



**MANCHESTER TOWNSHIP
COUNCIL MEETING AGENDA
September 22, 2025
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. PROCLAMATIONS

Recognizing September as Childhood Cancer Awareness Month

6. PRESENTATION

Police Accreditation

7. APPROVAL OF MINUTES

Regular and Executive Session Minutes - September 8, 2025

8. SUBMISSION OF BILLS

#25-366 Current Fund

#25-367 Utility Fund - ESA

#25-368 Utility Fund - WSA

9. ORDINANCES - Second Reading, Public Hearing and Final Action

#25-28 Authorizing the Sale of Block 99.107, Lot 21 to Stephen and Jessica Brosnan (1814 Roosevelt Blvd., \$11,900)

#25-29 Authorizing the Sale of Block 99.107, Lot 25 to Stephen and Jessica Brosnan (1810 Roosevelt Blvd., \$3,000)

#25-35 Authorizing the Sale of Block 1.344 Lot 26 to Gelb - 941 Englemere Avenue; \$10,000

10. ORDINANCES – First Reading & Introduction

#25-36 Authorizing a 5 Year Tax Exemption for a Project to be Constructed by Manchester Storage, LLC at Block 44 Lot 15.04 (2065 Route 37)

#25-37 Amending and Supplementing Chapter 359 of the Township Code, Entitled "Special Events"

#25-38 Amending and Supplementing Section 245-89 of the Township Code, Entitled "Performance Guarantees"

- #25-39 Amending Chapter 326 of Township Code, Consistent with Public Law 2025, Chapter 85 Concerning Rent Leveling Boards
- #25-40 Authorizing the Exchange of Lands (Various Lots and Blocks) between Manchester Township and Manchester 4, LLC Pursuant to N.J.S.A.40A:12-16 - Wilbur Avenue and Holly Hill Road

11. 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

- #25-369 Authorizing the Refunds Request by the Tax Collector
- #25-370 Authorizing the Refunds Request by the Tax Collector
- #25-371 Authorizing the Tax Collector to Cancel Taxes as to Block 63.01 Lot 1 For a Totally Disabled Veteran, 3154 Ridgeway Blvd
- #25-372 Authorizing the Tax Collector to Cancel Taxes as to Block 75.115 Lot 12 For a Totally Disabled Veteran, 10A Portsmouth Street
- #25-373 Authorizing the Tax Collector to Cancel Taxes as to Block 38.13 Lot 284.01 For a Totally Disabled Veteran, 3A Edinburgh Lane
- #25-374 Authorizing the Tax Collector to Cancel Taxes as to Block 1.144 Lot 26 For a Totally Disabled Veteran, 701 Champlain Street
- #25-375 Authorizing the Tax Collector to Cancel Taxes as to Block 1.253 Lot 20 For a Totally Disabled Veteran, 1340 Madison Avenue
- #25-376 Authorizing the Tax Collector to Cancel Taxes as to Block 113 Lot 1 For a Totally Disabled Veteran, 26A Roosevelt City Blvd.
- #25-377 Authorizing the Tax Collector to Cancel Taxes as to Block 75 Lot 70 For a Totally Disabled Veteran, 78 Constitution Blvd
- #25-378 Authorizing the Tax Collector to Cancel Taxes as to Block 97 Lot 1 For a Totally Disabled Veteran, 11 Bowie Drive

B. RECREATION

- #25-379 Amending Resolution #25-360 Establishing Certain fees for Fall/Winter Recreation Programs

C. PURCHASING

- #25-380 Authorizing Award of Contract to Sutphen Corporation through Sourcewell Cooperative Contract for Fire Apparatus
- #25-381 Authorizing the Disposition or Salvage of Vehicle(s) and Obsolete Equipment in the Possession of the Township at Auction on Govdeals.com

D. BONDS/ESCROWS

- #25-382 Releasing Escrow Posted for Block 73 Lot 7 (59 Beckerville Road)
- #25-383 Authorizing Final Payment, Release of Performance Bond, and Acceptance of Maintenance Bond for the Buckingham Drive North Water Main Replacement

E. CONTRACTS/AGREEMENTS

DRAFT

- #25-384 Authorizing a Wireless Facilities Site Audit
- #25-385 Authorizing the Execution of a Shared Service Agreement with Lakehurst for Animal Control Services

F. MISCELLANEOUS

- #25-386 Calling for Comprehensive Review of the New Jersey Energy Master Plan
- #25-387 Supporting Senate Concurrent Resolution No. 122 Preventing the Implementation of NJPACT - REAL Rules

12. REPORTS

13. PUBLIC COMMENT

14. ADJOURNMENT

Township of Manchester Office of the Mayor Proclamation

Recognizing September as Childhood Cancer Awareness Month

WHEREAS, every year, thousands of children and families across the United States face the life-altering challenge of childhood cancer, a disease that remains the leading cause of death by illness among children; and

WHEREAS, the month of September is nationally recognized as **Childhood Cancer Awareness Month**, a time to bring attention to the realities of pediatric cancer, honor the lives of those we have lost, support those still fighting, and renew our commitment to finding a cure; and

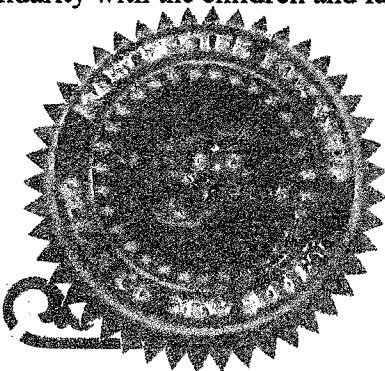
WHEREAS, the **Ashley Lauren Foundation** has been a beacon of hope and compassion for countless families throughout New Jersey, providing vital financial, emotional, and material support to children and families battling pediatric cancer; and

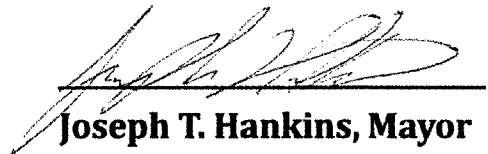
WHEREAS, the Foundation's mission—"Bringing Hope & Help to Children with Cancer"—is a reflection of the values we hold dear in Manchester Township: compassion, community, and care for our most vulnerable; and

WHEREAS, through advocacy, outreach, and unwavering dedication, the Ashley Lauren Foundation continues to make a profound and lasting impact on the lives of children and families when they need it most; and

WHEREAS, the golden ribbon stands as a powerful symbol of awareness, strength, and hope in the fight against childhood cancer;

NOW, THEREFORE, be it proclaimed that we, **Mayor Joseph Hankins** and the **Council of Manchester Township**, do hereby recognize and honor the outstanding work of the **Ashley Lauren Foundation** and do officially declare the month of September 2025 as Childhood Cancer Awareness Month in Manchester Township, and encourage all citizens to join in supporting the cause, spreading awareness, and standing in solidarity with the children and families affected by pediatric cancer.




Joseph T. Hankins, Mayor
Manchester Township

25-366

September 22, 2025

DRAFT

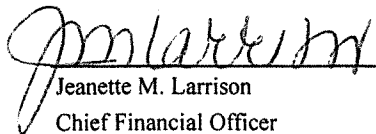
RESOLUTION AUTHORIZING PAYMENT OF BILLS
MANCHESTER TOWNSHIP, NEW JERSEY

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	\$	1,703,274.45
Capital Fund	\$	30,138.30
Escrows	\$	1,497.50
Affordable Housing Trust Fund	\$	9,859.60
Animal Control Fund	\$	427.60
Drug Enforcement Fund	\$	3,625.00
N.J. Unemployment Trust	\$	
Public Assistance Discretionary Trust	\$	
Public Assistance Trust Fund I	\$	
Municipal Alliance Discretionary Trust	\$	
Manchester Day Trust Fund	\$	
Public Defender Trust Fund	\$	
Recreation Trust Fund	\$	5,673.16
Open Space Trust Fund	\$	3,528.30
Manchester - Lakehurst Borough Construction Code Fund	\$	
	\$	<u><u>1,758,023.91</u></u>

CERTIFICATION:



Jeanette M. Larrison
Chief Financial Officer

Signed: _____

Roxanne Conniff
Council President

Teri Giercyk
Township Clerk

BILL LIST ADDENDUM

25-366

September 22, 2025

Capital Fund

DRAFT

CURRENT FUND

Payroll week ending 9/26/25

State Health Benefits Plan	SHBP-September Active & Retirees	WIRE	408,084.35
ALAN BLASHINSKY	HEALTH INSURANCE RETIREE-OCTOBER 2025	WIRE	3,931.31
SANDRA DRAKE	HEALTH INSURANCE RETIREE-OCTOBER 2025	WIRE	3,931.31
CURTIS HOLMAN	HEALTH INSURANCE RETIREE-OCTOBER 2025	WIRE	2,700.22

\$ 418,647.19

SPECIAL ESCROW TRUST FUND

Three Commas Acquisitions	Refurbishment of Veterans Memorial	Chk#3226	1,497.50
			<u>\$ 1,497.50</u>

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 1

Range of Checking Accts: 01 CURRENT to 01 CURRENT Range of Check Dates: 09/09/25 to 09/22/25
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			
76633 09/11/25	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		10438	
25001734	CURRENT PAY 19	1,068,525.63		
76634 09/22/25	ACCUR005 ACCURATE TOWING		10482	
25000566	FOR TOWING SERVICES	378.00		
76635 09/22/25	ACTIO030 ACTION UNIFORM CO LLC		10482	
25000928	Uniform Blanket	430.00		
76636 09/22/25	AMAZON01 AMAZON CAPITAL SERVICES INC		10482	
25001170	blanket po for supplies	161.42		
25001625	battery backup for plp park ca	104.48		
25001627	Off. Supplies - Bldg. Dept.	69.98		
		335.88		
76637 09/22/25	AMERIO65 AMERICAN WEAR, INC.		10482	
25001291	MAINT. UNIFORMS FOR STAFF	798.10		
25001501	Uniform rental and cleaning	200.28		
		998.38		
76638 09/22/25	ANANIO05 ANA NILLA		10482	
V2501333	RX REIMBURSEMENT	31.11		
76639 09/22/25	ANIMA015 ANIMAL DAMAGE CONTROL SYS. LLC		10482	
25000798	AGREEMENT FOR GOOSE CONTROL	2,040.00		
76640 09/22/25	ATLAS005 ATLAS WELDING SUPPLY CO. INC.		10482	
25000074	WELDING SUPPLIES RENTALS	102.30		
25001676	Oxygen Blanket	1,059.72		
		1,162.02		
76641 09/22/25	ATTMO005 AT&T MOBILITY		10482	
V2501366	PHONE SVC ACCT 287322133210	5,957.38		
76642 09/22/25	AWISCO05 AWISCO NEW YORK CORP		10482	
25000931	Oxygen Blanket	41.58		
76643 09/22/25	BLAZE005 BLAZE EMERGENCY EQUIP CO LLC		10482	
25001103	Update Lighting on Rehab Trail	3,870.84		
25001612	546 PM & Rear Light Diag	1,285.00		
25001613	544 Ambulance Repairs	941.53		
25001614	545 Deficiency List	3,794.43		
25001615	New Transmission for 545	10,252.48		
25001647	3301 Power Steering	2,499.72		
		22,644.00		
76644 09/22/25	BLUME005 BLUME FORTE FRIED ZERRES &		10482	
V2501324	OPRA REFUND #25-567 RES#25-361	132.60		

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 2

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01	CURRENT	Current Fund Account	Continued	
76645	09/22/25	BONNI015 BONNIE R. PETERSON ATTY AT LAW		10482
	V2501340	AUGUST MUNICIPAL PROSECUTOR	3,800.00	
76646	09/22/25	BUILD005 BUILDER'S GENERAL SUPPLY CO IN		10482
	25000662	BUILDING SUPPLIES	210.39	
76647	09/22/25	CAITL005 CAITLYN SLOAN		10482
	V2501331	RX REIMBURSEMENT	19.99	
76648	09/22/25	CELEB005 CELEBRITY MOTORS OF TOMS RIVER		10482
	25001375	VEHICLE REPAIRS/MAINTENANCE	613.98	
76649	09/22/25	COMCA015 COMCAST BUSINESS		10482
	V2501356	CABLE SVC ACCT# 903863873	410.00	
76650	09/22/25	COMCA025 COMCAST		10482
	V2501355	CABLE SVC 8499 05 196 0110108	46.06	
76651	09/22/25	COMCA025 COMCAST		10482
	V2501363	CABLE SVC 8499 05 196 0163024	22.80	
76652	09/22/25	COMCA025 COMCAST		10482
	V2501364	CABLE SVC 8499 05 196 0045536	505.14	
76653	09/22/25	CORON010 CORONIS HEALTH RCM, LLC		10482
	25001626	July Medical Collections	24,152.34	
76654	09/22/25	CRANE005 CRANEY INTERPRETING SERVICES		10482
	25000825	Interpreting Services	932.50	
76655	09/22/25	CREST075 CRESTON HYDRAULICS, INC		10482
	25000877	VEHICLE MAINT/REP	380.32	
76656	09/22/25	CUSTO010 CUSTOM-BANDAG, INC.		10482
	25001374	TIRES AND REPAIRS	692.78	
	25001521	TIRES FOR 2016 JD BACKHOE	4,039.30	
			4,732.08	
76657	09/22/25	DEBRA030 DEBRA WADE		10482
	V2501326	REFUND MUSICAL THEATRE	60.00	
76658	09/22/25	DELAG005 DE LAGE LANDEN		10482
	25001224	POSTAGE EQUIPMENT RENTAL	196.62	
76659	09/22/25	DELLC005 DELL COMPUTER CORP.		10482
	25001660	Clerk front computer	856.71	
76660	09/22/25	DENNI045 DENNIS WAGNER		10482
	V2501350	REFUND TOTALLY DISABLED VET	1,862.94	
76661	09/22/25	DONNA040 DONNA RAGAN		10482
	V2501338	RX REIMBURSEMENT	45.83	

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 3

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01	CURRENT	Current Fund Account	Continued	
76662	09/22/25	EARLE005 EARLE ASPHALT COMPANY		10482
		25000843 ASPHALT FOR ROAD REPAIRS	233.22	
		25001469 ROAD REPAIRS AT TUSKEGEE	<u>1,493.52</u>	
			1,726.74	
76663	09/22/25	EASTE005 EASTERN WAREHOUSE DIST., LLC		10482
		25001478 VEHICLE REPAIR/MAINT. PARTS	591.20	
		25001560 VEHICLE MAINTENANCE/REPAIR PTS	<u>981.28</u>	
			1,572.48	
76664	09/22/25	EDWAR115 EDWARD CARISON		10482
		V2501351 REFUND TOTALLY DISABLED VET	1,779.29	
76665	09/22/25	EZPAS005 E-Z PASS		10482
		25001680 EZ PASS Blanket	500.00	
76666	09/22/25	FERGU010 FERGUSON US HOLDINGS, INC		10482
		25000352 Blanket for supplies	50.00	
76667	09/22/25	FRANK130 FRANK GIESE		10482
		V2501352 REFUND TOTALLY DISABLED VET	2,262.08	
76668	09/22/25	GANNE005 GANNETT MEDIA GROUP		10482
		25001748 Asbury Park Press ads	2,646.04	
76669	09/22/25	GOODF005 GOOD FRIEND ELECTRICAL		10482
		25000958 FOR ELECTRICAL PARTS WHEN NEED	216.06	
76670	09/22/25	GRAIN010 GRAINGER, INC		10482
		25001585 PRE AND POST IVY CONTACT WIPES	135.07	
76671	09/22/25	HENRY035 HENRY J MANCINI & ASSOC. INC.		10482
		25001440 Appraisal Report	4,208.25	
76672	09/22/25	INSTI005 INSTITUTE FOR FORENSIC PSYCH.		10482
		25001589 Pre-Employment Psychological	1,100.00	
76673	09/22/25	JASON015 JASON HENRY		10482
		V2501325 RX REIMBURSEMENT	217.99	
76674	09/22/25	JCPL0005 J C P & L		10482
		V2501365 ELEC SVC 100 021 382 088	3,554.84	
76675	09/22/25	JEREM005 JEREMY BUSCH		10482
		V2501341 EYEGLOSS REIMBURSEMENT	269.95	
76676	09/22/25	JERSE015 JERSEY ELEVATOR COMPANY, LLC		10482
		25001488 Elevator Maintenance	418.86	
76677	09/22/25	JOHN030 JOHN BOTTARI JR		10482
		V2501347 REFUND TOTALLY DISABLED VET	460.52	

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 4

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #		Description	Amount Paid	Contract
01	CURRENT	Current Fund Account	Continued	
76678	09/22/25	JOHNS010 JOHNSON & TOWERS, LLC		10482
25000875		VEHICLE MAINTENANCE/REPAIRS	774.20	
76679	09/22/25	KAITL005 KAITLIN HILL		10482
V2501336		APCO CONFERENCE REGISTRATION	269.99	
76680	09/22/25	KELLY025 KELLY WINTHROP, LLC		10482
25001390		Deer Carcass Removal	190.00	
76681	09/22/25	LAKEH015 LAKEHURST DINER		10482
25000119		Prisoner Meals	93.14	
76682	09/22/25	LANGU005 LANGUAGE LINE SERVICES INC		10482
25001634		Interpreting Services	169.40	
76683	09/22/25	LAWOF025 LAW OFFICES OF MICHAEL MCKENNA		10482
V2501330		AUG LABOR COUNSEL	1,216.94	
76684	09/22/25	LEEDS005 LEED SUPPLY LLC		10482
25001657		*ASAP* PALLET OF CEMENT *ASAP*	680.40	
76685	09/22/25	LOBEL005 LOBELLO ISSAKOV NAPA LLC		10482
25001310		VEHICLE MAINTENANCE/REPAIRS	1,594.12	
25001361		ENGINE OIL FOR TRUCK FLEET	751.00	
25001362		WORK LIGHTS FOR MECHANICS	230.90	
25001382		*ASAP* A/C MACHINE SERVICE	550.00	
25001522		VEHICAL MAINT AND REPAIRS	212.00	
			<u>3,338.02</u>	
76686	09/22/25	LORRA005 LORRAINE HONEY		10482
V2501332		RX REIMBURSEMENT	18.72	
76687	09/22/25	LOWES010 LOWES HOME CENTERS, INC.		10482
25001259		OPEN PO SUPPLIES VARIOUS DEPT	1,159.96	
76688	09/22/25	MAGLO005 MAGLOCLEN		10482
25001611		Membership Renewal	400.00	
76689	09/22/25	MARYB015 MARYBETH MURRAY		10482
V2501327		PARKING FOR CONFERENCE	45.60	
76690	09/22/25	MAVIS005 MAVIS TIRE SUPPLY, LLC		10482
25000072		FOR VEHICLE ALIGNMENTS	169.99	
76691	09/22/25	MELIS025 MELISSA MATOS		10482
V2501346		EYEGGLASS REIMBURSEMENT	300.00	
76692	09/22/25	MERID005 HACKENSACK MERIDIAN WORKS		10482
25001344		OPEN PO PRE-EMPLOY PHYSICALS	1,021.00	
25001505		Pre-Employment Physicals	1,050.00	
			<u>2,071.00</u>	

