



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

JANUARY 24, 2022

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 If calling into the meeting via telephone, the following commands can be entered via DTMF tones using your phone's dial pad while in a Zoom meeting: *6 - Toggle mute/unmute *9 - Raise hand (once hand is raised, it cannot be lowered. If you change your mind and choose not to speak, when called upon, please let us know that you have changed your mind).

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 4, 2022 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE SESSION

- a. R65-22, Resolution to Enter an Executive Session – Litigation (Tax Appeals) & Attorney - Client Privilege (Approval 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. Historic Preservation of The Station Property
- b. Borough Council Goals

10) ATTORNEY'S REPORT

11) MANAGER'S REPORT

12) RESOLUTIONS

13) ORDINANCES TO INTRODUCE

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. R66-22, Authorizing the Payment of Bills
- b. R67-22, Authorizing Membership in the NJ State Firemen's Association

- c. R68-22, Authorizing a Professional Services Agreement for Lakes Management between the Borough of Mountain Lakes and Solitude Lake Management
- d. R69-22, Awarding a Contract for Canada Goose and Mute Swan Damage Management to the United States Department of Agriculture, APHIS Wildlife Services
- e. R70-22, Authorizing the Refund of Overpayment of Taxes
- f. R71-22, Authorizing the Refund of Overpayment of Utilities
- g. R72-22, Authorizing the Refund of Overpayment of Utilities
- h. R73-22, Authorizing the Execution of a Developer's Agreement Between the Borough of Mountain Lakes and Highview Commercial, LLC
- i. R74-22, Authorizing a Shared Services Agreement with the Township of Parsippany for Emergency Services
- j. R75-22, Authorizing the Settlement of a Tax Appeal (Scott, Craig & Heather v. Borough of Mountain Lakes – Block 57 Lot 3.02)
- k. R76-22, Authorizing the Settlement of a Tax Appeal (Waggoner, Robert C. v. Borough of Mountain Lakes – Block 100, Lot 34)
- l. R77-22, Amending Resolution 33-22 Re-Establishing the Woodlands Advisory Committee and Appointing Public Members for 2022 to Expand the Membership of the Committee and Appoint Two Additional Members

***APPROVAL OF MINUTES**

11/22/21 (Executive)

1/3/22 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

16) DEPARTMENT REPORTS SUBMITTED FOR FILING

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

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 65-22

“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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

Borough of Mountain Lakes

Discussion Item re: The Mountain Lakes Station

Document Date: 1/16/22

Prepared by: Cynthia Korman, Councilmember

1. Issue:

The Mountain Lakes Station (ML Station) at 99 Midvale Road is a Borough-owned property that was built in 1912. The Borough currently leases the property to the proprietors of the restaurant known as The Station at Mountain Lakes, under a lease that will contribute \$39,338 to the town budget in 2022. In 2023 through 2028, that amount will increase by 3 percent per year, as long as the leasee continues to renew the lease in accordance with its option to do so.

The ML Station property is in disrepair. The immediately obvious issues follow:

- 1) The exterior of the chimney is chipping, and part of the property has been blocked off to prevent people from walking beneath it.
- 2) The building's exterior walls are crumbling in various locations.
- 3) A few stones are missing from stone retaining walls on or bordering the property.
- 4) Several short stone, slate, or concrete walls are crumbling.
- 5) One stairway on the property needs repair and is currently cordoned off.

There are additional, less pressing issues on the property, that may include the need to replace 70-year-old mulberry trees, correct an earlier "eyesore" repair where the wrong mortar was used, and properly assess the property for other issues.

The property is a Contributing Dwelling within the Mountain Lakes Historic District. The property also contributes to the Delaware, Lackawanna and Western Railroad Boonton Line Historic District. As such, the property qualifies for historic preservation grants under various programs that include the Morris County Historic Preservation Program and the NJDEP Historic Preservation Office grants program

The adjoining property is an active train stop on NJ Transit's Boonton line. That property, a railroad bridge, and various stone infrastructure are property of NJ Transit. In some cases it's unclear as to what disrepair is Borough property vs. NJ Transit property.

The questions to be decided by Borough Council are:

- 1) Should the Borough engage in historic preservation of the ML Station, or instead start a project to simply repair the property?
- 2) What is the best course of action over the next 12 months?

2. Current Status/Facts:

If the Borough simply repairs the property, 100% of the cost of repair would fall on the town's residents and businesses. Where historic preservation grant applications are successful, 80 percent or more of the cost of repairs would be paid for outside of the town budget.

The condition of the ML Station was brought to the attention of the Borough in 2020. Since then, an ad hoc ML Station Historic Restoration Team has been developing recommendations about how to repair the ML Station property. The team includes several Council members, residents with historic preservation grant application experience, the Borough's Historic Preservation Committee (MLHPC), and the Borough Manager. This document reflects the work of that ad hoc Team.

Over the past 5 years, one member of the Team has been active in the historic preservation of the ML Station's "sister station" in Landing. The Landing Station has been successfully restored, in large part via funding from Morris County and NJDEP, under contract with the historic preservation architectural firm of Connolly and Hickey (C&H). C&H is highly respected by grant funding organizations, and their experience with the Landing Station is directly applicable to work that would be needed for the ML Station.

At the request of the MLHPC chair, C&H has provided a \$1,700 proposal, which is attached, to apply for a Morris County Historic Preservation Grant on the Borough's behalf. The application would ask for funding to create an ML Station preservation plan. The preservation plan would cost roughly \$30,000, but because the County typically funds 80% of its approved projects, the cost to the Borough for the preservation plan would be roughly 20% of \$30,000, or \$6,000.

Dates related to applications for 2022 Morris County Historic Preservation Grants are below:

Declaration of Intent due Friday, February 25, 2022
Applications due Friday, March 25, 2022 at 4:30 PM
Site Visit - May 2022
Final Presentation - June 2022
Decision – early July 2022

If the grant is awarded, work on the preservation plan would start in August 2022 and finish in time to apply for 2023 grants to initiate the work that the plan defines.

Per the attached Motion document, the MLHPC has unanimously agreed to fund the \$1,700 cost of the grant application out of its Historic Preservation Trust Fund. This means that the cost of applying for a grant to majority-fund the preservation plan would not have to be borne by Mountain Lakes residents.

3 Recommendations:

1. Contract with Connolly and Hickey (C&H) to apply to the Morris County Historic Preservation program for funding for a preservation plan
2. Define as a high priority the ability of the ML Station Leasee to continue operations throughout the historic preservation process if that process proceeds
3. Create an ad hoc ML Station Restoration Committee, to work with C&H on the County grant application and other matters as the project moves forward
 - a. The committee would be composed of the following people:
 - i. MLHPC chair or his/her designee,

- ii. Two Council members, one of whom is also Council liaison to the HPC, and
- iii. 2 members of the Public.
- b. Among other things, the committee would work with C&H to prepare the preservation plan grant request that is due to the County by March 25.
- 4. Ask the Borough Manager to engage a historic preservation contractor to repair the short stone, slate, and concrete walls that are crumbling, using Borough funds. This effort should cost less than \$10,000 and be done in a way that is historically appropriate but that would not have to wait until 2023 to be completed.
- 5. Ask the Borough Manager to engage a qualified contractor to do a safety assessment on the building and see if interim repairs are needed for liability reasons.
- 6. Provide a survey of the ML Station and adjoining properties to the ML Station Restoration Committee, so that repairs can be planned with a correct understanding of who owns what.

4. Backup Information:

Connolly and Hickey Grant Application Proposal

Photos of the ML Station and Landing Station

MLHPC Motion to fund the grant application



Motion:

The Mountain Lakes Historic Preservation Committee (HPC) shall release \$1,700 from the HPC savings account to support the preservation efforts of the Mountain Lakes Train Station "The Station". The funds shall be limited to pay for a professional grant writer to prepare the grant application to the Morris County Historic Preservation Trust Fund. The grant would fund the cost of creating a professional Historic Conditions Report, Construction Documents and ultimately the cost of construction. HPC shall in no way be obligated to support future costs, matching funds, or other expenses surrounding the restoration or stabilization of The Station.

Background:

The HPC has received an emergency request from the borough manager, Mitchell Stern via our liaison, Cynthia Korman for funds to pay for grant writing fees. This emergency request is due to the time constraints for this application and this round of grants. Deferred maintenance on the Station has raised the urgency of funding repairs.

The Station is a historic structure on the National, and State Registers of Historic Places and is a Contributing Structure in the Historic Preservation element of the Mountain Lakes Master Plan. It is a critical structure to the historic character of the town. The HPC believes it must be maintained and preserved with a long-term plan and funding.

The Station is owned by the Borough and receives rent from the current long-standing restaurant tenant also known as The Station. The responsibility for maintenance and repairs rests with the Borough.

The HPC is fully supportive of efforts and expenditures that will promote best practices of preservation, maintenance, stabilization and restoration of key historic structures and features of Mountain Lakes. The HPC believes that the Morris County Historic Preservation Trust Fund and their grant funding requirements will support the appropriate means of restoration and be a key source of funding appropriate architecture and workmanship.

The HPC receives no direct funding from the Borough and relies on grants from Morris County Heritage Commission, the sale of house plaques, and donations from the sale of books, salvage materials, and gift items to support the ongoing costs of maintaining the Mountain Lakes Archive. The HPC and the Archive are underfunded and struggle to maintain the historic resources and records despite extensive volunteer commitments.

In providing this money it must be understood that HPC cannot be a funding source for capital expenditures related to historic structures in town. Providing these funds is viewed by HPC as a good-will gesture and not a core use of funds.

Motion: Alex Gotthelf

Second: Margaret DeWitt

Vote:	FOR	AGAINST	ABSTAIN
	8	0	0



SHORT FORM PROPOSAL

PROJECT: Application Preparation for a Planning Grant from the Morris County Historic Preservation Trust Fund

PROPERTY: Mountain Lake Train Station

LOCATION: Mountain Lakes Borough, Morris County, New Jersey

FOR CONSIDERATION: Mitchell Stern, Borough Manager, and Cynthia Korman, Councilwoman

DATE: 9 November 2021

Page 1 of 2

Connolly & Hickey Historical Architects provides this short form proposal to assist the Borough of Mountain Lakes in obtaining planning funds for the preparation of a Historic Preservation Plan for the Mountain Lakes Train Station through the preparation of a grant application to the Morris County Historic Preservation Trust Fund (MCHPTF).

Based on the proposed work and the requirements of the grant program, Connolly & Hickey will complete the forms required by the MCHPTF and prepare the required attachments for the Planning grant application. The Borough will provide the applicant information regarding its organization, structure, previous grants administered, and programs, including possible financial disclosure information as required for the application. Connolly & Hickey shall provide any supplemental information including the physical descriptions and photographs that we may deem necessary to portray to the MCHPTF the needs of the Train Station. This work shall be included as part of the application preparation. Connolly & Hickey foresees having to work with the Borough in fine-tuning the application during the preparation process so that all aspects of the application are explicit and coordinated.

Connolly & Hickey will provide a final draft of the application and required attachments to the Borough for review and to obtain consent to the information being provided on its behalf. We will prepare the number of copies required for submission, including one digital copy for the records of the Borough.

Once the application is submitted to the MCHPTF, Connolly & Hickey will be available to the Borough should there be any questions regarding the application process or the contents of the application.

In order for our firm to prepare the application, the Borough shall provide the following:

- Resolution by the Borough committing the grant match amount (wording for resolution to be provided);
- signed Owner Assurances page (to be provided);
- a summary of operational costs for the Train Station for the last three years; and
- signed Applicant Assurances page (to be provided).

Additional information will be required once Connolly & Hickey begins preparation of the application.

The application will be due in late March 2022, so the Borough will need the resolution approving matching funds and the authorization to submit the application passed in time for submission.

2 N. Union Avenue

P.O.Box 1726

Cranford, NJ 07016

973.746.4911 tel.

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chhistoricalarchitects.com

ARCHITECTURAL DESIGN
HISTORIC PRESERVATION
REHABILITATION
CULTURAL RESOURCE
MANAGEMENT

SHORT FORM PROPOSAL

PROJECT: Application Preparation for a Planning Grant from the Morris County Historic Preservation Trust Fund

PROPERTY: Mountain Lakes Train Station

DATE: 9 November 2021

Page 2 of 2

DELIVERABLES:

Original Application and Copies:

- One (1) online application including all required attachments;
- Delivery of any hard copy requirements to the Morris County Historic Preservation Trust; and
- One (1) digital copy of the complete application on CD for the Borough.

COST PROPOSAL:

- Preparation of one (1) digital Grant application w/attachments **\$ 1,700**

This short form proposal is provided in the interest of time. The intent is to define the required project services and the proposed fee. Terms and conditions may be subject to further changes and negotiation. All services shall be governed by professional service standards that are usual and customary and reflecting the care and skill ordinarily used by other registered architects when dealing with the same or similar buildings at the same time and in similar localities.

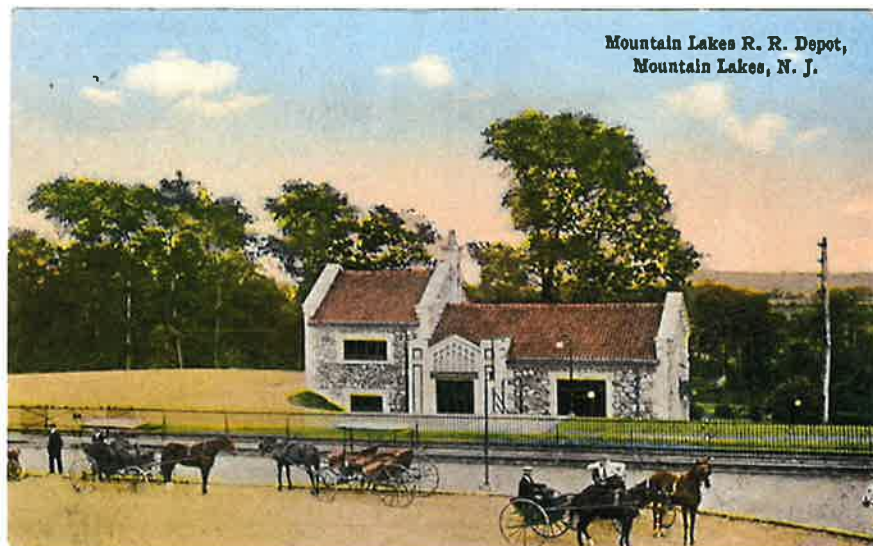
Thank you for the opportunity to submit this proposal for your consideration. Please do not hesitate to contact me should you require additional information.

Sincerely,



Margaret M. Hickey, AIA
Principal Historic Preservation Specialist









2022 Borough Council Goals

Fiscal Strength & Operational Effectiveness:

Provide quality services, programs & infrastructure while ensuring efficient use of resources

- Support Borough Manager goals and priorities, including overseeing the Borough Hall project, Sunset Dam project, water meter project, solid waste/recycling contract(s), and police contract.
- Adopt a fiscally responsible 2021 budget in alignment with Borough priorities, the long-term capital plan, and the Master Plan, while evaluating grants and other opportunities to offset spending and/or enhance services/infrastructure.
- Support responsible development by reviewing zoning and land use ordinances for consistency, clarity, and efficiency.

Environmental Stewardship & Community Development:

Preserve ML's environmental resources and foster the unique character of the community

- Work with Borough commissions and committees to evaluate environmental, historic preservation, recreation, arts, beautification, and other initiatives that maintain and enhance our community and support the Master Plan.
- Evaluate efforts to preserve and protect the Borough's tree canopy, lakes, woodlands, historic designations, and community spirit.

Openness & Responsiveness:

Inform and engage the community

- Support continued improvement of communications with residents, schools, community organizations, local businesses, county officials, and neighboring communities to foster strong relationships and information sharing.
- Evaluate methods to understand resident priorities, e.g., a Citizen Survey in 2022.
- Continue to foster volunteerism, including support for volunteer recruitment, orientation, and recognition.



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 for the Borough Council meeting of January 24, 2021.
CC: Robert Oostdyk, Borough Attorney

Mayor and Council,

Annual Budget Process – Work continues on annual budget proposals for the operating, capital, water and sewer budgets. Our next budget work session is scheduled for Wednesday January 26th at 7:30pm, via Zoom.

Personel Policy Manual Update – I am in the process of completing final edits to the proposed manual and expect to send it out to Borough Council for review this week. I am expecting to have the proposed manual on the February 14th Borough Council meeting agenda for adoption.

Respectfully Submitted,

Mitchell

RESOLUTION AND ORDINANCE REVIEW FOR THE JANUARY 24, 2022 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R67-22, AUTHORIZING MEMBERSHIP IN THE NJ STATE FIREMEN'S ASSOCIATION - this resolution provides municipal approval of applications made by Patrick Bickham to join the NJ Firemen's Association. The application was submitted to the Borough Clerk for approval by Joe Mullaney, Mountain Lakes Fire Department Chief.

R68-22, 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 2022. The fee shall not exceed \$71,309.00. The financial impact of this contract is an increase of 4% over the previous year's agreement. The price increase is due to increases in lake treatment product pricing.

R69-22, AWARDING A CONTRACT FOR CANADA GOOSE AND MUTE SWAN DAMAGE MANAGEMENT TO THE UNITED STATES DEPARTMENT OF AGRICULTURE, APHIS WILDLIFE SERVICES - this resolution authorizes an agreement with the USDA for Canada Goose and Mute Swan management in an amount up to \$9,148. The increase in pricing is due to the Borough requesting swan management services to help alleviate swim water quality issues that arose in 2021.

R70-22, AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES - this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$2,385.70 for an overpayment of taxes for Block 116 Lot 47. The homeowner made a duplicate payment.

R71-22, AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES - this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$112.60 for an overpayment of utility charges for Block 127.04 Lot 4. The refund is necessary due to an overpayment by the property owner.

R72-22, AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES - this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$138.76 for an overpayment of utility charges for Block 15 Lot 18. The refund is necessary due to an overpayment by the property owner.

R73-22, AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND HIGHVIEW COMMERCIAL, LLC - this resolution authorizes the Borough Council to execute a Developer's Agreement between the Borough and Highview Commercial LLC (Zeris Inn Property). The Agreement has been reviewed by the Borough Attorney and the Borough Engineer and both are in favor of the agreement.

R74-22, AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF PARSIPPANY FOR EMERGENCY SERVICES - this resolution authorizes the Borough to enter into an agreement with the Township of Parsippany for emergency medical services. Execution of this agreement formalizes a standing agreement that Parsippany's EMS unit will be the primary response service to the Borough. This agreement has no financial impact on the Borough or its residents.

R75-22, AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (SCOTT, CRAIG & HEATHER V. BOROUGH OF MOUNTAIN LAKES – BLOCK 57 LOT 3.02) - this resolution authorizes a settlement of a tax appeal for Block 57, Lot 3.02 (95 Cobb Road) for the year 2019 with a refund in the amount of \$3,711.00. The settlement was negotiated and recommended by the Borough Tax Assessor and the Borough Attorney.

R76-22, AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (WAGGONER, ROBERT C. V. BOROUGH OF MOUNTAIN LAKES – BLOCK 100, LOT 34) - this resolution authorizes a settlement of a tax appeal for Block 100, Lot 34 (284 Boulevard) for the year 2021 with a refund in the amount of \$ 5,674.00. The settlement was negotiated and recommended by the Borough Tax Assessor and the Borough Attorney.

R77-22, AMENDING RESOLUTION 33-22 RE-ESTABLISHING THE WOODLANDS ADVISORY COMMITTEE AND APPOINTING PUBLIC MEMBERS FOR 2022 TO EXPAND THE MEMBERSHIP OF THE COMMITTEE AND APPOINT TWO ADDITIONAL MEMBERS - this resolution, if approved, authorizes an increase in the number of committee members from seven to nine. The resolution is brought forth at the request of the committee and its Chair.

ORDINANCES TO INTRODUCE

None

ORDINANCES TO ADOPT

None

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

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

RESOLUTION 66-22

"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 24, 2022 and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 01/24/2022 For bills from 01/01/2022 to 01/19/2022

