



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
FEBRUARY 13, 2023
EXECUTIVE SESSION – BEGINS AT 6:30PM
PUBLIC SESSION – BEGINS AT 7PM**

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

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting has been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 9, 2023 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE SESSION

- a. R86-23, Resolution to Enter an Executive Session – Contract Negotiations & Attorney - Client Privilege

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

- a. Swearing in of New Police Sergeant

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

8) BOROUGH COUNCIL DISCUSSION ITEMS

- a. 2023 Budget
- b. Reserve for Uncollected Taxes (RUT) & Targeted Unused Fund Balance Policy
- c. 2023 Goals

9) PUBLIC COMMENT

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

10) ATTORNEY'S REPORT

11) MANAGER'S REPORT

12) RESOLUTIONS

13) ORDINANCES TO INTRODUCE

- a. 2-23, Bond Ordinance Providing for the Improvement of the Municipal Tennis Courts in and by the Borough of Mountain Lakes, in the County of Morris, New Jersey, and Appropriating \$311,000 Therefor from Various Funds of the Borough
- b. 3-23, Ordinance Amending the Chapter 111 of the Revised General Ordinances of the Borough of Mountain Lakes and Amending the Fees for Construction Code Permits, the Fee for a Tree Removal Permit and the Fee for Dishonored or Returned Check

14) ORDINANCES TO ADOPT

15) *CONSENT AGENDA ITEMS

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

***RESOLUTIONS**

- a. R78-23, Authorizing the Payment of Bills*
- b. R79-23, Enter into a Shared Services Agreement between the Borough of Madison and the Borough of Mountain Lakes*
- c. R80-23, Authorizing the Ratification and Execution of a Collective Negotiations Agreement Between the Borough of Mountain Lakes and Teamsters Local 125– 2021 To 2024”*
- d. R81-23, Authorizing the Borough of Mountain Lakes to Enter into the New Jersey Cooperative Purchasing Alliance Cooperative Pricing Agreement*
- e. R82-23, Authorizing the Refund of Overpayment of Taxes*
- f. R83-23, Authorizing a Discretionary Award for Purchase of Diesel Fuel from JW Pierson Co. in an Amount that May Exceed \$17,500 but will be less than \$44,000*
- g. R84-23, Authorizing a Discretionary Award of a Contract to Garden State Fireworks in an Amount that May Exceed \$17,500 but Will be Less than \$40,000*
- h. R85-23, Authorizing the Ratification and Execution of a Collective Negotiations Agreement Between the Borough of Mountain Lakes and Mountain Lakes Policemen’s Benevolent Association Local 310 – 2023 To 2026”*

***APPROVAL OF MINUTES**

1/23/23 (Executive)

1/23/23 (Regular)

2/1/23 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

- a. Robert Platt to the Environmental Commission as Member with a term running through 12/31/25*
 - b. MJ O’Leary to the Health Commission as Chairperson (previously appointed)*
 - c. Dr. Katherine Roberts to the Health Commission as Vice-Chairperson (previously appointed)*
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16) DEPARTMENT REPORTS SUBMITTED FOR FILING

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

17) COUNCIL REPORTS

18) PUBLIC COMMENT

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

19) NEXT STEPS AND PRIORITIES

20) ADJOURNMENT

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

RESOLUTION 86-23

“RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION”

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

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

WHEREAS, the Governing Body wishes to discuss:

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

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

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

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on February 13, 2023.

Cara Fox, Borough Clerk

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

Borough of Mountain Lakes Discussion Item

Date: February 13, 2023

Prepared by: Lauren Barnett, Chris Richter & Khizar Sheikh

- 1. Issue: Proposal to revise the Borough's finance policy for Reserve for Uncollected Taxes (RUT) and Targeted Unused Fund Balance**
 - a. The proposed policy would establish a fixed collection rate for the calculation of the Reserve for Uncollected Taxes at 96.5%.
 - b. The proposed policy also would establish a Target Unused Fund Balance of 7.5% to 10% of the current annual operating budget, targeting the upper end of the range when economic conditions warrant.
 - c. This policy is to be in effect unless the Borough Manager, Chief Financial Officer, and Finance Advisory Committee (FAC) recommend a one-year change and Borough Council agrees by formal vote.
- 2. Definition of RUT:** Reserve for Uncollected Taxes is the amount of the total tax levy (total School Board, Municipal and County taxes) that the Borough does not anticipate will be collected.
- 3. Current Status/Facts:**

The Borough Manager, Chief Financial Officer, and FAC recommend increasing RUT to 96.50% from its current level of 95.5%. FAC has been discussing this recommendation for the past year.

The recommended RUT of 96.5% is based on historic collection rates over the last 35 years, with a low collection rate of 95.5% in 1993 and a high of 99.5% in 2005. Aside from the 95.5% low in 1993, the next lowest collection year was 97.3% in 1991. In the past 20 years, the 10-year tax collection average has not dipped below 98%, 1.5 points higher than the recommended RUT. The current 10-year collection rate average is 98.90%, 2.4 points higher than the recommended RUT.

There was strong consensus that the Borough's RUT policy should be independent of the budget process.

In conjunction with the proposed 96.5% RUT recommendation, FAC recommends revising the Target for Unused Fund Balance to 7.5% - 10% of the current annual operating budget (from the existing policy of 5.0% - 7.5%).
- 4. Does Borough Council support this proposed policy revision?**
- 5. Backup Information: Historical Tax Collection Rates**

Historical Tax Collection Rates

Year	% Collected	10 Year Average
1988	98.8	
1989	98.7	
1990	97.7	
1991	97.3	
1992	97.4	
1993	95.4	
1994	97.6	
1995	97.5	
1996	98.2	
1997	97.6	97.62
1998	98.9	97.63
1999	98	97.56
2000	99.2	97.71
2001	98.9	97.87
2002	99.3	98.06
2003	99.12	98.43
2004	99.43	98.62
2005	99.5	98.82
2006	98.89	98.88
2007	98.97	99.02
2008	98.82	99.01
2009	98.89	99.10
2010	98.75	99.06
2011	98.71	99.04
2012	97.84	98.89
2013	98.75	98.86
2014	99.41	98.85
2015	99.16	98.82
2016	98.62	98.79
2017	99.33	98.83
2018	98.95	98.84
2019	98.49	98.80
2020	98.44	98.77
2021	99.27	98.83
2022	98.54	98.90

2023 Borough Council Goals **(DRAFT)**

Fiscal Strength & Operational Effectiveness

Provide quality services, programs & infrastructure while using resources efficiently

- Support Borough Manager goals and priorities. Of note for 2023:
 - Implementation of new solid waste services
 - Completion of Borough Hall & Public Safety Facilities project
 - Completion of Water Meter Replacement project
 - Completion of Tennis Court project (in partnership with Mountain Lakes School District)
 - Partial completion of the Sunset Dam project
 - Planning for Lead Line Replacement project
 - Settlement of multi-year employee union contracts
- Consider expanding Recycling Center hours via additional day/s of service
- Adopt a responsible 2023 budget in alignment with Borough priorities, while evaluating grant, shared service and other opportunities to minimize taxpayer burden and enhance Borough services and infrastructure

Community Stewardship & Development

Work with Borough committees & commissions to foster our community's unique character, preserve community resources, and enrich the quality of life of Mountain Lakes residents

- Evaluate initiatives to preserve and protect the Borough's natural environment, including our lakes, woodlands and tree canopy. Of note for 2023:
 - Long-term planning for maintaining the health of our lakes
 - Proposal for opting into the Highlands Regional Master Plan
 - Recommendations regarding landscaping to address noise & other community concerns
 - Proposals for woodlands trail improvements
- Evaluate historic preservation, economic development, recreation, and affordable housing initiatives that enhance our community and support the Master Plan. Of note for 2023:
 - Planning for improvements to the historic Station property
 - Review of land use ordinances for consistency, clarity and efficiency
 - Recommendation for pickleball facilities

Openness & Responsiveness

Inform and engage the community

- Support continued improvement of communications with residents, schools, community organizations, local businesses, county/state/federal officials, and neighboring communities to foster strong relationships and information sharing
- Engage with residents to better understand community priorities
- Continue to foster volunteerism, including support for volunteer recruitment, orientation and recognition – and facilitate information-sharing among volunteer groups



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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

TO: Honorable Mayor and Borough Council
SUBJ: Manager's Report for the Borough Council meeting of February 13, 2023
CC: Robert Oostdyk, Borough Attorney

Mayor and Council,

Lakes Management – Following up on the request for increased funding in the 2023 annual budget for hydro-raking, I spoke with Solitude Lake Management, and our Lakes Management Committee. Solitude reiterated the importance of continued hydro-raking, especially since there is currently no plan to accomplish long-term goals of managing our lakes.

Our Lakes Management Committee agrees with the importance of hydro-raking; however, also understands that in order to determine a long-term strategy for our lakes, a bathymetry study must be completed in the immediate future.

Attempting to balance short and long-term needs, I continue with the recommendation to increase hydro-raking efforts to manage immediate concerns in Mountain and Wildwood Lakes, while also moving forward with a bathymetry study.

It's important to note that while both the hydro-raking and bathymetry study quotes were provided by Solitude, I will be seeking quotes from other service providers to obtain the most favorable pricing to complete this much needed work.

Fee Increases – A review of the Borough's fee schedule reflects a need to amend fees in three areas (construction, finance, and shade tree). Attached you will find documentation supporting the requests.

2023 Utility Budget – Attached, please find proposed budgets for our sewer and water utilities. I anticipate discussion on these budgets during our Monday evening Borough Council meeting.

Should you have any questions, please feel free to contact me.

Respectfully,
Mitchell

Subject: Construction Office Fees
Date: Tuesday, February 7, 2023 at 3:59:28 PM Eastern Standard Time
From: Steve Gluck
To: Mitchell Stern
CC: Cara Fox
Attachments: 2023 Construction fee update .docx

Mitchell;

After reviewing the DCA Annual Audit Reports for the past three (3) years, I find it necessary to recommend increases to certain fees for services provided by the Construction Office. The New Jersey Uniform Construction Code Act requires that a local enforcing agency collect revenue sufficient to cover the costs associated with the administration of the regulations.

During the budget year 2020 the Construction Office revenues exceeded its expenditures by \$94,580.52. This was largely due to the issuance of the permits for the construction of the Sunrise at Mountain Lakes project and for additional units at the Enclave at Mountain Lakes. Without the permit revenue from these two projects, the Construction Office would have operated at a deficit of \$40,487.48.

During the budget year 2021 the Construction Office revenues exceeded its expenditures by \$36,432.70. During the year revenue in the amount of \$55,892.00 was received for the final two townhouse buildings at the Enclave project. Without this revenue the Construction Office would have operated at a deficit of \$19,460.00. During the year, exempt permits were issued for either municipal or Board of Education work. If this revenue of \$5,360.00 was realized, the operating deficit would have been reduced to \$14,100.00.

During the budget year 2022 the Construction Office expenditures exceeded its revenues by \$14,752.40. During the year, exempt permits were issued for either municipal or Board of education work. If this revenue of \$3,200.00 was realized, the operating deficit would have been reduced to \$12,552.40.

These large projects are not indicative of the historic construction activity here in the Borough of Mountain Lakes. The fees charged for services must be set to cover the expenses of the typical operation of the office. Attached is a recommended fee schedule for the Construction Office. Based on past activity levels and projections of expected construction in the coming year, I feel that the proposed increases will cover the anticipated annual expenditures. The individual fees have been based on the staff time necessary to administer the regulations and not all services required increases.

The following examples show the scope of the fee revisions for alteration work under the Building Subcode.

For a project with a construction cost of \$50,000, the fee will increase \$200 or 16.7%.

For a project with a construction cost of \$100,000, the fee will increase \$400 or 18.1%.

For a project with a construction cost of \$250,000, the fee will increase \$1000 or 21.7%.

The changing fee levels reflect the increase in project complexity and need for additional staff time to verify compliance with the regulations. This methodology has been applied throughout the proposed fee schedule for all subcodes and reflects only those increases deemed necessary for the Construction Office to be self-sufficient.

Attached is a file outlining the proposed fee schedule modifications. There is a column for the current fees, established in 2020. A second column indicates the proposed fees to be established in 2023. Fees highlighted

in yellow are recommended to be modified. There are some items with strike-throughs that need to be removed from the fee schedule, with modified text highlighted in yellow.

Contact me if any questions arise concerning the above information.

Steven M. Gluck
Construction Official
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046
973-334-3131 Ext. 2012

Subject: Construction Office Fees - Update

Date: Thursday, February 9, 2023 at 10:58:27 AM Eastern Standard Time

From: Steve Gluck

To: Mitchell Stern

Mitchell;

Further discussions with the CFO revealed that the salary amount for the Technical Assistant was incorrectly entered into the preliminary audit report. I took the listed amount as a total salary when the CFO had already discounted the amount based on the proportion of time allotted to the Construction Office. The audit amounts have been corrected and has resulted in a deficit of \$53,406.31. Based on the proposed fee schedule modifications (utilizing activity amounts from 2022) it is anticipated that an increase in revenues of approximately \$56,500 could be realized. This amount would allow the Construction Office to remain in compliance with the NJ Uniform Construction Code regulations.

Over the next two years there will be some larger projects which will result in additional revenues but will also require additional staff time to administer. A review of the fee schedule will need to be performed as these projects are nearing completion to assure that the operation of the Construction Office remains compliant.

Contact me if any questions arise concerning this information.

Steven M. Gluck

Construction Official

Borough of Mountain Lakes

400 Boulevard

Mountain Lakes, NJ 07046

973-334-3131 Ext. 2012

CONSTRUCTION OFFICE FEES

General notes:

1. The fees pertain to all Use Groups unless otherwise stated.
2. All fees shall be calculated to the nearest whole dollar amount.
3. The basic construction permit fee shall be the sum of the parts computed on the basis of the volume or cost of construction, the number of plumbing fixtures and pieces of equipment, the number of electrical fixtures and rating of electrical devices, the number of sprinklers, standpipes, and detectors (smoke and heat) at the unit rates, and/or the applicable flat fees as provided in this subchapter plus any special fees.

Type of Service	Fees 2020	Fees 2023
Building Subcode		
Minimum fee	\$80.00	\$85.00
New construction, including additions, per cubic foot of volume	\$0.075	\$0.085
Renovations, alterations and repairs		
Up to first \$50,000 in cost, per \$1,000	\$24.00	\$28.00
Additionally from \$50,001 to and including \$100,000 in cost, per \$1,000	\$20.00	\$24.00
Additionally over \$100,000 in cost, per \$1,000	\$16.00	\$20.00
For the purpose of determining estimated cost, the applicant shall submit such cost data as may be available produced by the architect or engineer of record, or by a recognized estimating firm, or by the contractor. A bona fide contractor's bid, if available, shall be submitted. The Construction Official shall make the final decision regarding estimated cost.		
Fees for combination renovations and additions shall be computed as the sum of the fees computed separately.		
Building or structural demolition		
R5 Use Group, complete	\$500.00	\$500.00
All other use groups, complete	\$1000.00	\$1000.00
R5 Use Group, interior nonstructural	\$80.00	\$85.00
All other use groups, nonstructural	\$150.00	\$150.00
Garage or accessory building demolition		
R5 Use Group	\$80.00	\$80.00
All other use groups	\$150.00	\$150.00
Moving a building, per \$1,000 of estimated cost of work	\$24.00	\$28.00
Asbestos abatement	\$100.00	\$100.00
Administrative certificate of occupancy	\$25.00	\$25.00
Lead hazard abatement	\$150.00	\$150.00
Administrative certificate of clearance	\$25.00	\$50.00
Flat fees for the following (not subject to minimum fee):		
Swimming pools	\$150.00	\$150.00
Temporary structures		
Sheds, each	\$25.00	\$25.00
House and construction trailers, each	\$250.00	\$250.00
Tents, each	\$120.00	\$120.00
Retaining wall with surface area greater than 550 square feet that is associated with a Class 3 residential	\$200.00	\$250.00

Type of Service	Fees 2020	Fees 2023
structure		
Retaining wall with a surface area of 550 square feet or less that is associated with a Class 3 residential structure	\$100.00	\$150.00
Retaining wall, newly constructed, at other than a Class 3 residential structure shall be based on the cost of construction.		
Signs, per square foot	\$3.00	\$4.00
Double faced signs shall be based on the area of one face of the sign		
Certificate of occupancy		
New construction, R5 Use Group	\$200.00	\$250.00
All other Use Groups	\$250.00	\$300.00
Additions, R5 Use Group	\$75.00	\$100.00
All other Use Groups	\$150.00	\$200.00
Change of use group	\$160.00	\$160.00
Certificate of continued occupancy		Minimum of all subcode fees plus Certificate of Occupancy fee
Temporary certificate of occupancy		
Initial issuance	No fee	No fee
Subsequent renewals, each	\$75.00	\$100.00
Certificate of approval	No fee	No fee
Plan review, nonrefundable	20% of construction permit fee	20% of construction permit fee
Permit surcharge fees		
Permit surcharge [state-mandated, N.J.A.C. 5:23-4.19(b)], per cubic foot of volume (new work and additions only)	\$0.00371	\$0.00371
Alterations, per \$1 of cost	\$0.0019	\$0.0019
Variation application as per N.J.A.C. 5:23-2.10		
Class I structure	\$700.00	\$700.00
Class I structure, resubmission	\$250.00	\$250.00
Class II and III structures	\$150.00	\$150.00
Class II and III structures, resubmission	\$75.00	\$75.00
Reinstatement of lapsed permit, for continuation of work	Minimum of each subcode section not completed	Minimum of each subcode section not completed
Withdrawn permit administrative fee, payable once application has been released for permit	20% of construction permit fee	20% of construction permit fee
Change of agent or contractor, each	\$25.00	\$25.00
Closure of outstanding open permit, each	\$50.00	\$85.00
Electrical Subcode		
Minimum fee	\$80.00	\$85.00
Electrical devices (i.e., lighting outlets, convenience receptacles, wall switches, smoke and heat detectors, fluorescent fixtures, fractional horsepower motors, emergency lights, exit lights, communication points, fire alarm devices, fire alarm control panel)		
1 to 20 devices	\$80.00	\$80.00

