



**MANCHESTER TOWNSHIP
COUNCIL MEETING AGENDA
OCTOBER 14, 2025
6:00 PM**

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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. AUDIT

#25-388 ACCEPTING AUDIT

6. APPROVAL OF MINUTES

Approval of Minutes – September 22, 2025 Regular Meeting Minutes

7. SUBMISSION OF BILLS

#25-389 Current Fund

#25-390 Utility Fund - ESA

#25-391 Utility Fund - WSA

8. ORDINANCES – First Reading & Introduction

#25-41 Authorizing the Purchase of Block 113, Lot 7 from Cedar Glen Lakes, Inc. (1300 Route 70 and the Corner of Roosevelt City Road; \$50,000)

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

#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

10. RESOLUTIONS: CONSENT AGENDA

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

A. PURCHASING

#25-392 AUTHORIZING AWARD OF CONTRACT TO BLAZE EMERGENCY EQUIPMENT THROUGH HOUSTON GALVESTON AREA COOPERATIVE (HGAC) NATIONAL COOPERATIVE CONTRACT # AM10-23 FOR TWO (2) REMOUNTED TPE I FORD F450 4X4 LIFELINE SUPERLINER AMBULANCES

#25-393 AUTHORIZING AWARD OF CONTRACT TO GABRIELLI TRUCK SALES THROUGH SOURCEWELL NATIONAL COOPERATIVE CONTRACT #032824-KTC FOR KENWORTH T480 AND ACCESSORIES

#25-394 AUTHORIZING THE AWARD OF WESTERN SERVICE AREA METER REPLACEMENT PHASE 3 BID #25-16

#25-395 AUTHORIZING AWARD OF CONTRACT TO JESCO INC. THROUGH SOURCEWELL NATIONAL COOPERATIVE CONTRACT #011723-JDC FOR JOHN DEERE, 320 P-TIER BACKHOE LOADER AND ACCESSORIES

#25-396 AUTHORIZING A STATE CONTRACT PURCHASE FOR DEPARTMENT OF PUBLIC WORKS THROUGH CIOCCA FORD OF FLEMINGTON NJ STATE CONTRACT T2100/24-FLEET-103122

#25-397 AUTHORIZING CONTRACT THROUGH EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE CONTRACT VENDOR CHERRY VALLEY TRACTOR SALES THROUGH #65MCESCCPS - ESCNJ 22/23-12

B. BONDS/ESCROWS

#25-398 RELEASING ESCROW POSTED FOR BLOCK 99.103 / LOT 5 (1800 NEWARK AVE)

C. FINANCE

#25-399 AMENDING RESOLUTION #25-362 SETTING THE FEES FOR TEMPORARY OFF-DUTY EMPLOYMENT FOR POLICE OFFICERS

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#25-400 AUTHORIZING THE REFUNDS REQUESTED BY THE TAX COLLECTOR

#25-401 AUTHORIZING THE REFUNDS REQUESTED BY THE TAX COLLECTOR

#25-402 AUTHORIZING BLOCK 38.18 LOT 365.01 FOR A TOTALLY DISABLED VETERAN

#25-403 AUTHORIZING BLOCK 102.09 LOT 6 FOR A TOTALLY DISABLED VETERAN

#25-404 AUTHORIZING RENEWAL OF MEMBERSHIP IN THE OCEAN COUNTY MUNICIPAL JOINT INSURANCE FUND

#25-405 REQUESTING PERMISSION FOR THE DEDICATION OF RIDER FOR DEDICATED UNIFORM FIRE CODE PENALTIES

D. MISCELLANEOUS

#25-406 AUTHORIZING PLACEMENT OF A LIEN ON ADDRESS (3100 WASHINGTON AVENUE BLOCK: 5 LOT:7)

E. LAND USE

#25-407 AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY BY SEALED BID (BLOCK 1.63 LOTS 1-4; MINIMUM BID \$290,000)

#25-408 AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY BY SEALED BID (BLOCK 1.231 LOTS 37 & 39/COMMONWEALTH BLVD; MINIMUM BID \$290,000)

11. PUBLIC COMMENT

12. EXECUTIVE SESSION

#25-409 CLOSED SESSION – PERSONNEL/CONTRACT NEGOTIATIONS

13. ADJOURNMENT

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, GOVERNING BODY CERTIFICATION OF THE ANNUAL AUDIT

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year ended December 31, 2024 has been filed by a Registered Municipal Accountant with the *Municipal Clerk* pursuant to N.J.S.A. 40A:5-6, and a copy has been received by each member of the governing body; and,

WHEREAS, R.S. 52:27BB-34 authorizes the Local Finance Board of the State of New Jersey to prescribe reports pertaining to the local fiscal affairs; and,

WHEREAS, the Local Finance Board has promulgated N.J.A.C. 5:30-6.5, a regulation requiring that the governing body of each municipality shall by resolution certify to the Local Finance Board of the State of New Jersey that all members of the governing body have reviewed, as a minimum, the sections of the annual audit entitled "Comments and Recommendations, and,

WHEREAS, the members of the governing body have personally reviewed as a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled "Comments and Recommendations, as evidenced by the group affidavit form of the governing body attached hereto; and,

WHEREAS, such resolution of certification shall be adopted by the Governing Body no later than forty-five days after the receipt of the annual audit, pursuant to N.J.A.C. 5:30-6.5; and,

WHEREAS, all members of the governing body have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the regulations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27BB-52, to wit:

R.S. 52:27BB-52: A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office.

NOW, THEREFORE BE IT RESOLVED, that the *Township Council* of the *Township of Manchester*, hereby states that it has complied with N.J.A.C. 5:30-6.5 and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

CERTIFICATION

I, Teri Giercyk, Clerk of the Township of Manchester, Count of Ocean, State of New Jersey, do hereby certify the foregoing to be true and correct copy of a Resolution adopted by the Township Council of said Township at a meeting held on the 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

25-389
October 14, 2025

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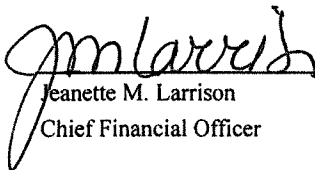
**RESOLUTION AUTHORIZING PAYMENT OF BILLS
MANCHESTER TOWNSHIP, NEW JERSEY**

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	\$	6,576,761.28
Capital Fund	\$	981,048.91
Escrows	\$	71,526.13
Affordable Housing Trust Fund	\$	5,389.50
Animal Control Fund	\$	435.20
Drug Enforcement Fund	\$	8,102.10
NJ Forfeiture Account	\$	3,423.11
N.J. Unemployment Trust	\$	
Public Assistance Discretionary Trust	\$	
Public Assistance Trust Fund I	\$	
Municipal Alliance Discretionary Trust	\$	400.00
Manchester Day Trust Fund	\$	
Public Defender Trust Fund	\$	
Recreation Trust Fund	\$	434.12
Open Space Trust Fund	\$	19,940.00
Manchester - Lakehurst Borough Construction Code Fund	\$	<u>607.00</u>
	\$	<u><u>7,668,067.35</u></u>

CERTIFICATION:



Jeanette M. Larrison
Chief Financial Officer

Signed: _____
Roxanne Conniff
Council President

Teri Giercyk
Township Clerk

BILL LIST ADDENDUM

25-389

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Capital Fund

CURRENT FUND

Payroll week ending 10/10/25

State Health Benfits Plan	SHBP-September Active & Retirees	WIRE	549,147.84
Manchester Board of Ed	October 2025 Current Expenses	WIRE	4,506,757.85
CEDE INC	GO BOND 2017 INT DUE 10/15	WIRE	44,462.50

\$ 5,100,368.19

SPECIAL ESCROW TRUST FUND

Colliers Engineering & Design	Various Developer Escrows	Chk#3230	4,050.00
Morgan Engineering LLC	Various Developer Escrows	Chk#3231	61,793.50

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Check Register By Check Date

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Range of Checking Accts: 01 CURRENT to 01 CURRENT Range of Check Dates: 09/23/25 to 10/14/25
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			
76741	09/26/25 MANCH130 TOWNSHIP OF MANCHESTER PAYROLL			10484
25001826	CURRENT PAY 20	1,012,971.36		
76742	10/08/25 NJMOT010 NJ MOTOR VEHICLE COMMISSION			10514
V2501466	TITLE FOR SUTPHEN PUMPER	60.00		
76743	10/14/25 ACCUR005 ACCURATE TOWING			10531
25000566	FOR TOWING SERVICES	130.00		
76744	10/14/25 ACTIO030 ACTION UNIFORM CO LLC			10531
25001517	Firearms Unit Shirts	1,650.00		
76745	10/14/25 ALBER025 ALBERT VEGA			10531
V2501421	RX REIMBURSEMENT	47.46		
76746	10/14/25 ALBER050 ALBERT ADLER			10531
V2501435	REFUND TOTALLY DISABLED VET	3,034.92		
76747	10/14/25 AMAZON01 AMAZON CAPITAL SERVICES INC			10531
25001619	Laptop Batteries	88.59		
25001655	Misc Supplies	219.64		
25001656	Office Supplies - Zoning	144.71		
25001665	Stand Up Desk	195.32		
25001689	Flash Drives - Records	318.44		
25001701	Solar powered flag pole light	102.72		
25001708	REPLACEMENT BATTERY FOR	299.99		
25001716	DYMO Label Printer Bundle	230.52		
25001723	Office Supplies	744.84		
25001753	Stand Up Desk	162.88		
25001787	New Compatible Dymo printer	271.01		
		2,778.66		
76748	10/14/25 AMERI065 AMERICAN WEAR, INC.			10531
25001291	MAINT. UNIFORMS FOR STAFF	1,583.86		
25001501	Uniform rental and cleaning	100.14		
		1,684.00		
76749	10/14/25 AMYSF005 AMY'S FLOWER & GIFT GARDEN			10531
25001690	In memory Wreath	360.00		
76750	10/14/25 APCOI005 APCO INTERNATIONAL, INC.			10531
25001724	PST1 Student Manuals	647.46		
76751	10/14/25 ARMAN005 ARMANDO V. RICCIO, LLC			10531
V2501409	SEPTEMBER LABOR COUNSEL	3,585.80		
76752	10/14/25 ATLAS005 ATLAS WELDING SUPPLY CO. INC.			10531
25001676	Oxygen Blanket	696.00		