Check#	Vendor	Description	Payment	Check Total
19800	124 - AC DAUGHTRY, INC.	PO 24609 DPW - CENTRAL STATION MONITORING - QTR 1	178.29	
		PO 24609 DPW - CENTRAL STATION MONITORING - QTR 1	64.95	243.24
19801	219 - ACCESS	PO 24625 CUST# 156NFY04790 - JAN 2022	1,317.70	1,317.70
19802	2426 - AGL WELDING SUPPLY CO.	PO 24233 DPW - EQUIPMENT & TOOLS - BLANKET 2021	86.27	86.27
19803	206 - ALLEN PAPER & SUPPLY CO.	PO 24532 STREETS & ROADS - DEPARTMENT SUPPLIES	224.60	224.60
19804	196 - ALLIED OIL	PO 24271 DPW - UNLEADED FUEL - BLANKET	2,623.40	2,623.40
19805	189 - ANCHOR ACE HARDWARE	PO 22915 POLICE DEPT: ACCT # 001413 - 2021 BLANKE	38.70	
		PO 23397 WATER DEPARTMENT - DEPARTMENT SUPPLIES -	17.99	
		PO 23517 FIRE DEPT: EQUIPMENT - BLANKET	51.98	
		PO 24001 RECREATION - DEPARTMENT SUPPLIES - BLAN	151.04	
		PO 24456 DPW - DEPARTMENT SUPPLIES - BLANKET	263.73	523.44
19806	102 - ANDERSON & DENZLER ASSOC., INC	PO 24678 MARCH 2021 PROFESSIONAL SERVICES - UNDER	700.00	700.00
19807	191 - ASSOC OF NJ ENVIRONMENTAL COMM	PO 24626 2022 MEMBERSHIP DUES	375.00	375.00
19808	2147 - CCTMO LLC	PO 24578 JAN 2022 - CELL TOWER REIMBURSEMENT CROW	1,941.55	1,941.55
19809	545 - CERTIFIED SPEEDOMETER SVC., INC	PO 24652 POLICE: VEHICLE CALIBRATION	132.00	132.00
19810	4135 - CGP&H, LLC	PO 24592 COAH - JUNE 2021 PROF. SERVICE	2,185.30	2,185.30
19811	456 - CHADLER SOLUTIONS, LLC	PO 24577 2022 VOL FIREARMS INS. ACCIDENT & SICKNE	3,163.00	3,163.00
19812	4229 - CITY ELECTRIC SUPPLY	PO 24306 BH RENO: BUILDING SUPPLIES	2,326.29	2,326.29
19813	4090 - CLEAN MAT SERVICES, LLC	PO 24641 FLOOR MATS / DPW - JAN -JUNE 2022 BLANKE	93.17	93.17
19814	4150 - CLEARY GIACOBBE ALFIERIE JACOBS,	PO 24635 DECEMBER 2021 LEGAL ATTORNEY SERVICES	1,914.00	1,914.00
19815	3851 - CORBAN TECHNOLOGIES, INV	PO 24636 POLICE: DVR Diagnostics	153.00	153.00
19816	3190 - COUNTY OF MORRIS	PO 24572 2021 ADDED & OMITTED TAX ASSESSMENT	7,779.92	7,779.92
19817	3190 - COUNTY OF MORRIS	PO 24573 2021 ADDED & OMITTED TAX ASSESSMENT	230.92	230.92
19818	2358 - DAVE HEINER ASSOCIATES, INC.	PO 24440 WATER DEPT - LINE/ PUMP/ MOTOR REPAIRS	852.66	852.66
19819	576 - DAVE'S TIRE, LLC	PO 24096 POLICE: VEHICLE REPAIRS - BLANKET	516.04	
		PO 24640 POLICE: TIRES	492.00	1,008.04
19820	4119 - DOUGLAS EDLER	PO 23360 2021 CELLPHONE REIMBURSEMENT - BLANKET	120.00	120.00
19821	652 - DOVER BRAKE AND CLUTCH CO. INC	PO 24389 DPW - FEES & DUES	107.50	107.50
19822	2769 - DOVER DODGE, CHRYSLER, JEEP, INC.	PO 24655 POLICE: VEHICLE REPAIR	1,006.32	1,006.32
19823	4004 - FBINAA	PO 24606 POLICE: 2022 FBINAA MEMBERSHIP DUES	115.00	115.00
19824	746 - FEDEX	PO 24557 BH: RENOVATION	182.24	182.24
19825	1170 - FERGUSON ENTERPRISES #501	PO 24559 BH RENO: MATERIALS	13.29	13.29
19826	2517 - FFI FIREFIGHTER ONE, LLC	PO 24089 FIRE DEPT: HOSE	1,914.00	1,914.00
19827	4269 - FRANK CYRWS	PO 24228 BH: RENOVATIONS - ROOF INSTALLATION - RE	26,082.25	26,082.25
19828	653 - GANNET NEW JERSEY NEWSPAPERS	PO 24647 ZONING BOA: ADVERTISING - ACCT# 31471 -	44.72	44.72
19829	3951 - GANNETT NJ	PO 24524 TAX COLLECTOR: 2021 TAX SALE	275.80	275.80
19830	826 - GENERAL PLUMBING SUPPLY, INC	PO 24466 BH: RENOVATION	5,350.79	5,350.79
19831	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 23405 ACCT# 01QA0220 - 2021 BLANKET APR-DECEMB	271.16	271.16
19832	2740 - HILTI, INC.	PO 24556 BH:RENOVATIONS	2,000.27	2,000.27
19833	911 - HOME DEPOT CREDIT SERVICES	PO 24458 RECREATION - TREE LIGHTING	1,456.97	1,456.97
19834	4209 - HUNTER CARRIER SERVICES	PO 24553 ADMIN: INTERIM PHONE SYSTEM - ACCT BOML	823.18	823.18
19835	4234 - JAG CAR WASH HOLDINGS, LLC	PO 24238 POLICE: CAR WASHES - 2021 Blanket	236.00	236.00
19836	859 - JCP&L	PO 24587 ACCT#100 050 702 156 - BILL PRD: 11/25 -	11.89	
		PO 24589 MASTER ACCT# 200 000 569 000 - DEC 22, 2	3,769.75	
		PO 24590 MAST ACCT#200 000 054 011/ BILL DATE: DE	5.49	
		PO 24629 MASTER ACCT#200 000 574 000/ BILL DATE:	70.39	
		PO 24630 M/A #200 000 053 658 / BILL DATE: JAN 6,	52.00	3,909.52
19837	859 - JCP&L	PO 24632 M/A #200 000 054 011/ BILL DATE: JAN 6,	165.91	165.91
19838	1074 - JW PIERSON CO.	PO 24633 DPW - DEC 2021 DIESEL FUEL	1,355.25	1,355.25
19839	4252 - LINDE GAS NORTH AMERICA, LLC	PO 24569 BH: RENOVATIONS - GAS & EQUIP	355.42	355.42
19840	1441 - MAJOR POLICE SUPPLY	PO 23816 POLICE - VEHICLE REPAIR 25G	1,956.59	1,956.59
19841	2790 - MC PUBLIC SAFETY TRAINING ACADEMY	PO 24564 POLICE: RANGE USAGE	90.00	90.00
19842	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 24586 NOVEMBER 2021 PROFESSIONAL SERVICES - PB	210.00	210.00
19843	2789 - MORRIS COUNTY DETECTIVES ASSOC	PO 24568 POLICE: MEMBERSHIP DUES	100.00	100.00
19844	2534 - MORRIS COUNTY OVERHEAD DOOR COMPANY	PO 23055 STREETS & ROADS - BUILDING MAINTENANCE -	554.40	554.40
19845	3033 - MORRIS COUNTY TAX COLLECTORS	PO 24617 TAX COLLECTOR: 2022 TACTA DUES	40.00	40.00
19846	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 24623 SOLID WASTE DISPOSAL - DECEMBER 2021	13,875.05	13,875.05
19847	3922 - MOUNTAIN LAKES BAGEL, INC	PO 24600 DPW - MEALS- BLANKET	69.45	69.45
19848	4196 - MOUNTAIN LAKES REALTY, LLC	PO 23293 BH: LEASE PAYMENTS FOR TEMP BORO HALL	2,500.00	2,500.00
19849	1472 - MURPHY MCKEON P.C.	PO 24634 DECEMBER 2021 LEGAL SERVICES - COAH & TA	1,110.00	
		PO 24645 JAN 2022 PROFESSIONAL SERVICES - RETAINE	4,166.66	5,276.66
19850	2397 - NAPA AUTO PARTS	PO 24087 POLICE: VEHICLE REPAIR - BLANKET 2021	137.48	
		PO 24394 EQUIPMENT REPAIR -BOAT REPAIRS	138.00	
		PO 24459 DPW - VEHICLE REPAIR	458.78	
		PO 24607 POLICE: 2021 PARTS	384.01	
		PO 24659 POLICE: PARTS	358.17	1,476.44
19851	881 - NCX	PO 24638 ADMIN: 2022 DNS HOSTING / ACCT# GTI - BL	21.95	21.95
19852	4235 - NET2PHONE, INC.	PO 24656 2022 DEDICATED EFAX LINE - ACCT# 954962	32.67	32.67
19853	3388 - NEW JERSEY REGISTRAR'S ASSOCIATION	PO 24596 2022 MEMBERSHIP RENEWAL FOR CARA FOX	25.00	25.00

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 01/24/2022 For bills from 01/01/2022 to 01/19/2022

Check#	Vendor	Description	Payment	Check Total
19854	1533 - NJ DEPT OF COMMUNITY AFFAIRS	PO 24672 4TH QUARTER 2021 STATE PERMIT SURCHARGE	1,794.00	1,794.00
19855	1562 - NJLM	PO 24675 2021 Salary Survey	75.00	75.00
19856	3683 - NJMMA	PO 24595 ADMIN: 2022 MEMBERSHIP	250.00	250.00
19857	3844 - NJSLOM	PO 24639 2022 MEMBERSHIP DUES	517.00	517.00
19858	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 24627 JANUARY 2022 DENTAL PREMIUMS - GROUP 162	1,753.00	1,753.00
19859	3173 - OPTIMUM	PO 23031 FIRE: ACCT# 07876-603439-01-8 CABLE - 20	71.69	71.69
19860	2968 - OPTIMUM	PO 24602 DPW: 2022 INTERNET SERVICES ACCT# 07876-	146.18	146.18
19861	2968 - OPTIMUM	PO 24603 DPW: 2022 CABLE BOXES ACCT# 07876-414565	11.74	11.74
19862	3659 - OPTIMUM	PO 24658 2022 BORO TRAILER INTERNET SERVICES ACCT	200.72	200.72
19863	4213 - OPTIMUM	PO 24660 2022 BORO (TEMP SPACE) INTERNET SVCS. AC	156.23	156.23
19864	3785 - PROPAC, INC.	PO 24562 POLICE: CERT SUPPLIES	27.00	27.00
19865	3990 - RICH TREE SERVICE, INC.	PO 24408 SHADE TREE - TREE REMOVAL - ROCK LANE	1,200.00	1,200.00
19866	285 - SHAWN BENNETT	PO 24566 POLICE: REIMBURSEMENT	129.00	129.00
19867	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 24493 ORDER: 7345899041	504.42	504.42
19868	1981 - SUBURBAN DISPOSAL, INC	PO 24618 SOLID WASTE / RECYCLING COLLECTION - DEC	36,659.99	36,659.99
19869	3157 - TCTA MEMBERSHIP SERVICES	PO 24620 TAX COLLECTOR: 2022 TCTA ANNUAL DUES	100.00	100.00
19870	603 - TOWNSHIP OF DENVILLE	PO 24582 1Q22 PROPERTY TAXES - TOWPATH	1,119.59	1,119.59
19871	3171 - TOWNSHIP OF RANDOLPH	PO 24594 ADMIN: 2022 MCCPC MEMBERSHIP	1,100.00	1,100.00
19872	4191 - TRANSUNION RISK & ALTERNATIVE	PO 23093 POLICE: 2021 SUBSCRIPTION ACCT. ID: 3645	100.00	100.00
19873	1536 - TREAS, STATE OF NJ - D.O.H.	PO 24597 DECEMBER 2021 DOG LICENSING FEE	1.20	1.20
19874	2079 - TREASURER, STATE OF NEW JERSEY	PO 24599 JULY - DECEMBER 2021 MARRIAGE LICENSE FE	275.00	275.00
19875	1534 - TREASURER, STATE OF NJ	PO 24575 WATER DEPARTMENT - WATER ALLOCATION - 20	4,790.00	4,790.00
19876	4088 - TURN OUT UNIFORMS, INC	PO 24188 POLICE: UNIFORMS	193.99	
		PO 24273 POLICE: UNIFORMS-NEW HIRES	1,879.75	
		PO 24523 POLICE - UNIFORMS	39.99	
		PO 24567 POLICE: UNIFORMS	56.00	2,169.73
19877	4069 - UNITED BUSINESS SYSTEMS	PO 24648 CANON COPIERS - 4TH QTR 2021 - PRINTING	1,061.32	1,061.32
19878	1062 - UNITED SITE SERVICES	PO 24649 PORTA JOHNS - JAN - APR 2022 - CUST ID#	363.20	
		PO 24650 BH: PORTAJOHNS / TEMP FENCING - BLANKET	230.46	593.66
19879	2536 - UNUM LIFE INSURANCE COMPANY	PO 24579 JAN 2022 STD/LTD / LIFE INSURANCE	2,708.43	2,708.43
19880	2135 - VERIZON WIRELESS	PO 24679 ACCT# 882388054-00001 / DEC 05 - JAN 04	875.58	875.58
19881	832 - W.W. GRAINGER, INC	PO 24496 SEWER - DEPARTMENT SUPPLIES	174.92	174.92
19882	2182 - WEST CHESTER MACHINERY & SUPPLY CO.	PO 24637 DPW - SNOW REMOVAL EQUIPMENT REPAIRS - B	282.88	282.88
19883	2194 - WHIPPANY RIVER WATERSHED	PO 24598 2022 MEMBERSHIP DUES	1,200.00	1,200.00
19884	4225 - WILLIAMS SCOTSMAN, INC	PO 24661 BH: RENOVATIONS - 2022 TRAILER RENTAL -	224.00	224.00
TOTAL				160,159.58

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	3,259.70			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	25.00			
01-201-20-140-020	COMPUTER SERVICES	466.68			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	140.00			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	4,166.66			
01-201-23-210-020	INSURANCE - LIABILITY	3,163.00			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	4,461.43			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	629.00			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	676.80			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	93.17			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	492.00			
01-201-27-335-020	ENVIRONMENTAL COMM - OTHER EXP	375.00			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	363.20			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	11.03			
01-201-31-440-020	TELECOMMUNICATIONS	832.21			
01-203-20-100-020	(2021) GENERAL ADMIN - OTHER EXPENSE		3,627.21		
01-203-20-120-020	(2021) MUNICIPAL CLERK - OTHER EXP'S		69.67		
01-203-20-145-020	(2021) TAX COLLECTOR - OTHER EXPENSES		275.80		
01-203-20-155-020	(2021) LEGAL SERVICES - OTHER EXPENSE		3,024.00		
01-203-21-180-020	(2021) PLANNING BOARD - OTHER EXPENSE		247.88		
01-203-21-185-020	(2021) BD OF ADJUST - OTHER EXPENSES		82.60		
01-203-25-240-020	(2021) POLICE DEPT - OTHER EXPENSES		2,768.50		
01-203-25-252-020	(2021) EMERGENCY MGMT - OTHER EXPENSE		27.00		
01-203-25-255-020	(2021) FIRE DEPT - OTHER EXPENSES		2,037.67		
01-203-26-290-020	(2021) STREETS & ROADS - OTHER EXP.		1,609.99		
01-203-26-300-020	(2021) SHADE TREE COMMISSION - O/E		1,200.00		

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-203-26-305-020	(2021) SOLID WASTE - OTHER EXPENSES		50,124.94		
01-203-26-306-020	(2021) Recycling Tax		410.10		
01-203-26-315-020	(2021) VEHICLE REPAIRS & MAINTENANCE		4,817.39		
01-203-28-370-020	(2021) PARKS & PLAYGROUNDS OTHER EXP.		1,456.97		
01-203-28-375-020	(2021) MAINT OF PARKS (BEACHES/LAKES)		151.04		
01-203-31-435-020	(2021) ELECTRICITY - ALL DEPARTMENTS		224.26		
01-203-31-436-020	(2021) ELECTRICITY - STREET LIGHTING		3,769.75		
01-203-31-440-020	(2021) TELECOMMUNICATIONS		823.18		
01-203-31-447-020	(2021) PETROLEUM PRODUCTS		3,978.65		
01-209-55-000-000	COUNTY ADDED/OMITTED PAYABLE			7,779.92	
01-211-55-100-000	COUNTY OPEN SPACE ADDED/OMITTED			230.92	
01-260-05-100	DUE TO CLEARING			0.00	111,902.87
01-290-55-000-001	DUE TO NJ - DCA TRAINING FEES			1,794.00	
01-290-55-000-002	DUE TO NJ - MARRIAGE LIC. FEES			275.00	
01-290-55-000-005	T-MOBILE DUE TO CROWN CASTLE			1,941.55	
TOTALS FOR	Current Fund	19,154.88	80,726.60	12,021.39	111,902.87
02-200-40-700-340	Clean Communities Grant			1,200.00	
02-260-05-100	DUE TO CLEARING			0.00	1,200.00
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	1,200.00	1,200.00
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			39,265.01	
04-215-55-991-000	2021 CAPTIAL ORDINANCE 10-21			700.00	
04-260-05-100	DUE TO CLEARING			0.00	39,965.01
TOTALS FOR	General Capital	0.00	0.00	39,965.01	39,965.01
05-201-55-520-520	Water Operating - Other Expenses	5,974.54			
05-203-55-520-520	(2021) Water Operating - Other Expenses		870.65		
05-260-05-100	DUE TO CLEARING			0.00	6,845.19
TOTALS FOR	Water Operating	5,974.54	870.65	0.00	6,845.19
07-203-55-520-520	(2021) Sewer Operating - Other Expenses		245.31		
07-260-05-100	DUE TO CLEARING			0.00	245.31
TOTALS FOR	Sewer Operating	0.00	245.31	0.00	245.31
13-260-05-100	DUE TO CLEARING			0.00	1.20
13-286-56-000-000	RESERVE - ANIMAL LICENSE FUND			1.20	
TOTALS FOR	Animal Trust	0.00	0.00	1.20	1.20

Total to be paid from Fund 01 Current Fund 111,902.87
 Total to be paid from Fund 02 FEDERAL AND STATE GRANTS 1,200.00
 Total to be paid from Fund 04 General Capital 39,965.01
 Total to be paid from Fund 05 Water Operating 6,845.19
 Total to be paid from Fund 07 Sewer Operating 245.31
 Total to be paid from Fund 13 Animal Trust 1.20
 =====
 160,159.58

- \$150.00 VOID Ck# 19101


Checks Previously Disbursed

19794	ANN PURCELL - PETTY CASH	PO# 24574	TO ESTABLISH PETTY CASH FUND FOR 2	250.00	1/10/2022
19795	KANSAS STATE BANK	PO# 24570	COPIER-JAN 2022 SEMI ANNUAL LEASE	2,308.00	1/10/2022
19796	MORRIS COUNTY MUNICIPAL	Multiple:		52,154.00	1/10/2022

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
19797	MTN. LAKES BOARD OF EDUCATION	PO# 24576	JANUARY 2022 MTN LAKES SCHOOL DIST	2,149,416.83	1/10/2022
19798	MTN. LAKES PUBLIC LIBRARY	PO# 24581	JAN 2022 MTN LAKES PUBLIC LIBRARY	25,309.00	1/10/2022
19799	POSTMASTER	Multiple:		1,000.00	1/10/2022
222004	Depository Trust Company,DTC		PRINCIPAL & INTEREST ON BONDS	394,775.00	1/18/2022

				2,625,212.83	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund QUALITY CUSTOM HOMES	2,625,212.83		2,625,212.83
Fund 01 Current Fund	2,615,977.27	111,902.87	2,727,880.14
Fund 02 FEDERAL AND STATE GRANTS		1,200.00	1,200.00
Fund 04 General Capital		39,965.01	39,965.01
Fund 05 Water Operating	4,892.30	6,845.19	11,737.49
Fund 07 Sewer Operating	4,343.26	245.31	4,588.57
Fund 13 Animal Trust		1.20	1.20
BILLS LIST TOTALS	5,250,425.66	160,159.58	<u>5,410,585.24</u>

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

Meeting Date: 01/24/2022 For bills from 01/01/2022 to 01/19/2022

Check#	Vendor	Description	Payment	Check Total
5263	102 - ANDERSON & DENZLER ASSOC., INC	PO 24591 NOVEMBER 2021 PROFESSIONAL SERVICES - ES	4,553.82	4,553.82
5264	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 24588 NOVEMBER 2021 PROFESSIONAL SERVICES - ES	350.00	350.00
5265	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 24584 NOVEMBER 2021 PROFESSIONAL SERVICES - ES	960.00	960.00
5266	3759 - PRINCETON HYDRO, LLC	PO 24585 NOVEMBER 2021 PROFESSIONAL SERVICES - ES	792.00	792.00
TOTAL				6,655.82

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	6,655.82
17-500-00-050-231	Sunrise Senior Living Management			350.00	
17-500-00-091-310	PULTE GROUP - ENCLAVE SITE INSPEC. FEE			2,971.59	
17-500-00-091-316	SUNRISE - INSPECTION FEES			166.55	
17-500-00-091-319	HIGHVIEW HOMES LLC			499.65	
17-500-00-091-322	BLUE 701, LLC			792.00	
17-500-00-091-323	Nouvelle, LLC (GFM Properties)			1,876.03	
TOTALS FOR	Developer's Escrow	0.00	0.00	6,655.82	6,655.82

Total to be paid from Fund 17 Developer's Escrow

6,655.82

6,655.82

List of Bills - (3310101001001) CASH - RECREATION**Recreation Trust**

Meeting Date: 01/24/2022 For bills from 01/01/2022 to 01/19/2022

Check#	Vendor	Description	Payment	Check Total
5437	4290 - DeCAMP BUS LINES	PO 24384 2022 Ski Club Charter Bus BLANKET	3,000.00	3,000.00
5438	4232 - SOUNDVIEW PROMOTIONAL	PO 24619 SKI CLUB: HATS	2,235.00	2,235.00
TOTAL				5,235.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	5,235.00
33-600-00-090-000	Recreation Trust Reserves			5,235.00	
TOTALS FOR	Recreation Trust	0.00	0.00	5,235.00	5,235.00

Total to be paid from Fund 33 Recreation Trust

5,235.00

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5,235.00

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

RESOLUTION 67-22

**“RESOLUTION AUTHORIZING MEMBERSHIP IN THE
NEW JERSEY STATE FIREMEN’S ASSOCIATION”**

WHEREAS, the following individual has applied for membership in the New Jersey State Firemen’s Association and has submitted the required documentation; and

WHEREAS, the Fire Department recommends this individual for membership; and

WHEREAS, a copy of the application has been filed with the Borough Clerk.

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough of Mountain Lakes approves the application for the following individual:

Patrick Bickham

4 Vale Drive

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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION 68-22

**“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 \$71,309.00 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 Solitude Lake Management, for a fee not to exceed \$71,309.00 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, 2022 through December 31, 2022.
- 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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

CERTIFICATION OF THE AVAILABILITY OF FUNDS

01-201-28-375-023 Maintenance of Parks Lake Treatment Prog \$62,064.00

01-201-28-375-025 Maintenance of Parks Nutrient Inactivation \$9,245.00

A handwritten signature in cursive script, reading "Monica Goscicki". The signature is written in dark ink and is positioned above a horizontal line.

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.	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
Business Entity / Corporate Disclosure	Goods and Services; Professional Services	Disclosure affidavit provided.	CF	P
Political Contribution Disclosure	Professional Services	Disclosure language in contract; form completed	CF	P
Non-collusion	All Contracts	Non-collusion affidavit has been signed	CF	P
Debarment	Public Works	Vendor not currently on the State debarment list	CF	P
Insurance	All Contracts	Proof of insurance as required by RFP, Specifications, or Contract	CF	P
Attorney Review	All Contracts	Confirmation that the agreement has been reviewed by the Borough Attorney	CF	P
Confidentiality	Goods and Services; Professional Services	Provisions when appropriate included in the contract	N/A	
Non-performance	All Contracts	Provision addressing consequences for non-performance or breach of agreement.	N/A	
Invoice Process	All Contracts	Consistent with Local Public Contracts law and Borough procedures	CF	P
Payment Terms	All Contracts	Do standard payment terms apply?	CF	P
Qualifications	Professional Services	Proof of professional licenses/certifications	N/A	
Renewal	Professional Services; Goods and services	Provision concerning renewal included where appropriate	CF	P
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	N/A	
Financial	All contracts	Has the economic impact of the transaction been evaluated?	CF	P

Date: _____

over last year
Product price increase

+ 4%

**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 02/01/2022 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 71,309.00.
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.

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

By: Zachary Cartwright

12/10/2021
Date

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

(SEAL)

WITNESS ATTEST:
CONTRACTOR Solitude Lake Management LLC

By: Alec

12/10/2021
Date

CONTRACTOR Solitude Lake Management LLC

By: Trina L. Duncan

Trina L. Duncan, Business Manager
(SEAL)

Proposal

CUSTOMER NAME: Borough of Mountain Lakes

SUBMITTED TO: Mitchell Stern

CONTRACT EFFECTIVE DATE: February 1 2022, through January 31, 2023

SUBMITTED BY: LisaMarie Strawser, Sales Support Administrator

SERVICES: Lake maintenance renewal services for ten (10) waterways (190.10 total surface acres): five (5) lakes, four (4) ponds and one (1) canal.

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 **\$62,064.00**. SOLitude shall invoice Customer **\$6,896.00 per month March through November** for the Services to be provided under this Agreement. The term of this agreement is for a period of twelve (12) months, with payment 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.

Additional as requested and approved management costs:

Task 1: Crystal Lake Nutrient Inactivation (alum) Treatment (~3000 gals) \$ 5,895.00

Task 2: Wildwood Lake Nutrient Inactivation (alum) Treatment (~1500 gals) \$ 3,350.00

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. 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, the 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 an annual 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.



4. **TERMINATION.** If SOLitude terminates your service for nonpayment or other default before the end of the Services Contract, or if the Customer terminates this Services Contract for any reason other than in accordance with the cancellation policy outlined above, Customer agrees to pay SOLitude, in addition to all other amounts owed, an Early Termination Fee in the amount specified below ("Early Termination Fee"). The Customer's Early Termination Fee will be 50% of the remaining value of the Contracted Price. The Early Termination Fee is not a penalty, but rather a charge to compensate SOLitude for the Customer's failure to satisfy the Services Contract on which the Customer's rate plan is based.
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. In no event will any party to this Agreement be liable to the other for incidental, consequential or purely economic damages.
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.
12. **FUEL/TRANSPORTATION SURCHARGE.** Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.
13. **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. Customers 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. Oftentimes 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.

14. NONPERFORMANCE. In the case of any default on the part of the Company with respect to any of the terms of this Agreement, the Customer shall give written notice thereof, and if said default is not made good within (30) Thirty Days, the Customer shall notify the Company in writing that there has been a breach of the Agreement. The Company in case of such breach shall be entitled to receive payment only for work completed prior to said breach, so long as the total paid hereunder does not exceed the Contract sum.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

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:



SCHEDULE A – ANNUAL LAKE AQUATIC VEGETATION MANAGEMENT SERVICES

1. Birchwood Lake

The 2022 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. Management of bassweed will also be a focus in 2022, and is expected to be executed through the application of Aquastrike.

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 2022. Algae control has been minimal and copper sulfate has been used primarily in this lake. In 2022, 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 2022. The use of alum is not projected in Crystal Lake for 2022, 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 2022 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 2022 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 2022, 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.