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 5

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01	CURRENT	Current Fund Account	Continued	
76693	09/22/25 MICHA260 MICHAEL MUNSON			10482
	V2501348 REFUND TOTALLY DISABLED VET	1,236.95		
76694	09/22/25 MONMO020 MONMOUTH CNTY PARK SYSTEM			10482
	25000743 2025 DAY CAMP TRIPS	145.00		
76695	09/22/25 NAFT0010 NAFTO			10482
	25000553 Basic FTO Training	375.00		
76696	09/22/25 NAPAA005 NAPA AUTO PARTS			10482
	25001379 vehicle maintenance & repairs	760.70		
76697	09/22/25 NATIO110 NATIONAL INSTITUTE FOR			10482
	25000319 EDUCATIONAL COURSES FOR MECH	186.00		
76698	09/22/25 NJADV005 NJ ADVANCE MEDIA			10482
	25001749 star ledger advertising	136.98		
76699	09/22/25 NJCM0005 NJCM (NJ CONFERENCE OF MAYORS)			10482
	25001576 NJCM registration	150.00		
76700	09/22/25 NJNAT005 NJ NATURAL GAS CO.			10482
	V2501360 NAT GAS SVC 22-0018-4625-61	1,817.53		
76701	09/22/25 NORHT005 NORTH STAR VETS,LLC			10482
	V2501284 VETERINARY SERVICES	152.53		
76702	09/22/25 OCEAN015 OCEAN COUNTY BOARD OF HEALTH			10482
	V2501334 JULY 2025 SHELTER SERVICES	1,113.00		
76703	09/22/25 OCEAN090 OCEAN COUNTY RECYCLING			10482
	25000059 FOR RECYCLED BLEND-ROAD REPAIR	186.24		
	25000968 CONCRETE/ASPHALT WASTE	157.80		
	25001243 R-BLEND FOR ROAD REPAIRS	180.00		
	25001473 WASTE FROM ROAD ETC. PROJECTS	15.00		
		539.04		
76704	09/22/25 OFFIC035 OFFICE BASICS, INC.			10482
	25001624 Gloves for B & G	206.84		
76705	09/22/25 PARKE005 PARKER MCCAY, P.A.			10482
	V2501343 PUBLIC RECORDS MATTERS	450.00		
	V2501344 LEGAL SERVICES	4,930.00		
		5,380.00		
76706	09/22/25 PATRO005 PATROL PC			10482
	24-00694 MDT Tablet Repair	1,056.80		
76707	09/22/25 PAULC010 PAUL CASSESE			10482
	V2501353 REFUND TOTALLY DISABLED VET	1,319.89		

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 6

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01 CURRENT	Current Fund Account	Continued		
76708	09/22/25 PREMI010 PREMIER EMISSIONS & SAFETY		10482	
	25000636 VEHICLE EMISSIONS TESTING	86.00		
76709	09/22/25 RICOH010 RICOH USA, INC		10482	
	25000907 Ricoh Blanket	143.00		
76710	09/22/25 RIGGI005 RIGGINS, INC.		10482	
	25001523 DIESEL FUEL FOR TWP VEHICLES &	13,534.94		
76711	09/22/25 RIMAG005 RIMAGE CORPORATION		10482	
	25001588 Ribbon, Everest Encore	159.42		
76712	09/22/25 ROBER275 ROBERT BARAN		10482	
	V2501337 AIRFARE TO EMS EXPO	1,498.90		
76713	09/22/25 RUMPF015 RUMPF LAW, PC		10482	
	V2501329 CONFLICT PUBLIC DEFENDER	700.00		
	V2501339 RENT LEVELING BOARD ATTORNEY	403.20		
		<u>1,103.20</u>		
76714	09/22/25 RUSSE015 R.REID WASTE HAULING&DISPOSAL		10482	
	25001333 Blanket for port-a-johns	847.56		
76715	09/22/25 RUTGE025 RUTGERS,CENTER FOR GOVT SVS		10482	
	25001118 Property Tax Administration 2	944.00		
76716	09/22/25 RUTGE025 RUTGERS,CENTER FOR GOVT SVS		10482	
	25001072 Principles Public Purchasing 2	944.00		
76717	09/22/25 SAKER005 SAKER SHOPRITES, INC		10482	
	25000023 OPEN PO FOR SUPPLIES	122.94		
	25000891 2025 BLANKET ORDER	393.57		
		<u>516.51</u>		
76718	09/22/25 SERVP010 SERVPRO		10482	
	25001506 Biohazard Remediation	429.99		
76719	09/22/25 SIRCH005 SIRCHIE FINGER PRINT LAB INC		10482	
	25000767 Evidence Bags/Boxes	1,535.19		
76720	09/22/25 SJSHO005 SJSHORE MARKETING LLC		10482	
	25001631 REOCC CERTIFICATES	315.00		
76721	09/22/25 SPOTL005 SPOTLESS DRY CLEANERS, LLC		10482	
	25001073 EMS/Fire Dry Cleaning	150.00		
	25001554 Dry Cleaning EMS/Fire	237.00		
		<u>387.00</u>		
76722	09/22/25 STAPL010 STAPLES BUSINESS ADVANTAGE		10482	
	25000589 Office Supplies	42.58		
	25001426 Office Supplies	96.44		

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 7

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01	CURRENT	Current Fund Account	Continued	
76722	STAPLES BUSINESS ADVANTAGE	Continued		
25001644	HP 212A Toner Set	<u>1,031.32</u>		
		1,170.34		
76723	09/22/25 STEPH080 STEPHANIE NORTON			10482
V2501335	APCO SUMMIT LODGING 7/27-7/30	1,246.66		
76724	09/22/25 STEVE055 STEVEN HALASZ			10482
V2501354	REFUND TOTALLY DISABLED VET	2,785.24		
76725	09/22/25 SUNOC005 SUNOCO LP			10482
25001467	OPEN PURCHASE ORDER FOR GAS	38,294.67		
76726	09/22/25 TARGE005 TARGET SOLUTIONS LEARNING, LLC			10482
25001510	Guardian Tracking Invoice	7,257.06		
76727	09/22/25 THEFU010 THE FUEL OX LLC			10482
25000214	DIESEL EXHAUST FLUID	437.42		
76728	09/22/25 THISI005 THIS IS YOGA NJ STUDIO LLC			10482
25001570	July Yoga	210.00		
76729	09/22/25 TRACY025 TRACEY LYNCH			10482
V2501328	REIMBURSEMENT SUPPLIES 9/11	23.66		
76730	09/22/25 TRANS010 TRANSUNION RISK & ALTERNATIVE			10482
25001216	Police Background Invest	190.20		
76731	09/22/25 UNITE015 UNITED RENTALS			10482
25001713	1 Day Forklift Rental	870.00		
76732	09/22/25 VCAAN005 VCA ANIMAL HOSPITALS, INC			10482
V2501345	VETERINARY SERVICES	233.73		
76733	09/22/25 VERIZ020 VERIZON ONLINE			10482
V2501358	PHONE SVC 555-731-148-0001-43	86.20		
76734	09/22/25 VERIZ035 VERIZON			10482
V2501357	PHONE SVCV 450-717-460-0001-55	487.92		
76735	09/22/25 VILLE005 VILLENEUVE NELWAN			10482
V2501349	REFUND TOTALLY DISABLED VET	4,767.61		
76736	09/22/25 WBMAS005 WB MASON CO INC			10482
25001372	OFFICE SUPPLIES ORD#S154250508	102.80		
25001415	COPY PAPER 8 1/2 X 11	739.80		
25001416	HP LASER JET TONER, GLUE STICK	409.07		
25001464	Office supplies S154557607	57.62		
25001491	Personnel Printer - Toner	525.96		
25001516	cleaning supplies	367.44		
25001527	LAKE AND OFFICE SUPPLIES	464.64		
25001539	vacuum cleaners	558.98		

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 8

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	

01	CURRENT	Current Fund Account	Continued	
76736	WB MASON CO INC	Continued		
25001580	Supplies	507.10		
25001587	OFFICE SUPPLIES	147.48		
25001672	8 1/2 x 11 COPY PAPER	739.80		
		4,620.69		
76737	09/22/25 WELLS065 WELLS FARGO VENDOR FIN.SERVICE			10482
25000052	OPEN PO FOR COPIER RENTALS	161.52		
25001238	OPEN PO FOR COPIER LEASES	1,565.99		
25001534	OPEN PO FOR COPIER RENTALS	3,358.23		
		5,085.74		
76738	09/22/25 WHITE005 WHITEMARSH CORPORATION			10482
25001190	Static pressure test/gas tank	625.00		
25001557	*ASAP* REPAIRS TO FUEL STATION	2,016.96		
		2,641.96		
76739	09/22/25 WINDS010 WINDSTREAM HOLDINGS, LLC			10482
V2501361	PHONE SVC ACCT# 21564736	572.38		
76740	09/22/25 WISHU005 WISH UPON A JAR			10482
25001571	Ceramics	3,085.00		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	108	0	1,284,627.26	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	108	0	1,284,627.26	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	108	0	1,284,627.26	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	108	0	1,284,627.26	0.00

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 9

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND:	4-01	1,056.80	0.00	0.00	1,056.80
CURRENT FUND:	5-01	1,226,413.79	192.60	20,853.02	1,247,459.41
	6-01	36,111.05	0.00	0.00	36,111.05
Total of All Funds:		<u>1,263,581.64</u>	<u>192.60</u>	<u>20,853.02</u>	<u>1,284,627.26</u>

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 1

Range of Checking Accts: 04 GEN CAPITAL to 04 GEN CAPITAL Range of Check Dates: 09/09/25 to 09/22/25
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	
04 GEN CAPITAL	Capital Account			
2964	09/22/25 DILWO005 DILWORTH PAXSON LLP		10480	
	V2501322 SERVICES FOR BOND ORD# 25-32	600.00		
2965	09/22/25 JERSE085 JERSEY EPOXY LLC		10480	
	25001417 Epoxy Floor of Building	9,700.00		
2966	09/22/25 LOWES010 LOWES HOME CENTERS, INC.		10480	
	25001444 New Fridge for EMS Building	1,399.05		
2967	09/22/25 PREND005 PRENDIMANO ELECTRICAL		10480	
	25000621 200A ATS REPACEMENT	2,000.00		
2968	09/22/25 SCHER005 SCHERER DESIGN GROUP, LLC		10480	
	25000667 MANCHESTER TWP RADIO SYSTEM	9,548.00		
2969	09/22/25 VCOMM005 V-COMM, LLC		10480	
	25000318 PROFESSIONAL RADIO	6,891.25		
Checking Account Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	6	0	30,138.30
	Direct Deposit:	0	0	0.00
	Total:	6	0	30,138.30
Report Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	6	0	30,138.30
	Direct Deposit:	0	0	0.00
	Total:	6	0	30,138.30

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 2

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
GENERAL CAPITAL:	C-04	30,138.30	0.00	0.00	30,138.30
Total of All Funds:		30,138.30	0.00	0.00	30,138.30

September 18, 2025
10:09 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 1

Range of Checking Accts: 12 ANIMAL to 12 ANIMAL Range of Check Dates: 09/09/25 to 09/22/25
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			
2314 09/22/25	NJDEP005 NJ DEPT HEALTH & SR. SERVICES			10476
25001751	3 year dog lic. 2025-2026-2027	163.80		
2315 09/22/25	NJDEP100 NJ DEPT OF HEALTH & SR. SVCS			10476
25001750	1 year dog licenses aug	76.80		
2316 09/22/25	OCEAN015 OCEAN COUNTY BOARD OF HEALTH			10476
V2501334	JULY 2025 SHELTER SERVICES	187.00		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	427.60	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	427.60	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	427.60	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	427.60	0.00

September 18, 2025
10:09 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 2

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
ANIMAL CONTROL	5-12	240.60	0.00	187.00	427.60
Total of All Funds:		240.60	0.00	187.00	427.60

September 18, 2025
10:09 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 1

Range of Checking Accts: 15 OPEN SPACE to 15 OPEN SPACE Range of Check Dates: 09/09/25 to 09/22/25
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	

15 OPEN SPACE	Open Space Trust			
204	09/22/25 THEEA005 THE E AND E SWANSON CO. LLC			10481
25001408	Flagpole and flags-Tuskegee	3,528.30		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	3,528.30	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	3,528.30	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	3,528.30	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	3,528.30	0.00

September 18, 2025
10:09 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 2

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
OPEN SPACE TRUST	T-15	3,528.30	0.00	0.00	3,528.30
Total of All Funds:		3,528.30	0.00	0.00	3,528.30

September 18, 2025
10:10 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

Page No: 1

Range of Checking Accts: 22 DRUG ENF to 22 DRUG ENF Range of Check Dates: 09/09/25 to 09/22/25
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

22 DRUG ENF	Drug Enforcement Trust			
1365	09/22/25 FBINA005 FBINAA-NJ CHAPTER			10477
25001664	2025 Annual Conference	3,625.00		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	3,625.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	3,625.00	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	3,625.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	3,625.00	0.00

September 18, 2025
10:10 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 2

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
DRUG ENFORCEMENT TRUST (LETA)	5-22	0.00	0.00	3,625.00	3,625.00
Total of All Funds:		0.00	0.00	3,625.00	3,625.00

September 18, 2025
10:10 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

Page No: 1

DRAFT

Range of Checking Accts: 26 RECREATION to 26 RECREATION Range of Check Dates: 09/09/25 to 09/22/25
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			
1091 09/22/25	HUNTE010 HUNTERDON HILLS PLAYHOUSE			10478
25001037 2025	THEATRE TRIP	2,970.00		
1092 09/22/25	LOWES010 LOWES HOME CENTERS, INC.			10478
25001406	MUSICAL THEATRE SUPPLIES	613.08		
1093 09/22/25	STOUT005 STOUT'S CHARTER SERVICE, INC			10478
25001773 2025	THEATRE TRIP	2,090.08		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	0	5,673.16	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	5,673.16	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	3	0	5,673.16	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	5,673.16	0.00

September 18, 2025
10:10 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

Page No: 2

DRAFT

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
RECREATION TRUST	5-26	0.00	0.00	2,970.00	2,970.00
RECREATION TRUST	T-26	2,703.16	0.00	0.00	2,703.16
Total of All Funds:		2,703.16	0.00	2,970.00	5,673.16

September 18, 2025
10:10 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 1

Range of Checking Accts: 27 AFF HOUSE to 27 AFF HOUSE Range of Check Dates: 09/09/25 to 09/22/25
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

27 AFF HOUSE	Affordable Housing			
479 09/22/25	GENOV005 GENOVA BURNS LLC			10479
V2501318	JULY 2025 SERVICES #25952.1	5,385.00		

480 09/22/25	PARKE005 PARKER MCCAY, P.A.			10479
V2501342	AUGUST AFFORDABLE HOUSING	4,474.60		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	9,859.60	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	9,859.60	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	9,859.60	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	9,859.60	0.00

September 18, 2025
10:10 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 2

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
AFFORDABLE HOUSING TRUST	5-27	0.00	0.00	9,859.60	9,859.60
Total of All Funds:		0.00	0.00	9,859.60	9,859.60

DRAFT

25-367

RESOLUTION AUTHORIZING PAYMENT OF BILLS

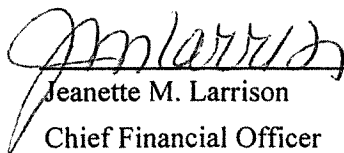
September 22, 2025

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 -East	\$	247,269.92
Sewer Utility - East	\$	143,112.21
Utility Escrow - Water	\$	335.00
Utility Escrow - Sewer	\$	2,070.00
Sewer Utility Capital Fund	\$	-
Water Utility Capital Fund	\$	<u>217,344.00</u>
	\$	<u><u>610,131.13</u></u>

CERTIFICATION:



Jeanette M. Larrison
Chief Financial Officer

Signed: _____
Roxanne Conniff
Council President

Teri Giercyk
Township Clerk

UTILITY BILL LIST ADDENDUM

25-367

September 22, 2025

DRAFT

WATER OPERATING

PAYROLL WEEK ENDING 9/26/25

State Health Benefits Plan	SHBP-September Utilities Portion	Wire	37,580.73
		\$	<u>37,580.73</u>

SEWER OPERATING

PAYROLL WEEK ENDING 9/26/25

State Health Benefits Plan	SHBP-September Utilities Portion	Wire	62,463.39
		\$	<u>62,463.39</u>

WATER UTILITY ESCROW

Remington & Vernick	Various Utility Escrows	Chk#1627	335.00
		\$	<u>335.00</u>

SEWER UTILITY ESCROW

Remington & Vernick	Various Utility Escrows	Chk#1627	2,070.00
		\$	<u>2,070.00</u>

