



**AGENDA FOR THE REORGANIZATION MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
JANUARY 4, 2023
PUBLIC SESSION BEGINS AT 7:30 PM**

1) CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT-Borough Clerk

This meeting is being held in compliance with the provisions of the Open Public Meetings Act, P.L. 1975, Ch. 231. It was properly noticed and has been posted, and certified by the Clerk. Notice of this meeting has been sent to The Citizen, the Morris County Daily Record and The Star Ledger and posted on the bulletin board in the municipal building.

2) PLEDGE OF ALLEGIANCE – Borough Clerk

3) INVOCATION – Rabbi Levi Dubinsky

4) CLERK WILL READ THE STATEMENT OF DETERMINATION

5) OATH OF OFFICE FOR NEW COUNCIL MEMBERS

6) ROLL CALL – Borough Clerk

7) ELECTION OF MAYOR

The Borough Clerk will take nominations for Mayor

8) OATH OF OFFICE – MAYOR

9) ELECTION OF DEPUTY MAYOR

The Mayor will take nominations for Deputy Mayor

10) OATH OF OFFICE – DEPUTY MAYOR

11) MEMORIAL STATEMENT - COUNCIL

12) RESOLUTION

R71-23, Resolution Appointing Cara Fox as Borough Clerk and Municipal Registrar

13) OATH OF OFFICE - CLERK

14) 2023 MAYOR'S MESSAGE

Consent Agenda

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.

15) *RESOLUTIONS

1. R01-23, Resolution Approving the Officers of the Mountain Lakes Volunteer Fire Department

2. R02-23, Resolution Establishing 2022 Borough Council Meeting Schedule

3. R03-23, Resolution Designating Official Newspapers of the Borough for 2023

4. R04-23, Resolution Establishing 2023 Borough Council Meeting Agenda

5. R05-23, Resolution Designating 2023 Holiday Schedule

6. R06-23, Resolution Authorizing Participation in the New Jersey State Tonnage Grant Program



**AGENDA FOR THE REORGANIZATION MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
JANUARY 4, 2023
PUBLIC SESSION BEGINS AT 7:30 PM**

7. *R07-23, Resolution Authorizing Participation in the Volunteer Tuition Credit Program*
8. *R08-23, Resolution Supporting Traffic and Safety Ordinances*
9. *R09-23, Resolution Supporting Efforts to Maintain 'Idle Free Zones' In the Borough of Mountain Lakes*
10. *R10-23, Resolution to Support a 'Safe Routes to School' Program*
11. *R11-23, Resolution to Protect and Maintain the Public Lands of the Borough of Mountain Lakes*
12. *R12-23, Resolution to Close the Boulevard for the 2023 Memorial Day Parade*
13. *R13-23, Resolution Appointing Special Police Officers*
14. *R14-23, Resolution Appointing Assessment Search Officer*
15. *R15-23, Resolution Appointing Tax Search Officer*
16. *R16-23, Resolution Appointing JIF Representatives*
17. *R17-23, Resolution Appointing Dog and Cat Licensing Official*
18. *R18-23, Resolution Appointing Municipal Court Personnel*
19. *R19-23, Resolution Appointing a Member and an Alternate Member to Serve on the Community Development Revenue Sharing Committee*
20. *R20-23, Resolution Appointing the Municipal Housing Liaison*
21. *R21-23, Resolution Authorizing Cancellation of Refunds and Delinquencies under \$10.00*
22. *R22-23, Resolution Appointing Public Agency Compliance Officer*
23. *R23-23, Resolution Establishing the Rate of Interest for Delinquent Taxes*
24. *R24-23, Resolution Approving the 2023 Cash Management Plan*
25. *R25-23, Resolution Designating Official Depositories for Borough Funds*
26. *R26-23, Resolution Authorizing a Temporary Budget for the Calendar Year 2023*
27. *R27-23, Resolution Relative to Audit Controls Required for the Issuance of Statutory Bonds by the Municipal Excess Liability Joint Insurance Fund (MEL)*
28. *R28-23, Resolution Authorizing the Payment of Bills*



**AGENDA FOR THE REORGANIZATION MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
JANUARY 4, 2023
PUBLIC SESSION BEGINS AT 7:30 PM**

29. *R29-23, Resolution authorizing the continuation of a mutual aid agreement with the Township of Parsippany-Troy Hills for Basic Life Support Services*
30. *R30-23, Resolution Authorizing the Execution of an Interlocal Services Agreement between the Borough of Mountain Lakes and the County of Morris for Dispatching Services*
31. *R31-23, Resolution Authorizing the Execution of An Interlocal Services Agreement with the Whippany River Watershed Action Committee and Authorizing the Appointment of Representatives to the Committee for the Calendar Year 2023*
32. *R32-23, Resolution establishing the Borough Council Subcommittees for 2023 – Personnel, Shared Services, Public Safety and Public Works*
33. *R33-23, Resolution re-establishing the Woodlands Advisory Committee and appointing public members for 2023*
34. *R34-23, Resolution re-establishing the Traffic & Safety Advisory Committee and appointing public members for 2023*
35. *R35-23, Resolution re-establishing the Finance Advisory Committee and appointing public members for 2023*
36. *R36-23, Resolution re-establishing the Memorial Day Parade Advisory Committee and appointing public members for 2023*
37. *R37-23, Resolution Re-establishing the Economic Development Advisory Committee and Appointing public members for 2023*
38. *R38-23, Resolution Re-establishing the Lakes Management Advisory Committee and Appointing public members for 2023*
39. *R39-23, Resolution Re-establishing the Green Team Advisory Committee and Appointing public members for 2023*
40. *R40-23, Resolution re-establishing the Affordable Housing Advisory Committee and appointing public members for 2023*
41. *R41-23, Resolution re-establishing the Public Safety/Borough Hall Infrastructure Advisory Committee and appointing public members for 2023*
42. *R42-23, Resolution Reaffirming the Commitment of Mountain Lakes to Remain a Welcoming Community*
43. *R43-23, Resolution for Invasive Plant Species*
44. *R44-23, Resolution in compliance with United States Equal Employment Opportunity Commission's enforcement guidance regarding arrest and conviction records*



**AGENDA FOR THE REORGANIZATION MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
JANUARY 4, 2023
PUBLIC SESSION BEGINS AT 7:30 PM**

45. *R45-23, Resolution Endorsing the Adoption of Green Building Practices for the Municipal Buildings and Facilities*
46. *R46-23, Resolution Reaffirming the Borough's Commitment to Sustainable Land Use*
47. *R47-23, Resolution of Support & Authorizing Application for Sustainable Jersey Grant*
48. *R48-23, Resolution Supporting Participation in the Sustainable Jersey Municipal Certification Program*
49. *R49-23, Resolution of the Borough of Mountain Lakes, County of Morris, State of New Jersey authorizing the Mountain Lakes Police Department to Participate in the Police Assisted Addiction and Recovery Initiative (PAARI)*
50. *R50-23, North Jersey Municipal Employee Benefits Fund Resolution to Renew*
51. *R51-23, Resolution Authorizing a Professional Services Agreement for Legal Services between the Borough of Mountain Lakes and Murphy McKeon P.C.*
52. *R52-23, Resolution Authorizing a Professional Services Agreement for Engineering Services in Connection with the Management of Borough Owned Dams between the Borough of Mountain Lakes and Ferriero Engineering, Inc*
53. *R53-23, Resolution Authorizing a Professional Services Agreement for Auditing Services between the Borough of Mountain Lakes and Nisivoccia LLP*
54. *R54-23, Resolution Authorizing a Professional Services Agreement for Affordable Housing Administrative Agent Services Between the Borough of Mountain Lakes and CGP&H*
55. *R55-23, Resolution Authorizing a Professional Services Agreement Between the Borough of Mountain Lakes and Phoenix Advisors, LLC*
56. *R56-23, Resolution Authorizing a Professional Services Agreement for Website Maintenance Services between the Borough of Mountain Lakes and RDC Design Group, LLC*
57. *R57-23, Resolution Awarding a Contract for Professional Legal Services – Bond Counsel to Hawkins, Delafield & Wood LLP*
58. *R58-23, Resolution Awarding a Contract for Insurance Risk Consulting Services to Chadler Solutions, Inc.*
59. *R59-23, Resolution Establishing the Solid Waste Advisory Committee and Appointing Public Members*
60. *R60-23, Resolution Authorizing a Professional Services Agreement for Engineering Services Between the Borough of Mountain Lakes and Anderson and Denzler Associates Inc.*
61. *R61-23, Authorizing the Transfer of Appropriations*
62. *R62-23, Resolution Reappointing Monica Goscicki as Chief Financial Officer*
63. *R63-23, Resolution Authorizing 2023 Municipal Employee Salary*



**AGENDA FOR THE REORGANIZATION MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
JANUARY 4, 2023
PUBLIC SESSION BEGINS AT 7:30 PM**

- 64. *R64-23, Resolution Authorizing the Discretionary Award of a Contract for Lumber and Related Supplies to Feldman Lumber in an Amount that May Exceed \$17,500 but Will be Less than \$40,000*
- 65. *R65-23, Resolution Authorizing the Discretionary Award of a Contract for Ski and Snowboard Services to Camelback Resort in an Amount that May Exceed \$17,500 but Will be Less than \$40,000*
- 66. *R66-23, Resolution Authorizing a Professional Services Agreement for Lake Management Between the Borough of Mountain Lakes and Solitude Lake Management*
- 67. *R67-23, Resolution Authorizing a Professional Services Agreement Between the Borough of Mountain Lakes and Matthew J. Giacobbe, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC*
- 68. *R68-23, Resolution Authorizing the Cancellation of General Capital Appropriation Balances*
- 69. *R69-23, Resolution Authorizing the Submission of an Application to the New Jersey Department of Community Affairs Local Recreation Improvement Grant Program for Improvements to the Boulevard Trolley Path*
- 70. *R70-23, Resolution Authorizing the Submission of an Application to the New Jersey Department of Community Affairs Local Recreation Improvement Grant Program for Improvements to the Mountain Lakes Tennis Courts*

16) *MINUTES

Regular Minutes of December 12, 2022

17) *BOARD AND COMMISSION AND COMMITTEE APPOINTMENTS

Environmental Commission

Jackie Bay, Member with a term running through 12/31/25 (previously appointed)

Health Commission

Dr. Stephen Leviss, Member with a term running through 12/31/25 (previously appointed)

Dr. Katherine Roberts, Member with a term running through 12/31/25 (previously appointed)

Historic Preservation Committee

Brian Adams, Member with a term running through 12/31/26 (previously appointed)

Peter Mills, Alternate #1 with a term running through 12/31/24

Lakes Management

Lucien Foster, Member with a term running through 12/31/23

Alan Hunter, Member with a term running through 12/31/23

Jason Miner, Member with a term running through 12/31/23

Nikki Riley, Member with a term running through 12/31/23



**AGENDA FOR THE REORGANIZATION MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
JANUARY 4, 2023
PUBLIC SESSION BEGINS AT 7:30 PM**

Planning Board

Martin Kane, Class IV member with a term running through 12/31/26 (previously appointed)
Chris Ryan, 2nd Alternate with a term running through 12/31/24 (previously appointed)
Mitchell Stern, Class II member with a term running through 12/31/23
Thomas Menard, Class III member with a term running through 12/31/23
Khizar Sheikh, Class I member with a term running through 12/31/23

Recreation Commission

David Keyt, Member with a term running through 12/31/25 (previously appointed)
James Aitken, Member with a term running through 12/31/24
Heather Hornyak, Member with a term running through 12/31/24

Shade Tree

Sandy Batty, Member with a term running through 12/31/27 (previously appointed)

Zoning Board of Adjustment

Mark Caputo, Member with a term running through 12/31/26 (previously appointed)
Ryan Astrup, 1st Alternate with a term running through 12/31/24 (previously appointed)

18) *COUNCIL LIAISON APPOINTMENTS

<u>Committee/Commission/Board</u>	<u>Liaison/Member</u>
<i>Health Commission</i>	<i>Richter</i>
<i>Lakes Management Advisory Committee</i>	<i>Richter</i>
<i>Traffic & Safety Advisory Committee</i>	<i>Korman</i>
<i>Environmental Commission</i>	<i>Korman</i>
<i>Recreation Commission</i>	<i>Muilenberg</i>
<i>Library Board of Trustees</i>	<i>Muilenberg</i>
<i>Memorial Day Advisory Committee</i>	<i>Sheikh</i>
<i>Woodlands Management Advisory Committee</i>	<i>Muilenberg</i>
<i>Zoning Board of Adjustment</i>	<i>Richter</i>
<i>Shade Tree Commission</i>	<i>Cannon</i>
<i>Historic Preservation Committee</i>	<i>Menard</i>
<i>Green Team</i>	<i>Barnett</i>
<i>Finance Advisory Committee</i>	<i>Barnett</i> <i>Richter</i> <i>Sheikh</i>
<i>Planning Board</i>	<i>Menard</i> <i>Sheikh</i>
<i>Affordable Housing Advisory Committee</i>	<i>Cannon</i> <i>Korman</i> <i>Sheikh</i>



**AGENDA FOR THE REORGANIZATION MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
JANUARY 4, 2023
PUBLIC SESSION BEGINS AT 7:30 PM**

<i>Economic Development Advisory Committee</i>	<i>Cannon Richter Sheikh</i>
<i>Public Safety / Borough Hall Infrastructure Advisory Committee</i>	<i>Barnett Menard</i>
<i>Community Development (County Committee)</i>	<i>Muilenberg Korman (alt)</i>
<i>Whippany River Watershed Committee</i>	<i>Korman</i>
<i>Solid Waste Advisory Committee</i>	<i>Barnett Cannon Muilenberg</i>
<i>Ad Hoc Committee – Land Use Ordinances</i>	<i>Menard Richter</i>
<i>Ad Hoc Committee – The Station Project</i>	<i>Korman Menard</i>

<u>Subcommittees</u>	<u>Liaison/Member</u>
<i>Personnel Subcommittee</i>	<i>Barnett Muilenberg Menard</i>
<i>Shared Services Subcommittee</i>	<i>Barnett Menard Sheikh</i>
<i>Public Safety Subcommittee</i>	<i>Cannon Korman Richter</i>
<i>Department of Public Works</i>	<i>Barnett Cannon Menard</i>

19) ORDINANCES TO INTRODUCE

#1-23, Appropriating the Sum of \$210,000 Currently Located Within Capital Improvement Fund Balance and General Capital Fund Balance

20) 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.

21) ADJOURNMENT

STATEMENT OF DETERMINATION

A **STATEMENT** of Determination of the **BOARD OF CANVASSERS**, relative to an Election held in the **BOROUGH OF MOUNTAIN LAKES** County of Morris and State of New Jersey, for the election of certain Municipal Officers for the Municipality on the **8th** day of **November, 2022**.

The said Board does determine that at the said election:

NAME	OFFICE	TERM
Thomas Menard	Borough Council	4 Years
Melissa Muilenburg	Borough Council	4 Years
Chris Cannon	Borough Council	4 Years

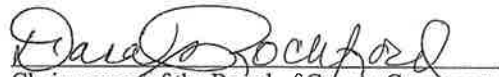
was or were duly elected to the office and for the term above set forth.

I DO HEREBY CERTIFY that the foregoing is a true, full and correct statement of the determination of the Board of Canvassers therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand this **18th** day of **November, 2022**

Attest:


Ann F. Grossi, Esq.
Morris County Clerk


Chairwoman of the Board of County Canvassers
Diana S. Rochford

STATE of NEW JERSEY,
COUNTY of MORRIS

I, **Ann F. Grossi, Esq.**, Clerk of the County of Morris, do hereby certify that the foregoing is a true, full and correct copy of the statement of the determination of the Board of County Canvassers relative to an election held in the Municipality or Political Subdivision thereof on the date therein noted, for certain Officers and the Certificate thereto appended as fully and entirely as the same remains on file in my office.



IN TESTIMONY WHEREOF,

I have hereunto set my hand and affixed the seal of the said County, at Morristown, on the **18th** day of **November, 2022**.


Ann F. Grossi, Esq.
Morris County Clerk



Oath of Office

I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of New Jersey, and that I will bear true faith and allegiance to the same and to the Governments established in the United States and in this State, under the authority of the people.

I do further solemnly swear that I will impartially and justly perform all the duties of the office of _____, according to the best of my ability, so help me God.

Signature

Sworn and subscribed before me this ____ day of _____, 2023

Mitchell Stern, Acting Borough Clerk



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

TO: BOROUGH COUNCIL MEMBERS
FROM: MITCHELL STERN, ACTING BOROUGH CLERK
DATE: DECEMBER 29, 2022
RE: EXPLANATION OF RESOLUTIONS

01-23 Resolution approving the officers of the Mountain Lakes Volunteer Fire Department

An annual resolution approving the Officers of the Mountain Lakes Volunteer Fire Department.

02-23 Resolution establishing 2023 Borough Council meeting schedule

An annual resolution establishing the dates of all regularly scheduled Borough Council meetings for calendar year 2023. Meetings are held the 2nd and 4th Mondays of the month except for July and August (4th Monday only) and December (2nd Monday only). The second September meeting will be held on Wednesday, September 27th due to the observance of Yom Kippur on Monday, September 25th. The Reorganization meeting for 2024 will be held on Wednesday, January 3rd due to the observance of New Year's Day on Monday, January 1st. The Wednesday January 25th and February 1st meetings are budget work sessions. All meetings will begin at 7pm.

03-23 Resolution designating Official Newspapers of the Borough for 2023

An annual resolution establishing the designated newspapers to be utilized by the Borough for publications, as required under the Open Public Meetings Act (OPMA).

04-23 Resolution establishing 2023 Borough Council meeting agenda

An annual resolution establishing the agenda format to be followed at Borough Council meetings.

05-23 Resolution designating 2023 holiday schedule

An annual resolution establishing designated holidays for 2023. Borough employees will not be scheduled to work on these dates, with the exception of Police personnel. All non-essential Borough facilities will be closed.

06-23 Resolution authorizing participation in the New Jersey State Recycling Tonnage Grant Program

Authorized annually, participation allows the Borough the opportunity to receive grant funding based on the amount of recycled material reclaimed through all Borough sources. Grant funds may be used to further recycling and recycling education efforts.

07-23 Resolution authorizing participation in the Volunteer Tuition Credit Program

Authorized annually, participation in the program entitles Volunteer Firefighters to receive lower tuition rates. There is no cost to the Borough for participation, and the program serves as an enticement for volunteers to join, or remain in, the fire department.

08-23 Resolution supporting traffic and safety ordinances

An annual resolution supporting the firm yet fair enforcement of all traffic violations and promoting pedestrian safety.

09-23 Resolution supporting efforts to maintain "Idle Free Zones" in the Borough of Mountain Lakes

Authorized annually, passage of this resolution supports the maintenance of "Idle Free Zones" around Borough schools. This resolution helps support the Green Team's Sustainable Jersey certification efforts.

10-23 Resolution to support a "Safe Routes to School Program"

Authorized annually, passage of this resolution reaffirms support of the Safe Routes to School Program. This resolution helps support the Green Team's Sustainable Jersey certification efforts.

11-23 Resolution to protect and maintain the public lands of the Borough of Mountain Lakes

Authorized annually, support of this resolution reaffirms the Council's desire to protect and maintain all Borough owned land for future generations.

12-23 Resolution to close the Boulevard for the 2023 Memorial Day parade

Authorized annually, this resolution requests the County of Morris to allow the Borough to close the Boulevard for the Memorial Day Parade.

13-23 Resolution appointing special police officers

Authorized annually, passage of this resolution appoints Class I and Class II Special Police Officers. These Officers assist and augment police manpower as deemed appropriate by the Chief of Police.

14-23 Resolution appointing assessment search officer

All municipalities are required to appoint an Assessment Search Officer annually and the Borough Clerk remains the appointee.

15-23 Resolution appointing tax search officer

All municipalities are required to appoint a Tax Search Officer annually and the Tax Collector remains the appointee.

16-23 Resolution appointing JIF representatives

Authorized annually, passage of this resolution appoints the Borough's representatives to the JIF (Joint Insurance Fund). The Borough Manager and Borough Police Chief will be the appointee and alternate, respectively.

17-23 Resolution appointing dog and cat licensing official

An annual resolution appointing the Dog and Cat Licensing Official.

18-23 Resolution appointing municipal court personnel

An annual resolution appointing the Municipal Court Prosecutor, Public Defender and Municipal Judge. The Judge appointment is a continuation of a three-year appointment, ending 12/31/2023.

19-23 Resolution appointing a member and an alternate member to serve on the Community Development Revenue Sharing Committee

An annual resolution required by the Cooperation Agreement between the County and the Borough to appoint a member and alternate to serve on the Community Development Revenue Sharing Committee.

20-23 Resolution appointing the municipal housing liaison

An annual resolution to appoint a Municipal Housing Liaison. The Borough Manager remains the appointee.

21-23 Resolution authorizing cancellation of refunds and delinquencies under \$10.00

An annual resolution authorizing the Tax Collector to cancel or refund any property tax over payment or delinquency under the amount of \$10.00.

22-23 Resolution appointing the P.A.C.O. Officer for 2023

An annual resolution appointing a Public Agency Compliance Officer in accordance with P.L. 1975 C. 127. This appointment is usually the Manager or Administrator of a municipality. The P.A.C.O. ensures that all affirmative action statutes are complied with.

23-23 Resolution establishing the rate of interest for delinquent taxes

An annual resolution establishing the rate of interest on all delinquent taxes.

24-23 Resolution approving the 2023 cash management plan

An annual resolution establishing a cash management plan. The cash management plan is designed to assure the investment of local funds in interest bearing accounts and other permitted investments. The resolution has been reviewed by Borough CFO Monica Goscicki.

25-23 Resolution designating official depositories for Borough funds

This resolution, required annually, establishes a list of financial institutions where Borough funds may be deposited. This resolution is required by NJ state statute.

26-23 Resolution authorizing a temporary budget for the calendar year 2023

All municipalities are required to establish a temporary budget in an amount not to exceed 26.25% of the prior year's total appropriations, excluding capital improvements and debt service. The temporary budget is valid for ninety (90) days. The temporary budget was developed by Borough CFO Monica Goscicki, in cooperation with the Borough Manager.

27-23 Resolution relative to audit controls required for the issuance of statutory bonds by the Municipal Excess Liability Joint Insurance Fund

Required annually, this resolution acknowledges that the auditor has concluded that proper controls are in place concerning the handling of finances and that financial transactions are satisfactory. This resolution is forwarded to the JIF and is necessary relative to the issuance of statutory bonds.

28-23 Resolution authorizing the payment of bills

A resolution authorizing the payment of Borough expenses.

29-23 Resolution authorizing a continuation of an interlocal agreement with the Township of Parsippany-Troy Hills for basic life support services

This resolution authorizes the continuation of the interlocal agreement with Parsippany-Troy Hills for basic life support services from Parsippany-Troy Hills emergency medical services provider, Par-Troy EMS.

30-23 Resolution authorizing the continuation of an interlocal services agreement between the Borough of Mountain Lakes and the County of Morris for Police and Fire Dispatch Services

This resolution authorizes the continuance of the Interlocal agreement with the County of Morris for police and fire dispatch services for the 2023 calendar year.

31-23 Resolution authorizing the continuation of an interlocal services agreement with the Whippany River Watershed Action Committee and authorizing the appointment of representatives to the committee for the calendar Year 2023

An annual resolution regarding the Borough's Interlocal service agreement with the Whippany River Watershed Action Committee for the purpose of maintaining a watershed management plan. The Borough Manager and Councilmember Korman are the Administrative Appointee and the Borough Council Appointee.

32-23 Resolution establishing the Borough Council Subcommittees for 2023

This resolution, passed annually, establishes the Borough Council's subcommittees. The subcommittees for 2023 are: Personnel, Public Safety, Shared Services and Public Works.

33-23 through 41-23 Resolutions re-establishing Advisory Committees and appointing public members for 2023

Annual resolutions re-establishing the Woodlands Advisory, Traffic & Safety Advisory, Finance Advisory, Memorial Day Parade Advisory, Economic Development Advisory, Lakes Management Advisory, Green Team Advisory, Affordable Housing Advisory and the Public Safety / Borough Hall Infrastructure Advisory Committees and appointing public members for 2023.

42-23 Resolution reaffirming the Borough's commitment to remain a welcoming community

A resolution reaffirming the Borough's commitment to remain a welcoming community to people of all races, ethnic backgrounds, religious affiliations and any other identities.

43-23 Resolution regarding invasive plant species

A resolution supporting efforts to eradicate invasive plant species and encourage the use of native plants in the Borough of Mountain Lakes.

44-23 Resolution certifying compliance with the United States Equal Employment Opportunity Commission

Passing of this resolution certifies the Borough's compliance with the guidance provided by the EEOC in regards to consideration of arrest and conviction records when making hiring decisions. Although not a new regulation, from the federal government, the State of New Jersey requires all municipalities to pass this resolution before the municipality can submit their annual municipal budget.

45-23 Resolution endorsing the adoption of green building practices for municipal buildings and facilities

A resolution supporting, where feasible, incorporating green building measures into municipal buildings and facilities during design, construction, operation, and maintenance.

46-23 Resolution reaffirming the Borough's commitment to sustainable land use

This resolution, when passed, continues to reflect the Borough's commitment to consider the principles of Regional Cooperation, Transportation Choices, Natural Resources Protection, Mix of Land Uses, Housing Options, Green Design and Municipal Facilities Siting when making land use decisions.

47-23 Resolution of support & authorizing application for Sustainable Jersey Grant

A resolution supporting applications for grant funding under the Sustainable Jersey Grant Program.

48-23 Resolution supporting participation in the Sustainable Jersey Municipal Certification Program

A resolution supporting the Borough's efforts to participate in the Jersey Municipal Certification Program and naming Janet Horst as the Borough's agent for the program.

49-23 Resolution authorizing the Mountain Lakes Police Department to participate in the Police Assisted Addiction and Recovery Initiative (PAARI)

A resolution supporting the Mountain Lakes Police Department's participation in the Police Assisted Addiction and Recovery Initiative, a program designed to provide a safe way for persons with substance abuse disorders to seek help through their local police department.

50-23 Resolution renewing participation in Municipal Employees Benefit Fund

This resolution renews the Borough's participation in the North Jersey Municipal Employees Benefit Fund.

51-23 Resolution authorizing a professional services agreement between the Borough of Mountain Lakes and Murphy McKeon P.C.

An annual resolution appointing the Borough's Attorney. The contract has no additional financial impact over the 2022 fee structure. A copy of the agreement is included in the packet.

52-23 Resolution authorizing a professional services agreement for engineering services in connection with the management of Borough owned dams between the Borough of Mountain Lakes and Ferriero Engineering, Inc.

An annual resolution appointing the Borough's Engineer for Dam and Lake related matters. The financial impact of this appointment is an increase of 2% over the previous year's agreement. There was no increase in 2022. A copy of the agreement is included in the packet.

53-23 Resolution authorizing a professional services agreement for auditing services between the Borough of Mountain Lakes and Nisivoccia LLP

An annual resolution to appoint the Borough's Auditor. The financial impact of this contract is an increase of 1.85% over the previous year's agreement. A copy of the agreement is included in the packet.

54-23 Resolution authorizing a professional services agreement for affordable housing administrative agent between the Borough of Mountain Lakes and CGP&H (Community Grants, Planning & Housing)

This resolution authorizes a professional services agreement for Affordable Housing Administrative Agent Services between the Borough and CGP&H. The contract has an annual fee not to exceed \$18,750. The fee for these services remains the same as from 2022.

55-23 Resolution authorizing a professional services agreement between the Borough of Mountain Lakes and Phoenix Advisors, LLC

This resolution authorizes a contract with Phoenix Advisors as the Borough's Continuing Disclosure Agent and Independent Registered Municipal Advisor in regard to filing reports for the municipality's bonding. The agreement reflects an increase of \$450 to the base fee due to the increasing regulatory burden on issuers by the SEC. The Borough Manager and CFO discussed the increase and understand the necessity of the increase. A copy of this agreement is included in the packet.

56-23 Resolution authorizing a professional services agreement for website maintenance services between the Borough of Mountain Lakes and RDC Design Group, LLC

This resolution authorizes a contract for Website Maintenance Services to RDC Design Group, LLC. The contract has no additional financial impact over the 2022 fee structure. A copy of the agreement is included in the packet.

57-23 Resolution awarding a contract for the professional legal services as the Borough's Bond Counsel to Hawkins, Delafield & Wood, LLP

An annual resolution appointing the Borough's Bond Counsel. Fees will be incurred if the Borough passes a bond ordinance or conducts a Bond Sale in 2023. The contract has no additional financial impact over the 2022 fee structure. A copy of the agreement is included in the packet.

58-23 Resolution awarding a contract for Insurance Risk Consulting Services to Chadler Solutions, Inc.

This resolution awards the annual contract for Insurance Risk Consulting Services to Chadler Solutions, Inc. The contract has no additional financial impact over the 2022 fee structure. A copy of the agreement is included in the packet.

59-23 Resolution re-establishing the Solid Waste Advisory Committee and appointing public members for 2023

A resolution re-establishing and appointing members to the Solid Waste Advisory Committee to review the Borough's solid waste collection services.

60-23 Resolution authorizing a professional services agreement for engineering services between the Borough of Mountain Lakes and Anderson and Denzler Associates, Inc.

An annual resolution appointing the Borough's Engineer for all matters except those related to Dams and Lakes. The financial impact of this appointment is an increase of 2.75% over the previous year's agreement. A copy of the agreement is included in the packet.

61-23 Resolution authorizing the transfer of appropriations

This resolution authorizes the CFO to transfer excess appropriations to appropriations that are insufficient to meet current needs as authorized by N.J.S.A. 40A:4-58. A complete explanation from our CFO is included with the resolution.

62-23 Resolution reappointing Monica Goscicki as Chief Financial Officer

This resolution re-appoints Monica Goscicki as the Chief Financial Officer for the Borough of Mountain Lakes. Her original appointment expires 12/31/22. Chief Financial Officers are appointed for four year terms. This appointment will give Mrs. Goscicki tenure in her position.

63-23 Resolution authorizing 2023 municipal employee salary

This resolution authorizes the salary of a Plumbing Sub-code / Building Inspector Part-Time and a Part-Time Building Subcode Official. This resolution is necessary due to an employee retiring. The salaries fall within the range for these positions as listed in the Borough's Salary Ordinance.

64-23 Resolution authorizing the discretionary award of a contract for lumber and related supplies to Feldman Lumber in an amount that may exceed \$17,500 but will be less than \$40,000

This resolution is necessary because anticipated purchases will bring the total purchased from this vendor to more than \$17,500 during the 2022 and 2023 calendar years.

65-23 Resolution authorizing the discretionary award of a contract for ski and snowboard services to Camelback Resort in an amount that may exceed \$17,500 but will be less than \$40,000

This resolution is necessary because anticipated purchases will bring the total purchased from this vendor to more than \$17,500 during the 2023 calendar year.

66-23 Resolution authorizing a professional services agreement for lakes management between the Borough of Mountain Lakes and Solitude Lake Management

This resolution authorizes a contract with Solitude Lake Management to provide lakes management and water quality management services for 2023. The financial impact of this contract is an increase of 2.93% over the previous year's agreement.

67-23 Resolution authorizing a professional services agreement between the Borough of Mountain Lakes and Matthew J. Giacobbe, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC

This resolution authorizes the Borough to enter into an agreement with Matthew J. Giacobbe Esq. for legal services for labor and employment related matters. The financial impact of this contract is an increase of 3% over the previous year's agreement.

68-23 Resolution authorizing the cancellation of general capital appropriation balances

This resolution cancels remaining balances from past capital funding ordinances. The cancelled balances will be used towards refurbishing the Borough tennis courts.

69-23 Resolution authorizing the submission of an application to the New Jersey Department of Community Affairs Local Recreation Improvement Grant Program for Improvements to the Boulevard Trolley Path

This resolution authorizes the Borough to apply for a NJ Department of Community Affairs Local Recreation Grant for improvements to the Boulevard Trolley Path.

70-23 Resolution authorizing the submission of an application to the New Jersey Department of Community Affairs Local Recreation Improvement Grant Program for Improvements to the Mountain Lakes Tennis Courts

This resolution authorizes the Borough to apply for a NJ Department of Community Affairs Local Recreation Grant for improvements to the Mountain Lakes Tennis Courts.

71-23 Resolution appointing Cara Fox as Borough Clerk and Municipal Registrar

This resolution appoints Cara Fox as Borough Clerk and Borough Registrar to a three year term.

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

RESOLUTION 01-23

**“RESOLUTION APPROVING THE OFFICERS OF THE
MOUNTAIN LAKES VOLUNTEER FIRE DEPARTMENT”**

WHEREAS, Chapter 26-14 of the Revised General Ordinances of the Borough of Mountain Lakes states that the Council shall approve the officers to serve in the Volunteer Fire Department of the Borough of Mountain Lakes; and

WHEREAS, the Mountain Lakes Volunteer Fire Department has proposed the following officers:

Fire Chief:	Joseph Mullaney
Deputy Chief:	Matthew DeSantis
Administrative Officer	Joseph Mullaney

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that said officers have been duly approved for the **2023** calendar year.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 02-23

“RESOLUTION ESTABLISHING 2023 BOROUGH COUNCIL MEETING SCHEDULE”

WHEREAS, Chapter 231 of the Public Laws of the State of New Jersey for 1975, known as and herein designated as the “Open Public Meetings Act”, requires notification of meetings of public bodies, as therein defined, in the manner therein set forth.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, regular sessions, to discuss or act upon public business will begin at 7p.m. on each of the dates set forth below, at Mountain Lakes High School, 96 Powerville Road, Mountain Lakes, New Jersey.

Monday, January 23, 2023
Wednesday, January 25, 2023
Wednesday, February 1, 2023
Monday, February 13, 2023
Monday, February 27, 2023
Monday, March 13, 2023
Monday, March 27, 2023
Monday, April 10, 2023
Monday, April 24, 2023
Monday, May 8, 2023
Monday, May 22, 2023

Monday, June 12, 2023
Monday, June 26, 2023
Monday, July 24, 2023
Monday, August 28, 2023
Monday, September 11, 2023
Wednesday, September 27, 2023
Monday, October 9, 2023
Monday, October 23, 2023
Monday, November 13, 2023
Monday, November 27, 2023
Monday, December 11, 2023 - 6:00 p.m. start

Reorganization

Wednesday, January 3, 2024 – 7pm

BE IT FINALLY RESOLVED that any additions or changes to the above schedule or changes in the time, date or place of any scheduled meeting will be posted on the official bulletin board and delivered to the official newspaper of the Borough in advance, as required by law.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 03-23

“RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS OF THE BOROUGH FOR 2023”

WHEREAS, Chapter 231 of the Public Laws of the State of New Jersey for 1975, known as and herein designated as the “Open Public Meetings Act”, requires notification of meetings of public bodies, as therein defined, in the manner therein set forth; and

WHEREAS, N.J.S.A. 10: 4-8 requires public bodies to designate which newspapers shall serve as “Official Newspapers” in their jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey for purpose of compliance with the aforesaid “Open Public Meetings Act” and N.J.S.A. 10: 4-8, that the Borough Council of the Borough of Mountain Lakes hereby makes the following designations:

1. The Morris County Daily Record, The Citizen, and/or The Star Ledger as the newspapers to receive notices of meetings as required by any and all sections of the “Open Public Meetings Act”, and NJSA 10:4-8, as those newspapers are most likely to inform the local public of such meetings.
2. The location for posting of notice of meetings shall be on the bulletin board located in the Borough Hall, 420 Boulevard Suite 103, Mountain Lakes, New Jersey.
3. The sum of \$25.00 per year is hereby fixed as the amount to be paid by any person requesting individual notice of meetings as provided in Section 14 of the “Open Public Meetings Act” and NJSA 10:4-19.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

[illegible]

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 05-23

“RESOLUTION DESIGNATING 2023 HOLIDAY SCHEDULE”

WHEREAS, the Borough of Mountain Lakes Personnel Policy states that certain employees are entitled to thirteen (13) holidays.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that all employees other than the Police Department shall be entitled to the following holidays, and the Borough offices shall be closed on these days:

HOLIDAY SCHEDULE (Offices Closed)

New Year’s Day	Sunday, January 1, 2023 (Observed Monday, January 2, 2023)
Presidents’ Day	Monday, February 20, 2023
Memorial Day	Monday, May 29, 2023
Independence Day	Tuesday, July 4, 2023
Labor Day	Monday, September 4, 2023
Veterans Day	Saturday, November 11, 2022 (Observed Friday, November 10, 2022)
Thanksgiving Holiday	Thursday, November 23, 2023
Thanksgiving Holiday	Friday, November 24, 2023
Christmas Holiday	Monday, December 25, 2023
Christmas Holiday	Tuesday, December 26, 2023

New Year’s Day 2024	Monday, January 1, 2024
---------------------	-------------------------

Three Floating Holidays (Martin Luther King Day, Good Friday, and Columbus Day) which are to be used with the approval of Department Heads.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 06-23

“RESOLUTION AUTHORIZING PARTICIPATION IN THE NEW JERSEY STATE RECYCLING TONNAGE GRANT PROGRAM”

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to Implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants **for calendar year 2023** will memorialize the commitment of this municipality to recycling and to indicate the assent of the Borough of Mountain Lakes to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW THEREFORE BE IT RESOLVED by the **Borough Council of the Borough of Mountain Lakes** that **Mountain Lakes** hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Doug Edler to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 07-23

“RESOLUTION AUTHORIZING PARTICIPATION IN THE VOLUNTEER TUITION CREDIT PROGRAM”

WHEREAS, the Borough Council of the Borough of Mountain Lakes in the County of Morris, State of New Jersey, deem it appropriate to enhance the recruitment and retention of volunteer firefighters and emergency medical volunteers in the Borough of Mountain Lakes; and

WHEREAS, the State of New Jersey has enacted P.L. 1998, c.145 which permits municipal governments to allow their firefighters and emergency medical volunteers to take advantage of the Volunteer Tuition Credit Program at no cost to the municipal government.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Volunteer Tuition Credit Program as set forth in P.L. 1998, c.145 is herewith adopted for the volunteer firefighters and emergency medical volunteers in the municipality.

BE IT FURTHER RESOLVED, that the Borough Clerk of the Borough of Mountain Lakes is herewith delegated the responsibility to administer the program and is authorized to enter into all agreements and to maintain files of all documents as may be required under the P.L. 1998, c. 145, a copy of which is herewith made part of this resolution.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 08-23

"RESOLUTION SUPPORTING TRAFFIC AND SAFETY ORDINANCES"

WHEREAS, the Borough Council desires that the traffic and safety Ordinances of the Borough to be firmly and fairly enforced; and

WHEREAS, the Borough Council feels that the success of this program is assured if the Council, Manager, the Department Heads, the individual members of the Borough Police Department, and all other members of the Borough work force give these Ordinances their full support and attention.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the word should go out to all the residents, and all those who travel through our community, that we will not tolerate speeding, reckless driving, and the disregard of pedestrian safety.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to all Department Heads and the Chief of Police.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 09-23

**“RESOLUTION SUPPORTING EFFORTS TO MAINTAIN ‘IDLE FREE ZONES’
IN THE BOROUGH OF MOUNTAIN LAKES”**

WHEREAS, emissions from gasoline and diesel powered vehicles contribute significantly to air pollution, including greenhouse gases, ozone formation, fine particulates, and a multitude of potentially harmful pollutants that can trigger an asthma attack and other ailments; and

WHEREAS, asthma is a significant public health concern in NJ, especially among children and the elderly; and

WHEREAS, unnecessary greenhouse gas emissions and exposure to air toxics can be minimized by reducing or eliminating wasteful vehicle idling; and

WHEREAS, petroleum-based gasoline and diesel fuel are nonrenewable fuels and should be used wisely and not wasted; and

WHEREAS, idling is not generally beneficial to a vehicle’s engine because it wears engine parts; and

WHEREAS, vehicle idling occurs in locations (e.g. school grounds, parking lots, drive-through windows, business centers, etc.) where residents can be exposed to air pollutant emissions; and

WHEREAS, moving beyond New Jersey’s existing no-idling code of 3 minutes would significantly improve public health, air quality, reduce costs and greenhouse gas emissions.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough of Mountain Lakes supports efforts to maintain “idle free zones” to minimize idling by government agencies, schools, businesses, and other organizations by:

- Encouraging any gasoline or diesel powered motor vehicle to turn off their engines after 10 seconds if they plan to remain at that location for more than 30 seconds;
- Encouraging the public to minimize idling at idle-frequent locations such as school drop-off and pick up, drive through windows, gas stations, parking lots, and business centers;
- Maintaining municipal vehicles to eliminate any visible exhaust;
- Enforcing existing violations and penalties under NJ’s existing no-idling code; and
- Supporting broad education of the public about the health, environmental and economic impacts of idling and ways to reduce idling.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 10-23

“RESOLUTION TO SUPPORT A ‘SAFE ROUTES TO SCHOOL PROGRAM’”

WHEREAS, there is a need to promote the health and safety of our children; and

WHEREAS, lack of physical activity has had a significant impact on children’s health and well-being, resulting in higher rates of obesity, diabetes, heart disease, and other related health concerns compared to thirty (30) years ago; and

WHEREAS, driving children to school by private vehicle and idling in the school vicinity contributes to traffic congestion and air pollution near the school; and

WHEREAS, air pollution near schools can have adverse effects on student health, including decreased lung development, allergies and asthma, as well as on the local environment; and

WHEREAS, Congress has designated federal funding to develop the National Safe Routes to School Program to address these challenges; and

WHEREAS, bicycling and walking to school can have a positive mental and physical impact on the health of children and youth, and helps them arrive at school ready to learn; and

WHEREAS, providing safer routes to and from schools aims to decrease pedestrian and bicycling related injuries, not just for students but for the entire community; and

WHEREAS, the Safe Routes to School program uses education, encouragement, infrastructure and enforcement strategies to help make walking and bicycling to school safer and more attractive to children; and

WHEREAS, a successful Safe Routes to School program involves schools, school boards, citizens and local government to collaborate to enable and encourage children, including those with disabilities, to walk and bicycle to school safely.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, support the Safe Routes to School Program and are proponents of developing and maintaining safe ways to walk and bicycle to school.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 11-23

**“RESOLUTION TO PROTECT AND MAINTAIN
THE PUBLIC LANDS OF THE BOROUGH OF MOUNTAIN LAKES”**

WHEREAS, the Borough Council of the Borough of Mountain Lakes believes that all land owned by the Borough of Mountain Lakes is held in trust for future generations by the Councils and citizens of this community; and

WHEREAS, the woodland, wetlands, and open spaces of Mountain Lakes help define the character of the town and, beyond that, each succeeding year brings us more information on how vital such natural lands are to our collective well-being and to the health of the world around us; and

WHEREAS, these lands are also buffers which mitigate the effect of reasonable development of private lands; and

WHEREAS, once converted to other use, such lands cannot be replaced and therefore short term needs and pressures do not justify endangering the environment of our town, county and state; and

WHEREAS, the Borough Council believes that those most intimately associated with these lands are the most qualified to protect them.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough of Mountain Lakes will protect these lands as its citizens and their elected officials deem necessary, and that the current Council of the Borough affirms and continues in the wisdom of its predecessors in owning, protecting and maintaining the public lands of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 12-23

“RESOLUTION TO CLOSE THE BOULEVARD FOR THE 2023 MEMORIAL DAY PARADE”

WHEREAS, it is necessary to close the Boulevard on **Monday, May 29, 2023** from 10 A.M. to 12 P.M. (Noon) from the intersection of Glen Road to the intersection of Lake Drive for the Memorial Day Parade; and

WHEREAS, the Morris County Board of County Commissioners has always given its permission to the above request.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, grant permission for the above closing contingent on final approval of closure by the Morris County Board of County Commissioners.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 13-23

"RESOLUTION APPOINTING SPECIAL POLICE OFFICERS"

WHEREAS, the Chief of Police has recommended and the Borough Manager has approved the following individuals to be appointed to serve as Special Police Officers as identified below:

Class I Special Police Officer	Chris Seugling
Class II Special Police Officer	Joseph Mola
Class II Special Police Officer	Joseph Mullaney
Class II Special Police Officer	Jeffrey Sims

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey that said officers have been duly appointed for the 2023 calendar year in accordance with N.J.S.A. 40A: 14-140, and 146.10.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2022.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 14-23

“RESOLUTION APPOINTING ASSESSMENT SEARCH OFFICER”

WHEREAS, N.J.S.A. 54:5-18.1 requires the governing body to provide by resolution for the making of official certificates of searches as to municipal improvements authorized by Ordinance of the municipality, but not assessed, affecting any parcel or tract of land in such municipality in that a future assessment will be made thereon pursuant to such Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Acting Borough Clerk is hereby appointed to the position of Assessment Search Officer until such time a resolution stating otherwise is adopted.

BE IT FINALLY RESOLVED that a certified copy of this resolution is forwarded to the Assessment Search Officer.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 15-23

“RESOLUTION APPOINTING TAX SEARCH OFFICER”

WHEREAS, N.J.S.A. 54:5-11 requires the governing body to designate, by resolution, a bonded official of the municipality to make examinations of its records as to unpaid municipal liens and to certify the result thereof.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that **Ann Purcell** is hereby appointed to the position of Tax Search Officer until such time a resolution stating otherwise is adopted.

BE IT FINALLY RESOLVED that a certified copy of this resolution is forwarded to the Tax Search Officer.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 16-23

“RESOLUTION APPOINTING JIF REPRESENTATIVES”

WHEREAS, the Borough of Mountain Lakes is a member of the Morris County Joint Insurance Fund; and

WHEREAS, there is a requirement of the Morris County Insurance Fund that all participating municipalities to designate an Insurance Fund Commissioner as its representative.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that **Mitchell Stern** be appointed Borough Representative to the Morris County Joint Insurance Fund.

BE IT FURTHER RESOLVED that **Shawn Bennett** be appointed as Alternate Representative, to attend meetings in his place when the need arises.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 17-23

“RESOLUTION APPOINTING DOG AND CAT LICENSING OFFICIAL”

WHEREAS, the Borough of Mountain Lakes licenses dogs and cats annually; and

WHEREAS, cat and dog licensing is done by mail and in person.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that **Cara Fox** shall be appointed as the Dog and Cat Licensing Official for **2023**.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 18-23

"RESOLUTION APPOINTING MUNICIPAL COURT PERSONNEL"

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

WHEREAS, effective January 1, 2012, the Borough has entered into a Shared Service Agreement with the Township of Denville for the sharing of municipal court personnel and facilities; and

WHEREAS, in furtherance of that Shared Service Agreement, it is necessary for the Borough Council to appoint the appropriate Municipal Court personnel for 2023 as provided under N.J.S.A. 2B: 12-4.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, the following Municipal Court personnel be appointed, with all compensation being paid by the Township of Denville pursuant to the Shared Services Agreement, for terms ending December 31, 2023, as provided under N.J.S.A. 2B:12-4.

Municipal Prosecutor

Brian Mason

Public Defender

Daniel Agatino

Municipal Court Judge

Gerard Smith

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 19-23

**“RESOLUTION APPOINTING A MEMBER AND AN ALTERNATE MEMBER
TO SERVE ON THE COMMUNITY DEVELOPMENT REVENUE SHARING COMMITTEE”**

WHEREAS, the by-laws of the Morris County Community Development Program and the Cooperation Agreement the Borough has entered into with the County require that the Borough Council appoint, on an annual basis, one member to serve on the Community Development Revenue Sharing Committee.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that Melissa Muilenburg be appointed as Member to serve on the Community Development Revenue Sharing Committee for the year **2023**, and that Cynthia Korman be appointed as Alternate Member.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 20-23

“RESOLUTION APPOINTING THE MUNICIPAL HOUSING LIAISON”

WHEREAS, the Borough has, by Ordinance #02-10, created the position of Municipal Housing Liaison, in accordance with the regulations promulgated by the Council on Affordable Housing; and

WHEREAS, Ordinance #02-10 provides that the Borough Council shall appoint a Municipal Housing Liaison.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes that Mitchell Stern is hereby appointed as the Municipal Housing Liaison for the Borough of Mountain Lakes for the calendar year **2023**.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 21-23

“RESOLUTION AUTHORIZING CANCELLATION OF REFUNDS AND DELINQUENCIES UNDER \$10.00”

WHEREAS, N.J.S.A. 40A: 5-18 allows for the cancellation of property tax refunds or delinquent amounts in the amount less than \$10.00; and

WHEREAS, the governing body may authorize a municipal employee chosen by said body to process, without further action on their part, any cancellation of property tax delinquencies or overpayments of \$10.00 or less.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the **Tax Collector, Ann Purcell,** is authorized to cancel said tax amounts as deemed necessary.

BE IT FURTHER RESOLVED that a certified copy of the Resolution shall be forwarded to the Tax Collector and Borough Auditor.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 22-23

"RESOLUTION NAMING AFFIRMATIVE ACTION P.A.C.O. FOR 2023"

BE IT RESOLVED, that the Mayor and Council of the Borough of Mountain Lakes, in the County of Morris, New Jersey, in accordance with P.L. 1975 C. 127 (NJAC 18:27), does hereby designate the Public Agency Compliance Officer of the Borough of Mountain Lakes in Morris County, New Jersey for the year 2023, to be:

Mitchell Stern
Borough Manager
400 Boulevard
Mountain Lakes, NJ, 07046
Tel: (973)334-3131, ext. 2007
Fax: (973)402-3466

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 23-23

"RESOLUTION ESTABLISHING THE RATE OF INTEREST FOR DELINQUENT TAXES"

WHEREAS, R.S. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments subject to any abatement or discount for the late payment of taxes as provided by law.

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

1. Property taxes shall be due and payable quarterly on February 1st, May 1st, August 1st and November 1st of each year, with a ten-day grace period, after which dates, if unpaid shall become delinquent, with interest charged as set forth below and reverting back to the due date on any quarterly installment of taxes.
2. The rate of interest for delinquent property taxes is fixed at 8% per annum on the first \$1,500.00 of delinquency and 18% per annum on any amount of taxes in excess of \$1,500.00.
3. A 6% year-end penalty will be assessed on the last day of the fiscal year on delinquent property tax accounts when in excess of \$10,000.
4. This resolution shall be published in its entirety once in an Official Newspaper of the Borough of Mountain Lakes.
5. A certified copy of this resolution shall be provided by the Office of the Clerk to the Tax Collector, Utility Billing Clerk, Borough Attorney, and Borough Auditor.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Mulienburg						
Richter						
Sheikh						

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

RESOLUTION 24-23

“RESOLUTION APPROVING THE 2023 CASH MANAGEMENT PLAN”

WHEREAS, the Local Fiscal Affairs Law (N.J.S.A. 40A:5-14) Chapter 148 of the 1997 Pamphlet Laws of the State of New Jersey require that counties, municipalities and authorities adopt annually a Cash Management Plan designed to assure the investment of local funds in interest bearing accounts and other permitted investments.

NOW THEREFORE BE IT RESOLVED that the Borough Council of the Borough of Mountain Lakes, County of Morris, in the State of New Jersey approves the attached Cash Management Plan for the Borough of Mountain Lakes for the period January 1, 2023 to December 31, 2023.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**2023 CASH MANAGEMENT PLAN FOR THE BOROUGH OF MOUNTAIN LAKES,
COUNTY OF MORRIS, NJ**

I. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Borough of Mountain Lakes, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

- A. The Plan is intended to cover the deposit and/or investment of the following funds of the Borough of Mountain Lakes:

Clearing Account

Current Fund

Water Utility Operating Fund

Sewer Utility Operating Fund

General Capital Fund

Water Capital Fund

Sewer Capital Fund

- B. It is understood that, for investment purposes, this Plan is not intended to cover certain funds of the Borough of Mountain Lakes, specifically Payroll Trust Funds, General Trust Funds and Municipal Court Accounts.

III. DESIGNATION OF OFFICIALS OF THE BOROUGH OF MOUNTAIN LAKES AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN

The Chief Financial Officer (the Designated Official) and the Borough Treasurer of the Borough of Mountain Lakes are hereby authorized and directed to deposit and/or invest the funds referred to in the Plan.

IV. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

Bank of America

TD Bank

JP Morgan Chase Bank

PNC Bank

Wells Fargo Bank

State of N.J. Cash Management Fund

Peapack-Gladstone Bank

Citibank

HSBC Bank

Lakeland Bank

Santander Bank

Provident Bank

V. DEPOSIT OF FUNDS

All funds shall be deposited within 48 hours of receipt in accordance with State Statute.

- (1) Operating funds must be deposited into interest bearing accounts to maximize interest earnings.
- (2) Capital funds other than operating funds may be deposited into interest bearing accounts. Non-interest bearing accounts shall be regularly monitored for availability of funds for investment.
- (3) Trust funds may be deposited into interest bearing accounts. Non-interest bearing accounts shall be regularly monitored for availability of funds for investment except where either state or federal laws prohibit the earnings of interest on such funds.

VI. DESIGNATION OF ALLOWABLE INVESTMENT INSTRUMENTS

The Borough may permit deposits and investments in depositories as permitted in P.L. 1997, Chapter 148.

VII. DEFINITION OF ACCEPTABLE COLLATERAL AND PROTECTION OF BOROUGH ASSETS

- (1) All designated depositories must conform to all applicable state statutes concerning depositories of public funds.
- (2) All depositories shall obtain the highest amount possible FDIC and /or FSLIC coverage of all Borough assets (Demand and Certificate of Deposit) and shall be a member of GUDPA.
- (3) Collateral will be required for all deposits and investments of the Borough, except for those in the State of New Jersey Cash Management Fund. Collateral must have a market value of not less than 100 percent of all deposits and investments.

VIII. MAXIMUM MATURITY POLICY

Investments shall be limited to a maturity not to exceed 397 days on all operating funds unless a longer maturity is permitted within the provisions of regulations promulgated by either the federal or state governments.

IX. INVESTMENT PROCEDURES

- (1) Bids for Certificates of Deposit and Repurchase Agreements will be solicited from at least three designated depositories only if the amount is \$50,000 or greater.
- (2) Telephone bids will be solicited from designated depositories by the Chief Financial Officer or by his/her designated staff member.
- (3) The depository shall specify the principal amount of the investment bid on, interest rate, and number of days used to calculate the interest to be paid upon maturity.
- (4) Interest paid shall be from the date the bid was awarded to the day of maturity.
- (5) All bidders may request the results of the bid after the bid is formally awarded.
- (6) A check or wire transfer of funds will be made available to the winning bidder the same business day the bid is awarded.
- (7) Each quotation shall be documented to record the date and time of quote, the parties in the discussion, the instrument(s), maturities and rates. A bid form of the Borough may be used.

X. CONTROLS

When possible, the internal controls should provide for a segregation of the investment placement functions and the accounting activity. Controls must be designed for telephone orders, wire transfers and securities safekeeping. Only designated personnel of the Finance Office shall be allowed to conduct these transactions, and all activity should be subject to immediate written confirmation by the designated depository. The Chief Financial Officer shall review each day's activity.

XI. BONDING

Surety bonds will be maintained for all personnel who have required coverage in accordance with the Borough's auditors and Division of Local Government Service guidelines.

XII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Borough of Mountain Lakes, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Borough of Mountain Lakes to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Borough of Mountain Lakes or by a third party custodian prior to or upon the release of the Borough's funds.

XIII. REPORTING REQUIREMENTS

The Designated Official referred to in Section III hereof shall supply to the governing body of the Borough of Mountain Lakes, on a quarterly basis, a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Borough of Mountain Lakes as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.

XIV. TERM OF PLAN

This plan shall be in effect from January 1, 2023 to December 31, 2023. Attached to this Plan is a resolution of the Borough of Mountain Lakes approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the governing body, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

XV. AUTHORIZED ACCOUNT SIGNATURES

BOROUGH OF MOUNTAIN LAKES - BANK ACCOUNTS AS OF 12/31/22

	# Authorized Signatures	# Required Signatures
Provident Bank - Bank Accounts		
Operating Accounts:		
Current Fund	3	2
General Capital Fund	3	2
Water Utility Operating Fund	3	2
Water Utility Capital Fund	3	2
Sewer Utility Operating Fund	3	2
Sewer Utility Capital Fund	3	2
Payroll Trust Accounts:		
Net Payroll Fund	3	1
Payroll Agency Fund	3	2
Unemployment Insurance Fund	3	2
Flexible Spending Account	3	2
General Trust Accounts:		
Animal Trust Fund	3	2
Police Outside Detail Trust	3	2
Recreation Trust Fund	3	2
Other Trust Fund	3	2
Developer's Escrow Trust Fund	3	2
Police Forfeited Assets	3	2
Shade Tree Trust Fund	3	2
Affordable Housing Trust Fund	3	2

XV. PETTY CASH FUND

Reimbursements for expenditures through the Petty Cash Fund shall be made within the limits approved by the Director of the Division of Local Government Services. The Petty Cash Fund shall be maintained in accordance with N.J.S.A. 40A: 5-21. Petty Cash Funds shall be maintained in the following amounts:

Custodians	\$250.00
------------	----------

XVI. CHANGE FUNDS

Change funds have been established by resolution of the governing body to provide change to taxpayers making payments to the following departments:

Tax Office/Solid Waste	\$150.00
------------------------	----------

Water/Sewer Utilities Department	\$ 50.00
----------------------------------	----------

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

RESOLUTION 25-23

“RESOLUTION DESIGNATING OFFICIAL DEPOSITORIES FOR BOROUGH

FUNDS”

WHEREAS, N.J.S.A. 40A: 5-14 mandates that the governing body of a municipal corporation shall, by resolution passed by a majority vote of the full membership thereof, designate as a depository for its monies a bank or trust company having its place and business in the state and organized under the laws of the United States or this State.

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

1. That the following financial institutions be designated depositories of the Borough funds for the year **2023**

Bank of America	Citibank	TD Bank
HSBC Bank	Lakeland Bank	JP Morgan Chase Bank
PNC Bank	Santander Bank	Peapack-Gladstone Bank
State of N.J. Cash Management Fund	Wells Fargo Bank	Provident Bank

2. That all checks approved by the Borough Council shall be signed by two of the following three representatives of the Borough of Mountain Lakes: Mayor, Borough Manager or Chief Financial Officer.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 26-23

“RESOLUTION AUTHORIZING A TEMPORARY BUDGET FOR THE CALENDAR YEAR 2023”

WHEREAS, N.J.S.A. 40A:4-19, Local Budget Law, provides that temporary appropriations may be made prior to the adoption of the **2023** Budget for the purposes and amounts required in the manner therein provided; and

WHEREAS, the total appropriations in the **2022** Budget less appropriations made for Capital Improvement Fund, Debt Service, and Public Assistance are as follows:

Current Fund	\$9,905,586.24
Water Operating Fund	\$ 914,840.79
Sewer Operating Fund	\$1,011,546.62

WHEREAS, 26.25% of the total appropriations in the **2022** Budget, less appropriations made for Capital Improvement Fund, Debt Service, and Public Assistance are as follows:

Current Fund	\$2,279,597.42
Water Operating Fund	\$ 240,145.71
Sewer Operating Fund	\$ 265,530.99

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the following temporary appropriations be made and a copy of this shall be transmitted to the Chief Financial Officer for his/her records.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

2023 TEMPORARY BUDGET

01-201-20-100-001	GENERAL ADMIN: SALARIES & WAGES	37,420.00
01-201-20-100-020	GENERAL ADMIN: OTHER EXPENSES	20,000.00
01-201-20-110-020	MAYOR AND COUNCIL: OTHER EXPENSES	500.00
01-201-20-120-001	MUNICIPAL CLERK: SALARIES & WAGES	14,000.00
01-201-20-120-020	MUNICIPAL CLERK: OTHER EXPENSES	3,000.00
01-201-20-130-001	FINANCIAL ADMIN: SALARIES & WAGES	15,000.00
01-201-20-130-020	FINANCIAL ADMIN: OTHER EXPENSES	7,440.00
01-201-20-140-020	COMPUTER SERVICES: OTHER EXPENSES	8,000.00
01-201-20-145-001	TAX COLLECTOR: SALARIES & WAGES	11,000.00
01-201-20-145-020	TAX COLLECTOR: OTHER EXPENSES	3,200.00
01-201-20-150-001	TAX ASSESSOR: SALARIES & WAGES	6,800.00
01-201-20-150-020	TAX ASSESSOR: OTHER EXPENSES	3,000.00
01-201-20-155-020	LEGAL: OTHER EXPENSES	24,000.00
01-201-20-165-020	ENGINEERING SERVICES: OTHER EXPENSES	2,800.00
01-201-21-180-001	PLANNING BOARD: SALARIES & WAGES	2,800.00
01-201-21-180-020	PLANNING BOARD: OTHER EXPENSES	4,000.00
01-201-21-185-001	ZONING BD OF ADJ: SALARIES & WAGES	2,800.00
01-201-21-185-020	ZONING BD OF ADJ: OTHER EXPENSES	3,000.00
01-201-22-195-001	UNIFORM CONSTRUC CODE: SALARIES & WAGES	37,000.00
01-201-22-195-020	UNIFORM CONSTRUC CODE: OTHER EXPENSES	2,000.00
01-201-22-196-001	CODE ENFORCEMENT: SALARIES & WAGES	13,400.00
01-201-23-210-020	LIABILITY INSURANCE	32,200.00
01-201-23-215-020	WORKMAN COMPENSATION INSURANCE	27,000.00
01-201-23-220-020	EMPLOYEE GROUP INSURANCE	135,000.00
01-20123-222-020	HEALTH BENEFIT WAIVER	10,500.00
01-201-25-240-001	POLICE DEPT: SALARIES & WAGES	585,000.00
01-201-25-240-020	POLICE DEPT: OTHER EXPENSES	40,000.00
01-201-25-250-020	INTERLOCAL SERVICE: MC POLICE DISPATCH	27,250.00
01-201-25-251-020	INTERLOCAL SERVICE: DENVILLE COURT	15,500.00
01-201-25-252-001	EMERGENCY MANAGEMENT: SALARIES & WAGES	2,100.00
01-201-25-252-020	EMERGENCY MANAGEMENT: OTHER EXPENSES	500.00
01-201-25-255-001	FIRE DEPT: SALARIES & WAGES	2,300.00
01-201-25-255-020	FIRE DEPT: OTHER EXPENSES	10,000.00
01-201-25-266-001	FIRE DEPT. SAFETY: SALARIES & WAGES	4,700.00
01-201-25-266-020	FIRE DEPT. SAFETY: OTHER EXPENSES	200.00
01-201-26-290-001	STREETS AND ROADS: SALARIES & WAGES	110,000.00
01-201-26-290-020	STREETS AND ROADS: OTHER EXPENSES	65,000.00
01-201-26-300-020	SHADE TREE COMMISSION: OTHER EXPENSES	500.00
01-201-26-305-001	SOLID WASTE: SALARIE & WAGES	5,000.00
01-201-26-305-020	SOLID WASTE: OTHER EXPENSES	250,000.00
01-201-26-310-020	BUILDINGS & GROUNDS: MUNICIPAL BUILDING	4,000.00
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	20,000.00
01-201-27-330-001	BOARD OF HEALTH: SALARIES & WAGES	1,500.00
01-201-27-330-020	BOARD OF HEALTH: OTHER EXPENSES	7,625.00
01-201-27-335-020	ENVIRONMENTAL COMMISSION: OTHER EXPENSES	500.00
01-201-27-337-020	WOODLAND COMMITTEE: OTHER EXPENSES	500.00
01-201-26-306-020	RECYCLING TAX	700.00
01-201-28-370-001	RECREATION DEPT: SALARIES & WAGES	9,000.00

01-201-28-370-020	PARKS & PLAYGROUNDS: OTHER EXPENSES	4,000.00
01-201-28-375-020	MAINTENANCE OF PARKS, BEACHES & LAKES	5,000.00
01-201-29-390-020	AID TO THE PUBLIC LIBRARY	104,100.00
01-201-30-420-020	CELEBRATION OF PUBLIC EVENTS: OTHER EXPENSES	500.00
01-201-31-435-020	ELECTRICITY	6,000.00
01-201-31-436-020	STREET LIGHTING	5,000.00
01-201-31-437-020	NATURAL GAS	9,000.00
01-201-31-440-020	TELECOMMUNICATIONS	10,000.00
01-201-31-447-020	PETROLEUM PRODUCTS	30,000.00
01-201-36-471-020	CONTRIBUTION TO PERS	164,226.00
01-201-36-472-020	SOCIAL SECURITY SYSTEM (O.A.S.I.)	37,800.00
01-201-36-475-000	CONTRIBUTION TO PFRS	311,236.42
01-201-36-477-020	DCRP	5,000.00
	TOTALS	<u>2,279,597.42</u>

	WATER UTILITY	
05-201-55-510-001	OPERATING: SALARIES & WAGES	124,000.00
05-201-55-520-520	OPERATING: OTHER EXPENSES	88,594.71
05-201-55-531-000	SOCIAL SECURITY SYSTEM (O.A.S.I.)	9,486.00
05-201-55-532-000	CONTRIBUTION TO PERS	<u>18,065.00</u>
	TOTALS	<u>240,145.71</u>

	SEWER UTILITY	
07-201-55-510-001	OPERATING: SALARIES & WAGES	68,500.00
07-201-55-520-520	OPERATING : OTHER EXPENSES	178,651.99
07-201-55-531-000	SOCIAL SECURITY SYSTEM (O.A.S.I.)	5,241.00
07-201-55-532-000	CONTRIBUTION TO PERS	<u>13,138.00</u>
	TOTALS	<u>265,530.99</u>

BE IT FURTHER RESOLVED that the following Temporary Debt Appropriations be made.

	CURRENT FUND	
01-201-45-920-020	BOND PRINCIPAL	315,000.00
01-201-45-925-020	BAN PRINCIPAL	
01-201-45-930-020	BOND INTEREST	152,431.25
01-201-45-935-020	NOTE INTEREST	
	TOTALS	467,431.25

	WATER OPERATING	
05-201-45-920-520	BOND PRINCIPAL	-
05-201-45-930-020	BOND INTEREST	-
05-201-45-935-520	NOTE INTEREST	
	TOTALS	-

	SEWER OPERATING	
07-201-45-920-520	BOND PRINCIPAL	-
07-201-45-930-520	BOND INTEREST	-
07-201-45-935-520	NOTE INTEREST	
	TOTALS	-

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

RESOLUTION 27-23

**“RESOLUTION RELATIVE TO AUDIT CONTROLS REQUIRED FOR THE ISSUANCE OF STATUTORY BONDS BY THE
MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND”**

WHEREAS, the Municipal Excess Liability Joint Insurance Fund (MEL) issues statutory bonds conditional upon members adopting effective control to minimize losses; and

WHEREAS, the Borough Council has reviewed a report from its auditor that concludes that the controls in place concerning the handling of finances and financial transactions are satisfactory.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey that a copy of this resolution, together with a copy of the report, shall be forwarded to the MEL.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 28-23

“RESOLUTION AUTHORIZING THE PAYMENT OF BILLS”

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the current bills, dated **January 4, 2023** and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 01/04/2023 For bills from 12/09/2022 to 12/29/2022

Check#	Vendor	Description	Payment	Check Total
21394	111 - ABB INC.	PO 25113 WATER DEPT. - LINE/PUMP/MOTOR REPAIRS -	1,575.00	1,575.00
21395	2431 - ACCENTPDIR	PO 26202 WATER DEPARTMENT - CONTRACTED SERVICES	1,000.00	1,000.00
21396	4296 - ACTIVE911, INC	PO 26214 FIRE DEPT: ALERT SUBSCRIPTION	802.29	802.29
21397	2426 - AGL WELDING SUPPLY CO.	PO 25394 DPW - EQUIPMENT & TOOLS - BLANKET	86.70	86.70
21398	196 - ALLIED OIL	PO 25786 UNLEADED FUEL - BLANKET	1,808.75	
		PO 26028 DPW - UNLEADED FUEL - BLANKET	1,979.21	3,787.96
21399	3861 - AMAZON CAPITAL SERVICES	PO 26143 BH RENOVATIONS: ORDER# 112-3586496-45346	270.00	
		PO 26173 BH: POLICE TRAILERS ORDER: 112-0088120-0	269.99	
		PO 26177 CLERK: ORDER# 112-6262564-9826601	33.99	
		PO 26178 REC- ISLAND BEACH: ORDER# 112-2710990-3	335.99	
		PO 26221 DPW : ORDER#	104.29	
		PO 26222 WATER DEPARTMENT: ORDER# 112-9503593-138	115.18	
		PO 26236 ADMIN: ORDER# 112-8034444-6841826	106.44	1,235.88
21400	239 - AMERICAN WEAR, INC.	PO 25900 DPW - UNIFORMS	502.85	502.85
21401	189 - ANCHOR ACE HARDWARE	PO 25568 WATER DEPARTMENT - REPAIRS & MAINTENANCE	241.62	
		PO 25988 DPW / WATER DEPARTMENT DEPARTMENT SUPPLI	23.98	
		PO 25988 DPW / WATER DEPARTMENT DEPARTMENT SUPPLI	1.99	
		PO 26084 DPW - DEPARTMENT SUPPLIES - BLANKET	323.65	591.24
21402	189 - ANCHOR ACE HARDWARE	PO 26213 RECREATION - MENORAH LIGHTING	199.85	199.85
21403	102 - ANDERSON & DENZLER ASSOC., INC	PO 26267 NOVEMBER 2022 PROFESSIONAL SERVICES	259.80	
		PO 26267 NOVEMBER 2022 PROFESSIONAL SERVICES	692.80	
		PO 26267 NOVEMBER 2022 PROFESSIONAL SERVICES	1,911.60	
		PO 26267 NOVEMBER 2022 PROFESSIONAL SERVICES	692.80	3,557.00
21404	4381 - ANNE STUSNICK	PO 26196 DPW - FEES & DUES	180.96	180.96
21405	4375 - ARCO CONSTRUCTION, INC	PO 26133 BH: RENOVATIONS - STAINLESS STEEL FLASHI	776.25	776.25
21406	3957 - ATLANTIC COAST FIBERS, LLC	PO 26203 RECYCLING COSTS - NOVEMBER/ DECEMBER 202	2,099.65	2,099.65
21407	220 - ATLANTIC SALT, INC.	PO 26212 STREETS & ROADS - SNOW REMOVAL - MCCPC C	4,429.64	4,429.64
21408	3617 - BLOOMFIELD HEALTH DEPARTMENT	PO 25214 2022 PUBLIC HEALTH SERVICES CONTRACT - B	6,746.00	6,746.00
21409	542 - CAIN & SONS FIRE EQUIPMENT, INC	PO 26219 POLICE: RECHARGE EXTINGUISHERS	154.50	154.50
21410	2147 - CCIMO LLC	PO 26247 DECEMBER 2022 - CELL TOWER REIMBURSEMENT	1,999.81	1,999.81
21411	445 - CERBO'S PARSIPPANY GREENHOUSES, INC	PO 26065 REC: 2022 CHRISTMAS DECORATIONS	617.00	
		PO 26116 SHADE TREE: TREES AND BAGS	12,497.50	
		PO 26116 SHADE TREE: TREES AND BAGS	700.00	13,814.50
21412	1481 - CORE & MAIN, LP	PO 24354 FURNISH & INSTALL WATER METERS - RESO# 1	42,120.00	42,120.00
21413	2396 - COUNTY WELDING SUPPLY CO.	PO 25360 DPW - DEPARTMENT SUPPLIES - BLANKET	34.00	34.00
21414	4325 - CSI TECHNOLOGY GROUP	PO 25868 POLICE: eTicket Hardware	9,045.00	9,045.00
21415	643 - DENVILLE LINE PAINTING, INC.	PO 26250 DPW - STREET LINE STRIPING	2,060.00	2,060.00
21416	2971 - DIRECT ENERGY BUSINESS	PO 26241 ACCT#: 614054 - 936656 - NOV 2022	935.48	935.48
21417	652 - DOVER BRAKE AND CLUTCH CO. INC	PO 26135 DPW - VEHICLE REPAIRS	196.21	196.21
21418	778 - FAIRFIELD MAINTENANCE, INC.	PO 25701 UNLEADED PUMPS REPAIR - DEP AIR QUALITY	4,482.72	
		PO 25701 UNLEADED PUMPS REPAIR - DEP AIR QUALITY	933.90	
		PO 25701 UNLEADED PUMPS REPAIR - DEP AIR QUALITY	809.38	
		PO 26200 DPW MAINTENANCE - FUEL PUMP REPAIRS	640.98	6,866.98
21419	4125 - FELDMAN BROTHERS ELECTRICAL SUPPLY CO.,	PO 25983 BH: RENOVATIONS- ELECTRICAL SUPPLIES BLAN	678.47	678.47
21420	1170 - FERGUSON ENTERPRISES #501	PO 25937 BH: RENOVATIONS - PLUMBING SUPPLIES	2,449.43	
		PO 25984 BH: RENOVATIONS - PLUMBING SUPPLIES BLAN	1,036.80	3,486.23
21421	876 - GARDEN STATE LABORATORIES, INC	PO 25112 WATER DEPARTMENT - WATER TESTING - BLANK	2,894.00	2,894.00
21422	2356 - GEAR WASH	PO 26204 FIRE DEPT: GEAR WASH/REPAIR	276.75	276.75
21423	874 - GRAY SUPPLY CORP.	PO 26216 REIMBURSEMENT: POLICE OUTSIDE SERVICES	117.32	117.32
21424	4383 - HAPGOODS RESTAURANT, LLC	PO 26270 ADMIN: RECOGNITION	975.00	975.00
21425	152 - HD SUPPLY CONST & INDUST- WHITECAP	PO 26264 BH: RENOVATIONS	2,597.77	2,597.77
21426	4188 - HERC RENTALS, INC.	PO 26268 BH: RENOVATIONS - RENTALS	2,879.90	2,879.90
21427	2740 - HILTI, INC.	PO 24555 BH: RENOVATION- Contract #34HUNCCP-19-0	580.18	580.18
21428	911 - HOME DEPOT CREDIT SERVICES	PO 24772 DPW / WATER DEPT / BH RENO - BLANKET	86.60	
		PO 26130 RECREATION - CHRISTMAS TREE LIGHTING - B	965.00	
		PO 26258 ADMIN: TEMP SPACE SINK	136.68	1,188.28
21429	4209 - HUNTER CARRIER SERVICES	PO 25546 ADMIN: 2022 PHONES - ACCT BOML- BLANKET(	1,974.55	1,974.55
21430	1072 - JACK DOHENY COMPANIES, INC.	PO 25846 WATER DEPARTMENT - VEHICLE REPAIR - BLAN	52.42	52.42
21431	859 - JCP&L	PO 26207 MASTER ACCT#200 000 574 000/ BILL DATE:	70.45	
		PO 26208 M/A #200 000 054 011/ BILL DATE: DEC 6,	972.45	
		PO 26209 MAST ACCT# 200 000 021 275 / BILL DATE:	2,182.85	3,225.75
21432	859 - JCP&L	PO 26225 ACCT#100 151 758 974 - / BILL PRD: SEPT	1,072.89	
		PO 26251 ACCT#100 076 421 971/ BILL PRD: 11/06 -	127.70	
		PO 26252 M/A #200 000 020 764: BILL DATE: DEC 9,	111.03	
		PO 26265 ACCT#100 075 505 725 - BILL PRD: 11/22 -	4.09	
		PO 26266 ACCT#100 151 758 974 - / BILL PRD: 11/2	854.18	
		PO 26269 ACCT#100 141 241 693 BILL PRD: 11/22 - 1	31.37	2,201.26
21433	4380 - JIM PAPPA	PO 26195 DPW - FEES & DUES	193.46	193.46
21434	4319 - JMS PRINTING, LLC	PO 26140 SOLID WASTE RESIDENT MAILING	4,059.61	4,059.61