Permit surcharge fees	
Permit surcharge [state-mandated, N.J.A.C. 5:23-4.19(b)], per cubic foot of volume (new work and additions only)	\$0.00371
Alterations, per \$1 of cost	\$0.0019
Variation application as per N.J.A.C. 5:23-2.10	
Class I structure	\$700.00
Class I structure, resubmission	\$250.00
Class II and III structures	\$150.00
Class II and III structures, resubmission	\$75.00
Reinstatement of lapsed permit for continuation of work	Minimum of each subcode section not completed.
Withdrawn permit administration fee payable once application has been released for permit	20% of construction permit fee
Change of agent or contractor, each	\$25.00
Closure of outstanding open permit, each	\$85.00
(2) Electrical Subcode	
Minimum fee	\$85.00
Electrical devices (i.e., lighting outlets, convenience receptacles, wall switches, smoke and heat detectors, fluorescent fixtures, fractional horsepower motors, emergency lights, exit lights, communication points, fire alarm devices, fire alarm control panel)	
1 to 20 devices	\$80.00
Each additional 20 devices	\$25.00
Motors (all except those in plug-in appliances)	
1 to 10 horsepower	\$20.00
11 to 50 horsepower	\$75.00
51 to 100 horsepower	\$100.00
Over 100 horsepower	\$450.00
Appliance equipment	
1 to 10 kilowatts	\$20.00
11 to 45 kilowatts	\$75.00
46 to 112.5 kilowatts	\$100.00
Over 112.5 kilowatts	\$450.00
Transformers, generators	
1 to 10 kilowatts	\$50.00
11 to 45 kilowatts	\$100.00

Type of Service	Fees 2020	Fees 2023
Each additional 20 devices	\$20.00	\$25.00
Motors (all except those in plug-in appliances)		
1 to 10 horsepower	\$20.00	\$20.00
11 to 50 horsepower	\$75.00	\$75.00
51 to 100 horsepower	\$100.00	\$100.00
Over 100 horsepower	\$450.00	\$450.00
Appliance equipment		
1 to 10 kilowatts	\$20.00	\$20.00
11 to 45 kilowatts	\$75.00	\$75.00
46 to 112.5 kilowatts	\$100.00	\$100.00
Over 112.5 kilowatts	\$450.00	\$450.00
Transformers, generators		
1 to 10 kilowatts	\$50.00	\$50.00
11 to 45 kilowatts	\$100.00	\$100.00
46 to 112.5 kilowatts	\$200.00	\$200.00
Over 112.5 kilowatts	\$450.00	\$450.00
Service entrance, panel, subpanel or disconnect		
Up to 100 amperes	\$75.00	\$75.00
101 to 200 amperes	\$150.00	\$150.00
201 to 1,000 amperes	\$250.00	\$250.00
Over 1,000 amperes	\$450.00	\$450.00
Air-conditioning units (includes disconnect, compressor/condenser, air handler), each	\$75.00	\$80.00
Replacement of any system part	\$25.00	\$40.00
Burglar alarm system	\$50.00	\$50.00
Replacement of any system part	\$25.00	\$25.00
Swimming pools (includes receptacle, switch, trench, bonding)	\$150.00	\$200.00
Equipotential bonding grid	\$50.00	\$50.00
Hydromassage tub	\$30.00	\$50.00
Hot tub, spa	\$75.00	\$80.00
Certificate of compliance, annual inspection for public swimming pools, spas, hot tubs	\$150.00	\$200.00
Photovoltaic systems		
1 to 50 kilowatts	\$80.00	\$125.00
51 to 100 kilowatts	\$125.00	\$250.00
Greater than 100 kilowatts	\$450.00	\$500.00
Fire Subcode fees		
Minimum fee	\$80.00	\$85.00
Sprinkler systems, each		
Pipe schedule	\$100.00	\$100.00
Hydraulically calculated	\$100.00	\$100.00
R5 Use Group, 20 or fewer heads	\$75.00	\$75.00
Sprinkler system heads, all use groups		
1 to 20 heads	\$80.00	\$100.00
21 to 100 heads	\$150.00	\$200.00
101 to 200 heads	\$300.00	\$400.00
201 to 400 heads	\$750.00	\$750.00
401 to 1,000 heads	\$1,150.00	\$1,150.00
Over 1,000 heads	\$1,450.00	\$1,450.00
Sprinkler system supervisory devices (i.e., tamper	\$20.00	\$20.00

Type of Service	Fees 2020	Fees 2023
switches low/high air), each		
Standpipes, each	\$300.00	\$300.00
Fire alarm systems		
Control panel, R5 Use Group, each	\$50.00	\$50.00
Control panel, non-R5 Use Group, each	\$100.00	\$100.00
Fire alarm systems alarm devices (i.e., smoke detector heads, heat detector heads, pull stations, waterflow alarms)		
1 to 20 devices	\$80.00	\$100.00
21 to 100 devices	\$150.00	\$200.00
101 to 200 devices	\$300.00	\$400.00
201 to 400 devices	\$750.00	\$750.00
401 to 1,000 devices	\$1,150.00	\$1,150.00
Over 1,000 devices	\$1,450.00	\$1,450.00
Fire alarm system security devices (i.e., door locks, electromagnetic releases), each	\$20.00	\$20.00
Fire alarm system signaling devices (i.e., horns, strobes, bells), each	\$10.00	\$10.00
Independent pre-engineered system, each		
Wet chemical system	\$100.00	\$100.00
All other systems	\$200.00	\$200.00
Gas- or oil-fired appliances, each		
R5 Use Group	\$50.00	\$50.00
All other use groups	\$75.00	\$75.00
Metal chimney liner installation, each	\$75.00	\$75.00
Exhaust systems, each		
Commercial kitchen	\$100.00	\$100.00
Smoke control system	\$200.00	\$200.00
Incinerators, each	\$460.00	\$460.00
Crematorium, each	\$460.00	\$460.00
Fuel storage tanks		
R5 Use Group, install, remove or abandon, each	\$80.00	\$80.00
All other use groups, install remove or abandon, each		
Up to 275 gallons	\$100.00	\$100.00
276 gallons to 1,000 gallons	\$200.00	\$200.00
Each additional 500 gallons	\$50.00	\$50.00
Firepump, each	\$100.00	\$100.00
Plumbing Subcode		
Minimum fee	\$80.00	\$85.00
Fixtures (i.e., lavatories, kitchen sinks, basins, urinals, water closets, bathtubs, shower stalls, sill cocks, laundry tubs, floor drains, drinking fountains, dishwashers, garbage disposals, clothes washers and similar devices), each	\$25.00	\$25.00
Stacks, each	\$65.00	\$65.00
Special devices (i.e., grease traps, oil separators, refrigeration units, utility service connections, backflow preventers, gas service interceptors and fuel oil piping), each		
R5 Use Group	\$50.00	\$60.00
All other use groups	\$75.00	\$80.00
Utilization equipment (i.e., steam boilers, hot-water		

Type of Service	Fees 2020	Fees 2023
boilers, warm-air furnaces), each		
R5 Use Group	\$80.00	\$80.00
All other use groups other than R5	\$100.00	\$150.00
Extension of existing heating systems	\$75.00	\$75.00
Air-conditioning units		
R5 Use Group	\$50.00	\$50.00
All other use groups other than R5	\$75.00	\$100.00
Water heaters, each		
R5 Use Group	\$50.00	\$50.00
All other use groups other than R5	\$75.00	\$100.00
Gas piping, each		
R5 Use Group	\$50.00	\$50.00
All other use groups other than R5	\$75.00	\$100.00
Vapor recovery systems, each	\$100.00	\$100.00
Required annual re-inspections (i.e., cross-connections, backflow preventers)	\$75.00	\$100.00
Medical gas piping, per outlet	\$25.00	\$25.00
VAV boxes	\$25.00	\$25.00
Humidifiers	\$25.00	\$25.00
Premanufactured homes, plan review, and connection inspections	\$150.00	\$250.00
Swimming pools	\$100.00	\$100.00
Mechanical Subcode		
Minimum fee, initial device installed for an R3 or R5 Use Group residential structure	\$80.00	\$85.00
Each additional device after the first, for an inspection by a mechanical inspector for an R5 or R3 Use Group residential structure	\$40.00	\$60.00
Engineering		
Engineering review fee	\$300.00	\$300.00
Review of applications for construction permits which involve new construction, additions, modification of improved lot coverage or other work requiring review as determined by the municipal engineer.		

Subject: Amendment of Fee Ordinance for Dishonored or returned checks
Date: Wednesday, February 8, 2023 at 2:53:56 PM Eastern Standard Time
From: Monica Goscicki
To: Mitchell Stern
CC: Cara Fox
Attachments: Fee Ord. Amendment NSF Checks 2-8-23.docx

Mitch,

Attached is a copy of fee schedule 111-3 section O for Dishonored or returned checks. The fee needs to be decreased from \$25 to \$20 because legislation only allows municipalities to charge up to \$20. Will this be included in the fee ordinance update for the 2/13/23 Council meeting?

Monica Goscicki
Chief Financial Officer

Subject: Fee for trees

Date: Thursday, November 10, 2022 at 10:56:35 AM Eastern Standard Time

From: Sandy Batty

To: Mitchell Stern, Thomas, Cynthia Korman

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

Last night at our meeting, the Shade Tree Commission discussed the fee for removing trees in the setback in excess of the three allowed under ordinance 102-36. When we ordered trees from Cerbo's this year, they told us that the price per tree is now \$395, but in reflection of their long-standing relationship with the Borough, they would sell us the trees for \$350 each.

Our fee ordinance #111-P currently lists the fee as \$350. We recommend that this be increased to \$425. This would take into account the price of future trees, plus a little extra for water bags and administrative costs. Similarly the amount for a donation of a memorial or honorary tree should be \$425. I don't believe this is in an ordinance, but just on the Borough website. Let me know if there's an application blank or other document that needs to be changed.

Thanks
Sandy

Revenue Budget 2023											
Account	Description	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved	=/-	%
05-192-08-501-000	ANTICIPATED SURPLUS	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved		
05-192-08-501-000	ANTICIPATED SURPLUS	109,342.00	105,650.00	54,713.00	54,713.00	54,840.79	54,840.79	106,262.17	-	51,421.38	93.76%
05-192-17-000-000	WATER OPERATING REVENUES	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved		
05-192-17-000-001	WATER RENTS	722,446.00	730,000.00	807,073.00	829,437.61	827,000.00	864,860.10	860,000.00	-	33,000.00	3.99%
05-192-17-000-002	MISC. REVENUE - PENALTY CHG'D	-	-	-	12,244.63	-	12,693.96	-	-	-	-
05-192-17-000-003	"WATER - MISC FEES (MTR	33,000.00	33,000.00	33,000.00	81,069.27	33,000.00	9,185.56	20,000.00	-	(13,000.00)	-39.39%
05-192-17-000-004	WATER- Flow Test/Hydrant	-	-	-	200.00	-	-	-	-	-	-
05-192-17-000-005	WATER - CREDIT CARD CONV. FEES	-	-	-	-	-	-	-	-	-	-
05-192-17-000-000	WATER OPERATING REVENUES	755,446.00	763,000.00	840,073.00	922,951.51	860,000.00	886,739.62	880,000.00	-	20,000.00	2.33%
05-192-17-100-000	MRNA - INTEREST EARNED	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved		
05-192-17-100-001	MRNA - INT - OPERATING ACCOUNT	-	-	-	1,494.81	-	2,326.59	-	-	-	-
05-192-17-100-002	MRNA - INT EARNED - CMF	-	-	-	-	-	-	-	-	-	-
05-192-17-100-003	MRNA - INT EARNED - CAPITAL	-	-	-	-	-	-	-	-	-	-
05-192-17-100-004	M.R.N.A. - MISC. CHARGES	-	-	-	525.55	-	300.00	-	-	-	-
05-192-17-100-000	MRNA - INTEREST EARNED	-	-	-	2,020.36	-	2,626.59	-	-	-	-
	GRAND TOTAL	864,788.00	868,650.00	894,786.00	979,684.87	914,840.79	944,207.00	986,262.17	-	71,421.38	7.81%

Expenditure Budget 2023

Account	Description	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved	=/-	%
05-201-55-510-001	Water Operating - Salary & Wages	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
05-201-55-510-011	Water Operating - Salaries	424,373.00	404,491.00	409,773.00	11,292.03	417,062.67	-	439,181.61	-	22,118.94	5.30%
05-201-55-510-012	Water Operating - Part Time	-	-	-	-	-	-	-	-	-	-
05-201-55-510-013	Water Operating - Collector	-	-	-	-	-	-	-	-	-	-
05-201-55-510-014	Water Operating - Overtime	-	25,000.00	25,000.00	23,277.72	25,500.00	20,078.52	26,137.50	-	637.50	2.50%
05-201-55-510-015	Water Operating - DPW Director	-	-	-	-	-	-	-	-	-	-
05-201-55-510-016	Water Operating - DPW Secretary	-	-	-	-	-	-	-	-	-	-
05-201-55-510-018	Water Operating - Administrative Wages	-	-	-	120,303.20	-	130,309.18	-	-	-	-
05-201-55-510-019	Water Operating - S&W-PW Employees	-	-	-	254,835.70	-	271,848.72	-	-	-	-
05-201-55-510-001	Water Operating - Salary & Wages	424,373.00	429,491.00	434,773.00	409,708.65	442,562.67	422,236.42	465,319.11	-	22,756.44	5.14%
05-201-55-520-520	Water Operating - Other Expenses	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
05-201-55-520-520	Water Operating - Other Expenses	-	-	-	0.00	0.00	0.00	-	-	-	-
05-201-55-520-521	Water Operating - J.I.F. Insurance	9,106.00	9,313.00	9,539.00	8,615.00	9,369.00	9,368.16	10,447.60	-	1,078.60	11.51%
05-201-55-520-522	Water Operating - Worker's Compensation	7,555.00	7,825.00	7,852.00	7,852.00	8,202.00	8,201.04	8,616.16	-	414.16	5.05%
05-201-55-520-523	Water Operating - Group Health Benefits	57,006.00	84,594.00	51,396.00	51,396.00	48,052.00	48,052.00	87,544.67	-	39,492.67	82.19%
05-201-55-520-524	Water Operating - Office Supplies/Forms	550.00	550.00	550.00	-	550.00	24.24	550.00	-	-	0.00%
05-201-55-520-525	Water Operating - Dental Benefits	4,951.00	6,266.00	5,576.00	5,576.00	4,874.98	4,875.00	6,845.98	-	1,971.00	40.43%
05-201-55-520-526	Water Operating - Treatment of Wells	16,500.00	19,000.00	21,000.00	16,135.60	21,000.00	20,455.37	21,000.00	-	-	0.00%
05-201-55-520-527	Water Operating - Line/Pump/Motor Reprs	16,500.00	16,500.00	16,500.00	7,868.10	16,500.00	8,067.90	16,500.00	-	-	0.00%
05-201-55-520-528	Water Operating - Training & Education	1,500.00	1,500.00	1,500.00	-	1,500.00	1,203.91	2,000.00	-	500.00	33.33%
05-201-55-520-529	Water Operating - Engineering Services	15,000.00	15,000.00	15,000.00	6,995.12	12,000.00	10,616.03	12,000.00	-	-	0.00%
05-201-55-520-530	Water Operating - Equipment	35,000.00	35,000.00	35,000.00	10,104.67	32,500.00	14,644.77	32,500.00	-	-	0.00%
05-201-55-520-531	Water Operating - Meals	500.00	500.00	500.00	-	500.00	400.00	500.00	-	-	0.00%
05-201-55-520-532	Water Operating - Uniforms	3,000.00	3,000.00	3,000.00	-	2,500.00	678.00	2,500.00	-	-	0.00%
05-201-55-520-533	Water Operating - Radio Repairs	600.00	600.00	600.00	-	250.00	-	250.00	-	-	0.00%
05-201-55-520-534	Water Operating - Equipment & Tools	5,000.00	5,000.00	7,500.00	9,495.18	10,000.00	1,804.24	10,000.00	-	-	0.00%
05-201-55-520-535	Water Operating - Vehicle Repairs	4,500.00	5,000.00	5,000.00	3,880.78	9,000.00	6,945.16	9,000.00	-	-	0.00%
05-201-55-520-536	Water Operating - Personal Safety Equip.	3,300.00	3,300.00	3,300.00	-	2,500.00	1,873.52	2,500.00	-	-	0.00%
05-201-55-520-537	Water Operating - Facility Repair/Maint.	1,200.00	6,000.00	6,000.00	-	6,000.00	2,988.54	6,000.00	-	-	0.00%
05-201-55-520-538	Water Operating - Fees/Permits/Dues	9,000.00	9,000.00	9,000.00	9,660.54	10,000.00	10,049.59	12,000.00	-	2,000.00	20.00%
05-201-55-520-539	Water Operating - Fire Hydrant Services	3,800.00	3,800.00	3,800.00	-	3,000.00	-	3,000.00	-	-	0.00%
05-201-55-520-540	Water Operating - Electricity (Pumping)	73,000.00	73,000.00	73,000.00	67,656.75	60,000.00	46,409.88	60,000.00	-	-	0.00%
05-201-55-520-541	Water Operating - Towpath Taxes	5,000.00	5,000.00	5,000.00	4,478.35	5,000.00	4,547.30	5,000.00	-	-	0.00%
05-201-55-520-542	Water Operating - Telephone Expenses	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00	-	-	0.00%
05-201-55-520-543	Water Operating - Computer/Software Cost	7,500.00	7,500.00	7,500.00	4,569.65	7,500.00	3,243.96	7,500.00	-	-	0.00%
05-201-55-520-544	Water Operating - Petroleum Products	8,000.00	8,000.00	8,000.00	8,000.00	9,000.00	9,149.00	9,000.00	-	-	0.00%
05-201-55-520-545	Water Operating - Postage/Billing Costs	3,000.00	3,000.00	3,000.00	800.00	3,000.00	2,000.00	3,000.00	-	-	0.00%
05-201-55-520-546	Water Operating - Departmental Supplies	2,500.00	2,500.00	2,500.00	2,220.24	3,000.00	3,024.99	3,000.00	-	-	0.00%
05-201-55-520-547	Water Operating - Borough Director	4,000.00	-	-	-	-	-	-	-	-	-
05-201-55-520-548	Water Operating - Electricity & Gas-Bldg	-	-	-	-	-	-	-	-	-	-
05-201-55-520-549	Water Operating - Payroll Services	-	-	-	-	-	-	-	-	-	-
05-201-55-520-550	Water Operating - Annual Audit	11,159.00	11,254.00	11,254.00	11,263.50	12,030.00	12,029.25	12,263.00	-	233.00	1.94%
05-201-55-520-551	Water Operating - Service Contracts	10,000.00	10,000.00	10,000.00	3,787.80	10,000.00	3,907.80	10,000.00	-	-	0.00%
05-201-55-520-553	Water Operating - Misc	-	-	-	-	-	-	-	-	-	-
05-201-55-520-554	Water Operating - Purchased Water	5,000.00	5,000.00	5,000.00	-	3,000.00	-	3,000.00	-	-	0.00%
05-201-55-520-555	Water Operating - Annual Leak Survey	10,000.00	10,000.00	10,000.00	9,100.00	10,000.00	9,225.00	10,000.00	-	-	0.00%