WATER UTILITY CAPITAL FUND

SEWER UTILITY CAPITAL FUND

			-
			<u>-</u>

			-
			<u>-</u>

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

Page No: 1
DRAFT

Range of Checking Accts: 05 WATER EAST to 05 WATER EAST Range of Check Dates: 09/09/25 to 09/22/25
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			
7054 09/11/25	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		10439	
25001735	WATER EAST PAY 19	38,910.86		
7055 09/22/25	ALLIE010 ALLIED METER SERVICES, INC		10470	
25001622 (2)	6" Meter Repair	2,000.00		
7056 09/22/25	AMERI065 AMERICAN WEAR, INC.		10470	
25001514	Blanket PO Uniforms	450.16		
7057 09/22/25	BUILD005 BUILDER'S GENERAL SUPPLY CO IN		10470	
25001652	ESA Well 10 Building Supplies	551.82		
7058 09/22/25	GENSE005 GENSERVE, INC		10470	
25001376	Generator Repair ESA TF#5	40,206.76		
7059 09/22/25	HENDE005 HENDERSON LABS , INC		10470	
25001020	Blanket PO Water Sampling	3,670.00		
7060 09/22/25	LOWES010 LOWES HOME CENTERS, INC.		10470	
25001259	OPEN PO SUPPLIES VARIOUS DEPT	201.04		
7061 09/22/25	MIRAC005 MIRACLE CHEMICAL CO.		10470	
25001203	Blanket PO Hypo	2,455.45		
7062 09/22/25	NJNAT005 NJ NATURAL GAS CO.		10470	
V2501359	NAT GAS SVC 22-0018-4627-48	206.04		
7063 09/22/25	NJWAT005 NJ WATER ASSOCIATION		10470	
25001599	2025 NJWA Conference B McTigue	370.00		
7064 09/22/25	PARSE005 PARSELLS PRINTING & DESIGN LLC		10470	
25001643	Business Cards (4)	224.00		
7065 09/22/25	SHAFT005 SHAFTS & SLEEVES CO, INC.		10470	
25000880	New PRV's LVW	113,265.00		
25001530	Extras for New PRV's LVW	5,104.00		
		118,369.00		
7066 09/22/25	SHUPP005 SHUPPER-BRICKLE		10470	
25001433	TF#5 Crane Repair	859.06		
7067 09/22/25	VANCL005 VAN CLEEF ENGINEERING ASSOC.		10470	
V2501319	COLONIAL DR. WATER MAIN	1,215.00		

DRAFT

Check #	Check Date	Vendor	Reconciled/Void Ref Num			
PO #	Description		Amount Paid		Contract	
<hr/>						
05 WATER EAST		Water Operating Fund	Continued			
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount</u>	<u>Void</u>
	Checks:	14	0	209,689.19		0.00
	Direct Deposit:	0	0	0.00		0.00
	Total:	<u>14</u>	<u>0</u>	<u>209,689.19</u>	<u></u>	<u>0.00</u>
<hr/>						
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount</u>	<u>Void</u>
	Checks:	14	0	209,689.19		0.00
	Direct Deposit:	0	0	0.00		0.00
	Total:	<u>14</u>	<u>0</u>	<u>209,689.19</u>	<u></u>	<u>0.00</u>

September 18, 2025
10:08 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

Page No: 3

DRAFT

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER EAST FUND:	5-05	209,689.19	0.00	0.00	209,689.19
Total of All Funds:		209,689.19	0.00	0.00	209,689.19

September 18, 2025
10:09 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

Page No: 1

DRAFT

Range of Checking Accts: 07 SEWER EAST to 07 SEWER EAST Range of Check Dates: 09/09/25 to 09/22/25
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			
4341 09/11/25	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		10441	
25001737	SEWER EAST PAY 19	34,190.00		
4342 09/22/25	GENSE005 GENSERVE, INC		10471	
25001586	ESA Reserve LS Generator	5,593.50		
4343 09/22/25	JCPL0005 J C P & L		10471	
V2501374	ELEC SVC 200 001 127 014	39,196.56		
4344 09/22/25	JCPL0005 J C P & L		10471	
V2501375	ELEC SVC 200 001 127 022	1,668.76		
Checking Account Totals				
	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	4	0	80,648.82	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	80,648.82	0.00
Report Totals				
	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	4	0	80,648.82	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	80,648.82	0.00

September 18, 2025
10:09 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

Page No: 2

DRAFT

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER EAST FUND:	5-07	80,648.82	0.00	0.00	80,648.82
Total of All Funds:		<u>80,648.82</u>	<u>0.00</u>	<u>0.00</u>	<u>80,648.82</u>

September 18, 2025
10:09 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

Page No: 1

Range of Checking Accts: 06 WAT EAST CAP to 06 WAT EAST CAP Range of Check Dates: 09/09/25 to 09/22/25
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
06	WAT EAST CAP	Water Capital Fund			
1166	09/16/25	TREAS115 TREASURER, STATE OF NEW JERSEY			10459
V2501320		APPLICATION FEE LUP250001	9,000.00		
1167	09/22/25	COREM005 CORE & MAIN LP			10474
25001226		ESA METER REPLACEMENT PHASE 2	206,192.00		
1168	09/22/25	DILW0005 DILWORTH PAXSON LLP			10474
V2501321		SERVICES FOR BOND ORD #25-33	200.00		
1169	09/22/25	KINGM005 KING MOENCH & COLLINS LLP			10474
V2501323		UTILITY GENERAL COUNSEL	1,952.00		
Checking Account Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	4	0	217,344.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	0	217,344.00	0.00
Report Totals					
		Paid	Void	Amount Paid	Amount Void
	Checks:	4	0	217,344.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	4	0	217,344.00	0.00

DRAFT

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER EAST CAPITAL:	C-06	217,344.00	0.00	0.00	217,344.00
Total of All Funds:		<u>217,344.00</u>	<u>0.00</u>	<u>0.00</u>	<u>217,344.00</u>

25-368

DRAFT

September 22, 2025

RESOLUTION AUTHORIZING PAYMENT OF BILLS

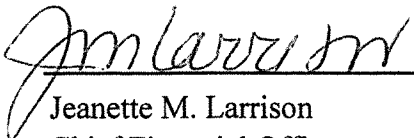
MANCHESTER TOWNSHIP, NEW JERSEY

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	\$	113,292.33
Sewer Utility West	\$	64,597.73
Water Utility West Capital Fund	\$	200.00
Sewer Utility West Capital Fund	\$	<u> -</u>
	\$	<u>178,090.06</u>

CERTIFICATION:



Jeanette M. Larrison
Chief Financial Officer

Signed: _____
Roxanne Conniff
Council President

Teri Giercyk
Township Clerk

DRAFT

UTILITY WEST ADDENDUM

25-368

WATER WEST OPERATING

PAYROLL WEEK ENDING 9/26/25

State Health Benefits Plan	SHBP-September Utilities Portion	Wire	<u>48,337.79</u>
			<u><u>48,337.79</u></u>

SEWER WEST OPERATING

PAYROLL WEEK ENDING 9/26/25

State Health Benefits Plan	SHBP-September Utilities Portion	Wire	<u>33,394.22</u>
			<u><u>33,394.22</u></u>

WATER WEST CAPITAL

0.00

SEWER WEST CAPITAL

0.00

September 18, 2025
10:10 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 1

Range of Checking Accts: 30 WATER WEST to 30 WATER WEST Range of Check Dates: 09/09/25 to 09/22/25
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
30 WATER WEST		Water West Account		
23636	09/11/25	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		10440
25001736		WATER WEST PAY 19	29,312.43	
23637	09/22/25	AMAZON01 AMAZON CAPITAL SERVICES INC		10472
25001659		Milwaukee Tool Battery (2)	138.96	
23638	09/22/25	COYNE005 COYNE ENVIRONMENTAL		10472
25001102		Blanket PO/ SLI Polyphosphate	1,854.84	
23639	09/22/25	MIRAC005 MIRACLE CHEMICAL CO.		10472
25001322		Blanket PO Hypo	20,021.09	
23640	09/22/25	ONECA005 ONE CALL CONCEPTS, INC		10472
25001542		Blanket PO Markouts	2,112.50	
23641	09/22/25	REEDP005 THE ANDERSONS REED & PERRINE		10472
25001630		Blanket PO lime	11,212.50	
23642	09/22/25	SUBUR010 SUBURBAN PROPANE		10472
25000131		Blanket PO Propane	302.22	
Checking Account Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	7	0	64,954.54
	Direct Deposit:	0	0	0.00
	Total:	7	0	64,954.54
Report Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	7	0	64,954.54
	Direct Deposit:	0	0	0.00
	Total:	7	0	64,954.54

September 18, 2025
10:10 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 2

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER WEST FUND:	5-30	64,954.54	0.00	0.00	64,954.54
Total of All Funds:		64,954.54	0.00	0.00	64,954.54

September 18, 2025
10:11 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 1

Range of Checking Accts: 32 SEWER WEST to 32 SEWER WEST Range of Check Dates: 09/09/25 to 09/22/25
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	
32 SEWER WEST	Sewer West Account			
12169 09/11/25	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		10442	
25001738	SEWER WEST PAY 19	25,294.31		
12170 09/22/25	CREST070 CREST CONSTRUCTION GROUP, LLC		10473	
25001658	EMG Repair WSA Force Main	4,983.44		
12171 09/22/25	OCEAN090 OCEAN COUNTY RECYCLING		10473	
25000245	Blanket PO Asphalt Disposal	98.25		
12172 09/22/25	WBMA005 WB MASON CO INC		10473	
25001573	Office / Cleaning Supplies	827.51		
Checking Account Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	4	0	31,203.51
	Direct Deposit:	0	0	0.00
	Total:	4	0	31,203.51
Report Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	4	0	31,203.51
	Direct Deposit:	0	0	0.00
	Total:	4	0	31,203.51

September 18, 2025
10:11 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 2

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER WEST FUND:	5-32	31,203.51	0.00	0.00	31,203.51
Total of All Funds:		31,203.51	0.00	0.00	31,203.51

September 18, 2025
10:11 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

Page No: 1

Range of Checking Accts: 31 WAT WEST CAP to 31 WAT WEST CAP Range of Check Dates: 09/09/25 to 09/22/25

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			
46	09/22/25 DILW0005 DILWORTH PAXSON LLP			10475
V2501321	SERVICES FOR BOND ORD #25-33	200.00		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	200.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	200.00	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	200.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	200.00	0.00

September 18, 2025
10:11 AM

MANCHESTER TOWNSHIP
Check Register By Check Date

DRAFT

Page No: 2

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER WEST CAPITAL:	C-31	200.00	0.00	0.00	200.00
Total of All Funds:		200.00	0.00	0.00	200.00

DRAFT

#25-28

ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE SALE OF BLOCK 99.107, LOT 21 ON THE MUNICIPAL TAX MAP TO STEPHEN BROSNAN AND JESSICA BROSNAN IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 40A:12-13 (B) AND N.J.S.A. 40A:12-13.2; 1814 ROOSEVELT BLVD. (\$11,900.00)

WHEREAS, the Township of Manchester is the owner of Block 99.107, Lot 21, which is an undersized lot under the current ordinances of the municipality; and

WHEREAS, it is the desire of the Mayor and Township Council to sell said property; and

WHEREAS, the municipality has established \$11,900.00 as the fair market value for said property; and

WHEREAS, N.J.S.A. 40A:12-13.2 requires the municipality to first offer said property to the adjoining property owners for purchase; and

WHEREAS, the adjoining property owners, Stephen Brosnan and Jessica Brosnan, have agreed to purchase Block 99.107, Lot 21, from the Township of Manchester for the sum of \$11,900.00; and

WHEREAS, N.J.S.A. 40A:12-13(b)(5) provides for the authorization of said transfer of property by ordinance.

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

SECTION 1. That in accordance with the requirements of N.J.S.A. 40A:12-13(b)(5), the governing body does hereby authorize the sale of Block 99.107, Lot 21, to the adjoining property owners, Stephen Brosnan and Jessica Brosnan, said property being undersized, and the adjoining property owners agree to purchase said property for the fair market value of said property.

SECTION 2. That the Mayor and Municipal Clerk are hereby authorized to execute any and all documents to transfer title to said property by Quitclaim Deed to Stephen Brosnan and Jessica Brosnan, for the sum of \$11,900.00, Stephen Brosnan and Jessica Brosnan shall be responsible for the payment of the municipality's costs in conveying said property. A requirement of the transfer of the property is that it be consolidated with the adjoining property owned by the purchasers.

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

SECTION 4. This ordinance shall take effect after the 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 28th day of July, 2025, 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 September 22, 2025. 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

ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE SALE OF BLOCK 99.107, LOT 25 ON THE MUNICIPAL TAX MAP TO STEPHEN BROSNAN AND JESSICA BROSNAN IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 40A:12-13 (B) AND N.J.S.A. 40A:12-13.2; 1810 ROOSEVELT BLVD. (\$3,000.00)

WHEREAS, the Township of Manchester is the owner of Block 99.107, Lot 25, which is an undersized lot under the current ordinances of the municipality; and

WHEREAS, it is the desire of the Mayor and Township Council to sell said property; and

WHEREAS, the municipality has established \$3,000.00 as the fair market value for said property; and

WHEREAS, N.J.S.A. 40A:12-13.2 requires the municipality to first offer said property to the adjoining property owners for purchase; and

WHEREAS, the adjoining property owners, Stephen Brosnan and Jessica Brosnan, have agreed to purchase Block 99.107, Lot 25, from the Township of Manchester for the sum of \$3,000.00; and

WHEREAS, N.J.S.A. 40A:12-13(b)(5) provides for the authorization of said transfer of property by ordinance.

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

SECTION 1. That in accordance with the requirements of N.J.S.A. 40A:12-13(b)(5), the governing body does hereby authorize the sale of Block 99.107, Lot 25, to the adjoining property owners, Stephen Brosnan and Jessica Brosnan, said property being undersized, and the adjoining property owners agree to purchase said property for the fair market value of said property.

SECTION 2. That the Mayor and Municipal Clerk are hereby authorized to execute any and all documents to transfer title to said property by Quitclaim Deed to Stephen Brosnan and Jessica Brosnan, for the sum of \$3,000.00, Stephen Brosnan and Jessica Brosnan shall be responsible for the payment of the municipality's costs in conveying said property. A requirement of the transfer of the property is that it be consolidated with the adjoining property owned by the purchasers.

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

SECTION 4. This ordinance shall take effect after the 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 28th day of July, 2025, 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 September 22, 2025. 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

ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE SALE OF BLOCK 1.344, LOT 26 ON THE MUNICIPAL TAX MAP TO PINCHOS GELB & BELLA GELB, IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 40A:12-13 (b) AND N.J.S.A. 40A:12-13.2 (941 ENGLEMER AVENUE; \$10,000.00)

WHEREAS, the Township of Manchester is the owner of Block 1.344, Lot 26, which is an undersized lot under the current ordinances of the municipality; and

WHEREAS, it is the desire of the Mayor and Township Council to sell said property; and

WHEREAS, the municipality has established \$10,000.00 as the fair market value for said property; and

WHEREAS, N.J.S.A. 40A:12-13.2 requires the municipality to first offer said property to the adjoining property owners for purchase; and

WHEREAS, the adjoining property owners, Pinchos Gelb and Bella Gelb, have agreed to purchase Block 1.344, Lot 26, from the Township of Manchester for the sum of \$10,000.00; and

WHEREAS, N.J.S.A. 40A:12-13(b)(5) provides for the authorization of said transfer of property by ordinance.

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

SECTION 1. That, in accordance with the requirements of N.J.S.A. 40A:12-13(b)(5), the governing body does hereby authorize the sale of Block 1.344, Lot 26, to the adjoining property owners, Pinchos Gelb and Bella Gelb, said property being undersized, and the adjoining property owners agree to purchase said property for the fair market value of said property.

SECTION 2. That the Mayor and Municipal Clerk are hereby authorized to execute any and all documents to transfer title to said property by Quitclaim Deed to Pinchos Gelb and Bella Gelb, for the sum of \$10,000.00. Pinchos Gelb and Bella Gelb shall be responsible for the payment of the municipality's costs in conveying said property. A requirement of the transfer of the property is that it be consolidated with the adjoining property owned by the purchasers.

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

SECTION 4. This ordinance shall take effect after the 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 8th day of September, 2025 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 September 22, 2025. 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

**ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING A 5 YEAR TAX EXEMPTION FOR A PROJECT TO BE CONSTRUCTED BY
MANCHESTER STORAGE, LLC PURSUANT TO THE PROVISIONS OF N.J.S.A. 40A:21-1, ET SEQ. ON
PROPERTY KNOWN AND DESIGNATED AS BLOCK 44, LOT 15.04**

WHEREAS, on December 10, 2018 pursuant to Resolution 18-400 the Township Council of the Township of Manchester (hereinafter referred to as the “Township”) directed the Planning Board to conduct a preliminary investigation to determine whether the delineated area consisting of Block 44, Lot 15.01 (2065 Route 37) (“Project Site” or “Property”) qualified as an “area in need of redevelopment” for non-condemnation purposes according to the criteria set forth in N.J.S.A. 40A:12A-5; and

WHEREAS, on July 1, 2019, the Planning Board held a properly noticed public hearing at which its Planner, Daniel Bloch, PP, AICP of Maser Consulting, P.A., presented the findings of his preliminary investigation report resulting in a determination to recommend that the Property be designated as an area in need of redevelopment for non-condemnation purposes; and

WHEREAS, on July 22, 2019, pursuant to Resolution No. 19-290, the governing body concurred with the Planning Board’s findings and determined that the Project Site is an area in need of redevelopment for non-condemnation purposes; and

WHEREAS, on July 13, 2019, pursuant to Ordinance #20-021, the governing body adopted the 2065 Route 37 Redevelopment Plan (“Redevelopment Plan”) which included the Project Site; and

WHEREAS, consistent with the Redevelopment Plan, the Redeveloper intends to redevelop the property; and

WHEREAS, on the 28th day of June 2021 the Township duly adopted Resolution #24-267 designating 2065 Highway 37 Owners, LLC (the “Entity”) as the Redeveloper of the Project and authorizing the execution of a Redevelopment Agreement for the designated Redevelopment Plan area; and

WHEREAS, on March 11, 2024, the Township adopted Resolution #24-174 authorizing the execution of a First Amendment to the Redeveloper’s Agreement, to expressly authorize the construction of and development of a self-storage building at the Property; and

WHEREAS, Block 44, Lot 15.01 was subdivided into three new lots, known and identified as Block 44, Lots 15.02, 15.03 & 15.04, to account for the different projects approved by the Redeveloper’s Agreement; and

WHEREAS, pursuant to Section 2.7B of the Redeveloper’s Agreement, the Redeveloper can assign rights under the Agreement to a Qualified Entity; and

WHEREAS, Manchester Storage, LLC (“Entity”) has been recognized as a Qualified Entity by the Township, specifically with regard to Block 44, Lot 15.04; and

WHEREAS, the Township is authorized to enter into a Five-Year Tax Exemption Agreement pursuant to the provisions of the Five-Year Exemption and Abatement Law, N.J.S.A. 40A-21-1, et seq. (the “Tax Exemption Law”); and

WHEREAS, on the 8th day of September, 2025, the Entity filed an application with the Township for the utilization of a Five-Year Tax Exemption Agreement with respect to the commercial component, specifically the self-storage building located at Block 44, Lot 15.04, pursuant to the Tax Exemption Law; and

WHEREAS, the Township hereby determines that the redevelopment of the Project Site will promote new development and jobs in the Township and help spur further development pursuant to the Redevelopment Plan; and

WHEREAS, the Township hereby further determines that the tax exemption is important in obtaining development of the project and influencing the locational decisions of the prospective occupants for the following reasons:

1. The relative stability and predictability of the annual service charges will make the project more attractive to investors and lenders needed to finance the project; and
2. The relative stability and predictability of the annual service charges will allow the owner to stabilize its operating budget and rents while allowing a high level of maintenance to the buildings over the life of the Project, which will ensure that it will have a positive impact on the surrounding area; and

WHEREAS, pursuant to and in accordance with the Tax Exemption Law, the Township desires to execute an Agreement with the Entity to bring these and other benefits to the Township, and has agreed to enter into a Five-Year Tax Exemption Agreement for Block 44, Lot 15.04 to ensure the furtherance of the Redevelopment Plan; and

WHEREAS, the Township and the Entity have reached an agreement with respect to, among other things, the terms and conditions relating to the annual service charges and desire to execute a Five-Year Tax Exemption Agreement reflecting the same.

