

Township of Mount Laurel  
Agenda  
Regular Council Meeting  
Monday, October 18, 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-179:** AMENDING 21-R-32 SETTING MEETING LOCATIONS BECAUSE OF THE COVID-19 PANDEMIC

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

**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

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

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

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

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

**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)

**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

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

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

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

**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)

8. 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

**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.)

Publication Date:           OCTOBER 21, 2021

Public Hearing Date:       NOVEMBER 8, 2021

9. DISCUSSION

A. BEST PRACTICES 2021

10. PUBLIC PARTICIPATION

11. COMMENTS BY COUNCIL

12. ADJOURNMENT

**Township of Mount Laurel**  
**Regular Council Meeting**  
**September 27, 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: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Janjua  
Roll Call 5 yes votes

**APPROVAL OF BILL LIST IN THE AMOUNT OF \$ 671,609.17**

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

**21-R-172: AMENDING 21-R-32 SETTING MEETING LOCATIONS BECAUSE OF  
THE COVID-19 PANDEMIC**

Township Clerk read Resolution as entitled.

Motion to Move Resolution #172-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman  
Cohen  
Roll Call 5 yes votes

**21-R-173: PROCLAMATION EXPRESSING COMMENDATION TO MICHELLE POOLAW FOR  
BEING NAMED BURLINGTON COUNTY TEACHER OF THE YEAR 2021-2022**

Township Clerk read Resolution as entitled.

Motion to Move Resolution #173-2021: Councilman Moustakas, 2<sup>nd</sup> Councilwoman  
Janjua  
Roll Call 5 yes votes

**21-R-174: PROCLAMATION RECOGNIZING THE OUT OF THE DARKNESS COMMUNITY WALK**

Township Clerk read Resolution as entitled.

Motion to Move Resolution #174-2021: Councilwoman Cohen, 2<sup>nd</sup> Councilman Moustakas

Roll Call 5 yes votes

**21-R-175: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR EMS EPOXY FLOORING THROUGH THE CAMDEN COUNTY EDUCATIONAL SERVICES COMMISSION COOPERATIVE PRICING SYSTEM #66CCEPS**

Township Clerk read Resolution as entitled.

Motion to Move Resolution #175-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Cohen

Roll Call 5 yes votes

**21-R-176: RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR THE PURCHASE OF A LEAF TRUCK THROUGH SOURCEWELL (FORMERLY NJPA), NEW JERSEY COOPERATIVE PRICING SYSTEM**

Township Clerk read Resolution as entitled.

Motion to Move Resolution #176-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman Cohen

Roll Call 5 yes votes

**21-R-177: RESOLUTION OF CERTIFICATION OF REVIEW OF THE ANNUAL REPORT OF AUDIT FOR 2020 BY MOUNT LAUREL TOWNSHIP COUNCIL**

Township Clerk read Resolution as entitled.

Motion to Move Resolution #177-2021: Councilwoman Janjua, 2<sup>nd</sup> Councilwoman Cohen

Roll Call 5 yes votes

**21-R-178: RESOLUTION AUTHORIZING EXTENDING LEASE WITH VOLUNTEERS FOR PAWS FARM, INC. TO ALLOW VOLUNTEERS TO CONTINUE TO CLEAN, MAINTAIN AND UPGRADE THE FACILITIES AT BLOCK 402, LOT 2, FORMERLY KNOWN AS DISCOVERY MUSEUM AT PAWS FARM**

Township Clerk read Resolution as entitled.

Motion to Move Resolution #178-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilman Moustakas

Roll Call 5 yes votes

**ORDINANCE FOR SECOND READING AND PUBLIC HEARING**

**ORDINANCE #2021-18: ESTABLISHING A DIVERSITY & INCLUSION BOARD**

Clerk read Ordinance as entitled.

Mayor opened public participation

Aliya Robinson – Received racist handwritten letter.

Mayor closed public participation.

Motion to move Ordinance #18-2021: Deputy Mayor Pritchett, 2<sup>nd</sup> Councilwoman  
Janjua  
Roll Call 5 yes votes

**PUBLIC PARTICIPATION**

Kay Weeder – Thanked Council for cooperation with PAWS Inc. Extended invitation for Council to come to PAWS Farms to view facility. Sent list to solicitor for items that have been completed. Farm house looks fantastic.

Pat Halbe, 2101 Denham Court – Thanked Council for approving extension. Any plans for 150<sup>th</sup> anniversary of Mount Laurel Township.

James Petruzzi – Status report on Pay to Play. George Morris gave update.

Andrew Gaus, 145 Kettlebrook Drive – Is Council aware of dates of statute for Pay to Play.

Daniel Rosenbaum – Why wasn't this Pay to Play discussed.

Randall Hines, 192 Knotty Oak Drive – Council should make this important.

Kelly Kiefner – Echoed sentiments of previous comments. Council needs to vote on this.

Lauren Grosspeter, 6 Raven Court – Echoes feelings. Disappointed.

Allan – Thanked everyone for traffic light.

**COMMENTS BY COUNCIL**

George Morris – Ohio State Football fan. Quarterback from Mount Laurel.

Meredith Tomczyk – Reminder movie in park this Friday night. Coco.

