

Township of Mount Laurel
Agenda
Regular Council Meeting
Monday, March 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-59: AMENDING 21-R-32 SETTING MEETING LOCATIONS BECAUSE OF THE COVID-19 PANDEMIC

21-R-60: RESOLUTION AUTHORIZING THE REFUND OR CANCELLATION OF PROPERTY TAXES BLOCK 304.01 LOT 36

21-R-61: RESOLUTION AUTHORIZING THE REFUND OR CANCELLATION OF PROPERTY TAXES BLOCK 202.05 LOT 20

21-R-62: RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE MOUNT LAUREL TOWNSHIP MUNICIPAL UTILITIES AUTHORITY ("MLTMUA") FOR GRASS CUTTING SERVICES

21-R-63: AUTHORIZATION TO INSTALL A FENCE WITHIN A DRAINAGE EASEMENT AREA FOR BLOCK 907.01, LOT 23

21-R-64: AUTHORIZATION TO INSTALL A FENCE WITHIN A LANDSCAPE BUFFER EASEMENT AREA FOR BLOCK 401.08, LOT 10

21-R-65: RESOLUTION AUTHORIZING THE PLACING OF A LIEN AGAINST A CERTAIN PROPERTY PER CHAPTER 65 OF THE CODE OF THE TOWNSHIP OF MOUNT LAUREL

8. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

ORDINANCE #2021-5: AN ORDINANCE AMENDING CHAPTER 66-3 OF THE TOWNSHIP CODE TO AMEND UNIFORM CONSTRUCTION CODE PERMIT FEES

Moved by: Seconded by:

ORDINANCE #2021-6: AN ORDINANCE AMENDING CHAPTER 89 OF THE CODE OF THE TOWNSHIP OF MOUNT LAUREL ENTITLED "HOUSING STANDARDS"

Moved by: Seconded by:

9. PUBLIC PARTICIPATION

10. COMMENTS BY COUNCIL

11. ADJOURNMENT

**Township of Mount Laurel
Regular Council Meeting
February 22, 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 – present,
Councilman Nick Moustakas – present, 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: Councilwoman Cohen, 2nd Councilman Moustakas

APPROVAL OF BILL LIST IN THE AMOUNT OF \$1,583,731.08

Motion to Move: Deputy Mayor Pritchett, 2nd Councilwoman Cohen
Roll Call 5 yes votes

**RESOLUTION #53-2021: RESOLUTION AUTHORIZING THE REFUND OR
CANCELLATION OF PROPERTY TAXES BLOCK 1006.05, LOT 18**

Township Clerk read Resolution as entitled.

Motion to Move Resolution #53-2021: Councilman Moustakas, 2nd Councilwoman
Janjua

Roll Call 5 yes votes

**RESOLUTION #54-2021: RESOLUTION AUTHORIZING THE REFUND OR
CANCELLATION OF PROPERTY TAXES BLOCK 602, LOT 13.20**

Township Clerk read Resolution as entitled.

Motion to Move Resolution #54-2021: Deputy Mayor Pritchett, 2nd Councilman
Moustakas

Roll Call 5 yes votes

RESOLUTION #55-2021: RESOLUTION REMOVING A TUITION AGREEMENT DEED RESTRICTION

Township Clerk read Resolution as entitled.

Motion to Move Resolution #55-2021: Councilman Moustakas, 2nd Councilwoman Cohen

Roll Call 5 yes votes

RESOLUTION #56-2021: RESOLUTION REJECTING PROPOSALS FOR THE DARNELL FARM PROPERTY COMMONLY KNOWN AS PAWS FARM

Township Clerk read Resolution as entitled.

Motion to Move Resolution #56-2021: Councilwoman Cohen, 2nd Councilwoman Janjua

Roll Call 5 yes votes

ORDINANCES FOR FIRST READING

ORDINANCE #5-2021: AN ORDINANCE AMENDING CHAPTER 66-3 OF THE TOWNSHIP CODE TO AMEND UNIFORM CONSTRUCTION CODE PERMIT FEES

Clerk read Ordinance as entitled.

Motion to move Ordinance #5-2021: Councilwoman Cohen, 2nd Councilman Moustakas

Roll Call 5 yes votes

ORDINANCE #6-2021: AN ORDINANCE AMENDING CHAPTER 89 OF THE CODE OF THE TOWNSHIP OF MOUNT LAUREL ENTITLED "HOUSING STANDARDS"

Clerk read Ordinance as entitled.

Motion to move Ordinance #6-2021: Councilwoman Cohen, 2nd Councilman Moustakas

Roll Call 5 yes votes

ORDINANCE FOR SECOND READING AND PUBLIC HEARING

ORDINANCE #4-2021: AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF MOUNT LAUREL, CHAPTER 148 ("VEHICLES AND TRAFFIC")

Clerk read Ordinance as entitled.

Mayor opened public participation.

No public participation.

Mayor closed public participation.

Motion to move Ordinance #4-2021: Councilman Moustakas, 2nd Councilwoman Cohen

Roll Call 5 yes votes

PUBLIC PARTICIPATION

Cynthia Astrom – Not in favor of Ordinance 2021-6. Made spreadsheet.

Kaatharine Weeder – Hired as attorney for PAWS Farm, Inc. 3rd RFP. Proposal did meet the requirements. Volunteer help into agreement. Hazardous conditions. Maintenance needs to be done.

Lori Howard – Rebuilding Centerton Bridge. Traffic in Mount Laurel. Infrastructure. Union Mill pot holes.

Pat Halbe – PAWS Farm. Needs immediate repairs.

COMMENTS BY COUNCIL

Meredith Tomczyk – Ashlyn is working on news letter for Mount Laurel Township.

George Morris – Items in Executive Session.

Mayor Steglik – Thanked everyone for speaking and thanked Public Works.

Deputy Mayor Pritchett – Thanked residents and Public Works. Stay Safe.

Councilwoman Cohen – Thanked Public Works and residents for comments. Thanked Bryant Curry. Stay safe.

Councilwoman Janjua – Thanked residents and Public Works. Thanked Ethel Lawrence. Stay safe.

Councilwoman Cohen – Thanked everyone for comments. Thanked everyone for their efforts during snow storm. Stay safe.

Councilman Moustakas – Thanked everyone for their efforts during snow storm. Visited vaccine sites. Doing fantastic job. Be safe.

Deputy Mayor Pritchett – Thanked residents. Stay safe.

RESOLUTION #57-2021: RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP OF MOUNT LAUREL TO DISCUSS PENDING OR ANTICIPATED LITIGATION, CONTRACT NEGOTIATIONS AND/OR PERSONNEL MATTERS

Township Clerk read Resolution as entitled.

Motion to Move Resolution #57-2021: Councilman Moustakas, 2nd Councilwoman
Cohen
Roll Call 5 yes votes

Return to Open: Councilman Moustakas, 2nd Councilwoman Janjua

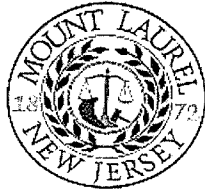
All in favor.

Motion to adjourn: Councilman Moustakas, 2nd Councilwoman Janjua

All in favor.

Respectfully submitted,

Meredith Tomczyk, RMC
Township Clerk



**TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER**

Distribution _____

Resolution No. 21-R-59

REGULAR MEETING

March 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; 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 meetings:

March 8, 2021 and March 22, 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 March 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						



**TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER**

Distribution _____

Resolution No. 21-R-60

REGULAR MEETING

MARCH 8, 2021

**RESOLUTION AUTHORIZING THE
REFUND or CANCELLATION OF PROPERTY TAXES**

Block 304.01 Lot 36

3 Wembley Court

100% Totally & Permanently Disabled Veteran

WHEREAS, N.J.S.A. 54:4-3.30 permits the exemption from property taxes for any citizen and resident of the State who is a 100% Totally and Permanently Disabled Veteran.

WHEREAS, the United States Department of Veteran Affairs has classified the veteran, Araceli Lackman, as 100% Totally and Permanently Disabled.

WHEREAS, this status grants the veteran the right to be exempt from paying property taxes as of the date of eligibility by application. (N.J.S.A. 54:4-3.30a)

WHEREAS, the 2021 taxes on the following property have been cancelled as of the date of exemption and any taxes paid by the owner have been refunded.

<u>Block</u>	<u>Lot</u>	<u>Owner</u>	<u>Date of Exemption</u>	<u>Amountⁱ</u>
304.01	36	Araceli Lackman	September 1, 2020	\$7617.80

WHEREAS, the Burlington County Board of Taxation requires a resolution for the cancellation of property taxes in order to credit to the Municipality in the Abstract of Ratables the amount of County Taxes and County Open Space Taxes refunded or cancelled for this property. This resolution will be submitted to the Burlington County Board of Taxation with the Application & Approval of Assessment Debit and Credit for the property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Mount Laurel, County of Burlington that the 2021 taxes due on the above noted property have been cancelled.

