



**Mt. Olive Township Council
Conference Meeting
November 9, 2021**

**ITINERARY
REVISED 11/9/2021**

PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT

ROLLCALL

Proclamation: Recognizing Family Court Awareness Month

Resolutions: (14)

1. Appointing Mary Sherman as Municipal Court Administrator

The Township has a need for a Municipal Court Administrator and recommends appointing Mary Sherman to the position as she meets the qualifications set forth in N.J.S.A. 2B:12-11 for a two-year term effective November 14, 2021.

2. Authorizing a shared service agreement with Mine Hill Township for the provision of Local Public Health and Nursing Services pursuant to the Interlocal Services Act

Our shared service with Mine Hill for Public Health and Nursing is expiring at the end of the year. A new three-year term has been negotiated. The total cost of the agreement for 2022, 2023 and 2024 is \$44,575, \$45,475 and \$46,375.

3. Authorizing a shared service agreement with Mine Hill Township for the provision of Animal Control Officer Services and Municipal Humane Law Enforcement Officer Services

Our shared service with Mine Hill for ACO and HLEO services is expiring at the end of the year. Mine Hill has agreed to comply with Mount Olive Code Chapter 169-18: Redemption of dogs, cats and other animals, specifically section A & B related to euthanasia, Chapter 169-40: Feral cat colonies and Chapter 169-46: Disposition of colony cats. A new three-year term has been negotiated. The total daytime service hour rate is \$35/hr and \$50/hr for evening and weekend hours. All other fees are paid for by Mine Hill.

4. Authorizing a determination regarding the provision of Municipal Services to properties traversing the municipal boundary line between the Township of Roxbury and the Township of Mount Olive

A property located on Old Ledgewood Road in Mount Olive and in Roxbury is bisected by the municipal boundary line. Due to this bisection, it is recommended to clarify and reflect an agreement between both Townships as to certain municipal authority over the taxation, supervision, licensing, land use and enforcement authority.

5. Providing for the transfer of 2021 budget appropriations for the current fund budget

The New Jersey Local Budget laws allow a municipality to make budget transfers during the months of November and December. It is necessary to transfer money from various department line items to other accounts totaling \$187,500 in the current fund to cover other line-item expenditures, specifically in Police and Finance S/W and Buildings & Grounds, Group Insurance and Social Security O/E. **REVISED 11/9/2021**

6. Authorizing purchases off New Jersey State Contracts pursuant to N.J.S.A. 40A:11-12 for calendar year 2021 (Dell)

As per the local public contracts law, the Township desires to purchase software reseller services via a NJ State Contract from Dell.

7. Authorizing the use of Bergen County Cooperative Pricing System Contract for 2021 (Ben Shaffer Recreation, Inc.)

As per the local public contracts law, the Township desires to purchase playground equipment and general supplies via a Bergen County Cooperative Contract from Ben Shaffer Recreation, Inc.

8. Authorizing the use of ESCNJ Cooperative Pricing Council Contract for 2021 (Imperial Copy Products, Inc.)

As per the local public contracts law, the Township desires to purchase printers and document equipment services via the ESCNJ Cooperative Pricing Council from Imperial Copy Products, Inc.

9. Authorizing the award of contract to Garden State Laboratories for Bid #5-2020 Water Testing Services (2020-2022) *REVISED* Changing account numbers

Due to testing increases to be in compliance with DEP requirements, a previously awarded contract amount needs to be increased by \$28,420 along with changing account numbers to fund the expenditure.

10. Awarding a “non-fair and open” vendor service contract pursuant to the ‘Pay-to-Play’ Law (Commercial Recreation Specialists) *REVISED* Re-allocating funds

A previously awarded contract for lightning detection system, inspection, repairs and various parts needs to be revised with changing account numbers to fund the expenditure. There is no increase in contract amount.

11. Authorizing the award of a professional services agreement for Labor Attorney to Cleary, Giacobbe, Alfieri, Jacobs *REVISED* Increasing contract amount

A previously awarded professional service agreement for labor attorney needs to be revised to increase the total contract value to \$50,000.

12. Authorizing the release of bonds and escrow for site improvements in connection with Block 8400, Lot 11, Section 3A (Woodfield) REVISED 11/9/2021

13. Authorizing a First Amendment to Agreement of Sale for Tax Sale Certificate 90-1S

An amendment needs to be made to the agreement of Sale for Tax Sale Certificate 90-1S (Block 4100, Lot 10 – 149 Gold Mine Road) in regard to the payment terms for the Comb Fill Solar Project. The remaining redemption value of approximately Two Million, Fifteen Thousand, Two Hundred and Fifty and 99/100 Dollars (\$2,015,250.99) will be split into thirds. The first installment equal to one third (1/3) or Six Hundred and Seventy-One Thousand, Seven Hundred and Fifty and 33/100 Dollars (\$671,750.33) will be due no later than November 15, 2021. By May 15, 2022 one half (1/2) of the remaining redemption value will be due and by November 15, 2022 the remaining redemption value will be paid in full.

14. Resolution of the Township of Mount Olive, in the County of Morris and State of New Jersey, Authorizing the Township Administrator to Participate in a Sheriff's Sale on Behalf of the Township ADDED 11/9/2021

Ordinance for First Reading: None

Ordinance for Second Reading: None

OLD BUSINESS

NEW BUSINESS

PUBLIC PORTION

ADJOURN to Public Meeting

Office of the Mayor

Proclamation

Recognizing Family Court Awareness Month

WHEREAS, the mission at One Mom's Battle (OMB) and the Family Court Awareness Month Committee (FCAMC) is to increase awareness on the importance of a family court system that prioritizes child safety and acts in the best interest of children, and;

WHEREAS, the mission at the FCAMC is to increase awareness on the importance of education and training on domestic violence, childhood trauma and post separation abuse for all professionals working within the family court system, and;

WHEREAS, the mission at the FCAMC is to educate judges and other family court professionals on the empirical data and research that is currently available. Such research is a critical component to making decisions that are truly in the best interest of children. This research includes The Adverse Childhood Experiences (ACE) Study (CDC-Kaiser Permanente), Saunder's Study (Us Department of Justice), The Meier Study: Child Custody Outcomes in Cases Involving Abuse Allegations, and the Santa Clara Law Study (Confronting the Challenge of High-Conflict Personality in Family Court), and;

WHEREAS, the mission at the FCAMC is fueled by the desire for awareness and change in the family court system while honoring the 100(+) children in the United States who have been murdered by a parent after a custody court rejected the other parent's plea for protection (Source: Center for Judicial Excellence).

NOW, THEREFORE, I, Mayor of Mount Olive Township, do proclaim November Family Court Awareness Month in Mount Olive.

Signed and Sealed at the Mount Olive
Township Municipal Building this
9th Day of November,
Two Thousand and Twenty One.

In Witness, Whereof, I have hereunto set my hand and
caused the Great Seal of the Mount Olive Township to
be affixed. Done at the Mount Olive Township Municipal Building
this 9th Day of November, Two Thousand and Twenty One.

Michelle Masser, Clerk

Robert Greenbaum, Mayor

RESOLUTION _____-2021

**A RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE, IN THE COUNTY
OF MORRIS AND STATE OF NEW JERSEY, APPOINTING MARY SHERMAN
AS MUNICIPAL COURT ADMINISTRATOR**

WHEREAS, the Township of Mount Olive has a need for a Municipal Court Administrator; and

WHEREAS, in accordance with N.J.S.A. 2B:12-10 and pursuant to Section 5-102 of the Township Code, a Municipal Court Administrator shall be appointed by the Mayor, with the advice and consent of Council, for a term of two (2) years; and

WHEREAS, Mary Sherman meets the qualifications for a Municipal Court Administrator set forth in N.J.S.A. 2B:12-11 and has agreed to perform the duties of this position, effective November 14, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of Mount Olive, in the County of Morris and State of New Jersey, that Mary Sherman is hereby appointed Municipal Court Administrator for a term of two (2) years, effective November 14, 2021. This Resolution shall take effect immediately.

TOWNSHIP OF MOUNT OLIVE

JOE NICASTRO
Mount Olive Township Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on November 9, 2021.