Mayor Steglik – Food truck event was a huge success. Well run. Clothing drive and shredding event this weekend. Would love to visit PAWS Farm. Honor 150 years of Mount Laurel.

Deputy Mayor Pritchett – Amazing time at food truck event. Thanked everyone for all their help. Love to tour PAWS Farm.

Councilwoman Janjua – Come see Coco. Hispanic month. Great food truck event. Excited about seeing PAWS Farm. Thanked volunteers. Thanked everyone for coming and speaking..

Councilwoman Cohen – Echoed statements. Coco. Last clean up on Saturday at 10AM. 9AM shred event. Trunk or treat event. Suicide Walk. Looking forward to touring PAWS Farm. Food truck huge success. Thanked everyone for helping during event.

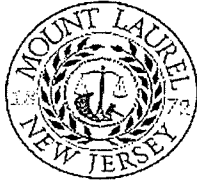
Councilman Moustakas – Thanked Carol Murphy for coming to food truck event. Thanked Council for coming out and meeting everyone..

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

All in favor.

Respectfully submitted,

Meredith Tomczyk, RMC  
Township Clerk



TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER

Distribution \_\_\_\_\_

Resolution No. 21-R-179

REGULAR MEETING

OCTOBER 18, 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:

October 18, 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 October 18, 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-180

REGULAR MEETING

OCTOBER 18, 2021

**APPROVING CHANGE ORDER #4  
2019 ROAD PROGRAM – PHASE I  
CONTRACT 2019-1**

**WHEREAS**, American Asphalt Company, Inc. was awarded a contract for 2019 Road Program, Phase I, Contract 2019-1; and

**WHEREAS**, the Project Engineer has notified the Township Clerk that it will be necessary to amend the specifications prepared for this purpose as follows; and

**WHEREAS**, it is recommended the following Change Order #4 for field quantity adjustments and additional items to complete this project. 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 approval be and is hereby granted for Change Order #4;

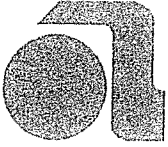
**BE IT FURTHER RESOLVED**, that the Municipal Manager be and she is hereby authorized to sign Change Order #4 on behalf of the Township of Mount Laurel.

This resolution was adopted at a meeting of the Township Council held on October 18, 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: 609-845-0300

September 24, 2021

Ms. Meredith Tomczyk, Clerk/Manager  
Mount Laurel Township  
100 North Mount Laurel Road  
Mount Laurel, NJ 08054

RE: Mount Laurel Township  
2019 Road Program – Phase I  
**Current Estimate No. 9 and  
Change Order No. 4**  
Contract No. 2019-1  
Our File No. M-0170-0355-000

Dear Ms. Tomczyk:

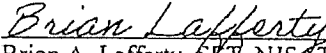
Please find enclosed Voucher and Current Estimate No. 9 in the amount of \$590,486.46 payable to American Asphalt Company, Inc. for work performed on the above captioned project. We recommend payment as indicated to be approved at the next meeting. Certified Payroll Reports and Monthly Project Workforce Report will follow under separate cover.

In addition, please find enclosed four (4) copies of Change Order No. 4 for approval at your next meeting. This Change Order No. 4 provides for field quantity adjustments to complete this project. Note, this change order should be approved prior to your approval of payment for the above Current Estimate No. 9. Please return three (3) executed copies to our office for distribution and retain one (1) copy for your records.

Should there be any questions, please do not hesitate to call me at this office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
Brian A. Lafferty, *SE*, NJSAT  
Senior Project Manager

BAL/dal  
Enclosure

cc: American Asphalt Company, Inc.  
William R. Long, P.E., Associate, RAAA  
RAAA Field Services Department

M:\Projects\M01700355000\Docs\LTR.Tomczyk.CE #9 & CO #4.docx

- Consulting Engineers -

Civil • Structural • Mechanical • Electrical • Environmental • Planners



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 21-R-181

REGULAR MEETING

OCTOBER 18, 2021

**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**

WHEREAS, an application has been filed for a Person-to-Person Transfer of Hotel/Motel Consumption Liquor License Number 0324-36-038-001, from Island Hospitality Management LLC to Highgate Hotels LP;

WHEREAS, the submitted application for is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term;

WHEREAS, the applicant is qualified to be licensed according to all standards established by Title 33 of the New Jersey Statutes, regulations promulgated thereunder, as well as pertinent local ordinances and conditions consistent with Title 33;

WHEREAS, the applicant has disclosed and the issuing authority reviewed the source of all funds used in the purchase of the license and the licensed business and all additional financing obtained in connection with the licensed business;

NOW, THEREFORE, BE IT RESOLVED that the Mount Laurel Township Council does hereby approve the transfer of the aforesaid Hotel/Motel Consumption Liquor License to Highgate Hotels LP and does hereby direct the Township Clerk to endorse the license certificate to the new ownership as: This license, subject to all its terms and conditions, is hereby transferred to Highgate Hotels LP.

