



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES  
HELD AT THE BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046  
AUGUST 25, 2025  
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, 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**

**5) COMMUNITY ANNOUNCEMENTS**

**6) SPECIAL PRESENTATIONS**

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

**8) BOROUGH COUNCIL DISCUSSION ITEMS**

- a. Second Quarter 2025 Current Budget Report
- b. Second Quarter 2025 Water Budget Report & Second Quarter 2025 Sewer Budget Report
- c. Trust Balances
- d. Capital Account Balances

**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**

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**15) \*CONSENT AGENDA ITEMS**

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

**\*RESOLUTIONS**

- a. R137-25, Authorizing the Payment of Bills
- b. R138-25, Requesting Approval of Item of Revenue and Appropriation Under N.J.S.A. 40A: 4-87 for the FY2026 Highlands Protection Fund – Plan Conformance Funding Grants - \$112,200.00
- c. R139-25, Authorizing the Award of Contract for Boulevard Walkway Resurfacing Project – Phase 2

- d. R140-25, Choosing Not to Renew the Existing Site Leases, to Assume Ownership of the Tower at 400 Boulevard, and to Authorize the Issuance of a Request for Proposal for the Available Tower Elevations and Ground Space*
- e. R141-25, Authorizing the Award of Contract to Alden Bailey Restoration for the Mountain Lakes Train Station Exterior Restoration*
- f. R142-25, Authorizing the Issuance of Not Exceeding \$6,334,483 Bond Anticipation Notes of the Borough of Mountain Lakes*
- g. R143-25, Authorizing a Professional Services Agreement for Lake and Watershed Management Plan Between the Borough of Mountain Lakes and Princeton Hydro, LLC*
- h. R144-25, Amending Personnel Policy and Procedure Manual*

**\*APPROVAL OF MINUTES**

*7/28/25 (Regular)*

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

- a. Lucy Edwards and Avni Kaushal to the Health Commission as student members (previously appointed)*
- b. Grace Fu and Helen Han to the Historic Preservation Committee as student members (previously appointed)*
- c. Nora Lin to the Green Team as student member*
- d. Kelsey Dages and Scott Minitier to the Lakes Management Committee as student members*

**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

**Finance Department**  
**Jennifer Semler, CFO**  
jsemler@mtnlakes.org

400 Boulevard  
Mountain Lakes, NJ 07046  
P -973-334-3131 ext. 2008

To: Mitchell Stern, Borough Manager  
Date: August 1, 2025  
Subject: Second Quarter 2025 Current Fund Budget Report

Attached is the second quarter budget report for the Current Fund Budget. Below are the significant items of note for the second quarter of 2025.

## Revenues:

- There are revenue line items that are expected to be different than 50% collected by the end of Q2. These items are, along with commentary on each:
  - Amount to be Raised by Taxation – 17.64% – Entry to realize Reserve for Uncollected Taxes is done in April; all other entries are done at year end. Collection percentage is consistent year over year (YOY).
  - Liquor Licenses – 101.50% – Payments are due by June 30<sup>th</sup>. Collection percentage is consistent YOY.
  - Cable Franchise Fees – 100.00% – Budgeted amount is the known cash collection that is received in the first half of the year.
  - Recreation Fees and Income – 93.98% – Most of the programming revenue is received in the first half of the year for summer programs. Collection percentage is consistent YOY.
  - State Aid Revenue – 0% – Historically received in July through November. Collection percentage is consistent YOY.
  - Receipts of Delinquent Taxes – 78.42% – Historically, most collections of this revenue occur in the first half of the year. Collection percentage is consistent YOY.
  - Revenue lines charged after budget adoption:
    - Capital Surplus – General Capital – 100%
    - Utility Fund Balance – 100%
    - Reserve for Debt Service – 100%
    - Federal & State Grant Revenue – 100%
- There are revenue line items that are not expected to be different than 50% collected by the end of Q2. These items are, along with commentary on each:
  - Interest & Costs on Taxes – 35.53% – Increase in anticipated revenue from 2024 combined with lower collections is resulting in a lower percentage than 2024 (74.57%). This decrease is due to a lower outstanding tax balance.
  - Interest on Investments – 59.26% – While the collections for 2025 are trending higher than the amount of time passed in the year, the collection percentage is down

from 2024 (120.94%). This is due to anticipating a higher amount of revenue while maintaining slightly lower cash balances. However, this does not pose an issue to the budget due to anticipated revenues being anticipated lower than actual cash received during 2024.

- Board of Education SRO Shared Services – 29.11% – This lower than anticipated collection percentage is due to timing, as another payment was received in July. This is a new anticipated revenue stream for the Borough in 2025.
- All other revenue line items are consistent with the amount of time that has passed in the year, as well as when compared to the same period last year.
- Anticipated Revenue for 2025, net of the Amount to be Raised by Taxation, is \$4,728,017.72, which is an increase of approximately \$897K from Anticipated Revenue (net) for 2024. This increase is due to some additional usage of Utility Fund Balance, the anticipation of Board of Education SRO Shared Services Revenue, increased anticipated Interest on Investments, and a significant increase in Federal & State Grants, offset slightly by a lower amount of anticipated Receipts from Delinquent Taxes. Through Q2 2025, 59.40% of this net amount has been received, versus 55.58% through Q2 2024.
- Revenues will continue to be monitored monthly and any discrepancies or issues will be investigated and resolved.

#### Expenditures:

- There are expenditure line items that are expected to be different than 50% expended by the end of Q2. These items are, along with commentary on each:
  - Timing of payments:
    - Annual Audit – 100% – Audit is complete for 2024.
    - Finance – Other Expenses – 74.44% – Timing of payments for Accounting System.
    - Tax Collector – Other Expenses – 64.26% – Timing of payments for Education for Tax Clerk.
    - UC – Other Expenses – 62.15% – Timing of payment related to Construction office software.
    - LOSAP – 0% – Payment occurs at the end of the year.
    - Payment of Bond Principal – 39.26%; Interest on Bonds – 50.60% – Timing of payments and amount of payments varies depending on each Bond Issuance.
    - Payment of BAN Principal – 0%; Interest on Notes – 0% – BAN payments to be made in October.
    - Recreation Department – S&W – 26.95% – Significant programs are held in the summer months; Q3 report expected to have a higher percentage expended.
    - Various utility accounts have expenditures that are delayed by one month, which leads to variability in the percentage expended.
    - For all of the above, the percentage expended and encumbered is consistent YOY.
  - Accounts where there are significant encumbrances for full-year services or contracts:
    - Tax Assessor – Other Expenses – 93.62%
    - Legal Services – Other Expenses – 71.85%



- Group Insurance Plans -Employee – 60.17%
  - Interlocal Services – Morris County Dispatch – 100%
  - Solid Waste – Other Expenses – 87.25%
  - Aid to Public Library – 100%
  - Shared Services – Health Services – 100% (new for 2025)
  - For all of the above, the percentage expended and encumbered is consistent YOY
- Appropriation lines charged after budget adoption:
  - Insurance – Unemployment Compensation – 100%
  - Accumulated Leave Compensation – 100%
  - Grant Expenditures – 100%
  - Capital Improvement Fund – 100%
  - Deferred Charges – 100%
  - Reserve for Uncollected Taxes – 100%
  - For all of the above, the percentage expended and encumbered is consistent YOY.
- There are expenditure line items that are not expected to be different than 50% expended by the end of Q2. These items are, along with commentary on each:
  - Favorable:
    - Other Expenses – General Administration (37.92%); Mayor & Council (26.87%); Computer Services (32.97%); Planning Board (36.24%); Board of Adjustment (24.70%); Fire Department (26.12%); Shade Tree Commission (6.69%)
    - Salary & Wage – Tax Collector (38.93%)
    - Other – Engineering Services (25.78%)
    - Favorable expenditure percentages will be monitored and re-evaluated during the Q3 review process.
  - Unfavorable:
    - Planning Board – S&W – 59.40%; Board of Adjustment – S&W – 59.40%; Code Enforcement – S&W – 63.17% – Movement from PT employee costs to FT employee costs
    - Natural Gas – 67.32% – The natural gas bills have increase substantially since last year. This is likely an area that will need to be addressed in Q4.
- Reserve for Tax Appeals – No appropriation for 2025 as additional reserve was not deemed necessary.
- All other expenditure line items are consistent with the amount of time that has passed in the year, as well as when compared to the same period last year.
- Expenditures will continue to be monitored monthly and any discrepancies or issues will be investigated and resolved.

Please let me know if you have any questions.

Thank you,  
Jen

Borough of Mountain Lakes Budget Comparison										
Current Fund - Revenue Budgets										
		Activity to 6/30/2025					Activity to 6/30/2024			
					%	Total Realized				%
Account Number	Description	Budget	Activity	Balance	Received	in 2024	Budget	Activity	Balance	Received
01-190-07-200-000	AMOUNT TO BE RAISED BY TAXATION	7,453,523.61	1,314,799.38	6,138,724.23	17.64%	7,992,416.27	6,911,526.01	1,268,585.01	5,642,941.00	18.35%
01-192-08-101-000	ANTICIPATED SURPLUS	2,000,000.00	1,000,000.00	1,000,000.00	50.00%	2,000,000.00	2,000,000.00	1,000,000.00	1,000,000.00	50.00%
01-192-08-101-004	CAPITAL SURPLUS -GENERAL CAPITAL	477.91	477.91	-	100.00%	-	-	-	-	
01-192-08-103-000	LICENSES - LIQUOR	12,500.00	12,688.00	(188.00)	101.50%	12,938.00	12,500.00	12,938.00	(438.00)	103.50%
01-192-08-104-000	OTHER LICENSES	1,800.00	1,825.00	(25.00)	101.39%	2,685.00	1,500.00	2,380.00	(880.00)	158.67%
01-192-08-105-000	FEES & PERMITS	35,000.00	16,504.00	18,496.00	47.15%	35,654.31	38,000.00	14,066.99	23,933.01	37.02%
01-192-08-106-010	CLERK'S FEES & PERMITS	4,500.00	2,149.00	2,351.00	47.76%	4,923.00	4,500.00	1,798.00	2,702.00	39.96%
01-192-08-110-000	MUNICIPAL COURT FINES & COSTS	26,000.00	12,498.80	13,501.20	48.07%	26,301.96	35,000.00	16,432.56	18,567.44	46.95%
01-192-08-112-000	INTEREST & COSTS-TAX COLLECTION	65,000.00	23,095.14	41,904.86	35.53%	78,580.30	45,000.00	33,554.94	11,445.06	74.57%
01-192-08-113-000	INTEREST ON INVESTMENTS	285,000.00	168,894.51	116,105.49	59.26%	371,694.07	147,909.46	178,875.16	(30,965.70)	120.94%
01-192-08-115-000	CABLE FRANCHISE FEES	15,814.27	15,814.27	-	100.00%	16,752.99	16,752.99	16,752.99	-	100.00%
01-192-08-116-000	UTILITY FUND BALANCES	96,645.63	96,645.63	-	100.00%	45,947.00	45,947.00	45,947.00	-	100.00%
01-192-08-118-000	RECREATION FEES & INCOME	85,000.00	79,885.00	5,115.00	93.98%	87,901.00	85,000.00	80,242.00	4,758.00	94.40%
01-192-08-119-000	RENT FROM RAILROAD STATIONS	43,000.00	22,137.72	20,862.28	51.48%	43,093.38	41,838.00	21,492.96	20,345.04	51.37%
01-192-08-120-000	T-MOBILE CELL TOWER LEASE	83,000.00	49,842.03	33,157.97	60.05%	83,252.60	80,050.00	41,078.58	38,971.42	51.32%
01-192-08-122-000	BOARD OF EDUCATION-FIELD LEASE	45,000.00	22,500.00	22,500.00	50.00%	45,000.00	45,000.00	22,500.00	22,500.00	50.00%
01-192-08-123-000	VERIZON GROUND LEASE	38,000.00	19,001.46	18,998.54	50.00%	40,339.67	36,090.00	18,448.02	17,641.98	51.12%
01-192-08-125-000	SOLID WASTE FEES	101,199.00	51,239.80	49,959.20	50.63%	101,199.74	101,307.00	51,199.74	50,107.26	50.54%
01-192-08-126-000	TRASH BAG RECEIPTS	3,000.00	2,312.50	687.50	77.08%	5,050.00	500.00	2,975.00	(2,475.00)	595.00%
01-192-08-128-000	DISH WIRELESS	30,000.00	15,276.96	14,723.04	50.92%	30,108.96	31,600.00	14,832.00	16,768.00	46.94%
01-192-08-160-000	UNIFORM CONSTRUCTION CODE FEES	163,600.00	82,529.00	81,071.00	50.45%	173,919.00	134,000.00	121,291.00	12,709.00	90.52%
01-192-08-227-000	RESERVE FOR DEBT SERVICE	60,504.47	60,504.47	-	100.00%	8,738.18	8,737.43	8,738.18	(0.75)	100.01%
01-192-09-000-000	STATE AID REVENUE (NON-GRANT)	422,268.48	-	422,268.48	0.00%	465,794.25	465,793.77	-	465,793.77	0.00%
01-192-10-000-000	FEDERAL & STATE GRANT REVENUE	834,227.96	834,227.96	-	100.00%	127,287.67	118,752.74	118,752.74	-	100.00%
01-192-11-110-000	SHARED SERVICES - BD OF ED - SRO	118,480.00	34,491.06	83,988.94	29.11%	-	-	-	-	
01-192-15-499-000	RECEIPTS DELINQUENT TAX	158,000.00	123,902.98	34,097.02	78.42%	327,824.36	335,000.00	271,342.16	63,657.84	81.00%
01-192-18-001-000	CURRENT YEAR TAXES RECEIVED	-	17,867,854.75	(17,867,854.75)	0.00%	-	-	17,501,196.63	(17,501,196.63)	
01-192-20-200-000	UNANTICIPATED REVENUES (MRNA)	-	59,912.81	(59,912.81)	0.00%	68,669.91	-	33,332.25	(33,332.25)	
TOTALS		12,181,541.33	21,991,010.14	(9,809,468.81)	180.53%	12,196,071.62	10,742,304.40	20,898,751.91	(10,156,447.51)	194.55%

