



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES  
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046  
SEPTEMBER 27, 2023  
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**

**5) COMMUNITY ANNOUNCEMENTS**

**6) SPECIAL PRESENTATIONS**

**7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES**

- a. Historic Preservation Committee Update

**8) BOROUGH COUNCIL DISCUSSION ITEMS**

**9) PUBLIC COMMENT**

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

**10) ATTORNEY'S REPORT**

**11) MANAGER'S REPORT**

**12) RESOLUTIONS**

**13) ORDINANCES TO INTRODUCE**

**14) ORDINANCES TO ADOPT**

- a. 14-23, Amending the Revised General Ordinances of the Borough of Mountain Lakes and Prohibiting Public Urination or Defecation

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**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. R175-23, Authorizing the Payment of Bills
- b. R176-23, Cancelling 2022 Historic Preservation Grant

- c. *R177-23, Cancelling 2022 Highlands Initial Assessment Grant*
- d. *R178-23, Authorizing the Discretionary Award of a Contract for Plumbing Supplies and Related Materials to Wallington Plumbing in an Amount that May Exceed \$17,500 But Will be Less than \$44,000*
- e. *R179-23, Authorizing a Professional Services Agreement for Construction Phase of the Sunset Lake Dam Rehabilitation Project Between the Borough of Mountain Lakes and Ferriero Engineering*
- f. *R180-23, Authorizing a Professional Services Agreement for Engineering Services for America's Water Infrastructure Act – Risk & Resiliency Assessment Services*
- g. *R181-23, Authorizing a Contract with Nielsen of Morristown Under NJ State Contract #23-Fleet-34933*
- h. *R182-23, Authorizing the Discretionary Award of a Contract to Purchase an ATV from H & H Outdoor Powersports in an Amount that May Exceed \$17,500 But Will be Less than \$44,000*
- i. *R183-23, Requesting Approval of Item of Revenue and Appropriation Under N.J.S.A. 40A: 4-87 for the BPU Clean Fleet Electric Vehicle Grant in the Amount of \$4,000.00*

**\*APPROVAL OF MINUTES**

*9/11/23 (Regular)*

**\*BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

- a. *Katherine Roberts (previously appointed) to the Health Commission as Member with a term running through 12/31/23*
  - b. *Jennifer Amato to the Health Commission as Alternate #2 with a term running through 12/31/26*
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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**



HISTORIC  
PRESERVATION  
COMMITTEE

of Mountain Lakes



A brief introduction of our function, responsibilities, and need of Borough support in fulfilling our mission of preserving artifacts and images in the Borough's expanding and fragile Historic Archives.

Ranjan O. Bose  
Chairman  
MLHPC

*September 26, 2023*



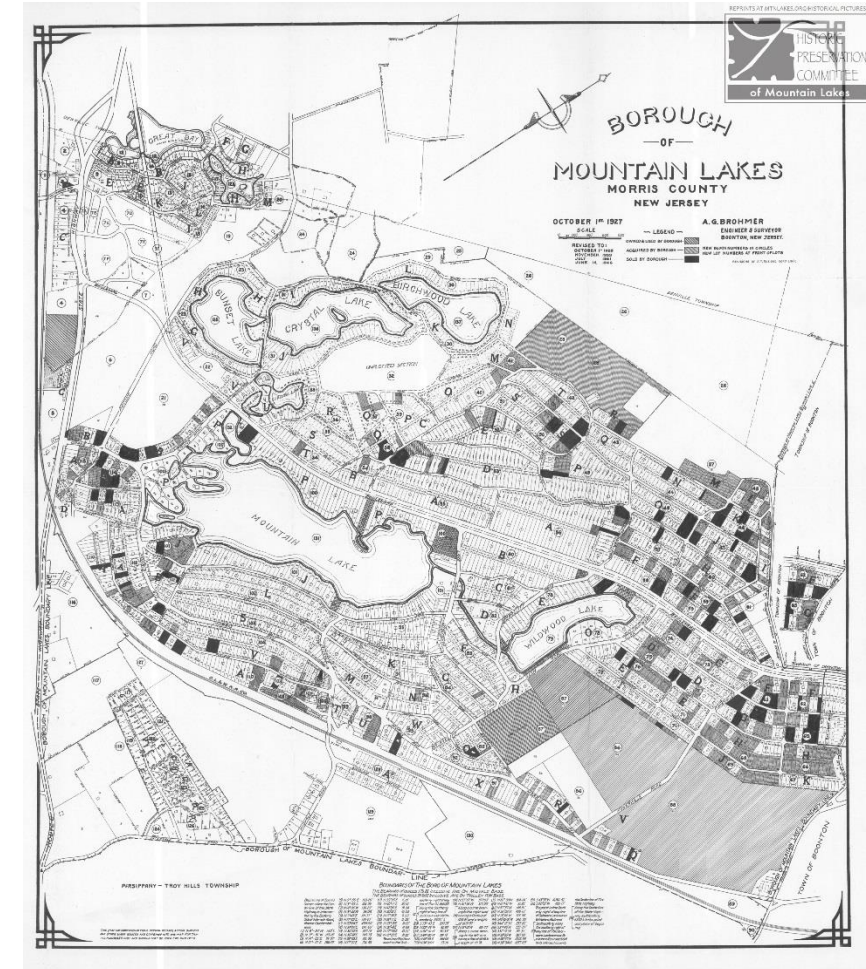


The Mountain Lakes Historical Society was first founded in 1957 in order to preserve the town's historical, architectural, and cultural heritage. Today, the Mountain Lakes Historic Preservation Committee, established by ordinance, with its Membership appointed by the Borough Council, works to safeguard the buildings, public spaces and history that make Mountain Lakes a unique community, and to inform residents of the town's proud and distinct heritage by collecting, preserving and displaying artifacts, as well as sharing the many stories that help to document and tell the fascinating history of our community, and its residents.

The HPC also assists the Borough Council with historic preservation aspects of the Borough's Master Plan, and by advising the Planning Board and Zoning Board of Adjustment on applications for development.

# Mountain Lakes Historic Preservation Committee Members

Ranjan O. Bose ( <i>Chairman</i> )	12/31/23
Alex Gotthelf ( <i>Co-Chair</i> )	12/31/24
Ryan Astrup ( <i>Secretary</i> )	12/31/23
Mark Hoffman ( <i>Treasurer</i> )	12/31/24
Brian Adams	12/31/26
Margaret DeWitt	12/31/24
Sueanne Sylvester	12/31/24
Peter Mills ( <i>Alternate #1</i> )	12/31/24
Tom Menard ( <i>Borough Council Liaison</i> )	12/31/24
Olin R. V. Bose ( <i>Student Member</i> )	5/30/24
Jessica Fazendeiro ( <i>Student Member</i> )	5/30/24







Active throughout the community, the ML HPC pursues grant funding, and maintains a modest bank account supplemented with receipts generated from sales of books, notecards, posters, Hapgood Home plaques and other items of historic and local interest. We are unable to fund high-cost or long-term financial commitments.



## Recent Projects:

The ML Historic Preservation Committee has been playing a significant role in obtaining County and State funding for the restoration of the Mountain Lakes Train Station building. The total project is expected to cost \$800,000.



### MORRIS COUNTY HISTORIC PRESERVATION

P.O. Box 900 Morristown, NJ 07963-0900

PHONE: (973) 829-8120 FAX: (973) 326-9025 WEBSITE: [www.MorrisPreservation.com](http://www.MorrisPreservation.com)

Office located at: 30 Schuyler Place, Morristown, NJ



#### Mountain Lakes Train Station

2022 \$24,000 Preservation Plan

2023 \$30,680 Construction Documents

**Grant Recipient:** Mountain Lakes Borough

**Location:** Mountain Lakes Boro.

The 1912 Mt. Lakes Train Station served the DL&W Railroad. The stone and concrete station features a standard plan adopted by the DL&W, with modifications to the layout due to the existing site slope. An active train station until the mid-20th C, it was purchased by the Borough of Mt. Lakes and currently houses a restaurant.

The 2022 grant completed a Preservation Plan.

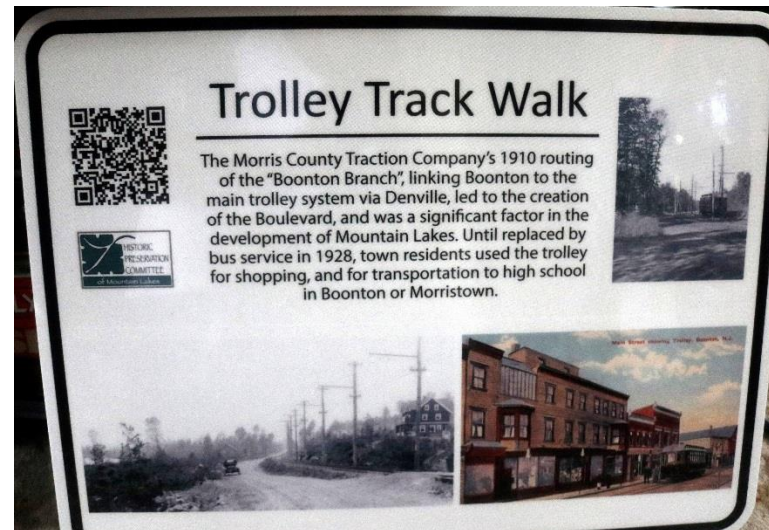
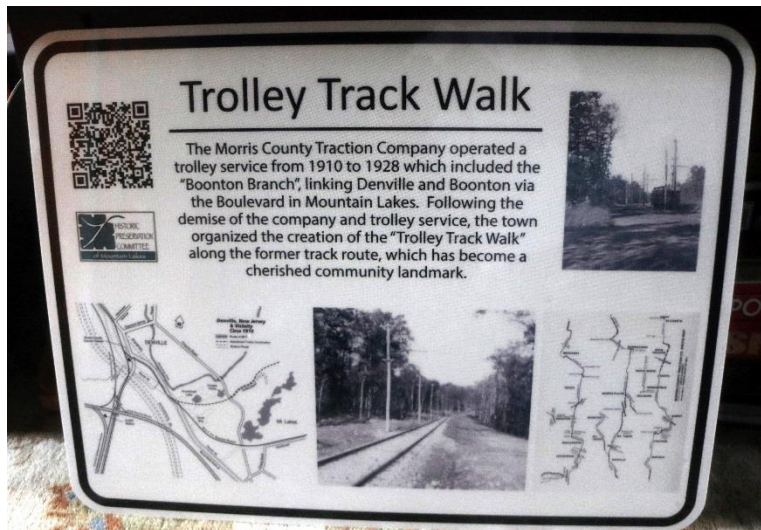
The 2023 grant will assist with completion of Construction Documents for restoration of the clay tile roof, wall repair, and restoration of windows and doors.



## Recent Projects:

Trolley Track Walk Historical Markers

Troop 41 Eagle Scout Project; *(Completion expected September 2023)*





## ***Urgent Need:***

Relocation of the HPC Archives to a Safe and Convenient Location for Borough Residents and Researchers, and prevent further water damage from flooding.

## ***Current Archive Storage Location:***

ML Public Library Basement-level Annex/Community Room Closet





## ***Current Archive Location***

### ***Issues:***

- Storage area is far too small;
- Storage area closet is subject to flooding during heavy rains; damaging contents;
- ML Library has requested the return of the closet for their own needs.





## An Ongoing Goal, these are Two Examples of Options Considered:

- **Post Office Spare Room**; Benefits- central location/easy access;
  - *Problems- Owner not interested in renting.*
- **264 Morris Avenue**; Benefits- Commercial building; central location/easy access;
  - *Problems- Parking issues; modifications may be required; municipal code issues; cost.*





## ***Proposed Solution:***

**Sign a long-to-medium term lease with the Community Church, which has offered a second floor unused classroom space in the building annex which houses the Scribbles Nursery School;**

- **Central location in an easily accessed historically-associated building;**
- **Ample parking and additional meeting space available for HPC events and gatherings;**
- **A safe environment for archival preservation.**



### ***Proposed Solution:***

- Monthly lease payment of \$500 to be funded by the ML Borough Budget;
- Room preparation and archive relocation to be performed by BSA Troop 41;
- Shelving and additional construction could be funded and performed as a Troop 41 Eagle Scout Project.
- Relocation could take place as early as January; (HPC to provide lease payments, subject to reimbursement, until the coming Borough Budget is approved and in effect).





***Supplemental Proposed Community Church Room  
Views:***



## In Summary:

- The ML HPC is an official designation established by Borough ordinance;
- A primary function is to collect, curate and safeguard the Mountain Lakes Historical Archives;
- Our current arrangement for a small space in an ML Library Community Room closet is ending;
- A long-term goal has been to move the archive to a larger, accessible location conducive to preservation;
- A space has been identified in an unused Community Church annex classroom which meets our needs;
- The proposed lease agreement, to begin in 2024, will be \$6,000 per year;
- The ML HPC is not able to meet such a financial commitment from our modest financial situation;
- Additional HPC Borough funding of \$3,000 annually is requested to meet anticipated Committee expenditures.



***We thank you for your consideration.***

### ML HPC Current Financial Statement

Treasurer's Summary Report: 9/12/23			
Starting balance	\$33,248		
	<u>Receipts</u>	<u>Disbursements</u>	
Plaques			
Salvage			
Products	\$379		
Archive			
Misc. (estate donation)	\$3		
Pending Transactions			
Total	\$382	\$0	
Ending balance	\$33,630		





# 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*

TO: Honorable Mayor and Borough Council  
SUBJ: Manager's Report for the Borough Council meeting of September 27, 2023  
CC: Robert Oostdyk, Borough Attorney

**Mountain Lakes Water Department – Risk and Resiliency Assessment** – On August 16<sup>th</sup>, I reported via email that the Borough received an Administrative Order from the US EPA directing compliance with the "Risk and Resilience Assessment" requirement of the Water Infrastructure Act.

Attached, you will find a proposal from Suburban Consulting Engineers, Inc. to conduct the required risk and resiliency assessment. The Borough Engineer and I both recommend this proposal be approved. Along with the proposal, you will also find the Borough Engineer's recommendation email, and the US EPA order attached.

**Police Vehicle Purchase** - On the agenda for the Borough Council meeting, you will find a resolution authorizing the purchase of two police vehicles, utilizing a NJ State Purchase Contract. In the recent past, police cars have been purchased utilizing a three- or four-year lease, with a one dollar buy out. Due to unfavorable lease rates (6.5% - 7.99%), I am recommending that we forego leasing and purchase these vehicles outright.

Purchasing will avoid the Borough from spending between \$5,900 - \$7,100 on lease interest payments.

Funding of police vehicles, whether lease or outright purchase, is primarily through the Police Outside Services trust account. The balance will come from the police department operating budget.



# 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*

SUBJ: Manager's Report for the Borough Council meeting of September 27, 2023  
Page: 2 of 2

**Water Meter Project Update** –As of September 19<sup>th</sup>, 1,032 water meters have been replaced. Appointments for meter changeout continue to be scheduled with residents. Water service line types identified to date: Copper – 1,032; Galvanized – 88; Iron Pipe – 2; Poly – 2; Lead – 1. Currently, this leaves us with 89 water service lines that will need to be replaced (lead and galvanized).

There are approximately 200 meters that still need to be changed out. Our vendor has sent three postcards to these addresses requesting an appointment to change out the meter, with no response. I attribute a majority of the non-responsive to a combination of residents thinking the postcard was junk mail or residents being away over the summer. Our next step is to send a letter directly from the Borough explaining the process and the need to change the meter.

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

Respectfully,

**Mitchell**

Tuesday, September 19, 2023 at 12:04:13 Eastern Daylight Time

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**Subject:** Water System - Requirement to conduct a Risk and Resilience Assessment

**Date:** Wednesday, August 16, 2023 at 3:10:12 PM Eastern Daylight Time

**From:** Mitchell Stern <mstern@mtnlakes.org>

**To:** Khizar Sheikh <ksheikh@mtnlakes.org>, Lauren Barnett <lbarnett@mtnlakes.org>, Christopher Cannon <ccannon@mtnlakes.org>, Cynthia Korman <ckorman@mtnlakes.org>, Thomas <TMenard@mtnlakes.org>, Melissa Muilenburg <mmuilenburg@mtnlakes.org>, Chris Richter <crichter@mtnlakes.org>

**CC:** Robert Oostdyk <roostdyk@murphymckeonlaw.com>, Cara Fox <cfox@mtnlakes.org>

**Attachments:** 3272\_001.pdf

Mayor, Deputy Mayor, Councilmembers,

I have received the attached Order from the US EPA directing the Borough to comply with the Water Infrastructure Act "Risk and Resilience Assessment" requirement.

The attached document contains the following pages:

Pages 1 -4 - US EPA order.

Pages 5 - 6 - Information from our Borough Engineer (and licensed water operator).

Pages 7 - 8 - Borough response to the order.

Once I have a proposal from the consulting engineer, I will forward to all. I am hoping a recommendation, and, if appropriate, a resolution on the agenda for our next Borough Council meeting.

After review of the attached information, I welcome you to reach out with any questions or concerns.

Regards

Mitchell

**Subject:** Risk & Resiliency Assessment - Proposal from Suburban Consulting Engineers  
**Date:** Tuesday, September 19, 2023 at 11:43:41 AM Eastern Daylight Time  
**From:** Bill Ryden <wryden@anderson-denzler.com>  
**To:** Mitchell Stern <mstern@mtnlakes.org>  
**Attachments:** Prop SCE-P13820.011.pdf

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

Mitchell,

I have reviewed the August 23, 2023 proposal from Suburban Consulting Engineers for engineering services in connection with preparation of a Risk & Resiliency Assessment (RRA) as required by the Water Infrastructure Act. The proposal is for identifying the risk to the water system from malevolent acts and natural hazards; the resilience of pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, and/or other automated systems which are utilized by the system; the monitoring practices of the system; the use, storage, or handling of various chemicals by the system; and the operation and maintenance of the system. Preparation of the RRA relates largely to the Borough's Asset Management Plan which was recently completed by Suburban Consulting Engineers.