This resolution was adopted at a meeting of the Township Council held on October 18, 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-182

REGULAR MEETING

OCTOBER 18, 2021

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

**WHEREAS**, a request has been filed for the termination of Hotel/Motel Consumption Liquor License Number 0324-36-031-004, Pollin/Miller Hospitality Strategies Inc.;

**WHEREAS**, the hotel has been sold and the new owners have no interest in taking over ownership of the liquor license since they have no plans to sell alcohol on their premises;

**WHEREAS**, Pollin/Miller Hospitality Strategies Inc. has chosen to terminate and place into history Hotel/Motel Consumption Liquor License number 0324-36-031-004;

**WHEREAS**, the applicant has supplied and the issuing authority reviewed the proper documents to finalize this request;

**NOW, THEREFORE, BE IT RESOLVED** that the Mount Laurel Township Council does hereby approve the termination of the aforesaid Hotel/Motel Consumption Liquor License #0324-36-031-004, Pollin/Miller Hospitality Strategies Inc.

This resolution was adopted at a meeting of the Township Council held on October 18, 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-183

REGULAR MEETING

OCTOBER 18, 2021

RESOLUTION AUTHORIZING THE
REFUND or CANCELLATION OF PROPERTY TAXES

Block 407.01 Lot 19

27 Jazz Way

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 duly qualified surviving spouse.

WHEREAS, the United States Department of Veteran Affairs has classified the veteran, Paul T. Haynes, as 100% Totally and Permanently Disabled and Jean M. Haynes is the duly qualified surviving spouse applicant.

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

Table with 5 columns: Block, Lot, Owner, Date of Exemption, Amount. Row 1: 407.01, 19, Jean M. Haynes, September 23, 2021, \$2952.18

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.

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 October 18, 2021 and shall take effect immediately.

A CERTIFIED COPY

Meredith Tomczyk, Municipal Clerk

Table with 7 columns: MOTION, AYE, NAY, ABSTAINED, ABSENT, TRANSMITTED. Rows for Cohen, Janjua, Moustakas, Pritchett, Steglik.

Calculation: 2021 Taxes \$10,884.15 / 365 = \$29.82 per day x 99 days exempt = \$2952.18



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 21-R-184

REGULAR MEETING

OCTOBER 18, 2021

**RESOLUTION AUTHORIZING EXTENSION OF CONTRACT**

**WHEREAS**, the Township Council and the Township Manager/Municipal Clerk entered a contract to define the terms, duties and responsibilities of the dual positions; and

**WHEREAS**, the parties desire to extend the contract for an additional four years under the same terms and conditions;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey that the Mayor or Deputy Mayor and the Deputy Clerk are authorized to execute an extension to the contract between the Township Manager and the Township upon review and approval of the addendum by the Township Solicitor.

This resolution was adopted at a meeting of the Township Council held on October 18, 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-185

REGULAR MEETING

OCTOBER 18, 2021

**RESOLUTION AUTHORIZING MITIGATION PLAN APPROVAL AND  
CONSERVATION RESTRICTION**

WHEREAS, the Township has long engaged with the New Jersey Department of Environmental Protection wetlands permitting process to create permanent stabilization to a channel near the Devonshire neighborhood that experienced severe erosion in the 1990s and required a freshwater wetlands individual permit (No. 0324-92-0009.5 and 0324-92-0009.6), a water quality certificate and a stream encroachment permit before the work could commence; and

WHEREAS, as part of that process, the State required the Township create a mitigation area; and

WHEREAS, the Township identified an area near Hainesport-Mount Laurel Road at Block 700.02, Lot 1 upon which it will deed restrict with a conservation easement and cause eighty-eight trees to be planted and maintained according to the easement; and

WHEREAS, the Township will record the Conservation Restriction pursuant to N.J.A.C. 7:7A-12 to complete the mitigation plan and formalize the conservation restriction; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Mount Laurel Township Council that the conservation restriction is established on a certain Block 700.02, Lot 1 upon approval of the same by the Township's Open Space Engineer and the Township Solicitor;

**BE IT FURTHER RESOLVED** that the Mayor, Manager and Clerk, or her designee, and the Township Solicitor are authorized to execute any and all documents necessary in the fulfillment of this resolution.

This resolution was adopted at a meeting of the Township Council held on October 18, 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-186

REGULAR MEETING

OCTOBER 18, 2021

**RESOLUTION AUTHORIZING THE SALE OF CERTAIN  
REAL PROPERTY NOT NEEDED FOR PUBLIC USE KNOWN  
AS BLOCK 101.15, LOTS 60 & 61 (95 Woolmans Lane)**

**WHEREAS**, the Township is the owner of certain property known as Block 101.15, Lots 60 & 61 on the Official Tax Map of Mount Laurel Township, located at 95 Woolmans Lane; and

**WHEREAS**, the Township gained title to the property via final judgment on an In Rem Tax Foreclosure and said is recorded in the Burlington County Clerk's Office via instrument 2521170 recorded on October 13, 2016 at Book OR13244, Page 3339; and

**WHEREAS**, this property is not needed for public use and it is in the best interest of the Township to sell the property so that it may become productive in private ownership; and

**WHEREAS**, N.J.S.A. 40A:12-13 permits the Township to offer such property for sale to the public subject to certain terms and conditions;

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Council of the Township of Mount Laurel, County of Burlington, State of New Jersey does hereby authorize the sale of Block 101.15, Lots 60 & 61, a 0.55 acre parcel to the public, pursuant to the following procedures, terms and conditions:

**Section One.** The Township will sell the property through sealed bids. All bidders shall appear at the appointed time and place to offer their bids or may submit their sealed bids to the Municipal Clerk in advance of the date set for opening. The property will be sold to the highest bidder subject to the terms and conditions hereof.