Expenditure Budget 2023											
Account	Description	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved	=/-	%
05-201-55-520-556	Water Operating - Wireless SCADA Control	2,000.00	2,000.00	2,000.00	-	2,000.00	-	2,000.00	-	-	0.00%
05-201-55-520-557	Pressure wash air stripper and tank	33,000.00	-	-	-	-	-	-	-	-	-
05-201-55-520-558	Water Operating - Svcs Credit Card	-	850.00	850.00	807.45	850.00	915.64	850.00	-	-	0.00%
05-201-55-520-559	Water Operating - Water Quality Acct.Act	-	1,000.00	1,000.00	-	1,000.00	-	1,000.00	-	-	0.00%
05-201-55-520-560	Water Operating - Emergency	-	-	-	1,300.00	1,500.00	-	1,500.00	-	-	0.00%
05-201-55-520-561	Water Operating - Water System Repairs	-	-	1,500.00	-	1,500.00	-	1,500.00	-	-	0.00%
05-201-55-520-562	Water Operating - Health Benefit Waiver	-	-	8,484.00	8,484.00	9,197.62	9,197.62	10,101.38	-	903.76	9.83%
05-201-55-520-563	Water Operating - Risk Management Fees	-	-	-	-	994.48	-	1,081.36	-	86.88	8.74%
05-201-55-520-564	Water Operating - Maintenance - Water Meters	-	-	-	-	17,500.00	-	17,500.00	-	-	0.00%
05-201-55-520-565	Water Operating -Risk Manage. Fees Refund	-	-	-	-	-	(994.56)	-	-	-	-
05-201-55-520-566	Water Operating -HR Program	-	-	-	-	-	-	234.00	-	234.00	-
05-201-55-520-580	Water Operating - Water Meter Debt Service	-	-	37,250.00	37,250.00	45,947.00	45,947.00	45,947.00	-	-	0.00%
05-201-55-520-520	Water Operating - Other Expenses	372,227.00	374,352.00	392,451.00	300,796.73	404,817.08	302,350.35	451,731.15	-	46,914.07	11.59%
05-201-55-525-000	Water Operating - Annual Audit	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
05-201-55-525-000	Water Operating - Annual Audit	-	-	-	-	-	-	-	-		
05-201-55-526-000	Water - Capital Improvement Fund	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
05-201-55-526-000	Water - Capital Improvement Fund	-	-	-	-	-	-	-	-		
05-201-55-527-000	Water - Capital Outlay	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
05-201-55-527-000	Water - Capital Outlay	-	15,000.00	15,000.00	-	15,000.00	-	15,000.00	-	-	0.00%
05-201-55-527-001	Water - Capital Outlay-See Mgr for Uses	15,000.00	-	-	-	-	-	-	-	-	-
05-201-55-527-000	Water - Capital Outlay	15,000.00	15,000.00	15,000.00	-	15,000.00	-	15,000.00	-	-	0.00%
05-201-55-530-000	Water - Debt Service	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
05-201-55-530-001	Water - Note Principal	-	-	-	-	-	-	-	-		
05-201-55-530-002	Water - Interest on Notes	-	-	-	-	-	-	-	-		
05-201-55-530-000	Water - Debt Service	-	-	-	-	-	-	-	-		
05-201-55-531-000	Water - Social Security	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
05-201-55-531-000	Water - Social Security	32,465.00	32,856.00	33,260.00	30,720.33	33,856.04	30,517.80	35,596.91	-	1,740.87	5.14%
05-201-55-532-000	Water - P.E.R.S.	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
05-201-55-532-000	Water - P.E.R.S.	20,723.00	16,951.00	19,302.00	18,950.47	18,605.00	18,240.00	18,615.00	-	10.00	0.05%
05-201-55-533-000	Water - Deffered Charges	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
05-201-55-533-000	Water - Deffered Charges	-	-	-	-	-	-	-	-		
05-201-55-534-000	Water - Emergency	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
05-201-55-534-000	Water - Emergency	-	-	-	-	-	-	-	-		
	GRAND TOTAL	864,788.00	868,650.00	894,786.00	760,176.18	914,840.79	773,344.57	986,262.17	-	71,421.38	7.81%

Revenue Budget 2023

Account	Description	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved	=/-	%
07-192-08-501-000	ANTICIPATED SURPLUS	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved		
07-192-08-501-000	ANTICIPATED SURPLUS	-	18,566.00	53,229.00	53,229.00	177,546.62	177,546.62	56,964.95	-	(120,581.67)	-67.92%
07-192-17-000-000	SEWER OPERATING REVENUES:	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved		
07-192-17-000-001	SEWER RENTS	873,178.00	860,000.00	824,000.00	875,760.03	824,000.00	846,298.44	840,000.00	-	16,000.00	1.94%
07-192-17-000-002	SEWER RENTS - 2017 ADJUSTMENT	-	-	-	-	-	-	-	-	-	-
07-192-17-000-000	SEWER OPERATING REVENUES:	873,178.00	860,000.00	824,000.00	875,760.03	824,000.00	846,298.44	840,000.00	-	-	-
07-192-17-001-000	SEWER - MISCELLANEOUS FEES	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved		
07-192-17-001-000	SEWER - MISCELLANEOUS FEES	-	20,000.00	20,000.00	-	10,000.00	-	10,000.00	-	-	0.00%
07-192-17-001-001	MISC REVENUE - PENALTY CHG'D	27,000.00	-	-	22,082.56	-	11,624.47	-	-	-	-
07-192-17-001-002	SEWER - CONNECTION FEES	-	-	-	100,460.00	-	62.50	-	-	-	-
07-192-17-001-004	SEWER - INT - OPERATING ACCOUNT	-	-	-	1,347.94	-	1,948.47	-	-	-	-
07-192-17-001-005	SEWER - INT EARNED - CMF	-	-	-	-	-	-	-	-	-	-
07-192-17-001-006	SEWER - INT EARNED - CAPITAL	-	-	-	133.84	-	149.20	-	-	-	-
07-192-17-001-000	SEWER - MISCELLANEOUS FEES	27,000.00	20,000.00	20,000.00	124,024.34	10,000.00	13,784.64	10,000.00	-	-	-
07-192-17-002-000	SEWER REVENUE - CAPITAL IMPROVEMENT FUND	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved		
07-192-17-002-000	SEWER REVENUE - CAPITAL IMPROVEMENT FUND	-	-	-	-	-	-	-	-	-	-
07-192-17-003-000	SEWER REVENUE - CURRENT DEFICIT FUNDING	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved		
07-192-17-003-000	SEWER REVENUE - CURRENT DEFICIT FUNDING	-	-	-	-	-	-	-	-	-	-
07-192-17-200-000	MISC REVENUE NOT ANTIC (MRNA)	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 COLLECTED	2022 BUDGET	2022 COLLECTED	2023 Requested	2023 Approved		
07-192-17-200-000	MISC REVENUE NOT ANTIC (MRNA)	-	-	-	198.45	-	-	-	-	-	-
	GRAND TOTAL	900,178.00	898,566.00	897,229.00	1,053,211.82	1,011,546.62	1,037,629.70	906,964.95	-	(104,581.67)	-10.34%

Expenditure Budget 2023

Account	Description	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved	=/-	%
07-201-55-510-001	Sewer Operating - Salary & Wages	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
07-201-55-510-001	Sewer Operating - Salary & Wages	-	232,650.00	235,016.00	16,879.30	239,062.43	-	247,852.31	-	8,789.88	3.68%
07-201-55-510-011	Sewer Operating - Salary & Wages	242,394.00	-	-	(669.57)	-	-	-	-	-	-
07-201-55-510-012	Sewer Operating - Part Time	-	-	-	-	-	-	-	-	-	-
07-201-55-510-013	Sewer Operating - Collector	-	-	-	-	-	-	-	-	-	-
07-201-55-510-014	Sewer Operating - Overtime	5,000.00	5,000.00	5,000.00	-	5,000.00	1,084.30	5,000.00	-	-	0.00%
07-201-55-510-015	Sewer Operating - DPW Director	-	-	-	-	-	-	-	-	-	-
07-201-55-510-016	Sewer Operating - DPW Secretary	-	-	-	-	-	-	-	-	-	-
07-201-55-510-018	Sewer Operating - Administrative Wages	-	-	-	120,303.06	-	130,308.76	-	-	-	-
07-201-55-510-019	Sewer Operating - S&W-PW Employees	-	-	-	102,503.21	-	104,755.97	-	-	-	-
07-201-55-510-001	Sewer Operating - Salary & Wages	247,394.00	237,650.00	240,016.00	239,016.00	244,062.43	236,149.03	252,852.31	-	8,789.88	3.60%
07-201-55-520-520	Sewer Operating - Other Expenses	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
07-201-55-520-520	Sewer Operating - Other Expenses	-	-	-	(28,917.49)	0.00	-	-	-	-	-
07-201-55-520-521	Sewer Operating - J.I.F. Insurance	9,106.00	8,642.00	8,852.00	7,996.00	8,198.00	8,197.16	9,141.65	-	943.65	11.51%
07-201-55-520-522	Sewer Operating - Worker's Compensation	7,555.00	7,262.00	7,287.00	7,287.00	7,176.00	7,175.88	7,539.14	-	363.14	5.06%
07-201-55-520-523	Sewer Operating - Group Health Benefits	44,645.00	46,987.00	29,680.00	29,680.00	27,860.45	27,860.48	40,187.01	-	12,326.56	44.24%
07-201-55-520-524	Sewer Operating - Parsippany Sewer Chgs	477,375.00	486,923.00	496,661.00	496,661.00	606,594.23	606,594.23	479,000.00	-	(127,594.23)	-21.03%
07-201-55-520-525	Sewer Operating - Office Supplies/Forms	500.00	500.00	500.00	485.00	500.00	622.38	1,000.00	-	500.00	100.00%
07-201-55-520-526	Sewer Operating - Engineering Services	7,500.00	7,500.00	7,500.00	2,081.88	7,500.00	2,418.15	7,500.00	-	-	0.00%
07-201-55-520-527	Sewer Operating - Operating Equipment	-	-	-	-	-	2,957.88	-	-	-	-
07-201-55-520-528	Sewer Operating - Vehicle Equip/Repairs	3,000.00	3,000.00	3,000.00	4,538.05	5,000.00	2,084.99	5,000.00	-	-	0.00%
07-201-55-520-529	Sewer Operating - Misc Equipment & Tools	1,500.00	1,500.00	1,500.00	500.37	1,000.00	500.00	1,000.00	-	-	0.00%
07-201-55-520-530	Sewer Operating - Training/Confer/Educ	1,000.00	1,000.00	1,000.00	-	1,000.00	-	1,000.00	-	-	0.00%
07-201-55-520-531	Sewer Operating - Contracted Services	1,000.00	3,000.00	3,000.00	850.00	3,000.00	2,000.00	3,000.00	-	-	0.00%
07-201-55-520-532	Sewer Operating - Pumping Station	4,000.00	4,000.00	4,000.00	1,895.00	4,000.00	-	4,000.00	-	-	0.00%
07-201-55-520-533	Sewer Operating - Telephone Charges	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	-	-	0.00%
07-201-55-520-534	Sewer Operating - Electricity	1,000.00	1,000.00	1,000.00	773.26	1,000.00	671.62	1,000.00	-	-	0.00%
07-201-55-520-535	Sewer Operating - Postage/Billing Costs	1,200.00	1,200.00	1,200.00	800.00	1,200.00	2,000.00	2,000.00	-	800.00	66.67%
07-201-55-520-536	Sewer Operating - Dental Benefits	3,547.00	3,089.00	2,793.00	2,793.00	2,419.78	2,419.80	2,866.78	-	447.00	18.47%
07-201-55-520-537	Sewer Operating - Computer/Software Cost	7,500.00	7,500.00	7,500.00	4,564.68	7,500.00	3,243.96	7,500.00	-	-	0.00%
07-201-55-520-538	Sewer Operating - Bd Educ Share-Director	-	-	-	-	-	-	-	-	-	-
07-201-55-520-539	Sewer Operating - Uniforms/Pers Prot Equ	3,000.00	3,000.00	3,000.00	-	3,000.00	-	-	-	-	-
07-201-55-520-540	Sewer Operating - Petroleum Products	10,000.00	10,000.00	10,000.00	10,000.00	11,000.00	11,000.00	11,000.00	-	-	0.00%
07-201-55-520-541	Sewer Operating - Electricity & Gas-Bldg	-	-	-	-	-	-	-	-	-	-
07-201-55-520-542	Sewer Operating - Payroll Services	-	-	-	-	-	-	-	-	-	-
07-201-55-520-550	Sewer Operating - Annual Audit	11,159.00	11,254.00	11,254.00	11,263.50	12,030.00	12,029.25	12,263.00	-	233.00	1.94%
07-201-55-520-551	Sewer Operating - Service Contracts	6,700.00	6,700.00	6,700.00	-	6,700.00	-	6,700.00	-	-	0.00%
07-201-55-520-553	Sewer Operating - Miscellaneous	4,000.00	2,000.00	2,001.00	-	2,000.00	-	2,000.00	-	-	0.00%
07-201-55-520-554	Sewer Operating - Wireless SCADA Control	2,000.00	2,000.00	2,000.00	-	2,000.00	-	2,000.00	-	-	0.00%
07-201-55-520-558	Sewer Operating - Svcs Credit Card	-	850.00	850.00	807.15	850.00	915.03	950.00	-	100.00	11.76%
07-201-55-520-562	Sewer Operating - Health Benefit Waiver	-	-	2,036.00	2,036.00	2,253.95	2,253.95	2,137.67	-	(116.28)	-5.16%
07-201-55-520-563	Sewer Operating - Risk Management Fees	-	-	-	-	-	-	946.19	-	946.19	-
07-201-55-520-564	Sewer Operating - Risk Manage. Fees Refund	-	-	-	-	-	(870.24)	-	-	-	-

Expenditure Budget 2023

Account	Description	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved	=/-	%
07-201-55-520-520	Sewer Operating - Other Expenses	608,787.00	620,407.00	614,814.00	557,594.40	725,282.41	695,574.52	611,231.44	-	(114,050.97)	-15.73%
07-201-55-525-000	Sewer Operating - Annual Audit	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
07-201-55-525-000	Sewer Operating - Annual Audit	-	-	-	-	-	-	-	-		
07-201-55-526-000	Sewer Operating - Capital Impr. Fund	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
07-201-55-526-000	Sewer Operating - Capital Impr. Fund	-	-	-	-	-	-	-	-		
07-201-55-527-000	Sewer Operating - Capital Outlay	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
07-201-55-527-001	Sewer Operating - Capital Outlay	10,000.00	10,000.00	10,000.00	-	10,000.00	-	10,000.00	-	-	0.00%
07-201-55-527-000	Sewer Operating - Capital Outlay	10,000.00	10,000.00	10,000.00	-	10,000.00	-	10,000.00	-	-	0.00%
07-201-55-530-000	Sewer Operating - Debt Service	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
07-201-55-530-001	Sewer Operating - Note Principal	-	-	-	-	-	-	-	-		
07-201-55-530-002	Sewer Operating - Interest on Notes	-	-	-	-	-	-	-	-		
07-201-55-530-000	Sewer Operating - Debt Service	-	-	-	-	-	-	-	-		
07-201-55-531-000	Sewer Operating - Social Security	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
07-201-55-531-000	Sewer Operating - Social Security	18,926.00	18,181.00	18,361.00	18,281.00	18,670.78	17,352.46	19,343.20	-	672.42	3.60%
07-201-55-532-000	Sewer Operating - P.E.R.S.	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
07-201-55-532-000	Sewer Operating - P.E.R.S.	15,071.00	12,328.00	14,038.00	13,782.16	13,531.00	13,266.00	13,538.00	-	7.00	0.05%
07-201-55-533-001	Sewer Operating - Deferred Charges	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
07-201-55-533-001	Sewer Operating - Deferred Charges	-	-	-	-	-	-	-	-		
07-201-55-534-000	Budget Overexpenditures	2019 FINAL BUDGET	2020 FINAL BUDGET	2021 FINAL BUDGET	2021 CHARGED	2022 BUDGET	2022 CHARGED	2023 Requested	2023 Approved		
07-201-55-534-000	Budget Overexpenditures	-	-	-	-	-	-	-	-		
GRAND TOTAL		900,178.00	898,566.00	897,229.00	828,673.56	1,011,546.62	962,342.01	906,964.95	-	(104,581.67)	-10.34%

RESOLUTION AND ORDINANCE REVIEW FOR THE FEBRUARY 13, 2023 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R79-23, ENTER INTO A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF MADISON AND THE BOROUGH OF MOUNTAIN LAKES - This resolution authorizes the continuation of a shared service agreement with the Borough of Madison for IT services. The financial impact of this contract reflects an increase of 2% over the previous year's agreement. A copy of the contract is attached.

R80-23, AUTHORIZING THE RATIFICATION AND EXECUTION OF A COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND TEAMSTERS LOCAL 125- 2021 TO 2024 – this resolution will authorize the Manager to execute the negotiated contract between the DPW Union and the Borough.

R81-23, AUTHORIZING THE BOROUGH OF MOUNTAIN LAKES TO ENTER INTO THE NEW JERSEY COOPERATIVE PURCHASING ALLIANCE COOPERATIVE PRICING AGREEMENT - this resolution authorizes the Borough to enter into a Cooperative Pricing Agreement with NJ Cooperative Purchasing Alliance. Participation in this cooperative affords the Borough the opportunity to obtain favorably negotiated pricing for contracts that are offered under the cooperative. There is no cost to join the cooperative.

R82-23, AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES - this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$22,909.43 for an overpayment of taxes for Block 100 Lot 43. The homeowner made a duplicate payment.

R83-23, AUTHORIZING A DISCRETIONARY AWARD FOR PURCHASE OF DIESEL FUEL FROM JW PIERSON CO. IN AN AMOUNT THAT MAY EXCEED \$17,500 BUT WILL BE LESS THAN \$44,000 - 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.

R84-23, AUTHORIZING A DISCRETIONARY AWARD OF A CONTRACT TO GARDEN STATE FIREWORKS 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.

R85-23, AUTHORIZING THE RATIFICATION AND EXECUTION OF A COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND MOUNTAIN LAKES POLICEMEN'S BENEVOLENT ASSOCIATION LOCAL 310 – 2023 TO 2026 - this resolution will authorize the Manager to execute the negotiated contract between the PBA and the Borough.

