



**Mt. Olive Township Council  
Conference Meeting  
August 9, 2022**

**ITINERARY  
AMENDED 8/9/2022**

**PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION**

**OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT**

**ROLLCALL**

**Resolutions: (12)**

**1. Opposing the proposed rate increases to the State Health Benefits Program**

The State Health Benefits Commission is considering a blended premium increase of approximately 20% for 2023 which will impact public employees and taxpayers across the State.

**2. Authorizing the settlement of litigation entitled “Howard Schier v. Mount Olive Township and Mount Olive Planning Board,” filed in Federal District Court for the District of New Jersey, bearing civil action no. 2:19-CV-17705(JMV)(LDW)**

A settlement has been reached in reference to the 6 Red Maple Sober Living Facility.

**3. Authorizing a 2022 grant contract with Morris County Historic Preservation Trust for the Seward House – Construction Documents**

Mount Olive has been awarded \$50,560 to prepare and design the construction documents for interior restoration and rehabilitation of the Seward House. This includes restoration of historic features and finishes and installation of new utilities and lighting. The total project cost is approximately \$65,000 and the match will come from the NJ Historic Trust Fund.

**4. Authorizing a 2022 grant contract with Morris County Historic Preservation Trust for the Seward House – Construction**

Mount Olive has been awarded \$286,308 to continue construction on the exterior of the Seward House. This next phase includes restoring the masonry stucco finishes, carpentry of doors and windows and front and side porches. The total project cost is approximately \$700,000 and the match will come from the NJ Historic Trust Fund.

**5. Closing Rolling Hills Drive between Tall Oaks Lane and Connelly Avenue August 20, 2022, between 2:00 PM and 8:00 PM for the purpose of holding a block party (no rain date)**

A block party has been requested and reviewed by the Police Department requesting closure of Rolling Hills Drive between Tall Oaks Lane and Connelly Ave on August 20, 2022 between 2 pm and 8 pm with no objection.

**6. Requesting approval from the Division of Local Government Services for insertion of a specific item of revenue into the 2022 Municipal Budget (\$10,735.44 for National Opioid Settlement Grant)**

The Township has received its first allotment of the National Opioid Settlement in the amount of \$10,735.44 which needs to be inserted into the budget and approved by the DLGS. Over the next eighteen (18) years the balance of \$313,477.56 will be remitted and held in a separate account and used only for the permitted uses: implementing abatement strategies, evidence-based programs, training, etc.

**7. Authorizing the cancellation of taxes on 11 Oxford Road (Block 8200, Lot 28) for disabled Veteran declared 100% totally & permanently disabled by the Tax Assessor**

The property owner has been granted a full exemption from property taxes due to being declared a disabled Veteran. Property taxes will be cancelled from the effective date of June 1, 2022 in the amount of \$11,312.85.

**8. Authorizing the use of Open Space Funds for Phase I/II Environmental Site Assessments, Remedial Investigation and Reporting and Regulatory Closure at 5 Pondview Lane (First Environment) \*REVISED – Increasing contract amount and description**

The contract for First Environment to perform Environmental Site Assessments, Remedial Investigation and Reporting and Regulatory Closure at 5 Pondview Lane needs to be increased in response to recent findings obtained from the initial sampling. The final contact amount is \$33,711 and is an allowable expense covered by the Open Space Fund.

**9. Authorizing Participation in the American Rescue Plan Firefighter Grant**

The ARP Firefighter grant is a competitive grant that supports local and regional fire department by ensuring that they have proper fire protection, cleaning and sanitization equipment needed against the combined threats of COVID19 and the strain of emergency fire requests. A \$75,000 grant application will be submitted to carry out a project to fund firefighter protective clothing and equipment and a local match requirement of \$25,000.

**10. Waiving construction permit fees to Procomm Systems (or subcontractors) related to the Radio Upgrade Project at the Gail Drive Water Tank**

Procomm Systems will file for construction permits associated with a joint project between the Township and Board of Education. A written request to waive the permit fees to Procomm or their subcontractors associated with the project was received.

**11. Resolution of the Township Council of the Township of Mount Olive Authorizing the Renewal of Alcoholic Beverage licenses for the 2022-2023 Licensing Period. (Kennedy's Pub and Restaurant LLC)**

Because this license is in an "inactive status" a 12.39 special ruling was needed. The licensee submitted the appropriate paperwork to the Director of the Division of ABC. The Division has notified the Clerk's Office that we can proceed with renewal. All fees have been paid and they have obtained tax clearance.

**12. A Resolution of the Township of Mount Olive, in the County of Morris and State of New Jersey, Authorizing the Execution of a Contract and use of Open Space Funds for The Purchase 5 Pondview Lane (Block 6900, Lot 26) Located in the Township of Mount Olive, Morris County, New Jersey. Added 8/9/2022**

**Ordinance for First Reading: None**

**Ordinance for Second Reading: (3)**

**ORD.#22-2022      Amending Chapter 302 Property Maintenance to establish Article IV Vacant and Abandoned Properties, Property Registration Program, of the Township Code.  
Amended 8/9/2022**

The State passed a bill, A2877, which expands a municipality's power to regulate vacant and abandoned properties and creates increased liability for creditors of residential and commercial properties. The new procedural items are currently not listed in our ordinance which address the Abandoned Properties Rehabilitation Act (APRA). A2877 does not repeal or replace APRA. It provides a broader regulation and enforcement capability, and it is recommended to enact the ordinance to allow our enforcement official greater tools to pursue any and all violations that are present on a vacant or abandoned property.

**ORD.#23-2022      Amending section 3(f)(iv) of Bond Ordinance #6-2019 of the Township of Mount Olive, finally adopted March 6, 2019, as amended by ordinance #12-2022, adopted April 19, 2022 in order to include an additional project, decrease the useful life and revise the average useful life**

The Township needs to acquire a rescue boat for the Budd Lake Fire Department and storage & firearms equipment for the police range. There are additional funds left over from a prior ordinance which can be re-allocated.

**ORD.#24-2022      Amending Chapter 347, Streets and Sidewalks, of the Township Code to establish a limited reimbursement program for shade tree removal and sidewalk repair in the Clover Hill Development**

The Township would like to create a Clover Hill Shade Tree/Sidewalk Reimbursement program for residential property owners who have removed the shade trees and repaired the damage sidewalks at their own expense on or after January 1, 2018.

**OLD BUSINESS**

**NEW BUSINESS**

**PUBLIC PORTION**

**ADJOURN to Public Meeting**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT  
OLIVE OPPOSING THE PROPOSED RATE INCREASES TO THE STATE  
HEALTH BENEFITS PROGRAM**

**WHEREAS**, the State Health Benefits Program (SHBP), governed by N.J.S.A. 52:14-17.25 et seq., offers medical, prescription drug, and dental coverage to qualified state and participating local government public employees, retirees, and eligible dependents; and

**WHEREAS**, all SHBP plans are self-funded, meaning that the money paid out for benefits comes directly from a SHBP account funded by the state, participating local employers, and member premiums; and

**WHEREAS**, the Division of Pensions and Benefits is responsible for the daily administrative activities of the SHBP, and the State Health Benefits Commission is the executive organization responsible for overseeing the SHBP; and

**WHEREAS**, the State Health Benefits Commission, comprised of state officials and union representatives, annually considers the calendar year premium levels for the Local Government Employer Group of the SHBP based on recommendations found in the Rate Setting Recommendation Analysis of the Local Government Employee Group; and

**WHEREAS**, the proposed rate increases for the 2023 Local Government Employer Group included a 24% increase for Active Medical, a 3.7% increase for Active Pharmacy, a 15.6% increase in Early Retiree Medical, and a 0.7% increase for Medicare. Early Retiree Pharmacy has a 5.7% decrease; and

**WHEREAS**, the Department of Treasury has reported that rates for active members and early retirees would likely be increased between 12% - 20% across the various plans for the upcoming year; and

**WHEREAS**, such proposed exorbitant rate increases will fall upon the local property taxpayer along with the local public employees at a time where there is record inflation; and

**WHEREAS**, the proposed premium increase for most active employees will take thousands more out of their paychecks annually and lead to huge costs for local governments that will translate into higher property tax bills for struggling families; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Council of the Township of Mount Olive in the County of Morris does call upon the State Health Benefit Commission to reject the proposed rate increase; and

**BE IT FURTHER RESOLVED**, the Township Council of the Township of Mount Olive in the County of Morris urges the legislature to adopt legislation establishing an investigative committee with subpoena power to investigate the provenance of the proposed SHBP rate increases and delay the vote on any change to the rate for the 2023 Local Government Employer Group until a full investigation has been concluded; and

**BE IT FURTHER RESOLVED**, that the Township Council of the Township of Mount Olive in the County of Morris urges the legislature to adopt legislation expanding the composition of the State Health Benefits Commission to include representatives from both municipal and county governments and further urge the legislature to investigate allegations that an attempt to recover \$34 million which was paid to Horizon for a failed program to lower insurance costs was not carried through; and

**BE IT FINALLY RESOLVED**, that a copy of this resolution be forwarded to Governor Murphy, State Treasurer Muoio, Senate President Scutari, Assembly Speaker Coughlin, Senator Anthony Bucco, Assemblywoman Aura Dunn, Assemblyman Brian Bergen, Assemblyman Christian Barranco, and the New Jersey State League of Municipalities.

TOWNSHIP OF MOUNT OLIVE

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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 August 9, 2022.

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Michelle Masser, Township Clerk

**RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE, COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE SETTLEMENT OF NEW JERSEY DISTRICT COURT LITIGATION ENTITLED “HOWARD SCHIER V. MOUNT OLIVE TOWNSHIP AND MOUNT OLIVE PLANNING BOARD,” CIVIL ACTION NO. 2:19-CV-17705(JMV)(LDW).**

**WHEREAS**, Plaintiff Howard Schier, the owner of 6 Red Maple Lane in the Township of Mount Olive (the “Property”), filed a lawsuit in the Federal District Court for the District of New Jersey, Civil Action No. 2:19-CV-17705(JMV)(LDW), naming the Township of Mount Olive and the Mount Olive Township Planning Board as defendants, and alleging various federal and State claims (the “Litigation”); and

**WHEREAS**, the Litigation generally concerns allegations as to the Federal Fair Housing Act and federal and State Civil Rights Claims; and

**WHEREAS**, the parties to the Litigation now wish to amicably resolve the claims by way of a proposed settlement agreement, which imposes certain conditions as to Plaintiff’s use of the Property; and

**WHEREAS**, the Mayor and the Township Attorney have determined that the Settlement Agreement is in the best interest of the Township and recommend authorizing same; and

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

1. The Mayor is hereby authorized and directed to execute a Settlement Agreement in the matter of Howard Schier vs. the Township of Mount Olive et al., Civil Action No. 2:19-CV-17705(JMV)(LDW) resolving the said litigation, which Settlement Agreement is attached hereto and incorporated herein.
2. The terms and conditions of the Settlement Agreement remain subject to formal review and approval by the Mount Olive Township Planning Board as to the relevant land-use portions thereof, and shall be considered and voted on by the Planning Board at a “Whispering Woods” hearing, on prior notice to the public, tentatively scheduled for August 18, 2022; during said hearing Plaintiff Howard Schier will make application to the Planning Board for use variance relief and seek a reasonable accommodation from the Township’s Land Use ordinances, and which the public shall have the opportunity to be heard and participate in accordance with the Planning Board’s internal rules as to the orderly running of its public meetings and hearings.
3. A copy of this resolution and the Settlement Agreement shall be on file with the Township Clerk for public inspection and review.