**Section Two.** The Township will receive bids at the Mount Laurel Township Municipal Clerk's Office, 100 Mount Laurel Road, Mount Laurel, New Jersey on November 3, 2021 at 10:00 a.m.

**Section Three.** Notwithstanding any provision of this resolution or any statement made at the sale, the sale will not be final until and unless the highest bid is accepted and confirmed by action of the Township Council at a regularly scheduled meeting of the Committee within forty-five (45) days after the date fixed for sale. Township Council reserves the absolute right to reject any and all bids as permitted by law.

**Section Four.** The following terms and conditions apply to the sale:



- (a) The sale is strictly "AS IS, WHERE IS". The Township makes no representations or warranties regarding the condition of the property or its suitability for any purpose.
- (b) The minimum price for the property shall be \$66,300.00.
- (c) A deposit of ten percent (10%) of the bid is required with the bid submission in cash, bank treasurer's check or certified check (checks preferred). Upon the adoption of a Resolution accepting a bidder's bid, the deposit shall become non-refundable.
- (d) Closing of title shall occur not more than forty-five (45) days subsequent to the execution of the contract.
- (e) Any use of the property shall be consistent with Township land use ordinances. The property is zoned R-1 (Residential). The bidder shall be required to verify wetlands and buffer areas prior to building on the property. The additional and preferred permitted uses on the property shall include off-site parking and/or general equipment, piping and machinery necessary for to provide for a sanitary sewer system. Any such uses shall be fully buffered from the adjacent residential properties by natural buffering and/or fencing.
- (f) The sale shall not be final until and unless confirmed and accepted by Township Committee. The governing body retains the absolute right to reject all bids.
- (g) The Deed from the Township shall be in fee simple.
- (h) The new owner shall be responsible for payment of all taxes from the time of closing.

**Section Five.** Pursuant to law, notice of the sale shall be advertised in a newspaper circulating in the municipality by two insertions at least once a week during two consecutive weeks with the last publication to be not earlier than seven days prior to the bid date. The notice of sale shall include notice of the minimum bid price, the Township's reservation of the right to reject all bids, and all conditions of sale.

**AND BE IT FURTHER RESOLVED** that the Mayor, Municipal Clerk, Chief Financial Officer and Township Attorney are hereby authorized to execute all documents necessary in the fulfillment of this Resolution.

**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-187

REGULAR MEETING

OCTOBER 18, 2021

**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**

**WHEREAS**, N.J.S.A. 40A:11-11 authorizes contracting units to establish a Cooperative Pricing Agreement for its administration; and

**WHEREAS**, the Camden County Educational Services Commission, hereinafter referred to as "Lead Agency," has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services; and

**WHEREAS**, on April 8, 2019, the governing body of the Township of Mount Laurel, County of Burlington, State of New Jersey, authorized participation in the aforesaid Cooperative Pricing System for the provision and performance of goods and services.

**WHEREAS**, W.J. Gross, Inc., 495 Center Street, Sewell, NJ 08080, has been awarded a contract for General Construction Repairs, Specialty Trade & Carpentry Services for the period March 15, 2019 through June 30, 2022 by the Lead Agency as part of the Cooperative Purchasing Program; and

**WHEREAS**, the Township of Mount Laurel is desirous of participating with the Lead Agency for the Clerk's Office and Tax Office Reception Windows from the aforesaid vendor.

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. That the Township of Mount Laurel is authorized to participate with the Lead Agency in the Cooperative Purchasing for the Clerk's Office and Tax Office Reception Windows from W.J. Gross, Inc., 495 Center Street, Sewell, NJ 08080, per their proposal for \$39,840.00.
2. This is an open-ended contract and the Township is not obligated to order, accept or pay for the goods and services hereunder until an order is placed, required certification of available funds shall be made when goods or services are ordered.

This resolution was adopted at a meeting of the Township Council held on October 18, 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-188

REGULAR MEETING

OCTOBER 18, 2021

**APPROVING CHANGE ORDER #1  
TRAFFIC SIGNAL IMPROVEMENTS AT  
UNION MILL ROAD & ACADEMY DRIVE**

**WHEREAS**, Techna-Pro Electric, LLC was awarded a contract for Traffic Signal Improvements at Union Mill Road & Academy Drive, Contract No. MLRLT21009; and

**WHEREAS**, the Project Engineer has notified the Township Clerk that it will be necessary to amend the specifications prepared for this purpose as follows; and

**WHEREAS**, it is recommended the following Change Order #1 for a 30-foot utility pole and additional items to complete this project. 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 approval be and is hereby granted for Change Order #1;

**BE IT FURTHER RESOLVED**, that the Municipal Manager be and she is hereby authorized to sign Change Order #1 on behalf of the Township of Mount Laurel.

