



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT THE BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046
OCTOBER 14, 2024
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 4, 2024 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE SESSION

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

8) BOROUGH COUNCIL DISCUSSION ITEMS

9) PUBLIC COMMENT

Please state your name 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 (Page 3)

- a. Annual Best Practices Review

12) RESOLUTIONS

13) ORDINANCES TO INTRODUCE

14) ORDINANCES TO ADOPT (Page 26)

- a. 12-24, Amending Chapter 111 of the Revised General Ordinances of the Borough of Mountain Lakes and Revising the Fee Schedule
- b. 13-24, Amending the Borough Code to Include New Chapter 119, “Filming”

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 (Page 26)**

- a. R149-24, Authorizing the Payment of Bills

- b. R150-24, Authorizing the Sale of Surplus Personal Property No Longer Needed for Public Use on an Online Auction Website*
- c. R151-24, Authorizing the Award of a Contract for Payroll Services to Primepoint, LLC*
- d. R152-24, Requesting Approval of Item of Revenue and Appropriation Under N.J.S.A. 40A: 4-87 for the Bullet Proof Vest Grant*

***APPROVAL OF MINUTES (Page 81)**

9/23/24 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

16) DEPARTMENT REPORTS SUBMITTED FOR FILING

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

17) COUNCIL REPORTS

18) PUBLIC COMMENT

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

19) NEXT STEPS AND PRIORITIES

20) ADJOURNMENT



BOROUGH of MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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

TO: Honorable Mayor and Borough Council
SUBJ: Manager's Report for the Borough Council meeting of October 14, 2024
CC: Robert Oostdyk, Borough Attorney

NJ Historic Trust Grant Recommendation – The NJ Historic Trust has recommended that Mountain Lakes receive their requested grant in the amount of \$270,950 towards phase one repairs to the Mountain Lakes Train Station building. The grant is not official until the Governor signs the appropriation bill, which first must move through the legislature. Generally, the bill is signed by the end of this year, beginning of next year. Once the bill is signed, the grant award is official. Based on past experience, we expect to receive the grant funds towards the end of the first quarter / beginning of second quarter 2025. Combined with the grant award from the Morris County Historic Trust, phase one repairs to the train station building will be fully funded through grants.

Annual Best Practices Checklist – 2024's Best Practices Inventory consists of 87 questions. Of the 87 questions, 35 are unscored survey questions. Of the 52 scored questions, a score of 35 and above must be attained to avoid any loss of state aid. The Borough has met this requirement with a score of 43.50. The Inventory must be electronically filed with the State no later than November 3rd. A copy of the Inventory document is attached to this report.

Boulevard Walking Path "Trolley Path" – Rehabilitation of the path, from the Boonton border to North Glen Road, is scheduled to begin Monday October 14th and last approximately ten days – two weeks. Funding for the work is through a grant award by the New Jersey Department of Community Affairs, Local Recreation Grant Program.

Road Paving Projects – All of the roads scheduled to be paved in 2024 have been completed.

As always, feel free to reach out with any questions or concerns.

Respectfully,
Mitchell

Best Practices Inventory Online Platform

Survey

Mountain Lakes Borough

Printable Current Answers

001a	Unscored Survey	Affordable Housing
Has your municipality been authorized to collect residential development fees to be deposited into an Affordable Housing Trust Fund?		[0.0 Yes
001b	Unscored Survey	Affordable Housing
If the answer to Question 1a is "Yes" on what date did the municipality first start collecting residential development fees. Fill-in date under Comments as MM/DD/YYYY. If 1a was answered "No" insert "Answered No" under Comments.		Corr 02/2
001c	Unscored Survey	Affordable Housing
If the answer to Question 1a is "Yes" has your municipality adopted an ordinance setting forth conditions associated with affordable housing residential development fees? If so, fill-in the date the ordinance was adopted under Comments as MM/DD/YYYY. If not, insert "Answered No" or "Answered N/A" under Comments.		[0.0 Yes Corr 02/2
002a	Unscored Survey	Affordable Housing
Has your municipality been assessing non-residential development fees pursuant to N.J.S.A. 40:55D-8.1 et seq.?		[0.0 Yes
002b	Unscored Survey	Affordable Housing
If the answer to Question 2a is "Yes" are the fees retained by the municipality in its own Affordable Housing Trust Fund or submitted to the State Treasurer?		[0.0 Yes

003a	Unscored Survey	Affordable Housing
Did your municipality receive Regional Contribution Agreement (RCA) funds prior to 2008?		[0.0 No
003b	Unscored Survey	Affordable Housing
If the answer to Question 3a was "Yes" have all RCA funds been expended pursuant to the approved RCA?		[0.0 N/A
003c	Unscored Survey	Affordable Housing
If the answer to Question 3b was "No" is the unspent balance of RCA funds currently in your municipality's Affordable Housing Trust Fund?		[0.0 N/A
004	Unscored Survey	Affordable Housing
Does your municipality have a third-round fair share affordable housing present need obligation? If so, the number of units completed that fulfill your municipality's third-round present need obligation under Comments (please only include numbers without text or explanation to facilitate tabulation). If your municipality does not have a third-round present need obligation, type "Answered No" under Comments. If responding "Other" please explain the reason under Comments.		[0.0 No Corr No
005a	Unscored Survey	Affordable Housing
Does your municipality have a third-round fair share affordable housing prospective need obligation? If so, please provide your municipality's third-round fair share affordable housing prospective need obligation under Comments (please only include numbers without text or explanation to facilitate tabulation). This information can typically be found in your municipality's affordable housing settlement agreement, if one exists. Answer "No" if your municipality is an Urban Aid municipality that meets the qualification formula for an exemption from prospective need. If your municipality does not have a third-round prospective need obligation, type "Answered No" under Comments. If responding "Other" please explain the reason under Comments.		[0.0 Yes Corr 271

005b	Unscored Survey	Affordable Housing	
If the answer to Question 5a is "Yes" please provide the number of units completed that fulfill your municipality's third-round prospective need obligation under Comments (please only include numbers without text or explanation to facilitate tabulation). If your municipality does not have a third-round prospective need obligation, type "Answered No" under Comments. If your answer to Question 5a is "Other" please state the reason under Comments.			Corr 13
006	Unscored Survey	Affordable Housing	
Has your municipality been the subject of a builder's remedy lawsuit for its third-round prospective need obligation in which the court imposed a judgment in favor of the builder?			[0.0 No
007a	Unscored Survey	Affordable Housing	
Has your municipality reached an affordable housing settlement agreement for the third round with the Fair Share Housing Center, a builder, or any other interested party?			[0.0 Yes
007b	Unscored Survey	Affordable Housing	
If the answer to Question 7a is "Yes" was the agreement approved by the courts and your municipality granted a Judgment of Compliance and Repose and Temporary Immunity from exclusionary zoning lawsuits?			[0.0 Yes
007c	Unscored Survey	Affordable Housing	
If the answer to Question 7a is "Yes" does the settlement agreement impose a prospective need obligation, net of bonuses, credits, and realistic development potential adjustments, that was greater than zero?			[0.0 Yes
008	Unscored Survey	Affordable Housing	
Has your municipality formally appointed a municipal housing liaison?			[0.0 Yes

009a	Unscored Survey	Broadband
Does your municipality have a municipally-owned fiber network providing broadband access?		[0.0 No
009b	Unscored Survey	Broadband
If the answer to Question 9a is "No" is your municipality actively considering or taking steps towards the build-out of a municipally-owned fiber network providing broadband access?		[0.0 No
010	Core Competencies	Budget
Unless the Local Finance Board sets forth a later date pursuant to N.J.S.A. 40A:4-5.1, N.J.S.A. 40A:4-5 requires that calendar year municipalities approve their introduced budgets no later than February 10 (or August 10 for state fiscal year municipalities) and N.J.S.A. 40A:4-10 requires that calendar year municipalities adopt their budgets no later than March 20 (or September 20 for state fiscal year municipalities). For CY2024 budgets the Local Finance Board extended these dates to March 29 and April 30, respectively, or the next regularly scheduled governing body meeting thereafter (See Local Finance Notice 2023-22). Timely budget adoption helps a municipality avoid having to issue estimated tax bills or tax anticipation notes (TANs). Did your municipality introduce and adopt its current year budget no later than the extended dates authorized by the Local Finance Board? This question may only be answered N/A if your municipality's budget is subject to adoption by the Local Finance Board under State Supervision or if the Division instructed the municipality to delay budget adoption.		[1.0 Yes
011	Core Competencies	Budget
N.J.S.A. 40A:5-12 requires the chief financial officer of each municipality to file the Annual Financial Statement (AFS) with the Division no later than February 10 (August 10 for SFY municipalities). Local Finance Notice 2023-22 announced the extension of this deadline to March 8. The statute specifies a \$5 per day penalty payable by the CMFO for failing to file the AFS within 10 days of after the time fixed for filing. Did your municipality file its AFS with the Division by no later than March 8 (or August 10 for SFY municipalities)?		[1.0 Yes

012	Core Competencies	Budget
	Pursuant to N.J.S.A. 40A:2-40, the chief financial officer each municipality shall, before the end of the first month of the fiscal year, file its Annual Debt Statement with the Division of Local Government Services. Did your municipality file its Annual Debt Statement for the preceding fiscal year with the Division no later than January 31 (July 31 for SFY municipalities)?	[1.0 Yes
013	Core Competencies	Budget
	Recent amendments to N.J.A.C. 5:30-7.4 disqualify from local examination a municipality that has failed to submit to the Division the user-friendly budget section corresponding with the previous year's adopted budget. Has your municipality electronically submitted to the Division the User-Friendly Budget section of its adopted CY2023/SFY2024 and CY2024 budgets?	[1.0 Yes
014	Core Competencies	Budget
	Revenue from a local cannabis tax is required to be entered on the municipal budget under FCOA Code 08-240. If your municipality has adopted a local cannabis tax, does your municipal budget list revenue from its local cannabis tax under FCOA Code 08-240? Only answer N/A if your municipality has not adopted a local cannabis tax.	[1.0 N/A
015	Best Practices	Budget
	Has your municipality created an accumulated absence liability trust fund pursuant to N.J.A.C. 5:30-15.5, and annually deposit appropriations into the fund? Only answer N/A if your municipality 1) does not offer (for any employee hired after a certain date) payouts upon retirement for accumulated sick leave, and 2) no current employee has a grandfathered right to sick leave payouts upon retirement.	[0.5 Yes
016	Best Practices	Budget
	N.J.S.A. 40A:4-62.1 allows municipalities to establish a storm recovery reserve for purposes such as, but not limited to, snow, ice, and debris removal. Unexpended balances budgeted annually for storm recovery purposes may be lapsed into the reserve. Has your municipality established a storm recovery reserve to ensure the consistent availability of funds for this purpose?	[0.5 Yes

017	Core Competencies	Capital Projects
	Sections 7 and 8 of P.L. 2021, c. 184 amended N.J.S.A. 40A:4-43 and 4-44 to require any municipality having its own water system to reflect in its capital budget and capital program the water infrastructure improvements listed on the annual Water Quality Accountability Act (WQAA) capital improvement report submitted to the Department of Environmental Protection (DEP). The Local Finance Board recently adopted amendments to N.J.A.C. 5:30-4.3 incorporating this statutory change into the municipal budget process. If your municipality has its own water system, does the capital budget and program reflect the capital projects listed in the annual WQAA report submitted to DEP that fall within the time period of the municipality's capital budget and capital program?	[1.0 Yes
018	Core Competencies	Capital Projects
	Has your municipality adopted a capital program as defined by N.J.A.C. 5:30-4.2, meaning a moving, multi-year plan and schedule for capital projects (including prospective financing sources) and, when pertinent, first year operating costs and savings? Only answer N/A if your municipality does not have a capital budget and is not required to adopt a capital budget pursuant to N.J.A.C. 5:30-4.3.	[1.0 Yes
019	Core Competencies	Cybersecurity
	Is Multi Factor Authentication (MFA) required for remote access to your municipality's network? If yes, please state under Comments where your municipality deploys MFA (e.g. banking, privileged users in-network, off-network back ups).	[1.0 Yes
020	Core Competencies	Cybersecurity
	Does your municipality require a password policy for all network users requiring alphanumeric complexity, length requirements, and either 1) at least annual updating; or 2) a password meeting advanced standards such as those from the National Institute of Standards & Technology (NIST)?	[1.0 Yes
021	Best Practices	Cybersecurity
	Has your municipality enrolled for membership in the New Jersey Cybersecurity & Communications Integration Cell (NJCCIC)? An NJCCIC membership provides access to the latest cyber alerts, bulletins, training notifications and other important updates.	[0.5 Yes

022	Best Practices	Environment
Have one or more public electric vehicle charging stations been installed on municipal property?		[0.0 No
023	Best Practices	Environment
When purchasing new vehicles, does your municipality have a formal policy to purchase hybrid or alternative fuel vehicles whenever such vehicles are suited to the intended use? Only answer N/A if your municipality does not own any vehicles.		[0.0 No
024	Core Competencies	Ethics
The Local Government Ethics Law, designed to ensure transparency in government, requires local government officers to file Financial Disclosure Statements (FDSs) annually. Compliance by local elected officials is required by N.J.S.A. 40A:9-22.6. Did all governing body members timely file their annual Financial Disclosure Statements for 2024 such that they were not issued a Notice of Violation (NOV) by the Local Finance Board? A "No" answer is permissible if the governing body members' NOV were rescinded by the Board. Only answer N/A if your municipality has an ordinance on the books establishing a municipal ethics board.		[1.0 Yes
025	Core Competencies	Ethics
If your municipality has a municipal ethics board, did the municipal ethics board enforce the Financial Disclosure Statement (FDS) statute by issuing violations to local government officers (LGOs) who were on the 2024 roster but did not file the FDS by April 30, 2024? Only answer N/A if your municipality does not have an ordinance on the books establishing a municipal ethics board.		[1.0 N/A
026	Core Competencies	Ethics
N.J.S.A. 2C:51-2.d permanently disqualifies from future public employment any person convicted of an offense "relating directly to the person's performance in, or circumstances flowing from, the specific public office, position or employment held by the person." Disqualification from public employment relating to a conviction for a disorderly persons or petty disorderly persons offense may be waived by the court upon application of the county prosecutor or the Attorney General and for good cause shown. As part of any job application process, does your municipality ask whether the applicant is currently disqualified from public employment due to a criminal conviction for which N.J.S.A. 2C:51-2.d applies?		[1.0 Yes

027	Core Competencies	Financial Administration
	At its July 2023 meeting, the Local Finance Board adopted an amendment to N.J.A.C. 5:30-8.2 that converted the previously suggested surety bond schedule for a CMFO to a mandatory minimum schedule. This change came into effect on January 1, 2024. See Local Finance Notice 2023-21 for further details and to view the exposure index. Through a blanket bond or an individual bond, does your municipality provide a fidelity bond with faithful performance coverage for the CMFO that meets at least the minimum schedule set forth in N.J.A.C. 5:30-8.2?	[1.0 Yes
028	Core Competencies	Financial Administration
	At its July 2023 meeting, the Local Finance Board adopted updates to N.J.A.C. 5:30-5.7 requiring municipalities to maintain a general ledger for not only the current fund, but also for all other funds, as well as post totals for all funds to the general ledger on at least a monthly basis and maintain required original books of entry in an electronic format. See Local Finance Notice 2024-09 for further details. Does your municipality maintain a general ledger for its current fund and all other funds in accordance with N.J.A.C. 5:30-5.7?	[1.0 Yes
029	Core Competencies	Financial Administration
	Does your municipality post totals for all funds to the general ledger on at least a monthly basis?	[1.0 Yes
030	Core Competencies	Financial Administration
	Does your municipality maintain required original books of entry in an electronic format?	[1.0 Yes

031	Core Competencies	Financial Administration
	N.J.S.A. 40A:5-7 requires a synopsis of all audits, together with the auditor's recommendations, to be prepared and published by the municipal clerk at least once in the municipality's official newspaper or, if there is none, in a newspaper published in the local unit or, if there is no newspaper published in the local unit, in a newspaper having a general circulation in the municipality. If the municipal clerk fails to have publication of the synopsis and recommendations made within 30 days of receipt of the annual audit, the clerk shall be subject to a fine of \$10.00 payable to the local unit for each day after the expiration of the 30 days that such publication fails to appear. At its July 2023 meeting, the Local Finance Board adopted updates to N.J.A.C. 5:30-6.4 that codifies the minimum content of the synopsis of audit along with the process for publishing the synopsis and corrective action plan. See Local Finance Notice 2024-10 for further details. Does your municipality publish the synopsis of audit as required pursuant to N.J.S.A. 40A:5-7?	[1.0 Yes
032	Core Competencies	Financial Administration
	Local Finance Notice 2024-11 updates municipalities and fire districts on current IRS guidance and Federal Fair Labor Standards Act (FLSA) guidance pertaining to incentives paid to volunteer firefighters and EMS (other than LOSAP). Nominal stipends funded through the federal Staffing for Adequate Fire and Emergency Response (SAFER) program's volunteer firefighter recruitment and retention (R&R) grant is also discussed. Has your municipality reviewed its volunteer fire and EMS incentives for compliance with federal requirements?	[1.0 N/A
033	Best Practices	Financial Administration
	N.J.A.C. 5:30-8.3(a)(3) establishes a schedule of minimum dollar amounts for tax collector surety bonding. However, to provide a higher level of security for public funds, municipalities are encouraged to adopt the more stringent schedule for tax collector surety bonding specified in N.J.A.C. 5:30-8.3(a)(4). Has your municipality adopted the more stringent surety bonding schedule for tax collectors set forth in N.J.A.C. 5:30-8.3(a)(4) or higher?	[0.5 Yes