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01	CURRENT	Current Fund Account	Continued	
76752	ATLAS WELDING SUPPLY CO. INC.	Continued		
25001791	WELDING PRODUCTS/CYLINDER RENT	<u>102.30</u>		
		798.30		
76753	10/14/25 AUTOM010 AUTOMATIC PROTECTION		10531	
25001794	Alarm Services/Service Call	554.00		
76754	10/14/25 BECKL005 BECK LAW LLC		10531	
V2501461	AUGUST PUBLIC DEFENDER	2,000.00		
76755	10/14/25 BLAZE005 BLAZE EMERGENCY EQUIP CO LLC		10531	
25001563	541 Engine & Cabin Air Filter	178.35		
25001582	544 Deficiency List	3,778.48		
25001677	Ambulance 547 A/C Repair	597.60		
25001678	Ridgeway 3423 Transmission	742.50		
25001683	Whiting 3311 Pump Fill Leaking	538.61		
25001684	Ambulance 544,add invoice	874.92		
25001685	3301 Check Engine Light	413.50		
25001725	Ambulance 549	1,082.04		
25001729	Lighting for Rehab Trailer	2,540.00		
25001733	544 Brakes	<u>986.27</u>		
		11,732.27		
76756	10/14/25 BONNI015 BONNIE R. PETERSON ATTY AT LAW		10531	
V2501426	SEPT. MUNICIPAL PROSECUTOR	3,800.00		
76757	10/14/25 BRIGH005 BRIGHT HARBOR HEALTHCARE		10531	
25001732	On-Point 3rd & 4th Quarter	8,750.00		
76758	10/14/25 BROWN005 BROWNELLS INC.		10531	
25000441	Blanket	553.67		
76759	10/14/25 BUILD005 BUILDER'S GENERAL SUPPLY CO IN		10531	
25000662	BUILDING SUPPLIES	87.93		
76760	10/14/25 BURLI005 BURLINGTON COUNTY INSTITUTE		10531	
25001718	ICS I-200 Training	45.00		
76761	10/14/25 CARLO025 CARLOS YEPEZ		10531	
V2501433	REFUND TOTALLY DISABLED VET	2,275.50		
76762	10/14/25 CASSA005 CASSANDRA COLGATE		10531	
V2501420	RX REIMBURSEMENT	155.96		
76763	10/14/25 CDWGO005 CDW GOVERNMENT		10531	
24-01997	TONER CARTRIDGES FOR FINANCE	650.06		
25000757	Xerox Toner - Bldg.	781.99		
25001161	DATA PROCESSING TONER	115.52		
25001386	Toner - Bldg. Dept.	<u>893.00</u>		
		2,440.57		

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01	CURRENT	Current Fund Account	Continued	
76764	10/14/25 CELEB005 CELEBRITY MOTORS OF TOMS RIVER		10531	
	25001375 VEHICLE REPAIRS/MAINTENANCE	536.60		
	25001754 FINAL BALANCE DUE FOR REPAIRS	<u>509.08</u>		
		1,045.68		
76765	10/14/25 CELES010 CELESTE DONOVAN		10531	
	V2501425 RX REIMBURSEMENT	25.66		
76766	10/14/25 CENTR010 CENTRAL JERSEY HEALTH INS.		10531	
	V2501463 DENTAL INS. OCTOBER 2025	22,776.79		
76767	10/14/25 CHRIS155 CHRISTOPHER J RAI		10531	
	25001712 July Invoice #25-0007	1,250.00		
76768	10/14/25 COLLI005 COLLIERS ENGINEERING & DESIGN		10531	
	25000897 GRANTS CONSULTING SERVICES	1,000.00		
	25001207 LSRP Services @ Man. DPW Site	4,683.75		
	25001641 NJBPU Community Energy Plan	993.75		
	V2501415 ENGINEERING SERVICES	<u>4,661.49</u>		
		11,338.99		
76769	10/14/25 COMCA025 COMCAST		10531	
	V2501447 CABLE SVC 8499 05 196 0386708	425.50		
76770	10/14/25 COMCA025 COMCAST		10531	
	V2501448 cable svc 8499 05 196 0386708	425.50		
76771	10/14/25 COMCA025 COMCAST		10531	
	V2501449 CABLE SVC 8499 05 196 0282378	229.89		
76772	10/14/25 COMCA025 COMCAST		10531	
	V2501450 CABLE SVC 8499 05 196 0194565	222.94		
76773	10/14/25 COMCA025 COMCAST		10531	
	V2501451 CABLE SVC 8499 05 196 0426124	144.94		
76774	10/14/25 COMCA025 COMCAST		10531	
	V2501452 CABLE SVC 8499 05 196 0266280	434.91		
76775	10/14/25 COMCA025 COMCAST		10531	
	V2501453 CABLE SVC 8499 05 196 0173684	529.48		
76776	10/14/25 COMCA025 COMCAST		10531	
	V2501465 CABLE SVC 8499 05 196 0110108	46.06		
76777	10/14/25 CONTI005 CONTINENTAL FIRE & SAFETY, INC		10531	
	25001288 Service for SCBA Fill Station	2,295.00		
76778	10/14/25 CORON010 CORONIS HEALTH RCM, LLC		10531	
	25001793 August Medical Billing	27,282.03		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
76779	10/14/25	COTAL005 COTALITY CENTRALIZED REFUNDS			10531
		V2501439 REFUND TAX OVERPAYMENTS	44,711.85		
76780	10/14/25	CRANE005 CRANEY INTERPRETING SERVICES			10531
		25001823 craney interpreting services	280.00		
76781	10/14/25	CREST075 CRESTON HYDRAULICS, INC			10531
		25000877 VEHICLE MAINT/REP	512.90		
76782	10/14/25	CROWN011 CROWN TROPHY FREEHOLD LLC			10531
		25001492 Engraved Plate - Ann Edwards	30.00		
76783	10/14/25	CYNTH015 CYNTHIA HIGGINS			10531
		V2501437 REFUND WIDOW OF TDV	3,635.35		
76784	10/14/25	DASTI020 DASTI & STAIGER, PC			10531
		V2501410 SEPTEMBER LEGAL SERVICES	18,468.87		
76785	10/14/25	DEBOR035 DEBORAH BURR			10531
		V2501430 RX REIMBURSEMENT	20.00		
76786	10/14/25	DELLC005 DELL COMPUTER CORP.			10531
		25001661 POWEREDGE R360 SMART SELECTION	11,178.48		
		25001666 Computer Monitors	826.96		
		25001687 PC refresh	8,599.80		
			<u>20,605.24</u>		
76787	10/14/25	DUPLI005 DUPLITRON, INC.			10531
		25001891 OPEN PO FOR COPIER OVERAGES	667.22		
76788	10/14/25	EARLE005 EARLE ASPHALT COMPANY			10531
		25000843 ASPHALT FOR ROAD REPAIRS	198.09		
76789	10/14/25	EASTE005 EASTERN WAREHOUSE DIST., LLC			10531
		25001478 VEHICLE REPAIR/MAINT. PARTS	37.13		
		25001560 VEHICLE MAINTENANCE/REPAIR PTS	1,222.02		
			<u>1,259.15</u>		
76790	10/14/25	ENTEN005 ENTENMANN ROVIN COMPANY			10531
		25001524 Police Badge	169.25		
76791	10/14/25	FEDER005 FEDERAL EXPRESS CORPORATION			10531
		25000447 OPEN PO FOR SHIPPING CHARGES	9.32		
76792	10/14/25	FIREF010 FIREFLOW SERVICES, INC.			10531
		25001139 Hose Repair	350.00		
76793	10/14/25	FLEET015 FLEETPRIDE, INC			10531
		25000981 HEAVY DUTY TRUCK PARTS	277.41		
76794	10/14/25	FTDEA005 DEARBORN LIFE INSURANCE CO			10531
		25001526 LIFE INS. PREMIUMS AUG-DEC	813.45		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
76795	10/14/25	GRANI005 GRANICUS, LLC			10531
25001763		One Meeting - agenda program	3,095.70		
76796	10/14/25	INDEP005 INDEPENDENT MAINTENANCE, INC.			10531
25001604		*ASAP* LIGHTNING STRIKE REPAIR	2,250.00		
76797	10/14/25	INTER075 INTERSTATE WASTE SERVICES OF			10531
25001486		Recycling for a 3 month period	93,300.72		
76798	10/14/25	JAMES005 JAMES DEAVER			10531
V2501424		EYEWEAR REIMBURSEMENT	299.00		
76799	10/14/25	JCPL0005 J C P & L			10531
V2501454		ELEC SVC 100 145 019 830	4,032.11		
76800	10/14/25	JCPL0005 J C P & L			10531
V2501455		ELEC SVC 200 000 021 788	30,282.21		
76801	10/14/25	JEANE020 JEANETTE LARRISON, PETTY CASH			10531
V2501423		SHORTAGE IN TAX OFFICE	18.95		
76802	10/14/25	JESSI030 JESSICA SHARO			10531
V2501429		RX REIMBURSEMENT	2.47		
76803	10/14/25	JIMC005 JIM CURLEY GMC TRUCK, INC			10531
25001531		gmc truck parts/maintenance	118.53		
76804	10/14/25	JOHNS010 JOHNSON & TOWERS, LLC			10531
25000875		VEHICLE MAINTENANCE/REPAIRS	85.16		
76805	10/14/25	LAKEH025 LAKEHURST LAWNMOWER			10531
25000965		FOR MOWER MAINTENANCE	191.92		
25001693		lawnmower blades	900.00		
			1,091.92		
76806	10/14/25	LEXIS005 LEXIS NEXIS			10531
25001688		LexisNexis Annual Register	245.00		
76807	10/14/25	LOBEL005 LOBELLO ISSAKOV NAPA LLC			10531
25001522		VEHICAL MAINT AND REPAIRS	265.66		
76808	10/14/25	LORIK005 LORI KERN			10531
V2501283		REFUND DUPLICATE EMS PAYMENT	250.00		
76809	10/14/25	LOWES010 LOWES HOME CENTERS, INC.			10531
25001259		OPEN PO SUPPLIES VARIOUS DEPT	1,358.17		
76810	10/14/25	MAGIC005 MAGIC TOUCH CONSTRUCTION CO			10531
25001842		Repair fan motor/squirrel cage	2,575.61		
76811	10/14/25	MAJES010 MAJESTIC OIL CO., INC.			10531
25001633		HEATING OIL DELIVERY TO SHOP	3,000.00		

