



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AS A REMOTE MEETING ON ZOOM**

JANUARY 25, 2021

EXECUTIVE SESSION – BEGINS AT 7PM

PUBLIC SESSION – BEGINS AT 7:30 PM

To Participate via computer please use the following link: <https://zoom.us/j/208487754> or
call iPhone one-tap : US: +13126266799,, 208487754# or +19292056099,,208487754#
Or Telephone: Dial (for higher quality, dial a number based on your current location):
US: +1 312 626 6799 or +1 929 205 6099 or +1 346 248 7799 or +1 669 900 6833 or
+1 253 215 8782 or +1 301 715 8592 Webinar ID: 208 487 754

1) CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT – Mayor

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting has been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 7, 2021 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE SESSION

R71-21 Resolution to Enter an Executive Session - Litigation (Tax Appeals, Effect of Reassessment & Legacy at Mountain Lakes Condo Association Inc. vs. Joseph D.Meccia and Borough of Mountain Lakes)
Attorney - Client Privilege (Review of Executive Minutes)

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

8) PUBLIC COMMENT

Please state your name and address for the record. Each speaker is limited to one (1) comment of no more than five (5) minutes and no yielding of time to another person.

9) BOROUGH COUNCIL DISCUSSION ITEMS

- a. Reassessment Update by Tax Assessor
- b. Borough Council Goals

10) ATTORNEY'S REPORT

11) MANAGER'S REPORT

12) RESOLUTIONS

13) ORDINANCES TO INTRODUCE

- a. 1-21, Amending the Revised General Ordinances of the Borough of Mountain Lakes and Authorizing the Appointment of Chaplain to the Police Department

14) ORDINANCES TO ADOPT

15) *CONSENT AGENDA ITEMS

Matters listed as Consent Agenda Items are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item be removed for consideration.

***RESOLUTIONS**

- a. R57-21, Authorizing a Professional Services Agreement for Engineering Services in Connection with the Management of Borough Owned Dams Between the Borough of Mountain Lakes and Ferriero Engineering, Inc.
- b. R60-2, Authorizing a Professional Services Agreement for Engineering Services Between the Borough of Mountain Lakes and Anderson & Denzler Associates, Inc.
- c. R63-21, Authorizing the Payment of Bills
- d. R64-21, Authorizing a Professional Services Agreement for Affordable Housing Administrative Agent Services Between the Borough of Mountain Lakes and CGP&H
- e. R65-21, Recognizing Employee Benefits Consulting Services Group, LLC as Producer of the Borough of Mountain Lakes Employee Dental Benefits Program
- f. R66-21, Awarding a Contract for Integrated Canada Goose Management to the United States Department of Agriculture
- g. R67-21, Appointing Qualified Purchasing Agent
- h. R68-21, Affirm the Borough of Mountain Lakes Civil Rights Policy with Respect to All Officials, Appointees, Employees, Prospective Employees, Volunteers, Independent Contractors and Members of the Public that Come into Contact with Municipal Employees, Officials and Volunteers
- i. R69-21, Authorizing a Professional Services Agreement for Lakes Management Between the Borough of Mountain Lakes and Solitude Lake Management
- j. R70-21, Granting Permission to AT&T Corp. to install communications facilities along, under and over the public right-of-way in order to provide communications services to the public

***APPROVAL OF MINUTES**

12/14/20 (Executive)

1/4/21 (Regular)

1/13/21 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

Andrew Armani to the Environmental Commission as a Member with a term expiring 12/31/2022

Mimi Kaplan to the Environmental Commission as a Member with a term expiring 12/31/2023 (previously appointed)

Allison Rankin to the Environmental Commission as a Member with a term expiring 12/31/2023 (previously appointed)

Peter Smith to the Environmental Commission as a Member with a term expiring 12/31/2022 (previously appointed)

Jobita Anguisaca to the Green Team Advisory Committee with a term expiring 12/31/21

Mark Toppel to the Health Commission as Alternate #1 with a term expiring 12/31/23

Katherine Roberts to the Health Commission as Alternate #2 with a term expiring 12/31/22

16) DEPARTMENT REPORTS SUBMITTED FOR FILING

- ☒ Construction Department
- ☒ Department of Public Works
- ☒ Fire Department
- ☒ Health Department
- ☒ Police Department
- ☒ Recreation Department
- ☒ Code Enforcement/Property Maintenance

- ☒ Zoning Board of Adjustment Annual Report 2020

17) COUNCIL REPORTS

18) PUBLIC COMMENT

Please state your name and address for the record. Each speaker is limited to one (1) comment of no more than five (5) minutes and no yielding of time to another person.

19) NEXT STEPS AND PRIORITIES

20) ADJOURNMENT

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 71-21

“RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION”

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq. permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; and

WHEREAS, the Governing Body wishes to discuss:

- ☐ Matters made confidential by state, federal law or rule by court
- ☐ Matters in which the release of information would impair the right to receive funds from the Government
- ☐ Matters involving individual privacy
- ☐ Collective bargaining
- ☐ Purchase or lease of property, setting of bank rates, investment of public funds if disclosure would harm the public interest
- ☐ Public safety
- ☒ Pending, ongoing or anticipated litigation or contract negotiation
- ☐ Personnel matters
- ☐ Civil penalty or loss of license
- ☒ Attorney – Client Privilege

Minutes will be kept and once the matter involving the confidentiality of the above no longer requires that confidentiality, then the minutes can be made public.

NOW THEREFORE BE IT RESOLVED that the public be excluded from this meeting.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						

Borough of Mountain Lakes

PROPERTY CLASS	No. OF ITEMS 2020	2020 ASSESSED VALUES	% OF TOTAL	No. OF ITEMS 2021	2021 ASSESSED VALUE	% OF TOTAL	INCR.	SHIFT
1. VACANT	75	\$11,634,500	1.0%	54	\$9,197,100	0.8%	0.791	-0.002
2. RESIDENTIAL	1,404	\$1,083,844,800	91.5%	1,425	\$1,110,953,200	91.2%	1.025	-0.003
3A. FARM	0	\$0	0.0%	0	\$0	0.0%	#DIV/0!	0.000
3B. FARM LAND	3	\$1,500	0.0%	3	\$1,400	0.0%	0.933	0.000
4A. COMMERCIAL	84	\$85,543,300	7.2%	85	\$94,351,900	7.7%	1.103	0.005
4B. INDUSTRIAL	3	\$3,226,100	0.3%	3	\$3,158,800	0.3%	0.979	0.000
4C. APARTMENT	0	\$0	0.0%	0	\$0	0.0%	#DIV/0!	0.000
TOTAL COMMERCIAL	87	88,769,400	7.5%	88	97,510,700	8.0%	1.098	0.005
6A. LCL TEL EXCH	1	\$803,200	0.1%	1	\$803,200	0.1%	1.000	0.000
GRAND TOTAL	1,570	1,185,053,400	100.00%	1,571	1,218,465,600	100.00%	1.028	0.000

CURRENT DATA

Current Tax Rate \$2.802

PREDICTED 2021 TAX RATE WITHOUT 2021 BUDGET INC

Current Tax Rate 2020 \$2.802
Adjustment to Ratable Base 1.028

Current Tax Rate \$2.802
Adjustment to Ratable Base 1.028 = \$2.725 Predicted Tax Rate **WITHOUT** a Budget Increase

Average Residential Property (2020 Assessed Value) \$772,000 X 2020 Tax Rate \$2.802 = 2020 Avg. Tax \$21,631.44

Average Residential Property (2021 Assessed Value) \$779,600 X 2021 Est. Tax Rate w/o Bud Inc. \$2.725 = 2021 Avg. Tax \$21,245.39

Average Residential Tax Dollar Difference (\$386.05)

Total Residential Properties:

of Properties Tax INC > \$100: 674 47.3%
of Properties Tax Neutral \$0 - \$100: 31 2.2%
of Properties Tax Dec > \$0: 720 50.5%

Properties with Tax Increase Breakdown

of Properties Tax INC \$250-\$100: 53 3.7%
of Properties Tax INC \$250-\$500: 84 5.9%
of Properties Tax INC \$500-\$1,000: 164 11.5%
of Properties Tax INC \$1,000-\$2,500: 248 17.4%
of Properties Tax INC \$2,500-\$5,000: 93 6.5%
of Properties Tax INC \$5,000-\$10,000: 24 1.7%
of Properties Tax INC > \$10,000: 8 0.6%

* The **actual** Tax Rate in 2021 will be based on the actual 2021 Total Tax Levy and final 2021 assessments



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

2020 Borough Council Goals

Fiscal Strength & Operational Effectiveness: Ensure efficient use of resources

- Adopt a fiscally responsible 2019 Operating and Capital Budget in alignment with Borough priorities
- Oversee the introduction of a rolling 10-year capital plan outlining the long-range needs of the community to ensure effective management of capital assets
- Support the pursuit of grant opportunities by the Borough administration and committees with a focus on streets and sidewalks, public safety facilities and equipment, infrastructure projects, recreation, and environmental initiatives
- Document best practices and procedures for Council, Committees, and Administration that improve efficiency, effectiveness and transparency
- Review and adopt Zoning updates for the Boroughs commercial areas
- Evaluate the requirements and timing of a Tax Revaluation to capture change in fair market values

Openness & Responsiveness: Inform and engage the community

- Support continued improvement of communication to residents
- Foster volunteerism that is inclusive, connected and collaborative, including support for the successful recruitment, orientation and recognition of volunteers
- Enhance communication with schools, community organizations, local businesses, county officials, and neighboring communities to foster strong relationships

Services & Infrastructure: Provide high quality services, programs and infrastructure

- Identify opportunities for expanded shared services and evaluate existing arrangements for cost savings and/or improvement to service level
- Support the successful timely, on-budget completion of approved capital projects, including the Sunset Dam project, and new facilities at Island Beach
- Review the Borough's solid waste and recycling program, and evaluate alternatives
- Adopt a plan to address Public Safety/Borough Hall facility needs and support preparations for maintaining Borough operations while construction/renovation work is in process
- Oversee the completion of the sidewalk and paving project on Morris Ave.

Environmental Stewardship & Community Development: Preserve ML's environmental resources and foster the unique character of the community

- Support environmental, recreational and historic preservation initiatives that support the Master Plan
- Support economic development initiatives that increase commercial ratables and are a benefit to the community
- Oversee implementation of the Borough's Affordable Housing Plan
- Support efforts for recertification in the Sustainable Jersey Program
- Support efforts to preserve and protect the Borough's tree canopy



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

400 Boulevard
Mountain Lakes, NJ 07046
P -973-334-3131 ext .2006
F -973-402-5595

TO: Honorable Mayor and Borough Council
SUBJ: Manager's Report
CC: Robert Oostdyk, Borough Attorney

The following represents the Manager's report for the Borough Council meeting of January 25, 2021.

Annual Budget Process – Work continues on our annual budget proposal. To date, two public sessions have been held to discuss the Borough, water and sewer operating budgets have been discussed. Scheduled for our February 8th Borough Council meeting will be the annual capital budget review.

Joint Covid-19 Testing Site with Town of Boonton – I have been contacted by the Town of Boonton's Public Health Nurse inquiring about a potential partnership with Boonton for a Covid-19 testing site. Our involvement in the partnership would be limited to assistance with getting the word out to residents via social media, the Borough website, Nixle alerts, etc. Attached to this report, you will find a copy of the email from by Ms. Bendett, along with samples of materials that would go out should the site move forward. I would appreciate some input regarding this request during our upcoming Borough Council meeting.

As always, I encourage anyone with questions or concerns to reach out to me.

Mitchell

Subject: COVID-19 Testing with Town of Boonton
Date: Wednesday, January 20, 2021 at 11:30:28 AM Eastern Standard Time
From: Boonton Nurse
To: Mitchell Stern
CC: Kristine Wilsusen, Peter Tabbot
Attachments: COVID-19 Drive Through Sample.pdf, COVID-19 Drive Through Sample (2).pdf

Good morning,

My name is Mandi Bendett, I am the public health nurse for the Town of Boonton, I was given permission by Mr. Neil Henry to speak on his behalf, regarding recurring COVID-19 testing clinics amongst towns. I have also copied our health educator, Mrs. Kris Wilsusen, and our Health Officer, Mr. Peter Tabbot, on this email. Mrs. Wilsusen will be apart of the planning and coordination process, along with myself.

Mrs. Wilsusen was approached by Mrs. Wendy Long from the Morris County Chamber of Commerce regarding drive through COVID-19 testing clinics for the Town of Boonton through a third party company, AP Mobility Plus, LLC. Last week we had a telephone conference with Mr. Bob Chittenden, the founder of the company, regarding logistics of the clinic. Most recently, Mr. Chittenden's company produced successful testing clinics in many towns and most recently in Mendham Township. The idea that was proposed, and what I am proposing to you, is offering the clinic to residents of Mountain Lakes as well as Boonton Township due to the interconnectivity between towns. It was suggested that I reach out with regards to coordination and planning, if you choose to participate.

With regards to logistics, as briefly mentioned, the clinic will be drive through based (with the possibility of doing a walk up clinic in a centralized location for those with transportation difficulties). Mrs. Sarah Ur, from Boonton Care Center has graciously offered her space for the drive through portion. The company would bring in all required personnel, with the exception of a uniformed officer who (in the past) directs traffic, hands out frequently asked questions document and checks identification (to ensure they are residents of the participating towns). There is no out of pocket cost for the testing, however, if the resident has insurance their card is requested for reimbursement purposes. The turn around time for results is roughly 2-4 days and all results are reviewed by a licensed physician. The residents will be required to make an appointment ahead of time via a personalized website for the town that the company manages; walk ins are permitted, however there may be a wait time for those residents.

One aspect that appeals to me the most is we can customize the frequency and number of days per week. Many are having difficulty with testing; personally, I would like to open an exclusive timeframe (whether it is a day or first few hours of clinic time) to first responders of all participating towns, so that they may have the access to testing as well. Mr. Chittenden is wonderful to work with and is very open to however we would like to customize our clinics based off need of the community.

Attached, I have provided some documents from Mr. Chittenden as samples of what have been provided to residents at previous clinics. Both myself and Mrs. Wilsusen think this would be a wonderful opportunity to come together as towns to offer recurring COVID-19 testing for our residents. We are hopeful of your interest and hope to work together to launch this testing clinic.

Thank you so much for your time and we hope to hear from you soon!

Mandi Bendett, BSN, RN, Public Health Nurse
Rockaway Township, Division of Health
The Town of Boonton, Health Department
100 Washington Street, Boonton NJ 07005
(973) 402-9410 extension 627 Business

Mendham Community Drive-Through Testing Event

PLEASE REMAIN IN YOUR VEHICLE AT ALL TIMES

PLEASE HAVE YOUR PHOTO ID AND INSURANCE CARD READY <i>There is no cost to you for this test and no balance, co-pay, co-insurance or deductible will be billed under any circumstance</i>	
Do I need an appointment?	Yes. If you need to register while waiting in your vehicle, please use your cell phone and complete a registration at: https://caregps.us/msts
What do I need to bring with me?	Please bring a state-issued ID and your insurance card with any supplemental coverage.
How and when will I get results?	The average time to receiving results is 2–4 days. All results should be completed by Tue the 12th. Most will be completed well before; however, some results are inconclusive and will require <u>retesting of the same sample</u>. Additionally, some family members will receive results prior to others. This is normal as the specimens are tested in batches which may not be together. When your results are ready, we'll email and/or text your result with a secure link to retrieve a copy of your results.
How is my sample for testing collected?	Health care staff will perform the COVID-19 swab test while you remain in the vehicle. This is done by inserting the swab into your nostril approximately 1 inch into the nasal passage (midway) with the most visible drainage or the nostril that is most congested if drainage is not present. The swab is rotated several times, removed gently and this process is repeated on the other side.
What is the testing methodology?	Molecular PCR testing is considered the "gold standard" in SARS-CoV-2 detection. This test detects RNA (or genetic material) that is specific to the virus and can detect the virus within days of infection, even those who have no symptoms.
Why do you ask for insurance information?	Testing is at no cost for you. When you provide your insurance information, the medical team bills your insurance for reimbursement. There is no balance billing back even if insurance does not cover the test.
Who can I contact if I have questions about my result, or didn't receive my result by the date indicated?	You will be contacted by phone by a physician to follow-up if COVID-19 is detected. Most negative tests will also receive a call to confirm receipt of the information and answer questions. Additional questions may be directed by email to covid19@caregps.health
Helpful websites	https://www.cdc.gov/coronavirus https://covid19.nj.gov



**THE BOROUGH OF WALLINGTON OFFICE OF
EMERGENCY MANAGEMENT HOSTS COVID-19
COMMUNITY DRIVE THRU-TESTING EVENT
WEDNESDAY, SEPTEMBER 16th, 2020**



Appointment made on-line at www.CareGPS.us/wallington

STARTING AT 9:00 AM FOR THOSE WITH OR WITHOUT SYMPTOMS

Protect yourself, your loved ones, and your community by getting tested for COVID-19. You could have COVID-19 and not even know it. It's quick and easy.

LOCATION: BOWLERO BOWLING ALLEY (upper parking lot) 299 Paterson Avenue Wallington N.J. 07057

Our drive-thru testing site, which is designed to provide a high level of safety for testing participants, the community and staff, will be located at BOWLERO BOWLING ALLEY (upper parking lot) 299 Paterson Avenue Wallington N.J. 07057. We will be offering diagnostic testing for SARS-CoV-2-PCR, the gold standard, commonly referred to as Coronavirus (COVID-19). Tests will utilize the collection of an, **FDA approved nasopharyngeal (NP) swab specimen. Diagnostic testing is performed by FDA approved, Real Time Polymerase Chain Reaction (RT-PCR) platform.**

What to expect when arriving at the testing site;

- Test sites will be arranged in a way that all participants REMAIN IN THEIR VEHICLES AT ALL TIMES, to ensure social distancing and safety for all parties involved.
- Participants will arrive for their scheduled appointment (on-line scheduling is available at **www. CareGps.us/wallington** remaining in their vehicles with their masks on and state issued photo ID and all medical insurance cards ready for collection until they are instructed to pull into the first testing area.
- **In the first testing area**, participants state issued ID and all medical insurance cards will be collected for recording. Once in the test area, they will then be asked a series of medical questions and their temperature will be taken and recorded.
- A staff member will then instruct the participants to move their vehicle forward toward the **second testing area** where participants will have their ID and insurance cards returned to them and the nasal swab specimen will be collected. Following collection of the specimen, participants will be instructed to exit the test site.
- **The entire process, from the entrance to the first testing area to exiting of the final testing area, will take approximately 10-15 minutes.**
- All participants are always required to wear a mask covering their mouth and nose while at the test location.
- **All participants will need to have their original state issued photo ID and all medical insurance cards (copies will not be accepted).**
- With medical insurance there is no cost to you for participating in the COVID-19 testing event. We will only perform diagnostic medical services covered by your medical insurance. You will receive a statement from your insurance company - an explanation of Benefits (EOB) - which will itemize the services received, but it is not a bill. Those with-out insurance please provide a Social Security card and/or a driver's license. The Cares Act will cover testing.

Please note that all participants are required to arrive at the test location in a vehicle and wearing a mask, as this is a drive-through test. Bring your state-issued identification and all medical insurance cards.

The process from start to finish should only take approximately 10 minutes. CareGPS will provide you detailed result delivery information at the testing site.

RESOLUTION AND ORDINANCE REVIEW FOR THE JANUARY 25, 2021 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R57-21, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES IN CONNECTION WITH THE MANAGEMENT OF BOROUGH OWNED DAMS BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND FERRIERO ENGINEERING, INC. – An annual resolution appointing the Borough's Dam Engineer. The contract has no additional financial impact over the 2020 fee structure.

60-2, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND ANDERSON & DENZLER ASSOCIATES, INC. - An annual resolution appointing the Borough's Engineer. The contract has no additional financial impact over the 2020 fee structure.

R64-21, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR AFFORDABLE HOUSING ADMINISTRATIVE AGENT SERVICES BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND CGP&H - this resolution authorizes a professional services agreement for Affordable Housing Administrative Agent Services between the Borough and CGP&H. The contract has an annual fee not to exceed \$18,750.

R65-21, RECOGNIZING EMPLOYEE BENEFITS CONSULTING SERVICES GROUP, LLC AS PRODUCER OF THE BOROUGH OF MOUNTAIN LAKES EMPLOYEE DENTAL BENEFITS PROGRAM - this resolution authorizes Employee Benefits Consulting Services Group, LLC to continue to serve as the agent responsible for the Borough's employee dental benefits. The contract amount has not changed from last year and is a continuation with the same provider.

R66-21, AWARDING A CONTRACT FOR INTEGRATED CANADA GOOSE MANAGEMENT TO THE UNITED STATES DEPARTMENT OF AGRICULTURE - this resolution authorizes an agreement with the USDA for Canada Goose management in an amount up to \$8,770. The financial impact of this contract is an increase of 1% over the previous year's agreement. This service is a continuation with our prior provider.

R67-21, APPOINTING QUALIFIED PURCHASING AGENT - this resolution appoints Anne Stusnick (DPW Administrative Assistant) as the Qualified Purchasing Agent (QPA) for the Borough. The appointment of a QPA provides greater purchasing flexibility which can result in savings to the Borough. Anne is enrolled in the State of NJ QPA program and is progressing through it without issue.

R68-21, AFFIRM THE BOROUGH OF MOUNTAIN LAKES CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS - This resolution states and confirms that the Borough maintains written Civil Rights policies in regard to its officials, appointees, employees, volunteers, etc. in respect to their actions while interacting with any individual or group on behalf of the Borough. This resolution assures that the policies in place will be followed and monitored. This resolution was requested to be adopted by the Morris County Joint Insurance Fund and is

required to be adopted annually. Failure to adopt the resolution will result in a significant increase to the Borough's insurance deductible and copay. The Borough Manager has provided a memo outlining the steps taken to ensure compliance.

R69-21, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR LAKES MANAGEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND SOLITUDE LAKE MANAGEMENT - this resolution authorizes a contract with Solitude Lake Management to provide lakes management and water quality management services for 2021. The fee shall not exceed \$67,859.00. The financial impact of this contract is an increase of 2.5% over the previous year's agreement, however the new agreement increases services to be included, reducing the need for reliance on optional services, ultimately resulting in a savings to the Borough.

R70-21, GRANTING PERMISSION TO AT&T CORP. TO INSTALL COMMUNICATIONS FACILITIES ALONG, UNDER AND OVER THE PUBLIC RIGHT-OF-WAY IN ORDER TO PROVIDE COMMUNICATIONS SERVICES TO THE PUBLIC – this resolution allows AT&T Corp to upgrade their fiber optic network on utility poles that run through the Borough. Our Borough Attorney has been consulted on this resolution request and is in agreement that the request cannot be denied. Attached with the resolution is a fact sheet prepared by AT&T explaining what they are planning and why they are seeking the resolution.

ORDINANCES TO INTRODUCE

14-20, AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND AUTHORIZING THE APPOINTMENT OF CHAPLAIN TO THE POLICE DEPARTMENT - this ordinance authorizes the police department to appoint a chaplain and passage of this ordinance is required by NJ Statute 40A:14-141 to do so.

If there are any questions prior to the meeting, please feel free to contact me.

ORDINANCE 1-21

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						



Shawn M. Bennett
CHIEF OF POLICE

Police Department

Borough of Mountain Lakes

400 Boulevard
Mountain Lakes, NJ 07046
(973) 334-1413 • Fax (973) 334-4123



To: Mayor Menard, Deputy Mayor Barnett, & Borough Council

CC: Mitchell Stern, Borough Manager

Date: 1/20/21

Re: Police Chaplain Program

As you review the proposed Police Chaplain Ordinance, I would like to take this opportunity to give a brief overview of the purpose of the Police Chaplain Program.

According to the Police Chaplain Training Program guidelines, the primary role of the Police Chaplain is to be a "clergyperson with a special interest and training for providing emotional and spiritual care in the high powered and dangerous world of law enforcement. The care is offered to all people, regardless of race, gender, sexual orientation, national origin, creed, or religion. It is offered without cost or the taint of proselytizing."

With the above in mind, I would direct you to the 2019 Attorney General Directive 2019-1, known as the "New Jersey Resiliency Program for Law Enforcement." The directive requires that each law enforcement agency must appoint one Resiliency Program Officer (RPO). The RPO "instills a positive culture for law enforcement officers by providing them with the tools to withstand, recover, and grow in the face of stressors, trauma, and the changing demands of their unique work." One such tool, listed under Chapter III. Sub-section C. of the directive, encourages agencies to offer officers support programs such as, "chaplain services, where an officer can confidentially speak with a clergy member who has gone through the Police Chaplain Training Program." In Mountain Lakes, we have three such clergy members that have graduated the mandatory program.