NOW, THEREFORE, BE IT ORDAINED by the governing body of Manchester Township in the County of Ocean, State of New Jersey that:

1. The application of the Entity for a Five-Year Tax Exemption in accordance with the provisions of the Tax Exemption Law, N.J.S.A. 40A:21-1, et seq. for the commercial components of the Project to be constructed upon Block 44, Lot 15.04, more commonly known by the street address of 2065 Route 37, is hereby accepted and approved, and a copy of the same shall be placed on file with the Township Clerk.
2. The Tax Assessor is hereby authorized and directed to execute the Five-Year Tax Exemption Agreement attached hereto and made part hereof, for a term of 5 years pursuant to the terms and conditions contained therein.
3. The exemption contemplated herein shall be applicable by way of the provisions of N.J.S.A. 40A:21-10(c), the Township choosing a "tax phase-in basis," pursuant to which the Entity shall pay to the Township, full taxes on the land containing the commercial components of the Project, and then a separate payment in lieu of full property tax payments (referred to herein as the "PILOT") on the improvements comprising the commercial components of the Project, in an amount equal to the percentage of taxes which would otherwise be due, according to the following schedule:
 - a. In the first tax year, an amount equal to 0% of the taxes otherwise due;
 - b. In the second tax year, an amount equal to 20 % of the taxes otherwise due;
 - c. In the third tax year, an amount equal to 40 % of the taxes otherwise due;
 - d. In the fourth tax year, an amount equal to 60 % of the taxes otherwise due; and
 - e. In the fifth tax year, an amount equal to 80 % of the taxes otherwise due.
4. All ordinances or parts of ordinances inconsistent herewith, are hereby repealed to the extent of such inconsistencies.
5. The Tax Assessor is hereby authorized to execute the Five-Year Tax Exemption Agreement and any additional documents as are necessary to implement and carry out the intent of this Ordinance and such Agreement.
6. This Ordinance shall take effect immediately upon final passage and publication pursuant to law.

7. Within thirty (30) days after the execution of the Five-Year Tax Exemption Agreement, the Township Clerk shall forward a copy thereof to the Director of the Division of Local Government Services of the New Jersey Department of Community Affairs.

NOTICE

DRAFT

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 22nd day of September 2025 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 14th day of October, 2025 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

DRAFT

#25-37

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CHAPTER 359 OF
THE TOWNSHIP CODE, ENTITLED "SPECIAL EVENTS"**

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

SECTION 1. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to amend Section 359-1 entitled "Purpose, applicability.", which shall read as follows:

§ 359-1. PURPOSE; APPLICABILITY.

A. There is hereby established a special events ordinance to regulate outdoor picnics, concerts, festivals, shows, dances, exhibitions and other public gatherings of more than 200 persons on private property within the Township of Manchester. This shall not apply to any outdoor gathering by the Township of Manchester itself or any agency thereof, by the school district thereof or by any police or fire company or first aid squad within the Township of Manchester which receives financial support from the Township, or by any established church or any other nonprofit or charitable organization or family gathering. This chapter shall not apply to established permanent indoor structures, theaters, lounges, resorts, auditoriums, convention centers or other indoor places licensed for public occupancy, unless otherwise limited by applicable law.

B. A single applicant may seek a permit for more than one outdoor event when the applicant seeking the multiple permits is the same and the assemblies are to be held at the same location for a substantially similar purpose. Where one application for multiple assemblies is filed, the permitting fees shall be payable for each event. No event shall be held within two weeks of any other such event.

SECTION 2. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended as to amend Section 359-10 entitled "Permit fee.", which shall read as follows:

§ 359-10. PERMIT FEE.

The fee to be paid upon issuance of a permit shall be \$500 for each 200 persons or any portion thereof anticipated to be involved in the event sought to be approved, including therein all personnel, all spectators or members of the audience.

SECTION 3. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to create Section 359-20 entitled "Parades", which shall read as follows:

§ 359-20. PARADES

A. DEFINITIONS.

DRAFT

MOTORCADE: An organized procession containing 10 or more vehicles, except funeral processions, upon any public street, boardwalk, sidewalk or alley.

PARADE: Any march or procession consisting of 75 or more people and animals or vehicles, or combination thereof, except funeral processions, upon any public street, boardwalk, sidewalk or alley, which does not comply with normal and usual traffic regulations or controls.

PERSON: Any person, firm, partnership, association, corporation, company or organization of any kind.

B. PERMIT REQUIRED

No person shall hold, conduct or engage in any parade unless a parade permit shall have first been obtained from the Municipal Clerk or his/her designee by the organizers of said parade or the corporate officers of the corporation, for whose benefit the parade is being organized.

It shall be unlawful for any person to conduct a parade or motorcade in or upon any public street, boardwalk, sidewalk or alley in the Township or knowingly participate in any such parade or motorcade unless and until a permit to conduct such parade or motorcade has been obtained from the Municipal Clerk or his/her designee or, as is hereinafter provided, from the Township Council.

C. EXCEPTIONS

No person shall engage in, participate in, aid, form or start any parade, unless a parade permit shall have been obtained from the Municipal Clerk or his/her designee, with the exception of the following:

A. Funeral processions.

B. Students going to and from school classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of the proper school authorities.

C. A government agency acting within the scope of its functions.

SECTION 4. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to create Section 359-20 entitled "Parade Applications", which shall read as follows:

§ 359-21.

A. PARADE APPLICATIONS.

A. A person seeking issuance of a parade permit shall file an application with the Municipal Clerk or his/her designee on forms provided by such officer.

B. Filing period. An application for a parade permit shall be filed with the Municipal Clerk or his/her designee not less than 30 days nor more than 60 days before the date on which it is proposed to conduct the parade.

C. Contents. The application for a parade permit shall set forth the following information:

(1) The name, address and telephone number of the person seeking to conduct such parade.

(2) If the parade is proposed to be conducted for, on behalf of or by an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.

(3) The name, address, and telephone number of the person who will be the parade chairman and who will be responsible for its conduct.

DRAFT

- (4) The date when the parade is to be conducted.
- (5) The route to be traveled, the starting point and the termination point.
- (6) The approximate number of persons, animals and vehicles constituting such parade; the type of animals and a description of the vehicles.
- (7) The hours when such parade will start and terminate.
- (8) The location by streets of any assembly area or areas for such parade.
- (9) The time at which units of the parade will begin to assemble at any such assembly area or areas.
- (10) Whether music, or other such loud noises, will be utilized during the parade.
- (11) Any additional information which the Municipal Clerk or his/her designee may find reasonably necessary to a fair determination as to whether a permit should be issued.
- (12) A detailed plan outlining all locations where traffic control devices, such as barricades, cones, or other necessary materials, will be required to close off streets or intersections for the safety and operation of the parade.

B. FEES

There shall be a charge of \$25.00 for each permit issued by the Municipal Clerk or his/her designee, which money shall be used by the Township to cover the expenses attached to the regulation and issuing of said permit.

An applicant may be required to pay for the cost the Township incurs in cleaning Township property free of any garbage or refuse that remains as a result of the parade.

Any such fees shall be sent to the permittee within 14 days of hosting the parade, by regular and certified mail. The Township may file an appropriate action in any Court of competent jurisdiction, including the Superior Court, to collect such fees through a summary action pursuant to the Penalty Enforcement Law of 1998, N.J.S.A. 2A:58-12, or any other applicable statute or cause of action.

SECTION 5. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to create Section 359-22 entitled "Standards for Issuance", which shall read as follows:

§ 359-22.

A. STANDARDS FOR ISSUANCE

The Municipal Clerk or his/her designee shall issue a permit as provided for hereunder unless, in consultation with the Chief of Police, Fire Chief, or other necessary department head, with consideration of the application and from such other information as may otherwise be obtained, he/she finds that:

1. The conduct of the parade will substantially interrupt the safe and orderly movement of other traffic contiguous to its route.
2. The conduct of the parade will require the diversion of so great a number of police officers of the Township to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the Township.

3. The conduct of such parade will require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the Township other than that to be occupied by the proposed line of march and areas contiguous thereto.
4. The concentration of persons, animals and vehicles at assembly points of the parade will unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas.
5. The conduct of such parade will interfere with the movement of fire-fighting equipment en route to a fire.
6. The parade is not scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.
7. The parade will obstruct movement of traffic on one or more major roadways during times where it is necessary for citizens to utilize those roadways, such as during the weekday rush-hour commute or during a period where many citizens travel for the holiday.
8. The parade is to be held for the sole purpose of advertising any product, goods or event, and is designed to be held purely for private profit.

B. POLICE DEPARTMENT SAFETY REVIEW AND REQUIREMENTS

The Chief of Police or his designee shall review the submitted plans and route for each parade permit application. This review shall take place after the initial application is submitted but prior to the final authorization of the parade permit. Based on this review, the Chief of Police may recommend or require safety measures deemed necessary to ensure the safe operation of the parade and the safety of attendees and surrounding traffic. Such measures may include, but are not limited to, the placement of traffic barricades or cones, street closures, the presence of off-duty police officers for traffic direction or crowd control, or other reasonable steps to mitigate public safety risks. In the event that the use of off-duty police officers is required, the applicant shall be responsible for the associated costs and shall pay the officers at the current Township-approved off-duty employment rate.

Any recommendations made by the Chief of Police shall be communicated to the applicant in writing. If the applicant chooses not to implement a recommended measure, the rationale shall be documented and reviewed by the Municipal Clerk or his/her designee at the time of final permit approval. The parade permit may still be approved, provided the overall plan is deemed sufficient to protect public safety. In such cases, the Municipal Clerk may consult further with the Chief of Police to determine whether modifications to the parade route, timing, or structure can reasonably address the concern in lieu of implementing the original recommendation.

Final approval of the parade permit shall not be unreasonably withheld based solely on the rejection of a non-essential recommendation, so long as public safety is not compromised.

C. TIME LIMIT

The Municipal Clerk or his/her designee shall act upon the application for a parade permit within 10 days after the filing thereof. If the Municipal Clerk or his/her designee disapproves of the application, he/she shall mail the applicant within 15 days after the date upon which the application was filed a notice of his action, stating the reasons for his/her denial of the permit.

DRAFT

D. NOTICE OF ISSUANCE

Immediately upon the issuance of a parade permit, the Municipal Clerk or his/her designee shall send a copy thereof to the following:

- A. The Mayor.
- B. The Clerk's office/Township Council.
- C. The Business Administrator.
- D. The Fire Chief.
- E. The Chief of Police.
- F. Any other necessary department heads the Municipal Clerk or his/her designee shall determine is necessary to notify.

E. APPEALS

Any applicant aggrieved by the determination of the Municipal Clerk or his/her designee may appeal in writing to the Municipal Clerk within five days after the date of the mailing of the notice of disapproval. Such appeal may request an alternate permit be granted. The Municipal Clerk shall, either overturn the denial, grant an alternate permit, or provide the appeal to the Township Council within three days. The Township Council shall act upon any such appeal at the next available Council Meeting.

F. ALTERNATE PERMITS

The Municipal Clerk or his/her designee, in denying an application for a permit, shall be empowered to authorize the conduct of the parade on a date, at a time or route different from that named by the applicant, or place a time limit on the parade. An applicant desiring to accept an alternate permit shall, within five days after notice of the action of the Municipal Clerk or his/her designee, file a written notice of acceptance with the Municipal Clerk or his/her designee. An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit under this chapter.

G. REVOCATION

The Municipal Clerk or his/her designee shall have the authority to revoke a parade permit issued hereunder upon violation of the standards for issuance as herein set forth, or if in the opinion of the Municipal Clerk, the parade would threaten the health, safety, and welfare of attendees of the parade or the public, through a fact or occurrence that was not considered at the time of the permit's issuance. Such may include a declared state of emergency or severe adverse weather conditions that may be harmful to attendees' health.

SECTION 6. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to create Section 359-23 entitled "Duties of Permittee", which shall read as follows:

§ 359-23.

A. DUTIES OF PERMITTEE

- A. Possession of permit. The parade chairperson or other person heading or leading such activity shall carry the parade permit upon his/her person during the conduct of the parade.
- B. Compliance with applicable ordinances. The issuance of a permit shall not void or waive compliance with any and all applicable ordinances of the Township of Manchester.
- C. Permittees must ensure that all flags, banners and signs are to be handheld only. Prop devices such as pipes, sticks or boards are prohibited.
- D. Permittees are to ensure that all vehicles participating in the parade have a driver, and do not exceed the speed limit of 5 MPH during the parade.
- E. The applicant, parade chairperson, or other designated responsible party shall be solely responsible for ensuring that all conditions of the permit are met, including compliance with Township ordinances, coordination of any required safety measures, and the safe and lawful conduct of the parade. The burden shall remain on the applicant to address any recommendations made by the Township or its departments and to communicate all necessary information to participants and support personnel. Failure to comply with permit conditions may result in revocation of the permit or enforcement actions as allowed by law. In the event that any unsafe conditions or noncompliance with permit requirements are identified before or during the event, the Township reserves the right to suspend or terminate the parade immediately until the issue is corrected or, if necessary, to shut down the event entirely in the interest of public safety.
- F. The Township of Manchester, its elected officials, employees, departments, and agents shall not be liable for any personal injury, property damage, or other loss arising out of or related to any parade or event authorized by permit under this chapter. As a condition of the permit, the applicant agrees to assume all risks associated with the event and shall defend, indemnify, and hold harmless the Township, its officials, officers, employees, and agents from and against any and all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the permitted activity, except to the extent caused by the Township's sole gross negligence or willful misconduct. The Township may require, as a condition of approval, an applicant to sign a written indemnity agreement.
- G. The Township may require the applicant to furnish a certificate of insurance naming the Township of Manchester as an additional insured, in an amount and form acceptable to the Township, to cover potential liability arising from the parade or related activities. The policy must protect against damage to person or property with limits of not less than \$500,000/\$1,000,000 for bodily injury or death and limits of not less than \$500,000 for property damage, sufficient to save the Township harmless from any liability or cause of action which might arise by reason of the granting of the permit and not cancelable without 10 days' prior written notice to the Township.

This requirement may be waived by the Township's Risk Manager and/or administrator based upon the size of the proposed parade, and the extent of the activities to be conducted.

SECTION 7. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to create Section 359-24 entitled "Conduct of Citizens", which shall read as follows:

§ 359-24.

A. CONDUCT OF CITIZENS

A. Interference. No person shall unreasonably hamper, obstruct or impede or interfere with any parade or parade assembly or with any person, vehicle or animal participating or used in a parade.

B. Driving through parades. No driver of a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.

C. Parking on parade route. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a highway or part thereof constituting a part of the route of a parade. The Chief of Police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this chapter.

SECTION 8. That Chapter 359, of the Code of the Township of Manchester, entitled “Special Events” is hereby amended so as to create Section 359-25 entitled “Violations and penalties”, which shall read as follows:

§ 359-25.

VIOLATIONS AND PENALTIES

A. Any person or persons who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine not exceeding \$2,000 or by imprisonment for a term not exceeding 90 days, or both. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

B. The Township may file an appropriate action in any Court of competent jurisdiction, including the Superior Court, seeking to restrain violations of the parade regulations, or to collect.

SECTION 9. That Chapter 359, of the Code of the Township of Manchester, entitled “Special Events” is hereby amended so as to create Section 359-26 entitled “Block Parties”, which shall read as follows:

§ 359-26.

BLOCK PARTIES

A. DEFINITIONS.

BLOCK PARTY – A neighborhood gathering, or organized party, of persons who reside on the portion of a residential street sought to be closed for said gathering or party.

IMPACTED PERSON – Any person whose residence is located within the area the proposed block party, and street closure, is intended to take place, or whose residence is so situated that utilizing the closed street is necessary to travel from that person’s residence to any other place within the Township.

B. PERMIT REQUIRED

No person shall hold, conduct or engage in any block party unless a block party permit shall have first been obtained from the Municipal Clerk or his/her designee by the organizers of said block party or the corporate officers of the corporation, for whose benefit the block party is being organized.

DRAFT

SECTION 10. That Chapter 359, of the Code of the Township of Manchester, entitled “Special Events” is hereby amended so as to create Section 359-27 entitled “Application”, which shall read as follows:

§ 359-27. APPLICATION.

A. A person or persons seeking issuance of a block party permit shall file an application with the Municipal Clerk, together with an application fee of \$25 on forms provided by the Municipal Clerk.

B. Filing period. An application for a block party permit shall be filed with the Municipal Clerk not less than 21 days before the date on which it is proposed to conduct the block party.