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 2021, a spring alum treatment is anticipated and included in the management cost for 2022.

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 2022 will depend on existing conditions. Eurasian watermilfoil increased in density during the 2021 management season, and an application of a systemic herbicide is anticipated during the spring of 2022. 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 2022 to target these plant species earlier in the season in 2022 based on observed growth in 2021.

7. Canal

Aggressive management of water primrose will also be a focus of 2022 to target these plant species earlier in the season in 2022 based on observed growth in 2021.

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 2022.

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.

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.
 - 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 prescriptive site-specific water quality management 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 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 furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, 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, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of 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 for the 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 regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, 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, affectional or sexual orientation 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.

In conforming with the applicable employment goals, 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, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27



Signature

Trina L. Duncan, Business Manager
Solitude Lake Management LLC

12/14/2021

Date

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant to N.J.S.A. 19:44A-20.8
BOROUGH OF MOUNTAIN LAKES

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Solitude Lake Management LLC
Name of company
has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L.
2004, c. 19 would bar the award of this contract in the one-year period preceding January 1, 2021 to any of the
contract date
following named candidate committee, joint candidates committee; or political party committee representing the elected
officials of the Council of the Borough of Mountain Lakes as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Lauren Barnett	Thomas Menard
Daniel Happer	Christopher Richter
Cynthia Korman	Khizar Sheikh
Audrey Lane	

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued
and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I
and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Solitude Lake Management LLC

Signed: Trina L. Duncan

Print Name: Trina L. Duncan

Title: Business Manager

Date: 12/10/2021

Subscribed and sworn before me this 10th day of
December, 2021.

My Commission expires: 12/31/2022

Karen J. Avery
(Affiant)

Karen J. Avery, Notary Public

(Print name & title of affiant) (Corporate Seal)



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Solitude Lake Management LLC		
Address:	310 East Washington Avenue Suite C		
City:	Washington	State:	NJ
		Zip:	07882

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature 12/10/2021

Trina L. Duncan

Business Manager

Printed Name _____

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Trina L. Duncan, Business Manager, Solitude Lake Management LLC 12/10/2021 <i>Trina L. Duncan</i>	

Subscribed and sworn before me this <u>16</u> day of <u>Dec</u> , 20 <u>21</u>	<i>Karen J. Avery</i> (Affiant)
(Notary Public)	Karen J. Avery, Notary Public
My Commission expires: 12/31/2022	(Print name & title of affiant)
	(Corporate Seal)



Borough of Mountain Lakes


CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

N.J.S.A. 52:32-44.1 (P.L. 2019, c.406)

This certification shall be completed, certified to, and submitted to the contracting unit prior to contract award, except for emergency contracts where submission is required prior to payment.

PART I: VENDOR INFORMATION	
Individual or Organization Name	Solitude Lake Management LLC
Address of Individual or Organization	310 East Washington Avenue Suite C Washington, NJ 07882
DUNS Code (if applicable)	134499826
CAGE Code (if applicable)	3H9W0
Check the box that represents the type of business organization:	

- ☐ Sole Proprietorship (skip Parts III and IV) ☐ Non-Profit Corporation (skip Parts III and IV)
☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC) ☐ Partnership
☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☐ Other (be specific): _____

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Mountain Lakes</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <i>Borough of Mountain Lakes</i> to notify the <i>them</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes, permitting them to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Trina L. Duncan	Title:	Business Manager
Signature:		Date:	12/10/2021

PART III – CERTIFICATION OF NON-DEBARMENT: Individual or Entity Owning Greater than 50 Percent of Organization

Section A (Check the Box that applies)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of its voting stock, or of the partner in the partnership who owns more than 50 percent interest therein, or of the member of the limited liability company owning more than 50 percent interest therein, as the case may be.
Name of Individual or Organization	
Home Address (for Individual) or Business Address	
OR	
<input checked="" type="checkbox"/>	No one stockholder in the corporation owns more than 50 percent of its voting stock, or no partner in the partnership owns more than 50 percent interest therein, or no member in the limited liability company owns more than 50 percent interest therein, as the case may be.

Section B (Skip if no Business entity is listed in Section A above)

<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the member of the limited liability company owning more than 50 percent interest in organization's parent entity, as the case may be.
Stockholder/Partner/Member Owning Greater Than 50 Percent of Parent Entity	
Home Address (for Individual) or Business Address	
OR	
<input type="checkbox"/>	No one stockholder in the parent entity corporation owns more than 50 percent of its voting stock, no partner in the parent entity partnership owns more than 50 percent interest therein, or no member in the parent entity limited liability company owns more than 50 percent interest therein, as the case may be.

Section C – Part III Certification


I hereby certify that no individual or organization that is debarred by the federal government from contracting with a federal agency owns greater than 50 percent of the **Organization listed above** in

Part I or, if applicable, owns greater than 50 percent of a parent entity of n/a.
 I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the *Borough of Mountain Lakes* is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award to notify the Borough of Mountain Lakes in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes, permitting them to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Trina L. Duncan	Title:	Business Manager
Signature:	<i>Trina L. Duncan</i>	Date:	12/10/2021

Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities	
Section A	
<input type="checkbox"/>	Below is the name and address of the corporation(s) in which the Organization listed in Part I owns more than 50 percent of voting stock, or of the partnership(s) in which the Organization listed in Part I owns more than 50 percent interest therein, or of the limited liability company or companies in which the Organization listed above in Part I owns more than 50 percent interest therein, as the case may be.
Name of Business Entity	Business Address
Add additional sheets if necessary	
OR	
<input checked="" type="checkbox"/>	The Organization listed above in Part I does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

Section B (skip if no business entities are listed in Section A of Part IV)	
<input type="checkbox"/>	Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or

limited liability company).	
Name of Business Entity Controlled by Entity Listed in Section A of Part IV	Business Address
Add additional Sheets if necessary	
OR	
<input checked="" type="checkbox"/>	No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.
Section C – Part IV Certification	
<p>I hereby certify that the Organization listed above in Part I does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Mountain Lakes is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Borough of Mountain Lakes to notify them in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes permitting them to declare any contract(s) resulting from this certification void and unenforceable.</p>	
Full Name (Print):	<div>Trina L. Duncan</div> <div>Title: Business Manager</div>
Signature:	<div></div> <div>Date: 12/10/2021</div>



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SOLITUDE LAKE MANAGEMENT, LLC

Trade Name:

Address: 580 ROCKPORT ROAD
ROCKPORT, NJ 07840

Certificate Number: 2023699

Effective Date: March 03, 2016

Date of Issuance: July 08, 2016

For Office Use Only:

20160708090934907

7/8/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 200 Glenridge Point Parkway Suite 400 Atlanta GA 30342	CONTACT NAME: Certificate Unit	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 404-439-8000	E-MAIL ADDRESS: certificate@epicbrokers.com	
INSURED SOLitude Lake Management, LLC. Rentokil North America, Inc. (REN478) 1320 Brookwood Drive, Suite H Little Rock AR 72202-4412	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: ACE American Insurance Company		22667
	INSURER B: ACE Property & Casualty Insurance Company		20699
	INSURER C: Arch Insurance Company		11150
	INSURER D: Arch Indemnity Insurance Company		30830
	INSURER E: Interstate Fire & Casualty Company		22829
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 649587000**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			OGLG27240331	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			31CAB1044401 31CAB1044501	10/1/2021 10/1/2021	10/1/2022 10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOOG27239420	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	31WC1044201 34WC1044301	10/1/2021 10/1/2021	10/1/2022 10/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A	<input checked="" type="checkbox"/> Errors & Omissions Liability CPL (Excluding Aerial Ops)			OGLG27240331 USL01372121	10/1/2021 10/1/2021	10/1/2022 10/1/2022	Each Incident/Agg \$5,000,000 Each Incident/Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CPL = Contractor's Pollution Liability

Borough of Mountain Lakes, to the extent required by written contract is an additional insured.

CERTIFICATE HOLDER**CANCELLATION**

Borough of Mountain Lakes 400 Boulevard Mountain Lakes NJ 07046	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Borough of Mountain Lakes

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at 1320 Brookwood Drive Suite H Little Rock AR 72202

2. The name of the within applicant is Solitude Lake Management LLC

3. I executed the said proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.
5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Borough of Mountain Lakes, County of Morris, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of a bonafide established commercial selling agencies maintained by the applicant.

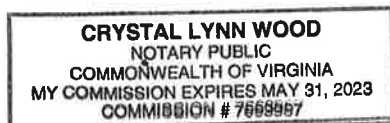
Subscribed and sworn to
before me this day

January 6th, 2022

Crystal L. Wood
Signature of Notary

My Commission expires 5/31/2023

(Seal)



Trina L. Duncan 01/06/2022
Signature of Applicant

Trina L. Duncan

Print Name

Certification 56655

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2019** to **15-OCT-2026**

SOLITUDE LAKE MANAGEMENT, LLC
310 E. WASHINGTON AVE., STE C
WASHINGTON NJ 07882



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 69-22

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

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

WHEREAS, the Borough has received a proposal for Canada Goose and Mute Swan 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, 140 C Locust Grove Road, Pittstown, NJ, 08867 for the Borough's 2022 Canada Goose and Mute Swan 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, 2022 through September 30, 2022.

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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

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*) and mute swan (*Cygnus olor*) 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
Borough of Mountain Lakes
400 Boulevard, Mountain Lakes, NJ 07046
973-334-3131 Ext. 2006
mstern@mtnlakes.org
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, 2022 and shall continue through September 30, 2022, 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 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 geese (*Branta canadensis*) and mute swan (*Cygnus olor*)

Plan of Action

Canada goose and mute swan presence on Borough of Mountain Lakes property(s) can negatively impact the quality of life for residents, patrons and/or employees. Geese and swans can affect human health and safety through disease concerns associated with feces, aggressive behavior when defending nests and young, and hazards when on roadways or near airports. Additionally, geese and swans can cause damage to property and natural resources through overgrazing of vegetation and accumulation of feces in bodies of water.

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 removal of Canada goose and mute swan 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 for geese, migratory goose population surveys, and/or surveys of mute swans, feral geese, and feral 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, or other proposed methods. Birds are euthanized in accordance with recommendations by the American Veterinary Medical Association and APHIS-WS policy. When applicable, APHIS-WS will sample and test euthanized birds for research purposes. APHIS-WS will dispose of birds 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 and New Jersey State Depredation Control Permit issued to the APHIS-WS program. APHIS-WS will provide a final report to Borough of Mountain Lakes summarizing Canada goose and mute swan management pursuant to this agreement no later than September 30, 2022.

APHIS-WS and Borough of Mountain Lakes Agree

1. Borough of Mountain Lakes will coordinate with APHIS-WS before responding to media, public requests, or posting information to social media pertaining to wildlife damage management activities. Borough of Mountain Lakes 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 obtained through 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 and mute swan 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, habitat modification, visual deterrents and/or egg addling.
4. Borough of Mountain Lakes has implemented a no feeding policy on their property(s).

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$ 4,619.00
Travel		\$ 1,855.00
Vehicles		\$ 526.00
Other Services		-
Supplies and Materials		\$ 195.00
Equipment		-
Subtotal (Direct Charges)		\$ 7,195.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	\$ 791.00
Indirect Costs	16.15%	\$ 1,162.00
Aviation Flat Rate Collection		-
Agreement Total		\$ 9,148.00
<p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement but may not exceed \$ 9,148.</p> <p>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 should activities be deemed unnecessary.</p>		

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.

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

RESOLUTION 70-22

“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES”

WHEREAS, the Tax Collector certifies that the following property has an overpayment of taxes for the year 2021, and the Collector has authorized the issuance of a refund.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that a warrant be drawn to Mingsun Tsai, 6 Lakeland Court Mountain Lakes, NJ 07046 representing a refund of taxes due to an overpayment.

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
116	47	Mingsun Tsai 6 Lakeland Court Mountain Lakes, NJ 07046	\$2,385.70

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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION R71-22

“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES”

WHEREAS, the Tax/Utility Collector certifies that the following property has an overpayment of Utilities and the former owner has requested the issuance of a refund.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that a warrant be drawn to Mary Rosseland 1052 Main Street Apt. E Millis, MA 02054, representing a refund of the 4th quarter 2021 utility overpayment.

<u>Block</u>	<u>Lot</u>	<u>Address</u>	<u>Year</u>	<u>Amount</u>
127.04	4	8 Maple Way	2021	\$ 112.60

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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION R72-22

“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES”

WHEREAS, the Tax/Utility Collector certifies that the following property has an overpayment of Utilities and the owner has requested the issuance of a refund.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that a warrant be drawn to Eric Lin 20 Crestwood Drive Mountain Lakes, representing a refund of the 4th quarter 2021 utility overpayment.

Block	Lot	Address	Year	Amount
15	18	20 Crestwood Drive	2021	\$ 138.76

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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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION 73-22

**“RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPER’S AGREEMENT BETWEEN THE BOROUGH OF
MOUNTAIN LAKES AND HIGHVIEW COMMERCIAL, LLC”**

WHEREAS, Highview Commercial, LLC the developers of land identified on a certain site plan and/or subdivision plat known as Block 2, Lots 2,5, and 5.01 located at 372 Route 46 East; and

WHEREAS, the developers were granted approval by the Borough of Mountain Lakes Planning Board pursuant to Resolution dated July 22, 2021; and

WHEREAS, the developers desire to comply with the terms and conditions of the approval; and

WHEREAS, the Borough of Mountain Lakes and the developers have agreed to enter into a Developer's Agreement which agreement would provide for the completion of various improvements and obligations required by the approvals.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the appropriate municipal officials are hereby authorized to execute a Developer's Agreement between the Borough of Mountain Lakes and Highview Commercial, LLC in the form attached hereto.

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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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

DEVELOPER'S AGREEMENT OF THE BOROUGH OF MOUNTAIN LAKES

AGREEMENT made this _____ day of _____, 2022, by and between the **Borough of Mountain Lakes**, a municipal corporation of the State of New Jersey, with its governmental offices located at 400 Boulevard, Mountain Lakes, New Jersey (hereinafter referred to as the "Borough"); and **Highview Commercial, LLC** with offices at 280 Route 35 South, Suite 150, Red Bank, New Jersey 07701 (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is the contract purchaser of land identified on certain site plan and/or subdivision plan and hereto made a part hereof and referenced as generally described as follows:

Block 2, Lots 2, 5 and 5.01, located at 372 Route 46 East in the B Zone; and

WHEREAS, the Developer was granted approval by a duly constituted approving authority of the Borough to construct in accordance with the plans, which approval is memorialized in the Resolution of Approval of the Borough of Mountain Lakes Planning Board (the "approving authority") granting conditional use and major site plan approval and minor subdivision approval with variances pursuant to Application #20-273 which Resolution was adopted by the approving authority at their meeting of July 22, 2021 and as annexed hereto as Exhibit A; and

WHEREAS, the Developer desires to comply with the terms and conditions of such approval; and

WHEREAS, the Developer and the Borough desire to enter into a Developer's Agreement, which Agreement would provide for the completion of the various improvements and obligations required by the approval and accordingly, the parties wish to express by this Agreement their acceptance of the conditions, safeguards and limitations under which any on-site and/or any off-site construction, or contributions in lieu thereof, will proceed;

NOW, THEREFORE, in consideration of the approval heretofore granted to the Developer, the mutual covenants herein contained, and the mutual benefits to be derived by the parties from the performance thereof, it is AGREED as follows:

I IMPROVEMENTS

1. **Improvements to be Completed by Developer.** The Developer shall, at its sole cost and expense, construct and install all of the improvements: (1) shown on the site plan required as part of the approval of the development application, which plans are referenced as prepared by Matthew Sharo, PE, dated October 29, 2020, last revised August 4, 2021 ; (2) made necessary during the course of construction (collectively, the "Project"); (3) shown on the cost estimate for site improvements dated September 10, 2021, a copy of which is attached as Exhibit B which covers statutorily bondable improvements only; (4) as required by the approving authority Resolution of Approval, Exhibit A; (5) as agreed pursuant to the testimony of the applicant during the course of the hearings before the approving authority; and (6) and as noted in the Borough Engineer's Reports and any other Agency Reports issued as part of the underlying approvals, as

more particularly referred to in Exhibit A, as well as the minutes of the meetings of the approving authority with respect to the underlying application, it being specifically understood and agreed that all such agency reports are specifically incorporated herein by reference as if the same were fully set forth at length herein.

The Developer shall not commence any construction until the site plans are signed and all necessary permits have been approved by Borough and unless the premises have been made safe for the public by the installation of such fences, barricades, dust, soil erosion and mud abatement devices, and construction lighting required by the manual on Uniform Traffic Control Devices or as may be necessary in the reasonable discretion of the Borough Engineer or Municipal Inspectors in order to prevent the possibility of personal injury, property damage or nuisance. If the Developer fails to maintain such devices after commencement of such construction, the Construction Official or Borough Engineer may suspend work after written notice of any deficiencies are provided to the Developer and after fifteen (15) business days have elapsed without a response. Thereafter the Borough may cause necessary protective devices to be installed at the Developer's expense. The Borough may at any time cause temporary safety devices to be installed upon reasonable notice to the Developer.

The Borough Engineer and/or the Borough Engineer's designee is hereby authorized to approve and/or require minor modifications to the site plan, if those modifications are necessitated by conditions in the field which demonstrate that it would be impractical for the Developer to complete the improvements in accordance with the approved plans, or that any planned site improvement will not function for its intended purpose as a result of such a field condition, and, provided, further that any such modifications do not require a variance or exception from the requirements of the Borough Land Use Regulations. Major modifications shall only be granted by the approving authority.

2. **Compliance with Law.** All improvements shall be constructed and installed in accordance with such state and federal laws as pertain thereto and in accordance with such specifications, ordinances, rules and regulations which are validly enacted or promulgated by the Borough, its officers, employees and agents prior to the commencement of construction. All buildings and structures are subject to inspection and approval by the applicable subcode official. All other site improvements not under the jurisdiction of the Construction Code Official shall be made subject to the inspection and approval of the Borough Engineer or his designee. Developer shall notify the Borough Engineer, in writing, 24 hours prior to the commencement of construction of any improvements or other operations to be inspected. Said written notification shall include confirmation that the developer has complied with any pre-construction notifications as may be required from any other agencies exercising jurisdiction over the construction of the improvements. Additionally, Developer shall also notify the Police Chief in writing 24 hours prior to the commencement of any improvements.

3. **Drainage Facilities.** Storm and surface waters shall be piped to drainage facilities in accordance with the drainage system shown on the approved plan and said installation shall meet the reasonable approval of the Borough Engineer.

4. **Fire Prevention Facilities and Hydrants.** Fire prevention facilities and hydrants shall be installed at the Developer's expense as set forth on the approved plan and, with such installation subject to the approval of the fire subcode official.

5. **Signage.** Unless heretofore approved as part of the development application, no signs shall be placed upon the construction site without the reasonable approval by the agency having jurisdiction.

6. **Blasting.** All blasting shall be performed only as necessary and in compliance with all regulatory requirements.

7. **Underground Installation of Utilities.** Unless otherwise set forth on the approved plan, all permanent utilities shall be installed underground.

8. **Grading, Surfacing and Paving.** Before grading of any roadway, driveway or parking area, the site shall be cleared of all debris, branches, matted leaves, mud and any other materials that would be regarded as unsuitable under sound construction practices. All roadways, parking areas and driveways shall be constructed in accordance with specific approval by the Borough Engineer.

9. **Snow Removal.** Intentionally deleted as this project will not involve the dedication of public roadways to the Borough.

10. **Monuments.** Developer agrees to install Surveyor's monuments in compliance with the State of New Jersey Map Filing Law.

11. **Site Lighting.** Developer agrees that lighting will be installed in accordance with the approved site plan on file with the approving authority in connection with the application for this development. Prior to the issuance of any certificates of occupancy, all applicable street lights shall be installed and operating.

12. **Duty to Provide Details to Plans.** In the event that the Borough Engineer reasonably requires further details of the approved plan, or of any proposed public or site improvement to be submitted and approved, the Developer shall furnish such details on written notice from the Borough Engineer within ten (10) working days, or such longer time as may be reasonably necessary based on the request from the Borough Engineer.

13. **As-built Drawings.** The Developer shall provide the Borough Engineer with "as-built" drawings, indicating the location and size of all sanitary sewer and storm drainage lines and structures, water lines, gas mains and any other buried utility, including all inverts, top of manholes, top of grates with dates, location and elevation of all retaining wall and grades or curbs, sidewalks, roadways, parking areas and waterways, if required by the Borough ordinance, prior to the release of any portion of the performance bond.

14. **Inspections.** The Borough contemplates inspections of all facilities required to be completed by the Developer hereunder. Prior to commencement of construction there may be required a preconstruction meeting. The Developer shall notify the Borough Engineer at least 24 hours prior to the commencement of construction of any such facilities. In the event of temporary suspension of construction, the Borough Engineer shall be notified 24 hours prior to the renewed starting date of construction. The Borough Engineer shall use his best efforts to have inspections completed in a timely manner so as to permit the Developer to proceed with construction in an orderly, safe, and expeditious manner. No backfilling after the installation of any curbing, drainage, utilities, or other improvements shall be done without the approval of the Borough Engineer.

15. **Inspection Fees.** An escrow amount shall be established to facilitate payment of engineering inspection fees in accordance with N.J.S.A. 40:55D-53.1. This account shall be initially funded to the Borough by the Developer prior to construction in the amount of \$29,694.98. An estimate of site improvement costs for the purpose of determining inspections fees is attached hereto as Exhibit C. Engineering inspections by the Borough Engineer shall be charged against this account at a rate prescribed by appropriate ordinance. The escrow account shall be replenished by the Developer in accordance with the Municipal Land Use Law which provides for a 25% initial escrow deposit. No construction permit or certificate of occupancy shall be issued until such deposit shall be made. In the event there is a portion of any amount unused, it shall be returned to the Developer upon approval of the Borough Council.

16. **Building and Engineering Permits.** The Building Department shall not issue building permits to the Developer until the Developer has obtained final approval from the approving authority and the Borough Engineer and all necessary permits have been issued.

Additionally, prior to the issuance of a construction permit, the Developer shall: (1) produce all bonds required under this Agreement, and (2) submit proof of posting of all required permits and approvals from all applicable governing agencies.

Prior to the commencement of work, the Developer shall secure at its own cost and expense all necessary permits required by any governmental authority having jurisdiction for the Project.

17. **Field Requirements.** This Agreement is subject to additional in-the-field directions and requirements by the Borough Engineer, in accordance with applicable codes, or when reasonably required by the Borough Engineer and applicable sub-code officials and Health Officer, as to all structures and work. All such direction and requirements shall be given in reasonable and timely fashion prior to commencing operations, or during or after operation where such direction and requirements are necessary to adequately insure that the improvements to be installed under this Agreement function properly and carry out all the purposes for which they are designed, in a good workmanlike manner consistent with sound engineering principles. The provisions of this paragraph will not be utilized to require unusual additional work or facilities beyond that which is necessary to adequately ensure that the facilities operate and function properly to carry out the purposes for which they were designed. Nothing herein shall be deemed to authorize by implication the disapproval of construction materials and methods that are permitted under law or the International Building Code, except if expressly provided to the contrary herein or except if other and different standards for specification are shown on the Site Plan or Subdivision (including site grading plans, profiles and detailed plans submitted with the approved Plan Specifications shown on the approved Plan shall in accordance with the standard road construction and sewer construction specifications of the Borough, a copy of each is on file and available for inspection, and shall govern and control).

18. **Reserved.**

19. **Safety and Stabilization Guarantee.** In accordance with N.J.S.A. 40:55D-53, and if required by Borough Ordinance, the Developer shall post a safety and stabilization guarantee in favor of the Borough.