034	Best Practices	Financial Administration	
N.J.A.C. 5:30-8.4 (a) establishes a schedule of minimum dollar amounts for municipal court surety bonding, specifically for municipal judges and municipal court administrators. However, subsection (b) of 5:30-8.4 encourages municipalities to adopt a more stringent schedule for municipal court surety bonding that is specified in the subsection. Has your municipality adopted the more stringent surety bonding schedule for municipal court judges and court administrators set forth in N.J.A.C. 5:30-8.4(b) or higher?			[0.5 N/A
035	Core Competencies	Lead Remediation	
Subsection h. of N.J.S.A. 52:27D-437.16 requires each municipality to assess an additional fee of \$20 per unit inspected for lead hazards and deposited into the Department of Community Affairs' Lead Hazard Control Assistance Fund established pursuant to N.J.S.A. 52:27D-437.4. Has your municipality assessed and collected the above-reference \$20 fee assessment for each lead inspection and sent the proceeds to the Department of Community Affairs' Division of Housing & Community Resources for deposit into the Fund?			[1.0 Pro:
036a	Unscored Survey	Lead Remediation	
Does your municipality have a permanent local agency that is currently conducting inspections for lead-based paint hazards in rental dwellings and enforcing the provisions of P.L. 2021, c. 182? If your answer is "Other" fill-in the name of the municipal agency under Comments. If your answer is "Shared Service", please fill-in the name of the agency and the local unit providing the service under Comments. Further information concerning the requirements of this recently enacted law are available at https://www.nj.gov/dca/codes/resources/leadpaint.shtml.			[0.0 UCC Con Cod Enfc
036b	Unscored Survey	Lead Remediation	
If your municipality does not have a permanent local agency or a shared service currently conducting inspections for lead-based paint hazards in rental dwellings to enforce the provisions of P.L. 2021, c. 182, has your municipality retained a lead evaluation contractor to provide paid lead inspection services?			[0.0 N/A

037a	Unscored Survey	Lead Remediation
Pursuant to P.L. 2021, c. 182, has your municipality identified rental dwellings that have experienced tenant turnover since July 22, 2022?		[0.0 Yes
037b	Unscored Survey	Lead Remediation
If your municipality has identified rental dwellings that have experienced tenant turnover since July 22, 2022, have all of those units been inspected prior to re-occupancy?		[0.0 Yes
038a	Unscored Survey	Lead Remediation
The method of lead-based paint hazard inspection required for each municipality is at https://www.nj.gov/dca/codes/publications/pdf_lead/doh_lead_data_insp.pdf. If your municipality is required to perform a visual inspection, how many visual lead-based paint inspections did your municipality conduct (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Corr 2
038b	Unscored Survey	Lead Remediation
If your municipality is required to perform a dust wipe swiping under https://www.nj.gov/dca/codes/publications/pdf_lead/doh_lead_data_insp.pdf, how many dust wipe-sampling lead-based paint inspections did your municipality conduct (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Corr 0
038c	Unscored Survey	Lead Remediation
How many post-remediation lead-based paint inspections has your municipality conducted (directly, through shared services, or through a certified lead evaluation contractor) since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Corr 1

038d	Unscored Survey	Lead Remediation
How many lead safe certifications have been issued by your municipality since 2022? Please only include numbers (no text or explanation) under Comments to facilitate tabulation.		Corr 2
039	Core Competencies	Personnel
For any municipal officers and employees NOT required by contract or municipal policy to make health benefit contributions following the Chapter 78 health benefit contribution grid (excluding Rx and dental), is your municipality requiring those employees to contribute at least 1.5% of base salary towards health benefits pursuant to P.L. 2010, c. 2? See Local Finance Notices 2010-12 and 2011-20R for further details. Answer N/A if all of your municipality's officers and employees are required by contract or municipal policy to contribute at least the amount required by P.L. 2011, c. 78 for health benefits.		[1.0 N/A
040	Core Competencies	Personnel
Payments for waivers filed before May 21, 2010 and maintained continuously since, cannot exceed fifty percent (50%) of the amount saved by the local unit as a result of the employee's waiver of coverage. For waivers filed on or after May 21, 2010, which is the effective date of P.L. 2010, c. 2, payments cannot exceed the lesser of twenty-five percent (25%) of the amount saved by the local unit as a result of the waiver, or \$5,000. When calculating an employee's waiver payment, the local unit must deduct the employee's healthcare contribution obligation from the total premium cost. Local units have sole discretion as to whether or not to offer employees payments for waiver of health benefits, and may offer waiver payments below the statutory maximum. Health benefit waiver payments are statutorily excluded from collective bargaining. See Local Finance Notices 2010-12 and 2016-10 for further discussion on health benefit waiver payments. Are your municipality's healthcare waiver payments at or below the statutory maximum? "N/A" is only applicable where the municipality does not make payments in lieu of health benefits.		[1.0 Yes

041	Core Competencies	Personnel
The Fair Labor Standards Act (FLSA) is a federal law requiring that overtime pay must be paid for all hours over 40 hours in a work week except for those employees classified as exempt and thus not entitled to overtime. Management employees such as elected officials, managers/administrators, municipal clerks, CFOs, public works superintendents, police chiefs and other department heads are typically classified as having exempt status and thus not entitled to overtime pay. Other municipal employees may also be classified as exempt under the FLSA (please consult labor counsel for detailed guidance). Exempt status also precludes overtime pay for time worked during emergencies, attendance at night meetings and participation in training sessions. Compensated leave time in lieu of cash payments is considered a form of overtime pay unless such leave is utilized in the same pay period. Does your municipality refrain from paying overtime to employees classified as exempt under the FLSA?		[1.0 Yes
042	Core Competencies	Personnel
Has your municipality reviewed and updated its employee personnel manual/handbook within the past three years or upon the conclusion of each of your municipality's collective negotiated agreements (CNAs)? If yes, please provide in the Comments section the date which the personnel manual was officially updated using the MM/DD/YYYY format. If not yes, please type "Did Not Answer Yes" into the comment box.		[1.0 Yes Corr 10/2
043	Core Competencies	Personnel
At its July 2023 meeting, the Local Finance Board updated N.J.A.C. 5:30-16.2 to require a municipality's purchasing agent, certified public works manager, and business administrator/municipal manager to register for GovConnect by November 1, 2023. If your municipality has one or more of the above-referenced titles, have the individuals in those titles registered for GovConnect?		[1.0 Yes
044	Unscored Survey	Personnel
Does your municipality currently have an unlicensed individual serving as an acting municipal clerk, tempoary chief municipal finance officer, temporary purchasing agent, and/or a temporary chief public works manager? Select as many as are applicable or None of the Above.		

045	Unscored Survey	Personnel
Does your municipality currently retain a chief financial officer through a professional services contract?		[0.0 No
046	Core Competencies	Procurement
The purchase of insurance coverage and consultant services is a limited exception to public bidding by virtue of being deemed an Extraordinary Unspecifiable Service (EUS) pursuant to N.J.S.A. 40A:11-5(a)(ii) and 40A:11-5(1)(m). Page 3 of Local Finance Notice AU-2002-2 for further details. The standard EUS certification declaration (do not submit the form to DLGS) is available at https://www.nj.gov/dca/divisions/dlgs/programs/lpcl_docs/eus_letter.pdf . If your municipality has procured insurance under the EUS exception to public bidding, has your municipality followed the procedural requirements of an EUS in doing so?		[1.0 N/A
047	Core Competencies	Procurement
N.J.S.A. 34:1A-1.16 authorizes the New Jersey Department of Labor and Workforce Development (NJDOLE) to create a list on its website, dubbed the Workplace Accountability in Labor List (The WALL), of any person found in violation of any State wage, benefit, and tax laws and against whom a final order has been issued by the NJDOLE for such violation. A contract cannot be awarded to any contractor or vendor appearing on the WALL, which is available at https://www.nj.gov/labor/ea/osec/wall.shtml . Is your municipality cross checking prospective vendor or contractor names against the WALL before awarding any contract over the quote threshold?		[1.0 Yes
048	Core Competencies	Procurement
P.L. 2023, c. 138 requires public works contractor registration and payroll certification for public works projects to be completed online at https://njwages.nj.gov/ . Municipalities were required to be registered prior to August 15, 2024. Email njwagehubinfo@dol.nj.gov for assistance with registration. In addition to the NJ Wage Hub online requirements, certified payrolls shall continue to be submitted to the municipality in the manner and process that is consistent with each body's previous receipt of certified payrolls (e.g. email, fax). Is your municipality registered with NJDOLE's online certified payroll system?		[1.0 Yes

049	Best Practices	Procurement
If your municipality contracts with an insurance broker for health insurance, and said contract exceeds the Local Public Contracts Law (LPCL) bid threshold, is your municipality's health insurance broker being procured through a competitive contracting or sealed bid process conducted pursuant to the Local Public Contracts Law? Only answer N/A if your municipality does not contract with an insurance broker for health insurance or, if it does, the contract does not exceed your municipality's LPCL bid threshold.		[0.5 N/A
050	Best Practices	Procurement
Insurance broker fees dependent on the amount of health insurance premiums or fees paid by the municipality are vulnerable to abuse as brokers could face conflicting incentives in seeking lower-cost health insurance alternatives. If your municipality contracts with an insurance broker for health insurance, is the structure for broker payments set at a flat-fee rather than on a commission basis to mitigate the risk of a broker recommending more expensive health insurance coverage to earn higher fees? Only answer N/A if your municipality does not contract with an insurance broker for health insurance.		[0.5 N/A
051	Core Competencies	Shared Services
N.J.S.A. 40A:65-4(b) requires a copy of each shared services agreement to be filed with the Division of Local Government Services. Has your municipality filed with the Division the most current copy of each shared services agreement under which the municipality provides one or more services to another local unit as defined by N.J.S.A. 40A:65-3 of the Uniform Shared Services and Consolidation Act? Only answer N/A if your municipality does not provide a shared service to another local unit.		[1.0 N/A
052a	Unscored Survey	Shared Services
If your municipality currently provides a chief financial officer, tax collector, tax assessor, municipal clerk, qualified purchasing agent, certified public works manager, municipal treasurer, and/or a public works superintendant to another municipality pursuant to a shared services agreement, please select one or more of the options provided and list under Comments each municipality (and the county in which that municipality is located) along with the position being provided to that municipality. If your municipality currently provides none of these positions pursuant to a shared services agreement, select None of the Above and insert N/A into Comments.		Corr N/A

052b	Unscored Survey	Shared Services
If the answer to Question 52a is yes, did one or more of the identified shared service agreements result in the dismissal of a tenured official? If yes, please insert under Comments 1) the position or positions where an agreement resulted in the dismissal of a tenured official; and 2) an estimate of the cost savings anticipated to be achieved by the participating municipalities at the outset of the agreement. If the answer is No or N/A, please insert "No" or "N/A" under Comments. See LFN 2018-3R for more information on this provision of the Common Sense Shared Service Act.		[0.0 N/A
053a	Unscored Survey	Special Improvement Districts
Has your municipality designated one or more special improvement districts (SIDs) pursuant to N.J.S.A. 40:56-71?		[0.0 No
053b	Unscored Survey	Special Improvement Districts
If your municipality has designated one or more special improvement districts (SIDs) pursuant to N.J.S.A. 40:56-71, does one or more SID have a business improvement zone established pursuant to N.J.S.A. 40:56-71.1 et seq.? Answer N/A if your municipality does not have a SID.		[0.0 N/A
054	Core Competencies	Transparency
Are your municipality's codified and uncoded ordinances, including all current salary ordinances, posted on the municipality's website? Please provide the link to the webpage on which the ordinances are posted under Comments. If the answer is "No" type "Answered No" under Comments.		[1.0 Yes Corr ecoc
055	Core Competencies	Transparency
Does your municipality maintain on its website minutes and agendas for the governing body, planning board, board of adjustment and all commissions? Please provide the link to the webpage on which the agendas and minutes are listed under Comments. If the answer is "No" type "Answered No" under Comments.		[1.0 Yes Corr www lake: borc cour and- mini

056	Core Competencies	Transparency
Does your municipality's website have a calendar that is regularly updated with the meeting dates for governing body meetings along with the meetings of all other boards, committees, and commissions? Please provide the link to the webpage on which the calendar is listed under Comments. If the answer is "No" type "Answered No" under Comments.		[1.0 Yes Corr www
057	Core Competencies	Transparency
Does your municipality maintain on its website the previous three years of adopted budgets and the current year introduced or adopted budget, inclusive of the user-friendly budget section? Please provide the link to the webpage on which the budgets are posted under Comments. If the answer is "No" type "Answered No" under Comments.		[1.0 Yes Corr www offic finar
058	Core Competencies	Transparency
Does your municipality maintain on its website the most recent annual financial statement (AFS) and annual audit, including any corrective action plan? Please provide the link to the webpage on which both are posted under Comments. If the answer is "No" type "Answered No" under Comments.		[1.0 Yes Corr www offic finar ecoc
059	Best Practices	Transparency
Does your municipality post on its website all current labor agreements, including memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements? Please provide the link to the webpage on which current labor agreements are posted under Comments. If the answer is "No" type "Answered No" under Comments. If the answer is "N/A", please use the comment box to provide clarification.		[0.5 Yes Corr www agre

060	Core Competencies	Transparency
	N.J.S.A. 34:13A-8.2 requires public employers, including municipalities, to file with the Public Employment Relations Commission (PERC) a copy of all contracts negotiated with public employee representatives. This includes, but is not limited to, collective bargaining agreements, memoranda of understanding, contract amendments, and "side letter" or "side bar" agreements. Copies of same may be emailed to contracts@perc.state.nj.us . Has your municipality filed all current contracts with PERC? Only answer N/A if your municipality does not have any employee labor unions.	[1.0 Yes
061	Core Competencies	Transparency
	Pursuant to N.J.S.A. 34:13A-16.8(d)(2), PERC requires a summary of the cost impact associated with a municipality's completed contracts for all bargaining units. Police and fire contracts have one summary form, while non-police and fire contracts have another form. The summary forms and filing instructions are located at https://www.state.nj.us/perc/conciliation/contracts/ . Has your municipality filed the required PERC summary forms for all current completed labor agreements? Only answer N/A if your municipality does not have any employee labor unions.	[1.0 Yes
062	Core Competencies	Transparency
	In accordance with Governor Murphy's Executive Order 267 dated October 8, 2021 and outlined in LFN 2022-08 dated March 2, 2022, municipalities and counties were required to provide DLGS with a copy of all American Rescue Plan (ARP) LFRF reports filed with U.S. Treasury, including Project and Expenditure Reports, Interim Reports, and Recovery Plan and Performance Reports?. Did your municipality file with DLGS all reports filed with Treasury? Only answer N/A if your municipality refused ARP LFRF Funding	[1.0 Yes

063	Core Competencies	Transparency
	P.L. 2023, c. 30, known as the "Elections Transparency Act," made various significant changes to New Jersey's pay-to-play laws. One of these changes is the prohibition on imposing pay-to-play provisions that are more restrictive than those in State law. The repeal of N.J.S.A. 40A:11-51, the statute that originally authorized local pay-to-play restrictions or grandfathered existing ones, is effective retroactive to January 1, 2023. See Local Finance Notice 2023-14 for further details. Has your municipality repealed any local pay-to-play ordinances or resolutions originally authorized or grandfathered by N.J.S.A. 40A:11-51? Answer N/A if your municipality did not have local pay-to-play restrictions on the books.	[1.0 N/A
064	Best Practices	Transparency
	Does your municipality feature a link on its website to the Division of Taxation's Property Tax Relief Program webpage at https://www.state.nj.us/treasury/taxation/relief.shtml ?	[0.5 Yes
065a	Unscored Survey	Transparency
	Does your municipality have one or more official social media accounts? Please select all that apply.	
065b	Unscored Survey	Transparency
	If your answer to Question 65a is "Yes", does your municipality allow comments on its social media posts?	[0.0 Yes
065c	Unscored Survey	Transparency
	If your answer to Question 65b is "Yes", does your municipality archive comments made on its social media posts?	[0.0 No

066	Core Competencies	Redevelopment
	Upon the adoption of a resolution by a municipal governing body determining that a delineated area, or any part thereof, is an area in need of redevelopment or an area in need of rehabilitation, N.J.S.A. 40A:12A-6.b(5)(c) and 40A:12A-14.a require the municipal clerk to transmit a copy of the resolution to the Commissioner of the Department of Community Affairs for review. If the area in need of redevelopment or rehabilitation is not located in an area in which development or redevelopment is to be encouraged pursuant to any State law, the determination shall not take effect without first receiving the review and approval of the Commissioner. If the area in need of redevelopment or rehabilitation is located within an area in which development or redevelopment is encouraged pursuant to State law, the resolution shall take effect after the municipal clerk has transmitted a copy of the resolution to the Commissioner. Areas in Need of Redevelopment and Areas in Need of Rehabilitation are featured on the NJ Community Asset Map hosted on the Office of Local Planning Services webpage under "Available Data and Applications." Has your municipality submitted all resolutions designating areas in need of redevelopment or rehabilitation within the municipality to the DCA Commissioner?	[1.0 N/A
067	Core Competencies	Redevelopment
	N.J.S.A. 40A:20-9.d requires an urban renewal entity with which the municipality has a financial agreement for a long-term payment in lieu of taxes (PILOT) to submit annually, within 90 days after the close of its fiscal year, its auditor's reports to the mayor and the governing body. Does your municipality enforce the annual submission of urban renewal entity audit reports and review those reports?	[1.0 Yes
068	Core Competencies	Utilities
	P.L. 2022, c.107 (N.J.S.A. 48:2-29.57 et seq. or the "Utility Reporting Law") requires the Board of Public Utilities (BPU) to collect data from both investor-owned utilities and local government-owned utilities regarding service to residential and commercial customers. The reporting template is available at https://nj.gov/bpu/agenda/doc/PL107/ReportingRequirementTemplateFinal.xlsx. If your municipality has a water, sewer, or electric system, has your municipality complied with the reporting requirement in the Utility Reporting Law?	[0.0 No

069	Core Competencies	Utilities
Section 4 of P.L. 2021, c. 317 establishes a Winter Termination Program allowing eligible residential customers to avoid service shutoff from November 15 through March 15 for non-payment of water, sewer, or electric service provided by a local unit. See Local Finance Notice 2023-09 for further details. Has your municipality notified its residential ratepayers about the Winter Termination Program in the manner required under law with respect to the utility services it provides?		[0.0 No

Best Practices Inventory Online Platform

Mountain Lakes Borough

Scoring

Current Score: 43.50

Score	Aid Withheld
35 +	No aid withholding
31 - 34	25% of final aid payment withheld
27 - 30	50% of final aid payment withheld
0 - 26	100% of final aid payment withheld

RESOLUTION AND ORDINANCE REVIEW FOR THE OCTOBER 14, 2024 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R150-24, AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE - this resolution authorizes the sale of surplus property (vehicles, equipment, etc.) that is no longer needed for public use, through the use of the online auction service, GovDeals.