This resolution was adopted at a meeting of the Township Council held on October 18, 2021 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						



2 Aquarium Drive  
Suite 320  
Camden, NJ 08103  
T: 856-668-8600  
F: 856-668-8610

www.pennoni.com

October 14, 2021

MLRLT21009

Sent via Email and Regular Mail

Ms. Meredith Tomczyk, Municipal Clerk  
Mount Laurel Township  
Municipal Building  
100 Mount Laurel Rd.  
Mount Laurel, NJ 08054

**RE: Mount Laurel Township  
Traffic Signal Improvements at Union Mill Road & Academy Drive  
Contract No. MLRLT21009  
Techna-Pro Electric Change Order No. 1 – 30-foot Utility Pole  
Recommendation for Approval**

Dear Ms. Tomczyk:

In connection with the referenced project, Techna-Pro Electric, LLC (Techna-Pro) is requesting a Change Order for the design revision to include a 30-foot Class 2 Utility Pole to provide power service to the new traffic signals. Per the direction from the electric service provider PSE&G, the power service will be provided at the westerly corner of the intersection. The new 30-foot utility pole will be installed at the westerly corner of the intersection within the right-of-way. See attached sketch from Techna-Pro showing the new utility pole location. Additionally, the conduit run from the meter cabinet will need to be revised to compensate the new pole location.

PSE&G will provide a service connection to the new 30-foot private utility pole, to be provided and installed by the contractor.

The enclosed Change Order No. 1 includes the labor, materials and equipment to install a 30' Class 2 Utility Pole to provide power service to the new signal equipment. Our office has reviewed the request, we recommend approval for the change order #1 in the amount of **\$2,681.00**.

Change Order No. 1 will increase the total contract amount by **\$2,681.00**. The new contract amount will increase from **\$309,309.77** (base contract) to **\$311,990.77**.

Please feel free to contact us with any questions or if you need any additional information.

Sincerely,

**PENNONI ASSOCIATES INC.**

Joseph J. Raday, PE, CME  
Office of Township Traffic Engineer

Blake J. Fitzgerald, PE  
Project Engineer

Enclosures

cc:

Jerry Mascia, Director of Municipal Services, Mount Laurel Township (w/enclosures)  
Michael Cerula, Project Manager, Techna-Pro Electric, LLC (w/enclosures)  
Edward King, Project Inspector, Pennoni (w/enclosures)

U:\Accounts\MLRLT\MLRLT21009 - Academy Road Light\CONSTRUCTION\CHANGE ORDERS\Change Order-01\CO No. 1 for Township Execution\_101421.docx



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 21-R-189

REGULAR MEETING

OCTOBER 18, 2021

**APPROVING CHANGE ORDER #2  
TRAFFIC SIGNAL IMPROVEMENTS AT  
UNION MILL ROAD & ACADEMY DRIVE**

**WHEREAS**, Techna-Pro Electric, LLC was awarded a contract for Traffic Signal Improvements at Union Mill Road & Academy Drive, Contract No. MLRLT21009; and

**WHEREAS**, the Project Engineer has notified the Township Clerk that it will be necessary to amend the specifications prepared for this purpose as follows; and

**WHEREAS**, it is recommended the following Change Order #2 for additional concrete work and other items to complete this project. 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 approval be and is hereby granted for Change Order #2;

**BE IT FURTHER RESOLVED**, that the Municipal Manager be and she is hereby authorized to sign Change Order #2 on behalf of the Township of Mount Laurel.

This resolution was adopted at a meeting of the Township Council held on October 18, 2021 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						



2 Aquarium Drive  
Suite 320  
Camden, NJ 08103  
T: 856-668-8600  
F: 856-668-8610

www.pennoni.com

October 14, 2021

MLRLT21009

Sent via Email and Regular Mail

Ms. Meredith Tomczyk, Municipal Clerk  
Mount Laurel Township  
Municipal Building  
100 Mount Laurel Rd.  
Mount Laurel, NJ 08054

**RE: Mount Laurel Township  
Traffic Signal Improvements at Union Mill Road & Academy Drive  
Contract No. MLRLT21009  
Techna-Pro Electric Change Order No. 2 – Additional Concrete Work  
Recommendation for Approval**

Dear Ms. Tomczyk:

In connection with the referenced project, Techna-Pro Electric, LLC (Techna-Pro), "the contractor", is requesting a Change Order to reconstruct an additional ADA curb ramp in the existing concrete island located at the north corner of the intersection. See attached sketch prepared by Techna-Pro.

Under the original contract, only one of the two existing ADA ramps in the concrete island are called to be reconstructed. However, based on field observations and measurement, our construction site inspector and the contractor determined the existing ADA curb ramp is not in compliance with the ADA standards and barrier free subcode. Our office requested Techna-Pro submit a change order with this additional work.

The enclosed Change Order No. 2 includes the labor, materials, and equipment to reconstruct an additional ADA curb ramp in the existing concrete island. Our office has reviewed the request, we recommend approval for the change order in the amount of **\$2,000.00**.

Change Order No. 2 will increase the total contract amount by **\$2,000.00**. The new contract amount will increase from **\$311,990.77** (contract base + change order no. 1) to **\$313,990.77**.

Please feel free to contact us with any questions or if you need any additional information.