MICHELLE MASSER
Mount Olive Township Municipal Clerk

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE AUTHORIZING A SHARED SERVICE AGREEMENT WITH MINE HILL TOWNSHIP FOR THE PROVISION OF LOCAL PUBLIC HEALTH AND NURSING SERVICES PURSUANT TO THE INTERLOCAL SERVICES ACT

WHEREAS, the Borough Council of Mine Hill and the Township Council of Mount Olive has concluded that a three (3) year interlocal services agreement for the provision of local public health and nursing services would be in the best interest of the both municipalities; and

WHEREAS, the Mount Olive Board of Health has recommended to the Mount Olive Township Council to authorize an interlocal services agreement for local public health and nursing services between the Township of Mount Olive and Mine Hill Township for calendar years 2022, 2023 and 2024.

NOW THEREFORE BE IT RESOLVED by the Township Council of the Township of Mount Olive that it does hereby authorize a three (3) year shared services agreement for public health and nursing services with Mine Hill Township in the County of Morris, New Jersey.

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held November 9, 2021.

Michelle Masser, Township Clerk

**UNIFORM SHARED SERVICES AGREEMENT
BETWEEN
MINE HILL TOWNSHIP
AND
THE TOWNSHIP OF MOUNT OLIVE
FOR LOCAL PUBLIC HEALTH SERVICES**

Pursuant to the provisions of the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.*, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between **MINE HILL TOWNSHIP** (herein after, the **Recipient**) and the **TOWNSHIP OF MOUNT OLIVE** (herein after, the **Provider**) entered into on this _____ day of _____, 20____.

THIS AGREEMENT, pursuant to the provisions of the *Local Health Services Act, N.J.S.A. 36:3A2-1 et seq.*, shall be for the purpose of ensuring a public health program in accordance with *N.J.S.A. 26:1A-15, N.J.S.A. 26:3A2-1, et seq., N.J.S.A. 40:8A-1, et seq.*, and *N.J.A.C. 8:52-2.1, et seq.*, and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

The purpose of this **Agreement** is for delivery of public health services.

THIS AGREEMENT shall adhere to all applicable local ordinances.

A. ADMINISTRATION:

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient.
2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
3. The Health Officer shall provide technical and professional services to assure that provision of core public health services, along with any elected services, meet the standards set forth in the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*.
4. The Health Officer shall assess public health needs and plan, organize and implement public health activities within the Recipient municipality.
5. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth in the *Public*

Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52, within the Recipient municipality.

6. The Health Officer shall lead the investigation of and public health response to all emergencies, disasters and/or hazardous situations within the Recipient's municipality.
7. The Provider and its Health Officer shall respond 24/7/365 with a 3-by-3 redundancy/back-up (3 staff with 3 means of contact) for all emergencies, disasters and/or hazardous situations.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others, as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements set forth in *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*, and *Licensure of Persons for Public Health Positions, N.J.A.C. 8:7*.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future employees of the Recipient shall be under the administrative direction of the Health Officer.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
12. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's Board of Health with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health Officer shall attend regular and special meetings of the Recipient's Board of Health.
15. The Health Officer shall provide the Recipient and its Board of Health with regular performance and activity reports.

16. The Health Officer shall provide the Recipient and its Board of Health with an annual report no later than 60 days after the close of the calendar year.

B. SERVICES:

1. The Provider shall provide the following services during the established normal business hours of the Provider:
 - a. Health Officer Services consistent with **A. Administration** above.
 - b. Public Health Nursing Services as outlined in *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*.
 - c. Health Education Services consistent with the Providers health education plan.
 - d. Registered Environmental Health Services as outlined in the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52* not covered by the Recipient's Registered Environmental Health Specialist.
2. The Recipient shall provide the following services:
 - a. Clerical, reception, accounting and human resource services.
 - b. Issuance of all birth, death and marriage certificates and certified copies and all other Vital Statistic services in accordance with *N.J.A.C. 26:8-1 et seq.*

C. PUBLIC HEALTH PRIORITY FUNDING:

1. The Provider's Health Officer shall assume responsibility and complete in a timely manner the annual Public Health Priority Funding Application, if eligible.
2. Public Health Priority Funding received by the Provider shall be used to support and provide a public health program meeting State standards to the Provider's jurisdiction, including the Recipient's municipality.

D. INDEMNIFICATION:

1. In addition to the other rights and remedies of the parties herein, the Recipient agrees to indemnify and hold harmless the Provider, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Recipient's personnel arising out of this **Agreement** or any of the obligations assumed by the Recipient hereunder, provided it is determined by a court having the appropriate jurisdiction that the Recipient is solely responsible for such liability. In the event it is determined by a court that the Recipient is not solely responsible for said liability, the Recipient's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Recipient. The

Recipient, upon notice from the Provider, shall resist and defend, at the expense of the Recipient, such action or proceeding with counsel reasonably satisfactory to the Provider. In addition, the Provider may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Recipient's obligation under this paragraph.

2. In addition to the other rights and remedies of the parties herein, the Provider agrees to indemnify and hold harmless the Recipient, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Provider arising out of this **Agreement** or any of the obligations assumed by the Provider hereunder, provided it is determined by a court having the appropriate jurisdiction that the Provider is solely responsible for such liability. In the event it is determined by a court that the Provider is not solely responsible for said liability, the Provider's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Provider. The Provider, upon notice from the Recipient, shall resist and defend, at the expense of the Provider, such action or proceeding with counsel reasonably satisfactory to the Provider. In addition, the Recipient may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Provider's obligation under this paragraph.

E. INSURANCE:

1. The Recipient will keep in force, at its expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with a County Municipal Joint Insurance Fund, which insurance shall be evidence by Certificates and/or policies as determined by the Provider.
2. The Recipient shall provide this Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverage: 1) Operation, 2) Use of Independent Contractors and/or Subcontractors, 3) Products and Completed Operations, 4) Broad Form Contractual, and 5) Broad Form Property Endorsement.
3. Each Certificate or policy shall require that a thirty (30) day notice shall be given to the Provider by certified and return receipt mail, if any policy or any individual coverage is altered or cancelled. All such notices shall name the Provider and identify the **Agreement** or municipal contract number if applicable.
4. Certificates of Insurance shall be delivered to the Provider, prior to the commencement of this **Agreement**, and all Certificates of Insurance shall state that the "Township of

Mount Olive and the Mount Olive Board of Health are additional insured" for this **Agreement**.

5. The insurance required under this section shall protect the Recipient and all subcontractors respectively, against damage claims which may arise from operations under this **Agreement** whether such operations are by the Insured or by anyone directly or indirectly employed by the Recipient and also against any of the special hazards which may be encountered in the performance of this **Agreement**.
6. All policies and Certificates of Insurance shall be approved by the parties prior to the inception of any work under this **Agreement**.

F. FINANCIAL TERMS:

1. The total cost of this **Agreement** is **\$44,575.00** for the calendar year 2022. A payment of **\$11,143.75** is due quarterly upon invoice from the Provider.
2. The total cost of this **Agreement** is **\$45,475.00** for the calendar year 2023. A payment of **\$11,368.75** is due quarterly upon invoice from the Provider.
3. The total cost of this **Agreement** is **\$46,375.00** for the calendar year 2024. A payment of **\$11,593.75** is due quarterly upon invoice from the Provider.
4. Services provided outside of the Provider's normal business hours, with the exception of a declared public health emergency, will be billed at a rate of **\$70.00** per hour and will be included in the quarterly invoices as noted above.

G. DURATION:

The terms of this **Agreement** shall be for a minimum of three (3) years. This **Agreement** is effective beginning on the **1st** day of **January 2022** and ends on the **31st** day of **December 2024**.

H. EXTENSION OF TIME:

The terms of this **Agreement** shall be automatically extended for successive three (3) year periods unless renegotiated or terminated by either party.

I. TERMINATION:

In accordance with the provisions set forth at *N.J.S.A. 26:3A2-12*, either party may terminate this **Agreement** by participation of not less than two (2) years, by providing six (6) months advance written notification declaring its intention to withdraw by certified copy setting forth the date of withdrawal. Such notification shall be via first class United States Postal Service certified and return receipt mail.

J. COPY:

1. The Provider will submit a copy of this **Agreement** to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-0360.
2. Pursuant to the provisions set forth at *N.J.S.A. 40A:65-4(b)* a copy of this fully executed **Agreement** shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, NJ 08625-0803.