4. This resolution shall take effect immediately.

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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 August 9, 2022.

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Michelle Masser, Township Clerk

## **FINAL SETTLEMENT AGREEMENT**

This Final Settlement Agreement ("Settlement Agreement") is made on this \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Plaintiff, Howard Schier and Red Maple House, LLC, d/b/a Cambridge Recovery Sober Living, a limited liability company registered in the State of New Jersey (collectively or individually, "Plaintiff") and Mount Olive Township ("Township") and Mount Olive Planning Board ("Board") (collectively the "Defendants") (each a "Party" and collectively, the "Parties").

### **BACKGROUND RECITALS**

1. Plaintiff is the owner of the property located at 6 Red Maple Lane, Block 4600, Lot 6.12 in the Township of Mount Olive (the "subject property").
2. The subject property is located in an R-1 residential zone where single-family residences are permitted uses. See Township Land Use Ordinance ("Ordinance") Section 550-101(E)(1)(a).
3. Plaintiff, through the entity which Schier has a controlling interest, Red Maple House, LLC, utilizes the subject property as a licensed Cooperative Sober Living Residence ("CSLR") as defined by N.J.A.C. 5:27-2.1 of the Department of Community Affairs' Regulations Governing Rooming and Boarding Houses, N.J.A.C. T. 5, Ch. 27, for men in recovery from drugs and alcohol. Plaintiff first became licensed as a CSLR on September 13, 2018.
4. Prior to Plaintiff becoming licensed as a CSLR, the Township Zoning Officer received complaints from concerned residents as to Plaintiff's use of the subject property. The Township Zoning Officer then investigated the matter and discovered marketing materials on Plaintiff's website (<https://www.cambridgerecoveryestates.com>), wherein Plaintiff advertised to the public that the property as a temporary living facility and a self-described a "halfway house" for persons involved in alcohol and drug recovery programs. As a result, on May 22, 2018 the Township Zoning Officer served Plaintiff with formal notice of an "unauthorized use," which explained that the conversion of the single-family dwelling at the subject property to a "halfway house" is not a permitted principal nor conditional use in the R-1 Residential Zone District applicable to the subject property, and requested Plaintiff bring the property into conformance with the Township's Land Use Ordinances.
5. On or about June 1, 2018, Plaintiff, through his counsel, submitted an application to the Board appealing the determination of the Zoning Officer, and sought an interpretation of the Township's Ordinance that the subject property's use as a CSLR falls within the definition of a "detached dwelling" pursuant to N.J.S.A. 40:55D-70(b) and therefore permitted in the R-1 residential zone. Alternatively, if the Board determined that the use is not within the ambit of a "detached dwelling" Plaintiff sought use variance relief to operate a CSLR at the subject property pursuant to N.J.S.A. 40:55D-70(d)(1) (collectively, the "Application").
6. The Board bifurcated the Application to address the appeal and request for interpretation first, considered the Application at public hearings which were held on September 13, 2018, March 21, 2019, and June 13, 2019 (collectively, the "Hearings").



7. Through the Application, Plaintiff requested that if the Board determined that the proposed use is not a permitted use, that the Defendants provide a reasonable accommodation to afford persons recovering from addiction, a recognized handicap under the Federal Fair Housing Amendments Act, an equal opportunity to reside at the subject property located in a single-family zone.
8. Over the course of the Hearings, Plaintiff testified and presented witnesses in support of the Application and the Board heard testimony from its professionals and the public.
9. The Board voted to unanimously deny the Application for interpretation on September 13, 2018, and denied Plaintiff's use variance application on June 13, 2019. The Board's findings of fact and decisions on the bifurcated Application were memorialized in Resolution 18-18 and Resolution 18-18 (collectively, the "Resolutions").
10. On September 6, 2019, Plaintiff filed a Verified Complaint in the United States District Court of the District of New Jersey (Civil Action No. 2:19-CV-17705) alleging, amongst other claims, that Defendants' actions, including the Board's denials constituted a violation of federal and state civil rights legislation including the federal Fair Housing Amendments Act (the "Litigation").
11. The Parties desire, without any admission of liability or wrongdoing whatsoever, to avoid the burden, expense and uncertainty associated with the Litigation, and for other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, to fully and finally settle and forever resolve all disputes, claims and causes of action that have been made or could have been made or brought in the Litigation up to the Effective Date (as that term is defined below) of this Settlement Agreement, subject to, and except as provided by, the terms and conditions set forth below.
12. The Parties wish to memorialize the terms of their agreement and to do so in this Settlement Agreement and by signing below, each acknowledge they are entering into this Settlement Agreement voluntarily and after consultation with counsel of their choosing.

### **TERMS AND CONDITIONS**

1. **Recitals.** The foregoing Recitals are expressly incorporated herein as part of the Settlement Agreement, and the Parties confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.
2. **Acknowledgment of Settlement.** The Parties acknowledge that: (i) the consideration set forth in this Settlement Agreement, which includes, but is not limited to, the Monetary Payment in Section 5 and the Non-Monetary Relief in Section 6 is in full settlement of all claims or losses of whatsoever kind or character that Plaintiff has or may ever have had, against the Defendants, including by reason of the Litigation; and (ii) by signing this Settlement Agreement, and accepting the consideration provided herein and the benefits of it, Plaintiff is giving up forever any right to seek further monetary or other relief from the other Party for any acts or omissions up to and including the Effective Date, as set forth in Section 20, including, without limitation, the Litigation.

3. **General Release.** Plaintiff Howard Schier, for himself and on behalf of his heirs, next of kin, beneficiaries, assigns, executors, executrices, administrators, administratrices, Red Maple House, LLC, Cambridge Recovery Sober Living, Red Maple House, Inc., HMS Solutions, LLC, and his and their respective other businesses, partnerships, proprietorships, corporations, companies, including any businesses operating under any legal alternative name, in which Plaintiff does hold or has ever held any interest in, and each of his and their respective predecessors, successors, designees, stakeholders, direct and indirect parent companies, direct and indirect subsidiary companies, companies under common control with any of the foregoing, affiliates, insureds, insurers, lienholders, creditors, trustees, legal representatives, and assigns, and his, its and their past, present, and future officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, assigns, and successors-in-interest, and all persons acting by, through, under, or in concert with them, and each of them jointly severally and/or individually (collectively referred to herein as "Plaintiff Releasors"), hereby forever release, waive and discharge the Township of Mount Olive, the Township of Mount Olive Planning Board, the Township Council of the Township of Mount Olive, the Township Zoning Officer and Planner, individually and in his official capacity, and the Township of Mount Olive and/or the Township of Mount Olive's past and present governmental boards, bodies, commissions, governmental divisions and subdivisions, departments and units, and each of its and their respective past and present elected and/or appointed officials, officers, mayors, council members, board members, members, partners, administrators, executives, managers, representatives, employees, agents, attorneys and other professionals, insurers and insurance carriers, interest holders, both individually and in their official capacities, and all persons acting by, through, under or in concert with them, and each of them, jointly, severally and collectively (hereinafter collectively "Defendant Releasees") for and from any and all known and unknown claims, counts, charges, complaints, grievances, liabilities, obligations, promises, agreements, controversies, demands, damages, actions, causes of action, suits, rights, costs, losses, debts, penalties, fees, wages, medical costs, injuries, pain and suffering, mental anguish, emotional distress, expenses (including attorneys' fees and costs actually or allegedly incurred), and punitive damages, and any/or other legal or equitable relief of any kind or nature whatsoever, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, matured or unmatured, suspected or unsuspected, arising in law or equity, which Plaintiff and/or Plaintiff Releasors has, have or could have brought against the Township, the Board and/or Defendant Releasees, jointly, severally and/or individually, whether or not apparent or yet to be discovered or which may hereafter develop, for or based upon any act, action, omission, inaction, transaction, occurrence, event, contract or any other thing whatsoever, including but not limited to such actions and/or inactions and omissions alleged or arising from the Litigation and the claims/counts alleged therein, from the beginning of time up to and through the Effective Date of this Agreement.

This Agreement further resolves any claim for relief that is, or could have been alleged, by Plaintiff and/or Plaintiff Releasors against Defendants the Township of Mount Olive, the Mount Olive Planning Board and Defendant Releasees, no matter how characterized, including, without limitation, compensatory damages, damages for breach of contract, bad faith damages, reliance damages, liquidated damages, damages for humiliation and embarrassment, punitive damages, costs, and attorneys' fees and costs related to or arising from the Litigation.

4. **No Outstanding or Known Future Claims or Causes of Action.** Each Party affirms that it has not filed with any governmental agency or court any type of action or report against the other Party, other than the Litigation, and currently knows of no existing act or omission by the other Party that may constitute a claim or liability excluded from the releases herein.

5. **Monetary Payment.** In consideration of the release set forth above, the Defendants agree to pay to the Plaintiff and his/its counsel the total sum set forth below:

(a) Defendant Township of Mount Olive shall pay a total of \$355,000 to Plaintiff, which amount shall fully resolve and satisfy all of Plaintiff's claims for monetary damages, inclusive of all claims for attorneys' fees and costs, in the Litigation, and any other claims for monetary damages and non-monetary relief that have been made or could have been made by Plaintiffs against Defendants, up to and including the Effective Date.

(b) Payment will be in the form of Certified Funds (or similarly guaranteed funds) or via wire transfer.

(c) Payment is conditioned on formal approval of this Agreement by the Township Council of the Township of Mount Olive, execution of this Agreement by Plaintiff, and ratification of this Agreement by the Board following notice and a public hearing in accordance with Section 6 below. Prior to payment and any hearing before the Board, Plaintiff shall execute and return to Defense Counsel (i) this Agreement; (ii) an agreed upon stipulation of dismissal of the Litigation with prejudice (which shall be held in escrow by Defense counsel and will not be filed until completion of the Board's approval as contemplated under Section 6(a) below); and (iii) Form W-9 and Child Support Judgment Search,

(d) Following Plaintiff's execution and return of this Agreement and the items listed with 5(c)(i)-(iii) above, and the Board's adoption of a memorializing resolution of approval, Defendant Township of Mount Olive shall be responsible to pay the entire sum of \$355,000 to Plaintiff's counsel within fourteen (14) days, excluding weekends and holidays from the Board's adoption of a memorializing resolution as contemplated by Section 6(a) wherein the Board ratifies the terms and conditions of this Agreement

6. **Non-Monetary Relief.** In consideration of the release set forth above, Plaintiff Howard Schier and Red Maple House, LLC, and the Township of Mount Olive agree, and the Board tentatively agrees to the following non-monetary conditions, subject to public presentation, a public hearing thereon, and a public vote by the Board as follows:

(a) Subject to the Board's approval and ratification of this agreement after a public hearing held on proper notice in compliance with requirements of the Municipal Land Use Law, the Open Public Meetings Act, and New Jersey legal precedent requiring that the terms of the proposed settlement of any land use dispute be subject to notice, a public hearing and public comment no differently than if the terms had been presented in an initial application for land use approval (commonly known as a "Whispering Woods hearing"); at which time and place the Board shall consider granting Plaintiff a reasonable

accommodation from the Township's zoning and land use ordinances under the Federal Fair Housing Amendments Act, a use variance pursuant to N.J.S.A. 40:55D-70d(1) to permit use of the subject property as a Cooperative Sober Living Residence as defined by N.J.A.C. 5:27-2.1. The Board's action shall be memorialized in a resolution as required by N.J.S.A. 40:55D-10g the Municipal Land Use Law.