R151-24, AUTHORIZING THE AWARD OF A CONTRACT FOR PAYROLL SERVICES TO PRIMEPOINT, LLC – this resolution authorizes the Borough to enter into a contract with Primepoint LLC. The change is necessary due to a significant increase in the number of issues that we are experiencing with our current provider.

R152-24, REQUESTING APPROVAL OF ITEM OF REVENUE AND APPROPRIATION UNDER N.J.S.A. 40A: 4-87 FOR THE BULLET PROOF VEST GRANT - passage of this resolution will amend the Borough's 2024 budget to include the \$3,534.93 Bulletproof Vest grant.

ORDINANCES TO INTRODUCE

None.

ORDINANCES TO ADOPT

12-24, AMENDING CHAPTER 111 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND REVISING THE FEE SCHEDULE - this ordinance authorizes fee adjustments for water rates and the addition of a fee to purchase a commemorative bench. The water rate adjustment has been recommended by FAC and the bench fee has been recommended by the DPW Subcommittee.

13-24, AMENDING THE BOROUGH CODE TO INCLUDE NEW CHAPTER 119, "FILMING" – this ordinance amends the Borough code to include a new chapter on filming.

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

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

ORDINANCE 12-24

**ORDINANCE AMENDING CHAPTER 111 OF THE REVISED GENERAL ORDINANCES OF THE
BOROUGH OF MOUNTAIN LAKES AND REVISING THE FEE SCHEDULE**

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

Section 1. Chapter 111 of the Revised General Ordinances of the Borough of Mountain Lakes, entitled "Fee Schedule", shall be amended as follows:

(4) Water rates

Water meters per
100 gallons

Residential:

Minimum Charge up to 11,968 gallons	\$ 50.25	\$ 52.77
From 11,969 to 22,440 gallons	\$0.4396	\$0.4619
From 22,441 to 37,400 gallons	\$0.4520	\$0.4746
From 37,401 to 59,840 gallons	\$0.4737	\$0.4974
From 59,841 to 74,800 gallons	\$0.4914	\$0.5160
From 74,801 gallons and above	\$0.5183	\$0.5442

Commercial / Industrial:

Minimum Charge up to 11,968 gallons	\$ 53.46	\$ 56.13
From 11,969 to 22,440 gallons	\$0.4859	\$0.5102
From 22,441 to 37,400 gallons	\$0.5093	\$0.5348
From 37,401 to 59,840 gallons	\$0.5718	\$0.6004
From 59,841 to 74,800 gallons	\$0.6254	\$0.6567
From 74,801 gallons and above	\$0.6790	\$0.7130

Sprinkler meters per
100 gallons

Residential:

Minimum Charge up to 11,968 gallons	\$ 64.14	\$ 67.38
From 11,969 to 22,440 gallons	\$0.6326	\$0.6642
From 22,441 to 37,400 gallons	\$0.6933	\$0.7280
From 37,401 to 59,840 gallons	\$0.7434	\$0.7806
From 59,841 to 74,800 gallons	\$0.9113	\$1.0409
From 74,801 gallons and above	\$1.1723	\$1.2309

Commercial:

Minimum Charge up to 11,968 gallons	\$ 69.51	\$ 72.99
From 11,969 to 22,440 gallons	\$0.6771	\$0.7110
From 22,441 to 37,400 gallons	\$0.7379	\$0.7748
From 37,401 to 59,840 gallons	\$0.7899	\$0.8294
From 59,841 to 74,800 gallons	\$0.9363	\$0.9831
From 74,801 gallons and above	\$1.2152	\$1.2760

Sprinkler meters per cubic feet	Residential:		
	Minimum Charge up to 1600 cubic feet	\$ 50.25	\$ 52.77
	From 1,601 to 3,000 cubic feet	\$0.0329	\$0.0345
	From 3,001 to 5,000 cubic feet	\$0.0338	\$0.0354
	From 5,001 to 8,000 cubic feet	\$0.0354	\$0.0372
	From 8,001 to 10,000 cubic feet	\$0.0368	\$0.0386
	From 10,001 cubic feet and above	\$0.0387	\$0.0406
	Commercial / Industrial		
	Minimum Charge up to 1600 cubic feet	\$ 53.46	\$ 56.13
	From 1,601 to 3,000 cubic feet	\$0.0363	\$0.0381
	From 3,001 to 5,000 cubic feet	\$0.0380	\$0.0399
	From 5,001 to 8,000 cubic feet	\$0.0427	\$0.0448
	From 8,001 to 10,000 cubic feet	\$0.0467	\$0.0490
	From 10,001 cubic feet and above	\$0.0507	\$0.0532
	Residential:		
	Minimum Charge up to 1600 cubic feet	\$ 64.14	\$ 67.38
	From 1,601 to 3,000 cubic feet	\$0.0474	\$0.0498
	From 3,001 to 5,000 cubic feet	\$0.0519	\$0.0545
	From 5,001 to 8,000 cubic feet	\$0.0553	\$0.0581
From 8,001 to 10,000 cubic feet	\$0.0681	\$0.0715	
From 10,001 cubic feet and above	\$0.0877	\$0.0921	
Commercial			
Up to 1600 cubic feet	\$ 69.51	\$ 72.99	
From 1,601 to 3,000 cubic feet	\$0.0506	\$0.0531	
From 3,001 to 5,000 cubic feet	\$0.0552	\$0.0580	
From 5,001 to 8,000 cubic feet	\$0.0591	\$0.0621	
From 8,001 to 10,000 cubic feet	\$0.0700	\$0.0735	
From 10,001 cubic feet and above	\$0.0908	\$0.0953	

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

Section 4. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

XXX

Cara Fox, Borough Clerk

Adopted: 10/14/24

[illegible]

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

ORDINANCE 12-24

**ORDINANCE AMENDING CHAPTER 111 OF THE REVISED GENERAL ORDINANCES OF THE
BOROUGH OF MOUNTAIN LAKES AND REVISING THE FEE SCHEDULE**

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

Section 1. Chapter 111 of the Revised General Ordinances of the Borough of Mountain Lakes, entitled "Fee Schedule", shall be amended as follows:

(4) Water rates

Water meters per
100 gallons

Residential:

Minimum Charge up to 11,968 gallons	\$ 50.25	\$ 52.77
From 11,969 to 22,440 gallons	\$0.4396	\$0.4619
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From 74,801 gallons and above	\$0.5183	\$0.5442

Commercial / Industrial:

Minimum Charge up to 11,968 gallons	\$ 53.46	\$ 56.13
From 11,969 to 22,440 gallons	\$0.4859	\$0.5102
From 22,441 to 37,400 gallons	\$0.5093	\$0.5348
From 37,401 to 59,840 gallons	\$0.5718	\$0.6004
From 59,841 to 74,800 gallons	\$0.6254	\$0.6567
From 74,801 gallons and above	\$0.6790	\$0.7130

Sprinkler meters per
100 gallons

Residential:

Minimum Charge up to 11,968 gallons	\$ 64.14	\$ 67.38
From 11,969 to 22,440 gallons	\$0.6326	\$0.6642
From 22,441 to 37,400 gallons	\$0.6933	\$0.7280
From 37,401 to 59,840 gallons	\$0.7434	\$0.7806
From 59,841 to 74,800 gallons	\$0.9113	\$1.0409
From 74,801 gallons and above	\$1.1723	\$1.2309

Commercial:

Minimum Charge up to 11,968 gallons	\$ 69.51	\$ 72.99
From 11,969 to 22,440 gallons	\$0.6771	\$0.7110
From 22,441 to 37,400 gallons	\$0.7379	\$0.7748
From 37,401 to 59,840 gallons	\$0.7899	\$0.8294
From 59,841 to 74,800 gallons	\$0.9363	\$0.9831
From 74,801 gallons and above	\$1.2152	\$1.2760

**Sprinkler meters per
cubic feet**

Minimum Charge up to 1600 cubic feet	\$ 50.25	\$ 52.77
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From 3,001 to 5,000 cubic feet	\$0.0338	\$0.0354
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From 8,001 to 10,000 cubic feet	\$0.0368	\$0.0386
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Commercial / Industrial

From 1,601 to 3,000 cubic feet	\$0.0363	\$0.0381
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From 5,001 to 8,000 cubic feet	\$0.0427	\$0.0448
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From 10,001 cubic feet and above	\$0.0507	\$0.0532
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Minimum Charge up to 1600 cubic feet	\$ 64.14	\$ 67.38
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From 3,001 to 5,000 cubic feet	\$0.0519	\$0.0545
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From 8,001 to 10,000 cubic feet	\$0.0681	\$0.0715
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Commercial

From 1,601 to 3,000 cubic feet	\$0.0506	\$0.0531
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From 5,001 to 8,000 cubic feet	\$0.0591	\$0.0621
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From 10,001 cubic feet and above	\$0.0908	\$0.0953
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\$1250.00 \$1500.00

E. Recreation 10. New / Renewed Commemorative Bench

Section 4. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

[illegible]

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 October 14, 2024.

Cara Fox, Borough Clerk

Introduced: 9/23/24

Adopted: 10/14/24

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

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

ORDINANCE 13-24

ORDINANCE AMENDING THE BOROUGH CODE TO INCLUDE NEW CHAPTER 119, "FILMING"

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

SECTION 1. The Revised General Ordinances of the Borough of Mountain Lakes are hereby amended by the inclusion of new Chapter 119 entitled "Filming," which shall read in its entirety as follows:

Chapter 119

FILMING

§ 119-1. Definitions.	§ 119-8. Waiver of requirements of chapter by Manager.
§ 119-2. Permit required.	§ 119-9. Copies of permit; inspections.
§ 119-3. Issuance of permits.	§ 119-10. Reimbursement of certain costs.
§ 119-4. Interference with public activity; notice of filming.	§ 119-11. Special regulations for major motion pictures.
§ 119-5. Filming in residential zones.	§ 119-12. Fees.
§ 119-6. Refusal to issue permit; employment of patrolmen and electrician.	§ 119-13. Violations and penalties.
§ 119-7. Appeals.	

§ 119-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

FILMING — The taking of still or motion pictures either on film or videotape or similar recording medium, for commercial or educational purposes intended for viewing on television, in theaters or for institutional uses. The provisions of this chapter shall not be deemed to include the "filming" of news stories within the Borough of Mountain Lakes.

MAJOR MOTION PICTURE — Any film which is financed and/or distributed by a major motion picture studio, including but not limited to the following:

- A. Universal Pictures.
- B. Warner Brothers, including New Line Cinema, Castle Rock Cinema, Village Road Show and Bel-Aire.
- C. Paramount, including MTV Films and Nickelodeon Movie.
- D. 20th Century Fox, including Fox Searchlight.
- E. Sony/Columbia.
- F. Disney/Miramax.
- G. MGM — United Artists.
- H. Dreamworks.
- I. Any film for which the budget is at least \$5,000,000.
- J. Recurrent weekly television series programming.

PUBLIC LANDS — Any and every public street, highway, sidewalk, square, public park or playground or any other public place within the Borough which is within the jurisdiction and control of the Borough of Mountain Lakes.

§ 119-2. Permit required.

- A. No person or organization shall film or permit filming on public or private land within the Borough of Mountain Lakes without first having obtained a permit from the office of the Municipal Clerk, which permit shall set forth the approved location of such filming and the approved duration of such filming by specific reference to date or dates. No permit shall authorize filming for more than three consecutive days in any one location and in no event shall filming at one location within the Borough exceed a total of six days in any one calendar year, regardless of the number of permits utilized in reaching this six-day maximum. Either or both of the three-consecutive-day and the six-day limitations may be extended only if the filming requested constitutes a major motion picture as defined by § 119-11 of this chapter. Said permit must be readily available for inspection by Borough officials at all times at the site of the filming.
- B. All permits shall be applied for and obtained from the office of the Municipal Clerk during normal business hours. Applications for such permits shall be in a form approved by the Municipal Clerk and be accompanied by a permit fee in the amount established by this chapter in § 119-12 herein.
- C. If a permit is issued and, due to inclement weather or other good cause, filming does not in fact take place on the dates specified, the Municipal Clerk may, at the request of the applicant, issue a new permit for filming on other dates subject to full compliance with all other provisions of this chapter. No additional fee shall be paid for this permit.

§ 119-3. Issuance of permits.

- A. No permits will be issued by the Municipal Clerk unless applied for prior to five days before the requested shooting date; provided, however, that the Borough Manager may waive the five-day period if, in his judgment, the applicant has obtained all related approvals and adjacent property owners or tenants do not need to be notified.
- B. No permit shall be issued for filming upon public lands unless the applicant shall provide the Borough with satisfactory proof of the following:
 - (1) Proof of insurance coverage as follows:
 - (a) For bodily injury to any one person in the amount of \$1,000,000 and any occurrence in the aggregate amount of \$3,000,000.
 - (b) For property damage for each occurrence in the aggregate amount of \$300,000.
 - (2) An agreement, in writing, whereby the applicant agrees to indemnify and save harmless the Borough of Mountain Lakes from any and all liability, expense, claim or damages resulting from the use of public lands.
 - (3) The posting of cash of \$500 or a maintenance bond of \$500 running in favor of the Borough and protecting and insuring that the location utilized will be left after filming, in a satisfactory condition, free of debris, rubbish and equipment, and that due observance of all Borough ordinances, laws and regulations will be followed. Once filming has concluded, the Borough will return the bond if there has been no damage to public property or public expense caused by the filming.

- (4) The hiring of an off-duty Mountain Lakes police officer for the times indicated on the permit.
- C. The holder of the permit shall take all reasonable steps to minimize interference with the free passage of pedestrians and traffic over public lands and shall comply with all lawful directives issued by the Mountain Lakes Police Department with respect thereto.

§ 119-4. Interference with public activity; notice of filming.

- A. The holder of a permit shall conduct filming in such a manner as to minimize the inconvenience or discomfort to adjoining property owners attributable to such filming and shall, to the extent practicable, abate noise and park vehicles associated with such filming off the public streets.
- B. The holder shall avoid any interference with previously scheduled activities upon public lands and limit, to the extent possible, any interference with normal public activity on such public lands. Where the applicant's production activity, by reason of location or otherwise, will directly involve and/or affect any businesses, merchants or residents, these parties shall be given written notice of the filming at least five days prior to the requested shooting date and be informed that objections may be filed with the Municipal Clerk, said objections to form a part of applicant's application and be considered in the review of the same. Proof of service of notification to adjacent owners shall be submitted to the Municipal Clerk within two days of the requested shooting date.

§ 119-5. Filming in residential zones.

Filming in residential zones shall be permitted Monday through Friday between the hours of 7:00 a.m. and 9:00 p.m., provided that all requests for night scenes shall be approved in the permit to be granted in accordance with § 119-8 hereof. The setup, production and breakdown required by all filming shall be included in the hours as set forth herein.

§ 119-6. Refusal to issue permit; employment of patrolmen and electrician.

- A. The Borough Manager may refuse to issue a permit whenever he determines, on the basis of objective facts and after a review of the application and a report thereon by the Police Department and by other Borough agencies involved with the proposed filming site, that filming at the location and/or the time set forth in the application would violate any law or ordinance or would unreasonably interfere with the use and enjoyment of adjoining properties, unreasonably impede the free flow of vehicular or pedestrian traffic or otherwise endanger the public's health, safety or welfare.
- B. Further, the Borough reserves the right to require one or more on-site police officers in situations where the proposed production may impede the proper flow of traffic, the cost of said police officers to be borne by the applicant as a cost of production. Where existing electrical power lines are to be utilized by the production, an on-site licensed electrician may be similarly required if the production company does not have a licensed electrician on staff.