IN WITNESS HEREOF, each party has caused its authorized officials to sign this seven (7) page Agreement on its behalf on this _____ day of _____, 20____

ATTEST: MINE HILL TOWNSHIP

Amanda Macchia, Township Clerk

By: _____
Sam Morris, Mayor

Kristine Kanzenbach, Council President

Dated: _____

ATTEST: TOWNSHIP OF MOUNT OLIVE

Michelle Masser, Municipal Clerk

By: _____
Robert Greenbaum, Mayor

Dated: _____

Andrew Tatarenko, Business Administrator

ATTEST: MOUNT OLIVE TOWNSHIP BOARD OF HEALTH

Michele Doucette, Board Secretary

By: _____
Colleen Labow, Board Chairperson

Trevor J. Weigle, Health Officer/Director

Dated: _____

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE AUTHORIZING A SHARED SERVICE AGREEMENT WITH MINE HILL TOWNSHIP FOR THE PROVISION OF ANIMAL CONTROL OFFICER SERVICES AND MUNICIPAL HUMANE LAW ENFORCEMENT OFFICER SERVICES PURSUANT TO THE INTERLOCAL SERVICES ACT

WHEREAS, the Township of Mount Olive ("Mount Olive") and the Township of Mine Hill ("Mine Hill") have entered into an interlocal services agreement ("Agreement") pursuant to which Mount Olive provides animal control officer services and municipal humane law enforcement officer services to Mine Hill; and

WHEREAS, Mount Olive and Mine Hill wish to enter into the agreement under the terms and conditions outlined in the attached agreement; and

WHEREAS, the Mayor and Township Council have reviewed, are familiar with and have agreed to the terms and conditions of the interlocal services agreement between Mount Olive and Mine Hill for the provision of animal control officer services and municipal humane law enforcement officer services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Township Council of the Township of Mount Olive, in the County of Morris, that the Mayor is hereby authorized and directed to execute the attached interlocal services agreement between Mount Olive and Mine Hill for the provision of animal control officer services and municipal humane law enforcement officer services.

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on November 9, 2021.

Michelle Masser, Township Clerk

**UNIFORM SHARED SERVICES AGREEMENT
BETWEEN
MINE HILL TOWNSHIP
AND
THE TOWNSHIP OF MOUNT OLIVE**

**FOR ANIMAL CONTROL SERVICES AND HUMANE LAW
ENFORCEMENT OFFICER SERVICES**

THIS INTERLOCAL SERVICES AGREEMENT ("Agreement") is made on the ____ day of _____, 2021 by and between the Township of Mount Olive, a municipal corporation of the State of New Jersey, with offices located at 204 Flanders-Drakestown Road, Budd Lake, New Jersey 07828 ("Mount Olive") and the Township of Mine Hill, a municipal corporation of the State of New Jersey with offices located at 10 Baker Street Mine Hill, NJ 07803 ("Mine Hill").

WHEREAS, it is deemed to be in the best interest of the residents of Mount Olive and Mine Hill to enter into an agreement pursuant to N.J.S.A. 40A:65-1 et seq. ("Uniform Shared Services and Consolidation Act") to authorize Mount Olive to provide animal control services and humane law enforcement services to Mine Hill.

NOW, THEREFORE, Mount Olive and Mine Hill, in consideration of the mutual promises and covenants herein set forth, agree as follows:

1. ANIMAL CONTROL SERVICES

(a) Scope of Services

i. Mount Olive agrees to provide a licensed and certified Animal Control Officer ("ACO"), an approved vehicle for the transportation of animals (with heat and air conditioning) and proper equipment (including, but not limited to, poles, gloves, two-way radios, uniforms, badges, and humane animal capture traps) to provide animal control services to Mine

Hill under the sole and exclusive direction of Mount Olive. Mount Olive's duties and responsibilities shall be to respond to calls and complaints concerning lost, stray, injured, or nuisance domestic animals, suspected rabid wild or domestic animals, and vicious dogs in Mine Hill, and capture and transport them to a designated impound facility. The ACO shall evaluate animals that are captured or picked up as to the need for emergency veterinary care. If the ACO determines that veterinary services are necessary, the ACO shall utilize the animal hospital which Mount Olive has contracted with, unless Mount Olive and Mine Hill expressly agree to a different facility. Requests by Mine Hill residents for animal control services shall be directed to Mine Hill, with services provided only upon request by a duly authorized Mine Hill official or Police Officer on behalf of Mine Hill. However, no provision within this Agreement shall be deemed to restrict the authority of the ACO to take custody of animals or to take other actions that the ACO deems necessary, where such animals are encountered during the performance of the ACO's duties.

ii. Where appropriate local ordinances permit, the ACO may issue a summons to the owner of an animal found running at large. The associated fine and court costs shall be retained by Mine Hill. All licensing and administrative functions shall be the responsibility of Mine Hill, except that Mount Olive shall be responsible for kennel reports and inspections by the State of New Jersey ("State"). The ACO shall possess full rights to enforce the provisions of this Agreement in accordance with Mine Hill's pertinent ordinances and regulations.

iii. The ACO shall investigate bite incidents and reports of vicious dogs and seize and impound dogs meeting the criteria of the State vicious dog law, N.J.S.A. 4:19-17 et seq. The ACO shall also serve notices for the confinement of biting or bitten animals for rabies

observation and monitor those confinements, in accordance with N.J.S.A. 26:4-82 to -84. Mine Hill shall fax all Bite Notification Reports to the Mount Olive Health Department at (973) 691-7681 immediately upon receiving same.

iv. Animals captured or picked up by the ACO shall be sheltered, fed, and provided with care for the period of time provided by law.

v. Mount Olive and Mine Hill shall both keep and maintain accurate records of each licensed and unlicensed animal impounded or sheltered. Such records shall provide in detail the time, place, and circumstance under which each animal came into the possession, custody or control of Mount Olive and the disposition of each such animal. The records shall, at all times, be available and open for inspection by the officers and agents of Mount Olive and Mine Hill. All animal disposals shall be conducted in the manner, and in accordance with humane principles, prescribed by law.

vi. Mine Hill shall continue to keep and maintain the records of all dogs within its territory as required by law and shall continue to license all dogs within its corporate limits in accordance with law. Mine Hill shall provide a list of licensed animals and owners' address and contact information.

vii. No unlicensed animal will be returned to the owner unless the owner first secures a license from Mine Hill.

viii. Responses to and capture of nuisance wildlife that are not threatening to humans or domestic animals are not within the scope of this Agreement.

ix. Mount Olive shall provide photos of impounded animals to Mine Hill for posting on Mine Hill's social media account(s) and/or website, if requested by Mine Hill.

x. Mine Hill agrees to comply with Mount Olive Code Chapter 169-18: Redemption of dogs, cats and other animals, specifically section A & B related to euthanasia, Chapter 169-40: Feral cat colonies and Chapter 169-46: Disposition of colony cats.

(b) Hours of Service

i. Daytime Hours. Mount Olive shall provide ACO services to Mine Hill between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday (except holidays).

ii. Evening and Weekend Hours. Mount Olive shall provide after-hours emergency ACO services during the hours of 4:30 p.m. to 8:30 a.m. and on holidays. Emergency service is defined as the care of injured/sick wildlife, trapped domestic animals with unknown ownership, animals whose lives are endangered, and animals that are providing a danger to humans or have entered the living space of a residence.

(c) Consideration

Mine Hill shall pay Mount Olive for animal control services according to the following schedule for the calendar years of 2022, 2023, & 2024, payable quarterly upon invoice by Mount Olive.

i. Service Hours. Mine Hill shall pay \$35 per hour for daytime service hours with a two-hour minimum, and \$50 per hour for evening and weekend hours with a two-hour minimum.

ii. Court Appearances. Mine Hill shall pay \$50 per hour for all court appearances. Mine Hill shall add the total amount to each quarterly payment.

iii. Additional Fees. Mine Hill shall pay all kennel boarding fees, veterinarian expenses, euthanasia and disposal fees, and costs associated with the decapitation of animal

heads and transportation of same to the New Jersey Public Health and Environmental Laboratories for rabies analysis. Kennel boarding and veterinarian expenses for animals shall first be the responsibility of an animal's owner, but if not paid by the owner, shall be the responsibility of Mine Hill. Additional fees shall be payable quarterly upon invoice by Mount Olive

2. HUMANE LAW ENFORCEMENT OFFICER SERVICES

(a) Scope of Services

Mount Olive agrees to provide a certified Humane Law Enforcement Officer, an approved vehicle for the transportation of animals (with heat and air conditioning), and proper equipment to render humane law enforcement services to Mine Hill under the sole and exclusive direction of Mount Olive. Requests by residents of Mine Hill for humane law enforcement officer services shall be directed to Mine Hill, with services provided by Mount Olive only upon request of a duly authorized Mine Hill official or Police Officer on behalf of Mine Hill.

