Township of Mount Laurel Agenda Regular Council Meeting Monday, November 8, 2021 Via Zoom

- 1. CALL MEETING TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. PUBLIC ANNOUNCEMENT
- 5. APPROVAL OF MINUTES

Moved by:

Seconded by:

6. APPROVAL OF BILL LIST

Moved by:

Seconded by:

7. RESOLUTIONS

**21-R-192:** AMENDING 21-R-32 SETTING MEETING LOCATIONS BECAUSE OF THE COVID-19 PANDEMIC

**21-R-193:** PROCLAMATION EXPRESSING COMMENDATION TO EMMA MOROSKI FOR HER ATTAINMENT OF THE GIRL SCOUT GOLD AWARD

**21-R-194:** PROCLAMATION EXPRESSING COMMENDATION TO AUDREY CASHIN FOR HER 9/11 MEMORIAL PROJECT

21-R-195: RESOLUTION AUTHORIZING 2021 BUDGET TRANSFER OF FUNDS

**21-R-196:** ANTICIPATION OF A SPECIAL ITEM OF REVENUE IN THE 2021 LOCAL MUNICIPAL BUDGET PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159)

**21-R-197:** RESOLUTION AUTHORIZING CANCELLATION OF INTEREST ON BANKRUPTCY MATTER

**21-R-198:** A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY FEDERAL GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY, SAFE AND SECURE COMMUNITIES PROGRAM

21-R-199: AWARD OF SNOW/BRUSH REMOVAL BID

**21-R-200:** RESOLUTION AUTHORIZING RENEWAL OF LEGALIZED GAMES OF CHANCE FOR THE FALLS GROUP, LLC, T/A THE FUNPLEX

**21-R-201:** RESOLUTION TO RESCIND RENEWAL OF INACTIVE PLENARY RETAIL CONSUMPTION LIQUOR LICENSE #0324-33-021-005

**21-R-202:** RESOLUTION AUTHORIZING THE RENEWAL OF INACTIVE PLENARY RETAIL CONSUMPTION LIQUOR LICENSE #0324-33-021-005

**21-R-203:** RESOLUTION AUTHORIZING MOUNT LAUREL TOWNSHIP TO SELL SURPLUS ON GOVDEALS

**21-R-204:** SALE OF PERSONAL PROPERTY FOUND OR RECOVERED IN TOWNSHIP PURSUANT TO STATUTE 40A:14-157

8. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

**ORDINANCE #2021-19**: AN ORDINANCE OF THE TOWNSHIP OF MOUNT LAUREL REPEALING AND REPLACING CHAPTER 81 OF THE TOWNSHIP CODE ENTITLED "FIRE PREVENTION" Moved by:

Seconded by:

**ORDINANCE #2021-21:** AN ORDINANCE OF THE TOWNSHIP OF MOUNT LAUREL, COUNTY OF BURLINGTON AND STATE OF NEW JERSEY AUTHORIZING AND APPROVING A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT LAUREL AND DELCO DEVELOPMENT, LLC, FOR A PORTION OF PROPERTY CURRENTLY KNOWN AS LOTS 10 AND 11 WITHIN BLOCK 302.15 (WHICH WILL BE SUBDIVIDED), PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 et seq.)

Moved by:

Seconded by:

- 9. PUBLIC PARTICIPATION
- 10. COMMENTS BY COUNCIL
- 11. RESOLUTION

**21-R-205:** RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP OF MOUNT LAUREL TO DISCUSS PENDING OR ANTICIPATED LITIGATION, CONTRACT NEGOTIATIONS AND/OR PERSONNEL MATTERS

- 12. RETURN TO OPEN
- 13. ADJOURNMENT

#### Township of Mount Laurel Regular Council Meeting October 18, 2021 Via Zoom

Mayor Steglik called the meeting to order.

Pledge of Allegiance & Traditional Moment of Silence

#### **ROLL CALL**

Councilwoman Karen Cohen – present, Councilwoman Fozia Janjua – absent, Councilman Nick Moustakas – absent, Deputy Mayor Kareem Pritchett - present, Mayor Stephen Steglik - present, George Morris, Township Solicitor – present, Meredith Tomczyk, Township Manager/Township Clerk - present

#### PUBLIC ANNOUNCEMENT

The Public Announcement, which is required by the "Open Public Meetings Act" of the State of New Jersey and read at every meeting of the Township Council was read by the Municipal Clerk.

#### APPROVAL OF MINUTES

Motion to Move: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Cohen Roll Call 3 yes votes

APPROVAL OF BILL LIST IN THE AMOUNT OF \$1,960,076.19 Motion to Move: Councilwoman Cohen, 2<sup>nd</sup> Deputy Mayor Pritchett Roll Call 3 yes votes

## **21-R-179:** AMENDING 21-R-32 SETTING MEETING LOCATIONS BECAUSE OF THE COVID-19 PANDEMIC

Township Clerk read Resolution as entitled.

Motion to Move Resolution #179-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Cohen

Roll Call 3 yes votes

## **21-R-180:** APPROVING CHANGE ORDER #4 2019 ROAD PROGRAM – PHASE I CONTRACT 2019-1

Township Clerk read Resolution as entitled. Motion to Move Resolution #180-2021: Councilwoman Cohen, 2<sup>nd</sup> Deputy Mayor Pritchett Roll Call 3 yes votes

## **21-R-181:** RESOLUTION APPROVING THE PERSON-TO-PERSON TRANSFER OF HOTEL/MOTEL CONSUMPTION LIQUOR LICENSE #0324-36-038-001 ISLAND HOSPITALITY MANAGEMENT LLC TO HIGHGATE HOTELS LP

Township Clerk read Resolution as entitled.

Motion to Move Resolution #181-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Cohen

Roll Call 3 yes votes

## **21-R-182:** RESOLUTION APPROVING THE TERMINATION OF HOTEL/MOTEL CONSUMPTION LIQUOR LICENSE #0324-36-031-004

Township Clerk read Resolution as entitled.

Motion to Move Resolution #182-2021: Councilwoman Cohen, 2<sup>nd</sup> Deputy Mayor Pritchett

Roll Call 3 yes votes

### **21-R-183:** RESOLUTION AUTHORIZING THE REFUND OR CANCELLATION OF PROPERTY TAXES BLOCK 407.01 LOT 19

Township Clerk read Resolution as entitled.

Motion to Move Resolution #183-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Cohen

Roll Call 3 yes votes

#### 21-R-184: RESOLUTION AUTHORIZING EXTENSION OF CONTRACT

Township Clerk read Resolution as entitled.

Motion to Move Resolution #184-2021: Councilwoman Cohen, 2<sup>nd</sup> Deputy Mayor Pritchett

Roll Call 3 yes votes

## 21-R-185: RESOLUTION AUTHORIZING MITIGATION PLAN APPROVAL AND CONSERVATION RESTRICTION

Township Clerk read Resolution as entitled.

Motion to Move Resolution #185-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Cohen

Roll Call 3 yes votes

## **21-R-186:** RESOLUTION AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY NOT NEEDED FOR PUBLIC USE KNOWN AS BLOCK 101.15, LOTS 60 & 61 (95 WOOLMANS LANE)

Township Clerk read Resolution as entitled.

Motion to Move Resolution #186-2021: Councilwoman Cohen, 2<sup>nd</sup> Deputy Mayor Pritchett

**21-R-187:** RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE CLERK'S OFFICE AND TAX OFFICE RECEPTION WINDOWS THROUGH THE CAMDEN COUNTY EDUCATIONAL SERVICES COMMISSION COOPERATIVE PRICING SYSTEM #66CCEPS

Township Clerk read Resolution as entitled.

Motion to Move Resolution #187-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Cohen

Roll Call 3 yes votes

**21-R-188:** APPROVING CHANGE ORDER #1 TRAFFIC SIGNAL IMPROVEMENTS AT UNION MILL ROAD & ACADEMY DRIVE

Township Clerk read Resolution as entitled.

Motion to Move Resolution #188-2021: Councilwoman Cohen, 2<sup>nd</sup> Deputy Mayor Pritchett

Roll Call 3 yes votes

**21-R-189:** APPROVING CHANGE ORDER #2 TRAFFIC SIGNAL IMPROVEMENTS AT UNION MILL ROAD & ACADEMY DRIVE

Township Clerk read Resolution as entitled.

Motion to Move Resolution #189-2021: Councilwoman Cohen, 2<sup>nd</sup> Deputy Mayor Pritchett

Roll Call 3 yes votes

**21-R-190:** APPROVING CHANGE ORDER #4 TRAFFIC SIGNAL IMPROVEMENTS AT UNION MILL ROAD & ACADEMY DRIVE

Township Clerk read Resolution as entitled.

Motion to Move Resolution #190-2021: Councilwoman Cohen, 2<sup>nd</sup> Deputy Mayor Pritchett

Roll Call 3 yes votes

**21-R-191:** ANTICIPATION OF A SPECIAL ITEM OF REVENUE IN THE 2021 LOCAL MUNICIPAL BUDGET PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159)

Township Clerk read Resolution as entitled.

Motion to Move Resolution #191-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Cohen

Roll Call 3 yes votes

#### ORDINANCES FOR FIRST READING

**ORDINANCE #2021-19**: AN ORDINANCE OF THE TOWNSHIP OF MOUNT LAUREL REPEALING AND REPLACING CHAPTER 81 OF THE TOWNSHIP CODE ENTITLED "FIRE PREVENTION"

Publication Date: OCTOBER 21, 2021 Public Hearing Date: NOVEMBER 8, 2021

Clerk read Ordinance as entitled.

Motion to move Ordinance #19-2021: Councilwoman Cohen, 2<sup>nd</sup> Deputy Mayor

Pritchett

Roll Call 3 yes votes

**ORDINANCE #2021-21:** AN ORDINANCE OF THE TOWNSHIP OF MOUNT LAUREL, COUNTY OF BURLINGTON AND STATE OF NEW JERSEY AUTHORIZING AND APPROVING A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT LAUREL AND DELCO DEVELOPMENT, LLC, FOR A PORTION OF PROPERTY CURRENTLY KNOWN AS LOTS 10 AND 11 WITHIN BLOCK 302.15 (WHICH WILL BE SUBDIVIDED), PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 et seq.)

Clerk read Ordinance as entitled.

Motion to move Ordinance #21-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Cohen

Roll Call 3 yes votes

Councilman Moustakas just connected to the meeting.

#### DISCUSSION

A. Best Practices 2021 - Manager Tomczyk explained.

#### **PUBLIC PARTICIPATION**

Andrew Gaus, 154 Kettlebrook Drive – Did Council read through referendum. Disappointed with Council.

Bob Reillo, 676 Cascade Drive South – One of the Petitioners who got signatures. Board should adopt. Township Manager cost of election.

Alan Kramer, 68 Southgate Drive – Union Mill paved and bike route path. Traffic light at Academy. Can digital sign be installed. Pedestrian signs.

Antoinette DiPaula, 28 Bretton Way – Thanked Public Works. They were on their game of getting rid of debris. 28 Bretton Way needs speed study. Last week armed robbery at Royal Farms. Would like to get alerts of what is happening. Friendly reminder not to allow residents' dogs to urinate on people's lawns.

Joseph LaMotta, 1 Surrel Run – Special election vs. adoption by Council. Other voters wouldn't have chance to vote on it.

Andrew Gaus, 154 Kettlebrook Drive – Misinterpretation of statute.

Councilman Moustakas – You had control of the township for 36 years. Why didn't you handle this in the past 36 years. Believes in justice and doing what is right. You blame everyone but yourself. Election will happen.

Harriett Cohen – Microphone not working.

#### COMMENTS BY COUNCIL

Meredith Tomczyk – Thanked everyone and looking forward to continuing working with everyone.

Deputy Mayor Pritchett – Thanks for coming.

Mayor Steglik – Thanked everyone for coming. Participated in out of darkness walk. Powerful event. Highlights people taking their own life. Bruise and Booze event.

Councilwoman Cohen – Thank you for comments. Library volunteer 1<sup>st</sup> sale since January 2020 on used books. Early voting starts Saturday 23<sup>rd</sup> or vote by mail or on November 2<sup>nd</sup>. Breast cancer run. Out of darkness was powerful. Congratulated Fozia Janjua for her work and Carol Murphy for receiving awards. Thanked Green Team. Booze and Bruise event.

Councilman Moustakas – Flight able to make it. Colin Powell served country. Thanked everyone. Enjoy Halloween.

