



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
MAY 23, 2022
PUBLIC SESSION – BEGINS AT 7:30 PM**

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

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

8) BOROUGH COUNCIL DISCUSSION ITEMS

9) 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.

10) ATTORNEY'S REPORT

11) MANAGER'S REPORT

12) RESOLUTIONS

- a. R112-22, Authorizing the Settlement of a Tax Appeal (Mountain Lakes Club v. Borough of Mountain Lakes – Block 100, Lot 1)

13) ORDINANCES TO INTRODUCE

14) ORDINANCES TO ADOPT

- a. 4-22, Ordinance Amending Chapter 26 of the Revised General Ordinances of the Borough of Mountain Lakes Regarding the Establishment and Governance of the Department of Police

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. R113-22, Authorizing the Payment of Bills
- b. R114-22, Authorizing 2022 Municipal Employees' Salary

- c. *R115-22, Authorizing the Execution of a Government Obligation Contract with KS State Bank for the Purpose of Leasing Two 2022 Ford Explorer Police AWD Vehicles*
- d. *R116-22, Rejecting All Bids for the Furnishing & Installation of Exterior Stone Veneer and Stucco Finish at the Municipal Building*
- e. *R117-22, Approving the Person-to-Person and Place-to-Place Transfer of Liquor License #1425-33-005-002 from Zeris Brothers Incorporated to Hapgoods LLC*
- f. *R118-22, Authorizing a Professional Services Agreement Between the Borough of Mountain Lakes and Newmark Valuation and Advisory*

***APPROVAL OF MINUTES**

5/9/22 (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

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 May 23, 2022
CC: Robert Oostdyk, Borough Attorney

Mayor and Council,

New Law Requiring Identification and Replacement of Lead Water Lines – To reduce potential risks from lead in drinking water, New Jersey has enacted the Lead Service Line Replacement Law (P.L. 2021, Ch. 183, copy attached).

In brief, the law requires the Borough:

- To inventory water service lines to determine which lines have the potential for the presence of lead (it is important to note that for the purposes of this act, water lines made of galvanized metal are included for mandatory replacement);
- To notify the residents of the identified lines, and then;
- Plan for the replacement of all lead service lines within ten years.

We have preliminarily identified 1209 water service lines that fall within the lead line notification requirement. Our next step (as required), will be to notify the affected properties by mailing the attached communication.

To be certain of the material that each water line is made from, I am recommending that we definitively identify every water line in the Borough. We have a unique opportunity to accomplish this task in a cost effective manner by contracting with our water meter replacement vendor, Core and Main to identify each water service line as they change out each water meter during the water meter replacement project. A proposal for this service, in the amount of \$21,705 (\$15 per service line inspected), is attached.

Core & Main's proposal can be funded from the Borough's American Rescue Plan grant allotment and is significantly less costly than other vendors because they will already be in each home to change out the water meter and can identify the makeup of the water line at that time.



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Other vendors would need to schedule appointments and then visit each home, dramatically increasing the cost (see attached quote from InLine Services, Inc. and the refusal to quote from Lenegan Plumbing & Heating).

Should Borough Council approve the requested water line identification proposal, after the completion of the physical inventory of the service lines, I will provide an update to you with recommendations on replacing the necessary water lines.

NJ DOT Annual Municipal Aid Grant Application – This years submission for the annual DOT road grant will be for Morris Ave between Powerville Road and Fanny Road.

I am requesting Borough Council to advise on whether the grant application should include the construction of sidewalks on this stretch of Morris Ave. Preliminary estimates to include sidewalks (and curbing, since curbing is necessary if sidewalks are installed) is \$202,000 +/- beyond the cost to perform misc stormwater repairs, milling and paving.

Powerville Road Tennis Courts – I have been unable to locate an outside consultant to provide their opinion. I did speak with our Borough Engineer (who designed the newer set of courts and was involved in the rehabilitation of the courts a number of years ago. The Engineer's findings and recommendations are below. I am in the process of requesting quotes based on the below information. Once I receive the quotes, I will update you.

Lower Courts - Description and history

This facility includes 3 standard tennis courts in a common 120' x 160' fenced enclosure, constructed in 1990. The original playing surface was a multi layer acrylic/sand emulsion applied over an asphalt substrate. In 2005, the courts were resurfaced with a cushioned polyester mat system with acrylic color coating.



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Observed Conditions

Based on my inspection, I find the courts and related appurtenances to be in very good condition overall:

1. The court surface shows no signs of settlement or irregularities.
2. The fencing is solid and true to line.
3. The nets and net posts are in like new condition.
4. The playing surface is in good condition, however, the colors are faded.

Recommendations

Based on the conditions enumerated above, my recommendations for rehabilitation work are as follows:

1. Power wash and clean the existing polyester playing surface.
2. Recoat the playing surface with the red and green acrylic finish materials.
3. Repaint all white lines and striping.

Upper Courts - Description and history

This facility includes 3 standard tennis courts in a common 120' x 150' fenced enclosure, constructed circa 1972. The original playing surface was a multi layer acrylic/sand emulsion applied over an asphalt substrate. In 1983 the courts were recoated with the same acrylic/sand system as the originally applied in 1972. In 2000 the courts were resurfaced with a cushioned polyester mat system with acrylic color coating.

Observed Conditions

Based on my inspection, I find the courts and related appurtenances to be in poor condition overall:

1. The court surface is uneven with signs of puddling and visible edge irregularities.
2. The fencing is leaning and uneven. Several post foundations are heaved above grade.
3. The nets and net posts are in like new condition.



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4. The net post footings are heaved and misaligned.
5. The polyester playing surface is in poor condition with observed holes and detached edges.

Recommendations

Based on the conditions enumerated above, my recommendations for rehabilitation work are as follows:

1. Remove and dispose of the polyester surface.
2. Remove and dispose of all fencing, fence posts and footings.
3. Remove and dispose of all net post footings and sleeves.
4. Repair deteriorated base pavement in the playing areas and along the perimeter of the enclosure.
5. Install new net post footings and sleeves.
6. Mill the entire court area to a depth of 1-1/2 inches.
7. Resurface the entire court area with 2-1/2 inches of hot mix asphalt.
8. Install new 10' high fencing and gates.
9. Install new polyester mat system with acrylic color coating and lines.

Respectfully Submitted,
Mitchell

CHAPTER 183

AN ACT concerning the replacement of lead service lines and supplementing Title 58 of the Revised Statutes.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

C.58:12A-40 Findings relative to presence of lead in drinking water.

1. The Legislature finds that the presence of lead in drinking water represents a threat to the public health, especially the health and development of New Jersey's children; that pipes containing lead that connect water mains to homes and other buildings, often called lead service lines, are a primary source of lead in drinking water; and that, due in part to the age of New Jersey's housing, there does not exist a full and complete inventory of all lead service lines in the State.

The Legislature therefore declares that public water systems should fully inventory all service lines and gradually replace all lead service lines, portions of which may exist on private property; and that, given the risk to public health and the resulting social costs that lead exposure imposes upon society as a whole, it is in the public interest that each public water system be obligated to replace lead service lines, including those that exist on private property, and be authorized to recoup the costs of lead service line replacements from all subscribers of the public water system.

C.58:12A-41 Definitions relative to presence of lead in drinking water.

2. As used in this act:

"Board" means the Board of Public Utilities or any successor agency.

"Customer" means a property owner or lessee who receives, and is required to pay, a water utility bill for water being supplied to the property.

"Distributed System Improvement Charge" means a surcharge that is imposed by an investor-owned public community water system on its customers, with the approval of the board, to enable the system to recoup the costs of non-revenue producing infrastructure improvements outside the context of a base rate case.

"Gooseneck, pigtail, or connector" means the short section of flexible piping, usually one to two feet long, which is used to connect rigid sections of service line piping.

"Government-owned public community water system" means a public community water system established, pursuant to law, by a political subdivision of this State or an agency or instrumentality of one or more thereof.

"Investor-owned public community water system" means a public community water system that is a public utility, as defined in R.S.48:2-13, and which is subject to the jurisdiction of the board pursuant to Title 48 of the Revised Statutes.

"Lead service line" means a water supply connection that is made of, or lined with, a material consisting of lead, and which connects a water main to a building inlet. A lead pigtail, lead gooseneck, or other lead fitting shall be considered to be a lead service line, regardless of the composition of the service line or other portions of piping to which such piece is attached. A galvanized service line shall be considered to be a lead service line. A lead service line may be owned by the public community water system, a property owner, or both.

"Non-paying consumer" means the lessee or primary occupant of institutional, commercial, or residential space in a system's service area, who does not receive, and is not required to pay, a water utility bill for water supplied to the property.

“Off-site owner” means the owner of residential, commercial, or institutional property located within the service area of a public community water system, who resides at another property, outside the service area, and who does not receive, and is not required to pay, a water utility bill for water being supplied to the owner’s property in the service area.

“Partial replacement” means the act of replacing any service line component without replacing the entire service line.

“Property owner” means the owner of residential, commercial, or educational institution property located within the service area of a public community water system. “Property-owner side” means the portion of a service line that is owned by a property owner.

“Public community water system” or “system” means a public water system or the owner of a public water system, as that term is defined by section 3 of P.L.1977, c.224 (C.58:12A-3), which system either: has at least 15 service connections that are used by year-round residents; or regularly serves at least 25 year-round residents. “Public community water system” includes an investor-owned public community water system.

“Service line” means any piping, tubing, and fittings connecting a water main to a building that serves a customer of a public water system. “Service line” includes the property-owner side and the system side of a service line.

“System side” means the portion of a service line that is owned by a public community water system.

C.58:12A-42 Service line inventory.

3. a. Each public community water system in the State shall develop a service line inventory, in accordance with the requirements of this section, in order to determine the existence or absence of a lead service line at each service connection in its service area. The service line inventory shall include information about service line locations and the composition of service lines at each location. The department may prescribe data management means and methods to provide for the receipt of uniform submissions of the service line inventory by public community water systems.

b. No later than 60 days after the effective date of this act, a public community water system shall compile and submit, to the department, an initial count showing the number of lead service lines and the number of service lines of unknown composition that are known to be present in the system’s service area, as well as the number of lead service lines that are to be replaced annually, based on the replacement rate established pursuant to paragraph (1) of subsection b. of section 5 of this act.

c. No later than six months after the effective date of this act, a public community water system shall submit to the department an initial service line inventory. The inventory shall include:

- (1) the locations of all identified lead service lines;
- (2) an indication as to whether each identified lead service line is completely composed of lead or otherwise meets the definition of a lead service line;
- (3) the location of each service line that is suspected to be lead;
- (4) for each identified and suspected lead service line, an indication as to whether the line is owned by the public community water system, the property owner, or both;
- (5) the locations and compositions of all non-lead service lines; and
- (6) a separate list identifying all service lines of unknown composition.

d. The public community water system shall use historical building records and other available information, including data from the American Water Works Association or other

industry research groups, to determine the likelihood of the presence of lead service lines in all portions of its service area, as provided by this section.

e. Following the submission of the initial service line inventory pursuant to subsection c. of this section, each public community water system in the State shall continue the inventory process and utilize every reasonable method available to locate all lead service lines within its service area. This process shall include, but shall not be limited to:

(1) visual inspection during planned maintenance, meter replacement, and main replacement projects; and

(2) the solicitation and receipt of comments, complaints, and other input from customers and non-paying consumers in the service area.

f. (1) No later than one year after the effective date of this act, a public community water system shall submit, to the department, an updated inventory of service lines in its service area. The updated inventory shall contain the information required by subsection c. of this section, and shall additionally include:

(a) for each service line suspected of containing lead, supporting information detailing the reasons why each such service line is believed to contain lead; and

(b) for each service line identified as being of unknown composition, a description detailing the steps undertaken to determine whether the line contains lead.

(2) The public community water system shall keep the department informed of its progress pursuant to this subsection, through the annual reports submitted pursuant to the provisions of section 7 of this act. If a public community water system exhausts all other methods of identifying a service line, including the use of new technologies that become available, the department may require excavation, as necessary, to identify the service line.

g. Beginning two years after the effective date of this act, and until such time as all lead service lines have been replaced in accordance with this act, a public community water system shall annually submit to the department:

(1) an updated service line inventory that meets the requirements of subsection f. of this section; and

(2) a statement certifying that the public community water system is in compliance with the provisions of this act.

h. A public community water system shall provide its most recent service line inventory, upon request and at no cost, to appropriate State officials or to the local government officials of a municipality served by the public community water system. A public community water system shall make its most recent service line inventory available on its Internet website. For public community water systems serving fewer than 3,300 customers, whenever an Internet website is not available, the public community water system shall make its most recent service line inventory available in another publicly accessible location.

C.58:12A-43 Written notice of composition of service line.

4. a. No later than 30 days after submitting an initial service line inventory to the department pursuant to subsection c. of section 3 of this act, and periodically thereafter as the department may require, a public community water system shall send, to each customer and non-paying consumer served by a lead service line in the service area, and to any off-site owner of property served by a lead service line in the service area, written notice of the composition of the service line.

b. A notice provided pursuant to this section shall:

(1) be sent, by certified mail, to each residential, commercial, or institutional address affected by the known lead service line and addressed to the primary resident or commercial

or institutional occupant thereof, as appropriate. Notice shall be sent to all affected addresses, as provided in this paragraph, regardless of whether the resident or occupant is a system customer or is a non-paying consumer;

(2) be sent, by certified mail, to each off-site owner of property affected by the known lead service line and addressed to the property owner's last known address, as determined through the review of local property tax and other available records;

(3) be included in a mailing that is separate and distinct from the water bill that is issued for the property. The notice shall contain large, easily readable text and be presented on distinctly colored paper or other paper that is easily distinguishable from the water billing statement; and

(4) include, at a minimum: (a) a list of the lead service lines that are being used to serve the customer or non-paying consumer; (b) information describing the sources of lead in drinking water, including lead service lines and household plumbing; (c) a description of the health effects of lead exposure; and (d) the steps that system customers and non-paying consumers in the service area can take to reduce their exposure to lead in drinking water.

c. If the recipient of notice provided pursuant to this section is the owner or operator of an apartment building, group home, or other multi-family or multi-unit dwelling, such owner or operator shall provide a hard copy of the notice to each existing resident of the multi-family or multi-unit dwelling and shall additionally post a copy of the notice in a conspicuous location in a common area of the dwelling. The owner or operator shall also inform each new resident of the multi-family or multi-unit dwelling, prior to their residence, about the existence of the lead service line, and shall provide each new resident with a hard copy of the notice received pursuant to this section, upon the commencement of their residence. A notice posted in a common area of a multi-family or multi-unit dwelling, pursuant to this subsection, may be removed only after all of the lead service lines identified in the notice have been replaced and determined to be non-lead service lines.

d. If a public community water system serves a municipality in which the primary language of 10 percent or more of the residents is a language other than English, the public community water system shall provide the notice required pursuant to subsection a. of this section in both English and the other language spoken by residents.

C.52:12A-44 Submission of initial plan for replacing all lead service lines.