Having completed the Asset Management Plan, Suburban is very familiar with our system and is highly qualified in assessments of this type. I find the proposal to be in order and acceptable, and it is my opinion that the \$15,000 fee is satisfactory. Based on the foregoing, I am recommending that the proposal be accepted and that the Borough enter into a professional services agreement with SCE.

I trust that the above is satisfactory.

Bill





August 23, 2023

**Via Electronic Mail (mstern@mtnlakes.org)**

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

Attn.: Mitchell Stern  
Borough Manager

Re.: Borough of Mountain Lakes, County of Morris, State of New Jersey  
Professional Engineering Services  
**America's Water Infrastructure Act - Risk & Resiliency Assessment Services**  
Our File No.: Proposal SCE-P13820.011

Dear Mr. Stern:

**SUBURBAN CONSULTING ENGINEERS, INC.** (SCE) is pleased to provide the following proposal to the Borough of Mountain Lakes (Borough) to perform a Risk & Resiliency Assessment Plan in accordance with requirements of the America's Water Infrastructure Act (AWIA) published on October 23, 2018.

The AWIA, as defined by the bill, is an Act to provide improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources, to provide for water pollution control activities, and for other purposes further detailed in the bill. For Drinking Water Systems, Section 2013 of the AWIA is an amendment to Section 1433 of the Safe Drinking Water Act (SDWA) which requires community water systems serving more than 3,300 persons to develop or update risk and resilience assessments and emergency response plans. The law specifies the topics these plans must address and also establishes deadlines by which community water systems must send certification of completion of the plans to the Environmental Protection Agency (EPA).

Accordingly, SCE will provide the following scope of services to the Borough to achieve and maintain compliance with the AWIA requirements. All services for this project will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE).

**Scope of Services**

The Risk & Resilience Assessment will be completed through the use of the EPA's Vulnerability Self-Assessment Tool Web Enabled (VSAT Web) 2.0. With VSAT Web 2.0, and a Risk & Resilience letter report will be generated. The report will outline and define the following items:

- Identify critical asset categories.
- Identify threat type: Malevolent Act or Natural Hazard.



- Perform baseline risk assessment for each asset threat including public health and economic consequences, estimation of threat likelihood, and estimation of vulnerability likelihood.
- Perform quantitative risk assessment.
- Perform countermeasure analysis, if any.

The following steps will be completed and prepared to develop a risk assessment through VSAT Web 2.0:

**1. Utility Information**

To commence the assessment, SCE will compile and include basic information for the Borough, including:

- Utility Name
- State
- Zip Code
- Population Served
- Ownership
- Average Daily Water Service (MGD)
- Average Rate (\$/1,000 Gallons)
- Comments and Notes (Optional)

**2. Utility Resilience Index**

Once the basic system information is input, the Utility Resiliency Index (URI) must be defined. There are twelve (12) indicators that represent attributes that help to calculate a utility's ability to absorb and/or cope with an incident and return to normal operations as quickly as possible. The following baseline information as/if available will need to be evaluated as part of the URI:

- Emergency Response Plan (ERP)
- National Incident Management System (NIMS) Compliance
- Mutual Aid and Assistance (MAA)
- Emergency Power for Critical Operations (EPOC)
- Minimum Daily Demand/Treatment (MDDT)
- Critical Parts and Equipment (CPE)
- Critical Staff Resilience (CSR)
- Business Continuity Plan (BCP)
- Utility Bond Rating (UBR)
- Government Accounting Standards Board (GASB) Assessment
- Unemployment Percentage
- Median Household Income (MHI)

Some of the aforementioned items will be required to be furnished by the Borough as available. The twelve (12) indicators are presented as drop-down options, and the



Borough will select the most appropriate selection for each indicator based on the availability or best match for the current situation. The statements are arranged from lowest to highest resilience for each of the twelve (12) indicators.

### 3. **Identify the Utility's Critical Asset Categories and Relevant Threat Type**

Determining water asset categories are critical for the Borough to treat and provide potable water to their customer base. SCE will rely on the existing Asset Management Plan (AMP) and ERP to sort the applicable Borough assets into the following categories:

- **Physical Barriers** – Encompasses physical security in place at the Borough. Possible examples include fencing, bollards, and perimeter walls; gates and facility entrances; intrusion detection sensors and alarms; access control systems (e.g., locks, card reader systems); and hardened doors, security grilles, and equipment cages.
- **Source Water** – Encompasses all sources that supply water (nineteen (19) groundwater production wells and two (2) bulk purchase agreements).
- **Pipes & Constructed Conveyances, Water Collection, & Intake** – Encompasses the infrastructure that collects and transports water from a source water to treatment or distribution facilities. Possible examples include holding facilities, intake structures and associated pumps, pipes, aqueducts, and other conveyances.
- **Pretreatment & Treatment** – Encompasses all unit processes that the Borough uses to ensure water meets regulatory public health and aesthetic standards prior to distribution to customers. While not all applicable to the Borough, possible examples include sedimentation, filtration, disinfection, and chemical treatment. For the risk assessment, individual treatment processes at a facility may be grouped together and analyzed as a single asset if they have a similar risk profile (i.e., disinfection at each of the production wells).
- **Storage & Distribution Facilities** – Encompasses all infrastructure used to store water after treatment, maintain water quality, and distribute water to customers. Possible examples include residual disinfection, pumps, tanks, reservoirs, valves, pipes, and meters.
- **Electronic, Computer, or other Automated Systems (Including the Security of Such Systems)** – Encompasses all treatment and distribution process control systems, business enterprise Information Technology (IT), and communications systems (other than financial), and the processes used to secure such systems. Possible examples include the sensors, controls, monitors, and other interfaces, plus related IT hardware and software and communications, used to control water collection, treatment, and distribution. This also includes IT hardware, software, and communications used in business enterprise operations. The assessment must account for the cybersecurity of these systems.





- Monitoring Practices – Encompasses the processes and practices used to monitor source water and finished water quality, along with any monitoring systems not captured in other asset categories. Possible examples include sensors, laboratory resources, sampling capabilities, and data management equipment and systems.
- Financial Infrastructure – Encompasses equipment and systems used to operate and manage utility finances. Possible examples include billing, payment, and accounting systems, along with third parties used for these services.
- The Use, Storage, or Handling of Chemicals – Encompasses the chemicals and associated storage facilities and handling practices used for chemical disinfection and treatment. Assessments under this asset category should focus on the risk of uncontrolled release of a potentially dangerous chemical such as chlorine, where applicable.
- The Operation & Maintenance of the Utility – Encompasses critical processes required for operation and maintenance of the water system that are not captured under other asset categories. Possible examples include equipment, supplies, and key personnel. Assessments may focus on the risk to operations associated with dependency threats like loss of utilities (e.g., power outage), loss of suppliers (e.g., interruption in chemical delivery), and loss of key employees (e.g., disease outbreak or employee displacement).

After reviewing the critical asset categories, we will choose which threat type (Malevolent Act or Natural Hazard) are likely to pose a high risk to the utility's critical asset categories and its operations. High risk asset categories are those where a malevolent act or natural hazard presents a high risk to disrupt critical operations or to cause significant public health or economic impacts.

- Malevolent Acts are intentional acts carried out against the utility. Perpetrators may be an individual, group, or state, and attacks may be motivated by theft, terrorism, vandalism, or other objectives.
- Natural Hazards refer to climactic, geologic, or other natural phenomena. The Borough should consider potential impacts of the following types of natural hazards on their critical operations in each asset category: Earthquake, Flood, Hurricane, Ice storm, Tornado and Wildfire.

#### **4. Perform Risk Assessment (Quantitative)**

This step involves performing a quantitative risk assessment for each asset/threat pair in terms of public health and economic consequences (developed utilizing the Water Health and Economic Analysis Tool (WHEAT) calculator), threat likelihood, and vulnerability likelihood. The EPA recommends that the quantitative risk assessment be limited to a small number of the assets and threats that present the highest risk. A high



number of asset/threat pairs in a single assessment will render the assessment difficult to complete and skew the interpretation of results.

#### 5. Countermeasure Analysis (Optional)

Once the baseline risk assessment is completed, the Borough can prepare countermeasure analysis for the asset/threat pairs identified earlier. A countermeasure analysis is not required for AWIA, but it is recommended. The countermeasure analysis allows you to compare the risk with existing countermeasures for an identified asset/threat pair with the risk after adopting potential additional countermeasures. **The cost for the Countermeasure Analysis will be provided as an optional fee under a separate proposal, should the Borough be interested in preparing the analysis.**

#### 6. Prepare Report

After all data and evaluations are input, an autogenerated report can be prepared which will contain numerous sections beginning with Purpose, Methodology, Utility Overview information, a summary of the URI, Qualitative Risk Assessment, Quantitative Risk Assessment, and Countermeasure Risk Assessment (if performed). The assessment summary will include a monetized risk summary for each asset/threat pair including both the baseline and improvement estimates.

Upon completion of the Risk and Resilience Assessment, SCE will assist the Borough to self-certify the assessment either via regular mail, email, or a secure online portal.

#### Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees, and printing expenses.

#### **Fee Proposal**

SCE proposes to provide the above referenced scope of services for an **Estimated Fee of \$15,000\***. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit.

*\*It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, SCE will notify the Borough prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.*



### **Project Schedule**

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal or purchase order.

### **Services Not Included Unless Authorized**

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- ERP Certification.
- Step 5 – Countermeasure Analysis.
- Surveying services.
- Owner or Contractor-initiated changes.
- Review agency required revisions.

### **Fee Structure**

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by Client or for Client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$195/hour
- Senior Project Manager \$190/hour
- Project Manager \$185/hour
- Senior Project Licensed Professional \$180/hour
- Project Licensed Professional \$170/hour
- Licensed Professional \$160/hour
- Senior Project Coordinator \$180/hour
- Project Coordinator \$175/hour
- Senior Designer/Senior Survey Analyst \$150/hour
- Designer/Survey Analyst \$135/hour
- Senior Environmental Scientist \$150/hour
- Environmental Scientist \$135/hour
- Senior Project GIS Analyst \$160/hour
- Project GIS Analyst \$150/hour
- GIS Analyst \$145/hour





- Senior GIS Technician \$135/hour
- GIS Technician \$125/hour
- Senior GIS Project Coordinator \$150/hour
- GIS Project Coordinator \$145/hour
- Senior Inspector \$135/hour
- Inspector \$125/hour
- Senior Technician \$130/hour
- Technician \$120/hour
- Project Administrator \$135/hour
- Administrative Support \$75/hour
- Equipment Unit Cost
  - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
  - Robotic/LiDAR \$50/hour
  - GPS \$25/hour
  - Environmental Injection Pump & Equipment \$150/day
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

#### **Standard Contract Terms & Conditions**

In accordance with the above information, Client agrees to the following:

##### Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

##### Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

##### Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client



agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

#### Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

#### Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

#### Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

#### Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

#### Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts or should the bid process fail to result in a successful contract award requiring the need to rebid



the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services.

#### Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

#### Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

#### Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

#### Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

#### Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the





breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

#### Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.


For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P13820.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

**SUBURBAN CONSULTING ENGINEERS, INC.**

By: 

Michael K. McAloon, PE, Assoc. DBIA, Assistant Corporate Secretary  
Senior Associate/Water Wastewater Department Manager

Accepted this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2  
290 BROADWAY  
NEW YORK, NY 10007-1866

August 8, 2023

**VIA EMAIL to:** [manager@mtnlakes.org](mailto:manager@mtnlakes.org)

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

Re: Administrative Order, Docket No. SDWA-02-2023-8064  
Mountain Lakes Water Department (PWS ID No. NJ1425001)

Dear Mr. Stern:

Enclosed you will find an Administrative Order ("AO"). The AO finds that the Borough of Mountain Lakes owns and/or operates the Mountain Lakes Water Department, a "public water system" as defined by the Safe Drinking Water Act ("SDWA") and 40 C.F.R. Part 141.2, and is, therefore, subject to its requirements. The Environmental Protection Agency ("EPA") also finds that the Mountain Lakes Water Department failed to comply with the America's Water Infrastructure Act requirements to complete a Risk and Resilience Assessment, and prepare or revise, where necessary, an Emergency Response Plan.

I urge your cooperation in assuring that the requirements of the enclosed AO are met. The violation of an Administrative Order may subject the violator to an administratively assessed civil penalty not to exceed \$47,061, or a court-imposed penalty not to exceed \$67,544 per day of violation.

If you have any questions, need technical assistance, or would like help understanding how to respond to EPA regarding this matter, please contact Nicole Foley Kraft, Supervisor, Safe Drinking Water Act Compliance Section at (212) 637-3093 or [kraft.nicole@epa.gov](mailto:kraft.nicole@epa.gov).

Sincerely,

**Anderson, Kate** Digitally signed by Anderson, Kate  
Date: 2023.08.08 15:41:53 -04'00'

*For* Dore LaPosta, Director  
Enforcement and Compliance Assurance Division

Attachment

cc: NJDEP Water & Land Enforcement  
Doug Edler, Director of Public Works, [dedler@mtnlakes.org](mailto:dedler@mtnlakes.org)



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION II  
290 BROADWAY  
NEW YORK, NY 10007-1866**

**IN THE MATTER OF:**

Borough of Mountain Lakes  
Mountain Lakes Water Department  
400 Boulevard  
Mountain Lakes, NJ 07046

PWS ID. No. NJ1425001

Respondent.

Proceedings pursuant to Section 1414(g) of the  
Safe Drinking Water Act, 42 U.S.C. Section  
300g-3(g)

ADMINISTRATIVE ORDER  
Docket No.  
SDWA-02-2023-8064

**I. STATUTORY AUTHORITY**

The following FINDINGS are made and ORDER issued under the authority vested in the Administrator of the United States Environmental Protection Agency ("USEPA") by Section 1414(g) of the Safe Drinking Water Act ("SDWA"), 42 U.S.C. Section 300g-3(g) ("the Act"), and duly delegated to the Director of the Enforcement and Compliance Assurance Division of Region 2.

**II. FINDINGS**

1. The Borough of Mountain Lakes (hereinafter "Respondent") owns and/or operates the Mountain Lakes Water Department "public water system," located in Mountain Lakes, New Jersey, within the meaning of Section 1401(4) of the SDWA, 42 U.S.C. §300f(4), and 40 C.F.R. §141.2.
2. Respondent is a "supplier of water" within the meaning of Section 1401(5) of the SDWA, 42 U.S.C. §300f(5), and 40 C.F.R. §141.2.
3. Respondent is a "person" within the meaning of Section 1401(12) of the SDWA, 42 U.S.C. §300f(12) and is subject to an Administrative Order issued under Section 1414(g)(1) of the SDWA, 42 U.S.C. §300g-3(g)(1).
4. The Respondent's public water system provides piped water for human consumption and regularly serves at least 15 service connections and/or a population of at least 25 individuals, and is therefore a "community water system" as defined by Section 1401(15) of the SDWA, 42 U.S.C. §300f(15), and 40 C.F.R. §141.2. Respondent is, therefore, subject to the requirements

- of Part B of the SDWA, 42 U.S.C. §300g et seq., and its implementing regulations.
5. On October 23, 2018, the SDWA was amended in accordance with the America's Water Infrastructure Act ("AWIA") of 2018 (Public Law 115-270). Among other things, AWIA amended SDWA Section 1433's CWS risk and resilience provisions, 42 U.S.C. §300i-2.
  6. Section 1433 of the SDWA is an "applicable requirement" as defined in Section 1414(i) of the SDWA, 42 U.S.C. §300g-3(i).
  7. The New Jersey Department of Environmental Protection ("NJDEP") administers the Public Water Supply Supervision Program in New Jersey pursuant to Section 1413 of the SDWA. The approval of primary enforcement responsibility from EPA to NJDEP was effective as of July 13, 1979. NJDEP is the primacy agency, as that term is defined in 40 C.F.R. §142.2. However, EPA retains primary enforcement authority for Section 1433 of the SDWA.
  8. Section 1433(a) of the SDWA requires community water systems ("CWSs") serving more than 3,300 persons to conduct a Risk and Resilience Assessment ("RRA") of its system, including an assessment of:
    - a. the risk to the system from malevolent acts and natural hazards;
    - b. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage, and distribution facilities, electronic, computer, or other automated systems (including the security of such systems);
    - c. the monitoring practices of the system;
    - d. the use, storage, or handling of various chemicals by the system; and,
    - e. the operation and maintenance of the system.
  9. Section 1433(a)(3)(A) of the SDWA required a CWS serving 3,301 to 49,999 persons to submit its certification to the EPA Administrator that it has conducted its RRA on or before June 30, 2021. Instructions on how to submit a RRA certification are available on EPA's website, <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans>.
  10. Section 1433(b) of the SDWA requires CWS serving 3,301 or more persons to prepare or revise, where necessary, an emergency response plan (ERP) that incorporates the findings of the RRA no later than six months after certifying completion of its RRA. Therefore, Respondent's deadline for submitting certification to the EPA Administrator that the ERP has been completed and/or revised is December 31, 2021.
  11. Respondent's CWS serves a population of over 3,300 people.
  12. Based on information available to EPA, the Respondent has failed to certify that it has conducted the RRA and prepared or revised the ERP, as specified in Section 1433(a)(3)(A) and 1433(b) of the SDWA, 42 U.S.C. §300i-2, for its water system, in violation of Section 1433(a) and (b) "applicable requirements" of the SDWA.

13. EPA is issuing this Administrative Order to address the violations enumerated above and to place the Respondent on an enforceable schedule to comply with the requirements of Section 1433 of the SDWA.