Sincerely,

**PENNONI ASSOCIATES INC.**

Joseph J. Raday, PE, CME  
Office of Township Traffic Engineer

Blake J. Fitzgerald, PE  
Project Engineer



Enclosures

cc:

Jerry Mascia, Director of Municipal Services, Mount Laurel Township (w/enclosures)  
Michael Cerula, Project Manager, Techna-Pro Electric, LLC (w/enclosures)  
Edward King, Project Inspector, Pennoni (w/enclosures)

U:\Accounts\MLRLT\MLRLT21009 - Academy Road Light\CONSTRUCTION\CHANGE ORDERS\Change Order-02\CO No. 2 for Township Execution\_101421.docx



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 21-R-190

REGULAR MEETING

OCTOBER 18, 2021

**APPROVING CHANGE ORDER #4  
TRAFFIC SIGNAL IMPROVEMENTS AT  
UNION MILL ROAD & ACADEMY DRIVE**

**WHEREAS**, Techna-Pro Electric, LLC was awarded a contract for Traffic Signal Improvements at Union Mill Road & Academy Drive, Contract No. MLRLT21009; and

**WHEREAS**, the Project Engineer has notified the Township Clerk that it will be necessary to amend the specifications prepared for this purpose as follows; and

**WHEREAS**, it is recommended the following Change Order #4 for as-built quantity adjustments and additional items to complete this project. 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 approval be and is hereby granted for Change Order #4;

**BE IT FURTHER RESOLVED**, that the Municipal Manager be and she is hereby authorized to sign Change Order #4 on behalf of the Township of Mount Laurel.

This resolution was adopted at a meeting of the Township Council held on October 18, 2021 and shall take effect immediately.

**A CERTIFIED COPY**

\_\_\_\_\_  
Meredith Tomczyk, Municipal Clerk

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						



2 Aquarium Drive  
Suite 320  
Camden, NJ 08103  
T: 856-668-8600  
F: 856-668-8610

www.pennoni.com

October 14, 2021

MLRLT21009

Sent via Email and Regular Mail

Ms. Meredith Tomczyk, Municipal Clerk  
Mount Laurel Township  
Municipal Building  
100 Mount Laurel Rd.  
Mount Laurel, NJ 08054

**RE: Mount Laurel Township  
Traffic Signal Improvements at Union Mill Road & Academy Drive  
Contract No. MLRLT21009  
Change Order No. 4 – As-built Quantity Adjustment  
Recommendation for Approval**

Dear Ms. Tomczyk:

In connection with the referenced project, the requested Change Order No. 4 provides the contract quantity adjustments to reflect the actual constructed ("as-built") quantities (increase and/or decrease).

Our office has reviewed the enclosed request for change order based upon the agreed upon field measured quantities between our office and Techna-Pro Electric, LLC. Change Order No. 4 will result in a net **decrease** to the contract amount by **(\$19,161.25)**. The new contract amount will decrease from \$315,806.47 (base contract + CO #1 + CO#2 + CO#3) to **\$296,645.22**.

Please feel free to contact us with any questions or if you need any additional information.

Sincerely,

**PENNONI ASSOCIATES INC.**

Joseph J. Raday, PE, CME  
Office of Township Traffic Engineer  
Enclosures

Blake J. Fitzgerald, PE  
Project Engineer

cc:

Jerry Mascia, Director of Municipal Services, Mount Laurel Township (w/enclosures)  
Michael Cerula, Project Manager, Techna-Pro Electric, LLC (w/enclosures)  
Edward King, Project Inspector, Pennoni (w/enclosures)



**TOWNSHIP COUNCIL  
MOUNT LAUREL MUNICIPAL CENTER**

Distribution \_\_\_\_\_

Resolution No. 21-R-191

REGULAR MEETING

October 18, 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 special items of revenues in the 2021 Local Municipal Budget in the amount of \$14,427.40 which items are now available as revenues:

- Arbor Day Foundation TD Bank Tree Distribution Grant - \$10,000.00
- Bulletproof Vest Partnership Grant - \$4,427.40

BE IT FURTHER RESOLVED that a like amount of \$14,427.40 is hereby appropriated under the captions of:

- Arbor Day Foundation TD Bank Tree Distribution Grant - \$10,000.00
- Bulletproof Vest Partnership Grant - \$4,427.40

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 October 18, 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 TD Bank Tree Distribution Award Agreement

**DATE:** October 5, 2021

**AWARDEE:** Mount Laurel Township Green Team

**AWARD AMOUNT:** \$10,000.00

**PROJECT LOCATION:** The Mount Laurel Community Garden, Mount Laurel Township, NJ

**EVENT DATE:** 11/13/2021

The Alliance for Community Trees, a program of the Arbor Day Foundation (hereafter called ADF), and TD Bank have jointly awarded a TD Bank Tree Distribution Award to Mount Laurel Township Green Team (hereafter called Awardee). This Award Agreement delineates the terms and conditions of this award.

In order to receive your award, complete this Award Agreement. Please sign, scan, and email this Award Agreement back to ADF. Payment to Awardee is contingent on ADF receiving an original signed Agreement, a completed W-9, proof of insurance, and Awardee's compliance with the terms of this Agreement. Your signature on this Agreement acknowledges your acceptance of all terms included in this Award.