ORDINANCES TO INTRODUCE

2-23, BOND ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE MUNICIPAL TENNIS COURTS IN AND BY THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY, AND APPROPRIATING \$311,000 THEREFOR FROM VARIOUS FUNDS OF THE BOROUGH – this ordinance is a fully funded general capital ordinance, appropriating \$1000 from the capital improvement fund balance and \$310,000 from the Mountain Lakes Board of Education, for capital improvements of the Powerville Road Tennis Courts.

3-23, ORDINANCE AMENDING THE CHAPTER 111 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND AMENDING THE FEES FOR CONSTRUCTION CODE PERMITS, THE FEE FOR A TREE REMOVAL PERMIT AND THE FEE FOR DISHONORED OR RETURNED CHECK- this ordinance authorizes fee adjustments for construction code permits, tree removal permit and dishonored / returned check. The fee adjustments have been recommended by the Borough Construction Official, CFO and Shade Tree Commission.

ORDINANCES TO ADOPT

None.

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

BOROUGH OF MOUNTAIN LAKES

MORRIS COUNTY, NEW JERSEY

ORDINANCE # 2-23

**ORDINANCE PROVIDING FOR THE IMPROVEMENT OF
THE MUNICIPAL TENNIS COURTS IN AND BY THE
BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF
MORRIS, NEW JERSEY, AND APPROPRIATING \$311,000
THEREFOR FROM VARIOUS FUNDS OF THE BOROUGH.**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF
MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY, AS FOLLOWS:**

Section 1. The improvement described in Section 2 of this ordinance is hereby authorized a general improvement to be made or acquired by the Borough of Mountain Lakes, New Jersey. For the said improvement or purpose stated in said Section 2, there is hereby appropriated the sum of \$311,000, to the extent of \$1,000, from moneys available in the Capital Improvement Fund of the Borough, and to the extent of \$310,000, from moneys received or to be received by the Borough from the Board of Education as a contribution-in-aid of said improvement or purpose.

Section 2. The improvement hereby authorized and the purpose for which said appropriation is made is the improvement of the municipal tennis courts in and by the Borough, including by the reconstruction and resurfacing thereof, and the installation of fencing thereat, together with all landscaping, structures, furnishings, equipment, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

Section 4. This ordinance shall take effect after publication after final adoption, as provided by law.

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of the ordinance duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on February 27, 2023.

Introduced: 2/13/23

[illegible]

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

ORDINANCE 3-23

**ORDINANCE AMENDING THE CHAPTER 111 OF THE REVISED
GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES
AND AMENDING THE FEES FOR CONSTRUCTION CODE PERMITS,
THE FEE FOR A TREE REMOVAL PERMIT AND THE FEE FOR
DISHONORED OR RETURNED CHECK**

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

Section 1. Chapter 111, Section 111-3 entitled "Fee Schedule", of the Revised General Ordinance of the Borough of Mountain Lakes, Subsection B "Construction Code" shall be amended to read, in its entirety, as follows:

B. Construction Code.

(1) Building Subcode	
Minimum fee	\$85.00
New construction, including additions, per cubic foot of volume	\$0.085
Renovations, alterations and repairs	
Up to first \$50,000 in cost, per \$1,000	\$28.00
Additionally, from \$50,001 to and including \$100,000 in cost, per \$1,000	\$24.00
Additionally, over \$100,000 in cost, per \$1,000	\$20.00
For the purpose of determining estimated cost, the applicant shall submit such cost data as may be available produced by the architect or engineer of record, or by a recognized estimating firm, or by the contractor. A bona fide contractor's bid, if available, shall be submitted. The Construction Official shall make the final decision regarding estimated cost.	
Fees for combination renovations and additions shall be computed as the sum of the fees computed separately.	
Building or structural demolition	
R5 Use Group, complete	\$500.00
All other use groups, complete	\$1,000.00
R5 Use Group, interior nonstructural	\$85.00
All other use groups, nonstructural	\$150.00

Garage or accessory building demolition	
R5 Use Group	\$80.00
All other use groups	\$150.00
Moving a building, per \$1,000 of estimated cost of work	\$28.00
Asbestos abatement	\$100.00
Administrative certificate of occupancy	\$25.00
Lead hazard abatement	\$150.00
Administrative certificate of clearance	\$50.00
Flat fees for the following (not subject to minimum fee):	
Swimming pools	\$150.00
Temporary structures	
Sheds, each	\$25.00
House and construction trailers, each	\$250.00
Tents, each	\$120.00
Retaining wall with a surface area of 550 square feet or more that is associated with a Class 3 residential structure.	\$250.00
Retaining wall with a surface area of 550 square feet or less that is associated with a Class 3 residential structure	\$150.00
Retaining wall, newly constructed, at other than a Class 3 residential structure shall be based on the cost of construction.	
Signs, per square foot	\$4.00
Double faced signs shall be based on the area of one face of the sign	
Certificate of occupancy	
New construction, R5 Use Group	\$250.00
All other Use Groups	\$300.00
Additions, R5 Use Group	\$100.00
All other Use Groups	\$200.00
Change of use group	\$160.00
Certificate of continued occupancy	Minimum of all subcode fees plus Certificate of Occupancy fee
Temporary certificate of occupancy	
Initial issuance	No fee
Subsequent renewals, each	\$100.00
Certificate of approval	No fee
Plan review, nonrefundable	20% of construction permit fee

Permit surcharge fees		
Permit surcharge [state-mandated, N.J.A.C. 5:23-4.19(b)], per cubic foot of volume (new work and additions only)		\$0.00371
Alterations, per \$1 of cost		\$0.0019
Variation application as per N.J.A.C. 5:23-2.10		
Class I structure		\$700.00
Class I structure, resubmission		\$250.00
Class II and III structures		\$150.00
Class II and III structures, resubmission		\$75.00
Reinstatement of lapsed permit for continuation of work		Minimum of each subcode section not completed.
Withdrawn permit administration fee payable once application has been released for permit		20% of construction permit fee
Change of agent or contractor, each		\$25.00
Closure of outstanding open permit, each		\$85.00
(2) Electrical Subcode		
Minimum fee		\$85.00
Electrical devices (i.e., lighting outlets, convenience receptacles, wall switches, smoke and heat detectors, fluorescent fixtures, fractional horsepower motors, emergency lights, exit lights, communication points, fire alarm devices, fire alarm control panel)		
1 to 20 devices		\$80.00
Each additional 20 devices		\$25.00
Motors (all except those in plug-in appliances)		
1 to 10 horsepower		\$20.00
11 to 50 horsepower		\$75.00
51 to 100 horsepower		\$100.00
Over 100 horsepower		\$450.00
Appliance equipment		
1 to 10 kilowatts		\$20.00
11 to 45 kilowatts		\$75.00
46 to 112.5 kilowatts		\$100.00
Over 112.5 kilowatts		\$450.00
Transformers, generators		
1 to 10 kilowatts		\$50.00
11 to 45 kilowatts		\$100.00
46 to 112.5 kilowatts		\$200.00

	Over 112.5 kilowatts	\$450.00
	Service entrance, panel, subpanel or disconnect	
	Up to 100 amperes	\$75.00
	101 to 200 amperes	\$150.00
	201 to 1,000 amperes	\$250.00
	Over 1,000 amperes	\$450.00
	Air-conditioning units (includes disconnect, compressor/condenser, air handler), each	\$80.00
	Replacement of any system part	\$40.00
	Burglar alarm system	\$50.00
	Replacement of any system part	\$25.00
	Swimming pools (includes receptacle, switch, trench, bonding)	\$200.00
	Equipotential bonding grid	\$50.00
	Hydromassage tub	\$50.00
	Hot tub, spa	\$80.00
	Certificate of compliance, annual inspection for public swimming pools, spas, hot tubs	\$200.00
	Photovoltaic systems	
	1 to 50 kilowatts	\$125.00
	51 to 100 kilowatts	\$250.00
	Greater than 100 kilowatts	\$500.00
(3)	Fire Subcode fees	
	Minimum fee	\$85.00
	Sprinkler systems, each	
	Pipe schedule	\$100.00
	Hydraulically calculated	\$100.00
	R5 Use Group, 20 or fewer heads	\$75.00
	Sprinkler system heads, all use groups	
	1 to 20 heads	\$100.00
	21 to 100 heads	\$200.00
	101 to 200 heads	\$400.00
	201 to 400 heads	\$750.00
	401 to 1,000 heads	\$1,150.00
	Over 1,000 heads	\$1,450.00
	Sprinkler system supervisory devices (i.e., tamper switches low/high air), each	\$20.00
	Standpipes, each	\$300.00
	Fire alarm systems	

	Control panel, R5 Use Group, each	\$50.00
	Control panel, non-R5 Use Group, each	\$100.00
	Fire alarm systems alarm devices (i.e., smoke detector heads, heat detector heads, pull stations, waterflow alarms)	
	1 to 20 devices	\$100.00
	21 to 100 devices	\$200.00
	101 to 200 devices	\$400.00
	201 to 400 devices	\$750.00
	401 to 1,000 devices	\$1,150.00
	Over 1,000 devices	\$1,450.00
	Fire alarm system security devices (i.e., door locks, electromagnetic releases), each	\$20.00
	Fire alarm system signaling devices (i.e., horns, strobes, bells), each	\$10.00
	Independent pre-engineered system, each	
	Wet chemical system	\$100.00
	All other systems	\$200.00
	Gas- or oil-fired appliances, each	
	R5 Use Group	\$50.00
	All other use groups	\$75.00
	Metal chimney liner installation, each	\$75.00
	Exhaust systems, each	
	Commercial kitchen	\$100.00
	Smoke control system	\$200.00
	Incinerators, each	\$460.00
	Crematorium, each	\$460.00
	Fuel storage tanks	
	R5 Use Group, install, remove or abandon, each	\$80.00
	All other use groups, install remove or abandon, each	
	Up to 275 gallons	\$100.00
	276 gallons to 1,000 gallons	\$200.00
	Each additional 500 gallons	\$50.00
	Fire pump, each	\$100.00
(4)	Plumbing Subcode	
	Minimum fee	\$85.00
	Fixtures (i.e., lavatories, kitchen sinks, basins, urinals, water closets, bathtubs, shower stalls, sill cocks, laundry tubs, floor drains, drinking fountains, dishwashers, garbage disposals, clothes washers and similar devices), each	\$25.00

	Stacks, each	\$65.00
	Special devices (i.e., grease traps, oil separators, refrigeration units, utility service connections, backflow preventers, gas service interceptors and fuel oil piping), each	
	R5 Use Group	\$60.00
	All other use groups	\$80.00
	Utilization equipment (i.e., steam boilers, hot-water boilers, warm-air furnaces), all use groups other than R5	\$150.00
	Extension of existing heating systems	\$75.00
	Air-conditioning units each, all use groups other than R5	\$100.00
	Water heaters each, all use groups other than R5	\$100.00
	Gas piping each, all use groups other than R5	\$100.00
	Vapor recovery systems, each	\$100.00
	Required annual reinspection (i.e., cross-connections, backflow preventers)	\$100.00
	Medical gas piping, per outlet	\$25.00
	VAV boxes	\$25.00
	Humidifiers	\$25.00
	Premanufactured homes, plan review, and connection inspections	\$250.00
	Swimming pools	\$100.00
(5)	Mechanical Subcode	
	Minimum fee, initial device installed for an R3 or R5 Use Group residential structure	\$85.00
	Each additional device after the first, for an inspection by a mechanical inspector for an R5 or R3 Use Group residential structure	\$60.00
(6)	Engineering	
	Engineering review fee	\$300.00
	Review of applications for construction permits which involve new construction, additions, modification of improved lot coverage or other work requiring review as determined by the municipal engineer.	

Section 2. Chapter 111, Section 111-3 entitled "Fee Schedule", of the Revised General Ordinance of the Borough of Mountain Lakes shall be amended to include new subsection P which shall read, in its entirety, as follows:

P. Fee for Tree Removal Permit. An applicant for a tree removal permit under § 102-36 shall pay a fee of \$425 per tree removed. Fees received shall be deposited in the

[illegible]

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

RESOLUTION 78-23

“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 **February 13, 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 February 13, 2023.

Cara Fox, Borough Clerk

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

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 02/13/2023 For bills from 01/20/2023 to 02/09/2023

Check#	Vendor	Description	Payment	Check Total
21602	219 - ACCESS	PO 26521 ADMIN: CUST# 156NFY04790 - FEB 2023	72.07	72.07
21603	196 - ALLIED OIL	PO 26448 DPW - UNLEADED FUEL - BLANKET	4,335.07	4,335.07
21604	4422 - AMANDA SHERMAN	PO 26479 GARBAGE BAG REIMBURSEMENT	25.00	25.00
21605	3861 - AMAZON CAPITAL SERVICES	PO 26353 ADMIN: ORDER # 112-1725939-1989850	29.42	
		PO 26378 BH: RENOVATIONS ORDER# 112-3191416-89682	633.53	
		PO 26421 BH: ORDER# 112-5731094-0995453	299.71	
		PO 26463 DPW: ORDER# 112-5825377-9485869 - 112	73.33	
		PO 26463 DPW: ORDER# 112-5825377-9485869 - 112	48.99	
		PO 26463 DPW: ORDER# 112-5825377-9485869 - 112	178.96	1,263.94
21606	241 - AMERICAN WATER WORKS ASSOC	PO 26464 WATER DEPARTMENT - MEMBERSHIP RENEWAL 2/	266.00	266.00
21607	239 - AMERICAN WEAR, INC.	PO 25979 DPW - UNIFORMS	75.00	75.00
21608	189 - ANCHOR ACE HARDWARE	PO 25412 BH: RENOVATIONS S - SUPPLIES BLANKET	202.93	
		PO 25568 WATER DEPARTMENT - REPAIRS & MAINTENANCE	36.36	239.29
21609	102 - ANDERSON & DENZLER ASSOC., INC	PO 26483 DECEMBER 2022 PROFESSIONAL SERVICES - PB	779.40	
		PO 26506 DECEMBER 2022 PROFESSIONAL SERVICES	2,590.80	
		PO 26506 DECEMBER 2022 PROFESSIONAL SERVICES	806.30	
		PO 26506 DECEMBER 2022 PROFESSIONAL SERVICES	259.80	
		PO 26506 DECEMBER 2022 PROFESSIONAL SERVICES	1,125.80	5,562.10
21610	4423 - ANIL HINGORANI	PO 26480 GARBAGE BAG REIMBURSEMENT	25.00	25.00
21611	4426 - AQUINO ALMEIDA	PO 26508 GARBAGE BAG REIMBURSEMENT	25.00	25.00
21612	191 - ASSOC OF NJ ENVIRONMENTAL COMM	PO 26434 2023 MEMBERSHIP DUES	400.00	400.00
21613	4211 - ATD HIGHWAY PRODUCTS, LLC	PO 26235 DPW - TRAFFIC SAFETY EQUIPMENT	1,347.50	1,347.50
21614	3673 - BEVACQUA'S AUTOMOTIVE INC.	PO 26429 POLICE: CHIEF TRUCK	337.01	337.01
21615	4135 - CGP&H, LLC	PO 26422 PROFESSIONAL SERVICES FOR DEC 2022	602.00	602.00
21616	456 - CHADLER SOLUTIONS, LLC	PO 26520 2023 VOL FIREARMS INS. ACCIDENT & SICKNE	2,207.00	2,207.00
21617	4420 - CHRIS ROZANITIS	PO 26477 GARBAGE BAG REIMBURSEMENT	12.50	12.50
21618	4090 - CLEAN MAT SERVICES, LLC	PO 26294 FLOOR MATS / DPW - JAN -JUNE 2023 BLANKE	93.17	93.17
21619	4150 - CLEARY GIACOBBE ALFIERIE JACOBS,	PO 26431 DECEMBER 2022 LEGAL ATTORNEY SERVICES	2,251.89	2,251.89
21620	4312 - CONNOLLY & HICKEY HISTORICAL ARCHIT	PO 26534 MOUNTAIN LAKES TRAIN STATION ARCHITECT P	24,750.00	24,750.00
21621	1481 - CORE & MAIN, LP	PO 24354 FURNISH & INSTALL WATER METERS - RESO# 1	58,900.00	58,900.00
21622	3190 - COUNTY OF MORRIS	PO 26530 2022 ADDED & OMITTED TAX ASSESSMENT	32,067.12	32,067.12
21623	3190 - COUNTY OF MORRIS	PO 26531 2022 ADDED & OMITTED TAX ASSESSMENT	861.84	861.84
21624	2396 - COUNTY WELDING SUPPLY CO.	PO 25360 DPW - DEPARTMENT SUPPLIES - BLANKET	68.00	68.00
21625	506 - DAN COMO & SONS, INC	PO 25847 SOLID WASTE - LEAF & BRUSH REMOVAL - BLA	1,540.00	1,540.00
21626	4425 - ELIZABETH MILLS	PO 26481 GARBAGE BAG REIMBURSEMENT	50.00	50.00
21627	4125 - FELDMAN BROTHERS ELECTRICAL SUPPLY CO.,	PO 26349 BH: RENOVATIONS - ELECTRICAL SUPPLIES BL	1,080.44	1,080.44
21628	4262 - FELDMAN LUMBER - US LBM, LLC	PO 26347 BH: RENOVATIONS - INSULATION	5,824.09	5,824.09
21629	1170 - FERGUSON ENTERPRISES #501	PO 25984 BH: RENOVATIONS - PLUMBING SUPPLIES BLAN	385.89	385.89
21630	2517 - FF1 FIREFIGHTER ONE, LLC	PO 26056 FIRE DEPT: EQUIPMENT	966.81	
		PO 26507 FIRE DEPT: ANNUAL FLOW TESTS	765.00	1,731.81
21631	653 - GANNET NEW JERSEY NEWSPAPERS	PO 26526 CLERK - 2023 ADVERTISING - BLANKET	130.06	
		PO 26527 PLANNING/ZONING - 2023 ADVERTISING - BLA	170.82	300.88
21632	876 - GARDEN STATE LABORATORIES, INC	PO 25112 WATER DEPARTMENT - WATER TESTING - BLANK	144.00	144.00
21633	2356 - GEAR WASH	PO 26419 FIRE DEPT: GEAR CLEANING	239.00	239.00
21634	826 - GENERAL PLUMBING SUPPLY, INC	PO 26197 BH: RENOVATIONS - POLICE BLDG	242.86	
		PO 26237 BH: RENOVATIONS - EYE WASH STATION	3,578.83	
		PO 26379 BH: RENOVATIONS - FIBERGLASS	2,324.96	
		PO 26428 BH: RENOVATIONS - COPPER FITTINGS	2,394.59	8,541.24
21635	4412 - GORDON EDWARDS	PO 26437 GARBAGE BAG REIMBURSEMENT	12.50	12.50
21636	874 - GRAY SUPPLY CORP.	PO 25011 DPW - EQUIPMENT REPAIR	421.21	421.21
21637	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 26510 2023 ARCHIVE STORAGE - BLANKET- 1st QTR	87.50	87.50
21638	152 - HD SUPPLY CONST & INDUST- WHITECAP	PO 24245 BH RENO: SUPPLIES - BLANKET	1,217.28	
		PO 26118 BH RENO: CONSTRUCTION SUPPLIES	1,946.00	3,163.28
21639	4188 - HERC RENTALS, INC.	PO 26218 BH: RENOVATIONS - RENTALS - BLANKET	3,230.00	3,230.00
21640	4417 - HOLLIN PASSARELLA	PO 26474 GARBAGE BAG REIMBURSEMENT	25.00	25.00
21641	911 - HOME DEPOT CREDIT SERVICES	PO 26223 WATER DEPARTMENT - UNIFORMS	678.00	
		PO 26350 BH: RENOVATIONS - MISC.SUPPLIES - BLANKE	411.60	1,089.60
21642	1001 - INSTANT PRINTING, INC.	PO 26415 FIRE SAFETY: 2023 INSP. CERTS	60.00	60.00
21643	4336 - INSTANTCARD	PO 25499 POLICE: ID BADGES - BLANKET	305.00	305.00
21644	2547 - INTERNATIONAL CODES COUNCIL INC.	PO 26407 CONSTRUCTION: Digital Codes Premium	1,275.00	1,275.00
21645	4234 - JAG CAR WASH HOLDINGS, LLC	PO 26283 POLICE: 2023 CAR WASHES - BLANKET	335.00	335.00
21646	859 - JCP&L	PO 26490 M/A #200 000 054 011/ BILL DATE: JAN 06,	1,021.79	
		PO 26492 ACCT#100 145 670 533 - / BILL PRD: DEC	20.14	
		PO 26494 ACCT#100 151 758 974 - / BILL PRD: DEC	1,157.95	
		PO 26496 ACCT#100 141 241 693 BILL PRD: 12/21/22	48.15	
		PO 26497 ACCT#100 075 505 725 - BILL PRD: 12/21/2	4.09	2,252.12
21647	859 - JCP&L	PO 26500 MASTER ACCT# 200 000 569 000 - JANUARY 2	3,931.39	
		PO 26501 MAST ACCT#200 000 054 011/ BILL DATE: JA	5.07	
		PO 26509 ACCT#100 050 702 156 - BILL PRD: 12/28/2	9.75	3,946.21