### **III. ORDER**

Based on the foregoing FINDINGS, and pursuant to the authority of Section 1414(g) of the SDWA, EPA hereby ORDERS:

14. Within 30 days of receipt of this Order, Respondent must submit a plan to achieve compliance with the RRA and ERP requirements<sup>3</sup>. The compliance plan must include a schedule for completion of the RRA and ERP and specify the dates by which the certification of completion for the RRA and ERP, as required by Section 1433(a) and (b) of the SDWA, will be submitted to EPA. Please note: Respondent shall submit the RRA and ERP certifications using the following link: <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans>.
15. If Respondent has already completed the RRA and/or ERP, Respondent shall notify EPA via email for further instructions. Respondent must ensure that the certification of completion for the RRA and/or ERP has been submitted to EPA. For instruction see: <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans>.
16. All submittals and correspondence required by this AO shall be submitted electronically via email to:

Nicole Foley Kraft, Supervisor  
Safe Drinking Water Act Compliance Section  
U.S. Environmental Protection Agency  
[kraft.nicole@epa.gov](mailto:kraft.nicole@epa.gov)  
(212) 637-3093

### **IV. GENERAL PROVISIONS**

17. All notices, reports, or other submissions by Respondent shall contain the following certification:

“I certify, under penalty of law, that the information contained in or accompanying this submission is true, accurate and complete based upon representations as to accuracy and completeness made to me either orally or through submission of documentation by appropriate personnel with responsibility for the matters contained herein.”

---

<sup>3</sup> For additional information on the RRA/ERP requirements and/or instructions on how to certify completion see: <https://www.epa.gov/waterresilience/americas-water-infrastructure-act-risk-assessments-and-emergency-response-plans>.



18. This Administrative Order shall not prohibit, prevent, or otherwise preclude EPA from taking whatever action it deems appropriate to enforce the Act in any manner and shall not prohibit, prevent, or otherwise preclude EPA from using this Order in subsequent administrative or judicial proceedings. Nothing in this Order shall constitute a waiver, suspension, or modification of the requirements of the Act, or the rules and regulations promulgated there under which remain in full force and effect. Issuance of this Order is not an election by EPA to forgo any civil or criminal action otherwise authorized under the Law.
19. The Respondent may be subject to an administrative civil penalty of up to \$47,061 pursuant to Section 1414(g)(3)(B) of the Act, 42 U.S.C. §300g-3(g)(3)(B) or a civil penalty assessed by an appropriate United States District Court that exceeds \$47,061 pursuant to Section 1414(g)(3)(C) of the Act, 42 U.S.C. §300g-3(g)(3)(C). A violation of any term of this Order may also subject the Respondent to a judicial civil penalty of up to \$67,544 per day of violation pursuant to Section 1414(b) of the Act, 42 U.S.C. §300g-3(b).
20. Respondent may seek federal judicial review of the Order pursuant to Section 1448(a) of the Act, 42 U.S.C. §300j-7(a).
21. This Order does not relieve Respondent of any responsibilities or liabilities established pursuant to any applicable federal, State, or local law.
22. This Order shall take effect upon the signature of the Director, Enforcement and Compliance Assurance Division.

ORDERED, this 8th day of August, 2023 .

**Anderson, Kate**

Digitally signed by  
Anderson, Kate  
Date: 2023.08.08 15:42:15  
-04'00'

For Dore LaPosta, Director  
Enforcement and Compliance Assurance Division

# MOUNTAIN LAKES WATER DEPARTMENT - PWSID #1425001

## PERFLUORINATED CHEMICALS - PFCs

PERFLUORONONANOIC ACID (PFNA)

MCL = 13 ppt

PERFLUOROCTANOIC ACID (PFOA)

MCL = 14 ppt

PERFLUOROCTANE SULFONIC ACID (PFOS)

MCL = 13 ppt

All results in nanograms per liter

TP001001 Well 5	PFNA	PFOA	PFOS
2/22/2019	0.0	4.9	0.0
5/15/2019	0.0	4.8	0.0
8/22/2019	0.0	4.2	0.0
11/27/2019	0.0	4.1	0.0
2/20/2020	0.0	3.6	0.0
5/20/2020	0.0	4.4	0.0
7/22/2020	0.0	4.6	0.0
12/2/2020	0.0	4.8	0.0
2/25/2021	0.0	4.3	0.0
2/25/2022	0.0	6.3	2.1
3/2/2023	0.0	6.5	0.0
5/25/2023	0.0	6.9	0.0

TP002004 Well 4	PFNA	PFOA	PFOS
2/22/2019	0.0	11.0	0.0
5/15/2019	0.0	10.0	0.0
8/22/2019	0.0	12.0	3.3
11/27/2019	0.0	7.8	0.0
2/20/2020	0.0	11.0	2.5
5/20/2020	0.0	12.0	2.7
7/22/2020	0.0	13.0	3.3
12/2/2020	0.0	14.0	3.8
2/25/2021	0.0	11.0	2.0
5/20/2021	0.0	12.0	2.4
8/25/2021	0.0	16.0	5.4
11/24/2021	0.0	13.0	3.2
2/25/2022	0.0	13.0	2.9
5/26/2022	0.0	9.7	0.0
8/23/2022	0.0	12.0	3.1
11/29/2022	0.0	15.0	3.7
2/24/2023	0.0	16.0	2.8
5/25/2023	0.0	26.0	2.7

TP003007 Well 3	PFNA	PFOA	PFOS
2/22/2019	0.0	13.0	0.0
5/15/2019	0.0	12.0	0.0
8/22/2019	0.0	6.2	0.0
11/27/2019	0.0	11.0	0.0
2/20/2020	0.0	6.7	0.0
5/20/2020	0.0	6.7	0.0
7/22/2020	0.0	6.5	0.0
12/2/2020	0.0	9.7	2.3
2/25/2021	0.0	7.3	0.0
5/20/2021	0.0	12.0	2.4
8/25/2021	0.0	9.0	2.6
11/24/2021	0.0	8.9	0.0
2/25/2022	0.0	10.0	0.0
5/26/2022	0.0	9.2	0.0
8/23/2022	0.0	6.4	0.0
11/29/2022	0.0	11.0	0.0
2/24/2023	0.0	7.5	2.4
5/25/2023	0.0	9.1	0.0

TP007017 Well 2	PFNA	PFOA	PFOS
2/22/2019	0.0	5.7	2.9
5/15/2019	0.0	6.6	3.0
8/22/2019	0.0	7.4	2.5
11/27/2019	0.0	6.6	2.2
2/20/2020	0.0	6.1	0.0
5/20/2020	0.0	6.9	2.9
7/22/2020	0.0	8.5	0.0
12/2/2020	0.0	6.9	2.0
2/25/2021	0.0	7.0	2.5
5/20/2021	0.0	8.9	0.0
8/25/2021	0.0	7.4	2.0
11/24/2021	0.0	9.5	2.4
2/25/2022	0.0	7.5	2.0
5/26/2022	0.0	13.0	2.9
8/23/2022	0.0	10.0	0.0
11/29/2022	0.0	6.4	0.0
2/24/2023	0.0	11.0	2.6
5/25/2023	0.0	11.0	2.2

**Subject:** RE: Response Required: EPA Administrative Order, Docket #SDWA-02-2023-8064, Mountain Lakes Water Department (NJ1425001)  
**Date:** Monday, August 14, 2023 at 5:03:40 PM Eastern Daylight Time  
**From:** Bill Ryden <wryden@anderson-denzler.com>  
**To:** Mitchell Stern <mstern@mtnlakes.org>  
**CC:** Doug Edler <dedler@mtnlakes.org>  
**Attachments:** Administrative Order Risk Assessment ML Water Department - 8-8-23.pdf

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

Mitchell,

As you requested, I have reviewed the attached Administrative Order from EPA regarding failure to prepare a Risk and Resiliency Assessment (RRA) for the Borough's water system. The RRA is a requirement under the Water Infrastructure Act (WIA), and involves identifying the risk to the system from malevolent acts and natural hazards; the resilience of pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, and/or other automated systems which are utilized by the system; the monitoring practices of the system; the use, storage, or handling of various chemicals by the system; and the operation and maintenance of the system. The Water Department has an Operations Manual which contains an emergency response plan and an overall vulnerability assessment, however, a detailed RRA was not performed due to a misinterpretation of the WIA requirements.

The Administrative Order requires us to submit a plan to achieve compliance with the RRA and ERP requirements within 30 days. The compliance plan must include a schedule for completion of the RRA and ERP and specify the dates by which the certification of completion for the RRA and ERP. Preparation of the RRA relates largely to the Borough's Asset Management Plan which was recently completed by Suburban Consulting Engineers. As such it is my recommendation that we request a proposal from Suburban to prepare the Risk and Resiliency Assessment. My estimate of the cost is \$12,000 to \$15,000. I am further recommending that you submit the below letter to EPA as our compliance plan/response to the order. This is the first draft for discussion and will likely require some editing.

I trust that the above is helpful. Please let me know if you need anything further.

Bill

*Nicole Foley Kraft, Supervisor  
Safe Drinking Water Act Compliance Section  
U.S. Environmental Protection Agency Region 2  
290 Broadway  
New York, NY 10007-1866*

*Re: Administrative Order, Docket No. SDWA-02-2023-8064  
PWS ID No. NJ1425001  
Mountain Lakes Water Department*

*Dear Ms. Kraft:*

*In response to the directives contained in Administrative Order, Docket No. SDWA-02-2023-8064, the Borough of Mountain Lakes is seeking the services of consulting firm. to perform a Risk & Resiliency Assessment (RRA) in accordance with the America's Water Infrastructure Act. The study will include and identify the risk to the system from malevolent acts and natural hazards; the resilience of pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, and/or other automated systems which are utilized by the system; the monitoring practices of the system; the use, storage, or handling of various chemicals by the system; and the*



*operation and maintenance of the system.*

*Following completion of the Risk and Resilience Assessment, the Borough will submit the required certification to the EPA Administrator that it has conducted the RRA. The Borough will further update its emergency response plan (ERP) to incorporate the findings of the RRA and certify same to the EPA Administrator within six months after certifying completion of the RRA.*

*The schedule for accomplishing the above described actions is as follows:*

- *Undertake and complete the Risk & Resiliency Assessment by December 31, 2023.*
- *Submit certification of RRA completion by January 31, 2024.*
- *Update the ERP and submit certification of same by July 31, 2024.*

*I certify, under penalty of law, that the information contained in or accompanying this submission is true, accurate and complete based upon representations as to accuracy and completeness made to me either orally or through submission of documentation by appropriate personnel with responsibility for the matters contained herein.*



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Mitchell Stern**  
**Borough Manager**  
[mstern@mtnlakes.org](mailto:mstern@mtnlakes.org)

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

*Nicole Foley Kraft, Supervisor  
Safe Drinking Water Act Compliance Section  
U.S. Environmental Protection Agency Region 2  
290 Broadway  
New York, NY 10007-1866*

*August 16, 2023*

*Re: Administrative Order, Docket No. SDWA-02-2023-8064  
PWS ID No. NJ1425001  
Mountain Lakes Water Department*

*Dear Ms. Kraft:*

*In response to the directives contained in Administrative Order, Docket No. SDWA-02-2023-8064, the Borough of Mountain Lakes will be seeking the services of a consulting firm to perform a Risk & Resiliency Assessment (RRA) in accordance with the America's Water Infrastructure Act. The study will include and identify the risk to the system from malevolent acts and natural hazards; the resilience of pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, and/or other automated systems which are utilized by the system; the monitoring practices of the system; the use, storage, or handling of various chemicals by the system; and the operation and maintenance of the system.*

*Following completion of the Risk and Resilience Assessment, the Borough will submit the required certification to the EPA Administrator that it has conducted the RRA. The Borough will further update its emergency response plan (ERP) to incorporate the findings of the RRA and certify same to the EPA Administrator within six months after certifying completion of the RRA.*



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Mitchell Stern**  
**Borough Manager**  
[mstern@mtnlakes.org](mailto:mstern@mtnlakes.org)

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

*Nicole Foley Kraft, Supervisor*

*Re: Administrative Order, Docket No. SDWA-02-2023-8064*

*PWS ID No. NJ1425001*

*Mountain Lakes Water Department*

*August 16, 2023*

*The schedule for accomplishing the above-described actions are as follows:*

- *Undertake and complete the Risk & Resiliency Assessment by December 31, 2023.*
- *Submit certification of RRA completion by January 31, 2024.*
- *Update the ERP and submit certification of same by July 31, 2024.*

I certify, under penalty of law, that the information contained in or accompanying this submission is true, accurate and complete based upon representations as to accuracy and completeness made to me either orally or through submission of documentation by appropriate personnel with responsibility for the matters contained herein.

Respectfully,

Mitchell Stern  
Borough Manager



## RESOLUTION AND ORDINANCE REVIEW FOR THE SEPTEMBER 27, 2023 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

---

### **RESOLUTIONS**

---

**R176-23, CANCELLING 2022 HISTORIC PRESERVATION GRANT** - this resolution authorizes the Borough to cancel the remaining balance of the Historic Preservation grant for the Morris Lakes Train Station, as the total cost was less than the grant amount. The funds remaining cannot be used for other purposes.

**R177-23, CANCELLING 2022 HIGHLANDS INITIAL ASSESSMENT GRANT** - this resolution authorizes the Borough to cancel the remaining balance of the Highlands Initial Assessment grant, as the total cost was less than the grant amount. The funds remaining cannot be used for other purposes.

**R178-23, AUTHORIZING THE DISCRETIONARY AWARD OF A CONTRACT FOR PLUMBING SUPPLIES AND RELATED MATERIALS TO WALLINGTON PLUMBING 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. Purchases are for the Borough Hall Renovation Project, along with DPW maintenance needs.

**R179-23, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION PHASE OF THE SUNSET LAKE DAM REHABILITATION PROJECT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND FERRIERO ENGINEERING** - this resolution authorizes the Borough to enter into an agreement with Ferriero Engineering for engineering services regarding construction phase of the Sunset Lake Dam Rehabilitation project.

**R180-23, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR AMERICA'S WATER INFRASTRUCTURE ACT – RISK & RESILIENCY ASSESSMENT SERVICES** – this resolution authorizes the Borough to enter into an agreement with Suburban Consulting Engineers for engineering services to perform a Risk and Resiliency Assessment Plan in accordance with requirements of the America's Water Infrastructure Act.

**R181-23, AUTHORIZING A CONTRACT WITH NIELSEN OF MORRISTOWN UNDER NJ STATE CONTRACT #23-FLEET-34933** - this resolution authorizes the Borough to enter into an agreement with Nielsen of Morristown utilizing NJ State Contract #23-Fleet-34933, to purchase two police vehicles. This purchase had been discussed and approved during the annual budget process.

**R182-23, AUTHORIZING THE DISCRETIONARY AWARD OF A CONTRACT TO PURCHASE AN ATV FROM H & H OUTDOOR POWERSPORTS IN AN AMOUNT THAT MAY EXCEED \$17,500 BUT WILL BE LESS THAN \$44,000** - this resolution is necessary due to the anticipated purchase exceeding \$17,500. This resolution replaces Resolution 182-23. The vendor in Resolution 123-23, Ledgewood Powersports, was unable to complete the purchase.

**R83-23, REQUESTING APPROVAL OF ITEM OF REVENUE AND APPROPRIATION UNDER N.J.S.A. 40A: 4-87 FOR THE BPU CLEAN FLEET ELECTRIC VEHICLE GRANT IN THE AMOUNT OF \$4,000.00** - passage of this resolution will amend the Borough's 2023 budget to include the BPU Clean Fleet Electric Vehicle grant and allow the funds to be applied to the recent purchase of the Tesla police vehicle.

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### **ORDINANCES TO INTRODUCE**

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None.

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***ORDINANCES TO ADOPT***

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**14-23, AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND PROHIBITING PUBLIC URINATION OR DEFECATION** – this ordinance, requested by the Police Chief, in concurrence with the Borough Manager, provides Borough police officers enforcement powers to address incidents of individuals urinating / defecating in public when they arise.

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

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

**ORDINANCE 14-23**

**“ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF  
THE BOROUGH OF MOUNTAIN LAKES AND PROHIBITING PUBLIC  
URINATION OR DEFECATION”**

**NOW THEREFORE, 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.** The Revised General Ordinance of the Borough of Mountain Lakes shall be amended by the inclusion of new Chapter 175 which shall be entitled “Public Urination or Defecation” and shall read, in its entirety, as follows:

**Chapter 175**

**175- 1 Public Urination or Defecation.**

It shall be unlawful for any person to urinate or defecate in public places, parking lots accessible to the public, streets, or in the public view.

**175-2 Violations and Penalties**

Any person(s) found to be in violation of the provisions of this article shall be subject to penalties set forth in Article III of Chapter 1.