**(b)** The maximum number of persons residing in the CSLR at the subject property at any given time shall not exceed seven (7) persons, inclusive of six (6) residents and either one (1) operator or Howard Schier as required by N.J.A.C. 5:27-2.1 et seq. If at the time of execution of this agreement, the total number of current residents exceed six (6) occupants such that the total number of persons occupying the subject property exceeds seven (7), Plaintiff shall not accept or admit any new residents for occupancy until the number of current resident occupants is reduced to six (6) residents and one (1) operator by attrition. However, in no event shall the total number of occupants exceed seven (7) persons after a period of ninety (90) days from when the Zoning Board of Adjustment approves of the Settlement regardless of the date a confirmatory resolution is adopted. The seven (7) person occupancy limit shall continue to run with the land and shall be binding upon Plaintiff Howard Schier, Red Maple House, LLC, and each of his/its successors-in-interest and/or title and/or assigns including any creditors, lienholders, and mortgagors and/or holders of title acquired by foreclosure, short-sale and/or sheriff's sale for so long as the Property is utilized as a CSLR.

**(c)** Howard Schier and Red Maple House, LLC is/are required to at all times maintain all CSLR owner and operator licenses applicable for the subject property as current and in good standing with the New Jersey Department of Community Affairs (DCA), Bureau of Rooming and Boarding House Standards or any successor State Agency, Bureau, Department, Office, and/or Division. Howard Schier shall produce a current copy of such owner and operator licenses to the Township initially at the time of execution of this agreement, and thereafter, annually within ten (10) business days of issuance of any and all license renewal by the DCA or other applicable State Agency, Bureau, Department, Office and/or Division. If Howard Schier and Red Maple House, LLC shall fail to produce the license within the time period outlined herein, it shall not constitute an automatic default of this Agreement. The Township may request all updated licenses at any time, which shall be provided by Howard Schier and Red Maple House, LLC within five (5) business days after the request is made.

**(d)** Each operator of the CSLR at the subject property must at all times maintain a current and valid CSLR operator license with the DCA. Upon execution of this Agreement, Howard Schier shall be required within five (5) business days to provide to the Township with the name and contact information for the current operator. Thereafter, Howard Schier shall be required to keep the contact information for the operator on file with the Township current. If at any time the operator changes, Howard Schier shall within five (5) business days provide updated contact information for the operator to the Township. When the contact information for the operator is provided to Township, it shall be accompanied by an acknowledgment in a form annexed hereto as Exhibit A setting forth the obligations of the operator.

(e) Each operator shall be required to pass a Criminal History Background Check and shall not have a disqualifying criminal conviction. If the operator is recovering from drug/alcohol addiction, he/she shall be required to abstain from the use of alcohol and drugs, and shall currently be leading a drug and alcohol-free sober lifestyle for at least one (1) continuous year prior to becoming operator. Each operator shall not have a disqualifying criminal conviction, exclusive of non-violent drug-related offenses. Each operator shall be qualified as a Certified Peer Recovery Specialist, or be in the process of training to become a Certified Peer Recovery Specialist.

(f) A gated stockade privacy fence of 6 feet in height shall be installed by Plaintiff around the entire rear yard of the subject property at the cost of Plaintiff within 90 days of issuance of a memorializing resolution by the Board authorizing the settlement.

(g) Howard Schier and the operator will ensure that each resident follow the CSLR House Rules, requiring residents (i) to never consume, possess or be under the influence of drugs and/or alcohol, either on or off premises; (ii) to be sober and maintain a drug and alcohol-free lifestyle; (iii) to never store, transport, buy, sell, gift or transfer drugs and/or alcohol indirectly or directly, whether on or off premises; (iv) to attend addiction/recovery meetings, such as Northern New Jersey Alcoholics Anonymous, Narcotics Anonymous, and related organizations no less than at least twice weekly; and (v) for residents under age 65, to be either gainfully employed, actively seeking gainful employment, actively enrolled in in a GED program, actively enrolled in a job training program, actively enrolled in a post-secondary education school, or any combination of the above, , unless medically incapable of doing so as determined by a licensed medical professional.

(h) Plaintiff shall establish mandatory admissions criteria for prospective residents, which such criteria shall require each prospective resident to successfully complete an inpatient rehabilitation program with discharge occurring no more than three (3) calendar days preceding admission to the CSLR or direct relocation from another CSLR.

(i) Plaintiff will maintain (or amend if necessary) his/its House Rules of the CSLR to state that any resident shall be immediately removed (within approximately 1 hour) upon Plaintiff or the operator learning that the resident, while residing at the subject property, was charged during that period of residency with any of the following:

- (i) a petty disorderly persons offense or greater involving property located in the development where the Home is located or a petty disorderly persons offense or greater involving a criminal act against the person;
- (ii) a petty disorderly persons offense or greater involving a resident or guest of a resident involving a criminal act against the person or property;
- (iii) a petty disorderly persons offense or greater involving alcohol or drugs;  
or
- (iv) driving while intoxicated.

**(j)** Plaintiff shall conduct criminal history checks of all applicants who apply to be residents of the CSLR. Plaintiff shall maintain the results of such criminal history checks only for those persons accepted as a resident of the CSLR.

**(k)** No prospective resident or actual resident shall be permitted to occupy the subject property if a criminal history check reveals that the prospective resident or actual resident is subject to a lifetime registration requirement on a state sex offender registry, or has a record of criminal conviction for: (i) drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally assisted housing; (ii) murder; (iii) aggravated sexual assault; (iv) kidnapping; (v) arson; (vi) human trafficking, (vii) sexual assault; (viii) endangering the welfare of a child in violation of N.J.S.A. 2C:24-4(b)(3); (ix) any crime that requires lifetime state sex offend registration; (x) any conviction of any 1<sup>st</sup> degree indictable offense, or release from prison for that offense, within the past six (6) years; (xi) any conviction for a 2<sup>nd</sup> or 3<sup>rd</sup> degree indictable offense, or release from prison for that offense, within the past four (4) years, (xii) any conviction for a 4<sup>th</sup> degree indictable offense, or release from prison for that offense, within the past 1 year, so long as the offense does not relate to a non-violent drug offense.

**(l)** Consistent with law, Plaintiff shall randomly conduct drug tests of residents. Plaintiff is not obligated to maintain any results of such tests and Defendants shall have no right to review the results.

**(m)** Plaintiff will amend the House Rules of the subject property to provide that it may withdraw an offer or decline to accept an applicant based upon his criminal record or open charges upon a finding in the Plaintiff's sole discretion that rejecting the applicant is necessary to ensure the safe and efficient operation of the subject property as a CSLR.

**(n)** The House Rules shall state that any resident who, while residing at the subject property, is found to have used or be in possession of alcohol or drugs (non-prescribed) shall be immediately removed from the subject property. Plaintiff shall have four hours to have the resident removed to ensure the resident's family can be contacted and the resident can be referred to family or treatment. The resident may be referred to treatment and if he successfully completes said treatment, the resident may return to the subject property in the Plaintiff's discretion.

**(o)** On street parking shall comply with the Residential Site Improvements Standards ("RSIS"). However, if the RSIS allows for two or more on-street spaces, Plaintiff agrees to limit the number of vehicles parking on-street to two (2) vehicles. The on-street parking spaces for such vehicles shall be located directly in front of the subject property, to the immediate left-and right-sides of the driveway leading to the subject property. Vehicles shall be parked on-street in a manner that allows for safe egress/ingress to-and-from the subject property, safe traverse of vehicular and pedestrian traffic along Red Maple Lane, and shall not otherwise impede or obstruct the orderly flow of traffic. In the event of a snow storm and/or scheduled/emergency roadwork, Plaintiff shall promptly arrange for alternative off-street parking at another location, and shall cooperate with the Township so that the roadwork, snow clearing/plowing and salting can be appropriately and properly performed in a timely manner.

(p) The House Rules shall require residents to abide by a reasonable curfew of 11 p.m., which shall be subject to reasonable modification in Plaintiff's discretion to meet the unique needs of a specific resident for the resident's work demands or family obligations.

(q) The Township will not unreasonably interfere with the use and enjoyment of the subject property by Plaintiff or any resident. However, Plaintiff, the operator(s) and all residents each recognize and understand that they have an obligation to be good neighbors and members of the community and shall not engage in any conduct that violates any State and local laws, including conduct constituting any noise violation or any breach of peace and good order of the community.

(r) If any appeal or challenge is filed by any non-party to this Settlement Agreement with respect to this Settlement Agreement, including any appeal or challenge to the public hearing referenced in Section 6(a) or the enforcement of any conditions herein, Defendant agrees to defend this Settlement Agreement at its sole cost and expense with respect to any appeal or challenge to the conditions herein or the enforcement thereof, and/or any decision rendered following the hearing referenced in Section 6(a), with Plaintiff's full cooperation. The Parties further agree to continue to implement the terms of this Settlement Agreement unless and until an appeal is successful. This provision shall not apply if Plaintiff is named in any lawsuit not related to the Settlement Agreement.

7. **Enforcement.** In consideration of the release set forth above, the Parties agree to the following enforcement mechanisms with respect to this Settlement Agreement:

(a) In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to resolve the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

(i) The Township shall designate an official or employee whom Plaintiff may consult in the event Plaintiff has a question or disagreement arising from or relating to this agreement as set forth above.

(b) If any party believes that a breach of this Settlement Agreement has occurred, the non-breaching party must advise the alleged breaching party by certified mail of the violation pursuant to Section 12 below, with specificity. The Parties shall meet within 10 days of the receipt of the notice to discuss the alleged noncompliance, and shall be allowed 30 days to cure the alleged violation upon receipt of the notice.

(c) Any controversy or claim arising out of or relating to this Settlement Agreement, including an alleged breach thereof which has not been cured, shall be submitted to and resolved by final and binding arbitration governed by the New Jersey Arbitration Act and any arbitration shall be held in Mount Olive, New Jersey, unless the Parties mutually agree to another location.

