



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
AUGUST 14, 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

- a. Borough Council Mid-Year Goals Review
- b. Borough Hall & Public Safety Facilities Project Update
- c. Update on Water Supply PFAS Violation – Notice to Community

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

8) BOROUGH COUNCIL DISCUSSION ITEMS

9) PUBLIC COMMENT

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

10) ATTORNEY'S REPORT

11) MANAGER'S REPORT

12) RESOLUTIONS

13) ORDINANCES TO INTRODUCE

13-23 – Bond Ordinance Making A Supplemental Appropriation of \$ 1,045,000 For The Improvement Of The Municipal Building.

14) ORDINANCES TO ADOPT

15) *CONSENT AGENDA ITEMS

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

***RESOLUTIONS**

- a. R156-23, Authorizing the Award of Contract to Earthworks Inc. for the Sunset Lake Dam Rehabilitation Project
- b. R157-23, Resolution Authorizing the Payment of Bills
- c. R158-23, Authorizing the Refund of Overpayment of Utilities

***APPROVAL OF MINUTES**

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

16) DEPARTMENT REPORTS SUBMITTED FOR FILING

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

17) COUNCIL REPORTS

18) PUBLIC COMMENT

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

19) NEXT STEPS AND PRIORITIES

20) ADJOURNMENT

Borough Council Mid-Year Review

August 14, 2023



Progress Toward Achieving Goals

Goal 1: Fiscal Responsibility

Goal 2: Infrastructure & Services

Goal 3: Community Stewardship & Development

Goal 4: Openness, Responsiveness & Engagement

Challenges

Fiscal Strength

- ✓ Unanimous adoption of fiscally responsible 2023 budget
- ✓ 3rd straight year of municipal tax rate decreases
- ✓ Healthy fund balance and cash reserves
- ✓ Successful audit of 2022 finances
- ✓ Significant federal, state & county grants providing taxpayer relief:
 - \$288,000 American Rescue Plan funds towards Fire Dept vehicle purchase
 - \$125,000 NJ DOT grant for Morris Avenue paving
 - \$70,000 NJ Local Recreation Improvement Award for Boulevard Trolley Path
 - \$30,500 Morris County grant for Station property renovation
 - \$4,000 NJ Clean Fleet grant towards Police SRO vehicle purchase
- ✓ Settlement of multi-year Police & Public Works union contracts
- ✓ Finance policy and best practices review, including revised Reserve for Uncollected Taxes policy to keep more \$\$\$ in taxpayer pockets
- Continuation of multi-year effort to settle long-standing tax appeals to protect Borough finances



Infrastructure & Services

- ✓ Addition of new quarterly curbside Bulk Trash collection services
- ✓ Elimination of Green Bag program
- ✓ Increased support for the Mountain Lakes Public Library, including Makerspace program
- ✓ Significant investment in Police & Fire vehicles, equipment & facilities
- ✓ 2023 co-op road paving projects
- ✓ Robust recreation programs making use of improved beach facilities
- ✓ Support for traditional and new community events, including Art Fair and PBA Block Party
- Tennis Court Re-Build Project to be completed in August
- Borough Hall & Public Safety Facilities project nearing completion
- Water Meter Replacement project 75% complete
- Morris Avenue paving (Powerville to Fanny) scheduled for 2023
- Sunset Dam Project expected to break ground in Fall 2023
- Review of efficiency, safety and other upgrade improvements to Recycling Center, including expansion of Recycling Center hours



Community Stewardship & Development

- ✓ Completion of Bathymetry Study to guide long-term planning for the health of our lakes
- ✓ Initial Phase of the Station property historic renovation is complete – Construction Documents phase of the project is getting started
- ✓ Veterans Housing project is a welcome addition to our community and supports implementation of the Borough's Affordable Housing Plan
- ✓ Adoption of Commercial Landscaping Hours ordinance in response to community concerns
- Review of land use ordinances for consistency, clarity and efficiency
- Initial public discussion regarding the utility of opting into the Highlands Regional Master Plan



Openness, Responsiveness & Engagement

- ✓ Outreach to Federal, State & County levels of government on issues of importance, including securing grants to support Borough priorities and provide taxpayer relief
- ✓ Collaboration with Mountain Lakes School District on tennis court re-build project
- ✓ Borough-wide resident survey regarding Commercial Landscaping Hours
- ✓ More than 160 residents serving as Borough volunteers, including over 40 young people serving as Student Committee Members and Junior Volunteer Firefighters
- ✓ Transparent budget process and quarterly review of financials – all information shared with the public and reviewed at public meetings



Challenges

Like municipalities across New Jersey, the Borough of Mountain Lakes is facing challenging market conditions with a three-year period of high inflation, supply chain disruptions, and a tight labor market.

During the 2023 budget process, this resulted in cost increases in several necessary budget line items, including solid waste collection, group health insurance, police pension, vehicle fuel expenses, and lakes maintenance.

The impact of these market pressures is also seen on bids being received by third parties for Borough projects, including Sunset Dam, our Borough Hall & Public Safety Facilities, and road paving and sidewalk improvements.

Supply chain disruptions are also causing procurement and project delays.

The Borough is not alone in navigating these market conditions. Municipalities across New Jersey are confronting similar challenges:

<https://www.cbsnews.com/newyork/news/global-supply-chain-issues-impacting-construction-projects-in-hackensack/>

<https://patch.com/new-jersey/maplewood/bridge-opening-delayed-until-summer-maplewood-due-supply-chain>

<https://www.northjersey.com/bergen-nj-towns-supply-chain-issues-delays-covid%>

https://www.70and73.com/news/why-construction-of-mount-laurels-emergency-medical-services-hq-on-route-73-is-on-hold/article_8fc6b1ee-cfe0-11ed-a58d-4b808140f967.html

Thank You!

It's been a busy year in the Borough with significant work getting done and more work ahead...

THANK YOU to our Borough employees, professionals and dedicated volunteers for your contributions to our community.

Council Discussion



Borough Hall & Public Safety Facilities Project Overview, Update & the Homestretch

**Borough Hall & Public Safety Infrastructure Advisory Committee
August 14, 2023**

Agenda



Project History & Overview
Construction, Procurement & Schedule Update
Budget Update & Spending Authorization Request
The Homestretch

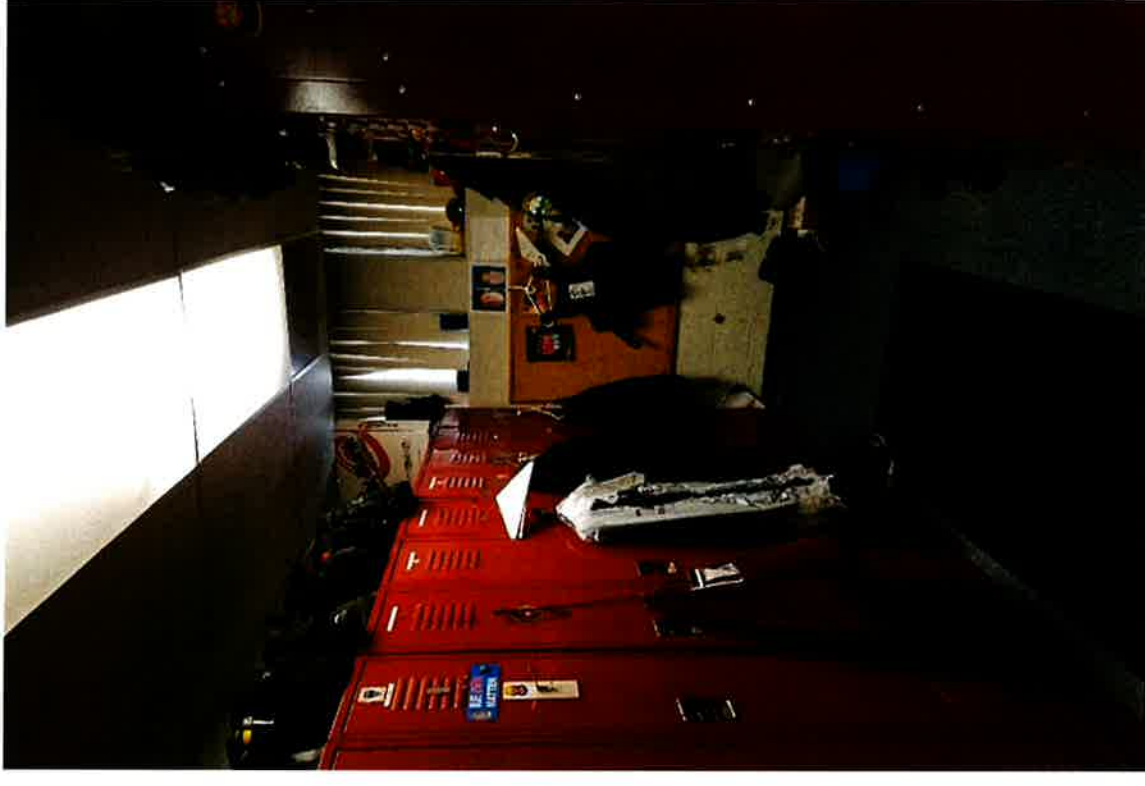
The Borough Hall & Public Safety Facilities Project was undertaken to fix serious deficiencies with the old building

- No ADA accessibility/compliance
- Lack of emergency exits
- Inadequate security
- Failure of core systems and infrastructure:
 - HVAC system
 - Electric & Plumbing
 - Roof
- Foundation water penetration and mold
- Lack of energy efficient building envelope
- Police Dept: Severe space constraints and failure to meet regulatory requirements
- Fire Department: Insufficient storage, administrative space and meeting space
- Inadequate & inefficient office space for administrative functions
- Insufficient technology infrastructure and file storage spaces

The old facilities, constructed in 1969, did not meet Borough needs and represented a safety risk to building users and a liability risk to taxpayers

These deficiencies were particularly severe in the ML Police Department

- No prisoner entrance separate from public entry
- Inadequate locker room space, including no facilities for a female officer
- Need for code compliant restroom facilities
- No prisoner holding area; no separation of adult/juvenile, male/female
- Lack of Internal affairs office as mandated
- Insufficient administrative facilities for officers and the specialized roles of Detective, School Resource Officer and Shift Supervisor
- Insufficient space for many police department functions: interview room, patrol room, roll call/training area, processing area, temporary and permanent evidence storage, weapons room/armory, and server room



The need to fix these problems had been discussed numerous times over several decades

1972

The Borough identified issues with the newly constructed Borough Hall & Public Safety facilities.

1980s/90s

Several discussions took place on how best to address deficiencies.

2004-2008

A committee was formed to address facility needs. The Borough engaged an architect to develop options for necessary improvements. The estimated project cost was \$5M in 2008.

2011

Borough Council set a goal of addressing needed facility improvements.

In 2017 Borough Council formed the Borough Hall & Public Safety Infrastructure Advisory Committee to tackle this issue once again

Mission: Advise Borough Council on improvements needed to provide employees and the public with a safe, healthy, functional, code-compliant operating environment – while minimizing the project cost

Membership: Has spanned two Borough Managers (Sheola & Stern) and four council members (Barnett, Happer, Holmberg & Menard), and includes representatives from the Police and Fire Departments. In addition, community members with professional expertise in planning, architecture, construction, and construction management have served on the committee

June 2018 Milestone: Borough Council approves Arcari & Iovino, a firm with deep experience in municipal and public safety projects, as Project Architect

December 2019 Milestone: Project design moves forward after lengthy delay as BOE deliberates whether to remain as a tenant in Borough Hall – BOE ultimately decides to re-locate to ML High School

Spring 2020 Milestone: Schematic Design Phase of project completed

Summer 2020 Milestone: Borough Council authorizes \$4.5M project spending

December 2020 Milestone: Demolition & excavation work commences

The Project Architect's \$4.5M cost estimate included Brick & Mortar spending, A/E fees, Lease payments, Bonding costs, etc.

- Minor renovations to the Fire Bay (1,914 sq ft)
- Major renovations to the rest of the existing building (7,355 sq ft)
- Two additions to the existing building (3,990 sq ft)
- Elevator Installation
- Architect & Engineering Fees
- Lease Payments & Other Relocation Expenses
- Limited Site Work
- Furniture
- Bonding Costs
- Contingency

Project Management

How is the project being managed? The Borough Hall & Public Safety Facilities Project is being managed in-house, an approach used successfully on the Birchwood Lake beach facilities project (completed in 2019) and the Island Beach facilities project (completed in 2020).

Why were the Birchwood Lake and Island Beach projects managed in-house? The Borough pulled management of these projects in-house after a series of failed bids in 2017 and 2018. These bids came in much higher (50% to 100%+) than the architect's cost estimates. By managing the projects in-house, the work was completed significantly under budget and with quality workmanship.

Why was this approach used for the Borough Hall & Public Safety Facilities Project? This approach was replicated for the Borough Hall & Public Safety Facilities project in order to save money (similar results to failed beach project bids were expected) and ensure quality craftsmanship. With the beach projects wrapping up, the Borough took advantage of its in-house capabilities to get the job done. The Borough had two years experience working with the Project Manager and was confident in his work. The Project Architect also had a long-standing relationship with the Project Manager and confidence in his work.

Project Management & Oversight

How does in-house management work? The Project Manager runs the project with hands-on Borough Manager involvement. The Borough acts as general contractor and follows all State of New Jersey procurement requirements (including public bidding and multiple cost estimates prior to purchase commitments).

How does project oversight work? The Borough engages professionals, including the Borough Engineer and a Project Architect with deep experience in municipal & public safety projects to help guide decision-making and provide oversight. The project committee acts in an advisory capacity, meeting regularly to review staffing, schedule, design, materials pricing, and budget – with a focus on minimizing cost and delivering quality work. Project finances are handled by the Borough's finance team with regular review by the Borough Manager, project committee and Borough Council. The Borough's auditor audits all Borough finances on an annual basis. Information on project expenses appears on every Council meeting agenda, which is available to the public.

Is this a heavy lift for the Borough? Yes, especially given the challenging supply chain, labor market and inflationary environment of recent years. However, the Borough is confident that the project has been managed responsibly, with appropriate oversight, and with keen attention to managing costs and delivering a quality end-product.

Where are we today?

Construction & Procurement Update

Completed since March 2023 Project Update

- ✓ Exterior Insulation & Stucco Prep for Final Finish Coat
- ✓ Exterior Emergency Stair Concrete Pour
- ✓ Exterior Door Delivery
- ✓ Interior Insulation
- ✓ Interior Partition Drywall
- ✓ Interior Partition Taping & Spackling
- ✓ Existing Ceiling Finish Preparation & Painting
- ✓ Interior Lighting Delivery
- ✓ Interior Finishes Review & Approval
- ✓ HVAC RTUs: Unit 2 & 3 Delivery (one unit arrived damaged & still missing accessories)
- ✓ RTU 2 & 3 Roof Placement

In Progress

- Exterior Stone Veneer Installation & Stucco Final Finish
- Interior Wall Skim Coating, Priming & Finish Painting
- Interior Finishes
- New Interior Ceilings
- Interior Lighting Installation
- Concrete Floor Polishing
- HVAC Equipment Installation

Looking Ahead to Year-End

- Exterior Finishes (Roof Cap & Soffits)
- Exterior & Interior Door Installation
- Site Grading & Concrete Walk Installation
- HVAC RTUs Hook-up
- Complete Interior Finishes
- Restroom Finishes & Plumbing Fixtures
- Carpet & Epoxy Floor Installation
- Life Safety Systems Completion
- Testing & Inspections
- Furniture Delivery
- Move-In

Exterior Finishes – In Process



Exterior Finishes & RTU Installation – In Process



Interior Finishes – In Process



Interior Finishes – In Process



Why is the project behind schedule?