Borough of Mountain Lakes Budget Comparison														
Current Fund - Expenditure Budgets														
		Activity to 6/30/2025							Activity to 6/30/2024					
Account Number	Description	Budget	Activity	Encumbered	Balance	% Expended	% Expended & Encum.	Total Expended in 2024/2025	Budget	Activity	Encumbered	Balance	% Expended	% Expend. & Encum.
01-201-20-100-001	GENERAL ADMIN - SALARY & WAGES	146,090.04	68,801.16	-	77,288.88	47.10%	47.10%	140,667.91	142,567.56	70,358.05	-	72,209.51	49.35%	49.35%
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	96,324.00	27,447.63	9,076.21	59,800.16	28.50%	37.92%	60,034.03	98,774.00	31,679.14	12,178.60	54,916.26	32.07%	44.40%
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	6,550.00	260.00	1,500.00	4,790.00	3.97%	26.87%	3,207.96	6,350.00	751.32	-	5,598.68	11.83%	11.83%
01-201-20-120-001	MUNICIPAL CLERK - SALARY/WAGE	55,099.47	27,858.38	-	27,241.09	50.56%	50.56%	53,754.00	53,754.00	27,574.56	-	26,179.44	51.30%	51.30%
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	29,364.00	6,604.15	9,364.48	13,395.37	22.49%	54.38%	19,406.12	28,084.00	3,059.58	5,014.53	20,009.89	10.89%	28.75%
01-201-20-130-001	FINANCE - SALARY & WAGE	72,086.25	36,006.20	-	36,080.05	49.95%	49.95%	67,307.91	71,860.45	33,697.92	-	38,162.53	46.89%	46.89%
01-201-20-130-020	FINANCE - OTHER EXPENSES	15,796.00	8,751.15	3,006.99	4,037.86	55.40%	74.44%	13,573.62	14,418.00	8,053.02	323.73	6,041.25	55.85%	58.10%
01-201-20-135-020	ANNUAL AUDIT	25,462.50	25,462.50	-	-	100.00%	100.00%	24,987.50	24,987.50	24,987.50	-	-	100.00%	100.00%
01-201-20-140-020	COMPUTER SERVICES	52,734.00	13,588.70	3,797.76	35,347.54	25.77%	32.97%	36,081.06	52,734.00	11,987.24	3,185.41	37,561.35	22.73%	28.77%
01-201-20-145-001	TAX COLLECTOR - SALARY & WAGE	36,000.00	14,014.95	-	21,985.05	38.93%	38.93%	33,543.95	39,122.10	15,413.70	-	23,708.40	39.40%	39.40%
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	9,260.00	4,977.59	972.50	3,309.91	53.75%	64.26%	5,287.53	7,225.00	3,467.13	-	3,757.87	47.99%	47.99%
01-201-20-150-001	TAX ASSESSOR - SALARY & WAGE	24,594.88	12,297.57	-	12,297.31	50.00%	50.00%	23,995.16	23,995.48	11,507.99	-	12,487.49	47.96%	47.96%
01-201-20-150-020	TAX ASSESSOR - OTHER EXPENSES	28,100.00	-	26,308.04	1,791.96	0.00%	93.62%	21,928.77	23,000.00	16,458.25	5,000.00	1,541.75	71.56%	93.30%
01-201-20-151-020	RESERVE FOR TAX APPEALS - OTHER EXPENSE	-	-	-	-	0.00%	0.00%	50,000.00	50,000.00	50,000.00	-	-	100.00%	100.00%
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	107,500.00	39,882.50	37,355.00	30,262.50	37.10%	71.85%	72,672.88	110,000.00	31,829.99	34,183.50	43,986.51	28.94%	60.01%
01-201-20-165-020	ENGINEERING SERVICES	36,414.00	9,388.30	-	27,025.70	25.78%	25.78%	46,067.10	54,614.00	7,050.55	6,897.40	40,666.05	12.91%	25.54%
01-201-21-180-001	PLANNING BOARD - SALARY & WAGE	15,182.00	9,017.56	-	6,164.44	59.40%	59.40%	13,442.80	13,798.86	6,862.80	-	6,936.06	49.73%	49.73%
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	16,000.00	5,523.62	274.73	10,201.65	34.52%	36.24%	13,680.77	13,750.00	9,283.30	343.11	4,123.59	67.51%	70.01%
01-201-21-181-020	HISTORIC PRESERVAT'N COMMITTEE	6,000.00	3,000.00	-	3,000.00	50.00%	50.00%	6,273.94	10,000.00	-	-	10,000.00	0.00%	0.00%
01-201-21-185-001	BD OF ADJUST - SALARY & WAGE	15,182.00	9,017.56	-	6,164.44	59.40%	59.40%	13,442.75	13,798.86	7,352.32	-	6,446.54	53.28%	53.28%
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	19,150.00	4,506.93	224.00	14,419.07	23.53%	24.70%	19,369.67	25,100.00	8,876.22	431.50	15,792.28	35.36%	37.08%
01-201-22-195-001	UNIFORM CONST CODE-SALARY/WAGE	144,426.64	66,088.99	-	78,337.65	45.76%	45.76%	133,658.35	151,999.50	66,717.38	-	85,282.12	43.89%	43.89%
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	24,074.00	14,956.44	5.20	9,112.36	62.13%	62.15%	16,403.16	21,649.00	14,219.43	809.00	6,620.57	65.68%	69.42%
01-201-22-196-001	CODE ENFORCEMENT - SALARY & WAGE	56,071.00	35,722.77	-	20,348.23	63.71%	63.71%	53,191.05	54,740.00	26,570.97	-	28,169.03	48.54%	48.54%
01-201-22-196-020	COFE ENFORCEMENT - OTHER EXPENSES	500.00	-	-	500.00	0.00%	0.00%	-	500.00	-	-	500.00	0.00%	0.00%
01-201-23-210-020	INSURANCE - LIABILITY	151,281.95	68,515.11	-	82,766.84	45.29%	45.29%	124,157.63	140,235.85	63,164.76	-	77,071.09	45.04%	45.04%
01-201-23-215-020	WORKERS COMPENSATION	102,646.00	51,322.99	-	51,323.01	50.00%	50.00%	100,928.99	100,929.00	50,464.49	-	50,464.51	50.00%	50.00%
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	578,952.34	324,200.34	24,160.08	230,591.92	56.00%	60.17%	457,199.75	495,021.97	239,704.19	22,343.64	232,974.14	48.42%	52.94%
01-201-23-222-020	HEALTH BENEFIT WAIVER	10,629.17	5,719.79	-	4,909.38	53.81%	53.81%	10,882.03	10,183.63	5,676.27	-	4,507.36	55.74%	55.74%
01-201-23-225-020	INSURANCE - UNEMPLOYMENT COMPENSATION	30,000.00	30,000.00	-	-	100.00%	100.00%	20,000.00	20,000.00	20,000.00	-	-	100.00%	100.00%
01-201-25-240-001	POLICE DEPT - SALARY & WAGE	1,897,562.30	954,607.46	-	942,954.84	50.31%	50.31%	1,856,076.77	1,804,623.25	887,248.01	-	917,375.24	49.17%	49.17%
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	150,900.00	43,596.26	22,534.09	84,769.65	28.89%	43.82%	124,652.32	136,525.00	51,339.63	10,689.40	74,495.97	37.60%	45.43%
01-201-25-241-020	TRAFFIC & SAFETY COMM. - OTHER EXPENSES	1,600.00	-	-	1,600.00	0.00%	0.00%	-	1,600.00	-	-	1,600.00	0.00%	0.00%
01-201-25-250-020	INTERLOCAL SERVICES: MC DISPATCH - OE	105,789.69	52,894.84	52,894.84	0.01	50.00%	100.00%	105,789.69	105,789.69	52,894.85	52,894.84	-	50.00%	100.00%
01-201-25-251-020	INTERLOCAL SERVICES: DENVILLE COURT - OE	64,791.00	32,395.50	-	32,395.50	50.00%	50.00%	63,365.00	63,365.00	15,841.25	47,523.75	-	25.00%	100.00%
01-201-25-252-001	EMERENCY MGMT - SALARY & WAGE	5,638.50	2,819.08	-	2,819.42	50.00%	50.00%	5,500.00	5,500.00	2,750.04	-	2,749.96	50.00%	50.00%
01-201-25-252-020	EMERGENCY MGMT - OTHER EXPENSE	5,000.00	-	-	5,000.00	0.00%	0.00%	871.00	4,100.00	-	-	4,100.00	0.00%	0.00%
01-201-25-255-001	FIRE DEPT - SALARY & WAGE	7,688.50	3,844.02	-	3,844.48	50.00%	50.00%	7,500.00	7,500.00	3,750.00	-	3,750.00	50.00%	50.00%
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	35,350.00	6,996.25	2,238.86	26,114.89	19.79%	26.12%	32,648.09	34,850.00	6,991.27	3,574.08	24,284.65	20.06%	30.32%
01-201-25-266-001	FIRE DEPT - SAFETY - SALARY & WAGE	19,612.50	9,806.51	-	9,805.99	50.00%	50.00%	16,269.76	17,000.00	7,769.60	-	9,230.40	45.70%	45.70%
01-201-25-266-020	FIRE DEPT - SAFETY - OTHER EXP	1,500.00	-	-	1,500.00	0.00%	0.00%	50.00	1,500.00	50.00	-	1,450.00	3.33%	3.33%
01-201-26-290-001	STREET'S & ROADS - SALARY/WAGE	437,960.85	207,948.40	-	230,012.45	47.48%	47.48%	394,112.99	394,070.81	191,154.52	-	202,916.29	48.51%	48.51%
01-201-26-290-020	STREET'S & ROADS - OTHER EXP.	218,600.00	61,926.64	35,118.75	121,554.61	28.33%	44.39%	211,542.89	224,075.00	82,397.15	54,136.65	87,541.20	36.77%	60.93%
01-201-26-300-020	SHADE TREE COMMISSION - O/E	65,420.00	475.00	3,900.00	61,045.00	0.73%	6.69%	52,280.50	65,420.00	170.00	-	65,250.00	0.26%	0.26%
01-201-26-305-001	SOLID WASTE - SALARY & WAGES	22,873.60	10,871.70	-	12,001.90	47.53%	47.53%	20,824.72	21,830.54	9,269.54	-	12,561.00	42.46%	42.46%
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	1,080,160.00	427,234.67	515,180.39	137,744.94	39.55%	87.25%	1,014,985.23	1,056,250.00	413,540.44	513,030.04	129,679.52	39.15%	87.72%
01-201-26-306-020	RECYCLING TAX	4,900.00	1,634.28	-	3,265.72	33.35%	33.35%	3,808.41	4,900.00	1,394.67	328.92	3,176.41	28.46%	35.18%
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	48,500.00	9,262.34	5,488.50	33,749.16	19.10%	30.41%	35,110.17	38,500.00	5,486.82	1,967.12	31,046.06	14.25%	19.36%
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	57,300.00	7,513.28	5,735.97	44,050.75	13.11%	23.12%	45,186.38	56,100.00	19,948.97	4,125.45	32,025.58	35.56%	42.91%
01-201-27-330-001	BOARD OF HEALTH - SALARY/WAGE	5,125.00	2,562.50	-	2,562.50	50.00%	50.00%	4,999.92	5,000.00	2,499.96	-	2,500.04	50.00%	50.00%

Borough of Mountain Lakes Budget Comparison													
Current Fund - Expenditure Budgets													
		Activity to 6/30/2025							Activity to 6/30/2024				
						%	% Expended	Total Expended					%
Account Number	Description	Budget	Activity	Encumbered	Balance	Expended	& Encum.	in 2024/2025	Budget	Activity	Encumbered	Balance	Expended
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	-	-	-	-	0.00%	0.00%	30,992.02	35,000.00	13,492.02	-	21,507.98	38.55%
01-201-27-335-020	ENVIRONMENTAL COMM. - OTHER EXP.	1,675.00	954.54	-	720.46	56.99%	56.99%	1,473.23	2,095.00	425.00	-	1,670.00	20.29%
01-201-27-337-020	WOODLAND COMMITTEE - OTHER EXPENSE	3,000.00	129.28	-	2,870.72	4.31%	4.31%	481.52	3,000.00	-	-	3,000.00	0.00%
01-201-27-340-020	DOG REGULATION - OTHER EXPENSE	5,000.00	5,000.00	-	-	100.00%	100.00%	3,800.00	3,800.00	2,800.00	-	1,000.00	73.68%
01-201-28-370-001	RECREATION DEPT. - SALARY/WAGE	130,638.00	35,201.17	-	95,436.83	26.95%	26.95%	120,507.25	129,120.00	29,776.25	-	99,343.75	23.06%
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	58,017.00	35,041.49	12,063.51	10,912.00	60.40%	81.19%	43,591.57	51,782.00	31,349.98	4,173.21	16,258.81	60.54%
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	199,900.00	42,484.91	53,817.00	103,598.09	21.25%	48.18%	193,162.81	204,300.00	110,761.81	72,645.00	20,893.19	54.22%
01-201-29-390-020	AID TO PUBLIC LIBRARY	401,525.00	234,222.95	167,302.05	-	58.33%	100.00%	386,082.00	386,082.00	225,214.50	160,867.50	-	58.33%
01-201-30-415-010	ACCUMULATED LEAVE COMPENSATION - S&W	10,000.00	10,000.00	-	-	100.00%	100.00%	10,000.00	10,000.00	10,000.00	-	-	100.00%
01-201-30-420-020	CELEBRATION OF PUBLIC EVENTS - O/E	2,000.00	2,000.00	-	-	100.00%	100.00%	1,500.00	2,000.00	1,500.00	-	500.00	75.00%
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	46,000.00	16,701.27	5.89	29,292.84	36.31%	36.32%	32,946.52	45,000.00	14,378.57	-	30,621.43	31.95%
01-201-31-436-020	ELECTRICITY -STREET LIGHTING	55,000.00	22,322.02	4,410.80	28,267.18	40.59%	48.61%	47,973.32	51,000.00	21,237.17	-	29,762.83	41.64%
01-201-31-437-020	NATURAL GAS	29,800.00	18,787.33	1,275.07	9,737.60	63.04%	67.32%	21,017.55	31,200.00	13,049.62	-	18,150.38	41.83%
01-201-31-440-020	TELECOMMUNICATIONS	22,000.00	5,985.06	9,549.53	6,465.41	27.20%	70.61%	17,947.86	25,000.00	6,136.09	10,482.84	8,381.07	24.54%
01-201-31-447-020	PETROLEUM PRODUCTS	73,500.00	13,491.72	10,506.35	49,501.93	18.36%	32.65%	46,226.43	73,500.00	21,475.55	11,736.51	40,287.94	29.22%
01-201-31-456-010	RESERVE FOR SALARY ADJUSTMENT - S&W	40,000.00	-	-	40,000.00	0.00%	0.00%	-	70,000.00	-	-	70,000.00	0.00%
01-201-36-471-020	PERS	147,628.17	141,148.17	-	6,480.00	95.61%	95.61%	143,513.37	148,514.00	143,513.37	-	5,000.63	96.63%
01-201-36-472-020	SOCIAL SECURITY (O.A.S.I.)	131,617.80	62,105.89	-	69,511.91	47.19%	47.19%	115,316.84	126,258.66	54,423.71	-	71,834.95	43.10%
01-201-36-475-000	PFRS - CONTRIBUTION	516,959.00	510,959.00	-	6,000.00	98.84%	98.84%	543,802.00	548,802.00	543,802.00	-	5,000.00	99.09%
01-201-36-476-020	LENGTH OF SVS AWARDS (LOSAP)	22,500.00	-	-	22,500.00	0.00%	0.00%	-	22,500.00	-	-	22,500.00	0.00%
01-201-36-477-020	DCRP - EMPLOYER	8,000.00	4,586.52	-	3,413.48	57.33%	57.33%	4,405.94	8,000.00	3,880.88	-	4,119.12	48.51%
01-201-41-700-000	GRANT EXPENDITURES	834,227.96	834,227.96	-	-	100.00%	100.00%	127,287.67	118,752.74	118,752.74	-	-	100.00%
01-201-42-110-020	SHARED SERVICES - BD OF ED -SRO	118,480.00	37,118.07	-	81,361.93	31.33%	31.33%	-	-	-	-	-	0.00%
01-201-42-114-020	SHARED SERVICES - HEALTH SERVICES	36,500.00	27,375.00	9,125.00	-	75.00%	100.00%	-	-	-	-	-	0.00%
01-201-44-901-020	CAPITAL IMPROVEMENT FUND	77,795.99	77,795.99	-	-	100.00%	100.00%	50,676.34	50,676.34	50,676.34	-	-	100.00%
01-201-45-920-020	PAYMENT OF BOND PRINCIPAL	815,000.00	320,000.00	-	495,000.00	39.26%	39.26%	790,000.00	790,000.00	320,000.00	-	470,000.00	40.51%
01-201-45-925-020	PAYMENT OF BAN PRINCIPAL	300,401.00	-	-	300,401.00	0.00%	0.00%	154,767.60	154,767.60	-	-	154,767.60	0.00%
01-201-45-930-020	INTEREST ON BONDS	267,850.00	135,525.00	-	132,325.00	50.60%	50.60%	285,650.00	285,650.00	144,425.00	-	141,225.00	50.56%
01-201-45-935-020	INTEREST ON NOTES	227,238.00	-	-	227,238.00	0.00%	0.00%	150,227.00	150,227.00	-	-	150,227.00	0.00%
01-201-45-942-020	SUNSET LAKE DAM LOAN	111,746.85	60,522.39	-	51,224.46	54.16%	54.16%	-	-	-	-	-	0.00%
01-201-46-875-020	DEFERRED CHGS - SPECIAL EMER. 5 YEARS	25,000.00	25,000.00	-	-	100.00%	100.00%	25,000.00	25,000.00	-	-	25,000.00	0.00%
01-201-50-899-020	RESERVE FOR UNCOLLECTED TAXES	1,314,799.38	1,314,799.38	-	-	100.00%	100.00%	1,268,585.01	1,268,585.01	1,268,585.01	-	-	100.00%
TOTALS		12,181,541.33	6,752,806.72	1,027,191.59	4,401,543.02	55.43%	63.87%	10,267,654.08	10,742,304.40	5,770,920.40	1,038,885.73	3,932,498.27	53.72%



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Finance Department**  
**Jennifer Semler, CFO**  
[jsemler@mtnlakes.org](mailto:jsemler@mtnlakes.org)

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Mountain Lakes, NJ 07046  
P -973-334-3131 ext. 2008

To: Mitchell Stern, Borough Manager  
Date: August 1, 2025  
Subject: Second Quarter 2025 Water Budget Report  
Second Quarter 2025 Sewer Budget Report

Attached are the second quarter budget reports for the Water Operating Budget and Sewer Operating Budget, along with the Water and Sewer Billing and Revenue Report. Below are the significant items of note for the second quarter of 2025.

#### Water Operating Budget:

- While the anticipated revenue amount for Water Operating Revenues is flat from 2024 to 2025, the percent of collections for 2025 (39.71%) is higher through the second quarter when compared to the same period of 2024 (31.84%).
- Although the percentage of revenues collected through Q2 is not in line with being halfway through the year, this is expected due to sprinkler meters being billed in only Q3 and Q4. The expectation is that revenue collections will increase more significantly in the second half of the year than is seen in the first half once sprinkler meters are billed.
- It is noted that as of the completion of this review, Q3 billings have occurred, and will be summarized and discussed in the next quarterly report.
- Water Operating Expenditures for 2025 through the second quarter are in line with prior year and are at levels that are expected when passage of time and timing of bills are considered.
- Expenditures will continue to be monitored monthly and any discrepancies or issues will be investigated and resolved.

#### Sewer Operating Budget:

- The anticipated revenue amount for Sewer Rents is lower in 2025 than in 2024. While Sewer Rent collections in dollars for 2025 have decreased from 2024, the percentage of revenue received has actually increased in 2025 (57.03%) as compared to 2024 (46.52%). Based on the amount of time elapsed in 2025 thus far, the collections are generally in line and are slightly favorable when compared to 2024.
- Sewer Operating Expenditures for 2025 through the second quarter are in line with prior year and are at levels that are expected when passage of time and timing of bills are considered.
- Influencing the Sewer Operating – Other Expenses is a large encumbrance for the Parsippany sewer charges. This is expected and is appropriate.

- Expenditures will continue to be monitored monthly and any discrepancies or issues will be investigated and resolved.

Water and Sewer Billing and Revenue:

- Water
  - Total billings, including adjustments, were \$187,987.50 for Q2 2025. This is an increase from Q2 2024 of approximately \$65K.
  - Total payments, including adjustments, were \$157,596.26 for Q2 2025. This is an increase from Q2 2024 of approximately \$27K.
- Sewer
  - Total billings, including adjustments, were \$258,362.81 for Q2 2025. This is an increase from Q2 2024 of approximately \$62K.
  - Total payments, including adjustments, were \$226,348.08 for Q2 2025. This is an increase from Q2 2024 of approximately \$27K.
- There has been an increased effort towards billing based off actual readings (whether automatically or manually) versus estimated readings; these efforts are having a positive effect on the billing and collections.

Please let me know if you have any questions.