(d) Each Party shall be responsible to share equally in and to each pay fifty percent (50%) of the costs of arbitrator fees and expenses, and any other costs unique to the arbitration hearing, excluding fees and costs of any experts and attorneys' fees. With respect to attorney's fees and expert costs, each party shall be solely responsible for its/his own costs and fees incurred for attorneys and expert fees and costs, and shall not be responsible for any attorneys' fees and expert costs incurred by the other party.

(e) Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from the District Court of New Jersey any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal or pending the arbitral tribunal's determination of the merits of the controversy.

(f) Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of documents relevant to the issues or any defense. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator which determination shall be conclusive. All discovery shall be completed within 35 days following the appointment of the arbitrator(s). The Plaintiff shall not be obligated to disclose any resident information protected as confidential under any applicable federal or New Jersey law unless ordered to do so by the arbitrator. In the event any resident information is ordered to be disclosed, it shall only be disclosed under a confidentiality order and with redactions to be reviewed by the arbitrator in camera, with sufficient detail provided to the Township to enable the Township to determine the nature and extent of any claimed privilege or protection against disclosure.

(g) At the request of a party, the arbitrator(s) shall have the discretion to order examination by deposition of witnesses to the extent the arbitrator deems such additional discovery relevant and appropriate. All objections are reserved for the arbitration hearing except for objections based on privilege and proprietary or confidential information.

(h) Any award in an arbitration initiated under this clause shall be limited to monetary damages, injunctive relief, and specific performance/enforcement of the term(s) and conditions of this Settlement Agreement. In the event of a willful violation of the terms and conditions of this Agreement by Plaintiff for failure to abide by the residency occupancy limit, or the requirement that residents maintain a drug and alcohol-free environment at the subject property, shall be grounds for liquidated damages up to the amount of the agreed upon settlement sum set forth herein at Section five (5). However, in no event shall the use variance referenced in Section 6(a) be revoked or rescinded.

(i) Any party may ask a court to stay any court proceeding to compel arbitration under this Settlement Agreement and to confirm, vacate, or enforce an arbitration award.

8. **Right of First Refusal and Option to Purchase.** Howard Schier hereby grants to the Township the right of first refusal and option to purchase the subject property. If at any time Howard Schier decides to sell the subject property, seeks to transfer title to the subject property,



or receives a bona fide offer for the sale of the subject property, Howard Schier agrees not to accept the offer to sale, transfer title, enter into a contract of sale, or otherwise sell the subject property without first giving the Township the option to acquire and purchase the subject property upon the same terms and conditions contained in such bona fide offer of purchase. Howard Schier agrees to give the Township notice in writing by registered mail of the terms and conditions of such offer. The Township shall have sixty (60) calendar days after the date of receipt of such notice from Howard Schier to exercise the Township's right of first refusal and option to purchase the subject property upon the same terms and conditions as those proposed to Howard Schier by the prospective purchaser of the subject property. If the Township fails exercise its right of first refusal and enter into a bona fide contract upon the same terms and conditions as those proposed to Howard Schier by the prospective purchaser of the subject property, Howard Schier shall have the right, and shall be at liberty to make a contract for the sale of the subject property to the prospective purchaser.

9. **Non-Disparagement.** The Parties mutually agree not disparage or encourage others to disparage any other party to this agreement, including, but not limited to, any current or former resident, employees, members, agents, board member, officers, directors, stockholders, attorneys, attorneys-in-fact, agents, servants, representatives, employees, subsidiaries, affiliates, member companies, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated and their heirs, assigns and successors.

For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the business condition, integrity, competence, or good character of the person or entity to whom the communication relates.

**Nothing in this Section shall prevent any party from publicly stating that the Parties have "amicably resolved all differences."**

10. **Attorney's Fees and Costs.** Except as otherwise provided herein, it is the intention of the Parties that there shall be no fee shifting as a result of the Litigation or entry into this Settlement Agreement, and Plaintiff and Plaintiff's legal representatives hereby agree that they shall not seek attorneys' fees, professional fees, and costs of suit from the Township, the Board and Defendant Releasees.

11. **Tax Consequences.** Defendants make no representations or warranties regarding any federal, state, or local tax consequences of the Settlement Payment. Defendants shall not be responsible for any such tax liability, interest, or penalty incurred by any Plaintiff which in any way arises out of or is related to the Settlement Payment. Plaintiffs acknowledge that they have not relied upon any advice from Defendants or its agents, employees or representatives, concerning the taxability of the Settlement Payment. Plaintiffs agree to hold harmless and indemnify Defendants from any tax, withholding liability, fine, or penalty that may be incurred as a result of the Settlement Payment, and expressly agree to assume all tax responsibility for such payment.

12. **Fair Construction.** The Parties acknowledge this Settlement Agreement is the product of joint negotiation and input by and among the Parties' and as such the language of all parts of this

Settlement Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against any party.

13. **Choice of Law and Forum Selection.** The Parties agree that New Jersey law shall govern the interpretation and enforcement of this Settlement Agreement. Any dispute arising out of this Settlement Agreement shall be resolved by arbitration as set forth in Section 7. In the event a party has to seek court support, including but not limited to the compelling of arbitration or in enforcing or reviewing an arbitration award, the litigation shall be filed in the District Court of New Jersey and the Parties herein acknowledge their consent to the jurisdiction of said court by executing this Settlement Agreement. Furthermore, the Stipulation of Dismissal shall provide that the District Court is retaining jurisdiction to enforce the terms of this Settlement Agreement.

14. **Notice.** Any notices or communications required to be given under this Settlement Agreement shall be made in writing, signed by or on behalf of the party giving such notice or communication, and shall be hand delivered or sent, postage prepaid, by Federal Express or similar overnight delivery, or by Registered or Certified Mail, Return Receipt Requested, with a copy by email if feasible, as follows:

**If to Plaintiff:**

Howard Schier  
6 Red Maple Lane  
Mount Olive Township, New Jersey 07836

**With a copy to:**

Nehmad Davis & Goldstein  
Attn: Keith A. Davis  
4030 Ocean Heights Avenue, New Jersey  
Egg Harbor Township, NJ 08234  
Email: [kdavis@ndglegal.com](mailto:kdavis@ndglegal.com)

**If to Mount Olive Township**

Andrew Tatarenko  
Business Administrator  
Township of Mount Olive  
204 Flanders-Drakestown Road  
Budd Lake, New Jersey 07828

**With a copy to:**

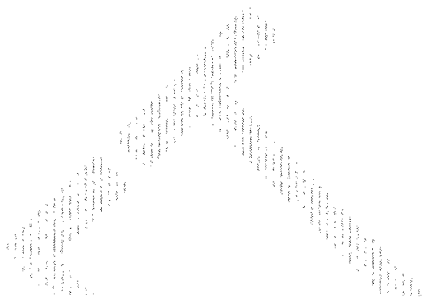
Township Clerk,  
Township of Mount Olive  
204 Flanders-Drakestown Road  
P.O Box 450  
Budd Lake, New Jersey 07828

**If to Mount Olive Planning Board**

Planning Board Secretary  
Mount Olive Township  
Planning & Zoning Department  
204 Flanders-Drakestown Road  
Mount Olive, New Jersey 07828

**With a Copy to:**

Fred C. Semrau, Esq.  
Dorsey & Semrau, LLC  
714 Main Street  
Boonton, New Jersey 07005  
[fsemrau@dorseysemrau.com](mailto:fsemrau@dorseysemrau.com)



15. **Acknowledgement.** This Settlement Agreement is entered into without force or duress, in the free will of the Parties, and for consideration. All Parties acknowledge that they have not entered into this Settlement Agreement in reliance upon any inducement or promise not otherwise set forth herein. The Parties have consulted with counsel regarding the terms of this Settlement Agreement and have resolved any questions they may have had as to the meaning, effect or interpretation of this Settlement Agreement. The decision of the Parties to execute this Settlement Agreement is a fully informed decision.

16. **Integration.** This Settlement Agreement comprises the entire agreement between the Parties and supersedes any and all prior oral and written agreements between them except that upon completion of the hearing described in 6(a) above any Resolution issued by the Board shall be deemed incorporated by reference as if same is fully integrated as part of this Settlement Agreement. This Settlement Agreement may not be altered, amended, or modified except by a further writing signed by the Parties. This Settlement Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

17. **Waiver.** No waiver of a breach of any provision of this Settlement Agreement shall be construed to be a waiver of any breach of any other provision of this Settlement Agreement or of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Settlement Agreement shall be construed to be a waiver of such breach.

18. **Authority to Settle.** Each Party represents and warrants that the person signing this Settlement Agreement has authority to bind the Party and enter into the Settlement Agreement on behalf of said Party.

19. **Headings.** The headings used in the foregoing Sections are for convenience only and shall not be used in the interpretation of this Settlement Agreement.

20. **Additional Documents.** All parties agree to cooperate fully and execute any and all supplementary documents, including a Stipulation of Dismissal, and to take all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

21. **Effective Date.** The Effective Date of this Settlement Agreement is the date upon which all Parties have signed the Settlement Agreement and as ratified by the Board within a memorializing resolution, as set forth in Section 6 above.

22. **Signatures.** This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument. Electronic signatures are acceptable.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the Parties hereto have caused this Settlement Agreement to be executed as of the date(s) set forth below.

**HOWARD SCHIER**

On behalf of himself and as authorized representative  
for Red Maple House, LLC, d/b/a Cambridge  
Recovery Sober Living

\_\_\_\_\_  
Dated: \_\_\_\_\_

STATE OF NEW JERSEY )

) SS,

COUNTY OF MORRIS )

I CERTIFY that on \_\_\_\_\_, 2022, \_\_\_\_\_,  
personally came before me and stated to me and did make proof to my satisfaction that this person:

- (a) He was the maker of this Settlement Agreement;  
(b) Was authorized to and did execute this instrument on his own behalf and as a principal and/or authorized representative of Red Maple House, LLC d/b/a Cambridge Recovery Sober Living LLC, the entity named in this Settlement Agreement; and  
(c) voluntarily executed this Settlement Agreement on his own behalf and as a principal and authorized representative on behalf of Red Maple House, LLC, d/b/a Cambridge Recovery Sober Living.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires

**MOUNT OLIVE TOWNSHIP**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF NEW JERSEY    )  
  ) SS,  
COUNTY OF MORRIS        )

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires

**MOUNT OLIVE PLANNING BOARD**

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

STATE OF NEW JERSEY    )  
  ) SS,  
COUNTY OF MORRIS        )

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
MOUNT OLIVE AUTHORIZING A 2022 GRANT CONTRACT WITH MORRIS  
COUNTY HISTORIC PRESERVATION TRUST FOR THE SEWARD HOUSE –  
CONSTRUCTION DOCUMENTS**

**WHEREAS**, grantee has made application to the county for financial assistance under the County Historic Preservation Trust Fund Program hereinafter “Program”; and

**WHEREAS**, the County has reviewed said application and has found it to be in conformance with the scope and intent of the program’s rules and regulations and has approved grantee’s request for funding; and

**WHEREAS**, the grantee is an eligible applicant in accordance with the guidelines; and

**WHEREAS**, the project, located at Block 7600 Lot 71 on the tax map of Mount Olive Township, is on or has been deemed eligible for listing on the New Jersey Register of Historic Places; and

**WHEREAS**, the grantee owns the property and has the granted permission to submit the application; and

**WHEREAS**, the project application has been reviewed and recommended for an award by the Morris County Historic Preservation Trust Fund Review Board.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Mount Olive that it does hereby authorize consideration of the award for funding, and in accordance with the application heretofore files, the county and grantee agree to perform in accordance with the terms and conditions set forth in this grant agreement, herein after referred to as “Agreement”.