§ 119-7. Appeals.

- A. Any person aggrieved by a decision of the Borough Manager denying or revoking a permit or a person requesting relief pursuant to § 119-8 may appeal to the Borough Council. A written notice of appeal setting forth the reasons for the appeal shall be filed with the Manager.

- B. An appeal from the decision of the Manager shall be filed within 10 days of the Manager's decision. The Borough Council shall set the matter down for a hearing within 30 days of the day on which the notice of appeal was filed. The decision of the Borough Council shall be in the form of a resolution supporting the decision of the Borough Manager at the first regularly scheduled public meeting of the Borough Council after the hearing on the appeal, unless the appellant agrees in writing to a later date for the decision. If such a resolution is not adopted within the time required, the decision of the Manager shall be deemed to be reversed, and a permit shall be issued in conformity with the application or the relief pursuant to § 119-8 shall be deemed denied.

§ 119-8. Waiver of requirements of chapter by Manager.

The Borough Manager may authorize filming other than during the hours herein described. In determining whether to allow an extension of hours under this section, the Manager shall consider the following factors:

- A. Traffic congestion at the location caused by vehicles to be parked on the public street.
- B. Applicant's ability to remove film-related vehicles off the public streets.
- C. When the applicant is requesting restrictions on the use of public streets or public parking during the course of the filming.
- D. Nature of the film shoot itself; e.g., indoor or outdoors; day or night; on public or private lands.
- E. Prior experience of the film company/applicant with the Borough, if any.

§ 119-9. Copies of permit; inspections.

Copies of the approved permit will be sent to the Police and Fire Departments before filming takes place.. The applicant shall permit the Fire Prevention Bureau or other Borough inspectors to inspect the site and the equipment to be used. The applicant shall comply with all safety instruction issued by the Fire Prevention Bureau or other Borough inspectors.

§ 119-10. Reimbursement of certain costs.

In addition to any other fees or costs mentioned in this chapter, the applicant shall reimburse the Borough for any lost revenue, such as parking meter revenue, repairs to public property or other revenues that the Borough was prevented from earning because of filming.

§ 119-11. Special regulations for major motion pictures.

- A. When filming is requested with respect to a major motion picture, the approved location of such filming and approved duration of such filming by specific reference to day or dates may exceed three consecutive days and/or may exceed six days in duration if approved by the Borough Manager in his or her discretion following a favorable review of the factors set forth in § 119-8 herein.
- B. Any days necessary to be used for setup and preparation for a major motion picture filming may, in the discretion of the Manager, be counted as a filming day where such setup is anticipated to involve one or more of the factors set forth in § 119-8 hereof.

§ 119-12. Fees.

- A. Basic filming permit: \$150. Where an applicant requests a waiver of the provision of § 119-3A requiring expedited processing of a permit application within 24 hours of the filming date, the basic filming permit fee for processing the application on an expedited basis shall be \$500
- B. Daily filming fee payable in addition to the basic filming permit: \$500 per day.
- C. Daily filming fee payable for major motion picture: \$1,000 per day.
- D. Filming permit for nonprofit applicants filming for educational purposes (no daily rate required): \$25.

Any person who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine not exceeding \$2,000, imprisonment in the county/municipal jail for a term not exceeding 90 days, or a period of community service not exceeding 90 days, or any combination thereof as determined by the Municipal Court Judge. Each day on which a violation of an ordinance exists shall be considered a separate and distinct violation and shall be subject to imposition of a separate penalty for each day of the violation as the Municipal Court Judge may determine.

SECTION 4. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

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

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

RESOLUTION 149-24

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 **October 14, 2024** 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 October 14, 2024.

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: 10/14/2024 For bills from 09/20/2024 to 10/11/2024

Check#	Vendor	Description	Payment	Check Total
24587	124 - AC DAUGHTRY, INC.	PO 28771 DPW - CENTRAL STATION MONITORING - BLANK	310.53	310.53
24588	219 - ACCESS	PO 28768 2024 ARCHIVE SERVICES - CUST# 156NFY0479	1,482.59	1,482.59
24589	4019 - ADVANCED FIREPROOF DOOR, INC	PO 29755 FIRE BAY SUPPLIES	153.98	153.98
24590	2426 - AGL WELDING SUPPLY CO.	PO 28419 DPW - EQUIPMENT & TOOLS - BLANKET	91.77	91.77
24591	4608 - AIR PURIFIERS, INC	PO 28945 FIREHOUSE: EXHAUST SYSTEM - NJ State Con	26,141.40	26,141.40
24592	164 - ALERT-ALL CORP.	PO 29747 FIRE DEPT: FIRE PREVENTION MATERIALS	1,602.50	1,602.50
24593	3861 - AMAZON CAPITAL SERVICES	PO 29720 ADMIN: ORDER# 111-0769489-1039430	366.25	
		PO 29744 DPW: ORDER# 111-6145374-9553069	14.96	381.21
24594	189 - ANCHOR ACE HARDWARE	PO 28273 POLICE: MISC SUPPLIES - BLANKET	59.97	59.97
24595	191 - ASSOC OF NJ ENVIRONMENTAL COMM	PO 29713 2024 ENVIRONMENTAL CONGRESS REGISTRATION	125.00	125.00
24596	3957 - ATLANTIC COAST RECYLING, LLC	PO 28978 SOLID WASTE - RECYCLING - BLANKET	183.75	183.75
24597	372 - BEN SHAFFER RECREATION, INC	PO 29416 DPW - DEPARTMENT SUPPLIES - MULCH	405.00	405.00
24598	3828 - BOROUGH OF MADISON	PO 29740 IT BILLING FOR APRIL/MAY/JUNE 2024	3,737.24	3,737.24
24599	4588 - BOSWELL ENGINEERING, INC	PO 29450 GRUNDENS POND DAM PROJECT- RESO# 164-22	832.50	832.50
24600	3650 - CARA FOX	PO 29718 REIMBURSEMENT - CARA FOX - BOOKS	71.81	71.81
24601	3411 - CENTRAL POLY-BAG CORP	PO 29779 DPW - DEPARTMENT SUPPLIES	328.95	328.95
24602	4135 - CGP&H, LLC	PO 29722 PROFESSIONAL SERVICES FOR AUGUST 2024	868.00	868.00
24603	4090 - CLEAN MAT SERVICES, LLC	PO 28748 2024 FLOOR MAT SERVICE APR-DEC BLANKET	185.36	185.36
24604	455 - CONDURSOS GARDEN CENTER	PO 29742 BUILDINGS & GROUNDS HISTORIC GATES/PILLA	671.67	671.67
24605	4094 - CONTINENTAL HARDWARE, INC	PO 29581 S & R - DEPARTMENT SUPPLIES - MCCPC CONT	579.60	579.60
24606	431 - COUNTY CONCRETE CORP.	PO 29702 MATERIALS: CONCRETE - 2024 MCCPC	2,371.41	2,371.41
24607	2396 - COUNTY WELDING SUPPLY CO.	PO 28591 DPW - EQUIPMENT & TOOLS - BLANKET	36.00	
		PO 29739 DPW - EQUIPMENT & TOOLS - BLANKET	749.90	785.90
24608	4586 - CREATIVE MANAGEMENT, INC	PO 29412 DIESEL FUEL - BLANKET	717.59	717.59
24609	3098 - CYNTHIA KORMAN	PO 29653 COUNCIL: WEBINAR REGISTRATION - CYNTHIA	33.85	33.85
24610	506 - DAN COMO & SONS, INC	PO 29609 DPW - LEAF AND BRUSH REMOVAL - 2023	1,120.00	
		PO 29612 DPW - LEAF AND BRUSH REMOVAL- FALL 2024	560.00	1,680.00
24611	2971 - DIRECT ENERGY BUSINESS	PO 29796 SEWER: ELECTRIC SERVICE: AUG - SEPT 2024	29.68	
		PO 29797 BORO HALL: ELECTRIC SERVICE: AUG - SEPT	17.58	
		PO 29798 WATER: ELECTRIC SERVICE - AUG - SEPT 20	1,293.00	
		PO 29800 PARKS & BEACHES: ELECTRIC SERVICE: AUG -	117.60	1,457.86
24612	2971 - DIRECT ENERGY BUSINESS	PO 29801 BORO GARAGE: ELECTRIC SERVICE: AUG - SEP	292.66	292.66
24613	652 - DOVER BRAKE AND CLUTCH CO. INC	PO 28304 DPW - VEHICLE REPAIR & MAINTENANCE - BLA	140.08	
		PO 29767 DPW - VEHICLE REPAIR & MAINTENANCE - BLA	146.01	286.09
24614	4102 - DURABLE DOOR	PO 28925 FIRE DEPT: NEW BAY DOORS - RESOLUTION 10	52,583.00	52,583.00
24615	4505 - ENCLAVE AT MOUNTAIN LAKES CONDO ASSOC.	PO 29716 2023 REIMBURSEMENT FOR STORM COSTS	205.75	205.75
24616	746 - FEDEX	PO 29775 POLICE: SHIPPING	28.27	28.27
24617	4125 - FELDMAN BROTHERS ELECTRICAL SUPPLY	PO 29707 FIREHOUSE SUPPLIES	1,089.49	
		PO 29750 FIREHOUSE SUPPLIES	300.63	
		PO 29785 FH: MATERIALS	391.47	1,781.59
24618	1170 - FERGUSON ENTERPRISES #501	PO 29751 BH: RENOVATIONS - FIREHOUSE	80.00	80.00
24619	653 - GANNET NEW YORK/NEW JERSEY LOCALIQ	PO 28433 PLANNING/ZONING - 2024 ADVERTISING - BLA	24.57	
		PO 29794 CLERK: ADVERTISING SEPTEMBER 2024	853.05	877.62
24620	876 - GARDEN STATE LABORATORIES, INC	PO 28592 WATER OPERATING - TREATMENT OF WELLS - B	144.00	144.00
24621	4605 - GEESE CHASERS NORTH JERSEY, LLC	PO 28849 PARKS: GOOSE MANAGEMENT ANNUAL MAINTENAN	1,150.00	1,150.00
24622	196 - GRIFFITH-ALLIED TRUCKING, LLC	PO 29688 UNLEADED GASOLINE - BLANKET	3,025.92	
		PO 29688 UNLEADED GASOLINE - BLANKET	1,680.69	4,706.61
24623	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 28967 2024 ARCHIVE STORAGE 2-4 QTR - ACCT 01Q	157.89	157.89
24624	911 - HOME DEPOT CREDIT SERVICES	PO 29711 BORO HALL SUPPLIES	338.32	
		PO 29753 FIREHOUSE SUPPLIES	125.51	463.83
24625	4209 - HUNTER CARRIER SERVICES	PO 29026 ADMIN: 2024 PHONES - ACCT BOML- BLANKET	1,160.43	1,160.43
24626	633 - JASON DIMICK	PO 29790 POLICE: MISC. REIMBURSEMENT FOR JASON DI	29.20	29.20
24627	859 - JCP&L	PO 29723 ACCT#100 154 666 612/ BILL PRD: 8/22 - 9	5.08	
		PO 29724 STREET LIGHTING - ASSORTED ACCOUNTS - AU	4,606.66	
		PO 29734 ACCT#100 141 241 693 BILL PRD: 8/21 - 9/	103.85	
		PO 29736 M/A #200 000 020 764: BILL DATE: SEPT 11	208.99	
		PO 29741 ACCT#100 075 505 725 - BILL PRD: 8/23 -	4.65	
		PO 29757 STREET LIGHTING - ASSORTED ACCOUNTS - AU	120.07	5,049.30
24628	859 - JCP&L	PO 29774 M/A #200 000 054 011/ BILL DATE: SEPT 24	629.01	
		PO 29804 ACCT# 100 050 702 156 - BILL PRD: 8/27 -	6.71	
		PO 29805 ACCT#100 151 758 974 - BILL PRD: 8/23 -	375.05	1,010.77
24629	3959 - JEFFERSON RECYCLING II, LLP	PO 29776 DPW - DEPARTMENT SUPPLIES	1,216.00	1,216.00
24630	4066 - KEYTECH	PO 29783 MATERIAL TESTING	2,010.00	2,010.00
24631	4563 - LAURIE STEPPER	PO 29662 HUB LAKES AWARDS APPETIZER	90.61	90.61
24632	4326 - LEGACY OF MTN LAKES CONDO ASSOC. INC	PO 29714 2023 STORM COST REIMBURSEMENT - SIDEWALK	30.21	30.21
24633	4252 - LINDE GAS & EQUIPMENT, INC	PO 29401 BH MAINTENANCE	30.83	30.83
24634	4116 - MANNING MATERIALS, CORP	PO 29709 FIREHOUSE IMPROVMENT SUPPLIES	143.25	143.25
24635	3926 - MITCHELL STERN	PO 29743 ADMIN: REIMBURSEMENT	822.80	822.80
24636	2611 - MJG PROMOTIONS, LLC	PO 29781 DIFFERENCE IN BEACH DIRECTOR SHIRTS	153.00	153.00

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 10/14/2024 For bills from 09/20/2024 to 10/11/2024

Check#	Vendor	Description	Payment	Check Total
24637	1295 - MORRIS COUNTY MUNICIPAL UTILITIES	PO 29810 SOLID WASTE DISPOSAL - SEPTEMBER 2024	10,643.30	10,643.30
24638	2766 - MOTOROLA SOLUTIONS, INC.	PO 29787 POLICE: BODY CAM SERVICE/ SOFTWARE	10,128.00	10,128.00
24639	1371 - MTN. LAKES BOARD OF EDUCATION	PO 29725 OCT 2024 MTN LAKES SCHOOL DISTRICT GENER	2,153,145.66	2,153,145.66
24640	3168 - MUNICIPAL CLERKS ASSOC OF MORRIS CO	PO 29738 CLERK: SEMINAR - CARA FOX	25.00	25.00
24641	1472 - MURPHY MCKEON P.C.	PO 28723 LEGAL: 2024 RETAINER FEES - BLANKET	4,166.66	
		PO 29795 SEPTEMBER 2024 LEGAL SERVICES - TAX APPE	360.00	4,526.66
24642	4223 - NIAGARA MACHINE, INC	PO 29771 SUPPLIES	41.80	41.80
24643	1533 - NJ DEPT OF COMMUNITY AFFAIRS	PO 29758 DCA FEES FOR 3RD QUARTER 2024	1,846.00	1,846.00
24644	1563 - NJ SHADE TREE FEDERATION	PO 29705 SHADE TREE - EDUCATION - OCT 17 & 18 202	1,350.00	1,350.00
24645	1559 - NJ STATE ASSOC. OF CHIEFS OF POLICE	PO 29789 POLICE: ANNUAL TRAINING CONFERENCE - JAS	150.00	150.00
24646	1562 - NJLM	PO 29695 LEAGUE OF MUNICIPALITIES - 2024 - RYAN S	60.00	60.00
24647	1754 - NORTHEAST COMMUNICATIONS, INC.	PO 29686 POLICE: VEHICLE RADIO REPAIRS DIAG.	110.00	110.00
24648	2500 - NORTON SEWER AND DRAIN	PO 28337 DPW - SEWER & DRAINS JETTING - BLANKET	700.00	700.00
24649	2727 - ONE CALL CONCEPTS, INC.	PO 29119 ACCT# 12-BML / MAY - DEC 2024 BLANKET	382.88	382.88
24650	2968 - OPTIMUM	PO 28796 DPW: 2024 INTERNET SERVICES ACCT# 07876-	161.21	161.21
24651	2968 - OPTIMUM	PO 28797 DPW: 2024 INTERNET SERVICES ACCT# 07876-	11.87	11.87
24652	4199 - PASSAIC METAL & BUILDING SUPPLIES	PO 29754 FIREHOUSE BAY SUPPLIES	84.44	
		PO 29784 FH: MATERIALS	147.67	232.11
24653	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 29706 LEGAL: AUGUST - AFFORDABLE HOUSING	40.00	40.00
24654	4556 - RADARSIGN, LLC	PO 27773 POLICE: EQUIPMENT - TC-400 RADAR	1,845.00	1,845.00
24655	3330 - RUTGERS UNIVERSITY	PO 28770 LAND USE AND ZONING ADMINISTRATION CLASS	431.00	431.00
24656	4266 - SAMSON METAL SERVICE	PO 29710 FIREHOUSE SUPPLIES	113.15	113.15
24657	1948 - SHEAFFER SUPPLY, INC.	PO 29433 DPW - DEPARTMENT SUPPLIES - BLANKET	91.70	
		PO 29752 FIREHOUSE SUPPLIES	40.85	132.55
24658	1994 - SHERWIN-WILLIAMS COMPANY	PO 29749 SUPPLIES	2,187.39	2,187.39
24659	4171 - SHORT LOAD CONCRETE, LLC	PO 29772 BH: RENOVATION - PAST DUE INVOICES	1,350.00	1,350.00
24660	2470 - SKYLANDS AREA FIRE EQUIP & TRAINING	PO 29729 FIRE DEPT: THERMAL IMAGING CAMERA	7,850.00	7,850.00
24661	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 29648 RECREATION: ORDER# 7640956834	57.36	57.36
24662	1943 - STRUCTURAL STONE CO., INC.	PO 29701 MISC SUPPLIES	1,081.92	
		PO 29778 DPW - DEPARTMENT SUPPLIES - BLANKET	223.88	
		PO 29786 BH: STONE	468.00	1,773.80
24663	1981 - SUBURBAN DISPOSAL, INC	PO 29083 SOLID WASTE / RECYCLING COLLECTION - MAY	70,116.66	70,116.66
24664	4578 - T-MOBILE	PO 29777 WATER: T-MOBILE ACCT - 999393642 - MONTH	30.80	30.80
24665	3956 - TEAM LIFE, INC.	PO 29694 POLICE: CPR EQUIPMENT	777.00	777.00
24666	4475 - THE HON COMPANY, LLC	PO 29239 POLICE: FURNITURE - STATE CONTRACT #19FO	336.83	336.83
24667	4676 - THE NATIONAL ASSOC OF BUNCO INVESTIGATOR	PO 29689 POLICE: TRAINING/CONFERENCE - SEAN TORRE	150.00	150.00
24668	2555 - THE STATION AT MTN. LAKES, LLC	PO 29746 ADMIN: 2024 EMPLOYEE APPRECIATION LUNCHE	1,100.00	1,100.00
24669	4591 - TIGRIS	PO 28790 LAKES MANAGEMENT: 2024 MARCH-DECEMBER SE	6,400.00	6,400.00
24670	881 - TMS, INC	PO 28179 ADMIN: 2024 DNS HOSTING / ACCT# GTI - BL	25.24	25.24
24671	603 - TOWNSHIP OF DENVILLE	PO 28808 2021 SHARED MUNICIPAL COURT SERVICES - B	31,682.50	31,682.50
24672	4646 - TOWNSHIP OF MT. OLIVE	PO 29715 2024 HEALTH SERVICES AS PER INTER-LOCAL	17,500.00	17,500.00
24673	4191 - TRANSUNION RISK & ALTERNATIVE DATA SOLUT	PO 29766 POLICE: SEPTEMBER/ AUGUST DATA SEARCH	150.00	150.00
24674	2884 - TREASURER, STATE OF NJ	PO 29756 2024 - MUNICIPAL BLDG- REG. #1425-00123-	76.00	76.00
24675	2801 - TREE KING, INC	PO 29515 S & R - TREE REMOVAL - MCCPC CONTRACT #1	6,600.00	6,600.00
24676	4069 - UNITED BUSINESS SYSTEMS	PO 29803 CANON COPIERS - 3rdQTR 2024 - PRINTING C	919.81	919.81
24677	2102 - UNIVAR SOLUTIONS, USA	PO 29414 WATER OPERATING - TREATMENT OF WELLS - C	1,840.01	1,840.01
24678	2115 - USDA APHIS, GENERAL	PO 29802 APHIS - GOOSE MANAGEMENT - CUST# 6001777	396.45	396.45
24679	4683 - VALVETEK UTILITY SERVICES, INC	PO 29699 WATER DEPARTEMENT - WATER SYSTEMS MANAGE	4,858.50	4,858.50
24680	4587 - VERIZON	PO 29078 ADMIN: ACCT# 357-361-129-0001-26 - INTER	247.03	247.03
24681	4489 - WALLINGTON PLUMBING & HEATING SUPPLY CO.	PO 29708 FIREHOUSE SUPPLIES	479.42	479.42
24682	2161 - WELDON ASPHALT, INC.	PO 29102 WATER OPERATING - DEPARTMENTAL SUPPLIES	315.60	315.60
24683	152 - WHITE CAP, LP	PO 29770 FIREHOUSE RENOVATIONS - SUPPLIES	153.07	153.07
TOTAL				2,463,212.81