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 02/13/2023 For bills from 01/20/2023 to 02/09/2023

Check#	Vendor	Description	Payment	Check Total
21648	4319 - JMS PRINTING, LLC	PO 26373 WATER METER LETER - PRINTING, FOLDING &	657.00	657.00
21649	4415 - KAREN MAIONE	PO 26433 GARBAGE BAG REIMBURSEMENT	37.50	37.50
21650	4231 - KUIKEN BROTHERS COMPANY	PO 26447 BH: RENOVATIONS - STEEL STUDS	2,047.16	2,047.16
21651	2436 - LAKELAND AUTO PARTS	PO 26409 DPW / WATER DEPARTMENT - VEHICLE REPAIRS	28.46	28.46
21652	2561 - LIFESAVERS, INC.	PO 26081 FIRE DEPT: DEFIB PACKS	309.90	309.90
21653	1441 - MAJOR POLICE SUPPLY	PO 25053 POLICE: VEHICLE REPAIR	592.75	592.75
21654	4418 - MARY JACKS	PO 26475 GARBAGE BAG REIMBURSEMENT	100.00	100.00
21655	4427 - McKIRDY, RISKIN, OLSON & DELLAPELLE, PC	PO 26518 TAX APPEAL 59 BRIARCLIFF ROAD BLOCK 78 L	9,103.70	9,103.70
21656	1338 - MGL PRINTING SOLUTIONS, LLC	PO 26187 PB/ZBOA: MINUTE BOOKS	489.00	489.00
21657	1455 - MICRO SYSTEMS-NJ.COM, L.L.C.	PO 26416 ASSESSOR: 2023 NOTICES	2,868.99	2,868.99
21658	4278 - MOUNTAIN LAKES MOTOR CO., LLC	PO 26470 POLICE: BLACK TAHOE 2011	105.56	105.56
21659	1371 - MTN. LAKES BOARD OF EDUCATION	PO 26512 FEBRUARY 2023 MTN LAKES SCHOOL DISTRICT	2,061,671.00	2,061,671.00
21660	1472 - MURPHY MCKEON P.C.	PO 26420 LEGAL TAX APPEAL SERVICES - DECEMBER 202	555.00	
		PO 26430 JAN 2023 PROFESSIONAL SERVICES - RETAINE	4,166.66	
		PO 26525 FEB 2023 PROFESSIONAL SERVICES - RETAINE	4,166.66	8,888.32
21661	4414 - NICOLE NEY	PO 26432 GARBAGE BAG REIMBURSEMENT	25.00	25.00
21662	1554 - NJ PLANNING OFFICIALS, INC.	PO 26485 2023 ANNUAL DUES	370.00	370.00
21663	1526 - NJAPZA	PO 26484 2023 Annual dues	100.00	100.00
21664	1562 - NJLM	PO 26224 JOB ADVERTISEMENT - LABORER & PUBLIC UTI	320.00	320.00
21665	3844 - NJSLOM	PO 26515 COUNCIL: ORIENTAITON CLASS - CHRIS CANNO	130.00	130.00
21666	4221 - NORTH JERSEY BOBCAT, INC.	PO 26439 DPW - EQUIPMENT REPAIR	113.40	113.40
21667	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 26444 JANUARY 2023 DENTAL PREMIUMS - GROUP 162	2,527.00	2,527.00
21668	1598 - OLD DOMINION BRUSH CO.	PO 26005 CLEAN COMMUNITIES - STREET SWEEPING	1,698.00	1,698.00
21669	2727 - ONE CALL CONCEPTS, INC.	PO 26528 ACCT# 12-BML / 2023 JAN - DEC BLANKET	129.05	129.05
21670	2968 - OPTIMUM	PO 26331 DPW: 2023 INTERNET SERVICES ACCT# 07876-	161.73	161.73
21671	2968 - OPTIMUM	PO 26332 DPW: 2023 CABLE BOXES ACCT# 07876-414565	11.75	11.75
21672	3659 - OPTIMUM	PO 26442 2023 BORO TRAILER INTERNET SERVICES ACCT	161.28	161.28
21673	4320 - OTIS ELEVATOR COMPANY	PO 25284 BH: FURNISHING/INSTALLATION OF HYDRAULIC	10,834.20	10,834.20
21674	3113 - PHILLIPS PREISS GRIGIEL LEHENY HUGH	PO 25624 2022 PROFESSIONAL SERVICE CONTRACT - BLA	5,100.00	
		PO 26482 DECEMBER PROFESSIONAL SERVICES - PB	200.00	5,300.00
21675	4141 - PITNEY BOWES BANK, INC	PO 26401 POSTAGE: WATER MEETING MAILING	912.00	912.00
21676	1741 - PWANJ	PO 26465 DPW - PUBLIC WORKS ASSOCIATION MEMBERSHI	75.00	75.00
21677	1787 - R & J CONTROL, INC.	PO 26411 DPW / WATER TOWER - FACILITIES MAINTENAN	175.00	
		PO 26411 DPW / WATER TOWER - FACILITIES MAINTENAN	525.00	700.00
21678	1734 - READYREFRESH BY NESTLE	PO 26443 2023 BLANKET-3 MONTHS - ACCT# 0016496903	195.16	195.16
21679	3990 - RICH TREE SERVICE, INC.	PO 26123 TREE REMOVAL / PRUNING - 400 BOULEVARD	2,825.00	2,825.00
21680	4413 - SAM LIANGE	PO 26438 GARBAGE BAG REIMBURSEMENT	12.50	12.50
21681	4416 - SAMARA BURNES	PO 26435 GARBAGE BAG REIMBURSEMENT	50.00	50.00
21682	4368 - SAMUELS, INC.	PO 26317 POLICE: VEHICLE REPAIR	132.07	
		PO 26410 DPW / WATER DEPARTMENT - VEHICLE REPAIRS	16.89	
		PO 26450 POLICE: VEHICLE REPAIRS - BLANKET	325.43	474.39
21683	4419 - SHANGSI QIAN	PO 26476 GARBAGE BAG REIMBURSEMENT	25.00	25.00
21684	1948 - SHEAFFER SUPPLY, INC.	PO 25982 BH: RENOVATIONS - MISC. SUPPLIES BLANKET	290.06	
		PO 26427 BH: MISC. SUPPLIES - BLANKET	2,488.27	2,778.33
21685	4287 - SMART STITCH, LLC	PO 25899 DPW - UNIFORMS - MORRIS COUNTY CO-OP #	195.00	195.00
21686	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 26246 POLICE: ORDER# 7603702649-000-001	12.99	
		PO 26295 ADMIN: ORDER# 7604620951	306.00	318.99
21687	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 26352 DPW: ORDER# 7371689434	223.31	223.31
21688	1916 - STICKEL, KOENIG, SULLIVAN & DRILL,	PO 25156 2022 PROFESSIONAL SERVICES - RETAINER -	3,500.00	3,500.00
21689	4108 - STO OF NJ, INC	PO 25446 BH RENO: BLANKET	1,184.88	
		PO 25987 BH: RENOVATIONS/STUCCO - BLANKET	785.78	1,970.66
21690	4342 - SUBURBAN CONSULTING ENGINEERS, INC	PO 25715 PROFESSIONAL SERVICES FOR ENGINEERING CO	1,331.25	1,331.25
21691	1981 - SUBURBAN DISPOSAL, INC	PO 26399 SOLID WASTE / RECYCLING COLLECTION 202	36,939.99	36,939.99
21692	2961 - SYN-TECH SYSTEMS, INC	PO 26400 DPW - TRAINING/ DEVELOPMENT - BLANKET	42.00	42.00
21693	3157 - TCTA MEMBERSHIP SERVICES	PO 26513 TAX COLLECTOR: 2023 TCTA ANNUAL DUES	100.00	100.00
21694	4411 - THE ADAPTIVE WAY, LLC	PO 26446 POLICE: CLASS - DANIEL CACCIABEVE	394.10	394.10
21695	2037 - TJ'S SPORTWIDE TROPHY & AWARDS, INC	PO 26286 NAMEPLATES FOR MAYOR & CLERK	51.00	51.00
21696	4191 - TRANSUNION RISK & ALTERNATIVE	PO 26281 POLICE: 2023 SUBSCRIPTION ACCT. ID: 3645	75.00	75.00
21697	1536 - TREAS, STATE OF NJ - D.O.H.	PO 26406 DECEMBER 2022 DOG LICENSE FEES	1.20	1.20
21698	4088 - TURN OUT UNIFORMS, INC	PO 25656 POLICE: UNIFORMS - GRADY	121.20	
		PO 25657 POLICE: UNIFORMS - BROWN	121.20	
		PO 25658 POLICE: UNIFORMS - TORRES	31.20	
		PO 25799 POLICE: VEST	1,232.50	
		PO 26172 POLICE: BADGES	497.50	
		PO 26313 POLICE: UNIFORMS	457.92	2,461.52
21699	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 18091 2016 ESTIMATED MONTHLY COSTS	7,285.47	7,285.47
21700	832 - W.W. GRAINGER, INC	PO 26199 WATER DEPARTMENT - PPE	1,464.64	
		PO 26310 DPW / WATER DEPARTMENT - SAFETY EQUIPME	144.71	

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 02/13/2023 For bills from 01/20/2023 to 02/09/2023

Check#	Vendor	Description	Payment	Check Total
		PO 26310 DPW / WATER DEPARTMENT - SAFETY EQUIPME	205.55	
		PO 26412 WATER DEPARTMENT - TREATMENT OF WELS	71.82	
		PO 26441 WATER DEPARTMENT - TREATMENT OF WELLS	50.98	1,937.70
21701	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 26473 BH: RENOVATIONS - ELECTRICAL SUPPLIES BL	106.43	106.43
21702	4031 - WAYNE ELECTRICAL SUPPLY CO.	PO 26156 BH: RENOVATIONS - ELECTRICAL SUPPLIES -	1,030.98	1,030.98
21703	4177 - WEINER LAW GROUP, LLP	PO 26452 NOVEMBER 2022 PROFESSIONAL SERVICES - PB	600.00	
		PO 26460 NOVEMBER 2022 PROFESSIONAL SERVICES - PB	600.00	1,200.00
21704	2161 - WELDON ASPHALT, INC.	PO 26026 STREETS & ROADS - POTHOLE REPAIRS - BLAN	115.23	115.23
21705	2194 - WHIPPANY RIVER WATERSHED	PO 26524 2023 MEMBERSHIP DUES	1,200.00	1,200.00
21706	4421 - WILLIAM LUDLAM	PO 26478 GARBAGE BAG REIMBURSEMENT	150.00	150.00
21707	4225 - WILLIAMS SCOTSMAN, INC	PO 26340 BH: RENOVATIONS - 2023 TRAILER RENTAL -	224.00	224.00
21708	4080 - WORKWELL TECHNOLOGIES	PO 26424 DPW - BUILDING MAINTENANCE- ANNUAL SUBSC	492.00	492.00
TOTAL				2,350,000.23

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	326.84			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	25.50			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	155.56			
01-201-20-130-020	FINANCE - OTHER EXPENSES	204.33			
01-201-20-140-020	COMPUTER SERVICES	3,042.02			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	100.00			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	8,333.32			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	248.26			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	392.56			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	1,275.00			
01-201-23-210-020	INSURANCE - LIABILITY	2,207.00			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	2,527.00			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	1,262.02			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	1,004.00			
01-201-25-266-020	FIRE DEPT - SAFETY - OTHER EXP	60.00			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	1,850.48			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	169.54			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	945.42			
01-201-27-335-020	ENVIRONMENTAL COMM - OTHER EXP	400.00			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	9.75			
01-201-31-447-020	PETROLEUM PRODUCTS	4,335.07			
01-202-55-274-000	RESERVE FOR GARBAGE BAGS			575.00	
01-203-20-100-020	(2022) GENERAL ADMIN - OTHER EXPENSE		922.00		
01-203-20-155-020	(2022) LEGAL SERVICES - OTHER EXPENSE		2,806.89		
01-203-20-165-020	(2022) ENGINEERING SERVICES		806.30		
01-203-21-180-020	(2022) PLANNING BOARD - OTHER EXPENSE		2,439.90		
01-203-21-185-020	(2022) BD OF ADJUST - OTHER EXPENSES		8,828.50		
01-203-25-240-020	(2022) POLICE DEPT - OTHER EXPENSES		1,089.09		
01-203-25-255-020	(2022) FIRE DEPT - OTHER EXPENSES		1,276.71		
01-203-26-290-020	(2022) STREETS & ROADS - OTHER EXP.		2,221.94		
01-203-26-300-020	(2022) SHADE TREE COMMISSION - O/E		2,825.00		
01-203-26-305-020	(2022) SOLID WASTE - OTHER EXPENSES		38,479.99		
01-203-26-310-020	(2022) BLDG & GROUNDS - MUNIC BLDG		183.19		
01-203-26-315-020	(2022) VEHICLE REPAIRS & MAINTENANCE		592.75		
01-203-31-435-020	(2022) ELECTRICITY - ALL DEPARTMENTS		2,257.19		
01-203-31-436-020	(2022) ELECTRICITY - STREET LIGHTING		3,931.39		
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			2,061,671.00	
01-209-55-000-000	COUNTY ADDED/OMITTED PAYABLE			32,067.12	
01-211-55-100-000	COUNTY OPEN SPACE ADDED/OMITTED			861.84	
01-260-05-100	DUE TO CLEARING			0.00	2,201,813.17
01-275-55-000-000	RESERVE FOR TAX APPEALS			9,103.70	
TOTALS FOR	Current Fund	28,873.67	68,660.84	2,104,278.66	2,201,813.17

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
02-200-40-700-330	Bullet Proof Vests			1,232.50	
02-200-40-700-340	Clean Communities Grant			2,898.00	
02-200-40-700-380	Historic Preservation Grant			24,750.00	
02-200-40-700-400	Recycling Tonnage Grant			178.96	
02-200-40-700-490	AMERICAN RESCUE PLAN			1,331.25	
02-260-05-100	DUE TO CLEARING			0.00	30,390.71
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	30,390.71	30,390.71
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			42,764.47	
04-215-55-991-000	2021 CAPITAL ORDINANCE 10-21			60,498.42	
04-215-55-992-000	2022 CAPITAL ORDINANCE 2-22			2,590.80	
04-260-05-100	DUE TO CLEARING			0.00	105,853.69
TOTALS FOR	General Capital	0.00	0.00	105,853.69	105,853.69
05-201-55-520-520	Water Operating - Other Expenses	896.41			
05-203-55-520-520	(2022) Water Operating - Other Expenses		3,499.78		
05-260-05-100	DUE TO CLEARING			0.00	4,396.19
TOTALS FOR	Water Operating	896.41	3,499.78	0.00	4,396.19
07-203-55-520-520	(2022) Sewer Operating - Other Expenses		259.80		
07-204-55-000	Accounts Payable			7,285.47	
07-260-05-100	DUE TO CLEARING			0.00	7,545.27
TOTALS FOR	Sewer Operating	0.00	259.80	7,285.47	7,545.27
13-260-05-100	DUE TO CLEARING			0.00	1.20
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			1.20	
TOTALS FOR	Animal Trust	0.00	0.00	1.20	1.20

Total to be paid from Fund 01 Current Fund 2,201,813.17
 Total to be paid from Fund 02 FEDERAL AND STATE GRANTS 30,390.71
 Total to be paid from Fund 04 General Capital 105,853.69
 Total to be paid from Fund 05 Water Operating 4,396.19
 Total to be paid from Fund 07 Sewer Operating 7,545.27
 Total to be paid from Fund 13 Animal Trust 1.20
 2,350,000.23

Checks Previously Disbursed

21601 SMARTSAFETY SOFTWARE, INC PO# 25798 POLICE: ESD Workstation Licenses 2,093.00 1/26/2023
 2,093.00

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund		2,201,813.17	2,201,813.17
Fund 02 FEDERAL AND STATE GRANTS	2,093.00	30,390.71	32,483.71
Fund 04 General Capital		105,853.69	105,853.69
Fund 05 Water Operating		4,396.19	4,396.19
Fund 07 Sewer Operating		7,545.27	7,545.27
Fund 13 Animal Trust		1.20	1.20

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
	BILLS LIST TOTALS	2,093.00	2,350,000.23	2,352,093.23	

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

Meeting Date: 02/13/2023 For bills from 01/20/2023 to 02/09/2023

Check#	Vendor	Description	Payment	Check Total
5511	3619 - CAMELBACK MOUNTAIN RESORT	PO 26405 2023 SKI CAMP	30,782.00	30,782.00
5512	4290 - DeCAMP BUS LINES	PO 26138 BLANKET - 2023 SKI CLUB	6,800.00	6,800.00
5513	4410 - LAKE NJ WOODS AND LAKES RUN	PO 26413 TO RELEASE TRUST FUND ACCOUNT	4,915.37	4,915.37
5514	3878 - PAUL ZIMMERMAN FOUNDRIES	PO 26414 HPC: HOUSE PLAQUE - 15 HOWELL RD	255.50	255.50
TOTAL				42,752.87

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	42,752.87
33-600-00-090-000	Recreation Trust Reserves			42,752.87	
TOTALS FOR	Recreation Trust	0.00	0.00	42,752.87	42,752.87

Total to be paid from Fund 33 Recreation Trust

42,752.87

42,752.87

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

Meeting Date: 02/13/2023 For bills from 01/20/2023 to 02/09/2023

Check#	Vendor	Description	Payment	Check Total
5336	102 - ANDERSON & DENZLER ASSOC., INC	PO 26453 NOVEMBER 2022 PROFESSIONAL SERVICES - ES	2,757.00	
		PO 26493 DEC 2022 PROFESSIONAL SERVICES - ESCROW	7,165.20	9,922.20
5337	4157 - BRIGHT VIEW ENGINEERING	PO 26487 DECEMBER 2022 PROFESSIONAL SERVICES - ZB	975.00	975.00
5338	4169 - BURGIS ASSOCIATES, INC.	PO 26458 OCTOBER 2022 PROFESSIONAL SERVICES - ESC	1,365.00	
		PO 26491 NOVEMBER 2022 PROFESSIONAL SERVICES - Z	2,212.50	3,577.50
5339	4170 - DEWBERRY ENGINEERS, INC	PO 26456 November 2022 PROFESSIONAL SERVICES - ES	1,168.00	
		PO 26488 DECEMBER 2022 PROFESSIONAL SERVICES - ZB	2,136.00	3,304.00
5340	3515 - DOLAN & DEAN CONSULTING ENGINEERS	PO 26459 NOVEMBER 2022 PROFESSIONAL SERVICES - ES	2,317.38	2,317.38
5341	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 26455 NOVEMBER PROFESSIONAL SERVICES - ESCROW	1,000.00	
		PO 26489 DECEMBER 2022 PROFESSIONAL SERVICES - ZB	840.00	1,840.00
5342	3759 - PRINCETON HYDRO, LLC	PO 26457 NOVEMBER 2022 PROFESSIONAL SERVICES - ES	3,204.50	3,204.50
5343	1916 - STICKEL, KOENIG, SULLIVAN & DRILL,	PO 26495 DEC 2022 / JAN 2023 PROFESSIONAL SERVICE	1,636.50	1,636.50
5344	4177 - WEINER LAW GROUP, LLP	PO 26454 NOVEMBER 2022 PROFESSIONAL SERVICES - ES	372.50	
		PO 26486 DECEMBER 2022 PROFESSIONAL SERVICES - P	350.00	722.50
TOTAL				27,499.58

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	27,499.58
17-500-00-091-319	HIGHVIEW HOMES LLC			5,698.10	
17-500-00-091-322	BLUE 701, LLC			8,124.18	
17-500-00-091-323	Nouvelle, LLC (GFM Properties)			1,818.60	
17-500-00-091-402	THE CRAIG SCHOOL			6,273.70	
17-500-00-091-404	HIGHVIEW HOMES LLC INSPECTION FEE ESCROW			302.40	
17-500-00-091-409	EUROIMMUN US INC.			779.40	
17-500-00-091-411	JAMES RODGERS			952.60	
17-500-00-091-412	TFJ MOUNTAIN LAKES, LLC			3,550.60	
TOTALS FOR	Developer's Escrow	0.00	0.00	27,499.58	27,499.58

Total to be paid from Fund 17 Developer's Escrow

27,499.58

27,499.58

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

RESOLUTION 79-23

**“RESOLUTION TO ENTER INTO A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
MADISON AND THE BOROUGH OF MOUNTAIN LAKES”**

WHEREAS, the Borough of Mountain Lakes and the Borough of Madison determined it to be in their mutual best interests to provide for the sharing of personnel and resources by their respective Municipalities as authorized by N.J.S.A. 40A:65.1, *et seq.* and wish to enter into an Shared Services Agreement (hereinafter “the Agreement”) for Shared Information Technology Services;

NOW, THEREFORE BE IT RESOLVED the by the Borough Council of the Borough of Mountain Lakes, in the County of Morris, and State of New Jersey, that the appropriate municipal officials are hereby authorized to enter into an agreement between the Borough of Mountain Lakes and the Borough of Madison for Information Technology Services as set forth in the agreement.

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 February 13, 2023.

Cara Fox, Borough Clerk

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

**SHARED SERVICES AGREEMENT
WITH THE Borough of Mountain Lakes**

SHARED INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is made this ____ day of _____ 2023, by and between the **BOROUGH OF MADISON**, a Municipal Corporation of the State of New Jersey (“Madison”), having an office at 50 Kings Road, Madison, New Jersey and the **Borough of Mountain Lakes**, a Municipal Corporation of the State of New Jersey (“Mountain Lakes”), having an office at 400 Boulevard, Mountain Lakes, New Jersey 07046.

WITNESSETH

WHEREAS, Madison and Mountain Lakes (collectively referred to as the “Parties”) seek to enter into a Shared Services Agreement (“Agreement”) pursuant to the provisions of the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*); and

WHEREAS, the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*) authorizes and empowers the Parties to enter into this Agreement; and

WHEREAS, the Parties have adopted Resolutions and/or Ordinances to authorize this Agreement; and

WHEREAS, this Agreement provides for certain Information Technology Support Services (“IT Support”) to be provided by Madison to Mountain Lakes in accordance with the terms and conditions set forth herein; and

WHEREAS, this Shared Services Agreement is subject to resolutions of the Governing Bodies of Madison and Mountain Lakes approving same; and

WHEREAS, the Parties have filed a copy of this Agreement with the Division of Local Government Services in the Department of Community Affairs pursuant to (C:40A:65-4);

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Madison shall provide Mountain Lakes with up to six (6) hours of IT Support per day, subject to existing work load obligations.

2. The IT Support would be delivered either on site or remotely, depending upon the nature and immediacy of the problem.

3. Mountain Lakes will be billed on a monthly basis for the IT Support as follows:

- \$585.16 base charge monthly
- \$88.32 an hour for remote access sessions or phone support in excess of 15 minutes taking place during "normal business hours," defined as between 8:30 AM and 5:00 PM, Monday through Friday.
- \$116.52 an hour with a 1 hour minimum for remote access sessions or phone support taking place outside of normal business hours, or on Holidays or weekends.
- \$88.32 an hour with a one hour minimum for on-site sessions taking place during normal business hours.
- \$116.52 an hour with a two hour minimum for on-site sessions taking place outside of normal business hours, or on Holidays or weekends.

Madison shall provide Mountain Lakes with monthly documentation of the IT Support services rendered.

4. The IT Support provided by Madison to Mountain Lakes, consistent with the terms herein shall be as follows:

- a. Responding to workstation and network problems and making necessary repairs;
- b. Providing general desktop support, and facilitating use of vertical applications;
- c. Maintaining anti-virus, spyware and other intruder detection software;
- d. Overseeing nightly back-up systems;
- e. Assisting with the purchase of computer supplies and equipment; and
- f. Prioritizing and scheduling work accordingly, as needed.

5. This Agreement shall commence on or about January 1, 2023 and will end on December 31, 2023.

6. Either party may cancel this Agreement upon thirty (30) days written notice to the other.

7. The Parties can agree to renew this Agreement upon thirty (30) days written

notice prior to the expiration of the Agreement, with the understanding that there will be a 2% increase in all fees and charges to take place on January 1 of each subsequent year.

8. **Insurance.** The Parties shall provide insurance coverage naming each other as additional insured for the use of each other's equipment and facilities. The Parties shall submit proof of and maintain liability insurance in the amount of at least one million (\$1,000,000) dollars upon the execution of the Agreement and the duration of same.

9. **Assignment.** The Parties shall retain the work under their respective control and shall not assign, transfer, or sublet or otherwise dispose of this Agreement or any right to responsibility hereunder, without the previous written consent of the Parties. The Parties shall not assign, in any way, the monies due or to become due under this Agreement. Any assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.

10. **Indemnification.** The Parties shall indemnify and hold each other, all representatives thereof, harmless from and against any and all claims, damages, losses and expenses to the extent caused by the Parties negligent acts, errors, intentional acts or omissions in the performance of their services and responsibilities under this Agreement.

11. **Confidentiality.** The Parties acknowledge that all information, data, strategies, positions and the like, which the IT support personnel may be exposed to or gain knowledge of by virtue of this Agreement is confidential in nature and shall not be disseminated to the other party to this Agreement or any third party, except only as required by law or order of court.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto

shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

14. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement.

15. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto.

16. **Headings.** The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

IN WITNESS HEREOF, the Parties have set their hand and seals and caused this Agreement to be executed on the day and year above written.

ATTEST:

BOROUGH OF MADISON

Elizabeth Osborne, Borough Clerk

By:

Robert H. Conley, Mayor

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Borough Clerk

By:

Mayor

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

RESOLUTION 80-23

**“RESOLUTION AUTHORIZING THE RATIFICATION AND EXECUTION OF A COLLECTIVE NEGOTIATIONS
AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND TEAMSTERS LOCAL 125– 2021 TO 2024”**

WHEREAS, the Borough of Mountain Lakes (“Borough”) and Teamsters Local 125 (“Union”) had engaged in negotiations for terms to a collective negotiations agreement; and

WHEREAS, the Borough and the Union negotiated and agreed upon the terms to a collective negotiations agreement; and

WHEREAS, the Borough and the Union drafted the collective negotiations agreement for the period of January 1, 2021 through December 31, 2024 and is attached hereto as exhibit A; and

WHEREAS, the collective negotiations agreement was ratified and executed by the members of the Union on November 16, 2022; and

WHEREAS, the Borough Council hereby agrees to ratify and execute the collective negotiations agreement.

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes that the Borough Manager and Clerk hereby ratify the terms of the collective negotiations agreement and that the appropriate Borough Officials be and are hereby authorized to execute the collective negotiations agreement that is hereto attached as exhibit A for the period of January 1, 2021 through December 31, 2024 between the Borough of Mountain Lakes and Teamsters Local 125.

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 February 13, 2023.

Cara Fox, Borough Clerk

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

AGREEMENT

BETWEEN

THE BOROUGH OF MOUNTAIN LAKES

AND

TEAMSTERS LOCAL 125

JANUARY 1, 2021 THROUGH DECEMBER 31, 2024

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AGREEMENT

THIS AGREEMENT, made this _____ day of November 2022 by and between the Borough of Mountain Lakes, in the County of Morris, New Jersey, hereinafter called the "Borough" or "Mountain Lakes" and the International Brotherhood of Teamsters Local 125, a representative of certain employees of the Borough, hereinafter called the "Union" represents the complete and final understanding on all bargainable issues between the Borough and the Union.

ARTICLE I **RECOGNITION AND CHECK OFF**

Section A.

The Borough hereby recognizes the Union as the sole and exclusive collective bargaining agent for the purpose of collective negotiations for all regularly employed full-time blue-collar public works employees employed by the Borough of Mountain Lakes. Excluded from representation by the Union and excluded from the bargaining unit are Managerial executives, confidential employees and supervisors within the meaning of the Act; craft employees, professional employees, police, causal employees; white collar employees, non-public works blue-collar employees, seasonal employees, part-time employees; and all other employees of the Borough of Mountain Lakes.

Section B.

Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Borough agrees to deduct membership dues in such amounts as shall be fixed pursuant to the by-laws and Constitution of the union during the full term of this Agreement and any extension or renewal thereof. The Borough shall promptly remit monthly all amounts so deducted with a list of such deductions to the Secretary Treasurer of the Union.

Section C.

If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Borough written notice thirty (30) days prior to the effective date of such change.

Section D.

The Union will provide the necessary check off authorization form and deliver the signed forms to the Borough Manager, or his designee. The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Borough in reliance upon the salary deduction authorization cards submitted by the Union to the Borough.

Section E.

The Borough will notify the Secretary-Treasurer of the Union within fifteen (15) days of hire all employees, their address, birth date, classification, rate of pay and social security number; of all removals of employees from the Borough's payroll.

ARTICLE II

TERM

The term of this Agreement shall be for the period of January 1, 2021 to December 31, 2024. If the parties have not executed a successor agreement by December 31, 2024, then this Agreement shall continue in full force and effect until a successor agreement is executed.

ARTICLE III

MANAGEMENT RIGHTS

Section A.

The Borough hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Borough Government and its properties and facilities and the activities of its employees;
2. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and

- to promote and transfer employees;
3. To suspend, demote, discharge or take other disciplinary action for good cause;
 4. To make rules of procedure and conduct, to introduce new or improved methods and equipment, to determine and/or assign work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required;
 5. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deemed best for the purposes of maintaining order, safety, and/or the effective operation of the Department and to require compliance by the employees is recognized.

Section B.

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Borough, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

Section C.

Nothing contained herein shall be construed to deny or restrict the Borough of its powers, rights, authority, duties and responsibilities under Revised Statutes, Title 11 and revised Statutes Title 40 and 40A or any other national, state, county or local laws or ordinances.

Section D.

The Borough reserves the right with regard to all other conditions of employment not specifically reserved herein to make such changes, as it deems desirable and necessary for the efficient and effective operation of the Borough.

ARTICLE IV **UNION RIGHTS**

Section A.

Accredited representatives of the Union will be permitted to enter Borough facilities or premises at reasonable hours for the purpose of visiting Union stewards and members in order to observe working conditions, promote Union sponsored activities, or assist in the adjudication of grievances. When the Union decides to have its representative enter the Borough facilities or premises, visits will only be made provided there shall be no interference with normal operations of the Borough government or normal duties of employees and the Union shall provide advance notice, when possible, to the Borough Manager and/or designee.

Section B.

The Borough shall supply a bulletin board for the use of the Union, which will be placed in a conspicuous location in the Borough garage for the posting of notices and bulletins pertaining to Union and Union-sponsored matters. All such bulletins must be posted only upon the authority of the officially designated Union representatives.

Section C.

Stewards: The Borough recognizes the right of the Union to designate Stewards and their Alternates for the enforcement of this Agreement. The Union shall furnish the Borough with a written list of Stewards and Alternates and notify the Borough of any changes.

Section D.

The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provision of the Collective Bargaining Unit.
2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its office.

Section E.

Union Stewards shall be granted release time, from employment without loss of pay when joint meetings of representatives of the Borough and the Union are scheduled during working hours for the processing of grievances or collective negotiations. Meetings of the Union Stewards to prepare for negotiations and/or prepare for the presentation of grievances shall be held outside of working hours or shall be without pay if held during working hours.

Section F.

Whenever the Borough hires a new employee covered by this agreement, the Union and the Shop Steward will be notified in writing as soon as practical, not later than ten (10) calendar days after the new employee is hired.

ARTICLE V
SALARY

Each employee of Teamsters Local 125 shall have their annual salary increased each year by the following percentages and on the following dates:

January 1, 2021 - 2%
January 1, 2022 - 2%
January 1, 2023 - 2.5%
January 1, 2024 - 2%

ARTICLE VI
WORK PERIOD AND SCHEDULE

Section A.

The normal working week shall be Monday through Friday, consisting of forty (40) hours per week, eight (8) hours per day, five (5) days per week excluding a half (1/2) hour lunch period. Lunch period shall be determined by the Department Head. The work day shall be 7:00 a.m. to 3:30 p.m. The scheduled hours of work are at the discretion of the Borough Manager. One (1) fifteen (15) minute break may be allowed only when the employee has completed their job and they are not engaged in a project or assignment.

ARTICLE VII
HOLIDAYS

Section A.

Each employee shall be entitled to thirteen (13) holidays.

The Borough of Mountain Lakes agrees to give the employees the following Holidays:

New Year's Day.
Presidents' Day.
Memorial Day.
July 4th.
Labor Day.
Veteran's Day.
Thanksgiving Day.
Day after Thanksgiving.
Christmas Eve.
Christmas.
Three (3) floater days.

When a holiday falls on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday will be observed on the following Monday.

Any employee called into work on a scheduled holiday will receive compensation at time and a half rate of pay.

ARTICLE VIII
SICK LEAVE

Section A.

Sick leave is accumulated for all permanent employees on the following schedule:

- First sixty (60) calendar days of employment - No leave.
- Sixty (60) calendar days to one (1) year of service retroactive to date of employment - One (1) day per month, max of (10) days.
- After one (1) year of service - ten (10) days per year.

*Sick leave shall not accumulate.

** Sick leave shall be prorated during the last year of employment.

Section B. Use of Sick Time.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, personal injury, or exposure to contagious disease.

- Sick leave may be used in cases of the serious illness of an immediate family member living with the employee. If an employee is attending to an immediate family member, a doctor's verification of that individual is required.
- The term "immediate family" as referred to herein shall mean those members in the same household, that is under the same roof. If it shall be demonstrated to the satisfaction of the Department Head and approved by the Borough Manager that an ill member of the immediate family not residing in the same household requires the employee's presence for the care of such person, then the employee may be excused on sick leave for that purpose.

Section C. Reporting of Absence on Sick Leave.

If an employee is absent for reasons that entitles him/her to sick leave, his/her Department Head shall be notified within fifteen (15) minutes after the employee's start time. Failure to so notify his Department Head may be cause of denial for the use of sick leave for that absence and may constitute cause for disciplinary action. Sick time shall not be used to extend time off in conjunction with a vacation day, personal day or holiday.

Section D. Verification of Sick Leave.

- An employee who is absent on sick leave for two (2) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness. After the tenth (10th) day of absence on sick leave in one calendar year, a doctor's verification must be submitted for all sick leave absences, regardless of duration.
- Where the Department Head and/or his/her designee suspects a pattern of abuse, the Borough may require proof of illness of an employee for any sick leave. Abuse of sick leave may be cause for disciplinary actions.
- In the case of leave of absence due to exposure to contagious disease, a certification from the Department of Health shall be required before the employee can return to work.