Motion to adjourn: Councilman Moustakas, 2<sup>nd</sup> Deputy Mayor Pritchett All in favor.

Respectfully submitted,

Meredith Tomczyk, RMC Township Clerk



Distribution

Resolution No.21-R-192

REGULAR MEETING

NOVEMBER 8, 2021

### AMENDING 21-R-32 SETTING MEETING LOCATIONS BECAUSE OF THE COVID-19 PANDEMIC

WHEREAS, by Resolution 21-R-32, the Township Council established its meeting dates for the Year 2021, in accordance with the provisions of N.J.S.A. 10:4-18, and now wishes to revise the schedule to change the meeting location to be held virtually, utilizing technology as the Township has been using since April 2020; and

WHEREAS, pursuant to recent amendments to the Open Public Meetings Act, N.J.S.A.

10:4-1 et seq., and consistent with recent Executive Orders issued by the Governor of the State of New Jersey, the Township Council will continue to conduct its meetings electronically, with the municipal building being closed, but the meetings being opened to members of the public, via access to the meetings remotely using *Zoom*. Upon registering with the Township Clerk for a meeting, members of the public can participate by clicking on the "Join" tab at the top, and entering the applicable Meeting ID number; and

WHEREAS, once a member of the public registers for one meeting, the person will be automatically notified for future meetings the remainder of the year; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that Resolution 21-R-32 be and the same is hereby amended to change the location of council meetings from the municipal building, to *Zoom* with Meeting IDs and passwords to be provided to those members of the public that request the same from the Township Clerk in advance of the meeting for the following meeting:

November 8, 2021

**BE IT FURTHER RESOLVED** that notice of this amendment to the original schedule of meetings shall be noticed in accordance with the provisions of the N.J.S.A. 10:4-18.

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

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#### Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						



Distribution \_\_\_\_\_

Resolution No. 21-R-193

REGULAR MEETING

NOVEMBER 8, 2021

### PROCLAMATION EXPRESSING COMMENDATION TO EMMA MOROSKI FOR HER ATTAINMENT OF THE GIRL SCOUT GOLD AWARD

WHEREAS, in Mount Laurel Township we have many active young women involved in various levels of the Girl Scout Program; and

WHEREAS, Emma Moroski completed a service project involving two locations in Mount Laurel that memorialize loved ones lost. While working on a different project in the Mount Laurel Community Gardens, Emma noticed that the Memorial Rock Garden nearby could use some updating. As a result, Emma cleaned out all of the weeds, installed a new paver perimeter, laid down stones, and added a bench to completely renovate the area, in hopes that there will now be increased awareness of the site; and

WHEREAS, in addition to this, Emma created a memorial at Laurel Acres Park to remember three young residents, personally connected to Emma's family, who passed away too soon. She worked with the Township to choose a spot to set up a bench with a personalized plaque, along with a memorial stone. In order to raise the funds to cover the cost of these projects, Emma sold hundreds of homemade pierogis;

WHEREAS, it is the desire of the Mayor, Township Council and Township Manager to recognize Emma Moroski for the completion of her project and her outstanding achievement in attaining the Girl Scout Gold Award;

**NOW, THEREFORE, BE IT RESOLVED,** that the Mayor, Township Council and Township Manager of the Township of Mount Laurel, County of Burlington, State of New Jersey extend their commendation and sincere congratulations.

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

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Resolution No. 21-R-194

REGULAR MEETING

**NOVEMBER 8, 2021** 

### PROCLAMATION EXPRESSING COMMENDATION TO AUDREY CASHIN FOR HER 9/11 MEMORIAL PROJECT

WHEREAS, Audrey Cashin is a senior at Lenape High School who turned an idea she had in middle school into a reality over the last year;

WHEREAS, when Audrey was in eighth grade, she was inspired by a social studies project to construct a 9/11 memorial at Harrington Middle School. She created a shoebox diorama, demonstrating her vision to honor the heroes and remember the lives lost on September 11, 2001. Additionally, she shared her idea with the principal and superintendent, hoping to make it a permanent monument as part of a history unit on the attacks; and

WHEREAS, with the help of Dr. Matthew Mortimer, a social studies teacher at the middle school, Audrey was able to obtain a grant to fund the construction of her display; and

WHEREAS, this year, for the 20<sup>th</sup> anniversary of September 11<sup>th</sup>, Audrey worked on all of the final project details and planned a commemorative ceremony. At the ceremony, she unveiled the monument, which has an original poem by Audrey engraved on the design.

**NOW, THEREFORE, BE IT RESOLVED,** that the Mayor, Township Council and Township Manager of the Township of Mount Laurel, County of Burlington, State of New Jersey do hereby commend Audrey Cashin on the completion of her 9/11 memorial project.

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

M P.A. W	k, Municipal Clerk

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Cohen						
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Pritchett						
Steglik						



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Resolution No. 21-R-195

REGULAR MEETING

**NOVEMBER 8, 2021** 

#### RESOLUTION AUTHORIZING 2021 BUDGET TRANSFER OF FUNDS

WHEREAS, there are certain 2021 Budget Appropriations of the Township of Mount Laurel which appear to be insufficient to fulfill the purpose as indicated in the affairs of Mount Laurel; and

WHEREAS, there are other 2021 Budget Appropriations where there are unexpended balances which will not be required for such purposes; and

WHEREAS, the Revised Statutes, N.J.S.A. 40A:4-58, provides for the transfers from such excess over and above the amount deemed necessary to those accounts that have insufficient balances;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that the following transfers of Budget Appropriations are necessary and they are hereby approved:

то:	
General Engineering	\$ 80,000.00 1-01-20-165-028
Manager - OE	\$ 100,000.00   1-01-20-100-150
Community Development - OE	\$ 65,000.00 1-01-22-195-051
Telephone - OE	\$ 80,000.00 1-01-31-440-076
Vehicle Maintenance - SW	\$ 40,000.00 1-01-26-315-011
Maintenance of Parks - SW	\$ 20,000.00 1-01-28-375-010
Garbage and Trash	\$ 200,000.00 1-01-26-305-150
Municipal Community Service Act	\$ 60,000.00 1-01-26-325-029
Police - OE	\$ 140,000.00   1-01-25-240-059
Animal Control	\$ 5,000.00 1-01-28-371-001
Gasoline	\$ 25,000.00 1-01-31-460-074
Total	\$ 815,000.00

FROM:	
Workers Compensation	\$ 100,000.00 1-01-23-215-095
General Liability	\$ 70,000.00 1-01-23-210-094
P.E.R.S.	\$ 95,000.00 1-01-36-471-029
Police - SW	\$ 250,000.00 1-01-25-240-011
Employee Group Insurance	\$ 300,000.00 1-01-23-220-092
Total	\$ 815,000.00

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

#### A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

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Resolution No. 21-R-196

**REGULAR MEETING** 

November 8, 2021

#### ANTICIPATION OF A SPECIAL ITEM OF REVENUE IN THE 2021 LOCAL MUNICIPAL BUDGET PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159)

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of a special item of revenue in the budget of a municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may also approve the insertion of any item of appropriation for equal amount;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey who respectfully request of the Director of the Division of Local Government Services to approve the insertion of a special item of revenues in the 2021 Local Municipal Budget in the amount of \$235,000.00 which items are now available as revenues:

New Jersey Department of Transportation – Hooten Road - \$235,000.00

BE IT FURTHER RESOLVED that a like amount of \$235,000.00 is hereby appropriated under the captions of:

• New Jersey Department of Transportation – Hooten Road - \$235,000.00

**BE IT FINALLY RESOLVED** that certified copy of this resolution is forwarded to the Director of the Division of Local Government Services, and one certified copy each to the Township CFO and Township Auditor.

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

## A CERTIFIED COPY Meredith Tomczyk, Municipal Clerk

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Pritchett						
Steglik						



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Resolution No. 21-R-197

REGULAR MEETING

NOVEMBER 8, 2021

### RESOLUTION AUTHORIZING CANCELLATION OF INTEREST ON BANKRUPTCY MATTER

WHEREAS, in 2017, the property at Block 903.07, Lot 24 was subject to a bankruptcy filing with Docket No. 17-22749; and

WHEREAS, as part of that process, local property taxes are given priority in order of debt to be repaid; and

WHEREAS, the Township, via former counsel, filed a proof of claim to obtain the taxes owed including interest; and

WHEREAS, the proof of claim was filed with an inaccurate calculation resulting in additional interest accruing; and

WHEREAS, as of November 8, 2021, the amount remaining was \$4,740.66 in interest only; and

WHEREAS, had the proof of claim been filed accurately this interest would not have accrued; and

WHEREAS, the bankruptcy matter is fully closed and there is no possibility to file an amended proof of claim; and

WHEREAS, the State of New Jersey, Department of Community Affairs, Division of Local Government Services and the Township Tax Collector recognize that recovering this interest is both not possible and not justified but the same needs to be stricken from the records; and

**NOW, THEREFORE, BE IT RESOLVED,** by the Mount Laurel Township Council that the \$4,740.66 interest which still exists based upon a miscalculation by the former counsel in 2017 is hereby cancelled as of November 8, 2021 and shall be stricken from the special charges account maintenance system.

**BE IT FURTHER RESOLVED** that the Township Tax Collector is authorized to take any and all actions necessary to fulfill the purpose of this Resolution.

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

## A CERTIFIED COPY Meredith Tomczyk, Municipal Clerk

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Resolution No.21-R-198

REGULAR MEETING

**NOVEMBER 8, 2021** 

## A RESOLUTION APPROVING PARTICIPATION WITH THE STATE OF NEW JERSEY FEDERAL GRANT PROGRAM ADMINISTERED BY THE DIVISION OF CRIMINAL JUSTICE, DEPARTMENT OF LAW AND PUBLIC SAFETY, SAFE AND SECURE COMMUNITIES PROGRAM

WHEREAS, the Township of Mount Laurel wishes to apply for funding of approximately \$32,400.00 with a match of \$294,989.07 for an approximate project total cost of \$327,389.07 for a project under the State of New Jersey Safe & Secure Communities Grant Program; and

WHEREAS, the Township Council has reviewed the accompanying application and has approved said request; and

WHEREAS, the project is a joint effort between the Department of Law & Public Safety and the Township of Mount Laurel for the purpose described in the application;

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mount Laurel that:

- 1. As a matter of public policy, the Township Council of the Township of Mount Laurel wishes to participate to the fullest possible extent with the Department of Law & Public Safety.
- 2. The Attorney General will receive funds on behalf of the applicant.
- 3. The Division of Criminal Justice shall be responsible for the receipt and review of the application for said funds.
- 4. The Division of Criminal Justice shall initiate allocations to each applicant as authorized.
- Grant Number 22-0324, Award Amount \$32,400.00, Total Project cost \$327,389.07, Fringe benefit \$125,616.83
- 6. Grant period 04/04/2022 to 04/03/2023

This is to certify that the foregoing Resolution is a true and correct copy of a Resolution which was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

#### A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

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Pritchett						
Steglik						

# STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY OFFICE OF THE ATTORNEY GENERAL

### SAFE AND SECURE COMMUNITIES GRANT PROGRAM



CONSOLIDATED APPLICATION
AND
AWARD DOCUMENTS
TO BE COMPLETED AND RETURNED

September 2021

## STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY OFFICE OF THE ATTORNEY GENERAL

#### SAFE AND SECURE COMMUNITIES GRANT PROGRAM

CONSOLIDATED APPLICATION AND AWARD PACKAGE CHECKLIST

SUB	GRANTEE:	Mount Laurel Township
INST	RUCTIONS:	The Consolidated Application and Award Documents Checklist is a guide for filing all required documents, at one time, to streamline processing of a fully-executed subaward. Return 1 copy of the Consolidated Application and Award package via e-mail to grants@njoag.gov.
APPI	LICATION:	
PAR	П	
	Application A Program App	formation Form Authorization (Signed by Mayor and Project Director) lication Narrative (Provided by Applicant) et Detail Form
AWA	RD DOCUME	<u>ents</u> :
PAR7	CII	
	for specific in	ntract ody Resolution & Certification [see Resolution and Certification Checklist formation requirements] pecial Conditions
	NOTE:	ALL OF THE ABOVE ITEMS ARE REQUIREMENTS AND PROCESSING WILL NOT OCCUR WITHOUT ALL DOCUMENTATION.