5. a. No later than 12 months after the effective date of this act, each public community water system shall submit, to the department, an initial plan for replacing all lead service lines within its service area. The plan shall be annually updated to be consistent with the annual updates to the system's service line inventory, which are required pursuant to section 3 of this act, and shall remain in effect until all lead services lines within the system's service area have been identified and replaced.

b. Each lead service line replacement plan and annual update thereto shall:

(1) provide for the average annual replacement of at least 10 percent of all lead service lines that were known to, and identified by, the public community water system on the date it submitted its initial service line replacement plan to the department, pursuant to subsection a. of this section;

(2) provide for the replacement of all lead service lines within the system's service area, no later than 10 years after the effective date of this act, regardless of whether the lines were known or unknown to the public community water system on the date that it submitted its initial plan to the department pursuant to subsection a. of this section. Each public community water system in the State shall be encouraged to complete the replacement of all

lead service lines in its service area within 10 years after the effective date of this act, as provided in the system's lead service line replacement plan; however, notwithstanding the provisions of this paragraph to the contrary, the public community water system shall be authorized to continue lead service line replacement activities for a maximum period of 15 years if necessary to enable the system to fully comply with the provisions of this act;

(3) include a plan for notifying consumers of health effects and steps they may take to reduce their exposure to lead before and after any lead service line replacement; and

(4) include any other information or certifications required by the department.

c. (1) Except during an emergency, such as a water main or service line break, or during a water main replacement, a public community water system shall not conduct a partial replacement of a lead service line. In all instances, the public community water system shall make a good faith effort to replace the entire lead service line and shall conduct a partial replacement only as a last resort. A partial replacement of a lead service line shall not count toward the public community water system's replacement requirements pursuant to subsection b. of this section.

(2) A public community water system shall not suspend the water service of a customer solely because of a denial of access to the property owner-side of a lead service line for the replacement of a lead service line pursuant to this act.

d. (1) A public community water system may apply for, and the department may approve, a reasonable extension of any target or deadline set forth in this section if the public community water system demonstrates to the department that the extension is necessary to meet a service reliability demand or public health need, not related to lead abatement, within the system.

(2) A government entity that owns a public community water system may apply for, and the department, in consultation with the Division of Local Government Services in the Department of Community Affairs, may approve, a reasonable extension of any target or deadline set forth in this section if the government-owned system demonstrates to the department that the extension is necessary because the system or the municipality is experiencing financial distress.

e. Notwithstanding the provisions of R.S.40:56-1 to the contrary, any costs incurred by a government-owned public community water system to assess or replace a lead service line pursuant to this act, excluding any portion funded by grants or other subsidies, may be borne by all of the customers of the government-owned public water system or may be assessed to a property of a property owner in the same manner as provided for the assessment of local improvements, pursuant to R.S.40:56-1 et seq., upon notice to the Director of the Division of Local Government Services in the Department of Community Affairs.

C.58:12A-45 Bearing of project costs.

6. a. Notwithstanding the provisions of any law, rule, regulation, or order to the contrary, 100 percent of the costs associated with undertaking and funding the replacement of lead service lines pursuant to this act, excluding any portion funded by grants or other subsidies, shall be borne by all of the customers, in the State, of an investor-owned public community water system and shall be included in the investor-owned public community water system's rate base or otherwise be recoverable from the system's customers, in a manner determined by the board. In making a determination under this subsection, the board shall stipulate that:

(1) the proportionate share of project costs for the replacement of the system side of a lead service line may be incorporated into the rate base as capital assets of the investor-

owned public community water system or may be recovered through the use of a Distributed System Improvement Charge as allowed under existing law; and

(2) the proportionate share of project costs for the replacement of the property-owner side of a lead service line, including the investor-owned public community water system's embedded cost of debt, as authorized in its most recent base rate case, shall be treated as an operation and maintenance cost, with no cost of equity additive. Costs for the replacement of property-owner side lead service lines incurred since the investor-owned public community water system's last base rate case and incurred until all property-owner side lead service lines have been eliminated from the investor-owned public community water system shall be recoverable on a semi-annual basis through a separate lead service line expense surcharge and not imbedded into base rates.

b. In order to recoup the costs of lead service line replacements from its customers, as provided by subsection a. of this section, an investor-owned public community water system shall submit to the board, for approval at its next general rate case proceeding, a petition that includes a proposal for cost recoupment. The proposal shall contain the following information:

(1) the estimated total cost to replace both the property-owner side and the system side of all lead service lines that lie within, or are connected to, the system's service area, including, but not limited to, the estimated total cost to evaluate service lines of unknown composition and to replace both the property-owner side and system side of any such lines that are determined to be lead service lines, and an estimated range for the annual cost to be incurred by the system under the system's current lead service line replacement plan;

(2) the availability of grants or low interest loans and whether the investor-owned public community water system plans to use available grants or low interest loans to help the system finance or reduce lead service line replacement costs, including a detailed description of any efforts made by the system to secure such financing;

(3) the investor-owned public community water system's proposed rate treatment of the replacement costs, including:

(a) any proposed deferred accounting treatment of the costs;

(b) the proposed rate base treatment of the costs, and whether and how the system is planning to effectuate system side cost recoupment through the use of a Distributed System Improvement Charge or alternate recoupment methodology approved by the board;

(c) the proposed operations and maintenance expense treatment of the costs; and

(d) the average monthly residential bill impact of the proposed rate treatment of the costs;

(4) a description of how the replacement of lead service lines will be accomplished in conjunction with other replacement projects in the system's service area;

(5) the estimated savings, per lead service line, that will be achieved by requiring the investor-owned public community water system, and not the property owner, to replace the property-owner sides of lead service lines in the service area; and

(6) the means and methods that will be used by the system to:

(a) inform all system customers and non-paying consumers in the system's service area about the system's lead service line replacement plan; and

(b) document each customer's consent, or lack of consent, to the replacement of a lead service line.

c. Before an investor-owned public community water system may be authorized by the board to recoup the costs of lead service line replacements from its customers, pursuant to this section, the board shall ensure that the department has received the system's inventory, as required by section 3 of this act.

C.58:12A-46 Report detailing progress in replacing lead service lines.

7. No later than December 31 of each year, a public community water system shall submit to the department, in a form and manner to be determined by the department, a report detailing the public community water system's progress in replacing lead service lines pursuant to this act. A public community water system shall make its report available on its Internet website. If an Internet website is not available, the public community water system shall make its report available in another publicly accessible location. If the department determines, based on the information provided by the public community water system pursuant to this section, that the system has completed the replacement of all lead service lines within the system's service area, the system shall no longer be required to submit a report pursuant to this section.

C.58:12A-47 Rules, regulations.

8. a. The Department of Environmental Protection may adopt, pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), any rules and regulations necessary to implement the provisions of this act.

b. The Board of Public Utilities may adopt, pursuant to the "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et seq.), any rules and regulations necessary to implement the provisions of this act.

c. The Department of Environmental Protection and the Board of Public Utilities shall consult with one another and with the Division of Local Government Services in the Department of Community Affairs when adopting rules and regulations pursuant to this section.

9. This act shall take effect immediately.

Approved July 22, 2021.



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Resident
Mountain Lakes, NJ 07046

Re: Notice of Lead Service Line Material

In July 2021, P.L.2021, Ch.183 (Law) was enacted, requiring all community water systems to replace lead service lines in their service area within 10 years. Under the law, the Borough of Mountain Lakes Water Department is required to notify customers, non-paying consumers, and any off-site owner of a property (e.g., landlord) when it is known they are served by a lead service line. Our service line inventory is available at <https://mtnlakes.org/service-line-info>. Our most recent service line inventory indicates that the above address has a lead service line.

A service line is a portion of pipe that connects the water main to the building inlet as seen in the photo below. Ownership of the service line varies by water system, but for the Borough of Mountain Lakes, the service line is owned partially by the water system and property owner. The service line materials on the water system side are lead and the service line materials on the property owner side are lead.

The Borough of Mountain Lakes Water Department is in the process of developing a lead service line replacement program. Information on this program will be available at <https://mtnlakes.org/service-line-info>. If you are planning to replace your lead service line, contact us at 973-334-3131, extension 2303 prior to replacement so that we can coordinate our efforts.

Health Effects of Lead

Lead can cause serious health problems if too much enters your body from drinking water or other sources. It can cause damage to the brain and kidneys and can interfere with the production of red blood cells that carry oxygen to all parts of your body. The greatest risk of lead exposure is to infants, young children, and pregnant women. Scientists have linked the effects of lead on the brain with lowered IQ in children. Adults with kidney problems and high blood pressure can be affected by low levels of lead more than healthy adults. Lead is stored in the bones, and it can be released later in life. During pregnancy, the child receives lead from the mother's bones, which may affect brain development. Contact your local health department or healthcare provider to find out how you can get your child tested for lead if you are concerned about lead exposure. You can find out more about how to get your child tested and how to pay for it at <https://www.state.nj.us/health/childhoodlead/testing.shtml>.

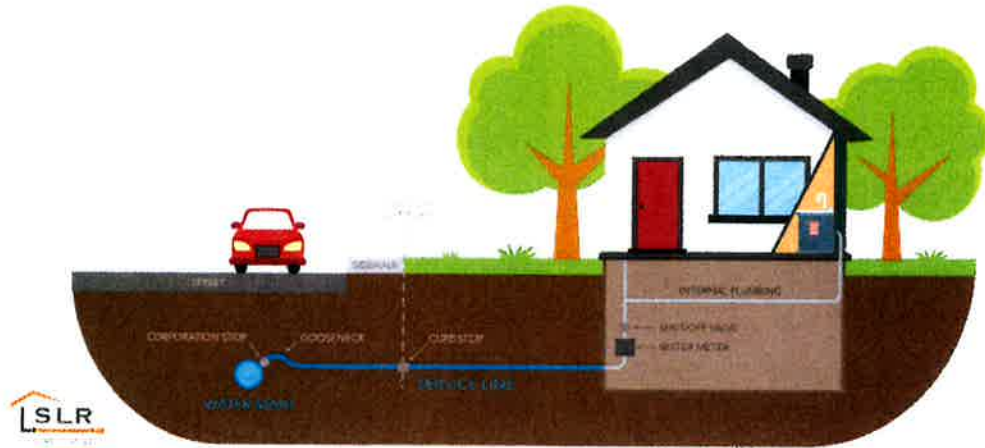


Image from: Lead Service Line Replacement Collaborative (2021)

Sources of Lead in Drinking Water

Although most lead exposure occurs from inhaling dust or from contaminated soil, or when children eat paint chips, the U.S. Environmental Protection Agency (USEPA) estimates that 10 to 20 percent of human exposure to lead may come from lead in drinking water. Infants who consume mostly mixed formula can receive 40 percent to 60 percent of their exposure to lead from drinking water. Lead is rarely found in the source of your drinking water but enters tap water through corrosion, or wearing away, of materials containing lead in the water distribution system and household plumbing materials. These materials include lead-based solder used to join copper pipes, brass, and chrome-brass faucets, and in some cases, service lines made of or lined with lead.

New brass faucets, fittings, and valves, including those advertised as “lead-free”, may still contain a small percentage of lead, and contribute lead to drinking water. The law currently allows end-use brass fixtures, such as faucets, with up to 0.25 percent lead to be labeled as “lead free”. However, prior to January 4, 2014, “lead free” allowed up to 8 percent lead content of the wetted surfaces of plumbing products including those labeled National Sanitation Foundation (NSF) certified. Visit the NSF website at www.nsf.org to learn more about lead containing plumbing fixtures. Consumers should be aware of this when choosing fixtures and take appropriate precautions.

When water stands in lead service lines, lead pipes, or plumbing systems containing lead for several hours or more, the lead may dissolve into your drinking water. This means the first water drawn from the tap in the morning, or later in the afternoon if the water has not been used all day, can contain fairly high levels of lead.

Steps You Can Take to Reduce Exposure to Lead in Drinking Water

For a full list of steps visit: <https://www.state.nj.us/dep/watersupply/dwc-lead-consumer.html>

1. **Run the cold water to flush out lead.** Let the water run from the tap before using it for drinking or cooking any time the water in the faucet has gone unused for more than six hours. The longer the water resides in plumbing the more lead it may contain. Flushing the tap means running the cold-water faucet. Let the water run from the cold-water tap based on the length of the lead service line and the plumbing configuration in your home. In other words, the larger the home or building and the greater the distance to the water main (in the street), the more water it will take to flush properly. Although toilet flushing or showering flushes water through a portion of the plumbing system, you still need to flush the water in each faucet before using it for drinking or cooking. Flushing tap water is a simple and inexpensive measure you can take to protect your health. It usually uses less than one gallon of water.
2. **Use cold, flushed water for cooking and preparing baby formula.** Because lead from lead-containing plumbing materials and pipes can dissolve into hot water more easily than cold water, never drink, cook, or prepare beverages including baby formula using hot water from the tap. If you have not had your water sampled or if you know, it is recommended that bottled or filtered water be used for drinking and preparing baby formula. If you need hot water, draw water from the cold tap and then heat it.
3. **Do not boil water to remove lead.** Boiling water will not reduce lead; however, it is still safe to wash dishes and do laundry. Lead will not soak into dishware or most clothes.
4. **Use alternative sources or treatment of water.** You may want to consider purchasing bottled water or a water filter. Read the package to be sure the filter is approved to reduce lead or contact NSF International at 800-NSF-8010 or www.nsf.org for information on performance standards for water filters.
5. **Determine if you have interior lead plumbing or solder.** If your home/building was constructed prior to 1987, it is important to determine if interior lead solder or lead pipes are present. You can check yourself, hire a licensed plumber, or check with your landlord.
6. **Replace plumbing fixtures and service lines containing lead.** Replace brass faucets, fittings, and valves that do not meet the current definition of "lead free" from 2014 (as explained above). Visit the NSF website at www.nsf.org to learn more about lead containing plumbing fixtures. If you are planning to replace your lead service line, contact us at 973-334-3131, extension 2303.
7. **Remove and clean aerators/screens on plumbing fixtures.** Over time, particles and sediment can collect in the aerator screen. Regularly remove and clean aerators screens located at the tip of faucets and remove any particles.
8. **Test your water for lead.** Call us at 973-334-3131 extension 2303, to find out how to get your water tested for lead. Testing is essential because you cannot see, taste, or smell lead in drinking water. The Borough of Mountain Lakes Water Department is not responsible for testing but will reimburse if sample is under the instances of a lead and/or copper action level exceedance.

9. **Get your child tested.** Contact your local health department or healthcare provider to find out how you can get your child tested for lead if you are concerned about lead exposure. New Jersey law requires that children be tested for lead in their blood at both 1 and 2 years of age and before they are 6 years old if they have never been tested before or if they have been exposed to a known source of lead.

10. **Have an electrician check your wiring.** If grounding wires from the electrical system are attached to your pipes, corrosion may be greater. Check with a licensed electrician or your local electrical code to determine if your wiring can be grounded elsewhere. DO NOT attempt to change the wiring yourself because improper grounding can cause electrical shock and fire hazards.

11. **Water softeners and reverse osmosis units** will remove lead from water but can also make the water more corrosive to lead solder and plumbing by removing certain minerals; therefore, the installation of these treatment units at the point of entry into homes with lead plumbing should only be done under supervision of a qualified water treatment professional.

For more information, please contact Borough of Mountain Lakes Water Department at 973-334-3131, extension 2303. The owner or operator (e.g., landlord) of a multi-unit dwelling (e.g., apartment building) must distribute this information to every resident. Delivery of a hard copy of the notice must be done by hand, or mail, and by posting the information in a conspicuous location in the common area of each dwelling.

Please share this information with all other people who consume this water at this address, especially those who may not have received this notice directly (for example, people in nursing homes, schools, and businesses). You can do this by posting this notice in a public place or distributing copies by hand or mail.