1. Significant Supply Chain Issues, including:

- Exterior Windows: Over 9 months for manufacture and delivery.
- HVAC Roof Top Units: Over 18 months for manufacture and delivery. The final two RTUs were recently delivered. One RTU arrived damaged, and all accessory equipment and materials still have not been delivered.

2. A Tight Labor Market for Construction Workers

- A shortage of skilled, qualified workers slowed progress of both interior and exterior work.

3. Extra Time Sourcing Materials & Labor to Manage Expenses

- The project team has not simply accepted price increases due to supply chain issues and inflation. The team continues to work hard to find and evaluate cost saving alternatives.
- In addition, numerous construction materials were value engineered to reduce project costs. These items included exterior windows & doors, lighting, and interior finishes.

Budget Update & Spending Authorization Request

Project Budget through 7.31.23

Total Budget	Expenses	Encumbered	Balance
\$4,515,000	(\$3,880,000)	(\$291,000)	\$344,000
Projected Project Cost	Projected Contingency		
\$5,405,000	(\$890,000)		

- A projected project cost of \$5.4M requires spending authorization of \$890K
- An additional \$155K is highly recommended for several public safety improvements

Why is \$890K needed?

Rising Costs

Several factors, including an extended period of high inflation, supply chain issues, labor shortages, and increased demand for construction, have significantly impacted the cost of materials and labor.

Public Safety & Other Work Completed

Significant work has been completed to make additional Public Safety and other required / advisable improvements.

Several project line items account for \$890K+

STRUCTURAL STEEL	\$	142,500	Cost Increase + Additional Work
HVAC	\$	124,000	Cost Increase + Additional Work
IT/TECH	\$	112,000	Cost Increase
ELECTRIC	\$	83,500	Cost Increase
METAL STUD WALLS	\$	70,000	Cost Increase
GENERATOR	\$	70,000	Additional Work
PAINTING	\$	69,000	Cost Increase
ALARMS	\$	42,000	Cost Increase + Additional Work
DOORS	\$	42,000	Cost Increase
STUCCO	\$	41,500	Cost Increase
WINDOWS	\$	41,000	Cost Increase
PROJECT ADMIN ASST	\$	38,500	Additional Work
SITE WORK	\$	34,000	Additional Work

Rising Costs

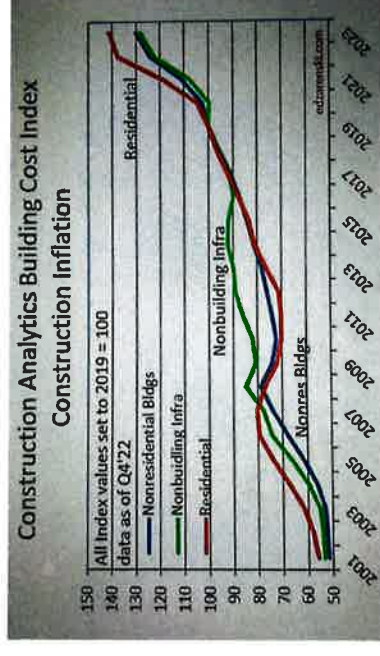
The Project Architect's original \$4.5M project cost estimate noted: "These amounts are preliminary in nature... based upon today's dollars without specific escalation to match a particular start date."

- **US Inflation is up 18%+ since the Architect's cost estimate, a \$820K increase on a \$4.5M project**

Cost increases in the construction industry are even higher.

- **Construction costs are up 30%+, a \$1.35M increase on a \$4.5M project**
- **The cost of construction materials remain 38% higher than pre-pandemic costs**

Many project line items have been impacted by rising labor & material costs, including steel, technology, HVAC, electrical, metal stud walls, doors, windows, exterior finishes, and painting.



Producer Price Index, January 2023

	1-Month % Change	12-Month % Change	Change Since Feb 2020
Inputs to Industries			
Inputs to Construction	1.3%	4.9%	37.7%
Inputs to Multifamily Construction	5.4%	5.4%	35.7%
Inputs to Nonresidential Construction	1.1%	4.9%	37.9%
Inputs to Commercial Construction	0.6%	5.2%	36.2%
Inputs to Healthcare Construction	0.8%	4.9%	36.0%
Inputs to Industrial Construction	1.1%	6.5%	32.7%
Inputs to Other Nonresidential Construction	1.2%	4.9%	37.9%
Inputs to Maintenance and Repair Construction	1.5%	5.4%	36.8%
Commodities			
Adhesives and Sealants	-0.2%	13.4%	31.3%
Brick and Structural Clay Tile	0.7%	12.9%	25.5%
Concrete Products	1.1%	14.8%	27.9%
Construction Machinery and Equipment	3.4%	12.2%	23.9%
Copper Wire and Cable	2.6%	-3.4%	33.0%
Crude Petroleum (Domestic Production)	-2.2%	-10.0%	50.0%
Fabricated Structural Metal Products	0.0%	3.2%	52.5%
Gypsum Products	-2.6%	10.7%	42.7%
Hot Rolled Steel Bars, Plates, and Structural Shapes	-4.6%	7.1%	56.6%
Insulation Materials	0.3%	9.6%	35.5%
Iron and Steel	0.5%	-23.0%	55.9%
Lumber and Wood Products	-0.6%	-12.3%	28.7%
Natural Gas	-19.1%	7.9%	219.4%
Plumbing Fixtures and Fittings	0.5%	4.9%	17.5%
Prepared Asphalt, Tar Roofing and Siding Products	-3.2%	7.3%	33.4%
Softwood Lumber	-5.1%	-44.1%	17.0%
Steel Mill Products	-2.3%	-30.1%	64.6%
Switchgear, Switchboard, Industrial Controls Equipment	0.2%	18.3%	33.5%
Unprocessed Energy Materials	-8.5%	3.0%	100.1%

Source: U.S. Bureau of Labor Statistics

Sources: US Inflation Calculator (US Government CPI data); PPI (Producer Price Index) for Construction Inputs, US Bureau of Labor Statistics; edzarenski.com.

Public Safety & Other Work Completed

Significant work (\$335K+) has been completed to make additional Public Safety and other required / advisable improvements, including:

Public Safety Upgrades (\$170k+)

- New emergency generator
- Covid-related HVAC system upgrade*
- Addition of exterior emergency stairs to Fire Dept Training Room and Upper Level
- Upgraded fire alarm system
- Additional ballistic panels for Police Department

Other (\$165k+)

- Installation of new sanitary sewer line, and extensive work to storm drains
- Unforeseen excavation issues (antenna tower footing & septic tank removal)
- Unexpected asbestos abatement
- Additional steelwork
- Unforeseen structural issues

**Note: The original intent was to fund the HVAC upgrade with American Rescue Plan funds. Instead, all ARP funds are being used to purchase a new Fire Dept vehicle.*

An additional \$155K is recommended

The project scope only includes minor renovations to the Fire Bay. It would be cost-effective to complete high-priority additional work while construction is underway, and workers and equipment are on-site.

\$ 100K	Replace three Fire Bay doors and complete surrounding wall work
\$ 45K	Parking lot improvements (drainage, small expansion, lighting)
<u>\$ 10K</u>	Concrete floor repair & polishing
\$155K	

The Homestretch

- The project team is looking forward to completing the work necessary to obtain a Certificate of Occupancy and move in before year-end. While delays are frustrating, the project's in-house management approach has allowed the project team to navigate delays by juggling the work schedule to avoid employees sitting idle.
- Since the beginning of the project, costs have been managed responsibly. There have been significant project savings that have offset the potential for a larger spending authorization request, and there is a potential for additional savings as the project wraps up.
- **We are well on our way to completing a project that has been on the Borough's to-do list for decades. The renovated Borough Hall will provide employees and the public with a safe, healthy, functional, and code-compliant operating environment.**

Thank You



BOROUGH of MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

PFOA Special Presentation
August 14, 2023



Summary

- On or before August 13, 2023, the Borough's Water Utility sent a notice to water customers regarding the shut-down of one of the system's wells, specifically Well #4, which is one of the locations where water enters our system (i.e., before it is treated, not at the tap).
- The Water Utility detected a Running Annual Average (RAA) of Perfluorooctanoic Acid (PFOA) at 17 parts per trillion (ppt) at Well #4, above the New Jersey drinking water standard of 14 ppt.
- This is the first time that a Borough well has returned a RAA of PFOA not in compliance with NJDEP requirements.
- Well #4 has been shut down and the Borough is developing remedial measures in conjunction with the NJ Department of Environmental Protection (NJDEP).
- Other NJ towns have been affected by PFOA and must also remediate.



What is PFOA?

- PFOA is one of several contaminants under the broader category of Per- and Polyfluoroalkyl Substances (PFAS), including perfluorooctane sulfonate (PFOS) and perfluorononanoic acid (PFNA).
- These are manmade chemicals used in industrial and commercial uses such as, e.g., non-stick cookware, waterproof and stain proof coatings, leak-proof coatings on food packaging, fire-fighting foams, etc. PFAS chemicals can be found in water, air, fish, and soil at locations across the nation and the globe.
- PFAS can get into drinking water when products or wastes containing them are used, disposed of, or spilled onto the ground or into lakes and rivers. PFAS can move easily through the ground, getting into groundwater that is used for some water supplies or for private drinking water wells. PFAS released by facilities into the air can also end up in rivers and lakes used for drinking water.
- The following available resources include additional background information:
 - NJ Department of Health: https://www.nj.gov/health/ceohs/documents/pfas_drinking_water.pdf
 - NJDEP: <https://dep.nj.gov/pfas/drinking-water/#how-is-dep-implementing-the-state-mcls-for-pfoa-pfos-and-pfna>
 - US Environmental Protection Agency (USEPA):
https://19january2021snapshot.epa.gov/sites/static/files/2021-01/documents/pfas_factsheet_jan2021-v5.pdf
 - USEPA: https://19january2021snapshot.epa.gov/sites/static/files/2018-03/documents/pfasv15_2pg_0.pdf



Borough Timeline

- **2020.** Replacing previous NJDEP advisory that set a guideline of 40 ppt, NJDEP adopts an enforceable regulation or Maximum Contaminant Level (MCL) which lowers acceptable PFOA limit to 14 ppt. The limit is applied based on a RAA, in which the four most recent quarters of monitoring data are averaged. Since February 2019, the Borough's Water Utility has tested its wells for PFOA on a quarterly basis. A Consumer Confidence Report outlining the Borough's monitoring for regulated contaminants is produced annually and available on the Borough's website.
- **June 2022.** USEPA updates Lifetime Health Advisories for PFOA and PFOS, setting advisory levels at any detectable level. This replaced 2016 non-enforceable drinking water Lifetime Health Advisories for PFOA and PFOS of 70 ppt individually or when combined.
- **February/March 2023.** Water Utility detects rising levels of PFOA in Well #4 that could affect RAA. Utility adjusts system settings, so water is not pulled by Well #4 unless necessary.
- **May 2023.** Well #4 is taken out of service after a reading suggests a RAA higher than 14ppt. Results reported to NJDEP.
- **July 2023.** Formal notice from NJDEP. Two requirements that must be done by August 13 include to: (i) send public notification to water customers with content confirmed by NJDEP; and (ii) develop a remedial measures report. Both of these actions have been completed.
- **August 2023.** PFOA Special Presentation by Borough Council.



Are other towns affected by PFOA?

- Yes, other NJ towns are affected. Those that are affected must send similar notices to their residents.
- See the NJDEP resource listing affected public water systems, including those in Morris County:

<https://njems.nj.gov/DataMiner/Report/ReportCriteria?APIKEY=DEP123&showheader=y&isExternal=y&getCriteria=y&BOReportName=Public%20Water%20Systems%20with%20PFAS%20MCL%20Violations&=>



Next steps

- Ongoing public notices must continue to be issued every three (3) months until compliance is achieved.
- DEP regulations require actions necessary to bring the water into compliance. The Borough is working with our Borough Engineer and Licensed Water Operator to design treatment facilities that will remove the PFOA contaminants in our water supply. NJDEP informed that anticipated timeline is 12 to 18 months.
- The Borough has retained counsel to join pending litigations to recover anticipated remediation costs associated with PFOA contamination as a precautionary measure.
- The Borough does not anticipate the shut-down of Well #4 to affect water availability. The Borough's other wells should be sufficient to meet the Borough's water needs while well #4 is shut off pending remediation.
- Review and implement remediation plan.



Q&A

ORDINANCE # 13-23

BOND ORDINANCE MAKING A SUPPLEMENTAL APPROPRIATION OF \$1,045,000 FOR THE IMPROVEMENT OF THE MUNICIPAL BUILDING IN AND BY THE BOROUGH HERETOFORE AUTHORIZED TO BE UNDERTAKEN BY THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY, AND AUTHORIZING THE ISSUANCE OF \$992,750 BONDS OR NOTES OF THE BOROUGH FOR FINANCING SUCH SUPPLEMENTAL APPROPRIATION.

BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

Section 1. The improvement described in Section 3 of this bond ordinance has heretofore been and is hereby authorized as a general improvement to be made or acquired by the Borough of Mountain Lakes, New Jersey, by Section 3(d) of the bond ordinance (the "Prior Ordinance") of the Borough adopted on June 22, 2020 (#8-2020), entitled: "Bond ordinance providing for the improvement of the municipal building in and by the Borough of Mountain Lakes, in the County of Morris, New Jersey, appropriating \$4,463,000 therefor and authorizing the issuance of \$4,250,000 bonds or notes of the Borough for financing such appropriation", as amended by an ordinance of the Borough adopted on May 24, 2021, entitled: "Ordinance amending a bond ordinance of the Borough of Mountain Lakes, in the County of Morris, New Jersey, heretofore adopted on June 22, 2020 (#08-20)". The cost of the improvement described in Section 3(a) of this bond ordinance, estimated in June, 2020, at \$4,463,000 is now estimated at \$5,508,000. By the Prior Ordinance there has been appropriated to payment of the cost of said improvement the sum of \$4,463,000. It is now necessary for the Borough to raise the additional sum of \$1,045,000 to meet the remainder of said \$5,508,000

estimated cost of said improvement not provided by the appropriation therefor made by the Prior Ordinance.

