



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT THE BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046
JANUARY 13, 2025
EXECUTIVE SESSION – BEGINS AT 6PM
PUBLIC SESSION – BEGINS AT 7PM**

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

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting has been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 9, 2025 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE SESSION

- a. R70-25, Resolution to Enter an Executive Session – Potential Litigation & Attorney - Client Privilege (Approval of Executive Minutes)

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

- a. Ceremonial Swearing In of New Councilmember

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

12) RESOLUTIONS

13) ORDINANCES TO INTRODUCE

14) ORDINANCES TO ADOPT

15) *CONSENT AGENDA ITEMS

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

***RESOLUTIONS**

- a. R66-25, Authorizing the Payment of Bills
- b. R67-25, Authorizing a Professional Services Agreement for Engineering Services in Connection with the Management of Borough Owned Dams between the Borough of Mountain Lakes and Boswell Inc.

- c. R68-25, Authorizing Shared Service Agreement for Styrofoam Recycling*
- d. R69-25, Authorizing the Execution of a Shared Services Agreement between the Borough of Mountain Lakes and the Township of Denville for the Provision of Animal Control Services and Use of the Animal Shelter Facility*

***APPROVAL OF MINUTES**

11/25/24 (Executive)

1/6/25 (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
COUNTY OF MORRIS, NJ**

RESOLUTION 70-25

RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION

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

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

WHEREAS, the Governing Body wishes to discuss:

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

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

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

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 13, 2025.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Cannon						
Howley						
Menard						
Sheikh						
Tsai						
Muilenburg						
Barnett						

RESOLUTION AND ORDINANCE REVIEW FOR THE JANUARY 13, 2025 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R67-25, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES IN CONNECTION WITH THE MANAGEMENT OF BOROUGH OWNED DAMS BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND BOSWELL INC. - An annual resolution appointing the Borough's Engineer for Dam and Lake related matters. The financial impact of this appointment is an increase of 2.5% over the previous year's agreement. A copy of the agreement is included in the packet.

R68-25, AUTHORIZING SHARED SERVICE AGREEMENT FOR STYROFOAM RECYCLING - this resolution authorizes the Borough Manager to continue the Borough's shared services agreement with Long Hill Township for Styrofoam recycling at a cost of \$3000 per year.

R69-25, AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND THE TOWNSHIP OF DENVILLE FOR THE PROVISION OF ANIMAL CONTROL SERVICES AND USE OF THE ANIMAL SHELTER FACILITY - this resolution authorizes the Borough Manager to enter into a shared services agreement with Denville Township for animal control services. The financial impact of this agreement is anticipated to be an increase of 2% over the previous year's agreement with Montville Township. A copy of the agreement is included in the packet.

ORDINANCES TO INTRODUCE

NONE.

ORDINANCES TO ADOPT

NONE.

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

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

RESOLUTION 66-25

RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the current bills, dated January 13, 2025 and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 13, 2025.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Cannon						
Howley						
Menard						
Sheikh						
Tsai						
Muilenburg						
Barnett						

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 01/13/2025 For bills from 12/31/2024 to 01/09/2025