**Section 2.** If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

**Section 3.** All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.



[illegible]

Cara Fox, Borough Clerk

**Adopted: 9/27/23**

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

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

**RESOLUTION 175-23**

**“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 September 27, 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 September 27, 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: 09/27/2023 For bills from 09/08/2023 to 09/21/2023

Check#	Vendor	Description	Payment	Check Total
22710	101 - 84 LUMBER COMPANY	PO 27617 BH: RENOVATIONS - BATHROOM/MILLWORK	1,427.97	
		PO 27656 BH: RENOVATIONS - SUPPLIES	420.96	1,848.93
22711	196 - ALLIED OIL	PO 27094 DPW - UNLEADED FUEL - NJ STATE CONTRACT	2,953.02	2,953.02
22712	3861 - AMAZON CAPITAL SERVICES	PO 27499 BH: ORDER# 112-2165935-8153051	440.72	
		PO 27510 POLICE: ORDER# 112-7576443-7506659	39.97	
		PO 27537 TAX COLLECTOR: ORDER# 112-4703934-177865	185.30	665.99
22713	189 - ANCHOR ACE HARDWARE	PO 26368 DPW BATHROOM RENOVATION - BLANKET	3.99	
		PO 27129 DPW / WATER DEPT - DEPARTMENT SUPPLIES -	167.08	
		PO 27576 POLICE: MISC SUPPLIES	267.06	
		PO 27635 POLICE: MISC SUPPLIES	29.00	467.13
22714	102 - ANDERSON & DENZLER ASSOC., INC	PO 27653 AUGUST 2023 PROFESSIONAL SERVICES	1,978.35	
		PO 27653 AUGUST 2023 PROFESSIONAL SERVICES	2,618.93	
		PO 27653 AUGUST 2023 PROFESSIONAL SERVICES	2,755.55	
		PO 27653 AUGUST 2023 PROFESSIONAL SERVICES	179.25	7,532.08
22715	4375 - ARCO CONSTRUCTION, INC	PO 27579 BH: RENOVATIONS - METAL	10,100.00	10,100.00
22716	4442 - ATLANTIC BUILDING SPECIALTIES	PO 27071 BH: RENOVATIONS - BOBRICK	830.00	830.00
22717	3957 - ATLANTIC COAST RECYLING, LLC	PO 27174 RECYCLING COSTS - 2023 - BLANKET	2,419.94	2,419.94
22718	4499 - BLACK LAGOON	PO 27625 2023 LAKES MANAGEMENT - SEPTEMBER	4,275.00	4,275.00
22719	2564 - BSN SPORTS LLC	PO 27373 Soccer Goals Taft Field	8,004.67	8,004.67
22720	4368 - BUY WISE AUTO PARTS, INC.	PO 26974 POLICE VEHICLE REPAIRS - BLANKET	313.67	313.67
22721	4491 - C.R. LAURENCE CO., INC	PO 27223 BH: RENOVATIONS - WINDOWS	4,956.30	
		PO 27565 BH: RENOVATIONS - FIXED GLASS	1,012.21	5,968.51
22722	2196 - CHRISTINA WHITAKER	PO 26467 2023 QUARTERLY HEALTH BENEFITS REIMBURSE	550.02	550.02
22723	4150 - CLEARY GIACOBBE ALFIERIE JACOBS,	PO 27614 AUGUST 2023 LEGAL ATTORNEY SERVICES	969.00	969.00
22724	455 - CONDURSOS GARDEN CENTER	PO 27609 BUILDINGS & GROUNDS: BOROUGH APPEARANCE	120.00	120.00
22725	1481 - CORE & MAIN, LP	PO 24354 FURNISH & INSTALL WATER METERS - RESO# 1	28,275.00	
		PO 27532 WATER DEPARTMENT: EQUIPMENT & TOOLS - BL	109.75	28,384.75
22736	607 - DEPT OF ENVIRONMENTAL PROTECTI	PO 27594 DPW: Air Quality Permit GP-004B	885.00	885.00
22727	2971 - DIRECT ENERGY BUSINESS	PO 27607 WATER: ELECTRIC SERVICE	329.33	329.33
22728	2971 - DIRECT ENERGY BUSINESS	PO 27608 BORO GARAGE: ELECTRIC SERVICE	19.93	19.93
22729	2971 - DIRECT ENERGY BUSINESS	PO 27610 PARKS & BEACHES: ELECTRIC SERVICE	119.10	119.10
22730	2971 - DIRECT ENERGY BUSINESS	PO 27611 BORO HALL: ELECTRIC SERVICE	444.87	444.87
22731	2971 - DIRECT ENERGY BUSINESS	PO 27612 SEWER: ELECTRIC SERVICE	30.13	30.13
22732	4119 - DOUGLAS EDLER	PO 27605 DPW: CELL PHONE REIMBURSEMENT	120.00	120.00
22733	652 - DOVER BRAKE AND CLUTCH CO. INC	PO 27336 DPW- EQUIPMENT REPAIR - BLANKET	140.23	
		PO 27559 S&R: EQUIPMENT REPAIR	303.94	444.17
22734	3270 - EAGLE POINT GUN	PO 27566 POLICE: AMMUNITION	4,332.47	4,332.47
22735	4061 - EXTECH BUILDING MATERIALS	PO 27589 BH: RENOVATIONS	43.42	43.42
22736	3109 - FERRIERO ENGINEERING, INC	PO 27655 PROJ ID: 12MLJ06 SUNSET LAKE DAM - AUGUS	1,854.21	1,854.21
22737	4459 - FIELDTURF USA, INC	PO 26942 TENNIS COURT PROJECT - COOP: ESCNJ/BEPA-	197,744.40	197,744.40
22738	4514 - GALLS, LLC	PO 27358 POLICE: CROSSING GUARD EQUIPMENT	160.34	160.34
22739	3948 - GARDEN MAGIC LLC	PO 27593 PARKS GENERAL MAINTENANCE - THE COVE	142.50	142.50
22740	876 - GARDEN STATE LABORATORIES, INC	PO 26973 WATER DEPARTMENT - 2023 TREATMENT OF WEL	168.00	
		PO 27596 WATER DEPT-TREATMENT OF WELLS-BLANKET	3,644.00	3,812.00
22741	3049 - GENERAL CODE	PO 26799 CLERK: CUST#MO1514 - ANNUAL MAINTENANCE	1,061.00	1,061.00
22742	503 - HERBERT J. COHRS	PO 26417 2023 QUARTERLY HEALTH BENEFITS REIMBURSE	1,431.51	1,431.51
22743	2740 - HILTI, INC.	PO 27584 BH: RENOVATIONS - FLOOR SUPPLIES	1,021.41	1,021.41
22744	3817 - IL TORRENTE PIZZA	PO 27558 DPW - MEALS - BLANKET	170.55	170.55
22745	4507 - INFINITY FLOORS	PO 27245 BH: RENOVATIONS - CARPET TILES	21,240.00	21,240.00
22746	859 - JCP&L	PO 27625 MASTER ACCT#200 000 574 000/ BILL DATE:	36.45	
		PO 27627 ACCT#100 076 421 971/ BILL PRD: 8/05 - 9	62.00	
		PO 27628 MAST ACCT# 200 000 021 275 / BILL DATE:	228.69	
		PO 27629 M/A #200 000 020 764/ BILL DATE: SEPT 12	101.12	428.26
22747	859 - JCP&L	PO 27631 M/A #200 000 054 011/ BILL DATE: SEPT 07	236.45	236.45
22748	4301 - JENNIFER R. JACOBUS	PO 27543 REFUND DUE TO SUCCESSFUL STATE TAX APPEA	35,776.48	35,776.48
22749	3789 - JPMONZO, MUNICIPAL CONSULTING LLC.	PO 27622 FINANCE: WEBINAR - BUDGET AND FAST UPDAT	50.00	50.00
22750	1074 - JW PIERSON CO.	PO 26897 DPW - DEISEL FUEL - BLANKET	360.75	360.75
22751	4231 - KUIKEN BROTHERS COMPANY	PO 27582 BH: RENOVATIONS - CEILINGS	2,082.72	2,082.72
22752	4262 - L & W SUPPLY CORPORATION	PO 27429 BH: RENOVATIONS - FLASHING	1,268.00	1,268.00
22753	2436 - LAKELAND AUTO PARTS	PO 27556 POLICE: VEHICLE REPAIRS - BLANKET	452.76	452.76
22754	2561 - LIFESAVERS, INC.	PO 27032 POLICE: CPR CLASS	190.00	190.00
22755	1851 - MAJOR AUTOMOTIVE INSTALLATIONS	PO 27509 POLICE: VEHICLE EQUIPMENT	78.50	78.50
22756	2308 - MCNERNEY & ASSOCIATES, INC.	PO 27613 LEGAL: TAX APPEAL -REVIEWS, ANALYSIS AND	600.00	600.00
22757	4516 - MILLER ENERGY CO	PO 27598 WATER DEPARTMENT - WELL REPAIRS	27.00	27.00
22758	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 26969 SOLID WASTE DISPOSAL - BLANKET	12,696.84	12,696.84
22759	1311 - MORRIS CTY TREASURER	PO 27112 MORRIS COUNTY COMMUNICAITONS DISPATCH SE	26,447.42	26,447.42
22760	4196 - MOUNTAIN LAKES REALTY, LLC	PO 27616 BH: OCT 2023 LEASE PAYMENTS FOR TEMP BOR	2,575.00	2,575.00
22761	1394 - MTN. LAKES PUBLIC LIBRARY	PO 26924 JUNE - DEC 2023 MTN LAKES PUBLIC LIBRARY	30,936.25	30,936.25
22762	1472 - MURPHY MCKEON P.C.	PO 26891 2023 LEGAL/ RETAINER FEES - BLANKET	4,166.66	



**List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT**

Meeting Date: 09/27/2023 For bills from 09/08/2023 to 09/21/2023

Check#	Vendor	Description	Payment	Check Total
22763	2397 - NAPA AUTO PARTS	PO 27592 AUGUST 2023 LEGAL SERVICES - TAX APPEALS	1,350.00	5,516.66
22764	4235 - NET2PHONE, INC.	PO 27575 POLICE VEHICLE REPAIRS - BLANKET	38.09	38.09
22765	1553 - NEW JERSEY NATURAL GAS	PO 26391 2023 DEDICATED EFAX LINE - ACCT# 954962	32.67	32.67
22766	3338 - NEW JERSEY REGISTRAR'S ASSOCIATION	PO 27641 AUG - SEPT 2023 SERVICE	537.00	537.00
22767	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 27604 2023 NJ REGISTRAR'S CONFERENCE	95.00	95.00
22768	4213 - OPTIMUM	PO 27004 2023 DENTAL PREMIUMS - GROUP 1624 - MAY	2,676.00	2,676.00
22769	4199 - PASSAIC METAL & BUILDING SUPPLIES	PO 27520 2023 BORO (TEMP SPACE) INTERNET SVCS. AC	170.64	170.64
22770	3890 - RDC DESIGN GROUP, LLC	PO 27632 BH: RENOVATIONS	94.50	94.50
22771	1734 - READYREFRESH BY NESTLE	PO 27597 GODADDY REIMBURSEMENT/SUBSCRIPTION - SSL	2,067.64	2,067.64
22772	417 - RONALD CARROLL	PO 26911 2023 BLANKET (2) - ACCT# 0016496903	256.92	256.92
22773	4372 - SEACOAST BUSINESS FUNDING (SBF)	PO 26661 2023 QUARTERLY HEALTH BENEFITS REIMBURSE	1,556.62	1,556.62
22774	1948 - SHEAFFER SUPPLY, INC.	PO 27577 POLICE: OUTSIDE DETAIL HELP FOR 3/1/23 M	1,506.60	1,506.60
22775	1994 - SHERWIN-WILLIAMS COMPANY	PO 27637 BH: RENOVATIONS	204.40	204.40
		PO 27618 BH: RENOVATIONS - PAINT SUPPLIES	2,351.07	
		PO 27636 BH: RENOVATIONS - PAINTING	226.00	2,577.07
22776	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 27527 POLICE: ORDER# 7614186567	158.78	158.78
22777	2745 - STATE OF NEW JERSEY	PO 27621 3RD QTR 2021 UNEMPLOYMENT	191.54	191.54
22778	4545 - STEVEN T. LEE & JULIE LIN	PO 27649 REFUND OF OVERPAYMENT OF TAXES BLOCK 31	14,010.46	14,010.46
22779	1943 - STRUCTURAL STONE CO., INC.	PO 27396 BH RENO: MATERIALS	3,390.00	3,390.00
22780	1981 - SUBURBAN DISPOSAL, INC	PO 27126 SOLID WASTE / RECYCLING COLLECTION 202	67,666.66	
		PO 27324 SOLID WASTE - DPW YARD DUMPSTER SERVICE	1,050.00	68,716.66
22781	603 - TOWNSHIP OF DENVILLE	PO 26943 2023 SHARED MUNICIPAL COURT SERVICES - B	15,323.00	15,323.00
22782	1536 - TREAS, STATE OF NJ - D.O.H.	PO 27590 AUGUST 2023 DOG LICENSE FEES	1.20	1.20
22783	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 26949 2023 SEWER MAINTENANCE CHARGES - BLANKET	37,397.05	37,397.05
22784	2977 - UGI ENERGY SERVICES, INC.	PO 27638 CUST# J0001077, 1078, 1079 - MOUNTAIN LA	2.23	2.23
22785	1062 - UNITED SITE SERVICES	PO 26363 DPW BATHROOM RENOVATION	43.75	
		PO 26961 PORTA JOHNS - 2023 MAY-DEC - CUST ID# 1	431.00	474.75
22786	2115 - USDA APHIS, GENERAL	PO 27624 APHIS - GOOSE MANAGEMENT - CUST# 6001777	1,201.12	1,201.12
22787	4480 - VERIZON	PO 27489 PD: 2023 INTERNET SERVICES; ACCT 357-156	139.00	139.00
22788	4481 - VERIZON	PO 27490 DPW: 2023 INTERNET SERVICES ACCT# 457-15	28.71	
		PO 27490 DPW: 2023 INTERNET SERVICES ACCT# 457-15	41.58	
		PO 27490 DPW: 2023 INTERNET SERVICES ACCT# 457-15	28.71	99.00
22789	2135 - VERIZON WIRELESS	PO 27606 ACCT# 882388054-00001 / AUG 05 - SEPT 04	664.73	664.73
22790	4499 - WALLINGTON PLUMBING & HEATING SUPPLY CO.	PO 27276 BH: RENOVATIONS - HVAC BLANKET	149.88	149.88
22791	4003 - WARSHAVER ELECTRIC SUPPLY CO.	PO 27526 BH: RENOVATIONS - EXIT SIGNS	4,655.00	4,655.00
22792	4225 - WILLIAMS SCOTSMAN, INC	PO 26340 BH: RENOVATIONS - 2023 TRAILER RENTAL -	273.75	273.75
TOTAL				589,193.44

## Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-18-001-000	CURRENT YEAR TAXES RECEIVED			14,010.46	
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	1,156.00			
01-201-20-130-020	FINANCE - OTHER EXPENSES	50.00			
01-201-20-140-020	COMPUTER SERVICES	2,377.28			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	185.30			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	7,085.66			
01-201-20-165-020	ENGINEERING SERVICES	2,618.93			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	6,214.15			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	5,262.11			
01-201-25-250-020	INTERLOCAL SERVICES: MC DISPATCH - OE	26,447.42			
01-201-25-251-020	INTERLOCAL SERVICES: DENVILLE COURT - OE	15,323.00			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	1,828.38			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	83,479.11			
01-201-26-306-020	Recycling Tax	354.33			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	370.93			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	804.52			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	6,049.62			
01-201-29-390-020	AID TO PUBLIC LIBRARY	30,936.25			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	983.47			
01-201-31-437-020	NATURAL GAS	539.23			
01-201-31-440-020	TELECOMMUNICATIONS	697.40			
01-201-31-447-020	PETROLEUM PRODUCTS	3,313.77			
01-260-05-100	DUE TO CLEARING			0.00	245,863.80
01-400-65-100	Fund Balance Clearing			35,776.48	

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
<b>TOTALS FOR</b>	<b>Current Fund</b>	<b>196,076.86</b>	<b>0.00</b>	<b>49,786.94</b>	<b>245,863.80</b>
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19			1,854.21	
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			58,763.31	
04-215-55-991-000	2021 CAPITAL ORDINANCE 10-21			28,275.00	
04-215-55-992-000	2022 CAPITAL ORDINANCE 2-22			47.74	
04-215-55-994-000	2023 CAPITAL ORDINANCE 2-23			197,744.40	
04-215-55-996-000	2023 CAPITAL ORDINANCE 8-23			12,266.82	
04-260-05-100	DUE TO CLEARING			0.00	298,951.48
<b>TOTALS FOR</b>	<b>General Capital</b>	<b>0.00</b>	<b>0.00</b>	<b>298,951.48</b>	<b>298,951.48</b>
05-201-55-520-520	Water Operating - Other Expenses	6,513.83			
05-260-05-100	DUE TO CLEARING			0.00	6,513.83
<b>TOTALS FOR</b>	<b>Water Operating</b>	<b>6,513.83</b>	<b>0.00</b>	<b>0.00</b>	<b>6,513.83</b>
07-201-55-520-520	Sewer Operating - Other Expenses	37,671.59			
07-260-05-100	DUE TO CLEARING			0.00	37,671.59
<b>TOTALS FOR</b>	<b>Sewer Operating</b>	<b>37,671.59</b>	<b>0.00</b>	<b>0.00</b>	<b>37,671.59</b>
13-260-05-100	DUE TO CLEARING			0.00	1.20
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			1.20	
<b>TOTALS FOR</b>	<b>Animal Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>1.20</b>	<b>1.20</b>
14-260-05-100	Due to Clearing			0.00	191.54
14-300-60-000-000	RESERVE FOR UNEMPLOYMENT INSUR			191.54	
<b>TOTALS FOR</b>	<b>Unemployment Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>191.54</b>	<b>191.54</b>
Total to be paid from Fund 01 Current Fund		245,863.80			
Total to be paid from Fund 04 General Capital		298,951.48			
Total to be paid from Fund 05 Water Operating		6,513.83			
Total to be paid from Fund 07 Sewer Operating		37,671.59			
Total to be paid from Fund 13 Animal Trust		1.20			
Total to be paid from Fund 14 Unemployment Trust		191.54			
		589,193.44			



## Checks Previously Disbursed

22709 NJ MOTOR VEHICLE COMMISSION PO# 27634 POLICE; TESLA REGISTRATION 85.00 9/19/2023

85.00

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund	85.00	245,863.80	245,948.80
Fund 04 General Capital		298,951.48	298,951.48
Fund 05 Water Operating		6,513.83	6,513.83
Fund 07 Sewer Operating		37,671.59	37,671.59
Fund 13 Animal Trust		1.20	1.20
Fund 14 Unemployment Trust		191.54	191.54

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
	BILLS LIST TOTALS	85.00	589,193.44	589,278.44	



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

Meeting Date: 09/27/2023 For bills from 09/08/2023 to 09/21/2023

Check#	Vendor	Description	Payment	Check Total
5583	2564 - BSN SPORTS LLC	PO 27373 Soccer Goals Taft Field	989.98	989.98
5584	765 - FIRST STUDENT, INC	PO 27578 2023 Teen Camp - Surf Camp Week 7/31-8/4	4,687.50	4,687.50
5585	4539 - THOMAS C. MAROTTA	PO 27642 2022-2023 Custom Sailing Storage Box	12,122.42	12,122.42
TOTAL				17,799.90

**Summary By Account**

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	17,799.90
33-600-00-090-000	Recreation Trust Reserves			17,799.90	
TOTALS FOR	Recreation Trust	0.00	0.00	17,799.90	17,799.90

Total to be paid from Fund 33 Recreation Trust

17,799.90

17,799.90

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

Meeting Date: 09/27/2023 For bills from 09/08/2023 to 09/21/2023

Check#	Vendor	Description	Payment	Check Total
5374	4485 - THE CRAIG SCHOOL	PO 27146 ESCROW REFUND	1,784.25	1,784.25
	TOTAL			1,784.25

**Summary By Account**

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	1,784.25
17-500-00-091-402	THE CRAIG SCHOOL			1,784.25	
<b>TOTALS FOR</b>	<b>Developer's Escrow</b>	<b>0.00</b>	<b>0.00</b>	<b>1,784.25</b>	<b>1,784.25</b>

Total to be paid from Fund 17 Developer's Escrow

1,784.25

1,784.25

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

**RESOLUTION 176-23**

**“RESOLUTION CANCELLING 2022 HISTORIC PRESERVATION GRANT”**

**WHEREAS**, there is a receivable with an offsetting appropriation from the Morris County Historic Preservation Trust Fund for the Mountain Lakes Train Station in the amount of \$1,500.00 and local matching funds in the amount of \$375.00 and,

**WHEREAS**, this receivable, appropriation, and matching funds are no longer needed by 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 receivable, appropriation, and matching funds be cancelled.