TOWNSHIP OF MOUNT OLIVE

\_\_\_\_\_  
Joe Nicastro, Council President

I hereby certify that the above is a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on August 9, 2022.

\_\_\_\_\_  
Michele Masser, Township Clerk



**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
MOUNT OLIVE AUTHORIZING A 2022 GRANT CONTRACT WITH MORRIS  
COUNTY HISTORIC PRESERVATION TRUST FOR THE SEWARD HOUSE -  
CONSTRUCTION**

**WHEREAS**, grantee has made application to the county for financial assistance under the County Historic Preservation Trust Fund Program hereinafter “Program”; and

**WHEREAS**, the County has reviewed said application and has found it to be in conformance with the scope and intent of the program’s rules and regulations and has approved grantee’s request for funding; and

**WHEREAS**, the grantee is an eligible applicant in accordance with the guidelines; and

**WHEREAS**, the project, located at Block 7600 Lot 71 on the tax map of Mount Olive Township, is on or has been deemed eligible for listing on the New Jersey Register of Historic Places; and

**WHEREAS**, the grantee owns the property and has the granted permission to submit the application; and

**WHEREAS**, the project application has been reviewed and recommended for an award by the Morris County Historic Preservation Trust Fund Review Board.

**NOW, THEREFORE BE IT RESOLVED** by the Township Council of the Township of Mount Olive that it does hereby authorize consideration of the award for funding, and in accordance with the application heretofore files, the county and grantee agree to perform in accordance with the terms and conditions set forth in this grant agreement, herein after referred to as “Agreement”.

TOWNSHIP OF MOUNT OLIVE

\_\_\_\_\_  
Joe Nicastro, Council President

I hereby certify that the above is a true copy of a resolution passed by the Mount Olive Township Council at a duly convened meeting held on August 9, 2022.

\_\_\_\_\_  
Michele Masser, Township Clerk

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF MOUNT OLIVE  
CLOSING ROLLING HILLS DR BETWEEN TALL OAKS LN AND CONNELLY AVE  
AUGUST 20<sup>TH</sup> 2022, BETWEEN 2 PM AND 8 PM  
FOR THE PURPOSE OF HOLDING A BLOCK PARTY  
(RAIN DATE - NONE)**

**WHEREAS**, the Township's Police Department advises the resident of 76 Connelly Ave has requested closure of Rolling Hills Dr, specifically between Tall Oaks Ln and Connelly Ave, on August 20<sup>th</sup>, 2022, for the purpose of holding a block party between the hours of 2 pm and 8 pm; and

**WHEREAS**, the resident has petitioned the residents that may be affected by such a closure and has returned a signed petition indicating a majority of the residents are in favor of the closure; and

**WHEREAS**, the Mount Olive Police Department indicates this request is justified and state their approval for this request.

**NOW THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Olive that it does hereby authorize the closure of Rolling Hills Dr on August 20<sup>th</sup>, 2022, from 2 pm to 8 pm for the purpose of having a block party.

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Joe Nicaastro  
Council President

I, HEREBY CERTIFY the foregoing to be a true copy of a resolution adopted by the Mount Olive Township Council at a duly convened meeting held on August 9, 2022.

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Michelle Masser  
Township Clerk

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
MOUNT OLIVE REQUESTING APPROVAL FROM THE DIRECTOR OF THE  
DIVISION OF LOCAL GOVERNMENT SERVICES FOR INSERTION OF A  
SPECIFIC ITEM OF REVENUE INTO THE 2022 MUNICIPAL BUDGET  
(\$10,735.44 for NATIONAL OPIOID SETTLEMENT GRANT)**

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or 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, said Director may also approve the insertion of an item of appropriation for an equal amount, and

NOW, THEREFORE BE IT RESOLVED that the Township Council of the Township of Mount Olive hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the 2022 budget in the sum of \$10,735.44 which will be available as a revenue from:

National Opioid Settlement Grant

BE IT FURTHER RESOLVED that a like sum of \$10,735.44 be and the same is hereby appropriated under the caption of:

National Opioid Settlement Grant

BE IT FURTHER RESOLVED that the Chief Financial Officer is hereby direct to send 2 copies of this resolution to the Director of Local Government Services.

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Joseph Nicaastro  
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 held on August 9, 2022.

---

Michelle Masser  
Township Clerk

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE  
TOWNSHIP OF MOUNT OLIVE TO CANCEL TAXES ON BLOCK 8200,  
LOT 28 FOR DISABLED VETERAN DECLARED 100% TOTALLY &  
PERMANENTLY DISABLED BY THE TAX ASSESSOR**

**WHEREAS**, the property owner of Block 8200, Lot 28, 11 Oxford Rd, has been granted a full exemption from property taxes by the Tax Assessor effective June 1, 2022, date of application made; and

**WHEREAS**, the homeowner was declared by the Veteran's Administration to be 100% totally and permanently disabled due to a wartime service-connected disability.

**WHEREAS**, it is the opinion of the Tax Collector and the Tax Assessor that the balance of 2022 taxes be canceled effective June 1, 2022.

**NOW, THEREFORE BE IT RESOLVED**, that the 2022 property taxes in the amount of \$11,312.85 are hereby cancelled and that the Tax Collector be relieved of the collection of same.

**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 August 9, 2022.

\_\_\_\_\_  
**Michelle Masser**  
**Township Clerk**

**REVISED**  
**(Increase in Contract Amount & Description)**

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE  
AUTHORIZING THE USE OF OPEN SPACE FUNDS FOR PHASE I/II ENVIRONMENTAL SITE  
ASSESSMENTS, REMEDIAL INVESTIGATION AND REPORTING AND REGULATORY  
CLOSURE AT 5 PONDVIEW LANE  
(First Environment)**

**WHEREAS**, on December 21, 2021 the Township Council approved Resolution 359 awarding a contract to First Environment to conduct Phase I/II Environmental Site Assessments at 5 Pondview Lane in an amount not to exceed \$15,896; and

**WHEREAS**, in response to the recent findings obtained at 5 Pondview Lane, additional sampling is required; and

**WHEREAS**, First Environment submitted a two (2) supplemental proposal to conduct additional work in accordance with the requirements of the Site Remediation Reform Act (SRRA) and the New Jersey Department of Environmental Protection (NJDEP) Technical Requirements for Site Remediation (TRSR) and the NJDEP Administrative Requirements for the Remediation of Contaminated Sites (ARRCS); and

**WHEREAS**, the estimated cost of the additional work is \$7,650 & \$10,165 respectively; and

**WHEREAS**, such award of contract shall be made as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, the Township Council of the Township of Mount Olive has determined and certified in writing that the estimated value of this contract will exceed \$17,500; and

**WHEREAS**, First Environment has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in Mount Olive Township in the previous one year, and that the contract will prohibit it from making any reportable contributions through the term of the contract; and

**WHEREAS**, pursuant to N.J.A.C. 5:30-5.4(a), the maximum dollar value of this contract shall be \$33,711 and the Chief Financial Officer hereby certifies the availability of \$33,711 for 2022; and

**WHEREAS**, this is an allowable expense that can be covered by the Open Space Trust Fund and whereas there is funding available; and

**WHEREAS**, funds for this service shall come from account #2-29-55-900-002; and

**NOW, THEREFORE BE IT RESOLVED** by the Township Council, Township of Mount Olive that it does hereby authorize the additional work in the amount of \$17,815; and

**BE IT FURTHER RESOLVED** that the Business Entity Disclosure Certification be placed on file with this resolution; and

**BE IT FURTHER RESOLVED** that a notice of this action shall be printed once in the official Township Newspaper.

TOWNSHIP OF MOUNT OLIVE

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Joseph 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 August 9, 2022.

---

Michelle Masser, Township Clerk

**RESOLUTIONS OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT OLIVE  
AUTHORIZING PARTICIPATION IN THE AMERICAN RESCUE PLAN FIREFIGHTER GRANT**

**WHEREAS**, the American Rescue Plan Firefighter Grant is a competitive grant that supports local and regional fire department firefighters by ensuring that they have proper fire protection, cleaning, and sanitization equipment; and

**WHEREAS**, ensuring that firefighters are properly protected against the combined threats of the COVID-19 virus and the strain of emergency fire requests is vital given the current stress on communities confronting the pandemic; and

**WHEREAS**, access to funding to purchase the appropriate gear, clothing, and equipment is critical for mental and physical health, particularly for those fire departments with large numbers of volunteers; and

**WHEREAS**, the Township of Mount Olive desires to apply for and obtain a grant from the New Jersey Department of Community Affairs for approximately \$75,000 to carry out a project to fund firefighter protective clothing and equipment; and

**WHEREAS**, the grant requires a local match in which the Township of Mount Olive will contribute to 25% of the project, totaling a project cost of \$100,000; and

**BE IT THEREFORE RESOLVED**, that the Township of Mount Olive does hereby authorize the application for such a grant and recognizes and accepts that the Department may offer a lesser or greater amount and therefor, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between the Township of Mount Olive and the New Jersey Department of Community Affairs; and

**BE IT FURTHER RESOLVED**, that the Mayor and Township Administrator are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Mount Olive, that the Township of Mount Olive will apply for an American Rescue Plan Firefighter Grant in the amount of \$75,000 to support the statewide need protecting our firefighters.

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 August 9, 2022

---

Michelle Masser, Township Clerk

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
MOUNT OLIVE WAIVING CONSTRUCTION PERMIT FEES TO  
PROCOMM SYSTEMS (OR SUBCONTRACTORS) RELATED TO THE  
RADIO UPGRADE PROJECT AT THE GAIL DRIVE WATER TANK**

**WHEREAS**, the Mount Olive Township Council has the right to waive certain fees; and

**WHEREAS**, Procomm Systems (or their subcontractors) will file for Construction Permits associated with the radio upgrade project at the Gail Drive Water Tank; and

**WHEREAS**, the work being performed is related to a joint project between the Township of Mount Olive and Board of Education;

**WHEREAS**, Procomm Systems has made a written request to the Mayor and Council to waive the municipal fees associated with the permits;

**NOW, THEREFORE, BE IT RESOLVED**, by the Mayor and Council of the Township of Mount Olive that all municipal fees associated with the permits on behalf of the Mount Olive Board of Education for the above referenced event is hereby waived.

This Resolution shall be effective immediately upon its passage.

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 August 9, 2022.