(b) Consideration

i. Humane Law Enforcement Officer Services. Mine Hill shall pay Mount Olive \$80 per hour for humane law enforcement services. Mine Hill shall add the total amount to the quarterly payment to Mount Olive.

ii. Court Appearances. Mine Hill shall pay \$50 per hour for all Humane Law Enforcement Officer court appearances. Mine Hill shall add the total amount to each quarterly payment.

3. GENERAL TERMS

(a) Term

The term of this Agreement shall be from January 1, 2022 through and including December 31, 2024, subject to the adoption of resolutions by Mount Olive and Mine Hill approving the execution of this Agreement and full execution of this Agreement by the parties.

(b) Renewal

Services for subsequent years must be negotiated and a new agreement executed prior to December 31, 2024. Mine Hill must provide notice to Mount Olive of intent to renew by October 1, 2024.

(c) Termination

In the event that either party seeks to terminate this Agreement, said party shall provide at least sixty (60) days' written notice in advance of the date of termination.

(d) No Assignment

The parties agree that there will be no assignment of their respective rights or obligations under this Agreement, unless agreed in writing by both parties and with proper official action.

(d) Insurance and Indemnification

i. Mount Olive shall be responsible for liability insurance, workers' compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, any and all other expenses related to employee compensation or benefits, and the training, hiring, firing and discipline of animal control personnel and staff, including all incidental expenses and costs that accompany same.

ii. Mine Hill shall not be liable for any negligent, reckless, or intentional acts or omissions of Mount Olive. Mount Olive shall indemnify, defend, and hold Mine Hill harmless from all losses, injuries, or damages caused by the negligent, reckless or intentional acts or

omissions of Mount Olive or any of its employees in rendering the services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

iii. Mount Olive will cause Mine Hill to be named as an additional insured on its general liability policy on a primary, noncontributory basis. It is recognized and understood that both Mount Olive and Mine Hill participate in a joint insurance fund (JIF). Mount Olive and Mine Hill shall each name the other as an additional insured on its general liability insurance policy. Mount Olive will provide proof of automobile liability and workers' compensation policies.

(e) Entire Agreement

This Agreement represents the entire agreement between the parties and cannot be changed or modified orally. This Agreement may be supplemented, amended or revised only by a writing, which is signed by all of the parties hereto.

(f) Invalidation

If any part of this Agreement shall be held to be invalid, illegal or unenforceable, the parties agree to negotiate in good faith and agree to such amendments to this Agreement or to such other appropriate action as shall implement and give effect to the intention of the parties as reflected herein and the other provisions of this Agreement, as so amended, shall nevertheless remain in full force and effect.

(g) No Waiver

Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement at any one time shall not be deemed a waiver of such term,

covenant, or condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right of power at any other time.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:

MOUNT OLIVE TOWNSHIP

Michelle Masser, Township Clerk

Robert Greenbaum, Mayor

ATTEST:

TOWNSHIP OF MINE HILL

Amanda Macchia, Municipal Clerk

Sam Morris, Mayor

**RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE, COUNTY OF
MORRIS, STATE OF NEW JERSEY, AUTHORIZING A
DETERMINATION REGARDING THE PROVISION OF MUNICIPAL
SERVICES TO PROPERTIES TRAVERSING THE MUNICIPAL
BOUNDARY LINE BETWEEN THE TOWNSHIP OF ROXBURY AND THE
TOWNSHIP OF MOUNT OLIVE**

WHEREAS, Michael W. Speicher (hereinafter, “Owner”), is the owner of real property located on Old Ledgewood Road, Mount Olive, known and designated as Block 4200, Lots 16, 16.03, 19 and 20, as shown on the tax assessment map of the Township of Mount Olive, and also, Block 9303, Lots 1, 2, 3, and 4 as shown on the Tax Assessment Map of the Township of Roxbury (hereinafter, “Property”); and

WHEREAS, the municipal boundary line for the Township of Mount Olive and the Township of Roxbury bisect, divide or otherwise separate, in whole or in part, a portion of Township of Mount Olive Block 4200, Lots 16, 19 and 20, and Township of Roxbury Block 9303, Lots 1, 2, 3 and 4 of the Property; and

WHEREAS, the Tax Assessors in both municipalities have recommended to the Governing Bodies of their respective municipalities, that, due to the bisection, division, and/or separation, in part, of the Property, by the municipal boundary line, that this Resolution and a mutual Resolution by the Township of Roxbury be adopted, such that: (1) a portion of Roxbury Block 9303, Lot 4 and a portion of Mount Olive Block 4200, Lot 19 which will be consolidated and the Roxbury portion identified as new Block 9303, Lot 4.01 in Roxbury, with Roxbury providing for the provision of municipal services and taxing authority by Roxbury (and the Mount Olive portion designated on the Mount Olive Tax Map as “Assessment and Services by Roxbury Township”); and (2) the remaining portion of Mount Olive Block 4200, Lot 19, a portion of Roxbury Block 9303, Lots 1, and 3, and all of Roxbury Block 9303, Lot 2 be consolidated together with pre-existing Mount Olive Block 4200, Lots 16, 16.03 and 20 with the Mount Olive portion identified as Block 4200, Lot 16 in Mount

Olive (and the Roxbury portion designated on the Roxbury Tax Map as “Assessment and Services by Mount Olive Township”), with Mount Olive providing for the provision of municipal services and taxing authority; and

WHEREAS, a metes and bounds description of the full property to be assessed by Mount Olive Township is annexed hereto as **Exhibit “A”** and incorporated by reference herein; and

WHEREAS, a metes and bounds description of the full property to be assessed by the Township of Roxbury is annexed hereto as **Exhibit “B”** and incorporated by reference herein; and

WHEREAS, in accordance with N.J.S.A. 40A:13-19, when the boundary line between adjoining municipalities divides lands, so that a portion of the lands are located in each municipality, the municipalities in which the lands are situated may determine, by resolution passed by their respective governing bodies, which municipality shall have sole supervision of the lands for provision of municipal services and taxing authority.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mount Olive, in the County of Morris and State of New Jersey, as follows:

1. The purpose and effect of this resolution is solely to clarify and reflect an agreement between the Township of Roxbury and the Township of Mount Olive as to certain municipal authority over the taxation, supervision, licensing, land use and enforcement authority over various portions of the Property in accordance with N.J.S.A. 40A:13-19.

2. In accordance with N.J.S.A. 40A:13-19, sole supervision of the property shown on “Exhibit A”, for the provision of municipal services and taxing authority, including sole power to issue any and all future planning and zoning approvals, and as to the review and issuance of any licenses and permits required for such lands and buildings, be and hereby is granted unto the Township of Mount Olive.

3. In accordance with N.J.S.A. 40A:13-19, sole supervision of the property shown on “Exhibit B”, for the provision of municipal services and taxing authority, including sole power to

issue any and all future planning and zoning approvals, and as to the review and issuance of any licenses and permits required for such lands and buildings, be and hereby is granted unto the Township of Roxbury.

4. This determination is specifically contingent upon and subject to concomitant approval hereof and adoption of a similar resolution by the Governing Body of the Township of Roxbury, and shall be effective upon perfection of the subdivision of the Property.

5. This determination and agreement shall not be construed to alter or amend the existing municipal boundary line between the Township of Mount Olive and the Township of Roxbury.

6. This resolution shall not be considered as an approval as to the issuance or renewal of any licenses, certificates, and or other approvals issued by the Township of Mount Olive or Township of Roxbury's respective governing bodies, municipal subdivisions, boards, health departments, and/or zoning and building/construction departments and officials.