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 September 27, 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 177-23**

**“RESOLUTION CANCELLING 2022 HIGHLANDS INITIAL ASSESSMENT GRANT”**

**WHEREAS**, there is a receivable with an offsetting appropriation from the Highlands Water Protection and Planning Council for the Mountain Lakes Initial Assessment Grant in the amount of \$55.00 and,

**WHEREAS**, this receivable and appropriation are no longer needed by 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 receivable and appropriation be cancelled.

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 September 27, 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 178-23**

**“RESOLUTION AUTHORIZING THE DISCRETIONARY AWARD OF A CONTRACT FOR PLUMBING SUPPLIES AND RELATED MATERIALS TO WALLINGTON PLUMBING IN AN AMOUNT THAT MAY EXCEED \$17,500 BUT WILL BE LESS THAN \$44,000”**

**WHEREAS**, the Borough of Mountain Lakes has a need to purchase plumbing supplies and related materials for the Borough Hall Renovation Project; and

**WHEREAS**, the Borough of Mountain Lakes has identified Wallington Plumbing as a supplier of the plumbing supplies and related materials: and

**WHEREAS**, it is anticipated that the purchase contract with Wallington Plumbing will exceed \$17,500 but be 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**, Wallington Plumbing 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 will certify that funds are available upon submission of a purchase requisition, 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 September 27, 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 179-23**

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR CONSTRUCTION PHASE OF THE SUNSET  
LAKE DAM REHABILITATION PROJECT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND FERRIERO ENGINEERING,  
INC.”**

**WHEREAS**, there exists the need for professional engineering services in connection with the Construction Phase of the Sunset Lake Dam Rehabilitation Project for the Borough of Mountain Lakes; and

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

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

**Section 1.** The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with **Ferriero Engineering, Inc.** for professional engineering services regarding the Construction Phase of the Sunset Lake Dam Rehabilitation Project for the Borough of Mountain Lakes as set forth in the attached contract.

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

**Section 3.** A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

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

04-215-55-997-002 – Ordinance 12-23 Section 20 Costs \$120,000.00

  
Monica Goscicki, CFO



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

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

September 12, 2023

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

Re: Sunset Lake Dam Rehabilitation  
Contract Management and Inspection and Contingency Costs  
Project No. 12ML106

Dear Mitchell:

As requested, this letter provides a breakdown of the costs associated with the construction phase of the Sunset Lake Dam Rehabilitation Project.

Contract Management/Inspection – Ferriero Engineering, Inc. – This work includes the contract management of the project for reviewing submittals, answering inquiries, reviewing payment requests, etc., as well as the routine on-site inspections by Ferriero Engineering staff. The inspections exclude the “specialty” inspections outlined below. The work will be completed on a time and material basis in accordance with our fee schedule. It is recommended that \$120,000.00 be budgeted for this work.

Structural Concrete Inspections – The attached proposal from Courel Engineering, LLC outlines the scope of work and costs for the inspection of the structural concrete. The total cost in this proposal is \$20,025.00.

Geotechnical Inspections – The attached proposal from GZA provides the cost for the geotechnical inspections for the dam work. The total cost for this is \$44,460.00.

The grand total of the inspection/contract management is \$184,485.00. It is recommended that \$190,000.00 be budgeted for this work.

• • •

Ferriero Engineering, Inc.  
September 12, 2023  
Page 2

**Re: Sunset Lake Dam Rehabilitation  
Contract Management, Inspection and Contingency Costs  
Project No. 12ML106**

Please let me know if you have any questions or require further information.

Very truly yours,



Paul W. Ferriero, PE, CME  
Ferriero Engineering, Inc.

Proposal Accepted by:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



**Re: Sunset Lake Dam Rehabilitation  
Contract Management, Inspection and Contingency Costs  
Project No. 12ML106**

**FERRIERO ENGINEERING, INC.-GENERAL CONTRACT PROVISIONS**

- A. The Standard of care for all professional engineering and related services performed or furnished by FEI under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. FEI makes no warranties, expressed or implied, under this agreement or otherwise, in connection with the services provided.
- B. FEI makes no representations regarding the likelihood that a project will receive approval and makes no representations about the timeframe for review by local, state or other review agencies.
- C. The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
- D. FEI shall not at any time supervise, direct, or have control over any contractors work, nor shall FEI have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs of incident to a contractors work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractors work.
- E. The Client is responsible for monitoring the status and expiration dates of approvals and permits issued to Client. FEI assumes no liability for any loss or damages resulting from the expiration of permits or approvals.
- F. FEI shall not be responsible for the acts or omissions of any contractor, subcontractor, supplier, or of any contractors agents or employees or any other persons (except FEI's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made on interpretations or clarifications of the construction contract given by Client without the consultation and advice of Engineer.
- G. FEI accepts no responsibility for information provided by the client or others for our use including, but not limited to, boundary and topographic surveys, soil logs and permeability tests, and other pertinent site information. The client waves any

**Re: Sunset Lake Dam Rehabilitation  
Contract Management, Inspection and Contingency Costs  
Project No. 12ML106**

claims against Ferriero Engineering, Inc. arising from errors, omissions, or inaccuracies in documents or other information provided to us by others.

H. All design documents prepared or furnished by FEI are instruments of service, and FEI retains an ownership and property interest (including copyright and the right to reuse) in such documents, whether or not the Project is completed. The client may obtain copies for information and reference in connection with the project provided that fees for services rendered have been paid in full. In addition, the reasonable costs of research and reproduction for copies or records shall be paid.

I. To the fullest extent permitted by law, client and FEI (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners and consultants, any and all claims for or entitlement to special, incidental, indirect or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that FEI's total liability to Client under this Agreement shall be limited to \$50,000.00 or the total amount of compensation received, whichever is less.

J. Any dispute arising out of the services rendered shall be brought in the Morris County Superior Court without a jury. In the event FEI is required to pursue legal action for the collection of fees, FEI will be entitled to reasonable attorney's fees. In the event that a claim is made against FEI, the recovery is limited to the amount of the costs of the services provided.

\_\_\_\_\_ initials

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

**RESOLUTION 180-23**

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR AMERICA’S  
WATER INFRASTRUCTURE ACT – RISK & RESILIENCY ASSESSMENT SERVICES BETWEEN THE BOROUGH OF MOUNTAIN  
LAKES AND SUBURBAN CONSULTING ENGINEERS, INC.”**

**WHEREAS**, there exists the need for professional engineering services for America’s Water Infrastructure Act – Risk & Resiliency Assessment Services for the Borough of Mountain Lakes; and

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

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

**Section 1.** The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Suburban Consulting Engineers, Inc. for professional engineering services for the Borough of Mountain Lakes as set forth in the attached proposal dated August 23, 2023.

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

**Section 3.** A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on September 27, 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**  
05-201-55-520-568 - Water Operating - Risk & Resiliency Asse \$15,000.00

  
Monica Gosicki, CFO

**Borough of Mountain Lakes  
Contract Review Checklist**

**Vendor / Professional:** Suburban Engineers

**Service Provided:** Risk & Resiliency Assessment

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

**Reviewed by:** Cara Fox **Date:** 9/20/23

**Verified by:**  **Date:** 9/20/23



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

**THIS AGREEMENT**, made this 19 day of September, 2023 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Suburban Consulting Engineers, Inc., Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 8/23/2023 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$15,000.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:  
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES  
IN THE COUNTY OF MORRIS

By: \_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Date

WITNESS ATTEST:  
CONTRACTOR

CONTRACTOR

By: Brian K. Strout  
Brian K. Strout - Vice President

By: Reyna M. Burger  
Reyna M. Burger - President/Corporate Secretary  
(SEAL)

9/19/2023  
Date



August 23, 2023

**Via Electronic Mail (mstern@mtnlakes.org)**

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

Attn.: Mitchell Stern  
Borough Manager

Re.: Borough of Mountain Lakes, County of Morris, State of New Jersey  
Professional Engineering Services  
**America's Water Infrastructure Act - Risk & Resiliency Assessment Services**  
Our File No.: Proposal SCE-P13820.011

Dear Mr. Stern:

**SUBURBAN CONSULTING ENGINEERS, INC.** (SCE) is pleased to provide the following proposal to the Borough of Mountain Lakes (Borough) to perform a Risk & Resiliency Assessment Plan in accordance with requirements of the America's Water Infrastructure Act (AWIA) published on October 23, 2018.

The AWIA, as defined by the bill, is an Act to provide improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources, to provide for water pollution control activities, and for other purposes further detailed in the bill. For Drinking Water Systems, Section 2013 of the AWIA is an amendment to Section 1433 of the Safe Drinking Water Act (SDWA) which requires community water systems serving more than 3,300 persons to develop or update risk and resilience assessments and emergency response plans. The law specifies the topics these plans must address and also establishes deadlines by which community water systems must send certification of completion of the plans to the Environmental Protection Agency (EPA).

Accordingly, SCE will provide the following scope of services to the Borough to achieve and maintain compliance with the AWIA requirements. All services for this project will be performed under the direct supervision of a State of New Jersey licensed Professional Engineer (PE).

**Scope of Services**

The Risk & Resilience Assessment will be completed through the use of the EPA's Vulnerability Self-Assessment Tool Web Enabled (VSAT Web) 2.0. With VSAT Web 2.0, and a Risk & Resilience letter report will be generated. The report will outline and define the following items:

- Identify critical asset categories.
- Identify threat type: Malevolent Act or Natural Hazard.



- Perform baseline risk assessment for each asset threat including public health and economic consequences, estimation of threat likelihood, and estimation of vulnerability likelihood.
- Perform quantitative risk assessment.
- Perform countermeasure analysis, if any.

The following steps will be completed and prepared to develop a risk assessment through VSAT Web 2.0:

**1. Utility Information**

To commence the assessment, SCE will compile and include basic information for the Borough, including:

- Utility Name
- State
- Zip Code
- Population Served
- Ownership
- Average Daily Water Service (MGD)
- Average Rate (\$/1,000 Gallons)
- Comments and Notes (Optional)

**2. Utility Resilience Index**

Once the basic system information is input, the Utility Resiliency Index (URI) must be defined. There are twelve (12) indicators that represent attributes that help to calculate a utility's ability to absorb and/or cope with an incident and return to normal operations as quickly as possible. The following baseline information as/if available will need to be evaluated as part of the URI:

- Emergency Response Plan (ERP)
- National Incident Management System (NIMS) Compliance
- Mutual Aid and Assistance (MAA)
- Emergency Power for Critical Operations (EPOC)
- Minimum Daily Demand/Treatment (MDDT)
- Critical Parts and Equipment (CPE)
- Critical Staff Resilience (CSR)
- Business Continuity Plan (BCP)
- Utility Bond Rating (UBR)
- Government Accounting Standards Board (GASB) Assessment
- Unemployment Percentage
- Median Household Income (MHI)

Some of the aforementioned items will be required to be furnished by the Borough as available. The twelve (12) indicators are presented as drop-down options, and the





Borough will select the most appropriate selection for each indicator based on the availability or best match for the current situation. The statements are arranged from lowest to highest resilience for each of the twelve (12) indicators.

### 3. Identify the Utility's Critical Asset Categories and Relevant Threat Type

Determining water asset categories are critical for the Borough to treat and provide potable water to their customer base. SCE will rely on the existing Asset Management Plan (AMP) and ERP to sort the applicable Borough assets into the following categories:

- Physical Barriers – Encompasses physical security in place at the Borough. Possible examples include fencing, bollards, and perimeter walls; gates and facility entrances; intrusion detection sensors and alarms; access control systems (e.g., locks, card reader systems); and hardened doors, security grilles, and equipment cages.
- Source Water – Encompasses all sources that supply water (nineteen (19) groundwater production wells and two (2) bulk purchase agreements).
- Pipes & Constructed Conveyances, Water Collection, & Intake – Encompasses the infrastructure that collects and transports water from a source water to treatment or distribution facilities. Possible examples include holding facilities, intake structures and associated pumps, pipes, aqueducts, and other conveyances.
- Pretreatment & Treatment – Encompasses all unit processes that the Borough uses to ensure water meets regulatory public health and aesthetic standards prior to distribution to customers. While not all applicable to the Borough, possible examples include sedimentation, filtration, disinfection, and chemical treatment. For the risk assessment, individual treatment processes at a facility may be grouped together and analyzed as a single asset if they have a similar risk profile (i.e., disinfection at each of the production wells).
- Storage & Distribution Facilities – Encompasses all infrastructure used to store water after treatment, maintain water quality, and distribute water to customers. Possible examples include residual disinfection, pumps, tanks, reservoirs, valves, pipes, and meters.
- Electronic, Computer, or other Automated Systems (Including the Security of Such Systems) – Encompasses all treatment and distribution process control systems, business enterprise Information Technology (IT), and communications systems (other than financial), and the processes used to secure such systems. Possible examples include the sensors, controls, monitors, and other interfaces, plus related IT hardware and software and communications, used to control water collection, treatment, and distribution. This also includes IT hardware, software, and communications used in business enterprise operations. The assessment must account for the cybersecurity of these systems.



- Monitoring Practices – Encompasses the processes and practices used to monitor source water and finished water quality, along with any monitoring systems not captured in other asset categories. Possible examples include sensors, laboratory resources, sampling capabilities, and data management equipment and systems.
- Financial Infrastructure – Encompasses equipment and systems used to operate and manage utility finances. Possible examples include billing, payment, and accounting systems, along with third parties used for these services.
- The Use, Storage, or Handling of Chemicals – Encompasses the chemicals and associated storage facilities and handling practices used for chemical disinfection and treatment. Assessments under this asset category should focus on the risk of uncontrolled release of a potentially dangerous chemical such as chlorine, where applicable.
- The Operation & Maintenance of the Utility – Encompasses critical processes required for operation and maintenance of the water system that are not captured under other asset categories. Possible examples include equipment, supplies, and key personnel. Assessments may focus on the risk to operations associated with dependency threats like loss of utilities (e.g., power outage), loss of suppliers (e.g., interruption in chemical delivery), and loss of key employees (e.g., disease outbreak or employee displacement).

After reviewing the critical asset categories, we will choose which threat type (Malevolent Act or Natural Hazard) are likely to pose a high risk to the utility's critical asset categories and its operations. High risk asset categories are those where a malevolent act or natural hazard presents a high risk to disrupt critical operations or to cause significant public health or economic impacts.

- Malevolent Acts are intentional acts carried out against the utility. Perpetrators may be an individual, group, or state, and attacks may be motivated by theft, terrorism, vandalism, or other objectives.
- Natural Hazards refer to climactic, geologic, or other natural phenomena. The Borough should consider potential impacts of the following types of natural hazards on their critical operations in each asset category: Earthquake, Flood, Hurricane, Ice storm, Tornado and Wildfire.

#### 4. Perform Risk Assessment (Quantitative)

This step involves performing a quantitative risk assessment for each asset/threat pair in terms of public health and economic consequences (developed utilizing the Water Health and Economic Analysis Tool (WHEAT) calculator), threat likelihood, and vulnerability likelihood. The EPA recommends that the quantitative risk assessment be limited to a small number of the assets and threats that present the highest risk. A high



number of asset/threat pairs in a single assessment will render the assessment difficult to complete and skew the interpretation of results.

#### 5. Countermeasure Analysis (Optional)

Once the baseline risk assessment is completed, the Borough can prepare countermeasure analysis for the asset/threat pairs identified earlier. A countermeasure analysis is not required for AWIA, but it is recommended. The countermeasure analysis allows you to compare the risk with existing countermeasures for an identified asset/threat pair with the risk after adopting potential additional countermeasures. ***The cost for the Countermeasure Analysis will be provided as an optional fee under a separate proposal, should the Borough be interested in preparing the analysis.***

#### 6. Prepare Report

After all data and evaluations are input, an autogenerated report can be prepared which will contain numerous sections beginning with Purpose, Methodology, Utility Overview information, a summary of the URI, Qualitative Risk Assessment, Quantitative Risk Assessment, and Countermeasure Risk Assessment (if performed). The assessment summary will include a monetized risk summary for each asset/threat pair including both the baseline and improvement estimates.

Upon completion of the Risk and Resilience Assessment, SCE will assist the Borough to self-certify the assessment either via regular mail, email, or a secure online portal.

#### Reimbursable Expenses

Anticipated reimbursable expenses for this project are included in the total fee outlined below. Additional expenses will be billed on a time and material basis in accordance with the Fee Structure provided below. Reimbursable expenses may include mileage, parking and tolls, overnight postage, messenger fees, and printing expenses.

#### **Fee Proposal**

SCE proposes to provide the above referenced scope of services for an **Estimated Fee of \$15,000\***. Invoicing for this project will summarize services provided in accordance with the Total Project fee limit.