#### Applicant Information Form

#### Safe and Secure Communities Program

Requested Project Duration Perio	d (whe	n to when): 04/0	4/2022 to 04/03/2023	Grant	No.: 22- 0324
Municipality:  Mount Laurel Tow	ship				
Address: 100 Mount Laurel Roa	·····				
City: Mount Laurel		State: NJ	Zip Code + 4: 08054		County: Burlington
Name and Title of Chief Executiv	ve/May	or: Meredith To	amozyk Townshin Ma	nager	
Street Address, City, State, Zip Co				inage:	
Telephone: 856-234-0001 Ex	t. 1233	Email: mtomc	zyk@mountlaurel.com		Fax: 856-234-8240
Police Department: Mount Laure Address: 100 Mount Laurel Road		ce Department			
City: Mount Laurel State NJ Zip Code + 4: 08054 County: Burlington					
Agency Website: Start of Fiscal Year: Federal ID Number: (i.e., Jan, July, Oct) January 22-1915-868					
Name and Title of Project Directo (co-signer on financial reports)		phen T. Rieden	er, Chief of Police		
Street Address, City, State, Zip Co	de <b>+ 4</b> :	(if different from	above):		
Telephone: 856-234-1414 Ext. 1555 Email: sriedener@mountlaurelpd.org Fax: 856-996-0135					Fax: 856-996-0135
Name and Title of Contact Perso (Person directly responsible for project		<sub>ons)</sub> Stephen T.	Riedener, Chief of Po	olice	
Street Address, City, State, Zip Cod	de + 4:	(if different from	above):		
Telephone: 856-234-1414 Ext. 1555 Email: sriedener@mountlaurelpd.org Fax: 856-996-0135					Fax: 856-996-0135
Name and Title of Chief Financia (Person who co-signs financial repo			r, Chief Financial Offic	cer	
Street Address, City, State, Zip Coo	de + 4:	(if different from	above):		
Telephone: 856-234-0001 Ext.	1210	Email: tkrueg	er@mountlaurel.cor	n	Fax: 856-234-8240

#### **APPLICATION AUTHORIZATION**

Authorization of the municipality to submit an application to and enter into an agreement with the Department of Law and Public Safety, Office of the Attorney General, to participate in the State's Safe and Secure Communities Program at an estimated total project cost of \$327,389.07

On behalf of the unit of government, the undersigned certifies and agrees that:

- The Project Director reviewed the contents of the application, it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.
- The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Applicant's legal counsel as considered appropriate or necessary, and shall be responsible for undertaking the programs and activities described in the application.
- As the duly authorized representative of the Applicant, I ensure that the Applicant, if successful, shall use these grant funds to carry out the project and activities specifically described in the application.
- As the duly authorized representative of the Applicant, I am responsible for authorizing expenditures and disbursements of grant funds.
- As the duly authorized representative of the Applicant, I ensure that the Applicant, ifsuccessful, shall comply with any and all Federal, State, municipal, statute, regulation, circular, policy or code regarding the use of these funds.
- All grant funds shall be used exclusively for the purposes specified in the grant award.
- The Applicant shall not reduce its baseline regular complement of police officers and other law enforcement personnel during the grant period.
- The Applicant shall pay all fringe benefit expenses and all costs in excess of the grant award.
- The Applicant shall comply with all conditions applicable to grants awarded pursuant the Safe and Secure Communities Act, N.J.S.A. 52:17B-159 et seq. and regulations, N.J.A.C. 13:79-1 et seq.
- As of the date of this document, the Applicant municipal police department's number of regular, sworn, appointed municipal officers, who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State, is as follows:

72	Police Officers	0	Other Law Enforcement Person (non-police employees who enha a project's law enforcement capac	nce
	This application con	nsists of the fol	lowing attachments in addition t	o this form:
2. 3. 4. 5.	Applicant Information Program Application Budget Detail Form Subaward Contract Governing Body Res General and Special Control	Narrative olution and Cer	tifications	
			de by me are true. I am aware the lack is a subject to punishment p	
Township of Applicant Munic	Mount Laurel		Grant # 22-0324	
Printed Name	czyk, Township Mana xecutive or Village Presid			
Signature (Mayor, Chief E	xecutive or Village Presid	lent)	Date	

Stephen T. Riedener, Chief of Police

Printed Name of Project Director

#### SAFE AND SECURE COMMUNITIES GRANT PROGRAM PROGRAM APPLICATION NARRATIVE

SUBRECIPIENT:	Township of Mount Laurel
GRANT NUMBER:	22-0324
PROJECT DURATION:	<u>4/4/22</u> to <u>4/3/23</u>
Total Number of Sworn Law	Enforcement Officers: 72
Number of Officers funded b	by the grant: 2
Number of Civilians funded	by the grant: 0

#### GOAL OF THE SAFE AND SECURE COMMUNITIES PROGRAM:

The Safe and Secure Communities Program is designed to provide municipalities with funding for additional law enforcement personnel to address crime in a focused community-oriented manner.

1. To what specific target areas and/or specific assignments will the Safe and Secure funded officers be assigned:

Safe and Secure funded officers will be assigned to areas with a high level of crime located in the Township of Mount Laurel. These Officers will perform pro-active patrols which will assist in reducing the crime rate in the identified areas. The pro-active patrol assignments may include but are not limited to home and local business security checks, bike patrol, foot patrol and other such assignments. Safe and Secure funded officers will also be tasked with community-oriented assignments such as attendance of monthly town watch meetings, town watch training, department tours, community events and other such assignments.

2. List SPECIFIC problems and proposed strategies that the Safe and Secure Communities Grant funded officers will employ to reduce crime:

The Safe and Secure Communities Grant funded officers will utilize several strategies to reduce crime in areas identified in the Township of Mount Laurel. This department will utilize these officers with assignments such as bike and foot patrols, DWI patrols, drug/alcohol awareness, DDACTS, home security surveys and checks, local business security surveys and checks and talks/tours to local community based organizations. Safe and Secure Communities Grant funded officers will also continue to receive specialized training in many areas to continue to utilize new and up to date strategies to be utilized in the Township. Target areas in the township may include areas with multiple residential or commercial burglaries, vehicle breaks ins, vandalism, prostitution and heavy drug activity.

Bike and foot patrols give residents an added level of security when they see these officers in their neighborhoods. With this high visibility, the hope is to deter criminals from the area and therefore avoiding a loss to residents. Bike and foot patrols are also utilized in the Township's large shopping districts during the height of holiday shopping. These pro-active patrols also help to deter crime to the businesses and patrons of our shops.

DWI Patrols enhance the safety of the roadways in the Township. These officers reduce the number of drivers under the influence that are a danger to not only our residents but also anyone passing through our town.

Safe and Secure Communities grant funded officers will also provide drug and alcohol awareness to the youth of the community. Officers educate our youth on the dangers of drug and alcohol abuse, they complete this on a formal bases such as in the school system or community group speeches. This is also done through informal mentoring whether on a routine stop or by a request from a Township parent.

These grant funded officers will also participate in DDACTS (Data Driven Approach to Crime and Traffic Safety). The principles of the DDACTS model have served to solidify the department's long-standing belief that traffic crashes, crime and aggressive traffic enforcement are intertwined and are not mutually exclusive. Simply put, people who violate the criminal laws also tend not to adhere to the traffic laws.

Home Security surveys are done for Township residents to provide safety tips to make their home more secure and to possibly prevent them from being the victim of a crime. Surveys are also completed for residents that have been the victim of crimes in the hope that will not be victimized a second time. These follow up surveys also provide residents with an added level of comfort that they have not had since they were victimized. Safe and Secure Communities Grant funded officers may also complete local business security surveys. These surveys provide business owners with safety tips to prevent crimes and to keep their employees safe. Grant funded officers will also perform residential and business security checks when buildings are vacant or homeowners are on vacation. The visible presence of the officers will also help to deter criminals from completing burglaries or vandalism in the area.

Safe and Secure Communities grant funded officers will also speak to community-based organizations providing information on topics such as Active Shooter, Senior Safety, Personal Safety, Neighborhood Safety and several other topics. These officers also provide tours of the Mount Laurel Police Department to assorted youth groups in our Township. During these tours, officers provide these groups with basic safety knowledge and answer any questions they may have.

The Safe and Secure Communities Grant funded officers utilize many different strategies to prevent or reduce crime in Mount Laurel Township.

3. (If applicable) To what specific assignments will the Safe and Secure funded civilian personnel be assigned:

Applicant: Township of Mount Laurel	lel	Gran	Grant # 22- 0324			
		Budget Detail Form	m.			
	COST ELEMENT			State Share	Local Match	Project Total
A. Salaries and Wages						
List the names, ranks, and salaries of all personnel assigned to the grant.	ries of all personnel ass	igned to the grant.				
Officer Tobey Rudolph	\$120,622.24					
Officer Jason Zinger	\$ 81,150.00					
A-1. Fringe Benefits						
Include your agency's fringe benefit rate.	enefit rate.					
Rudolph		Zinger		\$32,400.00	\$169,372.24	\$201,772.24
Hospitalization	\$17,054.00	Hospitalization	\$21,559.41			
Dental/Prescription/Optical Fica (7.65%)	\$ 2,955.60	Dental/Prescription/Optical	\$ 3,298.56			
Pension	\$39,045.42	Pension	\$26.268.26	\$ 0.00	\$125,616.83	\$125,616.83
Total	\$68,282.62	Total	\$57,334.21			
				\$32,400.00	\$294,989.07	\$327,389.07

## STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY OFFICE OF THE ATTORNEY GENERAL

### SFY22 SAFE AND SECURE COMMUNITIES GRANT PROGRAM

#### **GENERAL CONDITIONS**

- 1. Legal Authority for the Application: The Grantee agrees that it possesses legal authority to apply for the grant; and that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Grantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
- Compliance with State and Federal Laws: The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Office of the Attorney General (OAG) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circulars generally applicable to the activities in which the grantee is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
- 3. **Prohibition Against Personal Enrichment:** The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or gives the appearance of, personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 4. **Prohibition Against Conflicts of Interests:** The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest.
- 5. Anti-Discrimination/Affirmative Action: The Grantee assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.

[SFY 22 Safe & Secure 09/2021]

- 6. **Debarments and Suspensions:** The Grantee understands and agrees to comply with State Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Grantee will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
- 7. **Minimum Wage/Maximum Hours:** The Grantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 <u>U.S.C.</u> § 201 <u>et seq.</u>, and the New Jersey Prevailing Wage Act, <u>N.J.S.A.</u> 34:11-56.25 <u>et seq.</u>
- 8. **Financial Management System:** The Grantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Grantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Grantee shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
- 9. Accounting Records: The Grantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as OAG may prescribe.
- 10. Audit Requirements: The Grantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et seq., the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.
  - The Grantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed. The Grantee must submit to OAG any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to OAG any changes in its fiscal year.
- 11. **Allowable Costs:** The Grantee agrees that grant funds will be used only for allowable costs as determined by applicable cost principles specific to the Grantee located at State Circular, Grant Agreements-Agency Contracts, Allowable Costs, 07-05-OMB.
- Data Collection and Reporting Requirements: The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, OAG and the State of New Jersey. The Grantee also agrees that it will submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on

[SFY 22 Safe & Secure 09/2021]

this grant. The State of New Jersey may, at its discretion, withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

- 13. **Budget Revisions/Grant Extensions:** The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:
  - a. Deviations in excess of 1% from the approved budget or extensions in the grant period require prior approval via OAG Grant Adjustment Request Form. Grantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
  - b. L&PS may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Grantee must be incorporated in written amendments to this grant.
  - c. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to L&PS.
  - d. The Grantee agrees that should circumstances affecting the grant-funded project change it will immediately contact OAG in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from OAG via a OAG Grant Adjustment Request Form.
- 14. **Program Income:** The Grantee agrees that all income earned by the Grantee from grant-supported activities is deemed program income. The Grantee agrees to add program income to funds committed to the program to further eligible program objectives. The use of program income must be shown on the detailed cost statements.
  - State Circular, Grant Agreements-Agency Contracts, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.
- 15. Licensing and Publishing: The Grantee agrees that L&PS and OAG reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to

publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

- 16. **Records Retention:** Unless otherwise directed by OAG, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
- 17. Access to Records: The Grantee agrees to give the New Jersey Attorney General, L&PS and OAG through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.
- 18. Grant Fund Availability: Grantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
- 19. **Subcontracts and Assignments:** The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Grantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of OAG and L&PS. The Grantee may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
- 20. Advances of State Grants: If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.