Thank you,  
Jen

Borough of Mountain Lakes												
Water Operating - Revenue Budgets												
		Activity to 6/30/2025					Activity to 6/30/2024					
					%	Total Realized				%		
Account Number	Description	Budget	Activity	Balance	Received	in 2024	Budget	Activity	Balance	Received		
05-192-08-501-000	ANTICIPATED SURPLUS	208,658.38	104,329.20	104,329.18	50.00%	109,799.38	109,799.38	54,899.70	54,899.68	50.00%		
05-192-17-000-000	WATER OPERATING REVENUES	865,000.00	343,523.04	521,476.96	39.71%	809,965.68	865,000.00	275,444.17	589,555.83	31.84%		
05-192-17-100-000	MRNA - INTEREST EARNED	-	11,755.64	(11,755.64)		25,590.49	-	14,005.57	(14,005.57)			
TOTALS		1,073,658.38	459,607.88	614,050.50	42.81%	945,355.55	974,799.38	344,349.44	630,449.94	35.33%		
Water Operating - Expenditure Budgets												
		Activity to 6/30/2025						Activity to 6/30/2024				
						%	Total Expended					%
Account Number	Description	Budget	Activity	Encumbered	Balance	Expended	in 2024/2025	Budget	Activity	Encumbered	Balance	Expended
05-201-55-510-001	Water Operating - Salary & Wages	436,610.10	213,259.35	-	223,350.75	48.84%	429,271.46	422,846.25	214,004.97	-	208,841.28	50.61%
05-201-55-520-520	Water Operating - Other Expenses	533,599.34	248,039.27	28,421.70	257,138.37	51.81%	389,982.81	450,115.92	197,845.84	23,708.38	228,561.70	49.22%
05-201-55-527-000	Water - Capital Outlay	50,000.00	-	-	50,000.00	0.00%	36,230.72	50,000.00	6,230.72	-	43,769.28	12.46%
05-201-55-531-000	Water - Social Security	33,400.67	16,021.55	-	17,379.12	47.97%	31,536.65	32,347.74	15,708.30	-	16,639.44	48.56%
05-201-55-532-000	Water - P.E.R.S.	20,048.27	19,168.27	-	880.00	95.61%	19,489.47	19,489.47	19,489.47	-	-	100.00%
TOTALS		1,073,658.38	496,488.44	28,421.70	548,748.24	48.89%	906,511.11	974,799.38	453,279.30	23,708.38	497,811.70	48.93%

Borough of Mountain Lakes												
Sewer Operating - Revenue Budgets												
		Activity to 6/30/2025					Activity to 6/30/2024					
					%	Total Realized				%		
Account Number	Description	Budget	Activity	Balance	Received	in 2024	Budget	Activity	Balance	Received		
07-192-08-501-000	ANTICIPATED SURPLUS	176,117.50	88,058.76	88,058.74	50.00%	117,342.66	117,342.66	58,671.34	58,671.32	50.00%		
07-192-17-000-001	SEWER RENTS	817,970.00	466,528.44	351,441.56	57.03%	818,028.98	837,000.00	389,398.89	447,601.11	46.52%		
07-192-17-001-000	SEWER - MISCELLANEOUS FEES	35,030.00	17,978.89	17,051.11	51.32%	43,025.03	20,000.00	18,958.78	1,041.22	94.79%		
07-192-17-200-000	MISC REVENUE NOT ANTIC (MRNA)	-	-	-		40.00	-	19.20	(19.20)			
TOTALS		1,029,117.50	572,566.09	456,551.41	55.64%	978,436.67	974,342.66	467,048.21	507,294.45	47.93%		
Sewer Operating - Expenditure Budgets												
		Activity to 6/30/2025						Activity to 6/30/2024				
					%	Total Expended					%	
Account Number	Description	Budget	Activity	Encumbered	Balance	Expended	in 2025/2024	Budget	Activity	Encumbered	Balance	Expended
07-201-55-510-001	Sewer Operating - Salary & Wages	253,466.00	123,873.97	-	129,592.03	48.87%	249,836.32	271,745.20	130,662.06	-	141,083.14	48.08%
07-201-55-520-520	Sewer Operating - Other Expenses	726,680.79	320,023.30	247,867.55	158,789.94	78.15%	623,851.85	652,634.79	279,849.80	239,453.40	133,331.59	79.57%
07-201-55-527-000	Sewer Operating - Capital Outlay	15,000.00	-	-	15,000.00	0.00%	-	15,000.00	-	-	15,000.00	0.00%
07-201-55-531-000	Sewer Operating - Social Security	19,390.15	9,047.10	-	10,343.05	46.66%	18,154.59	20,788.51	9,412.87	-	11,375.64	45.28%
07-201-55-532-000	Sewer Operating - P.E.R.S.	14,580.56	13,940.56	-	640.00	95.61%	14,174.16	14,174.16	14,174.16	-	-	100.00%
TOTALS		1,029,117.50	466,884.93	247,867.55	314,365.02	69.45%	906,016.92	974,342.66	434,098.89	239,453.40	300,790.37	69.13%



<b>Borough of Mountain Lakes</b>					
<b>Water and Sewer - Billing and Revenue</b>					
<b>Q2 2025</b>					
	<i>April</i>	<i>May</i>	<i>June</i>	<i>Q2</i>	<i>Q2 - PY</i>
<b>Water:</b>					
Beginning Balance	30,329.61	869,206.54	115,806.84	30,329.61	23,185.49
Adjustments (+/-)	(406.25)	(7,245.21)	1,069.28	(6,582.18)	1,346.63
Billed - Including Adjustments	850,604.84	(665,019.65)	2,402.31	187,987.50	123,422.66
Receipts - Including Adjustments	(11,321.66)	(81,134.84)	(65,139.76)	(157,596.26)	(130,446.86)
Ending Balance	869,206.54	115,806.84	54,138.67	54,138.67	17,507.92
	<i>April</i>	<i>May</i>	<i>June</i>	<i>Q2</i>	<i>Q2 - PY</i>
<b>Sewer:</b>					
Beginning Balance	38,441.07	305,672.67	163,494.85	38,441.07	31,705.16
Adjustments (+/-)	-	(747.22)	1,124.72	377.50	(2,260.15)
Billed - Including Adjustments	279,348.07	(23,072.60)	2,087.34	258,362.81	196,586.34
Receipts - Including Adjustments	(12,116.47)	(118,358.00)	(95,873.61)	(226,348.08)	(198,879.56)
Ending Balance	305,672.67	163,494.85	70,833.30	70,833.30	27,151.79

Water and Sewer Billing by Quarter 2018 - 2025													
In Gallons													
	1Q		2Q		3Q		4Q		Total		Total	Total	Total
	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Water & Sewer	Water & Sewer	Water Res & Comm
2018													
Residential	22,446,514.44	23,300,720.20	21,776,923.76	21,640,726.32	27,307,292.16	26,872,337.56	20,798,653.72	21,224,128.40	92,329,384.08	93,037,912.48	185,367,296.56	185,367,296.56	92,329,384.08
Yard	33,709.00	-	12,321,982.44	-	17,198,510.32	-	19,100.00	-	29,573,301.76	-	29,573,301.76	29,573,301.76	-
Commercial	3,226,183.48	3,147,937.00	5,651,948.24	3,187,636.00	5,885,141.04	4,933,749.80	3,068,505.36	3,229,948.36	17,831,778.12	14,499,271.16	32,331,049.28	32,331,049.28	17,831,778.12
	25,706,406.92	26,448,657.20	39,750,854.44	24,828,362.32	50,390,943.52	31,806,087.36	23,886,259.08	24,454,076.76	139,734,463.96	107,537,183.64	247,271,647.60	247,271,647.60	110,161,162.20
2019													
Residential	20,962,108.84	20,860,361.96	22,743,753.68	22,384,406.92	26,179,373.44	24,992,783.76	24,748,316.12	24,986,100.32	94,633,552.08	93,223,652.96	187,857,205.04	187,857,205.04	94,633,552.08
Yard	-	-	9,717,477.60	-	17,016,834.56	-	4,488.00	-	26,738,800.16	-	26,738,800.16	26,738,800.16	-
Commercial	3,184,787.68	3,271,117.96	5,732,355.40	4,905,997.76	7,939,715.84	6,659,473.88	3,954,193.24	3,843,173.24	20,811,052.16	18,679,762.84	39,490,815.00	39,490,815.00	20,811,052.16
	24,146,896.52	24,131,479.92	38,193,586.68	27,290,404.68	51,135,923.84	31,652,257.64	28,706,997.36	28,829,273.56	142,183,404.40	111,903,415.80	254,086,820.20	254,086,820.20	115,444,604.24
2020													
Residential	16,901,849.88	17,705,309.64	28,417,748.60	26,505,730.76	29,617,417.48	28,878,829.56	21,933,298.08	22,289,529.12	96,870,314.04	95,379,399.08	192,249,713.12	192,249,713.12	96,870,314.04
Yard	-	-	12,723,972.08	-	19,910,212.16	-	233,414.04	-	32,867,598.28	-	32,867,598.28	32,867,598.28	-
Commercial	4,347,081.56	4,086,096.56	3,583,187.12	2,371,519.76	6,612,500.56	3,700,742.28	2,467,370.68	2,208,979.68	17,010,139.92	12,367,338.28	29,377,478.20	29,377,478.20	17,010,139.92
	21,248,931.44	21,791,406.20	44,724,907.80	28,877,250.52	56,140,130.20	32,579,571.84	24,634,082.80	24,498,508.80	146,748,052.24	107,746,737.36	254,494,789.60	254,494,789.60	113,880,453.96
2021													
Residential	21,152,078.80	21,384,174.96	28,418,898.96	27,239,013.00	22,507,333.52	22,038,915.92	23,230,304.56	23,318,392.96	95,308,615.84	93,980,496.84	189,289,112.68	189,289,112.68	95,308,615.84
Yard	41,074.96	-	15,409,320.48	-	14,898,857.64	-	18,879.60	-	30,368,132.68	-	30,368,132.68	30,368,132.68	-
Commercial	4,120,849.84	3,857,399.84	8,004,680.48	4,560,433.92	7,212,836.04	4,671,035.68	3,244,004.36	2,929,952.88	22,582,370.72	16,018,822.32	38,601,193.04	38,601,193.04	22,582,370.72
	25,314,003.60	25,241,574.80	51,832,899.92	31,799,446.92	44,619,027.20	26,709,951.60	26,493,188.52	26,248,345.84	148,259,119.24	109,999,319.16	258,258,438.40	258,258,438.40	117,890,986.56
2022													
Residential	17,974,511.24	18,203,204.92	26,042,142.60	25,338,246.48	27,992,694.04	27,482,293.08	18,335,502.32	19,121,036.40	90,344,850.20	90,144,780.88	180,489,631.08	180,489,631.08	90,344,850.20
Yard	204.96	-	11,455,515.32	-	22,195,926.92	-	255,094.32	-	33,906,741.52	-	33,906,741.52	33,906,741.52	-
Commercial	2,546,152.20	2,287,952.20	5,554,971.00	3,692,778.72	8,467,266.76	5,253,678.92	3,300,478.00	3,234,978.00	19,868,867.96	14,469,387.84	34,338,255.80	34,338,255.80	19,868,867.96
	20,520,868.40	20,491,157.12	43,052,628.92	29,031,025.20	58,655,887.72	32,735,972.00	21,891,074.64	22,356,014.40	144,120,459.68	104,614,168.72	248,734,628.40	248,734,628.40	110,213,718.16
2023													
Residential	17,256,615.56	16,129,577.36	24,166,664.84	23,859,835.60	34,274,423.36	33,449,431.52	21,119,938.92	21,213,086.24	96,817,642.68	94,651,930.72	191,469,573.40	191,469,573.40	96,817,642.68
Yard	711,188.48	-	14,241,554.12	-	28,199,790.12	-	-	-	43,152,532.72	-	43,152,532.72	43,152,532.72	-
Commercial	3,022,481.92	2,871,621.28	5,015,799.28	3,076,640.60	17,415,319.20	14,893,003.12	3,735,647.00	3,619,360.00	29,189,247.40	24,460,625.00	53,649,872.40	53,649,872.40	29,189,247.40
	20,990,285.96	19,001,198.64	43,424,018.24	26,936,476.20	79,889,532.68	48,342,434.64	24,855,585.92	24,832,446.24	169,159,422.80	119,112,555.72	288,271,978.52	288,271,978.52	126,006,890.08
2024													
Residential	20,201,288.08	20,597,064.44	23,474,046.24	19,708,314.36	25,578,914.76	15,379,216.04	25,124,866.64	26,519,594.04	94,379,115.72	82,204,188.88	176,583,304.60	176,583,304.60	94,379,115.72
Yard	-	-	8,883,691.00	-	21,307,251.16	-	-	-	30,190,942.16	-	30,190,942.16	30,190,942.16	-
Commercial	2,073,327.72	2,125,827.72	3,183,934.28	3,933,014.68	4,714,936.28	3,697,788.16	7,643,644.88	7,120,105.88	17,615,843.16	16,876,736.44	34,492,579.60	34,492,579.60	17,615,843.16
	22,274,615.80	22,722,892.16	35,541,671.52	23,641,329.04	51,601,102.20	19,077,004.20	32,768,511.52	33,639,699.92	142,185,901.04	99,080,925.32	241,266,826.36	241,266,826.36	111,994,958.88
2025													
Residential	36,105,860.24	34,983,045.16							36,105,860.24	34,983,045.16	71,088,905.40	71,088,905.40	36,105,860.24
Yard	-	-		-					-	-	-	-	-
Commercial	4,611,394.72	4,541,577.72							4,611,394.72	4,541,577.72	9,152,972.44	9,152,972.44	4,611,394.72
	40,717,254.96	39,524,622.88	-	-	-	-	-	-	40,717,254.96	39,524,622.88	80,241,877.84	80,241,877.84	40,717,254.96
	* Note:												
	1st Quarter use is January-March current year		2nd Quarter use is April-June current year		3rd Quarter use is July-September current year		4th Quarter use is October-December current year						

## Reserve Accounts - 2025

Borough of Mountain Lakes 2025 Reserve Accounts												
		<i>Balance</i>	<i>1st Qtr 2025</i>		<i>2nd Qtr 2025</i>		<i>3rd Qtr 2025</i>		<i>4th Qtr 2025</i>		<i>Balance</i>	<i>At or Above</i>
	<i>Target Per Policy</i>	<i>12/31/2024</i>	<i>Increases</i>	<i>Decreases</i>	<i>Increases</i>	<i>Decreases</i>	<i>Increases</i>	<i>Decreases</i>	<i>Increases</i>	<i>Decreases</i>	<i>12/31/2025</i>	<i>Policy?</i>
Reserve for Tax Appeals <i>01-275-55-000-000</i>	\$150,000 - \$200,000	426,123.95	-	1,791.00	-	955.20					423,377.75	Yes
Reserve for Storm Recovery <i>18-300-70-000-208</i>	\$300,000	384,998.71	-	-	-	38,735.58					346,263.13	Yes
Reserve for Accum. Absences <i>18-300-70-000-207</i>	\$67,929.70	52,231.97	10,000.00	-	-	-					62,231.97	No
<i>User Friendly Budget sheet 9</i>												
Reserve for Liability Insurance <i>18-300-70-000-209</i>	\$25,000 - \$50,000	50,000.00	-	-	-	-					50,000.00	Yes
Capital Improvement Fund <i>04-225-55-000-000</i>	\$100,000	7,591.13	77,795.99	-	-	67,796.00					17,591.12	No
Premium on Bonds <i>04-400-65-000-000</i>		477.91	-	-	-	477.91					-	
			<i>1st Qtr 2025</i>		<i>2nd Qtr 2025</i>		<i>3rd Qtr 2025</i>		<i>4th Qtr 2025</i>			
			<i>Payments</i>		<i>Payments</i>		<i>Payments</i>		<i>Payments</i>		<i>Total</i>	
Tax Appeals paid from Fund Balance			-		-						-	
<i>* Premium on Bonds is part of the General Capital Fund Balance. The balance as of 12/31/2024 is the premium from the 2017 bond sale.</i>												

Capital and Trust Accounts Cash Balances - 2025

<b>Borough of Mountain Lakes</b>			
<b>Capital and Trust Accounts</b>			
<i>Fund</i>			<i>Cash Balance</i>
<i>Number</i>			<i>6/30/2025</i>
4	General Capital		2,106,880.22
	Subaccounts - Part of the cash balance:		
	Capital Improvement Fund Balance	17,591.12	
	Premium on Bonds - Part of Fund Balance	-	
6	Water Capital		14,139.18
8	Sewer Capital		40,349.52
12	Payroll Agency		92,048.10
13	Animal Control		8,348.94
14	Unemployment		55,318.04
17	Developer's Escrow - Includes cash bonds		86,707.61
18	Other Trust		476,205.10
	Subaccounts:		
	Due from Curent Fund	1,538.85	
	Reserve for Municipal Alliance	3,674.76	
	Reserve for Parking Offenses Adj. Act	278.69	
	Fire Marshall Trust	7,889.76	
	Tax Sale Premiums	-	
	Video Systems for Police Cars	1,419.50	
	Reserve for Accumulated Absences	62,231.97	
	Reserve for Storm Recovery	346,263.13	
	Reserve for Liability Insurance	50,000.00	
	Reserve for Abandoned, Vacant, Forclosed Prop.	2,908.44	
19	Police Outside Services		7,386.27
20	Affordable Housing		90,061.34
23	Police Forfeiture of Assets		3,408.19
26	Flexible Spending		5,147.56
32	Shade Tree Trust		23,659.39
33	Recreation		456,345.94
	Subaccounts:		
	Due from Curent Fund	7,444.31	
	Reserve for Encumbrances	29,151.58	
	Historic Preservation Comm.	34,368.61	
	Mountain Lakes Centennial Comm.	12,638.63	
	Various Recreation Programs	372,742.81	
49	Net Payroll		207.75