Check#	Vendor	Description	Payment	Check Total
25048	219 - ACCESS	PO 30228 ADMIN: CUST# 156NFY04790 - JAN 2025	1,549.48	1,549.48
25049	4343 - ALARMAX DISTRIBUTORS, INC	PO 30200 ADMIN: USER LICENSES	132.00	132.00
25050	102 - ANDERSON & DENZLER ASSOC., INC	PO 30222 DECEMBER 2024 PROFESSIONAL SERVICES	184.60	
		PO 30222 DECEMBER 2024 PROFESSIONAL SERVICES	1,214.30	
		PO 30222 DECEMBER 2024 PROFESSIONAL SERVICES	1,384.50	
		PO 30222 DECEMBER 2024 PROFESSIONAL SERVICES	1,947.32	4,730.72
25051	4163 - APPRAISAL SYSTEMS, INC.	PO 28939 2024 PROFESSIONAL SERVICE FOR REASSESSME	2,000.00	2,000.00
25052	2636 - ATLANTIC COMMUNICATIONS ELECTRONICS	PO 29829 DPW/WATER DEPARTMENT - TRUCK RADIOS - MC	3,087.00	3,087.00
25053	2686 - ATLANTIC TACTICAL OF NJ, INC.	PO 29868 POLICE: DEFENSE TECH NJ STATE CONTRACT	243.00	243.00
25054	4704 - CARMELLO IMBRUGLIA	PO 30210 POLICE: UNIFORM REIMBURSEMENT	120.90	120.90
25055	545 - CERTIFIED SPEEDOMETER SVC., INC	PO 30206 POLICE: VEHICLE CALIBRATION	176.00	176.00
25056	4090 - CLEAN MAT SERVICES, LLC	PO 30203 2025 FLOOR MAT SERVICE / DPW JAN - MAR -	183.36	183.36
25057	1481 - CORE & MAIN, LP	PO 30049 WATER OPERATING - METER REPLACEMENT PROJ	9,600.00	
		PO 30066 WATER METER REPLACEMENT PROGRAM - MCCPC	3,190.00	
		PO 30230 WATER OPERATING - METER REPLACEMENT PROJ	3,700.00	16,490.00
25058	2971 - DIRECT ENERGY BUSINESS	PO 30223 PARKS & BEACHES: ELECTRIC SERVICE: NOV -	46.46	
		PO 30224 WATER: ELECTRIC SERVICE - NOV to DEC 2	3,207.97	
		PO 30226 BORO GARAGE: ELECTRIC SERVICE: NOV - DEC	515.79	
		PO 30227 SEWER: ELECTRIC SERVICE: NOV to DEC 2024	31.50	3,801.72
25059	4377 - EDMUNDS GOVTECH, INC.	PO 30211 2025 DEPARTMENT SUPPORT FEES	474.08	
		PO 30211 2025 DEPARTMENT SUPPORT FEES	5,788.13	
		PO 30211 2025 DEPARTMENT SUPPORT FEES	981.23	
		PO 30211 2025 DEPARTMENT SUPPORT FEES	981.23	
		PO 30212 2025 SOFTWARE MAINTENANCE & CLOUD HOSTIN	1,155.00	
		PO 30212 2025 SOFTWARE MAINTENANCE & CLOUD HOSTIN	1,155.00	
		PO 30212 2025 SOFTWARE MAINTENANCE & CLOUD HOSTIN	6,168.75	16,703.42
25060	653 - GANNET NEW YORK/NEW JERSEY LOCALIQ	PO 28433 PLANNING/ZONING - 2024 ADVERTISING - BLA	41.73	
		PO 30232 CLERK: ADVERTISING DECEMBER	90.28	132.01
25061	4605 - GEESE CHASERS NORTH JERSEY, LLC	PO 28849 PARKS: GOOSE MANAGEMENT ANNUAL MAINTENAN	1,150.00	1,150.00
25062	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 28967 2024 ARCHIVE STORAGE 2-4 QTR - ACCT 01Q	162.20	162.20
25063	911 - HOME DEPOT CREDIT SERVICES	PO 30132 TREE LIGHTING SUPPLIES	109.81	
		PO 30146 DPW - BUILDING MAINTENANCE - NJ STATE CO	121.63	
		PO 30193 BORO HALL RENO: FIREHOUSE	329.00	560.44
25064	1338 - MGL PRINTING SOLUTIONS, LLC	PO 29396 ADMIN: WINDOW ENVELOPES	284.00	284.00
25065	3926 - MITCHELL STERN	PO 30237 ADMIN: REIMBURSEMENT	43.53	
		PO 30237 ADMIN: REIMBURSEMENT	683.58	727.11
25066	1371 - MTN. LAKES BOARD OF EDUCATION	PO 30183 JANUARY 2024 MTN LAKES SCHOOL DISTRICT G	2,153,145.34	2,153,145.34
25067	1559 - NJ STATE ASSOC. OF CHIEFS OF POLICE	PO 29630 POLICE: TRAINING CLASS FOR JASON DIMICK	250.00	250.00
25068	2727 - ONE CALL CONCEPTS, INC.	PO 30202 ACCT# 12-BML / DEC 2025	105.46	105.46
25069	2968 - OPTIMUM	PO 30194 DPW: 2025 INTERNET SERVICES ACCT# 07876-	12.94	12.94
25070	2968 - OPTIMUM	PO 30195 DPW: 2025 INTERNET SERVICES ACCT# 07876-	161.21	161.21
25071	4632 - PERFORMANCE TROPHIES AND MEDALS, LLC	PO 30019 COUNCIL: GAVEL ORDER	51.00	
		PO 30098 COUNCIL: NAMPLATE	76.50	127.50
25072	3301 - PROPRINT GRAPHIX, LLC	PO 30205 POLICE: PT GEAR FOR NEW OFFICERS	542.00	542.00
25073	3500 - RUTGERS UNIVERSITY	PO 30213 TAX DEPARTMENT - TAX COLLECTION II COURS	1,129.00	1,129.00
25074	3716 - RYAN DUNN	PO 30231 REIMBURSEMENT FOR ANIMAL CONTROL SERVICE	1,000.00	
		PO 30231 REIMBURSEMENT FOR ANIMAL CONTROL SERVICE	408.44	1,408.44
25075	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 30168 OFFICE SUPPLIES: ORDER# 7648612976	342.36	342.36
25076	2048 - TOWNSHIP OF RANDOLPH	PO 30234 ADMIN: MCCPC 2025 MEMBERSHIP FEES	1,100.00	1,100.00
25077	4191 - TRANSUNION RISK & ALTERNATIVE DATA SOLUT	PO 30207 POLICE: RISK MANAGEMENT/SEARCHES	75.00	75.00
25078	1536 - TREAS, STATE OF NJ - D.O.H.	PO 30198 DECEMBER 2024 DOG LICENSE FEES	2.40	2.40
25079	2079 - TREASURER, STATE OF NEW JERSEY	PO 30196 OCTOBER - DECEMBER 2024 MARRIAGE LICENS	125.00	125.00
25080	1062 - UNITED SITE SERVICES	PO 30214 PORTA JOHNS: NOV- DEC2 024 - CUST ID# AC	863.38	863.38
25081	2135 - VERIZON WIRELESS	PO 30201 POLICE: WIRELESS SERVICE ACCT#882388054-	403.07	403.07
25082	4575 - VISUAL COMPUTER SOLUTIONS, INC	PO 30220 POLICE: SaaS Renewal Services	2,112.00	2,112.00
25083	4489 - WALLINGTON PLUMBING & HEATING SUPPLY CO.	PO 30197 BH RENOVATION: FIREHOUSE SUPPLIES	71.75	71.75
TOTAL				2,214,210.21