Section 2. For the financing of said improvement or purpose, including for the purpose of applicable United States Treasury regulations the reimbursement of expenditures heretofore or hereafter made therefor, and in addition to the sum of \$4,463,000 heretofore appropriated therefor by the Prior Ordinance, there is hereby appropriated the further sum of \$1,045,000 including the sum of \$52,250 as a down payment for said improvement or purpose required by law and now available therefor by virtue of provision in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes. Said additional appropriation of \$1,045,000 shall be financed and met from the said down payment and the proceeds of negotiable bonds of the Borough which are hereby authorized to be issued in the principal amount of \$992,750 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Borough in a principal amount not exceeding \$992,750 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement heretofore and hereby authorized and purpose for the financing of which said obligations are to be issued is the improvement of the municipal building located at 400 Boulevard in and by the Borough by the full gutting thereof except for the structural frame and the complete rebuild and reconstruction thereof, such reconstructed and rebuilt building to be at least equal in useful life or durability to a building of Class A construction (as such term is used or referred to in section 40A:2-22 of said Local Bond Law), including the construction of a two-story addition to the rear of the existing building to house a sally port for the Police Department of the Borough on the first level and office space on

the second level, the construction of a one-story addition to the front of the existing building to house an elevator, stairway and restrooms, the reconstruction of the interior walls and the installation of new electrical, plumbing, heating, ventilation and air conditioning systems, together with all ductwork, landscaping, structures, furnishings, fixtures, equipment, lighting, paving, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and heretofore and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$5,242,750, inclusive of the \$4,250,000 principal amount of bonds or notes of the Borough heretofore authorized for said improvement or purpose pursuant to the Prior Ordinance.

(c) The estimated cost of said purpose is \$5,508,000 inclusive of the sum of \$4,463,000 heretofore appropriated for said improvement by the Prior Ordinance.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Borough may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is forty (40) years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate

thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$992,750, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$100,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the additional cost of said improvement and has been included in the foregoing \$1,045,000 additional estimate thereof.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, the acting chief financial officer or the treasurer (the "Chief Financial Officer"), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale at not less than par and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when

any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 6. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of said obligations and interest thereon without limitation of rate or amount.

Section 7. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 8. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of the ordinance duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on August 14, 2023.

Cara Fox, Borough Clerk

Introduced: 8/14/23

Adopted: 8/28/23

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

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

RESOLUTION 156-23

**“RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO EARTHWORKS INC. FOR THE SUNSET LAKE DAM
REHABILITATION PROJECT”**

WHEREAS, the Borough of Mountain Lakes solicited bids for the Sunset Lake Dam Rehabilitation Project; and

WHEREAS, five bids were received on June 13, 2023; and

WHEREAS, the apparent low bid submitted by Grade Construction included an amount of \$93,769.73 for “mobilization” which is in excess of the mobilization cap of \$35,000 clearly articulated in Section 154.04 of the bid specifications. The cap on the mobilization amounts is not waivable meaning that the bid cannot be awarded as submitted. Grade Construction declined to correct its bids to comply with the mobilization limitation; and

WHEREAS, Earthworks, Inc. submitted the next lowest bid pursuant to the Borough’s Notice to Bidders and agree to accept the mobilization limitation and submit a corrected bid of \$2,423,650.00; and

WHEREAS, the Borough Manager, Consulting Engineer, and Borough Attorney have reviewed the bids and have found that the lowest responsible and responsive bidder Earthworks, Inc. submitted a corrected bid in proper form which may be awarded by the Borough Council; and

WHEREAS, the Borough Council wishes to award the contract to Earthworks, Inc. in accordance with its bid proposal; and

WHEREAS, the Chief Financial Officer of the Borough of Mountain Lakes has certified that funds will be available for this purpose upon expiration of the estoppel period for the supplemental funding bond Ordinance 12-23.

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

1. The bid for the Sunset Lake Dam Rehabilitation Project submitted by Grade Construction is rejected as noncompliant with the bid specifications.
2. A contract for the Sunset Lake Dam Rehabilitation Project is awarded to Earthworks, Inc. in the amount of \$2,423,650.00 contingent upon the expiration of the estoppel period for Ordinance 12-23.
3. The Mayor and Borough Clerk are hereby authorized and directed to execute a contract with Earthworks, Inc. upon said expiration in accordance with its bid proposal.
4. This Resolution shall take effect immediately.

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 August 14, 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

I hereby certify that funds will be available after the 20 day estoppel period.



Monica Goscicki, CFO

PLAN AND EQUIPMENT QUESTIONNAIRE

Submitted to BOROUGH OF MOUNTAIN LAKES

By EARTHWORKS, INC.

A Corporation
A Co-partnership
An Individual

Principal Office 13 MORELLO CT - FARMINGDALE, NJ 07727

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected the proposed project area? Explain in detail.

SITE VISIT

2. Explain your general plan or layout for performing the proposed work.

FOLLOW PLANS & SPECS

3. Explain your plan for fully lowering the lake and maintaining the lowered pool. Be specific with the type of apparatus to be used and whether or not a subcontractor will be used to do this work. Provide the name of the NJ licensed engineer that will design the lake lowering apparatus and whether it will be a siphon, pump, cofferdam, etc.

WE WILL BE USING A PUMP AND SIPHON TO KEEP WATER LEVELS DOWN

4. Explain in detail how you will install the Temporary Construction Access and other proposed improvements without compromising the existing earth and concrete dam. Be specific with process and equipment to be used.

AMPHIBIOUS EXCAVATOR AND MATS

List Of Subcontractors (Continued)

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: _____
Specific Scope of Work Subcontracted: _____
License No. _____

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: _____
Specific Scope of Work Subcontracted: _____
License No. _____

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: _____
Specific Scope of Work Subcontracted: _____
License No. _____

The New Jersey Contractors Business Registration Certificate for the above listed subcontractors must be submitted with the Bid. All subcontractors listed above must have their Public Works Contractor Registration at the time the Bids are received.

☒ CHECK THIS BOX IF THE BID DOES NOT INVOLVE ANY OF THE ABOVE-REFERENCED SPECIALTY TRADE WORK, IRRESPECTIVE OF WHETHER SUCH WORK WOULD BE PERFORMED BY THE BIDDER IN-HOUSE OR BY A SUBCONTRACTOR.

The above subcontractors shall not be changed or substituted during the performance of the Project without written approval of the Borough of Mountain Lakes.

If more than one specialty subcontractor in any particular trade or specialty is used, then a Certification must be prepared by the Bidder setting forth the scope of work for which each subcontractor has submitted a price quote and which the Bidder agreed to award to each subcontractor, should the Bidder be awarded the Contract.

The undersigned Bidder certifies and declares that the subcontractors listed above shall be used as subcontractors to complete certain portions of the Work in this Project as set forth in N.J.S.A. 40A:11-16.

Date: 6/13/23

Title: PRESIDENT

JEFF CLARCIA
Print Name

[Signature]
Signature

LIST OF SUBCONTRACTORS

Pursuant to N.J.S.A. 40A:11-16, the Bidder shall set forth the name or names of all subcontractors to whom the Bidder will subcontract, if applicable, for the furnishing of:

1. plumbing and gas fitting and all kindred work;
2. steam power plants, steam and hot water heating and ventilating and refrigeration apparatus and all kindred work;
3. electrical work, including any electrical power plants, tele-data, fire alarm, or security system; and
4. structural steel and ornamental iron work.

A general contractor that intends to perform work in one or more of the above-referenced specialty trade categories as set forth in N.J.S.A. 40A:11-16 through the use of its own employees or the general contractor himself rather than through utilization of a subcontractor shall write the word "In-House" next to each applicable category and then insert the name, and the license number where required, of each such employee of the general contractor or the general contractor himself in the appropriate spaces for each specialty trade category applicable to the contract. Failure to specify the subcontractor, or indicate "In-House", in the event the bid contemplates the performance of any of the aforementioned categories of work shall also be cause for rejection of the Bid.

If the bid does not involve any of the above-referenced specialty trade categories set forth in N.J.S.A. 40A:11-16, the contractor **shall check the box** indicating "None" in the appropriate space provided.

In compliance with the above referenced statute, the undersigned hereby lists the name(s) of the following subcontractors:

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: _____
Specific Scope of Work Subcontracted: _____
License No. _____

Company Name: _____
Address: _____
Telephone: _____ Subcontract Amount: _____
Specific Scope of Work Subcontracted: _____
License No. _____

BIDDER'S QUALIFICATION FORM ~~(SEE ATTACHED)~~
(This form is part of the Proposal)

On the form provided, indicate at least five (5) jobs performed within the last three (3) years of a similar nature and Contract amount:

1. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address & Telephone Number: _____

2. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address & Telephone Number: _____

3. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address & Telephone Number: _____

4. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address & Telephone Number: _____

5. Name of Job: _____
Major Construction Items: _____

Engineer Name, Address & Telephone Number: _____

CONSENT TO INVESTIGATION

BOROUGH OF MOUNTAIN LAKES MORRIS COUNTY, NEW JERSEY

The Bidder hereby gives its consent to the Borough of Mountain Lakes, Morris County, New Jersey, or its authorized representatives to investigate and verify all information contained herein including financial and law enforcement information with respect to the Bidder. The Bidder agrees that all financial institutions, law enforcement agencies and regulatory agencies are authorized to release information verifying those representations and/or submissions made by the Bidder. The Bidder further agrees that the Borough of Mountain Lakes and/or its authorized representatives are authorized to inspect all premises and relevant records of said business entity in order to verify information contained herein.

The Bidder agrees that a photocopy of this Consent to Investigation may be accepted by any agency or institution in lieu of the original.

Name of Bidder EARTHWORKS, INC.

Bidder's Address: 13 MORELLO COURT

FARMINGDALE, NJ 07727

By: 
(Signature)

Name: JEFF CIARCIA

Title: PRESIDENT

Date: 6/13/23

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

COUNTY OF MONMOUTH) SS: Sunset Lake Dam Rehabilitation

I, JEFF CARGA of the Municipality of MOUNTAIN LAKES in the County of MORRIS and the State of NEW JERSEY being of full age and being duly sworn according to law on my oath depose and say that:

I am PRESIDENT of the firm of EARTHWORKS, INC. the bidder making the Proposal for the above named project; that I executed the said Proposal with full authority so to do, that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; that all statements contained in said Proposal and in this affidavit are true and correct, and made will full knowledge; that the State of New Jersey and owner relies upon the truth of the statements contained in said Proposal and in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. (NJSA 52:34-1).

EARTHWORKS, INC.
(Name of Contractor)

By: [Signature]
(Signature of Duly Authorized Representative)

JEFF CARGA - PRESIDENT
(Print Name and Title)

Subscribed and sworn to
before me this 12th
day of June, 2023

Rose Marie Iacobellis
Notary Public

My commission expires on May 4, 2028.

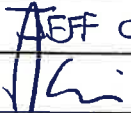


Stockholder Statement of Ownership (Continued)

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
JEFF GARCIA	13 MORELL CT - FARMINGDALE, NJ 07427

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; 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 completion of any contracts with the **Borough of Mountain Lakes** 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, permitting the **Borough of Mountain Lakes** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	JEFF GARCIA	Title:	PRESIDENT
Signature:		Date:	6/13/23

Stockholder Statement of Ownership (Continued)

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
EARTHWORKS, INC.	13 MORELL CT - FARMINGDALE, NJ 07727

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
NONE	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

STOCKHOLDER STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: EARTHWORKS INC.

Organization Address: 13 MORELLO CT - FARMINGDALE, NJ 07727

Part I Check the box that represents the type of business organization:

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

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (COMPLETE THE LIST BELOW IN THIS SECTION)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (SKIP TO PART IV)

(Please attach additional sheets if more space is needed.)

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS

1. The undersigned Bidder hereby acknowledges receipt of the following Addenda to the Bid Advertisement, Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the Addenda. Note that the Borough's record of Notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid. Accordingly, Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt (initial)</u>
<u>NONE</u>		

OR:

2. Bidder hereby acknowledges to the best of his/her knowledge that no Addenda have been issued by the Borough:

☒ **NO ADDENDA WERE RECEIVED** Initial 

Acknowledged for: EARTHWORKS, INC.
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name: JEFF GARCIA
(Print or Type Name of Authorized Representative)

Title: PRESIDENT

Date: 6/13/08

SITE INSPECTION AFFIDAVIT

I, JEFF CAROIA, on behalf of the bidder,
EARTHWORKS INC., do hereby declare that, I or my
(Name of Bidder)

duly authorized representative, did adequately inspect the Sunset Lake Dam Rehabilitation and the limits of the project in the Borough of Mountain Lakes for the purpose of being fully informed as to the location and condition of the project site. I inspected the project site on the 7TH day of JUNE, 2023, and I hereby acknowledge that I have satisfied myself with regard to the conditions of the site and the nature and extent of the work to be performed under this contract.

By:

[Signature]
JEFF CAROIA
(Print or Type Name)
EARTHWORKS INC.
(Bidding Firm)

Subscribed and sworn to
before me this 12th
day of June, 2023

Rose Marie Iacobellis
Notary Public

My commission expires on May 4, 2028.



FORM OF CONSENT OF SURETY

ATTACHED

BOROUGH OF MOUNTAIN LAKES
MORRIS COUNTY, NEW JERSEY

The _____ ("SURETY"), a Corporation organized and formed under the laws of the State of _____ and licensed to do business in the State of New Jersey, hereby consents and agrees that if the contract for the _____ is awarded to

(Insert Project Title)

_____, the undersigned SURETY consents

(Name of Bidder)

and agrees to execute any bond(s) as required by the Specifications and Contract Documents and to become the Surety in the full amount of the price Bid, \$ _____, for

(specify amount bid)

the faithful performance of the Contract.

IN WITNESS WHEREOF, the undersigned Surety has caused this agreement to be signed by its duly authorized representative and its Corporate Seal to be hereto affixed this _____ day of _____, 20 ____.

Signed, sealed and delivered in the presence of:

(Name of Surety)

(Witness)

By: _____
(Attorney-In-Fact)

Subscribed and sworn to
before me this _____
day of _____, _____.

Notary Public

My commission expires on _____, _____.

An attorney-in-fact who signs must attach a certified and effectively dated copy of their power of attorney.

NOTE: Consent of Surety must be signed by an authorized agent or representative of the Surety Company. The Consent of Surety and Bid Bond are to be accompanied by a consistently dated Power of Attorney.

BID BOND GUARANTEE

(ATTACHED)

WE, the undersigned _____
(Name of Bidder)
as Principal and _____
(Name of Surety)

are hereby held and firmly bound unto the Borough of Mountain Lakes (hereinafter referred to as the "Owner") in the sum of: _____
DOLLARS (\$) _____) for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the _____
(Insert Project Title)

NOW, THEREFORE, if said Bid shall be rejected or, in the alternative, if said Bid shall be accepted and the Principal shall execute and deliver to Owner a Contract in the form described in the Bid Specifications and Contract Documents, and shall in all other respects perform the agreements and obligations created by the acceptance of such Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

THE SURETY, for value received, stipulates and agrees that its obligations shall in no way be impaired or affected by any extension of the time within which the Owner may accept the Bid of the Principal; and said Surety waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year set forth above.