The Police Chaplain is as the name implies, the Chaplain for the Mountain Lakes Police Department. He or she becomes an official part of the MLPD and is bound by very specific policies and procedures. The Chaplain is someone with specialized training that the officers can avail themselves of as needed.

Should you have any additional questions, please feel free to reach out.

Best Regards,

Chief Shawn Bennett

BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ

RESOLUTION 57-21

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES IN CONNECTION
WITH THE MANAGEMENT OF BOROUGH OWNED DAMS BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND
FERRIERO ENGINEERING, INC.

WHEREAS, there exists the need for professional engineering services in connection with the management of Borough owned dams (Dam Engineer) for the Borough of Mountain Lakes; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey:

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Ferriero Engineering, Inc. for professional engineering services (Dam Engineer) for the Borough of Mountain Lakes as set forth in the attached contract.

Section 2. This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

Section 3. The term of this agreement shall be for one year, from January 1, 2021 through December 31, 2021.

Section 4. A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						

Borough of Mountain Lakes
Contract Review Checklist

Vendor/Professional: Ferrero Engineering

Financial Impact:

Item	Applicability	Standard	Reviewer	Verified
Standard Agreement	All Contracts	Agreement provided.	CP	CP
Affirmative Action (EEO) Form	Goods and Services; Professional Services	Employee information report provided	CP	CP
Business Registration	Goods and Services; Professional Services	Copy of Registration provided	CP	CP
Attorney Review	All Contracts	Confirmation that the agreement has been reviewed by the Borough Attorney	CP	CP
Confidentiality	Professional Services; Goods and Services	Provisions when appropriate included in the contract	CP	CP
Business Entity / Corporate Disclosure	Goods and Services; Professional Services	Disclosure affidavit provided.	N/A	N/A
Insurance	All Contracts	Proof of insurance as required by RFP, Specifications, or Contract	CP	CP
Debarment	Public Works	Vender not currently on the State debarment list	CP	CP
Invoice Process	All Contracts	Consistent with Local Public Contracts law and Borough procedures.	CP	CP
Non-collusion	All Contracts	Non-collusion affidavit has been signed	CP	CP
Non-performance	All Contracts	Provision addressing consequences for non-performance or breach of agreement.	CP	CP
Political Contribution Disclosure	Professional Services	Disclosure language in contract; form completed	N/A	N/A
Payment Terms	All Contracts	Do standard payment terms apply?	CP	CP
Professional Appointment	Professional Services	Has a resolution of appointment been adopted	CP	CP
Qualifications	Professional Services	Proof of professional licenses/certifications	CP	CP
Renewal	Professional Services; Goods and services	Provision concerning renewal included where appropriate	CP	CP
Term	All Contracts	One year term for professional services, two years for goods and services, or Statutory exception.	CP	CP
Termination	All Contracts	Right to terminate included when appropriate	CP	CP
Financial	All contracts	Has the economic impact of the transaction been evaluated?	N/A	N/A

Date: 12/29/20

**PROFESSIONAL SERVICES AGREEMENT
BOROUGH OF MOUNTAIN LAKES
MORRIS COUNTY, NEW JERSEY**

THIS AGREEMENT, made this ___ day of _____, 20___ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Ferrero Engineering, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 1/1/21 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$25,000.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is

reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

6. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status so affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regarding to age, race, creed, color, national origin, ancestry, marital status or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

(SEAL)

Date

ATTEST:
CONTRACTOR



12/22/20
Date

By: 
(SEAL)



Paul W. Ferriero, PE, PP, CME, LEED AP, CFM
Robert C. Brightly, PE, PP, CME

Steven B. Bolio, PE, CME
Mark S. Denisiuk, PE, CME, LEED AP
Joseph S. Kosinski, PG, CFM, LEED AP
C. Richard Quamme, PE, CME
Jess H. Symonds, PE

January 1, 2021

Re: 2021 Fee Schedule
Borough of Mountain Lakes

Principal Engineer	\$142.50/hr
Senior Professional Engineer	\$137.00/hr
Professional Engineer	\$128.50/hr
Sr. Engineering Staff	\$106.00/hr
Jr. Engineering Staff	\$82.00/hr
Professional Geologist	\$128.50/hr
Licensed Surveyor	\$128.50/hr
CAD Operator	\$82.00/hr
GIS Operator	\$90.50/hr
Two Man Field Crew	\$161.00/hr
Construction Inspector	\$80.00/hr
Soils Technician	\$85.00/hr
Printing - 24" x 36"	\$4.00/sheet
Printing - 30" x 42"	\$5.00/sheet
Color Copies (11"x17")	\$4.00/sheet
Reproducible Film	\$45.00/sheet

• • •

■ 180 Main Street • P.O. Box 571 • Chester, NJ 07930 • 908-879-6209 • Fax: 908-879-6597
□ 17 Model Avenue • P.O. Box 577 • Hopewell, NJ 08525 • 609-466-0002 • Fax: 609-466-2008
mail@FerrieroEngineering.com



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C. Richard Quamme, PE, CME
Jess H. Symonds, PE

January 20, 2021

Mr. Mitchell Stern, Borough Manager
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

Re: Sunset Lake Dam
NJDEP File No. 25-170
Borough of Mountain Lakes
Morris County, NJ
FEI Project No. 12ML106

Dear Mr. Stern,

This letter has been prepared to outline the anticipated engineering and surveying costs moving forward for the dam rehabilitation project. Any previously billed work is not included. An itemized breakdown of the professional engineering and surveying services is outlined as follows:

2021 **Survey and Engineering work for Easement Acquisition (2021)** – This phase of the project will consist of the additional survey work required for land acquisition and easements. Approximately \$5,000 should be budgeted for this phase of the project. If a subdivision plan and approval is required, additional costs may be required.

2021 **Construction Plans, Specifications, Additional Permits (2021)** – Now that the dam safety permit has been obtained, it will be necessary to finalize the construction plans and specifications in preparation for a public bid. Additional permits will be required from the NJDEP for wetlands disturbance, from the NJ Fish and Wildlife division, and from the Morris County Soil Conservation District. Approximately \$20,000 should be budgeted for this phase of the project.

2022 **Bid Documents** - This phase will include preparation of bid tabulations, attendance at the bid opening, checking of bid documents, and preparation of award recommendations to the Borough. This phase will also include the Notice to Bidders and the issuance of any written addenda to the bid documents if necessary. Approximately \$5,000 should be budgeted for this phase of the project.

2022 **Survey Stakeout for Construction** – This phase of the project will consist of the stakeout of the proposed improvements, and other proposed components if necessary. The cost will be dependent on which items the contractor will choose

• • •
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mail@FerrieroEngineering.com

Re: **Sunset Lake Dam Rehabilitation**
NJDEP File No. 25-170

to have staked. Approximately \$10,000 should be budgeted for this phase of the project.

2022 **Construction Administration and Inspection Services** – The phase of the project will consist of the management of the construction project, review of shop drawings, and inspection of the construction. The NJDEP requires full time construction inspection under the supervision of a licensed professional engineer. The time required is highly dependent on the contractor so it is difficult to estimate. Approximately \$85,000 should be budgeted for this phase of the project. This does not include the structural and geotechnical inspections to be provided by others.

2022 **Geotechnical Inspection Services & Material Testing** – It will be necessary to obtain the services of a qualified geotechnical engineer to provide construction observation and testing of the earthwork. The phase of the project will consist of geotechnical engineering observation of the earthwork activities. This includes observation of demolition/stripping to evaluate the suitability of subsoils, laboratory analysis of proposed fill materials, observation of the placement of controlled compacted fill, compaction testing, meeting and reporting. A proposal from Melick-Tully and Associates was previously submitted to the Borough. The proposal is based on the number of site visits. This is highly dependent on the contractor so it is difficult to estimate. Approximately \$30,000 should be budgeted for this phase of the project.

2022 **Structural Inspection Services & Material Testing** – It will be necessary to obtain the services of a qualified structural engineer to provide construction observation and testing of the reinforced concrete spillway. The phase of the project will consist of structural engineering observation of the construction activities. A material testing laboratory will also be hired to perform the required testing of the concrete. A proposal from Courel Engineering, LLC was previously submitted to the Borough. As per the proposal, approximately \$12,375 should be budgeted for this phase of the project.

2022 **NJDEP Permit Compliance** – The New Jersey Historic Preservation Office (NJHPO) may request various studies due to the proposed impacts on the dam, which is over 50 years old. The studies must be conducted in phases. This work, if required, will be spelled out in greater detail in the Freshwater Wetlands Permit. A separate proposal will be prepared if required.

2022 **As Built Survey** - This phase of the project will consist of a survey of the improvements after completion of the project. Approximately \$8,000 should be budgeted for this phase of the project.

Re: Sunset Lake Dam Rehabilitation
NJDEP File No. 25-170

Other Work/Exclusions

This proposal does not include the costs associated with any construction, including fish relocation, Indian Bat surveys, or other items if deemed necessary by the reviewing agency.

This proposal assumes that the cost of printing the bid documents will be paid for by the prospective bidders as noted in the advertisement for bids.

The itemized breakdown of costs provided above has been prepared for budgeting purposes for the entire project. Some items may exceed the estimate, and some items may cost less than estimated. Construction inspection and management costs may vary based on the contractor's capabilities, rate of progress and site conditions.

Other surveying and engineering services beyond the scope of work contained in this proposal, such as field changes, can be performed as necessary on a time and materials basis in accordance with the attached fee schedule.

Please contact me if you have any questions or require any additional information.

Very truly yours,



Paul W. Ferriero, PE, CME
Borough Engineer

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 60-21

"RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND ANDERSON AND DENZLER ASSOCIATES, INC."

WHEREAS, there exists the need for professional engineering services (Borough Engineer) for the Borough of Mountain Lakes; and

WHEREAS, Anderson and Denzler Associates, Inc. has submitted a proposal for engineering services; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey:

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Anderson and Denzler Associates, Inc. for professional engineering services (Borough Engineer) for the Borough of Mountain Lakes as set forth in the attached contract.

Section 2. This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

Section 3. The term of this agreement shall be for one year from January 1, 2021 through December 31, 2021.

Section 4. A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						

Borough of Mountain Lakes
Contract Review Checklist

Vendor/Professional: Anderson & Donzella

Financial Impact:

Item	Applicability	Standard	Reviewed	Verified
Standard Agreement	All Contracts	Agreement provided.	(CF)	e
Affirmative Action (EEO) Form	Goods and Services; Professional Services	Employee information report provided	(CF)	e
Business Registration	Goods and Services; Professional Services	Copy of Registration provided	(CF)	e
Attorney Review	All Contracts	Confirmation that the agreement has been reviewed by the Borough Attorney	(CF)	e
Confidentiality	Professional Services; Goods and Services	Provisions when appropriate included in the contract	NA	NA
Business Entity / Corporate Disclosure	Goods and Services; Professional Services	Disclosure affidavit provided.	(CF)	e
Insurance	All Contracts	Proof of insurance as required by RFP, Specifications, or Contract	(CF)	e
Debarment	Public Works	Vender not currently on the State debarment list	(CF)	e
Invoice Process	All Contracts	Consistent with Local Public Contracts law and Borough procedures.	(CF)	e
Non-collusion	All Contracts	Non-collusion affidavit has been signed	(CF)	e
Non-performance	All Contracts	Provision addressing consequences for non-performance or breach of agreement.	(CF)	e
Political Contribution Disclosure	Professional Services	Disclosure language in contract; form completed	(CF)	e
Payment Terms	All Contracts	Do standard payment terms apply?	(CF)	e
Professional Appointment	Professional Services	Has a resolution of appointment been adopted	(CF)	e
Qualifications	Professional Services	Proof of professional licenses/certifications	(CF)	e
Renewal	Professional Services; Goods and services	Provision concerning renewal included where appropriate	(CF)	e
Term	All Contracts	One year term for professional services, two years for goods and services, or Statutory exception.	(CF)	e
Termination	All Contracts	Right to terminate included when appropriate	(CF)	e
Financial	All contracts	Has the economic impact of the transaction been evaluated?	(CF)	e

Date: 12/29/20

**PROFESSIONAL SERVICES AGREEMENT
BOROUGH OF MOUNTAIN LAKES
MORRIS COUNTY, NEW JERSEY**

THIS AGREEMENT, made this ___ day of _____, 20___ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Anderson + DeZile, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated Nov 10, 2020 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed 35,000.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is

reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

6. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status so affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regarding to age, race, creed, color, national origin, ancestry, marital status or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

(SEAL)

Date

ATTEST:
CONTRACTOR

Dore M...

12-28-20

DATE

By: *William S. B...*

ANDERSON & DENZLER ASSOCIATES, INC.

CONSULTING ENGINEERS

January 1, 2021

SCHEDULE OF FEES

FOR PROFESSIONAL ENGINEERING SERVICES RENDERED UPON A PER DIEM BASIS

Principal Engineer	\$166.55 per hour
Professional Engineer	151.60 per hour
Engineer	110.15 per hour
Senior Designer	117.15 per hour
Land Surveyor	118.20 per hour
Design Draftsman	91.80 per hour
Inspector	88.45 per hour
Draftsman	66.90 per hour
2-Man Field Crew	181.55 per hour
3-Man Field Crew	211.90 per hour

Invoices will include travel time and supplementary expenses for all items directly connected with the project. Travel costs @ \$0.60 per mile.

All invoices are due and payable when rendered.

A&D(1/1/2021)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, Made this day of , 2021 by and between:

THE BOROUGH OF MOUNTAIN LAKES, a public body corporate and politic, in the County of Morris and State of New Jersey, (Hereinafter referred to as the "Borough")

and:

WILLIAM D. RYDEN, Vice President of the firm of Anderson & Denzler Associates, a New Jersey corporation with offices at 519 Ridgedale Avenue, East Hanover, 07936 (Hereinafter referred to as "Engineer")

W I T N E S S E T H

The parties hereto, for and in consideration of the mutual promises, covenants and conditions herein contained, agree to and with each other, as follows:

A. SCOPE OF THE WORK:

Appointment to the position of Borough Engineer effective January 1, 2021 until December 31, 2021 with duties as defined by Borough Ordinances and/or as assigned by the Borough Manager, Planning Board or applicable Borough departments.

B. PAYMENT FOR ENGINEERING SERVICES:

Payment for all professional engineering services under this contract shall be in accordance with the per diem and hourly rate schedule attached hereto.

The sole exception to the above, shall be where the Borough and the Engineer elect to enter into a written agreement for a specific project, wherein payment shall be on a lump sum or other mutually agreed upon basis.

Payments for all services shall be on a monthly basis, subject to Borough review and approval.

C. TERMINATION:

This Agreement shall terminate on December 31, 2021 or may be terminated by either party by giving thirty (30) days written notice. Upon termination, all papers, documents, memoranda, reports, and other materials relating to the administration of his engineering duties shall be returned to the Borough.

D. SUCCESSORS AND ASSIGNS:

This Agreement and all of the covenants shall inure to the benefit of, and be binding upon the Borough and Engineer respectively, and their successors, assigns and legal representatives. Neither the Borough nor the Engineer shall have the right to assign, transfer or sublet their interests or obligations hereunder, without the written consent of the other.

E. POLITICAL CONTRIBUTION DISCLOSURE

This contract has been awarded to Anderson & Denzler Associates and William D. Ryden based on the merits and abilities of said firm and named professional to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Anderson & Denzler Associates, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

F. BUSINESS ENTITY DISCLOSURE CERTIFICATION

This Agreement is subject to the requirements of the "Local Unit Pay to Play Law" (P.L. 2004, c.19, amended by P.L. 2005, c.51), and the "New Jersey Campaign Contributions and Expenditures Reporting Act" (N.J.A.C. 19:44A-1 et. seq.). Anderson & Denzler Associates, Inc. certified compliance with the aforementioned laws, as per the attached "Business Entity Disclosure Certification" form attached hereto.

G. CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Anderson & Denzler Associates, Inc. has received a Certificate of Employee Information Report from the State Treasurer, a copy of which is attached hereto.

H. ACCEPTANCE & SIGNATURES

BOROUGH OF MOUNTAIN LAKES

ATTEST: _____ BY _____, Mayor

ENGINEER

ATTEST: Mary Kelly BY William D. Ryden
William D. Ryden, P.E., Vice President
Anderson & Denzler Assoc., Inc.

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 63-21

"RESOLUTION AUTHORIZING THE PAYMENT OF BILLS"

WHEREAS, the Borough Manager has reviewed and approved purchase orders requested by the Department Heads; and

WHEREAS, the Finance Office has certified that funds are available in the proper account; and

WHEREAS, the Borough Treasurer has approved payment, upon certification from the Borough Department Heads that the goods and/or services have been rendered to the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the current bills, dated January 25, 2021 and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

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CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 01/25/2021 For bills from 01/01/2021 to 01/19/2021

Check#	Vendor	Description	Payment	Check Total
18223	2426 - AGL WELDING SUPPLY CO.	PO 22155 DPW - EQUIPMENT & TOOLS - BLANKET 2020	75.79	75.79
18224	196 - ALLIED OIL	PO 22786 DPW - UNLEADED FUEL - BLANKET 2020	301.53	
		PO 22942 DPW - UNLEADED FUEL - 2020	1,558.06	
18225	189 - ANCHOR ACE HARDWARE	PO 21534 POLICE DEPT: ACCT # 001413 - 2020 BLANKE	10.56	1,859.59
		PO 22431 FIRE DEPT: TRUCK/MISC. - BLANKET	9.59	
		PO 22745 DPW & WATER DEPARTMENT - DEPARTMENT SUPP	12.97	
		PO 22745 DPW & WATER DEPARTMENT - DEPARTMENT SUPP	291.14	332.25
18226	3957 - ATLANTIC COAST FIBERS, LLC	PO 22884 REC: OWL WALK SUPPLIES	7.99	
18227	220 - ATLANTIC SALT, INC.	PO 21983 RECYCLING COSTS - BLANKET APRIL - DECE	307.67	
18228	2147 - CCTMO LLC	PO 22854 STREETS & ROADS - SNOW REMOVAL	4,332.06	4,332.06
18229	445 - CERBO'S PARSIPPANY GREENHOUSES, INC	PO 22952 JAN 2021 - CELL TOWER REIMBURSEMENT CROW	1,885.00	1,885.00
18230	456 - CHADLER SOLUTIONS, LLC	PO 22960 RECREATION - CHRISTMAS TREE LIGHTING - 2	364.40	364.40
18231	4090 - CLEAN MAT SERVICES, LLC	PO 22901 2021 VOL FIREARMS INS. ACCIDENT & SICKNE	3,512.00	3,512.00
18232	4094 - CONTINENTAL HARDWARE, INC	PO 22928 BORO/PD/DPW - MATS 1STQ2021	195.00	195.00
18233	1481 - CORE & MAIN, LP	PO 22948 RECREATION - BOAT RACKS	3,841.71	3,841.71
		PO 22352 WATER DEPARTMENT - EQUIPMENT - BLANKET 2	762.00	10,988.00
18234	3190 - COUNTY OF MORRIS	PO 22974 WATER METERS - SUNRISE DEVELOPMENT	10,226.00	
18235	3190 - COUNTY OF MORRIS	PO 22956 2020 ADDED & OMITTED TAX ASSESSMENT	9,046.09	
18236	2396 - COUNTY WELDING SUPPLY CO.	PO 22957 2020 ADDED & OMITTED TAX ASSESSMENT	296.11	296.11
18237	506 - DAN COMO & SONS, INC	PO 21981 STREETS & ROADS - EQUIPMENT & TOOLS BLAN	34.00	34.00
18238	4185 - DEER CARCASS REMOVAL SERVICE, LLC	PO 22953 DPW - LEAF & BRUSH REMOVAL DECEMBER 2020	2,940.00	2,940.00
18239	4004 - FBINAA	PO 22945 CLEAN COMMUNITIES GRANT - 2019	671.93	671.93
18240	1170 - FERGUSON ENTERPRISES #501	PO 22899 POLICE: 2021 FBINAA MEMBERSHIP DUES	115.00	115.00
18241	3109 - FERRIERO ENGINEERING, INC	PO 22889 BH: FOOTING-SLAB BLANKET	202.35	202.35
18242	2517 - FF1 FIREFIGHTER ONE, LLC	PO 22213 2020 DAM INSPECTIONS - BLANKET	11,500.00	11,500.00
18243	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 22675 FIRE DEPT: EQUIPMENT	103.25	103.25
		PO 22783 POLICE: SIGNS	70.00	230.00
18244	876 - GARDEN STATE LABORATORIES, INC	PO 22841 STREETS & ROADS - ROADWAY SIGNS	160.00	
18245	831 - GFOA OF NJ	PO 22106 WATER DEPARTMENT - WELL TESTING - BLANKE	944.00	
18246	2952 - GLANDER ELECTRIC CO., INC.	PO 22927 FINANCE: 2021 MEMBERSHIP	90.00	90.00
18247	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 22985 RECREATION - CHRISTMAS TREE	190.00	190.00
18248	152 - HD SUPPLY CONST & INDUST- WHITECAP	PO 22027 2020 ARCHIVE STORAGE - BLANKET- REMAININ	65.00	65.00
18249	911 - HOME DEPOT CREDIT SERVICES	PO 22873 BH: REBAR SOLD/EPOXY SLAB/PLAIN TIE WIR	1,257.01	1,257.01
		PO 22518 STREETS & ROADS - EQUIPMENT & TOOLS - BL	244.26	544.44
18250	1001 - INSTANT PRINTING, INC.	PO 22871 BH: MOVING SUPPLIES	300.18	
18251	3306 - INTERSTATE BATTERY OF NJ DIST #4573	PO 22938 FIRE SAFETY: 2021 INSPECTION CERTS	60.00	
18252	859 - JCP&L	PO 22280 DPW/ POLICE - VEHICLE REPAIRS - BLANKET	810.74	810.74
		PO 22931 ACCT#100 076 421 971/ BILL PRD: 10/6 - 1	374.92	2,258.47
		PO 22932 ACCT#100 075 505 725 - BILL PRD: 11/20 -	1.00	
		PO 22933 ACCT# 100 141 241 693 / BILL PRD: 11/20	106.59	
18253	859 - JCP&L	PO 22986 MAST ACCT# 200 000 021 275 / BILL DATE:	1,775.96	2,743.68
		PO 22988 M/A #200 000 054 011/ BILL DATE: JAN 6,	1,066.28	
		PO 22989 M/A #200 000 053 658 / BILL DATE: JAN 6,	1,615.35	
18254	1074 - JW PIERSON CO.	PO 22990 MASTER ACCT#200 000 574 000/ BILL DATE:	62.05	2,743.68
18255	1090 - KENVIL POWER MOWER	PO 21980 DPW - DIESEL FUEL - BLANKET 2020	1,179.12	1,179.12
18256	4061 - LIBERTY BUILDING PRODUCTS	PO 22357 STREETS & ROADS - EQUIPMENT & SUPPLIES -	5.25	5.25
		PO 22875 BH: REBAR & BUILDING SUPPLIES	2,010.00	2,568.20
18257	1438 - MAIN POOL & CHEMICAL COMPANY	PO 22894 BH: GENERATOR RELOCATION	558.20	
18258	1338 - MGL PRINTING SOLUTIONS, LLC	PO 21954 WATER DEPARTMENT - TREATMENT OF WELLS -	185.00	
18259	2356 - MINERVA CLEANERS	PO 22831 FINANCE: 2020 1099 FORMS - PROPOSAL	136.00	136.00
18260	3648 - MONMOUTH TELECOM	PO 22660 FIRE DEPT: GEAR CLEANING AND REPAIRS	631.55	631.55
18261	1472 - MURPHY MCKEON P.C.	PO 22926 2021 TELEPHONE SERVICES / ACCT# 36289 -	1,645.94	1,645.94
18262	3914 - NEW JERSEY CONFERENCE OF MAYORS	PO 22940 DECEMBER 2020 LEGAL SERVICES	2,820.00	2,820.00
18263	3367 - NEW JERSEY EZ PASS	PO 22911 2021 MEMBERSHIP NJ CONFERENCE OF MAYORS	295.00	295.00
18264	3367 - NEW JERSEY EZ PASS	PO 21537 POLICE: TOLLS - ACCT# 2000 1214 1640 8 -	1.00	1.00
18265	1553 - NEW JERSEY NATURAL GAS	PO 22615 STREETS & ROADS - NJ EZPASS - TOLL	1.50	1.50
18266	1533 - NJ DEPT OF COMMUNITY AFFAIRS	PO 22980 REFUND FOR ROAD OPENING	100.00	100.00
18267	1562 - NJLM	PO 22895 4TH QTR 2020 STATE PERMIT SURCHARGE FEES	3,957.00	3,957.00
		PO 22886 COUNCIL: ORIENTATION - NEWLY ELECTED OFF	90.00	180.00
18268	3844 - NJSLOM	PO 22887 COUNCIL: ORIENTATION - NEWLY ELECTED OFF	90.00	
18269	2500 - NORTON SEWER AND DRAIN	PO 22909 2021 ANNUALMUNICIPALITY MEMBERSHIP DUES	507.00	
18270	2727 - ONE CALL CONCEPTS, INC.	PO 22134 SEWER DEPARTMENT - SEWER LINE SERVICE -	350.00	350.00
18271	3173 - OPTIMUM	PO 21518 2020 JAN - DEC BLANKET / ACCT# 12-BML	75.07	75.07
18272	2968 - OPTIMUM	PO 21578 FIRE: ACCT# 07876-603439-01-8 CABLE - 20	71.69	71.69
18273	2968 - OPTIMUM	PO 22929 2021 DPW INTERNET SERVICES ACCT# 07876-6	136.18	136.18
18274	3659 - OPTIMUM	PO 22930 DFW: 2021 CABLE BOXES ACCT# 07876-41456	11.74	11.74
18275	4070 - PREMIER CAR WASH COR	PO 22969 JAN 2021 BORO INTERNET FEES: ACCT# 07876	140.55	140.55
18276	4141 - RESERVE ACCOUNT	PO 22275 POLICE: CAR WASHES - 2020 BLANKET(2)- AC	132.00	132.00
		PO 22982 POSTAGE METER REFILL: ACCT# 523225131	750.00	750.00