---

Michelle Masser, Township Clerk



**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MOUNT  
OLIVE AUTHORIZING THE RENEWAL OF ALCOHOLIC BEVERAGE LICENSES  
FOR THE 2022-2023 LICENSING PERIOD**

**WHEREAS**, the Township of Mount Olive, County of Morris, State of New Jersey, has received applications for 2022-2023 renewals of Alcoholic Beverage Licenses; and

**WHEREAS**, each of the Licensees listed below have paid the required fees and received Tax Clearance Certificates from the New Jersey State Division of Taxation; and

**WHEREAS**, no objections have been filed in the Office of the Clerk of the Township relative to any of the Licenses; and

**WHEREAS**, the Police Department has reviewed the files of the licensees and further recommends their approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Mount Olive, County of Morris, State of New Jersey, being the issuing authority, that the following Alcoholic Beverage Licenses by and the same are hereby renewed for the period beginning July 1, 2022, and ending June 30, 2023:

Kennedy Pub and Restaurant LLC  
1427-33-003-007

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 August 9, 2022.

\_\_\_\_\_  
Michelle Masser, Township Clerk

**A RESOLUTION OF THE TOWNSHIP OF MOUNT OLIVE, IN THE COUNTY OF MORRIS AND STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A CONTRACT AND USE OF OPEN SPACE FUNDS FOR THE PURCHASE 5 PONDVIEW LANE (BLOCK 6900, LOT 26) LOCATED IN THE TOWNSHIP OF MOUNT OLIVE, MORRIS COUNTY, NEW JERSEY.**

**WHEREAS**, the Township of Mount Olive was in need of acquiring a certain tract land in the Township; and

**WHEREAS**, the subject parcel is identified as BLOCK 6900, LOT 26 on the Township Tax Maps and consists of approximately 22.19 acres; and

**WHEREAS**, before going through with the applicable condemnation proceedings to acquire the subject parcel from the owner of record, the Township was able to purchase the property through a Sheriff's Sale to acquire the parcel; and

**WHEREAS**, pursuant to NJSA 40A:12-1 et seq., the Township Council of the Township of Mount Olives desires to acquire the 22.19 acre tract of land from the Estate of Daniel Russo as set forth in the contract attached hereto and made a part hereof, and which constitutes BLOCK 6900, LOT 26, on the Tax Map of the Township of Mount Olive, County of Morris, State of New Jersey; and

**WHEREAS**, this purchase can be covered through the issuance of bonds approved in ordinance #26-2021 from account #C-04-56-952-901; and

**WHEREAS**, the associated due diligence in order to complete the purchase is an allowable expense that can be covered by the Open Space Trust Fund and whereas there is funding available from account #2-29-55-900-002; and

**WHEREAS**, the Township Council of the Township of Mount Olive has determined that it is in the interest of the Township to acquire said property.

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

1. The Mayor and Township Clerk are hereby authorized and directed to sign the contract for the acquisition of BLOCK 6900, LOT 26, located on the Tax Map of the Township of Mount Olive, County of Morris, State of New Jersey and as shown in the contract attached hereto and made a part hereof.
2. The Township Attorney is hereby authorized to proceed with due diligence and order an appraisal, title search, inspection of the properties, and take any other steps necessary to complete this purchase pending the passage of appropriate ordinances.

3. The Township's CFO is hereby authorized to execute any payments prior to bill list approval, if needed and will report on such payments at the next recent bill list not to exceed \$10,000 to Evident Title located at 878 Pompton Ave, Ste A2, Cedar Grove, NJ 07009.
4. The Township's CFO is hereby authorized to electronically wire the payments to Evident Title located at 878 Pompton Ave, Ste A2, Cedar Grove, NJ 07009.
5. The Township's CFO is hereby authorized to execute a payment to finalize the Sheriff's Sale prior to bill list approval, if needed and will report on such payments at the next recent bill list not to exceed \$400,000 to the Morris County Sheriff's Office.
6. This resolution shall take effect immediately upon its passage.

TOWNSHIP OF MOUNT OLIVE

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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 August 9, 2022.

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MICHELLE MASSER

Mount Olive Township Municipal Clerk

**ORD.#22-2022**

**AN ORDINANCE OF THE TOWNSHIP OF MOUNT OLIVE, IN THE COUNTY OF MORRIS AND STATE OF NEW JERSEY, AMENDING CHAPTER 302 PROPERTY MAINTENANCE TO ESTABLISH ARTICLE IV VACANT AND ABANDONED PROPERTIES, PROPERTY REGISTRATION PROGRAM, OF THE TOWNSHIP CODE**

**WHEREAS**, pursuant to N.J.S.A. 40:48-1 et seq. the New Jersey Legislature delegated to municipalities the responsibility to promulgate regulations designed to promote the public health, safety, and welfare of its citizens; and

**WHEREAS**, properties in foreclosure proceedings can involve properties that are vacant and abandoned or have an increased risk of becoming vacant and abandoned during the foreclosure proceeding; and

**WHEREAS**, vacant and abandoned properties in foreclosure create a greater risk of blight and can create a wide range of problems for the communities in which they are located. These problems can include fostering criminal activity, creating public health problems, depressing neighboring property values and reducing revenues for municipalities, and otherwise diminishing the quality of life for residents and business operators in those areas; and

**WHEREAS**, because of the increased risk of blight created by properties in foreclosure, it is important that the Township possess tools to identify such properties, monitor their status, and mitigate the risk that they become vacant and abandoned and, if vacant and abandoned, lead to blight; and

**WHEREAS**, the State of New Jersey has enacted statutes intended to assist municipalities in addressing such risks, including requiring that municipalities receive notice of the initiation of a foreclosure action in court in connection with residential properties and authorizing a public officer in a municipality to take certain action against properties that have been abandoned for more than six months; and

**WHEREAS**, a property registration program provides a valuable tool to confronting the risk of blight created by properties on which foreclosure proceedings have been initiated and such properties that become vacant and abandoned; and

**WHEREAS**, it is in the best interest of the Township to operate such a program to address the risk of blight; and

**WHEREAS**, the Township Council has determined that it is necessary and appropriate, and in the best interest of the health, safety and welfare of the Township of Mount Olive's residents and members of the public who visit, travel, or conduct business in the Township of Mount Olive to amend the Township of Mount Olive's Code regarding vacant and abandoned properties; and

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

**SECTION 1.** Chapter 302 Property Maintenance is hereby amended to add a new article to read as follows:

**ARTICLE IV VACANT AND ABANDONED PROPERTIES PROPERTY  
REGISTRATION PROGRAM**

**§302-53 Definitions**

The following terms, wherever used herein or referred to in this Code, shall have the respective meanings assigned to them unless a different meaning clearly appears from the context:

**CREDITOR**

A mortgagee or an agent or assignee of a mortgagee, such as the servicer, who has filed a complaint in the Superior Court seeking to foreclose upon a residential or commercial mortgage. If the entity seeking to foreclose upon the residential or commercial mortgage changes as a result of an assignment, transfer, or otherwise after the filing of the foreclosure complaint in the Superior Court, the new entity shall be deemed the Creditor for purposes of this section. For purposes of this section, a Creditor shall not include the State, a political subdivision of the State, a State, county, or local government entity, or their agent or assignee, such as the servicer.

**RESPONSIBLE PARTY**

The title holder of a vacant and abandoned property or a Creditor responsible for the maintenance of a property.

**STREET ADDRESS**

An address at which a natural person who is the Responsible Party or an authorized agent actually resides or actively uses for business purposes, and shall include a street name or rural delivery route.

**VACANT AND ABANDONED PROPERTY**

Any residential or commercial building which is not legally occupied by an owner, a mortgagor or tenant, which is in such condition that it cannot be legally reoccupied, and two or more of the conditions in exist:

- (1) Overgrown or neglected vegetation;
- (2) The accumulation of newspapers, circulars, flyers, or mail on the property;
- (3) Disconnected gas, electric, or water utility services to the property;
- (4) The accumulation of hazardous, noxious, or unhealthy substances or materials on the property;
- (5) The accumulation of junk, litter, trash, or debris on the property;
- (6) The absence of window treatments such as blinds, curtains, or shutters;
- (7) The absence of furnishings and personal items;
- (8) Statements of neighbors, delivery persons, or government employees indicating that the property is vacant and abandoned;
- (9) Windows or entrances to the property that are boarded up or closed off, or multiple window panes that are damaged, broken, and unrepaired;

- (10) Doors to the property that are smashed through, broken off, unhinged, or continuously unlocked;
- (11) A risk to the health, safety, or welfare of the public or any adjoining or adjacent property owners due to acts of vandalism, loitering, criminal conduct, or the physical destruction or deterioration of the property;
- (12) An uncorrected violation of a municipal building, housing, or similar code during the preceding year, or an order by municipal authorities declaring the property to be unfit for occupancy and to remain vacant and unoccupied;
- (13) The mortgagee or other authorized party has secured or winterized the property due to the property being deemed vacant and unprotected or in danger of freezing;
- (14) A written statement issued by a mortgagor expressing the clear intent of all mortgagors to abandon the property; or
- (15) Any other reasonable indicia of abandonment.

#### **§302-54 Property Registration Program**

- (a) Purpose. The purpose of this section is to create a Township Property Registration Program for the purposes of identifying and monitoring vacant and abandoned residential and commercial properties within the Township.
- (b) Responsibilities. The Township Property Registration Program shall be responsible for regulating the care, maintenance, security, and upkeep of the exterior of vacant and abandoned residential and commercial on an annual basis.
- (c) Official. The Township Zoning Officer shall be responsible for administration of The Township Property Registration Program.

#### **§302-55 Certificate of Registration for Vacant and Abandoned Property**

- (a) The Responsible Party for a vacant and abandoned property shall file a certificate of registration with the Zoning Officer of the Township within 90 days after the property becomes vacant and abandoned or within 30 days after the Responsible Party assumes ownership of or responsibility for an already vacant and abandoned property, whichever is later.
- (b) The certificate of registration shall be filed on forms prescribed by the Zoning Officer and shall contain:
  - (1) the name, street address, and telephone number of a natural person who resides or maintains an office within the State and who is either the Responsible Party or an authorized agent designated by the Responsible Party to receive notices and complaints of property maintenance and code violations on behalf of the Responsible Party.
  - (2) the name, street address, and telephone number of the person responsible for maintaining the property, if different; and
  - (3) evidence of any liability insurance
- (c) A Responsible Party for a vacant and abandoned property shall file an amended

certificate of registration within 30 days after any change in the information required to be included thereon.

- (d) A certificate of registration shall remain valid for one year and shall be renewed on an annual basis if the property remains vacant and abandoned.
- (e) An annual fee of \$250 for a certificate of registration for a vacant and abandoned property shall be paid to the Township.
- (f) If there is an outstanding property maintenance or code violation on a vacant and abandoned property that remains unabated at the time of renewal, the Responsible Party shall pay an additional fee of \$500.
- (g) If there is an outstanding property maintenance or code violation on a vacant and abandoned property that remains unabated at the time of a subsequent renewal, the Responsible Party shall pay an additional fee of \$750.