*\*It should be noted that our fee is based on several assumptions for the scope of services provided in this proposal relative to project unknowns. If it is determined that there is a significant change of conditions that was not anticipated during the course of the project, SCE will notify the Borough prior to exceeding the contract amount to address the changes associated with the project and to establish an acceptable course of action needed to complete the scope of services.*



## **Project Schedule**

We are prepared to commence services within two (2) weeks of authorization to proceed and receipt of signed proposal or purchase order.

## **Services Not Included Unless Authorized**

It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Services and items which have not been included or made part of this proposal include but are not limited to the following:

- ERP Certification.
- Step 5 – Countermeasure Analysis.
- Surveying services.
- Owner or Contractor-initiated changes.
- Review agency required revisions.

## **Fee Structure**

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by Client or for Client-initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$195/hour
- Senior Project Manager \$190/hour
- Project Manager \$185/hour
- Senior Project Licensed Professional \$180/hour
- Project Licensed Professional \$170/hour
- Licensed Professional \$160/hour
- Senior Project Coordinator \$180/hour
- Project Coordinator \$175/hour
- Senior Designer/Senior Survey Analyst \$150/hour
- Designer/Survey Analyst \$135/hour
- Senior Environmental Scientist \$150/hour
- Environmental Scientist \$135/hour
- Senior Project GIS Analyst \$160/hour
- Project GIS Analyst \$150/hour
- GIS Analyst \$145/hour



- Senior GIS Technician \$135/hour
- GIS Technician \$125/hour
- Senior GIS Project Coordinator \$150/hour
- GIS Project Coordinator \$145/hour
- Senior Inspector \$135/hour
- Inspector \$125/hour
- Senior Technician \$130/hour
- Technician \$120/hour
- Project Administrator \$135/hour
- Administrative Support \$75/hour
- Equipment Unit Cost
  - Unmanned Aerial Systems / Remotely Operated Vehicle \$150/hour
  - Robotic/LiDAR \$50/hour
  - GPS \$25/hour
  - Environmental Injection Pump & Equipment \$150/day
- Any actual disbursements and expenses which we incur on your behalf, such as subconsultant fees, application/permit fees, delivery charges, parking, printing and toll charges will be billed at actual cost-plus 15 percent.
- Mileage will be billed in accordance with federal prevailing wage.

#### **Standard Contract Terms & Conditions**

In accordance with the above information, Client agrees to the following:

##### Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

##### Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

##### Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client





agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or sub-consultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Documents that may be relied upon by Client are limited to those that are signed or sealed by SCE. Unsigned files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Bid Phase Services

If this Agreement provides for any bid phase services by SCE, it is understood that any bid phase services described herein are associated with one (1) contract and one (1) bid period. Should the Client direct the project to be bid and constructed under multiple contracts or should the bid process fail to result in a successful contract award requiring the need to rebid



the project, SCE's services associated with multiple contracts or re-bidding any contract (original or revised) will be offered under a contract amendment to SCE's scope of services.

#### Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor. It is the Owner's responsibility to advise their contractor of these terms.

#### Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

#### Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

#### Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

#### Statute of Limitations

The parties agree that any action relating to an alleged breach of the Agreement shall be commenced within one year of the date of the breach, without regard to the date the



breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute.

#### Billing Schedule

Invoices will be provided monthly based on the Fee Proposal referenced above. Payment is due within fifteen (15) days from receipt of invoice. A 1-1/2 percent per month late charge will be applied for all past due invoices. Amounts not paid when due may be referred for collection and mechanic's lien rights may be exercised, with all costs, including reasonable attorney fees, charged to client. Both parties understand that work will be stopped if account is not current; deliverables will not be furnished if account is past due.

For approved Estimated Fees, time spent will be invoiced on an hourly basis up to the contract amount and will reflect employee time charges including comments for services performed. In the event we anticipate exceeding the approved fees, we will contact the Client for authorization to proceed. If the Client elects not to proceed, we will invoice for services completed to date.

For approved Lump Sum Fees, invoices will reflect a percent complete and will not include employee time or expense details. Each invoice will be prepared to reflect work completed to date on the project.

If this proposal meets with your approval, please sign below and return one (1) copy to my office. Alternatively, if a purchase order is to be issued, please reference the SCE proposal number (SCE-P13820.011) and date in order to properly document authorization. We shall consider an appropriately executed copy of this letter or purchase order as our formal contract and authorization to proceed. Please note that the fees stated in this proposal are valid for thirty (30) days from the date of this correspondence. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,

**SUBURBAN CONSULTING ENGINEERS, INC.**

By: 

Michael K. McAloon, PE, Assoc. DBIA, Assistant Corporate Secretary  
Senior Associate/Water Wastewater Department Manager

Accepted this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name & Title)

Borough of Mountain Lakes

**AFFIDAVIT OF NON-COLLUSION**

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

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

Subscribed and sworn to  
before me this day

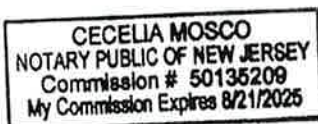
September 19, 2023

Cecelia Mosco

Signature of Notary

My Commission expires \_\_\_\_\_

(Seal)



[Signature]  
Signature of Applicant

Debra M. Burger  
Print Name President/corp. Sec.

N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**Goods, Professional Services and General Service Contracts**  
**(Mandatory Affirmative Action Language)**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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

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

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

Signature

Reyna M. Burger - President/Corporate Secretary

9/19/2023

Date



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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Suburban Consulting Engineers, Inc. Name of company  
has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one-year period preceding January 1, 2023 to any of the contract date  
following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Council of the Borough of Mountain Lakes as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Lauren Barnett	Melissa Muilenburg
Chris Cannon	Christopher Richter
Cynthia Korman	Khizar Sheikh
Thomas Menard	

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

Name of Stock or Shareholder	Home Address
Reyna M. Burger	40 Ridge Road, Succasunna, NJ 07876
Joseph D. Phil	40 Richard Drive, Mt. Arlington, NJ 07856
Erin B. Abline	8 Evergreen Avenue, Wharton, NJ 07885
Kevin P. Campbell	137 Roseville Road Byram NJ 07821
Leann E. Fetcho	14 Wellington Drive, Washington, NJ 07853

**Part 3 – Signature and Attestation:**

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

Name of Business Entity: Suburban Consulting Engineers, Inc.

Signed: [Signature] Title: President/Corporate Secretary  
Print Name: Reyna M. Burger Date: 9/19/2023

Subscribed and sworn before me this 19 day of

September, 2023

My Commission expires:

[Signature]  
(Affiant)  
Brian K. Strout - Vice President  
(Print name & title of affiant) (Corporate Seal)

**CECELIA MOSCO**  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 50136209  
My Commission Expires 8/21/2025

# Borough of Mountain Lakes


## CERTIFICATION OF NON-DEBARMENT FOR FEDERAL GOVERNMENT CONTRACTS

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

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

PART I: VENDOR INFORMATION	
Individual or Organization Name	Suburban Consulting Engineers, Inc.
Address of Individual or Organization	96 US Highway 206, Suite 101, Flanders, NJ 07836
DUNS Code (if applicable)	785617879
CAGE Code (if applicable)	8FPC2
Check the box that represents the type of business organization:	

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

PART II – CERTIFICATION OF NON-DEBARMENT: Individual or Organization			
I hereby certify that the individual or organization listed above in Part I is not debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the <i>Borough of Mountain Lakes</i> is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the <i>Borough of Mountain Lakes</i> to notify the <i>them</i> in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes, permitting them to declare any contract(s) resulting from this certification void and unenforceable.			
Full Name (Print):	Reyna M. Burger	Title:	President/Corporate Secretary
Signature:		Date:	9/19/2023

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

**Section A (Check the Box that applies)**

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

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

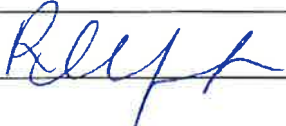
<input type="checkbox"/>	Below is the name and address of the stockholder in the corporation who owns more than 50 percent of the voting stock of the organization's parent entity, or of the partner in the partnership who owns more than 50 percent interest in the organization's parent entity, or of the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

**Section C – Part III Certification**

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

**Part I** or, if applicable, owns greater than 50 percent of a parent entity of \_\_\_\_\_.

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

Full Name (Print):	Reyna M. Burger	Title:	President/Corporate Secretary
Signature:		Date:	9/19/2023

**Part IV – CERTIFICATION OF NON-DEBARMENT: Contractor – Controlled Entities**

**Section A**



Below is the name and address of the corporation(s) in which the **Organization listed in Part I** owns more than 50 percent of voting stock, or of the partnership(s) in which the **Organization listed in Part I** owns more than 50 percent interest therein, or of the limited liability company or companies in which the **Organization listed above in Part I** owns more than 50 percent interest therein, as the case may be.

**Name of Business Entity**

**Business Address**

**\*\*Add additional sheets if necessary\*\***

**OR**




The **Organization listed above in Part I** does not own greater than 50 percent of the voting stock in any corporation and does not own greater than 50 percent interest in any partnership or any limited liability company.

**Section B (skip if no business entities are listed in Section A of Part IV)**



Below are the names and addresses of any entities in which an entity listed in Part III A owns greater than 50 percent of the voting stock (corporation) or owns greater than 50 percent interest (partnership or

		limited liability company).	
<b>Name of Business Entity Controlled by Entity Listed in Section A of Part IV</b>		<b>Business Address</b>	
<b>**Add additional Sheets if necessary**</b>			
<b>OR</b>			
<input type="checkbox"/>		No entity listed in Part III A owns greater than 50 percent of the voting stock in any corporation or owns greater than 50 percent interest in any partnership or limited liability company.	
<b>Section C – Part IV Certification</b>			
<p>I hereby certify that the <b>Organization listed above in Part I</b> does not own greater than 50 percent of any entity that that is debarred by the federal government from contracting with a federal agency and, if applicable, does not own greater than 50 percent of any entity that in turns owns greater than 50 percent of any entity debarred by the federal government from contracting with a federal agency. I further acknowledge: that I am authorized to execute this certification on behalf of the above-named organization; that the Borough of Mountain Lakes is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the date of contract award by the Borough of Mountain Lakes to notify them in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes permitting them to declare any contract(s) resulting from this certification void and unenforceable.</p>			
Full Name (Print):	Reyna M. Burger	Title:	President/Corporate Secretary
Signature:		Date:	9/19/2023



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


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

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

## Part I - Vendor Information

Vendor Name:	Suburban Consulting Engineers, Inc.		
Address:	96 US Highway 206, Suite 101		
City:	Flanders	State:	NJ Zip: 07836

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

	Reyna M. Burger	President/Corporate Secretary
Signature	Printed Name	Title

## Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.[illegible]☐ Check here if the information is continued on subsequent page(s)

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page \_\_\_\_ of \_\_\_\_

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

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{ County Executive }

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,  
CUSTOMIZABLE FORM.**

## STOCKHOLDER DISCLOSURE CERTIFICATION

### Name of Business:

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

OR

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

### Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☒ Subchapter S Corporation

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

### Stockholders:

Name: Reyna M. Burger	Name: Joseph D. Phil
Home Address: 40 Ridge Road, Succasunna, NJ 07876	Home Address: 40 Richard Drive, Mt. Arlington, NJ 07856
Name: Erin B. Abline	Name: Kevin P. Campbell
Home Address: 8 Evergreen Avenue, Wharton, NJ 07885	Home Address: 137 Roseville Road Byram NJ 07821
Name: Leann E. Fetcho	Name:
Home Address: 14 Wellington Drive, Washington, NJ 07853	Home Address:

Subscribed and sworn before me this 19 day of September, 2023

Cecelia Mosco  
(Notary Public)

My Commission expires:

**CECELIA MOSCO**  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 50135209  
My Commission Expires 8/21/2025

Reyna M. Burger  
(Affiant)

Reyna M. Burger - President/Corporate Secretary  
(Print name & title of affiant)

(Corporate Seal)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/19/2023

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

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

<b>PRODUCER</b> Dale Group PO Box 6 Florham Park NJ 07932	<b>CONTACT NAME:</b> Tina Taran <b>PHONE (A/C, No, Ext):</b> 973-377-7000 <b>E-MAIL ADDRESS:</b> tinat@dalegroup.com <b>FAX (A/C, No):</b> 973-377-4614
<b>INSURED</b> Suburban Consulting Eng. Inc. 96 Hwy RT 206 Suite 101 Flanders NJ 07836	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Continental Casualty Company <b>INSURER B:</b> Valley Forge Insurance Company <b>INSURER C:</b> Continental Insurance Company Of New Jersey <b>INSURER D:</b> National Fire Insurance Company of Hartford <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:** 1892470328**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	7018338493	2/24/2023	2/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	7018333701	2/24/2023	2/24/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	7018333729	2/24/2023	2/24/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	7018333715	2/24/2023	2/24/2024	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab Pollution Liability			AEH004316497 AEH004316497	2/24/2023 2/24/2023	2/24/2024 2/24/2024	Claim/Occurrence Aggregate \$5,000,000 \$5,000,000

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

Certificate holder is added as an Additional Insured to the General Liability as required by written contract but, only as respects to all covered operations of the Named Insured performed on behalf of the Additional Insured.

**CERTIFICATE HOLDER****CANCELLATION**

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

**Taxpayer Name:** SUBURBAN CONSULTING ENGINEERS INC.

**Trade Name:**

**Address:** 96 US HIGHWAY 206, SUITE 101  
FLANDER, NJ 07836

**Certificate Number:** 0074521

**Effective Date:** December 08, 2005

**Date of Issuance:** January 05, 2016

**For Office Use Only:**

20160105091711667



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Suburban Consulting Engineers, Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**96 U.S. Highway 206, Suite 101**

6 City, state, and ZIP code

**Flanders, NJ 07836**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

2 2 - 2 7 5 0 9 7 1

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*[Signature]*

Date ►

*1/31/2023*

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Certification 13480

## **CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2021** to **15-FEB-2024**

**SUBURBAN CONSULTING ENGINEERS, INC.**  
**96 US HIGHWAY 206, SUITE 101**  
**FLANDERS NJ 07836**



*Elizabeth Maher Muoio*

**ELIZABETH MAHER MUOIO**  
State Treasurer

## **EXHIBIT A**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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

**RESOLUTION 181-23**

**“RESOLUTION AUTHORIZING A CONTRACT WITH NIELSEN OF MORRISTOWN UNDER NJ STATE CONTRACT #23-FLEET-34933”**

**WHEREAS**, the Borough of Mountain Lakes, pursuant to N.J.S.A. 40A: 11-11(6) and N.J.A.C.5:34-7.21 et seq., may by resolution and without advertising for bids, purchase any goods or services under NJ State Contract #23-Fleet-34933; and

**WHEREAS**, the Borough of Mountain Lakes has the need on a timely basis to purchase goods or services from Nielsen of Morristown utilizing NJ State Contract #23-Fleet-34933; and

**WHEREAS**, the anticipated cost of the purchase of goods from Nielsen of Morristown totals \$86,601.80, as stated on the quote dated September 18, 2023 (\$43,300.90 x 2); and

**WHEREAS**, the Borough of Mountain Lakes intends to enter into a contract with Nielsen of Morristown through this resolution, which shall be subject to all the conditions applicable to NJ State Contract #23-Fleet-34933;

**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. That the governing body does hereby authorize the Purchasing Agent to purchase goods or services from Nielsen of Morristown through NJ State Contract #23-Fleet-34933, pursuant to all conditions of the contract; and
2. Pursuant to N.J.A.C. 5:30-5/5(b), the Certified Finance Officer has determined that sufficient funds are available as evidenced by the Certification attached hereto.
3. That the duration of the contracts between the Borough of Mountain Lakes and Nielsen of Morristown shall be from September 27, 2023 to December 31, 2023.