This resolution was adopted at a meeting of the Township Council held on March 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						

ⁱ Calculation: 2020 Taxes \$9161.39 / 365 days = \$25.10 per day x 121 days exempt = \$3037.10 + \$4580.70 (2021 Preliminary) = \$7617.80



**TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER**

Distribution _____

Resolution No. 21-R-61

REGULAR MEETING

MARCH 8, 2021

**RESOLUTION AUTHORIZING THE
REFUND or CANCELLATION OF PROPERTY TAXES**

Block 202.05 Lot 20

1 Dickens Lane

100% Totally & Permanently Disabled Veteran

WHEREAS, N.J.S.A. 54:4-3.30 permits the exemption from property taxes for any citizen and resident of the State who is a 100% Totally and Permanently Disabled Veteran or their surviving spouse.

WHEREAS, the United States Department of Veteran Affairs has classified the deceased veteran, Erick Bojorge, as 100% Totally and Permanently Disabled.

WHEREAS, this status grants the veteran's surviving spouse the right to be exempt from paying property taxes as of the date of eligibility by application. (N.J.S.A. 54:4-3.30a)

WHEREAS, the 2021 taxes on the following property have been cancelled as of the date of exemption and any taxes paid by the owner have been refunded.

<u>Block</u>	<u>Lot</u>	<u>Owner</u>	<u>Date of Exemption</u>	<u>Amount¹</u>
202.05	20	Charmain Bojorge	January 1, 2021	\$2293.20

WHEREAS, the Burlington County Board of Taxation requires a resolution for the cancellation of property taxes in order to credit to the Municipality in the Abstract of Ratables the amount of County Taxes and County Open Space Taxes refunded or cancelled for this property. This resolution will be submitted to the Burlington County Board of Taxation with the Application & Approval of Assessment Debit and Credit for the property.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Council of the Township of Mount Laurel, County of Burlington that the 2021 taxes due on the above noted property have been cancelled.

This resolution was adopted at a meeting of the Township Council held on March 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						

¹ Calculation: 2021 Taxes \$2324.58 / 182.5 days = \$12.74 per day x 180 days exempt = \$2293.20



**TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER**

Distribution _____

Resolution No. 21-R-62

REGULAR MEETING

March 8, 2021

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE
MOUNT LAUREL TOWNSHIP MUNICIPAL UTILITIES AUTHORITY ("MLTMUA")
FOR GRASS CUTTING SERVICES**

WHEREAS, N.J.S.A. 40A:65-1, et seq., known as the "Uniform Shared Services and Consolidation Act," authorizes two or more local units to enter into an agreement for interlocal services known as a Shared Services Agreement for the provision of services ("Agreement"); and

WHEREAS, the purpose of Shared Services Agreements is to reduce local expenses funded by property taxpayers; and

WHEREAS, the Township Council of the Township of Mount Laurel desires to enter into a Shared Services Agreement with the MLTMUA to provide for grass cutting services from the date of this resolution for the remainder of 2021 at the locations described in Exhibit A and will receive \$73,368 in compensation from the MLTMUA for said service; and

WHEREAS, the sharing of these services is in the public interest and will benefit the Township of Mount Laurel.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mount Laurel, County of Burlington and State of New Jersey, that the Manager is hereby authorized to enter in to the Shared Services Agreement on behalf of the Township.

This resolution was adopted at a meeting of the Township Council held on March 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						

2021 SHARED SERVICES AGREEMENT

by and between

MOUNT LAUREL TOWNSHIP

and

THE MOUNT LAUREL MUNICIPAL UTILITIES AUTHORITY

(LAWN MAINTENANCE SERVICE)

This Shared Services Agreement is entered into by and between the Township of Mount Laurel in the County of Burlington, with its principal office at 100 Mount Laurel Road, Mount Laurel, New Jersey 08054 (hereinafter the "Township"), and the Mount Laurel Township Municipal Utilities Authority, a public body corporate and politic, with its principal office at 1201 South Church Street, Mount Laurel, New Jersey 08054 (hereinafter the "Authority");

WHEREAS, the Township and Authority have determined that it is in their best interests, and in the best interests of their respective taxpayers and ratepayers within Mount Laurel Township, to enter into a contract for the sharing of lawn maintenance services; and

WHEREAS, the Township and Authority are empowered to provide the services described herein, within their respective jurisdictions; and

WHEREAS, the Township and Authority are authorized by N.J.S.A. 40A:65-1 *et seq.*, to enter into this Shared Services Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration in hand received, it is agreed as follows:

1. SPECIFIC SERVICES TO BE PERFORMED

1.01 The services to be shared under this Agreement ("Shared Services") are lawn maintenance, which Mount Laurel Township will perform at various facilities owned and operated by the Authority located throughout the Township. Lawn maintenance service shall include general grass cutting and landscaping, as well as mulching and weed control.

1.02 During the term of this Agreement, the Township shall perform the following at facilities owned by the Authority:

LAWN CARE & LANDSCAPING REQUIREMENTS – MAIN OFFICE - 1201 S. CHURCH ST.

Description	Frequency Per Season
Mow, trim and remove debris from sidewalk and curb	26
Edge sidewalks and curb lines	13
Spring cleanup – In April or as part of the 1 st mow for the season, trim & debris removal	1
Fall cleanup – one in mid-October and a second in late November after all leaves have fallen	2
Weed control – hard surfaces	26
Bed work	1
Supply and install 3" – 4" mulch material from Mount Laurel Township Compost facility	1
Maintenance of all shrub beds and ground cover (pull weeds, refresh mulch as needed, etc.)	13
Pruning of all plant materials – to occur in June, August and October (or as needed)	3
Bamboo Containment	As necessary

Special instructions:

This office opens at 8:00am Monday thru Friday. Please do not park the landscaping truck and trailer in the parking lot of this building. There is parking available across the street at 1200 S. Church Street or in the parking lot of the tennis courts next door to this location.

Trim bushes in front of windows in the front of the building. (keep trimmed and neat all season)

Trim Forsythia bushes on the side of the building by water tank and on the side of the building near the tennis courts. (keep trimmed and neat all season)

Vendor must ensure that all work is approved by a designated MUA employee prior to leaving premises.

LAWN CARE & LANDSCAPING REQUIREMENTS – Office Location - 81 & 85 ELBO LANE

Description	Frequency Per Season
Mow, trim and remove debris from sidewalk and curb	26
Edge curb lines, Sidewalk & Parking Lot	13
Spring cleanup *	1
Fall cleanup *	1
Weed control – hard surfaces	26
Bed work – Clean Debris from Stones (81 Elbo Lane) Blow-off Parking Lot of all debris	26
Bed Work – Clean Debris from Beds (85 Elbo Lane)	26
Supply and install 3" – 4" mulch material from Mount Laurel Township Compost facility. Rear of building 81 Elbo Lane & Front Beds at 85 Elbo Lane.	1

Special Instruction:

- * Spring Cleanup In April or as part of the 1st cut for the season.
- * Fall Cleanup in late November after all leaves have fallen.

Vendor must ensure that all work is approved by a designated MUA employee prior to leaving premises.

LAWN CARE & LANDSCAPING REQUIREMENTS: MUA PUMPING STATIONS

(20 CUTS PER SEASON)

All visible weeds must be removed/eradicated on each visit

(1) Spring Cleanup (In April or part of the 1st cut)

(1) Fall Cleanup to be done in late November after all leaves have fallen.