#### **§302-56 Duties of Responsible Party**

- (a) Forty-five (45) days after the Township notifies the Responsible Party that the property is vacant and abandoned and until the property is reoccupied, the Responsible Party for a vacant and abandoned property, shall:
  - (1) Enclose and secure the property against unauthorized entry;
  - (2) Post a sign affixed to the inside of the property and visible to the public indicating the name, address, and telephone number of the Responsible Party, any authorized agent designated by the Responsible Party for the purpose of receiving service of process, and the person responsible for maintaining the property if different
  - (3) Acquire and otherwise maintain liability insurance by procuring a vacancy policy, covering any damage to any person or any property caused by any physical condition of the property.
- (b) This section shall not be construed to diminish any property maintenance responsibilities of property owners who are not subject to the provisions of this section.

#### **§302-57 Residential or Commercial Foreclosures**

- (a) The Creditor filing a summons and complaint in an action to foreclose shall, in addition to the notice provided to the municipality pursuant to N.J.S.A. 46:10B-51 register the residential or commercial property with the Township's Property Registration Program as a property in foreclosure.
- (b) Registration as a Property in Foreclosure. The Creditor must provide the municipality with:
  - 1. The information pursuant to **§302-55(b)**;

2. The date the summons and complaint in an action to foreclose on a mortgage was filed against the subject property, the court in which it was filed, and the docket number of the filing; and
  3. Identify whether the property is vacant and abandoned in accordance with the definition in §302-53; and
  4. If there is any change in the name, address, or telephone number for a representative, agent, or individual authorized to accept service on behalf of a Creditor required to register pursuant to the property registration program following the filing of the summons and complaint, the Creditor shall update the Property Registration Program within 10 days of the change in that information; and
  5. If there is any change in the property's status, update the property registration with Township's Property Registration Program to reflect the change; and
  6. If the Creditor is located out-of-State, the information of an in-State representative or agent to act for the foreclosing creditor.
- (c) The Creditor filing a summons and complaint in an action to foreclose shall be responsible for the care, maintenance, security, and upkeep of the exterior of the property if the property is vacant and abandoned at any time while the property is registered with the Property Registration Program.
- (d) A foreclosed property is considered vacant and abandoned if it meets the definition of §302-53.
- (e) In the case of a violation for failure to provide care, maintenance, security, and upkeep of the exterior of vacant and abandoned property, such notice shall require the person or entity to correct the violation within 30 days of receipt of the notice, or within 10 days of receipt of the notice if the violation presents an imminent threat to public health and safety.
- (f) Fees. The Creditor will pay an annual registration fee of:
1. \$500 per property annually for any property that is required to be registered because a summons and complaint in an action to foreclose was filed by the Creditor.
  2. An additional \$2,000 per property annually if the property is vacant or abandoned when the summons and complaint in an action to foreclose is filed, or becomes vacant and abandoned pursuant to the definition in the ordinance at any time thereafter while the property is in foreclosure.
  3. The registration fee shall be due no later than January 31<sup>st</sup>.



- (g) Any fines imposed pursuant to this section shall commence 31 days following receipt of the notice of violation, except if the violation presents an imminent risk to public health and safety, in which case any fines shall commence 11 days following receipt of the notice.
- (h) Penalties for Out-of-State Creditors. An out-of-State Creditor who fails to appoint an in-State representative or agent after the 10<sup>th</sup> day of the period set forth in N.J.S.A. 46:10B-51 shall be subject to a fine of \$2,500 for each day of the violation.
- (i) 20% of any money collected pursuant to this section shall be utilized by the municipality for code enforcement purposes.

**§302-58 Provisions Only Applicable to Commercial Properties**

- (a) For the purposes of this section only, "Creditor" means a State chartered bank, savings bank, savings and loan association or credit union, any person required to be licensed under the provisions of the "New Jersey Residential Mortgage Lending Act," N.J.S.A. 17:11C-51 through N.J.S.A. 17:11C-89, and any entity acting on behalf of the Creditor named in the debt obligation including, but not limited to, servicers. For purposes of this section, a Creditor shall not include the State, a political subdivision of the State, or a State, county, or local government entity, or their agent or assignee, such as the servicer.
- (b) A Creditor serving a summons and complaint in an action to foreclose on a mortgage on commercial property shall, within 10 days of serving the summons and complaint, notify the Township Clerk and the Mayor that a summons and complaint in an action to foreclose on a mortgage has been filed against the subject property.
- (c) The notice shall contain the full name, address, and telephone number for the representative of the Creditor who is responsible for receiving complaints of property maintenance and code violations and the full name and contact information for any person or entity retained by the Creditor or a representative of the creditor to be responsible for any care, maintenance, security, or upkeep of the property.
- (d) The notice may contain information about more than one property, and shall be provided by mail and electronic mail communication.
- (e) The Township Clerk shall forward a copy of the notice to the Construction Official, Zoning Officer, and Health Officer for administration of any property maintenance or public nuisance code.
- (f) The notice shall also include the street address, lot, and block number of the property.
- (g) If there is any change in the name, address, or telephone number for a representative, agent, or individual authorized to accept service on behalf of a Creditor required to be provided in a notice pursuant to this paragraph following the filing of the summons

and complaint, the Creditor shall provide a notice to the Township Clerk containing the updated name, address, or telephone number within 10 days of the change in that information.

- (h) If the owner of a commercial property vacates or abandons any property on which a foreclosure proceeding has been initiated or if a commercial property becomes vacant at any point subsequent to the Creditor's filing the summons and complaint in an action to foreclose on a mortgage against the subject property, but prior to vesting of title in the Creditor or any other third party, and the exterior of the property is found to be a nuisance or in violation of any applicable State or local code, the Zoning Officer shall notify the Creditor or the representative or agent.
- (i) The Township shall include a description of the conditions that gave rise to the violation with the notice of violation and shall provide a period of not less than 30 days from the Creditor's receipt of the notice for the Creditor to remedy the violation.
- (j) If the Creditor fails to remedy the violation within that time period, the Township may impose penalties allowed for the violation of municipal ordinances.
- (k) If the Township expends public funds in order to abate a nuisance or correct a violation on a commercial property in situations in which the Creditor was given notice pursuant to the provisions of subsection (h) of this section but failed to abate the nuisance or correct the violation as directed, the Township shall have the same recourse against the Creditor as it would have against the title owner of the property, including but not limited to the recourse provided under N.J.S.A. 55:19-100.

### **§302-59 Penalties and Fees**

- (a) A Responsible Party that violates any provision of this section or any ordinance adopted pursuant hereto, shall be liable to a penalty of not less than \$500 and not more than \$1,000; which penalty may continue to be imposed and collected.
- (b) Each day that a violation continues shall constitute an additional, separate, and distinct offense.

**SECTION 2.** This Ordinance may be renumbered for the purposes of Codification.

**SECTION 3.** If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by any court of competent jurisdiction, such decision shall not affect the remaining portions of the Ordinance.

**SECTION 4.** All ordinances or parts of ordinances of the Township of Mount Olive that are inconsistent herewith are repealed to the extent of such inconsistency.

**SECTION 5.** This Ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced:

Adopted:

Effective Date:

TOWNSHIP OF MOUNT OLIVE

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Joe Nicastro, Township Council President

Attest: 8/9/2022

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Michelle Masser, Township Clerk

**ORD #23-2022**

ORDINANCE AMENDING SECTION 3(f)(iv) OF BOND  
ORDINANCE #6-2019 OF THE TOWNSHIP OF MOUNT  
OLIVE, IN THE COUNTY OF MORRIS, NEW JERSEY,  
FINALLY ADOPTED MARCH 6, 2019, AS AMENDED BY  
ORDINANCE #12-2022, ADOPTED APRIL 19, 2022 IN  
ORDER TO INCLUDE AN ADDITIONAL PROJECT,  
DECREASE THE USEFUL LIFE AND REVISE THE  
AVERAGE USEFUL LIFE.

BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF  
MOUNT OLIVE, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds  
of all members thereof affirmatively concurring) AS FOLLOWS:

Section One. Section 3(f)(iv) of Bond Ordinance #6-2019 ("Bond Ordinance #6-2019") of the Township of Mount Olive, in the County of Morris, New Jersey (the "Township"), finally adopted March 6, 2019, as amended by Ordinance #2-2022 adopted April 19, 2022, is hereby amended to include the acquisition of a rescue boat for Fire/EMS, a storage container for the police range, Conex Box-Shelving and storage equipment for inside Conex Box-Metal Firearms Targets, Target Stands-Signage-Machine to chalk distances for firing-generator, lighting-tables and chairs for maintenance and qualifications-charging barrels-10 by 20 pop up tent and to revise the period of usefulness and to read as follows:

<u>"Purpose</u>	<u>Appropriation &amp; Estimated Cost</u>	<u>Estimated Maximum Amount of Bonds &amp; Notes</u>	<u>Period of Usefulness</u>
(iv) Lead remediation at the Saxton Firearms range, the acquisition of a rescue boat for Fire/EMS and a storage container for the police range, Conex Box-Shelving and storage equipment for inside Conex Box-Metal Firearms Targets, Target Stands-Signage-Machine to chalk distances for firing-generator, lighting-tables and chairs for maintenance and qualifications-charging barrels-10 by 20 pop up tent, including all work and materials necessary therefor and incidental thereto.	\$45,000	\$42,750	5 years"

Section Two. Section 6(b) of Bond Ordinance #6-2019 is hereby amended to decrease the average useful life and to read as follows:

"(b) The average period of usefulness, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof within the limitations of the Local Bond Law, is 7.35 years."

Section Three. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget, as applicable. The capital or temporary capital budget of the Township is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

Section Four. This ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

**ORDINANCE OF THE TOWNSHIP OF MOUNT OLIVE, COUNTY OF MORRIS,  
STATE OF NEW JERSEY, AMENDING CHAPTER 347, STREETS AND  
SIDEWALKS, OF THE TOWNSHIP CODE TO  
ESTABLISH A LIMITED REIMBURSEMENT PROGRAM FOR SHADE TREE  
REMOVAL AND SIDEWALK REPAIR IN THE  
CLOVER HILL DEVELOPMENT**

**WHEREAS**, the Township of Mount Olive has implemented a program to remove shade trees and repair sidewalks damaged by shade trees in the Clover Hill development; and

**WHEREAS**, certain Clover Hill residents who had performed the same work at their own expense prior to the program implementation have requested reimbursement by the Township; and

**WHEREAS**, the Administration has recommended codifying the rules and requirements for such residents to receive reimbursement; and

**WHEREAS**, the Township Council finds it in the best interest of the Township to amend the Township Code to adopt rules and regulations for a reimbursement program.

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

**SECTION 1.** Chapter 347, Streets and Sidewalks, of the Township Code is hereby amended to establish Article V, Clover Hill Shade Tree/Sidewalk Reimbursement Program, to read as follows:

**§ 347-26 Definitions.**

As used in this article, the following terms shall have the meanings indicated:

**CLOVER HILL DEVELOPMENT**

The Clover Hill development as approved by the Township of Mount Olive Planning Board on March 23, 1964.