Summary By Account


ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	2,649.48			
01-201-20-130-020	FINANCE - OTHER EXPENSES	5,788.13			
01-201-20-140-020	COMPUTER SERVICES	3,858.75			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	3,439.00			
01-201-20-165-020	ENGINEERING SERVICES	1,214.30			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	542.00			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	174.15			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	183.36			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	0.27			
01-203-20-100-020	(2024) GENERAL ADMIN - OTHER EXPENSE		1,134.57		
01-203-20-110-020	(2024) MAYOR & COUNCIL - OTHER EXP'S		127.50		
01-203-20-120-020	(2024) MUNICIPAL CLERK - OTHER EXP'S		90.28		
01-203-20-140-020	(2024) COMPUTER SERVICES		132.00		
01-203-20-145-020	(2024) TAX COLLECTOR - OTHER EXPENSES		260.38		
01-203-20-150-020	(2024) TAX ASSESSOR - OTHER EXPENSES		2,000.00		
01-203-21-180-020	(2024) PLANNING BOARD - OTHER EXPENSE		19.50		
01-203-21-185-020	(2024) BD OF ADJUST - OTHER EXPENSES		22.23		
01-203-22-196-020	(2024) CODE ENFORCEMENT - OTHER EXPENSE		408.44		
01-203-25-240-020	(2024) POLICE DEPT - OTHER EXPENSES		2,976.90		
01-203-26-290-020	(2024) STREETS & ROADS - OTHER EXP.		121.63		
01-203-28-370-020	(2024) PARKS & PLAYGROUNDS OTHER EXP.		187.00		
01-203-28-375-020	(2024) MAINT OF PARKS (BEACHES/LAKES)		2,013.38		
01-203-31-435-020	(2024) ELECTRICITY - ALL DEPARTMENTS		561.98		
01-203-31-440-020	(2024) TELECOMMUNICATIONS		403.07		
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			2,153,145.34	
01-260-05-100	DUE TO CLEARING			0.00	2,181,578.64
01-290-55-000-002	DUE TO NJ - MARRIAGE LIC. FEES			125.00	
TOTALS FOR	Current Fund	17,849.44	10,458.86	2,153,270.34	2,181,578.64
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			444.28	
04-215-55-991-000	2021 CAPTIAL ORDINANCE 10-21			16,983.39	
04-215-55-992-000	2022 CAPITAL ORDINANCE 2-22			1,453.93	
04-215-55-999-000	2024 CAPITAL ORDINANCE 3-24			3,087.00	
04-260-05-100	DUE TO CLEARING			0.00	21,968.60
TOTALS FOR	General Capital	0.00	0.00	21,968.60	21,968.60
05-201-55-520-520	Water Operating - Other Expenses	3,520.73			
05-203-55-520-520	(2024) Water Operating - Other Expenses		3,313.43		
05-260-05-100	DUE TO CLEARING			0.00	6,834.16
TOTALS FOR	Water Operating	3,520.73	3,313.43	0.00	6,834.16
07-201-55-520-520	Sewer Operating - Other Expenses	2,320.83			
07-203-55-520-520	(2024) Sewer Operating - Other Expenses		31.50		
07-260-05-100	DUE TO CLEARING			0.00	2,352.33
TOTALS FOR	Sewer Operating	2,320.83	31.50	0.00	2,352.33
13-260-05-100	DUE TO CLEARING			0.00	476.48
13-286-56-000-000	RESERVE - ANIMAL LICENSE FUND			474.08	
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			2.40	
TOTALS FOR	Animal Trust	0.00	0.00	476.48	476.48
18-260-05-100	Due to Clearing			0.00	1,000.00
18-300-70-000-302	RES. FOR ABANDONED, VACANT, FORECLOSING PROPERTY			1,000.00	
TOTALS FOR	Other Trust	0.00	0.00	1,000.00	1,000.00

Total to be paid from Fund 01 Current Fund 2,181,578.64
 Total to be paid from Fund 04 General Capital 21,968.60
 Total to be paid from Fund 05 Water Operating 6,834.16
 Total to be paid from Fund 07 Sewer Operating 2,352.33
 Total to be paid from Fund 13 Animal Trust 476.48
 Total to be paid from Fund 18 Other Trust 1,000.00

2,214,210.21



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

25041	MONICA GOSCICKI - PETTY CASH	PO# 30185	TO ESTABLISH PETTY CASH FUND FOR 2	250.00	1/08/2025
25042	MORRIS COUNTY MUNICIPAL JOINT INSUR. FUND	Multiple:		68,863.00	1/08/2025
25043	MTN. LAKES PUBLIC LIBRARY	PO# 30184	JANUARY 2025 MTN LAKES PUBLIC LIBR	32,173.50	1/08/2025
25044	NJMVC	PO# 30190	2025 NJ CAIR PROGRAM - DRIVER HIST	150.00	1/08/2025
25045	NO JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND	PO# 30188	JANUARY 2025 DENTAL PREMIUMS - GRO	2,923.00	1/08/2025
25046	THE COMMUNITY CHURCH OF ML	PO# 30186	RENTAL SPACE FOR HPC - JAN 2025	500.00	1/08/2025

104,859.50

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund	94,342.55	2,181,578.64	2,275,921.19
Fund 04 General Capital		21,968.60	21,968.60
Fund 05 Water Operating	5,609.04	6,834.16	12,443.20
Fund 07 Sewer Operating	4,907.91	2,352.33	7,260.24
Fund 13 Animal Trust		476.48	476.48
Fund 18 Other Trust		1,000.00	1,000.00
BILLS LIST TOTALS	104,859.50	2,214,210.21	<u>2,319,069.71</u>

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

Meeting Date: 01/13/2025 For bills from 12/31/2024 to 01/09/2025

Check#	Vendor	Description	Payment	Check Total
5705	4602 - 4IMPRINT, INC	PO 30095 SKI CLUB 2025 HATS	494.35	494.35
5706	4702 - BRIAN LAWREY	PO 30209 REIMBURSEMENT FOR FINGERPRINTS	58.98	58.98
5707	4583 - DAVID SCHLETT	PO 30215 REIMBURSEMENT FOR WRESTLING REFEREE FEES	450.00	450.00
5708	4678 - GAME ONE	PO 30055 WRESTLING APPAREL	1,371.52	1,371.52
TOTAL				2,374.85

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	2,374.85
33-600-00-090-000	Recreation Trust Reserves			2,374.85	
TOTALS FOR	Recreation Trust	0.00	0.00	2,374.85	2,374.85

Total to be paid from Fund 33 Recreation Trust

2,374.85

2,374.85

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

Payroll Agency Account

Meeting Date: 12/31/2024 For bills from 12/31/2024 to 01/09/2025

Check#	Vendor	Description	Payment	Check Total
5083	4521 - INTERNATIONAL BROTHERHOOD OF TEAMSTERS L	PO 30199 DPW UNION DUES - DEC 2024	676.00	676.00
5084	1392 - MTN. LAKES POLICE ASSOCIATION	PO 30191 POLICE UNION DUES - JAN 2025	275.00	275.00
TOTAL				951.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
12-101-01-001-001	PAYROLL AGENCY-CASH-PROVIDENT BANK			0.00	951.00
12-200-00-000-800	POLICE UNION DUES	275.00			
12-200-00-000-801	DPW UNION DUES	676.00			
TOTALS FOR	Payroll Agency Account	951.00	0.00	0.00	951.00