- 21. **Failure to Comply with Award Conditions:** If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
  - a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
  - b. Disallow all or part of the cost of the activity or action not in compliance.
  - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
  - d. Withhold further awards for the program.
  - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
  - f. Take other remedies that may be legally available.
- 22. Grant Termination: When the Grantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Grantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.
- 23. **L&PS Termination of the Grant:** The Grantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. L&PS shall notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.
- 24. **Mutual Termination of the Grant:** L&PS and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
- 25. Grant Termination for Convenience: L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Grantee, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Grantee shall cease incurring additional obligations of grant funds. However, L&PS shall allow the Grantee to incur all necessary and proper costs which the Grantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

26. Grant Termination - Notification and Due Process: If the grant award is terminated for the Grantee's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, L&PS will provide notification to the Grantee, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, L&PS may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

**High Risk Grantees:** Grantee agrees that under certain instances it may be considered "High Risk":

- a. If L&PS determines that a Grantee: Has a history of unsatisfactory performance.
  - i. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
  - ii. Is not financially stable.
  - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
  - iv. Has not conformed to terms and conditions of previous awards.
  - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Grantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Grantee at any time including:
  - i. Issuing payment on a reimbursement basis.
  - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
  - iii. Requiring additional, more detailed financial reports.
  - iv. Requiring additional project monitoring.
  - v. Requiring the Grantee obtain technical or management assistance.
  - vi. Establishing additional prior approvals.
  - vii. Wholly or partly suspending or terminate the current award for the Grantee's program.
  - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Grantee as soon as possible, in writing, of:
  - i. The nature of the special conditions/restrictions.
  - ii. The reason(s) for imposing the special conditions.
  - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
  - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

- 27. Corruption of Public Resources Act: The Grantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from State grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
- 28. **Prohibition Against State Employee Status:** The Grantee understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
- 29. Indemnification by non-State Agencies: The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
- 30. Release by State Agencies: The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the L&PS for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

#### **SPECIAL CONDITIONS**

- 1. **Prohibited Use of Funds:** The Grantee certifies that all grant funds will be used exclusively to pay the base salary of police officers and other law enforcement personnel deployed in support of this grant program, N.J.A.C. 13:79-4.1. Grant funds cannot be used to make any overtime payments.
- 2 **Prohibition of Supplanting:** Funds received from the Safe and Secure Communities Grant Program may not be used to deliberately reduce other funds set aside for the same purpose.
- 3. Compliance with Program Laws and Regulations: Grantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Office of the Attorney General (OAG), the State of New Jersey Safe and Secure Communities Grant Program Administration and Funding Guidelines, and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey Safe and Secure Communities Program statute N.J.S.A. 52:17B-159 et seq. and regulations N.J.A.C. 13:79-1.1 et seq.
- 4. **Baseline Regular Complement:** The Grantee agrees that its baseline regular complement of police officers (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) is based on its police department's number of regular, sworn, appointed municipal officers who have the full power to arrest and who regularly exercise police powers regarding the enforcement of the general criminal and motor vehicle laws of this State.
- 5. **Maintaining Full Complement of Officers:** The Safe and Secure Communities Program legislation, N.J.S.A. 52:17B-164a and regulation N.J.A.C. 13:79-4.1, requires as a condition of the grant award, that the Grantee shall agree that it shall not reduce its baseline regular complement of police officers and other law enforcement personnel (as of 12/31/1993 and as reported in the 1993 Uniform Crime Report) during any grant period. A reduction of complement of officers below full complement (those added with grant funds) will result in a proportionately reduced or total loss of grant award.
- 6. **Match Requirement:** The Grantee agrees to pay as matching costs all fringe benefits (retirement, social security, health and dental insurance, workers compensation, unemployment, disability and survivor's insurance), other related costs, and any project expenses in excess of the grant award. The Grantee will also agree to satisfy any State requirement on matching and cost sharing.

- 7. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 l. Therefore, the State award and the required fringe benefit match under the Safe and Secure Communities Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
- 8. **Time and Attendance Records:** Grantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.
- 9. Financial and Performance Reporting: The Grantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Grantee also agrees to file a timely Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. The Grantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Grantee's award. L&PS may, at its discretion, terminate this or any other Safe and Secure grant awards for delinquent reporting.
- 10. **Availability of Grant Funds:** The Grantee understands that annual funding for the Safe and Secure Communities Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Grantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire State award.

#### CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Safe and Secure Communities Act Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable Federal and State laws, regulations, and guidelines.

Township of Mount Laurel	Grant #:	22-0324	
Grantee Municipality			
Meredith Tomczyk, Township Manager			
Printed Name			
(Mayor, Chief Executive or Village President)			
Signature	Date		
(Mayor, Chief Executive or Village President)			



## NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY OFFICE OF THE ATTORNEY GENERAL SUBAWARD

PROJECT TITLE 2022 Safe and Secure Communities Grant Program	SUBAWARD AMOUNT STATE \$ 32,400  MATCH \$ Fringe Benefits  TOTAL \$ 32,400
IMPLEMENTING AGENCY Mount Laurel Police Department	DATE OF AWARD September 20, 2021
SUBRECIPIENT Township of Mount Laurel	STATE ACCOUNT NO. 22-100-066-1020-232

In accordance with the provisions of the Safe and Secure Communities Act of 1993,P.L. 1993,c. 220 (N.J.S.A. 52:17B-159, et seq.) and based upon the project application, the Department of Law and Public Safety hereby awards to the above named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to all applicable federal and state statutes, as well as the requirements set forth in the application authorization, the approved project budget, required certifications, and any general conditions, assurances, and special conditions attached to the grant program. This subaward is also subject to all applicable statutes of the State of New Jersey and all Federal, State, and Local financial accounting requirements, including the filing of single audits, as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and State Circular Letters 15-08-0MB and 07-05-0MB (ifapplicable).

This subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds (if applicable).

FOR THE SUBRECIPIENT:	FOR THE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY		
Signature of Authorizing Official	Attorney General or Designee		
Meredith Tomczyk, Township Manager			
Typed Name of Authorizing Official and Title	Date		
Date			
Subaward Number: 22-0324	Contact: William H. Cranford, Chief Administrating Officer		
Subaward Period: 4/4/22 to 4/3/23	Office of the Attorney General Department of Law and Public Safety		
Subrecipient Fiscal Year Start Date: January	(609) 376-2445 grants@njoag.gov		



Distribution	

Resolution No. 21-R-199

REGULAR MEETING

**NOVEMBER 8, 2021** 

#### AWARD OF SNOW/BRUSH REMOVAL BID

WHEREAS, the Township Council advertised for bids to be received on October 19, 2021 at 10:00 a.m. prevailing time for the Snow/Brush Removal Bid for the Department of Public Works in accordance with specifications prepared for this purpose; and

WHEREAS, bids were received and duly opened and read by the Township Purchasing Agent as follows:

#### BIDDER/BID AMOUNT - SEE ATTACHMENT A

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that the bid for the aforementioned Snow/Brush Removal be awarded to Brightview Landscape, LLC, Smith Brothers Orchards, and DiMeglio Construction Co., Inc. for three calendar years (January 1, 2022 to December 31, 2024).

Availability of Funds: T-17-56-858-800

#### A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
	MOTION	MOTION AYE	MOTION AYE NAY	MOTION AYE NAY ABSTAINED	MOTION AYE NAY ABSTAINED ABSENT

## Attachment A

#### PROPOSAL FORM

Proposal	for	the	Tov	wnsł	iip (	of N	Iount	Lau	rel:

I or We _	Robert	DiMeglio			· .	
of	DiMeglio	Construct	ion Co	., Inc.		
(Address)	594 WI	nite Horse	Pike			 
(City, Sta	te, Zip)	Atco,	NJ	08004		

hereby agree to provide and perform completely in accordance with the Contract and Specifications for the Proposal according to the price submitted.

#### **Snow/Brush Removal Seasons**

SNOW BID ITEM	QUANTITY	COST PER HOUR	COST PER HOUR	COST PER HOUR
		Year 1	Year 2	Year 3
1. Class I Truck -8 tons and over single axle	2	260.00	270.00	270.00
2. Class II truck – 15 tons and over tandem axle	1	290.00	300.00	315.00
3. Front end loader – 3 to 5 yard bucket or Push Box	3	370.00	380.00	390.00
4. Grader				
5. Road Grader – 12 foot or greater blade				
6. Supplemental equipment to be considered Please list type)				
7. Pick-up truck				
a. 150 (or Equivalent)	1	190.00	190.00	200.00
b. 250 (or Equivalent)	2	220.00	230.00	230.00
c. 350 (or Equivalent)				
d. 450 (or Equivalent)	1	240.00	240.00	250.00
8. Back Hoe or Back Hoe w/Push Box		,	y	
9. Salt Equipment with vehicle				

				Option 1	Option 2
	BRUSH BID ITEM	QUANTITY	COST PER HOU	COST PER HOU	COST PER HOUI
e	with		Year 1	Year 2	Year 3
	Claw XXXX	1	330.00	330.00	340.00
	Chipper				

Attachment A

#### **PROPOSAL FORM**

Proposal for the Township of Mount Laurel:
I or We Jeff Smith
of Smith Brothers Orchards
(Address) 212 Fish Pond Rd.
(City, State, Zip) Sewell NJ 08080

hereby agree to provide and perform completely in accordance with the Contract and Specifications for the Proposal according to the price submitted.

#### Snow/Brush Removal Seasons

SNOW BID ITEM	QUANTITY	COST PER HOUR	COST PER HOUR	COST PER HOUR
		Year 1	Year 2	Year 3
1. Class I Truck -8 tons and over single axle				
2. Class II truck – 15 tons and over tandem axle				
3. Front end loader – 3 to 5 yard bucket or Push Box				
4. Grader				
5. Road Grader – 12 foot or greater blade				
6. Supplemental equipment to be considered Please list type)				
7. Pick-up truck a. 150 (or Equivalent)				
b. 250 (or Equivalent)	.6	185	185	185
c. 350 (or Equivalent)	3	205	205	210
d. 450 (or Equivalent)	a	220	270	380
8. Back Hoe or Back Hoe w/Push Box				
9. Salt Equipment with vehicle				

			Option 1	Option 2
BRUSH BID ITEM	QUANTITY	COST PER HOU	COST PER HOU	COST PER HOU
		Year 1	Year 2	Year 3
Claw Truck				
Chipper				

Attachment A

#### PROPOSAL FORM

Proposal for the Township of Mount Laurel:

I or We	JEFF	FELT		
of	BR: yLtv77W	LAN	id SCAP	is, LLC
(Address)	1 Lyo		Cont	
(City, State, Zip)	SHAmo	N6	NJ	08088
		/		

hereby agree to provide and perform completely in accordance with the Contract and Specifications for the Proposal according to the price submitted.

#### Snow/Brush Removal Seasons

			1	
SNOW BID ITEM	QUANTITY	COST PER HOUR	COST PER HOUR	COST PER HOUR
		Year 1	Year 2	Year 3
1. Class I Truck -8 tons and over single axle	2	\$215	\$ 221	<sup>8</sup> 228
2. Class II truck – 15 tons and over tandem axle			Current of	
3. Front end loader – 3 to 5 yard bucket or Push Box	4	8.360	380	375
4. Grader				
5. Road Grader – 12 foot or greater blade	-	<u> </u>		
6. Supplemental equipment to be considered Please list type)				
State 1st type)	8	\$ 190	5700	5215
7. Pick-up truck	8	8/80	5,195	8210
a. 150 (or Equivalent)				
b. 250 (or Equivalent)				
c. 350 (or Equivalent)				
d. 450 (or Equivalent)				
8. Back Hoe or Back Hoe w/Push Box	4	y 770	3235	\$250
9. Salt Equipment with vehicle	6	180	5195	8210

			Option 1	Option 2
BRUSH BID ITEM	QUANTITY	COST PER HOUI	COST PER HOUL	COST PER HOU
		Year 1	Year 2	Year 3
Claw Truck	4	390	50110	20130
Chipper	3	8225	5340	8255



Distribution _	
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Resolution No. 21-R-200

REGULAR MEETING

**NOVEMBER 8, 2021** 

## RESOLUTION AUTHORIZING RENEWAL OF LEGALIZED GAMES OF CHANCE FOR THE FALLS GROUP, LLC, T/A THE FUNPLEX

WHEREAS, the Superior Court of New Jersey, Appellate Division, ruled on January 10, 2011, that The FunPlex indoor amusement facility constitutes a "recognized amusement park" under N.J.A.C. 13; and

WHEREAS, pursuant to the consent order entered by the Burlington County Superior Court on February 2, 2011, the initial licenses for up to 50 skill based games was approved by the Township Clerk; and

WHEREAS, the Legalized Games of Chance Control Commission requires a yearly application and renewal; and

WHEREAS, The Falls Group, LLC has filed application and fees with the Township Clerk for 111 redemption game positions (71 machines); and the following amusement games: two basketball games, vertical water race game, balloon bust game; and

WHEREAS, the police department has conducted a background check on applicants and has recommended the approval of the license; and

**NOW, THEREFORE, BE IT RESOLVED,** that the Mayor, Township Council and Township Manager of the Township of Mount Laurel, County of Burlington, State of New Jersey do hereby authorize The Falls Group, LLC, t/a The Funplex amusement games license, and the Township Clerk is authorized to issue said license and to transmit said application and license to the State of New Jersey Legalized Games of Chance Control Commission.