Capital Cash Flow Analysis - 2025

	Balances as of	July	August	September	October	November	December	January	After January	Expected
	6/30/2025	2025	2025	2025	2025	2025	2025	2026	2026	Future Balance
<i>Beginning Cash Balance</i>		3,648,383.28	3,596,726.01	3,502,893.02	3,210,877.35	2,811,783.17	2,763,538.95	2,674,955.28	2,571,927.97	
Ord. 6-16 Various Improvements	21,160.40		6,000.00	6,000.00					9,160.40	-
Ord. 5-17 Various Improvements	6,917.96				6,917.96				-	-
Ord. 4-18 Various Improvements	9,787.63		287.63						9,500.00	-
Ord 2-19 Various Improvements	6,694.73								6,694.73	-
Ord. 4-20 Various Improvements	63.01			63.01					-	-
Ord. 8-20 Borough Hall	367.08			367.08					-	-
Ord. 10-21 Various Improvements	38,918.47	7,575.00	3,000.00	10,000.00	10,000.00	1,500.00	1,500.00	1,500.00	3,843.47	-
Ord. 2-22 Various Improvements	96,288.01		2,100.00	30,000.00	30,000.00				34,188.01	-
Ord. 2-23 Improv. To Tennis Courts	3,826.89					3,826.89			-	-
Ord. 6-23 Cap. Amendment Equipment	578.89				578.89				-	-
Ord. 8-23 Various Improvements	1,060,434.47	2,571.00	2,500.00	3,500.00	85,870.00	85,870.00			880,123.47	-
Ord. 12-23 Improv. To Sunset Dam	10,203.59		149.60	10,000.00					53.99	-
Ord. 13-23 Improv. To Municipal Bldg.	1,196.53		1,167.38						29.15	-
Ord. 3-24 Various improvements	346,901.21		7,101.05	60,000.00	60,000.00	60,000.00	60,000.00	60,000.00	39,800.16	-
Ord. 6-24 Improv. To Sunset Dam	79,447.69	10,000.00	25,000.00	25,000.00					19,447.69	-
Ord. 7-24 Const. of PFOA/PFOS Treatment Plan	148,021.29	6,680.00	21,527.33	21,527.33	21,527.33	21,527.33	21,527.33	21,527.31	12,177.33	-
Ord. 8-24 Improv. of Train Station	107,805.00								107,805.00	-
Ord. 8-25 Various Improvements	1,571,770.43	24,320.00	25,000.00	175,000.00	175,000.00	50,000.00	10,000.00	20,000.00	1,092,450.43	-
Ord. 12-25 Various Improvements	138,000.00	511.27		9,200.00	9,200.00				119,088.73	-
	3,648,383.28									-
Total Expenditures		51,657.27	93,832.99	350,657.42	399,094.18	222,724.22	93,027.33	103,027.31	2,334,362.56	
Cash Balance		3,596,726.01	3,502,893.02	3,152,235.60	2,811,783.17	2,589,058.95	2,670,511.62	2,571,927.97	237,565.41	
+ Sunset Lake Dam Loan Reimbursement										
+ DOT Grant Reimbursement - Powerville Road				58,641.75						
+ DOT Grant Reimbursement - Briarcliff						174,480.00				
+ Current budget Capital Improvement Fund										
- To Current (Reserve to pay debt service, Fund Balance)										
+ Note Sale - additional proceeds										
+ Payment due from Current Fund							4,443.66			
- Payment due to Current Fund										
Total Cash		3,596,726.01	3,502,893.02	3,210,877.35	2,811,783.17	2,763,538.95	2,674,955.28	2,571,927.97	237,565.41	
Cash Balance 6/30/25	2,106,880.22									
Due from ST of NJ Sunset Lake Dam	-									
Due from DOT - Powerville Road	58,641.75									
Due from DOT - Briarcliff	174,480.00									
Due from Current Fund	4,443.66									
Deferred Charges Unfunded:										
Ord. 2-22 Various Improvements	837,957.00									
Ord. 8-23 Various Improvements	1,203,202.00									
Ord. 12-23 Improvements To Sunset Dam	809,000.00									
Ord. 13-23 Improvements to Municipal Building	992,750.00									
Ord. 3-24 Various Improvements	962,851.00									
Ord. 6-24 Improvements To Sunset Dam	333,000.00									
Ord. 7-24 PFOS Treatment Plan	208,000.00									
Ord. 8-24 Improvement of Train Station	104,200.00									
Ord. 8-25 Various Improvements	1,288,124.00									
	9,083,529.63									
Capital Balances	3,648,383.28	<i>Agrees to Detail Above</i>								
Capital Improvement Fund	17,591.12									
Reserve for Payment of Debt Service	-									
General Capital Fund Balance	70,795.23									
BANs Payable	5,346,760.00									
Due to Current Fund	-									
	9,083,529.63									



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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

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

TO: Honorable Mayor and Borough Council  
SUBJ: Manager's Report for the Borough Council meeting of August 25, 2025  
CC: Robert Oostdyk, Borough Attorney

**Garden Club Flower Show** – I have recently met with representatives of our Garden Club. The club is requesting use of Borough Hall for their 2026 flower show. Holding the show at Borough Hall will allow the club an updated venue for their show and will allow us to show off our renovated facility. Once the club settles on a date, I will share it with you.

**Recycling Rate Increase Recognition** – The Borough has been recognized by the Morris County Municipal Utilities Authority for having the most improved recycling rate from 2024 to 2025, for the communities the Authority represents.

**Annual Road Paving** – All scheduled work has been completed.

**Solid Waste Contract** – December 31<sup>st</sup> ends our existing solid waste contract. We are working to complete the specifications for a new public bid process. The new contract will contain the same terms, collection schedules and requirements as the existing contract. I will keep you updates as the process moves along.

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

Respectfully,

Mitchell

## RESOLUTION AND ORDINANCE REVIEW FOR THE AUGUST 25, 2025 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

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### **RESOLUTIONS**

**R138-25, REQUESTING APPROVAL OF ITEM OF REVENUE AND APPROPRIATION UNDER N.J.S.A. 40A: 4-87 FOR THE FY2026 HIGHLANDS PROTECTION FUND – PLAN CONFORMANCE FUNDING GRANTS - \$112,200.00** - passage of this resolution will amend the Borough's 2025 budget to include the \$112,200 Highlands grant for the Borough to complete tasks one through four of the proposed lakes management study.

**R139-25, AUTHORIZING THE AWARD OF CONTRACT FOR BOULEVARD WALKWAY RESURFACING PROJECT – PHASE 2** - this resolution authorizes the Borough Manager to enter into a contract with Salmon Bros. Inc. in the amount of \$152,835.00 for the Boulevard Walkway Resurfacing Project. The Borough Engineer and Borough Attorney reviewed bids that were submitted and have recommended the award.

**R140-25, CHOOSING NOT TO RENEW THE EXISTING SITE LEASES, TO ASSUME OWNERSHIP OF THE TOWER AT 400 BOULEVARD, AND TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSAL FOR THE AVAILABLE TOWER ELEVATIONS AND GROUND SPACE** – this resolution authorizes the Borough to decline renewal of existing telecommunications leases at 400 Boulevard. The Borough will assume ownership of the tower and initiate a public bidding process for leasing tower elevations and ground space, enhancing municipal control and optimizing revenue in the public interest.

**R141-25, AUTHORIZING THE AWARD OF CONTRACT TO ALDEN BAILEY RESTORATION FOR THE MOUNTAIN LAKES TRAIN STATION EXTERIOR RESTORATION** - this resolution authorizes the Borough Manager to enter into a contract with Alden Bailey Restoration. in the amount of \$652,810.00 for the Mountain Lakes Train Station Exterior Restoration. The Borough's historic preservation professional, Connolly & Hickey, reviewed the bids that were submitted and have recommended the award.

**R142-25, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$6,334,483 BOND ANTICIPATION NOTES OF THE BOROUGH OF MOUNTAIN LAKES** - this resolution allows the Borough to borrow money on a short-term basis to finance authorized improvement projects.

**R143-25, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR LAKE AND WATERSHED MANAGEMENT PLAN BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND PRINCETON HYDRO, LLC** – this resolution authorizes the Borough to enter into an agreement with Princeton Hydro to complete tasks one through four of the proposed lakes management study. There is no cost to the Borough, as it is fully funded through a Highlands grant.

**R144-25, AMENDING PERSONNEL POLICY AND PROCEDURE MANUAL** - this resolution authorizes amendments to various policies contained in the Personnel Policy and Procedure Manual. The JIF has recommended some of these modifications and the personnel subcommittee has reviewed the proposed changes. See memo to Personnel Subcommittee for more information.

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### **ORDINANCES TO INTRODUCE**

None.

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### **ORDINANCES TO ADOPT**

None.

If you have any questions prior to the meeting, please feel free to contact me.

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

**RESOLUTION 137-25**

**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 **August 25, 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 August 25, 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: 08/27/2025 For bills from 07/25/2025 to 08/21/2025

Check#	Vendor	Description	Payment	Check Total
ACH	219 - ACCESS	PO 31299 ADMIN: CUST# 156NFY04790 - AUG 2025	98.94	98.94
25963	2426 - AGL WELDING SUPPLY CO.	PO 30428 DPW - EQUIPMENT & TOOLS - BLANKET	95.10	95.10
25964	4343 - ALARMAX DISTRIBUTORS, INC	PO 31329 FIRE ALARM ANNUNCIATOR REPLACEMENT KEYS	17.90	17.90
25965	206 - ALLEN PAPER & SUPPLY CO.	PO 31283 DPW - CUSTODIAL SUPPLIES - MCCP #25	346.76	346.76
25966	3861 - AMAZON CAPITAL SERVICES	PO 30967 STREET/ROADS: ORDER# 111-0240940-5607406	395.00	
		PO 31234 POLICE: ORDER# 111-1062214-7521050	20.30	
		PO 31250 POLICE: ORDER# 111-9627862-8522649	33.61	
		PO 31267 DPW: ORDER# 111-4710478-1225809	34.85	
		PO 31274 DPW: ORDER# 111-2043466-8377037	192.84	676.60
25967	3861 - AMAZON CAPITAL SERVICES	PO 31293 ADMIN: ORDER# 111-4533749-7567418	143.58	
		PO 31295 DPW: ORDER # 111-2788250-0719422	9.49	
		PO 31305 LIFE GUARD: ORDER# 111-1655453-5173812	116.40	
		PO 31307 POLICE: ORDER# 111-6432981-4735430	14.84	
		PO 31314 POLICE: ORDER# 111-9277218-4547400	335.96	620.27
ACH	189 - ANCHOR ACE HARDWARE	PO 31271 DPW - ANCHOR ACE JULY 2025 ACCT 100161 &	514.00	514.00
ACH	189 - ANCHOR ACE HARDWARE	PO 31271 DPW - ANCHOR ACE JULY 2025 ACCT 100161 &	43.96	43.96
25968	102 - ANDERSON & DENZLER ASSOC., INC	PO 31331 JULY 2025 PROFESSIONAL SERVICES	189.20	
		PO 31331 JULY 2025 PROFESSIONAL SERVICES	851.40	
		PO 31331 JULY 2025 PROFESSIONAL SERVICES	1,362.50	
		PO 31331 JULY 2025 PROFESSIONAL SERVICES	1,740.50	4,143.60
25969	4163 - APPRAISAL SYSTEMS, INC.	PO 30701 2025 PROFESSIONAL SERVICE FOR REASSESSME	6,000.00	6,000.00
25970	4148 - ATAK TRUCKING, INC.	PO 31206 SAND FOR SUMMER RECREATION PROGRAM	995.28	995.28
25971	3957 - ATLANTIC COAST RECYCLING	PO 30792 SOLID WASTE - RECYCLING - 2025 - BLANKET	628.54	628.54
25972	254 - BARCO PRODUCTS, LLC	PO 30989 CONCRETE BENCHES FOR ISLAND BEACH AND BI	2,295.28	2,295.28
25973	3303 - BOROUGH OF CHESTER (MCLM)	PO 31282 LEAGUE SEMINAR 9/17/25	165.00	165.00
25974	3303 - BOROUGH OF CHESTER (MCLM)	PO 31333 LEAGUE SEMINAR 9/17/25	55.00	55.00
25975	4368 - BUY WISE AUTO PARTS, INC.	PO 30866 POLICE: VEHICLE REPAIR BLANKET	513.05	513.05
25976	4135 - CGP&H, LLC	PO 31258 JUNE 2025 PROFESSIONAL SERVICES	100.00	100.00
25977	4090 - CLEAN MAT SERVICES, LLC	PO 30750 2025 FLOOR MAT SERVICE / DPW APR - DEC -	210.66	210.66
25978	4150 - CLEARY GIACOBBE ALFIERIE JACOBS,	PO 31225 JUNE 2025 LEGAL ATTORNEY SERVICES - LABO	770.00	
		PO 31340 JULY 2025 LEGAL ATTORNEY SERVICES - LABO	367.50	1,137.50
25979	1481 - CORE & MAIN, LP	PO 31061 WATER OPERATING - METER REPLACEMENT - MC	700.00	
		PO 31061 WATER OPERATING - METER REPLACEMENT - MC	6,000.00	6,700.00
25980	272 - COUNTY OF BERGEN	PO 31249 FIRE DEPT: Training	990.00	990.00
25981	2396 - COUNTY WELDING SUPPLY CO.	PO 30429 DPW - EQUIPMENT & TOOLS - BLANKET	36.00	36.00
ACH	506 - DAN COMO & SONS, INC	PO 30996 SOLID WASTE: LEAF/BRUSH REMOVAL- BLANKET	600.00	600.00
25982	576 - DAVE'S TIRE, LLC	PO 31215 DPW - VEHICLE REPAIR & MAINTENANCE	388.00	
		PO 31260 DPW - VEHICLE REPAIR & MAINTENANCE	2,672.00	3,060.00
25983	652 - DOVER BRAKE AND CLUTCH CO. INC	PO 30641 DPW - VEHICLE REPAIR & MAINTENANCE - BLA	231.87	231.87
25984	2356 - FIRE DEX, GW LLC	PO 31262 FIRE DEPT: PPE- Cleaning and Repairs	2,027.25	2,027.25
25985	753 - FIRE FIGHTERS EQUIPMENT CO.	PO 31087 BUILDINGS & GROUNDS - SAFETY EQUIPMENT	952.50	952.50
ACH	2517 - FIREFIGHTER ONE, LLC	PO 31080 FIRE DEPT: Mirror Engine 1	1,168.99	1,168.99
25986	765 - FIRST STUDENT, INC	PO 31335 TEEN ADVENTURE BUSING	36,062.50	36,062.50
ACH	653 - GANNET NEW YORK/NEW JERSEY LOCALIQ	PO 30993 CLERK: ADVERTISING	92.04	92.04
25987	4605 - GEESE CHASERS NORTH JERSEY, LLC	PO 30834 PARKS: 2025 GOOSE MANAGEMENT ANNUAL MAIN	1,175.00	1,175.00
25988	3049 - GENERAL CODE	PO 31151 CLERK: CUST#MO1514 - 2025 ANNUAL MAINTEN	1,195.00	1,195.00
25989	831 - GFOA OF NJ	PO 31259 2025 Annual Fall Conference Registration	450.00	450.00
25990	4762 - GPANJ	PO 31285 GPANJ 2025 Membership - Jennifer Semler	50.00	50.00
25991	196 - GRIFFITH-ALLIED TRUCKING, LLC	PO 30965 DPW - UNLEADED GASOLINE - MCCPC CONTRACT	3,329.81	
		PO 31235 DPW - UNLEADED GASOLINE - MCCPC CONTRACT	5,394.25	8,724.06
ACH	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 30749 2025 ARCHIVE STORAGE ACCT 01QA0220 - 20	1,327.56	1,327.56
25992	911 - HOME DEPOT CREDIT SERVICES	PO 30357 DPW - DEPARTMENT SUPPLIES - BLANKET - 18	177.58	
		PO 30561 WATER OPERATING - DEPARTMENTAL SUPPLIES	118.88	
		PO 30663 DPW - BUILDING MAINTENANCE - BLANKET - 1	559.02	855.48
25993	911 - HOME DEPOT CREDIT SERVICES	PO 30664 WATER OPERATING - DEPARTMENTAL SUPPLIES	359.28	
		PO 30922 DPW - DEPARTMENT SUPPLIES - BLANKET - 18	646.08	
		PO 31176 DPW - PERSONAL SAFETY EQUIPMENT 18-FLEET	789.07	1,794.43
25994	911 - HOME DEPOT CREDIT SERVICES	PO 31237 BUILDING & GROUNDS - SUPPLIES - NJ STATE	180.60	
		PO 31238 PARKS & PLAYGROUNDS - FIREWORKS - 18-FLE	248.39	
		PO 31270 PARKS & BEACHES - GENERAL MAINTENANCE -	206.79	635.78
25995	949 - HOOVER TRUCK CENTER	PO 31269 DPW - VEHICLE REPAIR & MAINTENANCE	442.19	442.19
ACH	4209 - HUNTER CARRIER SERVICES	PO 30909 ADMIN: 2025 PHONES - ACCT BOML- BLANKET	1,085.20	1,085.20
25996	4670 - HUTCHINS HVAC, INC	PO 31248 HVAC SYSTEMS - REPAIRS	2,000.00	
		PO 31341 HVAC MAINTENANCE SERVICE CONTRACT - 8042	2,855.00	4,855.00
25997	3817 - IL TORRENTE PIZZA	PO 31257 WATER OPERATING - MEALS	37.67	37.67
25998	859 - JCP&L	PO 31325 ACCT#100 076 421 971/ BILL PRD: 7/8 - 8/	738.47	
		PO 31326 MAST ACCT# 200 000 021 275 / BILL DATE:	8,259.22	
		PO 31328 STREET LIGHTING - ASSORTED ACCOUNTS - JU	4,467.72	
		PO 31330 MASTER ACCT#200 000 574 000/ BILL DATE:	77.51	13,542.92