Total to be paid from Fund 12 Payroll Agency Account

951.00

951.00

List of Bills - (1710101001002) Escrow - Developers - Checking

Developer's Escrow

Meeting Date: 01/13/2025 For bills from 12/31/2024 to 01/09/2025

Check#	Vendor	Description	Payment	Check Total
5443	4705 - TCS LOUISIANA PRODUCTIONS T, INC.	PO 30225 RETURN OF MAINTENANCE GUARANTEE	500.00	500.00
TOTAL				500.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	500.00
17-500-00-086-207	TCS LOUISIANNA PRODUCTIONS 5, INC.			500.00	
TOTALS FOR	Developer's Escrow	0.00	0.00	500.00	500.00

Total to be paid from Fund 17 Developer's Escrow

500.00

500.00

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

RESOLUTION 67-25

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES IN CONNECTION
WITH THE MANAGEMENT OF BOROUGH OWNED DAMS BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND
BOSWELL INC.**

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

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

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

- Section 1.** The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Boswell Inc. for professional engineering services (Dam Engineer) in an amount not to exceed \$50,000.
- Section 2.** This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 3.** The term of this agreement shall be for one year, from January 1, 2025 through December 31, 2025.
- Section 4.** A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 13, 2025.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Cannon						
Howley						
Menard						
Sheikh						
Tsai						
Muilenburg						
Barnett						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Boswell

Service Provided: Borough Dam Engineer

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

Reviewed by: Cara Fox **Date:** 12/23/24



Verified by: h **Date:** 12/31/24

+2.5!

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

THIS AGREEMENT, made this ____ day of _____, 20____ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Boswell, Inc., Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the ~~Proposal~~ 2005 Fee Schedule which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed TBD \$50,000
2.  The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to ~~defend~~, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from ~~performance of said work, or~~ through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4.  In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, ~~when fully completed~~ at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: B. J. Rypkema
Brian J. Rypkema, Esq., Secretary

By: Kevin J. Boswell
Kevin J. Boswell, P.E., President and CEO

(SEAL)

December 10, 2024
Date

Fee Schedule

Boswell's Calendar Year 2025 Fee Schedule for Engineering Services is listed below. These hourly rates are inclusive of administrative, secretarial and clerical assistance, routine telephone and e-mails, and general correspondence.

Boswell will provide the Borough of Mountain Lakes with a cost not-to-exceed or in the alternate a lump sum proposal for design and inspection services associated with capital projects and/or projects with a defined scope of work. These proposals on a project-by-project basis will also include certain studies and reports.

BOSWELL **2025 RATE SCHEDULE**

<u>Title</u>	<u>Hourly Rate</u>
Project Manager	\$204.00
Senior Project Engineer	\$200.00
Project Engineer	\$196.00
Senior Design Engineer	\$186.00
Design Engineer	\$173.00
Asst. Design Engineer	\$118.00
CADD Technician	\$151.00
Survey Field Crew (2 Person Team)	\$268.00
Robotic Survey Crew	\$170.00
Survey Analyst	\$196.00
Field Technician	\$72.00
Resident Engineer	\$204.00
Inspector	\$138.50
Licensed Site Remediation Professional (LSRP)	\$204.00
Senior Environmental Scientist	\$200.00
Environmental Scientist	\$83.00
Senior Environmental Specialist	\$196.00
Environmental Specialist	\$126.00
GIS Analyst	\$120.00

Note: All rates are inclusive of secretarial and clerical assistance, and routine telephone and email communications.

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

RESOLUTION 68-25

RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR STYROFOAM RECYCLING

WHEREAS, the Borough of Mountain Lakes has a need to recycle Styrofoam, and

WHEREAS, the Borough of Mountain Lakes and the Township of Long Hill have determined it to be in their mutual best interests to provide for the sharing of resources by their respective Municipalities as authorized by N.J.S.A. 40A:65.1, et seq. and wish to enter into a Shared Services Agreement (hereinafter "the Agreement") for Styrofoam Recycling Services.

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

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 13, 2025.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Cannon						
Howley						
Menard						
Sheikh						
Tsai						
Muilenburg						
Barnett						

CERTIFICATION OF THE AVAILABILITY OF FUNDS

02-200-40-700-404 RECYCLING TONNAGE GRANT \$2812.00

02-200-40-700-405 RECYCLING TONNAGE GRANT \$188.00

Monica Goscicki
Monica Goscicki, CFO

SHARED SERVICES AGREEMENT

THIS AGREEMENT is made this 27th day of December 2024, by and between the **TOWNSHIP OF LONG HILL**, a municipal corporation of the State of New Jersey, having its principal office at 915 Valley Road, Gillette, New Jersey 07933, (hereinafter referred to as "Long Hill") and the **BOROUGH OF MOUNTAIN LAKES**, a municipal corporation of the State of New Jersey, having its principal office at 400 Boulevard, Mountain Lakes, New Jersey, 07046 (hereinafter "Mountain Lakes");

WHEREAS, the Township of Long Hill ("Long Hill") owns a Styrofoam recycling systems manufactured by Foam Cycle LLC; and

WHEREAS, Long Hill's Styrofoam recycling program has been extremely successful; and

WHEREAS, other municipalities have approached Long Hill utilizing Long Hill's Styrofoam recycling system; and

WHEREAS, Long Hill wishes to share its Styrofoam recycling system with other municipalities; and

WHEREAS, shared services agreements are authorized by the Uniform Shares Services and Consolidation Act, *N.J.S.A. 40A:65-1, et. seq.*;

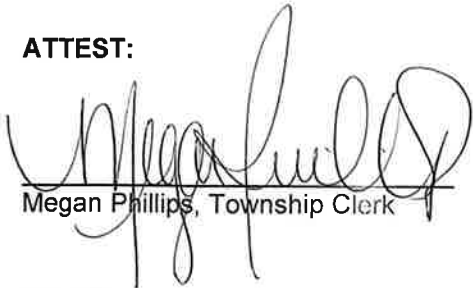
NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties, intending to be legally bound, agree as follows:

1. In an effort to benefit the environment and lower trash disposal costs, Long Hill and Mountain Lakes have agreed to share Long Hill's Styrofoam recycling system. The governing bodies of Long Hill and Mountain Lakes have to share Long Hill's Styrofoam recycling system under the following terms and conditions:
2. Mountain Lakes shall be permitted to haul one thirty-yard container or equivalent containing recyclable Styrofoam materials to the Long Hill Public Works ("DPW") site on a schedule to be established by the Long Hill Public Works Director.
3. Long Hill's Public Works employees shall be responsible for processing the recyclable materials and Long Hill shall be responsible for disposing of the recycled Styrofoam.
4. Long Hill shall be entitled to retain any money received from the sale of the recycled material.
5. Mountain Lakes agrees to pay Long Hill the annual sum of Three Thousand (\$3,000) Dollars for the services.
6. All necessary insurance on the recycling equipment shall be provided by Long Hill. Mountain Lakes shall be responsible for maintaining the appropriate insurance on its employees while they are on the Long Hill DPW site.
7. This Agreement shall commence on the date it is signed and end on December 31, 2025.
8. Either party may terminate this agreement, with or without cause, upon 60 days written notice to the other party.

9. Each of the undersigned represents and warrants that all municipal action necessary for such municipality to enter into and perform all obligations required by this Agreement have been validly taken and that the undersigned are authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the respective Mayors, attested to by the respective Clerks and their corporate seals to be affixed the day and year first above written.

ATTEST:


Megan Phillips, Township Clerk

TOWNSHIP OF LONG HILL


Guy Piserchia, Mayor

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Township Clerk

Mayor

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

RESOLUTION 69-25

**RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
MOUNTAIN LAKES AND THE TOWNSHIP OF DENVILLE FOR THE PROVISION OF ANIMAL CONTROL SERVICES AND USE
OF THE ANIMAL SHELTER FACILITY**

WHEREAS, the Borough of Mountain Lakes desires to provide animal control and animal shelter services; and

WHEREAS, the Township of Denville has the capability to provide such services; and

WHEREAS, the terms and conditions of the shared service are set forth in a Shared Service Agreement attached hereto;
and

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey that the appropriate municipal officials are hereby authorized to execute the Shared Services Agreement between the Borough of Mountain Lakes and the Township of Denville for Animal Control Services and use of the Animal Shelter Facility in the form attached hereto; and

BE IT FINALLY RESOLVED that a copy of the Resolution and the Agreement for Interlocal Services be sent to the of Township of Denville for their approval and signature, and to the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey for filing in accordance with N.J.S.A. 40A:65-4.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 13, 2025.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Cannon						
Howley						
Menard						
Sheikh						
Tsai						
Muilenburg						
Barnett						

SHARED SERVICE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 202_, by and between:

The Township of Denville, a Municipal Corporation of the State of New Jersey with its principal office located at 1 St. Mary's Lane, Denville, New Jersey ("Denville")

AND

The Borough of Mountain Lakes, a Municipal Corporation of the State of New Jersey with its principal office located at 400 Boulevard, Mountain Lakes, New Jersey ("Mountain Lakes") (collectively, "Parties")

For animal control services and use of Denville's animal shelter facility.

WITNESSETH

WHEREAS, the Parties herein desire to enter into a Shared Service Agreement ("Agreement") pursuant to N.J.S.A. 40A:65-1 et seq.; and

WHEREAS, Mountain Lakes desires to obtain animal pound and shelter services and limited Animal Control Officer services from Denville.

NOW, THEREFORE, in consideration of the provisions and mutual covenants made herein and other good and valuable considerations, the Parties agree as follows:

1. Denville hereby agrees to provide animal pound and shelter services, as well as limited Animal Control Officer services, to Mountain Lakes for a period of five (5) years, beginning February 18, 2025 and ending February 17, 2030, with the parties having the option to renew the Agreement for an additional term of five years.
2. Fees and charges paid by Mountain Lakes to Denville through the term of this Agreement for animal shelter services rendered shall be as follows:

A. \$4.00/day	Boarding fee for impounded animals
B. \$1.00/day	Administrative fee for impounded animals on stray hold
C. \$6.00/day	Administrative fee for impounded animals on bite hold or court Ordered hold
D. \$25.00	Euthanasia fee
E. \$1.17/lbs.	Disposal Fee (\$20 minimum)
F. \$3,250/qtr.	Service charge

Denville operates a "no kill" shelter and accordingly, euthanasia will be employed only when a veterinarian deems euthanasia medically necessary due to an animal suffering pain that is beyond medical treatment.

The quarterly service charges shall be paid on the first month of each quarter (March, June, September, December). Payments for related animal shelter activities shall be made to Denville upon presentation of the request for payment and vouchers to be rendered quarterly by Denville to Mountain Lakes, together with the quarterly report. Mountain Lakes shall have thirty (30) days from the date of the quarterly billing to make payments in full to Denville. Payments received more than sixty (60) days after the above listed due date (90 days after billing date) shall be subject to an interest fee of 8% per centum per annum retroactive to said due date.

There will be an annual increase in the fees and per-quarter service charges in the amount of 2.25%, which shall be calculated on any annual basis on the anniversary date.

3. Denville shall provide animal shelter services as follows:

- A. Animal pound and shelter facilities shall be provided that are maintained properly with sufficient heat and light, and otherwise maintained in compliance with local, county and state rules and regulations.
- B. All animal enclosures shall be provided with proper food and bedding, together with outdoor runs. Indoor surfaces shall be impervious to moisture, and cleaned and disinfected daily.
- C. Daily supervision, care and observation of all animals shall be provided, together with veterinary services.
- D. Proper record-keeping and animal placement for unclaimed animals.
- E. All animals will be impounded/sheltered for at least the period of time prescribed by law, unless within the period of time prescribed by law, a veterinarian deems euthanasia medically necessary due to an animal suffering pain that is beyond medical treatment.

4. Denville will use reasonable diligence provided that Denville shall not be liable for any uncontrollable failure, interruption, or loss or damage resulting from any failure to provide the services which are the subject of this Agreement.