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	5,056.04			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	33.85			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	949.86			
01-201-20-140-020	COMPUTER SERVICES	2,310.40			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	4,526.66			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	24.57			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	431.00			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	4,256.74			
01-201-25-251-020	INTERLOCAL SERVICES: DENVILLE COURT - OE	31,682.50			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	1,602.50			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	11,070.69			
01-201-26-300-020	SHADE TREE COMMISSION - O/E	1,350.00			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	81,216.70			
01-201-26-306-020	Recycling Tax	287.01			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	963.86			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	396.09			
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	17,500.00			
01-201-27-335-020	ENVIRONMENTAL COMM - OTHER EXP	125.00			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	280.34			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	7,946.45			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	1,756.10			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	4,726.73			
01-201-31-440-020	TELECOMMUNICATIONS	1,160.43			
01-201-31-447-020	PETROLEUM PRODUCTS	5,424.20			
01-203-20-100-020	(2023) GENERAL ADMIN - OTHER EXPENSE		235.96		
01-203-25-240-020	(2023) POLICE DEPT - OTHER EXPENSES		583.56		
01-203-25-241-020	(2023) TRAFFIC & SAFETY COMM. - OTHER EXPENSES		511.44		
01-203-26-305-020	(2023) SOLID WASTE - OTHER EXPENSES		1,120.00		
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			2,153,145.66	
01-260-05-100	DUE TO CLEARING			0.00	2,342,520.34
01-290-55-000-001	DUE TO NJ - DCA TRAINING FEES			1,846.00	
TOTALS FOR	Current Fund	185,077.72	2,450.96	2,154,991.66	2,342,520.34
02-200-40-700-490	AMERICAN RESCUE PLAN			4,858.50	
02-260-05-100	DUE TO CLEARING			0.00	4,858.50
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	4,858.50	4,858.50
04-215-55-983-000	2017 CAPITAL ORDINANCE 05-17			4,900.00	
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			1,752.06	
04-215-55-991-000	2021 CAPITAL ORDINANCE 10-21			1,170.82	
04-215-55-992-000	2022 CAPITAL ORDINANCE 2-22			10,128.00	
04-215-55-998-000	2023 CAPITAL ORD. 13-23 BORO HALL RENOV.			54,718.50	
04-215-55-999-000	2024 CAPITAL ORDINANCE 3-24			38,383.54	
04-260-05-100	DUE TO CLEARING			0.00	111,052.92
TOTALS FOR	General Capital	0.00	0.00	111,052.92	111,052.92
05-201-55-520-520	Water Operating - Other Expenses	4,011.37			
05-260-05-100	DUE TO CLEARING			0.00	4,011.37
TOTALS FOR	Water Operating	4,011.37	0.00	0.00	4,011.37
07-201-55-520-520	Sewer Operating - Other Expenses	729.68			
07-260-05-100	DUE TO CLEARING			0.00	729.68
TOTALS FOR	Sewer Operating	729.68	0.00	0.00	729.68
20-260-05-100	Due to Clearing			0.00	40.00
20-300-60-000-000	RESERVE FOR AFFORDABLE HOUSING			40.00	
TOTALS FOR	AFFORDABLE HOUSING	0.00	0.00	40.00	40.00

Total to be paid from Fund 01 Current Fund 2,342,520.34
 Total to be paid from Fund 02 FEDERAL AND STATE GRANTS 4,858.50
 Total to be paid from Fund 04 General Capital 111,052.92
 Total to be paid from Fund 05 Water Operating 4,011.37
 Total to be paid from Fund 07 Sewer Operating 729.68
 Total to be paid from Fund 20 AFFORDABLE HOUSING 40.00
 2,463,212.81

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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Checks Previously Disbursed

24583	NJ DEPT OF LABOR -WORKFORCE DEVELOPMENT	PO# 29732	2023 CATASTROPHIC ILLNESS FUND ASS	345.00	9/27/2024
24584	NJ MOTOR VEHICLE COMMISSION	PO# 29806	DPW - VEHICLE REGISTRATION	85.00	10/11/2024
24585	NJ MOTOR VEHICLE COMMISSION	PO# 29807	DPW - VEHICLE REGISTRATION	85.00	10/11/2024
24586	NJ MOTOR VEHICLE COMMISSION	PO# 29808	DPW - VEHICLE REGISTRATION	60.00	10/11/2024
				575.00	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund	230.00	2,342,520.34	2,342,750.34
Fund 02 FEDERAL AND STATE GRANTS		4,858.50	4,858.50
Fund 04 General Capital		111,052.92	111,052.92
Fund 05 Water Operating		4,011.37	4,011.37
Fund 07 Sewer Operating		729.68	729.68
Fund 14 Unemployment Trust	345.00		345.00
Fund 20 AFFORDABLE HOUSING		40.00	40.00
BILLS LIST TOTALS	575.00	2,463,212.81	2,463,787.81

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

Payroll Agency Account

Meeting Date: 10/14/2024 For bills from 09/20/2024 to 10/11/2024

Check#	Vendor	Description	Payment	Check Total
5076	4521 - INTERNATIONAL BROTHERHOOD OF TEAMSTERS L	PO 29717 DPW UNION DUES - SEPT 2024	330.00	330.00
5077	1392 - MTN. LAKES POLICE ASSOCIATION	PO 29726 POLICE UNION DUES - OCT 2024	325.00	325.00
TOTAL				655.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
12-101-01-001-001	PAYROLL AGENCY-CASH-PROVIDENT BANK			0.00	655.00
12-200-00-000-800	POLICE UNION DUES			325.00	
12-200-00-000-801	DPW UNION DUES			330.00	
TOTALS FOR	Payroll Agency Account	0.00	0.00	655.00	655.00

Total to be paid from Fund 12 Payroll Agency Account

655.00

655.00

List of Bills - (3310101001001) CASH - RECREATION

Recreation Trust

Meeting Date: 10/14/2024 For bills from 09/20/2024 to 10/11/2024

Check#	Vendor	Description	Payment	Check Total
5687	3417 - PRO IMAGE PROMOTIONS, INC.	PO 29661 JR TRACK AND CROSS COUNTRY SHIRTS	780.00	780.00
TOTAL				780.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	780.00
33-600-00-090-000	Recreation Trust Reserves			780.00	
TOTALS FOR	Recreation Trust	0.00	0.00	780.00	780.00

Total to be paid from Fund 33 Recreation Trust

780.00

780.00

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

RESOLUTION 150-24

**RESOLUTION AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY NO LONGER
NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

WHEREAS, the Borough Manager in conjunction with the various department managers has determined that the property described on Schedule A attached hereto and incorporated herein is no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

WHEREAS, the Borough of Mountain Lakes intends to utilize the online auction services of "GovDeals – online government auctions" ("GovDeals") located at "www.govdeals.com"; and

WHEREAS, the sales are being conducted pursuant to the Division of Local Government Services' Local Finance Notice 2008-9 & 2008-21R; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Mountain Lakes, that the Borough is hereby authorized to sell the surplus personal property as indicated on Schedule A on an online auction website located at "www.municibid.com"; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded by the Borough Clerk to the Director, Division of Local Government Services; and

BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Mountain Lakes that pursuant to N.J.S.A. 40A:11-36, the Borough Clerk shall cause to be placed in the official newspaper of the Borough a notice of public auction of the above mentioned tangible personal property to be held within 30 days of the date of approval of this resolution.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on October 14, 2024.

Cara Fox, Borough Clerk

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

SCHEDULE "A"

<u>ITEM</u>	<u>SERIAL #/VIN/other Identification</u>
2010 Chevy Tahoe LS	1GNUKAE00AR249140
2010 Chevy Tahoe LS	1GNUKAE06AR276827
2010 Chevy Tahoe LS	1GNUKAE00AR278539
2021 Ford Explorer Police Interceptor	1FM5K8AB5MGB05334
2008 Ford F-350	1FTWF31578EC58678
- Western 8' Snowplow	
- Toolbox	
2008 Ford F-550	1FDAF57R98ED27771
- Western 8' Snowplow	
- Custom Utility Body	
2010 Ford F-450	1FDAF4HR4AEA14240
- Snowplow mount	
- Western snowplow 10'	
- Mason dump	
2014 Ford F-550	1FDUF5HY6EEA60684
- Snowplow mount – No Plow	
- Knapheide utility Body	
CASE – Backhoe	MODEL - 580 Super L/ Serial # JJG0197479
TORO – Ride On Snowblower	GROUNDMASTER-325-0/Serial 200000402
- Auger Attachment	Manufacturer - LOFTNESS
- Enclosure	Manufacturer - LAURIN

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

RESOLUTION 151-24

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR PAYROLL SERVICES TO PRIMEPOINT, LLC

WHEREAS, the Borough of Mountain Lakes has a need to acquire Payroll and Accounting Services as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

WHEREAS, the Purchasing Agent has determined and certified in writing that the value of the contract will exceed \$17,500; and

WHEREAS, the anticipated term of this contract is one year (11/1/2024 – 10/31/2025); and

WHEREAS, Primepoint, LLC, Westampton, NJ has submitted a proposal dated August 9, 2024 indicating they will provide Payroll and Accounting Services for the estimated cost of \$19,000.00 per annum; and

WHEREAS, Primepoint, LLC has completed C.271 Political Contribution Disclosure Form; and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that that the Borough Manager is hereby authorized to execute a contract with Primepoint, LLC in the form attached hereto.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to Primepoint, LLC and the Borough Chief Financial Officer.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on October 14, 2024.

Cara Fox, Borough Clerk

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



HRMS, Payroll & Time Solution Proposal for: Borough of Mountain Lakes

Prepared for: Mitchell Stern

Created by: Jerry Hampton

Date: 8/9/2024

Primepoint LLC
2 Springside Road
Westampton, NJ 08060
800-600-5257
<https://primepoint.com/>

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I. About Primepoint

A. Primepoint's Technology

PRIMEPOINT IS A HUMAN RESOURCE AND PAYROLL MANAGEMENT COMPANY OFFERING PROPRIETARY CLOUD-BASED TECHNOLOGY THAT INTERGRATES:

Human Resource Management System

Provides the capability to manage an employee's work life from recruitment to separation

Payroll Management/Processing

Advanced technology creates streamlined payroll processing and reporting, as well as improved management of payroll finances and G/L entries

Reporting and remitting to Federal, 50 states & local tax jurisdictions

Time and Labor Management Solutions

SAAS system to manage both employee time worked and time off

Employee Scheduling

EmployeeXperience® Self-service Web Portal

Accessible via computer and Smartphone apps, includes single sign-on to time collection and benefits administration systems, enables on-boarding, online benefits enrollment, employee communications, and much more

Provides an Employee Support Center. We believe that this employee call center is vital to the successful use of an employee portal. This and future generations of employees are technologically aware and expect more sophisticated mobile-friendly tools to easily and quickly access information. We support your employees with not only a great tool, but also great support in its use. Our Employee Support Center is a standard service at no additional charge

Human Resource Support Services

Includes employee handbooks, HR help desk, job descriptions, and much more.

Benefit Management Including ACA Compliance and Reporting

Primepoint offers tools to measure and manage benefit eligibility and online benefits enrollment via Primepoint's EmployeeXperience®, the outcome of which will enable reporting as required under the Affordable Care Act (ACA)

II. Transition to Primepoint's Services

A. Overview

This will be the start of when you experience and appreciate the **Primepoint Experience™**. Primepoint offers a unique transition process designed to ensure new customers experience a smooth conversion from processing payroll with iSolved systems & services to Primepoint's systems & services.

The Implementation Team will be by your side every step of the way.

- Made up of experienced professionals
- Has a wealth of experience transitioning customers
- Will be your direct contact during transition, when systems go live, and until all your expected services and solutions are completed and running smoothly

After the transition, Borough of Mountain Lakes will be assigned to one of Primepoint's amazing service teams.

- Trained and experienced to serve the most sophisticated and complex clients
- Able to implement process improvements when needed or uncovered
- Turnover is very low, so you get to know the team members and the team members get to know you

NEW CUSTOMER SURVEY RESULTS

PRIMEPOINT IS KNOWN FOR PAINLESS TRANSITIONS WITH 97% OF TRANSITIONED CUSTOMERS SAYING THEY WERE VERY SATISFIED OR SATISFIED WITH THEIR CHANGE TO PRIMEPOINT AND THE TRANSITION WAS AS EASY AS OR EVEN EASIER THAN THEY EXPECTED.

Very Satisfied: 78%

Satisfied: 19%

Somewhat Satisfied: 2.6%

Not Satisfied: 0%

B. Transitioning to Primepoint Payroll & HRMS

INITIAL PHASE

When: Typically 6-8 weeks prior to 1st payroll date

Duration: 1 hour

An Implementation Team Member will arrange a phone meeting to obtain the login credentials of your current system and to obtain additional information needed to establish your company up in our system. An HR Solutions team member will arrange a phone meeting to discuss the timing and priorities in rolling out the HR system functions you have selected.

DISCOVERY PHASE

When: Preliminary data analysis has been performed

Duration: Varies

Your assigned Implementation Team Member will communicate with you via emails/phone to discuss questions uncovered during data analysis and discuss custom configuration projects, i.e. custom reports, earning codes and pay rates, data integrations, etc.

SYSTEM INTRODUCTION PHASE

When: After last payroll is run with current provider

Duration: Estimated 1-2 hours

Your assigned Implementation Team Member will conduct a GoToMeeting introduction on general system navigation and employee maintenance. Business users will now be responsible to maintain all data in Primepoint's System.

PROCESS PHASE

When: Day of your 1st payroll processing

Duration: Estimated 1-2 hours

Your assigned Implementation Team Member will conduct a GoToMeeting session to assist in executing the first payroll process.

HRMS ROLL-OUT PHASE

When: Varies

Duration: Varies based on amount of technology purchased

Depending on the specific HRMS functions you purchased, a Systems Support and/or HR Support Team Member will conduct GoToMeeting Training with the appropriate HR contact(s).