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 01/25/2021

For bills from 01/01/2021 to 01/19/2021

Check#	Vendor	Description	Payment	Check Total
18277	3990 - RICH TREE SERVICE, INC.	PO 22772 PARKS & PLAYGROUNDS - 2020 CHRISTMAS TRE	2,000.25	
18278	2397 - ROCKAWAY AUTO RESOURCES, LLC	PO 22809 SHADE TREE COMMISSION - PRUNE AND REMOVE	19,125.00	21,125.25
18279	3695 - RT 23 PATIO & MASON CENTER, LLC	PO 22743 VEHICLE REPAIRS - DPW - BLANKET	203.78	203.78
18280	1825 - RUTGERS, STATE UNIVERSITY OF NJ	PO 22891 BH: FOUNDATIONS WALLS/LOWER - BLANKET	314.30	314.30
18281	1948 - SHEAFFER SUPPLY, INC.	PO 22949 SOLID WASTE - EDUCATION - RECYCLING COOR	224.00	224.00
18282	4171 - SHORT LOAD CONCRETE, LLC	PO 22850 DPW - EQUIPMENT & TOOLS	1,266.30	1,266.30
18283	1937 - SPECTRUM COMMUNICATIONS	PO 22646 ISLAND BEACH PROJECT - BUILDING SUPPLIES	1,395.00	1,395.00
18284	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 22900 POLICE: BATTERIES	432.00	432.00
18285	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 22654 ORDER# 7316822563	231.55	231.55
		PO 22843 ORDER# 7320960317	81.98	
		PO 22882 FINANCE: ORDER# 7321370111	390.56	
		PO 22898 Office Supplies	120.98	593.52
18286	2745 - STATE OF NEW JERSEY	PO 22961 2Q2020 UNEMPLOYMENT REIMURSABLE	2,611.85	2,611.85
18287	1981 - SUBURBAN DISPOSAL, INC	PO 21984 SOLID WASTE/RECYCLING COLLECTION - BLANK	35,699.99	35,699.99
18288	1981 - SUBURBAN DISPOSAL, INC	PO 22968 BH: DEMOLITON OF CONCRETE	1,950.00	1,950.00
18289	3956 - TEAM LIFE, INC.	PO 22727 POLICE: ELECTRODES	618.00	618.00
18290	603 - TOWNSHIP OF DENVER	PO 22954 1Q21 PROPERTY TAXES - TOWPATH	1,110.31	1,110.31
18291	3171 - TOWNSHIP OF RANDOLPH	PO 22910 ADMIN: 2020 MCCPC MEMBERSHIP	1,100.00	1,100.00
18292	2079 - TREASURER, STATE OF NEW JERSEY	PO 22959 OCT-DEC 2020 MARRIAGE LICENSE FEES	75.00	75.00
18293	4088 - TURN OUT UNIFORMS, INC	PO 22897 POLICE: UNIFORMS	94.48	94.48
18294	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 22955 JANUARY 2021 SEWER MAINTENANCE CHARGES	39,166.67	39,166.67
18295	4069 - UNITED BUSINESS SYSTEMS	PO 22967 CANON COPIERS - 4th QTR 2020 - PRINTING	1,286.71	1,286.71
18296	1062 - UNITED SITE SERVICES	PO 21942 APRIL - DECEMBER 2020 BLANKET - CUST# 14	320.00	320.00
18297	2536 - UNUM LIFE INSURANCE COMPANY	PO 22892 JAN 2021 STD/LTD / LIFE INSURANCE	2,519.21	2,519.21
18298	2135 - VERIZON WIRELESS	PO 22992 ACCT# 882388054-00001 / DEC 05, 2020 TO	782.05	782.05
18299	832 - W.W. GRAINGER, INC	PO 22662 POLICE: MIRROR	114.68	
		PO 22811 DPW - DEPARTMENT SUPPLIES	109.08	
18300	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 22851 STREETS & ROADS - POTHOLE REPAIRS	506.25	730.01
18301	2161 - WELDON ASPHALT, INC.	PO 22804 DPW - RECYCLING ATTENDANT BOOTH - QUOTE	634.59	634.59
		PO 22976 DPW - POTHOLE REPAIRS & MAINTENANCE -	666.33	666.33
TOTAL				192,826.23

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-08-106-010	CLERK'S FEES & PERMITS			100.00	
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	1,850.00			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	982.00			
01-201-20-130-020	FINANCE - OTHER EXPENSES	90.00			
01-201-20-140-020	COMPUTER SERVICES	152.29			
01-201-23-210-020	INSURANCE - LIABILITY	3,512.00			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	2,519.21			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	547.00			
01-201-25-266-020	FIRE DEPT - SAFETY - OTHER EXP	60.00			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	136.18			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	224.00			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	195.00			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	3,841.71			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	9.14			
01-201-31-440-020	TELECOMMUNICATIONS	1,435.91			
01-203-20-100-020	(2020) GENERAL ADMIN - OTHER EXPENSE		1,242.48		
01-203-20-120-020	(2020) MUNICIPAL CLERK - OTHER EXP'S		39.04		
01-203-20-130-020	(2020) FINANCE - OTHER EXPENSES		560.94		
01-203-20-155-020	(2020) LEGAL SERVICES - OTHER EXPENSE		2,820.00		
01-203-20-165-020	(2020) ENGINEERING SERVICES		11,500.00		
01-203-25-240-020	(2020) POLICE DEPT - OTHER EXPENSES		1,114.72		
01-203-25-241-020	(2020) TRAFFIC & SAFETY COMM. - OTHER EXPENSES		114.68		
01-203-25-255-020	(2020) FIRE DEPT - OTHER EXPENSES		816.08		
01-203-25-266-020	(2020) FIRE DEPT - SAFETY - OTHER EXP		19.29		
01-203-26-290-020	(2020) STREETS & ROADS - OTHER EXP.		8,458.44		
01-203-26-300-020	(2020) SHADE TREE COMMISSION - O/E		19,125.00		
01-203-26-305-020	(2020) SOLID WASTE - OTHER EXPENSES		38,947.66		
01-203-26-310-020	(2020) BLDG & GROUNDS - MUNIC BLDG		60.46		
01-203-26-315-020	(2020) VEHICLE REPAIRS & MAINTENANCE		1,014.52		
01-203-28-370-020	(2020) PARKS & PLAYGROUNDS OTHER EXP.		2,562.64		
01-203-28-375-020	(2020) MAINT OF PARKS (BEACHES/LAKES)		320.00		

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-203-31-435-020	(2020) ELECTRICITY - ALL DEPARTMENTS				
01-203-31-440-020	(2020) TELECOMMUNICATIONS		3,155.00		
01-203-31-447-020	(2020) PETROLEUM PRODUCTS		992.08		
01-209-55-000-000	COUNTY ADDED/OMITTED PAYABLE		3,038.71		
01-211-55-100-000	COUNTY OPEN SPACE ADDED/OMITTED			9,046.09	
01-260-05-100	DUE TO CLEARING			296.11	
01-290-55-000-001	DUE TO NJ - DCA TRAINING FEES			0.00	126,815.38
01-290-55-000-002	DUE TO NJ - MARRIAGE LIC. FEES			3,957.00	
01-290-55-000-005	DUE TO T-MOBILE - SPRINT FEES			75.00	
				1,885.00	
TOTALS FOR	Current Fund	15,554.44	95,901.74	15,359.20	126,815.38
02-200-40-700-340	Clean Communities Grant				
02-260-05-100	DUE TO CLEARING			671.93	
				0.00	671.93
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	671.93	671.93
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16				
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			1,395.00	
04-260-05-100	DUE TO CLEARING			6,662.04	
				0.00	8,057.04
TOTALS FOR	General Capital	0.00	0.00	8,057.04	8,057.04
05-201-55-520-520	Water Operating - Other Expenses	1,110.31			
05-203-55-520-520	(2020) Water Operating - Other Expenses		13,981.00		
05-260-05-100	DUE TO CLEARING			0.00	15,091.31
TOTALS FOR	Water Operating	1,110.31	13,981.00	0.00	15,091.31
07-201-55-520-520	Sewer Operating - Other Expenses	39,166.67			
07-203-55-520-520	(2020) Sewer Operating - Other Expenses		412.05		
07-260-05-100	DUE TO CLEARING			0.00	39,578.72
TOTALS FOR	Sewer Operating	39,166.67	412.05	0.00	39,578.72
14-260-05-100	Due to Clearing			0.00	2,611.85
14-300-60-000-000	RESERVE FOR UNEMPLOYMENT INSUR			2,611.85	
TOTALS FOR	Unemployment Trust	0.00	0.00	2,611.85	2,611.85

Total to be paid from Fund 01 Current Fund 126,815.38
 Total to be paid from Fund 02 FEDERAL AND STATE GRANTS 671.93
 Total to be paid from Fund 04 General Capital 8,057.04
 Total to be paid from Fund 05 Water Operating 15,091.31
 Total to be paid from Fund 07 Sewer Operating 39,578.72
 Total to be paid from Fund 14 Unemployment Trust 2,611.85
 192,826.23

M. H. Pk

Checks Previously Disbursed

221004	Depository Trust Company, DTC	PAYMENT OF PRINCIPAL AND INTEREST	377,112.50	1/15/2021
18221	MTN. LAKES PUBLIC LIBRARY	PO# 22908 JAN 2021 MTN LAKES PUBLIC LIBRARY	24,834.58	1/07/2021
18220	TCF EQUIPMENT FINANCE	PO# 22903 POLICE CAR LEASE / CUST# 730289	2,247.19	1/07/2021
18219	NORTH JERSEY MUNICIPAL EMPLOYEE	PO# 22904 JANUARY 2021 DENTAL PREMIUMS - GRO	2,769.00	1/07/2021
18218	MTN. LAKES BOARD OF EDUCATION	PO# 22905 JANUARY 2021 MTN LAKES SCHOOL DIST	2,112,559.00	1/07/2021
18217	MORRIS COUNTY MUNICIPAL	Multiple:	51,891.00	1/07/2021
18216	KANSAS STATE BANK	PO# 22906 COPIER- jan 2021 SEMI ANNUAL LEASE	2,308.00	1/07/2021

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
18215	ANN PURCELL - PETTY CASH	PO# 22907	TO ESTABLISH PETTY CASH FUND FOR 2	250.00	1/07/2021
					2,573,971.27

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund QUALITY CUSTOM HOMES	2,573,971.27		2,573,971.27
Fund 01 Current Fund	2,566,033.77	126,815.38	2,692,849.15
Fund 02 FEDERAL AND STATE GRANTS		671.93	671.93
Fund 04 General Capital		8,057.04	8,057.04
Fund 05 Water Operating	4,116.75	15,091.31	19,208.06
Fund 07 Sewer Operating	3,820.75	39,578.72	43,399.47
Fund 14 Unemployment Trust		2,611.85	2,611.85
BILLS LIST TOTALS	5,147,942.54	192,826.23	5,340,768.77

List of Bills - (1710101001002) Escrow - Developers - Checking **Developer's Escrow**

Meeting Date: 01/25/2021 For bills from 01/01/2021 to 01/19/2021

Check#	Vendor	Description	Payment	Check Total
5210	1916 - STICKEL, KOENIG, SULLIVAN & DRILL,	PO 22818 NOVEMBER 2020 PROFESSIONAL SERVICES	1,356.25	1,356.25
	TOTAL			1,356.25

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	1,356.25
17-500-00-091-318	RINGO SUPPLY - SUN VALLEY SERVICES			901.25	
17-500-00-091-320	CORVELLI SERVICES LLC			455.00	
TOTALS FOR	Developer's Escrow	0.00	0.00	1,356.25	1,356.25

Total to be paid from Fund 17 Developer's Escrow

1,356.25
 =====
 1,356.25

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 64-21

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR AFFORDABLE HOUSING ADMINISTRATIVE
AGENT SERVICES BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND CGP&H (COMMUNITY GRANTS, PLANNING &
HOUSING)”**

WHEREAS, there exists the need for Affordable Housing Administrative Agent Services for the Borough of Mountain Lakes;
and

WHEREAS, CGP&H has submitted a proposal indicating that Affordable Housing Administrative Agent Services will be
provided for an annual fee not to exceed \$18,750 per year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of
contracts for "Professional Services" and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of
New Jersey:

Section 1. The Borough Manager and Deputy Borough Clerk are hereby authorized and directed to execute a contract
with CGP&H for Affordable Housing Administrative Agent Services for the Borough of Mountain Lakes as set
forth in a proposal dated December 30, 2020, for an annual fee not to exceed \$18,750 per year.

Section 2. This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local
Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to
practice a recognized profession that is regulated by law.

Section 3. The term of this agreement shall be for one year, from January 1, 2021 to December 31, 2021.

Section 4. A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough
Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						

Borough of Mountain Lakes Contract Review Checklist

Vendor/Professional: CGP&H

Financial Impact:

Item	Applicability	Standard	Reviewer	Verified
Standard Agreement	All Contracts	Agreement provided.	CF	P
Affirmative Action (EEO) Form	Goods and Services; Professional Services	Employee information report provided	CF	P
Business Registration	Goods and Services; Professional Services	Copy of Registration provided	CF	P
Attorney Review	All Contracts	Confirmation that the agreement has been reviewed by the Borough Attorney	CF	P
Confidentiality	Professional Services; Goods and Services	Provisions when appropriate included in the contract	~la	~la
Business Entity / Corporate Disclosure	Goods and Services; Professional Services	Disclosure affidavit provided.	CF	P
Insurance	All Contracts	Proof of insurance as required by RFP, Specifications, or Contract	CF	P
Debarment	Public Works	Vender not currently on the State debarment list	CF	P
Invoice Process	All Contracts	Consistent with Local Public Contracts law and Borough procedures.	CF	P
Non-collusion	All Contracts	Non-collusion affidavit has been signed	CF	P
Non-performance	All Contracts	Provision addressing consequences for non-performance or breach of agreement.	~la	~la
Political Contribution Disclosure	Professional Services	Disclosure language in contract; form completed	CF	P
Payment Terms	All Contracts	Do standard payment terms apply?	CF	P
Professional Appointment	Professional Services	Has a resolution of appointment been adopted		
Qualifications	Professional Services	Proof of professional licenses/certifications	~la	~la
Renewal	Professional Services; Goods and services	Provision concerning renewal included where appropriate	~la	~la
Term	All Contracts	One year term for professional services, two years for goods and services, or Statutory exception.	CF	P
Termination	All Contracts	Right to terminate included when appropriate	CF	P
Financial	All contracts	Has the economic impact of the transaction been evaluated? <i>no, increase</i>	CF	P

Date: 1/18/21

**PROFESSIONAL SERVICES AGREEMENT
BOROUGH OF MOUNTAIN LAKES
MORRIS COUNTY, NEW JERSEY**

THIS AGREEMENT, made this ___ day of _____, 20___ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and GG PH, LLC, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 12/30/20 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed 18,750.00.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.

4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.

5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is

reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

6. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status so affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regarding to age, race, creed, color, national origin, ancestry, marital status or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

(SEAL)

Date

ATTEST:
CONTRACTOR

Mateusz Citrus

11/14/2020

Date

By: [Signature]

(SEAL)

Fee Proposal

Affordable Housing Administrative Agent Services

Borough of Mountain Lakes New Jersey

December 30, 2020



CGPH

Community Grants, Planning & Housing
Good People. Great Results. Since 1993.
1249 South River Road, Suite 301
Cranbury, NJ 08512
(609) 642-4855 (direct line)
randy@cgph.net

AFFORDABLE HOUSING ADMINISTRATIVE AGENT SERVICES

Fee Proposal

CGP&H Fee Proposal Overview

The following table is an overview of the fees CGP&H will charge for affordable housing Administrative Agent Services for to the Borough of Mountain Lakes. Below this table are additional tables that break down by line items the fees in each category.

Total Estimated Budget Required for Comprehensive Administrative Agent Management and Accessory Apartment Services

Total for Accessory Apartment Program
(See Table A below for details)

\$14,150

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All Other Identified Administrative Agent Services
(See Table B below for details)

\$4,600

TOTAL COMBINED EXPECTED COST TO MOUNTAIN LAKES

\$18,750

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The remaining costs of providing administrative agent services in the Borough of Mountain Lakes are expected to be paid by landlords and owners of deed-restricted units. See Table C for the pricing that CGP&H will charge landlords/developers for that work. Please note the Borough of Mountain Lakes would normally not be responsible for any of the fees in Table C.

CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented in the tables below.

A. ACCESSORY APARTMENT PROGRAM SERVICES

1. Accessory Apartment Marketing and Coordination with the Borough	Not to exceed \$2,000 billed hourly at \$130 per hour for President, Vice President and all senior staff, \$85 per hour for all other staff.
2. Accessory Apartment Program Implementation	Not to exceed \$6,000 per unit billed hourly at \$130 per hour for President, Vice President and all senior staff, \$85 per hour for all other staff.
3. Reimbursement of Expenses	Not to exceed \$150 payable by the Borough.
4. Additional Advisory Services as requested by the Borough	Billed hourly at a rate of \$130 per hour for senior Staff and \$85 per hour for all other staff. Budget will depend on the breadth and scope of the services required by the Borough CGP&H will not bill for any time under this line item without written authorization from the Borough.
TOTAL FOR ACCESSORY APARTMENT PROGRAM (Assuming two accessory apartments)	<u>\$14,150</u> <u>This not to exceed budget is based on the continued pro-active involvement of the housing advisory committee.</u> <u>As always, CGP&H will not bill beyond this amount without additional written authorization from the Borough.</u>

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- 1. Accessory Apartment Marketing and Coordination with the Borough:** This includes, but is not limited to, working with Municipal representative(s) on program marketing, revising program terms; updating of operating manual, forms and outreach materials whenever needed. It also includes maintaining communications with the Advisory Committee and attending virtual or in person meetings with the housing advisory committee upon request up to this budgetary limit.
- 2. Accessory Apartment Program Implementation:** This includes, but is not limited to, the ongoing efforts to market the program to existing residents, distribute marketing materials, answer homeowner inquiries; take applications from initial submission through to case closing. The cost estimate for this line item may require revision based on local homeowner interest in the program, or if homeowners start the process but do not finish, etc. The Borough can decide whether it wants owners of future accessory units to pay CGP&H to market and fill their vacancies whenever that occurs, or whether the Borough will cover this periodic expense.

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- 3. Reimbursement of Expenses:** CGP&H will bill Mountain Lakes for direct costs related to annual mailings to homeowners and regional mailings conducted as part of required affirmative marketing. All direct costs will be based on actual costs incurred only.

B. ADMINISTRATIVE AGENT GENERAL SERVICES paid by Mountain Lakes	
1. General Administration & Reporting	Not to exceed \$4,000 billed at an hourly rate of \$130 per hour for senior staff, and \$85 per hour for all other staff
2. Waiting List Fee (Existing Affordable Sale Units)	Annual flat fee of \$300
3. Reimbursement of Expenses	Annual not-to-exceed up to \$300 payable by the Borough.
4. Additional Advisory Services as requested by the Borough	Billed hourly at a rate of \$130 per hour for senior Staff and \$85 per hour for all other staff. Budget will depend on the breadth and scope of the services required by the Borough. CGP&H will not bill for any time under this line item without written authorization from the Borough.
TOTAL FOR ADMINISTRATIVE AGENT SERVICES	\$4,600

- 1. General Administration & Reporting:** This includes creating and/or updating the Administrative Agent Operating Manual, and Affirmative Marketing Plan, if required. This also includes responding to general affordable housing inquiries, affirmative marketing, foreclosure prevention activities, and annual mailings to homeowners as well as preparing intent-to-sell packages and annual unit monitoring reports. It also includes advising Mountain Lakes on affordable housing requirements for new developments. CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that all other administrative agents administering affordable housing units in the municipality are meeting the regulations until further direction is provided by the State of New Jersey.
- 2. Waiting List Management (Existing Affordable Sale Units):** CGP&H has invested in the web-based Affordable Homes New Jersey Profile outlined throughout this proposal which will be utilized to maintain Mountain Lakes' waiting lists (for affordable sales and affordable rentals). For the sales units, this online system has the dual benefit to both applicants and affordable housing sellers alike by providing around the clock, user friendly and robust on-line tools for affordable housing applicants, while also increasing user turnaround times and cost efficiencies in our provision of these services. It will also allow for very robust and informative reports, including charts, with second to none informative data that can be shared on the Borough's website, as part of the Borough's mandated series of required reports from its approved settlement agreement.

Affordable Housing Administrative Agent Services

3. **Reimbursement of Expenses:** CGP&H will bill Mountain Lakes for direct costs related to annual mailings to homeowners and regional mailings conducted as part of required affirmative marketing. All direct costs will be based on actual costs incurred only.
4. **Additional Advisory Services as requested by the Borough:** These include special projects outside the scope of general administration including, but not limited to trust fund monitoring, mid-point review, and CTM entry of trust fund or unit information, group home research to document creditworthiness, or other special projects such as extension of controls or implementing an affordability assistance program. CGP&H will not bill for any time under these services without written authorization from the Borough.

The following Table C explains fees that could be charged to new developments in Mountain Lakes that utilize CGP&H for required Administrative Agent services.

C. RENTAL & OWNERSHIP FEES PAID BY Developer/Landlord/Homeowner		
1. Rental Fees	Flat fee of \$800/rental certification. No charge for applicants found to be ineligible. <i>No charge to prescreen applicants and referring as many applicants to landlord as needed to fill each vacancy</i>	Developer/Landlord pays fee. <i>Mountain Lakes will help facilitate CGP&H going under contract with developers.</i> <i>Mountain Lakes may pay this fee if Developer will not contract with CGP&H.</i>
2. Waiting List Management Fee	\$30 per deed restricted unit annual fee payable upon commencement of affirmative marketing. Minimum fee of \$300 annually.	Developer/Landlord pays fee
3. Lease Renewal Fee	\$30 per lease renewal	Developer/Landlord pays fee
4. Ownership Fee: Resales	3% of the sale price of the home or minimum of \$2,500.	Homeowner pays fee. <i>Mountain Lakes will pay difference between 3% resale fee and minimum of \$2,500 if fee paid by owner is less than \$2,500.</i>
5. Ownership Fee: Refinance Requests	\$175 flat fee to process request	Homeowner pays fee
6. Ownership Fee: New Development	CGP&H will charge a fee of \$2,000 per sale unit. \$1,000 will be billed at the time each home goes under contract and \$1,000 will be billed at closing. In the event that a buyer goes under contract and does not close, the first \$1,000 payment would not be returned.	Developer/Landlord pays fee
7. Setup of New Projects	\$1,000 flat fee per new development	Developer/Landlord pays fee
Cost to Mountain Lakes for these services	\$0.00 anticipated cost to Mountain Lakes.	