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01	CURRENT	Current Fund Account	Continued	
76811	MAJESTIC OIL CO., INC.	Continued		
25001694	BALANCE OF PO FOR HEATING OIL	<u>2,713.18</u>		
		5,713.18		
76812	10/14/25 MECOI005 MECO INC.		10531	
V2501393	NJDOT IMPROVEMENTS STATION RD.	13,076.52		
76813	10/14/25 MERCH005 MERCHANTVILLE OVERHEAD DOOR		10531	
25001674	EMS Garage Door Repair	832.50		
25001740	LABOR TO INSTALL DOOR AT EMS	<u>1,106.00</u>		
		1,938.50		
76814	10/14/25 MICHA050 MICHAEL MARTIN		10531	
V2501427	EYEGLASS REIMBURSEMENT	185.98		
76815	10/14/25 MICHA265 MICHAEL WILLIAMS		10531	
V2501434	REFUND TOTALLY DISABLED VET	1,725.87		
76816	10/14/25 MONMO020 MONMOUTH CNTY PARK SYSTEM		10531	
25000743	2025 DAY CAMP TRIPS	240.00		
76817	10/14/25 MORGA010 MORGAN ENGINEERING LLC		10531	
V2501405	STATION ROAD DESIGN	7,000.00		
V2501406	MASTER PLAN REEXAM. REPORT	1,697.00		
V2501411	ENGINEERING SERVICES	<u>2,895.00</u>		
		11,592.00		
76818	10/14/25 MRKEY005 MR. KEYS INC		10531	
25001470	FOR DUPLICATE KEYS	64.00		
76819	10/14/25 MTSOP005 MT SOPHIA CAPITAL, LLC		10531	
25001273	2025 SPOTTED LANTERN FLY	2,700.00		
76820	10/14/25 MUNIC005 MUNICIPAL CLERKS ASSOC OF O.C		10531	
25001818	Teri Giercyk-Registrar Class	25.00		
76821	10/14/25 MUNIC030 MUNICIPAL RECORD SERVICES		10531	
25001691	Manchester Court SC Books	880.00		
76822	10/14/25 NAPAA005 NAPA AUTO PARTS		10531	
25001379	vehicle maintenance & repairs	264.00		
76823	10/14/25 NATIO105 NATIONAL HIGHWAY PRODUCTS, INC		10531	
25001127	STREET SIGN SHOP SUPPLIES	3,114.10		
76824	10/14/25 NEWJE065 NEW JERSEY PLANNING OFFICIALS		10531	
25001822	NJPO Membership	425.00		
76825	10/14/25 NICKR005 NICK RESTAURANT MANAGEMENT LLC		10531	
25001810	Senior bites vouchers	5,371.00		

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01	CURRENT	Current Fund Account	Continued	
76826	10/14/25 NJLM0005 NJLM		10531	
25001451	OPRA seminar	45.00		
76827	10/14/25 NJNAT005 NJ NATURAL GAS CO.		10531	
V2501459	NAT GAS SVC 22-0017-2203-84	1,792.30		
76828	10/14/25 NJSAC010 NJSAC NJ STATE ASSOC OF CHIEFS		10531	
25001784	Case Law & Liability	195.00		
76829	10/14/25 NJSOC005 NJ SOCIETY OF		10531	
25001468	NJSME Quarterly Meeting	165.00		
76830	10/14/25 OCEAN015 OCEAN COUNTY BOARD OF HEALTH		10531	
V2501407	AUGUST SHELTER SERVICES	1,321.00		
76831	10/14/25 OCEAN065 OCEAN COUNTY MAYOR'S ASSOC		10531	
25001838	Septtembers Mayors Meeting	20.00		
76832	10/14/25 OFFIC035 OFFICE BASICS, INC.		10531	
25001702	Supplies for Townhall	2,876.83		
76833	10/14/25 PEIRC005 PEIRCE-EAGLE EQUIPMENT		10531	
25001583	LEADER HOSE FOR PW TRUCK #37	421.00		
76834	10/14/25 PRICE005 PRICED RITE TOWING & ROAD		10531	
25000374	for towing twp vehicles	195.00		
76835	10/14/25 REMIN015 REMINGTON & VERNICK ENGINEERS		10531	
25000791	OPEN PURCHASE ORDER FOR	5,940.00		
V2501413	ENGINEERING SERVICES	1,384.50		
		<u>7,324.50</u>		
76836	10/14/25 RICHA180 RICHARD A ORIS		10531	
25001861	Employee BBQ	2,125.00		
76837	10/14/25 RICOH010 RICOH USA, INC		10531	
25001879	RICOH BLANKET	1,527.96		
76838	10/14/25 RIGGI005 RIGGINS, INC.		10531	
25001523	DIESEL FUEL FOR TWP VEHICLES &	13,475.62		
76839	10/14/25 ROBER345 ROBERT LERNER		10531	
V2501436	REFUND TOTALLY DISABLED VET	175.20		
76840	10/14/25 RUSSE015 R.REID WASTE HAULING&DISPOSAL		10531	
25001333	Blanket for port-a-johns	711.80		
76841	10/14/25 SAKER005 SAKER SHOPRITES, INC		10531	
25000269	OPEN PO FOR EVENTS	131.28		
76842	10/14/25 SHORE040 SHORE AVIATION SERVICES LLC		10531	
25001679	Police Contracts FAA COA	3,000.00		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
76843	10/14/25	STAPL010 STAPLES BUSINESS ADVANTAGE		10/14/25 VOID	10531 (void Reason: incorrect amount)
		25001426 Office Supplies	44.49		
		25001764 DOCUMENT SHREDDER FOR DPW OFFC	124.99		
			169.48		
76844	10/14/25	TABER005 TABERNACLE SOD FARM LLC			10531
		25001812 * SOD FOR TUSKEGEE PARK *	130.00		
76845	10/14/25	TELES010 TELESYSTEM			10531
		V2501460 PHONE SVC ACCT#9973948	4,186.41		
76846	10/14/25	THECA010 THE CANNING GROUP, LLC			10531
		25001306 QPA SERVICES JULY-DEC. 2025	1,458.33		
76847	10/14/25	THEHU005 THE HUNGRY PUPPY CORP.			10531
		25001078 K-9 Supply	415.95		
76848	10/14/25	THISI005 THIS IS YOGA NJ STUDIO LLC			10531
		25001692 Yoga August	350.00		
76849	10/14/25	TOMSR050 TOMS RIVER FIRE COMM.DIST NO.1			10531
		25001675 Pump Training	800.00		
76850	10/14/25	TONYS010 TONY'S GENERAL MDSE, INC.			10531
		25000031 OPEN PO FOR WORK BOOTS	582.00		
76851	10/14/25	TRANS010 TRANSUNION RISK & ALTERNATIVE			10531
		25001216 Police Background Invest	290.30		
76852	10/14/25	TRION005 TRIONAID ASSOCIATES, INC			10531
		25001728 EMS, Fire Vol Fire Backgrounds	1,845.00		
76853	10/14/25	TRUST010 TRU STOR, LLC			10531
		25001632 replacement switch wifi system	3,875.80		
76854	10/14/25	UNITE010 UNITED PARCEL SERVICE INC			10531
		25000448 OPEN PO FOR SHIPPING CHARGES	30.60		
76855	10/14/25	VERIZ020 VERIZON ONLINE			10531
		V2501444 PHONE SVC 555-731-148-0001-43	86.20		
76856	10/14/25	VERIZ020 VERIZON ONLINE			10531
		V2501445 PHONE SVC 452-496-004-0001-40	126.99		
76857	10/14/25	VERIZ030 VERIZON WIRELESS			10531
		V2501440 PHONE SVC 202847392-00001	2,845.76		
76858	10/14/25	VERIZ035 VERIZON			10531
		V2501442 PHONE SVC 450-491-959-0001-89	55.47		
76859	10/14/25	WBMAS005 WB MASON CO INC			10531
		25001700 Center Pull Paper Towels	194.97		