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

Meeting Date: 08/27/2025 For bills from 07/25/2025 to 08/21/2025

Check#	Vendor	Description	Payment	Check Total
25999	3959 - JEFFERSON RECYCLING II, LLP	PO 31273 DPW - RECYCLING OF CONCRETE	100.00	100.00
26000	4319 - JMS PRINTING, LLC	PO 31302 PFOA LETTER - PRINTING, FOLDING & STUFFI	938.79	938.79
26001	4730 - JOE MOONEY	PO 31227 DAMAGE REIMBURSEMENT	782.95	782.95
26002	1090 - KENVIL POWER MOWER	PO 31219 DPW - EQUIPMENT REPAIR - BLANKET	285.86	285.86
26003	1177 - LAKELAND TRACK AND FIELD, INC	PO 31309 FALL 2025 JR CROSS COUNTRY LEAGUE FEE	850.00	850.00
26004	4563 - LAURIE STEPPER	PO 30961 REIMBURSEMENT BLANKET - SUMMER EXPENSES	50.00	
		PO 30961 REIMBURSEMENT BLANKET - SUMMER EXPENSES	100.00	150.00
26005	4537 - LEXIPOL, LLC	PO 31138 POLICE: ACCREDIATION	12,495.00	12,495.00
26006	4529 - MAG ELECTRIC AND LIGHTING DESIGN, LLC	PO 31301 HVAC - POWER ISSUE	200.00	200.00
26007	4759 - MAUREEN MCSHARRY	PO 31242 REIMBURSEMENT - DRIVEWAY PROJECT	2,100.00	2,100.00
26008	2790 - MC PUBLIC SAFETY TRAINING ACADEMY	PO 31236 FIRE DEPT: Training	250.00	
		PO 31311 FIRE DEPT: Training	50.00	300.00
26009	1338 - MGL PRINTING SOLUTIONS, LLC	PO 31038 CLERK: 2026 DOG/CAT LICENSES	483.00	
		PO 31280 WATER/SEWER: BILLS WITH PRESORT LABEL	519.00	
		PO 31280 WATER/SEWER: BILLS WITH PRESORT LABEL	602.00	
		PO 31296 ADMIN: ENVELOPES	204.50	1,808.50
26010	4760 - MICHAEL SCHUTZ	PO 31244 REIMBURSEMENT FOR FINGERPRINTS	57.73	57.73
26011	1455 - MICRO SYSTEMS-NJ.COM, L.L.C.	PO 30285 TAX ASSESSOR: 2025 NOTICES	3,008.04	
		PO 31289 TAX COLLECTOR: 2025 ANNUAL EMAIL NOTICE	120.00	3,128.04
26012	1295 - MORRIS COUNTY MUNICIPAL UTILITIES	PO 31342 SOLID WASTE DISPOSAL - JULY 2025	17,297.10	17,297.10
26013	1394 - MTN. LAKES PUBLIC LIBRARY	PO 30659 2025 APR - DEC MTN LAKES PUBLIC LIBRARY	33,460.41	33,460.41
ACH	1472 - MURPHY MCKEON P.C.	PO 30747 LEGAL: 2025 RETAINER FEES - BLANKET (APR	10,000.00	10,000.00
ACH	1472 - MURPHY MCKEON P.C.	PO 31263 JUNE 2025 - LEGAL SERVICES	1,762.50	1,762.50
ACH	1472 - MURPHY MCKEON P.C.	PO 31337 JULY 2025 - LEGAL SERVICES	120.00	120.00
ACH	4235 - NET2PHONE INC	PO 30295 2025 DEDICATED EFAX LINE - ACCT# 954962	32.67	32.67
26014	1553 - NEW JERSEY NATURAL GAS	PO 31338 NATURAL GAS: JULY - AUG 2025 SERVICE	1,061.06	1,061.06
26015	4357 - NIELSEN FORD OF MORRISTOWN, INC	PO 31261 DPW - VEHICLE REPAIR & MAINTENANCE - BLA	185.50	185.50
26016	1522 - NISIVOCIA & COMPANY LLP	PO 31303 Professional services rendered in connec	7,500.00	7,500.00
26017	2714 - NISIVOCIA, LLP, CPA'S	PO 31275 2025 BOROUGH MUNICIPALITY DUES	100.00	100.00
26018	2676 - NORTH JERSEY COPY	PO 31013 DPW: BUSINESS CARDS FOR DPW ADMIN	110.95	110.95
26019	1754 - NORTHEAST COMMUNICATIONS, INC.	PO 31266 FIRE DEPT: Rescue truck repairs	580.00	
		PO 31322 POLICE: RADIO/MIC REPAIR	196.00	776.00
ACH	2727 - ONE CALL CONCEPTS, INC.	PO 31023 ACCT# 12-BML / 2025 MAY - DECEMBER BLAN	306.50	306.50
26020	4143 - PITNEY BOWES GLOBAL FINANCIAL SVCS, LLC	PO 31254 POSTAGE MACHINE: 2025 LEASE - ACCT# 3312	448.05	448.05
26021	4151 - PITNEY BOWES, INC	PO 31241 ADMIN: POSTAGE INK ORDER# 25991115	129.18	129.18
26022	1714 - POWER PLACE, INC.	PO 30680 DPW - EQUIPMENT REPAIR - BLANKET	22.53	22.53
26023	4600 - PROSHRED NORTHERN NEW JERSEY	PO 30935 ADMIN: SHREDDING SERVICES ACCT# 30-00000	120.00	120.00
26024	3028 - REINER GROUP, INC	PO 31229 BORO HALL A/C	3,193.50	
		PO 31300 BORO HALL A/C	372.00	3,565.50
26025	4025 - RUTGERS UNIVERSITY-NEWARK	PO 31278 EMPA REGISTRATION - CARA FOX	6,594.55	6,594.55
26026	1944 - SAMUEL STOTHOFF CO., INC.	PO 30879 WATER - WELL PUMP #5	26,800.00	26,800.00
26027	1948 - SHEAFFER SUPPLY, INC.	PO 30666 DPW - DEPARTMENT SUPPLIES - BLANKET	117.95	117.95
26028	4186 - SHI INTERNATIONAL CORP	PO 31288 FINANCE: 2025 ADOBE LICENSING - 1 YEAR	54.05	54.05
26029	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 31239 POLICE: ORDER# 7662023974	280.41	
		PO 31264 DPW: ORDER# 7662575997	36.41	316.82
26030	4764 - STATE OF NJ - DEPT OF LAW & PUBLIC SAFET	PO 31320 POLICE: TRAINING - BLAIR AND BORST - MOR	1,000.00	1,000.00
ACH	1981 - SUBURBAN DISPOSAL, INC	PO 30785 SOLID WASTE / RECYCLING COLLECTION - BLA	71,949.99	71,949.99
26031	2961 - SYN-TECH SYSTEMS, INC	PO 31268 DPW - FUEL SYSTEM TECHNICAL SUPPORT	84.00	84.00
26032	4578 - T-MOBILE	PO 31319 DATA SERVICE FOR IPADS -JUNE to JULY -	107.85	107.85
26033	4310 - TAILORED AUTOBODY & SERVICE	PO 31178 POLICE: VEHICLE REPAIR - 2022 FORD INTER	736.40	736.40
ACH	434 - THE COMMUNITY CHURCH OF ML	PO 31316 RENTAL SPACE FOR HPC - SEPT 2025	500.00	500.00
ACH	4591 - TIGRIS	PO 30765 LAKES MANAGEMENT: 2025 MARCH-DECEMBER SE	6,810.00	6,810.00
26034	4191 - TRANSUNION RISK & ALTERNATIVE DATA SOLUT	PO 31306 POLICE: JULY 2025 DATA SEARCH MISC.	75.00	75.00
ACH	4088 - TURN OUT UNIFORMS, INC	PO 30959 POLICE: UNIFORM PURCHASE - ZACH WALSH	197.50	197.50
26035	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 30656 2025 SEWER MAINTENANCE CHARGES - APR - D	41,226.06	41,226.06
ACH	1062 - UNITED SITE SERVICES	PO 31246 PORTA JOHNS: JULY - AUG 2025 - CUST ID#	1,543.72	1,543.72
26036	2135 - VERIZON WIRELESS	PO 31323 POLICE: PHONE/ ACCT# 882388054-00001	683.81	683.81
26037	170 - VICKI ALLISON	PO 31310 REIMBURSEMENT: SNACK SHACK ITEMS	320.00	
		PO 31310 REIMBURSEMENT: SNACK SHACK ITEMS	258.00	578.00
26038	4177 - WEINER LAW GROUP, LLP	PO 31332 JULY PROFESSIONAL SERVICES PLANNING BOAR	600.00	600.00
26039	4754 - WOODARD CREATIVE CARVINGS, LLC	PO 31279 SAND SCULPTING CLASS FOR ADULTS	440.00	440.00
TOTAL				367,359.40

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

Meeting Date: 08/27/2025 For bills from 07/25/2025 to 08/21/2025

Check#	Vendor	Description	Payment	Check Total	
Summary By Account					
ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	9,105.68			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	155.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	1,287.04			
01-201-20-130-020	FINANCE - OTHER EXPENSES	500.00			
01-201-20-140-020	COMPUTER SERVICES	54.05			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	120.00			
01-201-20-150-020	TAX ASSESSOR - OTHER EXPENSES	9,008.04			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	13,020.00			
01-201-20-165-020	ENGINEERING SERVICES	1,740.50			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	600.00			
01-201-21-181-020	HISTORIC PRESERVAT'N COMMITTEE	500.00			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	107.85			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	14,615.01			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	4,486.24			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	5,059.71			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	90,027.01			
01-201-26-306-020	Recycling Tax	448.62			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	10,107.84			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	4,760.43			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	1,112.79			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	9,819.40			
01-201-29-390-020	AID TO PUBLIC LIBRARY	33,460.41			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	738.47			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	4,467.72			
01-201-31-437-020	NATURAL GAS	1,061.06			
01-201-31-440-020	TELECOMMUNICATIONS	1,801.68			
01-201-31-447-020	PETROLEUM PRODUCTS	8,724.06			
01-203-26-290-020	(2024) STREETS & ROADS - OTHER EXP.		192.84		
01-203-26-315-020	(2024) VEHICLE REPAIRS & MAINTENANCE		580.00		
01-260-05-100	DUE TO CLEARING			0.00	227,661.45
TOTALS FOR	Current Fund	226,888.61	772.84	0.00	227,661.45
02-200-40-700-560	RECREATON GRANT	1,362.50			
02-260-05-100	DUE TO CLEARING			0.00	1,362.50
TOTALS FOR	FEDERAL AND STATE GRANTS	1,362.50	0.00	0.00	1,362.50
04-215-55-991-000	2021 CAPTIAL ORDINANCE 10-21			700.00	
04-215-55-992-000	2022 CAPITAL ORDINANCE 2-22			3,150.00	
04-215-55-996-000	2023 CAPITAL ORDINANCE 8-23			1,522.50	
04-215-55-997-000	CAPITAL ORD. 12-23			1,140.00	
04-215-55-999-000	2024 CAPITAL ORDINANCE 3-24			1,222.50	
04-215-56-800-000	2024 CAPITAL ORDINANCE 6-24			472.50	
04-215-56-801-000	2024 CAPITAL ORDINANCE 7-24			292.50	
04-215-56-803-000	2025 CAPITAL ORDINANCE 8-25			1,800.00	
04-260-05-100	DUE TO CLEARING			0.00	10,300.00
TOTALS FOR	General Capital	0.00	0.00	10,300.00	10,300.00
05-201-55-520-520	Water Operating - Other Expenses	17,876.89			
05-203-55-520-520	(2024) Water Operating - Other Expenses		26,800.00		
05-260-05-100	DUE TO CLEARING			0.00	44,676.89
TOTALS FOR	Water Operating	17,876.89	26,800.00	0.00	44,676.89

## Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
07-201-55-520-520	Sewer Operating - Other Expenses	42,094.77			
07-260-05-100	DUE TO CLEARING			0.00	42,094.77
<b>TOTALS FOR</b>	<b>Sewer Operating</b>	<b>42,094.77</b>	<b>0.00</b>	<b>0.00</b>	<b>42,094.77</b>
13-260-05-100	DUE TO CLEARING			0.00	483.00
13-286-56-000-000	RESERVE - ANIMAL LICENSE FUND			483.00	
<b>TOTALS FOR</b>	<b>Animal Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>483.00</b>	<b>483.00</b>
20-260-05-100	Due to Clearing			0.00	100.00
20-300-60-000-000	RESERVE FOR AFFORDABLE HOUSING			100.00	
<b>TOTALS FOR</b>	<b>AFFORDABLE HOUSING</b>	<b>0.00</b>	<b>0.00</b>	<b>100.00</b>	<b>100.00</b>
33-260-05-100	DUE TO CLEARING			0.00	40,680.79
33-600-00-090-000	Recreation Trust Reserves			40,680.79	
<b>TOTALS FOR</b>	<b>Recreation Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>40,680.79</b>	<b>40,680.79</b>

Total to be paid from Fund 01 Current Fund	227,661.45
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	1,362.50
Total to be paid from Fund 04 General Capital	10,300.00
Total to be paid from Fund 05 Water Operating	44,676.89
Total to be paid from Fund 07 Sewer Operating	42,094.77
Total to be paid from Fund 13 Animal Trust	483.00
Total to be paid from Fund 20 AFFORDABLE HOUSING	100.00
Total to be paid from Fund 33 Recreation Trust	40,680.79
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	367,359.40



**List of Bills - (1210101001001) PAYROLL AGENCY-CASH-PROVIDENT BANK****Payroll Agency Account**

Meeting Date: 08/27/2025 For bills from 07/25/2025 to 08/21/2025

Check#	Vendor	Description	Payment	Check Total
5101	4521 - INTERNATIONAL BROTHERHOOD OF TEAMSTERS L	PO 31318 DPW UNION DUES - JULY 2025	361.00	361.00
5102	1392 - MOUNTAIN LAKES POLICE ASSOCIATION	PO 31317 POLICE UNION DUES - JULY 2025	650.00	650.00
TOTAL				1,011.00

**Summary By Account**

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
12-101-01-001-001	PAYROLL AGENCY-CASH-PROVIDENT BANK			0.00	1,011.00
12-200-00-000-800	POLICE UNION DUES	650.00			
12-200-00-000-801	DPW UNION DUES	361.00			
TOTALS FOR	Payroll Agency Account	1,011.00	0.00	0.00	1,011.00

Total to be paid from Fund 12 Payroll Agency Account

1,011.00

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1,011.00

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

Meeting Date: 08/27/2025 For bills from 07/25/2025 to 08/21/2025

Check#	Vendor	Description	Payment	Check Total
5460	102 - ANDERSON & DENZLER ASSOC., INC	PO 31313 JULY 2025 PROFESSIONAL SERVICES - ESCROW	2,127.18	2,127.18
5461	4177 - WEINER LAW GROUP, LLP	PO 31312 JULY 2025PROFESSIONAL SERVICES - ESCROW	22.50	22.50
TOTAL				2,149.68

## **Summary By Account**

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	2,149.68
17-500-00-091-412	TFJ MOUNTAIN LAKES, LLC			22.50	
17-500-00-091-419	264 MORRIS AVE. LLC			106.30	
17-500-00-091-420	PRIME REAL ESTATE MANAGEMENT LLC ILLYAS SARWARI			378.40	
17-500-00-091-422	DUSKO JOLDZIC			343.98	
17-500-00-091-427	PARKS LAKES TENNIS - INSPECTION FEES			534.50	
17-500-00-091-429	ALEXANDRA ALBERTI - 12 REYNOLD ROAD			764.00	
<b>TOTALS FOR</b>	<b>Developer's Escrow</b>	<b>0.00</b>	<b>0.00</b>	<b>2,149.68</b>	<b>2,149.68</b>

Total to be paid from Fund 17 Developer's Escrow

2,149.68

2,149.68

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

**RESOLUTION 138-25**

**RESOLUTION REQUESTING APPROVAL OF ITEM OF REVENUE AND APPROPRIATION UNDER N.J.S.A. 40A: 4-87  
FOR THE FY2026 HIGHLANDS PROTECTION FUND – PLAN CONFORMANCE FUNDING GRANTS - \$112,200.00**

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the Borough of Mountain Lakes hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2025 in the sum of \$112,200.00 which item is now available as a revenue from:

Miscellaneous Revenues

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

Highlands Grant

**BE IT FURTHER RESOLVED**, that the like sum of \$112,200.00 be and the same is hereby appropriated under the caption of:

(A) Operations – Excluded from “CAPS” Public and Private Programs Offset By Revenues – Highlands 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 August 25, 2025.

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

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

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

**RESOLUTION 139-25**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR BOULEVARD WALKWAY RESURFACING PROJECT –  
PHASE 2**

**WHEREAS**, the Borough published specifications and solicited bids for the Boulevard Walkway Resurfacing project; and

**WHEREAS**, three (3) bids were received on July 31, 2025; and

**WHEREAS**, the lowest conforming bid was submitted by Salmon Bros. Inc., Netcong, New Jersey in an amount of \$152,835.00; and

**WHEREAS**, the low bid has been reviewed and recommended by the Borough Engineer and Borough Attorney; and

**WHEREAS**, the Certified Finance Officer has determined that sufficient funds are available as evidenced by the Certification attached hereto; and

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that Salmon Bros. Inc., Netcong, New Jersey shall be awarded the Contract for the Boulevard Walkway Resurfacing Project Phase 2 in an amount of \$152,835.00; and

**BE IT FURTHER RESOLVED**, that the Borough Clerk is hereby authorized to return the bid bonds submitted by the unsuccessful bidders immediately and the bid bond of the successful bidder upon receipt of a fully executed contract, performance guarantee, and other required documents.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on August 25, 2025.