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

A CERTIFIED COI	PY
Meredith Tomczyk,	Municipal Clark

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						



Distribution	

Resolution No. 21-R-201

REGULAR MEETING

NOVEMBER 8, 2021

## RESOLUTION TO RESCIND RENEWAL OF INACTIVE PLENARY RETAIL CONSUMPTION LIQUOR LICENSE #0324-33-021-005

WHEREAS, the State of New Jersey, Division of Alcoholic Beverage Control has determined that inactive liquor license number 0324-33-021-005, RRLL East Gate IV LLC, requires a Special Ruling pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, the license was placed on Resolution 21-R-108 and adopted at the Township Council meeting held on May 24, 2021;

**NOW, THEREFORE, BE IT RESOLVED,** that the Mount Laurel Township Council hereby rescinds the portion of Resolution 21-R-108 which specifically pertains to the renewal of liquor license number 0324-33-021-005, RRLL East Gate IV LLC.

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						



Distribution \_\_\_\_\_

Resolution No. 21-R-202

**REGULAR MEETING** 

NOVEMBER 8, 2021

## RESOLUTION AUTHORIZING THE RENEWAL OF INACTIVE PLENARY RETAIL CONSUMPTION LIQUOR LICENSE #0324-33-021-005

WHEREAS, the State of New Jersey, Division of Alcoholic Beverage Control had determined that inactive liquor license number 0324-33-021-005, RRLL East Gate IV LLC, required a Special Ruling pursuant to N.J.S.A. 33:1-12.39; and

WHEREAS, Plenary Retail Consumption License number 0324-33-021-005, RRLL East Gate IV LLC, received a Special Ruling for the 2021-2022 and 2022-2023 license terms from the Division of Alcoholic Beverage Control on October 29, 2021; and

**NOW, THEREFORE, BE IT RESOLVED,** by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey, that liquor license number 0324-33-021-005, RRLL East Gate IV LLC, is hereby granted renewal of its license for the 2021-2022 term; and

**BE IT FURTHER RESOLVED** that the Municipal Clerk be and she is hereby directed to sign and hold said license certificate on behalf of the Township Council and that a certified copy of this resolution be forwarded to the Director of the Division of Alcoholic Beverage Control of the State of New Jersey, Department of Law and Public Safety.

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

# Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						



Distribution	
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Resolution No. 21-R-203

**REGULAR MEETING** 

**NOVEMBER 8, 2021** 

## RESOLUTION AUTHORIZING MOUNT LAUREL TOWNSHIP TO SELL SURPLUS ON GOVDEALS

WHEREAS, the Township of Mount Laurel is the owner of certain surplus property which is no longer needed for public use; and

WHEREAS, the Township is desirous of selling said surplus property in an "as is" condition without express or implied warranties.

**NOW THEREFORE BE IT RESOLVED,** by the Mayor and Township Council in the Township of Mount Laurel, County of Burlington, as follows:

- (1) The sale of the surplus property shall be conducted through GovDeals pursuant to Sourcewell Contract and in accordance with the terms and conditions of the Cooperative Pricing System. The terms and conditions of the agreement entered into with GovDeals is available online at govdeals.com and in the Municipal Clerk's Office.
- (2) The sale will begin on November 19, 2021 and will be conducted online. The address of the auction site is govdeals.com.
  - (3) The sale is being conducted pursuant to Local Finance Notice 2008-9.
  - (4) A list of the surplus property to be sold is attached as Attachment A
- (5) The surplus property as identified shall be sold in an "as-is" condition without express or implied warranties with the successful bidder required to execute a Hold Harmless and Indemnification Agreement concerning use of said surplus property.
  - (6) The Township reserves the right to accept or reject any bid submitted.

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

#### A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
	MOTION	MOTION AYE	MOTION AYE NAY	MOTION AYE NAY ABSTAINED	MOTION AYE NAY ABSTAINED ABSENT

## Attachment A

## Township vehicles/machinery

Year	Make	Model/Description	VIN#	Miles
2008	Ford	Crown Victoria 4 DR	2FAFP71V38X140247	128,300
2010	Ford	Crown Victoria 4 DR	2FABP7BV9AX122743	110,249
2011	Ford	Crown Victoria 4 DR	2FABP7BV9BX127538	115,975
1996	Ford	F-450 Dump Truck	1FDLF47F0TEA18028	105,391
1997	Ford	F-450 Dump Truck	1FDLF47F5VEC65129	106,245
1997	Ford	F-450 Dump Truck	1FDLF47F2VEA51809	76,332
2002	Ford	F-450 Dump Truck	1FDXF46F62EB20239	158,038
1995	Ford	E-350 Van	1FBJS31H2RHA22377	65,220
2001	Chevrolet	Impala	2G1WF55K119313350	136,060
2007	Ford	Expedition	1FMFU1657LA344800	121,667
		Leaf Vacuum 242-685-		
	MTD	000	1301C1	

### Attachment A

## **Township Property**

Model/Description	Condition
Wayne Industrial 80 Gallon Air Compressor Serial # 20595	Used
Airco 225A MSM Welder Serial # 1353-0207	Used
Lot of approximately 60 various .45 caliber holsters	Used
Lot of approximately 29 X2 Taser holders	Used
Lot of approximately 9 R and R Medical Bags and 5 AED Trainer Bags	Used
Lot of approximately 32 Panasonic CF30 Laptops	Used
Lot of approximately 65 Riot Helmets	Used
Lot of approximately 4,000 Medline single ply facemasks	New
Lot of approximately 7 - Panasonic CF52; 2 - Panasonic CF-29; 1 - Acer Travelmate 4010; 1 - Dell Latitude D520; 1 - Lenovo Laptop	Used
Lot of approximately 2 - Neoflex computer monitor stands; 6 - Battery backup systems;	
6 - Dell OptiPlex; 1 - Verint Model 835 Server; 1 lot of hand held scanners with CD	
label printer	Used
1 - Timetrak Hand Punch 3000	New
5 - HP Printer Cartridges Model 410 A	New



Distribution		

Resolution No. 21-R-204

REGULAR MEETING

**NOVEMBER 8, 2021** 

#### SALE OF PERSONAL PROPERTY FOUND OR RECOVERED IN TOWNSHIP PURSUANT TO STATUTE 40A:14-157

WHEREAS, the Township Council of Mount Laurel, County of Burlington, State of New Jersey is desirous of providing for the sale at public auction of personal property found or recovered pursuant to Statute; and

WHEREAS, N.J.S.A. 40A:14-157 provides for notification of such auction and sale of personal property; and

WHEREAS, the Township has approximately nineteen (19) bicycles and other miscellaneous items to be auctioned; and

WHEREAS, a complete list of all items to be auctioned is attached as Attachment A;

**NOW, THEREFORE, BE IT RESOLVED,** by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that pursuant to N.J.S.A.40A:14-157, a public auction will begin on November 19, 2021 online at govdeals.com; and

BE IT FINALLY RESOLVED, that all monies collected by such auction shall be deposited with the Treasurer of the Township of Mount Laurel, pursuant to Statute.

This resolution was adopted at a meeting of the Township Council held on November 8, 2021 and shall take effect immediately.

#### A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						

## Attachment A

## Bicycles

Make	Model/Description	Condition
Huffy	Rock Ridge	Damaged
Huffy	Chesapeake	Used
Mongoose	Pro Rockadile	Used
Genesis	CNYX	Used
Dynacraft	Unknown	Used
Razor	Freestyle 2.0	Used
Genesis	KROM 1.8	Used
Mongoose	Outer Limit	Used
Ninja	Scooter 2 Wheel	Used
Columbia	USA Racing	Used
Next	Girl Talk	Used
Huffy	Highland	Used
Kent	Ambush	Used
	Unknown - silver in	
Unknown	color	Used
Huffy	Scout	Used
Kent	Terra	Used
Avigo	Malibu	Used
Kent	Glendale	Used
Diamondback	Wildwood	Used

#### Attachment A

## Found Property/Evidence

Model/Description	Condition
2 - 6 panel, no bore wooden doors, 30" X	
80"	New
Wheel Chair	Used

#### TOWNSHIP OF MOUNT LAUREL

#### **ORDINANCE 2021-19**

#### N ORDINANCE OF THE TOWNSHIP OF MOUNT LAUREL REPEALING AND REPLACING CHAPTER 81 OF THE TOWNSHIP CODE ENTITLED "FIRE PREVENTION"

WHEREAS, the Mount Laurel Fire District reviewed Chapter 81 of the Code of the Township of Mount Laurel entitled "Fire Prevention"; and

**WHEREAS**, that review resulted in recommendations that the Township repeal and replace this Chapter of the Code for consistency with national fire prevention standards; and

**WHEREAS**, the Township Council seeks to work with the Fire District to incorporate its recommendations;

MOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that Chapter 81 of the Code of the Township of Mount Laurel, be and is hereby repealed and replaced in its entirety at the recommendation of the Mount Laurel Fire District to read as follows:

#### § 81-1. Local enforcement.

Pursuant to N.J.S.A. 52:27D-202(a), the most current version of the International Fire Code New Jersey Edition as adopted by the New Jersey Division of Fire Safety shall be locally enforced within the Township of Mount Laurel, in all uses.

§ 81-2. Enforcing agency designated.

The local enforcing agency shall be the Bureau of Fire Prevention of Mount Laurel Fire District No. 1 within its jurisdictional limits as designated by the establishing ordinance, which limits are coincidental with the limits of the boundaries of the Township of Mount Laurel.

§ 81-3. Duties of enforcing agency.

The local enforcement agency shall enforce the Uniform Fire Safety Act and the codes and regulations adopted under it in all buildings, structures and premises within the established boundaries of the Mount Laurel Fire District No. 1, and shall faithfully comply with the requirements of the Uniform Fire Safety Act and the Uniform Fire Code.

### § 81-4. Life-hazard uses/non-life-hazard uses; registration of new tenants.

- A. The local enforcing agency established by § 81-2 of this chapter shall carry out the periodic inspections of life-hazard uses; non-life-hazard uses shall be inspected at least every 18 months.
- B. All new tenants must register with the Bureau of Fire Prevention of Mount Laurel Fire District No. 1 prior to occupancy. Failure to comply with this section will incur a penalty of not more than \$100.

#### § 81-5. Organization.

The local enforcement agency established by § 81-2 of this chapter shall be part of the Fire District and shall be under the supervision of the Fire Official, who shall report to the Board of Fire Commissioners and any such other officer as the Board may, by resolution, designate.

### § 81-6. Fire Official; inspectors and employees.

- A. Appointment of Fire Official. Enforcement of the Uniform Fire Safety Act and the Uniform Fire Code shall be under the supervision of the Fire Official, who shall be appointed by the Board of Fire Commissioners of the Mount Laurel Fire District No. 1 in compliance with regulations set forth by the New Jersey Civil Service Commission.
- B. Inspectors and employees. Such inspectors and other employees as may be necessary in the local enforcing agency shall be appointed by the Board of Fire Commissioners of the Mount Laurel Fire District No. 1, in compliance with regulations set forth by the New Jersey Civil

Service Commission.

Removal from office. The Fire Official, fire inspectors and other employees of the enforcing agency shall be subject to removal by the Board of Fire Commissioners of the Mount Laurel Fire District No. 1, for inefficiency or misconduct as prescribed in the Mount Laurel Fire Department Disciplinary Code and in compliance with regulations set forth by the New Jersey Civil Service Commission.

§ 81-7. Board of Appeals.