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01 CURRENT	Current Fund Account	Continued		
76860	10/14/25 WESTG005 WEST GROUP/THOMSON REUTERS		10531	
25001744		1,608.00		
76861	10/14/25 WEXBA005 WEX BANK INC.		10531	
V2501397	EMS GAS CONSUMPTION	38.49		
76862	10/14/25 WHITI095 WHITING EQUITIES LLC		10531	
V2501438	REFUND TAX OVERPAYMENT	13,950.16		
76863	10/14/25 WIREL005 WIRELESS COMMUNICATIONS		10531	
25001616	Whiting FD Radio Repair	665.00		
76864	10/14/25 STAPL010 STAPLES BUSINESS ADVANTAGE		10532	
25001426	Office Supplies	44.49		
25001764	DOCUMENT SHREDDER FOR DPW OFFC	99.99		
		144.48		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	123	1	1,476,393.09	169.48
Direct Deposit:	0	0	0.00	0.00
Total:	123	1	1,476,393.09	169.48

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	123	1	1,476,393.09	169.48
Direct Deposit:	0	0	0.00	0.00
Total:	123	1	1,476,393.09	169.48

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Totals by Year-Fund
Fund Description

Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND: 4-01	2,347.06	0.00	0.00	2,347.06
CURRENT FUND: 5-01	1,335,591.55	250.00	79,827.35	1,415,668.90
G-01	58,377.13	0.00	0.00	58,377.13
Total of All Funds:	1,396,315.74	250.00	79,827.35	1,476,393.09

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Range of Checking Accts: 04 GEN CAPITAL to 04 GEN CAPITAL Range of Check Dates: 09/23/25 to 10/14/25

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		
2970	10/14/25	CUST0010 CUSTOM-BANDAG, INC.		10528
25001548		SPARE WHEELS & TIRES FOR THE	9,708.60	
2971	10/14/25	DILW0005 DILWORTH PAXSON LLP		10528
V2501408		BOND ORDINANCE 25-31 & 25-26	800.00	
2972	10/14/25	LOWES010 LOWES HOME CENTERS, INC.		10528
25001636		MOUNTING BRACKET	1,503.20	
2973	10/14/25	MAGIC005 MAGIC TOUCH CONSTRUCTION CO		10528
25001846		RADIO TOWER A/C SERVICE CALL	536.26	
2974	10/14/25	MCCL0005 MCCLOSKEY MECHANICAL		10528
25001395		Radio Shelter AC	30,040.00	
25001635		SERVICE BARD WALL UNITS	2,344.35	
			32,384.35	
2975	10/14/25	MORGA010 MORGAN ENGINEERING LLC		10528
25000587		SCOPE AND FEE PROPOSAL	2,785.50	
25001802		PROFESSIONAL FEES IMPROVEMENTS	2,000.00	
25001815		SCOPE & PROPOSAL FEE FOR	11,900.00	
			16,685.50	
2976	10/14/25	SUTPH005 SUTPHEN CORPORATION		10528
25001824		Fire Engine for Station 32	919,431.00	

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	7	0	981,048.91	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	7	0	981,048.91	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	7	0	981,048.91	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	7	0	981,048.91	0.00

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Totals by Year-Fund
Fund Description

Fund

Budget Total

Revenue Total

G/L Total

Total

GENERAL CAPITAL:

C-04

981,048.91

0.00

0.00

981,048.91

Total of All Funds:

981,048.91

0.00

0.00

981,048.91

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Range of Checking Accts: 11 NJ FORF to 11 NJ FORF Range of Check Dates: 09/23/25 to 10/14/25
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	

11 NJ FORF	NJ Forfeiture Account			
1	10/14/25 GOVCO005 GOVCONNECTION, INC.			10520
25001637	Laptops/Accessories for DB	3,423.11		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	3,423.11	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	3,423.11	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	3,423.11	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	3,423.11	0.00

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	5-11	0.00	0.00	3,423.11	3,423.11
Total of All Funds:		<u>0.00</u>	<u>0.00</u>	<u>3,423.11</u>	<u>3,423.11</u>

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Range of Checking Accts: 12 ANIMAL to 12 ANIMAL Range of Check Dates: 09/23/25 to 10/14/25
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			
2317 10/14/25	NJDEP005 NJ DEPT HEALTH & SR. SERVICES		10521	
25001769	dog july 3 year licenses	217.80		
2318 10/14/25	NJDEP100 NJ DEPT OF HEALTH & SR. SVCS		10521	
25001768	july dog 1 year licenses	107.40		
2319 10/14/25	OCEAN015 OCEAN COUNTY BOARD OF HEALTH		10521	
V2501407	AUGUST SHELTER SERVICES	110.00		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	435.20	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u>3</u>	<u>0</u>	<u>435.20</u>	<u>0.00</u>

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	435.20	0.00
Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>
Total:	<u>3</u>	<u>0</u>	<u>435.20</u>	<u>0.00</u>

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
ANIMAL CONTROL	5-12	325.20	0.00	110.00	435.20
Total of All Funds:		325.20	0.00	110.00	435.20

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Range of Checking Accts: 15 OPEN SPACE to 15 OPEN SPACE Range of Check Dates: 09/23/25 to 10/14/25
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			
205 10/14/25	GREAT010 GREAT LAKES RECREATION CO, LLC		10526	
25001621	PermaPlay surface TuskegeePark	17,440.00		
25001786	MODIFY INSTALLATION OF 2 EA	2,500.00		
		19,940.00		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	19,940.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	19,940.00	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	19,940.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	19,940.00	0.00

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Totals by Year-Fund
Fund Description

Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
OPEN SPACE TRUST	T-15	19,940.00	0.00	0.00	19,940.00
Total of All Funds:		19,940.00	0.00	0.00	19,940.00

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Range of Checking Accts: 22 DRUG ENF to 22 DRUG ENF Range of Check Dates: 09/23/25 to 10/14/25
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			
1366 10/14/25	ADAMG010 ADAM GUKER		10522	
V2501428	REIMBURSE COURSE AND AIRFARE	3,905.38		
1367 10/14/25	GOLDT005 GOLD TYPE BUSINESS MACHINES		10522	
25001843	Back Trace Annual	2,016.00		
1368 10/14/25	JONAT015 JONATHAN MEANEY		10522	
V2501422	UPFITTING HOME FOR K-9 BUCK	2,180.72		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	8,102.10	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	8,102.10	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	8,102.10	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	8,102.10	0.00

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	8,102.10	8,102.10
Total of All Funds:		0.00	0.00	8,102.10	8,102.10

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Range of Checking Accts: 23 MUN ALLIANCE to 23 MUN ALLIANCE Range of Check Dates: 09/23/25 to 10/14/25

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

23 MUN ALLIANCE	Municipal Alliance Trust			
1466 10/14/25	JEMAR005 JEMARR GLENN			10523
V2501417	TRICK OR TRUNK DJ SERVICES	400.00		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	400.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	400.00	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	400.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	400.00	0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
MUNICIPAL ALLIANCE TRUST	5-23	0.00	0.00	400.00	400.00
Total of All Funds:		0.00	0.00	400.00	400.00

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Range of Checking Accts: 26 RECREATION to 26 RECREATION Range of Check Dates: 09/23/25 to 10/14/25
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		
1094	10/14/25	EAGLE010 EAGLE RIDGE GOLF CLUB		10527
25001720	2025	SUMMER GOLF PROGRAMS	400.00	
1095	10/14/25	LOWES010 LOWES HOME CENTERS, INC.		10527
25001406		MUSICAL THEATRE SUPPLIES	34.12	

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	434.12	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	434.12	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	434.12	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	434.12	0.00

Totals by Year-Fund
Fund Description

Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
RECREATION TRUST	T-26	434.12	0.00	0.00	434.12
Total of All Funds:		434.12	0.00	0.00	434.12

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Range of Checking Accts: 27 AFF HOUSE to 27 AFF HOUSE Range of Check Dates: 09/23/25 to 10/14/25
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			
481 10/14/25	COLLI005 COLLIERS ENGINEERING & DESIGN			10524
V2501403	4TH ROUND AFFORDABLE HOUSING	97.50		
V2501412	4TH ROUND AFFORDABLE HOUSING	97.50		
		195.00		
482 10/14/25	COMMU020 COMMUNITY GRANTS, PLANNING &			10524
V2501416	AFFORDABLE HSING ADMIN AGENT	5,194.50		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	5,389.50	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	5,389.50	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	5,389.50	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	5,389.50	0.00