20. **Performance Guaranty.**

(a) In compliance with any approval granted by Borough and prior to the performance of any work, the Developer agrees to submit to Borough Engineer for filing with the Borough Clerk a surety bond, an irrevocable letter of credit or such other performance guaranty satisfactory to the Borough Council and the Borough Attorney in a form approved by the Borough Attorney, in the amount specified in Exhibit B (which shall be 120% of the engineer's estimate) guaranteeing all workmanship, materials, and the installation, of the specified improvements and conditioned upon the performance of the terms and conditions of this Agreement. The performance bond or letter of credit shall guarantee performance to be completed in accordance with the Resolution of Approval. The Developer shall have the right to post separate bonds for the improvements on each subdivided lot.

(b) A reduction or release of the performance guaranty as hereinafter set forth, shall be in accordance with this Agreement and in accordance with the procedures established by the Municipal Land Use Law (N.J.S.A. 40:55D-53). However, no bond will be reduced nor released until "as-built" plans have been submitted, reviewed, and approved for the improvements.

21. **Maintenance Guaranty.** Developer agrees to provide the Borough with a maintenance bond or irrevocable letter of credit to run for a period of two (2) years from the date of completion and official acceptance for all improvements required by this Agreement and those improvements enumerated on Exhibit B. Said bond will be in the amount of fifteen (15%) percent of the costs of the improvements listed on Exhibit B and will be provided in the form satisfactory to the Borough Attorney. Said bond or irrevocable letter of credit shall assure the maintenance of said improvements and facilities by the Developer to keep the same in good working order during the two (2) year period. The Borough shall provide the Developer and the surety with thirty (30) days prior notice declaring Developer in default of the maintenance guaranty and in the event that Developer or surety fails or refuses to perform the necessary corrective work, then the Borough may claim payment under the maintenance guaranty for the cost of the work required. No provisions in this paragraph or in this Agreement, however, shall be construed to impose any duty of liability of maintenance, inspection or repair on the part of the Borough with respect to any private facilities or improvements, whether bonded hereunder or otherwise.

II

AGREEMENT AS TO WATER FACILITIES

22. The Developer shall install, at its sole cost and expense, a certain water distribution system as shown on the approved site plan.

23. A connection fee for water service as required by Borough ordinance shall be due and payable. 50% shall be payable upon issuance of construction permits and the remaining 50% prior to the issuance of a Certificate of Occupancy. The connection fee shall be based upon an 34,298 GPD water use divided by 300 GPD which is the allocation for each equivalent dwelling unit.

III

AGREEMENT AS TO SANITARY SEWER FACILITIES

24. The construction of the sanitary sewer facilities herein shall include all necessary stubs to service the development, as set forth on the Plans and Specifications, all to be done at the Developer's sole cost and expense and in accordance with the Borough Rules and Regulations.

25. All construction of sanitary sewer facilities set forth herein shall be in accordance with the Plans and Specifications above mentioned and as submitted and approved or to be approved by the Borough, and as directed, supervised and required by the Borough Engineer.

26. The sewer connection fee established by Ordinance shall be due and payable. 50% shall be paid upon issuance of construction permits and the remaining 50% prior to issuance of a Certificate of Occupancy. The connection fee shall be based upon a 10,500 GPD sewer usage divided by 300 GPD which is the allocation for each equivalent dwelling unit.

27. At such time as the Developer's sanitary sewer system or any portion thereof is operable or conveying sewerage flow to the Borough, all revenues, fees and other charges thereafter derived therefrom shall belong to the Borough.

IV AGREEMENT AS TO SOIL MOVEMENT

28. The Developer shall be permitted to remove soil from the site in accordance with the approved development plans.

29. Existing top soil shall be retained on the site, and shall not be removed while Developer is constructing the Project.

30. Soil movement activities shall be conducted in conformance with Chapter 160 of the Borough Code.

V GENERAL UTILITY REQUIREMENTS; WATER CONSERVATION PLAN

31. The Developer shall not be entitled to any contribution by the user or users of any water lines, sanitary sewer lines, facilities or appurtenances subsequently connected to any water lines, sanitary sewer lines, facilities or appurtenances installed by the Developer herein, arising out of the fact that the Developer herein has installed or paid for such water facilities or sanitary sewer facilities or has paid to the Borough fees.

32. The Developer shall prepare a water conservation plan for the hotel facility which may include an agreement with the operator that laundry be taken and cleaned off site and that all possible appropriate and practical water conservation plumbing and usage be installed along with investigation as to whether a grey water system is feasible.

VI BUILDINGS AND STRUCTURES

33. **Building and Structure Designs.** The design of any building or structure on the aforementioned lot of the Developer shall be substantially in accordance with the said approved plan and the evidence submitted to the Board.

34. **Site Plan Changes; Procedure.** Developer agrees that the completed buildings and structures and all improvements shall comply in all respects with submissions by the Developer to the approving authority, including but not necessarily limited to the subdivision and/or site plan submissions, architectural submissions, if any, and such other development submissions

made to the approving authority except as otherwise provided in this Agreement or except as the same may be modified by Resolution of Approval. The Borough Engineer shall have the authority to permit minor field adjustments and modifications in the installation of the improvements of buildings and structures as contemplated in the site plan where field conditions and good engineering practices permit. The Construction Official shall have the authority to approve changes in the building plan that do not affect, vary or contradict the site plan or the terms of this Agreement.

35. **Certificate of Occupancy; Breach of Agreement.** No Certificate of Occupancy shall be issued nor shall any security be fully released until (a) all of the improvements herein provided for necessary for the operation and occupancy of the Unit for which a Certificate of Occupancy is to be issued have been certified in writing by the Borough Engineer to have been completed in a good and workmanlike manner and in accordance with the approved plans; (b) "as built" plans have been submitted and approved for the work performed; (c) the sanitary facilities to serve the subject premises have been constructed in accordance with the plan submitted; (d) all material requirements of this Agreement, the approving authority and any other governmental agency have been met; and (e) all taxes have been paid which may be due on the property.

It is understood by the parties herein that the buildings and ancillary improvements of each lot will not be constructed at the same time. Notwithstanding anything set forth herein to the contrary, a Certificate of Occupancy for buildings and ancillary improvements on one of the subdivided lots is not contingent upon the issuance of a Certificate of Occupancy on the other lot.

In no case shall a Certificate of Occupancy be issued unless the provisions of this Agreement have been complied with. Without limitation upon any other remedy provided herein or by law, the Borough or the approving authority may order that no Certificate of Occupancy shall be issued until or unless any breach or default of this Agreement is cured, or that no further permit or Certificate shall be issued until such breach or default is cured. Such order shall be made in writing and shall be sent promptly to the Developer and shall specify the alleged breach or default complained of, so that the Developer will be apprised of what it is that is alleged to require curing.

VII GENERAL PROVISIONS

36. **Engineering Inspection Review and Legal Charges.** The engineering review, planning and legal costs incurred by the Borough and approving authority to the date of this Agreement or incurred under the performance of this Agreement, including but not limited to any enforcement proceedings, shall be reimbursed by the Developer pursuant to the provisions of Borough ordinances.

37. **Compliance with Resolutions of Approval.** Developer agrees to make provision for, implement and perform each of the conditions contained in the Resolution of Approval attached as Exhibit A

38. **County Planning.** Developer agrees that prior to commencement of any clearing or construction operation, it shall obtain Morris County Planning Board approval if required, and post with the County of Morris all the bonds and other performance guarantees required by the County of Morris, if any. Before issuance of the construction permit, Developer will submit evidence to the Borough Engineer of approval by the County authorities having jurisdiction over the plan and the drainage facilities, together with reasonable evidence of having met the requirements of all County agencies concerning the posting of a bond or other security.

39. **Transfers Not in the Ordinary Course.** It is agreed that any assignment or transfer or sale of the subject property, or any part thereof, shall not operate to relieve the Developer from its obligations hereunder to complete the construction of all the improvements required hereunder and to maintain the same for the two (2) year period of the maintenance bond, unless this Agreement is assigned with the express written consent of the Borough which will not be unreasonably withheld, nor will the same, without such consent, relieve the Developer from performing during said period all the obligations of this Agreement required to be performed during such period.

40. **Approvals by other Governmental Agencies.** It is agreed and understood that the Developer shall be responsible to secure at its own cost and expense any and all approvals required by state, county, federal, municipal, or other agencies having jurisdiction prior to commencement or construction or issuance of a Certificate of Occupancy.

41. **Compliance with Board of Health Requirements.** The lawful requirements of the Board of Health of the Borough will be complied with as to all matters within its jurisdiction.

42. **Effect of Plan Approval.** It is agreed that the granting of approval of the subdivision and/or site plan shall not be deemed as an approval of the applicant's building plans or as requiring issuance of a building permit, which are matters within the exclusive jurisdiction of the Construction Official.

43. **Limitation of On-Site Parking.** During construction, there will be no parking or storage of materials on-site that would prevent the reasonable access to the site as may be necessary by emergency vehicles of the Fire Department, Police Department, Emergency Squad or such other agencies as circumstances may require.

VIII LIMITATION OF MUNICIPAL LIABILITY

44. **Municipal Parties Not Liable to Third Persons.** The covenants, undertaking, agreements or other obligations mentioned in this Agreement shall not be construed as representations by the Borough, or by any Borough officer, board or employee to have or to assume any contractual or other liability to or with any persons, firms, or corporations dealing with the Developer or otherwise using or having an interest in the aforementioned premises, nor shall this Agreement be construed to work any liability on the Borough approving authority persons.

Nothing herein contained shall be construed to render the Borough or any of its officers, boards, or employees, liable for any charges, costs, or debts for material, labor, or other expenses incurred in the making of the improvements.

45. **Indemnification.** Developer shall be and remain liable for any and all damage or money loss occasioned to the Borough or the approving authority or their officers or agents by any neglect, wrongdoing, omission or commission of or by the Developer or by any person, firm or corporation acting for the developer arising from the making of the site improvements, from the performance of the terms hereof, from the granting of site plan approval, or from or out of this Agreement, and shall save, indemnify and hold harmless the Borough, its officers, agents, boards and employees; and the approving authority, its members, officer, agents and employees, from any and all actions at law or in equity, charges, debts, liens, encumbrances, costs, counsel fees, and engineer and surveying fees which may arise from any such damage or loss, from the making or the improvements, from the performance of the terms hereof from the granting of site plan

approval or from or out of this Agreement unless the Borough or its agents shall have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence which is actionable by law under N.J.S.A. 59:1-1 et seq. This indemnification shall not affect the Developer's right to proceed against any third parties.

IX OPERATIONS

46. **Operations Without Nuisance.** Developer agrees not to commit a public or private nuisance and further agrees to abate any such nuisance within five (5) days of written notice from the Borough. The Developer shall comply with the Borough noise control ordinances, Chapter 160, and any applicable ordinance regulating construction. Construction activity shall be limited to 8:00 a.m. to 8:00 p.m. Monday through Saturday. There shall be no construction on Sundays. Developer shall maintain personnel on site to whom incidents of noise disturbance shall be reported. Notwithstanding anything to the contrary herein, no provisions of this Agreement shall be deemed a waiver of any rights or powers of the Borough or any agency of the Borough under any statute, ordinance or other law.

47. **Abatement of Unsafe Conditions.** Developer shall correct and make safe any dangerous or unsafe condition created by the Developer or those acting for it, adversely affecting public safety or general welfare, or affecting the safety or welfare of other occupants of the Project as determined in the sole discretion of Borough Engineer or enforcement official.

48. **Preservation of Existing Trees.** Developer shall safeguard and preserve all trees on the site, except such as are located in the area of disturbance and except such trees as may be felled with the approval of the Borough or the approving authority. The specifics of removal and replacement of individual plantings will be determined in the field in consultation between and among the Developer's landscape architect, representatives of the Shade Tree Commission, and the arborist to be retained by the Developer in connection with the project.

49. **Insurance.** Developer shall maintain insurance covering its operations and those of its agents, subcontractors and employees, both on the site and off site, in a form and amount at least equal to that specified below:

Comprehensive
General Liability

Minimum Coverage

Bodily Injury and Property Damage
including Blanket Contractual Liability
for the assumption of all liability
pertaining to suit not caused by the
direct negligence of the Borough.

\$1,000,000.00

Comprehensive
Automobile Liability

Bodily Injury

Provide \$2,000,000.00 for each occurrence

Property Damage

Provide \$250,000.00 for property damage for each occurrence with no limitation on aggregate.

Umbrella Liability

Provide \$1,000,000.00 for each occurrence not to exceed \$1,000,000.00 in the aggregate.

Workman's Compensation and Employer's Liability to cover all contractor's employees in accordance with statutory requirements.

The insurance coverage required shall also include specifically that the Developer hereby assumes entire responsibility and liability for any damage or injury of any kind or nature to person whether employees or otherwise, and to property, real or personal, including adjoining property, caused by or resulting from the execution of the work occurring in connection therewith. In the event of loss, damage or injury, which may cause a claim to be filed, Developer shall submit to the Borough in writing, all particulars and details relating to the incident, including all subsequent related effects of such loss, damage or injury. Each incident shall be listed separately. The Certificate of Insurance must be referenced to this project. All insurance requirements shall be subject to the review of the Borough's insurance agent.

**X
EASEMENTS**

50. **Permanent Easements.** The Developer shall prepare restrictive deeds, deeds of dedication or easements, as the circumstances may require for all lands to be so restricted pursuant to the site plan approval. Said documents shall be satisfactory to the Borough Attorney as to form and content and shall be recorded at the cost and expense of the Developer

Cross easements and joint access agreements for access between the two lots shall be submitted to the Borough Engineer and Borough Attorney for review and shall be included in the subdivision deeds.

**XI
MISCELLANEOUS**

51. **Construction Plans.** Unless otherwise shown on approved plans, prior to commencement of construction the Developer shall submit to the Borough Engineer for approval construction plans showing proposed locations of portable bathrooms and construction equipment.

52. **Severability of Provisions.** If any paragraph, section, clause, sentence, provision or other part of this Agreement, or the application thereof to any person, firm or corporation, or its application to any facts or circumstances, shall for any reason be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs, sections, clauses, sentences, provisions, or other parts of this Agreement. The provisions of this contract are intended to be severable.

53. **Successors Bound.** This Agreement shall be binding upon the successors and assigns of the parties signing it. All successors shall be given a copy of this Developer's Agreement, provide the Borough with a corporate acknowledgment assuming all obligations hereunder, and reissue all bonds, security, or any other financial obligations set forth in this Agreement under the successor's name.

54. **No Waiver.** Nothing contained in this Agreement shall be deemed a waiver by any party of its rights under any ordinance or state statute or other law, or be construed as an abridgment, preemption or waiver of the powers of the Borough, approving authority, or any other agency or public body.

55. **Provisions Enforceable as Conditions.** Each of the provisions of this Agreement shall have the same force and effect as if set forth at length as conditions of the grant of site plan approval.

56. **Amendments in Writing.** This Agreement may be changed, modified, or amended only by a written instrument signed by the parties hereto or their successors.

57. **Recording.** This Agreement may be recorded in the discretion of the Borough. It is understood and agreed that the continuing easements and obligations contained in this Agreement may also be included in a Declaration of Covenants and Restrictions filed by the Developer in the Morris County Clerk's Office with such easements and obligations to run with the land.

58. **Deposits as Preconditions.** Building/construction permits or certificates of occupancy shall not be issued unless the deposits mentioned in this Agreement, or other necessary deposits, have been made.

59. **Filing of Agreement.** This Developer's Agreement shall be filed with the Borough Clerk.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as a sealed instrument the date and year first above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Mitchell Stern, Acting Clerk

By: _____
Tom Menard, Mayor

ATTEST:

HIGHVIEW COMMERCIAL, LLC

_____, Secretary

By: _____
John Abene, President

STATE OF NEW JERSEY
COUNTY OF

SS.:

I CERTIFY that on _____, 2022,

MITCHELL STERN

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Acting Clerk of the Borough of Mountain Lakes, the municipal corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the Mayor of the Borough of Mountain Lakes, a municipal corporation;

(c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its Council;

(d) this person knows the proper seal of the corporation which was affixed to this document;
and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
_____, 2022.

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on _____, 2022,
JOHN ABENE

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the secretary of Highview Commercial, LLC, the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document;
and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
_____, 2022.



**PRELIMINARY OPINION OF
PROBABLE FOX HILL ROAD CONSTRUCTION COST
FOR**

**Highview Commercial, LLC
Borough of Mountain Lakes**

9/10/2021

DECPC #: 2526-99-003

**Prepared by:
DYNAMIC ENGINEERING CONSULTANTS, P.C.
50 Park Place, Mezzanine Level, Newark, NJ 07102**

**Prepared By: HDS
Checked By: KO**

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
SITE WORK				
Concrete Curb	39	LF	\$13.00	\$507.00
Bituminous Pavement				
Surface Course I-5 (thickness)	2	IN		
Area Surface Course	1,737	SF		
Total Tons Surface Course	23	TN	\$76.00	\$1,748.00
Base Course I-2 (thickness)	11	IN		
Area Base Course	1,737	SF		
Total Tons Base Course	127	TN	\$68.00	\$8,636.00
DGA Subbase (thickness)	6	IN		
Area Subbase	1,737	SF		
Volume DGA Subbase	32	CY	\$32.00	\$1,024.00
1 1/2" Overlay only	980	SY	\$6.50	\$6,370.00
Milling	980	SY	\$2.50	\$2,450.32
4" Concrete Sidewalk	195	SF	\$3.00	\$585.00
6" Concrete sidewalk	148	SF	\$4.50	\$666.09
			Subtotal	\$21,986.41
STRIPING & SIGNAGE				
4" Wide Thermoplastic Striping	883	LF	\$0.50	\$441.50
24" Wide Thermoplastic Striping	42	LF	\$1.50	\$62.47
Painted Directional Arrows	4	EA	\$80.00	\$320.00
Painted Stop Bars	1	EA	\$80.00	\$80.00
			Subtotal	\$903.97
			TOTAL:	\$22,890.38

NOTE:

1.) This preliminary opinion of probable construction cost has been prepared based upon review of plans entitled Preliminary and Final Site Plan as prepared by Dynamic Engineering Consultants, P.C., dated 03/18/2010 Last revised 08/12/2021.

2.) The unit pricing included is appropriate and is based upon available pricing indices or this firms

historical experience in the general geographical area as a result of same, it is only approximate. For utilization as a budget estimate, same must be updated by current market conditions and other constructability factors.

3.) This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for pro forma or finance purposes.

4) This opinion of probable construction cost is for bonding purposes only.



PRELIMINARY OPINION OF
PROBABLE ONSITE WAWA CONSTRUCTION COST
FOR

Highview Commercial, LLC
Borough of Mountain Lakes

9/21/2021

DECPC #: 2526-99-003

Prepared by:
DYNAMIC ENGINEERING CONSULTANTS, P.C.
50 Park Place, Mezzanine Level, Newark, NJ 07102

Prepared By: ZJP
Checked By: KO

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
SITE WORK				
Concrete Curb	1,488	LF	\$13.00	\$19,344.00
Bituminous Pavement				
Surface Course I-5 (thickness)	2	IN		
Area Surface Course	36,953	SF		
Total Tons Surface Course	493	TN	\$76.00	\$37,392.00
Base Course I-2 (thickness)	4	IN		
Area Base Course	36,953	SF		
Total Tons Base Course	985	TN	\$68.00	\$66,980.00
DGA Subbase (thickness)	6	IN		
Area Subbase	36,953	SF		
Volume DGA Subbase	684	CY	\$32.00	\$21,888.00
Concrete Bollards	7	EA	\$360.00	\$2,520.00
Modular Block Wall (Exposed Face)	199	SF	\$32.00	\$6,356.06
Guide Rail (steel)	81	LF	\$44.00	\$3,564.00
4" Concrete Sidewalk	3,525	SF	\$3.00	\$10,575.78
6" Concrete Pad	15,484	SF	\$4.50	\$69,678.00
8" Concrete Pad	1,911	SF	\$5.50	\$10,509.46
4' High Galvanized Chain Link Fence	84	LF	\$14.50	\$1,218.00
Trash Enclosure	1	LS	\$3,600.00	\$3,600.00
ADA Detectable Warnings	27	SF	\$8.00	\$216.00
			Subtotal	\$253,841.30
STRIPING & SIGNAGE				
4" Wide Thermoplastic Striping	2,613	LF	\$0.50	\$1,306.69
Painted Directional Arrows	13	EA	\$80.00	\$1,040.00
Painted Stop Bars	5	EA	\$80.00	\$400.00
Painted ADA Striping & Handicap Symbols	2	LS	\$640.00	\$1,280.00
Handicap Parking Signs	2	EA	\$200.00	\$400.00
Traffic Control Signs	7	EA	\$160.00	\$1,120.00
			Subtotal	\$5,546.69
STORM DRAINAGE				
15" HDPE (0-8' deep)	586	LF	\$16.00	\$9,376.00
24" HDPE (0-8' deep)	18	LF	\$20.00	\$360.00
Class III				
15" RCP (0-8' deep)	165	LF	\$18.50	\$3,052.50

24" Flared End Section	1	EA	\$800.00	\$800.00
Manholes (0-8' deep)	4	EA	\$1,280.00	\$5,120.00
A Inlet OCS (0-8' deep)	1	EA	\$1,080.00	\$1,080.00
B Inlets (0-8' deep)	8	EA	\$1,240.00	\$9,920.00
6" PVC	176	LF	\$12.00	\$2,112.00
8" PVC	311	LF	\$20.00	\$6,212.50
Cleanout	10	EA	\$400.00	\$4,000.00

Subtotal	\$42,033.00
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WATER

On Site:

2" Water Service Line	283	LF	\$15.00	\$4,242.19
3/4" Water Service Line	94	LF	\$12.00	\$1,128.00

Subtotal	\$5,370.19
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SANITARY

On Site:

6" PVC (0-8' deep)	319	LF	\$17.00	\$5,423.00
4' Diameter Manhole (0-8' deep)	1	EA	\$1,440.00	\$1,440.00
Cleanout	4	EA	\$400.00	\$1,600.00
4' x 8' Grease Trap Interceptor (0-8' deep)	1	EA	\$3,360.00	\$3,360.00

Subtotal	\$11,823.00
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LANDSCAPING

Evergreen Tree, (6' - 7')	12	EA	\$144.00	\$1,728.00
Ornamental Tree (2" - 2 1/2" caliper)	7	EA	\$220.00	\$1,540.00
Deciduous Shrubs (18" - 24")	195	EA	\$36.00	\$7,020.00
Perennials	18	GAL	\$9.50	\$171.00
Ornamental Grasses	40	GAL	\$10.00	\$400.00

Subtotal	\$10,859.00
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LIGHTING

Single Pole Mounted Light	8	EA	\$2,200.00	\$17,600.00
Double Pole Mounted Light	1	EA	\$2,520.00	\$2,520.00

Subtotal	\$20,120.00
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TOTAL:	\$349,593.17
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NOTE:

1.) This preliminary opinion of probable construction cost has been prepared based upon review of plans entitled Preliminary and Final Site Plans as prepared by Dynamic Engineering Consultants, P.C., dated 03/18/2020 Last revised 08/12/21.

2.) The unit pricing included is appropriate and is based upon available pricing indices or this firms historical experience in the general geographical area as a result of same, it is only approximate. For utilization as a budget estimate, same must be updated by current market conditions and other constructability factors.

3.) This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for pro forma or finance purposes.

4) This opinion of probable construction cost is for bonding purposes only.