### TERMS

ADF and Awardee may modify the description, terms, and/or timeline of the project upon request of Awardee and at the discretion of ADF and TD Bank. In addition, if TD Bank decides to postpone or reschedule the timeline for the award, project and/or Event Date with ADF for any reason, ADF may similarly postpone or reschedule the timeline for such award, project and/or Event Date hereunder with Awardee without liability. ADF may, upon written notification, cancel this Award Agreement in the event the Awardee has failed to comply with the description, terms, and/or timeline of the project as described in this Award Agreement.

Awardee agrees to notify ADF of any organizational changes occurring during the term of this award, including, but not limited to, changes in key personnel, address or other contact information, and/or changes in tax classification under the U.S. Internal Revenue Code.

Awardee certifies that it owns the Project site or has legal authorization to utilize the site for the Project described in the Award application submitted by Awardee.

Awardee certifies that it maintains general liability insurance from an insurance company acceptable to ADF that is lawfully authorized to issue insurance in the jurisdiction where the Project site is located as will protect Awardee from claims that may arise out of or result from any business conducted by Awardee, any property that Awardee owns, other services that Awardee may provide or any other

actions of Awardee necessary to complete the Project. This general liability insurance will include products and completed operations coverage, with limits of \$1,000,000 per occurrence. Awardee shall also maintain workers compensation insurance with the statutory limits for the state in which the work is performed as well as employers' liability with policy limits of \$500,000 each accident. Certificates of insurance together with copies of the endorsements naming ADF as an additional insured shall be delivered to ADF prior to Awardee's commencement of the Project and from time to time upon request of ADF. Any such policy maintained by Awardee will provide that it may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to ADF.

Awardee agrees to use ADF's template photo, video, intellectual property, and liability waiver and provide scanned copies post-event of all signed releases. Copy of waiver subject to change due to liability requirements designated by ADF.

Awardee agrees to comply with all applicable requirements of the USA Patriot Act and Executive Order 13224, and all subsequently enacted legislation, executive orders, or regulations, designed to prevent any Award funds from being used in support of terrorism or a terrorist organization.

The undersigned declares that Awardee operates in accordance with ADF's nondiscrimination policy and does not discriminate against any person or group on the basis of age, political affiliation, race, national origin, ethnicity, disability, sexual orientation, or religious belief.

Significant changes to the funded Project generally will not be approved. If minor changes become necessary, they must be requested in advance and receive approval from ADF. Awardee will notify ADF immediately in the event that any of the following occur:

- The Awardee is unable to use any portion of the Award funds for the intended purposes
- The Awardee is unable to comply with any of the terms of this Agreement
- Any Award funds are used in a manner inconsistent with the terms of this Agreement

ADF reserves the right, in its sole discretion:

- To withhold any payments provided for under this Award, to recover from the Awardee any unexpended Award funds, and, if the terms of this Agreement are violated by Awardee, to require restitution by the Awardee of any previously expended Award funds
- To require the Awardee to take reasonable precautions to prevent any diversion of Award funds
- To withhold any applicable taxes from any Award payments

This Agreement shall bind and inure to the benefit of the parties and their successors, but otherwise shall not be assignable by any party or transferable by operation of law or otherwise.

Awardee shall indemnify, defend and hold harmless ADF and TD Bank, as well as their respective trustees, directors, officers, employees, agents, successors and assigns (collectively, "Indemnified Parties"), from and against any and all claims, liabilities, losses, judgments, damages or expenses and charges of any kind or nature including interest, reasonable attorneys' fees and other costs, expenses

and charges which any of the Indemnified Parties may at any time incur, sustain, or become subject to by reason of any third party claim, action, suit, demand or investigation arising out of Awardee's acts or omissions related to the Project or the use of the Award Funds as well as the acts or omissions of any person claiming under Awardee; and (b) any breach, violation or nonperformance by Awardee or any person claiming under Awardee of any term, covenant or provision of this Award Agreement or any law, ordinance or governmental requirement of any kind.

### **FINANCIALS**

ADF will disburse the Award funds in two payments. The first payment of \$7,875.00 will be disbursed upon the return of an original signed Award Agreement, a completed W-9 form, and proof of insurance listing the Arbor Day Foundation as an additional insured. Should you not currently be a member of the Alliance for Community Trees program, your membership fee of \$125 will be deducted from your first payment. A final payment of \$2,000.00 will be disbursed upon satisfactory completion of the project and receipt of a final project report. Funds paid to Awardee, shall be used exclusively for the TD Bank Planting Project.

This award is made for use until December 31, 2021. Awardee shall maintain records of expenditures of Award funds and make books, records, and personnel available to ADF and its agents as appropriate. Awardee agrees to cooperate with ADF with regard to any such monitoring or evaluation.

Award funds and any interest earned thereon shall not be used:

- A. To carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"));
- B. To participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
- C. To make any awards to individuals or organizations (unless pre-approved in writing by ADF).
- D. No part of the Award funds shall be paid to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursements or expenditures of the Award by Awardee shall cease if (i) any of the facts contained in Awardee's award proposal cease to be correct and accurate; (ii) if Awardee fails to perform any of the requirements of this Agreement; or (iii) TD Bank notifies ADF of its decision to indefinitely postpone the award, project and/or Event Date. In such event, Awardee shall immediately return any unexpended portion of the Award to ADF, and ADF shall have no obligation to disburse any additional amounts payable under the Award, regardless of any claimed adverse effect on the programs or operations of the Awardee.