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
AFFORDABLE HOUSING TRUST	5-27	0.00	0.00	5,389.50	5,389.50
Total of All Funds:		0.00	0.00	5,389.50	5,389.50

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Range of Checking Accts: 28 MANLKST BOI to 28 MANLKST BOI Range of Check Dates: 09/23/25 to 10/14/25
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

28 MANLKST BOI	MANCHESTER LAKEHURST BOI			
1096	10/14/25 SOLAR015 SOLAR MITE SOLUTIONS			10525
V2501286	REFUND LAKEHURST PERMIT 25-054	607.00		

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	607.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>607.00</u>	<u>0.00</u>

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	607.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>1</u>	<u>0</u>	<u>607.00</u>	<u>0.00</u>

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
MANCHESTER LAKEHURST SHRD SVC (BOI)	5-28	0.00	607.00	0.00	607.00
Total of All Funds:		0.00	607.00	0.00	607.00

APPROVED

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25-390

RESOLUTION AUTHORIZING PAYMENT OF BILLS

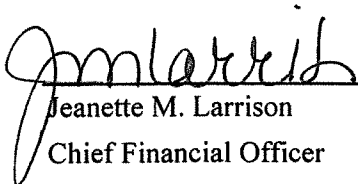
October 14, 2025

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	\$	221,072.18
Sewer Utility - East	\$	109,437.52
Utility Escrow - Water	\$	3,840.00
Utility Escrow - Sewer	\$	4,517.50
Sewer Utility Capital Fund	\$	-
Water Utility Capital Fund	\$	<u>707,493.24</u>
	\$	<u><u>1,046,360.44</u></u>

CERTIFICATION:



Jeanette M. Larrison
Chief Financial Officer

Signed: _____
Roxanne Conniff
Council President

Teri Giercyk
Township Clerk

DRAFT

UTILITY BILL LIST ADDENDUM

25-390

October 14, 2025

WATER OPERATING

PAYROLL WEEK ENDING 10/10/25

\$ -

SEWER OPERATING

PAYROLL WEEK ENDING 10/10/25

State Health Benefits Plan

SHBP-October Utilities Portion

Wire 32,000.00
\$ 32,000.00

WATER UTILITY ESCROW

Remington & Vernick

Various Utility Escrows

Chk#1628 3,840.00
\$ 3,840.00

SEWER UTILITY ESCROW

Remington & Vernick

Various Utility Escrows

Chk#1628 4,517.50
\$ 4,517.50

WATER UTILITY CAPITAL FUND

-

SEWER UTILITY CAPITAL FUND

-

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MANCHESTER TOWNSHIP
Check Register By Check Date

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Range of Checking Accts: 05 WATER EAST to 05 WATER EAST Range of Check Dates: 09/23/25 to 10/14/25
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			
7068 09/26/25	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL	09/30/25	10485	
25001827	WATER EAST PAY 20	38,462.40		
7069 09/30/25	NJDFW005 NJ DIV OF FISH & WILDLIFE		10506	
V2501396	WATER LOWERING PERMIT PINELAKE	2.00		
7070 10/14/25	ACSCH005 A.C. SCHULTES		10515	
25000343	well 11 rehab	131,996.00		
7071 10/14/25	AMERI065 AMERICAN WEAR, INC.		10515	
25001514	Blanket PO Uniforms	337.62		
7072 10/14/25	BUILD005 BUILDER'S GENERAL SUPPLY CO IN		10515	
25001651	TF5 Map Rack Building Supplies	905.40		
7073 10/14/25	CENTR010 CENTRAL JERSEY HEALTH INS.		10515	
V2501463	DENTAL INS. OCTOBER 2025	735.26		
7074 10/14/25	ENVIR015 ENVIRONMENTAL SERVICE		10515	
25000853	ESA Lime Pump Repair Parts	5,693.15		
25000854	ESA Lime Pump Repair Parts	5,343.01		
		11,036.16		
7075 10/14/25	HENDE005 HENDERSON LABS , INC		10515	
25001605	Blanket PO Water Sampling	3,420.00		
7076 10/14/25	LOWES010 LOWES HOME CENTERS, INC.		10515	
25001259	OPEN PO SUPPLIES VARIOUS DEPT	321.43		
7077 10/14/25	MIRAC005 MIRACLE CHEMICAL CO.		10515	
25000467	Blanket PO Hypo	3,013.88		
25001203	Blanket PO Hypo	1,451.13		
		4,465.01		
7078 10/14/25	PYRZW005 PYRZ WATER SUPPLY CO., INC.		10515	
25001697	ESA TF#5 CL2 Pump Repair Parts	578.00		
7079 10/14/25	REMIN015 REMINGTON & VERNICK ENGINEERS		10515	
25001281	Proposal/well 4 Pilot Study	1,985.00		
25001315	Proposal ESA Meters Phase 2	3,452.50		
25001316	EngServ W&S Ext Lambeth/Coloni	13,377.50		
V2501414	ENGINEERING SERVICES	4,852.10		
		23,667.10		
7080 10/14/25	TREAS045 TREASURER, STATE OF NEW JERSEY		10515	
V2501419	NJ SAFE DRINKING WATER	1,580.00		
7081 10/14/25	TREAS045 TREASURER, STATE OF NEW JERSEY		10515	
V2501431	RADIOACTIVE MATERIALS LICENSE	3,345.00		

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
05	WATER EAST	Water Operating Fund	Continued	
7082	10/14/25	USABL005 USA BLUEBOOK		10515
25001726	HACH CL2 Chemkey Reagents	220.80		
Checking Account Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	15	0	221,072.18
	Direct Deposit:	0	0	0.00
	Total:	15	0	221,072.18
Report Totals				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	15	0	221,072.18
	Direct Deposit:	0	0	0.00
	Total:	15	0	221,072.18

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MANCHESTER TOWNSHIP
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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER EAST FUND:	5-05	221,072.18	0.00	0.00	221,072.18
Total of All Funds:		221,072.18	0.00	0.00	221,072.18

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Range of Checking Accts: 06 WAT EAST CAP to 06 WAT EAST CAP Range of Check Dates: 09/23/25 to 10/14/25

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
06 WAT EAST CAP		Water Capital Fund		
1170	10/14/25	COREM005 CORE & MAIN LP		10519
25001226		ESA METER REPLACEMENT PHASE 2	700,165.90	
1171	10/14/25	EDMUN010 EDMUNDS GOVTECH, INC		10519
25001165		Meter Swap Conversion	3,750.00	
1172	10/14/25	REMIN015 REMINGTON & VERNICK ENGINEERS		10519
24-01520		ESA BOOSTER PUMP REPLACEMENT	259.10	
V2501404		N BUCKINGHAM DRIVE	3,318.24	
			3,577.34	

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	707,493.24	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	707,493.24	0.00

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	3	0	707,493.24	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	3	0	707,493.24	0.00

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER EAST CAPITAL:	C-06	707,493.24	0.00	0.00	707,493.24
Total of All Funds:		<u>707,493.24</u>	<u>0.00</u>	<u>0.00</u>	<u>707,493.24</u>

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Check Register By Check Date

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Range of Checking Accts: 07 SEWER EAST to 07 SEWER EAST Range of Check Dates: 09/23/25 to 10/14/25
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			
4345 09/26/25	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		10487	
25001829	SEWER EAST PAY 20	34,428.14		
4346 10/14/25	CDWGO005 CDW GOVERNMENT		10516	
25000779	HP Paper for printer	156.71		
4347 10/14/25	CENTR010 CENTRAL JERSEY HEALTH INS.		10516	
V2501463	DENTAL INS. OCTOBER 2025	1,306.05		
4348 10/14/25	CONTR005 CONTRACTOR SERVICE		10516	
25001283	Mark-Out Supplies	964.20		
4349 10/14/25	FREDK005 FRED & KATHY PATTERSON		10516	
V2501418	IRRIGATION REPAIR REIMBURSE	421.17		
4350 10/14/25	JCPL0005 J C P & L		10516	
V2501456	ELEC SVC 200 001 029 038	7,065.70		
4351 10/14/25	NJNAT005 NJ NATURAL GAS CO.		10516	
V2501458	NAT GAS SVC 22-0020-8311-78	319.36		
4352 10/14/25	REMIN015 REMINGTON & VERNICK ENGINEERS		10516	
25001853	Engineering Services	22,552.00		
4353 10/14/25	WATER010 WATER RESOURCE MANAGEMENT, INC		10516	
25001877	LICENSED OPERATIONS	9,875.00		
4354 10/14/25	WBMAS005 WB MASON CO INC		10516	
25001642	Office Supplies	349.19		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	10	0	77,437.52	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	10	0	77,437.52	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	10	0	77,437.52	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	10	0	77,437.52	0.00

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER EAST FUND:	5-07	77,437.52	0.00	0.00	77,437.52
Total of All Funds:		77,437.52	0.00	0.00	77,437.52

25-391

October 14, 2025

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RESOLUTION AUTHORIZING PAYMENT OF BILLS