- Rental Fees:** CGP&H will contact the next applicant on the waiting list to prescreen them for eligibility, refer them to the landlord, and invite them to submit a full application. CGP&H will collect and review documentation from the applicant households to determine their eligibility. Eligibility determination fees do not include credit or background checks, which are generally done by the landlord. The Developer/Landlord may pay rental certification fees.

2. **Waiting List Management Fee:** The waiting list management fee will allow us to maintain the waiting list on our web-based Affordable Homes New Jersey Profile (affordablehomesnewjersey.com). This unique online system provides around-the-clock, user-friendly and robust online tools for applicants, while also increasing our turnaround times. After initial lease-up, all applicants will be required to update their information annually.
3. **Lease Renewal Fee:** CGP&H will advise the Developer of the maximum rental amount before each new lease is executed and we will review all executed leases and maintain copies in our files, as required by UHAC.
4. **Ownership Fee: Resales:** CGP&H will charge the seller a fee as a percent of the sales price to refer interested buyers, coordinate with both the seller and all interested applicants throughout the duration of the sale process, income certify prospective buyers, prepare the closing documents, attend closings whenever required, and perform other duties related to the closing. This fee is paid by the owner directly to CGP&H at closing. In the unusual event where the sale fee comes in less than the minimum, CGP&H will be paid the difference by the municipality.
5. **Ownership Fee: Refinance Requests:** CGP&H charges existing homeowners a fee per request to process requests for subordination or home equity loans. This fee will be paid by the homeowner requesting the review.
6. **Ownership Fee: New Development:** After random selection is completed, CGP&H will process the pre-applications, screen pre-applicants, and refer eligible households to the developer, income certify all buyers, coordinate with mortgage providers, and prepare affordable housing related closing documents for the project.
7. **Setup of New Projects:** CGP&H will charge new developers a flat fee for project set-up activities. This includes pricing of units, preparation of deed restriction, affirmative marketing, and all other set-up activities.

If a housing rehabilitation program is required, CGP&H would be happy to provide a cost proposal for those services. Providing expert, turnkey housing rehabilitation services is a significant part of CGP&H, consisting of six staff members who exclusively focus on providing housing rehabilitation services to over 40 municipalities in New Jersey and two county clients in Eastern Pennsylvania at this time.

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 65-21

**“RESOLUTION RECOGNIZING EMPLOYEE BENEFITS CONSULTING SERVICES GROUP, LLC AS PRODUCER
OF THE BOROUGH OF MOUNTAIN LAKES EMPLOYEE DENTAL BENEFITS PROGRAM”**

WHEREAS, the Borough of Mountain Lakes is a member town of the North Jersey Municipal Employee Benefits Fund (hereinafter “Fund”); and

WHEREAS, the bylaws of the Fund require that Employee Benefits Consulting Services Group, LLC as the Fund Program Manager perform certain consulting, field, and marketing services to Fund members; and

WHEREAS, the Fund, recognizing that members may have existing relationships with a licensed broker/consultant, allow the member to appoint (subject to approval of the Fund and Program Manager) another firm to perform the portion of the professional consulting services normally provided by the Program Manager to the member municipality as detailed in the “Producers Agreement” attached hereto; and

WHEREAS, Employee Benefits Consulting Services Group, LLC has provided Mountain Lakes with consulting, field, and marketing services in connection with the employee dental benefits plan; and

WHEREAS, the Executive Committee of the Fund determines annually the fee payable to producers based on the Municipality’s assessment which expenditure represents reasonable compensation for the services required and is included in the assessment for this fund and for **2021 is set at \$2.36 per employee per month**; and

WHEREAS, the nature of the Consultant’s duties renders comparative bidding impractical and the amount paid is under the amount required for public bidding.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, that Employee Benefits Consulting Services Group, LLC is hereby recognized as Producer for employee dental benefits plan for **2021** and requests that the Fund authorize a sub-contract between the Fund’s Program manager and Employee Benefits Consulting Services Group, LLC in the form attached hereto.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						

PRODUCERS AGREEMENT

This Agreement entered into this ____ day of ____ between the Borough of Mountain Lakes (hereinafter referred to as Municipality) and Employee Benefits Consulting Services Group (hereinafter referred to as Producer).

WHEREAS, the bylaws and risk management plan of the North Jersey Municipal Employee Benefits Fund (hereinafter referred to as Fund) require the Program Manager to provide, among other duties, various Field Service and Marketing activities to member local units of the Fund and;

WHEREAS, The Program Manager, subject to approval of the Fund's Executive Committee may allow said Field Service and Marketing activities to be performed by another qualified person or firm designated and duly requested and appointed by a member local unit to provide said services and;

WHEREAS, The Borough of Mountain Lakes desire the professional services as outlined in this Agreement to be performed by Producer pursuant to the resolution adopted by the Fund member's Governing Body and;

WHEREAS, The Program Manager has agreed to sub-contract said services and the Executive Committee of the Fund has approved and authorized The Program Manager to enter into this sub-contract agreement at its meeting held on the ____ day of ____ 20 to be effective on 01-01-2021 and;

WHEREAS, Producer shall comply with all Laws and Regulations governing the operations of Health Insurance Funds, as well as, N.J.S.A. 19:44A-20.4 et seq, if applicable, and adhere to a high level of professionalism in the performance of their duties under this Agreement.

NOW THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein agree as follows:

- A. Evaluation of the Fund Member(s) requirements and coverage available through the Fund.
- B. Explanation of the various coverages available from the Fund and assist the Fund Member(s) in the selection of proper coverage.
- C. Preparation of applications, census data and disclosure forms, etc., required by the Fund.

D. Presentation of the Fund's programs to officials of the Fund Member(s) and, when so directed by them, to the bargaining units and other covered persons, including employee meetings, etc., for the purpose of communicating and coordinating the installation of the Fund's program(s).

E. Review the Fund's assessment (s) with the Fund Member(s) and assist the Fund Member(s) in the preparation of the Employee Benefits portion of its insurance budget.

F. Assist the Fund Member(s) in reviewing the proposed plan document as prepared by the fund to make sure it is consistent with current benefit plans (prior document it was to replace if applicable), and other contractual requirements, including any amendments, thereto, prior to the final approval of said document.

G. Act as a liaison between Fund Member(s), its covered persons, bargaining units etc. and The Program Manager as well as any other Fund Professional(s) to resolve coverage, claim and service issues.

H. Act as a liaison between the Fund and the Fund member(s), its bargaining units and other covered persons for the purpose of providing ongoing member communications.

I. Assist the Fund in achieving its objectives, which include, but are not limited to cost containment efforts, employee education/communication and problem resolution.

J. Prepare employee communication documents concerning initial enrollment and the annual open enrollment, and coordinate the enrollment process between the Fund Member(s), The Program Manager and other Fund professionals.

K Consult with Fund Member(s) concerning plan design options in accordance with the Fund objectives. When requested by member town, provide advice and attendance with union negotiations regarding proposed plan changes and communicate any proposed changes to The Program Manager, within the Fund's Benefit Change Policy/Procedure for processing such change. Program Manager will present such changes for approval in accordance with the Fund's procedures. Coordinate all appropriate revisions to plan documents with The Program Manager as necessitated by such changes.

L. Promptly communicate to The Program Manager, any written complaints or claim appeals received by the Producer and assist in the resolution of same according to Fund's policies and procedures.

M. Maintain a complaint log on forms supplied by The Program Manager, expressed by Fund Member(s) and/or its covered persons including the resolution of the same. The log and report shall be submitted to The Program Manager by the fifth (5) working day of each month, covering prior month's activity.

N. Keep informed on the funds operations as to the extent allowed by the Fund and apprise Fund Member(s) on Fund matters of importance to them.

O. Any other related services required as may be agreed between The Program Manager and the Producer or as requested by the Fund.

P. Producer shall comply with the applicable data transmission, security, and privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH), title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and any regulations promulgated there under.

The term of this Agreement shall be for one year from the 1 day of January 2021 unless terminated as hereinafter provided in this Agreement.

The Municipality authorizes the Fund to pay its Producer as compensation for services rendered the amount as determined or as approved by the Executive Committee of the Fund, and which amount has been included in the Municipality's assessment.

The Municipality may terminate this Agreement at any time during the term thereof by giving ninety (90) days written notice setting forth the cause or causes for termination of the Producer. The Producer may terminate this Agreement at any time during the term thereof, by giving ninety (90) days written notice. Fees shall be prorated to the date of termination.

ATTEST:

MUNICIPALITY:

Municipal Clerk

Mayor

ATTEST:

PRODUCER: Joseph M. Rude
Employee Benefits Consulting Services
Group
153 Bauer Drive
Oakland, NJ 07436

Carl A. [Signature]

Joseph M. Rude

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 66-21

**"RESOLUTION AWARDING A CONTRACT FOR INTEGRATED CANADA GOOSE MANAGEMENT
TO THE UNITED STATES DEPARTMENT OF AGRICULTURE, APHIS WILDLIFE SERVICES"**

WHEREAS, there exists the need for integrated Canada Goose management for the Borough of Mountain Lakes;
and

WHEREAS, the Borough has received a proposal for integrated Canada Goose management from the United States Department of Agriculture (U.S.D.A.), Aphis Wildlife Services; and

WHEREAS, the Borough Manager has recommended acceptance of the proposal from the U.S.D.A., Aphis Wildlife Services.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that a Contract is hereby awarded to the U.S.D.A., Aphis Wildlife Services, 350 Corporate Boulevard, Robbinsville, NJ, 08691 for the Borough's 2021 integrated Canada Goose management as per the fee schedule in the attached contract.

BE IT FURTHER RESOLVED that the term of this contract shall be from February 1, 2021 through September 30, 2021.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						

Borough of Mountain Lakes
Contract Review Checklist
Vendor/Professional: USDA Goose Management 2021

Financial Impact:

Item	Applicability	Standard	Reviewer	Verified
Standard Agreement	All Contracts	Agreement provided.	CR	✓
Affirmative Action (EEO) Form	Goods and Services; Professional Services	Employee information report provided	N/A	✓
Business Registration	Goods and Services; Professional Services	Copy of Registration provided	N/A	✓
Attorney Review	All Contracts	Confirmation that the agreement has been reviewed by the Borough Attorney	CR	✓
Confidentiality	Professional Services; Goods and Services	Provisions when appropriate included in the contract	N/A	✓
Business Entity / Corporate Disclosure	Goods and Services; Professional Services	Disclosure affidavit provided.	N/A	✓
Insurance	All Contracts	Proof of insurance as required by RFP, Specifications, or Contract	N/A	✓
Debarment	Public Works	Vender not currently on the State debarment list	CR	✓
Invoice Process	All Contracts	Consistent with Local Public Contracts law and Borough procedures.	CR	✓
Non-collusion	All Contracts	Non-collusion affidavit has been signed	N/A	✓
Non-performance	All Contracts	Provision addressing consequences for non-performance or breach of agreement.	CR	✓
Political Contribution Disclosure	Professional Services	Disclosure language in contract; form completed	N/A	✓
Payment Terms	All Contracts	Do standard payment terms apply?	CR	✓
Professional Appointment	Professional Services	Has a resolution of appointment been adopted	CR	✓
Qualifications	Professional Services	Proof of professional licenses/certifications	CR	✓
Renewal	Professional Services; Goods and services	Provision concerning renewal included where appropriate	N/A	✓
Term	All Contracts	One year term for professional services, two years for goods and services, or Statutory exception.	CR	✓
Termination	All Contracts	Right to terminate included when appropriate	CR	✓
Financial	All contracts	Has the economic impact of the transaction been evaluated? <u>+1%</u>	CR	✓

Date: 1/18/21

COOPERATIVE SERVICE AGREEMENT
between
BOROUGH OF MOUNTAIN LAKES (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to assist in a Canada goose (*Branta canadensis*) damage management project as described in the attached Work Plan

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following, Mitchell Stern, as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
Mitchell Stern, Borough Manager
400 Boulevard, Mountain Lakes, NJ 07046
973-334-3131 Ext. 2006
RSheola@mtnlakes.org
manager.
2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.
Aaron Guikema, State Director
USDA APHIS WS Program in New Jersey
140 C Locust Grove Road, Pittstown, NJ 08867
908-735-5654
Aaron.T.Guikema@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice Cooperator quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on February 1, 2021 and shall continue through September 30, 2021, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 22-6002119

APHIS-WS's Tax ID: 41-0696271

COOPERATOR

Mitchell Stern, Borough Manager
Borough of Mountain Lakes
400 Boulevard, Mountain Lakes, NJ 07046

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Aaron Guikema, State Director
USDA, APHIS, WS
140C Locust Grove Road, Pittstown, NJ 08867

Date

WORK PLAN

In accordance with the Cooperative Service Agreement between Borough of Mountain Lakes and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

The USDA is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authorities for APHIS-WS are the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 USCA 8353). APHIS-WS activities are conducted in cooperation with other Federal, State and local agencies; private organizations; and individuals.

The APHIS-WS program uses an Integrated Wildlife Damage Management (IWDM) approach in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, managing wildlife damage may require that the offending animal(s) be removed or that the local populations of the offending species be reduced.

Program Objective

The wildlife damage management program at Borough of Mountain Lakes will be directed primarily at reducing human health and safety risks and property damage associated with Canada goose (*Branta canadensis*).

Plan of Action

Canada goose presence on Borough of Mountain Lakes property(s) can result in accumulation of feces (nuisance, potential human health concerns, lower water quality), consumption of turf or vegetation, aggression during the nesting season (potential human safety problems), creation of hazards on roadways or to aviation, and/or other problems that affect the quality of life for residents, patrons and/or employees.

APHIS-WS Wildlife Biologists and Specialists, who have been trained in wildlife damage management, will conduct operational activities including nest and egg management (egg addling), capture and euthanasia, and population monitoring.

Nest and egg management inhibits reproduction to help control the local population and associated problems. APHIS-WS will conduct treatment and/or destruction of Canada goose nests and eggs throughout the nesting season, typically March through May.

Population monitoring may occur throughout the length of the agreement. Population monitoring can include post-nesting and pre-capture surveys, migratory goose population surveys, and/or surveys of mute swans, feral/domestic geese, and feral/domestic ducks.

Capture and euthanasia of Canada geese will occur one day during the molt period in June or July. APHIS-WS and Borough of Mountain Lakes will determine if other capture methods are appropriate outside of the molt period, such as cannon nets, bow nets, and/or other proposed

methods as agreed upon by both parties. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS-WS policy. When applicable, euthanized birds will be sampled and tested for research purposes. Euthanized birds will be disposed of as permitted by the U.S. Fish and Wildlife Service (USFWS) by burial, incineration or donation for non-human consumption.

APHIS-WS will conduct activities and record take under a USFWS Migratory Bird Depredation Permit issued to the APHIS-WS program. APHIS-WS will provide a final report to Borough of Mountain Lakes summarizing Canada goose management pursuant to this agreement no later than September 30, 2021.

APHIS-WS and Borough of Mountain Lakes Agree

1. Borough of Mountain Lakes will coordinate with APHIS-WS before responding to media and public requests or posting information to social media pertaining to wildlife damage management activities and will provide a spokesperson to respond to information requests concerning such activities.
2. APHIS-WS will conduct activities designated in the Work Plan only at the property(s) of Borough of Mountain Lakes, unless written permission has been granted by means of obtaining a Work Initiation Document for Wildlife Damage Management (WS Form 12A) to conduct similar activities on neighboring properties.
3. Borough of Mountain Lakes has employed on their property(s) non-lethal Canada goose management techniques prior to this agreement and will continue non-lethal techniques in the future. Non-lethal techniques include, but are not limited to, harassment, exclusion (e.g., fencing), habitat modification, visual deterrents and/or reproductive control (e.g., egg addling). In addition, Borough of Mountain Lakes has implemented a no feeding policy on their property(s).

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$ 4,464.00
Travel		\$ 1,791.00
Vehicles		\$ 422.00
Other Services		\$ -
Supplies and Materials		\$ 220.00
Equipment		\$ -
Subtotal (Direct Charges)		\$ 6,897.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$ 759.00
Indirect Costs	16.15%	\$ 1,114.00
Aviation Flat Rate Collection		\$ -
Agreement Total		\$ 8,770.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$8,770. APHIS-WS costs are not based on number of nests found or birds captured but are instead based on the above line items. Minimal costs will be charged for supplies purchased and personnel time already expended in regards to the terms of this agreement, should activities be deemed as unnecessary.		

Financial Point of Contact/Billing Address:

Borough of Mountain Lakes

Name: _____

Address: _____

Phone Number: _____

Email: _____

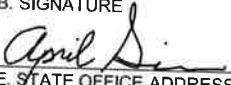
APHIS-WS New Jersey State Office

Lisa Spinelli, Budget Analyst
 140 C Locust Grove Road
 Pittstown, NJ 08867
lisa.l.spinelli@usda.gov
 908-735-5654

Purchase orders, if applicable, should be submitted to APHIS-WS contact above.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

WORK INITIATION DOCUMENT FOR
WILDLIFE DAMAGE MANAGEMENT

SECTION 1	1. WORK INITIATION DOCUMENT NUMBER		2. STATUS ☐ NEW ☒ RENEWAL	
	3A. TYPE OF WORK INITIATION DOCUMENT (mark all that apply) ☐ PRIVATE PROPERTY ☒ NON-PRIVATE PROPERTY ☐ TEMPORARY/CIVIL ☐ ADJACENT LANDOWNER ☐ AMENDMENT TO AN EXISTING WORK INITIATION DOCUMENT		3B. ASSIGN TO THESE SPECIAL GROUPS (1) (2) (3) (4)	
SECTION 2	4. COOPERATOR NAME (last, first, MI) Stern, Mitchell			
	5. COOPERATOR MAILING ADDRESS 400 Boulevard, Mountain Lakes NJ 07046-3856			
	6. COMMON NAME Mountain Lake, Borough of		7. COOPERATOR TELEPHONE NUMBER 973-334-3131x2006	
	8. OWNER OR REPRESENTATIVE NAME (if different from Cooperator) Cara Fox		9. OWNER OR REPRESENTATIVE TELEPHONE NUMBER	
SECTION 3	10. OWNER OR REPRESENTATIVE ADDRESS (if different from Cooperator)			
	11. PROPERTY / LAND CLASS INFORMATION			
	COUNTY	PROPERTY	LAND CLASS	ACRES
	A. Morris	Borough of t	Other Public	1856
	B.			
	C.			
SECTION 4	12. ADJOINING PROPERTY WID NO.'s			
	13. TARGETED SPECIES			
	A. Geese, Canada F.			
	B. Swans, mute G.			
	C. Geese, Feral H.			
	D. Ducks, Feral I.			
SECTION 5	E. J.			
	STATE NJ TOTAL ACRES 1856			
	14. There are additional targeted species (complete and attach WS Form 12 Addendum)			
	15. In consideration of the benefits to be derived from the proper management of damage caused by those species listed in Item 13 (and Item 14 if applicable), I, the undersigned Cooperator or Cooperator's representative, do hereby give my consent and concurrence to the Animal and Plant Health Inspection Service (APHIS) (to include its officials, employees, and agents) to use, upon lands owned, leased, or otherwise controlled by me, and identified by this Work Initiation Document, the following methods and devices (COMPONENTS):			
	A. Car/truck		B. Boat	
	D. Handcaught/gathered		E. Traps, drive	
SECTION 6	C. Hand tools			
	F.			
	16. There are additional components (complete and attach WS Form 12 Addendum)			
	17. I, the Cooperator or Cooperator's representative, have been informed of the methods and the manner in which the control materials and devices listed in Section 4 will be used, and of the possible hazards associated with their use. I understand that APHIS (to include its officers, employees, and agents) will exercise reasonable precautions to safeguard all persons to prevent injury to animal life other than those listed in Section 3, Item 13 (and Item 14, if applicable); guard against the mishandling of control devices and materials; and exercise due caution and proper judgment in all wildlife damage management operations. I understand that APHIS, WS, will maintain restricted use pesticide application records on applications made under the Work Initiation Document, and that APHIS WS will provide copies of the records or record information promptly upon the property owner's or cooperator's request. I understand that APHIS may collect Global Positioning System (GPS) coordinates at the project site as part of component or activity tracking or as wildlife disease monitoring or research data.			
	18. In consideration of these understandings and of the benefits to be derived, I, the Cooperator or Cooperator's representative, agree to take reasonable precautions to prevent injury to livestock and other domestic animals; assume responsibility for injury to my property under my control when said injury is not the result of negligence on the part of APHIS; assist in maintaining such warning signs as APHIS may place for the purpose of notifying persons entering onto such lands of the possible hazards associated with wildlife damage management measures in use thereon; and to give adequate warning of these possible hazards to persons I authorize to enter onto such lands. Further, in recognition of the benefits to be derived from the use of specified methods and devices authorized by this Work Initiation Document, I, the cooperator or cooperator's representative, agree not to concurrently use or allow to be used upon lands covered by this Work Initiation Document any toxic material that might reasonably be expected to take a species listed above in Section 3, Item 13 (and Item 14, if applicable), unless such use of said toxicant is agreed to by APHIS in writing.			
	19. SPECIAL CONSIDERATIONS Mute swans, feral geese, and feral ducks will only be surveyed.			
20A. LANDOWNER, LESSEE, OR ADMINISTRATOR NAME AND TITLE		20B. SIGNATURE	20C. DATE	
21A. APHIS REPRESENTATIVE NAME April Simnor		21B. SIGNATURE 	21C. DATE 12/30/2020	
21D. APHIS REPRESENTATIVE TELEPHONE NUMBER 908-256-4417		21E. STATE OFFICE ADDRESS 140C Locust Grove Road, Pittstown, NJ 08867		

PRIVACY ACT NOTICE

5 U.S.C. 552a(e)(3) requires that each agency that maintains a system of records provide each individual from whom the agency solicits information with the following information.

AUTHORITY FOR REQUESTING INFORMATION

7 U.S.C. 8351 to 8353, and 16 U.S.C. 667, authorizes officers, agents, and employees of the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) to conduct a program of wildlife services and to enter into agreements with States, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting such services.

NATURE OF YOUR DISCLOSURE OF INFORMATION

Disclosure of information solicited by USDA, APHIS, Wildlife Services is voluntary.

PRINCIPLE PURPOSE FOR WHICH THE INFORMATION IS SOLICITED

Information is solicited from you for the purpose of executing and implementing agreements for control of wildlife damage.

ROUTINE USES WHICH MAY BE MADE OF THE INFORMATION

- (1) To cooperative Federal, State, Tribal, and local government officials, employees, or contractors and other parties as necessary to carry out the program; and other parties engaged to assist in administering the program. Such contractors and other parties will be bound by the nondisclosure provisions of the Privacy Act. This routine use assists the agency in carrying out the program, and thus is compatible with the purpose for which the records are created and maintained;
- (2) To the appropriate agency, whether Federal, State, local, Tribal, or foreign, charged with responsibility of investigating or prosecuting a violation of law or of enforcing, implementing, or complying with a statute, rule, regulation, or order issued pursuant thereto, of any record within this system when information available indicates a violation or potential violation of law, whether civil, criminal, or regulatory in nature, and either arising by general statute or particular program statute, or by rule, regulation, or court order issued pursuant thereto;
- (3) To the Department of Justice when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the Department of Justice has agreed to represent the employee, or the United States, in litigation, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the use of such records by the Department of Justice is deemed by the agency to be relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the Department of Justice is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (4) For use in a proceeding before a court or adjudicative body before which the agency is authorized to appear, when the agency, or any component thereof, or any employee of the agency in his or her official capacity, or any employee of the agency in his or her individual capacity where the agency has agreed to represent the employee, or the United States, where the agency determines that litigation is likely to affect the agency or any of its components, is a party to litigation or has an interest in such litigation, and the agency determines that use of such records is relevant and necessary to the litigation; provided, however, that in each case, the agency determines that disclosure of the records to the court is a use of the information contained in the records that is compatible with the purpose for which the records were collected;
- (5) To appropriate agencies, entities, and persons when the agency suspects or has confirmed that the security or confidentiality of information in the system of records has been compromised; the agency has determined that as a result of the suspected or confirmed compromise, there is a risk of harm to economic or property interests, a risk of identity theft or fraud, or a risk of harm to the security of integrity of this system or other systems or programs (whether maintained by the agency or another agency or entity) that rely upon the compromised information; and the disclosure made to such agencies, entities, and persons is reasonably necessary to assist in connection with the agency's efforts to respond to the suspected or confirmed compromise and prevent, minimize, or remedy such harm;
- (6) To USDA contractors, partner agency employee or contractors, or private industry employed to identify patterns, trends, or anomalies indicative of fraud, waste, or abuse;
- (7) To land management agencies, such as the Bureau of Land Management and the U.S. Fish and Wildlife Service, relating to wildlife damage on grazing allotments;
- (8) To consumer reporting agencies in accordance with 31 U.S.C. 3711(e);
- (9) To Federal, State, Tribal, and local regulatory agencies and their employees and contractors who collaborate with Wildlife Services in implementation of, or agencies that regulate, wildlife management projects or programs, or who have an interest in, or regulate, animal or public health, or national security;
- (10) To Federal or State Government-level representatives of the U.S. Environmental Protection Agency, in compliance with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) mandate (7 U.S.C. 136), of the location on a cooperator's property where certain regulated pesticide devices are deployed or regulated pesticides are applied; and
- (11) To the National Archives and Records Administration (NARA) or to the General Services Administration for records management inspections conducted under 44 U.S.C. 2904 and 2906.