7. This resolution shall not be construed as an amendment to the respective local land use and zoning laws of the Township of Mount Olive and the Township of Roxbury. Nor shall this resolution be deemed to constitute an approval as to the rezoning of the Property or otherwise relieve the property owner or any successor(s)-in-title or interest from applying to the Township of Mount Olive Planning Board for any land use approvals or variance relief, including without limitation, as to use variance relief (including certification of any pre-existing non-conforming use), bulk variance relief, site plan approvals, and/or subdivision approvals in accordance with the Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., and the Township's zoning and land use ordinances.

BE IT FURTHER RESOLVED that the Mayor and Township Clerk are hereby authorized and directed to enter into such additional agreements or undertakings as they may deem necessary and property to carry out and effectuate the purposes of this Resolution.

TOWNSHIP OF MOUNT OLIVE

JOE NICASTRO

Mount Olive Township Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on November 9, 2021.

ADOPTED: , 2021

MICHELLE MASSER

Mount Olive Township Municipal Clerk

EXHIBIT A

Description for Proposed Municipal Enforcement Boundary Line Agreement for designated Lot 16 Block 4200 Under the jurisdiction of Township of Mount Olive Morris County, New Jersey

Beginning at a point in the northeasterly sideline of Old Ledgewood Road, 50 feet wide, said beginning point being the most southwesterly corner of Lot 16 and the most southeasterly corner of Lot 16.02 in Block 4200 as shown on the Township of Mt Olive tax maps; thence

1. North thirty-three degrees, fifteen minutes, eight seconds East
(**N 33°-15'-08" E**) four hundred seventy-three and fourteen hundredths (**473.14**) feet to the southwesterly sideline of N.J.S.H. Route 80 exit 27 to a point; thence
2. South thirty-eight degrees, thirty-nine minutes, thirty-two seconds East
(**S 38°-39'-32" E**) three hundred twenty-five and forty-six hundredths (**325.46**) feet along the southwesterly sideline of N.J.S.H. Route 80 Exit 27, to a point; thence
3. South one degree, thirty-nine minutes, zero seconds East
(**S 01°-39'-00" E**) two hundred twenty-four and sixty-nine hundredths (**224.69**) feet to a point; thence
4. South forty-four degrees, zero minutes, zero seconds West
(**S 44°-00'-00" W**) three hundred seventeen and ninety-nine hundredths (**317.99**) feet to a point in the northeasterly sideline of Old Ledgewood Road; thence
5. North forty-five degrees, four minutes, zero seconds West
(**N 45°-04'-00" W**) eighty-two and zero hundredths (**82.00**) feet along the northeasterly sideline of Old Ledgewood Road to a point; thence
6. North thirty-four degrees, forty-two minutes, zero seconds West
(**N 34°-42'-00" W**) sixty-seven and eighty-three hundredths (**67.83**) feet along the northeasterly sideline of Old Ledgewood Road to a point; thence
7. North thirty-four degrees, forty-one minutes, forty seconds West
(**N 34°-41'-40" W**) one hundred forty-four and two hundredths (**144.02**) feet along the northeasterly sideline of Old Ledgewood Road to a point; thence
8. North thirty-seven degrees, thirty-four minutes, zero seconds West
(**N 37°-34'-00" W**) fifty-two and twenty-two hundredths (**52.22**) feet along the northeasterly sideline of Old Ledgewood Road to a point; thence
9. North forty-four degrees, thirty-eight minutes, zero seconds West
(**N 44°-38'-00" W**) fifty-three and eighty-six hundredths (**53.86**) feet along the northerly sideline of Old Ledgewood Road to the place of beginning.

Containing in the above-described bounds **4.336 Acres**

Subject to documents of record.

Description of parcel as shown on map entitled 'Municipal Agreement Plans', (2 Sheets) by Civil Engineering Inc., James Glasson, NJPE #37703, Robert H. Jordan, NJPLS # 34485, dated 5/12/21.

This description has been created to define Township Zoning and Enforcement Jurisdiction as portions of the parcel described falls within both Roxbury Township and Mount Olive Township.

Prepared and approved by:

Robert H. Jordan, Jr.
Professional Land Surveyor
New Jersey License No. 34485

EXHIBIT B

**Description for Proposed Municipal Enforcement Boundary Line Agreement
for designated Lot 4 Block 9303
Under the jurisdiction of Township of Roxbury
Morris County, New Jersey**

Beginning at a point in the northeasterly sideline of Old Ledgewood Road, 50 feet wide, said beginning point being the most southeasterly corner of Lot 4 and the most southwesterly corner of Lot 5 in Block 9303; as shown on the Township of Roxbury tax maps, thence

1. North forty-five degrees, forty minutes, zero seconds West
(N 45°-40'-00" W) one hundred fifty and zero hundredths (150.00) feet along the northeasterly sideline of Old Ledgewood Road to a point; thence
2. North forty-four degrees, zero minutes, zero seconds East
(N 44°-00'-00" E) three hundred seventeen and ninety-nine hundredths (317.99) feet to a point; thence
3. North one degree, thirty-nine minutes, zero seconds West
(N 01°-39'-00" W) two hundred twenty-four and sixty-nine hundredths (224.69) feet to a point in the southwesterly sideline of N.J.S.H. Route 80, exit 27; thence
4. South thirty-eight degrees, forty minutes, eleven seconds East
(S 38°-40'-11" E) three hundred thirteen and twenty-three hundredths (313.23) feet along the southwesterly sideline of N.J.S.H. Route 80 Exit 27, to a point; thence
5. South forty-four degrees, zero minutes, zero seconds West
(S 44°-00'-00" W) four hundred thirty-five and ninety-seven hundredths (435.97) feet to a place of beginning.

Containing in the above-described bounds **1.784 Acres**

Subject to documents of record.

Description of parcel as shown on map entitled 'Municipal Agreement Plans', (2 Sheets) by Civil Engineering Inc., James Glasson, NJPE #37703, Robert H. Jordan, NJPLS # 34485, dated 5/12/21.

This description has been created to define Township Zoning and Enforcement Jurisdiction as portions of the parcel described fall within both Roxbury Township and Mount Olive Township.

Prepared and approved by:

Robert H. Jordan, Jr.
Professional Land Surveyor
New Jersey License No. 34485

**RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE PROVIDING FOR
THE TRANSFER OF 2021 BUDGET APPROPRIATIONS FOR THE CURRENT
FUND BUDGET**

WHEREAS, it is necessary to provide for transfers in the 2021 budget of the Current Fund;

NOW, THEREFORE BE IT RESOLVED that the following 2021 budget transfers be approved.

TO:

Police S/W - \$80,000
Finance S/W - \$7,500
Buildings and Grounds O/E - \$20,000
Group Insurance O/E - \$40,000
Social Security O/E - \$40,000
Fleet Maint O/E - \$10,000
Capital Improvement Fund - \$25,000

FROM:

Legal O/E - \$30,000
Senior S/W - \$40,000
Construction S/W - \$7,500
Fire Prevention S/W - \$15,000
Buildings and Grounds S/W - \$35,000
Health S/W - \$45,000
Planning O/E - \$5,000
Construction O/E - \$10,000
Tax Assessment O/E - \$5,000
Health Benefit Waiver O/E - \$5,000
Traffic Signs O/E - \$5,000
Gas O/E - \$5,000
Vehicle Fuel O/E - \$10,000
DCRP O/E - \$5,000

Joseph Nicastro
Council President

I hereby certify the above to be a true and correct copy of a resolution passed by the Township Council of the Township of Mount Olive at a duly convened meeting on November 9, 2021.

Michelle Masser
Township Clerk

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT
OLIVE AUTHORIZING PURCHASES OFF NEW JERSEY STATE CONTRACTS
PURSUANT TO N.J.S.A. 40A:11-12 FOR CALENDAR YEAR 2021
(Dell)**

WHEREAS, the Township of Mount Olive desires to purchase Software Reseller Services via a purchasing contract off the New Jersey State Contract; and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Mount Olive that the following contract be approved:

Dell – NJ State Contract #20-TELE-01510 – Software Reseller Services

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Council President

I hereby certify the above to be a true and correct copy of a resolution passed by the Township Council of the Township of Mount Olive at a duly convened meeting on November 9, 2021

Michelle Masser, Township Clerk

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE
AUTHORIZING THE USE OF BERGEN COUNTY COOPERATIVE PRICING SYSTEM
CONTRACT FOR 2021
(Ben Shaffer Recreation, Inc.)**

WHEREAS, the Township desires to purchase goods via a purchasing contract off the Bergen County Cooperative; and

WHEREAS, Ben Shaffer Recreation, Inc. has been awarded Bergen County Bid #21-24: Playground Equipment and General Supplies; and

WHEREAS, the Township is a member of the Bergen County Cooperative Purchasing Alliance #CK04; and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Mount Olive that the following contract be approved:

- Ben Shaffer Recreation, Inc. - Bid #21-24: Playground Equipment and General Supplies

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Council President

I hereby certify the above to be a true and correct copy of a resolution passed by the Township Council of the Township of Mount Olive at a duly convened meeting on November 9, 2021.