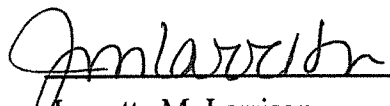
MANCHESTER TOWNSHIP, NEW JERSEY

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	\$	149,294.87
Sewer Utility West	\$	26,757.80
Water Utility West Capital Fund	\$	-
Sewer Utility West Capital Fund	\$	-
	\$	176,052.67

CERTIFICATION:



Jeanette M. Larrison
Chief Financial Officer

Signed: _____
Roxanne Conniff
Council President

Teri Giercyk
Township Clerk

DRAFT

UTILITY WEST ADDENDUM

25-391

WATER WEST OPERATING

PAYROLL WEEK ENDING 10/10/25

State Health Benefits Plan

SHBP-September Utilities Portion

Wire

32,000.00

32,000.00

SEWER WEST OPERATING

PAYROLL WEEK ENDING 10/10/25

0.00

WATER WEST CAPITAL

0.00

SEWER WEST CAPITAL

0.00

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Range of Checking Accts: 30 WATER WEST to 30 WATER WEST Range of Check Dates: 09/23/25 to 10/14/25
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			
23643 09/26/25	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL	09/30/25	10486	
25001828	WATER WEST PAY 20	29,450.58		
23644 09/30/25	NJDFW005 NJ DIV OF FISH & WILDLIFE		10507	
V2501395	WATER LOWERING PERMIT HWL	2.00		
23645 10/14/25	CENTR010 CENTRAL JERSEY HEALTH INS.		10517	
V2501463	DENTAL INS. OCTOBER 2025	605.90		
23646 10/14/25	EARLE005 EARLE ASPHALT COMPANY		10517	
25000341	Blanket PO Asphalt for Repairs	74.00		
23647 10/14/25	JCPL0005 J C P & L		10517	
V2501457	ELEC SVC 200 001 030 002	17,294.04		
23648 10/14/25	MIRAC005 MIRACLE CHEMICAL CO.		10517	
25001705	Blanket PO Hypo	5,558.93		
23649 10/14/25	OCEAN115 OCEAN COUNTY VOCATIONAL		10517	
25001777	Intro to Water/Wastewater OPS	1,040.00		
23650 10/14/25	REEDP005 THE ANDERSONS REED & PERRINE		10517	
25001630	Blanket PO Lime	8,625.00		
23651 10/14/25	REMIN015 REMINGTON & VERNICK ENGINEERS		10517	
25000284	Engineering Services WSA	3,830.00		
25001528	Proposal well 10	33,789.11		
25001852	Proposal well 10	1,868.39		
		39,487.50		
23652 10/14/25	STATE075 STATE OF NJ DCA		10517	
V2501476	REFUND W/S OVERPAYMENT	694.05		
23653 10/14/25	STEVE025 STEVENSON SUPPLY CO.		10517	
25001765	Lime Pump Repair Parts	313.90		
23654 10/14/25	SUBUR010 SUBURBAN PROPANE		10517	
25001434	Blanket PO Propane	90.11		
23655 10/14/25	TREAS045 TREASURER, STATE OF NEW JERSEY		10517	
V2501432	NJ SAFE DRINKING WATER	1,580.00		
23656 10/14/25	VERIZ035 VERIZON		10517	
V2501441	PHONE SVC 450-717-281-0001-52	815.58		
23657 10/14/25	VERIZ035 VERIZON		10517	
V2501443	PHONE SVC 250-717-282-0001-79	271.86		

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
30	WATER WEST	Water West Account	Continued	
23658	10/14/25	VERIZ035 VERIZON		10517
	V2501446	PHONE SVC 250-775-723-0001-90	135.36	
23659	10/14/25	WATER010 WATER RESOURCE MANAGEMENT, INC		10517
	25001877	LICENSED OPERATIONS	9,875.00	
23660	10/14/25	WBMA005 WB MASON CO INC		10517
	25001743	Cleaning / Office Supplies	1,381.06	
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	18	0	117,294.87
	Direct Deposit:	0	0	0.00
	Total:	18	0	117,294.87
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	18	0	117,294.87
	Direct Deposit:	0	0	0.00
	Total:	18	0	117,294.87

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MANCHESTER TOWNSHIP
Check Register By Check Date

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER WEST FUND:	5-30	117,294.87	0.00	0.00	117,294.87
Total of All Funds:		117,294.87	0.00	0.00	117,294.87

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Range of Checking Accts: 32 SEWER WEST to 32 SEWER WEST Range of Check Dates: 09/23/25 to 10/14/25
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			
12173 09/26/25	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL	09/30/25	10488	
25001830	SEWER WEST PAY 20	25,150.31		
12174 10/14/25	AMAZON01 AMAZON CAPITAL SERVICES INC		10518	
25001752	Cleaning / Office Supplies	118.87		
12175 10/14/25	CONTR005 CONTRACTOR SERVICE		10518	
25001454	New Pallet Jack	625.00		
12176 10/14/25	OCEAN090 OCEAN COUNTY RECYCLING		10518	
25000674	Blanket PO Asphalt Disposal	174.30		
12177 10/14/25	STATE075 STATE OF NJ DCA		10518	
V2501476	REFUND W/S OVERPAYMENT	689.32		
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	5	0	26,757.80
	Direct Deposit:	0	0	0.00
	Total:	5	0	26,757.80
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	5	0	26,757.80
	Direct Deposit:	0	0	0.00
	Total:	5	0	26,757.80

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER WEST FUND:	5-32	26,757.80	0.00	0.00	26,757.80
Total of All Funds:		26,757.80	0.00	0.00	26,757.80

ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE PURCHASE OF BLOCK 113, LOT 7 ON THE MUNICIPAL TAX MAP FROM CEDAR GLEN LAKES, INC. IN ACCORDANCE WITH THE PROVISIONS OF N.J.S.A. 40A:12-13 (b) AND N.J.S.A. 40A:12-13.2 (1300 ROUTE 70 AND THE CORNER OF ROOSEVELT CITY ROAD; \$50,000.00)

WHEREAS, Cedar Glen Lakes, Inc., is the owner of Block 113, Lot 7; and

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

WHEREAS, the municipality has established \$50,000.00 as the fair market value for said property; and

WHEREAS, the property owner, Cedar Glen Lakes, Inc., has offered to sell Block 113, Lot 7, to the Township of Manchester for the sum of \$50,000.00; 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 purchase of Block 113, Lot 7, from Cedar Glen Lakes, Inc.

SECTION 2. 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 14th day of October 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 27, 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

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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

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#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.

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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.

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- (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.

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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.

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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.

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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

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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:

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§ 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

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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

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#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.

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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

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#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;

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.

- 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.

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§ 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

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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.

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§ 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.

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§ 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).

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§ 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

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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 A
(Description of the Properties)

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Schedule A

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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

Schedule B

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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.

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- (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.

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.

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- (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

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**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO
BLAZE EMERGENCY EQUIPMENT THROUGH HOUSTON GALVESTON AREA
COOPERATIVE (HGAC) NATIONAL COOPERATIVE CONTRACT # AM10-23 FOR
TWO (2) REMOUNTED TPE I FORD F450 4X4 LIFELINE SUPERLINER
AMBULANCES**

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 Ambulances and accessories, to wit, (2) – Remounted Type I Ford F450 4x4 Lifeline Superliner Ambulances: in the amount of \$225,569.00 per unit for a total of \$451,138.00, in accordance 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 HGAC National Cooperative through Resolution 15-270 on September 14, 2015; 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 HGAC National Cooperative contract number is: #AM10-23 for Blaze Emergency Equipment Company, 715 Old Shore Road, Forked River, NJ 08731; and

WHEREAS, the Township is desirous of purchasing (2) – Remounted Type I Ford F450 4x4 Lifeline Superliner Ambulances: in the amount of \$225,569.00 per unit for a total of \$451,138.00 through Blaze Emergency Equipment Company, 715 Old Shore Road, Forked River, NJ 08731, and accessories, through HGAC contract: #AM10-23; and

WHEREAS the Chief Financial Officer certifies the funding is available in the amount of \$451,138.00 from:

Account number: C-04-55-025-032-107

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 herby is authorized to procure through the HGAC Cooperative contract #AM10-23, (2) – Remounted Type I Ford F450 4x4 Lifeline Superliner Ambulances: in the amount of \$225,569.00 per unit for a total

DRAFT

of \$451,138.00 through Blaze Emergency Equipment Company, 715 Old Shore Road, Forked River, NJ 08731, and accessories, through HGAC contract: #AM10-23

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. Chief of police

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 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AUTHORIZING AWARD OF CONTRACT TO GABRIELLI
TRUCK SALES THROUGH SOURCEWELL NATIONAL COOPERATIVE
CONTRACT #032824-KTC FOR KENWORTH T480 AND ACCESSORIES**

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 a 2025 Kenworth T480 Conventional single axle chassis and Galion 11' SS dump body and accessories through Sourcewell Contract #032824-KTC 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 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: 032824-KTC for Gabrielli Truck Sales 239 Bergen Turnpike Ridgefield Park, NJ 07660; and