EFFECTS OF FAILURE TO FURNISH INFORMATION

Failure to provide the solicited information will not subject you to penalties or adverse consequences.

Instructions for Completing WS Form 12A, Work Initiation Document For Wildlife Damage Management

NOTE: A WS Form 12A Work Initiation Document (WID) is required to be signed by a Cooperator for all properties worked by Wildlife Services (WS). The WID and the WID agreement in WS Management Information System (MIS) expire 5 years after the Cooperator signature date. To renew a WID agreement for another 5 years, a new WS Form 12A is required to be signed by the Cooperator, and everything on the WID agreement in MIS must match the corresponding items on the WS Form 12A.

NOTE: An expanded and detailed set of instructions for the WID is available in MIS. Employees should study the detailed version until familiar with completing the WID.

SECTION 1 – Basic WID Identification and Type

1. Entering the WID document number is optional. Contact your MIS Data Technician to obtain this number if one is needed.
2. Mark only one box, selecting New (agreement) or Renewal (of existing agreement).
3. A WID may have more than one type of work characteristic. Mark all applicable boxes indicating this WID's type of work.

SECTION 2 – Cooperator Information

4. Enter the name of the Cooperator as it appears on the Cooperative Service Agreement, Cooperative Service Field Agreement, Memorandum of Agreement or Understanding, or as it appears in the Cooperator's business references.
5. Enter the Cooperator's mailing address with street or P.O. box, city, state, and ZIP code. This may be the permanent address, mailing address, home address, or business/office address.
6. Enter the common name of the Cooperator's business, farm, or ranch, if applicable.
7. Enter the Cooperator's telephone number including the area code. It may be a landline or mobile telephone number.
8. Enter the name of the owner or Cooperator's representative if it is different from the Cooperator's name.
9. Enter the property owner's or property owner representative's telephone number including area code.
10. Enter the property owner's address (or property owner representative's work address if this is a business or a non-private agreement), including the ZIP code. If the Cooperator's address in Item 5 is also the owner's address, skip this step.

SECTION 3 – Property Information, Location of Work, and Species Being Addressed

11. In this subsection, record the state and counties for the site(s) where the work is being performed for the cooperator. Include for each property the land class being worked on and the number of acres for the land class. Usually, only one land class can be recorded per property. If there is more than one land class on a property, identify each of them separately (e.g. Property: Smith #1, Land Class Private; Smith #2, Land Class County/City). Record the total acres by summing all entries in the "Acres" column.
12. If the WID allows work on an adjoining property as part of the project, additional WIDs signed by the adjoining landowners/ managers must be obtained. The WID document numbers for the adjoining properties go in this subsection. If WID numbers are not assigned, list the name of the other land owners/managers instead of numbers.
13. List the full common names of the targeted species as found in MIS. Review MIS Reference Files for accuracy.
14. If more than 10 species are targeted, mark this box and list the additional species on WS Form 12 Addendum. The WS Form 12A also requires an original signature. Ensure the WS Form 12 Addendum is attached to this WS Form 12A.

SECTION 4 – Component Use Information

15. List the components that will be used in the project. They must be annotated exactly as they appear in the MIS component list. Do not list any activities (e.g., shooting, trapping, etc.).
16. If more than six components are entered, mark this box and list the additional components on WS Form 12 Addendum. The WS Form 12 Addendum also requires an original signature. Ensure the addendum is attached to this WS Form 12A.

Section 5 – Work Initiation Considerations, WS Responsibilities

17. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

Section 6 – Work Initiation Considerations, Cooperator Responsibilities

18. The Cooperator is required to read this section, or alternatively have it read to him/her, before signatures are affixed to the WID.

19. **Special Considerations** - If any special considerations are agreed to for this project, enter them in Item 19. They may also be entered in the MIS in the Agreement Remarks or the Property Comments fields.

20, 21. **Signatures/Dates** – To complete the form, both the Cooperator's authorized signer and the APHIS Representative (WS employee) print their names, sign in ink, and date the WS Form 12A. The WS employee also enters a contact telephone number and the State Office's address.

The WS employee is responsible for ensuring the Cooperator or authorized representative receives a copy of the WS Privacy Act Notice.

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 67-21

"RESOLUTION APPOINTING QUALIFIED PURCHASING AGENT"

BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, as follows:

WHEREAS, pursuant to Ordinance 01-11, the Borough Council has established the position of Qualified Purchasing Agent ("QPA") as authorized by N.J.S.A. 40A:11-9 et seq. and N.J.A.C. 5:32-4; and

WHEREAS, the appointment of a QPA will provide the Borough with greater purchasing flexibility and result in savings for the Borough; and

WHEREAS, it is the desire of the Council to appoint Anne Stusnick, the Borough Manager for the Borough of Mountain Lakes to this position.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Mountain Lakes hereby appoints Anne Stusnick to the position of Qualified Purchasing Agent.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 68-21

"A RESOLUTION TO AFFIRM THE BOROUGH OF MOUNTAIN LAKES CIVIL RIGHTS POLICY WITH RESPECT TO ALL OFFICIALS, APPOINTEES, EMPLOYEES, PROSPECTIVE EMPLOYEES, VOLUNTEERS, INDEPENDENT CONTRACTORS AND MEMBERS OF THE PUBLIC THAT COME INTO CONTACT WITH MUNICIPAL EMPLOYEES, OFFICIALS AND VOLUNTEERS"

WHEREAS, it is the policy of the Borough of Mountain Lakes to treat the public, employees, prospective employees, appointees, volunteers and contractors in a manner consistent with all applicable civil rights laws and regulations including, but not limited to the Federal Civil Rights Act of 1964 as subsequently amended, the New Jersey Law against Discrimination, the Americans with Disabilities Act and the Conscientious Employee Protection Act, and

WHEREAS, the governing body of the Borough of Mountain Lakes has determined that certain procedures need to be established to accomplish this policy

NOW, THEREFORE BE IT ADOPTED by the Mayor and Council of the Borough of Mountain Lakes that:

Section 1: No official, employee, appointee or volunteer of the Borough of Mountain Lakes by whatever title known, or any entity that is in any way a part of the Borough of Mountain Lakes shall engage, either directly or indirectly in any act including the failure to act that constitutes discrimination, harassment or a violation of any person's constitutional rights while such official, employee, appointee volunteer, or entity is engaged in or acting on behalf of the Borough of Mountain Lakes' business or using the facilities or property of the Borough of Mountain Lakes.

Section 2: The prohibitions and requirements of this resolution shall extend to any person or entity, including but not limited to any volunteer organization or inter-local organization, whether structured as a governmental entity or a private entity, that receives authorization or support in any way from the Borough of Mountain Lakes to provide services that otherwise could be performed by the Borough of Mountain Lakes.

Section 3: Discrimination, harassment and civil rights shall be defined for purposes of this resolution using the latest definitions contained in the applicable Federal and State laws concerning discrimination, harassment and civil rights.

Section 4: The Manager shall establish written procedures for any person to report alleged discrimination, harassment and violations of civil rights prohibited by this resolution. Such procedures shall include alternate ways to report a complaint so that the person making the complaint need not communicate with the alleged violator in the event the alleged violator would be the normal contact for such complaints.

Section 5: No person shall retaliate against any person who reports any alleged discrimination, harassment or violation of civil rights, provided however, that any person who reports alleged violations in bad faith shall be subject to appropriate discipline.

Section 6: The Manager shall establish written procedures that require all officials, employees, appointees and volunteers of the Borough of Mountain Lakes as well as all other entities subject to this

resolution to periodically complete training concerning their duties, responsibilities and rights pursuant to this resolution.

Section 7: The Manager shall establish a system to monitor compliance and shall report at least annually to the governing body the results of the monitoring.

Section 8: At least annually, the Manager shall cause a summary of this resolution and the procedures established pursuant to this resolution to be communicated within the Borough of Mountain Lakes. This communication shall include a statement from the governing body expressing its unequivocal commitment to enforce this resolution. This summary shall also be posted on the Borough of Mountain Lakes' web site.

Section 9: This resolution shall take effect immediately.

Section 10: A copy of this resolution shall be published in the official newspaper of the Borough of Mountain Lakes in order for the public to be made aware of this policy and the Borough of Mountain Lakes' commitment to the implementation and enforcement of this policy.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

400 Boulevard
Mountain Lakes, NJ 07046
P -973-334-3131 ext.2006
F -973-402-3466

To: Borough Council – All Members
Date: January 4, 2021
Subj: Resolution Affirming Borough's Civil Rights Policy (Resolution 68-21)

With reference to the above titled resolution, the below listed Borough policies address the requirements of the resolution:

- Borough Policy 2:1 – Equal Opportunity Statement
- Borough Policy 6:6 – Conscientious Employee Protection Act (C.E.P.A)
- Borough Policy 6:8 – Harassment Policy
- Borough Policy 6:13 – Employee Complaint Procedure

In addition to the above, the Borough's Professional Services Agreement includes appropriate wording that mirrors Borough policy.

Periodic training of Borough Employees required under the resolution is to be provided via the Municipal Excess Liability Joint Insurance Fund's online training system. Borough volunteers will also be provided with the appropriate online training.

The following statement will be posted on the Borough's website upon passage of the resolution. The statement is provided in Borough's policy 2:1-1 "Equal Opportunity Statement".

The Mountain Lakes Borough Council, as well as the Administration of the Borough of Mountain Lakes is fully committed to provide equal opportunity for everyone regardless of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions. In addition, laws regarding veteran's status are observed. This is reflected in all Mountain Lakes' practices and policies regarding hiring, training, promotions, transfers, rates of pay, layoff and other forms of compensation. All matters relating to employment are based upon ability to perform the job, as well as dependability and reliability once hired.

Finally, this memo will also serve as notice that I am not aware of any non-compliance with any of the components of the resolution.

Mitchell

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 69-21

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR LAKES MANAGEMENT BETWEEN
THE BOROUGH OF MOUNTAIN LAKES AND SOLITUDE LAKE MANAGEMENT”**

WHEREAS, there exists the need for professional environmental management in connection with the management of Borough owned lakes for the Borough of Mountain Lakes; and

WHEREAS, the Borough of Mountain Lakes has decided to award the contract for this service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, Solitude Lake Management has submitted a proposal indicating that lakes management treatment will be provided for an annual fee not to exceed \$67,859.00 per year; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" and the contract itself must be available for public inspection.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey:

- Section 1.** The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Solitude Lake Management for lakes management and for water quality management services to the Borough of Mountain Lakes as set forth in a proposal submitted by Bob Schindler, for a fee not to exceed \$67,859.00 per year.
- Section 2.** This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 3.** The term of this agreement shall be for one year, from February 1, 2021 through December 31, 2021.
- Section 4.** A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						

CERTIFICATION OF THE AVAILABILITY OF FUNDS

01-201-28-375-023 Maintenance of Parks Lake Treatment Prog \$59,679.00

01-201-28-375-025 Maintenance of Parks Nutrient Inactivation \$8,180.00



Monica Goscicki, CFO

Borough of Mountain Lakes Contract Review Checklist

Vendor/Professional: Solitude

Financial Impact:

Item	Applicability	Standard	Reviewer	Verified
Standard Agreement	All Contracts	Agreement provided.	<u>CP</u>	<u>P</u>
Affirmative Action (EEO) Form	Goods and Services; Professional Services	Employee information report provided	<u>CP</u>	<u>P</u>
Business Registration	Goods and Services; Professional Services	Copy of Registration provided	<u>CP</u>	<u>P</u>
Attorney Review	All Contracts	Confirmation that the agreement has been reviewed by the Borough Attorney	<u>CP</u>	<u>P</u>
Confidentiality	Professional Services; Goods and Services	Provisions when appropriate included in the contract	<u>inla</u>	<u>~la</u>
Business Entity / Corporate Disclosure	Goods and Services; Professional Services	Disclosure affidavit provided.	<u>CP</u>	<u>P</u>
Insurance	All Contracts	Proof of insurance as required by RFP, Specifications, or Contract	<u>CP</u>	<u>P</u>
Debarment	Public Works	Vender not currently on the State debarment list	<u>CP</u>	<u>P</u>
Invoice Process	All Contracts	Consistent with Local Public Contracts law and Borough procedures.	<u>CP</u>	<u>P</u>
Non-collusion	All Contracts	Non-collusion affidavit has been signed	<u>CP</u>	<u>P</u>
Non-performance	All Contracts	Provision addressing consequences for non-performance or breach of agreement.	<u>inla</u>	<u>~la</u>
Political Contribution Disclosure	Professional Services	Disclosure language in contract; form completed	<u>CP</u>	<u>P</u>
Payment Terms	All Contracts	Do standard payment terms apply?	<u>CP</u>	<u>P</u>
Professional Appointment	Professional Services	Has a resolution of appointment been adopted	<u>CP</u>	<u>P</u>
Qualifications	Professional Services	Proof of professional licenses/certifications	<u>inla</u>	<u>~la</u>
Renewal	Professional Services; Goods and services	Provision concerning renewal included where appropriate	<u>CP</u>	<u>P</u>
Term	All Contracts	One year term for professional services, two years for goods and services, or Statutory exception.	<u>CP</u>	<u>P</u>
Termination	All Contracts	Right to terminate included when appropriate	<u>CP</u>	<u>P</u>
Financial	All contracts	Has the economic impact of the transaction been evaluated? <u>2.5%</u>	<u>inla</u>	<u>~la</u>

Date: _____

W/1, increased 50c

**PROFESSIONAL SERVICES AGREEMENT
BOROUGH OF MOUNTAIN LAKES
MORRIS COUNTY, NEW JERSEY**

THIS AGREEMENT, made this ____ day of _____, 20____ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Solitude Lake Management, LLC, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 02/01/21 - 12/31/21 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$67,859.00.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is

reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

6. During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status so affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates or pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regarding to age, race, creed, color, national origin, ancestry, marital status or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

(SEAL)

Date

ATTEST:
CONTRACTOR

ATTEST:
CONTRACTOR

Sally J. Burns

12/30/2020

Date

By: Trina L. Duncan
Trina L. Duncan, Business Manager
(SEAL)

SERVICES CONTRACT

CUSTOMER NAME: Mitchell Stern
PROPERTY NAME: Borough of Mountain Lakes
CONTRACT EFFECTIVE DATE: February 1, 2021 through December 31, 2021
SUBMITTED BY: Bob Schindler
SPECIFICATIONS: 2021 Lake Maintenance Services

This agreement (the "Agreement") is made as of the date indicated above, and is by and between SOLitude Lake Management, LLC ("SOLitude" or the "Company") and the customer identified above (the "Customer") on the terms and conditions set forth in this Agreement.

1. The Services. SOLitude will provide services at the Customer's property as described in Schedule A attached hereto:

2. PAYMENT TERMS. The Annual Contract Price is **\$59,679.00**. SOLitude shall invoice Customer **\$6,631.00 per month March through November** for the Services to be provided under this Agreement. The term of this agreement is for a period of nine (9) months, with payment to be made in nine (9) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Contract Price is based on the total value of services to be provided over a period of nine (9) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even nine (9) month amortization of the Contract Price.

Additional as requested and approved management costs:

Task 1: Crystal Lake Nutrient Inactivation (alum) Treatment (~3000 gals) \$ 5,285.00

Task 2: Wildwood Lake Nutrient Inactivation (alum) Treatment (~1500 gals) \$ 2,895.00

The spring alum treatment is included in the Lake Management Contract price, and Task 2 will be billed for any additional alum treatment to Wildwood Lake after the first.

Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date. For this reason, should the Customer cancel the contract early, or be in default for any reason, Customer will be responsible for immediately paying the remaining portion of annual contract work completed to date.

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The Customer will be liable for any returned check fees and any collection costs, including reasonable attorney fees and court costs, for any invoices not otherwise timely paid, and interest at the rate of 1% per month may be added to all unpaid invoices. Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees above. SOLitude shall be reimbursed by the customer for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the customer that are not covered specifically by the written specifications of this contract.

3. TERM AND EXPIRATION. This Agreement is for a lake management program as described in the Schedule A attached. Any additional services will be provided only upon additional terms as agreed to by the parties in writing. Either party must give written notice of cancellation thirty (30) days prior to the termination date of this contract.

4. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

5. INSURANCE AND LIMITATION OF LIABILITY. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. The Company will be responsible for those damages, claims, causes of action, injuries or legal costs to the extent of its own direct negligence or misconduct, and then only to an amount not to exceed the annual value of this Agreement. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.

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6. **FORCE MAJEURE.** The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.
7. **ANTI-CORRUPTION AND BRIBERY.** Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.
8. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which the Services are performed.
9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.
10. **NOTICE.** Any written notice provided under this Agreement may be sent via overnight mail, certified mail, hand delivery or electronic mail with delivery confirmation, to the individuals and addresses listed below.
11. **BINDING.** This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: [Signature]

Name: Mychal Manolatos

Title: Vice President

Date: 12/28/2020

Please Remit All Payments to:

**1320 Brookwood Drive Suite H
Little Rock AR 72202**

Please Mail All Contracts to:

**2844 Crusader Circle, Suite 450
Virginia Beach, VA 23453**

BOROUGH OF MOUNTAIN LAKES

By: _____

Name: _____

Title: _____

Date: _____

Customer's Address for Notice Purposes:

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SCHEDULE A – ANNUAL LAKE MANAGEMENT SERVICES

Lake Aquatic Vegetation Management:

1. Birchwood Lake

The 2021 program will include the use of flumioxazin (Clipper/Schooner) herbicide to provide management of water lilies and any nuisance submersed aquatic plant growth to maintain open water in the swim lanes. Plants in the swim area of the lake are usually sparse, but still require treatment to keep the swim area in suitable condition. It is anticipated that foliar herbicide application will complement the hydro-raking restoration program. Future water lily management will be dictated by potential or realized hydro-raking activity.

2. Crystal Lake

It is expected that at least one application of Aquathol-k will be required to provide control of nuisance densities of bassweed. Sonar is not anticipated in 2021. Algae control has been minimal and copper sulfate has been used primarily in this lake. In 2021, it is anticipated that chelated copper algaecides will be implemented for algae management in Crystal Lake to reduce the overall volume of copper applied to the lake. It is also expected that at least one herbicide application targeting water lily growth will be required in 2021. The use of alum is not projected in Crystal Lake for 2021, but a price is included in the Optional Cost section should water quality impairment demand its implementation into the management program.

3. Sunset Lake

Management at Sunset Lake in 2021 will focus on management of water lilies, bassweed and nuisance filamentous algae growth. Submersed aquatic plant control will be accomplished through the systemic herbicide Aquastrike which will provide more thorough control of bassweed. Water lilies will also be aggressively managed through foliar application in 2021 to continue to suppress the spread of this plant. Algae control, when needed, will be provided using copper sulfate.

4. Olive, Shadow, Cove Lakes & Grundon's

Due to their small size, these interconnected lakes can require frequent maintenance. Filamentous and unicellular algae genera will be targeted with copper-based algaecides such as chelated copper algaecides or Earth Tec. Should vascular plants become problematic, they will be managed by contact herbicides, depending on the observed target species. The addition or supplementation of aeration in these ponds will continue to be emphasized to ensure sustainable healthy seasonal conditions. Bacterial enhancement will be provided for each of these small basins.

5. Mountain Lake

Sonar was applied to Mountain Lake in 2020 for Eurasian water milfoil management. Whole-lake herbicide treatment is not expected in 2021, with spot treatments for control of bassweed expected to be the primary management focus. It is anticipated that algae control will continue to be accomplished through appropriate surgical applications of copper sulfate, although chelated copper algaecides and Earthtec will also be incorporated when appropriate to provide an alternative to copper sulfate.

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Aluminum sulfate was applied in Mountain Lake in 2020 in response to a blue-green algae bloom. A review of water quality parameters will continue to dictate future alum treatments, but based on conditions in 2020, a spring alum treatment is anticipated and included in the management cost.

6. Wildwood Lake

Due to the smaller size of Wildwood Lake, Sonar and contact herbicide costs are similar and the products are used interchangeably. Herbicide choice in 2021 will depend on existing conditions. Eurasian watermilfoil is not expected to be abundant since it was only observed at minimal trace densities during the 2020 management season. Copper sulfate or chelated copper algaecides will be used for algae control. **One** alum application is planned and is included in the annual management program. Growth of brittle naiad has developed more extensively over the past several management seasons and is expected to require more aggressive management through the course of this management program. Aggressive management of cattails and water primrose will also be a focus of 2021 to target these plant species earlier in the season in 2021 based on observed growth in 2020.

The presence of fanwort in the canal may also prompt management of this plant as needed during the time of observation to ensure active management and prevention of fragmentation and further spread and enhancement of density. There was no fanwort observed during 2019, but surveys in 2020 will focus on aggressively managing any observed fanwort growth.

7. Canal

Due to the presence of Fanwort in the canal in 2016 and 2017, the canal will also be a focus of monitoring and submersed plant control in 2021 and beyond. The contact herbicide Clipper/Schooner (flumioxazin) will be applied for fanwort management due to the rapid control that this herbicide formulation provides for the target plant growth. Surveys of the canal in 2020 did not indicate any fanwort growth.

Lake Management Committee Meetings:

1. A Senior member of Solitude Lake Management familiar with Mountain Lakes Management Program will attend regular monthly Lake Management Committee meetings throughout 2021.

Monitoring:

1. A SOLitude Biologist will visit the site and inspect each of the nine Borough lakes on a **once per week** basis during the months of **April through September**, and on a **one (1) time per month** basis during the months of **October and March**.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.
3. General *in situ* water quality monitoring will consist of dissolved oxygen, water clarity and temperature.

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Shoreline Weed Control:

1. Specified shoreline areas will be inspected on a **one (1) times per month** basis during the months of **August and September**. Growth of purple loosestrife (*Lythrum salicaria*), Japanese knotweed (*Polygonum cuspidatum*), creeping water primrose (*Ludwigia peploides*) or other unwanted shoreline vegetation found shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing along shoreline areas where stone has been installed for bank stabilization, erosion control or dam structure shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

Water Quality Monitoring:

1. Lake water samples will be taken and tested **one (1) one time per month June, July, and August** for the following parameters:

Temperature	Dissolved Oxygen
pH	Alkalinity
Water Clarity	Nitrate Nitrogen
Total Phosphorus	Turbidity
1. Water samples will be collected on a weekly basis Memorial Day through Labor Day at Island Beach and Birchwood Beach for the purpose of E. Coli bacteria analysis in public bathing waters.
2. Weekly surveys will note water levels and waterfowl presence at Wildwood and Mountain Lakes.
3. Weekly temperature and dissolved oxygen profiles will be conducted at Birchwood Lake.
4. Twice per month dissolved oxygen profiles will be collected at Crystal Lake June through August.
5. Any data collected that needs immediate action to resolve an issue will be brought to the client's attention at once.

Algae Testing & Identification:

1. Samples will be collected **two (2) times per month June through August** on the five larger lakes and Shadow Lake, and once per month on the other lakes for algae identification, classification, description and density. The data generated from this analysis provides valuable information for the development and assessment of site-specific algae management programs.
2. The results of the tests along with recommendations and analysis of the results will be provided to the client in a written report following each test.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.

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- b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
- c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
- d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Service Reporting:

1. Customer will be provided with a monthly service report detailing all of the work performed as part of this contract.
2. Upon completion of the Management Program, a yearend report will be prepared and submitted. The Report will summarize the work carried out during the management season and will make certain recommendations regarding future lake management options. The report will be presented to the Lakes Committee in PowerPoint format during the December meeting.