PRELIMINARY OPINION OF
PROBABLE ONSITE HOTEL CONSTRUCTION COST
FOR

Highview Commercial, LLC
Borough of Mountain Lakes

9/21/2021

DECPC #: 2526-99-003

Prepared by:
DYNAMIC ENGINEERING CONSULTANTS, P.C.
50 Park Place, Mezzanine Level, Newark, NJ 07102

Prepared By: ZJP
Checked By: KO

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
SITE WORK				
Concrete Curb	2,354	LF	\$13.00	\$30,602.00
Bituminous Pavement				
Surface Course I-5 (thickness)	2	IN		
Area Surface Course	40,302	SF		
Total Tons Surface Course	537	TN	\$76.00	\$40,812.00
Base Course I-2 (thickness)	4	IN		
Area Base Course	40,302	SF		
Total Tons Base Course	1,075	TN	\$68.00	\$73,032.00
DGA Subbase (thickness)	6	IN		
Area Subbase	40,302	SF		
Volume DGA Subbase	746	CY	\$32.00	\$23,872.00
Modular Block Wall (Exposed Face)	1,645	SF	\$32.00	\$52,640.00
Guide Rail (steel)	306	LF	\$44.00	\$13,464.00
4" Concrete Sidewalk	4,233	SF	\$3.00	\$12,699.00
6" Concrete Pad	345	SF	\$4.50	\$1,552.50
4' High Galvanized Chain Link Fence	411	LF	\$14.50	\$5,959.50
Trash Enclosure	1	LS	\$3,600.00	\$3,600.00
ADA Detectable Warnings	16	SF	\$8.00	\$128.00
			Subtotal	\$258,361.00
STRIPING & SIGNAGE				
4" Wide Thermoplastic Striping	4,467	LF	\$0.50	\$2,233.75
Painted Directional Arrows	12	EA	\$80.00	\$960.00
Painted Stop Bars	2	EA	\$80.00	\$160.00
Painted ADA Striping & Handicap Symbols	5	LS	\$640.00	\$3,200.00
Handicap Parking Signs	5	EA	\$200.00	\$1,000.00
Traffic Control Signs	2	EA	\$160.00	\$320.00
			Subtotal	\$7,873.75
STORM DRAINAGE				
15" HDPE (0-8' deep)	755	LF	\$16.00	\$12,080.00
18" HDPE (0-8' deep)	66	LF	\$17.00	\$1,122.00
15" Flared End Section	1	EA	\$500.00	\$500.00
A Inlet OCS (0-8' deep)	1	EA	\$1,080.00	\$1,080.00
B Inlets (0-8' deep)	2	EA	\$1,240.00	\$2,480.00
E Inlet (0-8' deep)	3	EA	\$1,280.00	\$3,840.00

12" PVC	128	LF	\$25.00	\$3,200.00
Cleanout	2	EA	\$400.00	\$800.00
			Subtotal	\$25,102.00

WATER

On Site:

4" DIP	362	LF	\$20.00	\$7,242.50
6" DIP	367	LF	\$22.50	\$8,254.69
			Subtotal	\$15,497.19

SANITARY

On Site:

6" PVC (0-8' deep)	500	LF	\$17.00	\$8,500.00
Cleanout	8	EA	\$400.00	\$3,200.00
4' x 8' Grease Trap Interceptor (0-8' deep)	1	EA	\$3,360.00	\$3,360.00
			Subtotal	\$15,060.00

LANDSCAPING

Evergreen Tree, (6' - 7')	20	EA	\$144.00	\$2,880.00
Ornamental Tree (2" - 2 1/2" caliper)	49	EA	\$220.00	\$10,780.00
Deciduous Shrubs (18" - 24")	644	EA	\$36.00	\$23,184.00
Perennials	213	GAL	\$9.50	\$2,023.50
Ornamental Grasses	62	GAL	\$10.00	\$620.00
			Subtotal	\$39,487.50

LIGHTING

Single Pole Mounted Light	12	EA	\$2,200.00	\$26,400.00
			Subtotal	\$26,400.00

TOTAL: \$387,781.44

NOTE:

1.) This preliminary opinion of probable construction cost has been prepared based upon review of plans entitled Preliminary and Final Site Plans as prepared by Dynamic Engineering Consultants, P.C., dated 03/18/2020 Last revised 08/12/21.

2.) The unit pricing included is appropriate and is based upon available pricing indices or this firms historical experience in the general geographical area as a result of same, it is only approximate. For utilization as a budget estimate, same must be updated by current market conditions and other constructability factors.

3.) This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for pro forma or finance purposes.

4) This opinion of probable construction cost is for bonding purposes only.

BOROUGH OF MOUNTAIN LAKES PLANNING BOARD

RESOLUTION

Application No. 20-273
372 Route 46 East
Block 2, Lots 2, 5 and 5.01
Business District (B) Zone

WHEREAS, Highview Commercial, LLC ("Applicant") has applied to the Planning Board of the Borough of Mountain Lakes (the "Board") for conditional use and major site plan approval, minor subdivision approval, with variance requests for front, rear, side and pervious buffer setbacks, front landscape area, parking stalls and signage on property located at 372 Route 46 East and designated Block 2, Lots 2, 5 and 5.01 on the Tax Map of the Borough of Mountain Lakes (the "Subject Property"); and

WHEREAS, the Board determined it had adequate and appropriate jurisdiction as required under not only the Municipal Land Use Law but specific directives of the New Jersey Department of Community Affairs Bureau of Local Government Services allowing for virtual meetings to be held with all participants appearing through virtual meetings; and,

WHEREAS, a virtual public hearing was commenced on December 17, 2020, and continued on January 26, 2021, February 18, 2021, March 18, 2021, April 15, 2021, May 20, 2021 and concluded on June 22, 2021, during which hearings the Board heard testimony from witnesses on behalf of Applicant, reviewed the materials submitted and the exhibits presented in the course of the hearing, heard argument from Applicant's attorney, comments from the Board's consultants, and gave members of the public an opportunity to be heard; and

WHEREAS, the Board has considered the Applicant's submissions as well as testimony, reports, exhibits, and other evidence presented by the Applicant's witnesses, the arguments of Applicant's counsel, the comments from the Board's consultants, and comments from members of the public.

NOW THEREFORE BE IT RESOLVED by the Planning Board of the Borough of Mountain Lakes that based upon the forgoing, the following findings of fact and conclusions of law are made:

1. Applicant is the Buyer of the Subject Property, located at 372 Route 46 East, designated as Block 2, Lots 2, 5 and 5.01 on the Tax Map of the Borough of Mountain Lakes. The Subject Property is located in the B Zone.

2. The Subject Property is a parcel of approximately 4.34 acres, currently developed with a 19,400 square foot banquet hall and a 1½ story single family dwelling. The remaining property consists of a paved parking lot.

3. At the December 17, 2020 hearing, the Board granted one check list "completeness" waiver, though deciding to require Applicant to furnish some of the information during the hearing. Prior to the continuation of the hearing, Applicant provided sufficient information, materials and revised plans to satisfy the Borough Engineer that the Application could be deemed "complete" and the hearing proceed.

4. John Veteri, attorney for the Applicant stated that the Application was for the property known as the Zeris site. Applicant proposes to subdivide the Subject Property, build a Wawa on one lot and a Hilton Hotel on the remainder.

5. Matthew Sharo, P.E. was qualified as an expert witness and sworn to provide testimony related to the Application.

6. Mr. Sharo testified in favor of Applicant's request for a waiver from Wetlands Delineation as the Subject Property contains no wetlands. Peter Black, environmental engineer for Mountain Lakes agreed with this conclusion. The Board voted to grant the waiver.

7. Mr. Sharo further testified that the Subject Property is subject to an easement providing driveway access to the adjacent Ringo Supply Company. He stated the easement will remain.

8. Applicant introduced A-1, a colorized Site Plan rendering dated October 29, 2020 showing a three story, 112 room Hilton hotel on the west side (the "Hilton") and a Wawa convenience store/food market, with a canopy over fueling dispensers on the east side (the "Wawa"), into evidence.

9. Mr. Sharo testified that the Subject Property will be subdivided into two parcels with the Hilton on one lot and the Wawa on the other. He stated there will be cross access and maintenance easements between the two properties.

10. Mr. Sharo testified that the Applicant proposed a new driveway in the middle of the site providing access to both parcels. He stated that currently the site can be accessed from both Route 46 and Fox Hill Road, but the Applicant stipulated to removing the ability to make a left turn from one of the Fox Hill Road exits in accordance with the request of the Borough Traffic Engineer.

11. Mr. Sharo further testified that the drive aisles meet Borough requirements.

12. Mr. Sharo next stated that there are forty-eight (48) parking spaces for the Wawa and one hundred twelve (112) parking spaces for the Hilton. The Hilton parking spaces do not meet the required width and require a variance. The Wawa parking spaces meet all applicable Borough requirements. He stated the Applicant proposes sidewalks along both Route 46 and Fox

Hill Road.

13. Mr. Sharo testified that the lighting for both the Wawa and the Hilton will be consistent, yet independently controlled.

14. Mr. Sharo pointed out that both the Hilton and Wawa have landscaping plans with low shrubs and ornamental trees. He stated that impervious coverage will be reduced, and Borough and state requirements related to stormwater management are satisfied.

15. Mr. Sharo stated hoods will be added to the stormwater inlets at the fueling station at the Wawa and are installed over the pipe which prevents contaminants from entering the water system. The basins will be cleaned periodically.

16. As regards signage issues, Hilton proposed two (2) signs totaling 101 square feet. The Wawa will post an identification sign five (5) feet off the Subject Property line along Route 46. The Wawa identification sign near Fox Hill Road will be twenty (20) feet from the Subject Property as per Borough code. The Wawa proposed to have a total of seven (7) signs totaling 378 square feet.

17. Applicant moved A-2, sign details dated October 29, 2020 into evidence.

18. Mr. Sharo testified regarding the Wawa floor plan. He stated the tower element of the building is thirty-three (33) feet high. The right side of the building faces the Hilton and the left side faces Fox Hill Road. The Wawa loading zone is on the west of the building. Four (4) types of deliveries are made: fresh produce and groceries (4-5 times per week), dairy (3 times per week), vendors (6 times per week) and fresh baked goods (7 times per week).

19. Wawa anticipates 10-12 employees per shift and three (3) shifts per day.

20. Mr. Sharo testified the Applicant is proposing to place an outdoor ice chest on the south side of the building. He stated there will be no public access to said ice chest.

21. Mr. Sharo next noted the Wawa will have a self-closing trash enclosure containing a compactor, recycling dumpster and a shed to hold supplies. He stated trash pickup will be three (3) times per week and cardboard pickup two (2) times per week.

22. The canopy originally proposed for the Wawa would have covered sixteen (16) fuel pumps and four (4) kiosks. Wawa will sell four (4) types of fuel with the fuel tanks located north of the canopy. There are two (2) 22,000-gallon fuel tanks and one (1) 20,000-gallon fuel tank for storage. He stated there are two (2) air stalls for car tires. He further stated that the EIS and Wellhead Protection plans were approved by the Borough Engineer.

23. The Board and its professionals asked questions of Mr. Sharo.

24. Mr. Ryden asked Mr. Sharo to provide testimony on the subdivision plan. Mr. Sharo testified the subdivision met ordinance requirements and the Applicant would comply with items 2-3 from Section B of Mr. Ryden's letter dated July 21, 2020.

25. David Novak, substitute Board Planner, asked whether the Applicant intended to install any electric vehicle charging stations. Mr. Sharo testified that the Applicant did not. Mr. Ryden further asked about generators. Mr. Sharo testified that Wawa does use a portable generator in case of emergencies.

26. Mr. Novak then asked whether the Applicant would be willing to remove three (3) parking spaces at the Wawa to improve impervious coverage. Mr. Sharo testified that the parking was based upon the experience at other Wawa locations and that in considering the parking of the entire Subject Property the Applicant meets the standards. Mr. Sharo testified regarding any sharing of spaces between the Wawa and the Hilton.

27. Mr. Novak asked about the need for nineteen (19) signs on the Wawa portion of the Subject Property. Mr. Sharo testified it was a function of visibility.

28. Peter Black, P.E., the Board's environmental engineer, asked about whether soil erosion permit had been obtained from the county. Mr. Sharo testified that no such permit was necessary for the Subject Property.

29. Mr. Ryden asked whether the project will be completed in phases. Mr. Sharo testified that this subject has not been discussed. Mr. Ryden expressed concerned with safety during construction and asked for certain stipulations regarding construction including trucking schedule and a trucking map related to the movement of soil.

30. The Board proceeded to ask several questions which were answered by Mr. Sharo. In response to these questions, Mr. Sharo testified Fox Hill Road would be widened and additional testimony would be presented on this. Mr. Sharo also testified regarding the safety measures taken for fuel supplies and what the procedure is if a tank spills or is overfilled. Mr. Sharo again testified regarding the stormwater management plan and the lack of a need for one on the Subject Property. Mr. Sharo testified that a ten (10) foot easement was proposed to accommodate widening Fox Hill Road. Mr. Sharo testified regarding the lighting of the Wawa sign, and the ability of patrons to walk between the Hilton and the Wawa.

31. The meeting was opened to members of the public. The public expressed concerned with the lighting from the signs, the safety of the fuel storage, the potential disruption of any wetlands on the Subject Property, the impervious coverage, pedestrian safety on the Subject Property, traffic patterns, sewage issues, vermin control and the overall issue with the amount of variances requested.

32. The Application was carried to the January 26, 2021 meeting.

33. At the continued hearing on January 26, 2021, the Applicant modified its application and presented a Site Plan Rendering dated January 26, 2021 introduced into evidence

as Exhibit A-3. The amended site plan added sidewalks on the west end of the Subject Property for pedestrian traffic. The sidewalk also created a link with the Hilton and relocated the sidewalk between the Wawa and the Hilton. The requested "No Left Turn" signage was added on the northern exit to Fox Hill Road. The evergreen shrubs on the Subject Property were replaced by evergreen trees and the Applicant added electric car charging stations to eight (8) parking spaces in the rear of the Subject Property.

34. Mr. Sharo continued his testimony and presented the Fox Hill Road Illuminated Monument Sign dated February 1, 2021 introduced as Exhibit A-4. The Applicant reduced the size of the sign to 7' 10" high and 10' 2" wide and stated that this is half the size previously proposed and smaller than the existing sign.

35. Mr. Sharo testified regarding a vernal pool created by standing water that can support some animal life. He noted this can be filled in, however, since there are no endangered species a 200-foot buffer is not required.

36. The Board then asked several additional questions of Mr. Sharo about backup generators and whether there was a separate alarm for fuel tanks. Mr. Sharo testified there is a separate alarm and battery backup, additionally tests are performed three (3) times a year on the fuel tank. Mr. Sharo stated there was a spill plan that could be shared with the Board if requested.

37. The Board indicated that if the Applicant plans to install electric vehicle charging stations, that they update their application to reflect this on the plans.

38. The Board asked about the easement for the widened road. Mr. Ryden explained that dedicating the area would affect the setbacks and it was of no difference to the Borough for an easement rather than a dedication. Applicant expressed a willingness to add trees to the easement area if desired. Mr. Sharo stated he would speak to the Applicant regarding dry wells for

roof runoff.

39. The meeting was then opened to the public. The public questioned a wide array of topics including the change to the size of the sign, the vernal pool, water runoff, fueling stations, the sidewalk changes, the addition of the “no left turn” onto Fox Hill Road, the impact of the Application on Lake Arrowhead and Rainbow Lake, and whether the Applicant would be willing to purchase the empty lot across the highway. Mr. Sharo addressed many of these concerns raised by the public and concluded his testimony.

40. Nick Verderese, licensed traffic engineer, was sworn in to testify for the Applicant regarding traffic.

41. Mr. Verderese began his testimony by referencing A-3. He stated his firm did a traffic study for the Subject Property last revised August 30, 2019 and the study was submitted to both the Board and NJDOT. Mr. Verderese discussed his findings that peak hours were 7:45 AM and 4:45 PM during the week and 11:30 AM on Saturday. He testified they were charged with determining how much traffic the Application would produce and did not credit the traffic related to the current use of the Subject Property.

42. Mr. Verderese further testified that the Applicant has obtained draft permits from NJDOT, and the only open requirements are Site Plan Approval and approval of the street intersection plan. Applicant plans to widen the shoulder from seven (7) feet to twelve (12) feet and will install a new traffic signal along with other related repairs including a new lane on Fox Hill Road. Mr. Verderese testified that truck traffic was accounted for in the plans.

43. Mr. Verderese testified that Applicant expects 60% of traffic to enter from Route 46 west, 25-30% from the east and 15% from the south. Wawa will generate, according to the study he performed for the Applicant, 80%+ of the traffic on the Subject Property. He testified that

during early morning peak there will be approximately forty (40) cars per hour. He discussed the lighting and signage related to traffic and expressed his expert opinion that the traffic plan was consistent with all NJDOT standards.

44. The Board then questions Mr. Verderese on a variety of matters. The Board asked for clarification on the signal adjustments and timing adjustments. The Board asked whether the Applicant would consider changing the north side entrance to entrance only while leaving two-way traffic at the south entrance. The Board asked whether new signage would go on the poles and whether Applicant could confirm the signals would function properly. The Board asked whether the Applicant would be paving all of Fox Hill Road to which the Applicant noted it would only be paving the disturbed area.

45. The Application was carried to the February 18, 2021 meeting.

46. At the continued hearing on February 18, 2021, the Applicant recalled Mr. Sharo to answer questions raised by the public at the previous hearing. Mr. Sharo testified that the Applicant has no plans to change its request to install eight (8) fuel pumps with each having two (2) fueling positions. He reaffirmed the environmental standards have been met and noted Wawa's inspection policy to prevent spills.

47. Mr. Sharo then presented Exhibit A-5 dated February 17, 2021 showing new elevations of the Wawa. He noted the major change was that building would now be brick. He presented Exhibit A-6 which was the canopy elevation and trash enclosure renderings.

48. Mr. Verderese was recalled to testify regarding changes Applicant made to the traffic study. He testified that the Applicant will be modifying the north entrance to be ingress only.

49. The Board asked several questions of both Mr. Sharo and Mr. Verderese. The

Board again questioned why Wawa wanted sixteen (16) fuel pumps and Mr. Verderese explained the rationale behind it. The Board asked questions related to the stormwater plan and water usage on the Subject Property. The Board stated the Applicant would need a water works permit from DEP. Mr. Sharo testified he disagreed with this conclusion. The Applicant noted it would place either the previously proposed finish or brick as the façade depending on the choice and preference of the Board. Mr. Vederese explained the rational for 16 fueling stations.

50. The meeting was then opened to the public. The public asked questions regarding the traffic pattern for the northern driveway, issues related to traffic on the Subject Property, the number of gas pumps for the Wawa, potential environmental issues, and real estate abatements.

51. The Application was carried to the March 18, 2021 meeting.

52. At the continued hearing on March 18, 2021, Applicant noted that its "Potable Water Report" had been sent to the Board. Applicant noted it received a letter from the Denville Engineer requesting an additional water quality unit and will consider the request. Applicant noted it would present testimony at this meeting testimony related to the Hilton.

53. Mr. Thomas Dever, architect for the Hilton site, was sworn to testify and his credentials were accepted by the Board.

54. Mr. Dever testified to an overview of the Hilton plans. He stated there will be 112 rooms in a three (3) story building containing a lobby/gathering area, business center, small area for coffee, a buffet area, an indoor pool, an exercise room, laundry, and offices all on the first floor. There will be two (2) outdoor patios located in both the front and back. The façade will be stone. The top two (2) floors of the Hilton will be guest rooms and the entire 65,516 square foot building will be pet friendly. Mr. Dever stated there will be an outdoor dog walk, but its location has not been chosen.

55. Mr. Dever testified that the Hilton will contain a 15' X 30' indoor saltwater pool filled by a truck. He stated laundry will be done on site and they expect fifteen (15) to twenty (20) loads a day or approximately one hundred twenty (120) loads per week.

56. Mr. Dever further testified the Hilton will have a dry goods market for the guests and the Applicant plans to obtain a liquor license to serve guests.

57. Mr. Dever testified there are a mix of room types. Each guest room will have a kitchenette with dishwasher and microwave, but no oven or cook top.

58. Mr. Dever testified there is a glass beacon in the center of the building that is 39' 11 7/8" tall, a 5.33 square foot sign at the entrance to indicate the hotel driveway and a sign on the third floor that is 95.66 square feet. He stated that the Applicant is requesting a variance for 100.99 square feet of signage for the Hilton where only forty (40) square feet is allowed. The signs cover 3.5% of the building façade and face Route 46.

59. Mr. Dever testified that there will be two (2) electric car charging stations which will accommodate all brands except Tesla. The Applicant intends to use white TPO roofing and LED lighting.

60. Mr. Dever testified that the Hilton will have two (2) elevators.

61. The Board then questioned Mr. Dever regarding his testimony. The Board noted that a variance would be needed for the wall sign to be mounted at a height of thirty-one (31) feet. Concerns were expressed regarding the water calculations for the Hilton and the Wawa, and it was noted the Applicant would need final approval from the DEP on the matter. The Board additionally asked questions about stormwater management, the chemicals for the Hilton pool, the lighting of the signage, and the inclusion of a generator on the Subject Property,

62. The meeting was opened to the public who asked questions regarding a variety of

topics, including potential sound proofing of Hilton guest rooms; water usage; deliveries; whether solar energy may be utilized; garbage and recycling; landscaping and potential variances.

63. The Application was carried to the April 15, 2021 meeting.

64. At the April 15, 2021 meeting, John DeLaney, Esq. entered an appearance as an objector attorney representing Ms. Ellison.

65. The Applicant presented Ms. Christine Nazzaro Cofone, licensed planner, to present testimony in this matter. The Board accepted her credentials and she was sworn in.

66. Ms. Cofone testified that the Hilton and Wawa were permitted as conditional uses in the B-Zone. She further testified the Applicant needs ten (10) variances for the Wawa including five (5) for the physical site and others for the internal lot line. She stated a 2.5 feet pervious buffer was required along the rear and side setback lines. She testified Applicant need a front yard setback for the required ten (10) feet landscaping buffer along the right of way and there is a small section at 0 feet. She stated that underground fuel tanks and the air pumps do not meet the fifty (50) feet front yard setback, the trash enclosure was at 11.1 feet along an irregular rear property line and did not meet the required twenty (20) feet setback.

67. Ms. Cofone further testified the canopy was twenty-five (25) feet tall whereas only twenty (20) feet was permitted, and a variance would be required.

68. Ms. Cofone testified that impervious lot coverage cannot exceed 80%, however, the Wawa was over at 83.2%, but when the two sites are combined as the Applicant submitted the coverage is 76.4%, in that instance no variance would be required.

69. Ms. Cofone testified regarding the sign variances sought that included: number of signs, and height of signs, and exceeding the total area of signage. She also testified regarding a variance related to setback of the Route 46 sign and the multicolored bulbs needed for gas pricing.

70. Ms. Cofone further testified regarding variances on the Hilton portion of the Subject Property which requires eight (8) variances. She addressed all variances related to parking, setbacks, parking stall size, and signage.

71. Ms. Cofone testified that all the variances requested for the Wawa and the Hilton are bulk variances evaluated under either the C-1 or C-2 criteria. Regarding the C-1 criteria, she testified to several unique conditions of the Subject Property as to which the variances would qualify. She testified that the Applicant has a forty (40) foot setback from the front property line due to the right of way for Route 46. She stated the internal lot line causes a lot of the variances needed, an already occurring condition of the Subject Property. Additionally, the 2013 Master Plan encourages redevelopment of the Route 46 corridor and suggests providing a more coordinated and flexible approach to development to make the area more visually attractive. Ms. Cofone stated the cross-access easements would be a benefit and consistent with the Master Plan. She further testified as to why the C-2 criteria was met and provided the positive and negative criteria for meeting the variances. Ms. Cofone provided support for the positive criteria and cited some of the goals of Municipal Land Use Law furthered by the Application. Ms. Cofone testified it was her opinion that the Application thrives on pass by traffic. Additionally, she stated, the Master Plan encourages both the redevelopment of the Route 46 corridor and greater flexibility in the design standards. The cross-access easements support the efficient use of the land as cited under the law.

72. Ms. Cofone testified that in her expert opinion there was no substantial detriment to the zoning plan or public good if the Board were to grant the requested variance relief. She stated her reasons for this including the applicability of current zoning ordinances and the Master Plan.

73. The Board then asked questions and made comments regarding the testimony of

Ms. Cofone. The questions focused on: signage, air pumps, charging stations, generators, lighting, the number of variances requested, the environmental impact of the gas station and the hours of operations of the Wawa.