C. Contents of application for a block party permit. The application for a block party permit shall set forth the following information:

(1) The name, address and telephone numbers (home phone number, work phone number and another supplemental number, such as a cell phone number) of the person requesting the block party permit. The person requesting the permit shall be deemed the contact person unless otherwise specified to the Municipal Clerk.

(2) The name and address of any organization the applicant is representing.

(3) The proposed date and time of the block party, including the times at which such block party will start and terminate, said termination being no later than 10:00 p.m.

(4) The Township Street where the block party is proposed, along with any cross streets, and the exact location of proposed street closures.

(5) The names, addresses, telephone numbers, blocks and lots for each impacted person for the street or portion of the street where the block party is proposed.

(6) Signatures of all of those property owners indicated in Subsection C(5) of this section, said signatures indicating consent to the proposed block party, consent to the proposed street closure, and acknowledgment that all residents and their invitees shall adhere to all applicable laws, regulations and ordinances, including, but not limited to, noise ordinances, fireworks regulations, and ordinances prohibiting public consumption of alcoholic beverages.

(7) The activities planned for said block party, the estimated number of persons participating and/or attending, and any large items, including but not limited to, dunk tanks, inflatable jumps, stages, and vehicles/trailers which will be parked or placed in the street.

(8) Whether any music will be provided at the block party, either live or recorded, and if any amplifying devices to be used.

D. Upon submission of an application for a block party and acceptance of the appropriate fee, the Municipal Clerk shall request a certified list of property owners from the tax assessor for the area of the proposed block party. Said list shall be kept on file with the application. The Municipal Clerk shall review the application for completeness and forward said application to the Chief of

DRAFT

Police, the Township Council President, Director of the Department of Public Works, and the Township Administrator for review.

SECTION 11. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to create Section 359-28 entitled "Standards for Issuance", which shall read as follows:

§ 359-28. STANDARDS FOR ISSUANCE.

A. APPROVAL OF THE CHIEF OF POLICE.

(1) The Township Clerk shall notify the Chief of Police of the block party application and request that the area of the proposed area be inspected using the following criteria:

(a) The conduct and location of the block party will not substantially interrupt or impede the safe and orderly movement of traffic.

(b) The conduct of the block party will not be likely to result in damage to persons or property nor cause serious harm to the public.

(c) The conduct of the block party will not interfere with the movement of first aid or firefighting equipment to such an extent that adequate fire protection cannot be provided to the Township.

(d) Such other concerns deemed necessary in order to properly provide for traffic control, street and property maintenance and the protection of the public health, safety and welfare.

(2) If the Chief of Police determines that the criteria of this section are satisfied, he or she shall sign the application, indicating whether said application is approved and any special conditions required.

B. APPROVAL OF THE TOWNSHIP ADMINISTRATOR AND TOWNSHIP COUNCIL PRESIDENT; CLOSING OF STREETS.

(1) The Township Clerk shall forward a block party application to the Township Administrator and the Township Council President for a determination as to the closing of streets. A block party permit shall be subject to the provisions and procedures provided herein for the closing of municipal streets. Any permit issuance shall be contingent upon the Township Administrator and the Township Council President providing for the closing of the street or streets which are the subject of the block party application, to be determined in accordance with this section.

(2) Pursuant to N.J.S.A. 40:67-16.9, for the purpose of carrying out the preceding sections of this chapter, the governing body authorizes the Township Administrator and the Township Council President to provide for the closing of any Township-owned streets, or portion thereof, to motor vehicle traffic on any day or days, or during specified hours on any day or days, whenever he/she finds that such closing is necessary for the preservation of the public safety, health or welfare, in accordance with the requirements provided for herein:

(a) The Township Street proposed to be closed is a cul-de-sac, dead end or circular street.

- (b) The portion of the street proposed to be closed is a half mile or less in length and intersected by no more than two other streets.
 - (c) The speed limit on the section of the street is 25 mph or less.
 - (d) The street has no more than two lanes.
 - (e) The street does not have an active bus stop.
 - (f) The street must be reopened by 10:00 p.m.
 - (g) Proper warning signs of such closing of any street, or portion thereof, must be posted during the time same is closed.
 - (h) Property traffic control devices, such as barricades, must be utilized during the time same is closed, as to prevent motor vehicle traffic from utilizing the closed street.
- (3) Upon determining the above criteria is met, the Township Administrator and the Township Council President shall sign the application, indicating whether said application is approved and any special conditions required.

C. REVIEW BY DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS.

- (1) Once the Chief of Police, Township Administrator, and the Township Council President approve and sign the application, the Township Clerk shall forward the application, with any additional conditions required by the Chief of Police, Township Administrator, and the Township Council President to the Director of the Department of Public Works.
- (a) The Director shall review the application and shall determine the necessary traffic control devices and warning signs that are necessary for the closure of the municipal streets.
 - (b) The Director shall indicate each such area that traffic control devices shall be needed, and ensure that enough municipal resources are available to provide for the closure of the municipal streets on the date and time of the proposed block party.
 - (c) The Director shall sign the application indicating his/her satisfaction that enough municipal resources are available for the closure of the municipal streets on the date and time of the application. The Director shall also indicate on the application the number of areas where traffic control devices, or signs, will be necessary, and the permittee shall be responsible for payment of \$25 per area where traffic control devices or signs will be necessary. The applicant must pay this fee prior to the issuance of the permit.

D. INSURANCE AND INDEMNITY.

- (1) All applicants must provide a certificate of insurance specifically naming the Township of Manchester as an additional insured providing general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000. If the applicant is an individual and the block party is not being held on behalf of any organization, the applicant may request a waiver of this requirement upon a showing to the Township Clerk of undue hardship.

(2) The applicant shall agree to indemnify, defend and hold harmless the Township, its agents, servants, representatives and employees, from and against all losses, damages, claims, liabilities and causes of action of every kind, or character and nature, as well as costs and fees, including reasonable attorneys' fees connected therewith, and the expense of investigation thereof, based upon or arising out of damages or injuries to third persons or their property caused by the acts, omissions or negligence of the applicant, anyone for whose acts the applicant may be liable, or any claims arising out of or in any manner relating to the activities permitted pursuant to this chapter to the extent permitted by law. The applicant shall give the Township prompt and reasonable notice of any such claims or actions.

E. OTHER REQUIREMENTS.

(1) No block party permit shall be issued if, within the last calendar year prior to the date of the proposed block party, a block party permit has been issued for the same street or portion of the street which is the subject of the currently proposed block party.

(2) No block party permit shall be issued if a block party permit has been previously issued for the same street or portion of the street which is the subject of the currently proposed block party, and said previously issued permit was revoked by the Township due to violations of this chapter or of any applicable ordinances, laws or regulations, within three calendar years as of the date the permit application is filed.

(3) Block parties shall be authorized only upon Township-owned streets, and shall not be authorized upon any street which is owned and under the jurisdiction of Ocean County, the State of New Jersey or any other public entity other than the Township of Manchester.

SECTION 12. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to create Section 359-29 entitled "Issuance of Permit.", which shall read as follows:

§ 359-29. ISSUANCE OF PERMIT.

Upon payment of the fee required by the Director of Public Works for traffic control devices, and any other additional requirements made by Township Administrator, Chief of Police, or Director of the Division of Public Works, to be reasonably calculated to reduce or minimize dangers and hazards to vehicular or pedestrian traffic and the public health, safety and welfare, including, but not limited to, changes in time, duration or number of participants, the Township Clerk shall issue the block party permit.

Upon issuance of a block party permit, the Township Clerk shall forward a copy of said permit to the Township Administrator, the Chief of Police, Director of the Division of Public Works, the Township Council President, and any other public official within the Township of Manchester that the Municipal Clerk determines it is necessary to inform.

SECTION 13. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to create Section 359-30 entitled "Duties of Permittee.", which shall read as follows:

DRAFT

§ 359-30. DUTIES OF PERMITEE.

In addition to any duties of the permittee(s) which are a condition of the block party permit as issued and any other obligations of the permittee(s) delineated otherwise in this chapter, all permittees shall:

A. Comply with all applicable laws and ordinances.

B. Require that the block party contact person or other person heading or leading such activity shall carry the block party permit upon his or her person during the conduct of the parade or block party.

C. Assure that any vendors utilized during the block party are properly licensed as required under any other ordinance or law.

D. Be responsible for cleanup of any items, trash, and garbage from the street which is the subject of the permit.

(1) In the event that the Township, through the Division of Public Works, is required to cleanup items, trash, and garbage from the street after the block party is concluded, the Township may bill the cost of cleanup to the permittee as an additional fee.

Any such fees shall be sent to the permittee within 14 days of hosting the block party, by regular and certified mail. The Township may file an appropriate action in any Court of competent jurisdiction, including the Superior Court, to collect such fees through a summary action pursuant to the Penalty Enforcement Law of 1998, N.J.S.A. 2A:58-12, or any other applicable statute or cause of action.

SECTION 14. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to create Section 359-31 entitled "Revocation.", which shall read as follows:

§ 359-31. REVOCATION.

The Municipal Clerk or his/her designee shall have the authority to revoke a parade permit issued hereunder upon violation of the standards for issuance as herein set forth, or if in the opinion of the Municipal Clerk, the parade would threaten the health, safety, and welfare of attendees of the parade or the public, through a fact or occurrence that was not considered at the time of the permit's issuance. Such may include a declared state of emergency or severe adverse weather conditions that may be harmful to attendees' health.

SECTION 15. That Chapter 359, of the Code of the Township of Manchester, entitled "Special Events" is hereby amended so as to create Section 359-32 entitled "Violations and penalties", which shall read as follows:

§ 359-32.

VIOLATIONS AND PENALTIES

DRAFT

A. Any person or persons who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine not exceeding \$2,000 or by imprisonment for a term not exceeding 90 days, or both. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

B. The Township may file an appropriate action in any Court of competent jurisdiction, including the Superior Court, seeking to restrain violations of the block party regulations, or to collect.

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 22nd day of September 2025 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 October 14, 2025. 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

#25-38

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING SECTION 245-89 OF
THE TOWNSHIP CODE, ENTITLED "PERFORMANCE GUARANTEES"**

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

SECTION 1. That Section 245-89, entitled "Performance Guarantees," of the Code of the Township of Manchester, be and hereby is amended and supplemented to revise subsection "c", which shall read as follows:

§ 245-89. Performance guarantees

C. Release of guarantees.

(1) List of all uncompleted or unsatisfactorily completed improvements.

(a) Upon substantial completion of required street improvements (except for the top course) and appurtenant utility improvements and the connection of same to the public system, the obligor may request of the Township Council, in writing, by certified mail addressed in care of the Township Clerk, that the Township Engineer prepare, in accordance with the itemized cost estimate prepared by the Township Engineer and appended to the performance guarantee pursuant to § 245-89 above, a list of all uncompleted or unsatisfactorily completed improvements. If such a request is made, the obligor shall send a copy of the request to the Township Engineer. The request shall indicate which improvements have been completed and which improvements remain uncompleted in the judgment of the obligor. Concurrent with this request, the obligor shall forward a set of as-built plans for the following:

[1] Roads (plans and profiles).

[2] Surface and stormwater drainage (plans and profiles) for facilities in roads and easements. (a) As-built survey shall be provided for all stormwater infrastructure and be sized 24 inches by 32 inches and provided as AutoCAD, GIS Shape, and paper files. As-builts are to include the following information;

(1) The term "as-built" in the title block of each sheet.

(2) Include on each drawing the certification, signature, and seal of the surveyor who prepared the drawing that the information is correct.

(3) Include on each drawing the certification, signature, and seal of the Engineer that the construction of the stormwater systems, including field revisions, conforms to the requirements of the original design, the Rules and Regulations of the Township, all permits and approvals issued for the project and all other codes, rules, regulations and ordinances governing the work.

4) Indicate street names and building addresses.

(5) Indicate block and lot numbers for all properties within and adjacent to the project.

(6) On each sheet of the as-built drawings, indicate a north arrow referenced to the New Jersey State Plane Coordinate System.

(7) Indicate all easements granted in conjunction with the project. For each easement indicated the instrument, book and page numbers and the date of recording of the easement by the Ocean County Clerk.

(8) All vertical elevations shall be in North American Vertical Datum 1988 (NAVD 88).

(9) Indicate a permanent benchmark within the project limits and the reference datum.

(10) On each sheet of the as-built drawings, indicate four horizontal control points with x-y coordinates in the New Jersey State Plane Coordinate System. Coordinates shall be expressed in feet with an accuracy of 0.01 feet.

(11) Where profiles are included on the same drawing as the plan view, the profiles shall reflect the as-built conditions.

(12) Indicate the locations and extent of concrete encasements, concrete cradles, and steel pipe casings.

(13) At each crossing of water and sewer main and at crossings of water or sewer mains and storm drainage pipes, include a profile indicating the relative locations of the pipes and the vertical clearance between them.

(14) Provide one set of black line prints on clear mylar film, four sets of black line prints on white paper and two compact discs containing the AutoCAD electronic drawing file of the as-built drawings approved by the Department.

(15) Indicate all stormwater manholes/structures/basin/components for both the on-site and off-site stormwater. Number all structures. Include beneath each a label containing a structure number, the elevations of the structure, grate, rims and inverts, diverters, walls, orifices, etc.

(16) Indicate along each stormwater pipe, length, nominal diameter, pipe material, and slope of the stormwater pipe.

height of the vertical stack from the invert of the sewer main to the invert of the fee at the top of the stack. Indicate the materials utilized in the construction of each deep house connection.

(17) As-built drawings for pump stations shall consist of a complete set of construction plans revised to reflect the as-built elevations of the wet well and the inlet and discharge pipes, the locations of all underground piping.

[3] Sanitary sewers, including individual lot connections and cleanouts (plans and profiles) for facilities in roads and easements.

[4] Water mains, in roads and easements.

[5] Septic system invert (plans and profiles reflecting its elevation and its relationship to the final grade) and setback requirements as outlined in N.J.A.C. 7:9A-4.3.

[6] **GIS utility (all water, sewer, and stormwater infrastructure appurtenances) data for all new development in the form of CAD files, GIS Shape-files and paper files.**

SECTION 2. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

DRAFT

SECTION 3. 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 22nd day of September, 2025 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 October 14, 2025. 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

TOWNSHIP OF MANCHESTER

DRAFT

#25-39

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AMENDING CHAPTER 326 OF THE CODE OF THE
TOWNSHIP OF MANCHESTER CONSISTENT WITH PUBLIC LAW 2025, CHAPTER
85 CONCERNING RENT LEVELING BOARDS**

WHEREAS, Manchester Township adopted a rent leveling board ordinance on February 27, 2023, via Ordinance 23-03, and amended the Ordinance again in its entirety on November 27, 2023, via Ordinance 23-038, and again, in part, on November 12, 2024, via Ordinance 24-41 and on April 14, 2025 by Ordinance 25-15; and

WHEREAS, the initial ordinance and the 2024 ordinance resulted in litigation based upon interpretation of key terms and enforcement of the ordinance; and

WHEREAS, there was subsequent litigation regarding both the composition of the board membership and the actions by the board; and

WHEREAS, each of these actions are pending in Superior Court; and

WHEREAS, during the pendency of the litigation, the New Jersey Legislature introduced and adopted Public Law 2025, Ch. 85 creating a rent leveling system within the Department of Community Affairs; and

WHEREAS, one of the manufactured home parks in Manchester has now sued the State of New Jersey in both state and federal court challenging the constitutionality of the new state law and naming Manchester Township as a necessary party; and

WHEREAS, the new state law is effective March 1, 2026; and

WHEREAS, the State will need to promulgate regulations concerning the new law; and

WHEREAS, part of the new law preempts portions of the local ordinance; and

WHEREAS, Manchester must amend its ordinance for consistency with the state law; and

WHEREAS, once the state law is effective, the local rent leveling board is duplicative and no longer necessary and to avoid confusion, this Chapter shall sunset;

DRAFT

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey that Chapter 326 of the Municipal Code is repealed and replaced in its entirety to read as follows:

Chapter 326. Rent Leveling

§ 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.

MANUFACTURED HOME SPACE

Includes that portion of a Manufactured 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. Manufactured 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 Manufactured 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 major 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 § 326-9B 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.

Incorporation of Definitions from Public Law 2025, c. 85.

All terms not defined herein shall utilize the statutory definitions in N.J.S.A. 52:27D-287.12 without exception. If definitions herein, now or in the future, conflict with the definitions enacted by Public Law 2025, c. 85 (N.J.S.A. 52:27D-287.12) or the regulation to be promulgated thereto, the State law and regulations shall control.

§ 326-2. Determination of rents.

- A. The establishment of rents for manufactured 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 manufactured home space in any twelve-month period which exceeds increases permitted herein for the twelve-month period. This chapter 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 chapter 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 manufactured home space.
 - (3) Where the landlord seeks to implement a rent increase in the following calendar year in excess of 3.5%, the landlord shall utilize the process outlined in § 326-9G, as may be amended from time to time, except that where such a rent increase is permitted by agreement pursuant to Section 326-10 (the 75 plus one exemption), the rent increase may be implemented without any additional process.
- 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 §§ 326-2A(1), (2) and (3), 326-7, 326-10 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 § 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 § 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 § 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:

- A. Rental income.
- B. Tax surcharge or pass through.
- C. License fee.
- D. Any other special expense.

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

- A. Rent increases, as authorized by § 326-9, may be allowed only if the Manufactured 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 § 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.

DRAFT

- B. Where rent increases are based upon Section 326-9 and 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 manufactured 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 chapter, 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 manufactured home spaces in the manufactured home park. The decrease each tenant is entitled to shall be a reduction computed pursuant to § 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, manufactured home space fees or license fee over the utilities, manufactured home space fees or license fee of the previous year by the total number of manufactured 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.

DRAFT

§ 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 manufactured home park.

§ 326-9. Additional rent increases.

A. Hardship. A landlord who finds that the present rental income and additional charges from the manufactured 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 manufactured 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 manufactured home park.

B. Major improvements.

- (1) 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.

- (2) Regardless of whether the landlord is seeking to increase rent or an additional charge for major improvements, as a community planning tool, the landlord shall submit annually, and no later than January 31 of each year, a written submission similar to a capital improvement plan, outlining the potential major improvements being considered for the park over the next five years, the present day cost of such improvements and the financial impact said improvements will have on the tenants of the park.