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



- meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
 7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

Competitively Sensitive & Proprietary Materials – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 70-21

**"RESOLUTION GRANTING PERMISSION TO AT&T CORP. TO INSTALL COMMUNICATIONS FACILITIES ALONG,
UNDER AND OVER THE PUBLIC RIGHT-OF-WAY IN ORDER TO PROVIDE COMMUNICATIONS SERVICES TO THE
PUBLIC"**

WHEREAS, AT&T Corp., through its operating subsidiary Teleport Communications America, LLC (collectively, "AT&T"), is a communications carrier authorized to provide service by the New Jersey Board of Public Utilities (BPU) and the Federal Communications Commission (FCC); and

WHEREAS, AT&T, as a public utility and common carrier, has requested approval to install communications facilities in Mountain Lakes public right-of-way; and

WHEREAS, AT&T is seeking to lease or obtain conduit space and access to poles with other utilities, particularly Verizon New Jersey Inc., and Verizon has required that AT&T obtain approval of the Mountain Lakes Borough Council as a condition of such access;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey that permission and authority are hereby granted to AT&T to install communications facilities, or lease or obtain for such communications facilities space on existing poles or in existing conduits, in the public right-of-way in Mountain Lakes in order to provide communications services to the public, and to operate, maintain and repair said facilities, subject to the following:

- A. The facilities shall be installed in underground conduit and/or on to existing utility poles in the public right-of-way.
- B. AT&T, its successors and assigns, shall adhere to all applicable Federal, State, and Local laws regarding safety requirements for the use of the public right-of-way.
- C. AT&T, its successors and assigns, shall comply with all Federal, State, and Local laws requiring permits prior to beginning construction.
- D. Such permission be and is hereby given upon the condition and provision that AT&T, its successors and assigns, not only indemnify and save harmless the Borough of Sea Bright, its officers, agents, and servants, from any claims whatsoever arising from or in any way connected to the acts or omissions of AT&T in use of the public right-of-way but shall agree on behalf of the Borough to defend any action at law or equity which may be brought against the Borough upon such claims or from claims arising during the construction period, excluding in all instances claims arising out of gross negligence or willful misconduct on the part of the Borough.
- E. In addition to the aforesaid indemnity agreement, AT&T, its successors and assigns shall at its own cost and expense procure and keep at all times in full force and effect paid up policies for Comprehensive General Liability Insurance in favor of the Borough, in the amount of at least \$5,000,000, covering bodily injury and property damage arising out of any one accident. Proof of said coverage, naming the Borough as an insured and including the indemnification clause in Section D shall be filed with the Borough Clerk prior to the installation of any plant. The Borough shall have the right to increase the amount of Comprehensive General Liability Insurance and to alter the terms of insurance called for under this section provided it does so generally for all companies using the public right-of-way within the Borough. Said insurance shall not be subject to cancellation or change until thirty (30) days after the Borough Clerk has received written notice thereof as evidenced by return receipt of certified or registered letter.

- F. Such permission be and is hereby given upon the further condition that in the use of the public right-of-way AT&T, its successors and assigns, shall become subject to any lawful Ordinance or Resolution now or hereafter adopted by the Borough.
- G. Such permission be and is hereby given upon the condition that AT&T shall obtain all applicable permits which may be required by the Borough.
- H. AT&T shall be responsible for the repair of damage to paving, existing utility lines, or any surface or subsurface installations, etc., arising from the construction, installation or maintenance of said plant.
- I. Notwithstanding any provision contained herein, neither the Borough nor AT&T shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to this instrument.
- J. This instrument shall be adopted on behalf of the Borough by the Mountain Lakes Borough Council and attested to by the Acting Borough Clerk who shall affix the Borough Seal thereto. Said execution, approval, and filing shall constitute the existence of public notification.
- K. The permission and authority hereby granted shall be for a period of 15 years. Such permission and authority shall be automatically extended for additional periods of five(5) years each; provided, however, that the Borough shall have the right to terminate permission and authority effective at the end of the currently effective term, by Resolution with a minimum one year notice to AT&T to sell or liquidate its facilities in the public right-of-way. Conversely, AT&T shall be allowed to terminate permission and authority effective at the end of the currently effective term, by request of Resolution with a minimum of one year from passage of such Resolution to sell or liquidate its facilities in the public right-of-way.

STATEMENT

This resolution authorizes AT&T to install communications lines within conduit or on existing poles in the public right-of-way in order to provide communications services to the public.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 25, 2021.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Korman						
Lane						
Menard						
Richter						
Sheikh						



Fact Sheet

What is AT&T Planning in Mountain Lakes?

AT&T, one of the world's leading providers of telecommunications service, is planning a network upgrade in various Morris County communities by installing a new 144-fiber telecommunications cable. This cable will improve the capacity of AT&T's network, which is used to carry voice and data traffic.

AT&T's plan is for the new cable to be placed on existing utility poles located in the public right-of-way. The installation work will be undertaken in compliance with all lawful utility construction permit requirements, including traffic control and, in the event of any pavement disturbance, pavement restoration.

While AT&T may also deploy other cables in Mountain Lakes right-of-way from time to time, AT&T does not run its own cables for residential or small business customers. AT&T will not be replicating the existing telephone networks maintained by the incumbent provider (Verizon) which extends to every customer location.

Why is AT&T seeking a Borough Council resolution?

Verizon places poles and conduits in the public right of way pursuant to a municipal consent. Under Federal law, specifically Section 251(b)(4) of the Federal Telecommunications Act, 47 U.S.C. 251(b)(4) (copy enclosed), Verizon is obligated to make spare pole and conduit space available to other carriers. Verizon and AT&T have an agreement to accomplish this sharing, and this agreement requires AT&T to obtain consent from the Borough Council for this activity or alternatively confirmation that such consent is not required by the Borough Council.

Can the Borough Council Reject the Request?

Under Federal law, specifically Section 253 of the Federal Telecommunications Act, 47 U.S.C. 253 (copy enclosed), the Borough Council may not withhold approval, but it may impose reasonable conditions. The proposed form of resolution which accompanies this fact sheet contains the types of conditions that are typically imposed.

What Sort of Fee is Allowable?

The Borough may not impose a tax on AT&T's cable, but it is entitled to recover any costs that it may incur in reviewing and approving AT&T's request. The relevant state statute is N.J.S.A. 54:30A-124 (copy enclosed).

**RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
MOUNTAIN LAKES**

No. _____

Date of Adoption _____

Resolution granting permission to AT&T Corp. to install communications facilities along, under and over the public right-of-way in order to provide communications services to the public.

Council member _____ presents the following Resolution:

WHEREAS, AT&T Corp., through its operating subsidiary Teleport Communications America, LLC (collectively, "AT&T"), is a communications carrier authorized to provide service by the New Jersey Board of Public Utilities (BPU) and the Federal Communications Commission (FCC); and

WHEREAS, AT&T, as a public utility and common carrier, has requested approval to install communications facilities in Mountain Lakes public right-of-way; and

WHEREAS, AT&T is seeking to lease or obtain conduit space and access to poles with other utilities, particularly Verizon New Jersey Inc., and Verizon has required that AT&T obtain approval of the Mountain Lakes Borough Council as a condition of such access;

NOW THEREFORE BE IT RESOLVED BY THE MOUNTAIN LAKES BOROUGH COUNCIL THAT:

1. Permission and authority are hereby granted to AT&T to install communications facilities, or lease or obtain for such communications facilities space on existing poles or in existing conduits, in the public right-of-way in Mountain Lakes in order to provide communications services to the public, and to operate, maintain and repair said facilities, subject to the following:
 - A. The facilities shall be installed in underground conduit and/or on to existing utility poles in the public right-of-way.
 - B. AT&T, its successors and assigns, shall adhere to all applicable Federal, State, and Local laws regarding safety requirements for the use of the public right-of-way.
 - C. AT&T, its successors and assigns, shall comply with all Federal, State, and Local laws requiring permits prior to beginning construction.

- D. Such permission be and is hereby given upon the condition and provision that AT&T, its successors and assigns, not only indemnify and save harmless the Borough of Sea Bright, its officers, agents, and servants, from any claims whatsoever arising from or in any way connected to the acts or omissions of AT&T in use of the public right-of-way but shall agree on behalf of the Borough to defend any action at law or equity which may be brought against the Borough upon such claims or from claims arising during the construction period, excluding in all instances claims arising out of gross negligence or willful misconduct on the part of the Borough.
- E. In addition to the aforesaid indemnity agreement, AT&T, its successors and assigns shall at its own cost and expense procure and keep at all times in full force and effect paid up policies for Comprehensive General Liability Insurance in favor of the Borough, in the amount of at least \$5,000,000, covering bodily injury and property damage arising out of any one accident. Proof of said coverage, naming the Borough as an insured and including the indemnification clause in Section D shall be filed with the Borough Clerk prior to the installation of any plant. The Borough shall have the right to increase the amount of Comprehensive General Liability Insurance and to alter the terms of insurance called for under this section provided it does so generally for all companies using the public right-of-way within the Borough. Said insurance shall not be subject to cancellation or change until thirty (30) days after the Borough Clerk has received written notice thereof as evidenced by return receipt of certified or registered letter.
- F. Such permission be and is hereby given upon the further condition that in the use of the public right-of-way AT&T, its successors and assigns, shall become subject to any lawful Ordinance or Resolution now or hereafter adopted by the Borough.
- G. Such permission be and is hereby given upon the condition that AT&T shall obtain all applicable permits which may be required by the Borough.
- H. AT&T shall be responsible for the repair of damage to paving, existing utility lines, or any surface or subsurface installations, etc., arising from the construction, installation or maintenance of said plant.
- I. Notwithstanding any provision contained herein, neither the Borough nor AT&T shall be liable to the other for consequential,

incidental, exemplary or punitive damages on account of any activity pursuant to this instrument.

- J. This instrument shall be adopted on behalf of the Borough by the Mountain Lakes Borough Council and attested to by the Acting Borough Clerk who shall affix the Borough Seal thereto. Said execution, approval, and filing shall constitute the existence of public notification.
- K. The permission and authority hereby granted shall be for a period of 15 years. Such permission and authority shall be automatically extended for additional periods of five(5) years each; provided, however, that the Borough shall have the right to terminate permission and authority effective at the end of the currently effective term, by Resolution with a minimum one year notice to AT&T to sell or liquidate its facilities in the public right-of-way. Conversely, AT&T shall be allowed to terminate permission and authority effective at the end of the currently effective term, by request of Resolution with a minimum of one year from passage of such Resolution to sell or liquidate its facilities in the public right-of-way.

STATEMENT

This resolution authorizes AT&T to install communications lines within conduit or on existing poles in the public right-of-way in order to provide communications services to the public.

KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

United States Code Annotated
Title 47. Telecommunications (Refs & Annos)
Chapter 5. Wire or Radio Communication (Refs & Annos)
Subchapter II. Common Carriers (Refs & Annos)
Part II. Development of Competitive Markets (Refs & Annos)

47 U.S.C.A. § 251

§ 251. Interconnection

Effective: October 26, 1999
Currentness

(a) General duty of telecommunications carriers

Each telecommunications carrier has the duty--

- (1) to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers; and
- (2) not to install network features, functions, or capabilities that do not comply with the guidelines and standards established pursuant to section 255 or 256 of this title.

(b) Obligations of all local exchange carriers

Each local exchange carrier has the following duties:

(1) Resale

The duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of its telecommunications services.

(2) Number portability

The duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the Commission.

(3) Dialing parity

The duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays.

(4) Access to rights-of-way

The duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms, and conditions that are consistent with section 224 of this title.

(5) Reciprocal compensation

The duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.

(c) Additional obligations of incumbent local exchange carriers

In addition to the duties contained in subsection (b), each incumbent local exchange carrier has the following duties:

(1) Duty to negotiate

The duty to negotiate in good faith in accordance with section 252 of this title the particular terms and conditions of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) and this subsection. The requesting telecommunications carrier also has the duty to negotiate in good faith the terms and conditions of such agreements.

(2) Interconnection

The duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network--

(A) for the transmission and routing of telephone exchange service and exchange access;

(B) at any technically feasible point within the carrier's network;

(C) that is at least equal in quality to that provided by the local exchange carrier to itself or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection; and

(D) on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, in accordance with the terms and conditions of the agreement and the requirements of this section and section 252 of this title.

(3) Unbundled access

The duty to provide, to any requesting telecommunications carrier for the provision of a telecommunications service, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of the agreement and the requirements of this section and section 252 of this title. An incumbent local exchange carrier shall provide such

unbundled network elements in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service.

(4) Resale

The duty--

(A) to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers; and

(B) not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service, except that a State commission may, consistent with regulations prescribed by the Commission under this section, prohibit a reseller that obtains at wholesale rates a telecommunications service that is available at retail only to a category of subscribers from offering such service to a different category of subscribers.

(5) Notice of changes

The duty to provide reasonable public notice of changes in the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

(6) Collocation

The duty to provide, on rates, terms, and conditions that are just, reasonable, and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier, except that the carrier may provide for virtual collocation if the local exchange carrier demonstrates to the State commission that physical collocation is not practical for technical reasons or because of space limitations.

(d) Implementation

(1) In general

Within 6 months after February 8, 1996, the Commission shall complete all actions necessary to establish regulations to implement the requirements of this section.

(2) Access standards

In determining what network elements should be made available for purposes of subsection (c)(3), the Commission shall consider, at a minimum, whether--

(A) access to such network elements as are proprietary in nature is necessary; and

(B) the failure to provide access to such network elements would impair the ability of the telecommunications carrier seeking access to provide the services that it seeks to offer.

(3) Preservation of State access regulations

In prescribing and enforcing regulations to implement the requirements of this section, the Commission shall not preclude the enforcement of any regulation, order, or policy of a State commission that--

(A) establishes access and interconnection obligations of local exchange carriers;

(B) is consistent with the requirements of this section; and

(C) does not substantially prevent implementation of the requirements of this section and the purposes of this part.

(e) Numbering administration

(1) Commission authority and jurisdiction

The Commission shall create or designate one or more impartial entities to administer telecommunications numbering and to make such numbers available on an equitable basis. The Commission shall have exclusive jurisdiction over those portions of the North American Numbering Plan that pertain to the United States. Nothing in this paragraph shall preclude the Commission from delegating to State commissions or other entities all or any portion of such jurisdiction.

(2) Costs

The cost of establishing telecommunications numbering administration arrangements and number portability shall be borne by all telecommunications carriers on a competitively neutral basis as determined by the Commission.

(3) Universal emergency telephone number

The Commission and any agency or entity to which the Commission has delegated authority under this subsection shall designate 9-1-1 as the universal emergency telephone number within the United States for reporting an emergency to appropriate authorities and requesting assistance. The designation shall apply to both wireline and wireless telephone service. In making the designation, the Commission (and any such agency or entity) shall provide appropriate transition periods for areas in which 9-1-1 is not in use as an emergency telephone number on October 26, 1999.

(f) Exemptions, suspensions, and modifications

(1) Exemption for certain rural telephone companies

(A) Exemption

Subsection (c) of this section shall not apply to a rural telephone company until (i) such company has received a bona fide request for interconnection, services, or network elements, and (ii) the State commission determines (under subparagraph (B)) that such request is not unduly economically burdensome, is technically feasible, and is consistent with section 254 of this title (other than subsections (b)(7) and (c)(1)(D) thereof).

(B) State termination of exemption and implementation schedule

The party making a bona fide request of a rural telephone company for interconnection, services, or network elements shall submit a notice of its request to the State commission. The State commission shall conduct an inquiry for the purpose of determining whether to terminate the exemption under subparagraph (A). Within 120 days after the State commission receives notice of the request, the State commission shall terminate the exemption if the request is not unduly economically burdensome, is technically feasible, and is consistent with section 254 of this title (other than subsections (b)(7) and (c)(1)(D) thereof). Upon termination of the exemption, a State commission shall establish an implementation schedule for compliance with the request that is consistent in time and manner with Commission regulations.

(C) Limitation on exemption

The exemption provided by this paragraph shall not apply with respect to a request under subsection (c) from a cable operator providing video programming, and seeking to provide any telecommunications service, in the area in which the rural telephone company provides video programming. The limitation contained in this subparagraph shall not apply to a rural telephone company that is providing video programming on February 8, 1996.

(2) Suspensions and modifications for rural carriers

A local exchange carrier with fewer than 2 percent of the Nation's subscriber lines installed in the aggregate nationwide may petition a State commission for a suspension or modification of the application of a requirement or requirements of subsection (b) or (c) to telephone exchange service facilities specified in such petition. The State commission shall grant such petition to the extent that, and for such duration as, the State commission determines that such suspension or modification--

(A) is necessary--

(i) to avoid a significant adverse economic impact on users of telecommunications services generally;

(ii) to avoid imposing a requirement that is unduly economically burdensome; or

(iii) to avoid imposing a requirement that is technically infeasible; and

(B) is consistent with the public interest, convenience, and necessity.

The State commission shall act upon any petition filed under this paragraph within 180 days after receiving such petition. Pending such action, the State commission may suspend enforcement of the requirement or requirements to which the petition applies with respect to the petitioning carrier or carriers.

(g) Continued enforcement of exchange access and interconnection requirements

On and after February 8, 1996, each local exchange carrier, to the extent that it provides wireline services, shall provide exchange access, information access, and exchange services for such access to interexchange carriers and information service providers in accordance with the same equal access and nondiscriminatory interconnection restrictions and obligations (including receipt of compensation) that apply to such carrier on the date immediately preceding February 8, 1996, under any court order, consent decree, or regulation, order, or policy of the Commission, until such restrictions and obligations are explicitly superseded by regulations prescribed by the Commission after February 8, 1996. During the period beginning on February 8, 1996, and until such restrictions and obligations are so superseded, such restrictions and obligations shall be enforceable in the same manner as regulations of the Commission.

(h) "Incumbent local exchange carrier" defined

(1) Definition

For purposes of this section, the term "incumbent local exchange carrier" means, with respect to an area, the local exchange carrier that--

(A) on February 8, 1996, provided telephone exchange service in such area; and

(B)(i) on February 8, 1996, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the Commission's regulations (47 C.F.R. 69.601(b)); or

(ii) is a person or entity that, on or after February 8, 1996, became a successor or assign of a member described in clause (i).

(2) Treatment of comparable carriers as incumbents

The Commission may, by rule, provide for the treatment of a local exchange carrier (or class or category thereof) as an incumbent local exchange carrier for purposes of this section if--

(A) such carrier occupies a position in the market for telephone exchange service within an area that is comparable to the position occupied by a carrier described in paragraph (1);

(B) such carrier has substantially replaced an incumbent local exchange carrier described in paragraph (1); and

(C) such treatment is consistent with the public interest, convenience, and necessity and the purposes of this section.

(i) Savings provision

Nothing in this section shall be construed to limit or otherwise affect the Commission's authority under section 201 of this title.

CREDIT(S)

(June 19, 1934, c. 652, Title II, § 251, as added Pub.L. 104-104, Title I, § 101(a), Feb. 8, 1996, 110 Stat. 61; amended Pub.L. 106-81, § 3(a), Oct. 26, 1999, 113 Stat. 1287.)

47 U.S.C.A. § 251, 47 USCA § 251

Current through P.L. 116-56.

End of Document

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§ 253. Removal of barriers to entry, 47 USCA § 253

United States Code Annotated

Title 47. Telecommunications (Refs & Annos)

Chapter 5. Wire or Radio Communication (Refs & Annos)

Subchapter II. Common Carriers (Refs & Annos)

Part II. Development of Competitive Markets (Refs & Annos)

47 U.S.C.A. § 253

§ 253. Removal of barriers to entry

Effective: February 8, 1996

Currentness

(a) In general

No State or local statute or regulation, or other State or local legal requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service.

(b) State regulatory authority

Nothing in this section shall affect the ability of a State to impose, on a competitively neutral basis and consistent with section 254 of this title, requirements necessary to preserve and advance universal service, protect the public safety and welfare, ensure the continued quality of telecommunications services, and safeguard the rights of consumers.

(c) State and local government authority

Nothing in this section affects the authority of a State or local government to manage the public rights-of-way or to require fair and reasonable compensation from telecommunications providers, on a competitively neutral and nondiscriminatory basis, for use of public rights-of-way on a nondiscriminatory basis, if the compensation required is publicly disclosed by such government.

(d) Preemption

If, after notice and an opportunity for public comment, the Commission determines that a State or local government has permitted or imposed any statute, regulation, or legal requirement that violates subsection (a) or (b), the Commission shall preempt the enforcement of such statute, regulation, or legal requirement to the extent necessary to correct such violation or inconsistency.

(e) Commercial mobile service providers

Nothing in this section shall affect the application of section 332(c)(3) of this title to commercial mobile service providers.

(f) Rural markets

It shall not be a violation of this section for a State to require a telecommunications carrier that seeks to provide telephone exchange service or exchange access in a service area served by a rural telephone company to meet the requirements in section

§ 253. Removal of barriers to entry, 47 USCA § 253

214(e)(1) of this title for designation as an eligible telecommunications carrier for that area before being permitted to provide such service. This subsection shall not apply--

(1) to a service area served by a rural telephone company that has obtained an exemption, suspension, or modification of section 251(c)(4) of this title that effectively prevents a competitor from meeting the requirements of section 214(e)(1) of this title; and

(2) to a provider of commercial mobile services.

CREDIT(S)

(June 19, 1934, c. 652, Title II, § 253, as added Pub.L. 104-104, Title I, § 101(a), Feb. 8, 1996, 110 Stat. 70.)

47 U.S.C.A. § 253, 47 USCA § 253

Current through P.L. 116-56.

End of Document

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KeyCite Yellow Flag - Negative Treatment
Proposed Legislation

New Jersey Statutes Annotated

Title 54. Taxation

Subtitle 4. Particular Taxes on Corporations and Others

Part 5. Taxation of Certain Public Utilities

Chapter 30A. Franchises and Gross Receipts Taxes (Refs & Annos)

Article 4. Transitional Energy Facility Assessment Act

N.J.S.A. 54:30A-124

54:30A-124. Certain local government fees, taxes, levies or assessments prohibited

Currentness

a. No municipal, regional, or county governmental agency may impose any fees, taxes, levies or assessments in the nature of a local franchise, right of way, or gross receipts fee, tax, levy or assessment against energy companies subject to the provisions of P.L.1940, c. 5 (C.54:30A-49 et seq.) prior to January 1, 1998 or telecommunication companies. Nothing in this section shall be construed as a bar to reasonable fees for actual services made by any municipal, regional or county governmental agency. Nothing in this section shall be construed to affect the franchising process or the assessment of franchise fees with respect to the provision of cable television service in accordance with the provisions of P.L.1972, c. 186 (C.48:5A-1 et seq.).

b. Nothing in this section shall be construed to limit municipal taxation of real or personal property pursuant to R.S.54:4-1 of local exchange telephone, telegraph and messenger systems, companies, corporations or associations that were subject to tax under P.L.1940, c. 4 (C.54:30A-16 et seq.) as of April 1, 1997.

Credits

L.1997, c. 162, § 69, eff. Jan. 1, 1998.

N. J. S. A. 54:30A-124, NJ ST 54:30A-124

Current with laws through L.2019, c. 246 and J.R. No. 20

End of Document

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BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE MONTHLY ACTIVITY REPORT

OCTOBER 2020

ADMINISTRATIVE SUMMARY

An influx of small-scale building and mechanical applications, along with another building at the Enclave project dominated the workload for the month of October. The Enclave fees are reflected in the report with the bulk of the inspection work to occur during 2021.

The slight increase in department revenues will begin to be seen from the modified fee schedule. Historically there is a decrease in the number of applications submitted prior to the holiday season, although the requests for inspections increase as people look to complete their projects prior to the holidays.