XX

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

19-300-60-000-005 - RESERVE FOR POLICE VEHICLE \$81,500.00

01-201-25-240-037 - POLICE - VEHICLE LEASE/PURCH \$5,101.80

  
\_\_\_\_\_  
Monica Goscicki, CFO



Quote

## NIELSEN OF MORRISTOWN

200 Ridgedale Ave.  
Morristown, NJ 07960

To:	From: Brooks Buxton Phone/Fax: (973) 319- 7000 / (973) 884-2650 Vehicle Pick Up Location <b>Nielsen Fleet</b> <b>31 Williams Parkway</b> <b>East Hanover, NJ 07936</b>
-----	---

**2023 Dodge Durango (WDEE75) Pursuit AWD**  
**STATE OF NEW JERSEY**  
**CONTRACT # 23-FLEET-34933**

**Mechanical**

Engine: 3.6L V6 24V VVT UPG I w/ESS (STD)  
 Transmission: 8-Speed Automatic (850RE) (STD)  
 3.45 Rear Axle Ratio (STD)  
 GVWR: 6,500 lbs (STD)  
 50 State Emissions

Transmission w/Sequential Shift Control  
 Full-Time All-Wheel  
 Engine Oil Cooler  
 650CCA Maintenance-Free Battery w/Run Down Protection  
 220 Amp Alternator  
 Class IV Towing Equipment -inc: Hitch and Trailer Sway Control  
 Trailer Wiring Harness  
 Police/Fire  
 1650# Maximum Payload  
 Gas-Pressurized Front Shock Absorbers and Nivomat Brand Name Rear Shock Absorbers  
 Nivomat Suspension  
 Front And Rear Anti-Roll Bars  
 HD Suspension

Electric Power-Assist Speed-Sensing Steering

24.6 Gal. Fuel Tank  
 Single Stainless Steel Exhaust  
 Permanent Locking Hubs

**Short And Long Arm Front Suspension w/Coil Springs**

Multi-Link Rear Suspension w/Coil Springs  
 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control

**Exterior**

Wheels: 18" x 8.0" Black Steel (STD)  
 Wheels w/Chrome Hub Covers

**Entertainment cont.**

SiriusXM Radio Service

Integrated Voice Command w/Bluetooth

6 Speakers

Streaming Audio

2 LCD Monitors In The Front

**Interior****Exterior cont.**

Tires: 255/60R18 On/Off Road  
 Steel Spare Wheel  
 Full-Size Spare Tire Stored Underbody w/Crankdown  
 Clearcoat Paint  
 Body-Colored Front Bumper w/Colored Rub Strip/Fascia Accent

Body-Colored Rear Step Bumper w/Colored Rub Strip/Fascia Accent  
 Chrome Bodyside Insert and Colored Wheel Well Trim  
 Black Side Windows Trim  
 Body-Colored Door Handles  
 Black Power Heated Side Mirrors w/Manual Folding  
 Fixed Rear Window w/Fixed Interval Wiper and Defroster  
 Deep Tinted Glass  
 Speed Sensitive Variable Intermittent Wipers  
 Galvanized Steel/Aluminum Panels

Lip Spoiler

Black Grille

Front License Plate Bracket

Liftgate Rear Cargo Access

Tailgate/Rear Door Lock Included w/Power Door Locks  
 Auto On/Off Projector Beam Led Low/High Beam Daytime Running Headlamps w/Delay-Off

Perimeter/Approach Lights

LED Brakelights

Laminated Glass

**Entertainment**

Radio w/Seek-Scan, Clock, Speed Compensated Volume Control, Aux Audio Input Jack, Steering Wheel Controls and Radio Data System

Radio: Uconnect 4 w/8.4" Display

GPS Antenna Input

SiriusXM Satellite Radio

**Interior cont.**

Integrated Center Stack Radio

Google Android Auto

USB Host Flip

Apple CarPlay

For More Info, Call 800-643-2112

Driver / Passenger And Rear Door Bins



Front Seats w/Power 4-Way Driver Lumbar

12-Way Power Driver Seat -inc: Power Recline, Height Adjustment, Fore/Aft Movement, Cushion Tilt and Power 4-Way Lumbar Support  
4-Way Passenger Seat -inc: Manual Recline, Fore/Aft Movement and Fold Flat

60-40 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat  
Manual Tilt/Telescoping Steering Column

Gauges -inc: Speedometer, Odometer, Voltmeter, Oil Pressure, Engine Coolant Temp, Tachometer, Oil Temperature, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer  
Power Rear Windows and Fixed 3rd Row Windows  
Leather/Metal-Look Steering Wheel  
Front Cupholder

Rear Cupholder  
Compass

Proximity Key For Doors And Push Button Start  
Valet Function

Remote Keyless Entry w/Integrated Key Transmitter, 2 Door Curb/Courtesy, Illuminated Entry and Panic Button

Remote Releases -Inc: Power Fuel  
Cruise Control w/Steering Wheel Controls  
Dual Zone Front Automatic Air Conditioning  
Rear HVAC w/Separate Controls  
HVAC -inc: Auxiliary Rear Heater, Headliner/Pillar Ducts and Console  
Illuminated Locking Glove Box  
Driver Foot Rest  
Cloth Bucket Seats w/Shift Insert -inc: cloth rear seat  
Interior Trim -inc: Leatherette Instrument Panel Insert, Metal-Look Door Panel Insert and Chrome Interior Accents  
Full Cloth Headliner  
Day-Night Auto-Dimming Rearview Mirror  
Driver And Passenger Visor Vanity Mirrors  
Partial Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets  
Front And Rear Map Lights  
Fade-To-Off Interior Lighting  
Full Vinyl/Rubber Floor Covering  
Carpet Floor Trim  
Cargo Area Concealed Storage  
Cargo Space Lights  
FOB Controls -inc: Cargo Access and Windows

Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down

Delayed Accessory Power

Power Door Locks w/Autolock Feature

Systems Monitor

Redundant Digital Speedometer

Trip Computer  
Outside Temp Gauge  
Digital/Analog Appearance  
#7 Seat Foam Cushion

Manual w/Tilt Front Head Restraints and Fixed Rear Head Restraints  
Front Center Armrest w/Storage and Rear Center Armrest

Sentry Key Immobilizer  
3 12V DC Power Outlets

Air Filtration

#### **Safety-Mechanical**

Electronic Stability Control (ESC) And Roll Stability Control (RSC)  
ABS And Driveline Traction Control

#### **Safety-Exterior**

Side Impact Beams

#### **Safety-Interior**

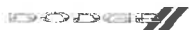
Dual Stage Driver And Passenger Seat-Mounted Side Airbags  
ParkSense with Stop Rear Parking Sensors

Blind Spot Detection Blind Spot  
Collision Mitigation-Rear  
Tire Specific Low Tire Pressure Warning  
Dual Stage Driver And Passenger Front Airbags

Curtain 1st, 2nd And 3rd Row Airbags  
Airbag Occupancy Sensor  
Driver Knee Airbag

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners  
ParkView Back-Up Camera



Quote

## NIELSEN OF MORRISTOWN

200 Ridgedale Ave.  
Morristown, NJ 07960

2023 Dodge Durango (WDEE75) Pursuit AWD  
STATE OF NEW JERSEY  
CONTRACT # 23-FLEET-34933

BASE PRICE \$ 38,461.00

Factory Options			
Item			Price
A7X9	Black, Cloth Bucket Seats w/Rear Vinyl -inc: Vinyl 2nd Row Seat	\$	120.00
EZH	Engine: 5.7L V8 HEMI MDS VVT, Transmission: 8-Speed Automatic	\$	2,995.00
ADL	Skid Plate Group inc: Transfer Case Skid Plate Shield, Front Suspension Skid Plate, Fuel Tank Skid Plate Shield, Underbody Skid Plate	\$	295.00
LNF	Black Left Spot Lamp	\$	545.00
CW6	Deactivate Rear Doors/Windows	\$	75.00
GXF	Entire Fleet Alike Key (FREQ 1)	\$	140.00

Options \$ 4,170.00  
Options % off 3.00%  
**Factory Option Total \$4,044.90**

Additional Options			
			Price
Sound Off Red/White Dome Light		\$	175.00
WeatherTech Side Window Deflectors / Rain Guards		\$	195.00
Intermotive IdleLock		\$	425.00

Option Total \$ 795.00

**Vehicle Total \$ 43,300.90**

Date: 9/18/2023

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

**RESOLUTION R182-23**

**“RESOLUTION AUTHORIZING THE DISCRETIONARY AWARD OF A CONTRACT TO PURCHASE AN ATV FROM H & H  
OUTDOOR POWERSPORTS IN AN AMOUNT THAT MAY EXCEED \$17,500 BUT WILL BE LESS THAN \$44,000”**

**WHEREAS**, the Borough of Mountain Lakes has a need to purchase an ATV for the Borough Police Department; and

**WHEREAS**, the Borough of Mountain Lakes had identified Ledgewood Powersports as a supplier of the ATV and passed Resolution 123-23 on May 22, 2023; and

**WHEREAS**, Ledgewood Powersports can no longer supply the ATV and the Borough of Mountain Lakes has now identified H & H Outdoor Powersports as a supplier of the ATV; and

**WHEREAS**, it is anticipated that the purchase contract with H & H Outdoor Powersports will exceed \$17,500 but be 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**, H & H Outdoor Powersports 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 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 September 27, 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 183-23**

**“RESOLUTION REQUESTING APPROVAL OF ITEM OF REVENUE AND APPROPRIATION UNDER N.J.S.A. 40A: 4-87  
FOR THE BPU CLEAN FLEET ELECTRIC VEHICLE GRANT IN THE AMOUNT OF \$4,000.00”**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of adoption of the budget, and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for an equal amount, and

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough of Mountain Lakes hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2023 in the sum of \$4,000.00 which item is now available as a revenue from:

Miscellaneous Revenues

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services-Public and Private Revenues Off-set with Appropriations:

BPU Clean Fleet Electric Vehicle Grant

**BE IT FURTHER RESOLVED**, that the like sum of \$4,000.00 be and the same is hereby appropriated under the caption of:

(A) Operations – Excluded from “CAPS” Public and Private Programs Offset By Revenues – BPU Clean Fleet Electric Vehicle Grant

XX

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

\_\_\_\_\_  
Cara Fox, Borough Clerk

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



**BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

# **CONSTRUCTION OFFICE**

## **MONTHLY ACTIVITY REPORT**

**AUGUST 2023**

### **ADMINISTRATIVE SUMMARY**

An unusual slowdown in construction activity occurred this month. Vacations and the start of the upcoming school year may have contributed to this decline. The permit fees generated is still over the amount collected at this point last year. The last fee increase has compensated for the lack of activity.

Continued progress has been made on the four-unit veterans housing project. The exterior of the building has been completed and the bulk of the interior utilities have been completed and inspected. Work on the site utilities is progressing.

The canopy, pump islands and concrete canopy pads have been installed at the Wawa project. The remaining building framing has been completed and the interior utilities are being installed. The concrete parking pads are also completed around the building. The final retaining wall work at the rear of the property is complete, allowing the installation of the trash enclosure to progress.



Mountain Lakes Borough  
400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046

## Building Summary Report Comparison

Building Summary between the dates of 8/1/2023 and 8/31/2023.

Permit Summary	8/1/2023-8/31/2023	8/1/2022-8/31/2022	Month Diff %	YTD	YTD last Year	YTD Diff %
Permits Issued:	16	31	-48.4%	200	217	-7.8%
Updates Issued:	5	9	-44.4%	33	38	-13.2%
Inspections Scheduled:	108	147	-26.5%	906	1160	-21.9%
Inspections Passed:	93	122	-23.8%	728	935	-22.1%
Inspections Failed	8	21	-61.9%	103	190	-45.8%
Certificates Of Occupancy Issued:	0	1	-100%	9	19	-52.6%
Certificates of Approval Issued:	0	21	-100%	146	252	-42.1%
Cert Continuing Occupancy Issued:	0	0	NA	0	0	NA
Permit Payments Count:	37	78	-52.6%	464	545	-14.9%
Fee Collected:	\$7,624	\$14,565	-47.7%	\$99,628	\$94,840	5%
Fee Collected (Subcodes Only):	\$7,034	\$13,081	-41.5%	\$89,133	\$86,004	3.3%
Violations	0	0	NA	8	7	14.3%
Violation Payments	\$0.00	\$0.00	NA	\$1,250.00	\$600.00	108.3%
Ongoing Location Payments	\$0.00	\$0.00	NA	\$0.00	\$0.00	NA
Ongoing Test Payments	\$0.00	\$0.00	NA	\$0.00	\$0.00	NA





# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

PERIOD	2021 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	11,663.00	11,663.00		
FEBRUARY	40,193.00	51,856.00	Enclave fees	27,748.00
MARCH	37,128.00	88,984.00	Enclave fees	28,144.00
APRIL	10,024.00	99,008.00		
MAY	26,651.00	125,659.00		
JUNE	11,789.00	137,448.00		
JULY	12,009.00	149,457.00		
AUGUST	9,533.50	158,990.00		
SEPTEMBER	24,580.00	183,570.00		
OCTOBER	12,533.00	196,103.00		
NOVEMBER	16,916.00	213,019.00		
DECEMBER	9,126.00	222,145.00		

PERIOD	2022 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	13,661.00	13,661.00		
FEBRUARY	6,934.00	20,595.00		
MARCH	13,951.00	34,546.00		
APRIL	8,038.00	42,584.00		
MAY	11,802.00	54,386.00		
JUNE	13,103.00	67,489.00		
JULY	15,811.00	83,300.00		
AUGUST	14,815.00	98,115.00		
SEPTEMBER	8,189.00	106,304.00		
OCTOBER	33,312.00	139,616.00	Wawa fees	26,104.00
NOVEMBER	5,991.00	145,607.00		
DECEMBER	8,991.00	154,598.00		

PERIOD	2023 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	6,040.00	6,040.00		
FEBRUARY	18,631.00	24,671.00		
MARCH	17,114.00	41,785.00		
APRIL	7,334.00	49,119.00		
MAY	11,092.00	60,211.00		
JUNE	12,920.00	73,131.00		
JULY	21,403.00	94,534.00		
AUGUST	7,709.00	102,243.00		
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				



Mountain Lakes Borough  
400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046

## Construction Permit Activity Report

8/1/2023 -> 8/31/2023

### Summary

New:	Cost: \$0.00	Count: 0	Cubic Footage: 4,320 Cu.ft	Permits Issued: 16
Addition:	\$22,000.00	1	Square Footage: 480 Sq.ft	Updates Issued: 5
Alteration:	\$302,665.00	19		
Demolition:	\$1,200.00	1		
Total:	\$325,865.00	21		

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	6	\$3,042.00	\$0.00	\$3,042.00	B 37	28 %75.7	5 %13.5	4 %10.8
Plumbing:	5	\$685.00	\$0.00	\$685.00	P 15	15 %100	0 %0	0 %0
Electrical:	15	\$2,145.00	\$0.00	\$2,145.00	E 33	29 %87.9	2 %6.1	2 %6.1
Fire:	2	\$160.00	\$0.00	\$160.00	F 5	3 %60	1 %20	1 %20
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	10	\$1,002.00	\$0.00	\$1,002.00	M 18	18 %100	0 %0	0 %0
	38	\$7,034.00	\$0.00	\$7,034.00	108	93	8	7
DCA Training:	1		16	Other Fees	(Note: Does not include result of none)			
DCA State:	19		549	\$0.00				
DCA Minimum:	0		0					
	20		\$565					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building 0	0	0	CA 0	\$0.00	\$0.00
Plumbing 0	0	0	CCO 0	\$0.00	\$0.00
Electrical 0	0	0	CO 0	\$0.00	\$0.00
Fire 0	0	0	CC 0	\$0.00	\$25.00
Mechanical 0	0	0	TCO 0	\$0.00	\$0.00
Elevator 0	0	0	TCC 0	\$0.00	\$0.00
Total:	\$0.00	\$0.00	Total: 0	\$0.00	\$25.00

#### NOTE:

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

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

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	0	\$0	Building	0	\$0
Plumbing	0	\$0	Plumbing	0	\$0
Electrical	1	\$85	Electrical	0	\$0
Fire	0	\$0	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
Total:		\$85	Total:		\$0
Record Count Total Exempted			Violations Fines Paid		
DCA Fees 1		\$3	Issued 0	\$0.00	\$0.00

Payments (Based on Payment Date)	
Permit (37)	\$7,709.00
NON-UCC (0)	\$0.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$7,709.00

# **BOROUGH OF MOUNTAIN LAKES**

## **DEPARTMENT OF PUBLIC WORKS**

Department Activity  
August 2023

### **IN HOUSE**

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

Additionally:

#### **Streets & Roads**

- o Roadside mower cutting throughout town
- o Performed street & tree clean up due to heavy rains
- o Pothole repairs throughout town
- o Performed tree clean up on the following roads: Briarcliff, Pollard, Kenilworth, & Condit

#### **Water Department**

- o Water service repair on Laurel Hill Road
- o Curb box location/repairs for National Metering Co.
- o Water main break repair on Cobb Road
- o Fire Hydrant exercising

#### **Recreation Department**

- o Sailboat racks removed and stored at DPW
- o Boxes from summer program removed from school and stored at Birchwood
- o Tennis court conduit install
- o Performed tree & brush clean up at tennis courts

#### **Beaches**

- o Graded sand at beaches

#### **DPW**

- o Styrofoam drop off



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Joe Mullaney**  
**Fire Chief**  
[info@mlvfd.com](mailto:info@mlvfd.com)

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

TO: Mitchell Stern  
DATE: 9/18/23  
SUBJECT: August 2023 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of August 2023:

## FIRE CALLS (20)

LOCATION	DATE	TIME	DESCRIPTION
Oak RD Btn Twp	8/2	11:08 AM	Assist Boonton Twp FD
75 Pollard Rd	8/2	7:06 PM	Fire Alarm- set off in error
110 Rt 46	8/3	2:20 PM	Fire Alarm-Malfunction
Rt 46 West	8/3	5:50 PM	Small Brush on Median
10 Howell Rd	8/3	2:25 PM	Fire Alarm-Malfunction
125 Midvale Road	8/5	6:58 PM	Wire Fire
6 Littlewood Court	8/7	3:26 PM	Contractor his gas line.
Wildwood School	8/10	7:58 AM	Fire Alarm- Set off by dust
Melrose near Fanny Rd	8/11	2:23 PM	Wire Fire
17 Crane Road	8/12	11:28 AM	Fire Alarm-Culinary Mishap
Glen and Briarcliff	8/13	2:57 AM	Wire Fire
72 Briarcliff Rd	8/13	3:20 AM	Gas Leak.
YMCA	8/13	4:54 AM	Fire Alarm-Malfunction
58 Pocono Rd	8/15	3:51 PM	Fire Alarm-Malfunction
58 Pocono RD	8/15	4:29 PM	Fire Alarm-Malfunction
61 Bellvale Rd	8/15	11:15 PM	Fire Alarm-Malfunction
290 Boulevard	8/19	6:47 AM	Fire Alarm-Culinary Mishap
61 Bellvale Rd	8/22	12:38 AM	Fire Alarm- Malfunction
61 Bellvale Rd	8/25	11:34 PM	Fire Alarm-Malfunction
20 Pollard Road	8/31	5:13 PM	Fire Alarm-Malfunction

## DRILLS/TRAINING (4)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	8/1	7:00 PM	JFD Officer Training

High School	8/6	1:00 PM	JFD Drill
Firehouse	8/8	7:00 PM	JFD Officer Training
High School	8/20	1:00 PM	JFD Drill

#### MEETINGS (1)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	8/22	8:00 PM	Monthly Business Meeting

#### WORK DETAILS (0)

LOCATION	DATE	TIME	DESCRIPTION
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#### COMMUNITY EVENTS (0)

LOCATION	DATE	TIME	DESCRIPTION
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#### ANNOUNCEMENTS-None

#### Breakdown of Manhours

Calls- 168  
 Drills 60  
 Meetings 15  
 Community/Miscellaneous 0

Total- 250

### August 2023 Health Department Activity Report – Mountain Lakes

This August 2023 report identifies the activities of the Health Officer, Health Department, and staff and provides an overview of the various tasks completed by the department during the previous months. Additional supplemental reports from Environmental, Nursing, and Health Education are provided to detail those activities.