SIGNED AND SEALED this _____ day of _____ A.D., 20 ____ in the presence of:

PRINCIPAL (Seal)

WITNESS

TITLE

SURETY (Seal)

WITNESS

TITLE

Total Amount of Base Bid (Items 1 thru 40) in Words and Figures

TWO MILLION FOUR HUNDRED FIFTY EIGHT THOUSAND

(In Words)

SIX HUNDRED FIFTY DOLLARS AND ZERO CENTS

\$ 2,458,650.00

(In Figures)

Item No.	Estimated Quantity	Description of Item and Unit Prices (In Words)	Unit Price (In Figures)	Computed Total (In Figures)
31	1 LS	Concrete Outlet Structure Stop Log and Guide Assembly <u>FIVE THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>5000.00</u>	\$ <u>5000.00</u>
32	1 LS	Concrete Outlet Structure Hatch <u>THREE THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>3000.00</u>	\$ <u>3000.00</u>
33	1 LS	Reinforced Concrete Retaining Wall <u>TWENTY THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
34	1 LS	Retaining Wall Drainage System <u>FIVE THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>5000.00</u>	\$ <u>5000.00</u>
35	1 LS	Retaining Wall Stone Veneer <u>TEN THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
36	60 LF	Split Rail Fence, 4' High <u>FIFTY</u> Dollars <u>ZERO</u> Cents	\$ <u>50.00</u>	\$ <u>3000.00</u>
37	5 Unit	Floating Dock <u>FOUR THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>4000.00</u>	\$ <u>20,000.00</u>
38	100 Unit	Shrub Planting <u>TWENTY</u> Dollars <u>ZERO</u> Cents	\$ <u>20.00</u>	\$ <u>2000.00</u>
39	1 LS	Turf Restoration and Final Clean Up <u>TWO THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>2000.00</u>	\$ <u>2000.00</u>
40	325 LF	Geese Control Fence <u>TWENTY</u> Dollars <u>ZERO</u> Cents	\$ <u>20.00</u>	\$ <u>6500.00</u>

NOTE: BID PROPOSAL CONTINUES ON NEXT PAGE

Item No.	Estimated Quantity	Description of Item and Unit Prices (In Words)	Unit Price (In Figures)	Computed Total (In Figures)
21	22 CY	Pipe Filter Diaphragm <u>TWO HUNDRED</u> Dollars <u>ZERO</u> Cents	\$ <u>200.00</u>	\$ <u>4400.00</u>
22	85 LF	4" PVC Pipe and Leader Connections <u>THIRTY</u> Dollars <u>ZERO</u> Cents	\$ <u>30.00</u>	\$ <u>2550.00</u>
23	7 Unit	Lawn Inlet, 2' x 2' <u>TWO HUNDRED</u> Dollars <u>ZERO</u> Cents	\$ <u>200.00</u>	\$ <u>1400.00</u>
24	225 SY	Rip Rap Stone Channel Protection, 12" Thick (d50=6") <u>FORTY</u> Dollars <u>ZERO</u> Cents	\$ <u>40.00</u>	\$ <u>9000.00</u>
25	1 Unit	Scour Hole <u>TWO THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>2000.00</u>	\$ <u>2000.00</u>
26	1 Unit	Concrete Headwall H1 <u>FIVE THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>5000.00</u>	\$ <u>5000.00</u>
27	1 Unit	Concrete Headwall H2 <u>FIVE THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>5000.00</u>	\$ <u>5000.00</u>
28	1 LS	Concrete Outlet Control Structure <u>TWENTY THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>20,000.00</u>	\$ <u>20,000.00</u>
29	1 LS	Concrete Outlet Control Structure Railing <u>FIVE THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>5000.00</u>	\$ <u>5000.00</u>
30	1 LS	Concrete Outlet Control Structure Trash Rack <u>THREE THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>3000.00</u>	\$ <u>3000.00</u>

NOTE: BID PROPOSAL CONTINUES ON NEXT PAGE

Item No.	Estimated Quantity	Description of Item and Unit Prices (In Words)	Unit Price (In Figures)	Computed Total (In Figures)
11	1 LS	Soil Sampling, Testing and Analysis <u>TEN THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
12	300 CY	Reno Mattress with Gravel Filter and Geotextile <u>ONE HUNDRED</u> Dollars <u>ZERO</u> Cents	\$ <u>600.00</u>	\$ <u>180,000.00</u>
13	1 LS	Repair of Existing Concrete Weir <u>FIVE THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>5000.00</u>	\$ <u>5000.00</u>
14	17 CY	Concrete Fill <u>EIGHT HUNDRED</u> Dollars <u>ZERO</u> Cents	\$ <u>800.00</u>	\$ <u>13,600.00</u>
15	9275 CY	Controlled Fill <u>ONE HUNDRED FIFTY</u> Dollars <u>ZERO</u> Cents	\$ <u>150.00</u>	\$ <u>1,391,250.00</u>
16	140 LF	Toe Drain with Filter Aggregate and 6" Perforated Pipe <u>ONE HUNDRED</u> Dollars <u>ZERO</u> Cents	\$ <u>100.00</u>	\$ <u>14,000.00</u>
17	40 LF	6" Solid Profile Wall HDPE (Toe Drain Outfall) <u>EIGHTY</u> Dollars <u>ZERO</u> Cents	\$ <u>80.00</u>	\$ <u>3200.00</u>
18	330 LF	8" HDPE Pipe <u>SIXTY</u> Dollars <u>ZERO</u> Cents	\$ <u>60.00</u>	\$ <u>19,800.00</u>
19	40 LF	12" HDPE Pipe <u>EIGHTY</u> Dollars <u>ZERO</u> Cents	\$ <u>80.00</u>	\$ <u>3200.00</u>
20	105 LF	12" HDPE SDR11 Pipe with Concrete Encasement <u>ONE HUNDRED FIFTY</u> Dollars <u>ZERO</u> Cents	\$ <u>150.00</u>	\$ <u>15,750.00</u>

NOTE: BID PROPOSAL CONTINUES ON NEXT PAGE

SCHEDULE OF PRICES

Sunset Lake Dam Rehabilitation Borough of Mountain Lakes Morris County, New Jersey

Item No.	Estimated Quantity	Description of Item and Unit Prices (In Words)	Unit Price (In Figures)	Computed Total (In Figures)
1	1 LS	Mobilization <u>EIGHTY THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>80,000.00</u>	\$ <u>80,000.00</u>
2	1 LS	Maintenance and Protection of Traffic <u>FIVE THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
3	1 LS	Soil Erosion and Sediment Control and Water Quality Control <u>FIVE THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>5,000.00</u>	\$ <u>5,000.00</u>
4	1 LS ONE HUNDRED TWENTY THOUSAND	Lake Lowering, Dewatering and Maintenance & Bypass of Stream Flow <u>ZERO</u> Dollars <u>ZERO</u> Cents	\$ <u>120,000.00</u>	\$ <u>120,000.00</u>
5	1 LS	Fish Salvage, Relocation and Restocking <u>FIFTEEN THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
6	1 LS	Temporary Construction Access <u>TEN THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
7	1 LS	Clearing Site <u>ONE HUNDRED THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>100,000.00</u>	\$ <u>100,000.00</u>
8	1 LS	Clearing Site, Structure <u>TEN THOUSAND</u> Dollars <u>ZERO</u> Cents	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
9	1200 CY	Excavation, Unclassified <u>TWENTY</u> Dollars <u>ZERO</u> Cents	\$ <u>20.00</u>	\$ <u>24,000.00</u>
10	2000 CY	Lake Dredging and Sediment Disposal <u>ONE HUNDRED FIFTY</u> Dollars <u>ZERO</u> Cents	\$ <u>150.00</u> \$ 100.00	\$ <u>300,000.00</u> \$ 200,000.00

NOTE: BID PROPOSAL CONTINUES ON NEXT PAGE

PROPOSAL

To: Borough of Mountain Lakes

For: **Sunset Lake Dam Rehabilitation**

The undersigned hereby declares that the only person or persons interested in the Proposal as principal or principals, is or are named below, and that no other person than herein below named has any interest in the Proposal. This Proposal is made without any connection with any other person or persons making a Proposal for the same purpose. The Proposal is in all respects fair and without collusion or fraud and that no officer or employee of the Municipality is, shall be, or will become directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise in the performance of the contract, or in the supplies, work, or business to which it relates.

It is further declared that the site of the work and the Contract Documents have been examined and it is also agreed that the work will be carried out and completed, if this Proposal is accepted, as specified and the undersigned will provide all the Superintendence, Labor, Material, Tools and Equipment, and all else necessary therefore, and incidental thereto for the items in the Proposal, complete in place, at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is understood that the quantities stated in this Schedule of Prices for the various items are estimates only and the Municipality reserves the right to increase or decrease the items specified in the Contract Documents. It is further understood that the total price stated by the undersigned in the Schedule of Prices is based on the estimated quantities and it will control in the awarding of the Contract, and that payments will be made for the actual measurements of the authorized work as constructed in accordance with the unit prices stated hereafter in the Schedule of Prices.

Accompanying this Proposal is a Consent of Surety and a certified check, cashier's check, or bid bond for a minimum of ten (10%) percent of the amount bid but not more than \$20,000.00, payable to the Municipality, which is agreed by the undersigned to be forfeited as liquidated damages, and not as a penalty, if the Contract is awarded to the undersigned, and the undersigned shall fail to execute the Contract for the work within the stipulated time, otherwise, the bid security shall be returned to the undersigned as specified in the Contract Documents.

Authorized Signature [Signature] Title PRESIDENT
Firm's Name EARTHWORKS, INC.
Address 13 MOORELLO COURT
FARMINGDALE NJ 07737
Telephone 732-236-1332 Date 6/13/23
Facsimile 732-358-0325 E-mail EARTHWORKS/NJ@GMAIL.COM

PROPOSAL

Request for Taxpayer Identification Number and Certification

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

► Go to 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. JEFF CLARCA		
2 Business name/disregarded entity name, if different from above EARTHWORKS, INC.		
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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. 13 MORELLO COURT	Requester's name and address (optional)	
6 City, state, and ZIP code FARMINGDALE NJ 07727		
7 List account number(s) here (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
35 - 845-0128

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ► 	Date ► 2/18/21
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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.

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 1088 (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.

- Colonial Lake Hydroraking - Lawrence Township, NJ
2020 - Lawrence Township - \$ 200,000.00
James Parvesse - Municipal Engineer - 609 - 844- 7087

- Wild Duck Pond Restoration - Ridgewood, NJ
2021- 2022 - County of Bergen - \$ 2,000,000.00
Adam Strobel - 201 - 336 - 6000

- Farm Road Park - Secaucus , NJ
2022 - Town of Secaucus - \$ 825,000.00
Boswell Engineering - Frank Rossi - 201- 641- 0770

Bank Reference - Manasquan Savings Bank
Cheryl Koenig - 732 - 410 - 4221

Credit Reference - Highway Equipment - 732 - 446 - 7600
- Jesco Inc. - 908 - 753 - 8080
- Atlantic Plumbing - 732 - 229 - 0334
- Komatsu USA - 908 - 561- 9000

Earthworks, Inc.


Jeff Ciarcia
President

- Stream Cleaning - Spruce Run - Glen Gardner, NJ
2017 - US Concrete - \$ 2,500,000.00
Frank Rossi - Boswell Engineering - 201 - 641 - 0770
- Faber Field - Glen Rock, NJ
2017 - Borough of Glen Rock - \$ 300,000.00
Gary Ascolese - Boswell Engineering - 201- 641 - 0770
- Dock Installation Coast Guard Marina - Secaucus, NJ
2017 - Town of Secaucus
Gary Jeffas - Town of Secaucus - 201 - 330 - 2008
- Thomas Stewart Park - Greenwich, NJ
2017- Township of Greenwich - \$ 565,000.00
Mike Fanelli - Fanelli Engineering - 908 - 835 - 9500
- Ditch Cleaning/ Dredging - Secaucus, NJ
2017- Town of Secaucus - \$ 490,000.00
Art Senor - Remington & Vernick - 201 - 624 - 2137
- Sideslope Closure - Middlesex County Utilities Authority
2018 - MCUA - \$ 1,225,000.00
Chris Kellar - French and Parrello - 732 - 312 - 9800
- Goffle Hill Water Tank Soil Remediation
2019 - Township of Hawthorne - \$ 380,000.00
Frank Rossi - Boswell Engineering - 201 - 641 - 0770
- Footes Pond Trail - Morristown, NJ
2019 - Town of Morristown - \$ 254,000.00
Anthony Devesio - 973 - 644 - 4367
- Frelinghuysen Arboretum Trail - Morristown, NJ
2020 - Morris County Parks Commision - \$ 560,000.00
Ed Confair - ELP Inc. - 215 - 330 - 4113
- Stoneybrook Trail - Rosedale Park, Pennington, NJ
2020 - Mercer County Parks Commision - \$ 1,925,000.00
Matt Connors - ELP - 215- 330- 4113

References

Earthworks, Inc.
13 Morello Court
Farmingdale, NJ 07727

Jobs Completed:

- Maidenhead Trail
2013 - County of Mercer - \$497,000.00
Frank Zabawa - 609 - 303 - 0708
- Ramapo River Bank Stabilization (Funded by USDA Grant)
2014- Boro of Oakland, NJ - \$ 597,500.00
Frank Rossi - Boswell Engineering - 201 - 641 - 0770
- Beach Replenishment
2014- Borough of Avalon - \$ 304,000.00
Tom Thornton - Hatch, Mott, Macdonald - 609 - 465 - 9377
- Upper Lake Mohawk Dredging - Contaminated Soil
2014 - Lake Mohawk Country Club- \$ 383,000.00
Frank Voris or Sabine Watson - CP Engineers - 973 - 300- 9003
- Little Silver Lake Dredging - Contaminated Soil
2015 - Borough of Point Pleasant Beach - \$ 387,000.00
Ray Savacool - T&M Associates - 732 - 473 - 3400
- Monmouth Beach Dune Construction - Dune Construction
2015 - Borough of Monmouth Beach - \$ 340,000.00
Eric Nathanson - T&M Associates - 732- 671-6400
- Hike/Bikeway Trail - Bedminster, NJ
2015 - Township of Bedminster - \$ 374,000.00
Rich Quamme - Ferriero Engineering - 908 - 879 - 6209
- Hopewell Trail - Hopewell, NJ
2016 - Township of Hopewell - \$ 730,000.00
Dennis Oneil - Ferriero Engineering - 609 - 466 - 0002

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-JUL-2022** to **15-JUL-2029**

EARTHWORKS, INC.
13 MORELLO COURT
FARMINGDALE

NJ 07727



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO
State Treasurer

07/20/12

Taxpayer Identification# 352-450-128/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

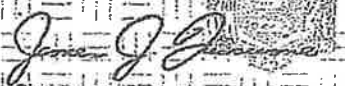
If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY		BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252	
TAXPAYER NAME:	EARTHWORKS, INC.		TRADE NAME:		
ADDRESS:	13 MORELLO COURT FARMINGDALE NJ 07727		SEQUENCE NUMBER:	1751352	
EFFECTIVE DATE:	07/20/12		ISSUANCE DATE:	07/20/12	
			 Director New Jersey Division of Revenue		

Certificate Number
691145

Registration Date: 08/31/2022
Expiration Date: 08/30/2024



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Earthworks, Inc.