Mountain Lakes Borough
400 BOULEVARD
MOUNTAIN LAKES, NJ 07046

Construction Permit Activity Report

10/1/2020 -> 10/31/2020

Summary

	Cost:	Count:					
New:	\$1,262,000.00	8	Cubic Footage:	273,468 Cu.ft	Permits Issued:		55
Addition:	\$342,450.00	2	Square Footage:	31,661 Sq.ft	Updates Issued:		6
Alteration:	\$451,974.00	47					
Demolition:	\$5,050.00	4					
Total:	\$2,061,474.00	61					

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other	
Building:	17	\$19,505.00	\$0.00	\$19,505.00	B	30	21 %70	2 %6.7	7 %23.3
Plumbing:	17	\$8,450.00	\$0.00	\$8,450.00	P	27	19 %70.4	2 %7.4	6 %22.2
Electrical:	41	\$10,844.00	\$0.00	\$10,844.00	E	40	35 %87.5	4 %10	1 %2.5
Fire:	19	\$3,812.00	\$0.00	\$3,812.00	F	14	12 %85.7	0 %0	2 %14.3
Elevator:	0	\$0.00	\$0.00	\$0.00	V	0	0 %	0 %	0 %
Mechanical:	39	\$3,949.00	\$0.00	\$3,949.00	M	27	26 %96.3	0 %0	1 %3.7
	133	\$46,560.00	\$0.00	\$46,560.00		138	113	8	17
DCA Training:	9		991						
DCA State:	45		1033	\$2,700.00					
DCA Minimum:	5		5						
	59		\$2,029						

(Note: Does not include result of none)

(Note: Does not include result of none)

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building	0	0	CA	21	\$0.00
Plumbing	0	0	CCO	0	\$0.00
Electrical	0	0	CO	9	\$1,500.00
Fire	0	0	CC	1	\$14.00
Mechanical	0	0	TCO	0	\$0.00
Elevator	0	0	TCC	0	\$0.00
Total:	\$0.00	\$0.00	Total:	31	\$1,514.00

NOTE:

Information gathered is based on the Issue date for that item, ie permit issue date, certificate issue date.

This will cause discrepancies between the payments section which uses Payment date. Example you took in money for a CO but the CO has not been issued yet.

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	1	\$459	Building	0	\$0
Plumbing	0	\$0	Plumbing	0	\$0
Electrical	1	\$1,125	Electrical	0	\$0
Fire	0	\$0	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
Total:		\$1,584	Total:		\$0

Record Count	Total Exempted	Violations	Fines	Paid
DCA Fees 2	\$23	Issued 0	\$0.00	\$0.00

Payments (Based on Payment Date)	
Permit (120)	\$61,757.00
NON-UCC (0)	\$0.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$61,757.00



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

PERIOD	2018 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	10,958.00	10,958.00		
FEBRUARY	4,025.00	14,983.00		
MARCH	3,342.00	18,325.00		
APRIL	8,802.00	27,127.00		
MAY	18,270.00	45,397.00		
JUNE	7,805.00	53,202.00		
JULY	11,359.00	64,561.00		
AUGUST	9,355.00	73,916.00		
SEPTEMBER	9,504.00	83,420.00		
OCTOBER	23,654.00	107,074.00	Enclave fees	13,888.00
NOVEMBER	17,709.00	124,783.00		
DECEMBER	34,113.00	158,896.00	Enclave fees	23,496.00

PERIOD	2019 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	12,338.00	12,338.00		
FEBRUARY	4,042.00	16,380.00		
MARCH	23,677.00	40,057.00		
APRIL	8,056.00	48,113.00		
MAY	23,363.00	71,476.00		
JUNE	26,134.00	97,610.00		
JULY	16,904.00	114,514.00	Enclave fees	10,592.00
AUGUST	7,245.00	121,759.00		
SEPTEMBER	8,425.00	130,184.00		
OCTOBER	7,403.00	137,587.00		
NOVEMBER	14,035.00	151,622.00		
DECEMBER	7,618.00	159,240.00		

PERIOD	2020 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	106,301.00	106,301.00	Enclave and Sunrise fees	98,243.00
FEBRUARY	5,520.00	111,821.00		
MARCH	13,491.00	125,312.00		
APRIL	2,171.00	127,483.00		
MAY	2,476.00	129,959.00		
JUNE	13,410.00	143,369.00		
JULY	3,900.00	147,269.00		
AUGUST	21,791.00	169,060.00		
SEPTEMBER	14,343.00	183,403.00		
OCTOBER	61,757.00	245,160.00	Enclave fees	36,825.00
NOVEMBER				
DECEMBER				



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE MONTHLY ACTIVITY REPORT

NOVEMBER 2020

ADMINISTRATIVE SUMMARY

Due to several holidays falling on inspection days, staff needed to modify their schedules to continue providing service to permit holders. Even with the loss of several inspection days, staff performed inspections at levels of typical months.

We are now seeing applications being submitted for more interior alterations and small additions as opposed to past months where the bulk of the applications were for mechanical items and maintenance projects. These new applications are timed for starts in 2021.



Mountain Lakes Borough
400 BOULEVARD
MOUNTAIN LAKES, NJ 07046

Construction Permit Activity Report

11/1/2020 -> 11/30/2020

Summary

	Cost:	Count:				
New:	\$1,008,217.00	1	Cubic Footage:	93,433 Cu.ft	Permits Issued:	33
Addition:	\$163,500.00	1	Square Footage:	4,831 Sq.ft	Updates Issued:	2
Alteration:	\$548,097.00	31				
Demolition:	\$3,500.00	2				
Total:	\$1,723,314.00	35				

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	6	\$14,298.00	\$0.00	\$14,298.00	B 38	33 %86.8	5 %13.2	0 %0
Plumbing:	9	\$3,115.00	\$0.00	\$3,115.00	P 22	17 %77.3	3 %13.6	2 %9.1
Electrical:	21	\$4,949.00	\$0.00	\$4,949.00	E 48	32 %66.7	6 %12.5	10 %20.8
Fire:	7	\$555.00	\$0.00	\$555.00	F 10	9 %90	0 %0	1 %10
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	21	\$2,110.00	\$0.00	\$2,110.00	M 21	19 %90.5	2 %9.5	0 %0
	64	\$25,027.00	\$0.00	\$25,027.00		139	110	16
DCA Training:	2		347					13
DCA State:	31		1161	\$500.00				
DCA Minimum:	2		2					
	35		\$1,510					

(Note: Does not include result of none)

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building 0	0	0	CA 9	\$0.00	\$0.00
Plumbing 0	0	0	CCO 0	\$0.00	\$0.00
Electrical 0	0	0	CO 1	\$200.00	\$350.00
Fire 0	0	0	CC 0	\$0.00	\$0.00
Mechanical 0	0	0	TCO 0	\$0.00	\$0.00
Elevator 0	0	0	TCC 0	\$0.00	\$0.00
Total:	\$0.00	\$0.00	Total: 10	\$200.00	\$350.00

NOTE:

Information gathered is based on the Issue date for that item, ie permit issue date, certificate issue date.

This will cause discrepancies between the payments section which uses Payment date. Example you took in money for a CO but the CO has not been issued yet.

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees			Payments (Based on Payment Date)	
Record Count	Total Exempted		Record Count	Total Waived		Permit (69)	\$18,634.00
Building 0	\$0		Building 0	\$0		NON-UCC (0)	\$0.00
Plumbing 0	\$0		Plumbing 0	\$0		Variation Payments	\$0.00
Electrical 0	\$0		Electrical 0	\$0		Penalty (0)	\$0.00
Fire 0	\$0		Fire 0	\$0		Inspection Payments	\$0.00
Mechanical 0	\$0		Mechanical 0	\$0		Ongoing Invoice	\$0.00
Elevator 0	\$0		Elevator 0	\$0		Test Payments	\$0.00
Total:	\$0		Total:	\$0		Other Payments	\$0.00
Record Count	Total Exempted		Violations	Fines	Paid	Grand Total	\$18,634.00
DCA Fees 0	\$0		Issued 0	\$0.00	\$0.00		



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

PERIOD	2018 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	10,958.00	10,958.00		
FEBRUARY	4,025.00	14,983.00		
MARCH	3,342.00	18,325.00		
APRIL	8,802.00	27,127.00		
MAY	18,270.00	45,397.00		
JUNE	7,805.00	53,202.00		
JULY	11,359.00	64,561.00		
AUGUST	9,355.00	73,916.00		
SEPTEMBER	9,504.00	83,420.00		
OCTOBER	23,654.00	107,074.00	Enclave fees	13,888.00
NOVEMBER	17,709.00	124,783.00		
DECEMBER	34,113.00	158,896.00	Enclave fees	23,496.00

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APRIL	8,056.00	48,113.00		
MAY	23,363.00	71,476.00		
JUNE	26,134.00	97,610.00		
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MARCH	13,491.00	125,312.00		
APRIL	2,171.00	127,483.00		
MAY	2,476.00	129,959.00		
JUNE	13,410.00	143,369.00		
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SEPTEMBER	14,343.00	183,403.00		
OCTOBER	61,757.00	245,160.00	Enclave fees	36,825.00
NOVEMBER	18,634.00	263,794.00		
DECEMBER				



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE

MONTHLY ACTIVITY REPORT

DECEMBER 2020

ADMINISTRATIVE SUMMARY

Everyone is looking forward to the end of 2020 and a better start to the new year. While new applications were received, the year is ending on a low note. The overall numbers for the year were good as a result of the large projects initiated during the year. The effects of the corona virus is still being felt by property owners who have been hesitant about moving forward with projects during these uncertain times.

The expectation is that with advances in combating the current health issues, property owners will begin to look forward to a more normal course and start thinking about improvements to their properties.



Mountain Lakes Borough
400 BOULEVARD
MOUNTAIN LAKES, NJ 07046

Construction Permit Activity Report

12/1/2020 -> 12/31/2020

Summary

New:	Cost: \$0.00	Count: 0	Cubic Footage:	0 Cu.ft	Permits Issued:	25
Addition:	\$0.00	0	Square Footage:	0 Sq.ft	Updates Issued:	4
Alteration:	\$218,381.00	29				
Demolition:	\$0.00	0				
Total:	\$218,381.00	29				

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	6	\$2,062.00	\$0.00	\$2,062.00	B 32	28 %87.5	4 %12.5	0 %0
Plumbing:	5	\$450.00	\$0.00	\$450.00	P 37	34 %91.9	3 %8.1	0 %0
Electrical:	17	\$2,535.00	\$0.00	\$2,535.00	E 58	44 %75.9	8 %13.8	6 %10.3
Fire:	1	\$80.00	\$0.00	\$80.00	F 9	7 %77.8	2 %22.2	0 %0
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	15	\$1,305.00	\$0.00	\$1,305.00	M 41	34 %82.9	2 %4.9	5 %12.2
	44	\$6,432.00	\$0.00	\$6,432.00		177	147	19
DCA Training:	0		0					11
DCA State:	28		417	\$0.00	(Note: Does not include result of none)			
DCA Minimum:	1		1					
	29		\$418					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building	0	0	CA 5	\$0.00	\$0.00
Plumbing	0	0	CCO 0	\$0.00	\$0.00
Electrical	0	0	CO 0	\$0.00	\$0.00
Fire	0	0	CC 0	\$0.00	\$0.00
Mechanical	0	0	TCO 0	\$0.00	\$0.00
Elevator	0	0	TCC 0	\$0.00	\$0.00
Total:	\$0.00	\$0.00	Total: 5	\$0.00	\$0.00

NOTE:

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Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees			Payments (Based on Payment Date)	
Record Count	Total Exempted		Record Count	Total Waived		Permit (61)	\$6,934.00
Building	0	\$0	Building	0	\$0	NON-UCC (0)	\$0.00
Plumbing	0	\$0	Plumbing	0	\$0	Variation Payments	\$0.00
Electrical	0	\$0	Electrical	0	\$0	Penalty (0)	\$0.00
Fire	0	\$0	Fire	0	\$0	Inspection Payments	\$0.00
Mechanical	0	\$0	Mechanical	0	\$0	Ongoing Invoice	\$0.00
Elevator	0	\$0	Elevator	0	\$0	Test Payments	\$0.00
Total:	\$0	\$0	Total:	\$0	\$0	Other Payments	\$0.00
Record Count	Total Exempted		Violations	Fines	Paid	Grand Total	\$6,934.00
DCA Fees 0	\$0		Issued 1	\$0.00	\$0.00		



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

PERIOD	2018 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	10,958.00	10,958.00		
FEBRUARY	4,025.00	14,983.00		
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APRIL	8,056.00	48,113.00		
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JULY	16,904.00	114,514.00	Enclave fees	10,592.00
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JULY	3,900.00	147,269.00		
AUGUST	21,791.00	169,060.00		
SEPTEMBER	14,343.00	183,403.00		
OCTOBER	61,757.00	245,160.00	Enclave fees	36,825.00
NOVEMBER	18,634.00	263,794.00		
DECEMBER	6,934.00	270,728.00		

BOROUGH OF MOUNTAIN LAKES
DEPARTMENT OF PUBLIC WORKS

Department Activity
November 2020

IN HOUSE

All regular work details including building maintenance, vehicle repairs and maintenance, trash and recycling collection, trash bag deliveries, street sweeping, lawn maintenance, leaf and brush disposal, daily maintenance

Additionally:

Streets & Roads Department:

- DPW
 - Maple Way basin installed
 - Pocket parks mowed
 - Vactor used to clear storm basins at Dartmouth & Briarcliff; Howell & Briarcliff; Hanover Rd.
 - Leaf clean ups – Taft Field, Haswell Field, Boulevard, along streets and sidewalks
 - Installed Do Not Enter and Wrong Way signs on Kenilworth
 - Increased mulch volume at Taft and Haswell Playgrounds
 - No parking signs installed on Lake Drive
 - Delivered wood chips for Eagle Scout project
 - Tree debris removed from trailhead – Maple cul-de-sac
 - Removed air conditioners from Borough hall
 - Blacktop – Maple Way basin project; Baldwin Rd. drainage job; Elm (near Library)
- Water Department
 - Hydrant repair - ML High School; Wildwood School
 - Water service repair – Cobb Rd.
- Beaches and Lakes
 - Dock repair at Briarcliff
 - Broken car stop at Taft field parking lot removed
 - Birchwood Beach
 - Aerators turned off
 - Island Beach
 - Dangerous pipe removed
 - Rocks located and delivered for rock wall repair
 - Sand dredged from Island Canal
 - Winterized building facilities
 - Elbow pipe installed in seepage pit
- Parks and Recreation
 - Daily leaf removal at basketball and tennis courts
 - Garbage collection at basketball courts
 - Daily leaf removal from tennis and basketball courts

Vacation/Sick Time:

- 151 Vacation Hours; 16 Sick Hours

BOROUGH OF MOUNTAIN LAKES
DEPARTMENT OF PUBLIC WORKS

Department Activity
December 2020

IN HOUSE

All regular work details including building maintenance, vehicle repairs and maintenance, trash and recycling collection, trash bag deliveries, street sweeping, lawn maintenance, leaf and brush disposal, daily maintenance

Additionally:

Streets & Roads Department:

- DPW
 - Basin cleanings – Wilcox and Morris
 - Belgian block repair on Hillside Terrace
 - Tree removal and chipping – Borough Hall
 - Reinstalled street signs – N. Briarcliff, Ball
 - Leaf cleanup - pocket parks and Boulevard
 - Dam inspections
 - 12 Styrofoam Foam Pak deliveries
 - Snowstorm event – 24 hour cleanup operation
 - Snow removal – Midvale by Hapgoods
 - Tree inspections – Cobb and Melrose
 - Set up new sailboat winter dock for sailing club
 - Lake lowering ended and boards reinstalled
- Water Department
 - Curb box replacements – Condit, Ball
 - Raised curb boxes on Morris for new sidewalk
 - Sewer backups and emergency shut offs completed
- Beaches and Lakes
 - Stone added to new wall at Island Beach
 - Cleaned out Police dock at Island Beach
- Parks and Recreation
 - Bow nets removed from Haswell Field
 - Rabies Clinic - prepared and assisted
 - Installed playground parts at Haswell Park
 - Mulching completed at Haswell and Taft Fields
 - New pole guards installed at basketball court
 - Set up for Menorah lighting
 - Christmas Tree stage and set up prepared at Kaufmann Park
 - Construction debris removed from Taft Field parking lot
 - Broken guard rail removed from Taft Field

Vacation/Sick Time:

- 142 Vacation Hours; 76 Sick Hours



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Bill Bender
Fire Chief
info@mlvfd.com

400 Boulevard
Mountain Lakes, NJ 07046
P -973-394-1094

TO: Borough Manager Mitchell Stern
DATE: 12/16/20
SUBJECT: November 2020 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of November 2020:

FIRE CALLS (16)

LOCATION	DATE	TIME	DESCRIPTION
71 Ball Road	11/2	10:01 AM	Tree fell on house. No injuries
135 Morris Ave	11/2	2:41 PM	CO Alarm- Malfunction
ML Club	11/3	7:51 AM	Fire Alarm- Malfunction
7 Birchwood Lane BT	11/5	11:45 AM	Assist Boonton Twp- Brush Fire
31 Condit Road	11/12	10:36 AM	Fire Alarm-Malfunction
1 Eagle Rock BT	11/16	7:26 AM	Assist Boonton Twp- CO Alarm
118 Midvale Rd	11/16	4:35 PM	Odor in home- Unfounded
172 East Shore Rd	11/18	7:47 PM	Odor in home-Unfounded
99 Morris Ave	11/20	2:30 PM	Fire Alarm- Malfunction
82 Briarcliff Road	11/20	3:11 PM	Fire Alarm- Unattended cooking
4 Sherwood Dr	11/21	7:52 PM	Fire Alarm-Malfunction
49 Old Bloomfield	11/22	11:34 AM	Person stuck in Elevator
Cobb/N. Glen	11/23	11:49 AM	Contractor struck gas line
241 Morris Ave	11/28	5:25 PM	Wires Burning
57 Powerville	11/29	4:24 PM	Brush Fire
100 Rt 46	11/30	5:49 PM	CO Alarm- Power Surge

DRILLS (5)

LOCATION	DATE	TIME	DESCRIPTION
High School	11/8	1:00 PM	JFD Training
Boonton	11/10	7:30 PM	Mutual Aid Drill with Boonton FD
Firehouse	11/17	7:00 PM	JFD Training
Briarcliff School	11/22	1:00 PM	JFD Training
Firehouse	11/24	7:00 PM	JFD Training

MEETINGS (1)

LOCATION	DATE	TIME	DESCRIPTION
Remote	11/24	8:00	Business Meeting

Announcements

1. I am pleased to announce that the following members have been elected by the membership to serve as officers for 2021

Chief: Joe Mullaney

Deputy Chief: Matt DeSantis

Asst. Chief- Dept decided not to fill the spot

Admin Officer: Joe Mullaney

President: John Lester

Vice President: Lisa Palazzi

Secretary: Bob Trachtenberg

Treasurer: Steve Butera

Total Manhours: 400



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Bill Bender
Fire Chief
info@mlvfd.com

400 Boulevard
Mountain Lakes, NJ 07046
P -973-394-1094

TO: Borough Manager Mitchell Stern
DATE: 1/15/21
SUBJECT: December 2020 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of December 2020:

FIRE CALLS (4)

LOCATION	DATE	TIME	DESCRIPTION
255 Morris Ave	12/3	6:51 PM	Fire Alarm-Malfunction
415 Boulevard	12/7	2:09 PM	Fire Alarm- Malfunction
415 Boulevard	12/8	1:15 PM	Fire Alarm-Malfunction
12 Craven Rd	12/28	9:47 PM	Furnace explosion. Investigation revealed That the pressure relief valve failed and Caused the explosion

DRILLS (1)

LOCATION	DATE	TIME	DESCRIPTION
Remote	12/6	1:00 PM	JFD Training

MEETINGS (1)

LOCATION	DATE	TIME	DESCRIPTION
Remote	12/8	8:00	Relief Association

COMMUNITY EVENTS (2)

LOCATION	DATE	TIME	DESCRIPTION
Borough	12/21	11A-2PM	Santa run
Borough	12/22	11AM-4 PM	Santa Run.

The 12/22 Santa detail was new this year. Residents were notified to drop off presents at the firehouse for Santa to deliver to the children. Santa visited approximately 90 homes

and delivered about 100 gifts. This was a very successful event and we look forward to doing it again next year.

Work Details (2)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	12/8	7 PM	JFD painted bay windows for Christmas
Firehouse	12/9	7 PM	Round 2 Window painting

Total Manhours: 240

Borough of Mountain Lakes

BOARD OF HEALTH

400 BOULEVARD • MOUNTAIN LAKES, NEW JERSEY 07046

Telephone: (973) 334-3131 • Fax: (973) 402-5595



Health Officer's Report

November 2020

The purpose of this monthly Summary is to provide information regarding the activities of the staff during the past month. Inspection reports for environmental reviewed and submitted.

Planning for concerns related to modifications/changes for business schools and municipal government agencies opening of businesses, municipalities and schools which have multiple changes per week.

Participated with State Department of Health, County Agencies and Health Officers in Morris County in order to best implement State guidance

The Nursing Department continues to complete COVID cases on COMM CARE and CDRSS with increasing cases occurring compared to just one month ago. Nurses and Inspectors as well as Social Workers are continuing to contact trace within the COMM CARE and CDRSS system as needed.

Flu Vaccines programs have been scheduled and implemented with ongoing implementation.

Meetings attended either Zoom, in person or by conference call with NJDOH, Health Officers and Superintendents, BC etc.

Activities

- Participated in New Jersey state Department of Health conference calls on a regular basis
- Obtain guidance from NJDOH regarding update of guidance and best practices
- Review CDC information
- Ongoing discussion on guidance protocols related to restaurants. Ongoing complaint based discussions with food establishment owners regarding responsibilities and priorities pertaining to customers, sanitation and proper spacing of tables.
- Provide guidance to police, fire, EMS and Superintendents and school leadership as needed ongoing as needed basis (safe use of building as best practice to keep employees safe from coronavirus transfer)
- Provide information to Township Administrator, Mayor and other leadership within the community
- Review most frequently asked questions with staff to answer COVID questions from the public.
- Answer ongoing questions and concerns from municipal and school leadership, and residents.

- Continued to deliver a report 3 days a week (originally daily report) with information regarding case numbers in the municipality, county and state and also, expired cases, providing guidance documents and timely information through June, with current active cases added. Currently Mt. Lakes has 3 active cases.
- Continue to discuss with residents, business owners and agencies regarding various employment issues for returning to work within the municipality/government and schools. Time vs. testing models. NJDOH now recommends using time from onset of symptoms or a positive test for return to work (10 days) instead of re-testing with a negative test.
- Continue to monitor staff activities regarding public health inspections and complaints which are becoming more common with additional community activity.

Respectfully Submitted,
F. Michael Fitzpatrick, Health Officer

Borough of Mountain Lakes

BOARD OF HEALTH

400 BOULEVARD • MOUNTAIN LAKES, NEW JERSEY 07046

Telephone: (973) 334-3131 • Fax: (973) 402-5595



December 2020

Health Officer's Report

This summary is to provide information regarding the activities of the health officer and staff during the past month. Additional supplemental reports from Environmental, Nursing, Health Education and Vital Statistics may be provided under a separate submission.

Planning for concerns related to modifications/changes for business schools and municipal government agencies; opening of municipalities and schools as it relates to quarantines, which have multiple changes per week.

Multiple weekly Zoom and Teams meetings with State Department of Health, County Agencies, LINCS and Health Officers affected in order to best implement State guidance

The Nursing Department continue to investigate COVID cases on COMM CARE and in CDRSS. Expanding cases are occurring this month compared to the past two months. Nurses, inspectors and new staff both local and state funded are continuing to contact trace 7 days a week

Flu Vaccines programs have been implemented and completed. We have worked with the LINCS agency within the county regarding initiation of COVID vaccine clinics. Planning for clinics allowed for distribution for group category 1 effective December 15, 2020, with private and county sites opening shortly thereafter through first week of January. Categories 1B, 1C and 2 will be available upon State directives. Presently, individuals in categories below 1A can register on the state website and as those categories open, individuals will be contacted and appointments scheduled. In addition, counties have websites that provide information regarding vaccinations and testing.

Dozens of meetings attended either Zoom/phone with superintendents and school staff. Hundreds of phone calls received and responded to per week.

We are in the process of receiving radon canisters over the next week. As our supply was delayed to a COVID related situation. Advertising will begin now that we are assured of our supply.

Activities

- Obtain guidance from NJDOH/CDC regarding update of guidance and best practices
- Review CDC COVID information
- Provide guidance to Fire, EMS and School Superintendents and school nurses as needed on an ongoing as needed basis (safe use of building as best practice to keep employees safe from coronavirus transfer)
- Provide information to Township Administrator, Mayor and other leadership within the community
- Discuss, schedule and begin to implement annual rabies clinic
- Review most frequently asked questions with staff to answer COVID questions from the public.

- Answer ongoing questions and concerns from municipal and school leadership, and residents.
- Continued to deliver a report 3 days a week with information regarding case numbers in the municipality, county and state and expired cases, providing guidance documents and timely information, with current active cases added. Currently Mt. Lakes has 30 active cases.
- Continue to discuss with residents, business owners and agencies regarding various quarantine employment issues for returning to work within the municipality/government and schools.
- Continue to monitor staff activities regarding public health inspections and complaints, which are becoming more common with additional community activity related to holidays and travel.
- Early review of the vaccination program showed effective and professional set up and distribution. Sites have started as small-scale operations around 250 to 300 per day and will scale up over a few week time- frame to 10 or more per day with increased supplies of vaccine over the next few weeks and months.