This notice is being sent to you by the Borough of Mountain Lakes Water Department. State Water System ID#: NJ1425001

Date distributed: 06/01/2022



Bid Proposal for Lead Line Identification

CUSTOMER	MOUNTAIN LAKES BOROUGH HALL 55 POCONO ROAD MOUNTAIN LAKES, NJ 07046	Job Lead Line Identification Bid Date: 03/03/2022 Bid #: 2226491
	Sales Representative Kayla Schultz (M) 845-625-4768 (T) 845-625-4768 Kayla.Schultz@coreandmain.com	Core & Main 660 State Highway 23 Pompton Plains, NJ 07444 (T) 973-835-2153
CONTACT		
NOTES		



Bid Proposal for Lead Line Identification

MOUNTAIN LAKES BOROUGH HALL

Bid Date: 03/03/2022

Core & Main 2226491

Core & Main

660 State Highway 23

Pompton Plains, NJ 07444

Phone: 973-835-2153

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
10	1447	LEAD LINE IDENTIFICATION	EA	15.00	21,705.00
				Sub Total	21,705.00
				Tax	0.00
				Total	21,705.00

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



110 River Road
Flemington, NJ 08822
(908) 782-3740

PROPOSAL

Proposal No: **P326**

Date: **3/22/2022**

Bill To: **Mountain Lakes, Borough**
400 Boulevard
Mountain Lakes, NJ 07046

Project Description: **Service Line Identification**

Item #	Description	Qty	Units	Unit Price	Total
	Project management, database setup, preparation of mailings, scheduling, website appointments, and reporting	1.00	LS	6,000.00	6,000.00
	Interior water service line inspection, photograph, documentation.	1,450.00	EA	50.00	72,500.00
	Each photo will be electronically watermarked with service address & account number				
	The above pricing is based upon non-prevailing wage rates as the work is not deemed to be construction				

Proposal

TOTAL QUOTE: **78,500.00**

Terms: Net 30 Days

Subject to attached Terms and Conditions of Proposal

Submitted by: **Brian Newcomb**

Accepted by: _____

Title: _____

Date: _____

Subject: Re: Lead Line Identification

Date: Monday, March 21, 2022 at 7:06:43 PM Eastern Daylight Time

From: Joseph Lenegan

To: Mitchell Stern

CAUTION: This email has originated from outside of the organization. Do not click links or open attachments unless you

Hi Mitchell,

Sorry but my calendar is full to the end of the year but thank you for thinking of us.

On Mon, Mar 21, 2022 at 3:24 PM Mitchell Stern <mstern@mtnlakes.org> wrote:

Hi Eileen,

I'm looking for a quote to conduct lead line identification for all water service lines within the Borough (approx. 1450 lines).

The quote would be for turn-key (making appointments, identification, photos, etc).

Thanks

Mitchell

Mitchell Stern
Borough Manager

Borough of Mountain Lakes

400 Boulevard
Mountain Lakes, New Jersey 07046

(973) 334-3131 ext: 2006



200 WEST AVE.
OCEAN CITY, NJ
08226

(609) 399-1200

LENEGANPLUMBING@GMAIL.COM

FOLLOW US ON FACEBOOK!

Sent from Gmail Mobile

RESOLUTION AND ORDINANCE REVIEW FOR THE MAY 23, 2022 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R112-22, AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (MOUNTAIN LAKES CLUB V. BOROUGH OF MOUNTAIN LAKES – BLOCK 100, LOT 1 - this resolution authorizes a settlement of a tax appeal for 18 Lake Drive for the years 2014 and 2018-2022 with a refund in the amount of \$65,351.00. The settlement was negotiated and recommended by the Borough Tax Assessor and the Borough Attorney.

R114-22, AUTHORIZING 2022 MUNICIPAL EMPLOYEES' SALARY - this resolution authorizes the specific salaries for full-time and permanent part-time non-union Borough employees for the year 2022. This resolution has been reviewed by the Borough Council Personnel subcommittee.

R115-22, AUTHORIZING THE EXECUTION OF A GOVERNMENT OBLIGATION CONTRACT WITH KS STATE BANK FOR THE PURPOSE OF LEASING TWO 2022 FORD EXPLORER POLICE AWD VEHICLES – this resolution will authorize the Borough to enter into a lease agreement with KS State Bank for the lease of two Ford Explorer Police vehicles at a cost of \$69,275.70.

R116-22, REJECTING ALL BIDS FOR THE FURNISHING & INSTALLATION OF EXTERIOR STONE VENEER AND STUCCO FINISH AT THE MUNICIPAL BUILDING - this resolution authorizes the rejection of all bids received on April 14, 2022. The four bids received were over the amount budgeted for this portion of the project. The recommendation to reject the bids is being made by the Borough Manager and the Borough Hall Public Safety Advisory Committee – construction team members.

R117-22, APPROVING THE PERSON-TO-PERSON AND PLACE-TO-PLACE TRANSFER OF LIQUOR LICENSE #1425-33-005-002 FROM ZERIS BROTHERS INCORPORATED TO HAPGOODS LLC - this resolution authorizes the liquor license transfer from Zeris Brothers Incorporated to Hapgoods LLC with premises located at 44 Midvale Road.

R118-22, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND NEWMARK VALUATION AND ADVISORY – this resolution authorizes the Borough to enter into an agreement with Newmark Valuation and Advisory for professional appraisal services in connection with the acquisition of easements in connection with the Sunset Lake Dam Project.

ORDINANCES TO INTRODUCE

None.

ORDINANCES TO ADOPT

4-22, ORDINANCE AMENDING CHAPTER 26 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES REGARDING THE ESTABLISHMENT AND GOVERNANCE OF THE DEPARTMENT OF POLICE – this ordinance amends the requirements for promotions within the police department as requested by the Chief of Police, in concurrence with the Borough Manager.

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

**BOROUGH OF MOUNTAIN LAKES
MORRIS COUNTY, NEW JERSEY**

ORDINANCE 4-22

**“ORDINANCE AMENDING CHAPTER 26 OF THE REVISED GENERAL ORDINANCES
OF THE BOROUGH OF MOUNTAIN LAKES REGARDING THE ESTABLISHMENT AND
GOVERNANCE OF THE DEPARTMENT OF POLICE”**

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

Section 1. Chapter 26, “Departments,” Article II, entitled “Department of Police,” is hereby amended to read in its entirety, as follows:

**ARTICLE II
Department of Police**

§ 26-3 Establishment of the Police Department.

There is hereby created in and for the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, a Police Department.

§ 26-4 Composition.

- A. The Mountain Lakes Police Department shall consist of no more than a Chief of Police, and one (1) Lieutenant, five (5) Sergeants, and a maximum of twenty (20) police officers, to be appointed to these positions by the Chief of Police with the approval of the appropriate authority and with the budgetary approval of the governing body, as public may require.
- B. In addition, the Police Department may employ clerical personnel and other employees to assist its officers in preserving peace and good order in the Borough.

§ 26-5 Purpose of the Police Department.

The Police Department shall preserve the public peace; protect life and property; detect, arrest and prosecute offenders of the laws of New Jersey and the ordinances of the Borough of Mountain Lakes; direct and control traffic; provide attendance and protection during emergencies; make appearances in court; cooperate with all other law enforcement agencies; and provide training for the efficiency of its members.

§ 26-6 Designation of Appropriate Authority.

Pursuant to N.J.S.A. 40A:14-118, the Borough Manager is hereby designated as the appropriate authority. The Borough Manager, as the personnel officer of the Borough, shall have full charge of all matters pertaining to personnel administration, including serving as hearing officer and/or appointing an independent hearing officer to hear disciplinary charges filed pursuant to N.J.S.A. 40A:14-147.

§ 26-7 Rules and Regulations.

The Borough Manager shall, from time to time as may be necessary, adopt and amend the rules and regulations for the government and discipline of the Police Department and employees thereof. Said rules and regulations may fix and provide for the enforcement of such rules and regulations and the enforcement of penalties for the violation of such rules and regulations. All employees of the Police Department shall be subject to such rules and regulations and penalties.

§ 26-8 Chief of Police; powers and duties.

The Chief of Police shall be appointed by the Borough Manager and confirmed by the Council and, prior to his/her appointment, shall be qualified through training and experience in police administration. The Chief of Police shall be the head of the Department of Police and shall be directly responsible to the Borough Manager for the Department's efficiency and day-to-day operations. The Chief of Police shall:

- A. Develop, administer and recommend to the Borough Manager and enforce rules and regulations for the governance of the Department of Police and issue directives for the disposition and discipline of the Department personnel.
- B. Exercise and discharge the powers and duties of the Department.
- C. Prescribe the duties and assignments of all subordinates and other personnel.
- D. Delegate such authority as may be necessary for the efficient operation of the Department, the exercise of which will be under his direction and supervision.
- E. Report at least monthly to the Borough Manager regarding the operation of the Department during the preceding month and make such other reports as may be requested by the Borough Manager.

§ 26-9 Special Law Enforcement Officers.

The Borough Manager may appoint from time to time special law enforcement officers in accordance with New Jersey statutes for terms not exceeding one year. Such appointees shall possess and exercise all the powers and duties provided by said statutes during their term in office but shall not be continued as regular members of the Department of Police. The Chief of Police may authorize special law enforcement officers, when on duty, to exercise the same powers and authority as regular officers of the Department of Police, including the carrying of firearms and the power of arrest, except as specifically set forth in N.J.S.A. 40A:14-146.14 and 40A:14-146.15. Special law enforcement officers shall not be utilized to supplant regular Police Officers on Borough assigned extra-duty assignments. Special law enforcement officers are subject to the Borough of Mountain Lakes Police Department's Written Directive System, where applicable.

§ 26-10 Suspension and Removal of Officers and Members.

- A. No permanent member or officer of the Department of Police shall be removed from his officer, employment or position for any cause other than incapacity, misconduct or disobedience of the rules and regulations established for the governance of the Department of Police, nor shall such member or officer be suspended, reduced in rank, removed or fired from or in office, employment or position except for just cause as hereinbefore provided and then only upon a written complaint setting forth the charge or charges against such member or officer. Said complaint shall be filed with the Chief of Police, or with the Borough Manager in the event that the charge is against the Chief of Police, wherein the complaint is made and a copy shall be served upon the member or officer so charged, with notice of a designated hearing date thereon, which shall not be less than 10 nor more than 30 days from the date of the service of the complaint. If either party requests an adjournment, the statutory time period for holding a hearing is hereby waived. The charged party shall notify the Chief of Police, or his designee, in writing if the charged party requests a public hearing on the disciplinary matter.
- B. In all disciplinary matters, the Borough Manager shall serve as hearing officer and shall have the power and authority to dispose of the charges against the accused. In accordance with N.J.S.A. 40A:14-118, the Borough Manager is designated as the appropriate authority and shall possess the right to appoint an independent hearing officer to hear disciplinary charges filed pursuant to N.J.S.A. 40A:14-147.
- C. Hearing procedures.
 - 1) The Borough Manager, as hearing officer, shall have the power to subpoena witnesses and may have the benefit of the advice of the Borough Attorney at the hearing. The Borough Manager may appoint special counsel to prosecute charges and present evidence on behalf of the Borough. All parties shall attend a hearing unless excused by the Borough Manager. Every party to a hearing shall be entitled to present his case and be represented by legal counsel; request a subpoena of witnesses to: testify or produce pertinent documentary evidence; cross-examine witnesses or participants at a hearing and any other persons who may have investigated any matter involved in the hearing; and impeach any witness and present any affidavit, exhibits or other evidence at said hearing, but which shall not be binding.
 - 2) The New Jersey Rules of Evidence shall apply as a general guideline for the orderly presentation of evidence at said hearing but shall not be binding.

- 3) The hearing officer shall render a written decision as soon as possible after the conclusion of the hearing and without undue delay shall provide for a true copy of the decision to be served upon each party to the hearing.

§ 26-11 School Crossing Guards.

Pursuant to N.J.S.A. 40A:9-154.1 et. Seq., the Chief of Police may, from time to time, appoint as school crossing guards such persons as he shall deem to be qualified for such position. The powers and duties of school crossing guards shall be limited to the protection of children while on public thoroughfares in the Borough of Mountain Lakes in connection with the attendance of such children at the several schools in said Borough and to the direction and regulation of pedestrian and vehicular traffic at the various street intersections and crossings where they may be stationed. While on active duty, school crossing guards shall be under the jurisdiction of and subject to the order of the officers of the Mountain Lakes Police Department.

§ 26-12 Appointment, Promotion and Credit for Military Service.

- A. Appointment. No person shall be appointed to the Department of Police who is not qualified as provided by the laws of the State of New Jersey. Applicants seeking employment to the Department of Police shall either possess a bachelor's degree from an accredited college or university in a police science or law enforcement curriculum or must be awarded said degree prior to completion of their probationary employment period with the Department of Police. The Borough Manager may approve the hiring of an individual who has a bachelor's degree in another curriculum, provided that it has a direct benefit to the Borough and Department of Police, or extend the deadline for being awarded said degree beyond completion of the probationary employment period. Applicants seeking appointment to the Department of Police shall successfully complete both a physical and psychological examination which shall be conducted in accordance with all applicable laws and administrative regulations of the State of New Jersey.

B. Promotion

- I) All officers must meet the following requirements to be eligible for promotion within the Mountain Lakes Police Department:
 - a. Requirements for promotion to Sergeant:
 1. Three (3) years' experience as a police officer.
 2. Successful completion of a first-line supervisor training program within a year following promotion.
 3. A bachelor's degree in a college curriculum approved by the Borough Manager.
 - b. Requirement for promotion to Lieutenant:
 1. One (1) year experience as a Police Sergeant, or when no Sergeant is eligible, five years' experience as a police officer.
 2. Successful completion of a recognized supervisory/management program.
 3. A bachelor's degree in a college curriculum approved by the Borough Manager.
 - c. Requirement for promotion to Chief of Police.
 1. Two (2) years' experience as a Police Lieutenant; or when no Lieutenant is eligible, five (5) years' experience as a Police Sergeant; or when no Lieutenant or Sergeant is eligible, ten (10) years' experience as a Police Officer.
 2. Successful completion of a recognized supervisory/management program.
 3. A bachelor's degree in a college curriculum approved by the Borough Manager.

- C. Credit for military service.
 - 1) The Borough will accept those credits given by a college or university towards a degree requirement for military service time.
 - 2) The Borough will accept only those credits earned through an accredited college or university in satisfaction of the aforementioned appointment and promotional requirement. "Accredited," as used herein, shall mean those colleges and universities that have received an accredited designation from a regional accreditation association (e.g. Middle States Commission on Higher Education).
- D. The aforementioned appointment and promotion requirements shall supersede any previous requirements established and utilized by the Borough.
- E. The Borough Manager shall be responsible for establishing criteria and requirements for promotions within the Department of Police, including but not limited to oral and written examinations, psychological examinations, evaluation criteria, testing procedures and curriculum schedules.

§ 26-13 Extra Duty Assignments.