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.

- (1) 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.
- (2) Timeline for seeking a rate above the established cap for the next calendar year.
 - (a) A landlord seeking pursuant to Section 326-9 to raise the rent cap above the fixed 3.5% rate, shall post notice on a physical sign at each entrance to the park in a script large

DRAFT

enough to be read from 15 feet away stating that the landlord is applying to the Manchester Rent Leveling Board for an increase greater than three and one half percent (3.5%) and provide written notice to each occupied unit. (This requirement is not applicable to increases made pursuant to Section 326-10).

- (b) The notice must explain the reason why the landlord seeks the above-cap increase. For major improvements, 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 by the total number of manufactured home spaces in the manufactured home park); and the major improvement surcharge sought from each tenant.
- (c) The Rent Leveling Board shall be provided 10 business days to review and comment on the notice prior to it being sent to the tenants. The notice shall include a certification form prepared by the Township for each tenant to confirm acknowledgement of the increase.
- (d) 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 manufactured home park for at least 10 days prior to the hearing date.
- (e) In the case of major improvements, the debt service shall not be used to calculate a major improvement surcharge to exceed the prime rate plus 1%.
- (f) 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, if said request is approved.
- (g) If said increase is granted, and it is granted as a result of a major improvement, it shall not be considered rental income and not calculated in allowable increases as otherwise set forth in this chapter.
- (h) 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.

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.

DRAFT

§ 326-10. Increase By Agreement:

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. Mobile home parks that meet this provision pursuant to current or future agreement(s) that have been signed before and after this Ordinance passing will not be subject to the rent increase provision set forth in Subsection 326-2(A)(2) herein. For any mobile home parks that meet this provision, the Rent Leveling Board shall not be authorized to increase or reduce rents, and all rent increases shall be governed by the agreement of the landlord and tenants at that mobile home park. The Township recognizes, without further documentation, that Pine Ridge at Crestwood II qualifies for this exemption. **§ 326-11. Rent Leveling Board, Creation, Membership, Terms, Powers and Duties:**

- 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 three 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 nonlandlord member shall be a resident of the Township. Vacancies shall be filled for the balance of the term.
- C. 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 chapter.
 - (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 chapter or agreed to by tenants.

D. The Board shall, among its members, elect a Chairman annually on January 1 to oversee the operation of the Board.

E 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.

F. The Board shall meet once per month or as may be necessary to efficiently conduct business, with notice pursuant to the New Jersey Open Public Meetings Act and notice to any manufactured home park where a specific action has been requested by the tenants of a manufactured home park. 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. It is expected, that the Manchester Rent Leveling Board will have little to no activity before the sunset of this Chapter.

§ 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.

DRAFT

§ 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 manufactured home by a lender holding a secured interest in same located on any manufactured 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 manufactured 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 manufactured home space and the rent to be charged to the new tenant.

§ 326-16. Effective date.

- A. This chapter shall take effect upon passage.
- B. From the passage of this chapter on second reading, there shall be no rental increases that are effective in 2025 or 2026 that are inconsistent with this amended chapter, or the settlement agreements entered into in those matters bearing docket numbers OCN-L-856-23 and OCN-L-826-23. The rent leveling board shall not seek to review or reduce any rent increases that were noticed prior to the Effective Date nor seek to review or reduce any rent increases that are authorized by Section 326-10 (rent increases by agreement).

DRAFT

§ 326-17. New homes or new spaces.

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

Article II. Sunset of Chapter 326.

Chapter 326 of the Municipal Code, including all amendments and supplements, shall completely sunset on December 31, 2026 and maintain no further legal effectiveness, except that all rent increases for 2027 noticed prior to December 31, 2026 shall be governed by the terms of this Ch. 326. In anticipation of the sunset, the Board shall not accept new applications or petitions after September 30, 2026. Upon sunset, the terms of all board members shall terminate by operation of 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 22nd day of September 2025 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 October 14, 2025. 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

AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXCHANGE OF VARIOUS LANDS BETWEEN THE TOWNSHIP OF MANCHESTER AND MANCHESTER 4, LLC PURSUANT TO N.J.S.A. 40A:12-16

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

SECTION 1. Purpose: Manchester 4, LLC is currently the owner or the contract purchaser of certain real property located in the Township of Manchester, identified on Schedule A, attached hereto and made a part hereof, as shown on the Official Tax Maps of Manchester Township. The Township of Manchester is currently the owner of certain real property located in the Township of Manchester identified on Schedule A, as shown on the Official Tax Maps of Manchester Township. The Township has determined that it would be in the best interest of the municipality to exchange the lands it owns as identified above with the lands owned by or as the contract purchaser Manchester 4, LLC, thereby exchanging said properties between parties.

SECTION 2: Authorization: Pursuant to N.J.S.A. 40A:12-2, a municipality may, pursuant to N.J.S.A. 40A:12-16, agree to enter into an agreement for the exchange of lands which is in the best interest of the municipality. The Township has determined that the lands it owns, identified on Schedule A shall be transferred to Manchester 4, LLC in return of the lands owned by personally or acting as the contract purchaser Manchester 4, LLC identified on Schedule A, as shown on the Township's tax maps. The Township has determined that the properties are of substantially equal value, and it is more beneficial to the Township to obtain title to the Manchester 4, LLC properties than it is for it to continue to remain the owner of lot owned by the municipality. As a result, this Ordinance authorizes the exchange of said lands pursuant to N.J.S.A. 40A:12-16 between the Township of Manchester and Manchester 4, LLC, 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 22nd day of September 2025 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 October 14, 2025. 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

Schedule B

DRAFT

CONTRACT FOR SWAP OF REAL ESTATE

This Contract for Swap of Real Estate (the "Contract") is made on _____, 2025, by and between the following parties:

MANCHESTER 4 LLC, a New Jersey limited liability company, having a business address located at **620 Tinton Avenue, Building B, Suite 200, Tinton Falls, New Jersey 07724** (the "M4 LLC"), and

THE TOWNSHIP OF MANCHESTER, a body politic located in the County of Ocean, State of New Jersey, having an address located at **1 Colonial Drive, Manchester, New Jersey 08759** (the "Township").

(M4 LLC and the Township are collectively referred to as the "Parties" and each a "Party".)

1. Purchase/Swap Agreement. Subject to the terms of this Contract, M4 LLC and the Township mutually agree to simultaneously convey title to each other's respective properties as described in this Contract.

2. The Properties.

- (a) The properties to be swapped consist of those certain real properties owned by the parties, together with all of the rights related to those real properties (collectively the "Property" or "Properties"), as follows: (i) those certain real properties owned or to be owned by M4 LLC (per the disclosure in subsection b below) and to be conveyed to the Township, as more particularly known and described on Schedule "A" attached to this Contract (collectively the "M4 LLC Properties"); and (ii) those certain real properties owned by the Township and to be conveyed to M4 LLC, as more particularly known and described on Schedule "A" attached to this Contract (collectively the "Township Properties"). This Contract is subject to accurate and acceptable surveys of the Properties to be conducted by each party.
- (b) M4 LLC has disclosed and the Township acknowledges that as of the date of this Contract, M4 LLC is the contract purchaser of the M4 LLC Properties, and that this Contract is contingent upon title being transferred to M4 LLC prior to the closing (the "Transfer Contingency"). As such all references to the M4 LLC Properties shall be subject to the Transfer Contingency without separate reiteration.

3. Consideration; Purchase Price. The purchase price (the "Purchase Price") is **ONE and 00/100 (\$1.00) DOLLAR** plus other good and valuable consideration, the receipt and sufficiency of which is acknowledged by signing below.

4. Conditions Precedent to Purchase. It is agreed that this Contract is contingent upon, and the Parties do not have to complete the purchase of the Properties, unless and until the various contingencies set forth in this Contract, including by way of example only, the Transfer Contingency, the Title Contingency, the Intended use Contingency, the Due Diligence Contingencies, and the Approval Contingency (collectively the "Contingencies") have been satisfied during any applicable time periods which may be provided (as such terms are defined in this Contract).

5. Time and Place of Closing. The Closing date cannot be made final at this time. The Township and M4 LLC agree to make the estimated date **sixty (60) days** after the waiver or satisfaction of all of the Contingencies. It is further agreed by the Parties that the Closing shall require a simultaneous closing of all of the M4 LLC Properties and the Township Properties. Both parties will fully cooperate so the Closing can take place on or before this date. The Closing will be held at Township's attorney's office or by mail.

6. Title and Survey Contingency.

- LW
- (a) During the Due Diligence Period, each Party shall order a copy of a title report and if elected, a survey to the other Party's Properties and upon receipt, shall deliver a copy thereof to the other Party's counsel, together with a written statement as to any objections to the title that such Party may have as a result of matters disclosed in either the title report or survey (collectively the "Title Contingency"). The receiving Party shall deliver to sending Party, within 5 calendar days after its receipt of such report and/or statement, a notice stating which objections or exceptions, if any, the receiving Party will remedy prior to the Closing. In the event the receiving Party is unable to eliminate any or all of the objections, the provisions of subsection (c) of this paragraph shall control.
 - (b) Each Party shall deliver title to their respective Properties as follows: (i) M4 LLC shall give and Township shall accept such fee simple title to the M4 LLC Properties as is good and marketable and as any nationally recognized and reputable title insurance company licensed to do business in the State of New Jersey and selected by Township, will approve and insure at its regular rates, without exception, except for such exceptions as are specifically set forth in this Contract, so long as such exceptions do not render the title uninsurable or unmarketable or interfere with the Intended Use (as defined in this Contract); and (ii) the Township shall give and M4 LLC shall accept such fee simple title to the Township Properties as is good and marketable and as any nationally recognized and reputable title insurance company licensed to do business in the State of New Jersey and selected by M4 LLC, will approve and insure at its regular rates, without exception, except for such exceptions as are specifically set forth in this Contract, so long as such exceptions do not render the title uninsurable or unmarketable or interfere with the Intended Use (as defined in this Contract).
 - (c) If either Party shall be unable to either eliminate any or all of the objections or convey good and marketable fee simple title to their respective Properties to the receiving Party, then the receiving Party may take one of the following actions (i) close with title as is; or (ii) elect to cancel this Contract, in which latter event the Contract shall become void, at which time, neither party shall have any further liability to the other.
 - (d) At the Closing, each Party will transfer ownership of their respective Properties to the other Party, in the same condition as currently exists, normal wear and tear excepted, but free of all items not specifically included in this sale (i.e., no debris). This transfer of ownership will be free of all claims and rights of others except as provided in other parts of this Contract. Each Party (or the members of M4 LLC if direct deeds are accepted) will give the other Party a properly executed deed(s) and an adequate affidavit(s) of title and such other documents as may be reasonably required.

7. Type of Deed. A deed is a written document used to transfer ownership of Property. In this sale, the respective deeds shall be Bargain and Sale Deeds With Covenants Against Grantor's Acts as to each of the respective Properties. The Township agrees that the transfer of the M4 LLC Properties may be made either (A) directly from M4 LLC to the Township; or (B) from the various members of M4 LLC (which members currently collectively own the M4 LLC Properties) to the Township in lieu of deeding each of the M4 LLC Properties first to M4 LLC, and then a second deed from M4 LLC to the Township.

8. Physical Condition of the Property. The Properties are being sold "as is" except as set forth elsewhere in this Contract. Neither Party makes any claims or promises about the condition or value of any of the Properties included in this sale except as set forth herein. Each Party will (or has the right to) be inspecting the respective Properties to be acquired and will rely on these inspections and any rights which may be provided for in other parts of this Contract.

9. Intended Use; Building and Zoning Laws.

M4 LLC intends to use the Township Properties for a residential development consisting of a minimum of thirteen contiguous, buildable residential lots, together with such other typical associated supporting improvements such

as stormwater, access, utilities, etc. at the area of Wilbur and Manchester Avenues including current Blocks 23, 24, 26, 27, & 28 (the "M4 LLC Intended Use"). The Township intends to use the M4 LLC Properties for open space or any other lawful purposes (the "Township Intended Use"). The M4 LLC Intended Use and the Township Intended Use are collectively referred to as the "Intended Uses".

- (a) This Contract is contingent upon M4 LLC confirming that the Township Properties will satisfy the M4 LLC Intended Use and the Township confirming that the M4 LLC Properties will satisfy the Township Intended Use (collectively the "Intended Use Contingencies"). Each Party shall have the time under the Due Diligence Period to make such determination. In the event either Party determines that the applicable zoning, building codes, or other law, zoning resolution, regulations, etc., prohibit the respective Intended Uses, then either Party may elect to cancel this Contract.
- (b) Each Party agrees that it will obtain and pay for all inspections, permits and approvals required by law necessary to transfer title to the respective Properties.

10. Flood Area. The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If any of the Properties are in a "flood area", either party may cancel this Contract.

11. Property Lines. Each Party states that to the best of their knowledge, that no improvements on adjoining properties extend across the boundary lines of any of their respective Properties, subject to such facts as an accurate survey may reveal.

12. Ownership. Each Party agrees that the transfer of the Properties shall be free of all claims and rights of others, except for the following, provided same do not render title unmarketable:

- (a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any structure or other improvements on the Property, provided same do not unreasonably interfere with Township's Intended Use; and
- (b) any recorded agreements which limit the use of the Property, unless the agreements: (i) are presently violated; (ii) provided that the Property would be forfeited if they were violated; or (iii) unreasonably limit the normal use of the Property.

13. Correcting Defects. If any of the Properties do not comply with paragraphs 11 or 12 of this Contract, the non-compliant Party will be notified and given 20 days to make it comply. If the applicable Properties still do not comply after that date, then the other Party may either accept such title as the non-compliant Party is able to deliver or alternatively cancel this Contract, at which time, neither party shall have any further liability to the other.

14. Due Diligence Contingencies. It is agreed that this Contract is contingent upon, and further agreed that neither Party has to complete the purchase of the Properties unless and until, the following inspection conditions have been satisfied (collectively the "Due Diligence Contingencies"):

- (a) Specifically, each Party shall have a **one-hundred twenty (120) day** contingency period commencing from the Effective Date of this Contract (the "Due Diligence Period") within which to undertake any investigation and make any determination, in its sole discretion, as such Party may deem necessary. During the Due Diligence Period, each party shall allow the other Party and its agents reasonable access to the Properties for making such investigations.
- (b) In the event either Party does not notify the other Party within the Due Diligence Period (or any agreed upon extension) that it is cancelling this Contract, then the Due Diligence Contingency shall be deemed satisfied.

2017

15. Environmental Conditions and Representations. Each Party hereby represents to the best of their knowledge, and by participating in the Closing by delivering the deed, reaffirms that such representations shall be true and correct as of the Closing date, and the truth of which shall be a condition precedent to the performance by the other Party of its obligations contained herein, the following:

- (a) There are no oil or gasoline tanks or other underground storage tanks or other type of tanks or septic system(s) on their respective Properties. If any underground tanks of whatever nature or septic system(s) are existing and/or discovered and notice of same delivered to the non-compliant Party during the Due Diligence Period, then the compliant Party shall have the option of either: (i) requesting the non-complaint Party to decommission same in accordance with applicable laws or (ii) if the non-compliant is unable or refuses to decommission, the complaint party may either accept such condition and proceed to closing or cancel this Contract, at which time neither party shall have any further liability to the other.
- (b) The Properties are free and clear of any contamination and has not been nor is it presently used for any sort of industrial site, disposal of any hazardous or toxic material or product as defined by New Jersey and federal environmental laws, including but not limited to the New Jersey Spill Compensation and Control Act, the Industrial Site Remediation Act, Leaking Underground Storage Tank Act, all rules and regulations of NJDEP and its various divisions, and all other applicable statutes, both state and federal. If any contamination is existing and/or discovered, then the compliant Party shall have the option of either requesting the non-complaint Party to comply with all applicable laws necessary to transfer title free and clear of any contamination and/or in compliance with all laws; or (ii) if the non-compliant is unable or refuses to comply, the complaint party may either accept such condition and proceed to closing or cancel this Contract, at which time neither party shall have any further liability to the other.
- (c) Each Party shall have the right within the Due Diligence Period, at such Party's own expense, to undertake a review of all environmental reports currently on file with NJDEP (if any), undertake samplings at and/or to conduct invasive inspections of any of the Properties. Such rights shall include but not be limited to undertaking a Phase I and/or Phase II environmental report. Should the results reveal that there has been or may be contamination or the potential for contamination of any kind, or the presence of same is discovered from whatever source, then the compliant Party shall have the option of either requesting the non-complaint Party to comply with all applicable laws necessary to transfer title free and clear of any contamination and/or in compliance with all laws; or (ii) if the non-compliant is unable or refuses to comply, the complaint party may either accept such condition and proceed to closing or cancel this Contract, at which time neither party shall have any further liability to the other.

16. Zoning Contingencies; Delivery of Approvals. After the completion of the Due Diligence Period, and in the event the neither Party has elected to terminate this Contract, then M4 LLC shall have the following additional time periods (the "Approval Period") within which to obtain unconditional and unappealable formal approval from the appropriate municipal, county, state or federal agencies having jurisdiction over the Township Properties in order to develop the Township Properties for the M4 LLC Intended Use, inclusive of but not limited to all applicable street vacations (collectively the "Approval Contingencies").

- (a) M4 LLC shall have **nine (9) months** in order to obtain the necessary approvals in order to develop the Property for the Intended Use.
- (b) If M4 LLC is diligently pursuing the necessary applications at the expiration of the initial **nine (9) month** period provided for in subparagraph (a) above, then and in that event, the Approval Period shall be automatically extended for an additional **six (6) months** within which to secure said approvals.

- 1307
- (c) If a decision is rendered approving any applicable application, but the adoption of the formal Resolution and/or the expiration of the subsequent appeal period will expire outside of the Approval Period (including any extension as may be applicable pursuant to subparagraph (b) set forth above, it is agreed that the Approval Period shall automatically be extended to a date which shall be **sixty (60) days** from the date that the appeal period expires.
 - (d) Within the Approval Period (including any extension as may be applicable pursuant to subparagraph (b) or (c) above), M4 LLC shall notify the Township that it has either satisfied the Approval Contingencies or that it is terminating based on a denial and/or negative feedback. In the event M4 LLC does not notify the Township within this Approval Period (including any extension as may be applicable pursuant to subparagraph (b) or (c) above), either party may thereafter validly cancel this Contract in writing. Notwithstanding the foregoing, the parties agrees that the Approval Period (including any extension as may be applicable pursuant to subparagraph (b) or (c) above) shall be automatically extended until such time as M4 LLC notifies the Township that it has satisfied the Approval Contingencies or either party forwards a notice of cancellation of this Contract.