WHEREAS the Township is desirous of purchasing a 2025 Kenworth T480 Conventional single axle chassis and Galion 11' SS dump body and accessories through Sourcewell Contract #032824-KTC for Gabrielli Truck Sales 239 Bergen Turnpike Ridgefield Park, NJ 07660, including accessories and warranty for \$267,750.20; and

WHEREAS, as per N.J.S.A. 40A:11-36, the procurement includes a trade in offset of Western Star 2002 packer and 2009 plow dump, for a value of \$10,000.00; and

WHEREAS the Chief Financial Officer certifies the funding is available in the amount of \$267,750.20 from:

Account number: C-04-025-032-103

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

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1. That the Department of Public Works be and hereby is authorized to procure a 2025 Kenworth T480 Conventional single axle chassis and Galion 11' SS dump body and accessories through Sourcewell Contract #032824-KTC for Gabrielli Truck Sales 239 Bergen Turnpike Ridgefield Park, NJ 07660, including accessories and warranty for \$267,750.20.
2. Department of Public Works is authorized to trade in Western Star 2002 packer and 2009 plow dump, for a value of \$10,000.00, under the authority of N.J.S.A. 40A:11-36.
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 Department 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 of said Township at a meeting held on the 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

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**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, AUTHORIZING THE AWARD OF WESTERN SERVICE
AREA METER REPLACEMENT PHASE 3 BID #25-16**

WHEREAS the Township duly advertised in a public fair and open manner bids for Western Service Area Meter Replacement Phase 3, Bid # 25-16 and received on September 18, 2025, at 1:30P.M.; and

WHEREAS the Township received one (1) response to bid, to wit:

Bidder	Amount
Core and Main Inc.	\$4,530,837.00

WHEREAS, Core and Main 61 Gross Ave. Edison, New Jersey, 08837 with a bid of \$401,340.00, was determined by the Township Consulting Engineer and Qualified Purchasing Agent to be the lowest responsive and responsible bidder in accord with N.J.S.A.40A:11-1 et. seq., and

WHEREAS, the Chief Financial Officer certifies funding is available in the amount of \$4,530,837.00 from line item:

Account: C-31-55-024-021-100

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 Western Service Area Phase 3, Bid #25-16 is hereby awarded to Core and Main 61 Gross Ave Edison, New Jersey, 08837, in the amount of \$4,530,837.00 and the Mayor is authorized to execute contract
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; and
 - D. Director of the Department of Public Works
 - E. Consulting Engineer

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 14th day of October 2025

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

**RESOLUTION AUTHORIZING AWARD OF CONTRACT TO JESCO INC. THROUGH SOURCEWELL
NATIONAL COOPERATIVE CONTRACT #011723-JDC FOR JOHN DEERE, 320 P-TIER BACKHOE LOADER
AND ACCESSORIES**

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 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 backhoe loader 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 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 contract number is: #011723-JDC for Jesco Inc, 118 St Nicholas Ave, South Plainfield, NJ; and

WHEREAS, the Township is desirous of purchasing a John Deere 320 P-tier Backhoe Loader and accessories through #011723-JDC for Jesco Inc, 118 St Nicholas Ave, South Plainfield, NJ, in the amount of, \$148,375.70, inclusive of all discounts and trade in; and

WHEREAS, in accord with N.J.S.A.40A:11-36, the Township is trading in 2010 John Deere 310SG Backhoe for credit of (\$16,000.00); and

WHEREAS, the Chief Financial Officer certifies the funding is available in the amount of:

\$148,375.70 from Account number: C-04-55-025-032-101

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 Department of Public Works is authorized to procure a John Deere 320 P-tier Backhoe Loader and accessories through #011723-JDC for Jesco Inc, 118 St Nicholas Ave, South Plainfield, NJ, in the amount of, \$148,375.70, inclusive of all discounts and trade in.
2. That as part of the overall price, the trading in 2010 John Deere 310SG Backhoe for credit of (\$16,000.00), in accord with N.J.S.A. 40A:11-36.
3. 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. Department 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 of said Township at a meeting held on the 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

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RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING A STATE CONTRACT PURCHASE FOR DEPARTMENT OF PUBLIC WORKS THROUGH CIOCCA FORD OF FLEMINGTON NJ STATE CONTRACT T2100/24-FLEET-103122

WHEREAS, the Township of Manchester wishes to purchase six (6) Ford F250 trucks from authorized vendors under the State of New Jersey Cooperative Purchasing Program; and,

WHEREAS, the purchase of goods and services by local contracting units is authorized by the Local Public contracts Law, N.J.S.A. 40A:11-12; and,

WHEREAS, Ciccoa Ford of Flemington, has been awarded New Jersey State Contract T2100/24-FLEET-103122; and,

WHEREAS, Ciccoa Ford of Flemington has provided for quote under state contract as follows:

1. Three (3) 2026 Ford F250 Regular Cab 4X4 Utility Body and accessories State Contract T2100/24-FLEET-103122 for 68,492.00 each, (\$205,476.00)
2. Three (3) 2026 Ford F250 Regular cab 4X4 Utility Body and accessories State Contract T2100/24-FLEET-103122 for 63,502.00 each, (\$190,506.00)
; and

WHEREAS, the award of the contracts aforesaid shall be conditioned upon the certification of the availability of funds not to exceed \$395,982.00 by the Chief Financial Officer.

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

1. That state contract purchase for the Department of Public Works for Three (3) 2026 Ford F250 Regular Cab 4X4 Utility Body and accessories State Contract T2100/24-FLEET-103122 for 68,492.00 each, (\$205,476.00)
2. Three (3) 2026 Ford F250 Regular cab 4X4 Utility Body and accessories State Contract T2100/24-FLEET-103122 for 63,502.00 each, (\$190,506.00)
For a total of \$395,982.00 through Ciccoa Ford of Flemington, is hereby approved.
3. That the Township Clerk shall forward a certified copy of this Resolution to the following:
 - A. Chief Financial Officer
 - B. Business Administrator
 - C. Director of Public Works
 - D. Qualified Purchasing Agent

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 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING CONTRACT THROUGH EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY COOPERATIVE CONTRACT VENDOR CHERRY VALLEY TRACTOR SALES THROUGH #65MCESCCPS - ESCNJ 22/23-12

WHEREAS the Township of Manchester may by resolution, and without advertising for bids or obtaining quotations, purchase any goods or services as per N.J.S.A. 40A:11-11, under the Educational Services Commission of New Jersey Cooperative Pricing System; and

WHEREAS, the Township of Manchester has the need on a timely basis to purchase goods and services utilizing Educational Service Commission of New Jersey Contracts, duly authorized under law to extend contract pricing to local units, per N.J.A.C. 5:34-7 et. Seq.; and

WHEREAS the Township intends to enter into contract for procurement of one (1) Kubota M5-111HDC12-1 4WD Tractor and accessories, in the amount of \$169,334.88; and

WHEREAS, the Chief Financial Officer has certified funds in the amount of \$169,334.88 are available in:

C-04-55-000-000-779

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 hereby is authorized to procure one (1) Kubota M5-111HDC12-1 4WD Tractor and accessories, in the amount of \$169,334.88 with accessories through Cherry Valley Tractor Sales, 35 Route 70 West, Marlton, New Jersey 08053-3099 through ESCNJ Contract 22/23-12.
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; and
 - C. 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 of said Township at a meeting held on the 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

#25-398

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**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,
STATE OF NEW JERSEY, RELEASING ESCROW POSTED FOR BLOCK 99.103 /
LOT 5 (1800 NEWARK AVE)**

WHEREAS, escrows were posted by John Accisano, Block 99.103 / Lot 5 1800 NEWARK AVE); and,

WHEREAS, under date of September 26, 2025, Township Engineers Morgan Engineering 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 escrow release of Block 99.103 / Lot 5 in the amount of \$500.00 plus interest minus any outstanding invoices be released from account number 10057.
2. That the Township Clerk shall forward a certified copy of this Resolution to the Following:
 - A. Morgan Engineering
 - B. Chief Financial Officer
 - C. Riverside Construction & Remodeling LLC
83 Irons St
Toms River, NJ 08753

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 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

#25-399

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AMENDING RESOLUTION #25-362 SETTING THE FEES FOR TEMPORARY OFF-DUTY EMPLOYMENT FOR POLICE OFFICERS

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

Pursuant to D.(8) of Section 2-40, entitled "Temporary off-duty employment for police officers", the Township fee shall be:

Officer rate - \$100/hr

Admin fee - \$20/hr

Third party administrator fee - ~~\$8/hr~~ 8%

BE IT FURTHER RESOLVED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, that Certified copies of this Resolution be forwarded to the Township Administrator and Township CFO.

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 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

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#25-400

**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 1.65 lot 26 for overpayment of water in the amount of \$40.00 made payable to Diane Wendelll, 301 Middlesex Street, Toms River, NJ 08757.
2. Bock 2 lot 773.11 for overpayment of taxes in the amount of \$1,516.38 made payable to Veterans United Home Loans, Attn: Sydney Sirotzki/Mortgage Research Center, 550 Veterans United Drive, Columbia, MO 65201.
3. Block 75.120 lot 42 for overpayment of taxes in the amount of \$808.70 made payable to Michael & Angela Munson, 3A Cottage Court, Whiting, NJ 08759.