Michelle Masser, Township Clerk

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE
AUTHORIZING THE USE OF ESCNJ COOPERATIVE PRICING COUNCIL CONTRACT
FOR 2021
(Imperial Copy Products, Inc.)**

WHEREAS, the Township of Mount Olive desires to purchase goods via a purchasing contract off the ESCNJ Cooperative Pricing Council; and

WHEREAS, the Township is a member of the ESCNJ Cooperative Purchasing Council; and

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Mount Olive that the following contract be approved:

- Imperial Copy Products, Inc. – ESCNJ Contract # AEPA-21C MFDs, Printers and Document Lifecycle Equipment & Services

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Council President

I hereby certify the above to be a true and correct copy of a resolution passed by the Township Council of the Township of Mount Olive at a duly convened meeting on November 9, 2021.

Michelle Masser, Township Clerk

REVISED
(Account Numbers)

**RESOLUTION OF TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT
OLIVE AUTHORIZING THE AWARD OF CONTRACT TO GARDEN STATE
LABORATORIES FOR BID #05-2020 WATER TESTING SERVICES (2020-2022)**

WHEREAS, on April 14, 2020 the Township Council passed Resolution 143 authorizing the award of contract to Garden State Laboratories, Inc. for Bid #05-2020 Water Testing Services (based on estimated quantities) in an amount not to exceed \$71,580 as outlined below:

- **Total Bid Price for Two (2) Years - \$71,580**
- Sample Collection by laboratory – No charge
- Rush Service – 50%
- Option Year 1 Bid total - \$35,790.00

WHEREAS, the term of the contract is April 15, 2020 through April 14, 2022; and

WHEREAS, at this time, an additional increase in the amount of \$28,420 is needed to fulfill the remainder of the contract period which will bring the total value of the contract to \$100,000; and

WHEREAS, in lieu of a separate certification of funds, the maximum dollar value of this contract is \$100,000 as per NJAC 5:30-5.4(a) 3; and we are hereby certifying \$30,930 for 2020 and \$69,070 for 2021; and

WHEREAS, funding for this service shall come from the following budget accounts:

- 1-01-27-785-043 - \$4,000
- 1-05-55-510-544 - \$48,000
- 1-07-55-510-561 - \$12,000
- 1-07-55-510-564 - \$5,070

NOW THEREFORE BE IT RESOLVED by the Township Council that it does hereby authorize said increase in the amount of \$28,420.

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on November 9, 2021.

Michelle Masser, Township Clerk

REVISED
(Re-allocating funds)

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE
AWARDING A "NON-FAIR AND OPEN" VENDOR SERVICE CONTRACT PURSUANT TO THE
'PAY-TO-PLAY' LAW
(Commercial Recreation Specialists)**

WHEREAS, the Township of Mount Olive has a need to purchase a lightning detection system, inspection, repairs and various parts on a 'non-fair and open' contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, as a determination has been made as follows:

1. The known or estimated cost of the goods or service to be provided will exceed \$17,500;
2. Price quotes have been solicited and received from interested service providers;
3. The term of this contract is for calendar year 2021.
4. The required Business Entity Disclosure Certification form has been submitted and will be placed on file.
5. The contract will prohibit the vendor from making any reportable contributions through the term of the contract.

WHEREAS, pursuant to N.J.A.C. 5:30-5.4(a), the maximum dollar value of this contract shall be \$43,200; and the Chief Financial Officer hereby certifies the availability of funds; and

WHEREAS, funds for this contract shall be charged to the following accounts:

- #1-01-26-772-030 - \$1,000
- #1-01-26-772-089 - \$18,000
- #C-04-56-950-918 - \$15,000
- #C-04-56-950-917 - \$9,200

NOW THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mount Olive, in the County of Morris, State of New Jersey, that it does hereby approve the non-fair and open vendor service contract with Commercial Recreation Specialists as described herein; and

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on November 9, 2021.

Michelle Masser, Township Clerk

REVISED
(Increasing contract amount)

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE
AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR
LABOR ATTORNEY TO CLEARY, GIACOBBE, ALFIERI, JACOBS**

WHEREAS, on January 26, 2021 the Township Council approved Resolution 56 awarding a professional services agreement to Cleary Giacobbe Alfieri Jacobs, LLC for the year 1/1/21 – 12/31/2021 at the following rates:

- Attorneys \$170.00 per hour
- Paralegals \$ 90.00 per hour

WHEREAS, pursuant to N.J.A.C. 5:30-5.4(a), the maximum dollar value of this contract shall be \$50,000; and the Chief Financial Officer hereby certifies the availability of funds; and

WHEREAS, funds for this contract shall be charged to account # 1-01-20-712-102.

TOWNSHIP OF MOUNT OLIVE

Joseph Nicaastro, Council President

I hereby certify the above to be a true and correct copy of a resolution adopted at a legally convened meeting of the Mount Olive Township Council duly held on November 9, 2021.

Michelle Masser, Township Clerk

**A RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE, COUNTY OF MORRIS, STATE
OF NEW JERSEY, AUTHORIZING THE RELEASE OF BONDS AND ESCROW FOR SITE
IMPROVEMENTS IN CONNECTION WITH BLOCK 8400, LOT 11, SECTION 3A
(WOODFIELD)**

WHEREAS, on or about August 20, 20004, Kaplan Companies (the "Developer") entered into a Developer's Agreement with the Township of Mount Olive pursuant to Mount Olive Planning Board Resolution No. 02-06, adopted November 14, 2002, for development of Block 8400, Lot 11; and

WHEREAS, in 2016, the Developer requested release of bonds for the portion of the project that was more than 90% complete, conditioned on posting new bonds for the remaining improvement to be installed in Section 3A; and

WHEREAS, per correspondence dated November 10, 2016, the Township Engineer recommended release of the bonds for the completed portion of the project, conditioned upon submittal of a two-year maintenance bond in the amount of \$143,662.88 and submission of as-builts for the installed improvements; and

WHEREAS, the Township Engineer recommended that the Developer post a 10% cash bond in the amount of \$12,923.67, a 90% performance bond in the amount of \$116,313.03, and a 5% inspection escrow in the amount of \$6,461.84 for the remaining work in Section 3A; and

WHEREAS, per correspondence dated December 15, 2016, the Developer submitted a 10% cash bond in the amount of \$12,923.67, a 90% performance bond in the amount of \$116,313.03, and one-half of the 5% inspection escrow in the amount of \$3,230.92; and

WHEREAS, in accordance with a Second Amended Developer's Agreement authorized by the Township on December 20, 2016, the Township released the bonds as recommended by the Township Engineer; and

WHEREAS, the Developer has requested release of the remaining surety performance bond in the amount of \$116,313.03; and

WHEREAS, per correspondence dated November 4, 2021, the Township Engineer has recommended release of the bond in the amount of the performance bond, conditioned upon submittal of a two-year maintenance bond in the amount of \$19,385.50 (15% of the performance bond estimate); and

WHEREAS, the Township Attorney has reviewed this matter, found the release to be acceptable, and recommends that an escrow amount of \$1,000 be retained to cover engineering and legal costs that may arise during the maintenance period and project close out.

NOW THEREFORE BE IT RESOLVED by the Township of Mount Olive, in the County of Morris and State of New Jersey, as follows:

1. The 90% performance bond in the amount of \$116,313.03, the 10% cash bond in amount of \$12,923.67, and the remaining escrow balance, except for \$1,000 to cover engineering and legal costs that may arise during the maintenance period and project close out, shall be released to Developer conditioned upon submission of a two-year maintenance bond in the amount of \$19,385.50 (15% of the performance bond estimate) in a form acceptable to the Township Attorney.
2. This Resolution shall take effect immediately.

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on November 9, 2021.