### **EXECUTION**

During the award period, the Awardee will achieve the following outcomes with regards to your TD Bank Tree Distribution Project:

- A. Develop and adhere to a project timeline, culminating in a Tree Distribution to be held by 11/13/2021
- B. Provide regular updates for communication with ADF staff and partners as applicable

- C. Distribute a minimum of 500 trees to members the community. The trees may be bareroot or potted, but not seedlings.
- D. Provide educational materials to recipients on tree planting, care, and maintenance best practices.
- E. Promote the event using media in the local area in coordination with ADF and TD Bank to recognize TD Bank and other applicable partners.
- F. Complete a Final Project Report including 5-6 high quality event photos, video submissions utilizing Cinebody (a free app that ADF will detail and provide user instructions), and impact stories, **no later than 10 business days post-event**. The final report will be distributed prior to the completion of your event.
- G. Meet all covenants and metrics as outlined in the Awardee's TD Bank Tree Distribution Project proposal and as required by the Alliance for Community Trees Request for Proposals, both to be superseded by this Agreement should any discrepancies present.

During the award period, ADF will:

- A. Distribute TD Bank "Award Funds" to Awardee as outlined in financial section above.
- B. Provide a Final Project Report in advance of the report due date.

#### **PROMOTION**

All marketing drafts must be received by ADF at least 5 weeks before the event date to allow for adequate review, approval, and distribution timelines. ADF requires that Awardee include the name and logo of ADF and TD Bank on all project-related promotional materials. All logos will be supplied to Awardee in a useable format. Awardee shall not assign or distribute the ADF or TD Bank logos for any reason other than promotion of this award project. Awardee agrees not to alter either the ADF or TD Bank logos in any way including color, fonts, ratio dimensions, background, and/or layout.

Awardee hereby authorizes Arbor Day to include its trademarks in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Awardee which shall not be unreasonably withheld. ADF hereby authorizes Awardee to use ADF's trademarks (the "Arbor Day Marks") solely in connection with this Agreement, subject to prior review and approval. Except as otherwise expressly permitted hereby, neither party shall use the other party's Marks without the prior express written consent of such party.

Public announcements of the Award may be made by the Awardee, ADF, or TD Bank. Any related press release, media alert, website posting, or other public announcements about the Program or the Award must acknowledge that the Awardee is a "proud partner of the Arbor Day Foundation," and that the Program is "made possible by partnership with the Arbor Day Foundation and TD Bank."

**ADF and TD Bank must review and approve any public announcements (fliers, original press releases, e-blasts, etc.) at least two weeks prior to distribution.**



IN WITNESS WHEREOF, I, the undersigned, am authorized to enter into such an Agreement and hereto have caused this Agreement to be executed as of the day and year below within.

**SIGNED, SEALED AND DELIVERED**

**The Arbor Day Foundation**

DocuSigned by:  
*Dan Lambe*  
00E359F0336514E...  
\_\_\_\_\_  
Dan Lambe  
President, Arbor Day Foundation

10/14/21 | 2:10 PM CDT  
\_\_\_\_\_  
Date

**Agreement of Awardee:**

DocuSigned by:  
*Brandon Shillingford*  
437158124A7B161  
\_\_\_\_\_  
Brandon Shillingford  
Mount Laurel Township Green Team

10/14/21 | 8:23 AM CDT  
\_\_\_\_\_  
Date

TOWNSHIP OF MOUNT LAUREL

ORDINANCE 2021-19

AN 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;

NOW, 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.

- C. 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.**

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**

- A. 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)**

<u>Gross Floor Area</u>	<u>Square-footage Fee</u>
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

- F. 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)**

<b>Service</b>	<b>Fee</b>
Fire watch (per hour/per fire fighter)	\$75.00
Fire extinguisher training (per person)	\$25.00
Site plan review (per hour) billed at 1/2 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
Firefighter/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.

I. 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:

A. 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.

B. 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.
- D. 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:

- A. 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 10 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 doorway 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 3 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," "lawnmower," "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 internal-combustion 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 or 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 No. 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.**

- 1. 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, one-and-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 (gpm) X 3.785 (for L/min)	Minimum Number of Hydrants	Average Spacing Between Hydrants (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	5	300
5,500	6	300
6,000	6	250
6,500 - 7,000	7	250
7,500 or more	8	200

- 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.
- 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. Technical Amendments: Fire Department Access Roads.

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.
2. 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 5 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).

**§ 81-21. 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/UL 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 5 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:

1. 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-

- 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.
- 6. Exception: Any property protected by on-site twenty-four-hour, seven-days-a-week 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

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						

Publication Date: October 21, 2021

Public Hearing Date: November 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

4813-9901-7718, 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 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:

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

2. 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.

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

4. 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.

5. 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.

6. 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

	MOTION	AYE	NAY	ABSTAINED	ABSENT	TRANSMITTED
Cohen						
Janjua						
Moustakas						
Pritchett						
Steglik						

Publication Date: October 21, 2021

Public Hearing Date: November 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

4825-7889-6575, v. 1