Stay Well.

Respectfully Submitted,
F. Michael Fitzpatrick, Health Officer

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Officer Citation Report

From Date : 11/1/2020 To Date : 11/30/2020

Report Date : 12/15/2020 11:09 AM

Officers Name	Badge Number	Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
BENITEZ, GIL	134	0	0	0	0	0	0	0	0
CACCIABEVE, DANIEL	166	9	0	0	0	0	0	0	0
DIMICK, JASON	143	0	0	0	0	0	0	0	0
GEOGHEGAN, RICHARD	115	0	0	0	0	0	0	0	0
HICOK, GARY	136	0	0	0	0	0	0	0	0
HUKOWSKI, JOHN	160	0	0	0	0	0	0	0	0
PIOMBINO, ANDREW	135	0	0	0	0	0	0	0	0
SOMJEN, CHRISTOPHER	165	1	0	0	0	0	0	0	0
TRIMBLE, SAMUEL	138	3	0	0	0	0	0	0	0
VALENTINE, BRIAN	113	0	0	0	0	0	0	0	0
WALSH, ZACHARY R	162	1	0	0	0	0	0	0	0
ZACCHINI, MARK	152	0	0	0	0	0	0	0	0
Total:		14	0	0	0	0	0	0	0

November

<u>Total Overtime</u>
<u>Hours Paid</u>
130.5

<u>Total</u>			
<u>Total</u>	<u>Vaca/Comp/Perso</u>	<u>nal/Bereave Hrs</u>	<u>% of Hrs Equating to</u>
<u>Vaca/Comp Hrs</u>	<u>Creating OT</u>	<u>OT</u>	
287	36		12.54%

<u>Total Sick Time</u>			
<u>Hrs</u>	<u>Total Sick Time</u>	<u>Hrs Creating OT</u>	<u>% of Hrs Equating to</u>
		<u>OT</u>	
302		72	23.84%

- * 3 hours due to investigations
- * 6.5 hours mutual aid for the County Auto Theft Task Force
- * 6 hours MLHS Football games
- * 7 hours mandatory training

- ** One Officer out injury/disability, creating 170 of the 302 sick hours for the month.
A Patrol Officer has taken over some mandatory functions of the Detective Bureau.
Full Detective Bureau function will resume when manpower permits.

Sick Time Hours

	Sick Time Hours							Vacation/Comp Hours/Pers Day/Bereave							Court Overtime					Department Overtime								
	2014	2015	2016	2017	2018	2019	2020	2014	2015	2016	2017	2018	2019	2020	2014	2015	2016	2017	2018	2019	2020	2014	2015	2016	2017	2018	2019	2020
Jan	104	106	58	236	216	79	588	60	64	127.5	22	15	14	0	\$0	\$0	\$0	\$0	\$158	\$0	\$154	\$9,344	\$2,989	\$3,164	\$2,998	\$4,159	\$4,348	\$9,570
Feb	80	104	142	226	252	86	444	45	34	11	84	104	220	111	\$221	\$0	\$0	\$0	\$0	\$0	\$258	\$10,162	\$4,641	\$7,750	\$7,009	\$4,927	\$3,138	\$4,789
March	128	82	82	238	310	110	332	36	96	139	198	148.5	168	74.5	\$180	\$0	\$0	\$1151	\$0	\$0	\$0	\$7,262	\$6,541	\$7,689	\$12,822	\$29,829	\$6,754	\$4,081
April	36	72	46	209.5	0	106	456	165	218	138	154	250	265.5	0	\$360	\$271	\$0	\$0	\$0	\$422	\$0	\$0	\$9,942	\$4,657	\$5,399	\$12,146	\$27,385	\$3,930
May	94	188	69	128	204	96	564	220	322	192	254	178	169	36	\$0	\$0	\$0	\$0	\$0	\$993	\$0	\$10,958	\$11,708	\$16,276	\$12,700	\$24,263	\$29,828	\$5,202
June	104	144	85	140	130	106	540	257	152	299	268	208	254	194	\$0	\$0	\$0	\$0	\$193	\$0	\$0	\$9,640	\$18,386	\$6,362	\$17,917	\$21,572	\$32,632	\$21,692
July	68	128	140	318	152	47	442	520	428	592	518	524	84.5	551	\$0	\$0	\$0	\$0	\$158	\$0	\$0	\$11,237	\$27,256	\$31,836	\$31,018	\$24,005	\$27,180	\$26,802
August	120	114	182	272	94	246	312	674	585	528	606	682	748	708	\$0	\$0	\$0	\$140	\$193	\$0	\$0	\$20,462	\$30,377	\$20,059	\$21,042	\$18,754	\$34,709	\$22,125
Sept	116	71.5	92	276	94	180	256	131	228	364.5	294	375.5	222.5	389	\$0	\$0	\$354	\$0	\$0	\$0	\$0	\$6,874	\$13,746	\$12,484	\$21,047	\$16,316	\$22,108	\$20,166
Oct	92	82	94	332	106	154	314	146	302	414	125	208	216	292	\$266	\$0	\$0	\$0	\$0	\$0	\$0	\$8,543	\$16,914	\$15,755	\$12,876	\$14,514	\$15,865	\$17,041
Nov	94	96.5	188	346	148	426	302	256	145	164	274.5	235.5	176	287	\$0	\$0	\$0	\$0	\$246	\$0	\$0	\$9,762	\$8,770	\$11,241	\$18,359	\$15,103	\$17,554	\$10,442
Dec	164	121	392	392	254	600		175	157.5	217.5	171	346.5	144.5		\$0	\$0	\$0	\$302	\$0	\$0	\$0	\$15,512	\$5,481	\$19,991	\$18,360	\$20,920	\$21,126	
Total	1200	1309	1370	3114	1960	2236	4550	2685	2731.5	3186.5	2968.5	3275	2682	2642.5	\$1,028	\$271	\$354	\$593	\$947	\$1,625	\$432	\$121,318	\$155,753	\$157,266	\$181,548	\$206,506	\$241,128	\$145,840

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Agency Activity Report

By CFS Classification

From Date: 11/1/2020 To Date: 11/30/2020

Report Date: 12/15/2020 11:06:50 AM

Classification code	Description	Total Events	0000-0800	0801-1600	1601-2359
0100	Murder	0	0	0	0
0200	Rape	0	0	0	0
0300	Robbery	0	0	0	0
0400	Aggravated Assault	0	0	0	0
0500	Burglary	1	0	1	0
0600	Theft	3	0	1	2
0700	MV Theft	0	0	0	0
0800	Other Assaults	1	0	0	1
0900	Arson	0	0	0	0
1000	Forgery Counterfeit	0	0	0	0
1100	Fraud	3	0	1	2
1200	Embezzlement	0	0	0	0
1300	Stolen Property	0	0	0	0
1400	Malicious Mischief	7	0	3	4
1500	Weapons Offense	0	0	0	0
1600	Prostitution Vice	0	0	0	0
1700	Sex Offense	0	0	0	0
1800	Narcotics Drug Laws	0	0	0	0
1900	Gambling	0	0	0	0
2000	Family Offense	3	0	0	3
2100	Liquor Laws Drunk Driving	1	0	0	1
2200	Liquor Laws Possession	0	0	0	0
2400	Disorderly Conduct	4	3	0	1
2600	All Other Offenses	3	1	2	0
2900	Runaways	0	0	0	0
3800	Homeland Security	0	0	0	0
4000	Non Criminal Investigations	19	7	5	7
4100	Fire Related	13	2	7	4
4200	WATER RESCUE	0	0	0	0
4500	Deaths / Suicides	1	1	0	0
5000	Lost Found Property	1	0	0	1
5010	Missing Persons	0	0	0	0
5500	Animal Complaints	12	0	9	3
6000	Traffic Accidents	14	0	10	4

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Agency Activity Report

By CFS Classification

From Date: 11/1/2020 To Date: 11/30/2020

Report Date: 12/15/2020 11:06:50 AM

Classification code	Description	Total Events	0000-0800	0801-1600	1601-2359
6300	Traffic Enforcement	27	4	14	9
6400	MARINE / BOATING	0	0	0	0
6500	Parking Enforcement	0	0	0	0
6600	Traffic Services	10	1	7	2
7000	Public Services	233	76	25	132
7500	Assist other Agency	62	13	43	6
7600	Special Unit Activity Codes	0	0	0	0
8000	Warrants	1	1	0	0
8100	Warrants Other	0	0	0	0
8200	Warrant Tracking	0	0	0	0
8300	Corrections	0	0	0	0
8500	Departmental Services	0	0	0	0
9000	Administrative	319	72	101	146
	Total:	738	181	229	328

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Officer Citation Report

From Date : 12/1/2020 To Date : 12/31/2020

Report Date : 1/19/2021 1:41 PM

Officers Name	Badge Number	Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
XX	XX	0	0	0	0	1	0	0	1
XX	XX	0	0	0	0	0	0	0	0
XX	XX	1	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	2	0	0	0	0	0	0	0
XX	XX	4	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	2	1	1	0	0	0	0	2
Total:		Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
		9	1	1	0	1	0	0	3

December

<u>Total Overtime</u>
<u>Hours Paid</u>
276.5

<u>Total</u>	<u>Total</u>	<u>% of Hrs Equating to</u>
<u>Vaca/Comp Hrs</u>	<u>Vaca/Comp/Personal/Bereave Hrs</u>	<u>OT</u>
340	Creating OT 98.5	28.97%

<u>Total Sick Time</u>	<u>Total Sick Time</u>	<u>% of Hrs Equating to</u>
<u>Hrs</u>	<u>Hrs Creating OT</u>	<u>OT</u>
424	126.5	29.83%

- * 11 hours due to investigations
- * 9 hours for Sgt Maj Haas Funeral
- * .5 hours mandatory drug testing
- * 28 hours mandatory training
- * 3 Hours traffic control

** One Officer out injury/disability, creating 200 of the 424 sick hours for the month.

Time Used/Overtime by Month

	Sick Time Hours					Vacation/Comp Hours/Pers Day/Bereave					Court Overtime					Department Overtime					
	2014	2015	2016	2017	2018	2019	2020	2014	2015	2016	2017	2018	2019	2020	2014	2015	2016	2017	2018	2019	2020
Jan	104	106	58	236	216	79	588	60	64	127.5	22	15	14	0	\$0	\$0	\$0	\$0	\$158	\$0	\$154
Feb	80	104	142	226	252	86	444	45	34	11	84	104	220	111	\$221	\$0	\$0	\$0	\$0	\$210	\$258
March	128	82	82	238	310	110	332	36	96	139	198	148.5	168	74.5	\$180	\$0	\$0	\$151	\$0	\$0	\$0
April	36	72	46	209.5	0	106	456	165	218	138	154	250	265.5	0	\$360	\$271	\$0	\$0	\$0	\$422	\$0
May	94	188	69	128	204	96	564	220	322	192	254	178	169	36	\$0	\$0	\$0	\$0	\$0	\$993	\$0
June	104	144	85	140	130	106	540	257	152	299	268	208	254	194	\$0	\$0	\$0	\$0	\$193	\$0	\$0
July	68	128	140	318	152	47	442	520	428	592	518	524	84.5	551	\$0	\$0	\$0	\$0	\$158	\$0	\$0
August	120	114	182	272	94	246	312	674	585	528	606	682	748	708	\$0	\$0	\$0	\$140	\$193	\$0	\$0
Sept	116	71.5	92	276	94	180	256	131	228	364.5	294	375.5	222.5	389	\$0	\$0	\$354	\$0	\$0	\$0	\$0
Oct	92	82	94	332	106	154	314	146	302	414	125	208	216	292	\$266	\$0	\$0	\$0	\$0	\$0	\$0
Nov	94	96.5	188	346	148	426	302	256	145	164	274.5	235.5	176	287	\$0	\$0	\$0	\$0	\$246	\$0	\$0
Dec	164	121	392	392	254	600	424	175	157.5	217.5	171	346.5	144.5	376	\$0	\$0	\$0	\$302	\$0	\$0	\$0
Total	1200	1309	1570	3114	1960	2236	4974	2685	2731.5	3186.5	2568.5	3275	2682	3018.5	\$1,028	\$271	\$354	\$593	\$947	\$1,625	\$412

2014 2015 2016 2017 2018 2019 2020 2014 2015 2016 2017 2018 2019 2020 2014 2015 2016 2017 2018 2019 2020

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Agency Activity Report

By CFS Classification

From Date: 12/1/2020 To Date: 12/31/2020

Report Date: 1/19/2021 1:38:01 PM

Classification code	Description	Total Events	0000-0800	0801-1600	1601-2359
0500	Burglary	1	0	1	0
1100	Fraud	3	0	3	0
2000	Family Offense	4	2	0	2
2400	Disorderly Conduct	3	1	2	0
4000	Non Criminal Investigations	10	3	5	2
4100	Fire Related	4	0	2	2
5000	Lost Found Property	1	1	0	0
5010	Missing Persons	1	0	1	0
5500	Animal Complaints	9	0	5	4
6000	Traffic Accidents	8	1	3	4
6300	Traffic Enforcement	16	1	7	8
6600	Traffic Services	17	0	15	2
7000	Public Services	215	41	18	156
7500	Assist other Agency	18	0	11	7
9000	Administrative	340	71	138	131
	Total:	650	121	211	318

BOROUGH OF MOUNTAIN LAKES

Recreation Department

Department Activity
November 2020

The Recreation Commission met on November 17, 2020 via Zoom.

Overview of winter recreation programs

- Basketball and Ski cancelled.
- Reviewed Fingerprint protocol.
- Reviewed Facilities rental Guidelines.
- Discussed tree/menorah lighting details.
- Discussed new members. Will discuss in December. Need 2

In addition, the Recreation Director:

- Completed and submitted a comprehensive operating budget plan for 2021.
- Completed and submitted a proposed capital budget for 2021-2030.
- Hosted Lakers 55+ Zoom Cyber Security. Guest Speaker Khizar Sheikh.
- Planning for Annual Tree Lighting and Menorah Lighting in town. (12/6 & 12/13)
- Formulated Policy for all Volunteer Coaches. (attached)
- Formulated Policy for Facilities Rental (attached)
- Assisted residents with facilities requests.
- Attended HUB Lakes year end meeting.
- Met with tennis court contractor for new quote.
- Attended Virtual Concussion Training.
- Met with JIF Compliance officer
- Applied for grant from Dick's Sporting Goods for the 2021 Trout Derby.
- Working with MLHS Student for Community Wide Clean Up.

BOROUGH OF MOUNTAIN LAKES

Recreation Department

Department Activity December 2020

The Recreation Commission did not meet formally in December. We did an email meeting to approve the 2 new Commission members – Derek Jackson and Mark Odenwelder.

The Recreation Department:

- Coordinated the efforts of the Recreation Commission, the DPW, the MLHS brass quartet and, the Police and Fire Departments for the Annual Tree Lighting and Menorah Lighting in town. This was a scaled down version because of the Covid 19 Pandemic. All went well, many residents enjoyed.
- All youth, and adult sports are currently postponed due to Covid 19 Pandemic.
- Continued to update Mountain Lakes website with details of recreation events and policies.
- Middle School and High School Ski Clubs are cancelled.
- Drafted 2021 Recreation Calendar. Not yet finalized.
- Began conversations regarding upcoming job postings for summer positions, specifically Assistant Beach Director.



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Joe Mullaney
Code Enforcement Officer
jmullaney@mtnlakes.org

400 Boulevard
Mountain Lakes, NJ 07046
P -973-334-3131 ext .2014
F -973-402-3466

TO: Borough Manager Mitchell Stern
DATE: 12/16/20
SUBJECT: Monthly Report November 2020

The following lists code enforcement/property maintenance issues for the month of November 2020:

- 11/2 Signs removed from ROW on Route 46
- 11/3 Signs removed from ROW around town
- 11/11 Follow up on complaint from Crane Road resident about landscaper blowing leaves in the lake.
- 11/11 Assist Craven Road resident with property line issue
- 11/11 2 Yorke Residents notified regarding ROW violation. Corrective action taken
- 11/11 Follow up on complaint from a Yorke Road resident regarding a property maintenance violation with a neighbor. Neighbor notified and corrective action was taken
- 11/24 Follow up with resident of Laurel Hill Road regarding a dead tree on the property creating a hazardous condition. Tree has been taken down

SMOKE AND CO DETECTOR INSPECTIONS:

Date:	Location	Pass/Fail
11/5	298 Blvd	Pass
11/10	95 Melrose	Pass
11/17	5 Crane Rd	Pass
11/22	150 Lake Dr	Pass
11/24	50 Pollard Rd	Pass
11/30	49 Lockley Court	Pass

SIGN ENFORCEMENT –Monitor placement of temporary signs for compliance with ordinance.

Parking Enforcement: Monitor parking of landscaping trucks on Boulevard and around town to ensure compliance.



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Joe Mullaney
Code Enforcement Officer
jmullaney@mtnlakes.org

400 Boulevard
Mountain Lakes, NJ 07046
P -973-334-3131 ext .2014
F -973-402-3466

TO: Borough Manager Mitchell Stern
DATE: 1/15/21
SUBJECT: Monthly Report December 2020

The following lists code enforcement/property maintenance issues for the month of December 2020:

Quiet Month. No information to report.

SMOKE AND CO DETECTOR INSPECTIONS:

Date:	Location	Pass/Fail
12/3	70 Intervale Road	Pass
12/7	80 Cobb Road	Pass
12/8	250 Blvd	Pass
12/8	5 Ball Road	Pass
12/8	45 Lowell Ave	Pass
12/10	171 Blvd	Pass
12/18	121 Midvale Rd	Pass
12/18	341 Blvd	Pass
12/22	25 Lake Drive	Pass
12/22	84 North Pocono	Pas

SIGN ENFORCEMENT –Monitor placement of temporary signs for compliance with ordinance.

Parking Enforcement: Monitor parking of landscaping trucks on Boulevard and around town to ensure compliance.

**RESOLUTION
BOROUGH OF MOUNTAIN LAKES
ZONING BOARD OF ADJUSTMENT**

ANNUAL REPORT - 2020

WHEREAS, the Municipal Land Use Law, specifically, N.J.S.A. 40:55D-70.1, requires the Board to review its decisions on applications and appeals for variances and to prepare and adopt by resolution a report on its findings on zoning ordinance provisions which were the subject of variance requests and its recommendations for zoning ordinance amendment or revisions, if any; and

WHEREAS, the Secretary of the Board of Adjustment has prepared a report reviewing said decisions for the year 2020, which is attached hereto and made a part hereof; and

WHEREAS, the Board wishes to adopt said report pursuant to the statutory requirements;

NOW, THEREFORE, BE IT RESOLVED by the Zoning Board of Adjustment of the Borough of Mountain Lakes, that the attached report is hereby adopted as the Annual Report for the year 2020, and that the Board Secretary shall transmit copies of the report and this resolution to the Council and Planning Board as soon as possible.

Offered by: Brett Paddock

Seconded by: Stephen Vecchione

Vote: 7 - 0

Date: January 7, 2021

**MOUNTAIN LAKES BOARD OF ADJUSTMENT
ANNUAL REPORT - 2020**

To: Mountain Lakes Zoning Board of Adjustment
Mayor and Borough Council
Mitchell Stern – Borough Manager/Acting Borough Clerk

From: Cynthia Shaw Zoning Board of Adjustment Administrator

Date: December 31, 2020

Total Number of Regular Meetings: 10

Total Number of Cancelled Meetings: 2

Total Number of Special Meetings: 0

Total Number of 2020 Applications: 14

2020 APPLICATIONS

<u>TYPE</u>	<u>Existing/Proposed</u>	<u>DECISION</u>	<u>APPLICANT</u>	<u>ADDRESS</u>	<u>ZONE</u>
ILC	26.4/26.4	Approved	John and Karin	80 Boulevard	
	R-A				
Pillar Size	3ft/2ft	Denied	Maione		
Pillar Material		Approved			
	Patio and Pillars already installed				
Lake Fr Exp*	R 90/74 to deck	Approved	Lina Shihabuddin	34 West Shore Rd	R-AA
Lake Fr Exp*	R 90/82 to house	Approved			
FAR	10/16.6	Withdrawn			
Side	24/24	Withdrawn			
	Build a new home				
Side*	20.8/20.8	Approved	Scott & Vicki	20 Raynold Rd	R-A
ILC	24.66/25.41	Approved	Allison		
	Renovation of a single-family dwelling				
Use	Contractor Yard	Approved	Ringo Supply Co.	380 Route 46	B
Use	Storage Containers	Approved			
Use	Fuel Storage	Approved			
Side	20/8.6 Dumpster	Approved	(along the boundary line)		
Side	20/2.3 Fuel Tanks	Approved	(along the boundary line)		
Perv Buffer	2.5/0 St Bins	Approved	(along the boundary line)		
Front	41.8/33.7	Withdrawn			
	To permit a contractor yard with material storage and equipment fueling				
Front	21.5/21.5	Withdrawn	Daniel Keppeler	10 Scarborough Rd	R-A
	To install an air conditioner in the front yard				
Comb. Side+*	2.5/2.3	Approved	Mehrdad Rafizadeh	41 Howell Rd	R-A
Side+*	27.6/27/6	Approved			
	Outdoor Fireplace already installed				

Side*R	22.33/22.33	Approved	Christina Bariletto	25 Ronarm Rd	R-A
To install an air conditioner and patio					
Front*	30.8/30.8	Approved	Victor Garafalo	7 Powerville Rd	R-A
Addition of dormer and front porch to house					
ILC-	40.4/40.2	Approved	Karen & Thomas	37 Laurelwood Dr	R-1
FAR	22.47/24.3	Approved	Hunt		
Side	4.8/0	Approved	(along boundary line)		
Perv Buffer*	0/0	Approved	(along boundary line)		
Renovation of a single-family home					
Lake Fr Exp	40.8/40.8	Pergola Approved	Ted Pierson	324 Boulevard	R-A
Lake Fr Exp	0/0	Patio Approved			
Patio and Pergola already installed					
Side*	20/16.5	Approved	Ashley Brower	78 N. Pocono	R-A
Add an A/C unit					
Front	96.8/45.4	Approved	James and Cassandra	6 Cove Place	R-A
Bldg Env	<85 x 50	Approved	Kiely		
To build a single-family house					
Side*	21/19	Approved	John & Claire	4 Hillcrest Road	R-A
Replace an A/C unit					

* Indicates a preexisting nonconformity

R Approved after revisions (reduction of request)

- Approval reflects reduced nonconformity

+ Applied under the Historic Preservation Ordinance

Thirteen (13) applications with (30) variances were heard by the Board in 2020.
One (1) application was withdrawn, and one (1) application will be carried to 2021.

SUMMARY

	FAR	COV	SETBACK	OTHER	TOTAL
Var. Approved as Submitted	1	3	14	5	23
Variances App. w/ Reduction	0	0	3	0	3
Variances Denied	0	0	0	1	1
Variances Withdrawn	1	0	4	0	5
TOTAL	2	3	21	6	32

1. Of the twenty-six (26) variances granted, eight (8) were pre-existing non-conformities.
2. There were three (3) variances granted that reflected a reduced non-conformity.
3. Twenty-three (23) variances granted were on twelve (12) applications seeking relief under the standard bulk variances.
4. Two (2) variances granted were on one (1) application seeking relief under the bulk incentives for contributing dwellings.

Summary of previous Board of Adjustment Reports:

2019	13 applications	28 variances			
2017	11 applications	30 variances	2018	15 applications	37 variances
2016	15 applications	30 variances	2015	8 applications	18 variances
2014	8 applications	19 variances	2013	14 applications	38 variances
2012	16 applications	38 variances	2011	23 applications	51 variances
2010	24 applications	42 variances	2009	13 applications	13 variances
2008	18 applications	44 variances	2007	27 applications	53 variances
2006	30 applications	53 variances	2005	42 applications	79 variances
2004	41 applications	80 variances	2003	41 applications	79 variances
2002	29 applications	62 variances	2001	36 applications	71 variances
2000	39 applications	61 variances	1999	33 applications	51 variances
1998	27 applications	47 variances	1997	20 applications	30 variances
1996	22 applications	37 variances	1995	22 applications	30 variances
1994	20 applications	28 variances	1993	7 applications	11 variances
1992	9 applications	10 variances	1991	7 applications	9 variances



Cynthia Shaw, Administrative Officer

cc. Members of the Mountain Lakes Planning Board
 Rick DelGuercio, Tax Assessor
 Steve Gluck, Construction Official