Michelle Masser, Township Clerk

**A RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE, COUNTY OF MORRIS,
STATE OF NEW JERSEY, AUTHORIZING FIRST AMENDMENT TO AGREEMENT
OF SALE WITH GOLD MINE ROAD SOLAR, LLC**

WHEREAS, on December 3, 2019 the Township of Mount Olive adopted Resolution 365-2019, ratifying the sale of Tax Certificate 90-1S and authorizing an Agreement of Sale with Mt. Olive Combe Development LLC; and

WHEREAS, on January 9, 2020, Mt. Olive Combe Development LLC entered into a Memorandum of Assignment, under which it assigned the Agreement of Sale, including all of its terms, obligations and rights, to Gold Mine Road Solar, LLC; and

WHEREAS, Mt. Olive Combe Development LLC has fully complied with the Agreement of Sale and made all payments as required under its terms and conditions; and

WHEREAS, the Township and Gold Mine Road Solar, LLC have agreed to certain amendments to the Agreement of Sale regarding the payment schedule, and have memorialized same in a First Amendment to Agreement of Sale; and

WHEREAS, the amendments do not alter the total payment amount, and interest shall continue to accrue at 18%, with no waiver of interest penalties or payments that are due and outstanding.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of Mount Olive, in the County of Morris and State of New Jersey, as follows:

1. The Township hereby authorizes the First Amendment to Agreement of Sale with Gold Mine Road Solar, LLC, which agreement is attached hereto.
2. Interest shall continue to accrue at 18%, and there shall be no waiver of interest penalties or payments that are due and outstanding.
3. The Mayor and Clerk are hereby authorized and directed to execute the First Amendment to Agreement of Sale.
4. A copy of the First Amendment to Agreement of Sale shall be forwarded to Gold Mine Road Solar, LLC, c/o Steven P. Gouin, Esq., Giordano, Halleran & Ciesla, PC, 125 Half Mile Road, Suite 300, Red Bank, NJ 07701.

This Resolution shall take effect immediately.

TOWNSHIP OF MOUNT OLIVE

JOE NICASTRO

Mount Olive Township Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on November 9, 2021.

MICHELLE MASSER
Mount Olive Township Municipal Clerk

FIRST AMENDMENT TO AGREEMENT OF SALE

Tax Sale Certificate 90-1S
Block 4100, Lot 10
149 Gold Mine Road
Township of Mount Olive, County of Morris
State of New Jersey

THIS FIRST AMENDMENT TO AGREEMENT OF SALE (this "*Agreement*") is made this _____ day of November 2021 (the "*Effective Date*") between the Township of Mount Olive (the "*Township*") and Gold Mine Road Solar, LLC, a New Jersey limited liability company with an address c/o Steven P. Gouin, Esq., Giordano, Halleran & Ciesla, PC, 125 Half Mile Road, Suite 300, Red Bank, NJ 07701 (together with its assigns or designees, the "*Purchaser*").

Recitals

WHEREAS, the Township and Purchaser (as successor-in-interest to Mt. Olive Combe Development, LLC) previously entered into that certain Agreement of Sale dated December 4, 2019 (the "*Contract*"), whereby the Township agreed to sell to Purchaser and Purchaser agreed to purchase from Seller that certain Tax Sale Certificate 90-1S (the "*Tax Certificate*") pertaining to that certain real property designated as Block 4100, Lot 10 and more commonly known as 149 Gold Mine Road within the Township of Mount Olive, County of Morris, and State of New Jersey (the "*Property*"); and

WHEREAS, as of October 14, 2022, the parties estimate that the remaining Redemption Value, defined below is approximately Two Million, Fifteen Thousand, Two Hundred and Fifty and 99/100 Dollars (\$2,015,250.99); and

WHEREAS, the parties agree to provide for a revised payment schedule whereby the Redemption Value, which shall at all times be inclusive of any additional interest accruing on the Tax Certificate during the pendency of this Agreement, will be paid by Purchaser in three equal installments; and

WHEREAS, the parties desire to amend the Contract pursuant to the terms of this First Amendment;

NOW, THEREFORE, Purchaser and Seller, in consideration of the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, as well as the mutual promises and covenants contained in this First Amendment, intending to be legally bound, do hereby agree as follows:

1. Defined Terms; Conflict; Recitals. Any capitalized terms used in this First Amendment shall have the meanings ascribed to them in the Contract. In the event of a conflict between the terms of the Contract and this First Amendment, this First Amendment shall control. All of the recitals set forth above are hereby incorporated as if set forth at length in this paragraph.

2. Amendments to Contract.

(a) A new Paragraph 3(c) is added to the Contract and provides as follows:

“During the Foreclosure Period, the Parties have agreed, and implemented, a reversionary deed. The Parties acknowledge said deed is currently being held, by the Township, in escrow for the duration of the Foreclosure Period.”

(b) Paragraph 4(c) of the Contract is hereby deleted in its entirety.

(c) Paragraph 4(d) of the Contract is hereby deleted in its entirety and replaced with the following:

“As of October 14, 2022, the remaining Redemption Value of the Tax Certificate is approximately Two Million, Fifteen Thousand, Two Hundred and Fifty and 99/100 Dollars (\$2,015,250.99) (“*Redemption Value*”). Provided Purchaser has obtained the Foreclosure Judgment, then (1) by no later than November 15, 2021, the Purchaser shall pay to the Township an amount equal to one third (1/3) of the remaining Redemption Value; (2) within five (5) business days of the date that is no later than May 15, 2022, the Purchaser shall pay to the Township an amount equal to one half (1/2) of the remaining Redemption Value as of such date; and (3) by the date that is no later than November 15, 2022, the Purchaser shall pay to the Township an amount equal to the remaining Redemption Value as of such date (the “*Final Installment Payment*”). At any point, Purchaser may pre-pay any amount of the Redemption Value to the Township without penalty. All payments shall be paid in the form of cash, certified or bank check, or by federal funds wire transfer to the account of the Township as directed by the Township. With respect to the Redemption Value, Purchaser acknowledges that interest may continue to accrue on the Redemption Value of the Tax Certificate until such time as Final Payment is made to the Township. At such time of Final Payment, the lien secured by the Tax Certificate will be cancelled and the lien considered paid in full. The Tax Sale Certificate shall not be cancelled until the terms of this Agreement are satisfied and paid in full.

In the event that Purchaser fails to make the payments contemplated to satisfy the Redemption Value, it is specifically understood that interest will continue to accrue and penalties in accordance with the law may be imposed.

Notwithstanding the foregoing, any additional and perpetual tax payments contemplated under this Agreement, such as annual assessments and quarterly payments and any other payments intended within Article 4, shall remain in full force and effect and are not modified by this provision.”

(d) Paragraph 5(b) of the Contract is hereby deleted in its entirety and replaced with the following:

“(b) Foreclosure Judgment; Closing of Title. On the date that is no later than ten (10) business days following Purchaser’s payment of the Final Installment Payment, the Township shall provide the Purchaser with a quitclaim deed assigning to Purchaser all of the Township’s right, title, and interest in and to the Property, if any (the “*Title Closing*”). For avoidance of doubt, by no later than the Title Closing, provided the Township has received the Final Payment, the lien secured by the Tax Certificate shall be cancelled and the Tax Certificate shall be deemed to have been paid in full. On the date

of the Title Closing, the Township shall release the Quitclaim Deed to Purchaser and the Quitclaim Deed shall be deemed to be null, void, and of no further force and effect.”

3. Miscellaneous.

(a) This First Amendment shall be governed by and construed according to the laws of the State of New Jersey.

(b) Except as expressly modified by this First Amendment, the Contract is not modified and remains in full force and effect.

(c) This First Amendment may be signed in one or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed First Amendment and shall be considered a single document. Facsimile or electronic signatures shall be taken as originals.

Signature Page Follows.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first above written.