Name	Address
MILLSTREAM	WALTON AVE & WINDSOR LANE
LAKES	FORREST LAKE DRIVE
UNION MILL	855 UNION MILL ROAD
TIMBERCREST	24 ½ DEWBERRY COURT
DEVONSHIRE	LARCHMONT BLVD BETWEEN LANCELOT & STRATFORD LANE
BRENTWOOD	8 ½ VICTORIA COURT
TRICIA MEADOWS	43 PATRICIA LANE
TURNPIKE	TURNPIKE ACCESS RD OFF OF HARTFORD RD
MASON CREEK	18 ½ TEDDINGTON WAY
LAURELWOOD	124 1/2 CHATHAM ROAD
WIELAND TRACT	CHAPEL HILL ROAD
GAITHER	GAITHER DRIVE ACROSS FROM 116 GAITHER DRIVE
ATRIUM	BETWEEN 16,000 & 14,000 HORIZON WAY
LIBRARY	MIDLANTIC DRIVE & WALT WHITMAN AVE BEHIND THE 10000 BUILDING IN PARKING LOT
TEALS LANE	TEALS LANE
HOOTON	120 HOOTON ROAD
ETHEL LAWRENCE	5 ETHEL LAWRENCE BLVD
ORCHARD	NARBERTH DR BEHIND BALL FIELD
BIRCHFIELD	SOUTH LAKE DR ACROSS FROM WISTERIA CT

MUA PUMPING STATIONS	CONTINUED:
Name	Address
HUNTERS	225 1/2 COUNTRY LANE
EAST PARK	EAST PARK DRIVE AT THE DEAD END
RANCOCAS	RANCOCAS BLVD ACROSS FROM MAGNOLIA RD
AMBERFIELD	8000 COMMERCE PARKWAY
SPRINGVILLE SCHOOL	CORNER OF HARTFORD ROAD & ELBO LANE
HOLIDAY VILLAGE	100 MORNING GLORY ROAD
LAUREL PONDS	19 1/2 DAYLILY
STONEGATE	61 SAWMILL DRIVE
BRIDLEWOOD	GASKILL ROAD & SORRELL RUN
WILDFLOWER	CHURCH ROAD & ROCKCRESS WAY
LAURELTON	HAINESPORT MT LAUREL ROAD & ARK ROAD
EAST GATE II	NIXON DRIVE & A COURT
COLLEGE	HARTFORD ROAD
BRIGGS	BRIGGS ROAD & LEADENHALL ROAD
HOVTEC	3055 MASONVILLE FOSTERTOWN ROAD
LAUREL CREEK	780 CENTERTON ROAD
RANCOCAS POINT	OVERLOOK DRIVE
FOXCROFT	FOX CROFT DRIVE

Hartford Road Water Pollution Control Facility (Sewer Treatment Plant on Pike Road):

Services and frequencies to be the same as those listed above for MUA pumping stations, with the addition of mulch in all beds.

**Larchmont Pumping Station - Address Intersection of Hartford Road & Union Mill Roads:
Requires the following Special Services:**

Description:	Frequency Per Season
Weed Control – Hard Surfaces	26
Supply and install 3" – 4" mulch material from Mount Laurel Township Compost facility.	1
Mow, trim and remove debris from driveways	26
Spring Cleanup - In April	1
Fall Cleanup – In late November after all of the leaves have fallen	1

Ramblewood Solar Facility & Pumping Station- 200 ½ Ramblewood Parkway

Description:	Frequency Per Season
Weed Control Under the Solar Panels & Hard Surfaces	10
Mow, trim and remove debris	20

WELLS, ELEVATED WATER TANKS, & BOOSTER STATIONS

(20 CUTS PER SEASON)

All visible weeds must be removed/eradicated on each visit

(1) Spring Cleanup (In April or part of the 1st cut)

(1) Fall Cleanup to be done in late November (after all leaves have fallen)

Name	Address
COMMERCE PARKWAY ELEVATED TANK	NEXT TO 17,000 COMMERCE PARKWAY (WATER TANK)
WELL #3	67 ELBO LANE
WELL #7	ELBO LANE ACROSS FROM 41 ELBO LANE FACILITY
WILLINGBORO BOOSTER STATION	601 CENTERTON ROAD
ARK ROAD BOOSTER STATION	ARK ROAD
FOSTERTOWN WATER TANK	3055 Masonville Fostertown Rd (part of Hovtec Pump Station)

Elbo Lane Water Treatment Facility – 41 Elbo Lane

Description:	Frequency Per Season
Weed Control – Hard Surfaces	26
Supply and install 3" – 4" mulch material from Mount Laurel Township Compost facility	1
Mow, trim and remove debris,	26
Spring Cleanup - In April	1
Fall Cleanup – Mid-October & second in late November after all leaves have fallen	2
Maintenance of all shrub beds (pull weeds, refresh mulch as needed, etc.)	13
Edge Curb & Sidewalks	13

2. STANDARDS; ALLOCATION OF RESPONSIBILITY

2.01 For the purposes of this Agreement, the Township shall be considered the party performing the Shared Services, and the Authority shall be considered the party on whose behalf the Shared Services are being performed.

3. COST OF SERVICES

3.01 The total cost for the Shared Services that are the subject of this Agreement is \$73,368.00. The Township is required to utilize their own equipment and fuel while performing lawn maintenance services for the Authority.

4. DURATION OF AGREEMENT.

4.01. The effective date of this Agreement shall commence on the last date when this Agreement is executed by the parties below and shall be in effect for the seven month period from April 1, 2020 to October 31, 2020, except for the Spring and Fall cleanups as noted throughout. This Agreement shall be renewable on an annual basis, upon mutual agreement of the parties.

5. TERMINATION OF CONTRACT

5.01 Both parties shall have the ability to terminate the Agreement. Should the Authority deem the Township's performance unsatisfactory, the Authority shall issue written notice of termination of this Agreement to the Township at least five (5) days prior to the effective date of termination. Should the Township desire to terminate the Agreement, they shall issue written notice of termination to the Authority at least thirty (30) days prior to the effective date of termination.

6. INSURANCE

6.01 Unless otherwise specified, the Township shall maintain and pay for insurance, issued in the name of the Authority, to protect the Authority from any contingent liability under this Agreement and the Authority's right to enforce against the Township any provision of this article shall be contingent upon the full compliance by the Authority with the terms of such insurance policy or policies, a copy of which shall be deposited with the Authority. See attached Exhibit "A" for insurance requirements.

7. PROCEDURE FOR PAYMENT

7.01 The Township shall provide a single invoice and completed MUA Vendor's voucher upon completion of the work performed under this Agreement. This invoice shall not exceed \$73,368.00. The Township invoice must be received by the Authority prior to the second Wednesday of the month in order to be reviewed, authorized and paid at that month's board meeting. The payment will be mailed to the Township within three (3) business days following the monthly board meeting, unless other acceptable arrangements are made.

8. AGENCY

8.01 For the purposes of this Agreement, and in accordance with N.J.S.A. 40A:65-7.d, the Township shall be considered the general agent of the Authority. The Township has full powers of performance and maintenance of the Shared Services, and full powers to undertake any ancillary operation reasonably necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement. These powers include all powers of enforcement and administrative regulation which are, or may be, exercised by the Authority on whose behalf the Township acts pursuant to this Agreement, except as the powers are limited by the terms of this Agreement, and except that the Authority shall not be liable for any maintenance or repair of Township equipment and property or share of the cost of fuel or other costs associated with repair and maintenance of and Township equipment or property.

9. INDEMNIFICATION

9.01 The Authority shall not be liable for any negligent, reckless or intentional acts or omissions of the Township, and the Township shall indemnify and hold the Authority harmless from all losses, injuries or damage caused by the negligent, reckless or intentional acts or omissions of the Township or any of its respective employees while performing the services subject to this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person against the Authority incident to such neglect, reckless or intentional acts or omissions.

10. MODIFICATIONS

10.01 The terms of this Shared Services Agreement may only be modified by the subsequent written agreement of the parties.

11. RESOLUTION TO ENTER AGREEMENT

11.01 The parties acknowledge that the Authority is entering into this Agreement by the adoption of Resolution No. 2020-03-, and that the Township is entering into this Agreement by the adoption of Resolution No. 20-R-. This Agreement is contingent upon the adoption of all Resolutions by the respective parties.

IN WITNESS WHEREOF, the parties have below executed this Shared Services Agreement.

By: 

Pamela Carolan, P.E. Executive Director
MOUNT LAUREL MUNICIPAL UTILITIES AUTHORITY

By: _____
Meredith Tomczyk, Township Manager
MOUNT LAUREL TOWNSHIP

Exhibit A

Insurance Requirements

Township's Insurance.

The Township shall maintain insurance in conformance with the provisions contained in this Contract. This insurance will provide a defense and indemnify the Authority against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Township's operations under this agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Township, any of its contractors, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the Authority, unless caused by the sole negligence of the Authority.

Proof of this insurance shall be provided to the Authority before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the Authority of the Township's insurance obligations set forth herein. In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the Authority, the Township will defend and indemnify the Authority at the Township's expense. The Township must obtain the required insurance with a carrier rated A-VII or better by A. M. Best or the carrier be an approved Joint Insurance Fund.

The Township shall maintain at least the limits of liability as set forth below:

Commercial General Liability Insurance

\$ 1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)

\$ 2,000,000.00 General Aggregate

\$ 2,000,000.00 Products/Completed Operations Aggregate

\$ 1,000,000.00 Personal and Advertising Injury

Contractual liability that will respond to the Indemnification section shall be included in the policy. The General Aggregate Limit shall apply separately to the work at each Authority location. As an alternative, the Township may provide Commercial General Liability Insurance with no General Aggregate.

Comprehensive Automobile Liability Insurance

\$ 1,000,000.00 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the Township.