Responsible Representative(s):
Jeff Ciardla, President

Robert Asaro-Angelo

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

5. Explain in detail your plan to dewater the project area, specifically the project area upstream and downstream of the existing dam embankment. Be specific with materials and installation details and whether or not a subcontractor will be used to construct this work. Explain how the dewatering system will be decommissioned after construction so that there will be no seepage through the decommissioned dewatering system when the project is completed. Provide the name of the NJ licensed engineer that will design any dewatering processes.

DC ENGINEERING - LAKE COMB
OR BOSWELL ENGINEERING - HACKENSACK

6. The work, if awarded to you, will have the personal supervision of whom?

JEFF CLARKIN

7. Provide the name and address of the Subcontractor(s) that you will use for the project and what component of the project will be constructed by the subcontractor.

NONE

8. Do you intend to do the proposed work with your own forces? YES

9(a). Do you intend to sublet any portions of the work pursuant to section 16 of P.L. 1971, c. 198 (C.40A:11-16), which includes the furnishing of plumbing and gas fittings, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, each of which the subcontractors shall be qualified in accordance with P.L.1971,c.198(C.40A:11-1 et seq.)? If so, state the amount of any subcontract(s), and the name and address of the

Subcontractor(s).

NONE

9(b). Do you intend to sublet any portions of work not included in 9(a) above? NONE

STATUS OF CONTRACTS ON HAND

10. Give full information about all of your Contracts, whether private or government Contracts, whether prime or sub-Contracts; whether in progress or awarded but not yet begun; or where you are low bidder pending formal award of Contract.

Owner	Location	Description	Adjusted Contract Amount	Amount Completed and Billed	Additional Earned Since Last Estimate	Balance to be Completed	Estimated Date of Completion
BRIDGEWATER	CAMP CRAWFELL	TRAIL	618,000.00	FULL			JULY 1
Totals							

11. What equipment do you own that is available for and intended to be used on the proposed project?

TABLE 1

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Yrs of Service	Present Location
1					
1					
1					

12. What equipment do you intend to purchase or lease for use on the proposed work, should the Contract be awarded to you?

TABLE 2

Quantity	Item	Description, Size, Capacity, Etc.	Approximate Cost	
			Purchase	Lease
1		AMPHIBIOUS EXCAVATOR		10,000.00
1		KOBELCO SK 350		16,000.00
1		KUBOTA LOADER		5,000.00

13. Have you made Contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give name of dealers or manufacturers.

_____ YES

✓ NO

The Undersigned hereby declare(s) that the items of equipment in Table 1 are owned by EARTHWORKS, INC, and are available for and intended to be used on the Project, if EARTHWORKS, INC is awarded the Contract, and that (he) (she) (they) propose(s) to purchase or lease for the Project the additional items of equipment stated in Table 2.

If awarded the Contract, the Undersigned will furnish certificates from the owners of leased equipment to the effect that, in case of default of Contract, as set forth in Article 25 the Governing Body has the right to take over the leased equipment for use in completing the work.

Dated at 13 MORENO CT this 12TH day of JUNE, 20 23.

EARTHWORKS, INC.
Name of Organization
By [Signature]
JEFF CARRA - PRESIDENT
Title or Person Signing

STATE OF NJ
COUNTY OF MONMOUTH

_____, Being duly sworn, deposes and says that he/she is of the above EARTHWORKS, INC
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this 12th
day of June, 20 23
ROSE MARIE IACOBELLIS
Notary Public

My Commission Expires May 4, 2028

Bidder may attach additional documentation that supplements the information set forth on this form.



DISCLOSURE OF PROHIBITED ACTIVITIES IN RUSSIA – BELARUS & IRAN
P.L. 2022,c.3, N.J.S.A. 52:32-55 et seq., N.J.S.A. 40A: 11-2.1, N.J.S.A. 18A:18A-49.4

SUNSET LAKE DAM REHABILITATION

SOLICITATION NUMBER: Bidder: EARTHWORKS, INC.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NONRESPONSIVE.

Pursuant to law, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus, or Iran. The lists are found on the New Jersey Division of Purchase and Property's website at the following web addresses:

<http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>.

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>

Bidders must review the lists prior to completing the below certification. **Failure to complete the certification and provide to the Owner prior to award of contract will render a bidder's proposal nonresponsive.** If the Borough of Mountain Lakes finds a person or entity to be in violation of law, action shall be taken as may be appropriate and provided by law, rule, or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

<input checked="checked" type="checkbox"/>	I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is <u>listed</u> on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List") or engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c.3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.
	<u>OR</u>
<input type="checkbox"/>	I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Russia-Belarus list and/or Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. <u>Failure to provide such will result in the proposal being rendered as nonresponsive</u> and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN RUSSIA OR BELARUS AND/OR IRAN

You must provide a detailed, accurate, and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Russia or Belarus and/or Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, MAKE COPIES OF THIS FORM AND ATTACH HERETO

Name _____ Relationship to Bidder _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder Contact Name _____ Contact Phone Number _____

CERTIFICATION:

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Borough of Mountain Lakes is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Mountain Lakes to notify the Borough of Mountain Lakes in writing of any changes to the answers of information contained herein. I acknowledge 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 recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Borough of Mountain Lakes and that the Borough of Mountain Lakes at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): JEFF CIANCIA Signature: [Signature]

Title: PRESIDENT Date: 6/13/23

**Prevailing Wage Rate
Acknowledgement**

Borough of Mountain Lakes
Morris County, New Jersey

Sunset Lake Dam Rehabilitation

Public bodies are expected to require proof of registration of all contractors bidding on the project and all subcontractors identified in such bids.

Bidders on the contract shall pay the prevailing wage rates for the locality in which the project is to be performed as determined by the New Jersey Department of Labor Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.)

The state wage rates in effect at the time of award will be made a part of this contract, pursuant to Chapter 150 Laws of 1983 (N.J.S.A. 34:11-56.25 et. seq.)

EARTHWORKS, INC.

Name of Firm

JL

Signature

PRESIDENT

Title

13 MORELL CT - FARMINGDALE, NJ 07727

Address of Firm

6/13/23

Date

**BID OPENING CHECKLIST
ITEMS TO BE SUBMITTED BY BIDDER**

CONTRACT TITLE: Sunset Lake Dam Rehabilitation

DATE OF BID OPENING June 13th, 2023 TIME 10:00 am

BIDDER'S COMPANY NAME EARTHWORKS, Inc.

Failure to submit any of the following items with the bid may result in the rejection of your bid:


Items to be Submitted	Description of Item to be Submitted	Information to Bidders Section	Item Submitted (Initial)	
			Yes	No
1.	Proposal Form	2	<i>[initials]</i>	
2.	Schedule of Prices	2	<i>[initials]</i>	
3.	Bid Bond Guarantee	5	<i>[initials]</i>	
4.	Form of Consent of Surety	6	<i>[initials]</i>	
5.	Site Inspection Affidavit	11	<i>[initials]</i>	
6.	Acknowledgment of Receipt of Changes to Bid Documents	12	<i>[initials]</i>	
7.	Stockholder Statement of Ownership	23	<i>[initials]</i>	
8.	Non-Collusion Affidavit	25	<i>[initials]</i>	
9.	Consent to Investigation	26	<i>[initials]</i>	
10.	Bidder's Qualification Form	33	<i>[initials]</i>	
11.	NJ Business Registration Certificate	37	<i>[initials]</i>	
12.	Public Works Contractor Registration Certificate	38	<i>[initials]</i>	
13.	List of Subcontractors	39	<i>[initials]</i>	
14.	Plan and Equipment Questionnaire	40	<i>[initials]</i>	
15.	Disclosure of Prohibited Activities in Russia – Belarus & Iran	41	<i>[initials]</i>	
16.	Prevailing Wage Acknowledgement	24	<i>[initials]</i>	
17.	Bid Opening Checklist	3	<i>[initials]</i>	

In addition to the bid specifications and contract documents, Bidders are specifically required to **REVIEW** the following prior to submitting a Bid:

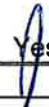



Description of Item to be Reviewed	Applicable Specification Section	Item Reviewed (Initial)	
		Yes	No
Americans with Disabilities Act of 1990	Appendix A	<i>[initials]</i>	
Mandatory Equal Employment Opportunity Language	Appendix A	<i>[initials]</i>	

**Bid Checklist Form
(2 of 2)**

Prior to award, the following items will be **REQUIRED**:


Description of Item to be Submitted Prior to Contract Award	Applicable Technical Specification Page No.	Item Reviewed (Initial)	
		Yes	No
NONE [or list any project-specific items or demonstrations]			

Upon notification of the award, the following items will be **REQUIRED**:

Description of Item to be Submitted Upon Contract Award	Applicable Reference	Item Reviewed (Initial)	
		Yes	No
Performance Bond	Information to Bidders - Section 7		
Labor and Material Payment Bond	Information to Bidders - Section 8		
Initial Project Workforce Report (Form AA-201)	Information to Bidders - Section 19		
Certificate of Insurance	General Conditions Section 2.25; Agreement		
Taxpayer Identification (W-9)	N/A		

In case of any conflict between the requirements of this Bidder's Checklist and the requirements of the Contract Documents, the requirements of the Contract Documents shall prevail.

EARTHWORKS, INC.
Name of Firm or Individual


Signature

PRESIDENT
Title

6/13/23
Date

AGREEMENT BETWEEN

AND
THE BOROUGH OF MOUNTAIN LAKES

AGREEMENT (This "Agreement") made as of the ____ day of _____, 2020, between

the "Borough":

The Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

and the "Contractor":

the "Work":

SUNSET LAKE DAM REHABILITATION

The Borough and the Contractor agree as set forth below.

WITNESSETH:

That the parties to these presents, for themselves and for their successors and assigns, each in the consideration for the undertaking, promises, and agreements on the part of the other herein contained, do hereby covenant, undertake, promise, and agree as set forth below:

ARTICLE 1 - SCOPE OF WORK

The Contractor hereby agrees to provide those services and to perform that work specifically detailed in the accompanying Proposal, all in accordance with the Contract Documents. The Information to Bidders and the General Conditions of the Contract, Specifications and all documents referenced therein are made a part hereof and are specifically incorporated herein by reference.

ARTICLE 2 - TIME OF COMPLETION

The work to be completed under this Contract shall be commenced not later than ten (10) calendar days after the Notice to Proceed Date has been given to the Contractor by the Engineer and shall be completed within one hundred and fifty (150) consecutive calendar days from the Contractor's receipt of the written Notice to Proceed Date.

ARTICLE 3 - CONTRACT SUM

The Contract price for all of the services set forth in the Specifications, Information to Bidders, and the General Conditions of the Contract shall be \$_____, payable by the Borough subject to additions and deductions as provided in the General Conditions of the Contract and the accompanying Bid Proposal as follows:

The Contractor shall complete a Borough payment voucher and return it signed to the Borough Administrator, who will review same and, assuming the Borough Engineer authorizes payment, shall sign same and forward the voucher with his/her recommendation for payment to the Borough Council for execution as well. Payment by the Borough shall be made in accordance with its established payment procedures.

ARTICLE 4 - INSURANCE REQUIREMENTS

Contractor shall procure and maintain at Contractor's expense, insurance of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in the State of New Jersey. Before commencing the Work, Contractor shall furnish to the Borough a Certificate or Certificates of Insurance together with Declaration Pages in form satisfactory to the Borough Attorney showing that Contractor has complied with this subsection. The Certificate or Certificates and Declaration Pages shall provide that the policies shall not be terminated, changed, non-renewed or canceled until thirty (30) days prior written notice has been given the Borough. Upon request, the Contractor shall furnish the Borough with a certified copy of each policy itself, including the provisions establishing premiums. The types and minimum limits of insurance are as follows:

- (a) Comprehensive general liability insurance against claims for bodily injury and property damage occurring on, in or about the Work and the adjoining streets, sidewalks and passageways, including contractual liability coverage pursuant to this section, in an amount not less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate; \$1,000,000.00 personal and advertising injury; products and completed operations liability insurance in the amount of \$2,000,000.00; \$100,000.00 damages to rented premises; and \$10,000.00 medical expense;
- (b) Owner's Contractor Protective Liability Insurance in an amount of not less than \$1,000,000.00 each occurrence; \$2,000,000 general aggregate for all projects subject to the bidding process;
- (c) Employer's Liability Insurance in the full statutory amount required by New Jersey law;
- (d) Comprehensive Automotive Liability Insurance against claims for bodily injury or property damage in combined single limit amount of not less than \$1,000,000.00;
- (e) Umbrella Liability Insurance, in an amount not less than \$3,000,000.00 aggregate and \$3,000,000.00 each occurrence. The umbrella policy shall be written on an occurrence basis and at a minimum provide excess to the Contractor's General Liability, Automobile Liability and Employer's Liability policies;
- (f) Workers' Compensation Insurance coverage of all of Contractor's employees to include owners of sole proprietors, partners, executive officers, and members of limited liability corporations (LLC). If any work is sublet, Contractor shall require the subcontractor to provide Workers' Compensation Insurance unless such employees are covered by Contractor. All such insurance shall be in amounts required by New Jersey law.
- (g) All liability insurance referred to in (a), (b), (c), (d), and (e) above shall include the Borough of Mountain Lakes, its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees as additional insureds, on a primary and non-contributory basis. They shall also include a Waiver of Subrogation in favor of the Borough of Mountain Lakes where applicable by law. The existence or approval of any insurance policies hereunder is not intended to and shall not be construed as a limitation of any liability assumed by or imposed upon contractor as a result of this Contract and/or as a limitation on the extent of Contractor's responsibility for payment of damages resulting from his Work under this Contract.

The Borough of Mountain Lakes shall be named as an additional insured on all policies required hereunder. A Waiver of Subrogation must be included in favor of The Borough of Mountain Lakes where applicable by law. If an organization engages in the use of Subcontractors, the organization and the subcontractor shall name the Borough of Mountain Lakes as additional insured as outlined in Section (g) above, as well as include a Waiver of Subrogation in favor of The Borough of Mountain Lakes.

In the event Contractor shall fail to maintain any insurance required hereunder, the Borough may (but shall not be obligated to) procure such insurance on behalf of Contractor. Contractor agrees to reimburse the Borough for any such payment immediately upon demand. The procurement of insurance by the Borough on behalf of Contractor shall not be deemed to be a waiver of the requirements of this Section, and shall not prevent the Borough from exercising its rights under the Contract Documents on account of a breach.

ARTICLE 5 - INDEMNIFICATION

The Contractor agrees to indemnify and save harmless the Borough, and its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees against and from all suits and costs of every description, including but not limited to costs of legal and from all damages which may be brought against the Borough or any of its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees arising out of, or resulting from, the work that is the subject of this agreement. The various unit prices and Contract sum quoted in the accompanying Proposal shall be for, and is to include, all labor, material, and equipment; the payment of all claims and obligations; and whatever else is necessary to complete the Contract to the satisfaction of the Borough Engineer. The indemnification provided by the Contractor includes indemnification for any alleged fault or negligence on the part of the Borough or any of its departments, agencies, boards, commissions, officers, officials, agents, servants, administrators, and employees. This provision shall be construed as broadly in favor of indemnification as permitted by New Jersey law.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of the day and year as first above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES:

Cara Fox, Borough Clerk

Khizar A. Sheikh, Mayor

Date

Date

ATTEST:

CONTRACTOR:

Witness

President

Date

Date

STATE OF NEW JERSEY)

COUNTY OF) SS:

I certify that on the ____ day of _____, 20____, _____ personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person signed, sealed and delivered the attached document as President of the corporation named in this document; and (b) this document was signed and made by the corporation as its voluntary act and deed by virtue of authority from its Board of Directors.