TOWNSHIP OF MOUNT OLIVE:

Name:
Title:
Date:

PURCHASER:

GOLD MINE ROAD SOLAR, LLC

By: _____
Name: Gary R. Cicero
Title: Managing Member

**RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE, IN THE
COUNTY OF MORRIS AND STATE OF NEW JERSEY, AUTHORIZING
THE TOWNSHIP ADMINISTRATOR TO PARTICIPATE IN A
SHERIFF'S SALE ON BEHALF OF THE TOWNSHIP**

WHEREAS, certain real property located in the Township of Mount Olive (the "Property") is scheduled to be auctioned off at an upcoming Morris County Sherriff's Sale, which sale the Township only recently became aware of; and

WHEREAS, the Township desires to participate in the Sherriff's Sale and potentially purchase the property to use for municipal purposes including, but not limited to, use as passive recreation open space; and

WHEREAS, due to the late notice of the sale, time is of the essence and there is insufficient time for Council to adopt an ordinance authorizing bidding on the Property; and

WHEREAS, to protect the Township's bidding position, the Council has been advised as to the property in question and relevant information regarding same; and

WHEREAS, twenty percent (20%) of the total bid price would be paid for using open space funds; and

WHEREAS, the CFO has certified that sufficient funds are available to pay for the remainder of the maximum bid price; and

WHEREAS, if the Township is successful in its bid, the Council will then consider adopting an ordinance for the acquisition of the Property, with full disclosure of the Property's address/location, which ordinance's public hearing will be duly noticed prior to Council's consideration; and

WHEREAS, the Mayor and Council desire to authorize the Township Administrator to bid on the Property in an amount not to exceed \$521,300.

NOW, THEREFORE, BE IT RESOLVED, that the Township Council of the Township of Mount Olive, in the County of Morris and State of New Jersey, as follows:

1. The Township Administrator is hereby authorized to participate in an upcoming Morris County Sherriff's Sale to bid on the Property located within the Township in an amount not to exceed \$521,300.
2. Twenty percent (20%) of the bid price shall be paid for using open space funds, which amount shall be excluded from the Bill's List.
3. Acquisition of the Property is conditioned upon adoption of an ordinance authorizing the acquisition of the Property, duly noticed public hearing, and full disclosure of the Property's address/location.

4. The Township Attorney is hereby authorized to proceed with any due diligence on the Property, including ordering an appraisal, title search, inspection of the property, and taking any other steps necessary to complete this purchase pending the passage of appropriate ordinances.

This Resolution shall take effect immediately.

TOWNSHIP OF MOUNT OLIVE

Joe Nicastro, Council President

I hereby certify the above to be a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on November 9, 2021.

Michelle Masser, Township Clerk

TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – November 9, 2021

REVISED 11/9/2021

OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE @ Work Session

ROLL CALL

APPROVAL OF MINUTES OF PREVIOUS MEETINGS – J. Ferrante

October 26, 2021 WS & PM

ROLL CALL

CORRESPONDENCE (6)

LETTERS FROM RESIDENTS/ORGANIZATIONS/OTHER TOWNS

1. Email received October 25, 2021, from NOFA-NJ regarding NOFA-NJ Weekly Email October 25, 2021.
2. Email received November 5, 2021, from NOFA-NJ regarding NOFA-NJ Weekly Email November 8, 2021.

RESOLUTIONS/ORDINANCES OTHER TOWNS

3. Land Use Ordinance received October 29, 2021, from Roxbury Township regarding Roxbury Land Use Ordinance No. 25-21 (adds a new definition of the term “warehouse”).

STATE AGENCIES

4. Letter of Interpretation received October 25, 2021, from NJDEP regarding Freshwater Wetlands Letter of Interpretation – Extension. File No.: 1427-09-008.1. Activity Number: FWW210001. Applicant: Steven Hunkele. Block: 4400 Lot: 85, Mount Olive Township, Morris County.

MORRIS COUNTY

5. Email received October 26, 2021, from Morris County regarding Morris County Planning Board Minutes.
6. Email received October 29, 2021, from Morris County regarding This Week in Morris County: Morris County Joins NY Jets in Head Start Playground Huddle.

ORDINANCES FOR PUBLIC HEARING: (None)

ORDINANCES FOR FIRST READING: (None) (2nd reading November 23, 2021)

TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – November 9, 2021

REVISED 11/9/2021

CONSENT RESOLUTIONS AGENDA: (14) – C. Labow

PUBLIC PORTION ON CONSENT RESOLUTIONS

1. A Resolution of the Township of Mount Olive, in the County of Morris and State of New Jersey, Appointing Mary Sherman as Municipal Court Administrator.
2. Resolution of the Township Council of the Township of Mount Olive Authorizing a Shared Service Agreement with Mine Hill Township for the Provision of Local Public Health and Nursing Services Pursuant to the Interlocal Services Act.
3. Resolution of the Township Council of the Township of Mount Olive Authorizing a Shared Service Agreement with Mine Hill Township for the Provision of Animal Control Officer Services and Municipal Humane Law Enforcement Officer Services Pursuant to the Interlocal Services Act.
4. Resolution of the Township of Mount Olive, County of Morris, State of New Jersey, Authorizing a Determination Regarding the Provision of Municipal Services to Properties Traversing the Municipal Boundary Line Between the Township of Roxbury and the Township of Mount Olive.
5. Resolution of the Township of Mount Olive Providing for the Transfer of 2021 Budget Appropriations for the Current Fund Budget. – **REVISED 11/9/2021**
6. Resolution of the Township Council of the Township of Mount Olive Authorizing Purchases Off New Jersey State Contracts Pursuant to N.J.S.A. 40A:11-12 For Calendar year 2021. (Dell)
7. Resolution of the Township Council of the Township of Mount Olive Authorizing the Use of Bergen County Cooperative Pricing System Contract for 2021. (Ben Shaffer Recreation, Inc.)
8. Resolution of the Township Council of the Township of Mount Olive Authorizing the Use of ESCNJ Cooperative Pricing Council Contract for 2021. (Imperial Copy Products, Inc.)
9. Resolution of the Township Council of the Township of Mount Olive Authorizing the Award of Contract to Garden State Laboratories for Bid #05-2020 Water Testing Services. (2020-2022) REVISED – Account Numbers
10. Resolution of the Township Council of the Township of Mount Olive Awarding a “Non-Fair and Open” Vendor Service Contract Pursuant to the “Pay-To-Play” Law. (Commercial Recreation Specialists) REVISED – Re-allocating funds
11. Resolution of the Township Council of the Township of Mount Olive Authorizing the Award of a Professional Services Agreement for Labor Attorney to Cleary, Jacobbe, Alfieri Jacobs. REVISED – Increasing contract amount

TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – November 9, 2021

REVISED 11/9/2021

12. A Resolution of the Township of Mount Olive, County of Morris, State of New Jersey, Authorizing the Release of Bonds and Escrow for Site Improvements in Connection with Block 8400, Lot 11, Section 3A. (Woodfield) – **REVISED 11/9/2021**
13. A Resolution of the Township of Mount Olive, County of Morris, State of New Jersey, Authorizing First Amendment to Agreement of Sale with Gold Mine Road Solar, LLC. (Block 4100, Lot 10 – 149 Gold Mine Road) – Combe Fill Solar Project.
14. Resolution of the Township of Mount Olive, in the County of Morris and State of New Jersey, Authorizing the Township Administrator to Participate in a Sheriff's Sale on Behalf of the Township. **ADDED 11/9/2021**

COUNCIL COMMENTS ON CONSENT RESOLUTIONS

ROLL CALL

RESOLUTIONS NON-CONSENT

PUBLIC PORTION ON INDIVIDUAL RESOLUTIONS

COUNCIL COMMENTS ON INDIVIDUAL RESOLUTIONS

ROLL CALL (NON-CONSENT)

MOTIONS – J. Mania

1. Bill List.

BEST PRACTICES CHECKLIST

ROLL CALL

ADMINISTRATIVE REPORTS

OLD BUSINESS

NEW BUSINESS

LEGAL MATTERS

COUNCIL REPORTS

Board of Education Liaison Report – **D. Amianda**

Senior Citizen Liaison – **D. Amianda**

Environmental Committee – **J. Ferrante**

TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – November 9, 2021

REVISED 11/9/2021

Lake Issues – **J. Ferrante**
Library Board Liaison – **J. Ferrante**
Open Space Committee Report – **C. Labow**
Board of Health Report – **C. Labow**
Stigma Committee – **C. Labow**
Legislative Committee Report – **J. Mania**
Planning Board Report – **J. Mania**
Economic Development Committee Report – **G. Stewart**
Community Action Panel Report – **G. Stewart**
Recreation Liaison Report – **A. Roman**

PUBLIC PORTION

COUNCIL COMMENTS

ADJOURNMENT