Workers' Compensation and Employers' Liability Insurance

\$ 500,000.00 Each Accident

\$ 500,000.00 Each Employee for Injury by Disease

\$ 500,000.00 Aggregate for Injury by Disease

Umbrella Liability

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Aggregate

Coverage will provide Contractual Liability on the same basis as the Commercial General Liability and apply the General Aggregate separately to the work at each Authority location.

Other Conditions

The Authority, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Township's Commercial General Liability Policy and Additional Insureds on the Township's Comprehensive Automobile Liability and Umbrella Liability which must be primary and noncontributory with respect to the Additional Insureds.

It is expressly understood by the parties to this Contract that it is the intent of the parties that any insurance obtained by the Authority is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by the Township, any of its contractor's, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law.

Prior to commencement of work, Township shall submit a Certificate of Insurance in favor of the Authority and as an Additional Insured Endorsement (in a form acceptable to the Authority) as required hereunder.

In any and all claims against the Additional Insureds by any employee of the Township, anyone directly or indirectly employed by the Township or anyone for whose acts the Township may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Township under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

If the Township subcontracts any parts of this project, those Subcontractors shall comply with these requirements.

The Township shall maintain in effect all insurance coverages required under this Contract at the Township's sole expense and with insurance companies acceptable to the Township. In the event the Township fails to obtain or maintain any insurance coverage required under this Contract, the Authority may, at its sole discretion, purchase such coverage as desired for the Authority's benefit and charge the expense to the Township, or, in the alternative, terminate this Contract. In the event the Township's coverage is cancelled or non-renewed, the insurance carrier(s) will provide 30 days advance notice of the cancellation or non-renewal.



**TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER**

Distribution _____

Resolution No. 21-R-63

REGULAR MEETING

MARCH 8, 2021

**AUTHORIZATION TO INSTALL A FENCE WITHIN A
DRAINAGE EASEMENT AREA FOR BLOCK 907.01, LOT 23
14 Moorfield Court**

WHEREAS, the Township of Mount Laurel is the grantee of an easement contiguous to Block 907.01, Lot 23, 14 Moorfield Court; and

WHEREAS, the property owner for Block 907.01, Lot 23, 14 Moorfield Court, has requested permission to install a fence within a drainage easement; and

WHEREAS, the Township Council may give permission to individuals to utilize its easement areas and said request must be reviewed by the Township Solicitor;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that the Township Council grants a license for the above referenced to utilize a drainage easement area subject to the recommendations of the Township Engineer and Township Planner; and

BE IT FURTHER RESOLVED, that after review and approval of said easement by the Township Solicitor that the Township Council hereby directs the Township Mayor and Clerk to execute any and all contract documents which are necessary to effectuate the terms of this resolution.

This resolution was adopted at a meeting of the Township Council held on March 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						



Richard A. Alaimo Associates

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

March 2, 2021

Ms. Carol Modugno, Deputy Clerk
Mount Laurel Township
100 North Mount Laurel Road
Mount Laurel, NJ 08054

RE: Mount Laurel Township
Stone Gate, Section 3
Block 907.01, Lot 23
14 Moorefield Court
Requa License Agreement
Our File No. M-0170-0326-000

Dear Carol:

We have received the submitted License Agreement application and corresponding survey for the referenced property. The parcel is located within Stone Gate, Section 3. The parcel contains a 2-story single-family residential dwelling with associated improvements. A shared 15' wide drainage easement with adjoining Lot 25 is offset 7.5' from the applicant's easterly side yard property line. The westerly corner of the property encroaches into a buffer easement at the applicant's rear and side yard property line.

The applicant is proposing to remove the existing wooden fence located along the easement line and re-install a portion of the fence to connect to the existing fence at the property line with adjoining Lot 22. Remaining fence material will be installed from the building corners to the side yard property lines in order to completely enclose the rear and side yards. Since the proposed fence location infringes upon the aforementioned easements, a License Agreement is necessary.

Based on a site inspection as well as our review of the development plans, tax map information and submitted survey, we offer the following comments:

1. Our review of the storm as-built plans show a 21" RCP storm pipe and an "E" inlet installed in the easement. The pipe and inlet should be located prior to fence installation. The fence is not permitted over the "E" inlet. The fence should be installed to allow stormwater to sheet flow under the fence unobstructed. The storm pipe has less than 3' feet of cover. No fence posts are permitted over the pipe.

- Consulting Engineers -

Civil • Structural • Mechanical • Electrical • Environmental • Planners

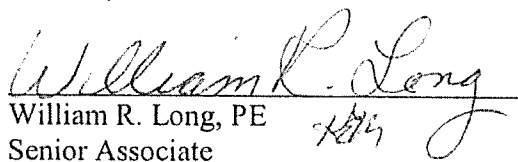
2. The existing trees within the buffer easement should be protected to prevent damage or removal during fence construction.
3. As the proposed fence location may not be concurrent with the applicant's property lines, the applicant is notified that the maintenance responsibilities exist within the property as surveyed and not solely within the rear yard area created by the fence line.

On this basis and subject to the above conditions, we recommend that a License Agreement be granted for this property. The applicant should however, coordinate with the Township Zoning Officer and governing Homeowner's Association (if applicable) regarding the obtainment of all necessary approvals and/or permits.

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES


William R. Long, PE
Senior Associate

WRL/DV

cc: Erin Chavis, Zoning Officer, Mount Laurel Township
Jim Requa (14 Moorefield Court, Mount Laurel, NJ 08054)

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**TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER**

Distribution _____

Resolution No. 21-R-64

REGULAR MEETING

MARCH 8, 2021

**AUTHORIZATION TO INSTALL A FENCE WITHIN A
LANDSCAPE BUFFER EASEMENT AREA FOR BLOCK 401.08, LOT 10
20 Foxcroft Way**

WHEREAS, the Township of Mount Laurel is the grantee of an easement contiguous to Block 401.08, Lot 10, 20 Foxcroft Way and

WHEREAS, the property owner for Block 401.08, Lot 10, 20 Foxcroft Way, has requested permission to install a fence within a landscape buffer easement; and

WHEREAS, the Township Council may give permission to individuals to utilize its easement areas and said request must be reviewed by the Township Solicitor;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that the Township Council grants a license for the above referenced to utilize a landscape buffer easement area subject to the recommendations of the Township Engineer and Township Planner; and

BE IT FURTHER RESOLVED, that after review and approval of said easement by the Township Solicitor that the Township Council hereby directs the Township Mayor and Clerk to execute any and all contract documents which are necessary to effectuate the terms of this resolution.

This resolution was adopted at a meeting of the Township Council held on March 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						



Richard A. Alaimo Associates

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-267-7452

March 2, 2021

Ms. Carol Modugno, Deputy Clerk
Mount Laurel Township
100 North Mount Laurel Road
Mount Laurel, NJ 08054

RE: Mount Laurel Township
Foxcroft Estates
Block 401.08, Lot 10
20 Foxcroft Way
Sachdeva License Agreement
Our File No. M-0170-0326-000

Dear Carol:

We have received the submitted License Agreement application and corresponding survey for the referenced property. The parcel is located within Foxcroft Estates. The parcel contains a 2-story single-family residential dwelling with associated improvements. A 25' wide landscape buffer traverses the applicant's rear yard property.

The applicant is proposing to install a vinyl fence to enclose the rear yard. The proposed fence location is shown at the side yard property lines and at the midpoint of the side yards adjacent to the dwelling. Since the proposed fence location infringes upon the aforementioned easement, a License Agreement is necessary.

Based on a site inspection as well as our review of the development plans, tax map information and submitted survey, we offer the following comments:

1. Our review of the storm sewer as-built plans show no piping within the easement.
2. The existing trees within the buffer easement should be protected to prevent damage or removal during fence construction.
3. As the proposed fence location may not be concurrent with the applicant's property lines, the applicant is notified that the maintenance responsibilities exist within the property as surveyed and not solely within the rear yard area created by the fence line.

- Consulting Engineers -

Civil • Structural • Mechanical • Electrical • Environmental • Planners

March 2, 2021

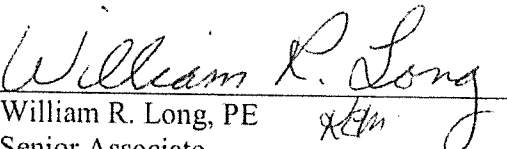
4. The application does not note the height of the proposed fence. It should be noted that the maximum fence height permitted without obtaining a variance is 6'.
5. The fence should be installed to allow stormwater to run under the fence unobstructed.

On this basis and subject to the above conditions, we recommend that a License Agreement be granted for this property. The applicant should however, coordinate with the Township Zoning Officer and governing Homeowner's Association (if applicable) regarding the obtainment of all necessary approvals and/or permits.