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

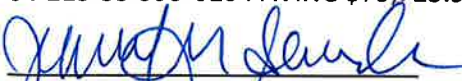
Name	Motion	Second	Aye	Nay	Absent	Abstain
Cannon						
Howley						
Menard						
Sheikh						
Tsai						
Muilenburg						
Barnett						

**CERTIFICATION OF THE AVAILABILITY OF FUNDS**

02-200-40-700-561 2025 Recreation Grant - Blvd Pathway Engineering \$9,811.10

02-200-40-700-562 2025 Recreation Grant - Blvd Pathway Construction \$63,300.00

04-215-55-999-010 PAVING \$79,723.90

  
\_\_\_\_\_  
Jennifer Semler, CFO



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

**RESOLUTION 140-25**

**RESOLUTION CHOOSING NOT TO RENEW THE EXISTING SITE LEASES, TO ASSUME OWNERSHIP OF THE TOWER  
AT 400 BOULEVARD, AND TO AUTHORIZE THE ISSUANCE OF A REQUEST FOR PROPOSAL FOR THE AVAILABLE  
TOWER ELEVATIONS AND GROUND SPACE**

**WHEREAS**, the Borough of Mountain Lakes ("Borough") is the landlord under a Lease Agreement dated June 11, 2000, as amended, with Omnipoint Communications, Inc. (as subsequently succeeded or assigned) for portions of Lot 38, Block 21, commonly known as 400 Boulevard, Mountain Lakes, New Jersey 07463 ("Premises"), with said lease (the "Lease Agreement") providing for the installation of a 150 foot telecommunications tower (the "Tower") and fenced off compound area (the "Lease Agreement"); and,

**WHEREAS**, the Lease Agreement has expired and the existing tenancies are in a month to month holdover status; and,

**WHEREAS**, the Borough has determined that it is in its best interest to not renew the existing leases at the site, but to exercise section 10 of the original Lease Agreement and assume ownership of the Tower and solicit bids for available tower elevations and ground space pursuant to the Local Land and Building Law at N.J.S.A. 40A:12-3; and,

**WHEREAS**, in accordance with N.J.S.A. 40A:12-14, the Borough is required to seek bids through open public bidding for the leasing of municipally owned real property and capital improvements, including telecommunications tower space and ground space, to private parties; and,

**WHEREAS**, the Borough has the option to seek bids for the continued colocation of wireless facilities on the Tower and associated ground space, providing fair opportunities for all potential tenants, including existing occupants and newly interested bidders.

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

1. **Non-Renewal of Lease:** The Borough elects not to renew the Lease Agreement with Omnipoint Communications, Inc., or its successors and assigns.
2. **Assumption of Ownership:** The Borough exercises its option, pursuant to section 10 of the Lease Agreement, to assume ownership of the Tower located on the Premises upon the lease's expiration.
3. **Future Use and Management:** The Borough may issue a request for proposals (RFP) for the continued colocation of wireless facilities on the Tower and associated ground space, in compliance with all applicable laws and regulations.
4. **Consolidated Resolution:** The Borough's decision to assume tower ownership and right to initiate the public bidding process for colocation rights and associated ground space is hereby consolidated into this single resolution as both steps are integral to the Borough's exercise of its property and regulatory authority under applicable state law and the expired Lease Agreement.
5. **Right to Establish Rent Thresholds:** The Borough expressly reserves the right to establish minimum annual lease payment thresholds, including but not limited to those applicable to each tower elevation and associated ground space, as part of any forthcoming bidding process; said minimum thresholds shall be determined by the Borough in its discretion prior to the issuance of any request for proposals and incorporated therein as a condition of bid responsiveness under N.J.S.A. 40A:12-14.

6. Notification and Coordination: The Borough Administrator and telecommunications consultant, Hoplite Communications LLC, are authorized to notify existing tenants of this decision and to facilitate a seamless transition of ownership and management.
7. Public Interest: This decision is made in the best interest of the Borough and its residents, assuming ownership of the Tower will optimize revenue and provide greater and unified control over its use.

**BE IT FURTHER RESOLVED**, that a copy of this resolution be forwarded to all known existing tenants, and any other relevant parties to effectuate its provisions.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on August 25, 2025.

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

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

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

**RESOLUTION 141-25**

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ALDEN BAILEY RESTORATION FOR THE MOUNTAIN LAKES TRAIN STATION EXTERIOR RESTORATION**

**WHEREAS**, the Borough of Mountain Lakes solicited bids from prequalified bidders for the Mountain Lakes Train Station Exterior Restoration and;

**WHEREAS**, three bids were received on July 2, 2025; and

**WHEREAS**, Margaret Hickey, the consulting architect and Historic Preservation Specialist, reviewed the bids and has recommended the bid submitted by Alden Bailey Restoration in the amount of \$652,810.00 (alternate No. 1 and No.2) be awarded as it offered the greatest value for the work proposed; and

**WHEREAS**, the Borough Council wishes to award the contract to Alden Bailey Restoration in accordance with its bid proposal; and

**WHEREAS**, the Chief Financial Officer of the Borough of Mountain Lakes has certified that funds will be available for this purpose.

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

1. A contract for the Mountain Lakes Train Station Exterior Restoration is awarded to Alden Bailey Restoration in the amount of \$652,810.00 (alternate No. 1 and No. 2)
2. The Mayor and Borough Clerk are hereby authorized and directed to execute a contract with Alden Bailey Restoration in accordance with its bid proposal.
3. This Resolution shall take effect immediately.

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**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on August 25, 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**

02-200-40-700-572 2025 - Hist. Pres. Grant State M.L. Train Station \$270,950.00

02-200-40-700-571 2025 - Hist. Pres. Grant-Cty M.L. Train Station \$381,860.00

  
Jennifer Semler, CFO

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

**RESOLUTION 142-25**

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$6,334,483 BOND ANTICIPATION  
NOTES OF THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY**

**BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, in the County of Morris, New Jersey, as follows:

Section 1. Pursuant to a bond ordinance of the Borough of Mountain Lakes (the “Borough”) entitled: “Bond ordinance appropriating \$1,293,572, and authorizing the issuance of \$992,724 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey”, finally adopted on April 25, 2022 (#2-22), bond anticipation notes of the Borough in a principal amount not exceeding \$754,161 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 2. Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$1,654,486, and authorizing the issuance of \$1,203,202 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey”, finally adopted on April 10, 2023 (#8-23), bond anticipation notes of the Borough in a principal amount not exceeding \$1,082,882 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 3. Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance making a supplemental appropriation of \$850,000 for the improvement of the Sunset

Lake Dam in and by the Borough heretofore authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey, and authorizing the issuance of \$809,000 bonds or notes of the Borough for financing such supplemental appropriation”, finally adopted on July 24, 2023 (#12-23), bond anticipation notes of the Borough in a principal amount not exceeding \$809,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 4. Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance making a supplemental appropriation of \$1,045,000 for the improvement of the Municipal Building in and by the Borough heretofore authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey, and authorizing the issuance of \$992,750 bonds or notes of the Borough for financing such supplemental appropriation”, finally adopted on August 28, 2023 (#13-23), bond anticipation notes of the Borough in a principal amount not exceeding \$992,750 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 5. Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$1,318,094, and authorizing the issuance of \$962,851 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey”, finally adopted on April 8, 2024 (#3-24), bond anticipation notes of the Borough in a principal amount not exceeding \$866,566 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 6. Pursuant to a bond ordinance of the Borough entitled: "Bond ordinance making a supplemental appropriation of \$350,000 for the improvement of the Sunset Lake Dam in and by the Borough heretofore authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey, and authorizing the issuance of \$333,000 bonds or notes of the Borough for financing such supplemental appropriation", finally adopted on April 24, 2024 (#6-24), bond anticipation notes of the Borough in a principal amount not exceeding \$333,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 7. Pursuant to a bond ordinance of the Borough entitled: "Bond ordinance providing for the initial costs associated with the construction of a PFOA/PFOS treatment plant by the Borough of Mountain Lakes, in the County of Morris, New Jersey, appropriating \$218,500 therefor and authorizing the issuance of \$208,000 bonds or notes of the Borough for financing such appropriation", finally adopted on April 24, 2024 (#7-24), bond anticipation notes of the Borough in a principal amount not exceeding \$208,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 8. Pursuant to a bond ordinance of the Borough entitled: "Bond ordinance appropriating \$1,614,467, and authorizing the issuance of \$1,288,124 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey", finally adopted on April 14, 2025 (#8-25), bond anticipation notes of the Borough in a principal amount not exceeding \$1,288,124 shall be issued for the purpose of temporarily financing the improvement or purpose

described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 9. All bond anticipation notes (the “notes”) issued hereunder shall mature at such times as may be determined by the treasurer, the chief financial officer or the acting chief financial officer of the Borough (the “Chief Financial Officer”), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer and shall be signed and sealed by officials and officers of the Borough in any manner permitted by N.J.S.A. §40A:2-25. The Chief Financial Officer shall determine all matters in connection with the notes issued hereunder, and the Chief Financial Officer’s signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes at not less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes hereunder is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 10. Any note issued pursuant to this resolution shall be a general obligation of the Borough, and the Borough’s faith and credit are hereby pledged to the punctual payment of the principal of and interest on said obligations and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 11. The Chief Financial Officer is hereby authorized and directed to do all other matters necessary, useful, convenient or desirable to accomplish the delivery of said notes to the purchasers thereof as promptly as possible, including (i) the preparation, execution and dissemination of a Preliminary Official Statement and Final Official Statement with respect to said notes, (ii) preparation, distribution and publication, if necessary, of a Notice of Sale with respect to said notes, (iii) execution of a Continuing Disclosure Undertaking, with respect to said notes in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission and (iv) execution of an arbitrage and use of proceeds certificate certifying that, among other things, the Borough, to the extent it is empowered and allowed under applicable law, will do and perform all acts and things necessary or desirable to assure that interest paid on said notes is not included in gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 12. All action heretofore taken by Borough officials and professionals with regard to the sale and award of the notes is hereby ratified, confirmed, adopted and approved.

Section 13. This resolution shall take effect immediately.

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on August 25, 2025.

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Cara Fox, Borough Clerk

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



**Ordinance Detail**

<b><u>Number</u></b>	<b><u>Adoption Date</u></b>	<b><u>Current Amount</u></b>	<b><u>Initial Issuance Date and Amount</u></b>	<b><u>Current Paydown</u></b>	<b><u>Aggregate Paydown</u></b>
2-22	04/25/22	\$754,161	09/29/23 - \$992,724	\$83,796	\$238,563
8-23	04/10/23	\$1,082,882	09/29/23 - \$553,202 10/10/24 - \$650,000	\$120,320	\$120,320
12-23	07/24/23	\$809,000	09/29/23 - \$809,000	\$0	\$0
13-23	08/28/23	\$992,750	09/29/23 - \$992,750	\$0	\$0
3-24	04/08/24	\$866,566	10/10/24 - \$962,851	\$96,285	\$86,285
6-24	04/24/24	\$333,000	10/10/24 - \$333,000	\$0	\$0
7-24	04/24/24	\$208,000	10/10/24 - \$208,000	\$0	\$0
8-25	04/14/25	\$1,288,124	10/09/25 - \$1,288,124	\$0	\$0

BOROUGH OF MOUNTAIN LAKES  
COUNTY OF MORRIS, NJ

RESOLUTION 143-25

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR LAKE AND WATERSHED  
MANAGEMENT PLAN BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND PRINCETON HYDRO, LLC**

**WHEREAS**, there exists the need for professional consulting services in connection with the creation of a Lake and Watershed Management Plan for Borough-owned lakes for the Borough of Mountain Lakes; and

**WHEREAS**, the Borough of Mountain Lakes has decided to award the contract for this service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Princeton Hydro, LLC has submitted a proposal indicating that the Lake and Watershed Management Plan will be provided for a fee not to exceed \$112,200.00; 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 Princeton Hydro, LLC for Lake and Watershed Management Plan services to the Borough of Mountain Lakes as set forth in a proposal submitted by Princeton Hydro, LLC, for a fee not to exceed \$112,200.00.
- 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 from September 1, 2025 through August 31, 2026.
- Section 4.** A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

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**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on August 25, 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**

02-200-40-700-525 – 2025 Ch 159 Highlands Grant Res - \$112,200

  
\_\_\_\_\_  
Jennifer Semler, CFO

THIS PROFESSIONAL SERVICES AGREEMENT ("**Agreement**"), made this **19th day of August 2025**, by and between **BOROUGH OF MOUNTAIN LAKES** (hereinafter referred to as the "**Client**") having a business address of 400 Boulevard, Mountain Lakes, New Jersey 07046 and **PRINCETON HYDRO, LLC**, (hereinafter referred to as "**Princeton Hydro**"), having a business mailing address of PO Box 3689, Trenton, New Jersey 08629, and a business physical location of 35 Clark Street, Suite 200, Trenton, New Jersey 08611 (Client and Princeton Hydro may be collectively referred to as the "**parties**" and individually as a "**party**").

WHEREAS, the Client desires to obtain professional consulting services from Princeton Hydro for **Lake and Watershed Management Plan, Borough of Mountain Lakes, Morris County, New Jersey** on the terms as herein provided, and,

WHEREAS, Princeton Hydro desires to provide professional consulting services to Client for the compensation and on the terms herein provided.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: Princeton Hydro shall perform the "Scope of Services" and the Client has agreed to the compensation as described in the proposal, a copy of which is attached hereto ("**Proposal**"), which is agreed upon by the parties, and made a part hereof.

SECOND: For its efforts in performing the Scope of Services, Client shall pay Princeton Hydro One Hundred Twelve Thousand Two Hundred (\$112,200.00) Dollars for Tasks 1-4 as set forth in more detail in the Proposal.

THIRD: Princeton Hydro's Standard Terms and Conditions of Professional Service Agreements, a copy of which is attached hereto, which is agreed upon by the parties and made a part hereof.

**BOROUGH OF MOUNTAIN LAKES**

By:


\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

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

**PRINCETON HYDRO, LLC**

By:

  
\_\_\_\_\_  
Geoffrey M. Goll, P.E.  
President

## STANDARD TERMS AND CONDITIONS OF PROFESSIONAL SERVICE AGREEMENTS

1. Definitions. The following terms as used herein shall have the meanings stated:

**“Princeton Hydro”** PRINCETON HYDRO, LLC

**“Client”** BOROUGH OF MOUNTAIN LAKES

**“Fixed Price”** This is the compensation to be paid by Client to Princeton Hydro for the Scope of Services set forth in the Proposal, which is invoiced for a fixed total amount without detail.

**“Not-to-Exceed”** This is the upper limit of charges to be invoiced on a Time and Materials basis, and not to be exceeded, unless there is change in the Scope of Services, as accepted by the Client.

**“Practice of Engineering” or “Professional Engineering”**, is defined by the National Society of Professional Engineers. The Practice of Engineering or Professional Engineering services, involves: (i) the specialized knowledge of applied mathematics and sciences, dealing with the design of structures, machines, equipment, utilities systems, materials, processes, works, or projects, public or private; (ii) the teaching of advanced engineering courses in institutions of higher learning; (iii) the direction of or the performance of engineering surveys, consultation, investigation, evaluation, planning, and professional observation of construction of public and private structures, works, or projects; or (iv) engineering review of drawings and specifications by regulatory agencies.

**“Professional Service Agreement” or “Agreement”** is the Professional Services Agreement entered into by Princeton Hydro and the Client.

**“Project”** The overall product being designed, permitted, implemented, analyzed, or reviewed, which includes the services set forth within the Scope of Services. For this Agreement, the services set forth within the Scope of Services may entail all of the necessary components, or only a portion of the overall Project in development.

**“Proposal”** Is attached to the Professional Services Agreement between Princeton Hydro and Client and contains the applicable Scope of Services, Fixed Price, Lump Sum, or Time and Material Contracts.

**“Scope of Services”** The outline and detail of technical tasks to be completed for which Princeton Hydro has been contracted.

**“Time & Materials”** This form of compensation is invoiced at Princeton Hydro’s hourly rates and expense reimbursement (including subcontractors) and detailed with hours and expense amounts for the Scope of Services set forth in the Proposal.

2. Contract Formation. The Client entering into the Professional Services Agreement indicates assent and agreement to the terms and conditions hereof. Client entering into the Professional Services Agreement (which includes the attachments thereto) agreed to the contractual basis and billing structure for work to be performed by Princeton Hydro.

3. Practice of Engineering or Professional Engineering, only if explicitly described in the Proposal. Unless specified in the Proposal that the Practice of Engineering or Professional Engineering services is included/described within the Scope of Services, the Client, their authorized representative and agents understand that the Practice of Engineering or Professional Engineering services are NOT included in the services to be provided, regardless of the Princeton Hydro personnel assigned to the work. If such specific Practice of Engineering or Professional Engineering services are requested, a separate Proposal and Scope of Services pursuant to the Professional Services Agreement will be required to be prepared and agreed upon for that specific effort.

4. Price. The compensation prices stated in the Proposal are based on the expected time schedule set forth in Scope of Services (included in the Proposal). If there is no expected time schedule, then the normal period that Princeton Hydro devotes to a similar scope of services as set forth in the Fixed Price that Princeton Hydro includes in the Agreement with the Client. The prices are firm and are not subject to increase, except where a price escalation is stated in a multi-year Agreement with the Client. For Fixed Price services, if for reasons beyond Princeton Hydro's control, the Agreement extends beyond the expected time schedule (which is either included in the Scope of Services or within the ordinary performance of similar Project types), Princeton Hydro reserves the right to increase the Fixed Fee and the Client will be responsible to pay for such increase. For Time and Material agreements that extend over a year beyond the date the Agreement was executed, Princeton Hydro has the right to increase hourly rates and direct charges (i.e. photocopies, plots, equipment, etc.) to reflect customary increases to operating expenses and industry inflation. The Client will be notified 30 days in advance of such increases.

5. Payment. Payment shall be made to Princeton Hydro within thirty (30) days after date of invoices. Princeton Hydro shall be entitled, at its sole option, to terminate its obligations under the Agreement if any invoice is not paid within thirty (30) days of its receipt. Interest charges of 2% per month will be added to invoices outstanding after 30 days. Payment via credit card is accepted but is subject to a percent of the total payment amount; the percentage charge may vary from time to time, based on the charges incurred from the bank, but generally is 3%.

For services provided on a Fixed Price basis, the amount of each monthly invoice shall be determined on the "percentage of completion method" whereby Princeton Hydro will estimate the percentage of the total work accomplished during the invoicing period. Additionally, if the services provided include the procurement of contractors or subconsultants by Princeton Hydro, a separate invoice may be generated and forwarded to the Client upon completion and receipt of an invoice from said contractors or subconsultants within the same period of service of the monthly invoice described above, and shall be subject to the same payment terms.

6. Termination. In the event of termination of the Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay Princeton Hydro for all services rendered and all reimbursable costs incurred by Princeton Hydro up to the date of termination, in accordance with the payment provisions of the Agreement.