- The Borough may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined at the expense of the Borough by a physician designated by the Borough. Such examination shall be required by the Borough with sufficient advance notice and that examination shall establish whether the employee is capable of performing his/her normal duties and must certify that his/her return will not jeopardize the health of other employees.

Section E. Patterns of Sick Time Abuse.

A pattern of sick time abuse is grounds for disciplinary action. Pattern abuse: Consistent periods of sick leave usage, for example:

- Before and/or after holidays.
- Before and/or after weekends or regular days off.
- After pay days.
- Absence following overtime worked.
- Half days.
- Continued pattern of maintaining zero or near zero leave balances.
- Excessive absenteeism - use of more sick leave than granted.

ARTICLE IX **VACATION AND ELIGIBILITY SCHEDULE**

Section A. Vacation Schedule

All permanent employees shall be granted vacation days according to the following schedule:

- Less than five (5) years of service - Ten (10) days per year, provided no vacation can be taken until completion of the employee's first ninety (90) days of service. In the first year of employment, vacation days shall be pro-rated from the date of employment until the end of the calendar year.
- Over five (5) years of service but less than ten (10) years of service - Fifteen (15) days per year. The employee shall receive the additional days in January of the anniversary year.
- Over ten (10) years of service - Fifteen (15) days per year plus one (1) additional vacation day per year (over the first

ten years) until a maximum of twenty-five (25) days. The employee shall receive the additional days in January of the anniversary year.

* Vacation leave shall be prorated during the last year of employment (If an employee ceases to be employed by the Borough during the calendar year, the amount of vacation leave due shall be calculated pro-rata from the first of the year until the date employment ends.).

**Only two (2) employees may utilize vacation leave at the same time. Vacation leave is subject to denial if the Borough of Mountain Lakes is prevented from fulfilling its staffing requirements.

*** Vacation leave may be used in half day increments.

In the event the employee has taken vacation time more than his or her allowed accrual at the time of termination, the cost of the excess vacation days taken will be deducted from the employee's final paycheck.

The amount of vacation taken in any one year may not exceed the amount earned over a year period except with the approval of the Department Head and the Borough Manager.

For purpose of computing vacation, length of service shall begin on the date of original employment with the Borough. If an employee shall voluntarily terminate employment for any reason and then be re-employed, his/her length of service shall begin on the date of re-employment.

*Vacation must be taken in the year it is accrued. If the requirements of the Borough preclude accrued vacation leave from being taken in the year earned, an employee may request to carry over the unused portion to the following year, at a maximum of five (5) days provided that this carried over leave must be approved by the Department Head and Borough Manager and must be used within the first six (6) months of the following year. All requests must be made by December 31st of the year that the time was earned. Vacation not used in accordance with these requirements shall be forfeited.

Preference in the selection and assignments of vacation periods will be given to those employees of the same title longest in service of the Borough in order of their lengths of service.

Section B. Holidays Occurring During Authorized Vacation.

If a holiday occurs when an employee is on vacation or sick leave, a charge (for the day) against the vacation or sick leave is not made.

Section C. Scheduling.

Department Heads shall schedule vacation usage in a manner that will not prevent the proper discharge of the Borough's responsibilities. In doing so, the Department Head may require employees to provide vacation schedules in a timely manner so as to ensure that the available vacation time is scheduled in an equitable manner throughout the Department.

ARTICLE X
BEREAVEMENT LEAVE

In the case of death in the immediate family, an employee shall be granted leave from the day of death up to and including the day of the funeral, but in no event more than four (4) days. Additional bereavement leave up to a total of five (5) days may be taken, but the additional leave over four (4) days shall be charged to sick or vacation leave.

Immediate family shall be defined as the employee's husband, wife, child, step-child, mother, father, brother, sister, grandfather and grandmother or spouse's mother, father, brother, or sister, grandmother or grandfather.

Employees shall be allowed one (1) day leave for uncle, aunt, niece, nephew or cousin.

Bereavement leave may be taken for other relatives not listed above and all such bereavement leave shall be charged against the employee's sick or vacation leave.

Reasonable verification of the death may be required by the Department Head.

ARTICLE XI
OVERTIME

Section A. Prior authorization required.

Overtime work shall be kept to a minimum and must be authorized by the department head.

Section B. Overtime compensation.

1. Overtime, when duly authorized, shall be paid at the rate of $1\frac{1}{2}$ times the employee's hourly rate of pay for work in excess of forty (40) hours in a workweek. When the rate of pay is expressed as a yearly amount, overtime shall be computed by dividing the base salary by 2,080 to establish the hourly rate. Previously scheduled vacation time and holiday time are considered time worked for purposes of determining overtime compensation, however, sick time and personal time are not.

a. Employees required to work beyond their normal work hours shall be compensated for their overtime according to the following schedule:

0 - 15 minutes 15 minutes compensation

Over 15 and up to 30 minutes - One Half Hour Compensation

Beyond 30 minutes - One Hour Compensation

Beyond 60 minutes - 15 minutes for every 15 minutes or part there worked over the first 60 minutes.

2. A seniority rotation list will be used for assigning overtime opportunities with an exception that the Borough has the right to assign an individual to an overtime opportunity requiring special skills or in emergency situations.

Section C. Compensatory time in lieu of overtime compensation.

Employees may accumulate a maximum of seventy-five (75) hours of compensatory time, but may not carry more than ten (10) days accumulated compensatory time from one calendar year to the next. If however, due to working conditions, the employee is unable to use his/her compensatory time, the Borough Manager may waive this limitation.

1. The employee must request the excess carry over in writing to his/her Department Head prior to November 30th of the calendar year. The decision as to whether to carry the excess time over will be made by the employee's Department Head prior to December 31.

2. If the Department Head decides that said carry over is warranted then the Borough in its discretion must either pay the employee for the excess time on a straight time basis or carry over the excess time.

Section D. Emergency Snow Removal.

1. Employees performing emergency snow removal for more than four (4) consecutive hours immediately following or previous to their normal work schedule may take a rest period of one (1) hour with pay after the fourth consecutive hour of snow removal. In all other circumstances, after each four (4) hour period of emergency snow removal work, a fifteen (15) minute break may be taken. Snow removal is defined as plowing, sanding, shoveling and related activities. The Borough shall provide each employee performing snow removal with a meal at the end of the four (4) hour break immediately following their normal work schedule. Employees of the Department of Public Works will receive first preference for needed overtime relating to snow plowing. However, this shall not prevent the borough from contracting out snow plowing routes by public advertisement.
2. Employees will be paid half-time in compensatory time when their shift starts for the regular day but they have already been performing emergency snow removal from overnight. Compensatory time shall end when the snow removal duties end as determined by the Department Head.

ARTICLE XII **GRIEVANCE PROCEDURE**

To provide for the expeditious and mutually satisfactory settlement of grievances arising with respect to the complaints occurring under this Agreement, the following procedure shall be used. A grievance may be brought by any employee or group of employees covered by the Agreement.

A "grievance" is a claim by an employee or the Union based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

The procedures for grievances shall be as follows:

1. Step One: In the event an employee covered by this Agreement has a grievance, within five (5) working days of the occurrence of the event being grieved, the employee shall discuss it informally with their Department Head. Failure to act within said five (5) working days shall be deemed to constitute an abandonment of the grievance. The Department Head shall decide the grievance within five (5) working days after the grievance is first presented to him. In the event that the grievance is against the Department Head, this step may be skipped and the employee may proceed directly to Step Two.

2. Step Two: If no satisfactory resolution of the grievance is reached at Step One, then within five (5) working days, the grievance shall be presented in writing to the Borough Manager. The Borough Manager shall render a decision within five (5) working days after the grievance was first presented to him/her and the decision shall be final.

3. Step Three: If the grievant wishes to appeal the decision of the Borough Manager, the grievant may submit the grievance to arbitration by filing with the Public Employment Relations Commission within five (5) working days from the decision of the Borough Manager and the rules of such agency shall apply. The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one-half.

The arbitrator shall limit himself/herself to the issues submitted to him/her and shall not add to or subtract from anything from the Agreement between the parties. The arbitrator's decision shall be final and binding.

ARTICLE XIII **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent

jurisdiction, such provisions shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

Nothing contained in this Agreement shall preclude either of the parties from pursuing any legal remedies which they may have not otherwise provided for herein.

ARTICLE XIV **HEALTH BENEFITS**

Employees and their immediate family members are provided health insurance coverage, dental insurance coverage, prescription drug coverage. The Borough of Mountain Lakes reserves the right to change provider networks. The complete benefit plan is on file with the Benefits Coordinator and a Summary Plan Description will be provided to all employees. Employees are currently afforded health benefits through the New Jersey State Health Benefits Program and the Borough provides Direct 15 medical insurance. Any employee who selects a health insurance plan with a greater premium cost then Direct 15, will be responsible to pay the additional cost of the selected plan. All employees shall contribute towards their health benefits at the Year 4 rates set forth in Chapter 78, P.L. 2011.

Must use the active members rate charts to first determine the full cost premium for the plan and coverage selected. Then, use the chart below to determine the percentage of the full cost for which employee/retiree is responsible for.

Annual Salary Range	Single	Member/Spouse/Partner or Parent/Child	Family
less than \$20,000	4.5%	----- -----	----- -----
Less than \$25,000	----- -----	3.5%	3%
\$20,000-\$24,999.99	5.5%	----- -----	----- -----
\$25,000-\$29,999.99	7.5%	4.5%	4%
\$30,000 - \$34,999.99	10%	6%	5%
\$35,000-	11%	7%	6%

\$39,999.99			
\$40,000- \$44,999.99	12%	8%	7%
\$45,000- \$49,999.99	14%	10%	9%
\$50,000- \$54,999.99	20%	15%	12%
\$55,000- \$59,999.99	23%	17%	14%
\$60,000- \$64,999.99	27%	21%	17%
\$65,000- \$69,999.99	29%	23%	19%
\$70,000- \$74,999.99	32%	26%	22%
\$75,000- \$79,999.99	33%	27%	23%
\$80,000- \$84,999.99	----- -----	28%	24%
\$80,000- \$94,999.99	34%	----- -----	----- -----
\$85,000- \$89,999.99	----- -----	----- -----	26%
\$85,000- \$99,999.99	----- -----	30%	----- -----
\$90,000- \$94,999.99	----- -----	----- -----	28%
\$95,000 and over	35%	----- -----	----- -----
\$95,000- \$99,999.99	----- -----	----- -----	29%
\$100,000 and over	----- -----	35%	----- -----
\$100,000- \$109,999.99	----- -----	----- -----	32%

\$110,000 and over			35%
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*Member contribution is a minimum of 1.5% of base salary towards health benefits.

Employees who retire with twenty-five (25) years of service to the Borough of Mountain Lakes and twenty-five (25) years of pension service, retired on a disability pension, or retired at age 62 or older with fifteen (15) years or more service with the Borough of Mountain Lakes may continue to receive paid health insurance coverage at a rate of fifty (50%) percent of the Borough's designated health care plan premium. There is no Medicare reimbursement nor premium payment for surviving spouses. Employees receiving retiree health benefits must notify the Benefits Coordinator in writing, with proof of enrollment, when they become eligible for Medicare Parts A and B. Once retirees are eligible for such coverage, they will no longer receive this benefit from the Borough of Mountain Lakes.

Dental Coverage:

1. The Borough of Mountain Lakes provides dental insurance coverage for all full-time employees.
2. Employees will be eligible for participation in the dental program following the completion of (3) months continuous service with the Borough of Mountain Lakes.

ARTICLE XV **PROBATIONARY PERIOD**

All employees hired shall serve a probationary period of six (6) months from the time that such employment commences. During this probationary period, the Borough reserves the right to terminate a probationary employee for any reason. Any employee so terminated shall not have recourse through the grievance procedure set forth in this Agreement. Under appropriate circumstances, the probationary period may be extended. Upon completion of the probationary period, the employee's original date of hire shall be used for determining their length of service with the Borough.

ARTICLE XVI **MISCELLANEOUS**

Sick and vacation leave shall be required to be used concurrently

with FMLA.

In the event there is any matter or subject which is not specifically covered in this Agreement, then the Borough's Employee Handbook shall govern these issues.

ARTICLE XVII
SENIORITY/LAYOFFS

A. Seniority is defined as employment based on the length of continuous service with the Borough from the date of hire within the Department of Public Works.

B. A seniority list shall be made available to the Union once a year, on or before February 1st, showing the date of hire or last date of rehire of all employees in the bargaining unit.

C. Seniority shall prevail in all instances.

D. An employee shall, on the day worked immediately following the successful completion of the probationary period, be considered to have seniority as of the date of hiring.

E. Seniority shall prevail for layoff and recall. The person or persons last hired shall be the first to be laid off. Employees who are laid off will be eligible for recall up to a maximum of one (1) year from date of layoff. Employees shall be recalled in the inverse order of their layoff provided that the employee report for duty within one (1) week of this notice of recall which shall be by regular and certified return receipt mail, addressed to the employee's latest address in the Borough's files, a copy of which shall be mailed to the Union. The employee must be qualified for the position in order to be subject to a recall.

F. For call in, seniority shall be used but it shall be based on a rotating list.

ARTICLE XVIII
RETENTION OF BENEFITS

A. Except as otherwise provided herein, all mandatory negotiable working conditions under which the Employees are presently operating shall be maintained and continued by the Borough during the term of this Agreement. Current conditions shall also be maintained during the period when the agreement has

expired until a new agreement is in effect. The Borough may only change these working conditions after meeting and conferring with the union and negotiating the impact of any proposed change on the members.

B. The provisions of all municipal ordinances and resolutions pertaining to the Employees, except as specifically modified herein, shall remain in full force and effect during the term of this Agreement and shall be incorporated in the Agreement as if set forth herein at length. Should a Borough ordinance or resolution contain a richer benefit than provided for in this agreement the Employees covered by this agreement shall enjoy the richer benefit.

ARTICLE XIX **JOB POSTING/BIDDING**

A. When in the sole judgment of the Borough, a need exists to fill a vacancy, the vacancy shall be posted on the bulletin board for a period of fourteen (14) days and shall contain the title of the job, the hourly rate of pay, and the hours of work.

B. Provisions for employees who are on leave of absence or sick leave to participate in bidding on such jobs shall be made by the Borough. Unless an obvious deficiency exists, the employee with the longest service with the Employer who signifies his interest will be given the opportunity to qualify for the job on a six (6) month basis. This is not an automatic opportunity for the position. Employee must have all qualifications and certifications/licenses/training in order to be eligible for the position.

C. If he/she qualifies in the opinion of the Borough for the job for which he/she has bid, he/she shall be assigned to that job and he/she shall be paid at the rate of that job for all hours worked from the date on which he/she began his trial period. If he/she is unable to perform and/or unable to satisfactorily do the job during the trial period, they are subject to removal not demotion.

ARTICLE XX **MAINTENANCE OF WORK OPERATIONS**

A. During the term of this Agreement, the Union agrees not to engage in or support any strike, work stoppage, slowdown, sit-

down, stay-in, boycott, picketing, or any other type of organized interference, coercive or otherwise with the Borough's business. Further the Union will take every reasonable step to prevent its members from participating in any such activity and to cease and desist from same immediately and return to work. If the above procedure is followed, the Union, its officers and agents shall not be held liable for any such unauthorized acts.

B. No lockouts of employees shall be instituted or supported by the Borough during the term of this Agreement.

ARTICLE XXI **WORK RESPONSIBILITIES**

A. The Borough recognizes that certain kinds of work are performed by members of the bargaining unit. Department foreman/carpenter is not excluded from performing the kinds of work performed by the members of the bargaining unit.

B. Non-bargaining unit employees shall not ordinarily perform bargaining unit work except for purposes of training, supervising, emergency which shall not deprive bargaining unit members of overtime opportunities. This provision shall be intended to prevent the Borough from utilizing non-bargaining unit employees as a direct means of eliminating a job.

ARTICLE XXII **SUBCONTRACTING**

A. The Borough, in non-emergent situations, prior to issuance of any contract, the purpose of which is to subcontract bargaining unit work which does or may result in layoff of members of the unit, agrees to notify the Union ninety (90) calendar days in advance of the advertising for such contract for purposes of full and complete discussion of the Borough's proposal so that the Union may present suggestions for discussions to try to avoid layoff.

ARTICLE XXIII **HEALTH AND SAFETY**

A. The Borough shall provide safe and healthy working conditions and will provide employees with the safety equipment and devices it determines are required to ensure the safety and health of the employees. Employees will abide by all applicable safety

rules and will wear protective apparel that is provided by the Borough.

B. A safety committee will be established consisting of one representative from the bargaining unit and one representative from the Borough to meet as needed for the sole purpose of discussing health and safety issues in the workplace.

ARTICLE XXIV **EMERGENCY RESPONSE**

A. No employee will be prevented, precluded, discouraged, or in any other way interfered with by the Borough from responding, upon the request of a formal assistance request for mutual aid, to any emergency service, fire or emergency medical, of the Borough of Mountain Lakes, or any Mountain Lakes Mutual Aid community, of which the employee is a duly enrolled member, appearing on the roster of members filed with the clerk of the municipality served by the employee.

B. Training or certification classes shall be performed outside of the members usual work hours except by advanced written approval of the Superintendent of Public Works. Time spent in such training or certification classes shall both be compensated as regular or overtime by the Borough, unless attended during regular work hours on advance approval of the Superintendent of Public Works. No employee will be caused to suffer any adverse employment action, including, but not limited to withholding of pay forfeiture of sick or personal days or other action, as the result of such emergency response. All employees responding to emergency services call as set forth hereunder shall leave the job site then in progress in a safe and secured manner, including securing of all vehicles and/or equipment in use at the time of the emergency call.

ARTICLE XXV **PERSONNEL FILES**

The Borough Manager will ensure that adequate personnel records are maintained for each employee in accordance with applicable federal and state requirements. These records shall include: dates of appointments, transfers, promotions and terminations, job titles, salaries, commendations, complaints, performance evaluations, disciplinary actions, amount of leave accrued and used, a record of the employee's training and other related matters, and attendance

records.

A new employee's employment application, letters of reference verification and other supporting documents will be included in the personnel file. Personnel records, other than name, title, salary, compensation, dates of service, reason for separation, and information on specific educational or medical qualifications required for employment, are confidential and are available only to the employee, an authorized representative of the employee (with the employee's written consent), and the human resources official. Personnel records may also be available to the Borough Manager, other members of management, the Borough of Mountain Lakes' legal counsel. Additionally, the Borough of Mountain Lakes will make records available as required by law.