Should you have any questions or require additional information, please contact our office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES


William R. Long, PE
Senior Associate

WRL/DV

cc: Erin Chavis, Zoning Officer, Mount Laurel Township
Shalini Sachdeva (20 Foxcroft Way, Mt. Laurel, NJ 08054)

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Richard A. Alaimo Associates
- Consulting Engineers -



**TOWNSHIP COUNCIL
MOUNT LAUREL MUNICIPAL CENTER**

Distribution _____

Resolution No. 21-R-65

REGULAR MEETING

March 8, 2021

**RESOLUTION AUTHORIZING THE PLACING OF A LIEN AGAINST A CERTAIN
PROPERTY PER CHAPTER 65 OF THE CODE OF THE TOWNSHIP OF MOUNT
LAUREL**

BE IT RESOLVED, that the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that, as authorized by Chapter 65 of the Code of the Township of Mount Laurel, hereby authorizes that a lien be placed against the following property for maintenance performed by the Township on the property:

5153 Church Road
Block 808.02, Lot 12
\$860.11

This resolution was adopted at a meeting of the Township Council held on March 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						

WORK ORDER

Mount Laurel Public Works
100 Mount Laurel Rd
Mount Laurel NJ 08054
Phone : 856-234-0001 Fax 856-234-9424

W.O. NO.	5153-21
DATE	February 25, 2021
block #	808.02
Lot #	12

TO 5153 Church Rd
Mount Laurel NJ 08054

JOB Clean up trash

[illegible]

TOWNSHIP OF MOUNT LAUREL

ORDINANCE 2021-5

**AN ORDINANCE AMENDING CHAPTER 66-3 OF THE TOWNSHIP CODE TO AMEND
UNIFORM CONSTRUCTION CODE PERMIT FEES**

WHEREAS, the Construction Code Official performed an annual review of permit fees under the Uniform Construction Code; and

WHEREAS, the Official determined that certain fees should be amended; and

WHEREAS, the Code Official presented the fee schedule to the Township Council; and

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Township Council of the Township of Mount Laurel, County of Burlington and State of New Jersey, that, Chapter 66-3 of the General Code of the Township of Mount Laurel be and is hereby amended and supplemented as follows to adjust construction code fees in accordance with the recommendation and approval of the Construction Code Official and of the New Jersey Department of Community Affairs respectively:

Section One. Amendments to Section 66-3 of the Township Code entitled "Fees."

The Township amends and supplements the section 66-3 of the Township Code as follows:

§ 66-3 Fees.

A. The basic construction fee shall be the sum of the parts computed on the basis of the volume or the cost of construction, the number of plumbing fixtures and pieces of equipment, the number of electric fixtures and devices and the number of sprinklers, standpipes and detectors (smoke and heat) at the unit rates and/or the applicable flat fees provided herein plus any special fees. The minimum fee for a basic construction permit covering any or all of building, plumbing, electric or fire protection work shall be \$75.00 per subcode except as herein noted.

(1) The Building Subcode Fees are as follows:

- a. The fees for new construction and additions shall be based upon the volume of the structure. Volume shall be computed in accordance with N.J.A.C. 5:23-2.28. The fee shall be in the amount of \$0.050 per cubic foot of volume for buildings and structures of all use groups, except that the fee shall be \$0.030 per cubic foot of volume for Use Groups F-1, F-2, S-1 and S-2, and the fee shall be \$0.020 per cubic foot of volume for structures on farms, including commercial farm buildings under N.J.A.C. 5:23-3.2(d).
- b. The fees for renovations, alterations and repairs shall be based upon the estimated cost of the work. The fee shall be in the amount of \$30 per \$1,000 up to \$50,000. From \$50,001 to and including \$100,000, the additional fee shall be in the amount of \$24 per \$1,000 of estimated cost. Above \$100,000, the additional fee shall be in the amount of \$21 per \$1,000 of estimated cost above \$100,000. For the purpose of determining estimated cost, the applicant shall submit to the Subcode and Construction Official such cost data as may be available produced by the architect or engineer of record, or by a recognized estimating firm or by the contractor. A bona fide contractor's bid, if available, shall be submitted. The Subcode and Construction Official shall make the final decision regarding estimated cost.
- c. The fees for additions shall be computed on the same basis for new construction for the added portion.
- d. The fees for combination renovations and additions shall be computed separately in accordance with Subsection A(1)(a) and (b) above.
- e. The fee for tents requiring a construction permit shall be \$175.00.
- f. The fee for temporary structures requiring a construction permit shall be \$150.00.
- g. The fees for tower or dish antennas shall be a flat fee of \$200.00.
- h. The fees for fences over six feet in height with exception of pool barriers shall be a flat fee of \$40.00.
- i. The fee for replacing pool barriers surrounding swimming pools shall be \$65.00.

- j. The fee for a swimming pool shall be \$100.00 for aboveground and \$200.00 for in ground.
 - k. The fee for a permit to construct a sign shall be in the amount of \$2.00 per square foot of surface area of the sign, computed on one side only for a double-faced sign.
 - l. The fee for a permit for lead hazard abatement work shall be \$161.00. The fee for lead abatement clearance certificate shall be \$32.00.
 - m. The fee for the issuance of a building permit that a fee has not been determined shall be a minimum fee.
 - n. The fee for an asbestos removal permit shall be \$81.00.
 - o. The fees for retaining walls that require a construction permit shall be as follows:
 - [1] The fee for a retaining wall with a surface area greater than 550 square feet that is associated with a Class 3 residential structure shall be \$173.00;
 - [2] The fee for a retaining wall with a surface area of 550 square feet or less that is associated with a Class 3 residential structure shall be \$86.00;
 - [3] The fee for a retaining wall of any size that is associated with other than a Class 3 residential structure shall be in accordance with Subsection A(1)(b) above.
 - p. Installation of Photovoltaic System, R-2, R-3, R-4, and R-5 shall be \$125, all other use groups shall be calculated as section A(1)(b) above.
- (2) The Plumbing Subcode Fees are as follows:
- a. The fee shall be \$25.00 per plumbing fixture and/or water closet, urinal, bidet, bathtub, shower, lavatory, sink, laundry tub, floor drains, drinking fountains, residential dishwashers, clothes washers, recirculation systems, roof drains, hose bibs, residential oil piping, manholes, reheat coils, condensate drains, or similar devices, except as listed below.
 - b. The fee shall be \$125.00 per special device for the following: grease traps, oil separators, water utility connections per every 150 lineal feet, sewer utility connections per every 150 lineal feet, commercial dishwashers, backflow preventers in other than one- and two-family dwellings, sewer pumps, interceptors, active solar systems, and testing of waste and vents for modular homes.
 - c. The fee for the installation of lawn sprinkler backflow preventers and rain sensor shall be \$65.00.
 - d. The fee for the installation of a boiler (hot water or steam) or furnace up to 250,000 BTUs shall be \$50.00.
 - e. The fee for the installation of a boiler (hot water or steam) or furnace 250,001 BTUs and above shall be \$288.00.
 - f. The fee for the installation of gas piping shall be \$65.00 plus cost per fixture/appliance as A(2)(a) above.
 - g. The fee for the installation of a water heater shall be \$50.00.
 - h. The fee for commercial oil piping shall be \$38.00. Adding to an existing system shall be \$25.00.
 - i. The fee for the testing of cross-connections and backflow preventers that are subject to testing shall be \$75.00 per device for each test.
 - j. The fee for the installation of air conditioning for Use Groups R-2, R-3, R-4 and R-5 shall be \$50.00.
 - k. The fee for the installation of industrial and commercial air conditioning, RTU and refrigeration shall be \$150.00.
 - l. The fee for the installation of hydronic piping shall be \$43.00 per every 100 lineal feet.
 - m. The fee for the installation of medical gas shall be \$81.00 per system plus \$20.00 for each station, outlet, inlet, or alarm box.
 - n. The fee for the installation of a geothermal system shall be \$81.00.
 - o. The fee for the demolition of a sewer or water service, or a septic system shall be \$65.00.

- p. The fee for the installation of pool drains associated with swimming pools shall be \$75.00.
- q. The fee for the installation of an air handler/heat pump for use group R-2, R-3, R-4 and R-5 shall be \$50.00.