5. Animals from Mountain Lakes being surrendered by their owners to the Denville pound/shelter facility will be accepted at the discretion of the Denville Animal Control Officer. The decision on whether or not to accept a surrendered animal shall be made based on availability of space for the animal in question, and health and adaptability of the animal. In determining adaptability, the breed of the animal shall not be a deciding factor. Denville reserves the right to not accept surrendered animals for the purpose of euthanasia. A \$50 surrender fee is required from owners for all surrendered animals. In the event the owner of an animal from Mountain Lakes refuses to pay this fee, Mountain Lakes shall be financially responsible for this fee, and Mountain Lakes will be responsible for recouping any such paid fees directly from the Mountain Lakes resident in question. In the event an owner of an animal from Mountain Lakes refuses to pay this fee, Denville will notify Mountain Lakes within one (1) business day.

6. Veterinary charges for all impounded/sheltered domestic, exotic, and agricultural animals shall be the responsibility of and paid by the owner of the animal. In the event the owner of an animal from Mountain Lakes refuses to pay these fees, Mountain Lakes shall be financially responsible for these fees, and Mountain Lakes will be responsible for recouping any such paid fees directly from the Mountain Lakes resident in question. In the event an owner of an animal from Mountain Lakes refuses to pay these fees, Denville will notify Mountain Lakes within one business day.
7. Denville shall impound/shelter all such domestic, exotic, and agricultural animals in the impound/shelter facility of Denville and shall retain such domestic, exotic, and agricultural animals in custody for the purpose of providing shelter, food, and care for the same for the period of time prescribed by law, and shall dispose of such animals not claimed, redeemed, or released to the owners or adopted by new owners in the manner prescribed by law.
8. Denville and Mountain Lakes shall both keep and maintain accurate records of each licensed and unlicensed animal impounded/sheltered, and such records shall show in detail the time, place, and circumstance under which each animal came into the possession, custody, or control of Denville for the disposition of all such animals. Such records shall, at all times, be available and open for inspection for the officers and agents of Denville and Mountain Lakes. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles related to same.
9. Mountain Lakes shall continue to keep the necessary records and census of all animals within its territory as required by law and shall continue to license all animals within its corporate limits in accordance with such law.
10. Denville shall be entitled to retain all monies which it may collect for the redemptions of animals by the owners thereof, for the boarding of such animals and from the disposals of any such animals which shall not be redeemed within the period prescribed by law.
11. No unlicensed animal with a valid rabies inoculation shall be returned to an owner who is a resident of Mountain Lakes until the owner in question first secures the required license from Mountain Lakes and provides adequate proof of a valid rabies inoculation.
12. Every effort will be made by Denville to encourage the adoption of stray animals.
13. Denville will not respond to wildlife calls except for those related to potential rabies exposure incidents. Mountain Lakes agrees to reimburse Denville for the Rabies Testing Preparation Fees (for bats, raccoons, etc.) at \$125 per animal.
14. The Denville Animal Control Officer shall be made available to Mountain Lakes for up to 144 hours throughout each calendar year. This time shall be to provide patrol and routine surveillance service. Included in this time is any emergency animal control needs, which would include the pick-up, transportation to the pound/shelter facility, and impoundment of any stray, injured, or entrapped animal with the emergency transportation of sick or

injured animals to a licensed veterinarian, medical expenses of which are to be the responsibility of Mountain Lakes. In the event the Animal Control Officer is called out to respond to an incident in Mountain Lakes outside of normal working hours (normal working hours are 7 a.m. to 3 p.m. Monday through Friday), including Saturdays, Sundays, and Holidays, a minimum of four (4) hours will be charged against the account. The transportation of animal heads to the State of New Jersey Laboratory or one of their approved courier sites for rabies analysis shall also be the financial responsibility of Mountain Lakes. In the event additional time beyond the hours allotted in this agreement is determined to be necessary, the Animal Control Officer shall be made available to Mountain Lakes at an hourly rate of \$58.80 per hour. This service shall not include dog bite investigation and follow-up.

15. The individuals performing services under this contract shall be employees of Denville and therefore Denville shall at all times herein be responsible for the employees. Denville shall maintain all required Workers Compensation Insurance coverage for the individuals. The individuals shall not be considered employees of Mountain Lakes.
16. It is expressly understood and agreed that Mountain Lakes is solely a contract customer of Denville and shall acquire, by this contract, no ownership, capital, property rights, or equity in the Denville pound/shelter facility, nor shall Mountain Lakes acquire by said contracts any rights, express or implied, to participate in any way in the operation or the administration of the Denville pound/shelter facility, or participate in any capacity, in any Agreements or any other disposition of the Denville pound/shelter facility property, including, but not limited to, participation in eminent domain proceedings.
17. Mountain Lakes will, each fiscal year, subject to available appropriations, make all budgetary and other provisions or appropriations necessary to provide for or authorize payment to Denville during such fiscal year of the annual fees as stated hereunder.
18. Either party reserves the right to terminate its obligation under this Agreement upon written notice served to either party within sixty (60) days of anticipated termination.
19. No assignment or transfer of this Agreement or resale of the service provided hereunder shall be made without the express consent of Denville and the consent of Mountain Lakes, in writing.
20. This Agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey.
21. Mountain Lakes hereby agrees to save, indemnify, and hold Denville harmless against all liability, claims, and judgements or demands for damages arising from accidents, losses, or injury to persons or property in regard to the Animal Control Officer activities undertaken by Denville officials in connection with their duties in Mountain Lakes provided the liability, claims, or judgements or demands do not arise out of the negligent acts of Denville employees. Denville hereby agrees to save, indemnify, and hold Mountain Lakes harmless against all liability, claims, and judgements or demands for damages

arising from accidents, losses, or injury to persons or property in regard to the Animal Control Officer activities undertaken by Denville officials in connection with their duties in Mountain Lakes provided the liability, claims, or judgements or demands arise out of the negligent acts of Denville employees.

22. Denville agrees to maintain the same or substantially similar liability insurance in an amount equal to or in excess of the insurance currently in place.

IN WITNESS THEREOF, the parties have hereunto affixed their hands and seals the day and year first written above.

[SIGNATURES ON NEXT PAGE]

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Cara Fox, Municipal Clerk

Mitchell Stern, Borough Manager

ATTEST

TOWNSHIP OF DENVILLE

Matt Bansch, Municipal Clerk

Tom Andes, Mayor



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES
BOROUGH COUNCIL JANUARY 6, 2025
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046**

CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT

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

Borough Clerk Cara Fox called the meeting to order at 7pm.