74. Applicant at this time reminded the Board of the Well Head Protection Report and the Environmental Impact Statement.

75. The meeting was opened to the public.

76. The public asked questions and made comments to whether the Application could be made fully conforming, environmental issues, parking, signage, air pumps, landscaping, lighting, impervious coverage, variances, the charging stations, and fencing.

77. An objector, Ms. Ellison, additionally put forward a licensed Planner, Michael Pessolano, to testify regarding the Application. He testified given the number of variances it was improper to apply the C-1 standard in his opinion. He further testified that it was his expert opinion given the totality of the circumstances the Board should deny the Application.

78. The Board asked several questions of Mr. Pessolano and the public was also invited to question Mr. Pessolano.

79. The Application was carried to the May 20, 2021 Board meeting.

80. At the May 20, 2021 hearing, following conclusion of all direct testimony by the Applicant, the meeting was opened to the public for sworn testimony by attendees. Approximately 35 people appeared at the Zoom hearing and testified. Testimony focused primarily on general environmental issues and impacts the site might have on the lakes in the surrounding area, the Master Plan for the Borough, the impact this highway commercial development would have upon neighborhood aesthetics, hours of operation, the belief that the Wawa facility was larger than necessary on the site, and the impact the development would have upon neighborhood aesthetics.

81. The following reports were issued by Board professionals and are made part of this Resolution as Appendixes A, B, C and D.

- a) Engineer's Report: July 21, 2020 and June 7, 2021.
- b) Planner's Report: August 19, 2020, September 18, 2020, October 16, 2020 and June 9, 2021.
- c) Environmental Consultant's Report: September 3, 2020, October 27, 2020 and June 9, 2021.
- d) Traffic Expert: July 8, 2020, October 16, 2020, November 12, 2020 and May 26, 2020.

The following 17 variances were specifically requested by the Applicant as part of the hearing. As noted in testimony, a number of them were ultimately modified so that the following were the actual variances sought by the time of the conclusion of the hearing.

Variance List (Hotel)	
1.	<i>§245 Attachment #2: Parking must be set back 10 feet from the front property line.</i>
-	Variance – Parking setback 6.6 feet from the front property line.
2.	<i>§245 Attachment #2: Parking must be set back 5 feet from the side property line.</i>
-	Variance – Parking setback 2.5 feet from the side property line.
3.	<i>§245-20.h: The first 2.5 feet from the rear and side property lines shall consist of pervious natural landscape.</i>
-	Variance – 0 feet proposed at side property line cross access driveways.
4.	<i>§245 Attachment #1: Front yards in the B Zone must provide a landscaped area of not less than 10 feet depth along the right-of-way, except for driveways.</i>
-	Variance – 2.5' proposed.
5.	<i>§245-15.1.4: Parking stalls are to be a minimum of 10'x18' in size.</i>
-	Variance – 9 foot wide stalls proposed.
6.	<i>§245-17.D.2.c.1: No sign of any kind shall exceed 18 feet in height above finished grade.</i>
-	Variance – Top of building mounted sign 35.75 feet above finished grade.

Variance List (Wawa)	
1.	<i>§245-20.h: The first 2.5 feet from the rear and side property lines shall consist of pervious natural landscape.</i>
-	Variance – 0 feet proposed at side property line cross access driveways.
2.	<i>§245 Attachment #1: Front yards in the B Zone must provide a landscaped area of not less than 10 feet depth along the right-of-way, except for driveways.</i>
-	Variance – 0 feet proposed.

3.	<i>§245-15.k.5: Accessory structures shall meet the setback requirements of all principal structures.</i> - Variance – The proposed underground fuel tanks and air pumps encroach within the 50 foot front yard setback and the trash compound encroaches within the 20 foot rear yard setback.
4.	<i>§245 Attachment #1: Accessory structures in the B zone shall be no taller than 20 feet in height.</i> - Variance – The proposed Gasoline canopy is just over 20 feet tall.
5.	<i>§245-17.D.2.a.2: The number of identification and business signs permitted within the B zone is limited to a combination of two of the following: one wall sign, one freestanding sign and one projecting sign.</i> - Variance – 5 total signs proposed.
6.	<i>§245-17.D.2.c.1: Two signs, aggregating not more than 40 square feet in area shall be permitted in the B zone.</i> - Variance – 206.01SF in total signage area proposed.
7.	<i>§245-17.D.2.c.1: No sign of any kind shall exceed 18 feet in height above finished grade.</i> - Variance – Route 46 Freestanding sign is proposed to be 18 feet tall, wall signs are proposed to be 21 feet tall.
8.	<i>§245-17.D.1.g: No sign shall be any closer than 10 feet from the front lot line or to any residence lot line.</i> - Variance – 5 feet proposed for the Route 46 Freestanding sign.
9.	<i>§245-17.D.2.a.5: Signs shall only be illuminated by white lighting.</i> - Variance – Freestanding signs are to be illuminated by multicolored bulbs.
10.	<i>§245 Attachment #1: The maximum allowable improved area in the B zone is 80%.</i> - Variance – 83.2% improved lot area proposed.
11.	<i>§245-15.k.5: Accessory setback side and rear of 20feet .</i> - Variance for electric car charging stations, eight (8) locations less than required 20 feet.

82. The Board hereby makes the following conclusions of law based upon the foregoing findings of fact. The application pending before the Board is a request for conditional use approval along with preliminary and final major site plan approval, minor subdivision approval and numerous variances as the table located above and specifically contained in paragraph 81 indicates.

83. In reviewing the application, plans and testimony, the Board concludes the Applicant has met the minimum requirements of the Municipal Land Use Law, Case Law and Borough Ordinances to a sufficient degree so as to enable the Board to grant conditional use approval for the proposed activities along with preliminary and final site plan approval and minor subdivision approval. In arriving at this conclusion, the Board states that the Applicant throughout the hearing process continuously cooperated with the Board and its professionals in response to

suggestions which were made.

84. In reviewing the conditional use request along with site plan and subdivision, the Board concludes that the design of the site clearly took its direction from the Ordinances to render properties that could stand on their own as being developed. This design standard resulted in the need for numerous variances which are enumerated above and discussed below and result from the fact that the two (2) lots are being created and that, therefore, side yard and front yard requirements cannot be met on the lots individually therein requiring numerous variances. Further, in reviewing the site plan the Board concludes that the traffic reports as offered by the Applicant and reviewed by the Board's professionals met the standards and were generally, even when addressing parking, considered conservative analysis.

85. That having been said, however, the Board also noted in its deliberations and ultimate conclusions that the site was being somewhat overbuilt and that limiting the WAWA to six (6) pumps with 12 filling locations was more appropriate than the eight (8) pumps with 16 filling locations originally submitted. The Board concludes there was no real need for this intensity level and that by eliminating four (4) pumps, the canopy can be reduced and overall impact of the site on surrounding properties lessened. The Board also concludes the site will function appropriately provided the Applicant adheres to the specific recommendations, conditions and conclusions being reached in this Resolution. The Board also concludes that the signs and lighting now being offered on the site are adequate and better comply with development in this area.

86. Next, in addressing the variance relief, the Board determines that the relief being sought was pursuant to N.J.S.A. 40:55D-70c (1) and (2). The variances for developments such as this should be evaluated holistically since it is the entire site, which is being designed and, therefore, the Board first determines this is a particular and specific piece of property that is a

corner lot on Route 46 which is a heavily traveled state highway. The Applicant proposed a subdivision to allow the separation of the two (2) uses being created to be served by a common drive. The Board finds this to be an indication of appropriate and sound planning.

87. The Board also notes that this application satisfies a number of purposes contained in N.J.S.A. 40:55D-2 and concludes that the following specifically apply: c) to provide adequate light, air and open space; d) to ensure the development of individual municipalities does not conflict with the development and general welfare of adjoining municipalities; g) providing sufficient space in appropriate locations for a variety of uses; and n) promoting utilization of renewable energy resources. The Board finds these all represent beneficial activities wherein the benefits of the deviation substantially outweigh any detriments.

88. The Board concludes that the above constitute an adequate and rational basis to determine the affirmative criteria is satisfied.

89. The Board also concludes that the proposed development will not negatively impact the public good nor the zone plan or zone scheme of the area. Numerous statements were made by members of the public during the hearings; however, the Board determines that adequate and appropriate safeguards have been taken by the Applicant on its own and as a result of advice from the Board's professionals and Board members to ensure the public good will not be negatively impacted by redevelopment of this site.

90. Further, the Board notes that the proposed development plan is consistent with the Ordinance enacted by the governing body and that, therefore, while site plan variances are sought, these did not run afoul of the zone plan and zone scheme.

91. Based upon all of the foregoing, the Board determined that, with appropriate conditions, conditional use approval, major site plan approval, minor subdivision approval, and

variances for front, rear, side and pervious buffer setbacks, front landscape area, parking stalls and signage can be granted and that the variances and design waivers sought may be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the Zone Plan and Zoning Ordinance.

BE IT FURTHER RESOLVED by the Planning Board of the Borough of Mountain Lakes that the Application of Highview Commercial LLC for conditional use approval, major site plan approval, minor subdivision approval as depicted on the Site Plans submitted to the Board at the January 26, 2021 meeting and as amended together with variances and waivers all with respect to property located at 372 Route 46 East and designated Block 2, Lots 2, 5 and 5.01 on the Tax Map of the Borough of Mountain Lakes, be and hereby are approved and granted as detailed in this Resolution, subject to the following conditions:

General Conditions

1. Applicant shall obtain all other necessary permits and approvals with respect to the project which may be required from any Board, body or agency, whether municipal, county, state or federal.
2. Development shall take place in accordance with the plans submitted and approved and updated to comply with the conditions of this Resolution.
3. All taxes and municipal charges, fees and escrows shall be paid by Applicant and shall be kept current. Applicant shall also provide any necessary inspection fee or other fees in connection with construction of the project.
4. The Applicant shall provide an updated set of architectural and engineering drawings including the latest sign details, building finishes, product boards and the like for inclusion and reference with the final approved sign site plans said materials to be kept on file in

the Borough. Further, no substitution of materials without the expressed written approval of the Borough Engineer shall be made.

5. The Applicant shall establish a phasing plan for completion of all site improvements subject to review and approval of the Borough Engineer.

6. Final site plan drawings incorporating all required and agreed to changes shall be submitted for complete and review and approval by the Borough Engineer.

7. The Applicant shall provide signage to prohibit cut thru traffic to Fox Hill Road subject to review and approval of the Borough Engineer.

8. The Wawa store and Hilton shall have white colored roofs.

9. Any plantings that can take place on the Route 46 median shall be subject to approval, if allowed, by the NJDOT and final review and approval by the Borough Engineer.

10. All existing water services shall be decommissioned in accordance with Water Department requirements.

11. Any metering requirements for the building shall be determined by the Water Department.

12. Construction and completion of the project, as well as operation of the site, shall be consistent with the representations made before this Board by the Applicant during the course of the public hearings and the same are incorporated herein and in accordance with the findings and conclusions and are representations upon which this Board has relied in granting the approval set forth in this Resolution and the conditions of approval set forth herein.

13. Work hours for site improvements and exterior building improvements shall be limited from 8:00 a.m. to 8:00 p.m., Monday through Saturday. No work shall take place on Sundays and shall be in accordance with Mountain Lakes Ordinances. The Applicant shall

maintain personnel on site to whom incidents of noise disturbance shall be reported and said personnel shall be authorized to take measures to minimize said disturbances.

14. Violations of any of these construction mitigation measures shall result in a stop work order, which order shall remain in full force and effect until the condition is remedied to the satisfaction of the Borough Engineer.

15. The Applicant shall provide a soil movement plan including schedule of operations, trucking plan, clean fill certification subject to review and approval of the Borough Engineer.

16. The Applicant shall establish protocols for on-site processing of hazardous materials subject to the review and approval of the Borough Engineer.

17. The Applicant shall provide a plan to the Borough Engineer depicting how construction of the buildings within the confines of the site shall take place, accommodating: soil stockpile, building materials, construction trailer(s), and contractors employee parking, and the like.

18. Applicant shall revise the plans to show electric charging stations and associated equipment subject to review and approval of the Borough Engineer.

19. The Applicant shall provide an updated landscaping plan showing additional trees and shrubs along Fox Hill Road as discussed at the hearing along the southerly boundary of the site subject to final review and approval of the Borough Engineer.

20. The landscape plan shall be subject to a two (2) year landscaper's guarantee which shall insure the replacement of any diseased or dead landscaping material within two (2) years of the date of planting.

21. The Applicant shall provide additional stormwater facilities including infiltrations, swales, MTD's, drywells, details for a potential rain garden with 6-inch PVC underdrain (subject

to subsurface testing results) which shall be subject to review and approval of the Borough Engineer and subject to final complete testing review.

22. The Applicant shall provide annual stormwater maintenance report which shall be subject to review and approval of the Borough's stormwater coordinator.

23. The Applicant shall submit a detailed maintenance plan for the site's stormwater system which shall be subject to the review and approval of the Borough Engineer and/or stormwater coordinator.

24. The Applicant shall provide, if deemed necessary by the Borough Engineer, 2-, 10- and 100-year storm calculations to demonstrate conditions on site are improved over the existing conditions.

25. The free-standing sign on Route 46 shall be a combined sign for both the hotel and the WAWA subject to the review and approval of the Borough Engineer.

26. The entire width of Fox Hill Road shall be paved, for the limits of the proposed modifications.

27. As-Built drawings of the completed site showing all site features including building footprints, curbing, drainage system with inverts, sidewalks, etc., shall be provided prior to issuance of the Certificate of Occupancy.

28. The Applicant shall incorporate the ADS FlexStorm Inlet Filters and Hydro International First Defense High-Capacity Water Quality Inlet Units into the project as shown on the drainage exhibit subject to review and approval of the Borough Engineer.

29. All site improvements, excluding landscaping if between November 1 and March 30th, shall be installed prior to the issuance of any certificate of occupancy.

30. Applicant shall provide a recycling plan pursuant to Ordinance 295-7 subject to the

final review and approval of the Borough Engineer.

31. Demolition materials shall be reutilized to the greatest extent practical with all recycling slips forwarded to the Borough's Recycling Coordinator.

32. At a minimum building materials shall be uniformly consistent between the gas station, hotel, signage and canopy.

33. No garbage pickup shall take place after 9:00 p.m.

34. Nothing shall be permitted to be attached to either the exterior of the buildings or in any windows, other than what is specifically approved by this Resolution.

Subdivision Conditions

35. Applicant shall provide a 10-foot-wide Roadway Easement dedication along Fox Hill Road subject to review and approval of the Borough Engineer and Borough Attorney.

36. Applicant shall provide Deeds for review by the Borough Engineer and Board Attorney with lot numbers to be inserted which are approved by the Tax Assessor. All monuments for the outbound tract limits shall be set subject to the review and approval of the Borough Engineer.

37. The Subdivision Deeds shall provide for appropriate Cross-Easements and Joint Access Agreements for access between the two (2) lots subject to review and approval of the Borough Engineer and Borough Attorney.

WAWA Conditions

38. The Applicant shall install not less than two (2) electric charging stations but not more than eight (8) universal electric charging stations on the WAWA site which may include charging stations for TESLA vehicles subject to final review and approval of the Borough Engineer.

39. The canopy roof shall be changed to be a gable roof with a maximum height of 20.67 feet.

40. Fueling stations on-site shall be reduced from eight (8) pumps and 16 stations to six (6) pumps and 12 stations with a similar reduction in canopy size, impervious coverage if possible, and other requirements and the movement of the fueling area further away from Fox Hill Road and Route 46 subject to final review and approval of the Borough Engineer.

41. The Applicant shall submit a fuel spill response protocol and procedures, submit copies of ongoing inspections on a six (6) month basis to the Borough and subject to final review and approval of the Borough Engineer.

42. The "Potential Perforated HDPE Pipe Roof Infiltration Basin" (subject to subsurface testing results) for the WAWA roof shall be subject to further evaluation by the Borough Engineer based upon complete testing results.

Hilton Conditions

43. Two (2) additional electric vehicle charging stations and associated signage shall be installed on the hotel lot subject to review and approval of the Borough Engineer.

44. Applicant shall provide details for the hotel emergency generator including size, location, fuel type, power rating and sound attenuation measures.

45. Applicant shall establish specific sign illumination levels and dimming controls to dim at 11:00 p.m. including hotel beacon and shall be subject to final review and approval of the Borough Engineer. Further, the Applicant shall take all steps deemed necessary and appropriate by the Borough Engineer following a field measurement of lighting levels after a final Certificate of Occupancy has been issued.

46. Where feasible drainage from the roof of the hotel shall be integrated into the overall stormwater system as deemed appropriate by the Borough Engineer.

Additional Conditions

47. Applicant shall grant Title 39 jurisdiction, if requested, to the municipality.
48. Applicant shall enter into a Developer's Agreement for the construction of all public improvements with the municipality which shall be subject to final review and approval by the Borough Engineer, Borough Attorney and Governing Body.
49. Prior to the issuance of any construction permit or the start of any site work, the applicant shall file with the Borough Engineer an affidavit verifying that the applicant is in receipt of all necessary agency approvals other than the municipal agency having land use jurisdiction over the development and shall supply a copy of any approvals received.
50. Prior to construction, including site work activity, a preconstruction meeting shall be required, and include the Borough's representatives, the Applicant and its engineers and contractors. Prior to said meeting, the Applicant shall have posted inspections fees in the amount of five (5) percent of the estimated cost of all public improvements, as prepared by the Developer's Engineer and approved by the Borough Engineer and in accordance with N.J.S.A. 40: 55D-53.4.
51. All non-disturbed areas on site shall be demarcated by snow/silt fence during construction and the snow/silt fence shall be installed on site prior to any construction activity including site work. A violation of the non-disturbed areas shall result in a stop-work order for that area affected by the violation, as determined by the Borough Engineer; and said stop-work order shall remain in full force and effect until the violation is corrected and any damage created by the violation is restored to the original state.
52. The Board strongly recommends to the governing body as part of a Developer's

Agreement that laundry for the hotel facility be taken and cleaned off-site and that all possible appropriate and practical water conservation plumbing, and usage be installed along with investigation as to whether a grey water system is possible.

53. A DEP Water Works permit must be obtained by the Applicant.

54. The Developer shall furnish a Performance Guarantee in favor of the Borough of Mountain Lakes in an amount equal to 120% of the cost of the installation of public improvements including streets, grading, pavement, gutters, curbs, sidewalks, street trees, surveyor's monuments, water mains, culverts, storm sewers, sanitary sewers, drainage structures, erosion control and sedimentation control devices, and other on-site improvements deemed necessary by the Borough Engineer. The cost estimate shall be determined and approved by the Borough Engineer based on an estimate provided by the Applicant which shall include a quantity take-off of the items. The Performance Guarantee shall be posted prior to commencement of construction.

55. The Developer shall post a Maintenance Bond in an amount equal to fifteen (15) percent of the estimated cost of improvements for a period of two (2) years upon acceptance by the Borough of Mountain Lakes of any public improvements.

56. The Developer shall complete the installation of all public improvements no later than that stipulated in the Developer's Agreement with the Governing Body. The time for completion of the public improvements may be extended by the mayor and governing body by resolution for just cause shown by the Developer.

57. Morris County Planning Board approval to be obtained by the Applicant.

58. The Applicant will need to obtain soil erosion control certification from the Borough and a 5G3 RFA permit from Morris County SCD prior to the commencement of any site disturbance.

59. NJDEP Treatment Works Approval (TWA) for Sewer Connection.
60. Applicant shall obtain any and all NJDOT approvals and utility opening permits and provide copies of same to the Borough.
61. Payment of all fees, costs, escrows due or to become due. Any monies are to be paid within fifteen (15) days of said request by the Board's Secretary.
62. Certificate that taxes are paid to date of approval.
63. The Applicant shall be bound to comply with the representations made before this Board by the Applicant at the public hearing and the same are incorporated herein and are representations upon which this Board has relied in granting the approval set forth herein and shall be enforceable as if those representations were made conditions of this approval.
64. Applicant shall provide a complete Solid Waste and Recycling Plan ("SWRP") for the site indicating how Solid Waste and Recycling will be managed on site and properly disposed of, subject to review and approval of the Borough Engineer and Borough Recycling Coordinator. All of this material shall be kept indoors and put out for disposal in accordance with the SWRP.
65. Applicant shall comply with any applicable Affordable Housing requirements related to the construction of the additional non-residential square footage.
66. Applicant shall comply with the following conditions with respect to the application and Subject Property:
- a) Applicant will comply with the requests of the Board professionals including not limited to, stating how the project will be staged, the site demolition plan including the removal of asbestos, a safety plan for the Subject Property and a schedule of soil movement.
 - b) Applicant will conduct at its cost a subsurface soil condition investigation.
67. A recordable document shall be prepared by Applicant and submitted for approval

by the Board Attorney and the Borough Engineer which incorporates this Resolution by reference. Following approval, Applicant shall record the documentation in the Office of the Morris County Clerk and shall, thereafter, provide a copy of the recorded document, bearing all recording information, to the Board Administrator.

68. Applicant will comply with any additional requirements imposed by the Board professionals which may result from revised signage.

69. Subject to all other applicable rules, regulations, ordinances and statutes of the Borough of Mountain Lakes, County of Morris, State of New Jersey, or any other jurisdiction.

BE IT FURTHER RESOLVED that this Resolution adopted this 22nd day of June 2021, memorializes the action taken by the Board, as set forth above, at its meeting on May 20, 2021.

The Vote: 6 - 0

In Favor: Kane, Lane, Stern, Coppola, Berei and Holliday

CERTIFICATION

I hereby certify that this is a true copy of a Resolution duly adopted by the Planning Board of the Borough of Mountain Lakes at a public meeting duly held on July 22, 2021.

A handwritten signature in cursive script, reading "Cynthia Shaw", is written over a horizontal line.

Cynthia Shaw, Administrator
Borough of Mountain Lakes
Planning Board

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

RESOLUTION 74-22

“RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND THE TOWNSHIP OF PARSIPPANY-TROY HILLS FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES”

WHEREAS, the Borough of Mountain Lakes desires to provide timely and effective emergency services to its residents, including ambulance services availability twenty-four hours a day, seven days a week; and

WHEREAS, the Township of Parsippany-Troy Hills has the capability to provide such service; and

WHEREAS, the terms and conditions of the shared service are set forth in a Shared Service Agreement attached hereto; and

WHEREAS, the Agreement is in full compliance with the Interlocal Services Act, N.J.S.A. 40:8A-1; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the appropriate municipal officials are hereby authorized to execute the Shared Services Agreement between the Borough of Mountain Lakes and the Township of Parsippany -Troy Hills for emergency medical services in the form attached hereto; and

BE IT FINALLY RESOLVED that a copy of the Resolution and the Agreement for Interlocal Services be sent to the Township of Parsippany Troy-Hills for their approval and signature, and to the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey for filing in accordance with N.J.S.A. 40A:65-4.

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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT (this "Agreement") is made and entered into this 1st day of January 2022, by and between:

THE TOWNSHIP OF PARSIPPANY-TROY HILLS, a municipal corporation of the State of New Jersey with its principal place of business located at 1001 Parsippany Boulevard, Parsippany, New Jersey 07054 ("Parsippany"); and

THE BOROUGH OF MOUNTAIN LAKES, a municipal corporation of the State of New Jersey with its principal place of business located at 400 Boulevard, Mountain Lakes, New Jersey 07046 ("Mountain Lakes");

Parsippany and Mountain Lakes may each be referred to hereinafter as a "party" and, collectively, as the "parties".