#### Health Education:

- August Newsletter printed on 7/28 and distribution began on 8/1. Topics: National Child Eye Health and Safety Month (10 tips for children's eye health), Nutrition to Boost Eye Health, Immunization Awareness Month information, upcoming health screening and programs/ events, as well as information on county specific (Essex/ Morris/ Union) details regarding COVID-19 testing, registering for vaccines
- 8/18 Quarterly Webinar: Back to School – Children's Mental Health and Childhood Immunizations – 8 participants
- Developed September newsletter; Topics: World Alzheimer's Month, nutrition to boost memory, information on lice prevention, upcoming health screening and programs/ events, as well as information on Morris County specific details regarding COVID-19 testing, registering for vaccines.
- Developed informational flyer on 2023-24 COVID-19 Protocols for Schools and Early Care Education programs

#### Vaccinations & Communicable Diseases:

- The Health Department has COVID vaccines available for adults and children.
- Public Health Nurses are also available to provide COVID-19 vaccines to homebound persons.
- No COVID vaccines were provided to homebound individuals for the month of August.
- For the week ending August 19th 2023 the influenza surveillance report for the Morris county continues to be **low**. Influenza activity throughout the State continues to be **low**.
- Adult & Childhood Vaccination Clinic: Most Wednesdays by appointment only at the Bloomfield Department of Health.
- The influenza data collection is conducted every month, however, during the summer months weekly reports are not disseminated. No unusual activity detected during the month of July.
- New Cases:  
Campylobacter- Probable  
COVID-19 cases confirmed.  
Ongoing Cases:  
Ehrlichia/Anaplasma- Ongoing-Possible



Public Health Nursing Division  
August 2023

Public Health Update

**Reminder to Keep Track of Routine Immunizations and Guidance for Back to School**

**Date:** August 9, 2023

**Public Health Message Type:** ☐ Alert ☐ Advisory ☒ Update ☐ Information

**Intended Audience:** ☒ All public health partners ☒ Health care providers

☒ Infection preventionists ☒ Local health departments ☒ Schools/child care ☒ Other: Parents

As part of the New Jersey Department of Health (NJDOH), Vaccine Preventable Disease Program's commitment to ensuring a safe and healthy learning environment in the upcoming school year, we want to emphasize the importance of everyone being up to date with all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) and Centers for Disease Control and Prevention (CDC). By following the schedule recommended by the ACIP, students and communities will be optimally protected against all vaccine-preventable diseases including COVID-19 and influenza.

Immunizations play a crucial role in protecting children from preventable diseases and contribute to the well-being of the entire school community. While everyone should follow the ACIP-recommended vaccination schedule, it is important that students meet the state immunization requirements as a condition of enrollment and attendance in childcare/preschools and schools in New Jersey (NJ). Immunization requirements for school attendance in NJ are summarized at [Childcare/Preschools](#) and [K-12](#).

All students must provide a copy of their updated immunization records to the school nurse or the childcare/preschool administrator before the start of the school year. If a child requires any vaccinations or needs to catch up on missed immunizations, parents should schedule an appointment with a health care provider as soon as possible. Early planning will help avoid last-minute rushes and minimize disruption in school attendance. The IMM-8 (yellow card), Health History and Appraisal Form (A-45), and the New Jersey Immunization Information System (NJIS) are considered official immunization records. NJIS immunization records are also accessible through the Docket app. Download the free app by searching "Docket" on the Apple [App Store](#) or on [Google Play](#).

Requests for exemptions based on philosophical, moral, secular, or more general reasons are unacceptable. Only religious and/or medical exemptions are allowed. Guidance on what constitutes a valid exemption can be found [here](#).

Serology is helpful when immunization records cannot be obtained to show proof of vaccination history such as when students newly enter the United States from areas affected by natural disasters. Providers should review the ACIP/CDC recommendations for serology testing and ensure they are ordering the appropriate tests (e.g., it is never appropriate to order an IgM to assess vaccine-induced immunity). Serology tests are not available for all antigens; serology should only be performed if the tests are FDA-approved and CLIA certified. Serology should never be used to abort a recommended vaccination series (e.g., checking serology after 2 doses of a recommended 3 dose hepatitis B series). This information is available at [Immunization Requirements FAQs](#). We all have a collective responsibility to protect the health and well-being of our students and school community. Ensuring that every child is up to date with their immunizations creates a safer environment for everyone.

**ACTION ITEMS FOR HEALTH CARE PROVIDERS**

- Stay up to date on Advisory Committee on Immunization Practices (ACIP) Recommendations.

- Vaccinate in accordance with New Jersey's school immunization requirements and the CDC-recommended immunization schedule.
- Refer to the NJ Immunization Reminder Checklists for a quick reference on recommended and required vaccines for Back to School/Campus.
- Use every opportunity to assess for immunizations to ensure children get back on track with their routine immunizations.
- Consider participating in the NJ Vaccines for Children (VFC) Program to provide free or low-cost vaccines to reduce financial barriers.
- Participate in the New Jersey Immunization Information System (NJIS). Click here to [enroll](#). All health care providers who administer vaccines to children 6 years of age and under are required by law to enter the immunization history into the NJ Immunization Information System (NJIS), state registry, within 30 days of administration (N.J.A.C. 8:57-3.16).

#### **ACTION ITEMS FOR SCHOOL AND PUBLIC HEALTH OFFICIALS**

- Review student immunization records to ensure compliance with school attendance.
- Participate in NJIS. Click here to [enroll](#).
- Maintain a list of students who are in the process of catching up on immunizations to ensure timely receipt based on the CDC Catch-Up Schedule.
- Share NJDOH and CDC immunization educational materials with parents.
- Become familiar with the [schools](#) and [local health department](#) in your jurisdiction.
- Submit the [Annual Immunization Status Report](#) during the reporting period of January 1 through February 1 to the State Health Department and email a copy to your local health department.

#### **SAVE THE DATE**

NJDOH Back to School webinar will be held on Wednesday, September 27, 2023. Stay tuned for registration details.

#### **Monthly Activities**

Communicable Disease Reporting and Surveillance System (CDRSS) is checked, at minimum, twice daily to review for newly listed communicable diseases. This is accomplished by all nursing division staff. Upon the listing of a new disease, investigation of disease is initiated by Public Health Nurses (PHNs)/Communicable Disease Investigator.

NJLINC checked daily. Health alerts and advisories are reviewed by all Public Health Nurses. Health alerts, recalls, and specific health advisories are forwarded to the Health Educator for dissemination of information to the public if action is warranted as per NJLINC.

#### **COVID Activities**

The Health Department currently has COVID-19 vaccines available for adults and children. If a homebound person is in need of a COVID-19 vaccine, the Nursing Division will schedule and provide a homebound visit.

For the week ending August 24, 2023, the COVID-19 Community Activity Level Report for Morris County is **low**. The Community transmission level for Healthcare settings is **low (green)**.

#### **Seasonal Flu Activities**

The influenza data collection is conducted every month, however, during the summer months weekly reports are not disseminated. No unusual activity detected during the month of July.

## BOROUGH OF MOUNTAIN LAKES MONTHLY REPORT

For the week ending August 19th, 2023 the Influenza surveillance activity level for New Jersey State is **minimal**.

### Vaccines and TB Control Program

No patients received vaccines from the weekly vaccine clinic at Bloomfield Health Department. No Mantoux tests were administered this month.

### Childhood Lead Poisoning Prevention Program

No new cases reported for this month. Lead case management monitoring occurs twice daily at a minimum for jurisdiction within the NJDOH Lead Monitoring system.

### Communicable Disease

The classifications for the cases listed below are based on the investigation conducted by the PHN and Communicable Disease Investigator, laboratory evaluation and NJDOH case definition. All investigation information is entered into CDRSS; NJDOH reads entries, comments on individual cases or will send PHN/ Communicable Disease Investigator email requesting more data. Once NJDOH is satisfied with investigation methods, the case is approved and closed.

*Patient Status is based on pt s/s, lab result interpretation and NJDOH Case Definition, which is found in the NJDOH Communicable Disease Manual*

**August 2023**

<b>New Cases:</b> 1- <b>Campylobacter- Probable</b> 1- <b>COVID-19 cases confirmed.</b>	<b>Ongoing Cases:</b> 1- <b>Ehrlichia/Anaplasma- Ongoing-Possible</b>
---	--

**No current outbreaks or clusters within jurisdiction at this time.**

Respectfully submitted,  
Anamaría Valencia MD, MPH(c)  
Communicable Disease Investigator Nursing Division- Bloomfield Health Department



# MOUNTAIN LAKES BORO POLICE DEPARTMENT

## Officer Citation Report

From Date : 8/1/2023 To Date : 8/31/2023

Report Date : 9/20/2023 8:04 AM

Officers Name	Badge Number	Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
XX	XX	88	11	19	0	0	0	0	30
XX	XX	1	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	50	0	0	0	0	0	1	1
XX	XX	69	5	4	0	0	0	1	10
XX	XX	25	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	68	4	6	0	0	0	0	10
XX	XX	44	7	4	0	0	0	0	11
XX	XX	88	3	11	0	0	0	0	14
XX	XX	4	0	0	0	0	0	0	0
XX	XX	18	0	0	0	0	0	0	0
		<b>Traffic Stops</b>	<b>Equipment</b>	<b>Moving</b>	<b>Radar</b>	<b>Parking</b>	<b>Ordinance</b>	<b>Warnings</b>	<b>Total</b>
<b>Total:</b>		455	30	44	0	0	0	2	76

**MOUNTAIN LAKES BORO POLICE DEPARTMENT**

Agency Activity Report

**By CFS Classification****From Date: 8/1/2023 To Date: 8/31/2023****Report Date: 9/20/2023 8:06:59 AM**

<b>Classification code</b>	<b>Description</b>	<b>Total Events</b>	<b>0000-0800</b>	<b>0801-1600</b>	<b>1601-2359</b>
0700	MV Theft	1	0	1	0
0800	Other Assaults	2	0	1	1
1100	Fraud	1	0	0	1
2400	Disorderly Conduct	9	3	0	6
2600	All Other Offenses	4	0	2	2
4000	Non Criminal Investigations	30	5	10	15
4100	Fire Related	16	5	5	6
5000	Lost Found Property	1	0	1	0
5500	Animal Complaints	25	4	11	10
6000	Traffic Accidents	9	0	7	2
6300	Traffic Enforcement	520	65	211	244
6500	Parking Enforcement	7	0	5	2
6600	Traffic Services	16	0	10	6
7000	Public Services	406	210	77	119
7500	Assist other Agency	48	9	28	11
9000	Administrative	644	288	117	239
	<b>Total:</b>	1739	589	486	664

# Time Used/Overtime by Month

023	2017	Vacation/Comp Hours/Pers Day/Bereave						2017	2018	Court Overtime					2017	2018	Department Overtime					2022	2023
		2018	2019	2020	2021	2022	2023			2019	2020	2021	2022	2023			2019	2020	2021	2022			
64	22	15	14	0	42	48	224.5	\$0	\$158	\$0	\$154	\$0	\$0	\$0	\$2,998	\$4,159	\$4,348	\$9,570	\$7,154	\$6,557	\$14,494		
48	84	104	220	111	189.5	252	171.5	\$0	\$0	\$210	\$258	\$0	\$0	\$0	\$7,009	\$4,927	\$2,138	\$4,789	\$21,810	\$4,939	\$15,797		
16	198	148.5	168	74.5	81	289	257.75	\$151	\$0	\$0	\$0	\$0	\$447	\$0	\$12,822	\$29,829	\$6,254	\$4,081	\$7,510	\$4,771	\$29,020		
22	154	250	265.5	0	226	333	215	\$0	\$0	\$422	\$0	\$263	\$0	\$0	\$5,399	\$12,146	\$27,385	\$3,930	\$12,820	\$10,392	\$18,838		
48	254	178	169	36	681	482	260.5	\$0	\$0	\$993	\$0	\$0	\$0	\$0	\$12,700	\$24,263	\$29,828	\$5,202	\$18,415	\$16,682	\$22,341		
69	268	208	254	194	727.5	385	198.5	\$0	\$193	\$0	\$0	\$0	\$161	\$0	\$17,917	\$21,572	\$32,632	\$21,692	\$25,194	\$12,050	\$37,501		
70	518	524	84.5	551	877	482	669.5	\$0	\$158	\$0	\$0	\$0	\$0	\$0	\$31,018	\$24,005	\$27,180	\$26,802	\$32,344	\$25,516	\$41,289		
30	606	682	748	708	792	541	459	\$140	\$193	\$0	\$0	\$263	\$0	\$0	\$21,042	\$18,754	\$34,709	\$22,125	\$30,577	\$28,933	\$30,293		
	294	375.5	222.5	389	280	549.5		\$0	\$0	\$0	\$0	\$250	\$161		\$21,047	\$16,316	\$22,108	\$20,166	\$23,313	\$23,754			
	125	208	216	292	204	502.5		\$0	\$0	\$0	\$0	\$0	\$161		\$12,876	\$14,514	\$15,865	\$17,041	\$34,942	\$25,878			
	274.5	235.5	176	287	370	550.5		\$0	\$246	\$0	\$0	\$363	\$0		\$18,359	\$15,103	\$17,554	\$10,442	\$30,691	\$15,320			
	171	346.5	144.5	376	265	642.5		\$302	\$0	\$0	\$0	\$0	\$0		\$18,360	\$20,920	\$21,126	\$25,206	\$22,102	\$15,766			
29	2968.5	3275	2682	3018.5	4735	5057	2456.3	\$593	\$947	\$1,625	\$412	\$1,139	\$929	\$0	\$181,548	\$206,506	\$241,128	\$171,046	\$266,872	\$190,558	\$209,573		



## August

<u>Total Overtime</u>
<u>Hours Paid</u>
336.50

<u>Total</u>	<u>Total</u>	<u>% of Hrs Equating to</u>
<u>Vaca/Comp Hrs</u>	<u>Vaca/Comp/Personal/Bereave Hrs</u>	<u>OT</u>
459	231	50.33%

<u>Total Sick Time</u>	<u>Total Sick Time</u>	<u>% of Hrs Equating to</u>
<u>Hrs</u>	<u>Hrs Creating OT</u>	<u>OT</u>
90	58	64.44%

**\*\* Operating with 12 Officers.**

**6.5 Hours arrest and investigation**  
**39 hours mandatory training**  
**2 hours supervisors meeting**

**BOROUGH OF MOUNTAIN LAKES**  
**Recreation Department**

**Department Activity**  
**August 2023**

The Recreation Commission does not meet in August. The next meeting will be held on September 26th.

- Ordered new soccer goals for Midvale and basketball padding for Wilson Court. Awaiting DPW installation.
- Toured all recreational facilities throughout the summer season including: Midvale Playground, Midvale Boat Launch, Taft Field, Wilson Basketball Courts, Tennis Courts, Birchwood and Island Beaches, Esplanade and Cove in order to maintain the areas for resident use. Worked with DPW to keep facilities ready for resident use.
- Pitcher/Scerbo fields are in need of cleaning and renovations.
- Walked Taft Field with Woodlands Commission for future Dog Park location.
- Continued planning and hosting summer events including: Jazz , Bands, Movie Night. All successful, although attendance was down.
- Ongoing communication with camp directors as summer camps concluded: Sailing, Tennis, Teen Camp and Summer Recreation Camp all ended by the first week of August.
- Submitted all payroll for camp counselors and directors.
- Assisted our Mountain Lakes HUB Lakes Adult Sports League coaches including: volleyball (men's, women's and coed), softball, table tennis, bowling, golf, tennis. Managed equipment and facility requests for HUB Lakes summer league teams.
- Set up and monitored online registration and program details for Fall Recreation Field Hockey and Cross Country programs.
- Met with new scheduling person at the School District. Reviewed Policies.
- Field Hockey began. Hired new volunteer assistant.
- Ongoing communication with Beach Director on a regular basis to discuss beach usage, staffing and swim lessons.
- Island Beach will be open through 9/4/23. Birchwood Lake closed 8/29/23.
- Provided customer service, camp information and registration assistance to residents for all summer programs.
- Assisted residents with various facilities requests.
- Sailing hosted: Adult Sail Program, Pizza Night. Adult Sail was well attended and is a good option for residents who want to sail with an instructor.
- Swim hosted: meets (swim & dive), Pizza Night, Mini-triathlon, Talent Show.
- Checked in on tennis court progress.
- Began designing sign up and flyer for Junior Laker Wrestling.
- Secured gym space for Adult Rec Basketball, Junior Laker Basketball and FH through December.
- Began paperwork to make Grayhawks Football a Quasi Entity. All paperwork submitted to Chadler Assoc.
- Attended JIF meeting for facilities safety review.



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Joe Mullaney**  
**Code Enforcement Officer**  
[jmullaney@mtnlakes.org](mailto:jmullaney@mtnlakes.org)

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

TO: Borough Manager Mitchell Stern  
DATE: 9/18/23  
SUBJECT: Monthly Report August 2023

The following lists code enforcement/property maintenance issues for the month of August 2023:

8/2: N. Crane Road resident notified regarding a violation of the property maintenance ordinance, Corrective action taken,  
8/2: Follow up on complaint from DPW regarding illegal dumping on Wilcox Drive.  
8/2: Dartmouth Road resident notified regarding a violation of the property maintenance ordinance. Corrective action taken.  
8/4: Owner of vehicle parked at North Briarcliff and Boulevard with a for sale sign notified to remove the vehicle. Zoning violation,  
8/22: Flyers distributed to landscapers regarding new ordinance.

## Smoke and Carbon Monoxide Detector Inspections

DATE	LOCATION	PASS/FAIL
8/9	21 Park Place	Pass
8/10	15 Lowell Ave	Pass
8/21	76 Pollard Road	Pass
8/22	146 Pollard Road	Pass
8/24	99 Laurel Hill Road	Pass

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

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