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of

My Commission expires _____, 20____.

STATE OF NEW JERSEY)

COUNTY OF) SS:

I certify that on the ____ day of _____, 20____, Cara Fox personally came before me and this person acknowledged under oath to my satisfaction that: (a) this person is the Clerk of the Borough of Mountain Lakes, the municipal corporation named in the attached document; (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Khizar A. Sheikh, the Mayor of the municipal corporation as its voluntary act duly authorized by a proper resolution of the Municipal Council; (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and (e) this person signed this proof to attest to the truth of these facts.

Cara Fox, Clerk

Subscribed and sworn to before me this

_____ day of _____ 20____.

Notary Public of

My Commission expires _____, 20____.

FORM OF PERFORMANCE BOND (100%)

THIS FORM APPLIES TO THE SUCCESSFUL BIDDER(S) AFTER NOTIFICATION OF AWARD. THE PERFORMANCE BOND MUST BE SUBMITTED TOGETHER WITH THE EXECUTED CONTRACT.

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned

(Name of Contractor)

(Address and Telephone Number of Contractor)

as Principal, and

(Name and Address of Surety Company)

as sureties, are hereby held and firmly bound unto the Borough of Mountain Lakes, 400 Boulevard, County of Morris, State of New Jersey, in the penal sum of _____ Dollars, (\$_____) for payment of which will and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the named principal did on the _____ day of _____, 20____ enter into a contract with the Borough of Mountain Lakes, County of Morris, State of New Jersey which said Contract is made a part of this, the bond, the same as though set forth herein.

Now if the said principal shall well and faithfully do and perform the things agreed by (him) (them) (it) to be done and performed according to the terms of said Contract, or any changes or modifications therein made as therein provided and shall pay lawful claims of subcontractors, materialmen, laborers, persons, firms or beneficiaries for labor performed, or materials, provisions, provender or other supplies or teams, fuel oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or beneficiary having a just claim as well as for the obligee herein; and shall indemnify and save harmless the Owner mentioned in the Contract aforesaid, its officers, agents, and servants, and each and every one of them against and from all suits and costs of every kind and description from all damages to which the said Owner in said Contract mentioned, or any of its officers, agents or servants may be put by reason of injury to the person or property of others resulting from the performance of said work, or through the negligence of said Contractor aforementioned, or through any improper or defective machinery, implements or appliances used by the said Contractor in the aforesaid work, or through any act or omission on the part of the said Contractor or his agents, employees or servants; and shall further indemnify and save harmless the Owner mentioned in the Contract aforesaid, its officers, agents and servants from all suits and actions of any kind or character whatsoever, which may be brought or instituted by any subcontractor, materialman or laborer who has performed work or furnished materials in or about the work required to be done pursuant to the said Contract or by, or on account of any claims or amount recovered for any infringement of patent, trademark or copyright; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder, shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said Contract, or in or to the plans or specifications therefor, shall in any way affect the obligation of said surety on its bond.

ATTEST:	CONTRACTOR	_____
_____	SIGNATURE/DATE	_____
SIGNATURE	PRINT NAME	_____
_____	TITLE	_____
PRINT NAME	ADDRESS	_____
_____	_____	_____
(SEAL)	TELEPHONE	_____

SIGNED AND SEALED this * _____ day of _____, 20 ____

Principal Raised Corporate Seal (MUST BE AFFIXED)

Contractor Name (Corporate Seal)

By: _____ (Seal)
(Must be President, Vice President, Owner,
Partner, Manager, or Member)

(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Surety)

By: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney

NOTE: Applicable sections of attached
acknowledgments must be completed and
returned as part of the bond.

* Power of Attorney must be certified on this date or later.

FORM OF LABOR AND MATERIAL PAYMENT BOND

This form applies to the successful bidder(s) after notification of award. The labor and material payment bond must be submitted together with the executed contract.

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned

(Name of Contractor)

(Address and Telephone Number of Contractor)

as Principal, hereinafter called Contractor, and _____

(Name and Address of Surety Company)

a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____ as Surety, hereinafter called Surety, are held firmly bound unto the Borough of Mountain Lakes, 400 Boulevard, Mountain Lakes, New Jersey 07046 as obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined in the amount of _____ Dollars, (\$ _____) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20____ entered into a contract with the Owner for _____ (Project Name) in accordance with the drawings and specifications prepared by _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall, well and truly perform the contract, and shall pay off, satisfy and discharge all claims of subcontractors, laborers, materialmen and all persons furnishing material or doing work pursuant to the Contract and shall save Owner and its property harmless from any and all liability over and above the contract price thereof, between the Owner and the Contractor, for all of such labor and material, and shall fully pay off and discharge and secure the release of any and all mechanics liens which may be placed upon said property by any such subcontractor, laborer or materialmen, then this obligation shall be null and void. Otherwise, it shall remain in full force and effect.

SIGNED AND SEALED this * _____ day of _____, 20____

Principal Raised Corporate Seal (MUST BE AFFIXED)

Contractor Name (Corporate Seal)

By: _____ (Seal)
(Must be President, Vice President, Owner,
Partner, Manager, or Member)

(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Surety)

By: _____ (Seal)

NOTE: Raised Corporate Seals are mandatory.
Please attach Power of Attorney

NOTE: Applicable sections of attached
acknowledgments must be completed and
returned as part of the bond.

* Power of Attorney must be certified on this date or later.

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we the undersigned

(Name of Contractor)

(Address and Telephone Number of Contractor)

as Principal, hereinafter called Contractor, and _____
(Name and Address of Surety Company)
a corporation organized and existing under the laws of the State of _____, with its principal office in the city of _____ as Surety, hereinafter called Surety, are held firmly bound unto the Borough of Mountain Lakes, 400 Boulevard, Mountain Lakes, New Jersey 07046 as Oblige, hereinafter called Owner, in the amount of _____ Dollars, (\$ _____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 20 ____ entered into a contract with the Owner for _____ (Project Name) in accordance with the drawings and specifications prepared by _____ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract, and the same contract was completed and accepted on _____, 20 ____.

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall, for a period of two (2) years from and after the date of completion and acceptance of same by Owner, replace any and all defects arising in the Work, whether resulting from defective materials or defective workmanship, after such period this obligation shall be null and void; otherwise it will remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, and
2. Shall save the Owner harmless from any claims, judgments, or liens arising from the Surety's failure to either remedy the default or to complete the Contract in accordance with its terms and conditions in a timely manner.

No rights of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors of Owner.

SIGNED AND SEALED this * _____ day of _____, 20 ____

Principal Raised Corporate Seal (MUST BE AFFIXED)

Contractor Name (Corporate Seal)

By: _____ (Seal)
(Must be President, Vice President, Owner, Partner, Manager, or Member)

(Title)

Surety Raised Corporate Seal (MUST BE AFFIXED)

(Surety)

By: _____ (Seal)

* Power of Attorney must be certified on this date or later.

NOTE: Raised Corporate Seals are mandatory. Applicable sections of attached acknowledgments must be completed and returned as part of the bond.

APPENDIX A

AMERICANS WITH DISABILITIES ACT OF 1990

EXHIBIT B - MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et. seq. (P.L.1975, c.127), N.J.A.C. 17:27-1.1 et seq.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Borough of Mountain Lakes (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 will send to each labor union, with which it has a collective bargaining agreement, 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program, may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance of N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the

Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Dept. of LWD, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
- (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
- (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women workers.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If

necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

BID BOND GUARANTEE

WE, the undersigned Earthworks, Inc., 13 Morello Court, Farmingdale, NJ 07727
(Name of Bidder)
as Principal and NGM Insurance Company, 4601 Touchton Road East, Jacksonville, FL 32246
(Name of Surety)

are hereby held and firmly bound unto the Borough of Mountain Lakes (hereinafter referred to as the "Owner") in the sum of: Ten Percent (10%) of amount bid not to exceed \$20,000.00 DOLLARS (\$ XXXXXXXXXXXXXXXXXX) for the payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and made a part hereof, to enter into a Contract, in writing, for the Sunset Lake Dam Rehabilitation
(Insert Project Title)

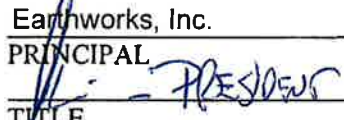
NOW, THEREFORE, if said Bid shall be rejected or, in the alternative, if said Bid shall be accepted and the Principal shall execute and deliver to Owner a Contract in the form described in the Bid Specifications and Contract Documents, and shall in all other respects perform the agreements and obligations created by the acceptance of such Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

THE SURETY, for value received, stipulates and agrees that its obligations shall in no way be impaired or affected by any extension of the time within which the Owner may accept the Bid of the Principal; and said Surety waives notice of any such extension.


IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as corporations have caused their corporate seals to be hereto fixed and these presents to be signed by their proper officers, the day and year set forth above.

SIGNED AND SEALED this 13th day of June A.D., 2023 in the presence of:


WITNESS

Earthworks, Inc. (Seal)
PRINCIPAL

TITLE


WITNESS Gemma Doster, Witness

NGM Insurance Company (Seal)
SURETY

TITLE Jeanne Primavera, Attorney-in-Fact

FORM OF CONSENT OF SURETY

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

The NGM Insurance Company ("SURETY"), a Corporation organized and formed under the laws of the State of Florida and licensed to do business in the State of New Jersey, hereby consents and agrees that if the contract for the Sunset Lake Dam Rehabilitation is awarded to

(Insert Project Title)

Earthworks, Inc.

(Name of Bidder)

, the undersigned SURETY consents and agrees to execute any bond(s) as required by the Specifications and Contract Documents and to become the Surety in the full amount of the price Bid, \$ 2,458,680.00, for

(specify amount bid)

the faithful performance of the Contract.

IN WITNESS WHEREOF, the undersigned Surety has caused this agreement to be signed by its duly authorized representative and its Corporate Seal to be hereto affixed this 13th day of June, 20 23.

Signed, sealed and delivered in the presence of:

NGM Insurance Company

(Name of Surety)

Gemma Doster
(Witness) Gemma Doster, Witness

By: Jeanne Primavera
(Attorney-In-Fact)
Jeanne Primavera, Attorney-in-Fact

Subscribed and sworn to
before me this 13th
day of June, 2023.

Kristin Bevacqua
Notary Public



My commission expires on September 12, 2027.

An attorney-in-fact who signs must attach a certified and effectively dated copy of their power of attorney.

NOTE: Consent of Surety must be signed by an authorized agent or representative of the Surety Company. The Consent of Surety and Bid Bond are to be accompanied by a consistently dated Power of Attorney.

Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2021 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by is PricewaterhouseCoopers LLP, One North Wacker, 11th Floor, Chicago, IL 60606

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$562,745,202

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2022 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$54,739,000

- 3) The amount of the bond to which the statement and certification is attached is \$ Ten Percent (10%) of amount bid not to exceed \$20,000.00

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:


<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
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And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Certificate

I, Jeanne Primavera as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.


(Signature of certifying agent/officer)

Jeanne Primavera
(Print name of certifying agent/officer)

Date: June 13, 2023

Attorney in Fact



**MAIN
STREET
AMERICA**
INSURANCE



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 9th, 2023, the following officers were elected and remain in office:

CHRISTOPHER R. LISTAU..... CHIEF EXECUTIVE OFFICER AND PRESIDENT
KIMBERLY K. LAW..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
JOSEPH D. FREITAS..... TREASURER
NANCY L. GIORDANO-RAMOS, ANDREW S. ROSE, THERESA E. BREUNIG-SILBERNAGEL, RICHARD C. VAUGHN,
J. DAVID RANDLE..... VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2022.

ADMITTED ASSETS

Bonds at Amortized Values	\$116,798,405
Stocks at Market Value	\$126,706,473
First Mortgage Loans	0
Real Estate	\$2,782,171
Cash in Office and Banks	(3,387,785)
Short Term Investments	\$3,871,410
Agent's Balance (Less than 90 Days)	\$326,236,450
Accrued Interest	\$872,443
Other Assets	\$316,485,941
TOTAL ADMITTED ASSETS	\$890,365,508

LIABILITIES

Reserve for Losses	0
Reserve for Loss Adjustment Expenses	0
Reserve for Unearned Premiums	0
Reserve for Other Underwriting Expenses	\$48,512,561
Reserve for Taxes, Licenses, and Fees	\$3,616,620
Loss Drafts in Transit	0
Other Liabilities	\$238,213,124
Total Liabilities	\$290,342,305
Policyholders' Surplus	\$600,023,203
TOTAL	\$890,365,508

Securities as deposited by law, included above = \$5,440,621

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
this 9th day of March, 2023

[Signature]



IN WITNESS THEREOF I hereunto subscribe
my name and affix the seal of said company
this 9th day of March, 2023

[Signature]
Kimberly K. Law
Vice President, General Counsel & Secretary





NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Kenneth A. Gelok, Dawn M. Jones, Jeanne Primavera, Thomas S. Caruso** ----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Thirty Million Dollars (\$30,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary



State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K. Penton



I, Nancy Giordano-Ramos, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 13th day of June, 2023.