Total Amount Due \$ 2,365.08

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 14th day of October 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 for overpayment for the following property:

1. Block 1.288 lot 30 for an overpayment made payable to Cotality in the amount of \$2,225.56.
2. Block 1.293 lot 6.01 for overpayment made payable to Cotality in the amount of \$2,619.68.
3. Block 1.318 lot 39.01 for overpayment made payable to Cotality in the amount of \$1,792.15.
4. Block 1.326 lot 26.01 for overpayment made payable to Cotality in the amount of \$1,458.44.
5. Block 1.334 lot 22.01 for overpayment made payable to Cotality in the amount of \$ 2,908.25.
6. Block 1.335 lot 26 for overpayment made payable to Cotality in the amount of \$2,005.71.
7. Block 1.308 lot 1for overpayment made payable to Cotality in the amount of \$654.93.
8. Block 2 lot 773.05 for overpayment made payable to Cotality in the amount of \$1,506.83.
9. Block 2 lot 773.11 for overpayment made payable to Cotality in the amount of \$1,516.38.
10. Block 38.02 lot 125.02 for overpayment made payable to Cotality in the amount of \$890.61.
11. Block 38.07 lot 195.04 for overpayment made payable to Cotality in the amount of \$776.46.
12. Block 38.19 lot 373.02 for overpayment made payable to Cotality in the amount of \$1,050.20.
13. Block 38.19 lot 375.03 for overpayment made payable to Cotality in the amount of \$ 718.25.
14. Block 38.19 lot 382.01 for overpayment made payable to Cotality in the amount of \$765.92.

Total Amount Due \$ 20,889.37

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 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

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#25-402

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF
NEW JERSEY, AUTHORIZING BLOCK 38.18, LOT 365.01 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 38.18 lot 365.01 in the amount of \$3,340.68 for 2025, George Jenik, 33A Cambridge Circle, 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 \$2,781.95. 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. George Jenik
33A Cambridge Circle
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 14th day of October 2025.

Teri Giercyk RMC/CMC
Municipal Clerk

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#25-403

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING BLOCK 102.09, LOT 6 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 102.09 lot 6 in the amount of \$2,974.02 for 2025, Donald V. Hansen, 15 Norwalk Avenue, Whiting, 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 \$2,025.89. 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. Donald V. Hansen
15 Norwalk 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 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

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RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, FOR RENEWAL OF MEMBERSHIP IN THE OCEAN COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, Manchester Township is a member of the Ocean County Municipal Joint Insurance Fund; and

WHEREAS, said renewed membership terminates as of December 31, 2025, unless earlier renewed by agreement between the Municipality and the Fund; and

WHEREAS, the Municipality desires to renew said membership.

NOW THEREFORE, be it resolved as follows:

1. The Manchester Township agrees to renew its membership in the Ocean County Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
2. The Mayor and Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Ocean County Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

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 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

#25-405

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
REQUESTING PERMISSION FOR THE DEDICATION OF RIDER FOR DEDICATED
UNIFORM FIRE CODE PENALTIES**

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

WHEREAS, N.J.S.A. 52:27D-192 et seq_ provides for receipt of Uniform Fire Safety Act Penalties by the municipality to provide for the operating costs to administer this act; and,

WHEREAS, N.J.S.A. 40A:4-39 provides the dedicated revenues anticipated from the receipt of Uniform Fire Safety Act Penalties are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement:

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

1. The Governing Body does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the provides for receipt of Uniform Fire Safety Act Penalties.
2. The Clerk of the Township of Manchester, County of Ocean is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

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 on the 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

DRAFT

RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, ACCEPTING THE CERTIFICATION OF THE DIRECTOR OF PUBLIC WORKS CONCERNING COSTS INCURRED IN THE CLEAN UP OF THE PROPERTY LOCATED AT 3100 WASHINGTON AVE (BLOCK 5 LOT 7), AND AUTHORIZING THE PLACEMENT OF A LIEN AGAINST SAID PROPERTY FOR SAID COSTS

WHEREAS, in accordance with the provisions of Chapter 313, specifically Section 14, of the Township Code of the Township of Manchester, the Township Department of Public Works cleaned up the property located at 3100 Washington Ave (Block 5 Lot 7), after duly giving notice to the property owner of said property pursuant to Chapter 13; and

WHEREAS, the Director of Public Works has certified the cost incurred by the Township in cleaning up the aforementioned property; and

WHEREAS, the total additional costs incurred by the Township for the cleanup of the property, as certified by the Director of Public Works is \$1241.10.

WHEREAS, Chapter 15, in accordance with the state statutes, authorizes the governing body to have a lien placed against the subject property for the costs incurred by the Township in the cleanup of the property together with the interest therein at a rate of delinquent taxes but no less than eight percent (8%) per annum.

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 Council does hereby formally accept and approve the certification by the Director of Public Works for the cleanup of the property located at 3100 Washington Ave (Block 5 Lot 7).
2. That the Township Council does hereby direct the Tax Collector to place an assessment against the subject property in accordance with this resolution.
3. That a copy of the certified costs by the Township in removing the debris and cleaning up the property, together with a copy of this resolution, shall be forwarded to the owner of the property by certified and regular mail in accordance with the provisions of N.J.S.A. 40:48-2.5
4. That the Township Clerk shall forward a certified copy of this resolution to:
 - A. Tax Collector;
 - B. Director of Public Works,
 - C. Chief Financial Officer; and
 - D. Code Enforcement Official.

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 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY BY SEALED BID**

WHEREAS, the Township Council of the Township of Manchester has determined that the surplus real properties known as Block 1.63 Lots 1-4 on the official tax map of the Township of Manchester is no longer of any use to the Township; and

WHEREAS, the property shall be sold via sealed bid to the highest bidder; and

WHEREAS, the minimum price shall be \$290,000.00.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Manchester, in the County of Ocean, State of New Jersey, that the surplus real property known as Block 1.63 Lots 1-4 is to be sold via a sealed bid to the highest bidder.

BE IT FURTHER RESOLVED, that the Township shall establish a minimum price of \$290,00.00, but the Township shall reserve the right to reject all bids in the event that the highest bid is not accepted; and

BE IT FURTHER RESOLVED, that the terms of the sealed bid shall be set forth in the formal public advertisement. The bid opening shall be held at the Manchester Township Municipal Building, Municipal Clerks Office, 1 Colonial Drive, Manchester, NJ 08759, at 10am., Wednesday, October 22, 2025. The highest bidders shall be required to execute a Contract and provide a certified check or cash in the amount of ten percent (10%) of the bid, the form of Contract can be obtained from the Township Clerk; and

BE IT FURTHER RESOLVED, that the highest bids will be reviewed and accepted or rejected by the Township Council at its next public meeting, on October 27, 2025.

BE IT FURTHER RESOLVED, that the successful bidders shall be required to close by December 19, 2025.

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 14th day of October 2025.

Teri Giercyk, RMC, CMC
Municipal Clerk

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE SALE OF SURPLUS REAL PROPERTY BY SEALED BID**

WHEREAS, the Township Council of the Township of Manchester has determined that the surplus real properties known as Block 1.231 Lots 37 & 39 on the official tax map of the Township of Manchester is no longer of any use to the Township; and

WHEREAS, the property shall be sold via sealed bid to the highest bidder; and

WHEREAS, the minimum price shall be \$290,000.00.

NOW THEREFORE BE IT RESOLVED, by the Township Council of the Township of Manchester, in the County of Ocean, State of New Jersey, that the surplus real property known as Block 1.231 Lots 37 & 39 is to be sold via a sealed bid to the highest bidder.

BE IT FURTHER RESOLVED, that the Township shall establish a minimum price of \$290,00.00, but the Township shall reserve the right to reject all bids in the event that the highest bid is not accepted; and

BE IT FURTHER RESOLVED, that the terms of the sealed bid shall be set forth in the formal public advertisement. The bid opening shall be held at the Manchester Township Municipal Building, Municipal Clerks Office, 1 Colonial Drive, Manchester, NJ 08759, at 10am., Wednesday, October 22, 2025. The highest bidders shall be required to execute a Contract and provide a certified check or cash in the amount of ten percent (10%) of the bid, the form of Contract can be obtained from the Township Clerk; and

BE IT FURTHER RESOLVED, that the highest bids will be reviewed and accepted or rejected by the Township Council at its next public meeting, on October 27, 2025.

BE IT FURTHER RESOLVED, that the successful bidders shall be required to close by December 19, 2025.

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 14th day of October 2025.

Teri Giercyk, RMC, CMC
Municipal Clerk

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
IN ACCORDANCE WITH SECTION 2 OF THE OPEN
PUBLIC MEETINGS ACT, CHAPTER 231, PUBLIC LAWS OF 1975**

WHEREAS, Section 2 of the Open Public Meetings Act, Chapter 231, Public Laws of 1975, permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist.

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 public shall be excluded from discussion of and actions upon following specified subject matter(s)
2. The general nature of the subject matter to be discussed is as follows:
 - a. Contract Negotiation
 - b. Personnel
3. It is anticipated at this time that the above stated subject matter(s) will be made public within sixty (60) days
or
4. At such time the need for confidentiality no longer exists.
5. This resolution shall become effective 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 on the 14th day of October 2025.

Teri Giercyk, RMC/CMC
Municipal Clerk