(3) The Electrical Subcode Fees are as follows:

- a. For the first block of one to 25 receptacles, fixtures or devices, the fee shall be \$60.00. For each additional block consisting of up to 25 receptacles, fixtures or devices, the fee shall be \$27.00. For the purpose of computing this fee, receptacles, fixtures or devices shall include wall switches, convenience receptacles, light fixtures, exit signs, emergency lights, smoke detectors, CO detectors, heat detectors, communications points, CATV, intercoms, alarm devices, glass-breaks, motion sensors, keypads, light standards eight feet or less in height, including luminaires, thermostats, energy management points, sensors, dimmers, or similar electric fixtures and devices rated 20 amperes or less, including motors or equipment rated less than one horsepower (hp) or one kilowatt (kW).
- b. For each service equipment, panel board, subpanel, load center, service entrance, motor starter, motor control center, automatic transfer switch, disconnecting means, and future electric, such as circuits installed for future use or intermittent needs (All bonding and grounding for the above items are included.), the fee shall be:
 - [1] For 100 amps or less, the fee shall be \$70.00.
 - [2] For 101 to 200 amps, the fee shall be \$100.00.
 - [3] For 201 to 400 amps, the fee shall be \$160.00.
 - [4] For 401 to 800 amps, the fee shall be \$335.00.
 - [5] For 801 to 1,200 amps, the fee shall be \$660.00.
 - [6] For each additional 400 amps: \$135.00.
- c. For each motor or electrical device rated in horsepower (hp), the fee shall be:
 - [1] For 10 hp and less, the fee shall be \$30.00.
 - [2] For 10 hp to 50 hp, the fee shall be \$95.00.
 - [3] For 51 hp to 100 hp, the fee shall be \$155.00.
 - [4] For greater than 100 hp: \$655.00.
- d. For each generator, transformer, and all other items measured in kW not specified in this fee schedule, the fee shall be:
 - [1] For 10 kW and less, the fee shall be \$35.00.
 - [2] For greater than 10 kW to 45 kW, the fee shall be \$100.00.
 - [3] For greater than 45 kW to 112.5 kW, the fee shall be \$160.00.
 - [4] For greater than 112.5 kW, the fee shall be \$660.00.
- e. For each piece or unit of equipment used for air conditioning refrigeration in R-2, R-3, R-4 and R-5 shall be \$25.00 per unit, all other use groups shall be by kW A(3)(d) above.
- f. For each swimming pool, spa, hydro-massage tub, hot tub or sauna, (fee includes one GFCI, one timer, up to two underwater lights (UW), bonding and trenches up to 150 lineal feet), the fee shall be:
 - [1] Aboveground swimming pools for R-5: \$100.00.
 - [2] In-ground swimming pools for R-5: \$250.00.
 - [3] Swimming pools for all other use groups: \$250.00
 - [4] Spa, hydro-massage tub, hot tubs, sauna: \$50.00.
 - [5] For each additional UW light: \$6.00.
 - [6] Trenches over 150 feet, each additional 150 lineal feet: \$50.00.
 - [7] Annual commercial pool inspection.
 - [a] First pool, spa, hot tub, fee shall be \$150.00.
 - [b] Each additional pool, spa, hot tub: \$100.00.
- g. In other than one- and two-family dwellings, for each burglar alarm panel, fire alarm panel, intercom panel, audio-video head-end panel, energy management control panel, communications closet, and automated card access panels, the fee shall be \$53.00 per panel. The fee for devices connected to the system shall be in accordance with Subsection A(3)(a) above. For one- and two-family dwellings, the fee shall be \$65.00, which includes the first block of 25 devices connected to the system. For each additional block of 25 devices connected to the system, the fee shall be \$25.00.
- h. For each trench of 150 lineal feet for primary power, secondary power, and communications, the fee shall be \$75.00. Every additional 150 lineal feet or portion of the trench shall be an additional \$40.00.

- i. For each solar photovoltaic system and other alternative energy systems including a service up to 100 amps, the fee shall be:
 - [1] For the first 10 kW: \$150.00.
 - [2] For each additional 10 kW add \$45.00.
 - [3] Additional amp service shall be fee per Subsection A(3)(b) above.
- j. For light standards above eight feet zero inches in height (includes first 150 lineal feet of trench), the fee shall be \$20.00 per fixture. Trenches over 150 lineal feet shall be \$43.00 for each additional 150 lineal feet.
- k. For each hardwired sign, the fee shall be \$100.00.
- l. For each electric range, electric dryer, dishwasher, electric cook top, double oven, garbage disposal, and electric water heater, the fee shall be:
 - [1] Individual dwelling units: \$25.00.
 - [2] All other groups: \$65.00.
- m. For the installation or replacement of each furnace or boiler, the fee shall be:
 - [1] Individual dwelling units: \$25.00.
 - [2] All other groups: \$115.00.
- n. For all lightning protection, lightning arrester systems, other than service electrode, the fee shall be \$13.00 for each point, lightning rod or arrester.
- o. For each satellites dish, the fee shall be \$43.00.

(4) The Fire Subcode Fees are as follows:

- a. The installation, relocation or alteration of sprinkler heads and single or multiple station smoke or heat detectors not connected to a fire alarm panel:
 - [1] The fee for 20 or fewer sprinkler heads or detectors shall be \$92.00.
 - [2] The fee for 21 to and including 100 sprinkler heads or detectors shall be \$161.00.
 - [3] The fee for 101 to and including 200 sprinkler heads or detectors shall be \$299.00.
 - [4] The fee for 201 to and including 400 sprinkler heads or detectors shall be \$758.00.
 - [5] The fee for 401 to and including 1,000 sprinkler heads or detectors shall be \$1,046.00.
 - [6] Each additional block of 20 heads or detectors excess of 1,000 shall be \$75.00.
- b. The fee for the installation of a fire alarm panel shall be \$68.00. The fee for each smoke and heat detector, pull station, horn, strobe, enunciator, tamper switch, flow switch, and any other device connected to the fire alarm panel shall be in accordance with Subsection A(4)(a) above.
- c. The fee for a replacement of a fire alarm panel shall be \$150.00 with the first 4 zones, \$25.00 for each additional Zone or group of addressed devices
- d. The fee for each standpipe shall be \$289.00.
- e. The fee for each independent pre-engineered system shall be \$166.00.
- f. The fee for each gas- or oil-fired appliance not connected to the plumbing system shall be \$58.00.
- g. The fee for each commercial kitchen exhaust system shall be \$125.00.
- h. The fee for installation of private fire-suppression mains, hydrants and control valves.
 - [1] Private fire service mains, per linear foot: \$2.00.
 - [2] Fire hydrant, for each unit installed: \$65.00.
 - [3] Control valves, for each unit installed: \$65.00.
- i. The fee for each gas and solid fuel fireplace shall be \$58.00.
- j. The fee for each flue attached to an oil- or gas-fired or solid fuel appliance shall be \$58.00.
- k. The fee for the installation of residential fuel tanks shall be \$65.00.
- l. The fee for the installation of commercial fuel tank up to 1,000 gallons shall be \$150.00.
- m. The fee for the installation of commercial fuel tank 1,001 gallons and above shall be \$255.00.

- n. Installation of fuel dispensing unit shall be \$125.00 per unit.
 - o. The fee for the removal or abandonment of a fuel storage tank shall be ~~\$65~~ \$100.00.
 - p. The fee for the installation of a fire pump shall be \$225.00.
 - q. The fee for incinerators shall be \$460.00.
 - r. The fee for crematoriums shall be \$460.00.
 - s. Installation of Photovoltaic System, R-2, R-3, R-4, and R-5 shall be \$100 all other use groups shall be \$200.00.
- (5) The fee for elevator plan review, tests and inspections shall be in accordance with N.J.A.C. 5:23-4.20(c) and N.J.A.C. 5:23-12.6.
- (6) The mechanical subcode fee shall be as follows:
- a. The fee for mechanical inspection in accordance with the mechanical subcode shall be \$60.00 for the first appliance and \$25.00 for each additional appliance.
- (7) Certificate and other fees shall be as follows:
- a. The fees for a demolition or removal permit shall be \$75.00 for a structure of less than 5,000 square feet in area and less than 30 feet in height, for one- or two-family residences and structures on farms, including commercial farm buildings under N.J.A.C. 5:23-3.2(d), and \$200.00 for all other use group.
 - b. The fee for a certificate of occupancy shall be in the amount of \$250.00, except for one- and two-family structures of less than 5,000 square feet in area and less than 30 feet in height and structures on farms, including commercial farm buildings subject to N.J.A.C. 5:23-3.2(d), for which the fee shall be \$125.00.
 - c. The fee for a certificate of occupancy for a change of use with no work being performed shall be \$150.00.
 - d. The fee for a continued certificate of occupancy shall be \$150.00
 - e. The fee for an application for a variation in accordance with N.J.A.C. 5:23-2.10 shall be as follows:
 - [1] Class 1 structures: \$300.00.
 - [2] Class 2 structures: \$200.00.
 - [3] Class 3 structures: \$150.00.
 - [4] Resubmission for Class 1 structure: \$150.00.
 - [5] Resubmission for Class 2 structure: \$75.00.
 - [6] Resubmission for Class 3 structure: \$75.00.
 - [7] One- and two-family structures less than 5,000 square feet in area and less than 30 feet in height shall be \$50.00.
 - f. In addition to the fees specified above, a surcharge fee shall be computed in accordance with N.J.A.C. 5:23-2.28. The surcharges shall be collected for training, certification and support programs as required by the Uniform Construction Code Act.
 - g. The fee for plan review shall be 5% of the total cost for a construction permit.
 - h. The fee for an annual permit shall be in accordance with N.J.A.C. 5:23-4.20(c).
- (8) Reserved.
- (9) Waiver of fees for certain governmental bodies:
- a. In the case of construction by the Township of Mount Laurel, the Mount Laurel Board of Education, the Mount Laurel Municipal Utilities Authority, the Mount Laurel Fire Department and Emergency Squads, all construction, inspection or any other fees, of whatever nature, set forth in this chapter may be waived by the Director of the Department of Community Development. The waiver of such fees is limited to the fees that represent income to the Township of Mount Laurel; such a waiver shall not include payments the third-party inspection agencies or other fees that are mandated by the State of New Jersey.