C

Pursuant to N.J.S.A. 52:27D-206 and 208 of the Uniform Fire Safety Act, any person aggrieved by any notice, order or action of the local enforcement agency shall have the right to appeal to the Construction Board of Appeals of Burlington County, unless the Township of Mount Laurel has established such a Construction Board of Appeals. In the event of the creation of a Construction Board of Appeals by the Township of Mount Laurel, such appeal will be to the Township Board of Appeals.

#### § 81-8. Registration, Square Footage Fees, and Other Fees

There shall be a minimum of \$50 registration fee and a square-footage fee as referenced in Table 81-8(c) required for all non-life-hazard facilities, structures, occupancies, and uses subject to registration of the Bureau of Fire Prevention.

B. The tenant, business, owner, or user shall be responsible for the registration fee.

C. The square-footage fee table is listed below:

#### **TABLE 81-8(c)**

Gross Floor Area	Square-footage Fee
0 square feet to 500 square feet	\$50.00
501 square feet to 2,500 square feet	\$100.00
2,501 square feet to 5,000 square feet	\$200.00
5,001 square feet to 10,000 square feet	\$400.00
10,001 square feet to 25,000 square feet	\$600.00
25,001 square feet to 50,000 square feet	\$800.00
50,001 square feet to 75,000 square feet	\$1,000.00
75,001 square feet to 100,000 square feet	\$1,200.00
each additional 100,000 square feet	\$100.00

D. In the case of sublet space, the building owner, principal occupant, or lessor shall be responsible for the annual square-footage inspection fee, and each sublet tenant will remain responsible for the minimum registration fee of \$50.

E. The regular business hours of the Bureau of Fire Prevention of the Mount Laurel Fire District No. 1 shall be 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays. After-hour inspection fees, where inspections are requested to be performed after regular business hours, the following fee schedule shall be implemented upon passage of this chapter:

#### **TABLE 81-8(e)**

1 hour or less	\$75.00
1 hour to 4 hours	\$300.00
4 hours to 8 hours	\$600.00

The fee schedule for Certificate of Smoke Alarm, Carbon Monoxide Alarm, and Portable Fire Extinguisher Compliance (CSACMAPFEC) shall take effect upon passage of this chapter and NJAC 5:70-2.9(d) and not to be less than listed below and may be adjusted with amendments by the state, but not to exceed future fee schedule adjustments:

#### **TABLE 81-8(f)**

Application fee, if requested	
More than Ten (10) business days	\$65.00
Between Four (4) and Ten (10) business days	\$100.00
Fewer than Four (4) business days	\$140.00

G. Other fees that shall take effect immediately following passage of this chapter:

#### Table 81-8(g)

Service	Fee
Hire watch (per hour/per fire fighter)	\$75.00
Hire extinguisher training (per person)	\$25.00
Site plan review (per hour) billed at ½ hour minimum	\$150.00
special meeting fee (per hour) billed at 1/2 hour minimum	\$150.00
Returned check fees or actual recovery cost, whichever is higher.	\$35.00
Fire Apparatus	\$150.00
Chief Officer/Fire Official	\$150.00
Fire Officer	\$100.00
Hirefighter/Inspector or Fire Inspector	\$75.00

H. Civil Court Appearances and Depositions. Any employee or volunteer member of the Mount Laurel Fire District No. 1 subpoenaed to testify in civil court or a deposition shall appear and compensation to the Mount Laurel Fire District No. 1 shall be set forth in Table 81-8(g) and the federal mileage rate plus tolls for distances exceeding twenty-five (25) miles.

No fees for any inspection shall be charged for occupancies operated by any governmental agency.

#### § 81-9. Permits.

A. Fees shall be in accordance with the New Jersey Uniform Fire Code Fee Permit Schedule NJAC 5:70-2.9 et seq. and not to be less than listed below:

#### **TABLE 81-9(a)**

Type 1	\$54.00
Type 2	\$214.00
Type 3	\$427.00
Type 4	\$641.00

B. In addition to permit fees, after-hour inspection fees shall be charged in accordance with § 81-8E.

### § 81-10 | Technical Amendments: Fire Lane, Fire Zone and Parking.

Chapter 53 of the International Fire Code New Jersey Edition shall be supplemented as follows:

Public buildings: Fire lanes/fire zones shall be designated on all land use plans and specifications for new construction or remodeling of any building. The Fire Official shall make recommendations as to the manner in which fire lanes and fire zones could be laid out to the owner and to the Planning Board and Zoning Board of Adjustment.

Design: Each fire lane shall be constructed to a minimum width of 20 feet, no greater than 5 degrees (8.7%) grade/slope, and capable of supporting a minimum truck weight of 80,000 pounds. Construction of the fire lane can be combined with a pedestrian path appropriately located and constructed. The minimum vertical clearance shall not be less than 14 feet. All fire lanes shall be visually designated either by their form or by the material used in their construction. In the event that a stable base with grass or sod topping is used in order to have the fire lanes blend with the landscaping, their location shall be shown by appropriate shrubbery or other designation authorized by the Bureau of Fire Prevention, Mount Laurel Fire District No.1. When determining the type of construction that is appropriate for the fire lane,

consideration shall be given to the aesthetics of the site. When the turning radius is less than 28 feet of any travel lane, driveway, street, fire lane, fire zone, or fire department access road, the inside radius must be mountable curb and stabilized to accommodate the Mount Laurel Fire Department ladder truck weight of 80,000 pounds.

C. Location: Fire lanes shall be located so as to serve the entire building from the building site, so as to provide the most direct means of access for all emergency vehicles and to be sufficiently close to the building to provide the means to provide protection for the structure while being far enough removed so as to provide safety for the emergency vehicles using the fire lanes in the event of the collapse of the building. However, the ultimate authority, with respect to the determination for the location of the fire lanes and fire zones, shall lie with the Fire Official for the Township of Mount Laurel. The Fire Official shall make the aforesaid determination after reviewing recommendations of both the Township Engineer and Township Planner.

Signs and markings: Fire lanes and fire zones shall be appropriately posted with signs indicating the words "No Parking - Fire Lane" or "No Parking - Fire Zone" in red letters on a white background, with a red line bounding the perimeter of the sign, said sign to be a minimum of 12 inches by 18 inches, made with rust-resistant reflectorized coating, posted at the ends of each fire lane and at one-hundred-foot intervals therein. Fire zone areas shall also be designated by covering the face and top of the curb or painting a four-inch line on the pavement of the prohibited area with a solid yellow color of paint. The above criteria for the painting of fire areas is to be considered the minimum, and additional painting may be placed on the site consisting of crosshatches, solid yellow areas or such other designations, in addition to the curb or four-inch strip on the pavement as may serve as to act as deterrent to parking in fire zones.

#### E. | Fire Lane Enforcement:

- 1. It shall be unlawful for anyone to park, block, or obstruct a fire lane or emergency access road at any time.
- 2. The Fire Official and Fire Inspectors of the designated local enforcing agencies of Mount Laurel Fire District No. 1 are empowered to issue summonses to any offending party.
- 3. All such summonses will be on a form cognizable before the Municipal Court of the Township of Mount Laurel, and any and all hearings to be held in connection with any summonses issued hereunder shall be held before said Municipal Court pursuant to the penalty enforcement Law, N.J.S.A. 2A:58-1 et seq.
- 4. The penalty for violation Section 81-10 E(1) of this code shall be a maximum fine of \$100 and, in addition thereto the Police Department of the Township of Mount Laurel shall have the authority to cause said vehicle found in violation to be towed and stored at the owner's expense.
- 5. Towing expense: Any vehicle that is towed as a result of a violation of this section shall be towed at the expense of the registered owner of such vehicle.
- 6. Interpretation of provisions: This section shall not be construed as to repeal or be inconsistent with §154-69 but shall be concurrently enforced by both police authorities and authorized fire inspectors.

#### § 81-11 | Technical Amendment: Outdoor Fires.

Chapter 3 of the International Fire Code New Jersey Edition shall be supplemented as follows:

- For the purposes of this section, an approved outdoor fire shall be classified as any fire taking place on a residential property within Mount Laurel Township for the sole purpose of providing warmth, recreation, heating, cooking, and ceremonial use.
  - 1. Fuel for outdoor fires shall be limited to seasoned firewood, natural gas or propane.
  - 2. Fire pits shall not exceed three (3') feet in diameter and two (2') feet in height total fuel area.
    - a. Fire pits shall not be located within twenty five (25') feet of a structure, combustible materials, combustible vegetation and/or property lines.
  - 3. Fire in approved containers are defined as Chimineas and/or other commercially manufactured containers designed and built for its specific use for seasoned firewood,

natural gas, or propane.

- a. Approved containers shall not be located within fifteen (15') feet of a structure, combustible materials, combustible vegetation and property lines.
- b. Approved containers shall not be located in or on any residential/apartment unit; porch, balcony, covered patio area or any other private area of an apartment or multifamily dwelling unit.

#### B. Outdoor Fire Enforcement:

- 1. The Fire Officials, Fire inspectors and Fire Chiefs of Mount Laurel Fire District No. 1 or mutual aid personnel acting on their behalf are empowered to have any outdoor fire extinguished for the following reasons:
  - a. A complaint is filed in regards to a smoke condition.
  - b. Any unsafe condition is determined by the fire department.
  - c. If NJ's forestry service has determined drought conditions.

#### C. Administrative charges:

- 1. Single-family and two-family dwellings:
  - a. Upon a second incident during any calendar year where any of the conditions of B.1. above exists, an administrative charge of \$100 will be levied.
  - b. Upon the third and/or subsequent incidents of the above C. 1. (a) during any calendar year, an administrative charge of \$250 will be levied.

### § 81-12 R-1 Use Group Floor-Level Exit Signs.

Chapter 0 of the International Fire Code New Jersey Edition shall be supplemented as follows:

- A. When exit signs are required, additional approved low-level exit signs which are internally illuminated, photo luminescent or self-luminous, shall be provided in all interior exit corridors serving guest rooms of hotels in Group R-1. The bottom of the sign shall not be less than six inches or more than eight inches above the floor level. For exit doors, the sign shall be on the door or adjacent to the door with the closest edge of the sign within four inches of the latch side of the doorframe.
- B. Business Use Group floor-level exit signs. When exit signs are required, additional approved reflective exit signs shall be provided in business use group buildings, three or more stories, the bottom of the sign shall be not less than six inches or more than eight inches above the floor level. For exit doors to stairwells, the sign shall be on the door or adjacent to the door with the closest edge of the sign within four inches of the latch side of the doorframe.
- C. Implementation. All residential. All electrical-operated low-level exit signs required by § 81-12 must be installed within three years of the adoption of the section.
- D. All reflective low-level exit signs required by § 81-12B must be installed within one year of adoption of the section.

### § 81-13 Technical Amendment: Identification of business and commercial occupancies.

Chapter 5 of the New Jersey International Fire Code New Jersey Edition shall be supplemented to add as follows:

All door way entrances and/or exits for commercial establishments shall have printed thereon, in block letters, at least three inches high and approximately six inches from the top of the doorway, in conspicuously contrasting colors, the name of the commercial establishment located therein; provided, however, that there shall be exempt from this requirement such main entrance or entrances as are otherwise conspicuously and clearly marked with the identity of the commercial establishment located therein. It is the intent of this provision that emergency personnel arriving at the scene of a fire or other emergency have immediate identification of access routes to commercial occupancies located in a particular commercial building or buildings.

### § 81-14 Technical Amendment: Storage or Parking of Internal Combustion Engines.

Chapter of the International Fire Code New Jersey Edition shall be supplemented as follows:

No person shall store or park or cause to store or park any internal-combustion engine vehicle, including but not limited to those commonly known as a "motorcycle," "moped," "go-cart," "dirt bike," "lawnrower," "snowblower," etc., in or on any apartment/residential unit; porch, balcony, covered patio area, entrance, exit or any other private area of an apartment or multifamily dwelling unit.

A. Approval by Fire Official: No person shall store, park or cause to store or park an internalcombustion engine vehicle in any occupancies not in conformity with the Uniform Construction Code unless approved by the Fire Official.