- A. Members of the Department of Police and special police officers shall be permitted to accept extra duty assignments as safety or security personnel for private entities and school districts under the following terms and conditions:
 - 1) Such extra duty shall be at such times as will not interfere with the efficient performance of regularly scheduled or emergency duty for the Borough and shall in no event be performed during a regular duty shift.
 - 2) Private entities and school districts shall pay to the Borough such hourly sum as may be fixed from time to time by Borough Council resolution as compensation for such service. The Borough shall remit to the police officer performing the duty such portion of the hourly rate as is not required for administrative expense, all as fixed by resolution of the Borough Council.
 - 3) Before accepting any such extra duty assignment, a member of the Department of Police or special police officer shall obtain the approval of the Chief of Police, which shall be granted if, in the opinion of the Chief, the assignment would not be inconsistent with the efficient functioning and good reputation of the Department.
- B. The Chief of Police and the Borough Treasurer shall establish and implement such administrative procedures as are necessary and desirable in dealing with private entities and school districts, as hereinabove set forth.

Section 2. Chapter 26, "Departments," Article III, entitled "Volunteer Fire Department," Sections 26-11 through 26-22, are hereby amended to be re-codified as Sections 26-14 through 26-26.

Section 3. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 4. All Ordinances or parts of Ordinances, which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

Mitchell Stern, Acting Borough Clerk

Introduced: 5/9/22

Adopted: 5/23/22

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

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

RESOLUTION 112-22

**“RESOLUTION AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (MOUNTAIN LAKES CLUB v.
BOROUGH OF MOUNTAIN LAKES – BLOCK 100, LOT 1)”**

WHEREAS, a tax appeal has been filed in the Tax Court of New Jersey captioned “Mountain Lakes Club v. Borough of Mountain Lakes” challenging the 2014; 2018-2020; 2021 and 2022 tax assessments on Block 100, Lot 1 (18 Lake Drive); 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 “Mountain Lakes Club 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 May 23, 2022.

Mitchell Stern, Acting Municipal Clerk

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

Memo



To: Mayor and Members of the Borough Council
From: Robert H. Oostdyk, Jr., Esq.
Date: May 17, 2022
Re: Mountain Lakes Club. v. Borough of Mountain Lakes
Block 100, Lot 1

The Borough Assessor has recommended a settlement in the above-referenced tax appeal. The subject property is located at 18 Lake Drive and is utilized as private club. It is the subject of appeals filed in 2014, 2018, 2020 through 2022. The property was assessed at \$4,438,300 in 2014 and 4,000,000 from 2018 through 2020 then reduced to \$2,900,000 in 2021 and increased to 3,150,000 in 2022. The Tax Assessor was able to negotiate a settlement wherein the assessment will be reduced as shown in the chart below. The settlement is recommended by the Borough Tax Assessor and has been accepted by the taxpayer. The total tax refund will be \$65,351.

TITLE	YEAR	ORIGINAL ASSESSMENT	PROPOSED ASSESSMENT	DIFFERENCE	RATE	TAX REFUND
	2014	\$4,438,000	\$4,438,000	\$0		\$0
	2018	\$4,000,000	\$3,300,000	\$700,000	\$2.628	\$18,396
	2019	\$4,000,000	\$3,300,000	\$700,000	\$2.705	\$18,935
	2020	\$4,000,000	\$3,000,000	\$1,000,000	\$2.802	\$28,020
	2021	\$2,900,000	\$2,900,000	\$0		\$0
	2022	\$3,150,600	\$3,150,600	\$0		\$0

SPIOTTI & ASSOCIATES, P.C.

Robert E. Spiotti (NJ Attorney ID No. 041862006)

612 Godwin Ave.

Midland Park, New Jersey 07432

Phone (973) 310-2020 / Fax (973) 575-0272 / E-Mail rspiotti@spiottilaw.com*Attorneys for Plaintiff***MOUNTAIN LAKES CLUB,**

Plaintiff,

v.

MOUNTAIN LAKES BORO,

Defendant.

TAX COURT OF NEW JERSEY**Tax Court Dkt. No(s). 005895-2014; 010861-2018;
008925-2020; 008930-2021; 005910-2022****Civil Action
Stipulation of Settlement**

(Local Property Tax)

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted and a judgment entered as follows:

Block 100	Lot 1	Unit Qualifier
Street Address 018 LAKE DR		Year 2014

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land	\$ 1,188,300	\$	\$ 1,188,300
Improvements	\$ 3,250,000	\$ n/a	\$ 3,250,000
Total	\$ 4,438,300	\$	\$ 4,438,300

Block 100	Lot 1	Unit Qualifier
Street Address 018 LAKE DR		Year 2018

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land	\$ 1,188,300	\$	\$ 1,188,300
Improvements	\$ 2,811,700	\$ n/a	\$ 2,111,700
Total	\$ 4,000,000	\$	\$ 3,300,000

Stipulation of Settlement	Docket No(s): 005895-2014; 005895-2014; 010861-2018; 008925-2020; 008930-2021; 005910-2022
----------------------------------	--

Block 100	Lot 1	Unit Qualifier
Street Address 018 LAKE DR		Year 2020

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land	\$ 1,188,300	\$	\$ 1,188,300
Improvements	\$ 2,811,700	\$ n/a	\$ 1,811,700
Total	\$ 4,000,000	\$	\$ 3,000,000

Block 100	Lot 1	Unit Qualifier
Street Address 018 LAKE DR		Year 2021

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land	\$ 1,023,800	\$	\$ 1,023,800
Improvements	\$ 1,876,200	\$ n/a	\$ 1,876,200
Total	\$ 2,900,000	\$	\$ 2,900,000

Block 100	Lot 1	Unit Qualifier
Street Address 018 LAKE DR		Year 2022

	Original Assessment	County Tax Board Assessment	Requested Tax Court Judgment
Land	\$ 1,023,800	\$	\$ 1,023,800
Improvements	\$ 2,126,800	\$ n/a	\$ 2,126,800
Total	\$ 3,150,600	\$	\$ 3,150,600

2. The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year **2019** and , therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year under appeal 2018, to Tax Year 2019. The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply to any other Judgment or year.

Stipulation of Settlement	Docket No(s): 005895-2014; 005895-2014; 010861-2018; 008925-2020; 008930-2021; 005910-2022
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3. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
4. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
5. The parties agree that the 2023 Assessment shall be set at \$2,700,000. Neither party shall file an appeal to the State Tax Court or County Board of Taxation, other than to effectuate the terms of this settlement.
6. Plaintiff agrees to waive any interest that may be due from this settlement provided the refund resulting from the requested assessment is received within sixty (60) days from the date the Tax Court Management Office enters Judgment in this matter.
7. Any refund(s) due as a result of this Stipulation will be made payable to "Spiotti & Associates, P.C. – Attorney Trust Account" and mailed to the attention of Robert E. Spiotti, Esquire c/o Spiotti & Associates, P.C. – 612 Godwin Ave., Midland Park, New Jersey 07432.

May 9, 2022

Date



Signature of Plaintiff or Attorney for Plaintiff
Robert E. Spiotti, Esquire
SPIOTTI & ASSOCIATES, P.C.

Date

Signature of Attorney for Defendant
Robert Oostdyk, Esquire
MURPHY MCKEON PC

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

RESOLUTION 113-22

“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 **May 23, 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 May 23, 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: 05/23/2022 For bills from 05/12/2022 to 05/19/2022

Check#	Vendor	Description	Payment	Check Total
20406	219 - ACCESS	PO 25084 2022 ARCHIVE SERVICES - CUST# 156NFY0479	66.76	66.76
20407	196 - ALLIED OIL	PO 25173 DPW - UNLEADED FUEL	8,822.76	
		PO 25209 DPW - UNLEADED DUEL	81.00	8,903.76
20408	189 - ANCHOR ACE HARDWARE	PO 24615 POLICE - SUPPLIES - BLANKET 2022	26.56	
		PO 24667 DPW - DEPARTMENT SUPPLIES - BLANKET	132.15	
		PO 24931 WATER DEPARTMENT SUPPLIES - BLANKET	180.19	
		PO 24932 RECREATION DEPARTMENT SUPPLIES - BLANKET	80.33	419.23
20409	102 - ANDERSON & DENZLER ASSOC., INC	PO 25221 MARCH 2022 PROFESSIONAL SERVICES	173.20	
		PO 25221 MARCH 2022 PROFESSIONAL SERVICES	866.00	
		PO 25221 MARCH 2022 PROFESSIONAL SERVICES	1,767.20	
		PO 25221 MARCH 2022 PROFESSIONAL SERVICES	2,051.60	4,858.00
20410	4163 - APPRAISAL SYSTEMS, INC.	PO 25216 2022 PROFESSIONAL SERVICE FOR REASSESSME	5,000.00	5,000.00
20411	3973 - ARCARI & IOVINO ARCHITECTS, PC	PO 23185 BORO HALL: CONSTRUCTION ADMINISTRATION P	3,220.34	3,220.34
20412	191 - ASSOC OF NJ ENVIRONMENTAL COMM	PO 25215 2021 - ENVIRONMENTAL REGISTRATION	25.00	25.00
20413	269 - BEYER FORD, LLC	PO 25182 DPW - VEHICLE REPAIR	316.15	316.15
20414	3617 - BLOOMFIELD HEALTH DEPARTMENT	PO 25214 2022 PUBLIC HEALTH SERVICES CONTRACT - B	6,746.00	6,746.00
20415	2775 - CAPITOL SUPPLY CONSTRUC PROD, INC	PO 25132 WATER DEPARTMENT - EQUIPMENT - BLANKET	1,024.16	1,024.16
20416	2147 - CCTMO LLC	PO 25199 MAY 2022 - CELL TOWER REIMBURSEMENT CROW	1,941.55	1,941.55
20417	440 - CDW GOVERNMENT	PO 25082 FINANCE MONITORS	990.00	990.00
20418	3548 - CHRISTOPHER SOMJEN	PO 25205 POLICE: TUITION REIMBURSEMENT	3,328.00	3,328.00
20419	506 - DAN COMO & SONS, INC	PO 25197 DPW - LEAF/BRUSH REMOVAL - BLANKET	1,120.00	1,120.00
20420	576 - DAVE'S TIRE, LLC	PO 25190 POLICE: TIRES	305.82	305.82
20421	639 - DIXON BROTHERS, INC	PO 25014 DPW - DIESEL FUEL EXPENSE - BLANKET	186.94	186.94
20422	4138 - EASTERN CONCRETE MATERIALS, INC	PO 25234 BH: RENOVATIONS - SAND/STONE DELIVERY	1,666.67	1,666.67
20423	4262 - FELDMAN LUMBER - US LBM, LLC	PO 25152 BH: RENOVATIONS/SHEATHING	2,654.56	2,654.56
20424	1170 - FERGUSON ENTERPRISES #501	PO 24988 BH: RENOVATIONS/PLUMBING - BLANKET	764.00	764.00
20425	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 25142 DPW - SIGNS	30.36	30.36
20426	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 25188 2022 ARCHIVE STORAGE - BLANKET- 2-4 QTR	85.00	85.00
20427	152 - HD SUPPLY CONST & INDUST- WHITECAP	PO 25235 BH: RENOVATIONS - MISC SUPPLIES	1,413.00	1,413.00
20428	911 - HOME DEPOT CREDIT SERVICES	PO 24772 DPW / WATER DEPT / BH RENO - BLANKET	34.16	
		PO 25005 RECREATION DEPARTMENT - BEACH REPAIRS	660.98	
		PO 25116 ISLAND BEACH MAINTENANCE	661.20	
		PO 25172 DPW / WATER DEPT / RECREATION - BLANKET	110.91	
		PO 25198 RECREATION DEPARTMENT - ISLAND BEACH REP	122.75	1,590.00
20429	4209 - HUNTER CARRIER SERVICES	PO 24984 ADMIN: 2022 INTERIM PHONE SYSTEM - ACCT	964.72	964.72
20430	4246 - J. HARRIS ACADEMY OF POLICE TRAINING, LL	PO 25150 POLICE: TRAINING	198.00	198.00
20431	4234 - JAG CAR WASH HOLDINGS, LLC	PO 24563 POLICE: 2022 CAR WASHES - BLANKET	120.00	120.00
20432	859 - JCP&L	PO 25228 M/A #200 000 054 011/ BILL DATE: MAY 6,	709.02	
		PO 25229 M/A #200 000 053 658 / BILL DATE: MAY 06	987.77	1,696.79
20433	859 - JCP&L	PO 25236 MAST ACCT# 200 000 021 275 / BILL DATE:	8,698.91	8,698.91
20434	859 - JCP&L	PO 25237 M/A #200 000 020 764: BILL DATE: MAY 12,	312.50	
		PO 25238 MAST ACCT#200 000 054 011/ BILL DATE: AP	5.88	
		PO 25239 MASTER ACCT# 200 000 569 000 - APR 25, 2	3,769.75	
		PO 25240 MASTER ACCT#200 000 574 000/ BILL DATE:	69.66	4,157.79
20435	3789 - JPMONZO, MUNICIPAL CONSULTING LLC.	PO 25043 FINANCE: WEBINAR	50.00	50.00
20436	4231 - KUIKEN BROTHERS COMPANY	PO 25195 BH RENO: MATERIALS	144.19	144.19
20437	1442 - MORRIS PLAINS SHOES	PO 24725 DPW - UNIFORMS - BLANKET	400.00	400.00
20438	4196 - MOUNTAIN LAKES REALTY, LLC	PO 24833 BH: LEASE PAYMENTS FOR TEMP BORO HALL	2,500.00	2,500.00
20439	1394 - MTN. LAKES PUBLIC LIBRARY	PO 25090 JUNE - DEC 2022 MTN LAKES PUBLIC LIBRAR	26,004.25	26,004.25
20440	1472 - MURPHY MCKEON P.C.	PO 25106 2022 LEGAL/ RETAINER FEES - BLANKET	4,166.66	4,166.66
20441	2397 - NAPA AUTO PARTS	PO 25189 POLICE: STOCK	122.74	
		PO 25193 POLICE: EQUIP	83.30	206.04
20442	4235 - NET2PHONE, INC.	PO 24656 2022 DEDICATED EFAX LINE - ACCT# 954962	32.67	32.67
20443	3367 - NEW JERSEY EZ PASS	PO 24614 POLICE: TOLLS - BLANKET 2022 - Acct# 200	1.00	1.00
20444	2676 - NORTH JERSEY COPY	PO 25180 SHADE TREE - SIGNS	200.00	200.00
20445	4194 - OLDE TOWNE DELI	PO 25179 DPW MEALS	98.00	98.00
20446	2727 - ONE CALL CONCEPTS, INC.	PO 24705 ACCT# 12-BML / 2022 JAN - DEC BLANKET	91.52	91.52
20447	2968 - OPTIMUM	PO 24602 DPW: 2022 INTERNET SERVICES ACCT# 07876-	161.73	161.73
20448	2968 - OPTIMUM	PO 24603 DPW: 2022 CABLE BOXES ACCT# 07876-414565	11.74	11.74
20449	4213 - OPTIMUM	PO 25085 2022 BORO (TEMP SPACE) INTERNET SVCS. AC	171.23	171.23
20450	3431 - PARTIES ARE US RENTALS, LLC	PO 25207 2022 MOUNTAIN LAKES DAY	2,000.00	2,000.00
20451	4143 - PITNEY BOWES GLOBAL FINANCIAL	PO 25219 2022 POSTAGE MACHINE LEASE - ACCT# 331	448.50	448.50
20452	1734 - READYREFRESH BY NESTLE	PO 24702 ACCT# 0016496903 - 2022 BLANKET (6 MONTH	332.89	332.89
20453	4141 - RESERVE ACCOUNT	PO 25230 POSTAGE METER REFILL: ACCT# 523225131	2,500.00	2,500.00
20454	3990 - RICH TREE SERVICE, INC.	PO 24982 SHADE TREE COMMISSION - TREE REMOVAL	375.00	375.00
20455	1948 - SHEAFFER SUPPLY, INC.	PO 25210 DPW - DEPARTMENT SUPPLIES	424.20	424.20
20456	1994 - SHERWIN-WILLIAMS COMPANY	PO 25231 BH:RENOVATION	6.43	6.43
20457	114 - SOLITUDE LAKE MANAGEMENT	PO 25105 2022 LAKE MANAGEMENT - BLANKET - CUST# M	6,896.00	6,896.00
20458	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 25166 CONSTRUCTION: ORDER# 7355762627	149.99	

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 05/23/2022 For bills from 05/12/2022 to 05/19/2022

Check#	Vendor	Description	Payment	Check Total
		PO 25171 MULTI: ORDER# 7355962329	427.65	
		PO 25191 POLICE: ORDER# 7356217489-000-001	48.98	626.62
20459	3861 - SYNCB/AMAZON	PO 24983 RECREATION: ORDER# 112-1793032-9477820	102.54	
		PO 25013 BH RENOVATIONS: ORDER#	187.68	
		PO 25045 POLICE: ORDER# 112-5829735-1300248	307.74	
		PO 25081 ADMIN: ORDER# 112-2437682-3917055	104.97	
		PO 25176 DPW: ORDER# 112-5901553-2874635	273.81	976.74
20460	1343 - TILCON NY, INC	PO 25174 DPW - DRAINS, PIPES & CATCHBASINS	1,477.67	1,477.67
20461	1424 - TOWNSHIP OF MONTVILLE	PO 25194 2022 ANIMAL CHARGES - BLANKET	3,010.85	3,010.85
20462	2884 - TREASURER, STATE OF NJ	PO 25242 2022 ELEVATOR MAINTENANCE - PUBLIC LIBRA	182.00	182.00
20463	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 25245 2022 SEWER MAINTENANCE CHARGES - BLANKET	39,416.67	39,416.67
20464	4314 - VASIL ID TRAINING, LLC	PO 25146 POLICE: TRAINING	175.00	175.00
20465	2749 - VERIZON	PO 25086 2022 INTERNET SVC: A/C# 853-478-043-0001	52.33	
		PO 25086 2022 INTERNET SVC: A/C# 853-478-043-0001	37.33	
		PO 25086 2022 INTERNET SVC: A/C# 853-478-043-0001	37.33	126.99
20466	2135 - VERIZON WIRELESS	PO 25218 ACCT# 882388054-00001 / APR 05 - MAY 04	885.54	885.54
20467	4225 - WILLIAMS SCOTSMAN, INC	PO 24661 BH: RENOVATIONS - 2022 TRAILER RENTAL -	224.00	224.00
TOTAL				156,815.64

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	3,204.65			
01-201-20-130-020	FINANCE - OTHER EXPENSES	238.79			
01-201-20-140-020	COMPUTER SERVICES	1,406.45			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	13.47			
01-201-20-150-020	TAX ASSESSOR - OTHER EXPENSES	5,000.00			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	4,166.66			
01-201-20-165-020	ENGINEERING SERVICES	866.00			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	149.99			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	4,216.26			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	3,010.83			
01-201-26-300-020	SHADE TREE COMMISSION - O/E	575.00			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	1,218.00			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	503.91			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	828.01			
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	6,746.00			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	2,030.34			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	7,709.51			
01-201-29-390-020	AID TO PUBLIC LIBRARY	26,004.25			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	1,390.47			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	3,769.75			
01-201-31-440-020	TELECOMMUNICATIONS	1,806.75			
01-201-31-447-020	PETROLEUM PRODUCTS	9,090.70			
01-203-20-110-020	(2021) MAYOR & COUNCIL - OTHER EXP'S		25.00		
01-203-22-195-020	(2021) UNIFORM CONST - OTHER EXPENSES		121.00		
01-203-31-435-020	(2021) ELECTRICITY - ALL DEPARTMENTS		624.70		
01-260-05-100	DUE TO CLEARING			0.00	86,658.04
01-290-55-000-005	T-MOBILE DUE TO CROWN CASTLE			1,941.55	
TOTALS FOR	Current Fund	83,945.79	770.70	1,941.55	86,658.04
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			783.95	
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			13,906.67	
04-215-55-991-000	2021 CAPITAL ORDINANCE 10-21			925.80	
04-260-05-100	DUE TO CLEARING			0.00	15,616.42
TOTALS FOR	General Capital	0.00	0.00	15,616.42	15,616.42
05-201-55-520-520	Water Operating - Other Expenses	5,287.27			
05-203-55-520-520	(2021) Water Operating - Other Expenses		6,546.20		
05-260-05-100	DUE TO CLEARING			0.00	11,833.47
TOTALS FOR	Water Operating	5,287.27	6,546.20	0.00	11,833.47

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
07-201-55-520-520	Sewer Operating - Other Expenses	39,696.86			
07-260-05-100	DUE TO CLEARING			0.00	39,696.86
TOTALS FOR	Sewer Operating	39,696.86	0.00	0.00	39,696.86
13-260-05-100	DUE TO CLEARING			0.00	3,010.85
13-286-56-000-000	RESERVE - ANIMAL LICENSE FUND			3,010.85	
TOTALS FOR	Animal Trust	0.00	0.00	3,010.85	3,010.85

Total to be paid from Fund 01 Current Fund	86,658.04
Total to be paid from Fund 04 General Capital	15,616.42
Total to be paid from Fund 05 Water Operating	11,833.47
Total to be paid from Fund 07 Sewer Operating	39,696.86
Total to be paid from Fund 13 Animal Trust	3,010.85
	=====
	156,815.64



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

Meeting Date: 05/23/2022 For bills from 05/05/2022 to 05/19/2022

Check#	Vendor	Description	Payment	Check Total
5454	4315 - JB ROBERTS, INC	PO 25217 2022 ART AT THE ESPLANADE	851.40	851.40
5455	3300 - MR. TEES PROMOTIONAL ITEMS, INC	PO 25169 2022 WOODS N LAKE RUN	1,150.00	1,150.00
5456	4021 - TRISTATE TIMING, LLC	PO 24857 2022 WOOD N LAKE RUN: TIMING SERVICES	1,042.50	1,042.50
TOTAL				3,043.90

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	3,043.90
33-600-00-090-000	Recreation Trust Reserves			3,043.90	
TOTALS FOR	Recreation Trust	0.00	0.00	3,043.90	3,043.90

Total to be paid from Fund 33 Recreation Trust

3,043.90

3,043.90

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

RESOLUTION 114-22

“RESOLUTION AUTHORIZING 2022 MUNICIPAL EMPLOYEES’ SALARY”

WHEREAS, the Borough Council adopted Ordinance # 3-22 setting the salary ranges for various Borough positions;
and

WHEREAS, the Police Benevolent Association Contract sets the salary, wage and compensation for uniformed
police officers; and

WHEREAS, the Borough Council of the Borough of Mountain Lakes desires to set the specific salaries for full-time
and permanent part-time non-contract Borough employees for the year **2022**.

NOW, THEREFORE, BE IT RESOLVED that the following salaries (see attachment) are retroactive to **January 1, 2022**, and are to be pro-rated where specific dates are indicated:

BE IT FURTHER RESOLVED that eligible employees are entitled to longevity or service allowance payments in
addition to the foregoing salaries in accordance with the Personnel Policy and Procedure Manual.

BE IT FURTHER RESOLVED that the Borough Manager is authorized to set the salary level according to the salary
ranges in Ordinance # 3-22 for all non-permanent part-time and seasonal employees.

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 May 23, 2022.

Mitchell Stern, Acting Municipal Clerk

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

	2021	2022	\$ Change	% Change
BOROUGH MANAGER	\$135,967	\$138,686	\$2,719	2.00%
DEPUTY CLERK/EXECUTIVE ASSIST. TO MANAGER	\$67,998	\$69,358	\$1,360	2.00%
BOROUGH CLERK - STIPEND	\$10,000	\$10,000	\$0	0.00%
ASSESSOR - P/T	\$24,790	\$22,950	(\$1,840)	-7.42%
COLLECTOR	\$61,143	\$62,366	\$1,223	2.00%
FINANCE ASSISTANT - PART-TIME 1	\$42,025	\$42,875	\$850	2.02%
CHIEF FINANCIAL OFFICER	\$115,000	\$120,000	\$5,000	4.35%
FINANCE ASSISTANT – PART TIME 2	\$42,432	\$43,281	\$849	2.00%
CHIEF OF POLICE	\$153,618	\$161,690	\$8,072	5.25%
RECREATION DIRECTOR – PART TIME	\$29,953	\$30,552	\$599	2.00%
DIRECTOR - PUBLIC WORKS	\$110,000	\$112,200	\$2,200	2.00%
ADMINISTRATIVE ASSISTANT - PUBLIC WORKS	\$51,998	\$53,038	\$1,040	2.00%
DPW OPERATIONS MANAGER/ASST DPW DIR.	\$73,440	\$74,909	\$1,469	2.00%
RECEPTIONIST – PART TIME	\$27,082	\$27,624	\$542	2.00%
PLANNING BOARD SCTY – PART TIME	\$12,236	\$12,481	\$245	2.00%
ZONING BOARD SCTY – PART TIME	\$12,236	\$12,481	\$245	2.00%
CONSTRUCTION CODE OFFICIAL - PT	\$34,270	\$34,955	\$685	2.00%
PLUMBING SUB-CODE - PT/ BUILD TECH INSP - PT	\$17,715	\$18,069	\$354	2.00%
ELECTRICAL SUB-CODE - PT	\$14,637	\$14,930	\$293	2.00%
FIRE SUB-CODE - PT	\$8,155	\$8,318	\$163	2.00%
BUILDING SUB-CODE OFFICIAL - PT	\$12,546	\$12,797	\$251	2.00%
BUILDING SUB-CODE OFFICIAL - PT	\$13,069	\$13,330	\$261	2.00%
CONSTRUC. CODE ASSIST/BORO HALL RECEP.	\$40,000	\$43,000	\$3,000	7.50%
PROPERTY MAINTENANCE OFFICIAL	\$33,611	\$34,283	\$672	2.00%
ZONING OFFICER – PART TIME (2/17/22)	\$10,917	\$16,640	\$5,723	52.42%
ADMINISTRATIVE SECRETARY - POLICE	\$49,976	\$50,976	\$1,000	2.00%
EMERGENCY MANAGEMENT COORDINATOR	\$3,000	\$3,000	\$0	0.00%
EMERGENCY MANAGEMENT DEPUTY CO-ORD	\$2,500	\$2,500	\$0	0.00%
FIRE OFFICIAL – PT	\$10,984	\$11,204	\$220	2.00%
FIRE SAFETY OFFICER – PT	\$4,500	\$4,500	\$0	0.00%
FIRE DEPT. ADMIN OFFICER – PT	\$7,500	\$7,500	\$0	0.00%
SECRETARY – BOARD of HEALTH	\$5,000	\$5,000	\$0	0.00%
CUSTODIAN - PT	\$15,921	\$16,239	\$318	2.00%
RECYCLING EMPLOYEE - PT	\$16,593	\$20,322	\$3,729	22.47%
QUALIFIED PURCHASING AGENT	\$0.00	\$5,000	\$5,000	
CERTIFIED RECYCLING CO-ORDINATOR	\$0.00	\$2,500	\$2,500	

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

RESOLUTION 115-22

**“RESOLUTION AUTHORIZING THE EXECUTION OF A GOVERNMENT OBLIGATION CONTRACT WITH KS STATE
BANK FOR THE PURPOSE OF LEASING TWO 2022 FORD EXPLORER POLICE AWD VEHICLES”**

WHEREAS, the Borough of Mountain Lakes wishes to acquire a lease to two 2022 Ford Explorer Police AWD vehicles; and

WHEREAS, the financing for this lease is through KS State Bank; and

WHEREAS, the amount of the lease is \$69,275.70; and

WHEREAS, the terms and conditions of said lease are contained within the Government Obligation Contract attached hereto.

NOW, THEREFORE, BE IT RESOLVED that that the appropriate municipal officials are hereby authorized to execute the Government Obligation Contract with KS State Bank for the financing of the lease of two 2022 Ford Explorer Police AWD vehicles in the form attached hereto.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on May 23, 2022.

Mitchell Stern, Acting Municipal Clerk

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

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. *Please sign in blue ink and print on single sided paper only.* Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. Government Obligation Contract

- ◆ An authorized individual that is with the Obligor should sign on the first space provided. *All original signatures are required for funding.*
- ◆ A second authorized individual that is with the Obligor should attest the previous signature on the space provided.

2. Exhibit A – Description of Equipment

- ◆ Review equipment description. Complete serial number/VIN if applicable.
- ◆ List the location where the equipment will be located after delivery/installation.

3. Exhibit B – Payment Schedule

- ◆ Sign and print name and title

4. Insurance Requirements

- ◆ Complete insurance company contact information where indicated.

5. Debit Authorization – (Preferred)

- ◆ Complete form and attach a voided check

6. 8038GC IRS Form

- ◆ Please read 8038 Review Form
- ◆ In Box 2, type Employer Identification Number
- ◆ Sign and print name and title

II. Additional Documentation Required

1. First payment check as stated on attached invoice
2. Documentation Fee as stated on attached invoice
3. Insurance certificate as stated on the Insurance Requirements Form
4. Vendor Invoice for the amount to finance listing applicable SN/VIN, down payment, trade, etc.
5. Front and back copies of MSO or title listing **"KS StateBank AOIA" as first lien holder**

III. Condition to Funding

If, for any reason: (i) the required documentation is not returned by August 25, 2022, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligatee or its assignees; then Obligatee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza, Suite 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor

Borough of Mountain Lakes, New Jersey
400 Boulevard
Mountain Lakes, New Jersey 07046

Obligee

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of April 21, 2022

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

- "Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.
- "Budget Year" means the Obligor's fiscal year.
- "Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.
- "Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.
- "Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.
- "Contract Term" means the Original Term and all Renewal Terms.
- "Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.
- "Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.
- "Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- "Obligee" means the entity originally listed above as Obligee or any of its assignees.
- "Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.
- "Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.
- "Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.
- "State" means the state which Obligor is located.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns the Equipment and any additional collateral free and clear of any liens, and Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment or any additional collateral except those created by this Contract.
- (n) Obligor warrants, as applicable, the purchase of any telecommunications and video surveillance services or equipment financed hereunder complies with 2 CFR § 200.216 and 2 CFR § 200.471.
- (o) Obligor warrants that it understands and has complied with 2 CFR § 200.322 in relation to domestic preferences for procurements, as applicable.

Section 2.02 Escrow Agreement. In the event both Obligee and Obligor mutually agree to utilize an Escrow Account, then immediately following the execution and delivery of this Contract, Obligee and Obligor agree to execute and deliver and to cause Escrow Agent to execute and deliver the Escrow Agreement. This Contract shall take effect only upon execution and delivery of the Escrow Agreement by the parties thereto. Obligee shall deposit or cause to be deposited with the Escrow Agent for credit to the Equipment Acquisition Fund the sum of N/A, which shall be held, invested and disbursed in accordance with the Escrow Agreement.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. Execution of the Certificate of Acceptance or, alternatively, Payment Request and Equipment Acceptance Form, by a duly authorized representative of Obligor, shall constitute acceptance of the Equipment on behalf of the Obligor.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due.

Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligor hereunder have been received, Obligor will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligor then Obligor will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligor as provided herein and conveyed to Obligor or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligor as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligor as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligor, then Obligor may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligor with a certificate of Insurance which lists the Obligor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligor from liability and property damage in any form and amount satisfactory to Obligor.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligor with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligor and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligor or its assignees. Obligor shall furnish to Obligor certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligor, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligor, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligor.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

Section 5.05 Reimbursement. Obligor hereby assumes responsibility for and agrees to reimburse Obligor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Obligor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Obligor, its officers, employees and agents, or arose out of installation, operation, possession, storage or use of any item of the Equipment, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligor in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligor such documents as Obligor may request to evidence the passage of legal title to the Equipment to Obligor. Pursuant to NJAC 5:34-3.3, absolute ownership of the Equipment will not occur until the Obligor makes all the scheduled Contract Payments or until the Obligor pays the then applicable Purchase Option Price all as set forth herein.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligor, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligor to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligor. All of Obligor's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligor at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligor or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligor approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligor is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligor or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligor deems necessary or appropriate to protect Obligor's interest in the Equipment and in this Contract. Obligor shall allow Obligor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligor that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligor may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligor, unless Obligor agrees in writing to an extension of time. Obligor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligor under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligor.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligor shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligor may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligor may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligor as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligor may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligor has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligor for all costs incurred by Obligor in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligor in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligor to a location accessible by common carrier and designated by Obligor. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligor all tangible items constituting such software. At Obligor's request, Obligor shall also certify in a form acceptable to Obligor that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligor and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligor by a common carrier unless the Obligor agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligor's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligor. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligor the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligor it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligor to sell or lease it to a third party and be free of all liens. If Obligor reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligor may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligor for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligor, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligor. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligor shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Miscellaneous

Section 10.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligor or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligor's satisfaction, and Obligor has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligor and Obligor and their respective successors and assigns.

Section 10.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 10.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligor and Obligor. Furthermore, Obligor reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligor for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 10.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 10.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligor and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligor. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 10.08 Entire Writing. This Contract constitutes the entire writing between Obligor and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligor and will not apply to this Contract.

Section 10.09 Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986 as amended (the "Code"), the Obligor hereby specifically designates the Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such "qualified tax-exempt obligations". In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

Section 10.10 Acceptance of Equipment Certification. By signing and attesting directly below, Obligor hereby certifies that the Equipment described directly below in Exhibit A has been delivered and installed in accordance with Obligor's specifications. Obligor further certifies that they have conducted such inspection and/or testing of the Equipment as it deems necessary and hereby acknowledges that it accepts the Equipment for all intended purposes.

Section 10.11 Resolution and Authorization. By signing and attesting directly below, Obligor hereby warrants and certifies that the Governing Body of the Obligor at either a special or regular meeting or through some other approved method of authorization has determined that this Contract is in the best interests of the Obligor and the Governing Body did at such meeting or through some other approval method approve the entering into of the Contract by the Obligor and specifically designated and authorized the individual(s) who have signed directly below to execute this Contract on Obligor's behalf along with any related documents (including any Escrow Agreement) necessary to the consummation of the transaction contemplated by the Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Borough of Mountain Lakes, New Jersey

KS StateBank

Signature

Printed Name and Title

Signature

Jaymie Paavola-Luckert, Vice President

Printed Name and Title

**Borough of Mountain Lakes, New Jersey
Attested By Authorized Individual:**

Signature

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of April 21, 2022, between KS StateBank (Obligee) and Borough of Mountain Lakes, New Jersey (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Two (2) 2022 Ford Explorer Police AWD Vehicles, VIN: 1FM5K8AB7NGA58163, 1FM5K8AB3NGA57897

Physical Address of Equipment after Delivery :

EXHIBIT B

PAYMENT SCHEDULE

RE: Government Obligation Contract dated as of April 21, 2022, between KS StateBank (Obligee) and Borough of Mountain Lakes, New Jersey (Obligor)

Date of First Payment: At Closing
 Original Balance: \$69,275.70
 Total Number of Payments: Three (3)
 Number of Payments Per Year: One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	21-Apr-22	\$24,227.04	\$0.00	\$24,227.04	\$45,852.11
2	21-Apr-23	\$24,227.04	\$2,251.97	\$21,975.07	\$23,349.11
3	21-Apr-24	\$24,227.04	\$1,153.45	\$23,073.59	\$0.00

Borough of Mountain Lakes, New Jersey

 Signature

 Printed Name and Title

*Assumes all Contract Payments due to date are paid

Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

Borough of Mountain Lakes, New Jersey
400 Boulevard
Mountain Lakes, New Jersey 07046

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ Two (2) 2022 Ford Explorer Police AWD Vehicles, VIN: 1FM5K8AB7NGA58163, 1FM5K8AB3NGA57897
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$25,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$69,275.70.

4. Liability

- ◆ Minimum Combined Single Limit of \$1,000,000.00 on bodily injury and property damage.

5. Additional Insured and Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as additional insured and loss payee.

Please forward certificate as soon as possible to:

Email: dyordy@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

Borough of Mountain Lakes, New Jersey

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries for the Payment Amount (including, but not limited to, any late fees, rate changes, escrow modifications, etc.). I acknowledge that KS StateBank Government Finance Department may reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3360384	Payment Amount \$24,227.04	Frequency of Payments Annual
Beginning <u> </u> <u> </u> Month Year	Day of Month Debits will be made according to Exhibit B of the Contract	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account ☐ Checking ☐ Savings

If the account does not have sufficient funds, KS StateBank Government Finance Department may attempt, but shall have no obligation to continue to attempt to deduct the payment from the account. If the account has insufficient funds when KS StateBank Government Finance Department attempts to deduct a payment, KS StateBank Government Finance Department may terminate the automatic deduction of payments upon notice to borrower and me. Until such time as payment is made, borrower shall be responsible to make such payments, and all other payments that may be due to KS StateBank Government Finance Department regarding the above-referenced loan.

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Borough of Mountain Lakes, New Jersey	
Signature	Printed Name and Title
Tax ID Number 22-6002119	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

INVOICE

DATE SENT: 05-16-2022

BILL TO:

BOROUGH OF MOUNTAIN LAKES, NEW JERSEY
ATTN: ACCOUNTS PAYABLE
400 BOULEVARD
MOUNTAIN LAKES, NEW JERSEY 07046

REMIT TO:

KS STATEBANK
GOVERNMENT FINANCE DEPARTMENT
PO BOX 69
MANHATTAN, KS 66505-0069
FOR INQUIRIES: (877) 587-4054

ACCOUNT NUMBER	INVOICE NUMBER	PAYMENT DATE	PAYMENT DUE DATE	TOTAL AMOUNT DUE
3360384	60384-04-2022	At Closing	At Closing	\$24,227.04

DESCRIPTION	AMOUNT
GOVERNMENT OBLIGATION CONTRACT DATED AS OF APRIL 21, 2022	PAYMENT AMOUNT: \$24,227.04
TWO (2) 2022 FORD EXPLORER POLICE AWD VEHICLES, VIN: 1FM5K8AB7NGA58163, 1FM5K8AB3NGA57897	
<i>Additional interest will be assessed on any payment received after the due date.</i>	
	\$24,227.04
	TOTAL DUE

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

Caution: If the issue price is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name Borough of Mountain Lakes, New Jersey		2 Issuer's employer identification number (EIN) 22 6002119	
3 Number and street (or P.O. box if mail is not delivered to street address) 400 Boulevard		Room/suite	
4 City, town, or post office, state, and ZIP code Mountain Lakes, New Jersey 07046		5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
6 Name and title of officer or other employee issuer or designated contact person whom the IRS may call for more information Mr. Mitchell Stern, Manager		7 Telephone number of officer or legal representative (973) 334-3131	

Part II Description of Obligations Check one: a single issue <input checked="" type="checkbox"/> or a consolidated return <input type="checkbox"/>			
8a Issue price of obligation(s) (see instructions)	8a	69,751	86
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	04/21/2022		
9 Amount of the reported obligation(s) on line 8a that is:			
a For leases for vehicles	9a		
b For leases for office equipment	9b		
c For leases for real property	9c		
d For leases for other (see instructions).	9d	69,751	86
e For bank loans for vehicles	9e		
f For bank loans for office equipment	9f		
g For bank loans for real property.	9g		
h For bank loans for other (see instructions)	9h		
i Used to refund prior issue(s).	9i		
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank).	9j		
k Other	9k		
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box	<input checked="" type="checkbox"/>		
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions)	<input type="checkbox"/>		
12 Vendor's or bank's name:	KS StateBank		
13 Vendor's or bank's employer identification number:	48 0760380		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Paid Preparer Use Only

Signature of issuer's authorized representative		Date	Type or print name and title	
Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
H. Evan Howe		05/16/2022		P01438994
Firm's Name ►	Baystone Financial LLC		Firm's EIN ►	48-1223987
Firm's Address ►	10601 Mission Road, Suite 200, Leawood, KS 66206		Phone no.	(800) 752-3562

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

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

RESOLUTION 116-22

“RESOLUTION REJECTING ALL BIDS FOR THE FURNISHING & INSTALLATION OF EXTERIOR STONE VENEER AND STUCCO FINISH AT THE MUNICIPAL BUILDING”

WHEREAS, on April 14, 2022, the Borough of Mountain Lakes received bids for the furnishing and installation of exterior stone veneer and stucco at the municipal building; and

WHEREAS, there were four (4) bids per the summary below; and

WHEREAS, all bids were in excess of the budget for the project; and

WHEREAS, the Borough Manager and Borough Engineer recommend that the bids be rejected for the reason cited above; and

NOW THEREFORE BE IT RESOLVED, the bids listed below are hereby rejected as being over budget for this project.

Grove Contracting LLC – 70 Durell St. Verona, NJ 08879	\$229,700
Michael J. Malpere Co. Inc. – PO Box 187 Cranford, NJ 07016	\$251,000
Aresh Construction – 642 Aynes Ave. North Plainfield, NJ 07063	\$365,000
Premier Building & Construction Mgt. Inc. – 68 Hiawatha Ct., Midland Park, NJ 07432	\$820,000

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 May 23, 2022.

Mitchell Stern, Acting Municipal Clerk

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

RESOLUTION 117-22

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

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

RESOLUTION 118-22

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF
MOUNTAIN LAKES AND NEWMARK VALUATION AND ADVISORY”**

WHEREAS, the Borough of Mountain Lakes (“Borough”) is in need of professional appraisal services in connection with the acquisition of easements in connection with the Sunset Lake Dam Project; and

WHEREAS, Newmark Valuation and Advisory has submitted a proposal dated May 17, 2022 to provide appraisal services; and Newmark Valuation and Advisory has submitted a proposal dated May 17, 2022 to provide appraisal services; and

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

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

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 Newmark Valuation and Advisory for professional appraisal services as set forth in a proposal dated May 17, 2022 attached hereto in an amount not to exceed \$14,000.00.
- 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 May 17, 2022 through May 16, 2023.
- 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 May 23, 2022.

Mitchell Stern, Acting Municipal Clerk

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

May 17, 2022

Mt. Lakes Borough
c/o Robert H. Oostdyk, Jr. Esq.
Murphy McKeon, PC
51 Route 23
Riverdale, NJ 07457
973-835-0100
Email: roostdyk@murphymckeonlaw.com

Re: 4 Appraisals of Proposed Easements located in Mt. Lakes Borough, Morris County, NJ
(91 East Shore Road; 1 East Shore Road; 33 East Shore Road; and 11 North Pocono
Road-**"Properties"**)

Dear Mr. Oostdyk:

Newmark Knight Frank Valuation & Advisory, LLC ("**Firm**") agrees to provide Murphy McKeon, PC on behalf of Mt. Lakes Borough ("**Client**") appraisals for the list of properties located on Schedule B, in accordance with, and subject to, the terms and conditions set forth below and in the attached Schedules (collectively, "**Agreement**").

APPRAISAL FEE:	\$14,000 for 4 Trial Ready Appraisal Reports (\$3,500 per report)
ADDITIONAL HOURLY FEES:	All additional meetings, phone calls, time associated with the litigation, etc. will be billed at \$175.00/hr. (Municipal Rate)
RETAINER:	None
REPORT DELIVERABLES:	The appraisals, draft and/or final, shall be delivered in electronic format (typically, pdf). One original hard copy of the final appraisal will be provided to Client upon request.
COMMENCEMENT AND DELIVERY DATE:	<p>Delivery is as follows:</p> <p>Report will be emailed within 60 days, assuming inspections and subject property information is obtained in a reasonable time period.</p> <p>The appraisal process will commence upon receipt by the Firm of (i) this Agreement, signed by Client, (ii) the retainer, and (iii) information and materials identified in Schedule "B." The appraisal process will conclude upon delivery of the final appraisal report, unless terminated sooner by the Firm or Client or as provided herein.</p>
REPORT TYPE:	Appraisal Report (Trial Ready)
VALUATION PREMISE:	Market Value

INTEREST IN THE PROPERTY APPRAISED:	Fee Simple
DATE(S) OF VALUE:	Current as of: Declaration of Taking
INTENDED USER(S):	Intended users of the appraisal include only the Client, Mt. Lakes Borough and Murphy McKeon, PC (" Intended Users "), and no other party is permitted to use or rely on the appraisal. The identification of Intended User(s) of the appraisal is to determine the type and extent of research, analysis and reporting appropriate for the assignment. Designation of a party other than Client as an Intended User is not intended to confer upon such party any rights under this Agreement.
INTENDED USE:	The intended use of the appraisal is solely for Acquisition Purposes (" Intended Use ") and no other use.
RELIANCE LANGUAGE:	None
GUIDELINES:	The analyses, opinions and conclusions are to be developed based on, and the appraisal will be prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) as published by the Appraisal Foundation.
SCOPE OF WORK:	The appraiser will use and properly apply all applicable and appropriate approaches to value sufficient to produce credible assignment results. The scope of the analysis will be appropriate for the appraisal problem.
ASSUMPTIONS/ LIMITING CONDITIONS:	The appraisal will be subject to Firm's standard Assumptions and Limiting Conditions, which will be incorporated into the appraisal report. In addition, the appraisal may be subject to, and the appraisal report may contain, Extraordinary Assumptions and Hypothetical Conditions.
ACCEPTANCE:	This shall constitute a binding agreement only if countersigned by the Client, or by an officer, director or other representative of Client who, by signing and accepting this Agreement, represents and warrants that he/she is authorized by Client to do so.
PAYMENT:	The appraisal fee (and any expenses) will be earned in full upon initial delivery of the appraisal report (draft or final) and will be payable within 30 days of delivery to Client of the Firm's invoice.

Payment of the fee is not contingent upon any predetermined value or on an action or event resulting from the analysis, opinions, conclusions or use of the appraisal.

We reserve the right to invoice the Client after 30 days if final draft appraisals are submitted to the client based on the cost per appraisal of \$3,500. Additionally, if a settlement is reached before the appraisal is completed, we will send an invoice for the amount of time spent for a particular property.

**CHANGES TO THE
AGREEMENT:**

Any significant changes to the assignment as outlined in this Agreement, such as the identity of the Client, Intended User, or Intended Use, will require the preparation and execution of a new agreement.

**CANCELLATION OF
ASSIGNMENT:**

Client may cancel this Agreement at any time prior to the Firm's delivery of the appraisal upon written notification to the Firm. Client shall pay Firm for all work completed on the assignment prior to Firm's receipt of such written cancellation notice, unless otherwise agreed upon by Firm and Client in writing. The Firm may withdraw without penalty or liability from the assignment(s) contemplated by the Agreement before completion or reporting if the Firm determines, in the Firm's sole discretion, that incomplete information was provided to the Firm prior to the engagement, that Client or other parties have not or cannot provide documentation or information necessary to the Firm's analysis or reporting, that conditions of the Property render the original scope of work inappropriate, that a conflict of interest has arisen, or that Client has not complied with its payment obligations under this Agreement. The Firm shall notify Client of such withdrawal in writing.

**NO THIRD-PARTY
BENEFICIARIES:**

Nothing in the Agreement shall create a contractual relationship or any legal duty between Firm or Client and any third party, nor any cause of action, right, or claim in favor of any third party and against Firm or Client. In addition, this Agreement is not intended to, and shall not be construed to, render any person or entity a third-party beneficiary of this Agreement. Client acknowledges and agrees that the appraisal report shall reflect the foregoing. In addition, the appraisal report shall state that no party other than an Intended User identified in the Agreement is entitled to rely upon the appraisal.

This Agreement may be rescinded by the Firm unless signed and returned to the undersigned within 10 days from the date hereof.

If this Agreement correctly sets forth the Client's understanding of the services to be rendered, and if the terms are satisfactory, please execute and return the Agreement together with any required retainer.

Respectfully,



Matthew S. Krauser, CRE, FRICS
Senior Managing Director
Certified General Appraiser
License No. NJ-42RG00191200
Matt.krauser@nnrk.com
973-240-6929 Office Direct
973-216-6160 Cell

Agreed:
ROBERT H. OOSTDYK, JR., ESQ. ON BEHALF OF MT. LAKES BOROUGH

SIGNATURE:

PRINT NAME:

TITLE:

DATE:

Schedule "A"

TERMS AND CONDITIONS

ATTACHED TO AND A PART OF THE AGREEMENT DATED MAY 17, 2022 TO PROVIDE APPRAISAL SERVICES FOR MT. LAKES BOROUGH

1. These Terms and Conditions are attached to and incorporated into the above referenced Agreement as though fully set forth in full therein. Capitalized terms if not defined herein shall have the same meaning as defined in the Agreement.
2. With respect to any appraisal report, use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by the Firm, constitutes acceptance of these Terms and Conditions as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the Agreement and appraisal report.
3. It is assumed that there are no matters affecting the Property that would require the expertise of other professionals, such as engineers or an environmental consultant, for Firm to provide the appraisal. If such additional expertise is required, it shall be provided by other parties retained by Client at Client's sole cost and expense.
4. Client acknowledges that the Firm is being retained as an independent contractor to provide the services described herein and nothing in this Agreement shall be deemed to create any other relationship between Firm and Client, including but not limited to an agency relationship. The parties neither intend nor have any expectation that any such relationship will arise as a matter of law or as a result of this Agreement. This assignment shall be deemed concluded and the services hereunder completed upon delivery of the appraisal described herein to Client.
5. All statements of fact contained in the appraisal report as a basis of the appraiser's analyses, opinions, and conclusions will be true and correct to the best of the appraiser's actual knowledge and belief. The appraiser is entitled to, and shall rely upon the accuracy of information and material furnished to the Firm by Client. Appraiser is also entitled to, and shall, rely on information provided by sources upon which members of the appraisal profession typically rely and that are deemed to be reliable by members of that profession without independent verification.
6. The Firm and the appraiser shall have no responsibility for legal matters, or questions or issues involving survey or title, soil or subsoil conditions, engineering, zoning, buildability, environmental contamination, structural matters, construction defects, material or methodology, or other similar technical matters with regarding the Property. Furthermore, the appraisal will not constitute a survey of the Property.
7. The appraisal and the data and information gathered in its preparation (other than the confidential data and information provided by Client) is and will remain, the property of the Firm. The Firm shall not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished by Client to the Firm. Notwithstanding the foregoing, the Firm and the appraiser are authorized by Client to disclose all or any portion of the appraisal and appraisal report and the related data and information, including confidential data and information provided by Client, to appropriate representatives of the Appraisal Institute if such disclosure is required to comply with the

- Standards, Bylaws and Regulations of the Appraisal Institute, as well as, such disclosure as required by law and regulations, including compliance with a subpoena and licensing authority regulatory inquiries. The Firm is also authorized to include both confidential and non-confidential data assembled in the course of preparing the appraisal and which may be incorporated into the appraisal report in a database controlled by the Firm for the aggregation of such data and information to produce analytics and other metrics or products.
8. Unless specifically noted in the appraisal report, the appraisal will not take into consideration the possibility or probability of the existence of asbestos, PCB transformers, other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material) at on or in the Property, or the cost of encapsulation, removal or remediation thereof.
 9. Client shall indemnify, defend (by counsel to be selected by Firm), protect, and hold Firm and Firm's appraisers, agents, employees, affiliates, representatives, successors and assigns (each, a "**Firm Party**"), free and harmless from any and all claims, liabilities, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, and all reasonable attorneys' fees and related litigation costs, fees and expenses incurred by the any of such indemnitees, which result from (i) any failure by Client or Client's agents or representatives to provide Firm with complete and accurate information regarding the Property; (ii) any material breach by Client of the provisions of the Agreement; (iii) if delivery of the appraisal to a third party is permitted by the Firm, Client providing an incomplete copy of the appraisal to such third party; or (iv) arising from Client or Client's agents or representatives providing a copy of the appraisal to a party not authorized by the Firm to receive such copy.
 10. In preparing the appraisal, it is possible that the appraiser will discover conflicting information. In that event, appraiser will utilize information and data considered to be the most authoritative and for critical information will document the source. Information and data referred to may include, but is not limited to, legal descriptions; physical street addresses; assessor parcel numbers; property history; dimensions and areas of the site/land; dimensions and areas of the building improvements; physical unit counts; rent rolls; leases; lease abstracts; income and expense data; and any other related data. Any material discrepancy and/or error in any of the above data could have a substantial impact on the conclusions reported, and the Firm therefore reserves the right to amend conclusions reported if the Firm is made aware of any such discrepancy and/or error.
 11. The appraisal may not be used, included or referenced, in whole or in part, in any offering or other materials without the prior written consent of the Firm, which consent may be conditioned upon the receipt by the Firm of an indemnity agreement, in form and content, satisfactory to Firm and provided by an indemnitor satisfactory to Firm. Client agrees to pay the fees of the Firm's legal counsel for review of any materials which is the subject of the requested consent. Except as agreed by the Firm expressly in writing, the Firm disclaims liability to any party other than Client.
 12. The Firm shall not provide a copy of the appraisal to, or disclose the results of the appraisal to, any party other than Client, unless Client authorizes same, except as provided in the Confidentiality Section of the ETHICS RULE of the Uniform Standards of Professional Appraisal Practice (USPAP) or as otherwise required by law or regulations.
 13. Client and any other identified Intended User should consider the appraisal as only one factor together with its own independent considerations and underwriting guidelines in making any decision or investment or taking any action regarding the Property. Client agrees that Firm shall not be responsible

in any way for any decision of Client or any Intended User related to the Property or for the advice or services provided by any other advisors or contractors.

14. Unless otherwise stated in this Agreement, Client agrees that the services pursuant to this Agreement shall not include participation in or preparation for, or attendance at, any legal, judicial, administrative, or arbitration proceeding relating to this assignment. In the event the Firm or any Firm Party is required, whether through the service of a subpoena or otherwise, to produce documents or participate in or prepare for any discovery, testimony or attendance, relating to the appraisal or this assignment, where the Firm or Firm Party is not a party to the action or proceedings involved, Client agrees to reimburse expenses incurred by the Firm or Firm Party, including attorney's fees, in responding to such subpoena or other legal process and compensate the Firm therefor based upon the appraiser's prevailing hourly or daily rate for providing services as an expert consultant or witness.
15. Except as expressly provided herein, Firm makes no representations or warranties to Client or to any other person or entity with respect to the appraisal and the services to be provided by Firm under this Agreement. To the maximum extent permitted under applicable law, in no event will the Firm or any Firm Party be liable to Client or any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by the Firm or a Firm Party) for any indirect, special, exemplary, incidental, or consequential damages (including loss of profits) arising from or relating to this Agreement or the appraisal, even if such party knew or should have known of the possibility of, or could reasonably have prevented, such damages. In no event shall the total liability of the Firm or any Firm Party to Client or any third party (regardless of whether such party's claimed use or reliance on the appraisal was authorized by the Firm or a Firm Party) arising from or relating to this Agreement or the appraisal, whether based on tort, contract, or any other legal theory, exceed the amount of fees paid to the Firm for the appraisal and the services described herein. Legal claims or causes of action relating to the appraisal are not assignable, except: (i) as the result of a merger, consolidation, sale or purchase of a legal entity, (ii) with regard to the collection of a bona fide existing debt for services but then only to the extent of the total compensation for the appraisal plus reasonable interest, or (iii) in the case of an appraisal performed in connection with the origination of a mortgage loan, as part of the transfer or sale of the mortgage before an event of default on the mortgage or note or its legal equivalent.
16. Federal banking regulations require banks and other lending institutions to engage appraisers where FIRREA compliant appraisals must be used in connection with mortgage loans or other transactions involving federally regulated lending institutions. In view of that requirement, the appraisal may not be accepted by a federally regulated financial institution.
17. In the event Client fails to make payments of any fees or sums when due and payable under this Agreement; then from the date due and payable until paid, the amount due and payable shall bear interest at the maximum rate permitted under the laws of the state in which the Property is located. If the Firm is required to undertake collection efforts including institution of legal action against Client relating to the Agreement, the Firm shall be entitled to recover attorney's fees, litigation expenses, and costs from Client.
18. To the extent permitted under applicable law, any legal action or lawsuit or other proceeding by Client or any Intended User of the appraisal against Firm or a Firm Party whether based in contract, tort, warranty, indemnity or otherwise, relating to the appraisal shall be commenced within two (2) years

from the date of delivery of the appraisal to the claimant in such action or proceeding, unless the applicable law provides for a shorter period, and any such claimant waives the right to a jury in any such legal action or lawsuit or other proceeding. Notwithstanding the state of domicile or residency of either party to this Agreement, this Agreement shall be governed and construed under the laws of the state in which the Property is located, and venue for any action or proceeding arising out of this Agreement shall be deemed proper only in the court of competent jurisdiction located in the state in which the Property is located.

19. Throughout the performance of services under this Agreement, the Firm shall maintain at its sole cost and expense the following insurance:
- (a) Workers' Compensation, so as to provide statutory benefits as required by the laws of each state within the United States in which the Firm's services are being provided, and Employer's Liability insurance with limits of liability of \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit covering all employees of the Firm engaged in the performance of such services.
 - (b) Fidelity insurance or bond with a limit of \$1,000,000 to insure the Firm against loss of its or Client's assets caused from the dishonest acts of the Firm's employees.
 - (c) Professional Liability insurance with a limit of liability of \$1,000,000 each claim and \$1,000,000 aggregate, which limits may be provided by a combination of primary and excess policies.
 - (d) Commercial General Liability insurance providing coverage against damages due to bodily injury (including death), property damage and personal and advertising injury arising in connection with the Firm's services provided under this Agreement, which insurance coverage shall: (i) be occurrence-based; (ii) provide limits of liability in an amount of \$1,000,000 each occurrence and \$1,000,000 aggregate (including excess and/or umbrella limits), (iii) include at least those coverages generally included in the most current ISO Commercial General Liability insurance policy form (or its equivalent); and (iv) include Client, and such other persons or entities as Client has identified in writing, as additional insureds solely with regard to claims arising out of this Agreement.
 - (e) Commercial automobile liability for owned, hired and non-owned motor vehicles, with a \$1,000,000 combined single limit.

Schedule "B"

PROPERTY INFORMATION LIST

ATTACHED TO AND A PART OF THE AGREEMENT DATED MAY 17, 2022 TO PROVIDE APPRAISAL SERVICES FOR MT. LAKES BOROUGH

The following information is requested to be delivered to the Firm so we can provide the proposed services and prepare the Appraisal within the agreed upon time frame.

To be discussed with the Client



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE

MONTHLY ACTIVITY REPORT

APRIL 2022

ADMINISTRATIVE SUMMARY

Activity levels appear to be on the increase. Even with ever rising material costs and problems with labor shortages, property owners are pushing forward with their projects. Applications for additions and alterations have been received as well as some larger landscape projects.

All documents necessary for the issuance of the demolition permit for the Zeris Inn and adjacent residential dwelling have been submitted. Demolition activity is expected to proceed during May. To date, no construction documents have been received for the new building.

New regulations pertaining to the electronic submission of permit applications and on-line plan reviews has yet to be developed by the DCA. Once these regulations have been released, steps will be taken to upgrade both software and hardware to comply with the new standards. Additional information on this topic will be sought at the Building Safety Conference to be held in early May.



Mountain Lakes Borough
400 BOULEVARD
MOUNTAIN LAKES, NJ 07046

Construction Permit Activity Report

4/1/2022 -> 4/30/2022

Summary

	Cost:	Count:				
New:	\$0.00	0	Cubic Footage:	2,472 Cu.ft	Permits Issued:	25
Addition:	\$58,700.00	1	Square Footage:	236 Sq.ft	Updates Issued:	3
Alteration:	\$233,295.00	22				
Demolition:	\$5,920.00	5				
Total:	\$297,915.00	28				

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	6	\$1,883.00	\$0.00	\$1,883.00	B 29	21 %72.4	8 %27.6	0 %0
Plumbing:	7	\$1,165.00	\$0.00	\$1,165.00	P 25	22 %88	3 %12	0 %0
Electrical:	16	\$2,485.00	\$0.00	\$2,485.00	E 35	29 %82.9	6 %17.1	0 %0
Fire:	9	\$720.00	\$0.00	\$720.00	F 16	13 %81.2	1 %6.2	2 %12.5
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	12	\$1,080.00	\$0.00	\$1,080.00	M 20	19 %95	1 %5	0 %0
	50	\$7,333.00	\$0.00	\$7,333.00		125	104	19 2
DCA Training:	1		9	Other Fees	(Note: Does not include result of none)			
DCA State:	27		446	\$0.00				
DCA Minimum:	0		0					
	28		\$455					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building 0	0	0	CA 18	\$0.00	\$0.00
Plumbing 0	0	0	CCO 0	\$0.00	\$0.00
Electrical 0	0	0	CO 1	\$50.00	\$50.00
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: 19	\$50.00	\$50.00

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 (56)	\$8,038.00
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	\$8,038.00



BOROUGH of MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

PERIOD	2020 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	106,301.00	106,301.00	Enclave and Sunrise fees	98,243.00
FEBRUARY	5,520.00	111,821.00		
MARCH	13,491.00	125,312.00		
APRIL	2,171.00	127,483.00		
MAY	2,476.00	129,959.00		
JUNE	13,410.00	143,369.00		
JULY	3,900.00	147,269.00		
AUGUST	21,791.00	169,060.00		
SEPTEMBER	14,343.00	183,403.00		
OCTOBER	61,757.00	245,160.00	Enclave fees	36,825.00
NOVEMBER	18,634.00	263,794.00		
DECEMBER	6,934.00	270,728.00		

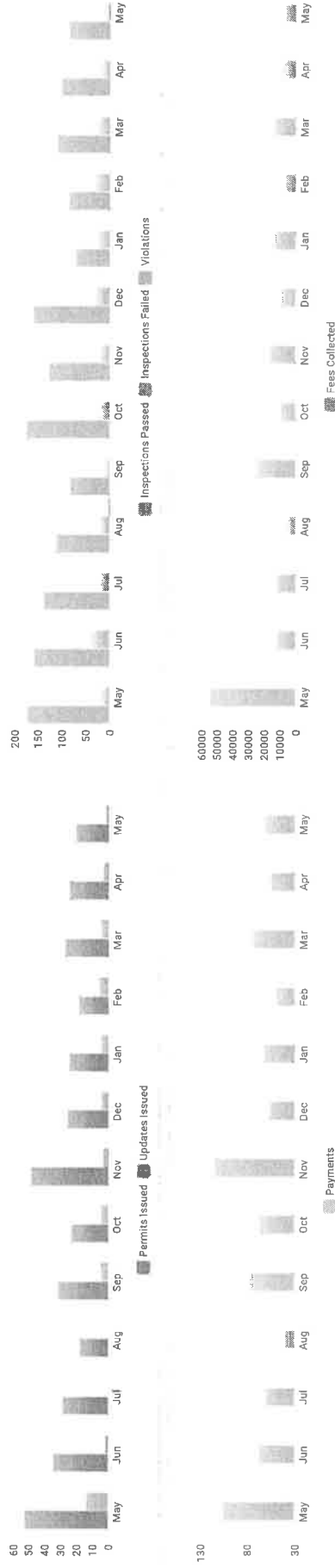
PERIOD	2021 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	11,663.00	11,663.00		
FEBRUARY	40,193.00	51,856.00	Enclave fees	27,748.00
MARCH	37,128.00	88,984.00	Enclave fees	28,144.00
APRIL	10,024.00	99,008.00		
MAY	26,651.00	125,659.00		
JUNE	11,789.00	137,448.00		
JULY	12,009.00	149,457.00		
AUGUST	9,533.50	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	9,126.00	222,145.00		

PERIOD	2022 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	13,661.00	13,661.00		
FEBRUARY	6,934.00	20,595.00		
MARCH	13,951.00	34,546.00		
APRIL	8,038.00	42,584.00		
MAY				
JUNE				
JULY				
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				

Building Summary Report

Refresh

Permit Summary	This Week	This Month	Last Month	Last YTD	YTD	YTD Diff %	1 Year Trend
Permits Issued	11	21	25	150	118	-21.3%	
Updates Issued	2	2	3	37	21	-43.2%	
Inspections Scheduled	14	99	125	1,040	604	-41.9%	
Inspections Passed	14	86	104	797	467	-41.4%	
Inspections Failed	0	9	19	111	112	0.9%	
Certificate of Occupancy Issued	0	1	1	5	7	40%	
Certificate of Approval Issued	0	0	18	145	111	-23.4%	
Cert Continuing Occupancy Issued	0	0	0	0	0		
Payments Count	37	61	56	363	302	-16.8%	
Fees Collected	\$4,850	\$7,270	\$7,838	\$112,558	\$48,754	-56.7%	



BOROUGH OF MOUNTAIN LAKES
DEPARTMENT OF PUBLIC WORKS
Department Activity
April 2022

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
 - Sign repairs – Crane, Train Bridge, Library, Morris, Ronarm, Whitby, Rockaway
 - Tree removal – Laurel Hill
 - Trash pickup – Midvale, Willow
 - Storm debris cleanup and basin cleanouts throughout Borough
 - Curb areas backfilled after road paving
 - Blacktop repairs – Lowell, Wilcox, Esplanade, Briarcliff, Dartmouth
 - Spring cleanup – the Cove, Tennis Courts, Briarcliff, Grove Pl. Circle, Midvale
 - Trash Day at DPW yard
- Recreation Department
 - Fanny Field – field dragged and cut, picnic table removed
 - Tennis Courts – wind screens reinstalled, net repair, fence support pole reinstalled
 - Taft Field – soccer net repaired
 - Easter Egg Hunt set up
 - Trout Derby set up
 - Woods & Lakes Run – barricades set up
 - Haswell Playground - noisy swing repaired
 - Birchwood Beach
 - Pillar by boat rack repaired
 - Boat racks cleaned, painted and renumbered, brush cleaned away from racks
 - Island Beach
 - Porta-potty enclosure completed
 - Outlet repaired at dock for police boat
 - Installed QP along right side of parking lot
 - Wind screen pickup from swimming area
 - Bathroom maintenance resumes for season
- Water Department
 - Well 5 - trash from Rt. 46 cleaned up
 - Water tower antenna repaired
 - Water fountains turned on at Beaches
 - Curb box repair – Ball Rd
- Stormwater
 - All catch basins cleaned out day prior to storm
 - Boulevard basins cleaned out after storm
 - Total catch basin re-build – Laurel Hill & Tower Hill, Arden Rd & West Shore,

- Failing catch basin walls repaired – basin #255/ 256 Dixon Rd., #725 Kenilworth & Glen
- General basin repairs – Melrose
- Basin cleanout and jetting – Hanover
- Changed bicycle safety grates - 104 Laurel Hill Rd. for drainage issue
- Sweeping - four times over month Borough wide
- Hill section was swept prior to storm

Vacation/Sick Time:

- 113 Vacation Hours; 20 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: 5/9/22
SUBJECT: April 2022 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of April 2022:

FIRE CALLS (9)

LOCATION	DATE	TIME	DESCRIPTION
22 Sherwood Dr	4/2	11:25 PM	Fire Alarm- Malfunction
8 Hillcrest RD BT	4/3	10:20 AM	Assist Boonton Twp
Briarcliff School	4/8	2:30 PM	Fire Alarm-Malfunction
Rockaway Valley Rd	4/8	2:32 PM	Assist BTFD with traffic accident
36 Boulevard	4/18	11:55 AM	Fire Alarm- Culinary Mishap
310 Rt 46	4/18	3:05 P	Fire Alarm-Culinary Mishap
404 Morris Ave	4/22	3:09 PM	Fire Alarm-Culinary Mishap
60 Hanover Rd	4/26	9:29 PM	Electrical Fire. Mutual Aid from Boonton and Boonton Twp
92 Lake Drive	4/29	9:45 PM	Fire Alarm- Steam from Shower

DRILLS/TRAINING (5)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	4/5	7:30 PM	Monthly Truck checks
Firehouse	4/10	1:00 PM	JFD Training
High School	4/12	8:00 PM	Senior Drill
High School	4/24	1:00 PM	JFD Training
Firehouse	4/26	7:30 PM	JFD Training

MEETINGS (1)

LOCATION	DATE	TIME	DESCRIPTION
Virtual	4/26	8:00 PM	Dept Meeting

COMMUNITY DETAILS (2)

- 1. Little League Parade April 9th**
- 2. Trout Derby April 9th**

ANNOUNCEMENTS (1)

- 1. It is with regret that the Department announces the passing of Life Member and Past Chief Don McNeill on April 18, 2022. Don joined the MLVFD in 1976 and actively served for 43 years. Don worked his way up the ranks and served as Department Chief in 1992-1993. Don served as Department President from 2010-2018. He planned many dinner dances over the years and was a fixture at the NJ Firemens Convention for decades. Don was a mentor to many members and we will miss his leadership, dedication and words of wisdom. Thank you for your service and RIP Chief!**

Total Manhours: 380

Borough of Mountain Lakes

BOARD OF HEALTH

400 BOULEVARD • MOUNTAIN LAKES, NEW JERSEY 07046

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



April Health Department Activity Report – 2022

This April 2022 report identifies the activities of the Health Officer, Health Department and staff and provides an overview of the various tasks completed by the department. Additional supplemental reports from Environmental, Nursing, and Health Education are forwarded to clarify activities.

Vaccine requests are minimal, but we provide COVID vaccines to any individual or family that makes a request.

NEW FROM APRIL

Guidance/Executive Orders:

- 4/13: Governor Murphy Signs Executive Order Clarifying COVID-19 Vaccine Requirements for Workers in Health Care and Congregate Settings. Learn more [HERE](#).

Recent Notable Updates:

Updates on Masking: In New Jersey, face masks are no longer required in most outdoor and indoor settings. The Department of Health recommends wearing a face mask whenever you have symptoms of COVID-19, tested positive, were recently exposed to someone with COVID-19, or live in a county with elevated or "high" COVID community levels. Learn more [HERE](#).

We participated in ongoing Zoom and Teams meetings with NJ Department of Health, County Agencies, LINCS and Health Officers, still occurring as needed.

The Nursing Department continues to investigate cases especially any identified outbreaks in schools, nursing homes and senior citizen facilities and provides information on the guidance changes. The new variant BA.2 is continuing to increase.

This past two weeks we have experienced a measurable increase in the level of COVID-19 activity.

As of April 27, 2022 Mt Lakes has 15 cases with a 14-day look back as compared to March 30, 2022 4 cases and compared to March 25, 2022 3 cases. Thus, we can see the case levels have increased over the past two months. Hospitalizations and ICU COVID cases have been relatively stable over the past several weeks with a slight increase.

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)

Testing and Vaccination Sites:

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

Stay Well.

Respectfully Submitted,
F. Michael Fitzpatrick, Health Officer

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Agency Activity Report

By CFS Classification

From Date: 4/1/2022 To Date: 4/30/2022

Report Date: 5/19/2022 9:07:29 AM

Classification code	Description	Total Events	0000-0800	0801-1600	1601-2359
0500	Burglary	3	0	3	0
0600	Theft	2	1	0	1
1100	Fraud	4	0	3	1
1400	Malicious Mischief	2	1	1	0
2000	Family Offense	1	1	0	0
2100	Liquor Laws Drunk Driving	1	1	0	0
2400	Disorderly Conduct	6	1	1	4
4000	Non Criminal Investigations	15	1	5	9
4100	Fire Related	7	0	5	2
5000	Lost Found Property	2	0	0	2
5500	Animal Complaints	15	2	10	3
6000	Traffic Accidents	8	0	6	2
6300	Traffic Enforcement	428	49	180	199
6400	MARINE / BOATING	1	0	1	0
6500	Parking Enforcement	8	2	5	1
6600	Traffic Services	18	1	14	3
7000	Public Services	378	122	85	171
7500	Assist other Agency	49	4	33	12
8100	Warrants Other	1	0	0	1
9000	Administrative	519	171	211	137
	Total:	1468	357	563	548

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Officer Citation Report

From Date : 4/1/2022 To Date : 4/30/2022

Report Date : 5/19/2022 9:02 AM

Officers Name	Badge Number	Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
XX	XX	0	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	35	8	6	0	0	0	0	14
XX	XX	99	21	4	0	0	0	0	25
XX	XX	11	0	0	0	0	0	0	0
XX	XX	118	17	13	0	0	0	0	30
XX	XX	0	0	0	0	0	0	0	0
XX	XX	71	14	0	0	1	0	0	15
XX	XX	0	0	0	0	0	0	0	0
XX	XX	21	3	4	0	0	0	0	7
XX	XX	40	8	6	0	0	0	0	14
XX	XX	0	0	0	0	0	0	0	0
Total:		395	71	33	0	1	0	0	105

Time Used/Overtime by Month

[illegible]

April

<u>Total Overtime</u>
<u>Hours Paid</u>
120.50

<u>Total</u>	<u>Total</u>	<u>Vaca/Comp/Perso</u>	<u>% of Hrs Equating to</u>
<u>Vaca/Comp Hrs</u>	<u>Creating OT</u>	<u>nal/Bereave Hrs</u>	<u>OT</u>
333	48		14.41%

<u>Total Sick Time</u>	<u>Total Sick Time</u>	<u>% of Hrs Equating to</u>
<u>Hrs</u>	<u>Hrs Creating OT</u>	<u>OT</u>
94	30.5	32.45%

** Operating with 12 Officers. One Officer on terminal leave to retire in July.

27 Hours Mandatory Training
 4 Hours vehicle maintenance
 8 hours Capital projects (curb work/paving)
 3 hrs IA statement

BOROUGH OF MOUNTAIN LAKES

Recreation Department

Department Activity April 2022

The Recreation Commission did not meet in April.

- Opened the Rack and Ring Sign Up form on April 1. All renewals were finished in March. Began calling from list on April 3rd. Finished list with all open spots. Emailed remaining about Bird Sanctuary additions. Cannot sell these spots until all construction is completed.
- Easter Egg Hunt very successful. Many HS volunteers helped to coordinate as well as Rec Commission members.
- Trout Derby and Stocking successful. More fish caught than in recent years.
- Researched remote online payment system. Clover Go. Will work with our current credit card system.
- Ongoing planning and promoting, setting up registration, interviewing, staffing, ordering supplies and supporting summer camps and programs including:
 - Swim Team – sold out
 - Summer Recreation Camp – sold out
 - Summer Teen Adventure Camp– sold out
 - Tennis Camp (on hold due to court re-surfacing)
 - Sailing Camp – registration open
 - Surfing camp (Buses leave daily from ML to Asbury Park and home) – sold out
 - Paddle Board Yoga
 - ML Day
 - Art at the Esplanade
 - Bands on the Beach
- Formulated summer training for employees for MEL online classes.
- Assisted residents and town groups with various facilities requests –rule from Rec Commission stating that all Fundraising walks/events should not be during Beach hours.
- Updated website and Facebook page with events and program information.
- Speaker cancelled Laker 55 event. He will speak in May.
- Met with Sail Board to plan upcoming season which will include a HS Sail Club.
- Met with Swim Board to plan upcoming season. Pre-Team moving back to Birchwood Lake as ML Club cannot accommodate.



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: 5/10/22
SUBJECT: Monthly Report April 2022

The following lists code enforcement/property maintenance issues for the month of April 2022 :

- 4/1: Hanover Road resident and realtor notified regarding zoning violation. 2 For Sale signs displayed on the property
- 4/15: Morris Ave resident sent a notice regarding view obstruction at the intersection of Morris Ave and Briarcliff Road
- 4/15: Letter sent to Glen Road resident regarding sump pump draining onto Borough and BOE property
- 4/15: Follow up with Hanover Road resident regarding zoning violation, 2 For Sale signs displayed on the property. 4/18 sign removed
- 4/18: Owner notified regarding vehicle parked at Lake Drive and Boulevard with a For Sale Sign displayed. Vehicle removed
- 4/15: Owner notified regarding vehicle parked at North Briarcliff and Boulevard with a For Sale sign displayed. Vehicle removed
- 4/19: Contractor notified regarding a sign violation at a Powerville Road address
- 4/28: 2 Crestview Road residents sent letters regarding zoning violations.
- 4/28: Second notice to Morris Ave resident regarding view obstruction at the intersection of Morris Ave and Briarcliff Road

Smoke and Carbon Monoxide Detector Inspections

Date:	Location	Pass/Fai
4/12	30 Lake Dr	Pass
4/19	55 Tower Hill Rd	Pass
4/22	2 Craven Rd	Pass
4/26	293 Blvd	Pass
4/28	19 Sherwood Dr	Pass
4/28	324 Morris Ave	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.