- b. Such waiver as set forth in Subsection D(1) of this section shall be effectuated by request, in writing, of the Director of Community Development. Said Director of Community Development shall give the waiver once he is satisfied that the waiver is consistent with the terms of this section.
- c. In the case of construction for all handicap ramps constructed for one- and two-family dwellings, the Department of Community Development shall waive all fees of whatever nature set forth in this chapter. The waiver of such fees is limited to the fees which represent income to the Township of Mount Laurel; such waiver shall not include payments to the State of New Jersey.

(10)

Waiver of fees under emergency conditions:

- a. The fee for the inspection of any dwelling unit in Mount Laurel Township may be waived by the Township governing body during a declared emergency by the Township Emergency Management Coordinator or after the rescinding of a declaration of emergency to repair damages caused by the event that triggered the declaration.
- b. This waiver of construction permit fees is limited to repairs specifically resulting from the declared emergency.

- B. Nonrelated Uniform Construction Code fees. The fee for a zoning permit in accordance with Township ordinance shall be \$55.00.
- C. The fee shall be \$4 per page for any reproduction of a large document requested

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: February 22, 2021

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen	✓	✓				
Janjua		✓				
Moustakas	✓	✓				
Pritchett		✓				
Steglik		✓				

Publication Date: February 25, 2021

Public Hearing Date: March 8, 2021

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						

TOWNSHIP OF MOUNT LAUREL

BY: _____
Stephen Steglik, Mayor

ATTEST:

Meredith Tomczyk, Township Clerk
4815-7913-0588 v. 1

**MOUNT LAUREL TOWNSHIP
ORDINANCE #6-2021**

AN ORDINANCE AMENDING CHAPTER 89 OF THE CODE OF THE TOWNSHIP OF MOUNT LAUREL ENTITLED "HOUSING STANDARDS"

WHEREAS, the Construction Official has recommended that the Township Council amend the Township Code by changing the adopted housing standard from the State Housing Code to the 2018 International Property Maintenance Code; and

WHEREAS, the Construction Official further recommends the adoption of a process whereby the Township requires the inspection of property upon its resale; and

WHEREAS, these proposed changes are designed to make existing Township inspection standards uniform and to more thoroughly address code violations at the point of sale; and

WHEREAS, the Township Council has accepted the Construction Official's recommendations.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Township Council of the Township of Mount Laurel, County of Burlington and State of New Jersey that Chapter 89 of the Township Code of the Township of Mount Laurel be hereby amended to read as follows:

CHAPTER 89 HOUSING STANDARDS

Article I. Standards Established; Enforcement; Violations as fines

§89-1 Enforcement Officer

The Construction Official of the Township of Mount Laurel, his or her designees, and the Burlington County Board of Health are designated as the officers to exercise the powers prescribed by the within chapter, and they shall serve in such capacity without any additional salary.

§89-2 Adoption of Standards; filing of copies

Pursuant to N.J.S.A. 40:49-5.1, the 2018 International Property Maintenance Code ("IPMC") is hereby accepted, adopted and established as the standard to be used as a guide in determining whether dwellings in this municipality are safe, sanitary and fit for human habitation, sale, resale, and/or rental. Three copies of the IPMC shall be placed on file in the office of the Municipal Clerk and are available to all persons desiring to use and examine the same.

§89-3 Inspections Authorized

- A. The Construction Official, his or her designee, and officials from the County Board of Health are hereby authorized and directed to make inspections to determine the condition of dwellings, dwelling units, rooming units and premises located within the Township of Mount Laurel in order that they may perform their duty of safeguarding the health and safety of the occupants of dwellings and of the general public and enforcing the Township Code.
- B. For the purpose of making such inspections, upon reasonable notice, the inspecting official is hereby authorized to enter, examine and survey at all reasonable times all dwellings, dwelling units, rooming units and premises. The owner or occupant of every dwelling, dwelling unit and rooming unit, or the person in charge thereof, shall give the inspecting official free access to such dwelling, dwelling unit or rooming unit and its premises at all reasonable times for the purpose of such inspection, examination and survey. Every occupant of a dwelling or dwelling unit shall give the owner thereof or his agent or employee access to any part of such dwelling or dwelling unit or its premises at all

reasonable times for the purpose of making such repairs or alterations as are necessary to effect compliance with the provisions of this Chapter or with any lawful rule or regulation adopted or any lawful order issued pursuant to the provisions of this Chapter.

§89-4 Rules and Regulations

The Construction Official is hereby authorized and empowered to make and amend such written rules and regulations, and amendments to the IPMC as he may deem necessary for the proper enforcement of the provisions of this chapter; provided, however, that such rules and regulations shall not be in conflict with the provisions of this chapter nor in anywise alter, amend or supersede any of the provisions thereof. The Construction Official shall file a certified copy of all rules, regulations, and amendments which he may adopt in his office and in the office of the Clerk of the Township of Mount Laurel. Any Amendments to the IPMC shall be filed with the copies required to be on file pursuant to §89-2.

§89-5 Compliance with standards required

No person shall occupy as owner-occupant or sell or rent to another for occupancy any dwelling or dwelling unit for the purpose of living therein which does not conform to the provisions of the IPMC established hereby as the standard to be used in determining whether a dwelling is safe, sanitary and fit for human habitation.

§89-6 Violations and penalties

- A. Notwithstanding any fines or penalties outlined within the IPMC, any person violating any provision of this Code shall, upon conviction thereof, be subject to one or more of the following, in the discretion of the court before which such conviction shall be had: a fine not exceeding \$2,000, imprisonment in the county jail for a term not exceeding ninety (90) days, or a period of community service not exceeding ninety (90) days. Except as otherwise provided, each and every day in which a violation of each and any provision of this Code exists shall constitute a separate violation. The Township waives the additional fine for a violation of an ordinance within one year of a previous violation of the same ordinance provided in N.J.S.A. 40:49-5.
- B. Where a fine in excess of \$1,250 is sought to be imposed for a housing violation or for a zoning violation, the applicable owner and/or operator shall be provided a thirty (30) day period in which the owner and/or operator has an opportunity to cure or abate the condition prior to the scheduling of a hearing in Municipal Court. In the event that the objectionable activity or condition is not resolved to the satisfaction of the Township following said thirty (30) day period, then the owner/operator shall have an opportunity for a hearing before the municipal court. After the thirty (30) day period, the higher fine may be imposed if the municipal court has not determined that the abatement has been substantially completed.

Article II. Buildings Unfit for Human Habitation

§89-7 Designation of Public Officer

The Construction official, or his or her designee is hereby designated as the public officer to exercise the powers prescribed by this chapter.

§89-8 Determination that dwelling is unfit for human habitation; conditions

For the purpose of this chapter, the public officer may determine that a building is unfit for human habitation or occupancy or use if the officer finds that conditions exist in such building which are or may become dangerous or injurious to the health or safety of the occupants of such building, the occupants of neighboring buildings or other residents of the Township of Mount Laurel. Such conditions may include the following, without limiting the generality of the foregoing:

- a. Defects therein increasing the hazards of fire, accident or other calamities
- b. Lack of adequate ventilation, light or sanitary facilities
- c. Dilapidation, disrepair, structural defects or uncleanness
- d. Conditions otherwise inimical to the welfare of the residents of the Township

§89-9 Notice of Complaint; hearing procedure

Whenever a petition is filed with the public officer or the Township Clerk by a public authority, as defined in N.J.S.A. 40:48-2.4, the County Board of Health, or by at least five residents of the municipality charging that any building is unfit for human habitation or occupancy or use as herein defined, or whenever it appears to the public officer, on his own motion, that any building is unfit for human habitation or occupancy or use, as herein defined, he shall, if his preliminary investigation discloses a basis for such charges, issue and cause to be served upon the owner of and parties in interest in such building a complaint stating the charges in that respect and containing a notice that:

- a. A hearing will be held before the public officer or his designated agent at a place therein fixed not less than seven days nor more than 30 days after the serving of said complaint.
- b. The owner and parties in interest shall be given the right to file an answer to the complaint and to appear in person, or otherwise, and give testimony at the place and time fixed in the complaints
- c. The rules of evidence prevailing in courts of law or equity shall not be controlling in the hearings

§89-10 Findings of Hearing; issuance of order

If, after such notice and hearing, the public officer determines that the building under consideration is unfit for human habitation or occupancy or use, as herein defined, he shall state in writing his findings of fact in support of such determination and shall issue and cause to be served upon the owner thereof and parties in interest an order requiring that:

- a. The repair, alteration or improvement of the said building be made by the owner within a reasonable time, which time shall be set forth in the order, or, at the option of the owner, to vacate or have the building vacated and closed within the time set forth in the order.
- b. If the building is in such a condition as to make it dangerous to the health and safety of persons on or near the premises, and the owner fails to repair, alter or improve the said building within the time specified in the order, then the owner shall be required to remove or demolish the said building within a reasonable time as specified in the said order of removal.
- c. If the owner fails to comply with an order to repair, alter or improve or, at the option of the owner, to vacate and close the building, the public officer may cause to be posted on the main entrance of any building so closed a placard with the following words: "This building is unfit for human habitation or occupancy or use; the use or occupation of this building is prohibited and unlawful."
- d. If the owner fails to comply with an order to remove or demolish the building, the public officer may cause such building to be removed or demolished or may contract for the removal or demolition thereof after advertisement for and receipt of bids therefor.
- e. The amount of
 - i. The cost of filing of legal papers, expert witnesses' fees, search fees and advertising charges, incurred in the course of any proceeding taken under this chapter determined in favor of the municipality; and
 - ii. Such cost of such repairs, alterations or improvements, or vacating and closing, or removal or demolition, if any, or the amount of the balance thereof remaining after deduction of the sum, if any, realized from the sale of materials derived from such building or from any contract for removal or demolition thereof, shall be a municipal lien against the real property upon which such cost was incurred. If the building is removed or demolished by the public officer, he shall sell the materials of such building. There shall be credited against the cost of the removal or demolition thereof, including the cost of clearing and, if necessary, leveling of the site, the proceeds of any sale of such materials or any sum derived from any contract for the removal or demolition of the building. If there are no such credits or if the sum total of such costs exceeds the total of such credits, a detailed statement of the aforesaid costs and the amount so due shall be filed with the Municipal Tax Assessor or other custodian of the records of tax liens, and a copy thereof shall be forthwith forwarded to the owner by registered mail. If the total of the credits exceed such costs, the balance remaining shall be deposited in the Superior Court by the public officer, shall be secured in such manner as may be directed by such Court and shall be disbursed according to the order or judgment of such Court. Any owner or party in interest may, within 30 days from the date of the filing of the lien certificate, proceed in a summary manner in the Superior Court to contest the reasonableness of the amount or the accuracy of the costs set forth in the municipal lien certificate.

- f. If any actual and immediate danger to life is imposed by the threatened collapse of any fire-damaged or structurally unsafe building, the public officer may, after taking such measures as may be necessary to make such building temporarily safe, seek a judgment in summary proceedings for the demolition thereof.
- g. Nothing in this section shall be construed to impair or limit in any way the power of the Township to define and declare nuisances to cause their removal or abatement, by summary proceedings or otherwise, nor is anything in this chapter intended to limit the authority of the Construction Code Official under the State Uniform Construction Code Act (N.J.S.A. 52:27D-119 et seq.) or any rules or regulations adopted thereunder.

§89-11 Service of complaints and orders

Complaints or orders issued by the public officer pursuant to this chapter shall be served upon persons either personally or by registered mail, but if the whereabouts of such persons is unknown and the same cannot be ascertained by said public officer in the exercise of reasonable diligence, and the public officer shall make an affidavit to that effect, then the serving of such complaint or order upon such persons may be made by publishing the same once in a newspaper printed and published in the County of Burlington and circulated in the Township. A copy of such complaint or order shall be posted in a conspicuous place on premises affected by the complaint or order, and a copy of such complaint or order shall be duly recorded or lodged for record with the county recording officer of Burlington County.

§89-12 Remedies

Any person aggrieved by an order issued by a public officer under this chapter may, within 30 days after the posting and service of such order, bring an action for injunctive relief to restrain the public officer from carrying out the provisions of the order and for any other appropriate relief. The court may proceed in the action in a summary manner or otherwise. The remedy herein provided shall be exclusive, and no person affected by an order of the public officer shall be entitled to recover any damages for action taken pursuant thereto or because of noncompliance by any person with any order of the public officer.

§89-13 Powers of Public officer

The public officer is hereby authorized and empowered to exercise such powers as may be necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including the following, in addition to others herein granted:

- a. To investigate the conditions of buildings in the Township in order to determine which buildings therein are unfit for human habitation.
- b. To administer oaths and affirmations, examine witnesses and receive evidence.
- c. To enter upon premises for the purpose of making examination, provided that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession.
- d. To appoint and fix the duties of such officers, agents and employees as he deems necessary to carry out the purposes of this chapter.
- e. To delegate any of his functions and powers under this chapter to such officers and agents as he may designate

§89-14 Conflict of powers

Nothing in this chapter shall be construed to abrogate or impair the power of the Township or any officer or department to enforce any provisions of its Charter, or its ordinances or regulations, nor to prevent or punish violations thereof, and the powers conferred by this chapter shall be in addition and supplemental to the powers conferred upon the Township by any other law or ordinance.

§89-15 Costs as obligation of owner

In the event any building or structure is removed or demolished pursuant to this chapter because it is found to be dangerous to human life or the public welfare or because it constitutes a fire hazard, the Township Council, in addition to assessing the cost of such removal or demolition as a municipal lien against the premises, may enforce the payment of such assessment, together with interest, as a debt of the

owner of the premises and may authorize the institution of an action at law for the collection thereof. The Superior Court or the Burlington County District Court shall have jurisdiction over any such action.

Article III, Certificate of Continuing Occupancy

§89-16 Certificate Requirement; Inspection

- a. Prior to a change in ownership or occupancy of any commercial or residential property within the Township of Mount Laurel, the owner or their authorized agent must apply to the Construction Official for, and obtain, a Certificate of Continuing Occupancy. Prior to issuing said Certificate, the Construction official or his or her designee shall inspect the property pursuant to Article I and confirm it is in compliance with the IPMC and the Township Code.
- b. Upon completion of the application and payment of the fee as provided for in §89-18 of the Code of the Township of Mount Laurel, the Construction Official shall schedule an inspection of the premises. It is the responsibility of the owner or their authorized agent to insure that the Construction Official has access to the premises for inspection.
- c. The housing inspection is a visual examination of all accessible physical components of the structure to determine continued occupancy. This inspection does not include a complete electrical, plumbing and heating equipment guarantee by the Construction Official. A separate certification of the heating equipment is required by a qualified technician, authorized by the Township, that the heating equipment operates safely prior to issuance of a certificate of occupancy. The certification must be made not more than 30 days prior to the certificate of occupancy being issued.
- d. Submission of a current property survey is required prior to the issuance of a certificate of occupancy. A survey indicates all physical improvements on a property including, but not limited to, buildings, driveways, walkways, pools, decks, fences, and sheds. The survey will also indicate any restrictions, encroachments, covenants or easements connected with the property. The survey that is submitted must be no more than five years old and must accurately depict the condition of the property existing at the time of submission.

§89-17 Violations

If the property does not comply with the requirements, no certificate of occupancy shall be issued. Upon inspection, if the Construction Official or his or her designee identifies any violations of the IPMC or the Township Code, the property owner shall have 90 days to correct any deficiencies and to schedule a re-inspection of the property.

§89-18 Fees

If requested eleven days prior to closing or longer, the fee for an initial inspection shall be \$75.00. If requested between four and ten days prior to closing, the fee shall be \$100; and if requested three or less days prior to closing, the fee for inspection shall be \$125. The fee for any required re-inspections shall be \$25.00 per re-inspection. The Township will not guarantee scheduling availability if scheduled within the ten days prior to closing.

It is the responsibility of the owner or their authorized agent to provide 24 hours' notice to cancel or reschedule an inspection, or the initial fee will still be assessed as if the inspection had taken place.

§89-19 Violations and fines

Failure to apply for or obtain a Certificate of Continuing Occupancy shall constitute a violation of this Chapter and shall be subject to the penalties provided for in §89-6.

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: February 22, 2021

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen	1	✓				
Janjua		✓				
Moustakas	2	✓				
Pritchett		✓				
Steglik		✓				

Publication Date: February 25, 2021

Public Hearing Date: March 8, 2021

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						

TOWNSHIP OF MOUNT LAUREL

BY: _____
Stephen Steglik, Mayor

ATTEST:

Meredith Tomczyk, Township Clerk