Nancy Giordano-Ramos
Nancy Giordano-Ramos, Vice President



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 02, 2023**

NAIC Company Code: **14788**

THIS IS TO CERTIFY THAT THE **NGM INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2024, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 22 - Mechanical Breakdown/Power Failure
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine

06 - Workers Compensation and Employers Liability
07 - Automobile Liability Bodily Injury
08 - Automobile Liability Property Damage
09 - Automobile Physical Damage



MARLENE CARIDE

COMMISSIONER OF

BANKING AND INSURANCE

COMPANY NAME: NGM INSURANCE COMPANY NAIC COMPANY CODE: 14788

STATUTORY HOME ADDRESS:
4601 TOUCHTON ROAD EAST
SUITE3400
JACKSONVILLE, FL 32246

SPECIAL CONDITIONS:

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

RESOLUTION 157-23

“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 August 14, 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 August 14, 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: 08/14/2023 For bills from 07/21/2023 to 08/10/2023

Check#	Vendor	Description	Payment	Check Total
22466	219 - ACCESS	PO 27020 2023 ARCHIVE SERVICES - CUST# 156NFY0479	72.07	72.07
22467	2426 - AGL WELDING SUPPLY CO.	PO 26970 DPW - EQUIPMENT & TOOLS - BLANKET	91.57	91.57
22468	3995 - ALL AMERICAN FORD	PO 27235 DPW - VEHICLE REPAIR	304.21	304.21
22469	196 - ALLIED OIL	PO 27094 DPW - UNLEADED FUEL - NJ STATE CONTRACT	6,142.91	6,142.91
22470	3861 - AMAZON CAPITAL SERVICES	PO 27315 RECREATION: ORDER# 112-3129256-0657829	83.92	
		PO 27319 BH: ORDER# 112-8232099-5655445	94.03	
		PO 27378 BH: ORDER# 112-2039550-6397039	1,659.98	
		PO 27386 DPW / RECREATION: ORDER# 112-4314944-029	449.37	2,287.30
22471	102 - ANDERSON & DENZLER ASSOC., INC	PO 27452 JUNE 2023 PROFESSIONAL SERVICES	988.50	
		PO 27452 JUNE 2023 PROFESSIONAL SERVICES	3,592.36	
		PO 27452 JUNE 2023 PROFESSIONAL SERVICES	985.88	
		PO 27452 JUNE 2023 PROFESSIONAL SERVICES	179.25	5,745.99
22472	4148 - ATAK TRUCKING, INC.	PO 27432 RECREATION: Sand Refresh	1,020.63	1,020.63
22473	3957 - ATLANTIC COAST RECYLING, LLC	PO 27174 RECYCLING COSTS - 2023 - BLANKET	2,224.04	2,224.04
22474	272 - BERGEN COUNTY FIRE ACADEMY	PO 27363 FIRE DEPT: Firefighter 1 Training	930.00	930.00
22475	4499 - BLACK LAGOON	PO 27189 2023 LAKES MANAGEMENT - BLANKET	2,125.00	2,125.00
22476	3617 - BLOOMFIELD HEALTH DEPARTMENT	PO 27349 MAY, JUNE AND JULY 2023 PUBLIC HEALTH SE	6,746.01	6,746.01
22477	4368 - BUY WISE AUTO PARTS, INC.	PO 26410 DPW / WATER DEPARTMENT - VEHICLE REPAIRS	35.92	35.92
22478	545 - CERTIFIED SPEEDOMETER SVC., INC	PO 27369 POLICE: VEHICLE CALIBRATION	220.00	220.00
22479	4135 - CGP&H, LLC	PO 27351 PROFESSIONAL SERVICES FOR APRIL-JUNE 202	165.00	165.00
22480	4090 - CLEAN MAT SERVICES, LLC	PO 27275 FLOOR MATS / DPW - JULY - DEC 2023 BLANK	93.17	93.17
22481	4150 - CLEARY GIACORBE ALFIERIE JACOBS,	PO 27325 JUNE 2023 LEGAL ATTORNEY SERVICES	34.00	
		PO 27440 JULY 2023 LEGAL ATTORNEY SERVICES	706.90	740.90
22482	1481 - CORE & MAIN, LP	PO 24354 FURNISH & INSTALL WATER METERS - RESO# 1	38,205.00	
		PO 27237 WATER METER REPLACEMENT PROJECT	142.00	38,347.00
22483	431 - COUNTY CONCRETE CORP.	PO 27447 BH: RENOVATIONS - STAIRS/RAILINGS	1,402.50	1,402.50
22484	4325 - CSI TECHNOLOGY GROUP	PO 27332 POLICE: EQUIPMENT - E-TICKETING	30.00	30.00
22485	506 - DAN COMO & SONS, INC	PO 26972 SOLID WASTE - LEAF AND BRUSH REMOVAL - B	1,680.00	1,680.00
22486	2922 - DENVILLE STRING BAND	PO 27401 2023 SUMMER CONCERT ON THE BEACH	300.00	300.00
22487	4527 - DMYTRO IVANO	PO 27397 WATER RENTS REFUND - 108 INTERVALE	837.74	837.74
22488	652 - DOVER BRAKE AND CLUTCH CO. INC	PO 26988 DPW- EQUIPMENT REPAIR	247.50	
		PO 27336 DPW- EQUIPMENT REPAIR - BLANKET	260.12	507.62
22489	4490 - DPS PUMP SERVICE	PO 27198 WATER DEPARTMENT - REPAIR TO WELL 3	16,881.00	
		PO 27343 WATER DEPARTMENT - REPAIR TO WELL 3	1,411.00	18,292.00
22490	4377 - EDMUNDS GOVTECH, INC.	PO 27403 PROFESSIONAL SERVICES - IMPLEMENTATION	3,000.00	3,000.00
22491	4125 - FELDMAN BROTHERS ELECTRICAL SUPPLY	PO 26818 BH: RENOVATIONS - ELEC. SUPPLIES BLANKET	527.07	
		PO 27429 BH: RENOVATIONS - COUNTER ORDER	900.73	
		PO 27441 BH: RENOVATIONS - ELECTRICAL SUPPLIES	699.51	2,127.31
22492	1170 - FERGUSON ENTERPRISES #501	PO 26779 BH: RENOVATIONS - HVAC BLANKET	118.15	118.15
22493	4459 - FIELDTURF USA, INC	PO 26842 TENNIS COURT PROJECT - COOP: ESCNJ/AEPA-	260,307.60	260,307.60
22494	769 - FOREST LUMBER	PO 27406 BEACHES - SUPPLIES	33.99	33.99
22495	876 - GARDEN STATE LABORATORIES, INC	PO 26973 WATER DEPARTMENT - 2023 TREATMENT OF WEL	1,164.00	1,164.00
22496	3049 - GENERAL CODE	PO 27365 CLERK: CUST#MO1514 - ANNUAL MAINTENANCE	1,195.00	1,195.00
22497	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 27010 2023 ARCHIVE STORAGE - 2-4 QTR - ACCT 01	107.68	107.68
22498	152 - HD SUPPLY CONST & INDUST- WHITECAP	PO 27053 BH: RENOVATIONS - MISC SUPPLIES	548.89	548.89
22499	4188 - HERC RENTALS, INC.	PO 27183 BH: RENOVATIONS - RENTALS - BLANKET	1,555.00	
		PO 27335 BH: RENO - TOPICAL GUARD	780.00	2,335.00
22500	911 - HOME DEPOT CREDIT SERVICES	PO 26504 DPW - DEPARTMENT SUPPLIES - BLANKET - NJ	56.53	
		PO 27290 DPW BATHROOM RENOVATION - BLANKET	444.91	
		PO 27443 BH: RENOVATIONS - SUPPLIES	1,718.03	2,219.47
22501	4209 - HUNTER CARRIER SERVICES	PO 27055 ADMIN: 2023 PHONES - ACCT BOML- BLANKET	987.39	987.39
22502	3306 - INTERSTATE BATTERY OF NJ DIST #4573	PO 27234 SEWER DEPARTMENT - MAINTENANCE - BLANKET	219.71	219.71
22503	633 - JASON DIMICK	PO 27316 POLICE: CONVENTION REIMBURSEMENT - JASON	182.52	182.52
22504	859 - JCP&L	PO 27416 ACCT#100 050 702 156 - BILL PRD: 6/28 -	5.31	
		PO 27417 ACCT#100 075 505 725 - BILL PRD: 6/22 -	4.09	
		PO 27418 ACCT#100 151 758 974 - / BILL PRD: 4-22	1,108.09	
		PO 27419 M/A #200 000 054 011/ BILL DATE: JUNE 23	611.53	1,729.02
22505	859 - JCP&L	PO 27420 ACCT#100 141 241 693 BILL PRD: 6/22 - 7/	107.99	
		PO 27421 MASTER ACCT# 200 000 569 000 - JULY 25,	4,151.82	
		PO 27422 MASTER ACCT#200 000 574 000/ BILL DATE:	66.59	
		PO 27423 M/A #200 000 020 764: BILL DATE: JULY 12	234.58	4,560.98
22506	859 - JCP&L	PO 27424 MAST ACCT# 200 000 021 275 / BILL DATE:	12,917.57	
		PO 27453 MAST ACCT# 200 000 021 275 / BILL DATE:	405.35	13,322.92
22507	1040 - JESCO, INC.	PO 27370 DPW - EQUIPMENT REPAIR	157.80	157.80
22508	4319 - JMS PRINTING, LLC	PO 27426 PFOA INITIAL LETER - PRINTING, FOLDING &	990.00	990.00
22509	1074 - JW PIERSON CO.	PO 26897 DPW - DEISEL FUEL - BLANKET	1,182.05	1,182.05
22510	4002 - KAREN BRENNFLECK	PO 27381 RECREATION: REIMBURSEMENT	63.23	63.23
22511	1090 - KENVIL POWER MOWER	PO 26886 DPW - EQUIPMENT REPAIR - BLANKET	191.47	
		PO 26890 DPW - EQUIPMENT REPAIR	108.77	

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 08/14/2023 For bills from 07/21/2023 to 08/10/2023

Check#	Vendor	Description	Payment	Check Total
		PO 27236 DPW - EQUIPMENT	471.99	
22512	4231 - KUIKEN BROTHERS COMPANY	PO 27268 DPW - EQUIPMENT REPAIRS	254.48	1,026.71
		PO 27433 BH: RENOVATIONS - UPPER LEVEL	294.46	
		PO 27442 BH: RENOVATIONS - CEILINGS	30.63	325.09
22513	4519 - LIFEVAC, LLC	PO 27355 POLICE: EQUIPMENT	421.66	421.66
22514	2790 - MC PUBLIC SAFETY TRAINING ACADEMY	PO 27329 POLICE: RANGE USAGE CLASS	260.00	
		PO 27362 FIRE DEPT: TRAINING GROUNDS	100.00	360.00
22515	2308 - MCNERNEY & ASSOCIATES, INC.	PO 27352 LEGAL: TAX APPEAL -GIM MOUNTAIN LAKES IN	600.00	600.00
22516	1472 - MURPHY MCKEON P.C.	PO 26891 2023 LEGAL/ RETAINER FEES - BLANKET	4,166.66	
		PO 27350 JUNE 2023 LEGAL SERVICES - TAX APPEALS	2,190.00	6,356.66
22517	4235 - NET2PHONE, INC.	PO 26391 2023 DEDICATED EFAX LINE - ACCT# 954962	32.67	32.67
22518	1553 - NEW JERSEY NATURAL GAS	PO 27414 JUNE-JULY 2023 SERVICE	614.80	614.80
22519	2714 - NISIVOCIA, LLP, CPA'S	PO 27387 2023 BOROUGH MUNICIPALITY DUES	100.00	100.00
22520	2727 - ONE CALL CONCEPTS, INC.	PO 27140 ACCT# 12-BML / 2023 MAY - DEC BLANKET	183.75	183.75
22521	2968 - OPTIMUM	PO 26332 DPW: 2023 CABLE BOXES ACCT# 07876-414565	13.88	13.88
22522	3659 - OPTIMUM	PO 26933 2023 BORO TRAILER INTERNET SERVICES ACCT	165.49	165.49
22523	3173 - OPTIMUM	PO 27103 FIRE: ACCT# 07876-603439-01-8 CABLE - 20	9.99	9.99
22524	2968 - OPTIMUM	PO 27301 DPW: 2023 INTERNET SERVICES ACCT# 07876-	161.21	161.21
22525	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 27337 JUNE 2023 - PROFESSIONAL SERVICES - PB	360.00	360.00
22526	4141 - PITNEY BOWES BANK, INC	PO 27427 POSTAGE METER REFILL: ACCT# 523225131 -	2,500.00	2,500.00
22527	1671 - POLICE&FIREMANS RETIREMENT SYSTEM	PO 27321 2022 RETROACTIVE SALARY INCREASES	737.01	737.01
22528	2669 - POSTMASTER	PO 27354 WATER DEPARTMENT - POSTAGE FEES 2023	1,000.00	
		PO 27354 WATER DEPARTMENT - POSTAGE FEES 2023	1,000.00	2,000.00
22529	3466 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PO 27322 2022 RETROACTIVE SALARY INCREASES	1,124.92	1,124.92
22530	4502 - QUALITY GRANITE & MARBLE	PO 27197 BH: RENOVATIONS - QUARTZ COUNTERTOP	4,100.00	4,100.00
22531	1734 - READYREFRESH BY NESTLE	PO 26911 2023 BLANKET (2) - ACCT# 0016496903	319.51	319.51
22532	3990 - RICH TREE SERVICE, INC.	PO 27228 SHADE TREE - TREE REMOVAL	8,425.00	
		PO 27229 SHADE TREE - TREE MAINTENANCE	350.00	8,775.00
22533	285 - SHAWN BENNETT	PO 27383 POLICE: REIMBURSEMENT	495.44	495.44
22534	1948 - SHEAFFER SUPPLY, INC.	PO 26616 BH: RENOVATIONS - MISC SUPPLIES BLANKET	45.79	
		PO 27448 BH: RENOVATIONS - MISC. SUPPLIES	163.00	208.79
22535	1994 - SHERWIN-WILLIAMS COMPANY	PO 27260 BH: RENOVATIONS - HIPERGUARD/HARD - QUOT	1,614.85	
		PO 27303 BH: RENOVATIONS - PAINTING SUPPLIES	1,612.67	3,227.52
22536	2470 - SKYLANDS AREA FIRE EQUIP & TRAINING	PO 27292 FIRE DEPT: Personal Protective Gear	1,265.00	1,265.00
22537	4232 - SOUNDVIEW PROMOTIONAL	PO 27364 2023 TEEN CAMP/BEACH APPAREL	668.00	668.00
22538	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 27312 ORDER# 7902205521	53.75	53.75
22539	2745 - STATE OF NEW JERSEY	PO 27411 4TH QTR 2022 UNEMPLOYMENT	289.50	289.50
22540	1963 - STATE TOXICOLOGY LABORATORY	PO 27328 POLICE: DRUG/LABTESTING	45.00	45.00
22541	2926 - STATE TREASURER	PO 27438 FINANCE: CERTIFICATION RENEWAL APPLICATI	50.00	50.00
22542	1943 - STRUCTURAL STONE CO., INC.	PO 27439 BH: RENOVATIONS - STONE VENEER	375.90	375.90
22543	1981 - SUBURBAN DISPOSAL, INC	PO 27126 SOLID WASTE / RECYCLING COLLECTION 202	67,666.66	
		PO 27324 SOLID WASTE - DPW YARD DUMPSTER SERVICE	350.00	68,016.66
22544	3485 - TECHNICAL FIRE SERVICES, INC.	PO 27331 FIRE DEPT: Ladder and Pump Testing	900.00	900.00
22545	3729 - THOMAS DI CENZO	PO 27409 2023 CONCERT ON THE BEACH	400.00	400.00
22546	881 - TMS, INC	PO 26293 ADMIN: 2023 DNS HOSTING / ACCT# GTI - BL	25.24	25.24
22547	2876 - TREASURER-STATE OF NEW JERSEY	PO 27377 WATER DEPARTMENT - FEES & DUES	720.00	720.00
22548	4088 - TURN OUT UNIFORMS, INC	PO 27005 POLICE: UNIFORM FOR KEVIN STEWART #178	216.99	216.99
22549	2115 - U.S. DEPT. OF AGRICULTURE	PO 27323 APHIS - GOOSE MANAGEMENT - CUST# 6001777	1,487.92	1,487.92
22550	2977 - UGI ENERGY SERVICES, INC.	PO 27415 CUST# J0001077, 1078, 1079 - MOUNTAIN LA	10.21	10.21
22551	1062 - UNITED SITE SERVICES	PO 26961 PORTA JOHNS - 2023 MAY-DEC - CUST ID# 1	494.75	
		PO 27444 BH: 2023 PORTAJOHNS / TEMP FENCING - SIT	301.00	795.75
22552	2749 - VERIZON	PO 26881 2023 INTERNET SVC: A/C# 853-478-043-0001	37.33	
		PO 26881 2023 INTERNET SVC: A/C# 853-478-043-0001	37.33	
		PO 26881 2023 INTERNET SVC: A/C# 853-478-043-0001	52.33	126.99
22553	2135 - VERIZON WIRELESS	PO 27402 ACCT# 882388054-00001 / JUNE 05 - JULY 0	603.22	603.22
22554	4489 - WALLINGTON PLUMBING & HEATING SUPPLY CO.	PO 27215 BH: RENOVATIONS - HVAC BLANKET	250.78	
		PO 27276 BH: RENOVATIONS - HVAC BLANKET	820.16	1,070.94
22555	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 26841 BH: LED LIGHTING SUPPLIES	2,690.00	2,690.00
22556	4177 - WEINER LAW GROUP, LLP	PO 26850 Professional Services 2023 Planning Bd A	600.00	600.00
22557	2161 - WELDON ASPHALT, INC.	PO 26726 POTHOLE REPAIR - BLANKET	1,204.08	1,204.08
22558	4225 - WILLIAMS SCOTSMAN, INC	PO 26340 BH: RENOVATIONS - 2023 TRAILER RENTAL -	273.75	273.75
TOTAL				503,003.29