The Client may terminate the Agreement for the Client's convenience and without cause upon giving Princeton Hydro not less than seven (7) calendar days' written notice.

Either party may terminate the Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- Substantial failure of the other party to perform in accordance with the terms of the Agreement and through no fault of the terminating party,
- Assignment of the Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;

- Suspension of the Project or Princeton Hydro's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate; or
- Material changes in the conditions under which the Agreement was entered into, the Scope of Services or the nature of the Project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of Princeton Hydro, the Client shall pay Princeton Hydro, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Princeton Hydro in connection with the orderly termination of the Agreement, including, but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

7. Excusable Delay. Princeton Hydro shall be excused for any delay in performance hereunder arising from a cause beyond its control which it could not through the exercise of due diligence have avoided, including, but not limited to, an act of any governmental authority, an act of God, an accident such as a fire or explosion, which is not due to the negligence of Princeton Hydro, a strike, a riot, or a failure of public transportation facilities. Princeton Hydro shall give written notice and full particulars of the cause of delay as soon as possible after its occurrence.

8. Princeton Hydro's Opinion. In Princeton Hydro's professional opinion, services furnished hereunder shall be rendered competently by qualified personnel and in accordance with the accepted practice. For professional services, Princeton Hydro will exercise reasonable care, skill, competence, and judgment consistent with professional standards in performing the services and in meeting any estimate of cost or schedule set forth in the Proposal, subject to the terms in paragraph 9, below.

9. Accepted Risk and Adaptive Management. The Client understands that analyses, studies, and design (also the Practice of Engineering or Professional Engineering, but only if included in a Proposal and Scope of Services agreed upon by Princeton Hydro and the Client) provided by Princeton Hydro include the evaluation of natural systems (soil, rock, water, weather, climate, and biological function, etc.) ("Analysis") which have variable proportions of heterogeneity and predictability in behavior, including, but not limited to, the unpredictability caused by climate change. The Client acknowledges and accepts the intrinsic levels of risk in connection with the Analysis. In addition, regardless of implementation of services in accordance with Princeton Hydro's Analysis, the final product performance may vary and require modification after a Project is constructed in order to meet overall expectations due to impacts by unknowns (including, but not limited to, stream, wetland, stormwater system, dam foundation), which the Client accepts. The Client also acknowledges that they have evaluated the level of risk related to budget constraints and unforeseen conditions and has prepared and budgeted for adaptive management that may be necessary because of said risk.

10. Indemnification. Princeton Hydro agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the Client, its officers, directors, owners and employees (collectively, "Client Indemnitee") against all claims, causes of action, damages, liabilities or costs (including reasonable attorneys' fees incurred in the defense in the event that Princeton Hydro does not defend Client Indemnitee) (collectively "Claims"), to the extent arising out of the Princeton Hydro (or its contactors or consultants) negligence, omissions or misconduct in the performance of professional services as set forth in, and subject to the terms of the Agreement that results in a claim by a third party against the Client Indemnitee; provided, however, the indemnification shall not apply to the extent that Claims are caused by the negligence, omissions or misconduct of Client or third parties.

The Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Princeton Hydro, its officers, directors, employees, members and consultants (collectively, "Princeton Hydro

Indemnatee”) against all Claims to the extent arising out of the Client’s (or its contactors or consultants) negligence, omissions or misconduct in connection with the Project that results in a claim by a third party against the Princeton Hydro Indemnatee; provided, however, the indemnification shall not apply to the extent that Claims are caused by the negligence, omissions or misconduct of Princeton Hydro or third parties.

11. Right of Entry. The Client shall provide for Princeton Hydro’s right to enter the property owned by the Client and/or others in order for Princeton Hydro to fulfill the Proposal included hereunder. Although Princeton Hydro will exercise reasonable care in performing its services, the Client understands that the use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement, for which Princeton Hydro shall have no liability. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Princeton Hydro Indemnitees against any Claims by third parties arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

12. Confidentiality. Princeton Hydro agrees to keep confidential and not to disclose to any person or entity, other than Princeton Hydro’s, employees, subconsultants and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by Princeton Hydro or furnished to Princeton Hydro and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict Princeton Hydro from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for Princeton Hydro to defend itself from any legal action or claim.

13. Late Payment. In the event that Client fails to make payment to Princeton Hydro in accordance with Paragraph 5 or 6 of this Agreement, Client shall be responsible for all of Princeton Hydro’s costs, fees and expenses, including reasonable attorneys’ fees, in connection with collection actions instituted to secure payment of outstanding amounts due.

14. Code Compliance. Princeton Hydro shall exercise usual and customary professional care in its efforts to comply with all laws, codes, and regulations in effect as of the date of the enclosed Proposal. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle Princeton Hydro to a reasonable adjustment in the Project schedule and additional compensation as necessary to complete the tasks outlined in the enclosed Proposal.

15. Judicial Proceedings. Any action or proceeding arising hereunder shall be brought in the Courts of the State of New Jersey; provided, that if any such action or proceeding arises under the Constitution, the laws or treaties of the United States of America, or if there is a diversity of citizenship between the parties hereto, so that it is to be brought in a United States District Court, it shall be brought in the United States District Court for the State of New Jersey or any successor court thereto. If a trial is conducted, the parties waive a trial by jury.

16. Limit of Liability. To the extent permitted by law, the Client agrees to limit Princeton Hydro’s liability for Client damages under the Agreement to the sum of \$100,000.00 or Princeton Hydro’s fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory asserted.

17. Attorney’s Fees. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney’s fees and all other related expenses in such litigation.

18. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Princeton Hydro, their respective officers, directors, owners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, punitive, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including, without limitation, negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Princeton Hydro shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project.

19. Permitting. Princeton Hydro shall assist the Client in applying for those permits and approvals normally required by law for projects similar to the one for which Princeton Hydro's services are being engaged. The assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by Princeton Hydro and as described in the Proposal or this Agreement. However, Princeton Hydro does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Compensation for services rendered by Princeton Hydro is not contingent upon the successful acquisition of these permits.

20. Hazardous Wastes, Materials, or Substances. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless Princeton Hydro Indemnitees from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, regardless of whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except to the extent that it arise from the sole negligence or willful misconduct of Princeton Hydro.

21. Documents. All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from Princeton Hydro's services under this Agreement are and remain the property of Princeton Hydro as instruments of service. Where such documents are required to be filed with governmental agencies, Princeton Hydro will furnish copies to the Client upon request. Reuse or modification by the Client is prohibited. Any unapproved use or modification shall be at the Client's or others' sole risk without liability or legal exposure to Princeton Hydro unless approved in writing by Princeton Hydro prior to such reuse.

22. Construction Services. Neither the professional activities of Princeton Hydro, nor the presence of Princeton Hydro or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work performed by the General Contractor for Client and any health or safety precautions required by any regulatory agencies. Princeton Hydro and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, Princeton Hydro Indemnitees shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance. A "General Contractor" is a separate entity that is contracted by Client to implement the design prepared by Princeton Hydro or others.



23. Mediation. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and Princeton Hydro agree that all disputes between them arising out of or relating to this Agreement or the Project shall first be submitted to nonbinding mediation conducted by the American Arbitration Association, by a mediator experienced in services performed by Princeton Hydro, unless the parties mutually agree otherwise.

The Client and Princeton Hydro further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

**BOROUGH OF MOUNTAIN LAKES**  
By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

**PRINCETON HYDRO LLC**  
By: \_\_\_\_\_

  
\_\_\_\_\_  
Geoffrey M. Goll, P.E.  
President

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

**RESOLUTION 144-25**

**RESOLUTION AMENDING PERSONNEL POLICY AND PROCEDURE MANUAL**

**WHEREAS**, Section 5-3 of the Revised General Ordinances of the Borough of Mountain Lakes provides for the adoption of a Personnel Policy and Procedure Manual for the employees of the Borough of Mountain Lakes, and

**WHEREAS**, a complete revision of the Personnel Policy and Procedure Manual had been approved by the Borough Council on February 14, 2022, and

**WHEREAS**, the Borough Council wishes to amend / add the following policies to the Personnel Policy and Procedure Manual: Americans With Disabilities, Policy Against Harassment, Vacation Leave, Compensation, Paid Holidays, and Telework.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the policies listed in paragraph three are hereby amended / added to the Borough of Mountain Lakes Personnel Policy and Procedure Manual, and is hereby adopted and incorporated in its entirety, and

**BE IT FURTHER RESOLVED** that a copy of the policies listed in paragraph three shall be available for inspection in the office of the Borough Clerk.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on August 25, 2025.

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

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



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Mitchell Stern**  
**Borough Manager**  
*mstern@mountainlakes.gov*

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

To: Personnel Subcommittee Members  
Mayor Lauren Barnett  
Deputy Mayor Melissa Muilenberg  
Councilmember Angela Tsai

Date: August 1, 2025

Subj: Personnel Policy Updates

Mayor Barnett, Deputy Mayor Muilenberg, Councilmember Tsai,

As you are aware, our personnel policy manual follows the model personnel policies as provided by our insurance carrier, the Morris County Joint Insurance Fund (MCJIF) and the Municipal Excess Liability Fund (MEL). Every two years, the MCJIF and MEL review all of their policies and provides updates when warranted.

The 2025 review of the policies resulted in updates to three of the policies, along with the addition of a Receipt For Personnel Policies And Procedures Manual form (see attached MEL memo).

The updated policies include:

- 1.2 - Americans With Disabilities (wording added for pregnant employee protections)
- 1.5 - Policy Against Harassment (wording added to include harassment outside of the physical workplace, ie: virtually and off-site)
- 2.9 - Vacation Leave Policy (wording added to address accumulating vacation days beyond years end)

In addition to the MCJIF / MEL recommended policy updates there are several policies that need to be updated with details specific to the Borough. Additionally, I am recommending the addition of a new policy. Below, you will find the affected policies and the requested changes to them.

**Vacation Leave Policy (2.9)**- the policy has been updated to reflect the current practice that municipal department heads receive one additional week vacation above non-department head employees with the same years of service. The maximum amount of days each year remains capped at 25 days per year for both non-department heads and department heads.



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Mitchell Stern**  
**Borough Manager**  
*mstern@mountainlakes.gov*

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

To: Personnel Subcommittee Members  
Date: July 29, 2025  
Page: 2 of 3

This practice was implemented by my predecessor and is in line with other communities. It is also what was negotiated with our new CFO and Land Use Administrator when they were hired. It is important to note that the additional vacation days require no additional funding, as vacation days are planned and do not incur overtime when taken.

Department Heads are defined as:

- Borough Manager
- Borough Clerk
- Chief Financial Officer
- Police Chief
- Zoning / Planning Administrator
- Recreation Director
- Public Works Director

**Compensation Policy (2.1)** – When I joined the Borough, employees were being paid two weeks in advance. We recently had the chance to correct this, with employees now being paid after they work. We have also included language pertaining to paying employees via direct deposit.

**Paid Holidays Policy (2.5)**– I am recommending amending our Paid Holidays policy. Our existing policy lists our 13 holidays. These 13 holidays include three floating holidays (MLK Birthday, Good Friday and Columbus Day). The wording of the three floating holidays is not clear. To simplify, I request that we remove the specific holidays listed as “floaters” and add a sentence explaining the three additional days.



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Mitchell Stern**  
**Borough Manager**  
[mstern@mountainlakes.gov](mailto:mstern@mountainlakes.gov)

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

To: Personnel Subcommittee Members  
Date: July 29, 2025  
Page: 3 of 3

**Telework Policy (4.32)** - As you are likely aware, remote work has become commonplace in both the private and public sector when positions are not front line with customers / residents / taxpayers.

Having the ability to telework one day per week was brought up during the negotiating process with our new CFO and it was agreed that this would be accommodated with the understanding that a telework policy would be adopted in the coming months, and that adherence to the policy would be required.

Attached, you will find two pdf files. One file contains the proposed changes in a redline version. The other file contains a clean copy of the revised policies.

As always, should you have any questions, please do not hesitate to contact me.

Regards,

**Mitchell**

MATTHEW J. GIACOBBE, Partner  
[mgiacobbe@cgajlaw.com](mailto:mgiacobbe@cgajlaw.com)

Reply to: Oakland Office

To: Member Entities

From: Matthew J. Giacobbe, Esq.  
Nicholas DelGaudio, Esq.  
Fred Semrau, Esq.

Date: March 13, 2025

Re: Changes to Employee Handbook and Personnel Policies and Procedures Manual

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The Municipal Excess Liability Joint Insurance Fund ("MEL") has made suggested modifications to the Model Employee Handbook and Personnel Policies and Procedures Manual ("PPPM") for our members' consideration. Below is a brief explanation of the changes that have been made.

- Additions to the Americans with Disabilities Policy to include language relating to the federal Pregnant Workers Fairness Act which was passed in 2023 and had regulations issued in 2024
- Additions to the Policy Against Harassment to include language about hostile work environments arising from conduct occurring outside of the workplace and even in non-work related contexts if it affects the workplace, which was contained in guidance issued by the EEOC in 2024
- Change in language to the Vacation Leave Policy in order to be more in line with the Comptroller's Report/State Law regarding carrying over vacation leave for one year only and only when it cannot be used due to business demands.
- Addition of an Acknowledgement of Receipt page at the end of each manual and handbook

We urge you to consult with your entity's General or Labor Counsel regarding these recommended changes.

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**Oakland Office: 169 Ramapo Valley Road, UL 105, Oakland, NJ 07436 Tel 973 845-6700 Fax 201 644-7601**  
Somerville Office: 50 Division Street, Suite 501, Somerville, NJ 08876 Tel 732 583-7474 Fax 201 644-7601  
Matawan Office: 955 State Route 34, Suite 200, Matawan, NJ 07747 Tel 732 583-7474 Fax 732 290-0753



## Municipal Excess Liability Joint Insurance Fund

9 Campus Drive – Suite 216  
Parsippany, NJ 07054  
Tel (201) 881-7632  
Fax (201) 881-7633

To: Members - Municipal Excess Liability Joint Insurance Fund  
(Municipalities and Utility Authorities)

From: Joseph P. Hrubash, Executive Director

Date: April 15, 2025

Re: **2025-2026 Employment Practices Liability (EPL) Program & Training Requirements**

---

**Please allow this memorandum to serve as official notice that the 2025-2026 Employment Practices Liability Program has begun.**

Every two years the MEL reviews applicable laws and regulations to update the Model Personnel Manual, Model Employee Handbook and Model Volunteer Handbook. In addition, members are asked to complete training geared towards Managers & Supervisors, Non-Supervisory Employees and Police Command Staff training. For information, we are attaching a memorandum that outlines the changes made to the current model documents. If your handbook is current, the proposed changes can be accomplished by an amendment and corresponding resolution authorizing same.

95% of MEL members have adopted the MEL's model employment practices risk control program and are eligible for lower deductibles. These programs must be updated every two years to remain eligible.

**Please visit the MEL webpage – [www.njmel.org](http://www.njmel.org) - for downloadable copies of the revised model documents OR Click this link to the program: <https://njmel.org/insurance-and-claims/#public-officials-employment-practices>**

Members with updated loss control programs receive the standard EPL deductible of \$20,000 per claim plus a 20% co-pay capped at \$50,000 and may be eligible to buy down deductibles and co-insurance caps (See note below concerning members with adverse EPL claims experience).

To qualify for the lower deductibles, have your General Counsel or Employment Attorney complete the one-page form checking the minimum requirements for updating the plan. It is not necessary to attach any further documentation. Mail the completed form to MEL Fund Office, 9 Campus Drive, Suite 216, Parsippany, NJ 07054. (copy attached)



Members submitting the required form by **November 1, 2025** will qualify or continue to qualify for the deductible incentives. Members submitting this form after the deadline will become eligible for the deductible incentive upon approval of the application, but not retroactively.

Members without updated loss control programs will have a deductible of \$100,000 per claim plus a 20% co-pay with no cap. (See note below concerning members with adverse EPL claims experience).

**Members with adverse EPL claims experience:** Members with adverse loss experience will have a deductible of \$75,000 if they have an updated loss control plan and \$150,000 if they do not – in addition to the co-pay (as outlined above). In a few cases, the insurance carrier will establish higher deductibles for members due to exceptionally poor experience.

#### **Required Elements for the Incentive**

1. **Employment Attorney/Advisor:** An Employment Attorney or an Employment Advisor usually provides advice concerning personnel matters. However, the member may designate its General Counsel if experienced in employment matters.
2. **Personnel Policies and Procedures Manual:** To facilitate this process, the MEL has developed a Revised Model Personnel Policies and Procedure Manual that members are free to use at their discretion. Members can adopt the model, take sections from the model and place them in their existing personnel manual, or write their own policies that cover the subjects in the model.
3. **Conscientious Employee Protection Act Notice:** This notice (in both English and Spanish) must be posted on the bulletin board and distributed to all personnel. The notice required by the NJ Department of Labor is included in the Model Personnel Policies and Procedures Manual. (copy can also be found on the MEL webpage – [njmel.org](http://njmel.org))
4. **Employee Handbook:** The handbook must be updated and distributed to all personnel. To facilitate this process, the MEL has developed a Model Employee handbook that members are free to use at their discretion which can be found on the MEL webpage – [njmel.org](http://njmel.org).
5. **Model Local Unit Civil Rights Resolution (municipalities only):** Adopt the model resolution which can be found on the MEL webpage – [njmel.org](http://njmel.org).
6. **Managerial and Supervisory Training:** Court decisions made personnel training for managerial and supervisory "mandatory". A signed acknowledgement that the manager or supervisor has completed training within the last 12 months must be placed in the personnel files. Training is also mandatory for the Municipal Judge, the heads of volunteer emergency service organizations such as Volunteer Fire Departments, EMS units, and the heads of organizations such as Library Boards and Planning Boards, etc., that are involved in personnel matters.