WITNESSETH:

WHEREAS, Mountain Lakes desires to provide the most timely and effective emergency services to its residents, including ambulance services; and

WHEREAS, Parsippany, though its paid emergency medical services provider, Par-Troy EMS, staffs basic life support ("BLS") ambulances on ready status to respond to 9-1-1 and emergency calls in Parsippany and the surrounding communities; and

WHEREAS, Mountain Lakes has identified a need to ensure the availability of emergency BLS ambulance service to its residents 24 hours per day, 7 days per week; and

WHEREAS, the Parties have determined that it would be to their mutual benefit to share certain specific services where each party has the equipment, vehicles, supplies, or manpower to be able to provide those services to the other party without impairing its ability to provide those services for its own needs; and

WHEREAS, the Parties recognize that the sharing of emergency BLS ambulance services with the other Party under circumstances where the Party providing the services can perform the work with little or no disruption to their existing duties could save both Parties money by reducing expenses for equipment and staff, while ensuring continuous and reliable emergency BLS ambulance service; and

WHEREAS, it is in the interest of both Parsippany and Mountain Lakes to utilize the closest available and most appropriate resources for the protection of life and property within their jurisdictions; and

WHEREAS, the Parties recognize that while the exchange of services will not be perfectly equal, each Party will benefit from the overall improvement in efficiency and savings achieved; and

BLS Ambulance Shared Services Agreement

WHEREAS, Parsippany shall bill for transport services, medication and medical equipment pursuant to Parsippany's Third-Party Payment Plan for Emergency Medical Services Provided by Par-Troy EMS Squad (Parsippany Township Code § 4-81); and

WHEREAS, Mountain Lakes residents shall be considered Parsippany residents for purposes of billing and, pursuant to Township Code § 4-81(B) and (C), Parsippany shall accept as payment only what is paid by the resident's health insurance plan or Medicare/Medicaid and shall not bill for any deductibles, co-pays or other balance due; and

WHEREAS, the sharing of these services will benefit the taxpayers of both Mountain Lakes and Parsippany by increasing the efficiency of service and decreasing the costs; and

WHEREAS, pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, (L.2007, c.63, s.2.), Municipal Corporations in the State of New Jersey are considered "Local Units," which are encouraged and authorized to enter into agreements which promote the sharing and/or consolidation of services; and

WHEREAS, pursuant to N.J.S.A. 40A:65-4(a)(3)(b), any agreement entered into pursuant to this section shall be filed, for informational purposes, with the Division of Local Government Services in the Department of Community Affairs, pursuant to rules and regulations promulgated by the director; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5, local units entering into shared services agreements must adopt a resolution authorizing and clearly identifying the agreement and ensure that a copy of the agreement shall be open to public inspection at the offices of the local unit immediately after passage of a resolution to become a party to the agreement; and

WHEREAS, pursuant to N.J.S.A. 40A:65-5(c), the agreement shall take effect upon the adoption of appropriate resolutions by all the parties thereto, and execution of agreements authorized thereunder as set forth in the agreement; and

WHEREAS, the parties wish to enter into this agreement to provide for emergency BLS ambulance services and such other services incidental to emergency BLS ambulance service as may be needed from time to time.

NOW THEREFORE, in consideration of the foregoing recitals, the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties mutually agreed as follows:

I. SCOPE OF AGREEMENT

Parsippany, through its Department of Emergency Medical Services, owns and operates Par-Troy EMS, an ambulance service licensed by the New Jersey Department of Health, Office of Emergency Medical services, to provide emergency response, including emergency BLS ambulance service, to its

residents and the surrounding communities. Mountain Lakes does not currently have a municipal-based BLS ambulance service, nor does it contract with any private BLS ambulance company to provide emergency BLS ambulance service to its residents. It is intended that this Agreement will facilitate the use of Par-Troy EMS by Mountain Lakes on a continuous, but as-available basis, 24 hours per day, 7 days per week. Nothing herein shall require Parsippany to assign an ambulance to Mountain Lakes exclusively, or to station an ambulance within the political borders of Mountain Lakes for purposes of handling emergency calls solely within that municipality. Accordingly, the use of Par-Troy EMS by Mountain Lakes shall be on an as-available basis. Should a Par-Troy EMS ambulance not be available to respond into Mountain Lakes for an emergency call, Mountain Lakes' designated dispatch center will follow pre-established response guidelines to dispatch a mutual aid ambulance to handle the pending call. Parsippany shall bill for emergency BLS ambulance services according to the terms and conditions set forth herein.

II. PARSIPPANY AND MOUNTAIN LAKES RESPONSIBILITIES

1. Upon request by Mountain Lakes, through its designated dispatch center and subject to availability and geographic location, Parsippany agrees to provide a Par-Troy EMS BLS ambulance to respond to emergency calls and incidents occurring in Mountain Lakes.

2. In the event that no Par-Troy EMS ambulance is available for a particular emergency call, the dispatcher shall follow protocols for backup mutual aid dispatch which are attached hereto as **Schedule A** and incorporated by reference herein (the "Dispatch Protocols"). The Dispatch Protocols may include dispatching a Parsippany or other municipal volunteer resource to handle the call. Dispatch Protocols may change from time to time based on BLS ambulance availability and need, and each Party agrees to notify the other of any such change in the Dispatch Protocols.

3. Subject to BLS unit availability, Parsippany shall make Par-Troy EMS units available for response into Mountain Lakes on a 24 hours per day, 7 days per week basis. Parsippany shall utilize customary and reasonable resource management practices to identify and eliminate, to the extent practicable, any higher-than-normal response times to emergency calls in Mountain Lakes. For purposes of this Subsection II(3), the term "higher-than-normal response times" shall mean a response time that exceeds the average response time for Par-Troy EMS to respond to an emergency call in Mountain Lakes as measured over the immediately preceding year.

4. Mountain Lakes may request that Parsippany provide a BLS ambulance for a non-emergency standby or special event. Such request shall be made in writing addressed to the Director of the Department of Emergency Medical Services and shall be made as far in advance of the event as possible, but in no event sooner than five (5) days prior to any scheduled event. The fee per BLS ambulance for events is set forth in Section III, below. This provision shall only apply to pre-scheduled or regularly scheduled events or standbys.

5. Mountain Lakes shall provide Parsippany, through the Director of the Department of Emergency Medical Services, with current response and hazard data regarding roads, buildings and industries within its municipality, and shall update and keep such information.

III. BILLING AND COMPENSATION.

1. Par-Troy EMS shall bill for transport services, medication and medical equipment pursuant to Parsippany's Third-Party Payment Plan for Emergency Medical Services Provided by Par-Troy EMS Squad (Parsippany Township Code § 4-81). All billing by Par-Troy EMS shall also be subject to Parsippany's Direct Billing and/or Bundled Billing Agreements with advanced life support (New Jersey Mobile Intensive Care Unit) providers including, but not limited to Saint Clare's Health System and Atlantic Health System, which may be amended or rescinded from time to time with or without notice.

2. Mountain Lakes residents shall be considered Parsippany residents for purposes of billing and, pursuant to Township Code § 4-81(B) and (C), Parsippany shall accept as payment only what is paid by the resident's health insurance plan or Medicare/Medicaid and shall not bill for any deductibles, co-pays or other balance due. Parsippany shall not balance bill those residents of Mountain Lakes who are not covered by insurance or Medicare/Medicaid.

3. There shall be no fee charged for Mountain Lakes Borough, Board of Education or Fire Department standbys. For all standby requests, Parsippany shall post a staffed Par-Troy EMS ambulance at the designated event which unit shall also be on ready status and available for emergency calls in Mountain Lakes, Parsippany and Par-Troy EMS' mutual aid territory.

IV. INDEPENDENT CONTRACTORS; POLICIES AND PROCEDURES.

1. Parsippany and Mountain Lakes hereby acknowledge and agree that each party to this Agreement is, and shall act at all times as, an independent contractor. Neither party is the principal, agent or representative of the other, nor will any employee of either party be considered an employee of the other.

2. Both Parsippany and Mountain Lakes personnel shall follow all policies, procedures, protocols, and guidelines established by their respective agencies, as well as National Incident Management System standards, New Jersey standards of care, standing orders, and local medical control. All personnel providing emergency medical services in Mountain Lakes shall maintain current training and credentials in law enforcement-related mass-casualty and "active shooter" response.

V. INSURANCE AND INDEMNIFICATION.

1. Each party, prior to commencing emergency BLS ambulance coverage pursuant to the terms of this Agreement, shall provide at their own cost and expense, certificates of insurance to each other evidencing general liability, workers compensation, automobile, and other applicable coverages in

such amounts and with such limits as are acceptable to the other party. Except for any medical malpractice or professional liability insurance policies, each party shall name the other party as an additional insured and shall provide the other party with updated certificates of insurance on a periodic basis, but not less than annually or at such time that there is a change in policy, underwriter, coverages or administrator. Each Certificate or Policy shall require that thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Business Administrator of each Party by registered mail, return receipt requested and for all of the following stated insurance policies. Mountain Lakes hereby agrees to waive any and all rights of subrogation against Parsippany for any claims arising out of or relating to the operation of any Parsippany or Par-Troy EMS vehicle or equipment, or any property damage arising therefrom.

2. Parsippany agrees to indemnify, defend and hold harmless Mountain Lakes and its employees, officers, directors, agents, contractors, assigns, volunteers, and representatives from and against any and all third party claims for bodily injury (including death) and property damage including reasonable related attorneys' fees and costs, proximately and directly caused by or arising as a proximate and direct result of the negligent actions or omissions of Parsippany, its officers, officials, directors, supervisors, employees, agents, assigns, volunteers, and representatives under this Agreement, except to the extent arising from the willful action or sole or negligent acts or omissions of Mountain Lakes, its officers, officials directors, supervisors, employees, agents, assigns, volunteers, and representatives.

3. Mountain Lakes agrees to indemnify, defend and hold harmless Parsippany and its employees, officers, directors, agents, contractors, assigns, volunteers, and representatives from and against any and all third party claims for bodily injury (including death) and property damage including reasonable related attorneys' fees and costs, proximately and directly caused by or arising as a proximate and direct result of the negligent actions or omissions of Mountain Lakes, its officers, officials, directors, supervisors, employees, agents, assigns, volunteers, and representatives under this Agreement, except to the extent arising from the willful action or sole or negligent acts or omissions of Parsippany, its officers, officials directors, supervisors, employees, agents, assigns, volunteers, and representatives.

4. Parsippany and Mountain Lakes each shall promptly notify the other in writing of any claim or suit and request indemnification. One party's failure to so notify and request indemnification shall not relieve the other party of any liability that it might have, except to the extent that such failure prejudices that Party's ability to defend such claim or suit. In the event that either party refuses the tender of defense in any suit or any claim, as required under the indemnification provisions contained herein, and that refusal is subsequently determined by a court having appropriate jurisdiction (or such other tribunal that the Parties agree to decide the matter), to have been a wrongful refusal on the part of the refusing party, the refusing party shall pay all of the other party's reasonable costs for defense of the action, including all reasonable expert witness fees, costs, and attorneys' fees, and including costs and fees incurred in recovering under this indemnification provision. Either party shall have the right, at that party's sole cost and expense, to employ separate counsel on its behalf to bring or pursue any counterclaims or interpleader action, equitable relief, restraining order, or injunction. Each party agrees to cooperate and to cause its employees and agents to cooperate with the other party in the defense of any

such claim, and the relevant records of each party shall be available to the other party with respect to any such defense.

APPROPRIATION OF FUNDS

This Agreement is subject to the availability, appropriation and certification by the parties of sufficient funds as may be required to implement this Agreement, and this Agreement may be terminated by either party if sufficient funds are not available, appropriated or certified. Each party shall notify the other party as soon as possible of the termination as a result of lack of appropriation of funds.

VI. TERM AND TERMINATION.

This Agreement shall be effective as of January 1, 2022, and shall extend until the earlier of December 31, 2026, or termination by either party in accordance with the provisions herein. Either party may terminate this Agreement upon thirty (30) days written notice to the other party, at which time this Agreement shall terminate and be of no further force or effect without any further obligation of either party. Termination may be with or without cause, or for the mutual benefit of the parties.

VII. NOTICE.

1. Unless otherwise provided in writing, any notices to be given or to be served upon any of the parties hereto, must be in writing and may be delivered personally or by overnight, certified, or registered mail, or by a nationally recognized courier service. Such notice shall be delivered to the applicable party at their respective addresses as set forth below, or at such other address as either party may hereafter designate to all other parties in writing:

The Township: The Township of Parsippany Troy Hills
 1001 Parsippany Boulevard
 Parsippany, New Jersey 07054
 Attention: Business Administrator

With a copy to: Justin A. Marchetta, Esq.
 Inglesino, Webster, Wyciskala & Taylor, LLC
 600 Parsippany Road, Suite 204
 Parsippany, New Jersey 07054

Mountain Lakes: The Borough of Mountain Lakes
 400 Boulevard
 Mountain Lakes, New Jersey 07046
 Attention: Borough Clerk

With a copy to: Robert H. Oostdyk, Jr., Esq.
 Murphy McKeon, P.C.

51 Route 23 South
P.O. Box 70
Riverdale, New Jersey 07457

VIII. GENERAL PROVISIONS.

1. **Mutual Cooperation.** The parties agree to undertake all commercially reasonable efforts to effectuate the terms of this Agreement and agree to cooperate with each other in the timely effectuation of the same.

2. **Amendments.** This Agreement shall not be amended except by mutual consent of all parties hereto in a signed written document transmitted to all Parties pursuant to the notice provisions set forth in Section VIII herein.

3. **Counterparts/Facsimile Signature.** This Agreement may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument, and such execution may be evidenced by signatures delivered by facsimile transmission. Delivery of an executed copy of this Agreement by facsimile shall be equally as effective as delivery of a manually executed copy of this Agreement.

4. **Terms Deemed Invalid.** In the event that any provision of this Agreement shall be determined to be invalid, unlawful or ineffective, the remaining provisions of this Agreement shall not be affected thereby and shall remain in full force and effect.

5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to choice of law rules, and all parties to this Agreement hereby consent to venue in the Superior Court of New Jersey, Morris County Vicinage.

6. **No Compensation for Referrals.** Each of the parties hereby acknowledges and agrees that nothing in this Agreement requires payment, compensation or remuneration of any kind or sort, nor are the services specified in this Agreement contingent upon the referral or arrangement for any goods or services. Neither party to this Agreement is required to refer any patient to any physician, hospital, specialist, or other healthcare facility, nor shall any payment, compensation or remuneration of any kind or sort be made from Medicare, Medicaid, or any other insurance policy or source, for any such referral. The parties hereby acknowledge and agree that nothing contained in this Agreement shall be construed to induce, encourage, direct, or suggest the referrals of patients or the purchase of health care services or supplies.

7. **Acknowledgement of Parties.** Each of the parties has carefully read and understands the terms and conditions of this Agreement, and each party has been advised by counsel as to the meaning and legal implications of this Agreement, and executes this document as its own free act.

8. **Waiver of Breach.** The waiver by any party of a breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, nor shall any waiver of any provision of this Agreement in any instance be deemed to be a waiver of any other provision in any other instance.

9. **Authority to Bind.** Parsippany and Mountain Lakes each represent that it is duly authorized to execute this Agreement, and to enter into the agreement described herein, and that the person signing this Agreement has the authority to bind the party for whom he is signing this Agreement. No undertaking or obligation contained herein conflicts with any contracts or obligations to which any of the parties to this Agreement is a party.

10. **Binding Agreement.** This Agreement shall be binding upon, enforceable against, and inure to the benefit of all of the parties, and their respective predecessors, successors, assigns, employees, officials, officers and directors.

11. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties hereto, represents the final written expression of the parties with respect to the subject matter hereof, and may not be amended, altered or modified except in writing signed by each of the parties.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Shared Services Agreement to be signed below by their duly authorized corporate officers as of the date first written above.

TOWNSHIP OF PARSIPPANY-TROY HILLS

Attest:

Khaled Madin
Township Clerk

By: _____
James R. Barberio, Mayor

BOROUGH OF MOUNTAIN LAKES

Mitchell Stern
Acting Borough Clerk

BY: _____
_____, Mayor

SCHEDULE A
BACKUP MUTUAL AID DISPATCH PROTOCOL

The following mutual aid build out incorporates a bilateral approach. The first five agencies are considered based on proximity to Mountain Lakes Borough, as well as their general availability. The last five agencies are included based on unusual circumstances or a large-scale incident. Also, it is recognized that some of the agencies in the overall plan have certain hours covered by Atlantic Ambulance or Saint Clare's EMS. In these cases, if the resource is called upon, and local policy allows, the appropriate contracted ambulance should be sent from that agency. If at any point a Par-Troy EMS unit is not available, the ready status unit in closest geographic proximity to the request for service should be assigned to the call.

Additionally, if at any point a Parsippany volunteer unit is determined to be in ready status and in reasonable geographic proximity to the request for service in Mountain Lakes Borough, i.e., leaving the hospital emergency department, they may be unutilized as the closest appropriate resource when a Par-Troy EMS unit is not available.

Dispatch Order	Agency	Dispatch Center	Contact Number
1	Par-Troy EMS	Parsippany Police	973-263-4300
2	County EMS/Boonton Kiwanis EMS	Morris County	973-795-0901
3	St. Clare's EMS	St. Clare's	973-989-3525
4	Atlantic EMS 15 (Rockaway Borough)	Morris County	973-795-0901
5	Parsippany Volunteer (dual alert)	Parsippany Police	973-263-4300
6	Atlantic EMS 14-Mine Hill	Morris County	973-795-0901
7	Cedar Knolls Fire EMS	Morris County	973-795-0901
8	Atlantic EMS 4/5-Morristown	Morris County	973-795-0901
9	Denville Fire EMS	Denville Police	973-627-4900
10	Dover Fire EMS	Morris County	973-795-0901

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

RESOLUTION 75-22

**“RESOLUTION AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (SCOTT, CRAIG & HEATHER
V. BOROUGH OF MOUNTAIN LAKES – BLOCK 57 LOT 3.02)”**

WHEREAS, a tax appeal has been filed in the Tax Court of New Jersey captioned “Scott, Craig & Heather v. Borough of Mountain Lakes” challenging the 2019 tax assessment on Block 57, Lot 3.02 (095 Cobb Road); and

WHEREAS, the Plaintiff and the Tax Assessor have agreed to a settlement of this tax appeal as set forth in a proposed Stipulation of Settlement attached hereto; and

WHEREAS, the Borough Council finds that it is in the best interest of the Borough to approve the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey that the Borough Attorney is authorized to execute a Stipulation of Settlement in settlement of all pending tax appeals captioned “Scott, Craig & Heather v. Borough of Mountain Lakes”; and be it further

RESOLVED that the Tax Collector is hereby authorized to process any refund required as a result of the settlement of this tax appeal.

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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION 76-22

**“RESOLUTION AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (WAGGONER, ROBERT C. v.
BOROUGH OF MOUNTAIN LAKES – BLOCK 100, LOT 34)”**

WHEREAS, a tax appeal has been filed in the Tax Court of New Jersey captioned “Waggoner, Robert C. v. Borough of Mountain Lakes” challenging the 2021 tax assessment on Block 100, Lot 34 (284 Boulevard); and

WHEREAS, the Plaintiff and the Tax Assessor have agreed to a settlement of this tax appeal as set forth in a proposed Stipulation of Settlement attached hereto; and

WHEREAS, the Borough Council finds that it is in the best interest of the Borough to approve the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey that the Borough Attorney is authorized to execute a Stipulation of Settlement in settlement of all pending tax appeals captioned “Waggoner, Robert C. v. Borough of Mountain Lakes”; and be it further

RESOLVED that the Tax Collector is hereby authorized to process any refund required as a result of the settlement of this tax appeal.

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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION 77-22

**“RESOLUTION AMENDING RESOLUTION 33-22 RE-ESTABLISHING THE WOODLANDS ADVISORY COMMITTEE
AND APPOINTING PUBLIC MEMBERS FOR 2022 TO EXPAND THE MEMBERSHIP OF THE COMMITTEE AND APPOINT
TWO ADDITIONAL MEMBERS”**

WHEREAS, the Borough Council re-established the Woodlands Advisory Committee as an advisory committee to the Borough Council for calendar year 2022 and appointed seven (7) public members to the Committee;

WHEREAS, the Council wishes to increase the size of the Committee to nine (9) members and to appoint an additional two members.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that Resolution 33-22 re-establishing the Woodlands Advisory Committee is hereby amended to increase the number of Committee members to nine (9); and

BE IT FURTHER RESOLVED that the following public members are hereby appointed for the 2022 calendar year in addition to the seven members appointed by Resolution 33-22:

Jeffrey Goodman

Doren Greene

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 24, 2022.

Mitchell Stern, Acting Municipal Clerk

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



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE

MONTHLY ACTIVITY REPORT

NOVEMBER 2021

ADMINISTRATIVE SUMMARY

Both application submission and inspection request activity were steady through the month. Many projects are working towards completion prior to the holiday season. The weather, so far, has allowed outside construction activity to continue without delay. Supply chain issues, though, still hamper the efficient scheduling of projects. In some cases, projects have been modified due to unavailability of certain materials or appliances.

Work continues towards the final set of inspections for the Enclave at Mountain Lakes (Pulte). Several more units received their Certificates of Occupancy. Work at the final building is scheduled to be completed next month.

Final inspections for the Sunrise of Mountain Lakes project have been completed and the Certificate of Occupancy has been issued. They are now in the process of obtaining their State inspection and planning for their first residents.

Princeton Radiology, a new imaging facility located at 333 Route 46 East completed their final inspections and received their Certificate of Occupancy.



Mountain Lakes Borough
400 BOULEVARD
MOUNTAIN LAKES, NJ 07046

Construction Permit Activity Report

11/1/2021 -> 11/30/2021

Summary

New:	Cost: \$0.00	Count: 0	Cubic Footage: 7,787 Cu.ft	Permits Issued: 49
Addition:	\$104,400.00	1	Square Footage: 2,718 Sq.ft	Updates Issued: 3
Alteration:	\$431,285.00	49		
Demolition:	\$3,200.00	2		
Total:	\$538,885.00	52		

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	9	\$3,341.00	\$0.00	\$3,341.00	B 33	29 %87.9	1 %3	3 %9.1
Plumbing:	16	\$1,810.00	\$0.00	\$1,810.00	P 32	26 %81.2	1 %3.1	5 %15.6
Electrical:	31	\$4,435.00	\$0.00	\$4,435.00	E 54	35 %64.8	17 %31.5	2 %3.7
Fire:	8	\$3,094.00	\$0.00	\$3,094.00	F 16	14 %87.5	2 %12.5	0 %0
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	24	\$2,400.00	\$0.00	\$2,400.00	M 33	32 %97	1 %3	0 %0
	88	\$15,080.00	\$0.00	\$15,080.00		168	136	22 10
DCA Training:	1		29		(Note: Does not include result of none)			
DCA State:	45		767	\$300.00				
DCA Minimum:	6		6					
	52		\$802					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building 0	0	0	CA 27	\$0.00	\$0.00
Plumbing 0	0	0	CCO 0	\$0.00	\$0.00
Electrical 0	0	0	CO 3	\$550.00	\$100.00
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: 30	\$550.00	\$100.00

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	0	\$0	Building	0	\$0
Plumbing	0	\$0	Plumbing	0	\$0
Electrical	0	\$0	Electrical	0	\$0
Fire	0	\$0	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
Total:		\$0	Total:		\$0
Violations			Fines		
	Record Count	Total Exempted		Fines	Paid
DCA Fees	0	\$0	Issued	0	\$0.00

Payments (Based on Payment Date)	
Permit (115)	\$16,916.00
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	\$16,916.00



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

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		
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PERIOD	2021 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	11,663.00	11,663.00		
FEBRUARY	40,193.00	51,856.00	Enclave fees	27,748.00
MARCH	37,128.00	88,984.00	Enclave fees	28,144.00
APRIL	10,024.00	99,008.00		
MAY	26,651.00	125,659.00		
JUNE	11,789.00	137,448.00		
JULY	12,009.00	149,457.00		
AUGUST	9,533.50	158,990.00		
SEPTEMBER	24,580.00	183,570.00		
OCTOBER	12,533.00	196,103.00		
NOVEMBER	16,916.00	213,019.00		
DECEMBER				



Mountain Lakes Borough

Deposit Payment Totals 11/1/2021 to 11/30/2021

Starting Receipt
PMT-21-00867

Ending Receipt
PMT-21-00994

Cash Total
\$1,390.00

Check Total
\$16,176.00

Charge Total
\$0.00

Grand Total
\$17,566.00

Deposit Account
DCA 01-290-55-000-001
ENG 01-192-08-105-015
UCC 01-192-08-160-000
ZON 01-192-08-105-017

Bag #

YTD Payments	Payments
\$11,915.00	\$1,376.00
\$7,200.00	\$300.00
\$188,514.00	\$15,240.00
\$6,500.00	\$650.00
<u>\$214,129.00</u>	<u>\$17,566.00</u>



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE

MONTHLY ACTIVITY REPORT

DECEMBER 2021

ADMINISTRATIVE SUMMARY

The close-out to 2021 was quite uneventful. Whether due to the holiday season, supply chain issues or a relapse of Covid, construction activity waned in the last month. As expected the bulk of the permits issued centered on new or replacement mechanical appliances in preparation for the upcoming winter season. The zoning approvals have yet to materialize in submitted construction permits. These would be expected during the first quarter of 2022 as property owners schedule their projects with contractors.