HOW DID WE DO? PHASE

When: Approximately 1 month after 1st payroll processing

Your Relationship Manager will call or meet with you to review & evaluate the sales process and the implementation process of the payroll system and HRMS functions.

Specific Dates - To Be Determined

Payroll training dates will be coordinated by your assigned Implementation Team member

T&L training dates (if applicable) will be coordinated by your assigned T&L Team member

Technology training dates will be coordinated by an HR Support and/or Systems Support Team member.

C. Transitioning to Primepoint Time & Labor

INITIAL PHASE

When: Typically 6-8 weeks prior to 1st payroll date

You need to provide copies of Personnel manual, CBAs and any memorandums that alter them.

1ST TAB PHASE

When: Preliminary data analysis has been performed

You need to submit the first tab of an Excel Workbook (Census info and approval Workflow) that Primepoint will provide you.

INSTALLATION PHASE

When: Approximately 1 month before 1st Processing Date (if applicable)

A Primepoint T&L Specialist will assist IT remotely or personally install equipment.

SETUP REVIEW PHASE

When: Approximately 10 days before Time Collection begins

Duration: Estimated 1 - 1.5 hours

Your T&L Specialist will review the setup via a GoToMeeting.

MANAGER TRAINING PHASE

When: Approximately 3 weeks before Processing Date

Duration: Estimated 1 hour

A Primepoint T&L Specialist will provide onsite manager training via GoToMeeting (onsite if needed). Time collection begins soon after.

2ND TAB PHASE

When: Due 1 week after last processing with prior provider (sooner if possible)

You need to submit the second tab of an Excel Workbook (Remaining Accrual Balances) that Primepoint will provide you.

ADMINISTRATOR TRAINING PHASE

When: T1 week before 1st Processing Date

A Primepoint T&L Specialist will provide admin training via GoToMeeting.

PROCESS PHASE

When: 1 or 2 days before your 1st Processing Date

Duration: Estimated 1 hour

Your Primepoint T&L Specialist will assist with the transfer of file to payroll worksheet for first payroll.

Specific Dates - To Be Determined

III. Services & Pricing

A. HRMS Functions

See "HRMS Function Descriptions" section for product details.

HRMS FUNCTIONS

Document Management

Employee Events Management

Employee HR Profile

Labor Law Poster Replacement Plan

HRMS FEES FOR FUNCTIONS LISTED ABOVE	RATE	QTY	MONTHLY SUBTOTAL
HRMS Functions Base Fee	\$200.00	1	\$200.00
Per Employee Per Month Fee	\$2.00	85	\$170.00

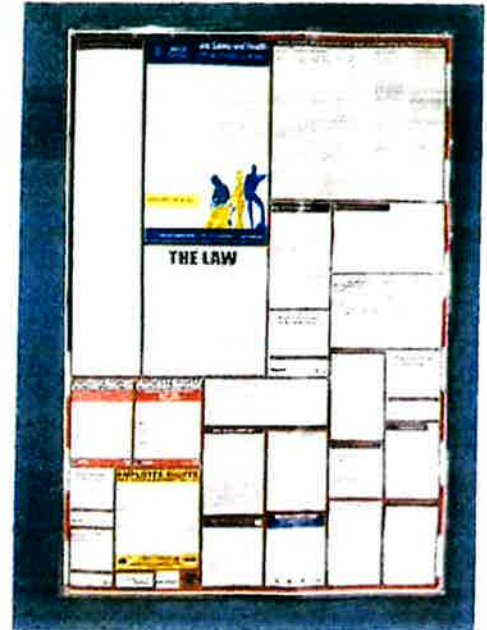
Total Monthly HRMS Fee \$370.00

Go to our [Website](#) to learn more about Primepoint's HR Solutions.

B. Labor Law Poster

You must check the type/s of posters and indicate the number of posters you wish to put on the replacement plan.

TYPE OF POSTER	PRICE PER POSTER	# OF POSTERS	TOTAL
27"W x 39"H English Laminated Poster			
27"W x 39" H Spanish Laminated Poster			
English Digital Poster (PDF version)			
Spanish Digital Poster (PDF version)			
Total Monthly Fee			\$0.00



BY SIGNING THIS PROPOSAL, BOROUGH OF MOUNTAIN LAKES:

- authorizes Primepoint to enroll your company in the poster replacement plan
- understands the monthly poster fee will be added to your invoice
- understands that the fees will be paid at a net 30 days from invoice date,
- agrees to stay on the plan for a minimum of 12 months or pay the balance due
- understands your company will receive its first poster/s within 5-10 business days and will automatically receive one whenever there is a Federal or State update.

C. Payroll Processing

PAYROLL SERVICES INCLUDED

Business Access Payroll System
EmployeeXperience® an Employee Self-service Portal
Payroll Tax Service to Federal, State and additional Tax Jurisdictions as Needed During Contract Period
Supply of Checks for Manual Check Processing
Direct Deposit Service
Pressure Sealed Check/Stub Service
New Hire Reporting
50+ Standard & Interactive Reports including PERS/PFRS IROC Reports
Group Term Life
Role Based Security
Report Builder
Garnishment Remittance Service
W-2 Processing

Totals below are estimates based on quantities provided to Primepoint in the discovery process.
Billing will be based on the number of unique employees paid each month.

PAYROLL PROCESSING	RATE	QTY	SUBTOTAL
Payroll Technology Base Fee	\$200.00	1	\$200.00
Per Employee Per Month Fee	\$4.50	85	\$382.50
Average monthly employees is 85 for 12 months & 160 total months			

Total Monthly Processing Fee \$582.50

D. Time & Labor Management

Total below is based upon employee quantities provided to Primepoint during the discovery process. Billing will be based on the number of individual employees with a time profile in the system each month.

TIME MANAGEMENT FEATURES INCLUDED

- Accurate and Efficient Cloud-based, Time and Labor Management Solution
- Institution-wide time & attendance system
- Employee time-worked tracking via web-enabled computer or smart phone application
- Managers can conveniently view and and approve time sheets
- Apply benefit-time/PTO policies to produce accurate time-off calculations for all employee groups
- Load specific rules unique to both union and non-union employees
- Employees can view their benefit-time/PTO activity & balances computer or smart phone application
- Employees can request time-off via web-enabled computer or smart phone
- Easy-to-use dashboard view configured for employees, managers and administrators
- Worked-time information is automatically pushed into the payroll system
(a variety of time clock hardware options are available upon request)

TIME & LABOR MANAGEMENT	RATE	QTY	SUBTOTAL
Mid-Market Edition Base Fee <i>Includes the features listed above</i>	\$50.00	1	\$50.00
Per Employee Per Month Fee <i>Average for 114 employees is 60 * 7 months & 100 * 3 months. Police will not use the time system</i>	\$4.50	75	\$337.50
ZK Ultima 5 - Technology Fee <i>Required per clock with Ultima 5 Timeclock Purchase includes monthly backup data management</i>	\$12.00	1	\$12.00

Total Monthly T&L Fee \$399.50

E. ACA Annual Reporting

NAME	RATE	QTY	SUBTOTAL
ACA Reporting Base Fee	\$2,000.00	1	\$2,000.00
Per 1095C	\$10.00	60	\$600.00

Total ACA Reporting Fee \$2,600.00

F. Summary of Annualized Fees

NAME	RATE	QTY	SUBTOTAL
Estimated HRMS Fee	\$370.00	12	\$4,440.00
Estimated Payroll Processing Fee	\$582.50	12	\$6,990.00
Estimated T&L Management Fee	\$399.50	12	\$4,794.00
Estimated ACA Reporting Fee	\$2,600.00	1	\$2,600.00

Total Annualized Fee \$18,824.00

G. Service Implementation Fee

IMPLEMENTATION	FEE
Customized Service and System Configuration including Standard Training Standard Training is defined as "training to competency" with a maximum of 4 hours of web-based training. Additional web-based training is available upon request at \$150.00/hour. <i>One Time Fee includes historic payroll data import from the current calendar year in which service begins (unless Benefits Management is purchased, then the previous year's history will also be imported). See Miscellaneous Services Section for fee to import additional historic payroll data.</i>	\$1,500.00
Time & Labor Management System Configuration including Standard Training Standard Training is defined as "training to competency" with a maximum of 3 hours of web-based training. Additional web-based training available upon request at \$150.00/hour.	\$650.00

Total One Time Implementation Fee \$2,150.00

H. Time and Labor Hardware Purchase

PRODUCT	PRICE	QTY	SUBTOTAL
ZK Ultima 5 Timeclock - Fingerprint / RFID Reader	\$1,195.00	1	\$1,195.00
ZK RFID Cards	\$2.25	100	\$225.00
Total			\$1,420.00

Clock & Warranty Information

- Time clock polling system requirements - Windows OS and Internet Connection.
- Customer is responsible for clock installation and for maintaining data and power connectivity (Ethernet and standard power outlet needed).
- Manufacturer's Warranty and Hardware Maintenance Program Information:
 - Timeclocks come with a 1 year manufacturer's warranty. Primepoint will arrange for repair and provide a loaner clock if needed by the next business day for any defective issue during the 1st year (excludes physical damage).
 - You can opt in to Primepoint's hardware maintenance program which will be billed annually beginning a year after clocks are installed to continue this coverage.
 - You can opt out of Primepoint's hardware maintenance program. Should you opt out and have an issue with the clock/s you assume responsibility for any service needed. The typical clock manufacturer charges \$175 for diagnosis + repair parts + labor + shipping. Typical repairs require 3-6 weeks during which time you will either be without your clock/s or you can rent a short term clock from Primepoint.
 - Annual Hardware Maintenance Program Price Per Clock
 - All Other ZK Models - \$90.00
 - ZK F 305 - \$125.00
 - Synel - \$325.00
 - In Touch - \$350.00
 - ZK Ultima - \$350.00

Do you want to Opt in or Opt out of the extended warranty? Opt In

Delivery & Installation Information

Due to the rise in Covid-19 cases, the client will mount the hardware on the wall. Clock hardware requires power and ethernet run for each terminal.

Who should the hardware be sent to? Mitchell Stern

Email Address: mstern@mtnlakes.org

Phone Number: 973-334-3131

Address: 400 Boulevard Mountain Lakes, NJ 07021

I. Miscellaneous Services (billed as needed)

SERVICE	FEE
Delivery Service - Local Service	No Charge
Premium Delivery - National Courier	Market Rates
Payroll Check Credited via Wire Transfer	\$30.00/wire transfer
Amended Tax Returns (1st-3rd Quarters)	\$100.00 + \$50.00/agency
Amended Tax Returns (4th Quarter including W-2C and W-3C)	\$300.00 + \$50.00/agency
Additional Remote Training	\$150.00/hour
Blank Check Stock (for manual check production)	\$0.25/checks
Box of Envelopes for Manual Checks (500 envelopes)	\$30.00/box
Importing of Historical Payroll Data	\$300.00/year + \$0.15/check

IV. HRMS Function Descriptions

Document Management

This module gives you the ability to upload company documents and forms for convenient administrative access and for employees to view in the self-service portal, EmployeeXperience. You can also upload a document that, upon logging into the EmployeeXperience, requires employee(s) to download and acknowledge reading. A record is kept of all acknowledgements.

Report Builder

This module gives you the ability to create customizable queries that open in MS Excel.

Recruitment Management & Applicant Tracking

This module gives you the ability to create and accept online employment applications so you can streamline the hiring process. Document Management is required.

OSHA Reporting

This module gives you the ability to record OSHA & Workers Comp accidents/injuries and generate the required 300 and 301 reports.

Workflow

This module gives you the ability to create electronic processes that can allow for approvals, capture of electronic signatures, completion of digital forms and communication. For example, when you have a new hire you can use a workflow to notify department heads or executives of the changes and then communicate to tell IT to set up the email address or computer of the employee. Changing employee salaries or pay rates may need approval from one or more staff members. A workflow can be triggered to request electronic signatures from approvers. This function will enhance efficiency for the payroll/HR administrators, converting paper-driven processes to electronic processes, and centralizing the storage of important transactions with the HRMS system. Additionally, this module gives you the ability to electronically on-board new employees. New hires will receive an email from our system with a link to enroll into the EmployeeXperience, Primepoint's self-service portal. Once enrolled, new hires are asked to complete their system profile and important employment documents (i.e. W-4, I-9 and other documents you require). Document Management is required.

Employee Events Management

This module will automatically track all system field changes, including the user who made the change, value of the field prior to the change, and date & time of the change. Users can log employee events in real-time, i.e. accidents, disciplinary actions, meeting notes, etc. Users can also schedule future events and be prompted when scheduled.

Employee HR Profile

This module gives you the ability to organize and maintain important information about each employee. (Performance Reviews, Education & Training Tracking, Compliance, Emergency Contacts, Dependents, Company Property, Education, Positions, etc.)

HRMS Function Descriptions continued on the next page

HRMS Function Descriptions continued

Role Based Security

This module gives you the ability to create user roles within the system. Roles can limit system access and/or edit rights. System users will then be assigned to the role appropriate for their position.

Employee HR Profile

This module gives you the ability to organize and maintain important information about each employee. (Performance Reviews, Education & Training Tracking, Compliance, Emergency Contacts, Dependents, Company Property, Education, Positions, etc.)

Benefits Management

***ACA Reporting and Compliance**

This module gives you the ability to manage all forms of employee benefits. The system will help you monitor benefit eligibility for variable-hour employees, keeping you in compliance with ACA. The system will also produce the required year-end ACA reporting.

***Employee Online Benefits Election**

This function gives your employees the ability to elect benefits via the employee self-service portal. Benefits Management and Document Management are required.

Position Management

This very powerful function will help you to view your business's staff in a new and much more efficient manner. It will assist with budget analysis, information reporting, help identify open positions, clarify the organizational structure, and much more including things unique to your business. You'll move from an employee-centric to a position-centric view of your staff, which will provide you with new insights into your business. Our HR team will help you create organizational positions, and apply to those positions all the important attributes, such as pay ranges (min - max), wage allocations, training, education, certifications, licenses, or whatever applies to your business. Additionally, this function streamlines your HR functions by making maintenance of employees more efficient and comprehensive as they may move from one position to another.

Employee Navigator Integration

The Primepoint / Employee Navigator integration will simplify your process of managing employee benefits. Increase efficiency and improve accuracy by syncing demographic and deduction data for real-time updates in both systems.

Basic Onboarding

This module gives you the ability to electronically on-board new employees. New hires will receive an email with a link to enroll into the EmployeeXperience, Primepoint's self-service portal. Once enrolled, new hires are asked to complete their system profile and the following important employment documents: Federal & State W-4 and I-9.

Total Compensation and Benefit Statements

Looking at a paycheck gives employees a sense of their value, but that isn't the whole picture. In fact, many don't realize that their compensation and benefits are actually much higher than what their paycheck shows. With Primepoint's personalized Total Compensation and Benefits Statements, you can show them what they're really worth. With this flexible function, you can choose which earnings, benefits and perks to include on your statements. You can also choose from several attractive templates. Simple pie charts illustrate the distribution of the various benefits. Statements are developed to be produced on an as-needed basis. This greatly enhances your employees' overall satisfaction.

V. References

Burlington Township

Jodi Botlinger - HR, QPA
609-239-5832
192 employees
Started 7/2/10
Previously used ADP

City of Asbury Park

Mary Kay Callahan - Payroll Clerk
732-502-5715
726 employees
Started 1/1/04
Previously used ADP

County of Union

Lily Duran
908-527-4088
2800 employees
Started 4/10/2014
Previously used a local service

Princeton, A Municipal Corporation

Jacqueline Nagin – CFO
609-497-7621
228 employees
Started 1/9/09
Previously used ADP

Hillsborough Township

Nancy Costa – CFO
908-369-4313 x110
183 employees
Started 1/1/04
Previously used ADP

City of New Brunswick

Rich Mulrine - CFO
732-745-5045
680 employees
Started 1/4/14
Previously used ADP

City of Hoboken

Maria Pepe - Assistant Comptroller
(201) 420-2022
650 employees
Started 10/23/14
Previously used ADP

Ewing Township

Joanna Mustafa – CFO
609-883-2900x7601
423 employees
Started 1/13/12
Previously used ADP

Montgomery Township

Darleen Hamilton
908-359-8211 x224
334 employees
Started 1/1/09
Previously used ADP

South Brunswick Township

John Bolcato – CFO
732-329-4000 x7307
420 Employees
Started 12/7/12
Previously used ADP

VI. Acceptance

BY SIGNING THIS PROPOSAL, BOROUGH OF MOUNTAIN LAKES:

- understands that pricing totals are estimates and based upon employee quantities provided to Primepoint and services requested during the discovery process. Primepoint will invoice based upon the actual number of unique employees paid each month.
- agrees to pay Primepoint the fees described above in accordance with the New Jersey Prompt Payment Act,
- understands that you are solely responsible for ensuring its pay rules are in full compliance with all Federal and State labor laws,
- authorizes Primepoint to move forward with the set-up of the above services.

☒ By checking this box, I accept the terms of this proposal and agree to the terms of the Primepoint Service Agreement below.

Primepoint:



8/9/2024

Jerry Hampton

Borough of Mountain Lakes:



08 / 13 / 2024

Mitchell Stern

Proposal is valid for 90 days.



Service Agreement

This Service Agreement ("Agreement") is between you ("Client") and Primepoint LLC, a New Jersey limited liability company (the "Company," "we," "us," or "our"). This Agreement contains the terms and conditions that govern your use of our payroll and HR platform (the "Platform"), our websites (www.primepoint.com) and all related sub domains (the "Website"), and the products and services we provide to you (the "Services" and collectively with the Platform and the Website, our "Suite of Services").