**SHADE TREES**

Trees planted between the sidewalk and road within or adjoining the municipal right-of-way.

**SIDEWALK**

A paved, surfaced or leveled area, paralleling and usually separated from the street, used as a pedestrian walkway.

**§ 347-27 Reimbursement Program.**

More than 50 years ago, the Township approved the installation of shade trees in the Clover Hill development. The trees have more recently caused a financial burden to Clover Hill property owners. For the overall health, safety and welfare of those residents and the general public using the sidewalks, the Township has instituted the Clover Hill Shade Tree/Sidewalk Project to remove shade trees and repair sidewalks damaged by shade trees in Clover Hill, the cost of which is borne by the Township.

This article establishes a limited reimbursement program for Clover Hill property owners who removed shade trees and/or repaired sidewalks damaged by shade trees at their own expense on or after January 1, 2018. The reimbursement amount is based on the cost for the Township to perform the same service. There is no reimbursement for removal of privately installed trees.

**§ 347-28 Eligibility.**

Any Clover Hill residential property owner on a street for which concrete sidewalks are required under the Township's Land Use Code, and who has removed a shade tree and/or repaired a sidewalk abutting their

property for damage from a shade tree on or after January 1, 2018, is eligible to participate in the reimbursement program subject to the requirements of this article.

**§ 347-29 Application.**

Eligible property owners who wish to participate in the program must complete and submit a application form, which form is available from the Township Clerk. Applications shall be accepted until the Clover Hill Shade Tree/Sidewalk Project is deemed complete by the Township. The form shall include the following information, and be submitted to the Clerk for review and a determination by the Administrator or designee.

- A. Name
- B. Address
- C. Phone
- D. Email
- E. Length of sidewalk (feet).
- F. Number of shade trees
- G. Proof of payment/invoicing

**§ 347-30 Appeal.**

A Clover Hill property owner may appeal a denial to their application by submitting a request to the Township Clerk, with a copy forwarded to the Administrator. The Township Council, or a Council's designee, shall conduct a hearing within thirty (30) days of the appeal properly being filed with the Clerk, unless an extension is agreed to between the Township Council and the appellant. The Township Council shall thereafter render a decision.

**SECTION 2.** If any section, subsection, clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by any court of competent jurisdiction, such decision shall not affect the remaining portions of the Ordinance.

**SECTION 3.** All ordinances or parts of ordinances of the Township of Mount Olive that are inconsistent herewith are repealed to the extent of such inconsistency.

**SECTION 4.** This Ordinance shall take effect twenty (20) days following final passage, approval, and publication as required by law.

Introduced:  
Adopted:  
Effective Date:

TOWNSHIP OF MOUNT OLIVE

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Joe Nicastro, Township Council President

Attest:

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Michelle Masser, Township Clerk

**TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – August 9, 2022**  
**AMENDED 8/9/2022**

**OPEN PUBLIC MEETINGS ACT ANNOUNCEMENT**

**PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE @ Work Session**

**ROLL CALL**

**APPROVAL OF MINUTES OF PREVIOUS MEETINGS - J. Ferrante**

**July 26, 2022 WS & PM**

**ROLL CALL**

**CORRESPONDENCE (19)**

**LETTERS FROM RESIDENTS/ORGANIZATIONS/OTHER TOWNS**

1. Email received July 25, 2022, from Statewide Hispanic Chamber of Commerce of NJ regarding Happy Monday, Familia! How about adding these events to your calendar?
2. Publication received July 25, 2022, from Musconetcong Watershed Association regarding Musconetcong River News, Summer 2022.
3. Email received July 26, 2022, from NOFA NJ regarding NOFA NJ Weekly Email: July 25, 2022.
4. Email received July 28, 2022, from Statewide Hispanic Chamber of Commerce regarding Familia! Check out this amazing program by NJEDA!
5. Email received August 1, 2022, from NOFA NJ regarding NOFA NJ Weekly Email: August 1, 2022.
6. Email received August 4, 2022, from Statewide Hispanic Chamber of Commerce of NJ regarding This coming Aug 20<sup>th</sup>, enjoy the opportunity to network and the match at Red Bull Arena! Get your tickets now!
7. Email received August 5, 2022, from Statewide Hispanic Chamber of Commerce of NJ regarding ChamberNews – Read & Share Our News!

**STATE AGENCIES/LOI/HIGHLANDS**

8. Email received July 25, 2022, from FEMA Region II Preparedness regarding Upcoming FEMA Region 2 Webinars.
9. Letter received July 27, 2022, from Suburban Consulting Engineers, Inc. regarding Township of Mount Olive, County of Morris, State of New Jersey. Overlook at Flanders – Wastewater Treatment Plant. Mechanical Bar Screen Improvements Project Block 4600, Lot 11. Highlands Exemption Determination Application No. 11. File No.: SCE-R11395.001.



**TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – August 9, 2022**  
**AMENDED 8/9/2022**

10. Letter received August 1, 2022, from NJDEP regarding Extension – Freshwater Wetlands Letter of Interpretation Verification. File and Activity No.: 1427-06-0014.2 FWW220001. Blocks: 105,106,202 Lots: 1, 2&3, 1, Mount Olive Township, Morris County.
11. Email received August 5, 2022, from NJDEP regarding NJDEP Weekly Update.

**MORRIS COUNTY**

12. Email received July 26, 2022, from Morris County regarding Historic Morris Canal Restoration Will Be Dedicated at Wharton's Canal Day.
13. Email received July 27, 2022, from Morris County regarding Morris County Documenting Veterans of the "Forgotten Wars".
14. Email received July 28, 2022, from Morris County regarding Morris County Invites the Public to its 9/11 Remembrance Ceremony.
15. Email received August 1, 2022, from Morris County regarding This Week in Morris County: 9/11 Observance Set for Sept. 11, 2022.
16. Email received August 3, 2022, from Morris County regarding Rosie's Randolph Family Restaurant Receives Morris County Small Business Grant.
17. Email received August 5, 2022, from Morris County regarding This Week in Morris County: Deena Leary Unanimously Appointed Acting Administrator.

**UTILITIES**

18. Email received July 27, 2022, from New Jersey Natural Gas regarding New Jersey Natural Gas Public Hearing Notices (3) to Municipalities.
19. Email received August 5, 2022, from SJ Industries regarding Elizabethtown Gas Company Notice of Public Hearings 8-30-2022.

**ORDINANCES FOR PUBLIC HEARING: (3)**

**Ord.#22-2022**      An Ordinance of the Township of Mount Olive, in the County of Morris and State of New Jersey, Amending Chapter 302 Property Maintenance to Establish Article IV Vacant and Abandoned Properties, Property Registration Program, of the Township Code.  
**AMENDED 8/9/2022– C. Labow**

**TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – August 9, 2022**  
**AMENDED 8/9/2022**

**Ord.#23-2022** Ordinance Amending Section 3(f)(iv) of Bond Ordinance #6-2019 of the Township of Mount Olive, In the County of Morris, New Jersey, Finally Adopted March 6, 2019, as Amended by Ordinance #12-2022, Adopted April 19, 2022 In Order to Include an Additional Project, Decrease the Useful Live and Revise the Average Useful Life. – **J. Mania**

**Ord.#24-2022** Ordinance of the Township of Mount Olive, County of Morris, State of New Jersey, Amending Chapter 347, Streets and Sidewalks, of the Township Code to Establish a Limited Reimbursement Program for Shade Tree Removal and Sidewalk Repair In the Clover Hill Development. – **G. Stewart**

**ORDINANCES FOR FIRST READING: NONE (2<sup>nd</sup> reading August 23, 2022)**

**CONSENT RESOLUTIONS AGENDA: (12) – A. Roman**

**PUBLIC PORTION ON CONSENT RESOLUTIONS**

1. Resolution of the Township Council of the Township of Mount Olive Opposing the proposed Rate Increases to the State Health Benefits Program.
2. Resolution of the Township Council of the Township of Mount Olive, County of Morris, and State of New Jersey Authorizing the Settlement of Litigation Entitled “Howard Schier V. Mount Olive Township and Mount Olive Planning Board, “Filed in Federal District Court for the District of New Jersey, Bearing Civil Action No. 2:19-CV-17705.
3. Resolution of the Township Council of the Township of Mount Olive Authorizing a 2022 Grant Contract With Morris County Historic Preservation Trust for the Seward House – Construction Documents.
4. Resolution of the Township Council of the Township of Mount Olive Authorizing a 2022 Grant Contract With Morris County Historic Preservation Trust for the Seward House – Construction.
5. Resolution of the Township Council of the Township of Mount Olive Closing Rolling Hills DR Between Tall Oaks Lane and Connelly Ave August 20<sup>th</sup> 2022, Between 2PM and 8PM For the Purpose of Holding a Block Party. (Rain Date – None)
6. Resolution of the Township Council of the Township of Mount Olive Requesting Approval From the Director of the Division of Local Government Services For Insertion of a Specific Item of Revenue Into the 2022 Municipal Budget. (\$10,735.44 for National Opioid Settlement Grant)
7. Resolution of the Township Council of the Township of Mount Olive to Cancel Taxes on Block 8200, Lot 28 for Disabled Veteran Declared 100% Totally & Permanently Disabled by the Tax Assessor.

**TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – August 9, 2022**  
**AMENDED 8/9/2022**

8. Resolution of the Township Council of the Township of Mount Olive Authorizing the use of Open Space Funds For Phase I/II Environmental Site Assessments, Remedial Investigation and Reporting and Regulatory Closure at 5 Pondview Lane. (First Environment) REVISED – Increase in Contract Amount & Description.
9. Resolution of the Township Council of the Township of Mount Olive Authorizing participation in the American Rescue Plan Firefighter Grant.
10. Resolution of the Township Council of the Township of Mount Olive Waiving Construction Permit Fees to Procomm Systems (Or Subcontractors) Related to the Radio Upgrade Project at the Gail Drive Water Tank.
11. Resolution of the Township Council of the Township of Mount Olive Authorizing the Renewal of Alcoholic Beverage Licenses for the 2022-2023 Licensing Period. (Kennedy’s Pub and Restaurant LLC)
12. A Resolution of the Township of Mount Olive, in the County of Morris and State of new Jersey, Authorizing the Execution of a Contract and Use of Open Space Funds for the Purchase 5 Pondview Lane (Block 6900, Lot 26) Located in the Township of Mount Olive, Morris County, New Jersey.  
**Added 8/9/2022**

**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. Ferrante**

1. Bill List

**ROLL CALL**

**ADMINISTRATIVE REPORTS**

**OLD BUSINESS**

**NEW BUSINESS**

**LEGAL MATTERS**

**TOWNSHIP COUNCIL PUBLIC MEETING AGENDA – August 9, 2022**  
**AMENDED 8/9/2022**

**COUNCIL REPORTS**

Board of Education Liaison Report – **D. Amianda**  
Senior Citizen Liaison – **D. Amianda**  
Environmental Committee – **J. Ferrante**  
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**