The certificates of occupancy have been issued to the final units at the Enclave at Mountain Lakes (Pulte). Final site work needs to be completed to close out this development.

Annual reports, audits and evaluations are being completed to identify activity trends and expectations for the coming year.



Mountain Lakes Borough
400 BOULEVARD
MOUNTAIN LAKES, NJ 07046

Construction Permit Activity Report

12/1/2021 -> 12/31/2021

Summary

New:	Cost: \$0.00	Count: 0	Cubic Footage:	0 Cu.ft	Permits Issued:	26
Addition:	\$0.00	0	Square Footage:	0 Sq.ft	Updates Issued:	5
Alteration:	\$425,132.00	31				
Demolition:	\$0.00	0				
Total:	\$425,132.00	31				

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	6	\$2,592.00	\$0.00	\$2,592.00	B 46	38 %82.6	5 %10.9	3 %6.5
Plumbing:	7	\$920.00	\$0.00	\$920.00	P 26	20 %76.9	4 %15.4	2 %7.7
Electrical:	23	\$3,415.00	\$0.00	\$3,415.00	E 81	59 %72.8	18 %22.2	4 %4.9
Fire:	3	\$205.00	\$0.00	\$205.00	F 14	12 %85.7	2 %14.3	0 %0
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	15	\$1,520.00	\$0.00	\$1,520.00	M 34	32 %94.1	2 %5.9	0 %0
	54	\$8,652.00	\$0.00	\$8,652.00	201	161	31	9
DCA Training:	0		0		(Note: Does not include result of none)			
DCA State:	26		505	\$0.00				
DCA Minimum:	3		3					
	29		\$508					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building 0	0	0	CA 24	\$0.00	\$0.00
Plumbing 0	0	0	CCO 0	\$0.00	\$0.00
Electrical 0	0	0	CO 9	\$1,500.00	\$0.00
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: 33	\$1,500.00	\$0.00

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	0	\$0	Building	0	\$0
Plumbing	0	\$0	Plumbing	0	\$0
Electrical	2	\$300	Electrical	0	\$0
Fire	1	\$230	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
Total:		\$530	Total:		\$0
Record Count	Total Exempted		Violations	Fines	Paid
DCA Fees 2	\$302		Issued 0	\$0.00	\$0.00

Payments (Based on Payment Date)	
Permit (57)	\$9,126.00
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	\$9,126.00



Mountain Lakes Borough

Deposit Payment Totals 12/1/2021 to 12/31/2021

Starting Receipt
PMT-21-00995

Ending Receipt
PMT-21-01060

Cash Total
\$759.00

Check Total
\$18,716.50

Charge Total
\$0.00

Grand Total
\$19,475.50

Bag #

Deposit Account

AH 20-300-60-000-000

DCA 01-290-55-000-001

UCC 01-192-08-160-000

ZON 01-192-08-105-017

YTD Payments	Payments
\$29,733.50	\$9,949.50
\$13,034.00	\$1,119.00
\$196,521.00	\$8,007.00
\$6,900.00	\$400.00
<hr/> \$246,188.50	<hr/> \$19,475.50



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

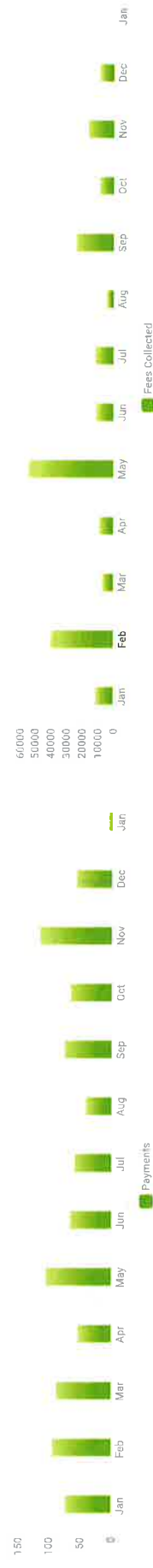
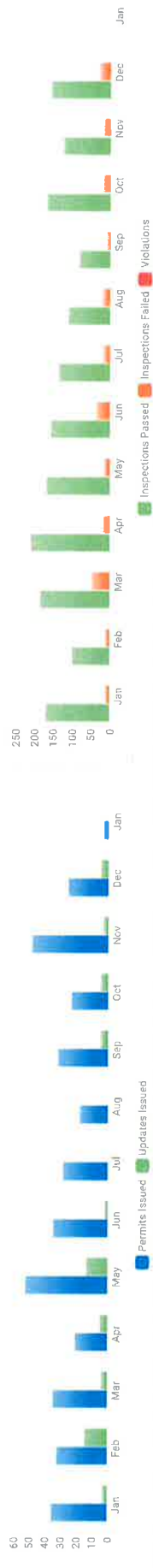
PERIOD	2019 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	12,338.00	12,338.00		
FEBRUARY	4,042.00	16,380.00		
MARCH	23,677.00	40,057.00		
APRIL	8,056.00	48,113.00		
MAY	23,363.00	71,476.00		
JUNE	26,134.00	97,610.00		
JULY	16,904.00	114,514.00	Enclave fees	10,592.00
AUGUST	7,245.00	121,759.00		
SEPTEMBER	8,425.00	130,184.00		
OCTOBER	7,403.00	137,587.00		
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OCTOBER	12,533.00	196,103.00		
NOVEMBER	16,916.00	213,019.00		
DECEMBER	9,126.00	222,145.00		

Building Summary Report

Permit Summary	This Week	This Month	Last Month	Last YTD	YTD	YTD Diff %	1 Year Trend
Permits Issued	3	3	26	3	3	0%	
Updates Issued	0	0	5	0	0		
Inspections Scheduled	0	0	201	0	0		
Inspections Passed	0	0	161	0	0		
Inspections Failed	0	0	31	0	0		
Certificate of Occupancy Issued	0	0	9	0	0		
Certificate of Approval Issued	0	0	24	0	0		
Cert Continuing Occupancy Issued	0	0	0	0	0		
Payments Count	6	6	57	0	6	100%	
Fees Collected	\$490	\$490	\$9,160	\$0	\$490	100%	



BOROUGH OF MOUNTAIN LAKES
DEPARTMENT OF PUBLIC WORKS

Department Activity
November 2021

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
 - Inspected salt spreaders and plows
 - Maple Way cleanup from cul-de-sac; removed lumber, spread woodchips and quarry process
 - Repaired potholes and blacktop berm
 - Moved police water tank from outside to inside of police trailer
 - Serviced and cleaned police boat
 - Daily maintenance including:
 - Daily leaf blowing on tennis courts
 - Island Beach leaf cleanup
 - Boulevard path cleanup
 - Street sweeping
 - Street sign cleanup and installation
 - Assisted Solitude with equipment and silt removal at Birchwood Lake
 - Tree cleanup of Yorke
 - Installed new trail map at Birchwood Trail
 - Shur off enacted at Zeris Inn
 - Grove Place brush removal from Garden Club
 - Rock Lane pocket park brush cleanup
 - Morris Ave. sidewalk railing repair
 - Barricade delivery for Turkey Trot
 - Menorah set up
 - Valve repair at Enclave
 - Water fountains winterized
 - Historic shed regraded and stone added to alleviate water seepage
 - Leaf pickup from Borough properties

Storm Water

- Basins on VanDyne unclogged
- Basin cleanings from fallen leaves
- Basin repairs; Briarcliff, Morris, Glen

Vacation/Sick Time:

- 56 Vacation Hours; 8 Sick Hours

**BOROUGH OF MOUNTAIN LAKES
DEPARTMENT OF PUBLIC WORKS
Department Activity
December 2021**

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
 - Island Beach prepped for Christmas tree
 - Grading and leaf cleanup
 - Fire pit set up and breakdown
 - Christmas Tree set up and Island Beach decorated
 - Kaufmann Park Christmas tree set up
 - Tree lighting ceremony set up
 - Leaf cleanup at Birchwood Beach
 - Wooded area by Borough Hall cleaned up
 - Leaf cleanup by water tank
 - Multiple loads of Styrofoam driven to Foam Pak
 - Signs installed; Stop, Do Not Enter, Wrong Way
 - New shade trees mulched
 - Removed dead tree from Oakland bus stop
 - Well 2 driveway regraded
 - Planter built and installed at Kaufmann Park bus stop
 - Gutters cleaned at Borough Garage
 - Chipper safety class completed by all employees

Water Department

- Repaired leak at Esplanade water fountain

Vacation/Sick Time:

- 84 Vacation Hours; 128 Sick Hours



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Joe Mullaney
Fire Chief
info@mlvfd.com

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

TO: Mitchell Stern
DATE: 1/18/22
SUBJECT: November 2021 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of November 2021 :

FIRE CALLS (17)

LOCATION	DATE	TIME	DESCRIPTION
340 Rt 46	11/3	6:23 PM	CO Alarm. High readings. Car Running in garage below the store. Building ventilated.
18 Lake Drive	11/4	9:54 AM	Fire Alarm-malfunction
8 Park Place	11/6	9:30 AM	Fire Arm- False
Briarcliff School	11/8	6:26 AM	Fire Alarm- Malfunction
8 Park Place	11/8	11:47 AM	Fire Alarm-Set off in error
549 Powerville Rd BT	11/9	4:47 PM	Assist Boonton Twp
100 Fanny Road	11/9	9:48 PM	Smoke Condition
333 Rockaway Valley Rd	11/10	10:49 PM	Assist Boonton Twp
111 Kenilworth Rd	11/16	12:38 PM	Brush Fire
100 Rt 46	11/17	11:20 AM	Fire Alarm- Fire Drill
21 Crestwood Dr	11/18	4:50 PM	Open Burn
31 Woodland Ave	11/21	2:30 AM	Grill Fire-Unfounded
284 Blvd	11/24	2:25 PM	Fire Alarm-Unattended cooking
17 Fernwood Place	11/24	2:17 PM	CO Alarm- High readings of CO detected in home. Contractor Running gas powered saw in Basement. House ventilated
100 Fanny Road	11/27	1:48 PM	Fire Alarm-Malfunction
28 Lake Drive	11/30	2:41 AM	CO Alarm-Malfunction
Briarcliff School	11/30	7:27 AM	Fire Alarm-set off by contractors

DRILLS/TRAINING (9)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	11/4	12:30 PM	JFD Training
MLHS	11/7	1:00 PM	JFD Training
V&V Recycling	11/9	7:30 pm	Senior Drill- Vehicle extrication
Firehouse	11/16	7:30 PM	Equipment checks
Borough	11/17	3:30 PM	Driver Training-Rescue truck
MLHS	11/21	1:00 PM	JFD Training
Borough	11/23	2:30 PM	Driver Training Rescue Truck
Borough	11/24	3:30 PM	Driver Training Rescue Truck
MLHS	11/30	7:30 PM	JFD Training

MEETINGS (1)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	11/23	8:00 PM	Business Meeting

COMMUNITY DETAILS (0)

LOCATION	DATE	TIME	DESCRIPTION
None			

TOTAL MANHOURS: 510



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Joe Mullaney
Fire Chief
info@mlvfd.com

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P -973-394-1094

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DATE: 1/18/22
SUBJECT: December 2021 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of December 2021 :

FIRE CALLS (9)

LOCATION	DATE	TIME	DESCRIPTION
Rock Lane	12/2	9:40 PM	Transformer Fire
7 Elm Road	12/5	7:30 AM	CO Alarm-Malfunction
35 Lockley Court	12/9	7:32 AM	Fire Alarm Water leak
303 Morris Ave	12/9	6:43 PM	Fire Alarm-unattended cooking
333 Rt 46	12/23	12:25 PM	Fire Alarm-Malfunction
303 Morris Ave	12/24	8:30 PM	Fire Alarm-Unattended cookin341
341 Blvd	12'25	5:40 PM	Burning Odor- Unfounded
120 Ball Road	12/31	12:01 AM	Fire Alarm-Malfunction
280 Morris Ave	12/31	2:30 PM	Chimney Fire

DRILLS/TRAINING (1)

LOCATION	DATE	TIME	DESCRIPTION
High School	12/5	1:00 PM	JFD Training

MEETINGS (0)

LOCATION	DATE	TIME	DESCRIPTION
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None

COMMUNITY DETAILS (2)

LOCATION	DATE	TIME	DESCRIPTION
----------	------	------	-------------

Borough	12/18	11 A-3 P	Annual Santa run
Borough	12/19	11AM-4 PM	Gift Distribution

Total Manhours: 485

Borough of Mountain Lakes

BOARD OF HEALTH

400 BOULEVARD • MOUNTAIN LAKES, NEW JERSEY 07046

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



November Health Department Activity Report – 2021

This report represents the activities of the Health Officer, Health Department and staff over the last month and provides an overview of the various items handled by the department. Additional supplemental reports from Environmental, Nursing, and Health Education are forwarded to clarify activities.

Vaccine requests have increased at the present time. We have offered free standing clinics and are planning additional clinics. We have been in ongoing contact with the superintendent of schools regarding vaccine needs of students and teachers. At this juncture the school system will continue to work with a pharmacy that they have a successful relationship with.

Again, we have been in ongoing contact with the Superintendent of schools and nurses, during this month to answer quarantine questions provide after school activity guidance and sports contact tracing investigations, in relationship to the increased number of cases compare to the last few months.

NEW FROM NOVEMBER

- General guidance provided to businesses, schools and municipal government agencies.

Please see the link below for the current Executive Order requiring school staff to be vaccinated:

<https://nj.gov/infobank/eo/056murphy/pdf/EO-253.pdf>

- All individuals 5+ are eligible to receive Pfizer vaccine. [NJDOH Vaccine Appointment Finder](#)

- **Please see the link below for the current out of state guidance for quarantine timelines.**

<https://covid19.nj.gov/faqs/nj-information/travel-and-transportation/are-there-travel-restrictions-to-or-from-new-jersey>

We continue to participate in weekly Zoom and Teams meetings with NJ Department of Health, County Agencies, LINCS and Health Officers in order to best implement state guidance and testing and vaccine programs.

The Nursing Department continues to investigate COVID cases on COMM CARE and in CDRSS. Our nurses along with local and state funded staff are continuing to contact trace cases.

This past month we have experienced continued increases in the level of COVID-19 activity.

Currently Mt Lakes has 7 cases with a 14-day look back.

Activities

- Participate in meetings and ongoing guidance from NJDOH/CDC regarding best practices for quarantine and vaccine programs.
- Provided weekly COVID report by Friday with State updates, CALI Score and Charts.
- Continue to inform, discuss and answer questions from residents, business owners and agencies regarding issues that are important to them.
- Continue to monitor staff activities regarding public health inspections and complaints. (see environmental, health education and nursing reports)
- Begin the planning of vaccine distribution for school-aged children both potentially in the school setting and in separate freestanding locations as well as encouragement to discuss with their child's pediatrician initiation of COVID vaccine.

Testing and Vaccination Sites:

Both public and private sites continue to operate throughout New Jersey.

Stay Well.

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 Health Department Activity Report – 2021

This monthly report represents the activities of the Health Officer, Health Department and staff during December and provides an overview of the various tasks handled by the department. Additional supplemental reports from Environmental, Nursing, and Health Education are forwarded to clarify activities.

Vaccine requests have been continually requested most notably due to vaccine availability for 5 to 11 and various vaccine booster recent availability. We continue to have small clinic preparation, homebound visits and individual vaccine administration in Bloomfield for all communities served.

We have been in ongoing contact with the superintendent of schools regarding vaccine needs of students and teachers especially in view of the tremendous surge in cases.

Due to CDC guidance change for isolation "sick or positive individuals" and quarantine for individuals who were "exposed to a positive case" created a need to plan for return to school in January. Please note the new shortened guidance is for the general public **NOT** for school or congregate settings.

NEW FROM DECEMBER

- The CDC recommends that moderately or severely immunocompromised 5–11-year-olds receive an additional primary dose of vaccine 28 days after their second shot. For more information about eligibility and doses, click [HERE](#).
- Everyone 12 years and older is eligible for a Covid-19 booster shot, according to the latest CDC guidance, including individuals who are pregnant or breastfeeding.
- Those 12 years and older who received the Pfizer vaccines can now receive a booster shot 5 months after completing their first 2 doses of Pfizer. The booster interval recommendation for people who received the J&J vaccine (2 months) or the Moderna vaccine (6 months), has not changed.
- CDC also strengthens the recommendation that those aged 16 and 17 should receive a booster dose.
- CDC has shortened the allowable time for isolation and quarantine for the public.
- * New guidance for isolation and quarantine can be found [HERE](#).
 - *Please note that although the CDC has shortened the timeframe for isolation/quarantine, the Health Officer recommends that residents follow a 7-day isolation and quarantine timeframe.

Recent Notable Updates:

- Due to nationwide inventory constraints, Vault has capped the number of daily requests for New Jersey to 30,000 per day. If you try to request a kit and get a message stating that the cap has been reached for the day, please try again the next morning. The NJ Department of Health and Vault Medical Services have partnered to offer a free, at-home COVID-19 saliva test kit that is available to every New Jerseyan who thinks they need a test – even if you don't have symptoms. To order a free test kit, click [HERE](#)

We continue to participate in weekly Zoom and Teams meetings with NJ Department of Health, County Agencies, LINCIS and Health Officers in order to best implement state guidance and testing and vaccine programs.

The Nursing Department continues to investigate the significant increase in cases as best as possible given the fivefold increase from December 2020 to December 2021. Without saying, Omicron Variant is extremely fast moving throughout the population, which further reduces the direct value of contact tracing if information is on a delayed basis.

This past month we have experienced continued increases in the level of COVID-19 activity.

Currently Mt. Lakes has 97 cases with a 14-day look back as compared to last month, which was 7 cases.

Activities

- Participate in meetings and ongoing guidance from NJDOH/CDC regarding best practices for quarantine and vaccine programs.
- Provided weekly COVID report by Friday with State updates, CALI Score and Charts.
- Continue to inform, discuss and answer questions from residents, business owners and agencies regarding issues that are important to them.
- Continue to monitor staff activities regarding public health inspections and complaints. (see environmental, health education and nursing reports)
- Ongoing discussions regarding vaccines especially with children 5 and older having eligibility and boosters available for 12+.

Testing and Vaccination Sites:

Both public and private sites continue to operate throughout New Jersey.

Stay Well.

Respectfully Submitted,
F. Michael Fitzpatrick, Health Officer

BOROUGH OF MOUNTAIN LAKES

Recreation Department

Department Activity November 2021

The Recreation Commission met on November 16, 2021. Topics of discussion included:

- Beach Pavilion & Field Rental Policy tree
- Winter Rack Storage
- Holiday Updates for Xmas Tree and Menorah Lighting
- Voted on new member for Recreation Commission – Email vote to David Keyt President.

In addition, the Recreation Director:

- Completed and submitted a comprehensive operating budget plan for 2022.
- Completed and submitted a proposed capital budget for 2022-2031.
- Hosted Lakers 55+ AAA Carfit. The Lakers 55 group is becoming quite small.
- Set up and completed registration for MLHS and Briarcliff Ski Club. BC filled to capacity and added an additional bus and advisor. HS also added another bus and advisor.
- Booked buses for 10 Ski Club Dates. Moved location to Camelback Ski Resort in PA.
- Allocated all recreation gym time as provided by the Board of Education to: Recreation Basketball, Men's Basketball.
- Continued to update Mountain Lakes website with details of recreation events.
- Attempted to secure vendor to strip lights from Xmas tree and install new lights.
- Continued planning for Annual Tree Lighting and Menorah Lighting in town.
- Worked with Recreation Basketball to provide Fingerprint searches.
- Assisted residents with facilities requests.
- Attended HUB Lakes year end meeting.
- Met with acting new Business Administrator for better way to book School District and Borough facilities.
- Supported the Library Administrators by helping to organize the Diwali Celebration.
- Received Fireworks quote. July 4th is unavailable, Date will be 7/2/22. Will look for other vendors.

BOROUGH OF MOUNTAIN LAKES

Recreation Department

Department Activity December 2021

The Recreation Commission did not meet formally in December. Phyllis Deering approved as new Commission member beginning in January.

The Recreation Department:

- Coordinated the efforts of the Recreation Commission, the DPW, the MLHS Choir and, the Police and Fire Departments for the Annual Tree Lighting and Menorah Lighting in town.
 - The Lighting was held at Island Beach for the 1st time and was a big success.
 - The Kaufmann Tree was also lit.
 - Menorah Lighting had record numbers of people with new Gelt Drop (from Boonton FD bucket truck)
- Hosted the annual AAUW Choir Concert at St. Catherine's Church for the 55+ Lakers and all residents. Many residents in attendance.
- ML Wrestling did not have a season this year due to low numbers from Covid concerns. Residents interested were able to join the Boonton/Lincoln Park program.
- Continued to update Mountain Lakes website with details of recreation events.
- Worked with the program director to finalize logistics for the 2022 Middle School Ski Club and the 2022 High School Ski Club. Both Briarcliff and HS will have 2 buses this year.
 - Using new bus company this year (DeCamp)
- Provided support to Winter sports programs as needed (Girls and Boys Basketball).
- Drafted 2022 Recreation Calendar. Not yet finalized.
- Began conversations regarding upcoming summer programs. Camp may move to Middle School if playground under construction.
- Finalized 5K forms internal and external posted to ML Website. Handed off to M. Harley for administration.
- Arranged LHY Polar Plunge for January 17th.
- Secured 2 volunteers to make up Mountain Lakes Day Committee. We had meeting in December to begin discussions.
- Put out requests to 4 NJ Fireworks companies to quote for possibility of July 4th Fireworks. Awaiting responses.
- JIF Borough meeting. Walked all locations. Finalizing Checklists.



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: 1/20/22
SUBJECT: Monthly Report November 2021

The following lists code enforcement/property maintenance issues for the month of November 2021:

11/1: Follow up on complaint about resident blowing leaves in the street on Powerville Road. Resident advised to cease and desist.

11/9: Attended meeting regarding tree buffer for Sunrise Assisted Living

11/12: Signs removed from Borough property at the intersection of Midvale and Intervale Rds

11/16: Follow up on complaint about a resident blowing leaves in the street on Roberts Drive. Advised resident to cease and desist.

11/17: Signs removed from the Boulevard ROW

Smoke and Carbon Monoxide Detector Inspections

Date:	Location	Pass/Fail
11/2	124 Lake Drive	Pass
11/2	31 Woodland Ave	Pass
11/12	120 Lookout Road	Pass
11/16	92 Laurel Hill Rd	Pass
11/16	381 Morris Ave	Pass
11/16	4 Center Drive	Pass
11/17	12 Briarcliff Rd	Pass
11/22	40 Hillcrest Rd	Pass
11/23	6 Maple Way	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.



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

TO: Borough Manager Mitchell Stern
DATE: 1/19/22
SUBJECT: Monthly Report December 2021

The following lists code enforcement/property maintenance issues for the month of December 2021:

N Activity to report

Smoke and Carbon Monoxide Detector Inspections

Date:	Location	Pass/Fail
12/1	44 Ball Road	Pass
12/7	8 Robinhood	Pass
12/8	88 N Pocono Rd	Pass
12/231	48 Glen Rd	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.