## § 81-15. Technical Amendment: Fire Department Connections, Fire Hydrants and Water Supplies

Chapter 9 of the International Fire Code New Jersey Edition shall be supplemented as follows:

- A. Fire Department Connection and Fire Hydrants. Use of fire hydrants. A person shall not use of operate any fire hydrant intended for the use of the Fire Department for fire-suppression purposes unless such person first secures a permit for such use from the Fire Official and the water company and the municipal utilities authority having jurisdiction. This section shall not apply to the use of such hydrants by a person employed by, and authorized to make such use by, the water company having jurisdiction. This section shall not be construed as to repeal Ordinance Nb. 1980-16. Exception: testing when approved by the Fire Official.
  - 1. It shall be unlawful to obscure from view, damage, deface, obstruct or restrict the access to any fire hydrant or any fire department connection, including fire hydrants and fire department connections that are located on public or private streets, access lanes, or on private property.
- B. Placement of Fire Hydrants and Mains. The Fire Official shall report to the Planning Board, the Zoning Board of Adjustment, the Minor Site Plan Alteration Committee, the property owner and/or the water company and/or the Municipal Utilities Authority having jurisdiction on land use, subdivision(s), site plan(s), temporary use permits, and zoning approvals. The applicant shall prepare plans in accordance with the requirements adopted herein. The applicant shall be responsible for off-site improvements that affect the site fire flow requirements adopted herein.

### C. Fire Department Connections, Fire Hydrants and Water Supplies.

- Required water supply for fire protection. An approved water supply capable of
  supplying the required and reliable fire flow for fire protection shall be provided to all
  premises upon which facilities, buildings, uses or portions of buildings or uses are
  hereafter constructed. When any portion of the facility or building protected is in excess
  of 100 feet from a water supply on a public street, as measured by an approved route
  around the exterior of the facility or building, on-site fire hydrants and mains capable of
  supplying the required and reliable fire flow shall be provided when required by the
  Fire Official.
- 2. Type of water supply. Water supply is allowed to consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. In setting the requirements for fire flow, the Fire Official shall be guided by Tables 81-15.1 and 81-15.2.
- 3. Fire hydrant systems. Testing and maintenance. Fire hydrant systems shall be subject to such periodic tests as required by the Fire Official. Fire hydrant systems shall be maintained in an operative condition at all times and shall be repaired where defective. Additions, repairs, alterations and servicing shall be in accordance with approved standards. Painting shall be in accordance with the Mount Laurel Fire Department standard as follows:
  - (a) Fire hydrant barrel shall be painted with brilliant red or yellow in accordance with the water authority having jurisdiction. Private fire hydrants shall be painted light

blue. Dry hydrants drafting point hydrants, and other non-potable systems shall be painted violet (light purple) and the painting shall be the responsibility of the property owner.

(b) The bonnet and two-and-one-half-inch hose connections shall be painted with white reflective paint.

(c) The four-and-one-half-inch (steamer) connection will be painted with the color code identifying flow in accordance with N.F.P.A. standard 291.

(d) All Fire Department connections shall have the identification signs painted with the color code identifying the flow in accordance with N.F.P.A. standard 291.

[1] Flow indicators. The four-and-one-half-inch (steamer) connection shall be color-coded to indicate the hydrant's available flow at 20 psi. Standard color codes are as follows:

#### Table 81-15.1 NFPA 291, Chap. 3

Class C	Less than 500 GPM	Red
Class B	500-999 GPM	Orange
Class A	1000-1499 GPM	Green
Class AA	1500 GPM and above	Light Blue

(e) On the face of the four-and-one-half-inch steamer cap above the center nut, oneand-one-half-inch numeral of a contrasting color will illustrate the size in inches of the water main servicing that hydrant.

(f) All private hydrants will meet this standard.

4. Protection of hydrants. When exposed to potential vehicular damage, fire hydrant shall be suitably protected as approved by the Fire Official.

5. Fire flow requirements. The procedure determining fire flow requirements for building uses or portions of buildings, and uses shall be in accordance with Table 81-15.1 or the national accepted reference approved by the Fire Official.

6. Definitions. Fire area is a floor area, in square feet, used to determine the required fire flow. Fire flow is the flow rate of a water supply, measured at 20 psi residual pressure, which is available for firefighting.

7. Decreases. Fire flow requirements may be modified downward by the Fire Official for isolated buildings or a group of buildings in rural areas where the development of full fire flow requirements is impractical.

8. Increases. Fire flow may be modified upward by the Fire Official where conditions indicate an unusual susceptibility to group fires or conflagrations. An upward modification shall not be more than twice that required for the building under consideration.

9. Fire area.

(a) General. The fire area shall be the total floor area of all floor levels within the exterior walls, and under the horizontal projections of the roof of a building, except as modified in Subsection C(9)(b) and (c) below.

(b) Area separation. Portions of buildings that are separated by one or more two-hour area separation walls constructed in accordance with the Uniform Construction Code are allowed to be considered as separate fire areas.

(c) The fire area of buildings constructed shall be the area of the three largest successive floors.

10. Fire flow requirements for buildings:

(a) Detached one- and two-family dwellings. The minimum fire flow and flow duration requirements for one- and two-family dwellings having a fire area that does not exceed 3,000 square feet shall be 1,000 gallons per minute. Fire flow and flow duration for dwellings having a fire area in excess of 3,000 square feet shall not be less than that specified in Table 81-15.1 or the State of New Jersey Residential Site Improvement Standards.

Exception: A reduction in required fire flow of 50%, as approved by the Fire Official, is allowed when the building is provided with an approved automatic sprinkler system.

(b) Detached buildings other than one- and two-family dwellings. The minimum fire flow and flow duration for buildings other than one- and two-family dwellings shall be as specified in Table 81-15.1.

Exception: A reduction in required fire flow of up to 50%, as approved by the Fire

Official, is allowed when the building is provided with an approved automatic sprinkler system. The resulting fire flow shall not be less than 1,500 gallons per minute.

- 11. Fire hydrant locations and distribution.
  - (a) Location. Fire hydrants shall be provided when required along required fire apparatus access roads, adjacent public streets, on each site within 100 feet of any portion of the facility or building and within 50 feet of any Fire Department Connection.
  - (b) Number of fire hydrants. The minimum number of fire hydrants required to a building or use shall not be less than that listed in Table 81-15.2. The number of fire hydrants available to a complex or subdivision shall not be less than that determined by spacing requirements listed in Table 81-15.2.
  - (c) Consideration of existing fire hydrants. Existing fire hydrants on public streets are allowed to be considered as available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads.
  - (d) Distribution of fire hydrants.
    - [1] The average spacing between fire hydrants shall not exceed that listed in Table 81-15.2. Regardless of the average spacing, fire hydrants shall be located such that all points on streets and access roads adjacent to a building are within the distances listed in Table 81-15.2.
    - [2] Fire hydrants must be located within 50 feet of all Fire Department Connections (Siamese).
    - [3] Fire hydrants must be located on all sites and within 100 feet of any portion of the facility or building as determined by the Fire Official.

Table 81-15.2 - Number and Distribution of Fire Hydrants Fire Flow Requirement Minimum Number of Average Spacing Between (gpm) X 3.785 Hydrants Hydrants (for L/min) (feet) 1,000 or less 1 500 1.250 2 450 3,000 3 400 3,500 - 4,000 4 350 4,500 - 5,000 300 5,500 300 6,000 250

7

8

- 1 Reduce by 100 feet for dead-end streets, roads, or cul-de-sacs.
- 2 Where streets are provided with median dividers which can be crossed by fire fighters pulling hose lines, or arterial streets are provided with four or more traffic lanes and have a traffic count of more than 30,000 vehicles per day, hydrant spacing shall average 500 feet on each side of the street and be arranged on an alternating basis up to a fire flow requirement of 7,000 gallons per minute and 400 feet for higher fire-flow requirements.

250

200

- 3 Dead-end mains shall be limited to 500 feet and/or not more than one fire hydrant. Dead-end mains must meet the required fire flow.
- 4 Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, fire hydrants shall be provided at spacing not to exceed 1,000 feet (305 m) to provide for transportation hazards.
- 5 One hydrant for each 1,000 gallons per minute or fraction thereof.
- 6 A fire hydrant must be located within 50 feet of any Fire Department fire protection connection (siamese).

NOTE: Exception to Table 81-15.2: Residential subdivisions approved in accordance with Residential Site Improvement Standards, Chapter 5, are not obligated to follow this table.

## § 81-16. Mechnical Amendments: Fire Department Access Roads.

6,500 - 7,000

7,500 or more

Chapter 5 of the International Fire Code New Jersey Edition shall be supplemented as follows:

- A. Fire Department access: Required access. Fire apparatus access roads shall be provided in accordance with §§ 81-10 and 81-16 of the code for every facility, use, building or portion of a building when any portion of a facility or any portion of an exterior wall of the first story of the building is located more than 100 feet from a fire apparatus access roads as measured by an approved route around the exterior of the building or the facility in accordance with §§ 81-10 and 81-16 of this code. Fire department access roads shall include public and private roadways and travel lanes.
- B. Exceptions:
  - 1. When buildings are completely protected with an approved automatic fire sprinkler system, the provisions may be modified by the Fire Official.
  - When access roads cannot be installed due to location on property, topography, waterways, non-negotiable grades or other similar conditions, the Fire Official is authorized to allow additional fire protection.
  - 3. More than one fire apparatus access road shall be provided when it is determined by the Fire Official that access by a single road might be impaired by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

#### Dimensions. Reference § 81-10B of this Code.

EXCEPTION: Vertical clearance may be reduced, provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved by the Fire Official.

- 4. General. The required width of a fire apparatus access road shall not be obstructed in any manner, including the parking of vehicles. Minimum required widths and clearances shall be maintained at all times. Entrances to roads, trails or other accessways which have been closed with gates and barriers shall not be obstructed by parked vehicles.
- 5. Closure of accessways. The Fire Official is authorized to require the installation and maintenance of gates and barricades across roads, trails or other accessways, not including public streets, alleys or highways. When required, gates and barricades shall be secured in an approved manner. Roads, trails, and other accessways which have been closed and obstructed shall not be trespassed upon or used unless authorized by the owner and the Fire Official.
- C. Blocking fire access roads. No person or persons without appropriate municipal authority shall erect, construct, place or maintain any bumps, humps, or any traffic-calming devices, fences, gates, chains, bars, pipes, wood or metal horses, or any other type of obstruction or on any street, within the boundaries of the municipality, so as to impede the flow of emergency vehicles. The word "street" as used in this chapter shall mean any roadway accessible to the public for vehicular traffic, including but not limited to private streets or access lanes, as well as all public streets and highways within the boundaries of the municipality.

### § 81-17 Technical Amendments: Fire Appliances.

Chapter 9 of the International Fire Code New Jersey Edition shall be supplemented as follows:

A person shall not obstruct, remove, tamper with or otherwise disturb any fire hydrant or fire appliance required to be installed or maintained under the provisions of the Fire Prevention Code except for the purpose of extinguishing fires, training or testing purposes, recharging, or making necessary repairs, or when permitted by the Fire Official. Whenever a fire appliance is removed as herein permitted, it shall be replaced or reinstalled as soon as the purpose for which it was removed has been accomplished. Defective and non-approved fire appliances or equipment shall be replaced or repaired as directed by the Fire Official.

## § 81-18. Technical amendments: High-rise and Residential and Business Use, Three or More Stories.

Chapter 10 of the International Fire Code New Jersey Edition shall be supplemented as follows:

In all hotels, R-1, and business occupancies more than three stories in height, the building owner will have the responsibility to install the following:

1. On all stair tower doors placed on the stair side of the door, six-inch reflective lettering that will designate the Fire Department division by letter A, B, C, or D, as designated and

approved by the Fire Official, followed by a dash, then the number which corresponds to the floor.

Example: A stair tower that exits to the front of the building will identify that you are on the 7th floor; the door marking would be A-7.

- 2. The above-described lettering will be in the door itself, six inches to eight inches from the floor (stairwell side).
- 3. The color of the lettering will be of a contrasting color to the door, legible during both daylight and night vision.

#### § 81-19. Technical Amendment: Trash Enclosures.

Chapter of the International Fire Code New Jersey Edition shall be supplemented as follows:

Trash enclosures, dumpsters, and compactors containing combustibles shall not be placed in buildings of within 15 feet of exterior of a building wall, openings, or roof eave lines.

Exception: Area protected by an approved automatic sprinkler system in accordance with N.F.P.A. 13.