Please read these Terms of Service carefully before you start using any of our Suite of Services. By accepting electronically (clicking "I Accept"), installing, accessing or using Services, you agree to these terms. If you do not agree to this Agreement, then you may not use the Service. This Agreement contains the terms and conditions that govern the use of, and the terms and conditions upon which Primepoint, LLC ("Primepoint"), will provide to you, certain payroll processing, payroll tax service and other related payroll and HR services (collectively referred to as "Service"). The Service may be accessed through Primepoint's websites ("Service Sites").





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13. GENERAL TERMS AND CONDITIONS	11





1. AGREEMENT TERM

- a. Subject to your compliance with these Terms of Service, this Agreement shall continue in full force and effect for one (1) year from the date of the first payroll processed. Thereafter, this Agreement will automatically renew each subsequent year unless one of us gives written notice to the other, at least thirty (30) days prior to the end of the current term, of election not to renew (the initial term plus any renewal term(s) are referred to as the "Term").

2. DATA PROVISION & VERIFICATION

- a. Primepoint will notify Client via electronic communication or by other means when all data necessary to begin the Service has been received and the enrollment process has been completed. Client shall then, prior to submitting its first payroll, review for completeness and accuracy the Payroll Information (as hereinafter defined). For purposes of this Agreement, "Payroll Information" shall mean all information posted for Client's review on the specified portion of the Service Site including, but not limited to, that which is used to calculate and pay employee payroll, track Client defined employee benefits, pay payroll taxes to applicable taxing agencies in compliance with the laws and regulations of such taxing agencies, produce payroll tax returns and W-2 statements and print checks on Client's account (if applicable). Client must correct incorrect or missing Payroll Information, either by itself or by notifying Primepoint in the manner specified in the electronic communication and within the time period specified therein. Client shall be fully responsible for the accuracy of all information supplied by it and/or approved by it, including, without limitation any IRS or other penalties and/or interest arising there from.
- b. Client agrees that by submitting each payroll (including the first payroll): (i) Client has approved all Payroll Information, (ii) Client has waived and released any claim against Primepoint arising out of any errors in the Payroll Information which Client has not itself corrected or has not requested Primepoint to correct, and (iii) any subsequent request for corrections will be considered special handling for which additional fees may be charged. Final audit responsibility rests with Client. Primepoint will not have any responsibility for verifying the accuracy of any data Client provides or directly inputs via the Service Site or any other method.
- c. Primepoint may permit, but shall not be obligated to permit Client's Payroll Approver, a designated Client representative and/or designated Client Administrator to communicate with Primepoint by telephone, electronic mail or other means about the Service. Primepoint has implemented security procedures for the purpose of verifying the identity of Client's Payroll Approver, Client





representative and/or designated Client Administrator (as applicable), and other security protocols. Client acknowledges that the security procedures instituted by Primepoint are commercially reasonable methods of providing security that any Payroll Information, Entries or other instructions communicated to Primepoint will be deemed to have been fully authorized by Client and Client shall be fully responsible for the accuracy of such information including, without limitation, any IRS or other penalties and/or interest arising therefrom; and that, notwithstanding such deemed authorization, Primepoint may in its sole discretion refuse to accept or act upon any such instructions

3. TAX SERVICES

- a. In order for the Service to be instituted, Client must submit accurate wage and payroll information to Primepoint during the enrollment process. The wage and payroll information must be reconciled with Client's payroll tax returns for the current calendar year and Client's wage and payroll tax information for the current quarter. Thereafter, Client shall timely and accurately (a) update all wage and payroll information as necessary to reflect changes and (b) respond with additional information requested from time to time by Primepoint. It is Client's responsibility to submit complete and accurate information to Primepoint in connection with the Service. Any penalty or interest incurred due to inaccurate information provided by Client will be the sole responsibility of Client. Client further agrees to not hold Primepoint accountable for such liability. Primepoint, at its option, may decide not to file Client's payroll tax returns, pay Client's payroll taxes or otherwise process Client's payroll if there are any unresolved problems with any information requested by Primepoint or submitted by Client. Primepoint's sole liability and Client's sole remedy for Primepoint's negligent failure to perform the payroll tax portion of the Service shall be (i) Primepoint will remit the payroll taxes received from Client to the appropriate taxing authority and (ii) Primepoint will reimburse Client or pay directly to the appropriate taxing authority any penalties resulting from such negligent error or omission by Primepoint.

4. ACCOUNT DEBITING

- a. On or prior to Client's payroll direct deposit and/or payroll tax deposit date or other applicable settlement or due date, Client authorizes Primepoint to initiate debit entries to Client's account ("Client's Account") at the depository financial institution ("Depository"), and to debit Client's Account in such amounts as are necessary to (i) fund Client's direct deposits, (ii) pay any fees or charges associated with the Service, including, without limitation, finance charges, (iii) pay Client's payroll





taxes, (iv) pay any debit, correcting or reversing entry initiated pursuant to this Agreement which is later returned to Primepoint, and (v) pay any other amount that is owing under this Agreement or in connection with the Service. This authorization is to remain in full force and effect until Primepoint has received written notice from Client of its termination in such time and such manner as to afford Primepoint and Depository a reasonable opportunity to act upon it. Client will maintain in Client's Account as of the applicable settlement date and time immediately available funds sufficient to cover all credit entries Client originates through Primepoint. Client's obligation to pay Primepoint for each credit entry matures at the time Primepoint transmits or otherwise delivers the credit entry to the Automated Clearing House ("ACH") or gateway operator and is unaffected by termination of the Service. Primepoint may set off against any amount it or an Affiliate owes to Client in order to obtain payment of Client's obligation as set forth in this Agreement. Client acknowledges that the origination of ACH transactions to its account must comply with the provisions of U.S. law. Amounts withdrawn for payroll taxes will be held by Primepoint at Primepoint's financial institution (the "Payroll Tax Account") until such time as those payments are due to the appropriate taxing agencies, and no interest will be paid to the Client on these amounts.

- b. If Client does not have sufficient funds in Client's Account to pay disbursements, fees, payroll taxes or any other amounts due under this Agreement at the time required, or if Client refuses to pay, Primepoint may (i) debit the Payroll Tax Account or any account at Primepoint's financial institution or any Affiliate owned in whole or in part by Client to pay disbursements, fees or charges, payroll taxes, or other amounts due, (ii) refuse to pay any unremitted payroll taxes, in which case the payroll tax liability will become the sole responsibility of Client, (iii) refuse to perform further services, and/or (iv) immediately terminate this Agreement. Primepoint may recover from Client any costs including, without limitation, reasonable attorneys' fees and expert witnesses' fees Primepoint may incur in connection with any termination of this Agreement or collection of amounts due hereunder.

5. ACH ORIGATION

- a. The Service will enable Client, by using the Service Site, to enter the Payroll Information and to approve and submit it to Primepoint for creation, formatting and transmission of Entries in accordance with the Rules. Primepoint may reject any Payroll Information or Entry which does not comply with the requirements in this Agreement or the Rules or with respect to which Client's Account does not





contain sufficient available funds to cover the payroll. If any Payroll Information or Entry is rejected, Primepoint will make a reasonable effort to notify Client promptly so that Client may correct such Payroll Information or request that the Primepoint correct the Entry and resubmit it. A notice of rejection will be effective when given. Primepoint will have no liability to Client by reason of the rejection of any Payroll Information or Entry, the fact that notice is not given at an earlier time than that provided for in this Agreement or for any loss resulting from Primepoint's failure to provide notice.

- b. Client will have no right to cancel or amend any Payroll Information received by Primepoint after it has been approved by Client's Payroll Approver and submitted to Primepoint. However, if Client's request complies with the security procedure, Primepoint may use reasonable efforts to act on it prior to transmitting the Entries to the ACH provider, but will have no liability if the cancellation or amendment is not affected. Client will reimburse Primepoint for any expenses, losses or damages Primepoint may incur in effecting or attempting to effect Client's request.
- c. Except for Entries created from Payroll Information that have been reapproved and resubmitted by Client in accordance with the requirements of this Agreement, Primepoint will have no obligation to retransmit a returned Entry to the ACH or gateway operator if Primepoint complied with the terms of this Agreement with respect to the original Entry.
- d. Primepoint will process the Payroll Information and Entries in accordance with its processing schedule, provided (i) the Payroll Information is approved by Client and received by Primepoint no later than Client's applicable cut-off time on a business day and (ii) the ACH is open for business on that business day. If Primepoint receives approved Payroll Information after Client's cut-off time, Primepoint will not be responsible for failure to process the Payroll Information on that day. If any of the requirements of clause (i) or (ii) of this Subsection are not met, Primepoint will use reasonable efforts to process the Payroll Information and transmit the Entries to the ACH with the next regularly scheduled file created by Primepoint which is on a business day on which the ACH is open for business.
- e. At Client's request, Primepoint will make a reasonable effort to reverse an Entry, but will have no responsibility for the failure of any other person or entity to honor Client's request. Client agrees to reimburse Primepoint for any expenses incurred in attempting to honor such request.
- f. Client acknowledges that it is the originator of each Entry and that under the Rules, Primepoint makes to Client's Depository bank certain warranties with respect to each Entry. Client agrees to reimburse Primepoint for any loss Primepoint incurs, including its reasonable attorneys' fees and legal expenses,





as the result of a breach of a warranty made by Primepoint unless the breach resulted solely from Primepoint's own gross negligence or intentional misconduct.

- g. Client acknowledges that under the Rules, Primepoint indemnifies certain persons. Client agrees to reimburse Primepoint any loss Primepoint incurs, including its reasonable attorneys' fees and legal expenses, as the result of the enforcement of an indemnity, unless enforcement resulted solely from Primepoint's own gross negligence or intentional misconduct.

6. ACH / NACHA COMPLIANCE

- a. Client expressly authorizes Primepoint to originate ACH entries on Client's behalf to the Receiver's (government agencies, service provider, employees, etc.) account.
- b. Origination, receipt, return, adjustment, correction, cancellation, amendment and transmission of Entries must be in accordance with the NACHA Operating Rules & Guidelines in which Primepoint is a participant and, with respect to credit entries which constitute Payment Orders, Article 4A of the Uniform Commercial Code as adopted in the state whose law governs this Agreement, as both are varied by this Agreement, and as both are amended from time to time. Client agrees that it will not submit Payroll Information that will result in Entries that would violate the laws of the United States or any other applicable laws or regulations. Client acknowledges that it has had an opportunity to review and agrees to comply with and be bound by the Rules. Client will be responsible for promptly obtaining all future rule amendments.
- c. Client expressly acknowledges that Primepoint does not intentionally or knowingly engage in or support International ACH Transactions ("IATs"), as defined in the NACHA Operating Rules & Guidelines. Client represents and warrants that (i) the direct funding for the Entries originated by Primepoint on behalf of Client does not come from or involve a financial agency office that is located outside the territorial jurisdiction of the United States; (ii) Client will not instruct Primepoint to create, originate or transmit Entries that are IATs or Entries using a Standard Entry Class Code (as defined in the NACHA Rules) other than IAT if such Entries are required to be IATs under the NACHA Rules; and (iii) Client will not engage in any act or omission that causes or results in Primepoint creating, originating or transmitting an IAT or a payment that should have been categorized as an IAT pursuant to the NACHA Rules.
- d. Client expressly acknowledges that Primepoint retains the right to audit Client's compliance with the NACHA Rules & Guidelines. Primepoint may, in its sole discretion, temporarily or permanently suspend providing the Service to Client,





without liability, if Primepoint has reason to believe that Client has breached any of foregoing representations and warranties in this agreement. Client shall indemnify Primepoint against and hold Primepoint harmless from any losses incurred by Primepoint in connection with Client's breach of the foregoing representations and warranties in this paragraph.

7. SERVICE FEES & PAYMENT TERMS

- a. The fee structure for all Services offered by Primepoint to Client are detailed in the Service Proposal provided to Client. Payment terms are net 30 days if not specified in the proposal.

8. SERVICE CHANGES

- a. Primepoint reserves the right to change the terms, conditions, and fees for the Service at any time. Primepoint will endeavor to, but shall not be obligated to, provide thirty (30) days prior notice of any material change, including fees. Notice may be provided in writing, electronically or via the Website. If Client does not wish to be bound by such change, it may discontinue using and terminate the Service before the change becomes effective. If Client continues to use the Service after the change becomes effective, it will be bound by the change. Client has the responsibility to assure that Client's address, including any electronic address(es), and account information in Primepoint's records, is accurate. The timing of an advance notice of change may be shortened when permitted or required by law.

9. SECURITY

- a. Client will designate and authorize one or more individual users of the Service with authority to act on behalf of and to bind the Client (designated as "Master Administrator"), which authorized individuals will access the Service by entering a confidential user ID and password created by following the instructions provided on the a specified portion of the Service Site and which will entitle them, depending on their designation (whether as Client's Payroll Approver, Principal or Administrator), to have authority to review, modify and/or approve on behalf of Client. Client's Payroll Approver will approve and submit the Payroll Information thereby authorizing Primepoint to create and transmit ACH credit or debit entries ("Entries"; each, an "Entry") necessary to process Client's payroll and payroll tax transactions, by entering his or her confidential user ID and password which he or





she has created by following the instructions provided on the specified portion of the Service Site.

- b. Client acknowledges that Primepoint has implemented security procedures for the purpose of verifying the authenticity of an instruction approving, releasing, cancelling or amending the Payroll Information used to create Entries to be originated by Primepoint for the benefit of Client, and not for the purpose of detecting errors in Payment Orders. Client has reviewed various security procedures and has determined that the security procedures designated above constitute a commercially reasonable method of providing security against unauthorized Payment Orders and best meets Client's requirements, given the size, type and frequency of the Payment Orders it will issue to Primepoint.
- c. Client will, and will cause its employees to, take reasonable steps to maintain the confidentiality of the security procedure and the user IDs and passwords and related instructions provided by Primepoint. If Client believes or suspects that any such user IDs and passwords or related instructions have been known or accessed by unauthorized persons, Client will immediately notify Primepoint in a manner affording Primepoint a reasonable opportunity to act on the information, and Client acknowledges that failure to immediately notify Primepoint could result in loss of funds and unauthorized access to confidential information concerning Client and its employees. Primepoint reserves the right to prevent access to the Service should Primepoint have reason to believe the confidentiality of the security procedure or the confidentiality of the user IDs and passwords have been compromised.
- d. Client will be bound by any Payment Order received and verified by Primepoint in compliance with the designated security procedure, and Client shall indemnify Primepoint against and hold Primepoint harmless from any loss suffered or liability incurred by, or arising from, the execution of a Payment Order in good faith and in compliance with such security procedures.
- e. If a Payment Order describes the receiver inconsistently by name and account number (i) payment may be made on the basis of the account number even if it identifies a person different from the named receiver or (ii) Primepoint may in its sole discretion refuse to accept or may return the Payment Order. If a Payment Order describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution. If a Payment Order identifies a non-existent or unidentifiable person or account as the receiver or the receiver's account, Primepoint may in its sole discretion refuse to accept or may return the Payment Order.





- f. Client will promptly notify Primepoint of the identity of each person authorized to receive information regarding the security procedure (each singly or in the aggregate, an "Authorized Person"), including but not limited to Client's Payroll Approver, and of any change in any other Authorized Person (Principal or Administrator). Primepoint will have a reasonable time after receipt of a notice to act on it.

10. LIMITED SOFTWARE LICENSE

- a. Primepoint hereby grants Client a limited, nonexclusive, royalty free license to access and utilize Primepoint's software (the "Software") solely for the purpose of facilitating Primepoint's collection of the wage and payroll information and other information Primepoint needs to furnish Services to Client. Client shall access the Software solely through Primepoint's Websites. Primepoint will not transfer legal title or physical possession of any Software to Client. Client shall not be entitled to download any Software onto Client's servers, to duplicate or make copies of any Software, or to use the Software for any purpose other than as described in this paragraph. Client also may not license, sublicense, or otherwise transfer any rights in the Software to another person or entity without the prior written permission and continued control of Primepoint. The parties acknowledge that the Software is of no intrinsic value to Client, and no portion of any of the fees related to the Service or charges paid by Client to Primepoint hereunder shall be treated as a royalty for the limited license that Primepoint is granting to Client hereunder.

11. DISPUTE RESOLUTION

- a. Client and Primepoint hereby knowingly, voluntarily, intentionally and irrevocably waive the right to a trial by jury in respect to any litigation based hereon or relating to the service or any other unresolvable dispute or controversy between the parties. Further, client and Primepoint hereby agree that any litigation will proceed on an individual basis and will not be part of any class action.
- b. Consent to Jurisdiction - Client and Primepoint each irrevocably submits (for itself and in respect of its property) to the exclusive jurisdiction of any state or federal court sitting in Burlington County, New Jersey, in any action or proceeding arising out of, or relating to, this Agreement and acknowledges and agrees that all claims in respect of the action or proceeding may be heard and determined in any such court. Client also agrees not to bring any action or proceeding arising out of, or





relating to, this Agreement in any other court. Client waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought.