Employees are entitled to review the contents of their personnel folder, except for reference checks and other information provided to the Borough of Mountain Lakes in the hiring process, but may not review the contents of other employees' personnel file. Employees who want to review their own personnel folder should request an appointment with the human resources official. Employees should provide the Borough of Mountain Lakes with at least twenty-four (24) hours advance notice of his or her need for an appointment to review his or her personnel file. To protect the integrity of the personnel files, the employee will review the personnel file in the presence of the human resources official or his/her designee. Employees will not be permitted to photocopy the contents of their folder, take personnel folders outside of the human resources office or remove any documents from the folder.

ARTICLE XXVI **RULES AND REGULATIONS**

A. Proposed new rules or modifications of existing rules covering negotiable working conditions shall be negotiated with the Union before they are established.

B. Any new policies or changes to existing policies shall be posted on the bulletin board in addition to being provided to the Union in writing.

C. All policies and directives determined by the Borough's management, which bargaining unit employees are expected to comply with or maybe affected by, shall be provided to the Union in writing.

D. All written rules and regulations shall be provided to the Union immediately upon promulgation.

ARTICLE XXVII
NON-DISCRIMINATION

A. Under no circumstances will the Borough of Mountain Lakes discriminate on the basis of sex, race, creed, color, religion, national origin, ancestry, age, marital status, affectional or sexual orientation, domestic partnership status, civil union status, atypical heredity, cellular or blood trait, genetic information, disability (including AIDS or HIV infection), liability for service in the United States Armed Forces, gender identity or expression, and/or any other characteristic protected by state or federal law. Accordingly, decisions regarding hiring, promotion, transfer, demotion or termination are based solely on the qualifications and performance of the employee.

B. There shall not be discrimination, interference, restraint, or coercion by the Borough or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Union or because of any lawful activities by such employees on behalf of the Union.

ARTICLE XXVIII
DISCIPLINE

A. In the Administration of this Article, the parties agree that the principle of progressive discipline shall be followed and it shall be understood by the parties that discipline is meant to be corrective rather than punitive. When a supervisor believes that an Employee is not conforming to the Borough policies and rules, following instructions or acting improperly, the Supervisor shall first have a conversation with the Employee and take no disciplinary action. If disciplinary charges are to be served in person, the Shop Steward shall be present.

B. The Borough has the right to discipline Employees by advising, counseling, verbal or written warnings, suspension or termination for just cause.

C. The Borough shall issue any written notice to the employee of disciplinary action within six (6) weeks of when the offense was committed or when the Township became aware of the

offense. The Borough shall also furnish a copy of the written notice to the Shop Steward and Union Representative.

D. The written notice of discipline shall have a place for the employee to sign that he/she received a copy thereof and is aware that such notice is being placed in his/her file.

E. The employee must have Union representation for all disciplinary actions.

ARTICLE XXIX **VETERANS RIGHTS AND BENEFITS**

It is the policy of the borough to grant employees military leaves of absence in accordance with all applicable federal and state laws, including the Uniformed Services Employment and reemployment Rights Act of 1994, ("USERRA"), 38 U.S.C. §4301 et seq. and N.J.S.A. Titles 38:23-4 and 38A:4-4.

ARTICLE XXX **UNPAID LEAVE OF ABSENCE**

A. A permanent full-time employee may request a personal leave of absence without pay not to exceed six (6) months. Leave is subject to the approval of the Borough Manager.

B. All decisions of the Borough Manager regarding leaves of absence shall be final.

C. During all personal leaves of absence, seniority shall be retained, provided however that seniority shall not accrue during the period of the leave of absence. Upon return to work, the employee shall have no greater seniority than at the time that the employee commenced his leave of absence.

D. The period of time during which an employee is on an unpaid leave of absence shall not be considered service time for any purpose under this agreement.

ARTICLE XXXI **DISABILITY**

The Borough shall provide a Short-Term Disability Benefit, through a private insurer. The cost of this insurance policy shall be paid by the Borough in its entirety.

ARTICLE XXXII
ON THE JOB INJURY/WORKERS COMPENSATION

A. In the event an employee becomes disabled by reason of a work-related injury or illness and is unable to perform his duties, he/she shall be entitled to Workmen's Compensation benefits.

B. During the period of time in which the employee has been certified to be unable to work due to work related injuries, the Borough shall pay the employee the difference between his/her regular pay and the worker's compensation payments for a period of up to one year. At the Borough's option, the Borough may pay the employee his/her regular salary and require the employee to surrender the worker's compensation payment to the Borough or the Borough may pay the difference between the workmen's compensation payment and the employee's regular salary. After one year on workers' compensation, the compensation shall be reduced to the statutory rate.

C. The Borough shall follow the transitional duty policy set forth in the Borough Personnel Policies and Procedures Manual.

D. Any willful misrepresentation by the employee as to the nature and/or origin of the injury sustained shall result in disciplinary measures by the Borough up to and including termination.

ARTICLE XXXIII
PENSION

Pension provisions shall be in accordance with the provisions of State law applicable to the Public Employees Retirement System.

ARTICLE XXIV
PERSONAL LEAVE

Each regular full-time employee shall be entitled to two (2) personal days per year. Unused personal days are not cumulative from one year to the next nor are they eligible for any payout. Personal days may be used in 4-hour increments. For use of personal leave, all personal leave days require forty-eight (48)

hour notice to the DPW Supervisor. Only one employee may use personal leave at a time. New hires, hired prior to June 30 will be afforded two (2) personal days during the first year. New hires, hired on or after July 1 shall be afford one (1) personal day during the first year. New hires shall not be afforded the ability to use personal leave during the first ninety (90) days of employment.

One (1) of the personal days may be used for an emergency and will not require the forty-eight (48) hour notice. However, the employee shall provide notice to their supervisor of their absence within fifteen (15) minutes of the start of the work day and that they are using a personal day for an emergency.

ARTICLE XXXV **UNIFORMS**

Effective January 1, 2023, the Borough shall afford employees a \$500 non-pensionable stipend uniform allowance at the beginning of the calendar year.

ARTICLE XXXVI **TUITION REIMBURSEMENT**

A. Employees who are required by the Township to attend training classes or courses related to their position at the Township shall be compensated for travel at the current IRS rate per mile if the employee uses his own vehicle. All requests for training must be in writing to the Borough Manager and the decision of the Borough Manager shall be final and binding and not subject to the grievance procedure. Training must be related to the job and the class and/or course must be passed.

B. The Borough may pay all costs associated with such training courses, including tuition and required textbooks and/or lab fees.

ARTICLE XXXVII **JURY DUTY**

A. Any full-time employee shall be excused from employment

at all times they are required to be present for jury service in any court of the state of New Jersey, any court of another state, or any federal district court or in the United States District Court for New Jersey, and shall be entitled to receive from the employer the person's usual compensation for each day the person is present for jury service in lieu of any payment for juror services in accordance with N.J.S.A. 2B:20-16.

The notice of jury selection must be given to the Borough Manager as soon as it is received by the Employee. When employees have completed their jury duty, they are expected to return to work. When an Employee fails to return to work after completion of jury duty, that time only shall be unpaid.

B. Employees who are subpoenaed for Township matters will be granted leave with pay.

ARTICLE XXXVIII **CALL-IN PAY**

A. Employees called back to work after the conclusion of the normal shift (not contingent with workday) or on a weekend, shall be entitled to a minimum of three (3) hours call in pay at the overtime rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate. Employees called into work prior to the start of the shift shall be entitled to a minimum of three (3) hours call in pay at the overtime rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate. Employees shall be paid from the time they are called for the call-in.

B. The parties agree that when an employee is injured while traveling in response to, or as a result of recall, and he sustains an injury during such period, the said injury shall be considered as an injury on duty for all purposes under this agreement. However, any injury sustained while returning to their home shall not be considered an injury on duty.

ARTICLE XXXIX **TEMPORARY WORK ASSIGNMENTS**

An employee temporarily assigned to a higher hourly paid

position rate for a period of three (3) full shifts or more in a workweek, shall receive the higher rate of pay for the work days that he/she performs the higher-rate job.

ARTICLE XXXX
EMERGENCY DISMISSAL

Essential personnel who are required to report for or remain on duty, during a period of time when non-essential personnel have been dismissed with pay and not charged paid time off, shall receive hour for hour compensatory time for all such hours worked.

The compensatory time earned must be used prior to the end of the calendar year unless provided permission to extend by the Borough Manager. Any time not used will be forfeited.

Any time that is afforded in November or December, the employee will get hour for hour in payment in lieu of compensatory time.

ARTICLE XXXXI
FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered or in the contemplation of either or both parties at the time they negotiated or signed this Agreement.

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and sealed the day and year first above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Name:

By: _____

Name:

Title:

TEAMSTERS LOCAL 125

Name:

By: _____

Name: *David Bauman*
Title: *President*

Name:

By: _____

Name: *Corey Mazzucco*
Title: *Shop Steward*

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

RESOLUTION 81-23

**"RESOLUTION AUTHORIZING THE BOROUGH OF MOUNTAIN LAKES
TO ENTER INTO THE NEW JERSEY COOPERATIVE PURCHASING ALLIANCE
COOPERATIVE PRICING AGREEMENT"**

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the County of Bergen, hereinafter referred to as the "Lead Agency " has offered voluntary participation in the New Jersey Cooperative Purchasing Alliance # CK04- a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on February 13, 2023 the governing body of the Borough of Mountain Lakes, County of Morris, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE, BE IT RESOLVED as follows:

TITLE

This resolution shall be known and may be cited as the Cooperative Pricing Resolution of the Borough of Mountain Lakes.

AUTHORITY

Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Borough Manager is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

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 February 13, 2023.

Cara Fox, Borough Clerk

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



NEW JERSEY COOPERATIVE PURCHASING ALLIANCE

ABOUT US: The New Jersey Cooperative Purchasing Alliance is open to municipalities, boards of education, public universities or colleges, and other public purchasing entities to join. We currently have over 300 members from more than 15 counties. We aim to minimize the total cost of purchasing operations for all members.

COMMODITIES/SERVICES OFFERED: Commodities currently offered through the Cooperative Purchasing/Pricing System are listed on the New Jersey Cooperative Purchasing Alliance's website, www.bergenbids.com along with the bid number and current contract expiration date. It is the member's responsibility to contact the vendor and establish a separate contract for the commodity/service; The New Jersey Cooperative Purchasing Alliance is only providing the cooperative pricing.

COST: There is no cost for municipalities, boards of education, public universities or colleges and other public purchasing entities to join The New Jersey Cooperative Purchasing Alliance.

HOW TO JOIN: Questions, or requests to join the New Jersey Cooperative Purchasing Alliance can be directed to 201-336-7100 (phone) 201-336-7105 (fax) or by e-mailing BCPurchasing@co.bergen.nj.us

COOPERATIVE PRICING SYSTEM AGREEMENT

New Jersey Cooperative Purchasing Alliance # CK04

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this ____ day of _____, 20____, by and between the, **COUNTY OF BERGEN** and (LIST FULL NAME OF PARTICIPANTS), who desire to participate in the # CK04, NJ Cooperative Purchasing Alliance.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Bergen is conducting a voluntary Cooperative Pricing System known as the New Jersey Cooperative Purchasing Alliance with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include all goods and services which may be bid under the laws and stipulations of the State of New Jersey and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter ON THE ANNIVERSARY OF THE REGISTRATION OF THE SYSTEM publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.

(D) The State Identification Code assigned to the Cooperative Pricing System.

(E) The expiration date of the Cooperative Pricing System.

4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired [IF NOT AN OPEN ENDED CONTRACT], the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:

(A) The quantities ordered for the Lead Agency's own needs, and

(B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.

8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on the date adopted on the resolution subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. The County of Bergen shall on behalf of all local units participating in the cooperative pricing system renew the system every 5 years in perpetuity; unless all parties give written notice that there is no longer a desire or a need for participation in the system.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

(NAME AND TITLE))

FOR THE PARTICIPATING UNIT

BY:

(NAME AND TITLE)

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

RESOLUTION 82-23

“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES”

WHEREAS, the Tax Collector certifies that the following property has an overpayment of taxes due to a prior year pre-payment. The Tax Collector has authorized the issuance of a refund.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that a warrant be drawn to Ting Zhang, representing a refund of 2022 taxes due to an overpayment.

Block	Lot	Name & Mailing Address	Property Address	Amount
100	43	Ting Zhang 10701 Tavistock Drive Tampa, FL 33626	298 Boulevard Mountain Lakes	\$22,909.43

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CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on February 13, 2023.

Cara Fox, Borough Clerk

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

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

RESOLUTION 83-23

“RESOLUTION AUTHORIZING A DISCRETIONARY AWARD FOR PURCHASE OF DIESEL FUEL FROM JW PIERSON CO. IN AN AMOUNT THAT MAY EXCEED \$17,500 BUT WILL BE LESS THAN \$44,000”

WHEREAS, the Borough of Mountain Lakes has utilized JW Pierson Co. for the purchase of diesel fuel; and

WHEREAS, the Borough of Mountain Lakes has entered into purchase order contracts with JW Pierson Co. 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 \$44,000; 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, JW Pierson Co. 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 \$44,000 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 \$44,000 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 February 13, 2023.

Cara Fox, Borough Clerk

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

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

RESOLUTION 84-23

**“RESOLUTION AUTHORIZING A DISCRETIONARY AWARD OF A CONTRACT TO GARDEN STATE FIREWORKS IN AN
AMOUNT THAT MAY EXCEED \$17,500 BUT WILL BE LESS THAN \$40,000”**

WHEREAS, the Borough of Mountain Lakes has utilized Garden State Fireworks for the Borough’s annual fireworks display;
and

WHEREAS, the Borough of Mountain Lakes will enter into a purchase contract with Garden State Fireworks in the current
year for the 2023 annual fireworks display; and

WHEREAS, the purchase for the contract will be 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, Garden State Fireworks, 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 the contract, and;

WHEREAS, it is the recommendation of the Borough Manager to authorize the contract with Garden State Fireworks in
excess of \$17,500 but less than \$40,000.

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 contact with Garden State Fireworks in excess of \$17,500 but less than \$40,000 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 February 13, 2023.

Cara Fox, Borough Clerk

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

CERTIFICATION OF THE AVAILABILITY OF FUNDS

01-201-28-370-036 Fireworks \$20,400.00


Monica Goscicki, CFO

THIS AGREEMENT is made on this **10 day of February, 2023**, between GARDEN STATE FIREWORKS, INC., hereinafter known and designated as The Party of the First Part; **Borough of Mountain Lakes** hereinafter known as the designated Party of the Second Part.

WITNESSETH: For and in consideration of all mutual covenants and agreements hereinafter entered into, the Party and Parties hereinafter agree as follow:

- 1 The Party of the First Part agrees to furnish to the Party of the Second Part **On Midvale Doc on 02 of July, 2023** in a location to be designated by the Party of the Second Part and approved by the Party of the First Part, an exhibition of fireworks.
- 2 The Party of the First Part agrees to pay all expenses for the freight and cartage for the said display, all Necessary labor and equipment, and experienced Pyrotechnic Operators to discharge the said display.
- 2 The Party of the First Part and The Party of the Second Part agree to a postponement of the said display in the event of inclement weather **July 3, 2023 - Excluding July 4th, 2023** additional cost of FIFTEEN PERCENT of the total contract amount. Postponements may be scheduled only within **the period terminating January 1, 2024** after the original scheduled date of the display, thereafter the display will be considered to be cancelled. In the event of cancellation, the Party of the Second part agrees to additional payment of FIFTY PERCENT to bring the total of payments to ONE HUNDRED PERCENT of the total contract amount.
- 4 The Party of the First Part agrees to supply to the Party of the Second Part, insurance coverage in the amount of **FIVE MILLION DOLLARS** for public liability and/or property damage. The Party of the First Part agrees to hold harmless the Party of the Second Part. The Party of the Second Part agrees to hold harmless the Party of the First Part of all and any claims, legal fees incurred outside the operations or the control of the Party of the First Part.
- 5 The Party of the Second Part agrees to furnish ample security or police protection and barricades to prevent any persons from coming into the safety zone area designated for discharging said fireworks display. With the exception of conditions stated in paragraph 4 above, the Party of the Second Part also agrees to assume sole responsibility for spectator safety, including seating, lighting, and ground surfaces, and agrees to conduct an inspection of the site approximately 24 hours in advance of the display to ensure a safe spectator environment.
- 6 The Party of the Second Part agrees to produce any and all permits which may be required by municipal authorities for the discharging of the said fireworks display at their own expense.
- 7 The Party of the Second Part agrees that any and all publicity, media coverage, announcements, and advertising shall name GARDEN STATE FIREWORKS, INC. as the primary contractor for the said display.
- 8 Upon signing of this document, a deposit of FIFTY PERCENT of the total contract price shall be paid to the Party of the First Part.
- 9 Upon delivery of the said display, the full balance for the contract amount shall be paid to the Pyrotechnic Operator in a sealed envelope before of immediately following the discharging of the display.
10. Total contract amount **\$20,400.00** United State dollar (excluding permit fees)

WITNESS:

GARDEN STATE FIREWORKS, INC.

BY _____
August N. Santore – Vice President

WITNESS

Borough of Mountain Lakes

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

RESOLUTION 85-23

**“RESOLUTION AUTHORIZING THE RATIFICATION AND EXECUTION OF A COLLECTIVE NEGOTIATIONS
AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND MOUNTAIN LAKES POLICEMEN’S
BENEVOLENT ASSOCIATION LOCAL 310 – 2023 TO 2026”**

WHEREAS, the Borough of Mountain Lakes (“Borough”) and Mountain Lakes PBA Local 310 (“Union”) had engaged in negotiations for terms to a collective negotiations agreement; and

WHEREAS, the Borough and the Union negotiated and agreed upon the terms to a collective negotiations agreement; and

WHEREAS, the Borough and the Union drafted the collective negotiations agreement for the period of January 1, 2023 through December 31, 2026 and is attached hereto as exhibit A; and

WHEREAS, the collective negotiations agreement was ratified and executed by the members of the Union on February 9, 2023; and

WHEREAS, the Borough Council hereby agrees to ratify and execute the collective negotiations agreement.

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes that the Borough Manager and Clerk hereby ratify the terms of the collective negotiations agreement and that the appropriate Borough Officials be and are hereby authorized to execute the collective negotiations agreement that is hereto attached as exhibit A for the period of January 1, 2023 through December 31, 2026 between the Borough of Mountain Lakes and Mountain Lakes PBA Local 310.

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 February 13, 2023.

Cara Fox, Borough Clerk

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