## § 81-20 Technical Amendment: Fire Department Connections and Fire Hydrants.

Chapter 5 of the International Fire Code New Jersey Edition shall be supplemented as follows:

All sites buildings or uses with fire protection connections (siamese):

1. Fire Hydrants must be located within 50 feet of all Fire Department connections (siamese).

## § 81-2 Technical Amendments: Residential Smoke Detectors and Carbon Monoxide Detectors.

Subchapter 4, 4.19 of the New Jersey Uniform Fire Code shall be supplemented to add as follows:

Residential smoke detectors and carbon monoxide detectors. No one- and two-family residences shall be sold or rented or subleased or occupancy changed unless and until the residence shall have installed therein and thereafter maintained an approved smoke alarm or detection system. The detectors shall be sensitive to any of the products of combustion. Alarm-signaling devices shall be clearly audible in all bedrooms when all intervening doors are closed. For the purpose of installation and maintenance, only the applicable sections of the National Fire Protection Association (N.F.P.A.) 72, shall be considered accepted engineering practices.

Residential smoke detectors (alarms) and carbon monoxide detectors (alarms) shall be maintained as installed at the time of first occupancy and in accordance with the Construction Code in effect at first occupancy. In addition, smoke detectors (alarms) shall be required on all levels and within 10 feet of each sleeping area. Carbon monoxide detectors (alarms) are required within the vicinity of each sleeping area and may be battery-operated, hard-wired, or plug-in type. However, electrically operated smoke detectors (alarms) as originally installed may not be replaced with battery-operated and must be maintained with electrical detectors. All detectors must be less than 10 years old. Any AC smoke detectors (alarms) replaced may be replaced with an (AC/DC) electrical detector with battery backup. AC smoke detectors (alarms) originally installed prior to 1991 are recommended to be replaced with AC/DC. DC single station smoke detectors (alarms) shall be ten-year sealed battery-powered listed in accordance with ANSI/LL 217. All interconnections between detectors must be maintained as originally installed. All detectors within the subject occupancy shall be tested for proper operation. Non-required and nonfunctional detectors must be removed so as not to give the impression of protection.

### § 81-22. Technical Amendments: Rapid-Entry Systems.

Chapter of the International Fire Code New Jersey Edition shall be supplemented as follows:

#### A. Criteria for requirements.

The owner, tenant, and/or occupant(s) of the following types of building(s) or structure(s) to have installed on their building(s) or structure(s) a rapid-entry key box, to be located in an accessible location, as determined by the Fire Official:

- All hotels, motels or multiple dwellings that are occupied throughout the day or night and have common corridors to living units or spaces.
- 2. Any property that utilizes a locked gate to control vehicle access to the property.
- 3. All structures protected by an automatic alarm system or automatic fire-

suppression system.

4. Any building equipped with an elevator.

5. Any structure deemed by the Fire Official that would be difficult to access because of secured openings.

 Exception: Any property protected by on-site twenty-four-hour, seven-days-aweek security guard service, maintenance or nursing staff. One- and two-family dwellings.

B. Approval of system type; keys.

The type of rapid-entry-key-box system to be installed shall be approved by the Bureau of Fire Prevention prior to the purchase of same. The Bureau of Fire Prevention may request, and the owner of the building or structure concerned shall provide, two sets of keys for the following areas within the building or structure: Pass or master keys, as may be available; boiler rooms; sprinkler rooms and control valves; fire alarm control panel; electrical rooms; elevators and elevator control rooms; and such other room(s) or door(s) requested by the Fire Department where entry may be required.

C. Additional materials as deemed necessary.

In addition to keys, combination access codes for locks and doors shall be stored within the rapid-key-box-entry system. Material safety data sheets, emergency contact numbers and other pertinent information as may be deemed necessary to deal with emergencies at the site may be required to be within the rapid-key-box-entry system as well.

D. Time frame for compliance.

All new buildings meeting the criteria of § 81-22, constructed after the effective date of this section, shall have a rapid-entry key box installed and operational prior to issuance of certificate of occupancy, and all existing buildings, within 90 days of the effective date of this article, shall be provided with a rapid-entry key box.

E. Privacy protection.

Notwithstanding the provisions of any other section of this article, no official, employee or member of the Bureau of Fire Prevention or Fire Department shall request, nor shall an owner be required to provide, a key to any self-contained, individual living space area, unit or room.

F. Keys and information kept up-to-date.

The owner or operator of any occupancy or structure that requires a rapid-entry-key-box system shall be required to have kept therein updated keys and documents for all locks and structures as required at all times.

G. Violations and penalties.

Violators of this article shall be subject to penalties as set forth in the Uniform Fire Code, N.J.A.C. 5:70-2.12.

### § 81-23 Technical Amendments: Decorative Landscaping.

Chapter 5 of the International Fire Code New Jersey Edition shall be supplemented as follows:

Effective as of the date of this passing, all new commercial properties or business registrations will be required to have Non-Combustible Decorative Landscaping within 3 feet of any exterior wall. This section will be enforced during the Site Plan review process. All existing commercial properties will be required to convert to Non-Combustible Decorative Landscaping within 3 years.

## Section Two - Repealer, Severability and Effective Date.

- A. Repealer. Any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.
- B. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Council hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the Ordinance.
- C. This Ordinance shall take effect upon passage and publication according to law.

Introduction Date: October 18, 2021

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Publication Date: October 21, 2021

Public Hearing Date: November 8, 2021

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BY:			
	Stenhen Steglik	Mayor	

ATTEST:

Mered th Tomczyk, Township Clerk

4813-990 -7718, v. 1

#### TOWNSHIP OF MOUNT LAUREL

#### **ORDINANCE 2021-21**

AN ORDINANCE OF THE TOWNSHIP OF MOUNT LAUREL, COUNTY OF BURLINGTON AND STATE OF NEW JERSEY AUTHORIZING AND APPROVING A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF MOUNT LAUREL AND DELCO DEVELOPMENT, LLC, FOR A PORTION OF PROPERTY CURRENTLY KNOWN AS LOTS 10 AND 11 WITHIN BLOCK 302.15 (WHICH WILL BE SUBDIVIDED), PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 et seq.)

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

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("Redevelopment Law"), specifically including N.J.S.A. 40A:12A-6(a), the Township Council of the Township ("Governing Body") adopted a resolution adopting the recommendation of the Township Planning Board and designated, among other parcels now known as Block 302.15, Lots 10 and 11 (upon finalized subdivision, lot number will change), on the official Tax Map of the Township, generally identified by the street address of Route 38 and Fostertown Road, Mount Laurel, New Jersey 08054 ("Redevelopment Property"), as a "Redevelopment Area" as such term is defined in the Redevelopment Law; and

WHEREAS, pursuant to such designation, by Ordinance No. 2019-7, the Governing Body adopted the "Route 38, Ark Road and Fostertown Road Redevelopment Plan", a redevelopment plan that includes applicable development goals and standards for, among other things, the redevelopment of the Redevelopment Property ("Redevelopment Plan"); and

WHEREAS, on May 18, 2020, the Township via Ordinance No. 2020-8, amended the Redevelopment Plan consistent a with a settlement agreement in the matter of Delco Development, LLC v. Township of Mount Laurel, et al., (Docket No. BUR-L-1550-19); and

WHEREAS, the Township has heretofore designated the Governing Body as the "Redevelopment Entity" (as such term is defined in the Redevelopment Law) for the purpose of implementing the Redevelopment Plan; and

WHEREAS, by adoption of Resolution 19-R-208, the Governing Body appointed Delco Development, LLC ("Developer"), as the redeveloper of the Redevelopment Property; and

WHEREAS, the Developer will reorganize as a urban renewal entity formed and qualified to do business under the provisions of the New Jersey Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.) ("Long Term Tax Exemption Law") and, in connection therewith, will change its legal name to "HP Affordable Urban Renewal, LLC" for this section of the Project; and

WHEREAS, the redevelopment plan of the Developer consists of the redevelopment of the Redevelopment Property by development and construction of 273 family rental apartments; 207 townhomes, no less than 80,000 square feet of commercial development and 120 units of age-restricted apartments, together with associated parking, landscaping, lighting and other site improvements, to be constructed in phases on the Redevelopment Property; and

WHEREAS, the Developer has or will purchase or lease the Property and construct, or cause to be constructed, the Project; and

WHEREAS, the Long Term Tax Exemption Law permits a municipality to enter into a financial agreement exempting real property from tax assessment and accepting payments in lieu of taxes where the property is qualified; and

WHEREAS, in accordance with the Long Term Tax Exemption Law, the Developer submitted a written application ("Application") to the Township for approval of a tax exemption for the age-restricted

housing unit improvements to be constructed as part of the Project ("Improvements"), which Application was approved pursuant to resolution of the Governing Body of the Township; and

**WHEREAS**, the Governing Body has heretofore determined, *inter alia*, that the Project would not have been constructed without a tax exemption for the Improvements; and

WHEREAS, as part of its Application for tax exemption, the Developer submitted a form of Financial Agreement ("Financial Agreement") providing for payments in lieu of taxes, a copy of which is attached to this Ordinance as Exhibit "A", which includes exhibits and schedules attached to the Financial Agreement; and

WHEREAS, the Governing Body has heretofore determined that exemption from taxation of the Improvements pursuant to the Financial Agreement and receipt by the Township of annual service charges in lieu of taxes allows maximum redevelopment of the Property and is, therefore, in the best interest of the Township and is in accordance with the provisions of the Long Term Tax Exemption Law and the public purposes pursuant to which the redevelopment has been undertaken; and

WHEREAS, the Governing Body now deems it to be in the best interest of the Township to adopt an Ordinance authorizing the Township to enter into the Financial Agreement with the Entity on the terms and conditions stated in the Financial Agreement attached to this Ordinance and as further set forth herein, including inter alia the granting of a tax exemption:

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Mount Laurel, County of Burlington, and State of New Jersey, that the Township will enter into a Financial Agreement with the Developer on the terms and conditions stated in the Financial Agreement attached to this Ordinance and as further set forth herein:

The Governing Body makes such determinations and findings by virtue of and pursuant to and in conformity with the Long Term Tax Exemption Law.

The development of the Project is hereby approved for the grant of a tax exemption under the Long Term Tax Exemption Law by virtue of, pursuant to and in conformity with the provisions of the same.

The provision providing tax relief shall only apply to the section of the project which shall contain the 120 age-restricted apartment units.

The Financial Agreement, in substantially the form attached (with such changes as shall be approved by the Township Manager and the Township Solicitor upon prior notice to the Governing Body), and all exhibits and schedules thereto, are hereby authorized and approved.

The Improvements, when constructed and deemed substantially completed, shall be exempt from real property taxation and, in lieu of real property taxes, the Entity shall make payments to the Township of an annual service charge during the term and under the provisions set forth in the Financial Agreement.

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

BE IT FURTHER ORDAINED AND ENACTED, that this Ordinance shall take effect upon proper passage in accordance with the law;

BE IT FURTHER ORDAINED that the Mayor, the Township Manager the Township Chief Financial Officer are each hereby authorized to execute the Financial Agreement and any additional documents as are necessary to implement and carry out the intent of this Ordinance and the Financial Agreement. Such Financial Agreement and any additional documents may each be attested on behalf of the Township by the Township Clerk or Township Deputy Clerk.

### EXHIBIT "A" FINANCIAL AGREEMENT

Introduction Date: October 18, 2021

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Publication Date: October 21, 2021

Public Hearing Date: November 8, 2021

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Cohen						
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Moustakas						
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BY:	
Stephen Stealik	Mayor

ATTEST:

Meredith Tomczyk, Township Clerk

4825-7889 6575, v. 1



Distribution \_\_\_\_\_

Resolution No.21-R-205

REGULAR MEETING

NOVEMBER 8, 2021

## RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP OF MOUNT LAUREL TO DISCUSS PENDING OR ANTICIPATED LITIGATION, CONTRACT NEGOTIATIONS AND/OR PERSONNEL MATTERS

WHEREAS, the Township Council of the Township of Mount Laurel is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

WHEREAS, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A 10:4-12b, which items are recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the Township Council of the Township of Mount Laurel to discuss certain matters in a meeting not open to the public consistent with N.J.S.A 10:4-12b.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Laurel, Burlington County, pursuant to the Open Public Meetings Act of the State of New Jersey that:

- 1. The Township Council of the Township of Mount Laurel shall hold a closed meeting, from which the public shall be excluded, on November 8, 2021;
- 2. The general nature of the subjects to be discussed at said closed meeting shall be Recreation, Open Space, and Municipal Building.
- 3. The minutes of said closed meeting shall be made available of disclosure to the public, consistent with N.J.S.A. 10:4-13, when the items which are subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

This resolution was adopted at a meeting of the Township Council held November 8, 2021 and shall take effect immediately.

A CERTIFIED COPY

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Meredith	Tomozyk	Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						A TO
Janjua						
Moustakas						
Pritchett						
Steglik						