12. SERVICE TERMINATION

- a. Subject to Client's compliance with the terms of this Agreement and satisfactory completion of the enrollment process, Primepoint will commence provision of the Service to the Client. Primepoint may, at its discretion, decline to offer the Service to Client in the event that the enrollment process is not satisfactorily completed, Primepoint is unable to verify satisfactory credit of the Client and/or its principals and/or for any other reason in the sole discretion of Primepoint. The Service will continue until such time as Client or Primepoint gives thirty (30) days' prior written notice, unless termination is for cause. Primepoint may immediately terminate this Agreement upon notice to Client if Client is in violation of a material provision of the Contract Documents, including but not limited to, the payment when due of any fees, charges, or payroll taxes, or if Client chooses not to accept a change in any term or condition of this Agreement or Client misrepresents any data or information required by Primepoint in connection with the Service or at any other time. Primepoint may immediately terminate this Agreement without notice to Client if Client files, or has filed against it, a petition under the U.S. Bankruptcy Code or a similar state or federal law. The termination of the Service or this Agreement will not affect Client's or Primepoint's rights with respect to transactions which occurred before termination. Upon termination, any outstanding funds that have been previously collected, and will not be paid by Primepoint, LLC, will be returned to Client less any outstanding fees.

13. GENERAL TERMS AND CONDITIONS

- a. Primepoint, its employees and agents will hold in strict confidence all data furnished by Client or produced by Primepoint under this Agreement; provided, however, that such parties will not be held liable if such data is released through other sources, or if Primepoint, its employees and agents release the data because of a reasonable belief that Client has consented to such disclosure.
- b. To assure that Client's inquiries are handled promptly, courteously and accurately, Primepoint may monitor and/or record telephone conversations and electronic communications between Client and Primepoint without additional prior notification to Client or Client's employees, and Client hereby consents to such monitoring and recording on behalf of itself and its employees, and will so advise Client's employees who communicate with Primepoint by telephone or electronic means.





- c. Client consents to and authorizes Primepoint at any time to obtain background and/or credit reports on Client for purposes of verifying identity and/or evaluating the creditworthiness of Client in connection with the Service and this Agreement.
- d. In performing the Service, Client agrees that Primepoint is not acting in a fiduciary capacity for Client or its benefit. In addition, neither use of the Service nor anything contained in this Agreement relieves Client of Client's obligations under federal or state laws or regulations to retain records relating to the data contained in Primepoint's tape or disk files.
- e. Client agrees to indemnify, defend and hold Primepoint and its agents, contractors, services and affiliates, including its and their respective directors, officers, employees, agents and contractors (each, an "Indemnified Party"), harmless against all liabilities, claims, demands, damages, losses, fines, judgments, disputes, costs, charges and expenses made by Client or others resulting from, arising out of or related to (i) Primepoint's or any other Indemnified Party's provision of the Service, (ii) reliance on information and data furnished by Client or (iii) activities that Primepoint or any other Indemnified Party undertakes at Client's request, or at the request of anyone Primepoint or any other Indemnified Party believes in good faith to be an authorized agent of Client including, without limitation, costs, reasonable attorneys' fees and expert witnesses' fees incurred in connection with such claims. Primepoint will have the right to disburse or withhold any sum which Primepoint is authorized to disburse or withhold. Client agrees that neither Primepoint nor any other Indemnified Party will be liable for any loss or damage caused by Primepoint's or any other Indemnified Party's delay in furnishing services, products and/or equipment. Client acknowledges that neither Primepoint nor any other indemnified party makes any warranties, express or implied, with respect to the Service, the software materials, the online services, and any equipment or software used in connection with the service, including without limitation the warranties of merchantability and of fitness for a particular purpose, title and non-infringement.
- f. **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to the conflicts of laws principles thereof.
- g. **Assignment.** Client shall not assign this Agreement without the prior written consent of Primepoint. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns. Primepoint may assign this Agreement at any time in its sole discretion.
- h. **Electronic Transmission.** The Agreement and any amendments hereto, by whatever means accepted, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effect as





if it were an original signed version thereof delivered in person. At the request of Primepoint, Client shall execute or re-execute original forms of this Agreement and shall deliver them to Primepoint. Neither party hereto shall argue that a contract was not formed hereunder based on either (i) the use of electronic means to deliver a signature or to indicate acceptance of this Agreement or (ii) the fact that any signature or acceptance of this Agreement was transmitted or communicated through electronic means; and each party forever waives any related defense.



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

RESOLUTION 152-24

**RESOLUTION REQUESTING APPROVAL OF ITEM OF REVENUE AND APPROPRIATION UNDER N.J.S.A. 40A: 4-87
FOR THE BULLET PROOF VEST GRANT**

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Mountain Lakes hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2024 in the sum of \$3,534.93 which item is now available as a revenue from:

Miscellaneous Revenues

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

Bulletproof Vest Grant

BE IT FURTHER RESOLVED, that the like sum of \$3,534.93 be and the same is hereby appropriated under the caption of:

- (A) Operations – Excluded from “CAPS” Public and Private Programs Offset By Revenues –Bulletproof Vest Grant

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on October 14, 2024.

Cara Fox, Borough Clerk

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



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
SEPTEMBER 23, 2024
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting has been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 4, 2024 and posted in the municipal building.

Mayor Sheikh called the meeting to order at 7p.m.

ROLL CALL ATTENDANCE

Roll Call

Cannon
Korman
Menard
Muilenburg

Present

☒
☒
☒
☒

Absent

☐
☐
☐
☐

Richter
Barnett
Sheikh

Present

☒
☒
☒

Absent

☐
☐
☐

FLAG SALUTE

Mayor Sheikh led the salute to the flag.

EXECUTIVE SESS

There was no executive session.

COMMUNITY ANNOUNCEMENTS

Councilmember Korman reported that the Town Club's new members event will be held on September 28th.

SPECIAL PRESENTATIONS

There were no presentations.

REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

Recreation Commission Update

Recreation Director Laurie Stepper provided an update on the Recreation Commission and advised that the commission is recommending the following: creating a Borough financial assistance program to help residents in need pay for recreation programs; amending the fee schedule ordinance to consolidate fees to a fee range; creating a sponsorship program to offer local businesses an opportunity to support community programs and offset costs; holding Independence Day fireworks on July 4th which will increase the estimated cost 20-25%; suggest holding the family boat and swim races on a Tuesday (rain date on Wednesday) to increase participation; extending the rack and ring program until January 30th at Island Beach; implementing a rack and ring occupy policy which would require residents to put their watercraft on their rack / ring by Memorial Day and if they don't the rack / ring will be made available to residents on the waitlist; creating a commemorative bench program. The Council discussed each of the recommendations with Recreation Director Stepper.

The Council agreed to the following:

Financial Assistance Program - The Council agreed to the financial assistance program with the understanding that the Federal Income Eligibility Guidelines will be used to determine financial need, and that the Borough will not retain any confidential, financial documentation.

Sponsorship Program – The Council is in favor of implementing the sponsorship program in the Borough.

Amending Fee Schedule: The Council agreed to amend the fee schedule to consolidate recreation fees into a fee range.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
SEPTEMBER 23, 2024
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

Independence Day Fireworks – the Council is in favor of having the fireworks on July 4th (rain date July 5th) for 2025 and 2026. In 2027, July 4th falls on a weeknight and the Council agreed that they will discuss at a later date whether to have the fireworks on a weekend instead.

Family Boat and Swim Races – the Council is in favor of the recommendation of having the races on a Tuesday (rain date Wednesday) in July.

Rack & Ring Extended Use – the Council is in favor of extending the rack and ring program at all locations until December 31st, at which time all watercraft must be removed.

Rack & Ring Occupy Policy – the Council is in favor of using a soft approach in 2025 by reaching out to residents after July 1st whose rack or ring is unoccupied to ask if they are willing to release their spot to another resident for a partial refund. The new owner would be charged a prorated amount for the rack or ring. Borough Manager Stern agreed to have the DPW Committee further review the rack / ring occupy policy.

Public Works Subcommittee – Commemorative Bench Program Recommendations

Deputy Mayor Barnett, liaison to the DPW subcommittee, advised that the subcommittee is recommending that a commemorative bench program be created to provide residents an opportunity to remember a loved one, honor someone, or recognize a special achievement. The cost of the bench would be \$1250 for 15 years with an option to renew the bench after 15 years for the cost of a new bench. The Recreation Director would oversee the program with the support of the Borough Manager. The Council discussed the program and was in favor of the program with the addition of an option for residents to pre-renew the bench for however many 15-year terms they wish.

BOROUGH COUNCIL DISCUSSION ITEMS

Planning & Zoning Department – Lots with Split Zones

Planning and Zoning Administrator Cindy Shaw advised that one recommendation of the Borough's Master Plan is to eliminate property lots that fall within two zones because it is an ineffective use of zoning. Mrs. Shaw, in consultation with the Borough Engineer, is recommending introducing an ordinance to assign one zone to keep the parcels within their current neighborhood and is proposing the changes in the chart below.

The Council discussed the issue and asked questions of Mrs. Shaw, and she answered them. The Council had concerns about how the ordinance would affect the property owners and the neighboring properties. The Council requested Mrs. Shaw perform an in-depth analysis of each split zone property and include the following: an enlarged map showing the proposed zoning change; provide previous planning / zoning board applications; provide current and proposed change of Floor Area Ratio (FAR) & improved lot coverage; provide purpose and rationale for each proposed change.

Block	Lot	Address	Current Zones	Proposed Zone
58	10	129 Boulevard	R-A & R-AA	R-AA
58	21	78 Cobb Road	R-A & R-AA	R-AA
57	12	77 Cobb Road	R-A & R-AA	R-AA
57	19	48 Laurel Hill Road	R-A & R-AA	R-AA
48	13	44 Lookout Road	R-A & R-AA	R-AA
44	19	41 Lookout Road	R-A & R-AA	R-AA
44	30	34 Crestview Road	R-A & R-AA	R-AA
44	26	26 Crestview Road	R-A & R-AA	R-AA
105	6	264 Morris Avenue	R-A & A	A



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
SEPTEMBER 23, 2024
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

108	10	20 Romaine Rd, LLC	R-A & A	R-A
116	7	10 Bloomfield Ave	OL-2 & R-1	OL-2
20	6	55 Laurelwood Drive	R-A & R-1	R-1
18	19	20 Rainbow Trail	R-1 & R-A	R-A
16	11	8 Pinewood Lane	R-1 & R-A	R-1
16	9	9 Pinewood Lane	R-1 & R-A	R-1
135	1	Sunset Lake	R-AA & R-A	R-AA

PUBLIC COMMENT

Mayor Sheikh opened the meeting to the public.

Steve Castellucci thanked the Council for their due diligence when discussing various proposals and for considering all sides. Mr. Castellucci advised the Council that he didn't put his boat on his rack until after the Independence Day fireworks.

ATTORNEY'S REPORT

Mr. Oostdyk reported that the next step in the Borough's pending petition to the Highlands Council for plan conformance is for the Borough to review the Highlands Council Determination Consistency Report for inaccuracies. Mr. Oostdyk advised that the Borough Planner is presently reviewing the report. Mr. Oostdyk requested that the Council review the Determination Consistency Report and contact Borough Manager Stern with any questions or concerns by September 29th.

Mr. Oostdyk advised that the Council is not being asked at this time to adopt any ordinance changes which may be needed to conform to the Highlands Master Plan. That will occur after the Consistency Review and Recommendations Report is formally approved by the Highlands Council. The Borough Council will then have to formally make a decision regarding conforming to the Highlands Master Plan. The Borough Planner will assist at that stage by preparing a red lined version of the Borough's Land Use Ordinances showing precisely what changes will be needed to conform to the Highlands. There are also certain tasks that must be completed to conform to the Highlands. The Borough Council will then have to decide whether the Borough wishes to conform (opt-in) to the Highlands Plan or advise the Highlands Council that conformance will not work for the Borough. There are Highland Council grant funds available to help make that decision and also assist with the Borough's affordable housing planning which may impact that decision.

The Council asked questions of Mr. Oostdyk, and he answered them. The Council requested that Mr. Oostdyk review the first property listed in the Highlands Consistency Determination Report (the former Speedway property).

The Council requested that Borough Manager Stern review the reference to preserved farmland in the Consistency Determination Report.

MANAGER'S REPORT

Borough Manager Stern provided his report (attached). The Council asked questions of Mr. Stern, and he answered them.

The Council requested that Mr. Stern and Borough Attorney Oostdyk review the Borough's tree ordinance and property maintenance ordinance to determine property owners' responsibility to remedy diseased or dangerous trees.

RESOLUTIONS

There were no resolutions.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
SEPTEMBER 23, 2024
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

ORDINANCES TO INTRODUCE

12-24, Amending Chapter 111 of the Revised General Ordinances of the Borough of Mountain Lakes and Revising the Fee Schedule

Borough Manager Stern advised that after three years of no increases, the Finance Advisory Committee is recommending a 5% increase to the water rates due to increased infrastructure costs.

Introduced: 9/23/24

Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	☐	☒	☒	☐	☐	☐
Korman	☐	☐	☒	☐	☐	☐
Menard	☐	☐	☒	☐	☐	☐
Muilenburg	☐	☐	☒	☐	☐	☐
Richter	☐	☐	☒	☐	☐	☐
Barnett	☒	☐	☒	☐	☐	☐
Sheikh	☐	☐	☒	☐	☐	☐

13-24, Amending the Borough Code to Include New Chapter 119, "Filming"

Prior to introduction, Section 119-4 B was amended to increase the written notification of filming from three days to five days.

Introduced: 9/23/24

Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	☐	☐	☒	☐	☐	☐
Korman	☐	☐	☒	☐	☐	☐
Menard	☐	☐	☒	☐	☐	☐
Muilenburg	☐	☒	☒	☐	☐	☐
Richter	☐	☐	☒	☐	☐	☐
Barnett	☒	☐	☒	☐	☐	☐
Sheikh	☐	☐	☒	☐	☐	☐

ORDINANCES TO ADOPT

11-24, Authorizing the Salary and/or Wages of the Officers and Employees of the Borough of Mountain Lakes, County of Morris, New Jersey

Introduced: 9/9/24

Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	☐	☐	☒	☐	☐	☐
Korman	☐	☐	☒	☐	☐	☐
Menard	☐	☒	☒	☐	☐	☐
Muilenburg	☒	☐	☒	☐	☐	☐
Richter	☐	☐	☒	☐	☐	☐
Barnett	☐	☐	☐	☐	☐	☒
Sheikh	☐	☐	☒	☐	☐	☐

PUBLIC COMMENT/HEARING

Mayor Sheikh opened the meeting to the public.

There was no one from the public wishing to speak.

Adopted: 9/23/24



MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
SEPTEMBER 23, 2024
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Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	☐	☒	☒	☐	☐	☐
Korman	☐	☐	☒	☐	☐	☐
Menard	☐	☐	☒	☐	☐	☐
Muilenburg	☐	☐	☒	☐	☐	☐
Richter	☒	☐	☒	☐	☐	☐
Barnett	☐	☐	☒	☐	☐	☐
Sheikh	☐	☐	☒	☐	☐	☐

***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. R148-24, Authorizing the Payment of Bills

***APPROVAL OF MINUTES**

7/22/24 (Regular)

9/9/24 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

***Approval of the Consent Agenda**

Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	☐	☒	☒	☐	☐	☐
Korman	☐	☐	☒	☐	☐	☐
Menard	☐	☐	☒	☐	☐	☐
Muilenburg	☒	☐	☒	☐	☐	☐
Richter	☐	☐	☒	☐	☐	☐
Barnett	☐	☐	☒	☐	☐	☐
Sheikh	☐	☐	☒	☐	☐	☐

Councilmember Menard was absent at the 7/22/24 Council meeting and Deputy Mayor Barnett was absent at the 9/9/24 Council meeting and they abstained from voting on those minutes.

DEPARTMENT REPORTS SUBMITTED FOR FILING (reports are included only if checked)

- ☒ Construction Department
- ☒ Department of Public Works
- ☒ Fire Department
- ☒ Health Department
- ☒ Police Department
- ☒ Recreation Department
- ☒ Code Enforcement/Property maintenance report
- ☒ Tax Collector

COUNCIL REPORTS

The Council tabled the reports until the next meeting.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
SEPTEMBER 23, 2024
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PUBLIC COMMENT

Mayor Sheikh opened the meeting to the public.

There was no one from the public wishing to speak.

NEXT STEPS AND PRIORITIES

Mayor Sheikh reviewed the following next steps and priorities:

Next Step	Completed by	Completion date
Perform Analysis of Split Zone Properties to Include Enlarged Map Showing Proposed Zoning Change; Previous Planning / Zoning Board Applications; Current & Proposed Change of FAR & Improved Lot Coverage; Purpose & Rationale of Each Proposed Change	Planning / Zoning Administrator Cindy Shaw	
Review & Discuss Rack & Ring Occupy Policy to Determine Recommendation	DPW Subcommittee	
Review Tree Ordinance & Property Maintenance Ordinance to Determine Property Owners Responsibility to Remedy Diseased or Dangerous Trees	Borough Manager & Borough Attorney	
Review Consistency Determination Report for Accuracy & Send Comments to Borough Manager	Borough Council	9/29/24
Review Consistency Determination Report Regarding Preserved Farmland Assessment	Borough Manager	

ADJOURNMENT at 9:51P.M.

Motion made by Councilmember Menard, second by Councilmember Korman to adjourn the meeting at 9:51p.m., with all members in favor signifying by "Aye".

Respectfully Submitted,

Cara Fox, Borough Clerk