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 01/04/2023 For bills from 12/09/2022 to 12/29/2022

Check#	Vendor	Description	Payment	Check Total
21435	1074 - JW PIERSON CO.	PO 25755 DPW - DIESEL FUEL - BLANKET	1,671.29	1,671.29
21436	4002 - KAREN BRENNFLECK	PO 26112 BLANKET - REIMBURSEMENT: CHRISTMAS TREE	293.73	293.73
21437	2436 - LAKE LAND AUTO PARTS	PO 26069 DPW - VEHICLE REPAIR - BLANKET	336.65	336.65
21438	2838 - LEVITT'S	PO 26122 DPW - SNOW REMOVAL	1,842.50	1,842.50
21439	4341 - LUCE, SCHWAB & KASE, INC	PO 25708 BH: RENOVATIONS - REFRIGERANT LINE SET	5,743.13	5,743.13
21440	2790 - MC PUBLIC SAFETY TRAINING ACADEMY	PO 26244 POLICE: RANGE USE	230.00	230.00
21441	1338 - MGL PRINTING SOLUTIONS, LLC	PO 26062 FINANCE: 2022 1099 FORMS	203.00	
		PO 26169 TAX COLLECTOR: REFILLS	60.00	263.00
21442	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 25223 SOLID WASTE DISPOSAL - BLANKET	11,440.01	11,440.01
21443	2766 - MOTOROLA SOLUTIONS, INC.	PO 25665 POLICE: Equipment	491.00	
		PO 25732 POLICE: EQUIPMENT	276.00	767.00
21444	3363 - MOUNTAIN LAKES BOARD OF EDUCATION	PO 26231 2022 NOVEMBER ELECTION DAY FOOD	697.00	697.00
21445	3099 - MTN LAKES MEDICAL CENTER, LLC	PO 26238 FIRE DEPT: PHYSICALS	1,875.00	1,875.00
21446	1472 - MURPHY MCKEON P.C.	PO 25106 2022 LEGAL/ RETAINER FEES - BLANKET	4,166.66	
		PO 26232 NOVEMBER 2022 LEGAL SERVICES - TAX APPEAL	1,358.00	5,524.66
21447	4235 - NET2PHONE, INC.	PO 24656 2022 DEDICATED EFAX LINE - ACCT# 954962	32.67	32.67
21448	1553 - NEW JERSEY NATURAL GAS	PO 26242 NOV-DEC 2022 SERVICE	1,979.29	1,979.29
21449	2281 - NEW TECH NORTHEAST WATER TECHNOLOGY	PO 25946 WATER DEPARTMENT -2022 LEAK DETECTION S	9,225.00	9,225.00
21450	4218 - NEWMAN SIGNS, INC	PO 26099 POLICE: CROSSWALK SIGNS	1,535.25	1,535.25
21451	3415 - NJ CRIMINAL INTERDICTION LLC	PO 26093 POLICE: TRAINING	225.00	225.00
21452	3279 - NJ DIV OF ALCOHOLIC BEVERAGE CONTROL	PO 26248 CLERK 2022-2023 LIQUOR LICENSE RENEWAL	18.00	18.00
21453	4221 - NORTH JERSEY BOBCAT, INC.	PO 26096 DPW - EQUIPMENT REPAIR	1,105.61	1,105.61
21454	4213 - OPTIMUM	PO 25085 2022 BORO (TEMP SPACE) INTERNET SVCS. AC	342.46	342.46
21455	3659 - OPTIMUM	PO 25158 2022 BORO TRAILER INTERNET SERVICES ACCT	161.28	161.28
21456	4378 - PEAPACK GLADSTONE CHRISTMAS TREE FARM, L	PO 26188 2022 CHRISTMAS TREE	900.00	900.00
21457	2669 - POSTMASTER	PO 26249 WATER DEPARTMENT - POSTAGE FEES 2022	400.00	
		PO 26249 WATER DEPARTMENT - POSTAGE FEES 2022	400.00	800.00
21458	3195 - POWER DMS	PO 26193 POLICE: ACCREDITATION EXPENSES	5,483.08	5,483.08
21459	1714 - POWER PLACE, INC.	PO 26080 DPW - EQUIPMENT REPAIR - BLANKET	37.00	37.00
21460	3890 - RDC DESIGN GROUP, LLC	PO 26205 2023 STANDARD SSL RENEWAL - MTNLAKES.ORG	454.26	454.26
21461	3990 - RICH TREE SERVICE, INC.	PO 26066 SHADE TREE - TREE REMOVAL	3,575.00	3,575.00
21462	4174 - RICHVIEW CONSULTING	PO 26215 SHADE TREE:2022 ARBORIST CONSULTING	308.00	308.00
21463	4368 - SAMUELS, INC.	PO 26087 DPW - VEHICLE REPAIR	256.53	
		PO 26144 DPW - VEHICLE REPAIR	312.78	
		PO 26243 POLICE: Vehicle Repair White Tahoe	643.05	1,212.36
21464	1948 - SHEAFFER SUPPLY, INC.	PO 25982 BH: RENOVATIONS - MISC. SUPPLIES BLANKET	961.55	961.55
21465	1994 - SHERWIN-WILLIAMS COMPANY	PO 25444 BH RENO: SUPPLIES - BLANKET	194.40	194.40
21466	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 26137 MULTI DEPT: ORDER# 7369332575	109.67	109.67
21467	4108 - STO OF NJ, INC	PO 26206 BH: RENOVATIONS - STUCCO	3,802.08	3,802.08
21468	4342 - SUBURBAN CONSULTING ENGINEERS, INC	PO 25715 PROFESSIONAL SERVICES FOR ENGINEERING CO	158.50	158.50
21469	3485 - TECHNICAL FIRE SERVICES, INC.	PO 26239 FIRE DEPT: ANNUAL HOSE TESTING	764.50	764.50
21470	1343 - TILCON NY, INC	PO 25467 ROAD RESURFACING - MORRIS COUNTY COOP PA	217,555.00	217,555.00
21471	2037 - TJ'S SPORTWIDE TROPHY & AWARDS, INC	PO 26131 NAMEPLATES FOR COUNCILMEMBERS MUILENBURG	51.00	
		PO 26154 GAVEL FOR MAYOR TOM MENARD	37.80	88.80
21472	4088 - TURN OUT UNIFORMS, INC	PO 26220 POLICE: UNIFORM ITEMS	604.92	604.92
21473	4339 - UNION COUNTY COLLEGE	PO 25792 2022 TECHNICAL ASSISTANT CERTIFICATION P	595.00	595.00
21474	1062 - UNITED SITE SERVICES	PO 25250 APR - DEC 2022 PORTA JOHNS - CUST ID# 14	303.50	
		PO 26257 BH: PORTAJOHNS / TEMP FENCING - BLANKET S	301.00	604.50
21475	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
21476	2135 - VERIZON WIRELESS	PO 26217 ACCT# 882388054-00001 / NOV 05 - DEC 04	554.22	554.22
21477	832 - W.W. GRAINGER, INC	PO 25222 DPW - DEPARTMENT SUPPLIES - BLANKET	106.40	106.40
21478	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 25889 BH: RENOVATIONS - ELECTRICAL SUPPLIES	672.85	
		PO 26077 BH: RENOVATIONS - ELEC. SUPPLIES BLANKET	2,269.68	
		PO 26089 BH: RENOVATIONS - ELECTRICAL SUPPLIES BL	241.12	3,183.65
21479	4177 - WEINER LAW GROUP, LLP	PO 26189 OCTOBER 2022 PROFESSIONAL SERVICES - PB	600.00	600.00
21480	2182 - WEST CHESTER MACHINERY & SUPPLY CO.	PO 26054 STREETS & ROADS - SNOW REMOVAL EQUIPMENT	2,464.08	2,464.08
21481	4225 - WILLIAMS SCOTSMAN, INC	PO 24661 BH: RENOVATIONS - 2022 TRAILER RENTAL -	224.00	224.00
TOTAL				422,955.19

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-20-200-000	UNANTICIPATED REVENUES (MRNA)				15.30
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	975.00			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	88.80			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	776.52			
01-201-20-130-020	FINANCE - OTHER EXPENSES	213.36			
01-201-20-140-020	COMPUTER SERVICES	1,086.39			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	60.00			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	5,524.66			
01-201-20-165-020	ENGINEERING SERVICES	692.80			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	615.13			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	15.14			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	611.70			
01-201-25-240-001	POLICE DEPT - SALARY & WAGE	102.02			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	7,464.50			
01-201-25-241-020	TRAFFIC & SAFETY COMM. - OTHER EXPENSES	1,535.25			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	3,718.54			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	18,708.24			
01-201-26-300-020	SHADE TREE COMMISSION - O/E	16,380.50			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	13,204.83			
01-201-26-306-020	Recycling Tax	334.83			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	243.12			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	1,745.22			
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	6,746.00			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	2,975.58			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	639.49			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	3,173.71			
01-201-31-437-020	NATURAL GAS	2,914.77			
01-201-31-440-020	TELECOMMUNICATIONS	2,485.38			
01-201-31-447-020	PETROLEUM PRODUCTS	5,459.25			
01-260-05-100	DUE TO CLEARING			0.00	100,505.84
01-290-55-000-005	T-MOBILE DUE TO CROWN CASTLE			1,999.81	
TOTALS FOR	Current Fund	98,490.73	0.00	2,015.11	100,505.84
02-200-40-700-400	Recycling Tonnage Grant			4,059.61	
02-200-40-700-490	AMERICAN RESCUE PLAN			158.50	
02-200-40-700-500	LEAP GRANT			9,045.00	
02-260-05-100	DUE TO CLEARING			0.00	13,263.11
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	13,263.11	13,263.11
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			26,035.20	
04-215-55-991-000	2021 CAPTIAL ORDINANCE 10-21			42,120.00	
04-215-55-992-000	2022 CAPITAL ORDINANCE 2-22			219,380.00	
04-260-05-100	DUE TO CLEARING			0.00	287,535.20
TOTALS FOR	General Capital	0.00	0.00	287,535.20	287,535.20
05-201-55-520-520	Water Operating - Other Expenses	18,249.56			
05-260-05-100	DUE TO CLEARING			0.00	18,249.56
TOTALS FOR	Water Operating	18,249.56	0.00	0.00	18,249.56
07-201-55-520-520	Sewer Operating - Other Expenses	2,701.48			
07-260-05-100	DUE TO CLEARING			0.00	2,701.48
TOTALS FOR	Sewer Operating	2,701.48	0.00	0.00	2,701.48
32-260-05-100	Due to Clearing			0.00	700.00
32-300-60-000-000	RESERVE FOR SHADE TREE TRUST			700.00	
TOTALS FOR	Shade Tree Certificate Trust	0.00	0.00	700.00	700.00

Total to be paid from Fund 01 Current Fund

Total to be paid from Fund 02 FEDERAL AND STATE GRANTS

100,505.84 - 100,709.95
13,263.11

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Total to be paid from Fund 04 General Capital		287,535.20	288,830.20		
Total to be paid from Fund 05 Water Operating		18,249.56	18,136.96		
Total to be paid from Fund 07 Sewer Operating		2,701.48			
Total to be paid from Fund 32 Shade Tree Certificate Trust		700.00			
		422,955.19			

Robert

Checks Previously Disbursed

Tape Run →

21393	AMAZON CAPITAL SERVICES	Multiple:	1,526.21 12/22/2022
			1,526.21

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund	231.21	100,505.84	100,737.05
Fund 02 FEDERAL AND STATE GRANTS		13,263.11	13,263.11
Fund 04 General Capital	1,295.00	287,535.20	288,830.20
Fund 05 Water Operating		18,249.56	18,249.56
Fund 07 Sewer Operating		2,701.48	2,701.48
Fund 32 Shade Tree Certificate Trust		700.00	700.00
BILLS LIST TOTALS	1,526.21	422,955.19	424,481.40

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

Meeting Date: 01/04/2023 For bills from 12/09/2022 to 12/29/2022

Check#	Vendor	Description	Payment	Check Total
5330	102 - ANDERSON & DENZLER ASSOC., INC	PO 26186 OCTOBER 2022 PROFESSIONAL SERVICES - ESC	3,635.80	3,635.80
5331	4157 - BRIGHT VIEW ENGINEERING	PO 26185 OCT/NOV 2022 PROFESSIONAL SERVICES - ESC	2,312.50	2,312.50
5332	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 26192 OCTOBER PROFESSIONAL SERVICES - ESCROW	120.00	120.00
5333	3759 - PRINCETON HYDRO, LLC	PO 26210 SEPTEMBER 2022 PROFESSIONAL SERVICES -	1,522.00	
		PO 26211 OCTOBER 2022 PROFESSIONAL SERVICES - ESC	1,339.00	2,861.00
5334	1916 - STICKEL, KOENIG, SULLIVAN & DRILL,	PO 26191 NOV 2022 PROFESSIONAL SERVICES - ESCROW	2,931.25	2,931.25
5335	4177 - WEINER LAW GROUP, LLP	PO 26190 OCTOBER 2022 PROFESSIONAL SERVICES - ESC	225.00	225.00
TOTAL				12,085.55

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	12,085.55
17-500-00-091-319	HIGHVIEW HOMES LLC			4,336.90	
17-500-00-091-322	BLUE 701, LLC			3,380.60	
17-500-00-091-323	Nouvelle, LLC (GFM Propeties)			433.00	
17-500-00-091-402	THE CRAIG SCHOOL			1,979.45	
17-500-00-091-404	HIGHVIEW HOMES LLC INSPECTION FEE ESCROW			1,031.20	
17-500-00-091-409	EUROIMMUN US INC.			924.40	
TOTALS FOR	Developer's Escrow	0.00	0.00	12,085.55	12,085.55

Total to be paid from Fund 17 Developer's Escrow

12,085.55

12,085.55

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

RESOLUTION 29-23

**“RESOLUTION AUTHORIZING THE CONTINUATION OF A MUTUAL AID AGREEMENT WITH THE TOWNSHIP OF
PARSIPPANY-TROY HILLS FOR BASIC LIFE SUPPORT SERVICES”**

WHEREAS, N.J.S.A. 40A:14-26 and N.J.S.A. 40A:14-156 authorize the chief or head of any municipal department or force to request assistance to protect life and property outside the normal territorial jurisdiction of the department or force; and

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

WHEREAS, the Borough of Mountain Lakes has identified a need to supplement the availability of daytime emergency medical services; and

WHEREAS, the Township of Parsippany-Troy Hills, through its paid emergency medical services provider, Par-Troy EMS, staffs basic life support (“BLS”) ambulances on ready status to respond to 9-1-1 and emergency calls in and around the Parsippany area; and

WHEREAS, it is in the interest the Borough of Mountain Lakes to utilize the closest available and most appropriate resources for the protection of life and property within its jurisdiction.

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 of Mountain hereby authorizes the continuation of the Mutual Aid Agreement with the Township of Parsippany –Troy Hills.

BE IT FURTHER RESOLVED that a copy of this resolution be distributed to both the Chief of Police and to the Chief of the Volunteer Fire Department of the Borough of Mountain Lakes as well as to the County of Morris, Department of Law and Public Safety.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 30-23

**“RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE
BOROUGH OF MOUNTAIN LAKES AND THE COUNTY OF MORRIS FOR DISPATCHING SERVICES”**

WHEREAS, the Borough of Mountain Lakes desires to enter into an Interlocal Services Agreement, copy of which is attached hereto, for radio dispatch services from the County of Morris; and

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

WHEREAS, the Agreement is a mutual benefit for the Borough of Mountain Lakes and for the County of Morris.

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 Council of the Borough of Mountain Lakes approves the Interlocal Services Agreement with the County of Morris for radio dispatch services; and

BE IT FURTHER RESOLVED that in accordance with this Agreement the Borough of Mountain Lakes agrees to pay the County the sum of **\$105,789.69**.

BE IT FURTHER RESOLVED that this agreement shall take effect on **January 1, 2023** and continue until such time as the Borough notifies the County in writing, **180 days** in advance, of the date the Borough no longer requires these services; and

BE IT FURTHER RESOLVED that the Borough Manager of the Borough of Mountain Lakes is hereby authorized to sign the attached Agreement; and

BE IT FINALLY RESOLVED that a copy of the Resolution and the Agreement for Interlocal Services be sent to the County of Morris for their approval and signature.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 31-23

“RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT WITH THE WHIPPANY RIVER WATERSHED ACTION COMMITTEE AND AUTHORIZING THE APPOINTMENT OF REPRESENTATIVES TO THE COMMITTEE FOR THE CALENDAR YEAR 2023”

WHEREAS, the Borough of Mountain Lakes is within the Whippany River Watershed; and

WHEREAS, the sixteen towns within the Whippany River Watershed desire to establish an interlocal service agreement for the purpose of creating a Watershed Management Plan; and

WHEREAS, the Borough of Mountain Lakes and all the other municipalities which are members of this interlocal agreement are responsible for costs of **\$1,200.00**.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough Manager of the Borough of Mountain Lakes is hereby authorized to sign the interlocal agreement for the **2023 calendar year**.

BE IT FURTHER RESOLVED that the Borough Council of the Borough of Mountain Lakes hereby makes the following appointments for the **2023 calendar year**:

Administrative Appointee: **Mitchell Stern**

Borough Council Appointee: **Cynthia Korman**

In addition, the **Borough Planner, Engineer and Attorney** are authorized and directed to participate as necessary.

BE IT FINALLY RESOLVED that the Borough Council of the Borough of Mountain Lakes authorized payment of the **\$1,200.00** to the Whippany River Watershed Action Committee.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 32-23

“RESOLUTION ESTABLISHING THE BOROUGH COUNCIL SUBCOMMITTEES FOR 2023”

WHEREAS, the Borough Council wishes to establish subcommittees of the Borough Council for calendar year 2023; and

WHEREAS, membership on the subcommittees shall be assigned by the Mayor and shall be comprised of three (3) members of the Borough Council.

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 following subcommittees to the Borough Council are hereby established for the **2023** calendar year:

Personnel

The mission of the Personnel Subcommittee is to review personnel issues with the Borough Manager, including salaries, contract negotiations, organizational structure and the appointment of professionals. The Personnel Subcommittee is responsible for presenting its findings and recommendations to Council. The Personnel Subcommittee also coordinates the hiring process for persons who are appointed by Council (Borough Manager and Borough Clerk) and performs the annual performance appraisal process for these professionals based on input from Council. In addition, the Personnel Subcommittee ensures that an open process is followed with regards to filling positions on Committees/Boards/Commissions and oversees volunteer recognition initiatives. The Personnel Subcommittee meets monthly and is composed of three Council Members and the Borough Manager.

Public Safety

The mission of the Public Safety Subcommittee is to review public safety issues related to Police, Fire, Ambulance, and Office of Emergency Management services. The Public Safety Subcommittee is responsible for presenting its findings and recommendations to Council. The subcommittee meets on a quarterly basis and is composed of three Council members, the Borough Manager, the Police Department Chief and the Fire Department Chief.

Shared Services

The mission of the Shared Services Subcommittee is to monitor existing shared service relationships between the Borough and local government partners to ensure that expected service levels and/or cost savings are being realized and to explore opportunities for new shared services agreements that benefit the Borough. The Shared Services Subcommittee is responsible for presenting its findings and recommendations to Council. The subcommittee meets monthly and is composed of three Council Members and the Borough Manager.

Public Works Subcommittee

The mission of the Public Works Subcommittee is to review issues related to the Borough's public works infrastructure, facilities, services and special projects with the Borough Manager and the Director of the Department of Public Works. The Public Works Subcommittee is responsible for presenting its findings and recommendations to Council. The Public Works Subcommittee meets monthly and is composed of three Council Members, the Borough Manager, the Director of the Department of Public Works and the Director of the Recreation Department.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2022.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 33-23

**“RESOLUTION RE-ESTABLISHING THE WOODLANDS ADVISORY COMMITTEE
AND APPOINTING PUBLIC MEMBERS FOR 2023”**

WHEREAS, the Borough Council wishes to re-establish the Woodlands Advisory Committee as an advisory committee to the Borough Council for calendar year 2023; and

WHEREAS, the advisory committee shall consist of **seven (7) public members who shall be residents** of the Borough of Mountain Lakes and who shall be appointed by the Borough Council; and

WHEREAS, the mission of the Woodlands Advisory Committee is to advise the Borough Council regarding the maintenance and improvement to the health of the Borough woodlands and to consider and recommend to the Council such actions as may be appropriate to monitor, maintain and improve the health of the Borough’s woodlands; and

WHEREAS, “Borough Woodlands” is defined as including all Borough-owned wooded areas, from large tracts designated as parks to the small, undeveloped “pocket” lots and the health of the woodlands refers to all those qualities that promote appropriate diversity of fauna and flora in a natural, wild and balanced state, for the benefit and enjoyment of residents of the Borough, now and in the future; and

WHEREAS, particular tasks include evaluating the current conditions of the woodlands; identifying factors affecting the health of the woodland environments including such factors as deer overbrowsing, invasive species, the recent drought, and overuse; developing recommendations for how to attain healthy and sustainable woodland environments, including such issues as regeneration of a healthy native understory, reforestation, and removal of invasive species; developing a long-term woodlands management plan; encouraging stewardship of the woodlands; and

WHEREAS, the Woodlands Advisory Committee shall coordinate efforts with the Environmental Commission, the Shade Tree Commission, and other committees and commissions established by the Council and other sources as appropriate.

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 Woodlands Advisory Committee is hereby re-established as an advisory committee to the Borough Council.

BE IT FURTHER RESOLVED that the following public members are hereby appointed for the 2023 calendar year:

Pierre Bay	Bob Dewing	Steven Hercek	Kirk Swenson
Scott Allison	Betsy Myatt	Karen Macleod	

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 34-23

“RESOLUTION RE-ESTABLISHING THE TRAFFIC & SAFETY COMMITTEE AND APPOINTING PUBLIC MEMBERS FOR 2023”

WHEREAS, the Borough Council wishes to re-establish the Traffic & Safety Advisory Committee as an advisory committee to the Borough Council for calendar year 2023; and

WHEREAS, the advisory committee shall be made up of eight **(8) members**; one member shall be a **representative of the Board of Education**; two (2) members shall be Borough staff members and shall be the **Borough Manager and the Chief of Police**; the remaining **five (5) members shall be residents** of the Borough of Mountain Lakes who shall be appointed by the Borough Council; and

WHEREAS, the mission of the Traffic & Safety Advisory Committee is to advise the Borough Council concerning traffic and safety issues; to consider and recommend to the Borough Council and the Board of Education such actions as may be appropriate to reduce traffic congestion, and improve pedestrian safety at and around the Borough's schools, particularly Wildwood School due to the young age of the student population; to interface with schools, committees, clubs and other organizations in the Borough; and

WHEREAS, tasks appropriate for the Committee include identifying major pedestrian, traffic and safety issues; developing practical and cost effective recommendations that mitigate any identified safety concerns; presenting specific recommendations to the Borough Council and the Board of Education for approval and possible implementation.

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 Traffic & Safety Advisory Committee is hereby re-established as an advisory committee to the Borough Council.

BE IT FURTHER RESOLVED that the following public members are hereby appointed for the 2023 calendar year:

Shaun Oliver

Lisa Duke-Lees

Gordon Stuss

Eva Mesicek

Lauren Brickner-McDonald

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 35-23

“RESOLUTION RE-ESTABLISHING THE FINANCE ADVISORY COMMITTEE AND APPOINTING PUBLIC MEMBERS FOR 2023”

WHEREAS, the Borough Council wishes to re-establish the Finance Advisory Committee as an advisory committee to the Borough Council for calendar year 2023; and

WHEREAS, the advisory committee shall be composed of **seven (7) members** appointed by the Borough Council, **three (3) Borough Council members** and **four (4) public members who shall be residents of the Borough of Mountain Lakes**; and

WHEREAS, the advisory committee shall be advised by the **Borough Manager** and **Chief Financial Officer (CFO)**; and

WHEREAS, the mission of the Finance Advisory Committee is to:

1. Assist and advise the Borough Council in its annual review of all Municipal Budgets
2. Assist and advise the Borough Council regarding major capital expenditure projects and financing (including borrowings).
3. Develop longer term financial projections and budgets for Borough Council guidance and planning.
4. Assist and advise the Borough Administration and Council with regard to financial and accounting policies, procedures and internal reporting systems.
5. Assist and advise the Borough Council and Administration in establishing Utility fee structures and rates.
6. Assist and advise the Borough Council in the selection of the Borough Auditor. Review all Audit reports and meet at least annually with the Auditor. Advise the CFO and Manager on all findings and provide a report to the Borough Council.
7. Assist new Council Members on Borough Financial affairs.

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 Finance Advisory Committee is hereby re-established as an advisory committee to the Borough Council.

BE IT FURTHER RESOLVED that the following public members are hereby appointed for the 2023 calendar year:

**John Kaplan
Michael Albanese**

**Robert Dewing
James Murphy**

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ
RESOLUTION 36-23**

**“RESOLUTION RE-ESTABLISHING THE MEMORIAL DAY PARADE ADVISORY COMMITTEE AND APPOINTING
PUBLIC MEMBERS FOR 2023”**

WHEREAS, the Borough Council wishes to re-establish the Memorial Day Parade Advisory Committee as an advisory committee to the Borough Council for calendar year 2023; and

WHEREAS, the advisory committee shall consist of **seven (7) members who shall be residents of the Borough of Mountain Lakes** and who shall be appointed by the Borough Council; and

WHEREAS, in addition the advisory committee shall include a member of the Borough Council who shall be the **Mayor**; and

WHEREAS, the mission of the Memorial Day Parade Advisory Committee is to plan and execute the Borough's annual Memorial Day Parade & Ceremony honoring our community's and our nation's Veterans; and

WHEREAS, the advisory committee will coordinate its efforts with the Borough Manager, the Police Chief, and the Director of Public Works.

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 Memorial Day Parade Advisory Committee is hereby re-established as an advisory committee to the Borough Council.

BE IT FURTHER RESOLVED that the following public members are hereby appointed for the 2023 calendar year:

**Eric Eng
William Albergo
John Pareti**

**Dave Holliday
Ken Adams**

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS**

RESOLUTION 37-23

“RESOLUTION RE-ESTABLISHING THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE FOR 2023”

WHEREAS, the Borough Council has established an advisory committee to assist the Borough in addressing economic development issues; and

WHEREAS, the committee shall be composed of 10 members appointed by the Borough Council, three, (3) members of the Borough Council, a member of the Planning Board, a member of the Zoning Board of Adjustment, the Borough Manager, a member of the Environmental Commission designated by the Commission and three, (3) residents of the Borough annually appointed by the Borough Council

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 Economic Development Advisory Committee is hereby established for the calendar year 2023.

BE IT FURTHER RESOLVED that the following public members are hereby appointed to the Committee:

Austin Ashley

Joseph DiPompeo

William Gioielli

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 38-23

“RESOLUTION RE-ESTABLISHING THE LAKES MANAGEMENT ADVISORY COMMITTEE AND APPOINTING PUBLIC MEMBERS FOR 2023”

WHEREAS, the Borough Council wishes to re-establish the Lakes Management Advisory Committee as an advisory committee to the Borough Council for calendar year 2023; and

WHEREAS, the advisory committee shall consist of **nine (9) members who shall be residents** of the Borough of Mountain Lakes and who shall be appointed by the Borough Council; and

WHEREAS, the mission of the Lakes Management Advisory Committee is to advise the Council on issues pertaining to the maintenance and restoration of the quality of the watersheds, lakebeds, and waters of the Lakes of Mountain Lakes, including tributaries and estuaries; educating residents about our lakes, particularly about the benefits of riparian buffers; and

WHEREAS, the advisory committee will study methods of lake maintenance and restoration to develop a management plan for lake and watershed protection and improvement, including a program for monitoring existing lake and watershed conditions and a system of record keeping which will enable year-to-year comparisons of the quality of the Borough lakes and streams; and

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 Lakes Management Advisory Committee is hereby re-established as an advisory committee to the Borough Council.

BE IT FURTHER RESOLVED that the following public members are hereby appointed for the 2023 calendar year:

**Lucien Foster
Alan Hunter
Jason Miner**

**Michael Russo
Debra Dewing
Alpesh Amin**

**Andy Hilton
Derek Jackson
Nikki Riley**

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 39-23

“RESOLUTION RE-ESTABLISHING THE GREEN TEAM ADVISORY COMMITTEE AND APPOINTING MEMBERS FOR 2023”

WHEREAS, the Borough Council wishes to re-establish the Green Team Advisory Committee for the calendar year 2023; and

WHEREAS, the advisory committee shall consist of six (6) members who shall be residents of the Borough of Mountain Lakes; and

WHEREAS, the advisory committee shall in addition include the **Borough Manager**, the **Director of the Department of Public Works**, and an **employee of the school district**; and

WHEREAS, the Borough of Mountain Lakes strives to save tax dollars and to build a sustainable community that optimizes the quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Borough of Mountain Lakes wishes to build a model of government which benefits our residents now and far into the future with “green” community initiatives that are also affordable to implement; and

WHEREAS, in order to concentrate greater attention and effort within the Borough of Mountain Lakes on matters of sustainability, the Borough Council wishes to re-establish the Green Team Advisory Committee to advise the Borough Council on sustainable local government practices.

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 Green Team Advisory Committee is hereby re-established as an advisory committee to the Borough Council and the following public members are hereby appointed:

**Mimi Kaplan
Marnie Vyff
Janet Horst**

**Meghan Leininger
Ronald Schornstein**

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 40-23

“RESOLUTION ESTABLISHING THE AFFORDABLE HOUSING ADVISORY COMMITTEE AND APPOINTING PUBLIC MEMBERS FOR 2023”

WHEREAS, the Borough Council desires to appoint an ad hoc advisory committee to assist the Borough in addressing affordable housing compliance issues; and

WHEREAS, the ad hoc advisory committee shall be composed of **eight (8) members** appointed by the Borough Council, **the Borough Manager, three (3) Borough Council members, one (1) member of the Planning or Zoning Board** and **three (3) public members who shall be residents of the Borough of Mountain Lakes**; and

WHEREAS, the purpose of the ad hoc advisory committee shall be as follows:

1. Assist the Borough Planner, Attorney and Borough Council in updating and implementation of the Borough’s Affordable Housing Plan
2. Identify and prioritize realistic opportunities for affordable housing.
3. Suggest possible funding sources to accomplish affordable housing opportunities.
4. Regularly communicate with the Borough Council on the activities of the committee
5. Provide education and information to the public on affordable housing matters.

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 an ad hoc Affordable Housing Element and Fair Share Plan Advisory Committee is hereby established for the **calendar year 2023.**

BE IT FURTHER RESOLVED that the following public members are hereby appointed to the Committee:

*Borough Manager

* Council Members: Cannon, Korman, Sheikh

* Member of the Planning or Zoning Board

*Residents: Sandy Batty, Sueanne Sylvester, Blair Wilson

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 41-23

“RESOLUTION RE-ESTABLISHING THE PUBLIC SAFETY/BOROUGH HALL INFRASTRUCTURE ADVISORY COMMITTEE”

WHEREAS, the provision of public safety services is paramount to the residents and visitors in the Borough of Mountain Lakes; and

WHEREAS, the Borough will be undertaking alterations to the Police, Fire and Borough Administrative Offices and

WHEREAS, the Borough Council desires to establish a Committee to be known as the “Public Safety/Borough Hall Infrastructure Advisory Committee” for the purpose of advising the Borough concerning issues related to the renovations to the public building.

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 there is hereby established a Public Safety/Borough Hall Infrastructure Advisory Committee which shall be made up of seven (7) members who shall serve without compensation and at the pleasure of the Borough Council as follows:

- *Borough Manager
- *Police Chief or designee
- *Fire Chief or designee
- * Member of the Planning Board – Kelly Holliday
- *Council Members: Barnett, Menard
- *Residents: Jeff Berei

The term of all members shall serve at the pleasure of the Council. The Committee may select from its members a Chairperson;

BE IT FURTHER RESOLVED that the Public Safety/Borough Hall Advisory Committee shall be charged with advising the Borough Council concerning determining the most efficient methods of allocating space within the Police, Fire and Borough offices that provide safe, efficient and productive space for employees and volunteers and shall report to the Borough Council concerning its recommendations

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 42-23

**“RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
MOUNTAIN LAKES REAFFIRMING THE COMMITMENT OF MOUNTAIN LAKES TO REMAIN A
WELCOMING COMMUNITY”**

WHEREAS, the Borough of Mountain Lakes has long embraced and welcomed individuals of diverse racial, ethnic, religious and national backgrounds; and

WHEREAS, Mountain Lakes has been a welcoming community to people of diverse backgrounds including many current residents who are foreign born; and

WHEREAS, it is important to reaffirm the continued commitment of the residents of Mountain Lakes to the equal, respectful, and dignified treatment of all residents and visitors to the community without regard to their racial, ethnic, religious, or other identities or backgrounds.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey that the Council reaffirms the commitment of the Borough Mountain Lakes to continued equal, respectful and dignified treatment of all people, regardless of their background and to the commitment of the Borough to remaining a welcoming community, and

BE IT FURTHER RESOLVED that all departments, employees and officials of the Borough of Mountain Lakes shall continue to comply with the United States and New Jersey Constitutions, New Jersey Attorney General directives and Federal and State non-discrimination laws and shall not take any actions that profile individuals or groups based on religion, race, ethnicity, national origin, identity, or immigration status.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 43-23

“RESOLUTION REGARDING INVASIVE PLANT SPECIES”

WHEREAS, an “invasive species” is defined as a species that is nonnative (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm; and

WHEREAS, invasive species have significant negative economic, social and ecological impacts which can include, but are not limited to:

- a. Reduction of native biodiversity resulting in reduced ecosystem stability, resilience, and carrying capacity;
- b. Alteration of the regional distinction of flora and fauna; and
- c. Interference with the aesthetics and recreational value of natural areas, parks, and other areas;

WHEREAS, the Borough of Mountain Lakes currently spends tax dollars and the residents of Mountain Lakes contribute significant volunteer hours on removal of invasive plant species; and

WHEREAS; the economic and environmental damage from invasive species will continue to rise in Mountain Lakes if local nurseries continue to sell invasive species, and if residents and landscapers continue to plant invasive species on their properties, and if we allow these species to spread in our borough owned properties also known as “pocket parks”.

NOW, THEREFORE, BE IT RESOLVED BY THE MOUNTAIN LAKES BOROUGH COUNCIL AS FOLLOWS:

1. The Mountain Lakes Borough Council strongly encourages local nurseries to phase out the sale of any plant species appearing on the attached list.
2. The Mountain Lakes Borough Council strongly encourages all property owners and landscapers to consult the attached list, and to plant native plant species rather than species on this list for all new planting in Mountain Lakes wherever possible;
3. The Mountain Lakes Borough Council strongly encourages the Recreation Department and Department of Public Works to review the attached list when choosing planting materials for public parks and public spaces, and to *not* plant any of the species on the list; and
4. The Mountain Lakes Borough Council strongly encourages the Board of Education, the Shade Tree Commission, the Woodlands Committee and the Garden Club of Mountain Lakes to consult the attached list when reviewing plans and/or making planting decisions.
5. The Mountain Lakes Borough Council encourages the Environmental Commission, Woodlands Committee, Shade Tree Commission, Green Team and the Garden Club of Mountain Lakes to provide educational resources to Mountain Lakes residents regarding the benefits of planting native species and the costs and environmental impact of invasive species.
6. The Mountain Lakes Borough Council encourages efforts to educate volunteers on how to eradicate invasive species found growing on borough-owned land properly, effectively, safely, and without causing other environmental harm. This education should include preparing and working with a restoration plan, limits on removal (e.g., leaving mature trees, staying out of

wetlands and riparian buffers), avoiding chemicals and herbicides, plant species identification, invasive species removal methods, replanting methods, wearing appropriate protective clothing, and proper plant material disposal.

7. The Mountain Lakes Borough Council supports additional action by the New Jersey Department of Environmental Protection to encourage the use of native plant species and to mitigate the impact of the most expensive and environmentally harmful invasive species throughout New Jersey.
8. The attached Priority Invasive Plant Species list will require updating. It is recommended that the Shade Tree Commission, the Woodlands Advisory Committee and the Garden Club of Mountain Lakes cooperate in that effort every seven to ten years beginning 2025.
9. Copies of the resolution should also be sent to the NJ DEP Commissioner Catherine R. McCabe, NJ Senator Anthony M. Bucco, NJ Representative Brian Bergen, and NJ Representative Aura K. Dunn.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

Priority Invasive Plant Species

Mountain Lakes, NJ

Scientific Name	Common name
<i>Acer platanoides</i>	Norway Maple tree
<i>Allanthus altissima</i>	Tree-of-Heaven tree
<i>Alliaria petiolata</i>	Garlic Mustard
<i>Ampelopsis brevipedunculata</i>	Porcelain-berry
<i>Artemisia vulgaris</i>	Mugwort
<i>Berberis thunbergii</i>	Japanese Barberry
<i>Cabomba Caroliniana</i>	Fanwort aquatic plant
<i>Celastrus orbiculatus</i>	Oriental Bittersweet
<i>Cirsium arvense</i>	Canada Thistle
<i>Elaeagnus umbellata</i>	Autumn Olive
<i>Euonymus alatus</i>	Winged Burning Bush
<i>Euonymus fortunei</i>	Winter Creeper
<i>Fallopia japonica</i>	Japanese Knotweed
<i>Ficaria verna</i>	Lesser Celandine
<i>Frangula alnus</i>	Glossy Buckthorn understory tree
<i>Hedera helix</i>	English Ivy
<i>Ligustrum</i> spp., <i>Ligustrum obtusifolium</i> , <i>Ligustrum vulgare</i>	Privet
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lonicera</i> spp., <i>Lonicera maackii</i> , <i>Lonicera</i> <i>morrowii</i> , <i>Lonicera tatarica</i>	Bush Honeysuckles (exotic) -- Amur Honeysuckle, Morrow's Honeysuckle, Tatarian Honeysuckle
<i>Ludwigia peploides</i>	Creeping Water Primrose aquatic plant
<i>Lythrum salicaria</i>	Purple Loosestrife aquatic plant
<i>Myriophyllum spicatum</i>	Eurasian Water Milfoil aquatic plant
<i>Najas marina</i>	Brittle Naiad aquatic plant
<i>Phragmites australis</i>	Common Reed aquatic plant
<i>Potamogeton crispus</i>	Curly-Leaf Pondweed aquatic plant
<i>Pyrus calleryana</i>	Callery Pear tree
<i>Robinia pseudoacacia</i>	Black Locust tree
<i>Rosa multiflora</i>	Multiflora Rose
<i>Rubus phoenicolasius</i>	Wineberry, Wine Raspberry
<i>Wisteria floribunda</i> , <i>Wisteria sinensis</i>	Wisteria
Last Update: August, 2017	

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

RESOLUTION 44-23

**GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions
Under Title VII of the Civil Rights Act of 1964"**

FORM OF RESOLUTION

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto.

NOW, THEREFORE BE IT RESOLVED, That the *Borough Council of the Borough of Mountain Lakes*, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE WITH THE UNITED STATES
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest
and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"**

GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES
NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF *Morris*

We, members of the governing body of the *Borough of Mountain Lakes* being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the *Borough Council* of the *Borough of Mountain Lakes* in the county of *Morris*;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

(L.S.)	(L.S.)
(L.S.)	(L.S.)
(L.S.)	(L.S.)
(L.S.)	(L.S.)
(L.S.)	(L.S.)

Sworn to and subscribed before me this
_____ day of _____
Notary Public of New Jersey

Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.

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

RESOLUTION 45-23

**“RESOLUTION ENDORSING THE ADOPTION OF GREEN BUILDING PRACTICES FOR MUNICIPAL
BUILDINGS AND FACILITIES”**

WHEREAS, buildings account for 39% of CO2 emissions – more than either the transportation or industrial sectors. In addition, buildings accounts for nearly 12% of potable water use, 65% of waste output, and 71% of electricity consumption in the U.S. (U.S. Green Building Council); and

WHEREAS, the Borough’s Master Plan references the Environmental Resources Inventory (ERI) completed in 2011. “In the future a periodic review of this inventory should be performed to properly report the nature and character of the community and to determine if changes should be made to the development regulations to address environmental concerns; and

WHEREAS, green building – also referred to as sustainable or high-performance building – is a collection of design, construction and operating practices that have the potential to reduce or eliminate the negative impacts of development on the environment and on human health. There are many examples of green building programs and guidelines that have been propagated at national, state, and municipal levels. They commonly address energy efficiency and carbon emission reduction, water conservation, waste reduction, healthy and sustainably produced materials, indoor air quality, occupant productivity and health, and other components of green building and sustainable development; and

WHEREAS, the purpose of this resolution is to enhance the public welfare and encourage development that is consistent with the Borough of Mountain Lake’s desire to create a more sustainable community by incorporating, when feasible, green building measures into the design, construction, operation and maintenance of its municipal buildings and facilities and to encourage green design in the private sector.

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 of Mountain Lakes hereby implements a Green Building Policy to consider opportunities to incorporate green building measures into the design, construction, operation and maintenance of municipal buildings and facilities and to encourage Borough officials, employees, and volunteers to pursue educational opportunities that support this initiative.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 46-23

“RESOLUTION REAFFIRMING THE BOROUGH’S COMMITMENT TO SUSTAINABLE LAND USE”

WHEREAS, sustainability has been a consistent element of land use policy in the Borough of Mountain Lakes; and

WHEREAS, the Borough has recognized that land use decisions must be based on multiple factors including sustainability; and

WHEREAS, these factors include the creation of transportation choices, housing options, walkable communities, the preservation of open space, the provision of adequate recreation, and the continued protection and use of vital natural resources; and

WHEREAS, sustainable land use is consistent with several objectives set forth in the Master Plan including:

1. The retention of the traditional character of Mountain Lakes.
 2. Protecting and enhancing the Borough’s environmental resources.
 3. Providing for appropriate development of the Borough.
 4. Providing for safe and convenient pedestrian and vehicular circulation and access.
 5. Maintenance of the Borough’s traditional commitment to education and recreation.
- ; and

WHEREAS, sustainability is also recognized as an appropriate land use consideration by the State of New Jersey in housing initiatives such as Smart Growth and the provision of affordable housing; and

WHEREAS, a statewide sustainable land use policy will require municipalities which are committed to sustainability, such as Mountain Lakes, to take the lead given New Jersey’s strong tradition of home rule and local authority over planning and zoning.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Mountain Lakes, County of Morris, that the Borough hereby reaffirms its commitment to sustainable land use within the community and resolves to continue to consider the principles set forth below in formulating municipal land-use decisions with the intent of making Mountain Lakes a more sustainable community. The Borough Council encourages all Borough Boards and Committees to consider these principles when making decisions, including the next master plan revision and reexamination report, and pledges to consider these principles when developing land-use, zoning, natural resource protection, and other ordinances.

Regional Cooperation - We pledge to continue to reach out to administrations of our neighboring municipalities concerning land-use decisions, and to take into consideration regional impacts when making land-use decisions. (Master Plan - Element XI)

Transportation Choices - We pledge to promote transportation choices with interconnectivity by considering all modes of transportation, including walking, biking, transit and automobiles, when planning transportation projects and reviewing development applications. We will reevaluate our parking lots with the goal of increasing permeability and promoting multi-use options. (Master Plan – Element XII and Element V)

Natural Resource Protection - We pledge to take action to protect the natural resources of the State for environmental, recreational and agricultural value, avoiding or mitigating negative impacts to these resources. Further, we pledge to update our Natural Resources Inventory and community forestry management plan, when feasible, to identify and assess the extent of our natural resources (Master Plan – Element VI) and to link natural resource management and protection to future development (Master Plan – Element XII p1-2), land-use and open space planning (Master Plan – Appendix A).

Mix of Land Uses - We pledge to use our planning and zoning powers to allow for a mix of residential, retail, commercial, recreational and other land use types in areas that make the most sense for our municipality and the region. (Master Plan – Element XII p2 & Element III) (Housing Element and Fair Share Plan)

Housing Options - We pledge, through the use of our regional planning, zoning and revenue generating powers, to foster a appropriate mix of housing types and locations, to meet the needs of all people at a range of age and income levels in appropriate areas of the Borough. (Master Plan – Element III)

Green Design - We pledge to incorporate the principles of green design and renewable energy generation into municipal buildings to the extent feasible and when updating our site plan and subdivision requirements for residential and commercial buildings. (Sustainable Jersey Resolutions & Practice)

Municipal Facilities Siting - We pledge, to the extent feasible, to take into consideration factors such as walkability, bikability, greater access to public transit, proximity to other land-use types, and open space when locating new or relocated municipal facilities. (Master Plan – Element V p4)

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 47-23

“RESOLUTION OF SUPPORT & AUTHORIZING APPLICATION FOR SUSTAINABLE JERSEY GRANT”

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Borough of Mountain Lakes strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the Borough of Mountain Lakes is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program;

THEREFORE, the Mayor & Borough Council of the Borough of Mountain Lakes have determined that Mountain Lakes should apply for the aforementioned Grant.

THEREFORE, BE IT RESOLVED, that the Mayor & Borough Council of the Borough of Mountain Lakes, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 48-23

“RESOLUTION SUPPORTING PARTICIPATION IN THE SUSTAINABLE JERSEY MUNICIPAL CERTIFICATION PROGRAM”

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Borough of Mountain Lakes strives to save tax dollars, assure clean land, air and water, improve working and living environments as step to building a sustainable community that will thrive well into the new century; and

WHEREAS, the Borough of Mountain Lakes hereby acknowledges that the residents of Mountain Lakes desire a stable, sustainable future for themselves and future generations; and

WHEREAS, the Borough of Mountain Lakes wishes to support a model of government which benefits our residents now and far into the future by exploring and adopting sustainable economically-sound local government practice; and

WHEREAS, by endorsing a sustainable path, Mountain Lakes is pledging to educate itself and community members further about sustainable activities and to develop initiatives supporting sustainable local government practices; and

WHEREAS, as elected representative of Mountain Lakes we have a significant responsibility to provide leadership which will seek community based sustainable solutions to strengthen our community:

NOW, THEREFORE, BE IT RESOLVED that to focus attention and effort within Mountain Lakes on matters of sustainability, the Borough Council of the Borough of Mountain Lakes wishes to pursue local initiatives and actions that will lead to Sustainable Jersey Municipal Certification.

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Mountain Lakes that we do hereby authorize Janet Horst to serve as Mountain Lakes’ agent for the Sustainable Jersey Municipal Certification process and authorize her to complete the Municipal Registration on behalf of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 49-23

**“RESOLUTION OF THE BOROUGH OF MOUNTAIN LAKES, COUNTY OF MORRIS, STATE OF NEW JERSEY
AUTHORIZING THE MOUNTAIN LAKES POLICE DEPARTMENT TO PARTICIPATE IN THE POLICE ASSISTED
ADDICTION AND RECOVERY INITIATIVE (PAARI)”**

WHEREAS, the Mountain Lakes Police Department has announced they will take part in a new initiative, Hope One Project – PAARI (Police Assisted Addiction and Recovery Initiative); and

WHEREAS, the mission is to aid those actively seeking police assistance when struggling with opiate or other substance use disorders to obtain resources and access treatment; and

WHEREAS, the Mountain Lakes Police Department – PAARI initiative enables police officers to immediately offer a pathway to recovery by providing a Certified Peer Recovery Specialist and a safe, private environment to discuss the help needed; and

WHEREAS, non-judgmental support and immediate and ongoing assistance by a professional Peer Recovery Specialist will have a positive impact on the recovery and healing of an individual as well as their family; and

WHEREAS, the Borough Council plays a vital role in assisting the Mountain Lakes Police Department through joint crime, drug and violence prevention efforts in the Borough of Mountain Lakes and is supporting the PAARI Initiative; and

WHEREAS, it is essential that all citizens of Mountain Lakes be aware of the importance of drug addiction and crime prevention programs and the impact that addiction recovery and advocacy will have on their quality of life as well as reducing crime, drugs and violence in the Borough of Mountain Lakes.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Mountain Lakes, in the County of Morris and State of New Jersey, fully support the Mountain Lakes Police Department and the community groups partnering with them in their implementation of the PAARI Initiative and for taking a leadership role in creating a positive impact on individuals and their families struggling with addiction, thus, providing a clear path to recovery.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 50-23

“RESOLUTION AUTHORIZING THE RENEWAL OF NORTH JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND”

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the **North Jersey Municipal Employee Benefits Fund**, hereafter referred to as "FUND", as permitted by N.J.S.A. 11:15-3, 17:1-8.1, and 40A:10-36 et seq., and;

WHEREAS, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

WHEREAS, the statutes and regulations governing the creation and operation of a joint insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a FUND;

WHEREAS, the governing body of The Borough of Mountain Lakes, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the LOCAL UNIT hereby agrees as follows:

- i. Become a member of the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- ii. Will participate in the following type (s) of coverage (s):
 - a.) Health Insurance as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- iii. Adopts and approves the FUND's Bylaws.
- iv. Execute an application for membership and any accompanying certifications.

BE IT FURTHER RESOLVED that the governing body of the LOCAL UNIT is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND's Bylaws, and to deliver these documents to the FUND's Executive Director with the express reservation that these documents shall become effective only upon:

- i. Approval of the LOCAL UNIT by the FUND.
- ii. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- iii. Approval by the New Jersey Department of Insurance and Department of Community Affairs.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 51-23

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF
MOUNTAIN LAKES AND MURPHY MCKEON P.C.”**

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

WHEREAS, Murphy McKeon P.C. has submitted a proposal indicating that legal services will be provided for the annual fee of \$50,000.00 per year plus \$150.00 per hour for litigation; and

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

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

- Section 1.** The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Murphy McKeon P.C. for professional legal services (Borough Attorney) for the Borough of Mountain Lakes as set forth in a contract attached hereto, which shall not exceed \$50,000.00 per year plus \$150.00 per hour for litigation.
- Section 2.** This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 3.** The term of this agreement shall be for one year, from January 1, 2023 through December 31, 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 January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Mullenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Murphy McKeon

Service Provided: Borough Attorney

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	CF	/
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? <u>No Increase</u>	CF	/
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	CF	/
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	CF	/
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	CF	/
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	CF	/
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	/
Payment Terms	All Contracts	Do standard payment terms apply?	CF	/
Standard Agreement	All Contracts	Agreement Provided	CF	/
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	CF	/
Termination	All Contracts	Right to terminate where appropriate	CF	/
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	CF	/
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	CF	/
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	CF	/
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	/
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	/
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	CF	/
Qualifications	Professional Services	Proof of professional licenses / certifications	CF	/
Debarment	Public Works	Vendor Not Currently On State Debarment List	CF	/

Reviewed by: Cara Fox **Date:** 12/13/22

Verified by: [Signature] **Date:** 12/15/22

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

THIS AGREEMENT, made this 18th day of October, 2022 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Murphy McKean PC, Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 10/12/22 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$50,000 + 15.00 %.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR *Murphy McKeon PC*

By: *Doreen M. Almal*

By: *[Signature]*

(SEAL)

10-17-2022

Date

CONTRACT FOR LEGAL SERVICES

AGREEMENT made this 18 day of October, 2022

between **BOROUGH OF MOUNTAIN LAKES** and **MURPHY McKEON, P.C.**

WITNESSETH:

That Murphy McKeon, P.C., for and in consideration of the payments hereinafter specified and agreed to by the Borough of Mountain Lakes, hereby agrees to perform legal services for the Borough of Mountain Lakes.

It is agreed by the parties hereto that Murphy McKeon, P.C., who serve as Borough Attorneys for the Borough of Mountain Lakes for the year 2023, shall now be responsible for all legal services for the Borough. For said legal services, the Borough of Mountain Lakes agrees to pay to Murphy McKeon, P.C. the annual retainer of \$50,000.00.

It is agreed that Murphy McKeon, P.C. shall be responsible for representing the Borough of Mountain Lakes in all matters of litigation such as court proceedings, administrative law hearings and tax appeals. For said services, the Borough of Mountain Lakes agrees to pay to Murphy McKeon, P.C. the sum of \$150.00 per hour.

In addition, the Borough of Mountain Lakes agrees to be responsible for all disbursements and out-of-pocket expenses in connection with said representation. It is further agreed that Murphy McKeon, P.C. shall submit to the Borough of Mountain Lakes, on a monthly basis, vouchers for fees consisting of the retainer and legal services rendered in connection with litigation.

Political Contribution Disclosure. This contract has been awarded to Murphy McKeon, P.C. based on the merits and abilities of Murphy McKeon, P.C., Esq. to provide the goods or services as described herein. This contract was not awarded through a "fair and open process"

pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Murphy McKeon, P.C., its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be hereunto affixed and Murphy McKeon, P.C. has hereunto affixed his signature to day and year first above written.

Attest:

Cara Fox, Deputy Clerk

**BOROUGH OF MOUNTAIN
LAKES**

By: _____
**Mitchell Stern
Borough Manager**

MURPHY McKEON, P.C.

By:  _____
ROBERT H. OOSTDYK, JR.

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

RESOLUTION 52-23

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

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

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

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

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

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

Section 3. The term of this agreement shall be for one year, from **January 1, 2023 through December 31, 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 January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Ferraro Engineering

Service Provided: Dam Engineering

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	CF	/
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? <u>Overall 2/</u>	CF	/
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	CF	/
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	CF	/
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	CF	/
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	CF	/
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	✓
Payment Terms	All Contracts	Do standard payment terms apply?	CF	/
Standard Agreement	All Contracts	Agreement Provided	CF	/
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	N/A	/
Termination	All Contracts	Right to terminate where appropriate	N/A	/
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	CF	/
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	CF	/
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	CF	/
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	CF	/
Qualifications	Professional Services	Proof of professional licenses / certifications	CF	/
Debarment	Public Works	Vendor Not Currently On State Debarment List	CF	/

Reviewed by: Cara Fox **Date:** 12/13/22

Verified by: [Signature] **Date:** 12/15/22

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

THIS AGREEMENT, made this 5th day of January, 2023 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Ferriero Engineering, Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated _____ which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$50,000.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

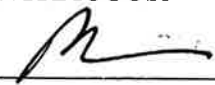
(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: 
Nicole Makepeace

By:  _____

(SEAL)

10/24/22

Date



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

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

Re: 2023 Fee Schedule
Borough of Mountain Lakes

Effective January 1, 2023

Principal Engineer	\$145.50/hr
Traffic Engineer	\$140.00/hr
Senior Professional Engineer	\$137.50/hr
Professional Engineer	\$131.00/hr
Sr. Engineering Staff	\$108.00/hr
Jr. Engineering Staff	\$83.50/hr
Professional Geologist	\$131.00/hr
Licensed Surveyor	\$131.00/hr
CAD Operator	\$83.50/hr
GIS Operator	\$93.50/hr
Field Crew	\$164.00/hr
Construction Inspector	\$81.50 /hr
Soils Technician	\$88.00/hr
Printing - 24" x 36"	\$4.50/sheet
Printing - 30" x 42"	\$5.75/sheet
Color Copies (11"x17")	\$4.00/sheet
Reproducible Film	\$45.00/sheet

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ
RESOLUTION 53-23**

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR AUDITING SERVICES BETWEEN THE
BOROUGH OF MOUNTAIN LAKES AND NISIVOCIA LLP”**

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

WHEREAS, Nisivoccia LLP has submitted a proposal for auditing services, and

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

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

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Nisivoccia LLP for professional auditing services (Borough Auditor) for the Borough of Mountain Lakes as set forth in the attached contract .

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

Section 3. The term of this agreement shall be for one year, from January 1, 2023 through December 31, 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 January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: NISIYOCIA

Service Provided: Auditing

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? + 1.85%	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	CF	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	CF	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	CF	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	N/A
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	CF	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	✓	✓
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	CF	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	CF	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	CF	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	✓	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	✓	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	CF	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	✓	N/A
Debarment	Public Works	Vendor Not Currently On State Debarment List	CF	✓

Reviewed by: Cara Fox **Date:** 12/14/22

Verified by: [Signature] **Date:** 12/22/22



NISIVOCIA
ASSURANCE · TAX · ADVISORY

Mount Arlington, NJ
Newton, NJ
Bridgewater, NJ
973.298.8500
nisivoccia.com
Independent Member
BKR International

November 22, 2022

The Honorable Mayor and Members
of the Borough Council
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

We are pleased to confirm our understanding of the services we are to provide the Borough of Mountain Lakes for the year ended December 31, 2023. We will audit the financial statements – *regulatory basis* - of the various funds of the Borough of Mountain Lakes, including the related notes to the financial statements, as of and for the years ended December 31, 2023 and 2022.

We have also been engaged to report on supplementary information that accompanies the Borough of Mountain Lakes's *regulatory basis* financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the *regulatory basis* financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the various funds financial statements or to the various funds financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the *regulatory basis* financial statements as a whole in a report combined with our auditors' report on the financial statements:

- 1) Schedules of expenditures of federal and state awards.
- 2) Supplementary Data Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements – *regulatory basis* - are fairly presented, in all material respects, in accordance with accounting practices prescribed or permitted by the Department of Community Affairs, Division of Local Government Services, State of New Jersey (the "Division") and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the *regulatory basis* financial statements as a whole. The objective also includes reporting on —

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the *regulatory basis* financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost*

Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and New Jersey's OMB Circular 15-08, Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid (NJ OMB 15-08).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Borough's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Borough's internal control and compliance. The Uniform Guidance and NJ OMB 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and NJ OMB 15-08. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and NJ OMB 15-08 and, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and NJ OMB 15-08, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit, if applicable. Our reports will be addressed to the Mayor and Members of the Borough Committee of the Borough of Mountain Lakes. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the *regulatory basis* financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the *regulatory basis* financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the *regulatory basis* financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the *regulatory basis* financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the *regulatory basis* financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the *regulatory basis* financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or

governmental regulations that are attributable to the Borough or to acts by management or employees acting on behalf of the Borough. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the *regulatory basis* financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the *regulatory basis* financial statements; schedules of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the Borough and its environment, including internal control, sufficient to assess the risks of material misstatement of the *regulatory basis* financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the *regulatory basis* financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the *regulatory basis* financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those

controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, Uniform Guidance and NJ OMB 15-08.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the *regulatory basis* financial statements are free of material misstatement, we will perform tests of the Borough of Mountain Lakes's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and NJOMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the *New Jersey State Aid/Grant Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Borough of Mountain Lakes's major programs. The purpose of these procedures will be to express an opinion on the Borough of Mountain Lakes's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJ OMB 15-08.

Other Services

We will also assist in preparing the *regulatory basis* financial statements, the schedules of expenditures of federal and state awards, and related notes of the Borough of Mountain Lakes in accordance with accounting practices prescribed or permitted by the Division and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and

monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the *regulatory basis* financial statements, the schedules of expenditures of federal and state awards, and all accompanying information in accordance with accounting practices prescribed or permitted by the Division and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for including all informative disclosures that are appropriate for the *regulatory basis* financial statements prepared in accordance with accounting practices prescribed or permitted by the Division. Those disclosures will include (1) a description of the accounting policies of the Borough which are in accordance with the accounting practices applicable to municipalities which have been prescribed or permitted by the Division, including a summary of significant accounting policies, and how this basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the *regulatory basis* financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the *regulatory basis* financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Borough from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the *regulatory basis* financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the *regulatory basis* financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Borough involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the *regulatory basis* financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Borough received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Borough complies with

applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provision of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and NJ OMB 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on January 1, 2023.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for preparation of the schedules of expenditures of state and federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJ OMB 15-08. You agree to include our report on the schedules of expenditures of state and federal awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of state and federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with the Uniform Guidance and NJ OMB 15-08; (2) you believe the schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with the Uniform Guidance and NJ OMB 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in accordance with accounting practices prescribed or permitted by the Division. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited *regulatory basis* financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited *regulatory basis* financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting practices prescribed or permitted by the Division; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting practices prescribed or permitted by the Division; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited *regulatory basis* financial statements, including *regulatory basis* financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes and that you have reviewed and approved the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. We understand that you have designated the Chief Financial Officer, Monica Goscicki, to be responsible and accountable for overseeing our services.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are

unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form, if applicable, that summarizes our audit findings. It is management's responsibility to submit the reporting package (including *regulatory basis* financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Borough of Mountain Lakes and the Division; however, management is responsible for distribution of the reports and the *regulatory basis* financial statements to any other required parties. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nisivoccia LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency for Audit or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nisivoccia LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to issue our report no later than June 30, 2024. John J. Mooney are the engagement partners and are responsible for supervising the engagement and signing the reports.

We are not financial advisors under the SEC's definition related to debt issuances and we will not be performing those services.

Nisivoccia LLP will not act as dissemination agent for the Borough of Mountain Lakes in connection with the Borough of Mountain Lakes's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure documents shall consist of and be limited to (1) distribution of the Borough of Mountain Lakes's audited *regulatory basis* financial statements to the

Borough of Mountain Lakes or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, and (2) preparation of certain operating data, customarily consisting of the financial information, readily available in the *regulatory basis* financial statements of the Borough, contained in Appendix A to an Official Statement, and distribution of that data to the Borough of Mountain Lakes or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The Borough of Mountain Lakes, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosure information and "material event" notices in accordance with any prior undertakings, and Nisivoccia LLP shall not have any responsibility nor liability for the failure of the Borough of Mountain Lakes, or its designated dissemination agent, to comply with the Borough of Mountain Lakes's secondary market disclosure undertakings.

With regard to the electronic dissemination of audited *regulatory basis* financial statements, including *regulatory basis* financial statements published electronically on your website and on the **Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port**, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

MSRB Municipal Advisor Rule:

On September 18, 2013, the Securities and Exchange Commission (the "SEC") adopted a rule requiring that "municipal advisors" register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal Borough with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues[.]" Nisivoccia LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and absent the available exception to the rule discussed below, Nisivoccia LLP cannot provide the Borough of Mountain Lakes with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the Borough of Mountain Lakes may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Borough of Mountain Lakes and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Borough of Mountain Lakes needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Borough of Mountain Lakes's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

1. obtain a written representation from the Borough of Mountain Lakes that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the Borough of Mountain Lakes may be a declaration posted on the Borough of Mountain Lakes's web site as long as the posting states that the representation is

intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule;

2. provide written disclosure to the Borough of Mountain Lakes and its independent registered municipal advisor that, by obtaining such representation from the Borough of Mountain Lakes, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and
3. provide the written disclosure described above at a time and in a manner reasonably designed to allow the Borough of Mountain Lakes to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the Borough of Mountain Lakes has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3 above. If the Borough of Mountain Lakes has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

Our fee for these services will be:

	<u>2023</u>
Audit Fee (including FAST)	\$48,500
Debt Statement	1,025
Fixed Assets Audit	1,475

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during

The Honorable Mayor and Members of
the Township Council
Borough of Mountain Lakes
Page 11
November 22, 2022

the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

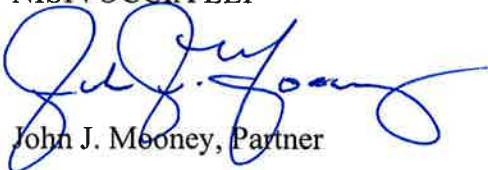
We appreciate the opportunity to be of service to Borough of Mountain Lakes and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period. Accordingly, our 2021 peer review report accompanies this letter.

Very truly yours,

NISIVOC CIA LLP

NISIVOC CIA LLP

A handwritten signature in blue ink, appearing to read "John J. Mooney", is written over the printed name.

John J. Mooney, Partner

RESPONSE:

This letter correctly sets forth the understanding of the Borough of Mountain Lakes.

By: _____

Title: _____

Date: _____

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

THIS AGREEMENT, made this 5th day of January, 2023 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and NISIACCIA, Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 11/22/22 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed 51,000.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: Dena [Signature]

By: [Signature]

(SEAL)

11/21/22
Date

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

RESOLUTION 54-23

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

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

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

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

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

Section 1. The Borough Manager and Deputy Borough Clerk are hereby authorized and directed to execute a contract
with CGP&H for Affordable Housing Administrative Agent Services for the Borough of Mountain Lakes as set
forth in a proposal dated December 7, 2022, for an **annual fee not to exceed \$18,750 per year**.

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

Section 3. The term of this agreement shall be for one year, from January 1, 2023 to December 31, 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 January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: CGP&H

Service Provided: Affordable Housing Administrative Agent

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	CP	/
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? <u>0% Increase</u>	CP	/
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	CP	/
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	CP	/
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	CP	/
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	CP	/
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	/
Payment Terms	All Contracts	Do standard payment terms apply?	CP	/
Standard Agreement	All Contracts	Agreement Provided	CP	/
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	CP	/
Termination	All Contracts	Right to terminate where appropriate	N/A	/
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	CP	/
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	CP	/
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	CP	/
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	/
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	/
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	CP	/
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	/
Debarment	Public Works	Vendor Not Currently On State Debarment List	CP	/

Reviewed by: Cara Fox **Date:** 12/13/22

Verified by: [Signature] **Date:** 12/15/22

Fee Proposal

Affordable Housing Administrative Agent Services

Borough of Mountain Lakes New Jersey

October 25, 2022



CGP&H

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

AFFORDABLE HOUSING ADMINISTRATIVE AGENT SERVICES

Fee Proposal

CGP&H Fee Proposal Overview

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

Total Estimated Budget Required for Comprehensive Administrative Agent Management and Accessory Apartment Services	
Total for Accessory Apartment Program (See Table A below for details)	\$14,150
All Other Identified Administrative Agent Services (See Table B below for details)	\$4,600
TOTAL COMBINED EXPECTED COST TO MOUNTAIN LAKES	\$18,750

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

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

A. ACCESSORY APARTMENT PROGRAM SERVICES	
1. Accessory Apartment Marketing and Coordination with the Borough	Not to exceed \$2,000 billed hourly at \$150 per hour for President, Vice President and all senior staff, \$105 per hour for all other staff.
2. Accessory Apartment Program Implementation	Not to exceed \$6,000 per unit billed hourly at \$150 per hour for President, Vice President and all senior staff, \$105 per hour for all other staff.
3. Reimbursement of Expenses	Not to exceed \$150 payable by the Borough.
4. Additional Advisory Services as requested by the Borough	Billed hourly at a rate of \$150 per hour for senior Staff and \$105 per hour for all other staff. Budget will depend on the breadth and scope of the services required by the Borough CGP&H will not bill for any time under this line item without written authorization from the Borough.
TOTAL FOR ACCESSORY APARTMENT PROGRAM (Assuming two accessory apartments)	\$14,150 This not to exceed budget is based on the continued pro-active involvement of the housing advisory committee. As always, CGP&H will not bill beyond this amount without additional written authorization from the Borough.

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

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

B. ADMINISTRATIVE AGENT GENERAL SERVICES paid by Mountain Lakes	
1. General Administration & Reporting	Not to exceed \$4,000 billed at an hourly rate of \$150 per hour for senior staff, and \$105 per hour for all other staff
2. Waiting List Fee (Existing Affordable Sale Units)	Annual flat fee of \$300
3. Reimbursement of Expenses	Annual not-to-exceed up to \$300 payable by the Borough.
4. Additional Advisory Services as requested by the Borough	Billed hourly at a rate of \$150 per hour for senior Staff and \$105 per hour for all other staff. Budget will depend on the breadth and scope of the services required by the Borough. CGP&H will not bill for any time under this line item without written authorization from the Borough.
TOTAL FOR ADMINISTRATIVE AGENT SERVICES	\$4,600

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

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

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

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

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

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

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

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

THIS AGREEMENT, made this ___ day of _____, 20___ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and CGP&H, LLC with offices located at, Party of the Second Part, herein called the "Contractor". 1249 South River Road, Suite 301, Cranbury, NJ 08512

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated October 20, 2022 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$18,750.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: Mateusz Pitrus
Mateusz Pitrus, Business Operations Associate

By: Randall Gottesman
Randall Gottesman, President

(SEAL)

10/20/2022

Date

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

RESOLUTION 55-23

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND PHOENIX ADVISORS, LLC”**

WHEREAS, there exists the need for a Continuing Disclosure Agent and Independent Registered Municipal Adviser of Record (Agent & Advisor) in the Borough of Mountain Lakes; and

WHEREAS, Phoenix Advisors, LLC, Inc. has submitted a proposal to provide Agent & Advisor services; and

WHEREAS, the Borough's Independent Auditor, Nisivoccia & Company have recommended Phoenix Advisors, LLC; and

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

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

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Phoenix Advisors, LLC. for Continuing Disclosure Agent and Independent Registered Municipal Adviser of Record services for the period January 1 to December 31, 2023 as forth in a proposal attached hereto in an amount not to exceed \$1,600 per filing year to include three (3) filings, \$100 for each additional filing and \$200 set up fee for new bond issuance.

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 from January 1, 2023 through December 31, 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 January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

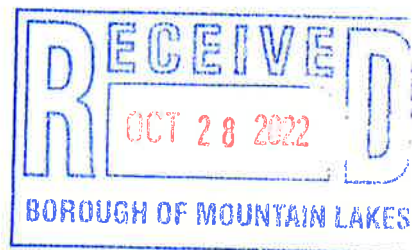
Vendor / Professional: Phoenix Advisors

Service Provided: Continuing Disclosure Agent

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	CF	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? <u>Increase \$450 Base Fee</u>	CF	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	CF	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	CF	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	CF	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	CF	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	✓
Payment Terms	All Contracts	Do standard payment terms apply?	CF	✓
Standard Agreement	All Contracts	Agreement Provided	CF	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	CF	✓
Termination	All Contracts	Right to terminate where appropriate	N/A	✓
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	CF	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	CF	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	CF	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	CF	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	CF	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	✓
Debarment	Public Works	Vendor Not Currently On State Debarment List	CF	✓

Reviewed by: Cara Fox **Date:** 12/14/22

Verified by: [Signature] **Date:** 12/16/22



October 28, 2022

Ms. Cara Fox, Deputy Borough Clerk
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

Dear Ms. Fox:

Thank you for choosing Phoenix Advisors as your Continuing Disclosure Agent and Municipal Advisor. We have enclosed our annual agreement, which includes our scope of services, compensation information and certain regulatory disclosures.

You can be assured of your compliance with your secondary market disclosure requirements and your access to our professionals as a resource for any municipal advisor services. Of course, we are always available to answer general questions concerning disclosure requirements, market conditions and outstanding debt issues, or to prepare preliminary project analyses and review financing proposals. Should you request municipal advisor services for a specific engagement, such as a bond or note issuance, redevelopment advisory, or rating agency surveillance, as more fully described in Exhibit IV of our Agreement, you will receive a separate engagement letter.

Beginning in 2023, we are pleased to include our Debt Caddie service, which serves as an interface with the Depository Trust Company ("DTC") or your paying agent bank. This program demystifies the workings of DTC by providing you with timely reminders and precise instructions concerning your debt service payments. Our proactive reporting will translate and guide you through the complexities of dealing with DTC regarding your book-entry principal and interest payments – a sample of which is included herein for your reference.

Please read this information carefully, then sign and return the agreement at your convenience.

If you have any questions, please contact the compliance department at compliance@muniadvisors.com or call 609.291.0130.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "MS", is written over a blue circular stamp.

Matthew Sweeney, Operations Manager



**AGREEMENT
for
MUNICIPAL ADVISOR AND
CONTINUING DISCLOSURE SERVICES**

THIS AGREEMENT (the "Agreement"), made and entered into on January 1, 2023, by and between Mountain Lakes Borough, 400 Boulevard, Mountain Lakes, NJ 07046 (the "Client"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors"),

WITNESSETH:

WHEREAS Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), is qualified to perform such professional services;

WHEREAS the Client desires to engage Phoenix Advisors to perform the professional services set forth in Exhibit I; and

WHEREAS the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Client;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

General. Phoenix Advisors will perform the professional services set forth in Exhibit I.

Term. This Agreement shall have a term of one (1) year from the effective date noted above. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

General Compensation. The client agrees to the compensation schedule set forth in Exhibit II. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

Professional Qualifications. Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB.



Any Phoenix Advisors professional providing advice to our clients must hold a Series 50 Municipal Advisor Representative license. Phoenix Advisors professionals who supervise the provision of municipal securities advice must hold a Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensees are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

Disclosure of Conflicts of Interest. The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth in Exhibit III.

Indemnification and Release. The Client agrees, to the full extent permitted by law, to indemnify and hold harmless Phoenix Advisors, its officers, directors, shareholders, members, employees and agents ("Phoenix Indemnitees") against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Agreement or the performance by any of the Phoenix Indemnitees of the services under this Agreement, excepting only those damages, liabilities or costs attributable to a material breach of any of the representations of Phoenix Advisors in this Agreement. In consideration of the substantial risks to Phoenix Advisors in rendering professional services in connection with this Agreement, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against Phoenix Indemnitees, which may arise out of or in connection with this Agreement or the performance by any of the parties above named of the services under this Agreement.

Entire Agreement. The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

Severability and Survival. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall



survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

MOUNTAIN LAKES BOROUGH

By: _____
Authorized Signatory

PHOENIX ADVISORS, LLC

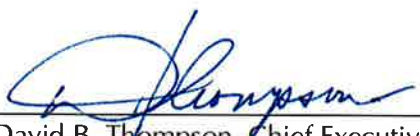
By:  _____
David B. Thompson, Chief Executive Officer



EXHIBIT I - SCOPE OF SERVICES

CONTINUING DISCLOSURE

Phoenix Advisors has offered comprehensive continuing disclosure services since 2014. Beginning in 2023, this vital post-issuance service extends to include **Debt Caddie**, our debt service payment reminder platform. Under SEC Rule 15c2-12 (the "Rule"), issuers of municipal debt must regularly make secondary market disclosure of financial information and other disclosable events, as described in the continuing disclosure undertakings in the Official Statements that accompany their debt issues. With the cooperation of the client, Phoenix Advisors compiles the required information, files it in a timely fashion and provides confirmation of the filing for client records to demonstrate compliance with the Rule.

- **Codify Issues That Are Subject to Continuing Disclosure**
 - Obtain and examine the Client's Official Statements relating to its outstanding bond issues to research the requirements found in the prior undertakings.
 - Review the Client's financial statements for information concerning debt and lease obligations and other relevant obligations.
 - Discuss with the Client its filing and/or reporting obligations.
- **Disclosure Obligation & Debt Service Schedule Setup**
 - Capture critical data concerning continuing disclosure requirements and filings, along with principal and interest debt service payments for our proprietary database.
 - Apply database functions to each outstanding financial obligation with filing requirements.
 - Provide initial report to the Client to review and confirm for accuracy.
 - On an ongoing basis, enter into our database new financial obligations of which the Client has made us aware.
- **Monitor, React and Meet Filing Deadlines**
 - Actively monitor the Client's unique deadlines to ensure timely filing of required documents.
 - When possible, gather required documents from public sources, e.g., state and local websites.
 - Provide database-generated messages to give the Client sufficient advance notice of approaching filing deadlines.
 - Contact the Client by phone or email to pursue missing documents.
- **File Financial and Operating Data**
 - File Operating Data in addition to filing Audited Financial information.



- Work with the Client to assure that Operating Data reports, as filed, meet the requirements of the Client's prior undertakings.
 - If necessary, prepare the required Operating Data document to be filed in accordance with the Client's prior undertakings.
- **Confirm Filings to Client Promptly**
 - Forward to the client MSRB submission confirmations for disclosure filings made on EMMA.
 - Record and maintain EMMA filings in our proprietary database.
- **File Documents Uniformly, Accurately and Promptly**
 - Use consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology.
 - Associate filings with appropriate CUSIP numbers on EMMA.
 - File documents on EMMA within forty-eight (48) hours of receipt.
 - In concert with the Client, identify relevant documents not required to be filed under the Client's prior undertakings and file them as voluntary submissions on EMMA. These may include budgets, debt statements, unaudited financial statements and bank loans.
- **Disclosure Events and Timely Filing of Notices**
 - Proactively monitor rating agency news and web sites for rating changes that affect the Client and file appropriate disclosure event notices on EMMA.
 - Proactively monitor rating changes affecting bond insurers or credit enhancement programs, e.g., state school bond enhancement programs, to determine which, if any, of the Client's bonds are affected and file appropriate disclosure event notices.
 - File event notices for the various disclosure events identified by the Rule on the Client's relevant financial obligations that are impacted.
- **Provide a Comprehensive Filing Report Each Year**
 - Annually prepare a continuing disclosure summary report containing each issue for which there is a continuing disclosure obligation, each required filing made and each disclosure event notice filed on the Client's behalf during the reporting year.
 - Include in the summary report a (5) year history of the Client's filings.
 - Prior to the publication of an offering document relating to municipal securities, the Continuing Disclosure Agent, if made aware of such offering, will prepare an interim report for the Client to review for completeness and accuracy.
 - The interim report will provide the basis for certain disclosures made in the offering document. The Continuing Disclosure Agent, bond counsel and other interested parties are entitled to rely upon the interim report.



- **Debt Caddie – Debt Service Payment Reminders**

- Debt service payments must be on time, in the correct amounts, and with the correct references, in order to avoid clean up administration and reporting that can unnecessarily alarm investors.
- Three weeks (15 business days) prior to each scheduled debt-service payment date, Debt Caddie provides the Client with a detailed payment reminder with itemized principal and interest amounts due (per issue and in the aggregate, if applicable), for cross-checking against your own records and the payee's.
- The Client will receive a separate reminder for each scheduled payment date throughout the [calendar/contract/fiscal] year.
- For book-entry payments to the Depository Trust Company ("DTC"), Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.

Client Responsibilities

- The occurrence of a disclosure event may not be apparent to the Continuing Disclosure Agent. It is ultimately the Client's responsibility to notify the Continuing Disclosure Agent of any reportable event.
- Clients are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Client to notify the Continuing Disclosure Agent when the Client is so notified by the rating agencies or other entities.
- It is the responsibility of the Client to review submission confirmations for accuracy and completeness and retain copies of submission confirmations in its files.
- The Client must review the annual continuing disclosure summary report and relay to the Continuing Disclosure Agent within ten (10) calendar days any error, discrepancy, omission or concern relating to the accuracy or completeness of the report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Client, the report is accepted by the Client as accurate and complete.
- If this process requires collaboration with any of the Client's other retained professionals, any fees of those professionals are solely the responsibility of the Client.
- It is essential that the Client notify Phoenix Advisors within ten (10) calendar days of the occurrence of any disclosure event requiring the filing of an event notice under the Rule or the Client's prior undertakings.



The disclosure events requiring such notification include:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- vii. Modifications to rights of security holders, if material;
- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
 - x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



EXHIBIT II - COMPENSATION

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Agent, other than the fees for Continuing Disclosure Services noted below. As your Municipal Advisor and Continuing Disclosure Agent, we remain available to answer general questions concerning outstanding debt issues, market conditions, or to prepare preliminary project analyses or review financing proposals, as requested.

1. FEES FOR CONTINUING DISCLOSURE SERVICES:

- ❖ \$1,600 base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
- ❖ \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
- ❖ \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
- ❖ \$250 for each Notice of Redemption made in connection with an outstanding term bond maturity.
- ❖ All fees are accumulated and invoiced toward the end of the relevant year.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds or notes, redevelopment advisory or rating agency surveillance, as more fully described in Exhibit IV, you will receive a separate engagement letter. Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. Costs associated with debt issuance are customarily included in the bond ordinance authorization and would likely not be part of your current budget expenses. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.



EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, LLC is a licensed municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor's management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC. The MSRB's website is www.msrb.org and the link for the Municipal Advisor Client Brochure is www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf. SEC forms MA and MA-I are available on the SEC's EDGAR website at: www.sec.gov/edgar/searchedgar/companysearch.

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars and other functions (namely the annual conferences of BAM and AGM, the two major bond insurance providers) that are attended by industry participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.



Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Plus Variable Fee Contingent Upon Closing. Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the delivery of the issue. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

Variable Fee Contingent Upon Closing. Compensation is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

Fixed Fee Contingent Upon Closing. Compensation is a fixed amount and the payment of such fees shall be contingent upon the delivery of the issue. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

Hourly. Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,
Call your Municipal Advisor professional at 866-291-8180**



Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

EXHIBIT IV - OVERVIEW OF SERVICES

DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, revenue bonds, notes, leases, bank loans, ESIPs, and NJIB loans, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Develop a strategic plan that fits your needs.
 - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
 - Assess the cost-benefit of available financing options, structures & concepts.
 - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
 - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.
2. Coordinate the financing process.
 - Establish a timeline identifying key events, dates, and responsibilities.
 - Manage communication and workflow transparently among the working group.
 - Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
 - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. **(See Rating Agency Expertise below)**
 - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.



3. Execute the transaction.

- Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.
- Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
- Conduct investor outreach to educate investors and underwriters about your offering.
- Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.

4. Administration, post-issuance analysis and reporting.

- Administer efficient closing – flow of funds, closing documents, debt service schedules.
- Provide options for investment of bond proceeds, if necessary.
- Produce summary report(s) and follow-up analysis.
- Monitor outstanding debt and market conditions for refunding opportunities.
- Assist with secondary market reporting requirements, if engaged. (**See Continuing Disclosure below**)

DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
- Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
- Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
- Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
- Evaluate the financial condition, future viability, and potential sale valuation of municipal assets (utilities, etc.).
- Develop a customized debt management and/or fund balance policy.

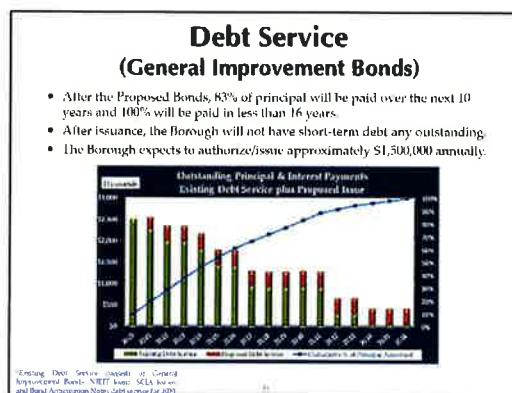


RATING AGENCY EXPERTISE

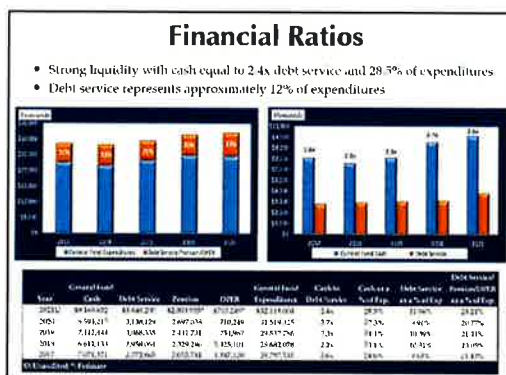
A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

Each agency uses its own proprietary evaluation methodology, which our professionals have studied and are intimately familiar with. A municipal credit rating is generally comprised of four parts:

- economic data and taxpayer / ratepayer base
- financial performance, liquidity, and reserves
- debt and liabilities
- management and policies



We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring follow-up after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with the rating agencies more effectively.



REDEVELOPMENT ADVISORY

Phoenix Advisors provides expert financial advice at each stage of a Redevelopment project from conception through completion to administration. Projects typically involve public-private partnerships that employ various tax abatement strategies to encourage investment, such as payments in lieu of tax (PILOTs). As Redevelopment Advisor, we perform the following:

- Review developer proposals to confirm assumptions (rents, expenses, construction costs, financing terms) are consistent with market conditions.
- Model cash flows independently to assess feasibility and the need for tax abatement.
- Compare proposed PILOT revenue projections to current and traditional taxes.
- Estimate the impact on municipal and school costs.
- Negotiate PILOT terms with the developer and review the Financial Agreement.
- Prepare presentations to the administration, governing body, and the public, as required.
- Assist with the implementation of the PILOT, including:
 - Monitor the developer's compliance with the terms of the Financial Agreement.
 - Calculate and invoice PILOT payments based on actual, audited financials.

ENERGY SAVINGS IMPROVEMENT PROGRAMS

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company ("ESCO") services and/or professional engineering/energy approach towards execution of ESIP.
- Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual



debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.

- Assist with the procurement of financing by soliciting proposals from lessors or investment banking firms, and the preparation or review of the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.



Payment Due Date
11/01/22

**Any Town
County of Any County, NJ**

REMINDER OF UPCOMING DEBT PAYMENT

ISSUER PAYMENT DETAILS	
Payment Date:	11/01/22
Issuer Principal Due:	\$1,775,000.00
Issuer Interest Due:	\$578,162.50
Issuer Total Payment Due:	\$2,353,162.50

Phoenix Advisors Contact

Phoenix Advisors * Phone: 609-291-0130 * Email: phoenix@muniadvisors.com

DISCLAIMER

Phoenix Advisors provides this information to remind you of upcoming debt service due. Phoenix Advisors is not responsible for missed or late payments. Depository Trust Company (DTC) or others may provide information about your upcoming required payment; they may not differentiate between enterprise funds, payment source, or refunded debt. Our information is compiled from sources believed to be accurate; if there are any discrepancies between this information and that provided by DTC or others, please notify Phoenix Advisors at 609-291-0130.

NOTICE OF UPCOMING DEBT PAYMENT DUE

Any Town

County of Any County, NJ



Payment Due Date:	11/01/22
--------------------------	-----------------

ISSUE DETAIL

Phoenix Advisors wants to take this opportunity to remind you of the next scheduled debt payment coming due. We recommend cross-checking the attached details against your own records to ensure timely and accurate payment.

The following summary itemizes the amounts due by Issue from you or escrow as indicated.

ISSUER PAYMENT SUMMARY			
ISSUER TO PAY			
Issue	Principal	Interest	Total
2010 Series - General Obligation Bonds	\$1,775,000.00	\$53,250.00	\$1,828,250.00
2019 Series - General Obligation Bonds	\$0.00	\$524,912.50	\$524,912.50
Total Issuer Payment Due:	\$1,775,000.00	\$578,162.50	\$2,353,162.50

NOTICE OF UPCOMING DEBT PAYMENT DUE

Any Town

County of Any County, NJ



Payment Due Date:	11/01/22
--------------------------	-----------------

PRINCIPAL DUE

CUSIP DETAIL				
CUSIP	Maturity	Series	Processed by	Expected Amount
555555F47	11/01/22	2010	Issuer	\$1,775,000.00
Issuer Total Principal Due:				\$1,775,000.00
Total Principal Due:				\$1,775,000.00

NOTICE OF UPCOMING DEBT PAYMENT DUE

Any Town

County of Any County, NJ



Payment Due Date: 11/01/22

INTEREST DUE

CUSIP DETAIL				
CUSIP	Maturity	Series	Processed by	Expected Amount
555555F47	11/01/22	2010	Issuer	\$26,625.00
555555F54	11/01/23	2010	Issuer	\$26,625.00
555555L24	05/01/23	2019	Issuer	\$63,600.00
555555L32	05/01/24	2019	Issuer	\$64,300.00
555555L40	05/01/25	2019	Issuer	\$64,500.00
555555L57	05/01/26	2019	Issuer	\$59,300.00
555555L65	05/01/27	2019	Issuer	\$55,700.00
555555L73	05/01/28	2019	Issuer	\$55,800.00
555555L81	05/01/29	2019	Issuer	\$31,556.25
555555L99	05/01/30	2019	Issuer	\$9,000.00
555555M23	05/01/31	2019	Issuer	\$12,093.75
555555M31	05/01/32	2019	Issuer	\$13,125.00
555555M49	05/01/33	2019	Issuer	\$13,125.00
555555M56	05/01/34	2019	Issuer	\$12,812.50
555555M64	05/01/35	2019	Issuer	\$12,500.00
555555M72	05/01/36	2019	Issuer	\$12,500.00
555555M80	05/01/37	2019	Issuer	\$15,000.00
555555M98	05/01/38	2019	Issuer	\$15,000.00
555555N22	05/01/39	2019	Issuer	\$15,000.00
Issuer Total Interest Due:				\$578,162.50
Total Interest Due:				\$578,162.50

NOTICE OF UPCOMING DEBT PAYMENT DUE

Any Town

County of Any County NJ



Payment Due Date: 11/01/22

DTC PAYMENT INSTRUCTIONS

PRINCIPAL

Wire Principal funds to:

JP Morgan Chase Bank
ABA # Ending 021
For Credit of Account Depository Trust Company
Redemption Account: Ending 306
Reference# (CUSIP): 555555F47

INTEREST

Wire Interest funds to:

JP Morgan Chase Bank
ABA # Ending 021
For credit of Account Depository Trust Company
Dividend Account: Ending 776
Reference # (CUSIP): 555555F54, 555555N22

DISCLAIMER

Phoenix Advisors provides this information to remind you of the payment instructions provided by DTC or others for your upcoming debt service due. Please note, this payment may or may not have an ACH/direct debit established. If there are any discrepancies between this information and that provided by DTC or others, please notify Phoenix Advisors at 609-291-0130.

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

THIS AGREEMENT, made this 5th day of January, 2023 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Phoenix Advisors, Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 1/1/23 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed _____.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

By: _____

Jacqueline Shaddow

10/14/2022

Date

CONTRACTOR

By: _____

Anthony P. Inverso
(SEAL)

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

RESOLUTION 56-23

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR WEBSITE MAINTENANCE SERVICES
BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND RDC DESIGN GROUP, LLC”**

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

WHEREAS, RDC Design Group, LLC has submitted a proposal indicating that Borough website maintenance services will be provided for an annual fee not to exceed \$6,120 per year; and

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

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

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with RDC DESIGN GROUP, LLC for professional services (Borough Website Maintenance) for the Borough of Mountain Lakes as set forth in the attached contract.

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

Section 3. The term of this agreement shall be for one year from January 1, 2023 through December 31, 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 January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: RDC

Service Provided: Website Maintenance

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? 0%	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	Ⓢ	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	Ⓢ	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	Ⓢ	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	N/A
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	Ⓢ	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	✓	✓
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	Ⓢ	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	Ⓢ	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	Ⓢ	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	✓	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	✓	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	Ⓢ	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	N/A
Debarment	Public Works	Vendor Not Currently On State Debarment List	Ⓢ	✓

Reviewed by: Cara Fox **Date:** 12/14/22

Verified by: [Signature] **Date:** 12/22/22



BOROUGH of MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

.....

**ANNUAL
WEBSITE
MAINTENANCE**

267.573.4379

jordan@rdccompanies.com

CONFIDENTIALITY

This Agreement dated November 3, 2022 contains the terms and conditions pursuant to which RDC DESIGN GROUP, ("RDC") will provide certain services for the Borough of Mountain Lakes ("BOROUGH"), located at 400 Boulevard, Mountain Lakes, New Jersey 07046.

This Agreement covers services for the date range of January 1, 2023 through December 31, 2023.

RDC and BOROUGH hereby agree as follows:

1. SERVICES AND OWNERSHIP OF PRODUCT

- a. Subject to the terms and conditions of this Agreement, RDC agrees to perform certain services for BOROUGH as more specifically:
 - i. Website management and maintenance for Mtnlakes.org (website).
 1. Add, remove, and update website content as supplied by the Borough.
 2. Troubleshoot Website issues and provide technical support for mtnlakes.org
 3. Maintain and provide updates for the website content management system.
 - ii. Manage web hosting for Mtnlakes.org
 - iii. Provide consulting on matters pertaining to: information technology, communications, marketing and related fields.
- b. All material produced by RDC on behalf of BOROUGH, upon payment in full for the Services, shall belong exclusively to BOROUGH or its client and BOROUGH shall have the right to obtain and to hold in BOROUGH's own name copyrights, patents, and any other proprietary rights as may be appropriate. BOROUGH agrees that RDC has the right to display all work performed on RDC website. RDC agrees to provide any assistance necessary in securing, defending or enforcing any copyright, patent or other appropriate proprietary rights with respect to materials produced by RDC pursuant to this agreement.
- c. Services will be performed at BOROUGH, its client offices or at RDC site, as appropriate.

2. CONTRACT TERMS

- a. It is expressly understood and agreed that RDC is an independent contractor with respect to the Services and that RDC is not acting as an agent or employee of the BOROUGH. It is further understood and agreed that RDC may provide employees to perform Services for BOROUGH on RDC behalf under this agreement. As an independent contractor, RDC shall hire, fire, discipline, schedule, direct, assign, evaluate and completely supervise the Services performed by its agents and employees. RDC shall further be responsible for withholding all employment related taxes for its employees. BOROUGH recognizes that RDC may perform Services directly for its own clients or as an independent contractor for other companies and does not perform Services exclusively for BOROUGH. This agreement does not constitute for partnership, joint venture, agency or contract of employment between RDC and BOROUGH. BOROUGH has no right to control or direct the details, manner or means that RDC and/or its workers use to accomplish the results of the services performed in connection with this Agreement. In the event that RDC contracts with a competitor of BOROUGH, RDC may provide services under such competitor to clients of BOROUGH provided RDC is not actively involved in solicitation of said BOROUGH's client.
- b. RDC will obtain for itself and its personnel before providing services, at its own expense, comprehensive General Liability (GL) insurance coverage for limits of liability not less than \$500,000.
- c. The equal opportunity clause is incorporated by reference in this contract and BOROUGH certifies, by execution of the contract that:
 - i. no segregated facilities are maintained.
 - ii. it has developed and follows appropriate affirmative action programs under such regulations; and
 - iii. it will incorporate by reference or otherwise in its subcontracts the equal opportunity clause and obtain assurance from its clients as to facilities and affirmative action programs.
- d. BOROUGH and RDC, with regard to any performance of work under this Agreement, will fully comply with the provisions of the Federal Occupations Safety and Health Act of 1979 and with the Federal Fair Labor Standards Acts and the Wage and Hour Laws of the State in which the work will be performed pursuant to this Agreement and with any rules and regulations pursuant to said Acts.

3. CONFIDENTIALITY

- a. During the term of this Agreement and in the course of performing the Services, RDC may be made aware of information concerning BOROUGH or its Client, which has been designated as confidential and/or proprietary. Such confidential information shall be deemed to include, but shall not be limited to (i) all information, materials and

data relating to BOROUGH or its Client business and designated as being confidential which is obtained by RDC from, or disclosed by, BOROUGH or its Client, (ii) documents and other materials relating to BOROUGH'S past, present and future research, development and business activities, (iii) computer program source codes and object codes whether owned or licensed by BOROUGH or its Client, computer access password(s) and all BOROUGH'S or its Client computer system files and documentation, and (iv) the results from the work performed by RDC under this Agreement. RDC shall hold all such confidential information in confidence and shall not disclose such information to third parties or use it for RDC own benefit. RDC shall not reproduce or make copies of any such confidential information except as required in the performance of this Agreement. Excluded from this restriction is any confidential information which, (i) can be demonstrated to have been in the public domain prior to the date of its disclosure to RDC, (ii) can be demonstrated to have been in RDC possession prior to the date of disclosure by BOROUGH to RDC, (iii) becomes part of the public domain by publication or otherwise not due to any unauthorized act or conversion on the part of RDC, or (iv) is supplied RDC by a third party as a matter of right. Upon termination or expiration of this Agreement, RDC shall deliver all drawings, blueprints, descriptions, computer programs or other papers or documents, which may contain any such confidential information to BOROUGH or its Client.

- b. To the extent permitted under the New Jersey Open Public Records Act, during the term of this Agreement and in the course of RDC performance of Services, BOROUGH may be made aware of information concerning RDC which has been designated as confidential and/or proprietary. Such confidential information shall be deemed to include, but shall not be limited to (i) all information, materials and data relating to RDC and designated as being confidential which is obtained by BOROUGH from, or disclosed by, RDC, (ii) documents and other materials relating to RDC past, present and future research, development and business activities, (iii) computer program source codes and object codes whether owned or licensed by RDC, computer access password(s) and all RDC computer system files and documentation, and (iv) the results from the work performed for BOROUGH under this Agreement. BOROUGH shall hold all such confidential information in confidence and shall not disclose such information to third parties or use it for BOROUGH'S own benefit. BOROUGH shall not reproduce or make copies of any such confidential information except as required to allow RDC performance of this Agreement. Excluded from this restriction is any confidential information which, (i) can be demonstrated to have been in the public domain prior to the date of its disclosure to BOROUGH, (ii) can be demonstrated to have been in BOROUGH'S possession prior to the date of disclosure by RDC to BOROUGH, (iii) becomes part of the public

domain by publication or otherwise not due to any unauthorized act or conversion on the part of BOROUGH, or (iv) is supplied BOROUGH by a third party as a matter of right. Upon termination or expiration of this Agreement, BOROUGH shall deliver all drawings, blueprints, descriptions, computer programs or other papers or documents, which may contain any such confidential information to RDC.

- c. RDC hereby warrants to BOROUGH that RDC is free to enter into this Agreement. RDC agrees not to disclose to BOROUGH or its Client any trade secrets or other information which RDC does not have the free and complete right to disclose to BOROUGH or its Client and which BOROUGH or its Client are not free to use without liability of any kind.
- d. BOROUGH hereby warrants to RDC that BOROUGH is free to enter into this Agreement. BOROUGH agrees not to disclose to RDC any trade secrets or other information which BOROUGH does not have the free and complete right to disclose to RDC and which R D C is not free to use without liability of any kind.

4. COMPENSATION

- a. RDC agrees to provide Services in Section I for BOROUGH on a retainer basis of \$85/hour. BOROUGH agrees to retain RDC for a minimum of six (6) hours per month, for twelve (12) months at RDC' regular rate of \$85/hour for a total fee of \$6,120. This fee shall be distributed through two payments of \$3,060 each. If, at the conclusion of this Agreement, or during the term of this Agreement, BOROUGH has unused credits in the retainer account, the balance may be applied to additional work specified by BOROUGH and provided by RDC.
- b. This fee shall be the total compensation for the Services. RDC shall not receive royalties, bonuses or commissions of any kind.
- c. BOROUGH will reimburse RDC and/or its workers for any expenses incurred by them in the performance of the services described herein including travel to and from client, materials or software needed for specific client and travel to any client site beyond a distance of 50 miles to perform services on behalf of BOROUGH. Said expenses shall be invoiced to BOROUGH with RDC regularly monthly invoices and shall be payable within thirty (30) days of receipt of such invoice.

5. TERMINATION

- a. This Agreement shall commence as of the date of this letter and shall continue for the period of one (1) year unless it is terminated earlier in accordance with this Agreement.
- b. RDC may terminate this Agreement, in whole or in part, with cause, upon ninety (90) days written notice to BOROUGH. BOROUGH may terminate this Agreement, in whole or in part, with cause, at any time upon ninety (90) days written notice to RDC. Upon any termination of this Agreement by BOROUGH, RDC shall be entitled to payment for all Services up to the date of such termination.

- c. BOROUGH acknowledges that termination of RDC Services under this Agreement can subject RDC to employee related costs. Should BOROUGH terminate Services of RDC with less than forty-five (45) business days notice, BOROUGH shall be liable to RDC for liquidated damages in the amount of RDC payroll expenses and taxes associated therewith. In the event RDC incurs any legal fees in collection of liquidated damages, the legal fees will be deemed as additional liquidated damages to be paid by BOROUGH to RDC.

6. LIABILITY AND INDEMNIFICATION

- a. In the event BOROUGH fails to compensate RDC under this Agreement, RDC reserves the right to bring a cause of action arising out of this Agreement against BOROUGH'S client.
- b. RDC shall not be liable to BOROUGH or its client for any delay or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, any law, order or requirement of any governmental agency or authority, or any act or omission of RDC or its employees or agents. In the event and to the extent of any period of such delay, nonperformance shall not be deemed a breach of this Agreement and any schedule or due dates shall be adjusted accordingly.

7. EXCLUSIONS

- a. Specifically excluded from this Agreement are the following:
 - i. Photography
 - ii. Graphic Design for non-website related media

8. MISCELLANEOUS

- a. BOROUGH shall not assign its rights or delegate its obligations under Agreement, in whole or in part, without the prior written approval of RDC.
- b. BOROUGH does not have authority to enter into any contracts or agreements on behalf of RDC, nor does BOROUGH have any authorization or right to bind RDC in any manner.
- c. Either party's failure or delay to enforce any provision hereof will not waive that party's rights. RDC has the right to specifically enforce any provision of this Agreement. Any dispute, controversy, claim and/or disagreement concerning the interpretation, application or enforcement of or in any way arising under this Agreement or breach of this Agreement must be brought to the attention of RDC by written notice by the BOROUGH within 90 days of occurrence. BOROUGH waives the right to dispute any charges not disputed within 90 days of BOROUGH'S awareness.
- d. Agreement contains the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof. This Agreement may be

amended or its terms may be waived or extended only with the written consent of the parties hereto. The failure of any party to enforce any provision of this agreement shall not be constructed as a waiver of that or any other provision.

- e. Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- f. All communications under this Agreement shall be in writing or email, mailed by first class mail, postage prepaid to the addresses specified below, or such other address as is communicated in accordance with this provision, and shall be deemed to be given when received:

To: Borough of Mountain Lakes:

400 Boulevard, Mountain Lakes, New Jersey 07046

To: RDC Design Group, LLC

25 . Main Street #2, Yardley, Pennsylvania 19067

- g. If any provision of Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of Agreement shall remain in full force and effect.
- h. BOROUGH acknowledges RDC right to immediate injunctive relief in case of any breach of Agreement by BOROUGH, in addition to any other remedy, which RDC might have.
- i. BOROUGH shall not withhold Federal or State Income Tax, Social Security tax, State Disability tax or any other statutory deductions. It shall be RDC sole responsibility to pay all taxes and make any appropriate Social Security contributions.
- j. The following provisions of the Agreement shall survive the termination of this Agreement: Article I B and D, III A and B, VI A and B, and VIII D, E and F.
- k. This contract is to remain binding regardless of any mergers or acquisitions of BOROUGH or of other entities by BOROUGH.

Please indicate your consent to the above Agreement by signing the copy of this letter and returning it to Borough of Mountain Lakes.

Borough of Mountain Lakes

By (Name): Mitchell Stern
Title: Borough Manager

Signature: _____

Date: _____

RDC Design Group

By (Name): Jordan Panfil
Title: Owner / Operations

Signature: _____

Date: _____



RDC Design Group, LLC

33 S. Delaware Ave, Suite 105, Yardley, PA 19067

Web: rdcdesigngroup.com • Phone: 267.573.4380 • Email: jordan@rdccompanies.com

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

THIS AGREEMENT, made this 28 day of November, 2022 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and RDC Design Group, LLC, Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 11/03/2022 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$6,120.00.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST: *Notary*
CONTRACTOR

By: *[Signature]* _____

CONTRACTOR

By: *[Signature]* _____

(SEAL)

11-28-2022

Date

Commonwealth of Pennsylvania - Notary Seal
Stephen C. James, Notary Public
Bucks County
My commission expires March 27, 2024
Commission number 1268064
Member, Pennsylvania Association of Notaries

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

RESOLUTION 57-23

**“RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL LEGAL SERVICES – BOND COUNSEL TO HAWKINS,
DELAFIELD & WOOD, LLP”**

WHEREAS, there exists the need for professional legal services (**Bond Counsel**) for the Borough of Mountain Lakes; and

WHEREAS, the Borough has received a proposal for professional legal services (Bond Counsel) from **Hawkins, Delafield & Wood, LLP** and

WHEREAS, the Borough Manager has recommended acceptance of the proposal from **Hawkins, Delafield & Wood, LLP**.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that a Contract is hereby awarded to **Hawkins, Delafield & Wood, LLP**, One Gateway Center, 24th Floor, Newark, NJ, 07102-5311 for the Borough’s **2023** professional legal services (Bond Counsel) **in an amount not to exceed \$40,000** and that the Borough Manager and Borough Clerk are hereby authorized to enter into the Contract.

BE IT FURTHER RESOLVED that the term of this contract shall be for one year, from **January 1, 2023 through December 31, 2023**.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Hawkins, DeLaField & Wood

Service Provided: Bond Counsel

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	(CF)	/
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? <u>NO INCREASE</u>	(CF)	/
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	(CF)	/
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	(CF)	/
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	(CF)	/
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	(CF)	/
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	/
Payment Terms	All Contracts	Do standard payment terms apply?	(CF)	/
Standard Agreement	All Contracts	Agreement Provided	(CF)	/
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	(CF)	/
Termination	All Contracts	Right to terminate where appropriate	(CF)	/
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	(CF)	/
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	(CF)	/
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	(CF)	/
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	(CF)	/
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	/
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	(CF)	/
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	/
Debarment	Public Works	Vendor Not Currently On State Debarment List	(CF)	/

Reviewed by: Cara Ford **Date:** 12/13/22

Verified by: [Signature] **Date:** 12/27/22



A NEW YORK LIMITED LIABILITY PARTNERSHIP

PHONE: 973-642-8584
FAX: 973-642-6773

ONE GATEWAY CENTER, 24TH FLOOR
NEWARK, NJ 07102
WWW.HAWKINS.COM

DIRECT DIAL: (973) 642-1307
E-MAIL: RBEINFELD@HAWKINS.COM

NEW YORK
WASHINGTON
NEWARK
HARTFORD
LOS ANGELES
SACRAMENTO
SAN FRANCISCO
PORTLAND
ANN ARBOR

C. STEVEN DONOVAN
ROBERT H. BEINFELD
ERIC J. SAPIR
CHARLES G. TOTO
KRISTINE L. FLYNN
DAVID S. HANDLER
MICHELLE A. LOUCOPOLOS
MEGAN I. SARTOR
NILES B. MURPHY
PARTHESH M. KARNA
RYANN MCANDREWS*

*ADMITTED IN NEW YORK ONLY

October 20, 2022

Borough of Mountain Lakes,
in the County of Morris, New Jersey

Ms. Cara Fox
Deputy Borough Clerk
Borough Hall
400 Boulevard
Mountain Lakes, New Jersey 07046-1520

Dear Cara:

Thank you very much for your letter of October 7, 2022 inviting us to submit a proposal for bond counsel services for the year 2023. As requested, set forth below is our proposed fee schedule. **Please note that the proposed fee schedule for 2023 contains no increases from our 2022 fee schedule and is identical to the fee schedule that has been in effect for over ten years.**

In addition, I am attaching a proposed form of Professional Services Agreement that contains certain State recommended statutory references and the Mandatory Equal Employment Opportunity Language (after review and discussion a few years ago, this form was utilized as it is more tailored to a legal engagement relating to securities law and public finance matters – I'd be pleased to make any needed or desirable adjustments), the Business Entity Disclosure Certification (to be updated after the general election), the Chapter 271 Political Contribution Disclosure Form, the Statement of Ownership Disclosure (this form updates and replaces the prior Stockholder Disclosure Certification which is also attached in case needed), the Certificate of Non-Debarment for Federal Government Contracts, the Disclosure of Investment Activities in Iran Form and the Affidavit of Non-Collusion. In a separate attachment is a Certificate of Liability Insurance, a Confirmation of Insurance Letter, IRS Form W-9, our New Jersey Business Registration Certificate and a copy of our Certificate of Employee Information Report from the State Treasurer.

For work done and responsibilities assumed in connection with municipal bond issues, we would charge a base fee of \$3,500 plus \$1.00 per \$1,000 of bond issue with some additional charges for multi-ordinance bond issues (\$150 per ordinance), plus the usual minimal disbursements. For the preparation, review or revision of a draft bond ordinance,

we would charge \$500 with some additional charges for multi-purpose ordinances (\$250 per additional purpose), Local Finance Board involvement and other unique issues. For work done and responsibilities assumed in connection with note issues, we would charge a base fee of \$1,000 plus 50¢ per \$1,000 of notes (with a \$1,000 minimum) and some additional charges for multi-ordinance note issues (\$150 per ordinance), plus the usual minimal disbursements. Additionally, it is necessary for the Borough to distribute an official statement in connection with the issuance of its bonds (and possibly notes). We use an hourly charge basis in determining the fee for such services (with a \$2,000 minimum) and our paralegal, associate and partner rates range from \$95 to \$250 per hour. In addition, we would charge on an hourly basis for research and work on federal tax and securities law matters, review or preparation of financing documents for special financings, Local Finance Board work, attendance at meetings, litigation and other unique work. Hourly charges on a typical bond or note issue are usually minimal. There would be an additional fixed charge of \$10,000 for refundings and a fixed charge of \$25,000 for pooled loan financings such as the New Jersey Infrastructure Bank.

It has been a pleasure for all of us here to work with you, the Borough and its officials and professionals over the course of many years and I look forward to doing so again next year. Please do not hesitate to contact me if I can do or provide anything further at this time or if either you or others have any questions with regard to the above.

With best regard, I am

Very truly yours,

A handwritten signature in blue ink that reads "Bob".

Robert H. Beinfield

RHB:sp
Attachments
E-mail only

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") made and entered into this _____ day of _____, 2023, by and between the Borough of Mountain Lakes, in the County of Morris, New Jersey (the "Borough"), and Hawkins Delafield & Wood LLP, having offices at One Gateway Center, Newark, New Jersey ("Hawkins"),

WITNESSETH:

WHEREAS, the Borough requires the services of a recognized bond counsel firm to, among other things: approve the legality of its bonds and notes (the "Obligations"); assist the Borough and the Borough's local attorney in every phase of the authorization proceedings for the Obligations; oversee the actual issuance of the Obligations; arrange for the advertising and holding of public sales of the Obligations; attend to the preparation of the Obligations and the delivery and payment for the Obligations at the closing thereof; aid in the timely and efficient consummation of the sale of the Obligations and the preliminary and related proceedings; issue an approving legal opinion that accompanies the Obligations; prepare a notice of sale for the Obligations; assist in matters relating to the receipt of electronic bids for the Obligations; prepare or assist in the preparation of a preliminary official statement and a final official statement relating to the Obligations; prepare or assist in the preparation of any necessary Local Finance Board applications; advise with respect to the federal securities laws relating to initial and secondary market disclosure applicable to the issuance of the Obligations; advise with respect to the federal tax laws applicable to the issuance of Obligations; prepare bond ordinances, capital improvement ordinances, bond resolutions, bond anticipation note resolutions and other related ordinances and resolutions; prepare an arbitrage and use of proceeds certificate and a continuing disclosure undertaking relating to the Obligations; and provide advice from time to time with respect to the foregoing and related matters;

NOW, THEREFORE, the Borough and Hawkins hereby agree as follows:

1. Client. The client of Hawkins in this matter will be the Borough. Hawkins will be engaged hereunder to render legal advice to the Borough as its bond counsel in connection with the issuance of the Obligations.

2. Scope of Services. The primary responsibility of Hawkins as bond counsel to the Borough will be to render an opinion regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, the excludability of interest on the Obligations from gross income for federal and state income tax purposes. In addition, Hawkins would provide the services described in the above preambles and would expect to attend meetings, participate in conference calls and negotiations, undertake research and offer advice when necessary or desirable.

3. Limited Scope of Representation. The duties of Hawkins do not include, among other things, making an investigation or expressing any view as to the creditworthiness or financial strength of the Borough or of the Obligations. It is expressly agreed that the Borough shall not request Hawkins to provide predictions or advice regarding, and that Hawkins shall provide no predictions or advice and owes the Borough no duty regarding, the financial

structuring or feasibility of any arrangement or any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto. In delivering the bond counsel opinion, Hawkins does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Obligations, nor does Hawkins represent, warrant or guarantee the actual performance rendered by participants in any transaction with the Borough. It is also expressly agreed that (i) the client of Hawkins for purposes of this engagement is the Borough and not any of its officers or employees, members, creditors, bondholders or any other entities having any interest in the Borough or in which the Borough has an interest and (ii) accordingly, this engagement will not establish an attorney-client relationship between Hawkins and any such individual, member or other entity.

3. Term of Engagement. Either the Borough or Hawkins may terminate this engagement at any time for any reason by written notice, subject on the part of Hawkins to applicable rules of professional conduct. In the event that this engagement is terminated by Hawkins, Hawkins will take such steps as are reasonably practicable to protect the Borough's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, Hawkins will be paid for services satisfactorily rendered by Hawkins up to the date of termination and for any post-termination services requested by the Borough in connection with the termination.

4. Conclusion of Representation; Retention and Disposition of Documents. At the Borough's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. The files of Hawkins pertaining to this engagement will be retained by Hawkins. These Hawkins files include, for example, firm administrative records, time and expense reports and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, Hawkins reserves the right to destroy or otherwise dispose of any such documents or other materials retained by Hawkins within a reasonable time after the termination of this engagement.

5. Post-Engagement Matters. After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which Hawkins has advised the Borough during the course of this engagement. Unless the Borough subsequently engages Hawkins, after completion of this engagement, to provide additional advice on such issues, Hawkins has no continuing obligation to advise the Borough with respect to any such future legal developments.

6. Fees and Expenses. Fees and expenses for services in connection with this engagement shall be calculated in accordance with the letter of Hawkins dated October 20, 2022. Based on such letter, the fees and expenses incurred in calendar year 2023 are not expected to exceed \$40,000.

7. Other Hawkins Engagements. As a major capital markets law firm, Hawkins from time to time has represented, may currently represent and may in the future represent, issuers, underwriters, commercial banks, corporate trustees and other parties involved in the

issuance of bonds on unrelated matters. By virtue of the participation of Hawkins in this engagement, the Borough acknowledges this fact and agrees to such representation.

8. Borough Responsibilities. The Borough agrees to cooperate fully with Hawkins and to provide promptly all information known or available to the Borough relevant to this engagement. The Borough also agrees to pay statements for services and expenses of Hawkins in accordance with the above provisions.

9. Fully Integrated Agreement; Merger. This Agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

10. Borough Acknowledgment. The Borough acknowledges that Hawkins is not making any examination or recommendation, nor is Hawkins providing advice, with respect to the business or financial aspects of any financing or of the Obligations. The Borough understands that Hawkins cannot provide predictions or advice with regard to the likelihood of success of any aspect of any financing.

11. Specific New Jersey Statutory Provisions. This contract has been awarded to Hawkins based on the merits and abilities of Hawkins to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned representative of Hawkins does hereby attest that Hawkins, its subsidiaries, assigns or principals controlling in excess of 10% of Hawkins, has neither made a contribution that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of this contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract nor will make a reportable contribution during the term of this contract to any political party committee in the Borough if a member of that political party is serving in an elective public office of the Borough when this contract is awarded or to any candidate committee of any person serving in an elective public office of the Borough when this contract is awarded. During the term of this Agreement, Hawkins agrees to comply with the equal employment opportunity requirements set forth in N.J.A.C. 17:27 and hereby incorporates by reference the Mandatory Equal Employment Opportunity Language set forth in Exhibit A attached hereto and made a part hereof. Hawkins acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 §3) if Hawkins receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Hawkins to determine if filing is necessary.

12. Severability. Any provisions or portion of this Agreement prohibited as unlawful or enforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, which together will constitute the entire Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) and the

parties hereto may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**THE BOROUGH OF MOUNTAIN LAKES, IN THE
COUNTY OF MORRIS, New Jersey**

By _____
Name:
Title: Mayor

HAWKINS DELAFIELD & WOOD LLP

By 
Name: Robert H. Beinfield
Title: Partner

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

RESOLUTION 58-23

“RESOLUTION AWARDING A CONTRACT FOR INSURANCE RISK CONSULTING SERVICES TO CHADLER SOLUTIONS, INC.”

WHEREAS, there exists the need for insurance risk management consulting services for the Borough of Mountain Lakes; and

WHEREAS, the Borough has received a proposal for insurance risk management consulting services from **Chadler Solutions, Inc.**; and

WHEREAS, the Borough Manager has recommended acceptance of the proposal from **Chadler Solutions, Inc.**

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that a Contract is hereby awarded to **Chadler Solutions, Inc.**, 100 Passaic Avenue, Suite 120, Fairfield, NJ, 07004-3508, for the Borough’s **2023** insurance risk management consulting services **in an amount not to exceed the fee of 5% (five percent) of the annual insurance policy rate** and that the Borough Manager and Borough Clerk are hereby authorized to enter into the Contract.

BE IT FURTHER RESOLVED that the term of this contract shall be for one year, from **January 1, 2023 through December 31, 2023.**

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Chadler

Service Provided: Risk management

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	CF	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? 0%	CF	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	CF	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	CF	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	CF	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	CF	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	✓
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	CF	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	N/A	N/A
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	CF	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	CF	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	CF	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	CF	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	✓
Debarment	Public Works	Vendor Not Currently On State Debarment List	CF	✓

Reviewed by: Cara Fox **Date:** 12/13/22

Verified by: mark **Date:** 12/22/22

November 28, 2022

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

Re: **2023 Risk Management Consultant's Agreement**

Dear Mitchell,

Enclosed is the annual Risk Management Consultant's Agreement for calendar year 2023. The agreement defines our responsibilities with respect to the Borough's Insurance Program and the Morris County Municipal Joint Insurance Fund. The agreement terms remain unchanged with the exception of our fees. As in the last few years, we are pleased to offer our services for 2023 at a reduced rate of 5% (vs. standard fee 6%).

Also enclosed are the following documents for your records:

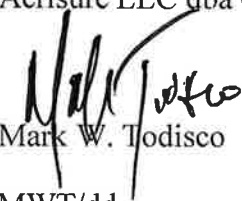
- C.271 Political Disclosure Form
- Signed Standard Form of Agreement
- Non-Debarment Certification
- Affidavit of Non-collusion
- W-9
- Business Registration Certificate
- Stockholder Disclosure Certificate
- Mandatory Equal Employment Opportunity Language
- Certificate of Employee Information Report
- Business Entity Disclosure Certification
- Iran Investment Disclosure Form
- Insurance Certificate naming Borough as Additional Insured

In order to continue our relationship, the Morris County Municipal Joint Insurance Fund requires an executed consultant's agreement along with the Borough's resolution confirming my appointment. If acceptable, please return the documents to my attention no later than January 15th 2023.

It has been a pleasure working with you and the Borough staff during 2022. Please extend my thanks to everyone.

As always, if you have any questions do not hesitate to give me a call.

Sincerely,
Acrisure LLC dba Chadler Solutions

A handwritten signature in black ink, appearing to read 'Mark W. Todisco', is written over the printed name.

Mark W. Todisco

MWT/dd

Enclosure

2023 RISK MANAGEMENT CONSULTANT'S AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2023, between the **Borough of Mountain Lakes** (hereinafter referred to as Municipality) and **Mark W. Todisco of Acrisure LLC d/b/a Chadler Solutions** (hereinafter referred to as the Consultant).

WHEREAS, the Consultant has offered to the Municipality professional risk management consulting services as required by the bylaws of the Morris County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Funds and;

WHEREAS, the Municipality desires these professional services pursuant to the resolution adopted by the governing body of the Municipality at a meeting held on _____, and;

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

A. For and in consideration of the amounts stated hereinafter, the consultant shall:

Assist the Municipality in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.

Assist the Municipality in understanding the various coverage available from the Morris County Joint Insurance Fund and the Municipality Excess Liability Joint Insurance Fund.

Review with the Municipality any additional coverage that the Consultant feels should be carried but are not available from the Fund, and subject to the Municipality's authorization, place such coverage outside the Fund.

Assist the Municipality in the preparation of applications, statements of values, and similar documents requested by the Fund, it being understood that this Agreement does not include any appraisal work by the Consultant.

Review Certificates of Insurance from contractors, vendors and professionals when requested by the Municipality.

Review the Municipality's assessment as prepared by the Fund and assist the Municipality in the preparation of its annual insurance budget.

Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the Municipality and the Fund.

Assist when needed in the settlement of claims, with the understanding that the scope of the Consultant's involvement does not include the work normally done by a public adjuster.

Perform any other risk management related services required by the Fund's bylaws.

B. In exchange for the above services, the Consultant shall be compensated in the following manner:

The Consultant shall be paid by the Municipality a fee as compensation for services rendered in an amount equal to five percent (5%) of the Municipality's annual assessment as promulgated by the Funds. Said fee shall be paid to the Consultant within thirty (30) days of payment of the Municipality's assessment.

For any insurance coverage authorized by the Municipality to be placed outside the Fund, the Consultant shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the Fund's assessment in computing the fee outlined in 2 (a).

If the Municipality shall require of the Consultant extra services other than those outlined above, the Consultant shall be paid by the Municipality a fee at the rate of (INCL) per hour, in addition to actual expenses incurred.

C. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the Consultant's fee outlined in 2 (a) above shall be prorated to date of termination.

ATTEST:

MUNICIPALITY:

Borough Manager

ATTEST:

CONSULTANT:





Mark W. Todisco

Acrisure LLC d/b/a Chadler Solutions

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

THIS AGREEMENT, made this 28th day of November, 2022 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Acrisure LLC dba Chadler Solution, Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 11/28/22 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed _____.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: Donna M. Di Domenico
Donna M. Di Domenico

By: Mark W. Todisco
Mark W. Todisco RMC

(SEAL)

11/28/2022

Date

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 59-23

"RESOLUTION RE-ESTABLISHING THE SOLID WASTE ADVISORY COMMITTEE AND APPOINTING PUBLIC MEMBERS FOR 2023"

WHEREAS, the provision of solid waste collection services has a significant impact in the Borough of Mountain Lakes; and

WHEREAS, the Borough Council desires to re-establish a Committee to be known as the "Solid Waste Advisory Committee" for the purpose of advising the Borough concerning issues related to the collection of solid waste,

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 there is hereby established a Solid Waste Advisory Committee which shall be made up of nine (9) members who shall serve at the pleasure of the Borough Council.

Three (3) members shall be members of the Borough Council who shall be appointed by the Borough Council, with one member also serving on the Public Works Subcommittee and one serving as Council liaison to the Green Team.

Two (2) members shall be Borough staff members and shall be the Borough Manager, and the Director of the Department of Public Works.

The remaining four (4) members shall be members of the Public, with one also serving on the Environmental Commission. The term of all members shall expire on December 31, 2023.

The Committee shall select from its members a Chairperson;

BE IT FURTHER RESOLVED that the following public members are hereby appointed to the Solid Waste Advisory Committee

Glen Garvin

Ryan Gorman

Mimi Kaplan

Chad Scherger

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 60-23

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

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

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

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

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

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

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

Section 3. The term of this agreement shall be for one year from January 1, 2023 through December 31, 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 January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Anderson & Denzler

Service Provided: Borough Engineer

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? + 2.75%	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure		✓
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	n/a
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate		✓
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	✓	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	✓	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	n/a
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox **Date:** 12/29/22

Verified by: [Signature] **Date:** 12/29/22

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

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

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated _____ which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed 150,000.00.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: Mary Kelly

By: William D. Ryan

(SEAL)

Date

ANDERSON & DENZLER ASSOCIATES, INC.

CONSULTING ENGINEERS

January 1, 2023

SCHEDULE OF FEES

FOR PROFESSIONAL ENGINEERING SERVICES RENDERED UPON A PER DIEM BASIS

Principal Engineer	\$179.25 per hour
Professional Engineer	162.00 per hour
Engineer	118.00 per hour
Senior Designer	126.00 per hour
Land Surveyor	126.00 per hour
Design Draftsman	98.00 per hour
Inspector	95.00 per hour
Draftsman	71.00 per hour
2-Man Field Crew	194.00 per hour
3-Man Field Crew	227.00 per hour

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

All invoices are due and payable when rendered.

ML(1/1/2023)

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

RESOLUTION 61-23

“RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS”

WHEREAS, there were excess appropriations to the 2022 Appropriation Budget for the Current Fund; and

WHEREAS, other appropriations are insufficient to meet current needs.

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, as authorized by N.J.S.A. 40A:4-58, the Chief Financial Officer (CFO) is hereby authorized and directed to make the following transfers effective December 31, 2022:

FROM:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>OTHER EXPENSES:</u>		
01-201-26-290-020	STREETS & ROADS O/E	<u>\$3,300.00</u>
	TOTAL	<u>\$3,300.00</u>

TO:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>SALARY & WAGES:</u>		
01-201-22-196-001	CODE ENFORCEMENT	\$3,300.00
	TOTAL	<u>\$3,300.00</u>

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

BOROUGH OF MOUNTAIN LAKES
BUDGET TRANSFERS 2022
EXPLANATION OF TRANSFERS

Current Budget:

Funds Available

Streets & Roads O/E

Funds budgeted for pothole repairs, both in house and contracted will not be needed. 3,300

Funds Needed

Code Enforcement S&W

Due to an approved increase by the personnel committee of the 2022 salary of the new code enforcement official, not enough funds were originally budgeted for this position. These funds are needed to cover the salary for the remainder of the year. 3,300

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

RESOLUTION 62-23

“RESOLUTION REAPPOINTING MONICA GOSCICKI AS CHIEF FINANCIAL OFFICER”

WHEREAS, N.J.S.A. 40A:9-140.10 provides that in every municipality there shall be a chief financial officer appointed by the governing body for a term of four years beginning on January 1 of the year in which they are appointed; and

WHEREAS, N.J.S.A. 40A:9-140.13 requires that a person appointed chief financial officer of a municipality hold a municipal finance officer certification issued by the State of New Jersey; and

WHEREAS, Monica Goscicki, who holds a certification, was appointed Chief Financial Officer for the Borough of Mountain Lakes on June 13, 2016 and at that time was appointed to replace Bernard Re who had resigned after being appointed to a term expiring on December 31, 2018; and

WHEREAS, N.J.S.A. 40A:9-12.1 provides that appointments as a result of such vacancies of office are to be filled for the expiration of the expired term; and

WHEREAS, consequently Ms. Goscicki’s initial term of office expired on December 31, 2018 and she was reappointed as Chief Financial Officer for a four-year term that commenced on January 1, 2019 and expired on December 31, 2022; and

WHEREAS, the Borough Council wishes to reappoint Ms. Goscicki’s as Chief Financial Officer for a four-year term commencing on January 1, 2023; and

WHEREAS, N.J.S.A. 40A:9-140.10 provides that A municipal finance officer who has held office continuously for five consecutive years in the same municipality may continue to serve in her current position and shall not be removed from office or denied reappointment for failure to qualify as a certified municipal finance officer;

WHEREAS, the Borough Council recognizes and affirms that with this reappointment Ms. Goscicki has achieved statutory tenure.

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 Monica Goscicki is hereby reappointed Chief Financial officer of the Borough of Mountain Lakes for a term commencing on January 1, 2023.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 63-23

“RESOLUTION AUTHORIZING 2023 MUNICIPAL EMPLOYEE SALARY”

WHEREAS, the Borough Council adopted Ordinance #3-22 setting the salary ranges for various Borough positions; 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 2023.

NOW, THEREFORE, BE IT RESOLVED, that the following salary is effective January 1, 2023.

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.

TITLE	SALARY
Plumbing Sub-code – Building Inspector PT	\$20,000
Building Sub-code Official - PT	\$19,797

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 64-23

**“RESOLUTION AUTHORIZING THE DISCRETIONARY AWARD OF A CONTRACT FOR LUMBER AND RELATED SUPPLIES TO
FELDMAN LUMBER IN AN AMOUNT THAT MAY EXCEED \$17,500 BUT WILL BE LESS THAN \$40,000”**

WHEREAS, the Borough of Mountain Lakes has utilized Feldman Lumber for the purchase of trees and related supplies;
and

WHEREAS, the Borough of Mountain Lakes has entered into purchase contracts with Feldman Lumber in the current
year; and

WHEREAS, it is anticipated that additional purchase contracts will be required in an amount in excess of \$17,500 but less
than \$40,000; and

WHEREAS, the New Jersey Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq. requires contracts in excess of \$17,500 to be
issued in a fair and open or non-fair and open manner; and

WHEREAS, Feldman Lumber, has provided the required documentation, which is on file with the Borough, for a non-fair
and open contract to be awarded; and

WHEREAS, the Chief Finance Officer has certified that funds are available for all work to date and will certify the
availability of funds prior to any future contracts being authorized, and;

WHEREAS, it is the recommendation of the Borough Manager that should they be needed, contracts in excess of
\$17,500 but less than \$40,000 be authorized in the manner required by law.

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

1. Should they be needed, contracts in excess of \$17,500 but less than \$40,000 may be authorized in the manner
required by law.
2. The Borough Manager is hereby authorized and directed to execute the necessary documents related to this
resolution.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough
Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 65-23

"RESOLUTION AUTHORIZING THE DISCRETIONARY AWARD OF A CONTRACT FOR SKI AND SNOWBOARD SERVICES TO CAMELBACK RESORT IN AN AMOUNT THAT MAY EXCEED \$17,500 BUT WILL BE LESS THAN \$40,000"

WHEREAS, the Borough of Mountain Lakes has utilized Camelback Resort for the purchase of trees and related supplies; and

WHEREAS, the Borough of Mountain Lakes has entered into purchase contracts with Camelback Resort in the current year; and

WHEREAS, it is anticipated that additional purchase contracts will be required in an amount in excess of \$17,500 but less than \$40,000; and

WHEREAS, the New Jersey Pay-to-Play Law N.J.S.A. 19:44A-20.4 et seq. requires contracts in excess of \$17,500 to be issued in a fair and open or non-fair and open manner; and

WHEREAS, Camelback Resort, has provided the required documentation, which is on file with the Borough, for a non-fair and open contract to be awarded; and

WHEREAS, the Chief Finance Officer has certified that funds are available for all work to date and will certify the availability of funds prior to any future contracts being authorized, and;

WHEREAS, it is the recommendation of the Borough Manager that should they be needed, contracts in excess of \$17,500 but less than \$40,000 be authorized in the manner required by law.

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

1. Should they be needed, contracts in excess of \$17,500 but less than \$40,000 may be authorized in the manner required by law.
2. The Borough Manager is hereby authorized and directed to execute the necessary documents related to this resolution.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 66-23

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

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

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

WHEREAS, Solitude Lake Management has submitted a proposal indicating that lakes management treatment will be provided for an annual fee not to exceed \$75,000.00 per year; and

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

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

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Solitude Lake Management for lakes management and for water quality management services to the Borough of Mountain Lakes as set forth in a proposal submitted by Solitude Lake Management, for a fee not to exceed \$75,000.00 per year.

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

Section 3. The term of this agreement shall be for one year, from February 1, 2023 through December 31, 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 January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Solitude Lake Management

Service Provided: Lake Management

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	CP	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? 2.931.	CP	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	CP	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	CP	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	CP	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	CP	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	✓
Payment Terms	All Contracts	Do standard payment terms apply?	CP	✓
Standard Agreement	All Contracts	Agreement Provided	CP	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	CP	✓
Termination	All Contracts	Right to terminate where appropriate	N/A	✓
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	CP	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	CP	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	CP	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	CP	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	✓
Debarment	Public Works	Vendor Not Currently On State Debarment List	CP	✓

Reviewed by: Cara Fox **Date:** 12/14/22

Verified by: [Signature] **Date:** 12/15/22

SERVICES CONTRACT

CUSTOMER NAME: Mitchell Stern
PROPERTY NAME: Borough of Mountain Lakes
CONTRACT EFFECTIVE DATE: February 1, 2023 through December 31, 2023
SUBMITTED BY: Bob Schindler
SPECIFICATIONS: 2023 Lake Maintenance Services

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

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

2. PAYMENT TERMS. The Annual Contract Price is **\$63,855.00**. SOLitude shall invoice Customer **\$7,095.00 per month March through November** for the Services to be provided under this Agreement. The term of this agreement is for a period of nine (9) months, with payment to be made in nine (9) equal monthly payments due by the last day of each month. As a courtesy, the customer will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The customer is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of SOLitude to invoice or send any other sort of reminder or notice. The Contract Price is based on the total value of services to be provided over a period of nine (9) months. For the convenience of the customer, we offer Monthly Contract Pricing that is simply an even nine (9) month amortization of the Contract Price.

Additional as requested and approved management costs:

Task 1: Crystal Lake Nutrient Inactivation (alum) Treatment (~3000 gals) \$ 6,475.00

Task 2: Wildwood Lake Nutrient Inactivation (alum) Treatment (~1500 gals) \$ 3,295.00

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

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

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



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

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

4. **DISCLAIMER.** SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude.

Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The customer is responsible for notifying SOLitude in advance of the contract signing and the start of the contract if they utilize any of the water in their lakes or ponds for irrigation purposes. The customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the customer for irrigation without the consent or knowledge of SOLitude.

Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often times lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The customer also understands and accepts that similar risks would remain even if no work was performed. The customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of the SOLitude, unless there is willful negligence on the part of SOLitude.

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

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



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

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

By: _____

Name: _____

Title: _____

Date: _____

BOROUGH OF MOUNTAIN LAKES

By: _____

Name: _____

Title: _____

Date: _____

Please Remit All Payments to:

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

Please Mail All Contracts to:

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

Customer's Address for Notice Purposes:

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



SCHEDULE A – ANNUAL LAKE MANAGEMENT SERVICES

Lake Aquatic Vegetation Management:

1. Birchwood Lake

The 2023 program will include the use of flumioxazin herbicide to provide management of nuisance submersed aquatic plant growth to maintain open water in the swim lanes and beach area. Plants in the swim area of the lake are usually sparse, but still require treatment to keep the swim area in suitable condition. Although the five-year hydro raking program for Birchwood Lake has been completed, water lily management will continue to be aggressive in this lake with foliar herbicide applications to continue in 2023.

2. Crystal Lake

It is expected that at least one application of Aquastrike will be required to provide control of nuisance densities of bassweed. Sonar is not anticipated in 2023. Algae control has been minimal and copper sulfate has been used primarily in this lake. In 2023, it is anticipated that chelated copper algaecides will be implemented for algae management in Crystal Lake to reduce the overall volume of copper applied to the lake. It is also expected that at least one herbicide application targeting water lily growth will be required in 2023. The use of alum is not projected in Crystal Lake for 2023, but a price is included in the Optional Cost section should water quality impairment demand its implementation into the management program.

3. Sunset Lake

If Sunset Lake remains a management lake for 2023 due to impending drawdown and dam repair, management at Sunset Lake in 2023 will focus on management of water lilies, bassweed and nuisance filamentous algae growth. Submersed aquatic plant control will be accomplished through the systemic herbicide Aquastrike which will provide more thorough control of bassweed. Water lilies will also be aggressively managed through foliar application in 2023 to continue to suppress the spread of this plant. Algae control, when needed, will be provided using copper sulfate.

4. Olive, Shadow, Cove & Grunden's

Due to their small size, these interconnected lakes can require frequent maintenance. Filamentous and unicellular algae genera will be targeted with copper-based algaecides such as chelated copper algaecides or Earth Tec. Should vascular plants become problematic, they will be managed by contact herbicides, depending on the observed target species. The addition or supplementation of aeration in these ponds will continue to be emphasized to ensure sustainable healthy seasonal conditions. Bacterial enhancement will be provided for each of these small basins. Olive and Shadow Lake will also be targeted with a phosphorus reducing compound during the 2023 management season.

5. Mountain Lake

Sonar was applied to Mountain Lake in 2020 for Eurasian water milfoil management. Whole-lake herbicide treatment is not expected in 2023, with spot treatments for control of bassweed expected to the primary management focus. It is anticipated that algae control will continue to be

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



accomplished through appropriate surgical applications of copper sulfate, although chelated copper algaecides and Earthtec will also be incorporated when appropriate to provide an alternative to copper sulfate.

Management of water primrose needs to also be a focus of the lake management program in 2023. This can include volunteer hand-pulling efforts starting in early summer through early fall, or this can be done through the application of herbicide during the same timeframe. Successful management of this plant will require coordinated effort with the Lake Committee to understand and implement a management approach successfully.

6. Wildwood Lake

Due to the smaller size of Wildwood Lake, Sonar and contact herbicide costs are similar and the products are used interchangeably. Herbicide choice in 2023 will depend on existing conditions. Eurasian watermilfoil is not expected to be abundant since it was only observed at minimal trace densities during the 2022 management season. Copper sulfate or chelated copper algaecides will be used for algae control. **One** alum application is planned and is included in the annual management program. Growth of brittle naiad and bassweed has developed more extensively over the past several management seasons and is expected to require more aggressive management through the course of this management program.

Management of water primrose needs to also be a focus of the lake management program in 2023. This can include volunteer hand-pulling efforts starting in early summer through early fall, or this can be done through the application of herbicide during the same timeframe. Successful management of this plant will require coordinated effort with the Lake Committee to understand and implement a management approach successfully.

7. Canal

Fanwort has not been observed in the canal since 2017, and is not expected to require management going forward as seasonal surveys have not recovered any observed growth of this invasive submersed aquatic plant. the canal will also be a focus of monitoring and submersed plant control in 2023 and beyond. Surveys of the canal in 2020 did not indicate any fanwort growth.

Lake Management Committee Meetings:

1. A Senior member of Solitude Lake Management familiar with Mountain Lakes Management Program will attend regular monthly Lake Management Committee meetings throughout 2023.

Monitoring:

1. A SOLitude Biologist will visit the site and inspect each of the nine Borough lakes on a **once per week** basis during the months of **April through September**, and on a **one (1) time per month** basis during the months of **October and March**.

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



2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.
3. General *in situ* water quality monitoring will consist of dissolved oxygen, water clarity and temperature.

Shoreline Weed Control:

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

Water Quality Monitoring:

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

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

Algae Testing & Identification:

1. Samples will be collected **two (2) times per month June through August** on the five larger lakes and Shadow Lake, and once per month on the other lakes for algae identification, classification, description and density. The data generated from this analysis provides valuable information for the development and assessment of site-specific algae management programs.

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



2. The results of the tests along with recommendations and analysis of the results will be provided to the client in a written report following each test.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Obtaining any Federal, state, or local permits required to perform any work specified in this contract where applicable.
 - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
 - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
 - d. Notifying the Customer of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Customer Responsibilities:

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

Service Reporting:

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

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algaecides, adjuvants, and water

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



- quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
 5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
 6. Company will continue to maintain all appropriate training and licensing necessary to perform all specified work in a safe and legal manner throughout the entire contract period.
 7. Company will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.

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

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

THIS AGREEMENT, made this 5th day of January, 2023 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Solitude Lake Management Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated attached which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed 75,000.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

Solitude Lake Management, LLC
CONTRACTOR

By: *Alex* _____

By: *John C. Duma* *10/26/2022*
Business Manager

(SEAL)

10-26-22

Date

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

RESOLUTION 67-23

“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND MATTHEW J. GIACOBBE, ESQ. OF CLEARY GIACOBBE ALFIERI JACOBS, LLC”

WHEREAS, there exists the need for professional legal services (Labor Attorney) for the Borough of Mountain Lakes; and

WHEREAS, Matthew J. Giacobbe, Esq. has submitted a proposal indicating that legal services will be provided for the annual fee of \$170.00 per hour for all attorneys and \$90.00 per hour for all paralegals; and

WHEREAS, the maximum amount of the contract is \$50,000.00; and

WHEREAS, the Borough’s Chief Financial Officer has certified that funds are available for this purpose; and

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

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

- Section 1.** The Borough Manager and Deputy Borough Clerk are hereby authorized and directed to execute an agreement with Matthew J. Giacobbe, Esq. for professional legal services (Labor Attorney) for the Borough of Mountain Lakes as set forth in a proposal, attached hereto, which shall be billed at \$170.00 per hour for all attorneys and \$90.00 per hour for all paralegals.
- Section 2.** This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 3.** The term of this agreement shall be for one year, from January 1, 2023 through December 31, 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 January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Cleary, Giacobbe, Alfieri, Jacobs

Service Provided: Labor Attorney

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	CF	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? <u>3% Increase</u>	CF	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	CF	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	CF	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investment Activities In Iran	CF	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	CF	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	CF	✓
Payment Terms	All Contracts	Do standard payment terms apply?	CF	✓
Standard Agreement	All Contracts	Agreement Provided	CF	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	CF	✓
Termination	All Contracts	Right to terminate where appropriate	N/A	N/A
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	CF	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	CF	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	CF	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	N/A
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	N/A
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	CF	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	CF	✓
Debarment	Public Works	Vendor Not Currently On State Debarment List	CF	✓

Reviewed by: Cara Fox **Date:** 12/14/22

Verified by: [Signature] **Date:** 12/15/22

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

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

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated _____ which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$50,000.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

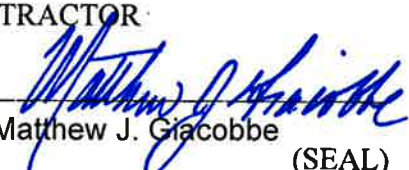
WITNESS ATTEST:
CONTRACTOR

By:  _____

Date

10/24/2022

CONTRACTOR

By:  _____

Matthew J. Giacobbe

(SEAL)

TABLE OF CONTENTS

ADMINISTRATIVE INFORMATION	3
REPRESENTATION OF NO CONFLICT: CONTINUING OBLIGATION TO DISCLOSE	4
PROFESSIONAL INFORMATION	4
ATTORNEY BACKGROUNDS	8
REPRESENTATIVE CLIENTS LIST.....	29
REFERENCES	32
FEE PROPOSAL.....	33

EXECUTIVE SUMMARY

Cleary Giacobbe Alfieri Jacobs, LLC is a full service, general practice law firm. The Firm specializes in the areas of public practice, labor and employment law, litigation, authority law, workers' compensation law, business law and environmental/land use law. The fifty (50) attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have extensive experience in the representation of public entities, including municipalities, school boards and municipal utility authorities. The Firm's practice groups are fully-integrated and provide clients with a variety of experience and expertise to ensure matters are handled in an efficient and cost-effective manner. In addition, the Firm has a strong commitment to the use of the latest technology and the latest legal research tools. Cleary Giacobbe Alfieri Jacobs, LLC has a fully automated office which provides for expedient information retrieval and efficient communication between our attorneys and our clients.

As a firm, Cleary Giacobbe Alfieri Jacobs, LLC is small enough to offer personalized and responsive service, yet large enough to ensure there will always be a knowledgeable attorney available to assist a client at any time. The Firm takes pride in never being "too busy" to handle an individual client's question or emergency. The attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have a track record of always being available, whether it is during or outside regular business hours. The Firm recognizes that many public clients have issues and emergencies that arise outside of normal business hours. As such, clients are provided with attorneys' cell/home numbers so that an attorney may always be reached. In addition, the Firm is available to attend any regular or special meetings, or as otherwise required.

The Firm, in its present state, was established in November 2010. The attorneys, however, have a wide range of practice experience from one (1) to over twenty-five (25) years. The Firm's attorneys are all licensed to practice law in the State of New Jersey and most are licensed in neighboring jurisdictions as well. Cleary Giacobbe Alfieri Jacobs, LLC is in compliance with all applicable affirmative action requirements pursuant to Federal and State laws.

The Firm has never been adjudicated liable for professional malpractice, nor has it been involved in any bankruptcy or reorganization proceedings.

ADMINISTRATIVE INFORMATION

As stated above, this Qualification Statement is submitted on behalf of the firm of Cleary Giacobbe Alfieri Jacobs, LLC. The following is the contact information of the attorney that will serve as the key contact to the Borough of Mountain Lakes:

Matthew J. Giacobbe, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
69 Ramapo Valley Road
Upper Level 105
Oakland, NJ 07436
Phone (973) 845-6700
Fax (201) 644-7601
mgiacobbe@cgajlaw.com

Cleary Giacobbe Alfieri Jacobs, LLC also has offices located at:

State Route 34
Suite 200
Matawan, NJ 07747
Phone (732) 583-7474
Fax (732) 566-7687

50 Division Street
Suite 501
Somerville, NJ 08876
Phone (732) 583-7474
Fax (201) 644-7601

255 Kings Highway East
Second Floor
Haddonfield, NJ 08033
Phone (732) 583-7474
Fax (732) 566-7687

The Firm is a limited liability company that employs fifty (50) experienced attorneys, including thirty-two (32) Partners, seven (7) Counsel, one (1) Of-Counsel, ten (10) Associates, and ten (10) paralegals. The Principals of Cleary Giacobbe Alfieri Jacobs, LLC are:

James J. Cleary, Esq.
Matthew J. Giacobbe, Esq.
Salvatore Alfieri, Esq.
Mitchell B. Jacobs, Esq.

**REPRESENTATION OF NO CONFLICT:
CONTINUING OBLIGATION TO DISCLOSE**

Cleary Giacobbe Alfieri Jacobs, LLC. represents that no conflict of interest exists by virtue of its representation of the interests of the Borough of Mountain Lakes pursuant to the request for qualification. Cleary Giacobbe Alfieri Jacobs, LLC. shall immediately notify the Borough of Mountain Lakes of any potential conflict or actual conflict of interest which arises during the course of its representation.

PROFESSIONAL INFORMATION

Cleary Giacobbe Alfieri Jacobs, LLC recognizes the unique needs and challenges of its public clients. Because public law presents complex and evolving legal issues, public entities need experienced, full-service legal counsel. At the same time, public entities are confronted with increasing financial constraints. As a result, Cleary Giacobbe Alfieri Jacobs, LLC tailors its legal services to meet the budgetary needs of each public client. The Firm's expertise and commitment is evidenced in the continued representation of the same public clients for numerous years, some for a decade or more.

In addition, all legal services provided by Cleary Giacobbe Alfieri Jacobs, LLC are provided "in house" and are never subcontracted out to another firm. The Firm's attorneys and support staff are not members of any collective bargaining unit. Upon information and belief, no immediate relatives of any Principals are employees or elected officials of the Borough of Mountain Lakes.

A. Public Law Practice

The attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have been recognized for their exceptional legal service to public entities. The Firm's clients include some of the largest municipalities and counties in the State of New Jersey, as well as numerous municipal utility authorities, boards of education, planning and zoning boards, economic development authorities, and other public groups at every level of municipal, county and State government. A sampling of the Firm's services to its public clients includes the drafting and/or preparation of contracts, bid specifications, ordinances and board resolutions as well as the handling of bid protests, tax appeal litigation and defense of any and all claims filed against the public entity. Specifically, the Firm advises its public clients on all aspects of compliance with both Federal and State laws, such as the Open Public Meetings Act ("OPMA"), Open Public Records Act ("OPRA"), the Municipal Land Use Law, the Local Public Contracts Law, among others. In addition, Cleary Giacobbe Alfieri Jacobs, LLC provides guidance in environmental and land use issues, including condemnation.

B. Education Law Practice

Over the years, the attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have been recognized for their expertise in all areas of school law. This is evidenced by our long-standing relationships with our clients and the Statewide recognition as experts we have received from entities such as the New Jersey School Boards Association Insurance Group.

The extensive knowledge and experience of our attorneys enables Cleary Giacobbe Alfieri Jacobs, LLC to assist our education clients in many other pertinent areas of law as well. Some of the areas in which we assist our school board clients maintain legal compliance include bid drafting and specification questions, special education, contracts, first amendment rights, employee and student civil rights, construction, bonding and land use, school ethics, labor negotiations, and employee and student discipline. Our team approach to servicing our educational clients is not only cost effective, but it also enables us to offer our clients a full spectrum of services. Additionally, we provide trial and appellate litigation services, as well as handle matters before State and federal administrative agencies. We routinely appear before the Commissioner of Education, the Civil Service Commission, the New Jersey Public Employment Relations Commission, the Division on Civil Rights, the Equal Employment Opportunity Commission and the Office of Administrative Law.

With regard to the special education, as referenced above, we regularly provide counseling and services in all such matters, including participating in Individual Education Program ("IEP") meetings, child study team ("CST") trainings, student record review, resolution sessions, mediations and due process hearings before the Office of Administrative Law. We also counsel CST members on a regular basis regarding student-specific challenges and legal compliance with student programming.

With regard to school construction projects, we routinely draft, review, and negotiate contracts and bid specifications. Additionally, we work closely with all parties involved, including attorneys, staff, engineers and architects. When necessary, we resolve questions and issues involving finance options, federal and State grants, State regulations, environmental permitting, condemnation, contract and bid specifications, performance and payment bond defaults, and insurance contract interpretation. Accordingly, our firm is able to provide guidance at all stages of the process, including the initial evaluation of issues related to bid disputes, construction claims, and change orders. Throughout the

process we work closely with architects and construction managers with the goal of resolving any issues before formal dispute resolution and/or litigation proceedings become necessary.

C. Labor and Employment Practice

The Labor and Employment Law Group of Cleary Giacobbe Alfieri Jacobs, LLC is especially adept and experienced in handling a wide range of labor and management issues – issues which routinely present themselves to public entities. Specifically, the Firm prosecutes disciplinary actions, negotiates collective bargaining agreements, defends employment actions in Federal and State Courts, defends grievances filed against the public entity and participates in interest arbitration and unfair labor practice proceedings. The attorneys with Cleary Giacobbe Alfieri Jacobs, LLC have successfully appeared on behalf of their public clients before both the Federal and State Departments of Labor, the New Jersey Public Employment Relations Commission, the New Jersey Civil Service Commission, the Superior Court of New Jersey and the Federal District Court to successfully defend its clients against claims arising out of the Family and Medical Leave Act (“FMLA”), the Fair Labor Standards Act (“FLSA”), the New Jersey Family Leave Act (“NJFLA”), the New Jersey Law Against Discrimination (“NJLAD”), Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (“ADEA”), the American with Disabilities Act (“ADA”) and the Occupational Safety and Health Act (“OSHA”). Further, the Firm provides legal guidance on matters involving the employer/employee relationship, including individual employment agreements, disciplinary matters, employee and personnel handbooks and requests for medical leave.

The Firm also specializes in providing its clients with risk avoidance services, including training seminars for administrators and employees in workplace harassment ethics, changes in federal health care requirements and compliance with the FMLA, the NJFLA and OPRA. Cleary Giacobbe Alfieri Jacobs, LLC regularly issues legislative alerts and articles when there are changes in laws and/or regulations of significant interest to its public clients.

As previously mentioned, the Firm counsels and advises clients on state and federal labor regulations and provides representation in matters such as:

- ADA – Americans with Disability Act
- EEOC Complaints
- Employment Contracts
- Employee Handbooks and Policies
- Employment Law
- Employment Practices and Policies
- FLSA – Fair Labor Standards Act
- FMLA – Family Medical Leave Act
- Grievance Arbitrations
- Labor Law
- Unfair Labor Practices

D. Litigation

The Litigation Practice Group at Cleary Giacobbe Alfieri Jacobs, LLC has built a strong reputation for providing proactive, zealous and cost effective representation. Publicly and privately held local and national companies, real estate developers, municipalities, boards of education, other public entities and entrepreneurs, as well as non-profit groups and individuals have all retained Cleary Giacobbe Alfieri

Jacobs, LLC to handle their litigation matters. In the public sector, we regularly represent public entities at all levels of government, such as wrongful discharge/retaliation, harassment/discrimination, Title 59 and cases brought under 42 U.S.C. 1983. We pursue litigation with tenacity and determination, while remaining result-oriented committed to and avoiding unnecessary legal proceedings and expense. The Firm's attorneys have substantial experience with alternative dispute resolution, achieving desired results for our clients through arbitration tribunals, case evaluations, mediations and negotiations. Always focused on limiting client exposure, our attorneys regularly consult with clients on the possible avoidance of disputes, devising litigation strategies carefully tailored to fit each client's need.

E. Real Estate Development Land Use, and Tax Appeals

Helping clients navigate local and state regulatory processes to achieve success is one of our top priorities. We have represented a broad range of clients in matters related to zoning, special use permits, and other land use matters. The collaborative approach we apply to each case insures that our clients achieve both their short and long-term goals.

Our attorneys are well versed in all aspects of the public and private real estate. The firm currently represents municipalities and public authorities in matters including zoning, redevelopment, land use, affordable housing, and tax appeals.

The Firm's commercial real estate attorneys have experience representing clients in matters involving:

- Commercial Real Estate Acquisitions and Sales
- Commercial Real Estate Contracts
- Commercial Real Estate Development
- Conditional Use Applications
- Easements and Restrictive Covenants
- Zoning Problems
- Landlord Tenant Matters
- Liens and Title Disputes
- Project Development
- Subdivisions

F. Workers Compensation Law

In matters of workers' compensation, Cleary Giacobbe Alfieri Jacobs, LLC has a long history of successfully defending governmental and private entities. Our attorneys maintain a proactive approach to provide high quality representation in a timely and cost-effective manner, and are fully committed to giving every claim the thorough attention it deserves. We understand how work-related legal issues can impact an employer, and we strive to ensure that our clients achieve the best possible protection of their rights under the Workers' Compensation program.

We work closely with our clients to design and implement procedures to reduce costs and mitigate future claims and liability. We defend our clients against work injury claims of all kinds in all workplace locations, from repetitive stress injuries to occupational hazardous substances exposure to loss of a limb on a building site.

Our workers' compensation attorneys assist employers in all workers' compensation claims arising out of a workplace accident, including a construction accident or industrial accident.

ATTORNEY BACKGROUNDS

The following provides the educational background and bar licensure of the attorneys with Cleary Giacobbe Alfieri Jacobs, LLC:

1. James J. Cleary, Principal Partner

Rutgers University, 1964
Seton Hall University School of Law, 1968
Member of the New Jersey Bar

Mr. Cleary has extensive experience in all areas of legal services required by county government and currently serves as Special County Counsel for Monmouth County, a position he has held for more than fifteen (15) years. Mr. Cleary also has significant municipal law experience, having served as the Municipal Attorney for the Borough of Matawan, Assistant Law Director for Old Bridge Township, and Special Counsel for the Borough of Keyport. Mr. Cleary is a practiced real estate and land use attorney who previously served as Planning Board Attorney for Millstone Township, Union Beach, and Upper Freehold Township. By way of litigation, Mr. Cleary oversees the litigation of a large number of Monmouth County municipalities in his capacity as the Fund Attorney for the Monmouth County Joint Insurance Fund. Mr. Cleary also has considerable experience with utility authorities having represented the Old Bridge Municipal Utilities Authority, the Western Monmouth Utilities Authority, and the Manasquan River Regional Sewerage Authority. Finally, Mr. Cleary has substantial meeting procedure knowledge, having served as Parliamentarian for the New Jersey State Senate from 1998-2002.

2. Matthew J. Giacobbe, Principal Partner

Rutgers University, 1989
Seton Hall School of Law, 1993
Member of the New Jersey and New York Bars and the United States District Court, District of New Jersey

Mr. Giacobbe focuses his practice on representing public and private sector management in all aspects of labor and employment law. Additionally, Mr. Giacobbe is general counsel or labor counsel for several school boards, municipalities, independent authorities and other governmental entities throughout New Jersey. In this capacity, Mr. Giacobbe successfully argued before the Supreme Court of New Jersey in the matter of *Loigman v. Middletown Township*, 185 NJ 566 (2006), where the Court held that municipal attorneys are not policymakers under 42 U.S.C §1983 and are therefore immune from liability for their actions during trial.

Throughout his career, Mr. Giacobbe has handled complex labor negotiations involving public and private sector employers, often obtaining concessions from unions in areas such as salary, insurance co-pays and overtime. He routinely advises clients on termination and employee discipline, employee rights and benefits and other personnel matters. Additionally, Mr. Giacobbe has litigated claims involving employment discrimination, the Fair Labor Standards Act, the Family and Medical Leave Act, wrongful discharge, retaliation, wage and hour issues, whistleblower claims and restrictive covenant litigation in federal and state courts and before the Civil Service Commission, Public Employment Relations Commission and National Labor Relations Board.

Mr. Giacobbe has written numerous articles on labor and employment law and has lectured extensively for the New Jersey Institute for Continuing Legal Education, New Jersey School Boards Association, and the New Jersey League of Municipalities and regularly appears as a "New Jersey Super Lawyer" in New Jersey monthly magazine. Prior to entering private practice, Mr. Giacobbe served as judicial law clerk for the Honorable Garrett Brown, U.S.D.J. in the United States District Court for the District of New Jersey.

3. Salvatore Alfieri, Principal Partner

Rutgers University, 1976
Brooklyn Law School, 1983
Member of the New Jersey and New York Bars

Mr. Alfieri is a practiced local government lawyer, having served in several general counsel/ municipal attorney roles as well as various municipal land use attorney positions. He currently serves as Borough Attorney for Fair Haven as well as previously having served as Township Attorney for the Township of Lakewood. Mr. Alfieri also currently serves as Attorney for the Monmouth County Police Chief's Association. He has previously served as attorney for the Lakewood Township Planning Board, Union Beach Planning Board, Millstone Planning Board, and Aberdeen Township Planning Board. He has also served as Special Counsel for the Manalapan Township Tax Appeals Board, General Counsel to the Aberdeen Township Municipal Utilities Authority and Special Counsel to Howell Township Utility Department.

4. Mitchell B. Jacobs, Principal Partner

Northeastern University, 1983
Nova Southeastern School of Law, 1986
Member of the New Jersey and New York Bars

Mr. Jacobs, co-managing partner of the Firm and manages much of the Firm's litigation, particularly in the areas of employment litigation, commercial litigation, personal injury, real estate litigation and probate litigation. He represents clients and insurance carriers, including the Monmouth County Joint Insurance Fund, the Garden State Insurance Fund, the Bergen County Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund. Mr. Jacobs focuses his practice in the areas of employment-related lawsuits, including discrimination, harassment, hostile work environment, wage and hour violations, and wrongful discharge in federal and state courts. Mr. Jacobs also represents private entities, including closely held businesses, financial institutions and other private employers with their employment needs. Mr. Jacobs is also a frequent lecturer and author of articles on the Health Care Reform Act and its impact on employers.

5. John A. Napolitano, Partner

Villanova University, 1982
St. John's University School of Law, 1985
Member of the New Jersey and New York Bars and the United States District Court, District of New Jersey

Mr. Napolitano practices in the areas of governmental entity, environmental and construction law. Mr. Napolitano has over twenty (20) years' experience representing wastewater authorities. He currently serves as general counsel to the Pequannock Lincoln Park Fairfield Sewerage Authority (TBSA), the North Bergen Municipal Utilities Authority, the Secaucus Municipal Utilities Authority and the Bayshore Regional Sewerage Authority.

Mr. Napolitano currently serves as the County Counsel to the County of Morris. Additionally, he serves as General Counsel to the New Jersey Water Environment Association and to the Association of Environmental Authorities of New Jersey where he previously served as a member of its board. Mr. Napolitano is Special Counsel to the Borough of Oakland on sewerage related matters. Mr. Napolitano also serves as counsel to the Hudson Regional Health Commission.

Mr. Napolitano previously worked with the engineering firm of STV/Seelye Stevenson Value and Knecht and was a Professional Engineer licensed in New York.

6. Gregory J. Franklin, Partner

Rutgers University, 1980

Thurgood Marshall School of Law, 1983

Member of the New Jersey Bar and the United States District Court, District of New Jersey

Mr. Franklin represents public employers in the Labor, Employment and Education groups. His practice focuses on contract negotiations, grievance and interest arbitrations, and representing clients before various State and federal labor agencies. With more than two decades of experience as an attorney and Labor Relations Officer with the City of Newark, Mr. Franklin is in a unique position to provide valuable counsel to management officials regarding contractual analysis, employee disputes and policy development.

Prior to joining the firm, Mr. Franklin worked as a Mediator for the Public Employment Relations Commission for seven years. In that role, he mediated hundreds of public sector contractual impasses involving employers and unions representing police, fire, education, municipal, county, housing and utility authority employees throughout the State of New Jersey. This experience provided exposure to an array of issues, and afforded him a distinct perspective with regard to labor negotiations and dispute resolution which will benefit our clientele.

7. Brian M. Chewcaskie, Partner

Fordham University - College of Business Administration, 1981 *Cum Laude*

Seton Hall University School of Law, 1984 *Cum Laude*

Member of the New Jersey Bar

Prior to joining the firm, Mr. Chewcaskie served as Managing Partner of Gittleman, Muhlstock & Chewcaskie, LLP, a multi-disciplined law firm located in Fort Lee, New Jersey. Mr. Chewcaskie's areas of practice include municipal law, land use/development and zoning, real estate and commercial litigation, corporate and commercial transactions, and banking and real estate.

Mr. Chewcaskie serves as counsel or special counsel to the municipalities of Bogota, Dumont, Edgewater,

Edison, Englewood Cliffs, Fort Lee, Franklin Lakes, Guttenberg, Hackensack, Mahwah, North Bergen, Oakland, Palisades Park, River Vale, Saddle Brook, South Hackensack, Union City, West New York, and Woodcliff Lake. Mr. Chewcaskie also represents several large corporate clients and private land development clients.

Mr. Chewcaskie currently serves as Chairman of the Northwest Bergen County Utilities Authority - 2012 to present, Commissioner of the Northwest Bergen County Utilities Authority - 2005 to present, Member of District II Ethics Committee (District IIB - Bergen County) 1996 - 2000, Member of the Bergen County Bar Association, New Jersey State Bar Association, The 200 Club of Bergen County, Instructor for Bergen County Bar Association - Land Use Committee Land Use Symposium.

8. Richard A. Gantner, Partner

Rutgers University, 1989
Seton Hall Law School, 1993

Member of New Jersey and Pennsylvania Bars, the United States District Court, District of New Jersey; New York and U.S. Court of Appeals, Third Circuit; District of Columbia; U.S. District Court, Eastern District of Pennsylvania

Mr. Gantner practices in the area of personal injury, automobile accidents and injuries, workers compensation, business torts, employment discrimination, family law, medical malpractice, civil litigation, negligence, federal practice and premises liability.

Mr. Gantner was Editor of the Seton Hall University Law Review from 1992-1993. He also co-authored with John P. Greenberg, M.D. "Recognizing and Preparing Closed Head Injury Cases in the Absence of Initial Diagnosis," Trial Excellence, Volume 13, Number 9, September 2001.

He served as Municipal Court Judge in the Township of Marlboro, and is a member of the Supreme Court Committee on Municipal Court Practice.

9. Joseph DeMarco, Partner

Boston College, 1989
Fordham University School of Law, 1994
Member of the New Jersey Bar

Mr. DeMarco focuses his practice on land use issues, representing municipal governments as redevelopment counsel and private clients in negotiations with public entities.

Mr. Demarco served for four years as the Business Administrator to the City of Bayonne and three years as Business Administrator and Assistant Town Attorney of West New York. In these positions, he was responsible for the day to day operations of the cities, including negotiating and drafting redevelopment and financial agreements, supervising updates to master plans, directing zoning and planning departments, and developing long term redevelopment strategies. This valuable experience has given him a unique understanding of the field of land use, redevelopment and zoning.

Additionally, Mr. DeMarco served as a Dispute Resolution Professional for Forthright Solutions, resolving PIP claims filed on behalf of medical providers and individuals. He practiced insurance coverage and defense litigation with the Firm as an associate from 1994 to 2001.

10. Sean T. Kean, Partner

Seton Hall University 1988
Columbia University 1992
Seton Hall University School of Law 1996
Member of the New Jersey Bar

Mr. Kean practices in the areas of municipal law, employment law, workers compensation. He is also municipal prosecutor and has served as General Counsel to the Lakewood Development Corporation.

Mr. Kean was elected to the New Jersey General Assembly in 2002 to represent the 11th Legislative District which was comprised of twenty-five (25) coastal communities in Monmouth County. He was re-elected in 2003 and 2005. In 2007 he was elected to the New Jersey State Senate and served a four (4) year term. After legislative redistricting in 2011, Mr. Kean was elected to represent the residents of Monmouth and Ocean Counties in the newly configured 30th Legislative District as a Member of the General Assembly.

Mr. Kean is a member of the Board of Directors of the Monmouth-Ocean Development Corporation. He also serves as a Member of the Advisory Board of the Asbury Park Salvation Army. Mr. Kean also serves on the Foundation Board of Kimball Medical Center. He is also a member of the Monmouth County Bar Association Local Government Law Committee.

11. Nylema Nabbie, Partner

Seton Hall University, 1992 *Cum Laude*
Seton Hall University School of Law, 1996
Member of the New Jersey and New York Bars

Prior to joining the firm, Ms. Nabbie worked as an attorney at Gittleman, Muhlstock & Chewcaskie, LLP. Ms. Nabbie has substantial land use experience and counsels private and municipal clients. Ms. Nabbie is counsel to land use boards, including the Hillsdale Planning Board and West New York Board of Adjustment. She also serves as co-counsel to the North Bergen Planning Board previously served as co-counsel to the River Edge Municipal Land Use Board. She has also represented corporate and private clients on land use matters throughout the State, as well as the County and State. Ms. Nabbie also represents municipal clients and is special counsel to local municipalities. In addition, she has a background and experience in complex commercial real estate transactions and complex commercial litigation before the Superior Court and Appellate Division. Ms. Nabbie has represented local financial institutions and private individuals on commercial, construction and residential loan transactions. As part of her practice, she is responsible for the preparation of public offering statements and registration of multi-family projects with the Department of Community Affairs.

Ms. Nabbie has served as Hillsdale Planning Board attorney since February 2014 to present. She has served as co-counsel to the North Bergen Planning Board from 2009 to present, West New York Zoning Board of Adjustment Attorney from November 2017 to present, co-counsel to Closter Zoning Board of

Adjustment from 1996 to 1999, member of the Teaneck Planning Board from approximately 1999 to 2004, and Chairperson of the Teaneck Planning Board from approximately 2001 to 2004. Ms. Nabbie served as Director of the New Jersey State Bar Association, Land Use Section - 2009 to 2016.

12. Anthony P. Seijas, Partner

Monmouth University, 1994

Rutgers School of Law - Camden, 1997

Member of the New Jersey Bar, the United States District Court, District of New Jersey, Supreme Court of the United States, U.S. Court of Appeals, Third Circuit Certified R. 1:40 Mediator

Mr. Seijas focuses his practice on complex employment, constitutional and commercial litigation. He has represented real estate development corporations, manufacturers, retailers, professional groups, and municipalities throughout the State. He appears regularly in State and federal courts in New Jersey, including appellate courts and currently defends both public and private employers from employment claims including gender/pregnancy discrimination, hostile work environment and "whistleblower" claims. He also represents commercial entities in all aspects of their business including contract negotiations, business disputes and intellectual property.

Mr. Seijas has successfully defended cases brought pursuant to the Religious Land Use and Institutionalized Persons Act ("RLUIPA") and the ADA, as well as a number of First, Fourth, Fifth and Fourteenth Amendment cases involving claims of excessive force, wrongful arrest, unlawful search and seizure, high speed pursuits, due process, defamation and takings. He has also successfully prosecuted and defended significant construction defect/delay claims.

Mr. Seijas has tried in excess of five hundred (500) cases to conclusion and has argued before New Jersey's Appellate Division and the Third Circuit Court of Appeals. In addition, he is a certified mediator and has served as an arbitrator for private binding arbitrations.

13. Lani M. Lombardi, Partner

Rutgers University, Rutgers College 1994

Villanova University School of Law, 1998

Member of the New Jersey and U.S.V.I. Bars and the United States District Court, District of New Jersey

Lani M. Lombardi has been practicing law for more than 17 years. Ms. Lombardi currently concentrates her practice on real estate tax appeal litigation defense, municipal court defense, and land use litigation, including the handling of land use prerogative writ actions. Throughout her professional career, Ms. Lombardi has represented various governmental clients, including Monmouth County; as well as planning boards, zoning boards and public utility authorities in public entity litigation. She has also provided competent and advantageous representation to both individual and corporate clients in both New Jersey State and appellate courts in civil/commercial litigation actions, estate planning and administration, guardianship actions, landlord-tenant matters, and real estate matters.

Ms. Lombardi also has extensive New Jersey Municipal Court experience, having served as Municipal Prosecutor in Hazlet Township and Matawan Borough; Conflict Municipal Prosecutor in Brick Township;

Associate Municipal Prosecutor in East Brunswick Township; Conflict Public Defender in Brick Township; and Associate Public Defender in Matawan Borough and Howell Township.

Ms. Lombardi is a member of the American Bar Association, New Jersey State Bar Association, Ocean County Bar Association, and the Virgin Islands Bar Association. She is a Trustee of the New Jersey Institute of Local Government Attorneys and a Committee Member of the Monmouth County Bar Association.

14. Bruce W. Padula, Partner

Villanova University, 1996

Seton Hall University School of Law, 1999

Member of the New Jersey and Connecticut Bars, the United States District Court, District of New Jersey, and the Supreme Court of the United States

Mr. Padula represents management in all aspects of labor and employment law. In this capacity, Mr. Padula advises clients on day-to-day employment and labor issues including the Family and Medical Leave Act, the New Jersey Family Leave Act, the Fair Labor Standards Act, Title VII, the Americans with Disabilities Act, the New Jersey Law Against Discrimination, sexual harassment, wrongful discharge, wage and hour, restrictive covenants, and unfair practice charges before the National Labor Relations Board and the Public Employment Relations Commissions.

In addition, Mr. Padula has negotiated collective bargaining agreements and regularly provides advice to clients on collective bargaining matters. Mr. Padula's experience also encompasses public law and education law, where he provides general and labor representation to school boards, charter schools and other public entities in connection with collective bargaining negotiations, grievance arbitrations, seniority issues, hiring, compensation and disciplinary issues.

Mr. Padula also advises clients on campaign finance laws and the various State and local pay-to-play restrictions and has appeared in state and Federal courts on numerous election law matters. Additionally, he has spoken extensively on the Family and Medical Leave Act and the New Jersey Family Leave Act.

Mr. Padula previously served as judicial law clerk to the Honorable Bernard F. Conway, J.S.C., of the Superior Court of New Jersey. He is currently a member of the Hoboken-North Hudson YMCA Board of Directors. Mr. Padula is a frequent author and adjunct lecturer at St. Peter's University. He is also a regular speaker at the New Jersey State Bar Association and New Jersey School Boards Conference.

15. Ruby Kumar-Thompson, Partner

Syracuse University, 1994

Emory University School of Law, 1999

Member of New Jersey Bar, Admitted to United States District Court for the District of New Jersey and the Third Circuit Court of Appeals

Ruby Kumar-Thompson focuses her practice on litigation. She started her legal career in 2001 defending medical malpractice claims where she became skilled at conducting expert depositions. Since 2006, she has successfully defended a wide spectrum of employment and civil rights matters affecting municipalities and other public entities located throughout Northern New Jersey in both state and federal courts.

Ms. Kumar-Thompson has extensive experience specializing in sexual harassment, discrimination in promotions and/or hiring, wrongful termination, pregnancy discrimination, religious discrimination, retaliation, and Free Speech claims, as well as other types of claims brought under the New Jersey Law Against Discrimination, CEPA, New Jersey Civil Rights Act, Title VII, ADEA, USERRA, the Rehabilitation Act, Religious Land Use and Institutionalized Persons Act (RLUIPA), Family Medical Leave Act, and the First Amendment. She also has considerable knowledge and experience defending state and federal constitutional Section 1983 claims and regarding disciplinary matters filed against police officers for actions taken by them during and in furtherance of the course of their duties, including claims for excessive force, wrongful arrest, unlawful search and seizure, high speed pursuits, malicious prosecution, and defamation. Ms. Thompson strives to defend these matters efficiently and effectively, and to provide competent legal counsel to her clients in order to eliminate and/or to limit any potential exposure from same.

Ms. Thompson has also successfully briefed and argued several legal matters in the New Jersey Appellate Division on behalf of municipalities and school districts including *Bustamante v. Borough of Paramus*, et. al., 413 N.J. Super. 276 (2010); *Mary Borrello, et al. v. City of Elizabeth Board of Education*, Docket No. A-3151-14T4 (August 16, 2016); *Groslinger v. Township of Wyckoff*, Docket No. A-5861-07T2, certif. denied, 201 N.J. 497 (2010); and *Whesper v. Police Officer Tulli, et al.*, Docket No. 950 A.2d 907, certif. denied, 195 N.J. 518 (2008). She has also conducted workplace investigations, and provided labor advice to clients with respect to leaves and reasonable accommodations required by the ADA, and the LAD. Her representative clients have most recently included various school districts, including Newark Public Schools, as well as counties and municipalities such as Passaic County, Borough of Jersey City, City of Paterson, and Township of Maplewood. In the past, her representative clients included municipalities throughout Bergen County, as well as the Bergen County Sheriff's Department, Manchester Utilities Authority, County of Bergen, Borough of Haledon, and the Township of Fairfield.

Ms. Thompson is also involved in volunteering her time as a judge in the Annual Bergen County High School Mock Trial competition and as a lecturer for the New Jersey Institute for Continuing Legal Education. Most recently, on October 18, 2017, she spoke on the topic of the Dynamics of Mediating and Evaluating Damages in an Employment Discrimination case.

16. Steven W. Kleinman, Partner

Wake Forest University, 1996, *cum laude*

Seton Hall University School of Law, 2002, *cum laude*

Member of the New Jersey and New York Bars, the U.S. District Court for the District of New Jersey and the Third Circuit Court of Appeals

Mr. Kleinman focuses his practice on public and private sector labor and employment law, municipal and public entity law, and election and campaign finance law. From 2010 through 2017, he served as an in-house Special Counsel and acting County Counsel for Monmouth County, where he was chiefly responsible for handling labor and employment matters involving the County's 3,000+ employees and more than 25 negotiations units. From April 2007 through December of 2009, he was the City of Hoboken's Corporation Counsel, and in that capacity argued and won a precedent-setting open public records case before the New Jersey Supreme Court, *Mason v. Hoboken*, 196 N.J. 51 (2008). Mr. Kleinman started his career in private practice at a large Bergen County law firm from 2002 through 2007.

Mr. Kleinman represents clients before federal and state trial and appellate courts, the Office of Administrative Law, the New Jersey Civil Service Commission, the Public Employment Relations Commission, the Election Law Enforcement Commission and the National Labor Relations Board.

Mr. Kleinman is a cum laude graduate of Wake Forest University and a cum laude graduate of Seton Hall University School of Law, where he was a member of the Seton Hall Law Review. Mr. Kleinman writes and speaks regularly on matters relating to his areas of legal expertise and has been a Trustee to the New Jersey Institute of Local Government Attorneys since 2007.

17. Joseph A. Garcia, Partner

Columbia University School of Law, 2003

College of the Holy Cross, 2000

Member of the New Jersey Bar, New York Bar

Joseph A. Garcia practices in all areas of civil litigation, with a special focus on governmental, labor and employment, land use and election law. He represents individuals, municipalities, counties, authorities, and boards in a variety of litigation and compliance matters.

Mr. Garcia's experience in representing government entities includes redevelopment issues, personnel issues, government contracting, third-party liability claims under the New Jersey Tort Claims Act, regulatory enforcement litigation, and administrative law matters. Mr. Garcia He also specializes in labor and employment matters involving topics such as collective bargaining, sexual harassment, racial discrimination, political discrimination, disability claims, whistle blowing, family-leave issues and non-competition/restrictive covenants.

Mr. Garcia currently serves as General Counsel to the Northwest Bergen County Utilities Authority, the Jersey City Housing Authority and the Hoboken South Waterfront Operating and Maintenance Corporation. He serves as Assistant General Counsel to the North Hudson Regional Fire and Rescue Department. He is also Special Counsel to numerous public entities, and Special Election Counsel to several municipalities and Clerks' offices. Joseph has significant experience representing both public and private clients on zoning matters.

Mr. Garcia also focuses on general commercial litigation with a special emphasis on labor and employment law, real estate and land issues, and government and regulatory matters. While working in Manhattan, Joseph drafted and negotiated collective bargaining agreements; represented a professional sports league in collective bargaining negotiations and various professional sports leagues and teams in arbitration disputes; and guided clients through government investigations and regulatory reviews conducted by the United States Department of Justice, the Securities and Exchange Commission, the Federal Trade Commission, the Commission on Foreign Investment in the United States, and the attorney general offices in several states.

Joseph earned his juris doctorate degree in 2003 from the Columbia University School of Law, where his academic achievement earned him distinction as a Harlan Fiske Stone Scholar. In addition to his active practice, Joseph served as a Councilman, and as a member of the Planning Board, in the Borough of Paramus for several years.

18. Adam S. Abramson-Schneider, Partner

University of Arizona, 2001

Oklahoma City School of Law, 2004

Member of the New Jersey Bar, New York Bar, and the United States District Court, District of New Jersey

Mr. Abramson focuses his practice on the representation of public and private sector employers in labor and employment matters. His practice includes but is not limited to complex labor negotiations, grievance arbitrations, counseling employers on issues of wage and hour, personnel policies, layoffs, FMLA, FLSA, ADA, pensions and health benefits. Mr. Abramson also conducts employee investigations related to discrimination/harassment and provides harassment training. Mr. Abramson has defended the Firm's clients before the Superior Court of New Jersey as well as the Office of Administrative Law, New Jersey Public Employment Relations Commission, Equal Employment Opportunity Commission and the Departments of Labor. Lastly, Mr. Abramson has successfully restrained many grievance arbitrations by arguing the grievances were outside the scope of negotiations and removed illegal provisions from collective negotiations agreements via the Scope of Negotiations process before the New Jersey Public Employment Relations Commission.

19. Joseph A. Lagana, Partner

Thomas M. Cooley Law School, 2004 *cum laude*

Fordham University, 2000

Member of the New Jersey Bar, New York Bar and the United States District Court, District of New Jersey

Joseph A. Lagana practices in the areas of civil litigation, redevelopment and health insurance arbitration.

In addition to his active practice, Joseph serves as a New Jersey State Senator for the 38th legislative district. He is a member of the Senate Judiciary Committee, Vice-Chair of the Senate's Labor Committee and a member of the Health, Human Services and Senior Citizens Committee. Prior to joining the Senate, Joseph represented the 38th legislative district in the New Jersey Assembly, where he served on the Assembly Financial Institutions and Insurance, Judiciary, and Appropriations committees. He also served his community as Council President in the Borough of Paramus, sitting as Chairman of the Budget Committee and Labor Negotiations.

Joseph was recently named a "New Jersey Super Lawyer Rising Star" by Law & Politics, published by New Jersey Monthly Magazine.

Prior to joining Cleary Giacobbe Alfieri Jacobs, LLC, Joseph represented clients in general litigation, criminal defense, chancery practice, and environmental matters. He served as law clerk to Hon. John A. Conte, Superior Court, Criminal Division, Bergen County Vicinage.

20. Gina L. Anton, Partner

Seton Hall University, 1999

Quinnipiac University School of Law, 2006

Member of the New Jersey Bar and the United State District Court, District of New Jersey

Ms. Anton focuses her practice on public and private sector labor and employment law, education law, municipal and public entity law, and business law. Ms. Anton also provides human resource guidance to employers on issues such as personnel policies, employment contracts, severance agreements, employee handbooks, employee evaluations and discipline, and other personnel-related matters. She also responds on behalf of management to employee claims before federal and State courts and administrative agencies.

In her education practice, Ms. Anton has provided employment-related guidance to various school boards throughout the State via the New Jersey School Boards Association Insurance Group Labor hotline. She also provides guidance to clients with regard to employee discipline and the issuance of tenure charges, and has handled such matters on behalf of higher education clients before the Office of Administrative Law and in the Superior Court of New Jersey, Appellate Division.

Since 2015, Ms. Anton has served as the Manager of Labor Relations for Morris County where she is responsible for negotiating the collective negotiations agreements of the County's more than 20 unions. She also responds to grievances and other issues raised by the union members. In this position, Ms. Anton also creates and implements various personnel programs and policies, and conducts workplace investigations on behalf of the County.

Ms. Anton has also authored articles on various labor and employment law topics and has lectured at the American Bar Association's Annual Labor and Employment Law Conference. She also conducts Anti-Harassment and Ethics seminars on behalf of employers. In 2011 and 2012, Ms. Anton was named a New Jersey Super Lawyers' "Rising Star" by New Jersey Monthly magazine. Prior to joining the firm, Ms. Anton worked as an attorney for the Morris County Prosecutor's Office.

21. Jodi S. Howlett, Partner

Green Mountain College, 2002

Vermont Law School, 2007

Member of the New Jersey Bar and the United States District Court, District of New Jersey

Ms. Howlett concentrates her practice on all aspects of school board representation, including general legal matters, labor and employment, and special education. In addition to providing guidance on daily legal matters, such as board of education meetings, harassment, intimidation and bullying complaints, student discipline, and the development/review of school board policies, Ms. Howlett regularly attends meetings on behalf of district Child Study Teams, including eligibility, evaluation, and IEP meetings. In her special education practice, Ms. Howlett has successfully defended the Firm's clients in complex special education litigation in the Office of Administrative Law and appeals to the U.S. District Court. Ms. Howlett uses her extensive experience to conduct lectures and seminars for school administrators in the areas of special education and student discipline.

In addition, Ms. Howlett supervises the New Jersey Employment Practices Hotline Attorney program on behalf of the New Jersey Schools Insurance Group, which provides guidance to numerous school boards throughout the State on issues of tenure and seniority, school employee discipline and removal, Family and Medical Leave Act, New Jersey Family Leave Act, New Jersey Law Against Discrimination, and the Americans with Disabilities Act. Prior to joining Cleary Giacobbe Alfieri Jacobs, LLC, Ms. Howlett served as judicial law clerk to the Hon. Michael A. MacDonald of the Superior Court of Alaska.

22. Frances L. Febres, Partner

Ramapo College of New Jersey, 2007

CUNY School of Law, 2012

Member of the New Jersey and New York Bars; United States District Court, District of New Jersey; and United States Court of Appeals, Third Circuit.

Ms. Febres practices in all areas of public education law, including, but not limited to, special education, labor and employment, and school governance. As part of her practice, she counsels school administrators on day-to-day student, employee and district matters to ensure legal compliance; reviews school board policies, regulations and employee handbooks; reviews administrator contracts; assesses employee benefit entitlements; drafts shared services agreements; advises as to administrative reorganizations and reductions in force (“RIFs”); assesses tenure and seniority rights; assists with student residency removal proceedings; assists administrators with drafting letters regarding employee and student discipline; and conducts workplace investigations, among other services. Additionally, Ms. Febres attends school board meetings and guides school boards with respect to School Ethics Act and Open Public Meetings Act requirements. Ms. Febres also assists school boards with conducting, for example, Donaldson, HIB, student residency and student discipline hearings in executive session.

To further assist school boards, administrators and employees, Ms. Febres conducts administrator and employee trainings concerning teacher evaluation requirements, student records and privacy laws, HIB requirements and legal updates, special education law and procedures, and anti-harassment and anti-discrimination laws. When needed, Ms. Febres will conduct workplace investigations to determine whether there has been a violation of Board Policy or law, such as when an employee makes a complaint of workplace harassment.

As part of her practice, Ms. Febres regularly appears before the Office of Administrative Law, and also appears before the United States District Court, New Jersey Appellate Division, New Jersey Superior Courts, Municipal Courts, the Division on Civil Rights and the Public Employer Relations Commission.

Prior to joining the firm, Ms. Febres had developed diverse experience with administrative agencies and state courts. Specifically, Ms. Febres interned with Justices in the New York Appellate Division and civil trial court. She also interned for a New York City child welfare agency and appeared before the New York Family Court.

23. Micci J. Weiss, Partner

Rutgers University, 2002

Seton Hall School of Law, 2005

Member of the New Jersey and New York Bars; United States District Court, District of New Jersey, US District Courts - Southern District of New York, Eastern District of New York; U.S. District Court; District of Colorado, Northern District of Illinois, U.S. Court of Appeals - 9th Circuit

Mr. Weiss focuses his practices in the areas of Labor and Employment Law and School Law. Mr. Weiss also handles business and real estate litigation matters, including breach of contract, shareholder disputes and real estate commission disputes. He was part of successful trial team in corporate dissolution matter and has successfully settled several multi-million-dollar litigation matters through mediation. Mr. Weiss has also appeared before various planning and zoning boards throughout New Jersey and New York.

Prior to joining the Firm, Mr. Weiss was extensively involved in the representation of developers and business requiring federal, state, and/or local governmental approvals including obtaining site plan, subdivision and variance approvals for commercial, industrial and residential projects

24. Jessica V. Henry, Partner

New York University, 1992, *magna cum laude*

New York University School of Law, New York, 1995

Member of the New Jersey and New York Bars

Ms. Henry litigates matters in New Jersey State and federal courts, focusing primarily on commercial litigation, business torts, contractual disputes, insurance disputes, general liability, and employment litigation matters. Ms. Henry also has considerable experience in handling appeals and representing clients in administrative matters.

25. Ron Kavanagh, Partner

College of New Jersey, 1998

Rutgers University School of Law–Newark, 2008

Member of the New Jersey and New York Bars and the United States District Court, District of New Jersey

Mr. Kavanagh represents public and private sector employers in labor and employment law matters. He counsels clients on wage and hour claims, the Family and Medical Leave Act, as well as employee grievances and arbitrations. Prior to law school, Mr. Kavanagh was employed by Mellon Financial Corporation as a Participant Services Analyst specializing in administering pension and 401-K plans for the firm's clients. During Law School, Mr. Kavanagh served as the managing Article Editor for the Rutgers Law Record. Upon graduation he also served as the judicial law clerk to the Honorable Robert J. Brennan of the Superior Court of New Jersey, Morris County

26. Mark Wenczel, Partner

Hartwick College, 1986

Seton Hall School of Law, 1992

Member of the New Jersey Bar, U.S. District Court District of New Jersey, U.S. Court of Appeals 3rd Circuit

Mark graduated from Hartwick College with Cum Laude honors in 1986 and from Seton Hall University School of Law in 1992. He was admitted to the New Jersey Bar in 1992. He has served in the past as a Mediator in the Superior Court of New Jersey.

Mark has a diverse practice which has him providing both counseling and litigation services in the areas of Education, Employment, Commercial, and Construction Law.

Mark has tried numerous cases before the Office of Administrative Law and the Superior Court of New Jersey. He has appeared before the United States District Court, the United States Bankruptcy Court, the Third Circuit Court of Appeals, and the Appellate Division of the Superior Court of New Jersey.

Mark is a member of the Essex County and New Jersey State Bar Associations. He is also a member of the American Trial Lawyers Association.

27. Mary Anne (McConeghy) Groh, Partner

University of Richmond, 1986, *Cum Laude*

Seton Hall School of Law, Juris Doctor, 1993, *Cum Laude*

Member of the New Jersey Bar and United States District Court, District of New Jersey

Qualified Purchasing Agent, State of New Jersey

Ms. Groh has significant experience in complex litigation, including commercial, employment, malpractice, and probate matters, as well as municipal law and government. Mrs. Groh has extensive knowledge of employment law as a litigator and as management. She served as Vice President and In-House Counsel for Premier Specialties, Inc. for seven years and Business Administrator in the Township of Washington (Bergen County) for two and a half years. In addition, Mrs. Groh has represented various public entities by counseling and, as necessary, litigating matters related to employment, land use, special assessments, and constitutional challenges, among other matters. Mrs. Groh also served as a Councilwoman in the Borough of Haworth for two terms before she decided to not seek re-election at the end of 2015. During her tenure, she was Council President in two of her six years, negotiated two PBA agreements, and served as the Council Liaison to the Haworth Public School and Northern Valley Regional High School. From January 2016 through July 2018, while serving as Business Administrator for the Township of Washington, she also served as Public Agency Compliance Officer and Acting QPA. In addition to the day-to-day management, she prepared budgets, resolutions, ordinances, bid specifications, and requests for proposals; developed personnel policies and procedures; evaluated claims for terminal leave and FMLA; and negotiated a collective bargaining agreement. She has a thorough working knowledge of the Local Public Contracts Law, Prompt Payment Law, and Local Budgeting Law.

Mrs. Groh has extensive commercial and probate litigation experience, as well as experience handling legal and accounting malpractice defense matters. Mrs. Groh served as Law Clerk to the Honorable Kevin

M. O'Halloran, Presiding Judge of the Chancery Division, General Equity and Probate parts from 1993 to 1994. During that time, Mrs. Groh became a Certified Mediator.

Prior to attending law school, Mrs. Groh was a Certified Public Accountant and worked as an auditor with KPMG out of its Short Hills office.

28. Dante M. Alfieri, Partner

Ramapo College, 2009

Widener University School of Law, 2012

Member of New Jersey Bar

Mr. Alfieri concentrates his practice in the areas of residential and commercial real estate transactions, land use, planning and zoning law and real estate tax appeal matters. Mr. Alfieri regularly represents individuals, developers, investors and landowners in the sale and acquisition of residential and commercial real estate. Additionally, he has represents both private and public clients before dozens of municipalities, planning board, zoning boards of adjustment and authorities throughout New Jersey. He also has experience representing both private and public clients with property taxation appeals before County Boards and the Tax Court of New Jersey.

29. Mary Kate Serratelli, Partner

Duquesne University School of Law, 2014

West Chester University of Pennsylvania, 2011, *cum laude*

Member of the New Jersey, New York, and Pennsylvania Bars, United States District Court, District of New Jersey

Mary Kate Serratelli focuses her practice in employment matters, local government, public contracting law, and litigation matters involving public entity clients.

Since 2015, Mary Kate served as assistant general counsel to the Bergen County Improvement Authority (BCIA). In that capacity, Mary Kate played an integral role in the transition of New Jersey's largest hospital, Bergen New Bridge Medical Center, including the procurement of a new hospital operator, negotiation of the lease, as well as various transactions and regulatory approvals to effectuate the transition. Mary Kate also does employment and labor counsel work for various public clients, and handles contract negotiations, disciplinary matters, and conducts EEO investigations into workplace harassment and discrimination. Mary Kate also represents various governmental entity clients in connection with internal governance, compliance, and litigation matters.

Prior to joining the firm, Mary Kate served as judicial law clerk to the Honorable Kathleen M. Delaney, J.S.C. , in the Superior Court of New Jersey, Camden Vicinage. During law school, Mary Kate represented Duquesne on its National Trial Team, finishing as a National Semi-Finalist at the prestigious Tournament of Champions trial competition. At graduation, Mary Kate was inducted as a member of the Louis L. Manderino Honor Society, for excellence in courtroom advocacy.

While completing her undergraduate degree at West Chester University of Pennsylvania, Mary Kate was a four-year letter winner and Senior Captain of the Women's Basketball team.

As an active member of the bar and community, Mary Kate serves as a Trustee of the Women in the Profession Section of the New Jersey State Bar Association and is a member of the Bergen and Hudson County Bar Associations.

30. Daniel R. Lagana, Partner

Thomas M. Cooley Law School, Lansing, Michigan, 2008

Fordham University, 2004

Member of the New Jersey Bar, United States District Court, District of New Jersey

Mr. Lagana practices in the Municipal Law area and land use development specializing in representing municipal boards and private development clients. Daniel currently represents the Borough of Paramus, the Township of Wayne Board of Adjustment, the Township of Lyndhurst Board of Adjustment and the Franklin Township Board of Adjustment.

Daniel previously served as counsel to the Borough of Paramus Board of Adjustment from May 2018 through December 2018. He also previously served as counsel to the Borough of Paramus Planning Board for the calendar year 2019.

Daniel also has significant experience in the areas of insurance and civil litigation and represents clients in PIP Arbitration. Daniel was recognized as a 2019 Rising Star® by Super Lawyers for those attorneys who are under the age of 40 for his work in insurance defense. Daniel has lectured for the New Jersey Institute for Continuing Legal Education ("NJICLE") where he has presented on issues involving pharmaceutical claims and claims involving the interplay between the Automobile Cost Reduction Act ("AICRE") and Medicare.

Daniel is also an active member of the Bergen County Bar Association, where he has previously served as President of the Bergen County Bar Association-Young Lawyers' Division from 2014-2015. Daniel also served as Trustee to the Bergen County Bar Association from 2015-2016.

Daniel also serves as a County Committee Member for the Bergen County Democratic Party. Daniel also volunteered as member of the Borough of Paramus Board of Adjustment, where he served as Vice-Chairman until April 2018.

31. Cameron R. Morgan, Partner

University of Richmond, 2005 *cum laude*

Rutgers Law School - Camden, 2008 *cum laude*

Member of the New Jersey and Pennsylvania Bars, United States District Court, District of New Jersey, Third Circuit Court of Appeals, and United States Supreme Court.

Mr. Morgan serves the public school districts of the State of New Jersey in the specialized area of school law, representing boards of education in all aspects of their legal needs, with a focus on general counsel services, civil litigation, special education, administrative law, collective negotiations, labor and employment, and appellate practice. He has served as Board Solicitor to dozens of school districts, guiding district administrators through the diverse range of issues affecting the public schools, from

personnel matters, tenure cases, and the range of issues that frequently arise at public board meetings, to student disciplinary matters, residency disputes, and homelessness issues, to complex matters involving the budgetary process or First Amendment rights.

Mr. Morgan's practice also focuses heavily on counseling school districts in the complex area of special education. He has served as Special Education Counsel to dozens of school districts and has handled hundreds of special education matters, including due process hearings and grievance complaint investigations, involving children with a wide variety of special needs. In addition, Mr. Morgan routinely represents boards of education in collective negotiations and labor/employment disputes. He has appeared before the Public Employment Relations Commission (PERC) on behalf of school boards in a variety of matters, including unfair labor practice charges and scope of negotiations issues.

Mr. Morgan is a frequent lecturer and presenter for regional, statewide, county-wide, and local organizations involved in New Jersey school law and special education. He routinely speaks to school district administrators on behalf of the New Jersey School Boards Association (NJSBA), New Jersey Association of School Administrators (NJASA) and the New Jersey Association of School Business Officials (NJASBO) on a wide variety of topics relevant to the administration of public schools. Cameron also frequently provides in-service training to teachers, administrators, and child study team members, as well as training to local boards of education in board member ethics and various other areas.

32. John M. Tuntevski, Partner

Rutgers, The State University of New Jersey, 2003 BA, cum laude

Seton Hall University School of Law, 2006 JD

Member of the New Jersey, New York Bars and United States District Court for the District of New Jersey

Mr. Tuntevski focuses his practice on insurance defense and general liability arising out of negligent security, defective products, automobile negligence, and premises liability, as well as contractual and insurance coverage disputes. He has successfully defended numerous personal injury cases and property damage claims at the trial level before New Jersey, New York, and Federal District Courts. He has also argued successfully for both appellants and respondents in the New Jersey Appellate Division and appears regularly before the Forthright Arbitration Forum to arbitrate personal injury protection (PIP) matters.

John served as law clerk to Hon. Dennis F. Carrey III, Superior Court, Civil Division, Essex County Vicinage, and as a judicial intern to Hon. Dennis M. Cavanaugh, United States District Court, New Jersey.

33. Bradley Tishman, Counsel

Binghamton University, 2002

University of Miami School of Law, 2006

Member of the New Jersey, New York, and Florida Bars, United States District Court, District of New Jersey, U.S. Court of Appeals, Third Circuit, Southern and Eastern Districts of New York

Mr. Tishman specializes in labor/employment and civil rights. Mr. Tishman represents both public and private sector clients in Federal, State, and administrative proceedings. He has also prosecuted numerous disciplinary matters at the departmental level and before the Civil Service Commission.

Mr. Tishman successfully obtained a reversal of both the trial court's and Appellate Division's denial of summary judgment on interlocutory appeal to the New Jersey Supreme Court in *Winters v. North Hudson Regional Fire and Rescue*, 212 N.J. 67 (2012). In this landmark decision, the Court precluded a firefighter's CEPA (whistleblower) and First Amendment claims from proceeding to trial by applying the doctrine of collateral estoppel from two prior disciplinary actions that found the employee engaged in egregious misconduct.

34. Catherine Kim, Esq., Counsel

The College of New Jersey, 2012

University of Maryland Francis King Carey School of Law, 2015

Member of the New Jersey Bar

Ms. Kim practices in the areas of real estate, zoning, and litigation. She completed her Juris Doctorate from The University of Maryland Francis King Carey School of Law. Prior to joining the firm, Ms. Kim clerked for Monmouth County Prosecutor's Office, Baltimore City State's Attorney's Office, and Maryland Attorney General's Office.

35. Victoria A. Leblein, Esq., Counsel

College of Charleston, 2013

Seton Hall University School of Law, 2016

Member of the New Jersey and New York Bars

Ms. Leblein received her Juris Doctorate from Seton Hall University School of Law. Prior to joining the firm, Ms. Leblein completed a Judicial Clerkship in the Criminal Division of the Morris County Superior Court. During law school, Ms. Leblein interned with the Passaic County Prosecutor's Office and a boutique law firm, which specialized in civil litigation.

36. Nicholas DelGaudio, Counsel

Binghamton University, 2009

Benjamin N. Cardozo School of Law – Yeshiva University, 2013

Member of the New Jersey and New York Bars; United States District Court, District of New Jersey, U.S District Courts - Southern District of New York

Mr. DelGaudio practices in the areas of labor and employment law, education law, and government/public entity law. He has represented both public entities and private businesses in state court, federal court and administrative actions. He also advises employers on a wide range of employment and labor matters including employee discipline, wage and hour, wrongful discharge, employment discrimination, grievances, unfair labor practices, harassment in the workplace and employee leave issues.

37. Janice V. Arello, Esq., Counsel

Mount Holyoke College, B.A., cum laude, 2007

University of Pennsylvania, M.Ed., 2010

Temple University, James E. Beasley School of Law, 2014

Member of the New Jersey, Pennsylvania and District of Columbia Bars; United States District Court, District of New Jersey

Janice V. Arellano is an Associate with the firm in the Litigation Practice Group. She concentrates her practice in the areas of labor & employment, education, public entity law, tort claim defense, and civil rights. She has experience drafting pleadings, motions, petitions, interrogatories, and trial materials for cases defending private and public entities in state and federal court, and before the Office of Administrative Law.

38. Nicole S. Alvarez, Esq., Counsel

Rutgers University B.A.

New York Law School J.D.

Member of the New York, New Jersey, and Illinois Bar

Ms. Alvarez practices in the areas of Workers' Compensation and Personal Injury Protection. She handles all aspects of these cases from inception through completion. Prior to joining the firm, she worked for a Workers' Compensation and PIP firm and managed over 200 Workers' Compensation petitioner files.

Ms. Alvarez is also an active member of the Ramsey Ambulance Corps as a Certified Emergency Medical Technician. She is currently serving as President of the volunteer organization.

39. Gregory Randazzo, Counsel

Villanova University, 2003

Villanova University School of Law, 2006

Member of the New Jersey and New York Bars

Mr. Randazzo received his Bachelor of Arts degree from Villanova University in 2003 and a Juris Doctor from Villanova University School of Law in 2006. He is licensed to practice in New Jersey and New York. Following graduation from law school, he served as a law clerk to the Honorable William R. DeLorenzo, Jr. in the Bergen County Superior Court, Family Part. As a Law clerk, he dealt extensively with all aspects of Family Law including divorce, custody, and domestic violence matters.

Greg's practice focuses on civil/commercial litigation, municipal law, real estate, personal injury, workers' compensation, estate planning, administration and disputes, corporate formation and disputes, and family law.

40. Lisa M. Scorsolini, Of-Counsel

Johns Hopkins University, 1993

Seton Hall School of Law, 2007

Member of the New Jersey and New York Bars and the United States District Court, District of New Jersey.

As Assistant Township Attorney for the Township of Wayne, Lisa Scorsolini provides legal counsel to the Mayor, Council and Administration, drafts ordinances and resolutions, reviews contracts, and ensures

compliance with the various state laws that govern New Jersey municipalities, such as the Open Public Records Act, Open Public Meetings Act, Local Public Contracts Law, Faulkner Act, and the Municipal Land Use Law.

Prior to her job with Wayne, Ms. Scorsolini was an Assistant Prosecutor/Deputy Attorney General for the Morris County Prosecutor's Office, where she worked in the Domestic Violence and Trial Divisions, and appeared regularly before the Criminal and Family Divisions of the Superior Court of New Jersey, as well as the Appellate Division.

Lisa is a graduate of Seton Hall University Law School and her BA degree from Johns Hopkins University, double-majoring in International Studies and Hispanic and Italian Studies. She speaks Armenian and Italian, as well as English.

41. Salvatore J. Alfieri, Esq. Associate

Rutgers School of Law – Newark, 2016

University of Rhode Island, 2013

Member of the New Jersey State Bar Association and Monmouth County Bar Association

Salvatore J. Alfieri focuses his practice in the areas of general, commercial, and construction litigation, residential and commercial real estate transactions, land use, planning and zoning law and real estate tax appeal matters. Prior to joining the firm, Mr. Alfieri worked as an attorney concentrating his practice in the areas of construction law and commercial litigation. Mr. Alfieri served as a judicial law clerk to the Honorable Clarkson S. Fisher, Jr., Presiding Judge of the New Jersey Superior Court's Appellate Division. He is a 2016 graduate of Rutgers School of Law – Newark, where he served as the Senior Managing Editor of the Rutgers Law Record. While in law school, Mr. Alfieri also participated in the Rutgers Community and Transactional Lawyering Clinic, where he assisted clients with non-profit and LLC business formation and advocated on behalf of incapacitated adults in civil guardianship proceedings before the Superior Court of New Jersey.

42. Anthony Provenzano, III, Esq., Associate

Montclair State University, 2014

New York Law School, 2018

Member of the New Jersey Bar; United States District Court, District of New Jersey

Mr. Provenzano practices in the areas of employment litigation, commercial litigation, and personal injury. He recently received his Juris Doctorate from New York Law School. Mr. Provenzano has worked part-time for the firm since 2014 and throughout law school.

43. Charissa Wijaya Hammerman, Esq., Associate

Montclair State University, 2012

New York Law School, 2017

Member of the New York Bar; New Jersey Bar

Ms. Hammerman received her Juris Doctorate from New York Law School. Prior to joining the firm, Ms. Hammerman completed a Judicial Clerkship and was the Judicial Law Clerk to the Honorable Philip J.

Maenza, Supervising Judge of the Special Civil Part in Morris and Sussex County Superior Court. Along with her Judicial Law Clerk duties, Ms. Hammerman was also the Special Civil Clerk where she was the lead law clerk mediator during her 2017-2018 Judicial Clerkship. During her undergraduate studies, Ms. Hammerman interned with the New Jersey Attorney General's Office in the Consumer Affairs Division where she regularly investigates complaints made against health care professionals, prepares recommendation of disciplinary actions, and assisted in the drafting of Cullen Law. During her law school studies, Ms. Hammerman interned for the Waterfront Commission of New York Harbor where she frequently interviews and investigates arrest reports, as well as holding the lead role in a highly confidential criminal investigation of an organized crime influence. Ms. Hammerman was also the Judicial Law Intern to the Honorable Justice Joan A. Madden, a Judge in New York Supreme Court – New York County, Civil Term and was a summer associate at a New York City law firm, which specialized in civil litigation.

44. Marina V. Stinely, Esq., Associate

The Pennsylvania State University, 2015

Pace Law School, 2018

Member of the New Jersey and New York Bars

Ms. Stinely focuses her practice in the areas of land use/development and zoning, tax appeals, and worker's compensation law. Ms. Stinely received her Juris Doctor with honors from Pace University, Elisabeth Haub School of Law. Prior to joining the firm, Ms. Stinely served as a law clerk the Honorable Rosemary E. Ramsay, Presiding Judge of the Civil Division in the Morris County Superior Court. During law school, Ms. Stinely interned with the New York City Fire Department, Bureau of Legal Affairs and the U.S. Department of Justice, Environment and Natural Resources Division.

45. Danielle A. Panizzi Esq., Associate

Rutgers University, 2015 (Magna Cum Laude)

Rutgers School of Law- Newark, 2018

Member of the New Jersey Bar

Danielle Panizzi focuses her practice in the areas of education and special education law. Prior to joining the firm, Ms. Panizzi served as a judicial law clerk at the Office of Administrative Law of New Jersey. She is a 2018 graduate of Rutgers University School of Law- Newark, where she served as Articles and Submissions Editor for The Women's Rights Law Reporter. While in law school, Ms. Panizzi participated in the Office of the Senior Vice President and General Counsel Internship Program at Rutgers University, where she addressed legal issues arising out of the activities of Rutgers University and its schools and units. Ms. Panizzi has received numerous awards, including the National Association of Women Lawyers Award and The Harriet Goldberg Scholarship, awarded to students passionate about education law.

Ms. Panizzi is a member of the New Jersey Bar Association and the School Law Committee of the New Jersey State Bar.

46. Anthony G. LoBrace, Associate

Union College, 2016 *magna cum laude*
Rutgers School of Law – Newark, 2019
Member of the New Jersey Bar

Anthony G. LoBrace is an Associate with the firm. He focuses his practice in the areas of education law, government/public entity law, and tax appeals. Before joining Cleary Giacobbe Alfieri Jacobs, Mr. LoBrace served as judicial law clerk to the Honorable Louis S. Sceusi, J.S.C., in both the Morris County Civil Division and the Sussex County Criminal Division. Mr. LoBrace is a graduate of Rutgers School of Law – Newark, where he served on the executive board of the Rutgers Law Review as Senior Articles Editor. During his time at Rutgers, Mr. LoBrace interned with the United States Attorney's Office for the District of New Jersey and a boutique general litigation law firm, in addition to volunteering as a teaching associate for the Legal Analysis, Writing, and Research Skills course offered to first-year students.

47. Richard M. Grace, Associate

Manhattan College, 2016
University of Massachusetts School of Law, 2021
Member of the New Jersey Bar

Mr. Grace focuses his practice primarily in the area of Employment law representing management, and assists in the representation of plaintiffs in Medical Malpractice, Personal Injury, and Automobile Accidents. He received his Juris Doctorate from the University of Massachusetts School of Law, where he participated in the Immigration Clinic as a certified student practitioner pursuant Massachusetts' Supreme Judicial Court R. 3:03. This clinic provided practical experience and the opportunity to advocate on behalf of clients in various situations within immigration practice.

48. Mark A. Lamartina, Associate

Rutgers University, 2015
Rutgers University School of Law, 2018
Member of the New Jersey Bar

Mr. Lamartina is an Associate with the firm. He focuses his practice on real estate, land use, guardianship proceedings, and litigation. Before joining Cleary Giacobbe Alfieri Jacobs, Mr. Lamartina served as judicial law clerk to the Honorable Katie A. Gummer, J.S.C., Superior Court of New Jersey, Monmouth County.

49. Robert A. DeMarco, Esq., Associate

Drew University, 2017
University of Colorado Law School, 2020
Member of the New Jersey Bar

Mr. DeMarco focuses his practice in the areas of education, special education, and school governance. Prior to joining the firm, he served as judicial law clerk at the Office of Administrative Law in Newark,

NJ. While attending Colorado Law, he served as Notes & Comments Editor of the Colorado Natural Resources, Energy & Environmental Law Journal. Mr. DeMarco also interned with the General Counsel office at the National Trust for Historic Preservation in Washington, D.C., and The Land Conservancy of New Jersey in Boonton.

50. Matthew S. Roberts, Esq., Associate

Rowan University, 2017

Penn State Dickinson Law, 2020

Member of the New Jersey Bar

Prior to joining the firm, Mr. Roberts worked as a Law Guardian in Essex County representing children in family court matters. During law school, Mr. Roberts interned for the Children's Advocacy Clinic in Carlisle, PA, for Union County Superior Court Judge Robert Mega, and for the Union County Prosecutor's Office.

REPRESENTATIVE CLIENTS LIST

Below is a representative list of our current municipal clients:

Borough of Atlantic Highlands	City of Atlantic City
Borough of Beach Haven	City of Garfield
Borough of Bernardsville	City of Hackensack
Borough of Caldwell	City of Hoboken
Borough of Chatham	City of Jersey City
Borough of Demarest	City of Linden
Borough of Fair Haven	City of Newark
Borough of Fair Lawn	City of Passaic
Borough of Fanwood	City of Summit
Borough of Fort Lee	City of Union City
Borough of Franklin	Town of West New York
Borough of Frenchtown	Township of Alexandria
Borough of Garwood	Township of Andover
Borough of Glen Rock	Township of Barnegat
Borough of Helmetta	Township of Boonton
Borough of Hillsdale	Township of Bridgewater
Borough of Keyport	Township of Cedar Grove
Borough of Lakehurst	Township of Colts Neck
Borough of Leonia	Township of Denville
Borough of Little Silver	Township of East Brunswick
Borough of Lyndhurst	Township of East Greenwich
Borough of Madison	Township of Edison
Borough of Mendham	Township of Fairfield
Borough of Milford	Township of Harding
Borough of Mountain Lakes	Township of Hazlet
Borough of Neptune City	Township of Holmdel
Borough of New Milford	Township of Howell
Borough of Oakland	Township of Jefferson
Borough of Oakland Public Library	Township of Lakewood
Borough of Palisades Park	Township of Lyndhurst
Borough of Paramus	Township of Mahwah
Borough of Park Ridge	Township of Marlboro
Borough of Peapack and Gladstone	Township of Millburn
Borough of Ridgefield	Township of Montville
Borough of River Edge	Township of Mount Olive
Borough of Rockaway	Township of North Bergen
Borough of Rutherford	Township of Old Bridge
Borough of Sea Bright	Township of Parsippany-Troy Hills
Borough of Seaside Park	Township of Pemberton
Borough of Ship Bottom	Township of Saddle Brook
Borough of Shrewsbury	Township of Sayreville
Borough of South Bound Brook	Township of South Hackensack
Borough of Spring Lake	Township of Stafford

Borough of Spring Lake Heights
Borough of Tenaflly
Borough of Wanaque
Borough of Wood-Ridge

Township of Union
Township of Upper Freehold
Township of Vernon
Township of Wall

REFERENCES

Mr. John Bonanni, County Administrator
County of Morris
P.O. Box 900
Morristown, New Jersey 07963
Phone (973) 285-6040
JBonanni@co.morris.nj.us

Terri O'Conner, County Administrator
County of Monmouth
Hall of Records, Freehold, NJ 07728
Phone (732) 431-7384
71 Main Street
Flemington, New Jersey 08822
Phone (908) 788-1104
Teri.OConnor@co.monmouth.nj.us

Mr. Neal Bellet, Business Administrator
Township of Wayne
475 Valley Road
Wayne, New Jersey 07470
Phone (973) 694-1800 X 3204
belletn@waynetownship.com

Mr. Raymond Codey, Borough Administrator
Borough of Madison
205 Madison Avenue – Room 212
Madison, New Jersey 07940
Phone (973) 593-3038
codeyr@rosenet.org

Mr. Alan Negreann, Borough Administrator
Borough of River Edge
705 Kinderkamack Road
River Edge, New Jersey 07661
Phone (201) 599-6300
anegrann@riveredgenj.org

FEE PROPOSAL

The following rates apply for all professional services provided as **Labor Counsel**:

<u>Attorneys</u>	<u>Per Hour</u>
Partners	\$170.00
Counsel	\$170.00
Associates	\$170.00
Paralegals	\$ 90.00

Reimbursable costs and expenses:

In addition to legal fees, we charge the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, deposition costs, Lawyers Courier Service, Federal Express Overnight Courier Service, photocopying charges (\$.20 per copy), postage, interpreter/translators' fee (prevailing market rates).

Sign:

Print: Matthew J. Giacobbe

Date: October 25, 2022

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

RESOLUTION 68-23

“RESOLUTION AUTHORIZING THE CANCELLATION OF GENERAL CAPITAL APPROPRIATION BALANCES”

WHEREAS, certain General Capital Improvement appropriation balances remain dedicated to projects now completed; and

WHEREAS, it is necessary to formally cancel said balances so that the unexpended funded balances may be returned to General Capital Fund Balance to be used towards refurbishing the Borough tennis courts.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey that the following unexpended and dedicated balances of the General Capital Appropriations be canceled:

ORD NO.	DATE ADOPT	PROJECT DESCRIPTION	AMOUNT CANCELLED FUNDED
06-16	6-13-16	Birchwood Lake Improv.	\$69,300.00
06-16	6-13-16	Island Beach Improv.	\$40,700.00
TOTAL			\$110,000.00

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 69-23

**“RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS LOCAL RECREATION IMPROVEMENT GRANT PROGRAM FOR
BOULEVARD WALKWAY REHABILITATION”**

WHEREAS, the New Jersey Department of Community Affairs is offering the Local Recreation Improvement Grant (LRIG); and

WHEREAS, the Local Recreation Improvement Grant is a competitive grant that supports improvement and repair of public recreation facilities including local parks, municipal recreation centers, and local stadiums; and

WHEREAS, the Local Recreation Improvement Grant funds will be allocated to each grant recipient to help cover costs associated with updating community centers, playgrounds, pools, fields, walking or bicycle trails, rail trails, multi-sport courts, and recreational facilities, one-time personnel costs directly related to improvements, project development professional services costs including playground and recreation facilities equipment, and environmental remediation costs required to prepare recreation site for use; and

WHEREAS, the Local Recreation Improvement Grant exists to fund improvements to recreational facilities, provide quality outdoor recreational spaces, and assist local units in completing unmet recreational obligations on property owned by the local unit; and

WHEREAS, the Borough of Mountain Lakes is the sole owner of the Boulevard Walkway Path; and

WHEREAS, the Borough of Mountain Lakes wishes to apply for funding through the NJDCA Local Recreation Improvement Grant; and

WHEREAS, the Borough of Mountain Lakes is qualified to apply for the funding.

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

1. The governing body of the Borough of Mountain Lakes formally supports this NJDCA Local Improvement Grant Application for Improvements at the Boulevard Walkway Path.
2. The Borough hereby authorizes and accepts the submission to the New Jersey Department of Community Affairs Local Recreation Improvement Grant program for 2023.
3. The Borough Manager together with all other appropriate officers, employees, professionals and staff of the Borough are hereby authorized and directed to take all steps necessary to effectuate the purpose of this resolution.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 70-23

**“RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS LOCAL RECREATION IMPROVEMENT GRANT PROGRAM FOR
POWERVILLE ROAD TENNIS COURTS REHABILITATION”**

WHEREAS, the New Jersey Department of Community Affairs is offering the Local Recreation Improvement Grant (LRIG); and

WHEREAS, the Local Recreation Improvement Grant is a competitive grant that supports improvement and repair of public recreation facilities including local parks, municipal recreation centers, and local stadiums; and

WHEREAS, the Local Recreation Improvement Grant funds will be allocated to each grant recipient to help cover costs associated with updating community centers, playgrounds, pools, fields, walking or bicycle trails, rail trails, multi-sport courts, and recreational facilities, one-time personnel costs directly related to improvements, project development professional services costs including playground and recreation facilities equipment, and environmental remediation costs required to prepare recreation site for use; and

WHEREAS, the Local Recreation Improvement Grant exists to fund improvements to recreational facilities, provide quality outdoor recreational spaces, and assist local units in completing unmet recreational obligations on property owned by the local unit; and

WHEREAS, the Borough of Mountain Lakes is the sole owner of the Powerville Road Tennis Courts; and

WHEREAS, the Borough of Mountain Lakes wishes to apply for funding through the NJDCA Local Recreation Improvement Grant; and

WHEREAS, the Borough of Mountain Lakes is qualified to apply for the funding.

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

1. The governing body of the Borough of Mountain Lakes formally supports this NJDCA Local Improvement Grant Application for Improvements at the Powerville Road Tennis Courts.
2. The Borough hereby authorizes and accepts the submission to the New Jersey Department of Community Affairs Local Recreation Improvement Grant program for 2023.
3. The Borough Manager together with all other appropriate officers, employees, professionals and staff of the Borough are hereby authorized and directed to take all steps necessary to effectuate the purpose of this resolution.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 71-23

“RESOLUTION APPOINTING CARA FOX AS BOROUGH CLERK AND MUNICIPAL REGISTRAR”

WHEREAS, N.J.S.A. 40A:9-133 provides that “in every municipality there shall be a municipal clerk appointed for a three-year term by the governing body of the municipality” and also provides that “no person shall be appointed or reappointed as a municipal clerk unless that person holds a registered municipal clerk certificate issued pursuant to section 3 or section 4 of P.L.1985”; and

WHEREAS, N.J.S.A. 40A:9-133 provides that “the term of a municipal clerk shall be deemed to have begun as of the actual date upon which a person serving as municipal clerk is appointed”; and

WHEREAS, there is a vacancy in the office of municipal clerk of the Borough of Mountain Lakes; and

WHEREAS, the Borough Council desires to appoint Cara Fox, a registered municipal clerk, as Borough Clerk to commence on January 4, 2023 and end on January 3, 2026; and

WHEREAS, Cara Fox is a Certified Municipal Registrar (CMR) and is qualified for the position of Municipal Registrar, having received her Certification from the New Jersey Department of Health and Senior Services; and

WHEREAS, N.J.S.A. 26:8-13 provides that the term of office of a local registrar shall be three years and that she shall serve until her successor has been appointed and qualified and that, if the local registrar is the municipal clerk, her term of office shall be concurrent with her term of office as clerk.

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 Cara Fox is hereby appointed Borough Clerk and Municipal Registrar of the Borough of Mountain Lakes for a term commencing on January 4, 2023 and ending January 3, 2026.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 4, 2023.

Mitchell Stern, Acting Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

ORDINANCE 1-23

[illegible]