17. Miscellaneous Representations. Each Party represents, and by participating in the Closing by delivering the deed, reaffirms that such representations shall be true and correct as of the Closing date, and the truth of which shall be a condition precedent to the performance of its obligations contained herein, the following:

- (a) **Ownership.** Subject to the Transfer Contingency, each Party is the owner of their applicable Properties.
- (b) **Foreign Person.** Each Party is not a “foreign person” as such is defined under Section 1445(f)(3) of the Internal Revenue Code, as amended (the “Code”), or a “United States Real Property Holding Corporation”, as such term is defined under Code Section 1445(b)(3) and 897(c)(2), during the applicable period specified in Code Section 897(c)(1)(a)(iii), relating to the transfer of U.S. real property interests by foreign persons, and each Party shall deliver such documentation as required to verify same.
- (c) **Authority.** The person signing on behalf of each Party has the full right and authority to execute this Contract and consummate all of the transactions hereby contemplated.
- (d) **No Actions Against Property.** There are no actions, suits or proceedings pending or threatened against such Party affecting any portion of the respective Properties, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.
- (e) **No Attachments.** There are no attachments, executions, assignments for the benefit of creditors or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened by or against such Party.
- (f) **No Litigation.** There are no existing or pending litigation, claims, condemnations or sales in lieu thereof, contracts of sale, options to purchase or rights of first refusal with respect to any of the respective Properties other than as pertains to the Transfer Contingency, nor have any such actions, suits, proceedings, claims or other such matters been, to the best of such Party’s knowledge and belief, threatened or asserted.
- (g) **Condemnation/Improvements.** No Party has been notified, nor has it or any of them any knowledge of any possible future improvements by any public authority, the cost of any part of which would or might be assessed against the respective Properties or public requirement to improve the Properties. In the event either Party receives or becomes aware of any Notice of Condemnation, Municipal Assessment, or Governmental Order affecting their respective Properties or any other information which could affect the other Party’s Intended Uses, it shall immediately notify the other Party. In the event any such

contemplated action would impact upon the Intended Uses, the affected Party shall have the right to cancel this Contract.

18. Current Leases; Assignments. Each Party agrees that at Closing, no person, firm or corporation will have any title, interest or right to possession of their respective Properties or any portion thereof as a lessee, occupant, tenant or other possessor, nor as Contract purchaser. The terms of this paragraph shall survive Closing.

19. Risk of Loss. Each Party is responsible for any damage to their respective Properties, except for normal wear and tear, until Closing.

20. Cancellation of Contract. If this Contract is legally and rightfully canceled, the parties will be free of liability to each other.

21. License. Each Party agrees that by signing this Contract, it grants to the other Party a revocable license to enter onto their respective Properties at any time in order to undertake all obligations/inspections connected therewith. The Party (and its agents) entering onto such Properties agrees, however, that it shall be fully responsible for and agrees to indemnify and hold the other Party harmless from any and all damages, costs, expenses, suits, proceedings, fines, penalties, injuries, liabilities, claims, etc. to person and/or property, which may arise, directly or indirectly, by reason of its entry thereon.

22. Bulk Transfer. Each Party agrees that they will provide all documentation to the other Party within 20 days of the Closing Date, necessary to complete and sign form C-9600, Notification of Bulk Sale for submission to the State Division of Taxation in order to determine any outstanding or accrued state tax liability in order to comply with the Bulk Sale Notice provisions of N.J.S.A 54:50-38. The Closing will occur after the State Division of Taxation has issued letter setting or waiving an escrow. In the event any tax, interest or penalty is determined to be due and owing to the New Jersey Division of Taxation, the applicable Party against whom the State asserts mines are due or to be escrowed agrees to post in escrow with the other Party's counsel or alternatively the settlement agent (the latter of which each Party provides its consent), the requisite amount and thereafter, comply with any further instructions by the State and further agrees to indemnify the other Party from any and all tax liability arising out of the sale. The terms of this paragraph shall survive Closing.

23. Real Estate Tax and Insurance Payments. It is a condition precedent that Real Estate taxes, assessments and any other charge imposed by the municipality will continue to be paid current by the applicable Party on their respective Properties (or as to M4 LLC, but is applicable member), up to and including the Closing of title and delivery of deed. All property and general liability insurances will continue to be maintained by each Party on their respective Properties up to and including the Closing of title and delivery of deed.

24. Governmental Regulations. Each Party covenants that at its own expense and cost, it will comply with all written or oral notices and construct or cause to be constructed, any improvements required by any state or local governing body or authority having jurisdiction for which written or oral notice was given or work started or work agreed to prior to the date of this Contract.

25. Existing Information, Reports and Documents. Within five (5) days of the Effective Date, each Party agrees to provide directly or in the case of M4 LLC, through the M4 LLC members (to the extent in such Party's possession) to the other Party all available information reports and/or documentation regarding any conditions affecting their respective Properties or to which such Party either has personal knowledge or has been informed, including by way of example only and not by way of limitation, all title reports, surveys, engineering and environmental reports. Notwithstanding the forgoing, M4 LLC represents that it is unaware of any such documentation or information as to the M4 LLC Properties.

26. Brokers. Each party represents and warrants to the other that it has not hired, retained or dealt with any real estate broker, firm or salesperson in connection with the transaction contemplated by this Contract.

Notwithstanding the foregoing, each party expressly represents to the other that it will defend, indemnify and hold the other party harmless from and against any and all claims for brokerage fees or other commissions which may at any time be asserted against the non-breaching party, founded upon a claim that the aforesaid representation and warranty is untrue. This indemnification shall similarly cover any and all losses, damages, costs and expenses (including reasonable attorney's fees and disbursements) relating to such claims or arising therefrom or incurred by the non-breaching party in connection with the enforcement of this indemnification provision. The provisions of this paragraph shall survive the Closing.

27. Cooperation. Each Party agrees to cooperate with the other Party and use its best efforts to assist such Party in connection with any actions necessary to consummate the Closing.

28. Assessments for Municipal Improvements. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging property owners to pay for the improvement. All unpaid charges (assessments) against any of the Properties for work completed or contemplated before the Closing will be paid by or on behalf of the Party owning the subject Properties at or before the Closing. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Party owing will pay an estimated amount at the Closing. When the amount of the charge is finally determined, the Parties agree to pay any deficiency (if the estimate proves to have been too low) or return the excess (if the estimate proves to have been too high).

29. Adjustments at Closing. The Township and M4 LLC agree to adjust the following expenses as of the Closing date: rents, municipal water charges, sewer charges and taxes.

30. Possession. At the Closing the Township will be given possession of the M4 LLC Properties, free and clear of any tenants or occupants and M4 LLC will be given possession of the Township Properties, free and clear of any tenants or occupants.

31. Right to Discharge. Either Party shall have the right to have discharged on the other Party's behalf out of the proceeds of the sale tendered at Closing, any mortgage(s) or lien(s) of record covering the Properties.

32. Transfer and Other Fees.

(a) Each Party shall pay at closing any realty transfer fees and/or discharge fees, incurred in connection with the sale of their respective Properties.

(b) Each Party shall be responsible for and pay all title, survey, and due diligence fees incurred in connection with the Properties to be acquired.

33. Default; Damages.

(a) **By Township.** In the event the Township fails to cure a default after receipt of a 10 day written notice of default by M4 LLC or should the Township fail to close title hereunder for any reason, then M4 LLC may choose to terminate this Contract by forwarding a written notice of cancellation to the Township. If M4 LLC terminates the Contract by forwarding the notice of cancellation, the Township will no longer have any rights under this Contract and M4 LLC may pursue any rights permitted by law or in equity. Notwithstanding the foregoing, until such time as M4 LLC formally cancels this Contract by forwarding the notice of cancellation, Township may cure any such default, at which time the parties shall continue under the terms of this Contract as if no default has occurred.

(b) **By M4 LLC.** In the event that M4 LLC fails to cure a default after receipt of a 10 day written notice of default by Township, or should M4 LLC fail to close title hereunder for any reason, then the Township may choose to terminate this Contract by forwarding a written notice of cancellation to M4 LLC. If the Township

terminates the Contract by forwarding the notice of cancellation, M4 LLC will no longer have any rights under this Contract and the Township may pursue any rights permitted by law or in equity. Notwithstanding the foregoing, until such time as the Township formally cancels this Contract by forwarding the notice of cancellation, M4 LLC may cure any such default, at which time the parties shall continue under the terms of this Contract as if no default has occurred.

34. Recording of Contract. The parties agree not to record, a memorandum of this Contract.

35. Complete Agreement; Modification. This Contract is the entire and only agreement between the Township and M4 LLC. This Contract replaces and cancels any previous agreements between the Township and M4 LLC. This Contract can only be amended by an agreement in writing signed by both Township and M4 LLC.

36. Parties Liable. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

37. Notices. Whenever in this Contract it shall be required or permitted that notice or demand be given or served by either party hereto on the other, such notice or demand shall be given or served and shall not have been deemed to have been duly given or served, unless in writing and forwarded by personal delivery, certified mail with receipted return or recognized overnight carrier, addressed to the respected party (including any authorized representative/agent of such party), as follows:

If to each M4 LLC

Manchester 4, LLC

Attn: Gary Vialonga, Manager

620 Tinton Avenue, Building B, Suite 200

Tinton Falls, New Jersey 07724

Phone: (732)-389-5500 Ext. 263

e-mail: gvialonga@stavolarealty.com

With a copy to: Martin F. Pfleger, Esq.

Harter & Pfleger, LLC

209 Route 537

Colts Neck, NJ 07722

Phone 732-866-0700

e-mail: mpfleger@centraljerseylawfirm.com

If to Township: Township of Manchester

Attn: Carl Block, Administrator

1 Colonial Drive

Manchester, New Jersey 08759

Phone: (732)-677-8121

e-mail: cblock@manchestertwp.com

With a copy to: Lauren R. Staiger, Esq.

Dasti & Staiger

310 Lacey Road

Forked River, NJ 08731

Phone 609-549-8990

e-mail: _____

If any such notice or demand required under this Contract shall be given via certified mail, said notice or demand shall be deemed to have been given as of the date said notice or demand is received by certified mail, but in no event after the fourth day same is mailed. If personally delivered or sent via overnight carrier said notice or demand shall be deemed to have been given when received. The above addresses may be changed by written notice hereunder. Notices other than for a default may also be given by to the e-mail or telefax number stated above, provided the same are during normal business to be defined as 9:00 A.M. and 5:00 P.M. - Saturday, Sunday and legal holidays excluded.

38. Off- Site Conditions. Each Party represent to the best of its knowledge, that it has not received any notification or knowledge as to any environmental or other adverse off-site conditions which might adversely affect the value of their respective Properties.

39. Assignment. The Township agrees that M4 LLC shall have the absolute right to assign this Contract to a bona fide residential developer provided that (i) M4 LLC conveys to such developer fee title to the M4 LLC Properties simultaneously with the assignment; and (ii) the assignee's assumption of all of the rights and obligations of M4 LLC. Following such assignment, M4 LLC and its members and managers shall be fully released from the obligations under this Contract. The Contract may not be assigned by the Township.

40. Counterparts. This Contract may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

41. Waiver. Failure to enforce any of the provisions of this Contract by any of the parties shall not be construed as a waiver of the provisions therein.

42. Invalid Clause. The invalidity of any clause contained in this Contract shall not render any other provision invalid, and the balance of this Contract, not held to be invalid, shall be binding upon all parties hereto.

43. Governing Law. This Contract shall be construed in accordance with the laws of the State of New Jersey.

44. Headings. The section headings contained in this Contract are for reference only for the convenience of the parties. They shall not be deemed to constitute a part of this Contract nor shall they alter or supersede the contents of the paragraphs themselves.

45. Attorney Consultation. Each Party recognizes that as this Contract is a legal document which contains significant legal obligations and risks, and each Party acknowledges that each has had the opportunity to seek legal advice from counsel of his/her/its own choosing regarding this Contract and any Exhibits hereto.

46. Effective Date. The effective date of this Contract shall be the last date all parties have signed this Contract (the "Effective Date"). Fax signatures on this Contract shall be valid.

**[Signatures follow on next page]
[Balance of page intentionally left blank]**

SIGNED AND AGREED TO BY:

Witness:

Dated:

THE TOWNSHIP OF MANCHESTER

By: _____

MANCHESTER 4 LLC

By: _____
Gary Vialonga, Manager

Schedule A
(Description of the Properties)

st

Schedule A

DRAWN

BLOCK	LOT	ADDITIONAL LOT	OWNER_OWNER	PROPERTY_LOCATION
16	1996	1997-2002	KRUPNICK FAMILY TRUST	2173 HWY 70
16	2003	2004	STAVOLA REALTY COMPANY	2175 HWY 70
16	2005	2006-2008	WHITING PINES REALTY CORP	2185 HWY 70
16	2009	2010-2011	SUBURBAN AGENCY INC	2949 WILBUR AVE
16	2012	2013,2014	KRUPNICK FAMILY TRUST	2937 WILBUR AVE
17	1887	1888-1913	STAVOLA REALTY CO	2969 WILBUR AVE
17	1914	1915-1916	WHITING PINES REALTY CORP	2959 WILBUR AVE
17	1917	1918-1928	STAVOLA REALTY COMPANY	3121 BLANCHE AVE
17	1929	1930-1938	BLUFFVIEW INC/WINDING RIVER INC	2163 HWY 70
20	1787	1788	SUBURBAN AGENCY INC	3100 BRENTWOOD AVE
20	1791	1792	STAVOLA REALTY COMPANY	3106 BRENTWOOD AVE
20	1793	1794-1838	STAVOLA REALTY CO	3110 BRENTWOOD AVE
26	1304	1305-1306	STAVOLA REALTY CO	3279 JACKSON AVE
27	1187	1188-1196	STAVOLA REALTY CO	3279 MANCHESTER AVE
28	1116	1117	JERMAN, JEFFREY	3261 WESTON AVE
29	1008	1009-1015	MARK PROPERTIES LLC	3179 PLAINFIELD AVE
29	1033	1034-1041	SUBURBAN AGENCY INC	3221 PLAINFIELD AVE
29	1048	1049-1062	STAVOLA REALTY CO	3253 PLAINFIELD AVE

TOWNSHIP OWNED

BLOCK	LOT	ADDITIONAL LOT	OWNER_OWNER	PROPERTY_LOCATION
23	1267		MANCHESTER TOWNSHIP	3188 MANCHESTER AVE
23	1272	1273-1275	MANCHESTER TOWNSHIP	3206 MANCHESTER AVE
23	1322	1323-1352	MANCHESTER TOWNSHIP	3179 JACKSON AVE
24	1138	1139-1164	MANCHESTER TOWNSHIP	3178 WESTON AVE
24	1206	1207-1215	MANCHESTER TOWNSHIP	3239 MANCHESTER AVE
24	1216	1217-1233	MANCHESTER TOWNSHIP	3201 MANCHESTER AVE
26	1291	1292	MANCHESTER TOWNSHIP	3262 MANCHESTER AVE
26		1315-1321	MANCHESTER TOWNSHIP	3243 JACKSON AVE
27	1168	1169-1174	MANCHESTER TOWNSHIP	3242 WESTON AVE
27		1199-1200	MANCHESTER TOWNSHIP	3261 MANCHESTER AVE
27	1204	1205	MANCHESTER TOWNSHIP	3243 MANCHESTER AVE
28	1071	1072-1083	MANCHESTER TOWNSHIP	3179 WESTON AVE
28	1091	1092-1110	MANCHESTER TOWNSHIP	3201 WESTON AVE

**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 a refund for overpayment for the following property:

1. Block 108 lot 3 for overpayment of water in the amount of \$3,663.39 made payable to Whiting Towne Center 108 LLC, PO Box 141160, Staten Island, NY 10314.
2. Block 75.02 lot 68 for overpayment of taxes in the amount of \$937.67 made payable to Dennis Wagner, 39 Countrywalk Blvd., Whiting, NJ 08759.
3. Block 75 lot 95.02 , for overpayment of water in the amount of \$28.40 made payable to the Crestwood Village Four, 15E Moccassin Drive, Whiting, NJ 08759.