PLEDGE OF ALLEGIANCE

Borough Clerk Fox led the salute to the flag.

INVOCATION

Reverend Michael Muller of St. Peter's Episcopal Church provided the invocation.

STATEMENT OF DETERMINATION

Borough Clerk Fox read the Statement of Determination of Elections.

OATH OF OFFICE FOR NEW COUNCIL MEMBERS

The oath of office was administered to Councilmembers Lauren Barnett, Joshua Howley, and Khizar Sheikh by Borough Clerk Fox.

ROLL CALL – Borough Clerk

Roll Call	<u>Present</u>	<u>Absent</u>		<u>Present</u>	<u>Absent</u>
Barnett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Muilenburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cannon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sheikh	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Howley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tsai	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Menard	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

ELECTION OF MAYOR

Borough Clerk Fox asked for nominations for the office of Mayor.
Nomination of Councilmember Barnett by Councilmember Sheikh.
Second: Councilmember Menard
There were no other nominations.

Vote:

Council member	Yes	No	Abstain	Absent
Barnett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cannon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Howley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muilenburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheikh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tsai	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

OATH OF OFFICE – Mayor

Mayor Lauren Barnett was sworn in by Borough Clerk Fox.

ELECTION OF DEPUTY MAYOR

Mayor took nominations for Deputy Mayor.
Nomination of Councilmember Muilenburg by Mayor Barnett.



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES
BOROUGH COUNCIL JANUARY 6, 2025
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046**

Second: Councilmember Cannon
There were no other nominations.

Vote:

Council member	Yes	No	Abstain	Absent
Cannon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Howley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muilenburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheikh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tsai	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Barnett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OATH OF OFFICE – DEPUTY MAYOR

Borough Clerk Fox swore in Deputy Mayor Melissa Muilenburg.

RESOLUTION

R01-25, Resolution Approving the Officers of the Mountain Lakes Volunteer Fire Department

Approval of R1-25

Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Howley	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menard	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheikh	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tsai	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Muilenburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OATH OF OFFICE – FIRE DEPARTMENT

Morris County Sheriff James Gannon swore in Fire Chief Matthew DeSantis and Deputy Fire Chief and Fire Department Administrative Officer Joseph Mullaney.

MEMORIAL STATEMENT BY COUNCIL

All of the Council members read a list of present and former residents that passed away in 2024. There was a moment of silence to remember these individuals.

2025 MAYOR'S MESSAGE

Mayor Barnett delivered her speech.

Consent Agenda

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

1. R02-25, Establishing 2025 Borough Council Meeting Schedule



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES
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2. *R03-25, Designating Official Newspapers of the Borough for 2025*
3. *R04-25, Establishing 2025 Borough Council Meeting Agenda*
4. *R05-25, Designating 2025 Holiday Schedule*
5. *R06-25, Authorizing Participation in the New Jersey State Tonnage Grant Program*
6. *R07-25, Authorizing Participation in the Volunteer Tuition Credit Program*
7. *R08-25, Supporting Traffic and Safety Ordinances*
8. *R09-25, Supporting Efforts to Maintain 'Idle Free Zones' in the Borough of Mountain Lakes*
9. *R10-25, Support a 'Safe Routes to School' Program*
10. *R11-25, Protect and Maintain the Public Lands of the Borough of Mountain Lakes*
11. *R12-25, Close the Boulevard for the 2025 Memorial Day Parade*
12. *R13-25, Appointing Special Police Officers*
13. *R14-25, Appointing Assessment Search Officer*
14. *R15-25, Appointing Tax Search Officer*
15. *R16-25, Appointing JIF Representatives*
16. *R17-25, Appointing Dog and Cat Licensing Official*
17. *R18-25, Appointing Municipal Court Personnel*
18. *R19-25, Appointing a Member and an Alternate Member to Serve on the Community Development Revenue Sharing Committee*
19. *R20-25, Appointing the Municipal Housing Liaison*
20. *R21-25, Authorizing Cancellation of Refunds and Delinquencies under \$10.00*
21. *R22-25, Appointing Public Agency Compliance Officer*
22. *R23-25, Establishing the Rate of Interest for Delinquent Taxes*



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23. *R24-25, Approving the 2025 Cash Management Plan*
24. *R25-25, Designating Official Depositories for Borough Funds*
25. *R26-25, Authorizing a Temporary Budget for the Calendar Year 2025*
26. *R27-25, Audit Controls Required for the Issuance of Statutory Bonds by the Municipal Excess Liability Joint Insurance Fund (MEL)*
27. *R28-25, Authorizing the Payment of Bills*
28. *R29-25, Authorizing the Continuation of a Mutual Aid Agreement with the Township of Parsippany-Troy Hills for Basic Life Support Services*
29. *R30-25, Authorizing the Continuation of an Interlocal Services Agreement between the Borough of Mountain Lakes and the County of Morris for Dispatching Services*
30. *R31-25, Authorizing the Execution of An Interlocal Services Agreement with the Whippany River Watershed Action Committee and Authorizing the Appointment of Representatives to the Committee for the Calendar Year 2025*
31. *R32-25, Establishing the Borough Council Subcommittees for 2025*
32. *R33-25, Re-establishing the Woodlands Advisory Committee and appointing public members for 2025*
33. *R34-25, Re-establishing the Traffic & Safety Advisory Committee and Appointing Public Members for 2025*
34. *R35-25, Re-establishing the Finance Advisory Committee and appointing public members for 2025*
35. *R36-25, Re-establishing the Memorial Day Parade Advisory Committee and appointing public members for 2025*
36. *R37-25, Re-establishing the Economic Development Advisory Committee and Appointing public members for 2025*
37. *R38-25, Re-establishing the Lakes Management Advisory Committee and Appointing public members for 2025*
38. *R39-25, Re-establishing the Green Team Advisory Committee and Appointing public members for 2025*
39. *R40-25, Re-establishing the Affordable Housing Advisory Committee and Appointing Public Members for 2025*



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40. *R41-25, Resolution Appointing the Emergency Management Coordinator and the Deputy Emergency Management Coordinators*
41. *R42-25, Resolution Reaffirming the Commitment of Mountain Lakes to Remain a Welcoming Community*
42. *R43-25, Resolution for Invasive Plant Species*
43. *R44-25, Resolution in compliance with United States Equal Employment Opportunity Commission's enforcement guidance regarding arrest and conviction records*
44. *R45-25, Resolution Endorsing the Adoption of Green Building Practices for the Municipal Buildings and Facilities*
45. *R46-25, Resolution Reaffirming the Borough's Commitment to Sustainable Land Use*
46. *R47-25, Resolution of Support & Authorizing Application for Sustainable Jersey Grant*
47. *R48-25, Resolution Supporting Participation in the Sustainable Jersey Municipal Certification Program*
48. *R49-25, Resolution of the Borough of Mountain Lakes, County of Morris, State of New Jersey authorizing the Mountain Lakes Police Department to Participate in the Police Assisted Addiction and Recovery Initiative (PAARI)*
49. *R50-25, Resolution Authorizing a Professional Services Agreement for Legal Services between the Borough of Mountain Lakes and Murphy McKeon P.C.*
50. *R51-25, Resolution Authorizing a Professional Services Agreement Between the Borough of Mountain Lakes and Phoenix Advisors, LLC*
51. *R52-25, Resolution Authorizing a Professional Services Agreement for Website Maintenance Services between the Borough of Mountain Lakes and RDC Design Group, LLC*
52. *R53-25, Resolution Authorizing a Professional Services Agreement for Auditing Services between the Borough of Mountain Lakes and Nisivoccia LLP*
53. *R54-25, Resolution Authorizing a Professional Services Agreement for Affordable Housing Administrative Agent Services Between the Borough of Mountain Lakes and CGP&H*
54. *R55-25, Resolution Awarding a Contract for Professional Legal Services – Bond Counsel to Hawkins, Delafield & Wood LLP*
55. *R56-25, Resolution Awarding a Contract for Insurance Risk Consulting Services to Acrisure LLC*
56. *R57-25, Resolution Authorizing a Professional Services Agreement Between the Borough of Mountain Lakes and Matthew J. Giacobbe, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC*



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57. *R58-25, Resolution Authorizing a Professional Services Agreement for Engineering Services Between the Borough of Mountain Lakes and Anderson and Denzler Associates Inc.*
58. *R59-25, Resolution recognizing Employee Benefits Consulting Services Group, LLC as producer of the Borough of Mountain Lakes Employee Dental Benefits Program*
59. *R60-25, Resolution Authorizing a Professional Services Agreement for Planning Services Between the Borough of Mountain Lakes and Phillips Preiss Grygiel LLC*
60. *R61-25, Resolution to Enter into a Shared Services Agreement Between the Borough of Madison and the Borough of Mountain Lakes*
61. *R62-25, Resolution Authorizing the Release of a Filming Permit Cash Maintenance Bond*
62. *R63-25, Resolution Awarding a Contract for Canada Goose and Mute Swan Management to the United States Department of Agriculture, APHIS Wildlife Services*
63. *R64-25, Resolution Authorizing an Amendment to the Shared Services Agreement between the Borough of Mountain Lakes and the Township of Denville for Municipal Court Services*
64. *R65-25, Resolution Authorizing the Transfer of Appropriations*

***MINUTES**

Regular Minutes of December 9, 2024

***BOARD AND COMMISSION AND COMMITTEE APPOINTMENTS**

Environmental Commission

Cynthia Korman, Member with a term running through 12/31/27

Health Commission

Barbara Girz, Member with a term running through 12/31/27 (previously appointed)

Historic Preservation Committee

Margaret DeWitt, Member with a term running through 12/31/28 (previously appointed)

Alex Gotthelf, Member with a term running through 12/31/28 (previously appointed)

Mark Hoffman, Member with a term running through 12/31/28 (previously appointed)

Sueanne Sylvester, Member with a term running through 12/31/28 (previously appointed)

Peter Mills, Alternate Member with a term running through 12/31/26 (previously appointed)

Planning Board

Bethany Russo, Class IV Member with a term running through 12/31/28 (previously appointed)



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Chris Ryan, Alternate #2 Member with a term running through 12/31/26 (previously appointed)
Mitchell Stern, Class II member with a term running through 12/31/25
Thomas Menard, Class III member with a term running through 12/31/25
Lauren Barnett, Class I member with a term running through 12/31/25

Recreation Commission

James Aitken, Member with a term running through 12/31/27 (previously appointed)
Heather Hornyak, Member with a term running through 12/31/27 (previously appointed)

Shade Tree

Phyllis Deering, Member with a term running through 12/31/29 (previously appointed)

Zoning Board of Adjustment

Kelly McCormick, Member with a term running through 12/31/28 (previously appointed)
Brett Paddock, Member with a term running through 12/31/28 (previously appointed)
Ryan Astrup, 1st Alternate Member with a term running through 12/31/26 (previously appointed)

***COUNCIL LIAISON APPOINTMENTS**

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



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Economic Development Advisory Committee	<i>Cannon Tsai Sheikh</i>
Community Development (County Committee)	<i>Tsai Muilenburg (alt)</i>
Whippany River Watershed Committee	<i>Cannon</i>

Subcommittees	Liaison/Member
Personnel Subcommittee	<i>Barnett Muilenburg Tsai</i>
Shared Services Subcommittee	<i>Barnett Howley Sheikh</i>
Public Safety Subcommittee	<i>Cannon Muilenburg Menard</i>
Department of Public Works	<i>Barnett Howley Menard</i>

***Approval of the Consent Agenda**

Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Howley	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menard	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheikh	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tsai	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Muilenburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PUBLIC COMMENT

Mayor Barnett opened the meeting to the public.

There was no one from the public wishing to speak.

ADJOURNMENT at 7:37pm

Motion made by Councilmember Menard and seconded by Councilmember Cannon to adjourn the meeting at 7:37pm, with all members in favor signifying by "Aye".

Respectfully Submitted

Cara Fox, Borough Clerk