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 08/14/2023 For bills from 07/21/2023 to 08/10/2023

Check#	Vendor	Description	Payment	Check Total	
Summary By Account					
ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	365.79			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	100.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	1,195.00			
01-201-20-130-020	FINANCE - OTHER EXPENSES	50.00			
01-201-20-140-020	COMPUTER SERVICES	3,256.94			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	7,697.56			
01-201-20-165-020	ENGINEERING SERVICES	3,592.36			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	960.00			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	1,883.59			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	1,939.99			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	3,448.44			
01-201-26-300-020	SHADE TREE COMMISSION - O/E	8,775.00			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	71,920.70			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	433.41			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	304.21			
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	6,746.01			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	1,431.23			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	5,368.74			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	2,071.59			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	4,151.82			
01-201-31-437-020	NATURAL GAS	625.01			
01-201-31-440-020	TELECOMMUNICATIONS	1,623.28			
01-201-31-447-020	PETROLEUM PRODUCTS	7,324.96			
01-201-36-475-000	PFRS - CONTRIBUTION	159.54			
01-203-28-370-020	(2022) PARKS & PLAYGROUNDS OTHER EXP.		83.92		
01-203-36-471-020	(2022) PERS		1,124.92		
01-203-36-475-000	(2022) PFRS - CONTRIBUTION		577.47		
01-260-05-100	DUE TO CLEARING			0.00	137,211.48
TOTALS FOR	Current Fund	135,425.17	1,786.31	0.00	137,211.48
02-200-40-700-510	AMER. RESCUE PLAN FIRE FIGHTERS GRANT			1,265.00	
02-260-05-100	DUE TO CLEARING			0.00	1,265.00
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	1,265.00	1,265.00
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19			35,000.00	
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			22,576.88	
04-215-55-991-000	2021 CAPTIAL ORDINANCE 10-21			38,347.00	
04-215-55-992-000	2022 CAPITAL ORDINANCE 2-22			16,016.81	
04-215-55-993-000	2023 CAPITAL ORDINANCE 1-23			210,000.00	
04-215-55-996-000	2023 CAPITAL ORDINANCE 8-23			724.20	
04-260-05-100	DUE TO CLEARING			0.00	322,664.89
TOTALS FOR	General Capital	0.00	0.00	322,664.89	322,664.89
05-192-17-000-000	WATER OPERATING REVENUES			837.74	
05-201-55-520-520	Water Operating - Other Expenses	39,231.80			
05-260-05-100	DUE TO CLEARING			0.00	40,069.54
TOTALS FOR	Water Operating	39,231.80	0.00	837.74	40,069.54
07-201-55-520-520	Sewer Operating - Other Expenses	1,502.88			
07-260-05-100	DUE TO CLEARING			0.00	1,502.88
TOTALS FOR	Sewer Operating	1,502.88	0.00	0.00	1,502.88

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
14-260-05-100	Due to Clearing			0.00	289.50
14-300-60-000-000	RESERVE FOR UNEMPLOYMENT INSUR			289.50	
TOTALS FOR	Unemployment Trust	0.00	0.00	289.50	289.50

Total to be paid from Fund 01 Current Fund 137,211.48
 Total to be paid from Fund 02 FEDERAL AND STATE GRANTS 1,265.00
 Total to be paid from Fund 04 General Capital 322,664.89
 Total to be paid from Fund 05 Water Operating 40,069.54
 Total to be paid from Fund 07 Sewer Operating 1,502.88
 Total to be paid from Fund 14 Unemployment Trust 289.50
 503,003.29

Checks Previously Disbursed

22464	STATE OF NJ - PWT DIVISION OF TAXAT	PO# 27318	STATE OF NJ - PUBLIC COMMUNITY WAT	434.24	7/20/2023
22465	POSTMASTER	Multiple:		60.00	7/24/2023
223275	Depository Trust Company, DTC		PAYMENT OF PRINCIPAL AND INTEREST	221,000.00	8/01/2023
				221,494.24	

ADD TO
TRANSFER

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund	221,000.00	137,211.48	358,211.48
Fund 02 FEDERAL AND STATE GRANTS		1,265.00	1,265.00
Fund 04 General Capital		322,664.89	322,664.89
Fund 05 Water Operating	464.24	40,069.54	40,533.78
Fund 07 Sewer Operating	30.00	1,502.88	1,532.88
Fund 14 Unemployment Trust		289.50	289.50
BILLS LIST TOTALS	221,494.24	503,003.29	724,497.53

137,211.48 +

From
act

- 170.00 -

1,265.00 +

322,664.89 +

40,069.54 +

434.24 +

30.00 +

1,502.88 +

30.00 +

289.50 +

503,327.53 *

503,003.29 +

170.00 -

434.24 +

30.00 +

30.00 +

503,327.53 *

Current
transfer
137,211.48 +
170.00 -
137,041.48 *
transferred by accident on 8/14/23

Current
transfer
1,502.88 +
30.00 +
1,532.88 *

Current
transfer
40,069.54 +
434.24 +
30.00 +
40,533.78 *

List of Bills - (1210101001001) PAYROLL AGENCY-CASH-PROVIDENT BANK

Payroll Agency Account

Meeting Date: 08/14/2023 For bills from 07/14/2023 to 08/10/2023

Check#	Vendor	Description	Payment	Check Total
5050	4521 - INTERNATIONAL BROTHERHOOD OF TEAMSTERS L PO 27450	DPW UNION DUES - MAY THRU JULY 2023	795.00	795.00
TOTAL				795.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
12-101-01-001-001	PAYROLL AGENCY-CASH-PROVIDENT BANK			0.00	795.00
12-200-00-000-801	DPW UNION DUES			795.00	
TOTALS FOR	Payroll Agency Account	0.00	0.00	795.00	795.00

Total to be paid from Fund 12 Payroll Agency Account

795.00

795.00

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

Meeting Date: 08/14/2023 For bills from 07/14/2023 to 08/10/2023

Check#	Vendor	Description	Payment	Check Total
5366	102 - ANDERSON & DENZLER ASSOC., INC	PO 27326 JUNE 2023 PROFESSIONAL SERVICES - ESCROW	4,833.32	4,833.32
5367	1916 - STICKEL, KOENIG, SULLIVAN & DRILL,	PO 27395 JULY 2023 PROFESSIONAL SERVICES - ESCROW	648.00	648.00
5368	4177 - WEINER LAW GROUP, LLP	PO 27317 JUNE 2023 PROFESSIONAL SERVICES - ESCROW	367.50	367.50
TOTAL				5,848.82

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	5,848.82
17-500-00-091-306	LAWRENCE H. KLEINER - BARKA			634.58	
17-500-00-091-320	CORVELLI SERVICES LLC			1,096.13	
17-500-00-091-404	HIGHVIEW HOMES LLC INSPECTION FEE ESCROW			2,926.00	
17-500-00-091-412	TFJ MOUNTAIN LAKES, LLC			358.50	
17-500-00-091-413	NOUVELLE, LLC - INSPECTON FEES			197.23	
17-500-00-091-414	ST. PETERS EPISCOPAL CHURCH			636.38	
TOTALS FOR	Developer's Escrow	0.00	0.00	5,848.82	5,848.82

Total to be paid from Fund 17 Developer's Escrow

5,848.82

5,848.82

List of Bills - (3310101001001) CASH - RECREATION

Recreation Trust

Meeting Date: 08/14/2023 For bills from 07/14/2023 to 08/10/2023

Check#	Vendor	Description	Payment	Check Total
5557	3861 - AMAZON CAPITAL SERVICES	PO 27315 RECREATION: ORDER# 112-3129256-0657829	95.89	95.89
5558	3207 - DANIELLE CABANA	PO 27380 RECREATION: REIMBURSEMENT FOR CAMP	608.03	608.03
5559	4528 - JOHN WOODARD	PO 27410 RECREATION: 2023 SAND SCULPTING	1,000.00	1,000.00
5560	4002 - KAREN BRENNFLECK	PO 27381 RECREATION: REIMBURSEMENT	694.11	694.11
5561	4526 - MT OLIVE RECREATON	PO 27408 2023 TEEN CAMP - CARNIVAL	1,375.00	1,375.00
5562	4331 - NJ SNAKE MAN, LLC	PO 27309 SUMMER REC - REPTILE PROGRAM	375.00	375.00
5563	3878 - PAUL ZIMMERMAN FOUNDRIES	PO 26145 HPC: HOUSE PLAQUE - 248 MORRIS AVE	255.50	255.50
5564	4515 - RICHARD SEAGRAVE	PO 27314 RECREATION: 2023 CAMP - DJ	250.00	250.00
5565	4243 - ROCKAWAY LANES, INC.	PO 27407 TEEN CAMP 2023 - BOWLING	1,228.40	1,228.40
5566	1800 - ROMA PIZZERIA	PO 27330 2023 Track Pizza Banquet	353.50	353.50
5567	3701 - RSCHOOLTODAY	PO 27238 2023 COMMUNITY ED CLASS REGISTRATION PRO	995.00	995.00
5568	4232 - SOUNDVIEW PROMOTIONAL	PO 27364 2023 TEEN CAMP/BEACH APPAREL	1,202.00	1,202.00
5569	3616 - SUMMERTIME SURF, LLC	PO 27347 2023 TEEN ADVENTURE SURF CAMP	7,120.00	7,120.00
5570	170 - VICKI ALLISON	PO 27368 REIMBURSEMENT: Beach Week Rec Camp Ice C	400.00	400.00
TOTAL				15,952.43

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	15,952.43
33-600-00-090-000	Recreation Trust Reserves			15,952.43	
TOTALS FOR	Recreation Trust	0.00	0.00	15,952.43	15,952.43

Total to be paid from Fund 33 Recreation Trust

15,952.43

15,952.43

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

Meeting Date: 08/14/2023 For bills from 07/14/2023 to 08/10/2023

Check#	Vendor	Description	Payment	Check Total
5571	1800 - ROMA PIZZERIA	PO 27330 2023 Track Pizza Banquet	353.50	353.50
5572	3701 - RSCHOOLTODAY	PO 27238 2023 COMMUNITY ED CLASS REGISTRATION PRO	995.00	995.00
5573	4232 - SOUNDVIEW PROMOTIONAL	PO 27364 2023 TEEN CAMP/BEACH APPAREL	1,202.00	1,202.00
5574	3616 - SUMMERTIME SURF, LLC	PO 27347 2023 TEEN ADVENTURE SURF CAMP	7,120.00	7,120.00
5575	170 - VICKI ALLISON	PO 27368 REIMBURSEMENT: Beach Week Rec Camp Ice C	400.00	400.00
TOTAL				10,070.50

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	10,070.50
33-600-00-090-000	Recreation Trust Reserves			10,070.50	
TOTALS FOR	Recreation Trust	0.00	0.00	10,070.50	10,070.50

Total to be paid from Fund 33 Recreation Trust

10,070.50

10,070.50

*Printer
Error.
destroyed unused
Checks.*

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

RESOLUTION 158-23

“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES”

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that a refund be issued to Dmytro Ivanov, 108 Intervale Road, Mountain Lakes, representing a refund of the 2nd and 3rd quarter 2022 utility payments.

<u>Block</u>	<u>Lot</u>	<u>Address</u>	<u>Year</u>	<u>Amount</u>
129.03	1	108 Intervale Rd.	2022	\$ 837.74

XX

X

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 August 14, 2023.

Cara Fox, Municipal Clerk

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

Borough of Mountain Lakes UTILITY Account as of 7/31/23

Resident:
IVANOV, DMYTRO
108 INTERVALE ROAD
MOUNTAIN LAKES NJ 07046

Alternate Payer:
None

ID	Account	Route	Block / Lot / Quad	Water Rate	Sewer Rate	Status
20945		35	129.03 1	ResG Yrd	No Sewer	

Meter	Serial	Type	Size	MXU	ID	Install
	87490541	B.x1	3/4"	96721156	87490541	8/05/21

Account Summary									
Bill	Qtr	Reading	Usage	Beginning Balance	All Qtrly Charges	Charge Adjusts	Payments	Payment Adjusts	Ending Balance
4/20		0	0	0.00	0.00	0.00	0.00	0.00	0.00
1/21		0	0	0.00	0.00	0.00	0.00	0.00	0.00
2/21		0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/21		0E	0	0.00	389.14	0.00	389.14	0.00	0.00
4/21		18761	18761	0.00	107.11	0.00	107.11	0.00	0.00
1/22		0	0	0.00	0.00	0.00	0.00	0.00	0.00
2/22		0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/22		109571	90810	0.00	724.91	0.00	724.91	0.00	0.00
4/22		164356E	54785	0.00	363.33	0.00	363.33	0.00	0.00
1/23		0	0	0.00	0.00	0.00	0.00	0.00	0.00
2/23		0	0	0.00	0.00	0.00	0.00	0.00	0.00
3/23		241544E	77188	0.00	565.22	0.00	0.00	0.00	565.22
No Penalty Due for 7/31/23				Current Balance:		565.22			

Outstanding Charges					
Charge Date		Current Amount	Original Due Date	Current Due Date	Penalty
7/19/23	water	565.22	8/22/23	8/22/23	0.00
		565.22			
					0.00

Current Quarter Activity			
	Charges	Payments	Misc.
7/19/23 water	565.22		
3/23 Totals	565.22	0.00	0.00

Reading 7/28/23 63,845
 - 18,761

 45,084. ÷ 3 qtrs 15028

changed
 724.91
 363.33

 1088.24
 167.00

 921.24 → ~~565.22~~

921.24
 83.50

 837.74 →

11,968 64.14
 3059 ,6326 = 19.36

 83.50
 K2 =