Total Amount Due \$ 4,629.46

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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

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 a refund to Corelogic for overpayment for the following properties:

1. Block 1.164 lot 30 in the amount of \$2,008.64
2. Block 1.02 lot 16 in the amount of \$1,900.46
3. Block 1.03 lot 5 in the amount of \$1,793.15
4. Block 1.40 lot 9 in the amount of \$1,635.35
5. Block 1.71 lot 39 in the amount of \$1,978.95
6. Block 1.95 lot 1 in the amount of \$1,782.88
7. Block 1.100 lot 39 in the amount of \$1,890.25
8. Block 1.108 lot 35 in the amount of \$1,811.25
9. Block 1.127 lot 26 in the amount of \$2,881.19
10. Block 1.142 lot 13 in the amount of \$2,811.71
11. Block 1.148 lot 30 in the amount of \$2,131.39
12. Block 1.237 lot 5 in the amount of \$2,338.46
13. Block 1.244 lot 26 in the amount of \$2,339.57
14. Block 1.256 lot 13 in the amount of \$2,983.31
15. Block 1.267 lot 1 in the amount of \$2,217.40
16. Block 1.282 lot 35 in the amount of \$2,051.97
17. Block 102.14 lot 9 in the amount of \$1,061.16
18. Block 102.15 lot 4 in the amount of \$941.46
19. Block 102.17 lot 29 in the amount of \$1,213.53
20. Block 102.21 lot 34 in the amount of \$995.66
21. Block 102.22 lot 26 in the amount of \$1,041.78
22. Block 102.22 lot 30 in the amount of \$812.00
23. Block 102.24 lot 66 in the amount of \$1,059.19
24. Block 109.01 lot 46 in the amount of \$2000.00
25. Block 109.02 lot 8 in the amount of \$1,031.14

Total Amount Due \$ 44,711.85

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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

#25-371

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING 63.01, LOT 1 FOR A WIDOW OF 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 63.01 lot 1 in the amount of \$5,027.03 for 2025, Cynthia Higgins, 3154 Ridgeway Blvd., Manchester, NJ 08759 became a Widow of a Totally Disabled Veteran effective January 1, 2025.
2. That the Tax Collector is hereby authorized to refund taxes in the amount of \$3,635.35 for 2025. 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. Cynthia Higgins
3154 Ridgeway Blvd.
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 at a meeting on the 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

#25-372

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING BLOCK 75.115, LOT 12 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 75.115 lot 12 in the amount of \$1,493.40 for 2025, Robert Lerner, 10A Portsmouth Street, Whiting, NJ 08759 became a Totally Disabled Veteran effective May 12, 2025.
2. That the Tax Collector is hereby authorized to refund taxes in the amount of \$175.20. 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. Robert Lerner
10A Portsmouth Street
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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

#25-373

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING BLOCK 38.13, LOT 284.01 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 38.13 lot 284.01 in the amount of \$4,302.44 for 2025, Albert Adler, 3A Edinburgh Lane, Manchester, NJ 08759 became a Totally Disabled Veteran effective January 1, 2025.
2. That the Tax Collector is hereby authorized to refund taxes in the amount of \$3,034.92. 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. Albert Adler
3A Edinburgh Lane
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 at a meeting on the 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

#25-374

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING BLOCK 1.144, LOT 26 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 1.144 lot 26 in the amount of \$3,254.66 for 2025, Michael Daley, 701 Champlain Street, Toms River, NJ 08757 became a Totally Disabled Veteran effective July 18, 2025.
2. That the Tax Collector is hereby authorized to refund taxes in the amount of \$1,091.13. 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. Michael Daley
701 Champlain Street
Toms River, NJ 08757

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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

#25-375

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING BLOCK 1.253, LOT 20 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 1.253 lot 20 in the amount of \$4,770.76 for 2025, Carlos Yepez, 1340 Madison Avenue, Toms River, NJ 08757 became a Totally Disabled Veteran effective July 18, 2025.
2. That the Tax Collector is hereby authorized to refund taxes in the amount of \$2,275.50. 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. Carlos Yepez
1340 Madison Avenue
Toms River, NJ 08757

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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

#25-376

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING BLOCK 113, LOT 1 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 113 lot 1 in the amount of \$1,964.25 for 2025 Vito Vivona, 26A Roosevelt City Road, Whiting, NJ 08759 became a Totally Disabled Veteran effective January 1, 2025.
2. 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. Vito Vivona
26A Roosevelt City Road
Whiting, NJ 08759
 - E. Cedar Glen Lakes, Inc.
100 Michigan Avenue
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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

#25-377

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING BLOCK 75, LOT 70 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 75 lot 70 in the amount of \$2,107.75 for 2025 Anthony Marino, 78 Constitution Blvd., Whiting, NJ 08759 became a Totally Disabled Veteran effective January 1, 2025.
2. 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. Anthony Marino
78 Constitution Blvd
Whiting, NJ 08759
 - E. Crestwood Village CO-OP Three, Inc.
250 Schoolhouse Road
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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

#25-378

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING BLOCK 97, LOT 1 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 97 lot 1 in the amount of \$2,255.25 for 2025 William Stuart, 11 Bowie Drive, Whiting, NJ 08759 became a Totally Disabled Veteran effective January 1, 2025.
2. 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. William Stuart
11 Bowie Drive
Whiting, NJ 08759
 - E. Crestwood Village CO-OP Two, Inc.
470 Hwy 530 Harmony Hall
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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

#25-379

DRAFT

**AMENDING RESOLUTION # 25-360 OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY, ESTABLISHING
CERTAIN FEES FOR 2025-2026 FALL/WINTER RECREATION PROGRAMS**

WHEREAS, Manchester Township Ordinance #10-012 authorizes the Township Council to establish certain fees for recreational activities by resolution; and

WHEREAS, the Recreation Department has informed the Township Council that the following activities have been scheduled by the Township:

ADULT PROGRAMS

~~\$80 - Golf (Intro/CoEd Adult)~~

\$125 - Golf (Intro/CoEd Adult)

A 15% late fee will be added to programs paid 3 business days or less prior to a program start date.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey that the Township Clerk shall forward a certified copy of this resolution to the following:

- A. Director of Recreation
- B. Chief Financial Officer
- C. Township Auditor

CERTIFICATION

I, Teri Giercyk, Municipal 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 of said Township at a meeting held on the 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING AWARD OF CONTRACT TO SUTPHEN CORPORATION THROUGH SOURCEWELL COOPERATIVE CONTRACT #113021-SUT FOR FIRE APPARATUS

WHEREAS, in accordance with the requirements of the Local Public Contract Law P.L. 2011, C.139 (the "Law" or "Chapter 139" and N.J.S.A.52:34-6.2 the regulations promulgated there under in Local Finance Notice LFN 2012-10, the following purchase without competitive bids from vendor with a National Cooperative Contract is hereby approved for municipalities, and;

WHEREAS, the Township of Manchester has the need to procure certain specialized firefighting equipment from Sutphen Program for One (1) 2025 Sutphen Top Mount Pumper Complete and Delivered in the amount of \$919,431.00, in accord with the Local Publics Contract Law N.J.S.A. 40A:11-1 et. Seq., and;

WHEREAS, the Township of Manchester has previously acted in accord with New Jersey public procurement statutes and regulations as promulgated by formally joining a recognized and compliant national cooperative, being the Sourcewell National Cooperative through Resolution R# 19-451, on December 17, 2019; and

WHEREAS the regulations as set forth within Local Finance Notice LFN 2012-10 have been fully complied with, and;

WHEREAS, the Qualified Purchasing Agent has complied with the public notification provisions of public advertisement and has received no protests in accord with law and regulation, and;

WHEREAS the equipment and corresponding Sourcewell National Cooperative contract number is: #113021-SUT for Sutphen Corporation 6450 Eiterman Rd. Dublin, OH 43016; and

WHEREAS the Chief Financial Officer certifies the funding is available in the amount of \$919,431.00 from:

Account number: Bond Ordinance #25-32 C-04-55-025-032-109

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 Division of Purchasing be and hereby is authorized to procure fire apparatus through Sutphen Corporation 6450 Eiterman Rd. Dublin, OH 43016 and accessories, through Sourcewell contract: #113021-SUT including accessories and warranty for \$919,431.00.
2. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Business Administrator;
 - B. Chief Financial Officer;
 - C. Purchasing Agent
 - D. Director of Emergency 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 of said Township at a meeting held on the 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE DISPOSITION OR SALVAGE OF VEHICLE(S) AND OBSOLETE EQUIPMENT IN THE POSSESSION OF THE TOWNSHIP AT AUCTION ON GOVDEALS.COM

WHEREAS, the Township has requested that the Township Council authorize the disposition of vehicle(s) currently in the possession of Manchester Township and also request to salvage the vehicle should the asking price and second offer be rejected; and,

WHEREAS, such surplus items may be sold at public auction to the highest bidder in accordance with N.J.S.A. 40A:11-36; and

WHEREAS, the Township Council has reviewed a request which describes the items aforesaid to be sold at the auction; and

WHEREAS, the items to be sold are:

2008 Hyundai Elantra
2017 Stepp Asphalt Patch Trailer
2004 Western Star 4900
2009 Ford F250
2006 Chevrolet Silverado
2002 Peterbilt 330
1996 E-one Pumper

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 Division of Purchasing, or its designee, be and hereby is authorized to sell at auction to the highest bidder, any and all surplus items as described.
2. The sale of the surplus property shall be conducted through Govdeals in accordance with the terms and conditions as attached: and
3. The sale will be conducted online, and the address of the auction site is www.Govdeals.com
4. The sale is being conducted pursuant to Local Finance Notice 2019-15.
5. The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
6. The Township reserves the right to accept or reject any bid submitted. That the Division of Purchasing, or its designee, be and hereby is authorized to sell at auction to the highest bidder, any and all surplus items as described.
7. That a certified copy of this Resolution shall be forwarded to the following:
 - A. Purchasing Agent
 - B. Chief Financial Officer
 - C. Business Administrator
 - D. Director of Public Works

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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, RELEASING ESCROW POSTED FOR BLOCK 73 / LOT 7
(59 BECKERVILLE ROAD)**

WHEREAS, escrows were posted by Scott Barnikow, Block 73 / Lot 7 (59 Beckerville Road);
and,

WHEREAS, under date of September 4, 2025, Township Engineers T and M Associates
recommended the return of the aforesaid 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 bond release of Block 73 / Lot 7 in the amount of \$1,302.75 plus interest
minus any outstanding invoices be released from account number 73658.
2. That the Township Clerk shall forward a certified copy of this Resolution to the
Following:
 - A. T and M Associates
 - B. Chief Financial Officer
 - C. Scott Barnikow
37 Centerboard Drive
Bayville, NJ 08721

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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AUTHORIZING FINAL PAYMENT, RELEASE OF PERFORMANCE BOND,
AND ACCEPTANCE OF MAINTENANCE BOND FOR BUCKINGHAM DRIVE NORTH WATER MAIN
REPLACEMENT**

WHEREAS, the Township of Manchester (“Township”) previously awarded a contract for the Buckingham Drive North Water Main Replacement (BID #24-11) to S&G Paving (the “Project”); and

WHEREAS, the Project was deemed substantially complete on November 27, 2024; and

WHEREAS, the Township’s Consulting Engineer, Remington & Vernick Engineers, issued a review memorandum dated August 19, 2025, recommending approval of Engineer’s Certificate No. 7 in the amount of \$39,601.07, which represents the retainage release and final payment for the Project, and further recommending the release of the Performance Bond, and acceptance of a Maintenance Bond; and

WHEREAS, the Maintenance Bond is in the amount of \$1,984,455.61, with an expiration date of November 27, 2026; and

WHEREAS, the Township accepts the recommendation of its professional staff.

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

1. The foregoing recitals are incorporated as if fully set forth at length herein.
2. The Township hereby accepts the recommendation of its professional staff and hereby authorizes payment of Engineer’s Certificate No. 7 in the amount of \$39,601.07, representing the retainage release and final payment on the Project; release of the Performance Bond; and acceptance of the Maintenance Bond in the amount of \$1,984,455.61 with an expiration date of November 27, 2026.
3. The Township Clerk shall forward a certified copy of this Resolution to the following:
 - a. Township CFO;
 - b. Alan B. Dittenhofer, PE, Remington & Vernick Engineers;
 - c. Pamela Hilla, PE, Remington & Vernick Engineers;
 - d. Matthew C. Moench, Esq, King, Moench & Collins LLP; and
 - e. Miguel Seixeiro, S&G Paving
4. This Resolution shall take effect immediately.

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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A WIRELESS FACILITIES SITE AUDIT

WHEREAS, the Township Council of the Township of Manchester, County of Ocean, State of New Jersey (hereinafter referred to as the “Township”) previously entered into a Competitive Contract with Munisite Holding Group Partners, LLC d/b/a Munisite; and

WHEREAS, Munisite contracted by the Township to provide consulting services for telecommunication system locations; and

WHEREAS, pursuant to Resolution #22-380, the Township authorized the assignment of Munisite’s rights and responsibilities under its contract for consulting services for telecommunication system locations to its sister company, ACE Telecom Consulting, LLC (hereinafter referred to as “ACE”); and

WHEREAS, ACE has provided a proposal to conduct a wireless facilities audit on the Township’s facilities, which is a service contemplated under its contract with the Township; and

WHEREAS, the Township wishes to authorize ACE to proceed with the work under the proposal.

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 Township authorizes ACE to conduct a wireless facilities audit pursuant to the proposal.
2. That the Mayor or his designee is authorized to execute any documents necessary to effectuate the intent of this Resolution.
3. That the Township Clerk shall send the certified copy of this resolution to ACE Telecom Consulting, LLC.

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 22nd day of September 2025.

Teri Giercyk, RMC, CMC
Municipal Clerk

DRAFT

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A SHARED
SERVICES AGREEMENT FOR ANIMAL CONTROL SERVICES BETWEEN
MANCHESTER TOWNSHIP AND THE BOROUGH OF LAKEHURST**

WHEREAS, the Borough of Lakehurst desires to enter into a Shared Services Agreement with the Township of Manchester for Animal Control Services; and,

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 Mayor is hereby authorized to execute and the Township Clerk to attest to a Shared Services Agreement between Manchester Township and the Borough of Lakehurst
2. That the term of the aforesaid agreement will be for a period of five (5) years unless sooner terminated by either Manchester Township or the Borough of Lakehurst.
3. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Business Administrator
 - B. Chief Financial Officer;
 - C. ACO/Police Department;
 - D. Lakehurst Borough

CERTIFICATION

I, Teri Giercyk, Township 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 Township Council of said Township at its meeting held on the 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, CALLING FOR COMPREHENSIVE REVIEW OF THE NEW JERSEY ENERGY MASTER PLAN

WHEREAS, the State of New Jersey has adopted an Energy Master Plan (EMP) calling for 100% carbon-free electricity by 2035; and

WHEREAS, concerns have been raised by municipalities, counties, and citizen groups regarding the potential economic impacts of this plan on electricity ratepayers; and

WHEREAS, analysis has been presented suggesting significant cost differentials between various energy generation sources, including offshore wind, solar, nuclear, and natural gas; and

WHEREAS, the economic burden of energy policy decisions ultimately falls upon residents and businesses who must pay electricity rates; and

WHEREAS, reliable and affordable electricity is essential for economic competitiveness, public health, and quality of life; and

WHEREAS, energy policy decisions should be based on comprehensive analysis that considers multiple factors including cost, reliability, environmental impact, and economic effects on ratepayers; and

WHEREAS, stakeholder input from affected communities should be incorporated into major energy policy decisions;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of Manchester Township hereby requests:

Section 1: Call for Independent Analysis

Requests that the New Jersey Board of Public Utilities commission an independent, comprehensive analysis of energy generation options that includes:

- Current levelized costs of energy (LCOE) from multiple authoritative sources
- Grid reliability and backup requirements for various energy sources
- Interconnection and transmission costs
- Economic impacts on residential, commercial, and industrial ratepayers
- Comparison with regional energy markets and pricing

Section 2: Stakeholder Engagement

Calls for expanded public participation in energy planning processes, including:

- Public hearings in affected communities
- Economic impact assessments for different regions and income levels
- Consideration of alternative pathways to carbon reduction goals
- Input from municipal and county governments

Section 3: Cost-Benefit Analysis

Requests evaluation of:

- Total system costs including generation, transmission, and grid stability
- Ratepayer impact analysis across different customer classes

- Comparison of New Jersey's approach with other states' energy strategies
- Assessment of the role of existing nuclear facilities in meeting carbon goals

Section 4: Timeline and Flexibility

Urges consideration of:

- Realistic timelines for achieving carbon reduction goals
- Flexibility to adjust targets based on technological developments and costs
- Interim strategies that balance environmental and economic objectives
- Coordination with federal energy policies and incentives

Section 5: Reporting

Requests that findings be made publicly available and presented to the Legislature, with recommendations for any necessary modifications to the Energy Master Plan to ensure affordability and reliability.

BE IT FURTHER RESOLVED that copies of this resolution be transmitted to:

- Governor Philip Murphy
- President of the New Jersey Senate
- Speaker of the New Jersey Assembly
- New Jersey Board of Public Utilities
- New Jersey Department of Environmental Protection

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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY,
SUPPORTING SENATE CONCURRENT RESOLUTION NO. 122 PREVENTING THE IMPLEMENTATION
OF THE NJPACT – REAL RULES**

WHEREAS, Senate Concurrent Resolution No. 122, introduced in the New Jersey Legislature by Senators Michael L. Testa, Jr. and Latham Tiver, and co-sponsored by Senators Carmen Amato, James Holzapfel, Parker Space and Douglas Steinhardt, as well as Assembly Concurrent Resolution No. 150 introduced by Assemblyman Antwan L. McClellan, and cosponsored by Assemblymen Brian E. Rumpf, Paul Kanitra, Gregory P. McGuckin, Donald A. Guardian, Gregory E. Myhre, and Assemblywomen Claire S. Swift, and Dawn Fantasia determines that the Department of Environmental Protection's (DEP) proposed rules and regulations known as "New Jersey Protecting Against Climate Change Resilient Environment and Landscapes" (NJPACT-REAL), published in the August 5, 2024 edition of the New Jersey Register, 56 N.J.R. 1282(a), are inconsistent with legislative intent; and

WHEREAS, the NJPACT - REAL regulations would significantly expand the boundaries of Flood Hazard Areas and impose sweeping regulatory changes affecting development, housing, and infrastructure across the State, particularly in coastal communities like those in Ocean County; and

WHEREAS, these proposed rules would increase the cost of living, property taxes, and construction expenses for Ocean County residents and businesses, placing an undue burden on working families, senior citizens, and local governments; and

WHEREAS, Ocean County is already proactively engaged in climate resilience and flood mitigation efforts, and the proposed rules undermine the ability of local governments to plan responsibly and economically for growth and adaptation; and

WHEREAS, the New Jersey Constitution vests lawmaking authority in the Legislature, not administrative agencies, and the Legislature has not enacted any law granting DEP the authority to impose such extensive regulations without legislative direction; and

WHEREAS, the Mayor and Council of the Township of Manchester supports SCR No. 122 in declaring that the NJPACT - REAL rules exceed DEP's statutory authority and contradict the principles of democratic governance and accountability; and

WHEREAS, the Mayor and Council of the Township of Manchester affirms that major policy shifts affecting land use, the economy, and property rights must go through the legislative process, with full transparency and opportunity for public input.

NOW, THEREFORE, BE IT RESOLVED, THAT THE TOWNSHIP OF MANCHESTER OF THE COUNTY OF OCEAN, STATE OF NEW JERSEY, hereby expresses its strong support for Senate Concurrent Resolution No. 122 and urges the New Jersey Legislature to take all necessary actions to prevent the implementation of the NJPACT - REAL rules as proposed.

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be forwarded to the Governor of the State of New Jersey, the President of the New Jersey Senate, the Speaker of the General Assembly, the Commissioner of the Department of Environmental Protection, and the legislative delegation representing Ocean County

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 22nd day of September 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk