

**TOWNSHIP OF MANSFIELD
BURLINGTON COUNTY
MEETING MINUTES
May 8, 2019
3:30PM**

A Special Meeting of the Mansfield Township Committee was held on the above mentioned date with the following in attendance: **Mayor Sean Gable, Deputy Mayor Magee, Committeeman Robert Higgins, Committeeman Frederick Cain, Township Administrator Michael Fitzpatrick, Township Solicitor John Gillespie, and Municipal Clerk Linda Semus. Committeewoman DiGiuseppe** was absent from this meeting.

Mayor Gable called the meeting to order at 3:30PM, followed by the following opening statement read by **Municipal Clerk Semus**.

“Adequate Notice” has been provided for this Special Meeting and has been posted on the Official Bulletin Board of the Township of Mansfield, Noticed to the Burlington County Times on May 3, 2019 and filed with the Municipal Clerk of the Township of Mansfield, notice of which contained the date, time, place, and purpose of this meeting stating that formal action may be taken on any and all subjects involving Mansfield Township, as so noted in NJSA 10:4.-8(d), Amended 1981, by including Section 10:4-18 which addresses Regular Meetings of a Public Body, which is addressed under “Annual Notice”.

A motion was offered by **Committeeman Cain** and second by **Committeeman Higgins** to adjourn to Executive Session as per the following resolution. Motion carried.

EXECUTIVE SESSION

**RESOLUTION 2019-5-7
RESOLUTION AUTHORIZING CLOSED EXECUTIVE SESSION**

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

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

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

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

Upon conclusion of the Executive Session, a motion was offered by **Committeeman Cain** and second by **Committeeman Higgins** to adjourn the Executive Session and continue with the regular special meeting. Motion carried.

Solicitor Gillespie explained that the Executive Session was to discuss the background of resolutions the governing body is going to consider as they proceed. The first one authorizes the settlement of a tax court litigation with regard to the Margolis Property.

Before proceeding, those in attendance stood for the Flag Salute and a Moment of Silence.

Mayor Gable explained the following resolution authorizing a settlement to a tax court litigation.

Solicitor Gillespie explained that the property was originally assessed for 2019 for about \$46,000 an acre. The Township Committee felt this was not an appropriate assessment as it should have been higher based on sales of properties in the Burlington County area for farmland being used for warehouses. After filing an appeal, negotiations with Florence LLC attorneys occurred and, due to cooperation with all, the township was able to resolve the settlement. The front part of the Margolis piece which was approved for two warehouses, the assessment is increased to \$175,000 per acre. On the rear phase which has no approvals, the assessment will remain at \$46,000 per acre. The resolution authorizes the settlement of the tax appeal in the NJ State Tax Court. However, there may be some tweaks necessary as to the actual allocation of acreage that is shown

in the draft settlement agreement due to the original assessment, which amounted to about 8 or 9 separate lots that were consolidated after Planning Board approval.

Committeeman Higgins questioned whether this was all valued at farmland prior to this proposal. He was told yes, it was assessed and qualified as farmland. However, in 2019, after approvals were granted, the Assessor put in on the books for what he thought would be fair market value, not farmland assessment. This is what the township appealed.

A motion was offered by **Committeeman Higgins** and second by **Committeeman Cain** to adopt the following resolution. Motion carried on a Roll Call vote, recorded as follows:

AYE: HIGGINS, CAIN, MAGEE, GABLE
NAY: NONE ABSENT: DIGIUSEPPE ABSTAIN: NONE

RESOLUTION 2019-5-8
RESOLUTION AUTHORIZING SETTLEMENT OF TAX COURT LITIGATION

WHEREAS, the Township of Mansfield is the Plaintiff in a certain action pending in the Tax Court of the State of New Jersey entitled: Township of Mansfield v. VA Florence Co., LLC, Docket No. 006577-2019, in which the Township has appealed the Municipal Tax Assessor's 2019 valuation of certain property owned by VA Florence Co., LLC, which properties are set forth in the attached Settlement Agreement; and

WHEREAS, the Parties has now reached agreement with regard to the assessment to be imposed upon said properties for the year 2019 and wish to enter into this Settlement Agreement prior to the sale of said properties by the Defendant, VA Florence Co., LLC to a third party or parties; and

WHEREAS, the Municipal Assessor having expressed his consent to this settlement, and both the Township and the Property Owner being anxious to memorialize the terms of said Settlement Agreement and to secure judgment from the Tax Court memorializing same.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey that the attached Settlement Agreement by and between the Township of Mansfield and VA Florence Co., LLC, regarding certain properties known as Block 47.01, Lots 3.02, 9.01, 9.02, 11, & 12, be and the same is hereby approved, and the Township Attorney and Municipal Assessor are authorized to execute such documents as may be necessary to implement and fulfill the terms of said Settlement Agreement.

Attorney Gillespie further explained that, as a result of the same process, the Township realized that, because the property was not farmland qualified for 2019 and because the 2019 assessment had been appealed, they want to be in the position for the assessor to put a number on the books for the roll back taxes for 2017 and 2018. This was worked out with the attorneys for VA Florence. The following resolution authorizes the Mayor and Clerk to execute and agreement with VA Florence LLC to establish roll back values on the acreage for 2017 and 2018. This will be \$80,000 an acre on the front developed parcel and \$46,000 on the rear undeveloped parcel with no approvals.

A motion was offered by **Committeeman Cain** and second by **Committeeman Higgins** to adopt the following Resolution 2019-5-9. Motion carried on a Roll Call Vote, recorded as follows:

AYE: CAIN, HIGGINS, MAGEE, GABLE
NAY: NONE ABSENT: DIGIUSEPPE ABSTAIN: NONE

RESOLUTION 2019-5-9
RESOLUTION AUTHORIZING EXECUTION OF
SETTLEMENT AGREEMENT WITH VA FLORENCE CO., LLC

WHEREAS, VA Florence Co., LLC is the owner of certain property which was recently subdivided into two (2) parcels, the first parcel having been approved for the development of certain warehouse and/or distribution space, and to be known in this Agreement as "Parcel No. 1"; and the second parcel being a remainder parcel which, although not yet approved for any development, has been removed from Qualified Farm ("Q-Farm") assessment, as a result of the VA Florence Co.'s decision to not continue to farm the property ("Parcel No. 2"); and

WHEREAS, Parcel No. 1 is comprised of the following Blocks and Lots, which total 76 +/- acres: Block 47.01, Lots 9.01 and 9.02; and

WHEREAS, Parcel No. 2 is comprised of approximately 111.1 +/- acres, and consists of the following parcels: Block 47.01, Lot 11; and

WHEREAS, VA Florence Co., LLC, and the Township have recently settled their differences with regard to the 2019 assessment placed on both parcels by the Assessor, and are desirous of eliminating any doubts about or disputes over the rollback assessment to be imposed upon the property by the Assessor for the years 2017 and 2018; and

WHEREAS, VA Florence Co., LLC and the Township have reached agreement with regard to the rollback assessments and values therefore, to be imposed upon the properties, and the Assessor has agreed to place those valuations in the official tax records for purposes of calculating the rollback tax for the years 2017 and 2018; and

WHEREAS, the Parties are desirous of reducing to writing their understanding and agreement with regard to the 2017 and 2018 rollback assessments.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey that the attached "Settlement Agreement" be and the same is hereby authorized and approved, and the Township Solicitor is hereby authorized to execute same on behalf of the Township based upon the foregoing Recitals.

A motion was offered by **Committeeman Cain** and seconded by **Committeeman Higgins** to adopt Resolution 2019-5-9. Motion carried on a Roll Call Vote, as follows:

AYE: CAIN, HIGGINS, MAGEE, GABLE
NAY: NONE ABSENT: DIGIUSEPPE ABSTAIN: NONE

RESOLUTION NO. 2019-5-10
RESOLUTION OF THE TOWNSHIP OF MANSFIELD, IN THE COUNTY OF BURLINGTON, NEW JERSEY AUTHORIZING AND APPROVING THE ASSIGNMENT OF THAT CERTAIN FINANCIAL AGREEMENT RELATED TO THE INTERSTATE 295 AND FLORENCE-COLUMBUS ROADS REDEVELOPMENT AREA

BACKGROUND

WHEREAS, the Township Committee of the Township, pursuant to the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq. (the "Redevelopment Law"), adopted a redevelopment plan ("Redevelopment Plan") for various properties in the Interstate 295 and Florence-Columbus Road Redevelopment Area (the "Redevelopment Plan Area"), which includes certain real property previously identified on the Township's official tax map as Block 47.01, Lots 3.02, 9.01, 9.02, 11 and 12, and now known as Block 47.01, Lots 11.01 and 11.02 (the "Overall Property"; with Lot 11.01 within Block 47.01 referred to herein as the "Property"); and

WHEREAS, in connection therewith, Florence-Columbus Road Urban Renewal, LLC, as redeveloper ("Redeveloper"), submitted a redevelopment plan pursuant to which the Redeveloper intends to complete a redevelopment project on the Property in accordance with the Redevelopment Plan consisting of the development and construction of two warehouses totaling 959,864 square feet in the aggregate (comprised of Building 1 – 249,364 square feet; and Building 2 – 710,500 square feet), inclusive of customary site improvements such as roadways, drainage improvements, lighting, and landscaping (collectively, the "Project"); and

WHEREAS, in connection with the undertaking of the Project, the Township and the Redeveloper have heretofore entered into that certain Financial Agreement, dated March 7, 2019 ("Financial Agreement"), pursuant to which the Township has provided a tax exemption for the Property and, in lieu of the payment of otherwise applicable taxes, the Redeveloper has agreed to pay certain structured payments to the Township for a term of years for the improvements constructed on the Property, all as more specifically set forth in the Financial Agreement; and

WHEREAS, the Property is currently owned by VA Florence Company, LLC, a New Jersey limited liability company, an affiliate of the Redeveloper ("Redeveloper Affiliate"); and

WHEREAS, the owners and management of the Redeveloper have advised the Township of its desire for the Redeveloper Affiliate to sell the Property to CLPF Urban Renewal Mansfield LLC, a qualified "urban renewal entity" (as such term is defined and described in the Redevelopment Law), for purposes of undertaking and completing the Project on behalf of the Redeveloper (referred to herein as the "Substitute Redeveloper"); and

WHEREAS, in connection therewith, the Redeveloper and the Substitute Redeveloper have heretofore determined that the Redeveloper shall assign and the Substitute Redeveloper shall assume all of Redeveloper's right, title and interest to and the Redeveloper's duties and obligations under the Financial Agreement; and

WHEREAS, for purposes of memorializing the assignment of the Financial Agreement, the Redeveloper and the Substitute Redeveloper have determined to execute and deliver an Assignment of Financial Agreement (the "Assignment"); and

WHEREAS, upon the execution and delivery of the Assignment, the Redeveloper shall transfer to the Substitute Redeveloper, and the Substitute Redeveloper shall assume all of the Redeveloper's rights, obligations, covenants, duties and liabilities under the Financial Agreement; and

WHEREAS, pursuant to Section 10(a) of the Financial Agreement, the assignment and assumption of the Financial Agreement requires the prior written consent of the Township; and

WHEREAS, based upon the information and materials provided and the representations and warranties made by the Redeveloper and the Substitute Redeveloper to the Township and its professional advisors, the Township is satisfied that the conditions precedent set forth in the Financial Agreement related to the assignment of the Financial Agreement have been, or will be, met prior to the execution and delivery of the Assignment; and

WHEREAS, the Township is now desirous of authorizing the assignment of the Financial Agreement from the Redeveloper to the Substitute Redeveloper as described above.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township Of Mansfield, In the County Of Burlington, New Jersey, As Follows:

Section 1. In accordance with the terms of Section 10(a) of the Financial Agreement and other applicable law, the assignment of the Financial Agreement from the Redeveloper to the Substitute Redeveloper is hereby authorized and approved by the Township Committee.

Section 2. If necessary or required, the Mayor, Township Manager and Township Clerk (or Deputy Township Clerk) are each hereby authorized and directed to execute, acknowledge and deliver the Assignment on behalf of the Township.

Section 3. All actions heretofore taken and documents prepared or executed by or on behalf of the Township by the Mayor, Township Manager, Township Clerk, Deputy Township Clerk or other Township officials and by the Township's professional advisors, in connection with the assignment of the Financial Agreement, are hereby ratified, confirmed, approved and adopted.

Section 4. The Mayor, Township Manager, Township Clerk and Deputy Township Clerk are hereby authorized and directed to determine all matters and execute all documents and instruments in connection with the assignment of the Financial Agreement not determined or otherwise directed to be executed, or by this or any subsequent resolution, and the signature of the Mayor, Township Manager, Township Clerk or Deputy Township Clerk on such documents or instruments shall be conclusive as to such determinations.

Section 5. All other resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 6. This Resolution shall take effect immediately upon adoption this 8th day of May, 2019.

Mayor Gable explained that the foregoing Resolution is assigning the redevelop for this property to CLPF Urban Renewal Mansfield LLC. **Attorney Gillespie** explained that, in the beginning of the process, the property was identified as the Florence-Columbus Road Urban Renewal LLC as the redeveloper of the site. This redevelopment status is being reassigned to CLPF. The prior agreements just approved are with the original but recommended that it would be appropriate to allow for the assignment to the new Redevelopment Entity.

A motion was offered by **Committeeman Cain** to approve Resolution 2019-5-10. Motion second by **Deputy Mayor Magee** and carried on a Roll Call Vote, recorded as follows:

AYE: CAIN, MAGEE, HIGGINS, GABLE
NAY: NONE ABSENT: DIGIUSEPPE ABSTAIN: NONE

RESOLUTION 2019-5-11
RESOLUTION TO AMEND RESOLUTION 2019-3-17 WHICH
AUTHORIZED THE SALE OF MUNICIPALLY-OWNED REAL
PROPERTY NO LONGER NEEDED FOR PUBLIC USE

WHEREAS, the Township of Mansfield is the owner of certain property known as 537 White Pine Road, also known as Block 3, Lot 6.06, which property was acquired by the Township through a foreclosure action, and the Township Committee has determined that said property is not needed for public use; and

WHEREAS, the New Jersey Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq. authorizes the sale of municipal property not needed for public use, at public auction subject to certain terms and conditions; and

NOW, THEREFORE BE IT RESOLVED, that the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey, that the Township Administrator, Township Clerk and Township Solicitor are hereby authorized and directed to take such action as is necessary to place said property for sale, through a request for proposal process, in accordance with the provisions of N.J.S.A. 40A:11-1 et seq. said sale to be conducted by no later than **June 14, 2019**.

BE IT FURTHER RESOLVED that the following conditions shall apply to said sale:

1. Sales Price: A minimum price of One Hundred Twenty-Five Thousand Dollars (\$125,000.00) shall be required. A ten percent (10%) deposit shall be required at the time of the bid.
2. The prospective Buyer shall be made aware, in the course of the notice to be published in the newspaper, that the adjoining Lot 6.06 is the site of a small commercial shopping center.
3. The property shall be used solely for residential purposes, said property have been recently rezoned by the governing body to an R-3 zoning designation.
4. The Township Committee reserves the right to reject any and all bids for any reason that it deems appropriate and in the municipality's best interest.
5. The successful bidder will be required to enter into an Agreement of Sale, a copy of which shall be on file with the Township Clerk, at the time of the bid, if said bid is the highest bid; the Agreement of Sale will then be submitted to the governing body for its approval and/or rejection. If approved, Closing shall take place no later than thirty (30) days from the date of the governing body's approval by Resolution of the acceptance of the bid.
6. Said property shall be sold "as is, where is", and the governing body makes no warranties or representations regarding the condition of title. Title shall be conveyed by way of Quit Claim Deed.

Mayor Gable explained that this is reference to the developable piece of land on White Pine Road. The resolution was initially passed and the date of the auction was originally set for April 17th. However, this date has passed and the situation was worked out with holding the auction of the property which will now be on June 14, 2019. The foregoing resolution is authorizing the auction.

A motion was offered by **Committeeman Higgins** and second by **Committeeman Cain** to adopt Resolution 2019-5-10. Motion carried on a Roll Call Vote, recorded as follows:

AYE: HIGGINS, CAIN, MAGEE, GABLE
NAY: NONE ABSENT: DIGIUSEPPE ABSTAIN: NONE

PUBLIC COMMENT

There were no comments from the public. This portion of the meeting was closed by **Mayor Gable**.

COMMITTEE COMMENTS

Committeeman Cain questioned the status of issues with American Water as conversation had been held about exchanging some of the land we owned with land they own at the rear of the municipal complex. Also conversations had been held about exchanging all the land we own to the north of the complex with them.

Mayor Gable explained that feedback had been received from our architect who was reviewing this plan. A meeting has been scheduled with **Administrator Fitzpatrick, Committeeman Higgins and Mayor Gable** within the next week or so to review the information. Suggestions can then be made to the committee which direction to consider.

Committeeman Higgins wanted to share his calculations on the substantial contribution to the Township. However, **Attorney Gillespie** requested that he hold off to a later date.

Deputy Mayor Magee felt there are some promising things to look forward to in providing relief to the taxpayers.

Mayor Gable felt we have been working on these projects for many years. We have finally come to the point now where we can see some benefits.

MOTION FOR ADJOURNMENT

A motion was offered by **Committeeman Cain** and second by **Deputy Mayor Magee** to adjourn. Motion carried.

PREPARED BY:

RESPECTFULLY SUBMITTED BY:

Barbara A. Crammer
Deputy Clerk

Linda Semus, RMC
Municipal Clerk

APPROVED: MAY 15, 2019