- a. The MEL has developed a Model Managers & Supervisors training program that will be available be offered as a Live Webinar through the MEL Safety Institute. Attached is a memorandum with the schedule to date – with a link to register.
7. **Police Chief, Captains and Lieutenants Training:** Since Police Departments are involved in a high percentage of employment related litigation, Police Chiefs and at least one other command officer must complete employment practices training that takes into consideration the Attorney General's guidelines for police operations.
  - a. J.A. Montgomery's Law Enforcement Unit has already been conducting this training program & will be scheduling more throughout the state.
8. **Training for All Other Personnel:** Court decisions also require employers to offer anti-harassment and related personnel training to all employees.
  - a. The non-supervisory training video has been uploaded to the MEL website. Attached are the directions to complete.
9. **MEL EPL Helpline:** The MEL includes a helpline to its members at no additional cost. For information, we are including a copy of the helpline.

For assistance, please contact the MEL office or the office of your local JIF Executive Director.

**Attachments:**

- **Synopsis of Changes**
- **Checklist**
- **Flyer – Non Supervisory Training**
- **Manager & Supervisors Training Schedule**
- **MEL Helpline**



# NO TOLERANCE (EMPLOYEE PRACTICES)

Every employee has a right to a safe workplace free of discrimination, violence, harassment, and conflicts of interest. This on-demand program (available in English and Spanish) identifies what types of conduct are unacceptable when interacting with fellow employees.

Compliance is essential for both your own protection and to ensure that others are not subjected to conduct that might create a hostile environment.

Click the button to access this online training through the MEL Safety Institute Learning Management System (MSI LMS).

## MSI LMS System

1. **Log into the MSI LMS System.**
  - If you have previously taken MSI classes, enter your username and password.
  - If you do not know your username and/or password, ask your Senior Reporting Manager to send an LMS activation email or call the MSI Helpline at 866-661-5120.
2. Once logged into the MSI LMS, go to the [Request Training](#) button for a list of online courses.
3. Select the course you wish to complete and scroll down to click the [Submit](#) button.
4. Your course will now show in the Assigned section of your dashboard. Click the title to launch the course or video.
5. Learning transcripts are automatically updated in the MSI LMS and show in the Completed section of your homepage.

### Questions?

**Call:** 866-661-5120

**Email:** [MSI@jamontgomery.com](mailto:MSI@jamontgomery.com)

For additional MSI information and resources go to the [MEL Safety Institute](#).



## **Municipal Excess Liability Joint Insurance Fund**

9 Campus Drive – Suite 216

Parsippany, NJ 07054

Tel (201) 881-7632 - Fax (201) 881-7633

APRIL 15, 2025

As part of the Employment Practices Compliance Program, the MEL has developed a Model Managers & Supervisors training program that is available as a Live Webinar through the MEL Safety Institute.

Below is a listing of the webinar classes schedule to date. If necessary, more classes will be schedule and will be posted to the MSI Live Schedule (link below).

5/20/25	MEL Risk Management for Managers & Supervisors	9:00 - 10:30 am
5/22/25	MEL Risk Management for Managers & Supervisors - Evening	6:30 - 8:00 pm
6/17/25	MEL Risk Management for Managers & Supervisors	9:00 - 10:30 am
6/25/25	MEL Risk Management for Managers & Supervisors	9:00 - 10:30 am

To register, please follow the link below.

[MSI LIVE Schedule](#)

## EMPLOYMENT PRACTICES BEST PRACTICES CHECKLIST

Name of Municipality or Authority: \_\_\_\_\_

### **SECTION ONE:**

- ☐ Adopt and distribute to managerial/supervisory employees the Personnel Policies and Procedures Manual:

Required Policies to be included in Manual:

1. Equal Employment Opportunity Policy
2. Americans with Disabilities Act Policy
3. Contagious or Life Threatening Illnesses Policy
4. Safety Policy
5. Alcohol and Drug-Free Workplace
6. Workplace Violence Policy
7. Policy Against Harassment
8. Whistle Blower Policy
9. Overtime
10. Confidentiality of Personnel Files
11. Political Activity Policy
12. Performance Evaluation Policy
13. Discipline and Termination Policy
14. Use of Employer Vehicles Policy (Non-Law Enforcement)
15. Computer Use, Electronic Mail, and Internet Policy
16. Family and Medical Leave Act Policy
17. New Jersey Family Leave
18. Military Leave Policy
19. Domestic Violence Abuse Leave Policy
20. Employment Reference
21. Protection and Safe Treatment of Minors

### **SECTION TWO:**

- ☐ Distribute a notice concerning the Conscientious Employee Protection Act to all personnel
- ☐ Adopt and distribute the Employee Handbook:
- ☐ Adopt the model civil rights resolution (municipalities only).
- ☐ Train managerial and supervisory personnel:
- ☐ Have Police Chief, Deputy Chief, Public Safety Director, Captains & Lieutenants complete the special EPL training course (municipalities only)
- ☐ Offer Anti-Harassment training to all other personnel:
- ☐ Review NJ MEL Helpline for Employment Practices.

I, \_\_\_\_\_, the (check \_\_ General Counsel or \_\_ Employment Attorney)  
of (member name) \_\_\_\_\_ hereby certify that the member  
has verified to me that the above actions have been completed and that I have read the  
Personnel Policies and Procedures Manual and the Employee Handbook.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone: \_\_\_\_\_

**To qualify for the Employment Practices Liability standard policy deductible, this checklist should be returned to the MEL Fund Office (9 Campus Drive, Suite 216, Parsippany, NJ 07054 or [jainet@permainc.com](mailto:jainet@permainc.com)) as soon as possible. Members submitting this form by November 1, 2025 will qualify or continue to qualify for the deductible. Members submitting this form after the deadline will become eligible for the deductible incentive upon approval of the application, but not retroactively.**

## AMERICANS WITH DISABILITIES AND PREGNANT WORKERS FAIRNESS

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### 1.2

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The Borough complies with the New Jersey Law Against Discrimination, the Americans with Disabilities Act, and the federal Pregnant Workers Fairness Act ("PWFA). The Borough will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability, pregnancy, pregnancy-related medical conditions, breastfeeding or childbirth. The Borough also will make reasonable accommodations wherever necessary for all employees or applicants with disabilities, or with known limitations related to pregnancy, childbirth or related medical conditions, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that accommodations do not require significant difficulty or expense. The Borough's nondiscrimination policy applies to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination.

Definitions. The Americans with Disabilities Act defines an individual with a disability as any person who:

- (1) has a physical or mental impairment that substantially limits one or more major life activities, such as caring for oneself, walking, seeing, hearing, or speaking.
- (2) has a record of such an impairment; or
- (3) is regarded as having such an impairment.

An individual must satisfy at least one of the three prongs of the above definition to be considered an individual with a disability under the ADA. Temporary conditions, such as a broken leg, are not disabilities, nor are minor impairments, such as vision problems that are correctable with glasses.

The New Jersey Law Against Discrimination defines disability as a physical disability, infirmity, malformation or disfigurement which is caused by bodily injury, birth defect or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment or physical reliance on a service or guide dog, wheelchair, or other remedial appliance or device, or any mental, psychological or developmental disability resulting from anatomical, psychological, physiological or neurological conditions which prevents the

normal exercise of any bodily or mental functions or is demonstrable, medically or psychologically, by accepted clinical or laboratory diagnostic techniques. Disability shall also mean AIDS or HIV infection.

A qualified individual is an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position held or sought. An individual who poses a threat to the health and safety of oneself or to others is not qualified. Reasonable accommodation means any change or adjustment to a job or work environment that does not impose an undue hardship on the Borough, or that permits a qualified applicant or employee with a disability to participate in the job application process, perform the essential functions of the job, or enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities.

The Pregnancy Workers Fairness Act ("PWFA") defines "pregnancy and childbirth" as meaning the pregnancy or childbirth of the specific employee in question and includes, but is not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth.

Requesting Accommodation. Qualified employees or prospective employees with disabilities, or who need accommodations due to pregnancy, childbirth, or related medical conditions, may request accommodations to perform the essential functions of their job or gain access to the hiring process. Employees or prospective employees should direct their written request to the Borough. In the written request, the employee or prospective employee should identify themselves as a person with a disability, eligible for protection, or include an explanation of the pregnancy-related limitation and identify the nature of the accommodation or consideration desired.

The Borough may require the employee to provide adequate medical or other appropriate documentation of the disability or pregnancy or childbirth-related condition and the need for the desired accommodation. The Borough will reasonably accommodate the known physical or mental limitation of an otherwise qualified applicant or employee with a disability or employee affected by pregnancy or childbirth unless the accommodation would impose an undue hardship on the Borough's business operation.

To further the Borough's nondiscrimination policy, the Borough will:

- Identify the essential functions of a job.
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and
- Determine whether a reasonable accommodation can be made for a qualified individual.

Reasonable accommodations that the Borough may provide in connection with modifications to the work environment or adjustments in how and when a job is performed may include the following:

- Making existing facilities accessible and usable.
- Job restructuring.
- Part-time or modified work schedules.
- Acquiring or modifying equipment or devices.
- Appropriate adjustment or modifications of testing materials, training materials, and/or policies.
- Reassignment to a vacant position.

In the case of an employee needing accommodations for pregnancy or childbirth, a reasonable accommodation may include the temporary suspension of essential functions and/or modifications or adjustments that permit the temporary suspension of essential functions.

In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

The Borough is also committed to not discriminating against any qualified employee or applicant because they are related to or associated with a person with a disability. If any applicant or employee has questions concerning the Borough's equal employment opportunity policy, they should contact the Borough.



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## POLICY AGAINST HARASSMENT

### 1.5

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The Borough is committed to providing a work environment that is free of discrimination. The Borough will not tolerate harassment of or by employees towards anyone, including any supervisor, co-worker, or non-employee, including vendors and citizens.

Applicability. This policy applies to all people employed by the Borough, as well as volunteers working on behalf of the Borough, and prohibits such conduct by or towards all such employees / volunteers. Independent contractors, vendors and all other parties engaged in a professional business relationship with the Borough are also expected to abide by the policy. In addition, no employee shall be required to withstand behavior from the public which violates this policy.

Purpose. This policy is designed to ensure all employees a work environment free of any type of discrimination based upon a protected status, including freedom from sexual harassment. The purpose of this policy is to inform employees that harassment based upon a protected status is prohibited, to educate employees about harassment based upon a protected status and to provide employees with a procedure to bring complaints to management's attention.

Provisions. All employees are expected to avoid any behavior or conduct of a harassing or discriminatory nature. The Borough prohibits any form of harassment or discrimination related to an employee's protected group status, including race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, sex, gender identity or expression, disability (including perceived disability, physical, mental, and/or intellectual disabilities), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status, or any other group status protected by law. Harassment includes, but is not limited to:

- A. Treating an individual less favorably based on a person's protected group status;
- B. Using derogatory or demeaning slurs to refer to a person's protected group status;
- C. Calling another by an unwanted nickname which refers to one or more protected group statuses, or telling ethnic jokes that harass an employee or create a hostile work environment;
- D. Using derogatory references regarding a protected group status in any job-related communication;
- E. Engaging in threatening, intimidating, or hostile acts, in the workplace, based on a protected group status; or
- F. Displaying or distributing material in the workplace that contains language or derogatory or demeaning images, based on any protected group status.

Any form of harassment or discrimination related to an employee's protected group status violates this policy. A hostile work environment can arise not only from conduct at the workplace, but can also arise from conduct occurring in a work-related context outside of the workplace (i.e., virtually or off-site) and conduct occurring in a non-work related context (i.e., through private phones, computers, or social media accounts) when that conduct impacts the workplace.

This policy applies to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, compensation, fringe benefits, working conditions and career development.

Violations of this policy will result in appropriate disciplinary action up to and including termination of employment.

**Sexual Harassment.** The Borough prohibits sexual harassment of its employees in any form. Such conduct shall result in appropriate disciplinary action up to and including dismissal from employment.

A. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct, gestures or communications, expressed or implied, of a sexual nature when:

- (1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or
- (2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, or
- (3) That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or creating an intimidating hostile or offensive employment environment.

B. Prohibited Conduct: No supervisory employee shall threaten or insinuate either directly or indirectly, that an employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, evaluation, compensation, assignment, advancement, or any other condition of employment. Similarly, no supervisory employee shall promise or suggest either directly or indirectly, that an employee's submission to sexual advances will result in any improvement in any term or condition of employment for the employee.

Other sexually harassing conduct in the workplace, whether committed by supervisory or non-supervisory personnel is also prohibited. This includes, but shall not be limited to:

- (1) Sexual flirtations, advances, propositions, subtle pressure for sexual activity, flirtatious whistling, discussing sexual activities;
- (2) Verbal abuse of a sexual nature including sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, and foul or obscene language or gestures;

(3) The display of sexually graphic pictures or pictures of an offensive nature, or objects in the workplace, including sexually suggestive written material such as letters, notes, facsimiles, text messages and e-mails;

(4) Any unwelcome sexually motivated touching, including, for example, patting, pinching, hugging, cornering, blocking or impeding movement and repeated brushing against another employee's body.

Sexual harassment also occurs when one person harasses another solely because of the victim's gender. This type of sexual harassment may involve unwelcome sexual demands or overtures, but it may also take the form of other harassing conduct not necessarily sexual in nature. For example, this would include gender stereotyping such as comments about the lesser abilities, capacities, or the "proper role" of females. It also includes subjecting a woman or a man to non-sexual harassment solely because of her or his gender. Sexual harassment is prohibited whether the harasser is male or female, and whether the harassment is opposite sex or same-sex harassment.

Complaint Procedure. Any employee who feels he or she has been subject to harassment should report the incident directly to the designated Affirmative Action Officer (Borough Manager). In an instance where the accusation is against the Affirmative Action Officer (Borough Manager), the complaint may be brought directly to the Borough Attorney. The designated Affirmative Action Officer (or Borough Attorney) will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy. The names and telephone numbers of the designated Affirmative Action Officer and Borough Attorney are contained in the Contact Information attached to this policy.

Any individual uncomfortable reporting an incident to the designated Affirmative Action Officer should feel free to go to any management representative which they feel most comfortable to relay the problem. When any management representative learns of a violation of this policy, the management representative shall assist the victim in reporting the alleged incident(s) of harassment.

All employees are encouraged to notify the alleged harasser that the behavior in question is thought to be offensive and unwelcome. However, failure to inform the alleged harasser that the behavior is unwelcome does not prevent the victim from filing a complaint pursuant to this policy. The harassment or discrimination does not have to occur on the Borough's property during regular work hours for an employee to file a complaint under this policy.

The Borough strongly encourages employees who witness conduct which they believe violates the Borough's Policy Against Harassment to report the violation pursuant to this complaint procedure. The Borough encourages the prompt reporting of complaints so that rapid response and appropriate action may be taken. Any complaint should be reported within sixty (60) days to be considered current. Nevertheless, due to the sensitive nature of these problems, all complaints will be investigated, regardless of when they are filed.

Investigation Procedure. The Borough shall conduct an investigation into the harassment complaint to determine the merits of the allegations. The designated Affirmative Action Officer and/or Borough Manager shall designate an objective investigator to determine the validity of any complaint. The objective investigator may include any third party deemed appropriate.

The investigation shall be completed in a reasonable time to resolve the issue and minimize the effects of such investigation on the parties involved. The investigation will, at a minimum, include an interview with the employee bringing the complaint and the accused.

If the Borough determines that the complaint has merit, the accused shall face appropriate disciplinary action based upon the severity of the complaint and any prior history of past charges against the individual. Disciplinary action may include a written warning, suspension, demotion, and/or termination of employment. Any disciplinary action shall be consistent with applicable collective bargaining agreements, regulations and applicable due process safeguards. Upon completion of the investigation, the entire file shall be maintained in a secure location with the Borough.

In the event that the Borough determines the complaint to be intentionally dishonest, appropriate disciplinary action may be taken against the employee who caused the complaint to be filed.

Privacy. To the extent possible, all persons involved in a harassment complaint will be given the utmost protection of privacy. Specifically, the Borough will strive, both during and after the investigation, to maintain confidentiality to the fullest extent possible, including confidentiality of the identities of all persons involved or alleged to be involved in the incident, revealing only those particulars of the matter to the extent necessary for a thorough investigation. Any employee who unnecessarily compromises the confidentiality of an investigation will be subject to appropriate discipline.

Responsibility of Supervisory Personnel. Supervisors are to monitor the work environment to ensure that all subordinates comply with this Policy Against Harassment. When a supervisor learns of a violation of this policy, the supervisor shall assist the victim in reporting the alleged incident(s) of harassment.

Alternatively, the supervisor shall report the matter to the designated Affirmative Action Officer and/or Borough Manager for resolution.

Retaliation Prohibited. The Borough encourages victims of harassment to bring their complaints to management by ensuring that no reprisals or retaliation will result from the good faith reporting of harassment. The filing of a complaint, in good faith, shall not, under any circumstances provide cause for discipline. Additionally, it is a violation of this policy for any personnel to retaliate against another because he or she filed a complaint or otherwise participated in the complaint procedure.

Any supervisor who receives a harassment complaint from any employee must bring it to the attention of the designated Affirmative Action Officer and/or Borough Manager for resolution. Supervisors shall closely monitor the work environment for any forms of retaliation once an

allegation has been made. This will include but not be limited to verbal remarks, irregular assignments or any other activity that may contribute to a hostile work environment.

Legal Effect. This Policy Against Harassment is to be construed as a unilateral expression of the policy of the Borough concerning harassment in the workplace. It is not intended to create any contractual rights or duties and any such intention or effect is hereby disclaimed. This policy may be amended, supplemented, modified and/or revised at any time. Any employee with questions regarding the Borough's Policy Against Harassment should contact the designated Affirmative Action Officer and/or Borough Manager.

Training. The Borough recognizes the need to reinforce its policies with effective training. Training is to be provided to all supervisory and non-supervisory employees. Ultimately, the goal of effective training is to build a culture in which all employees feel safe. Training may be conducted in person or through electronic means. To the extent economically and operationally feasible, training should be conducted live whenever possible. Training should empower participants to intervene appropriately when they witness harassment or discrimination. This means not only training participants on the requirements of the policy prohibiting harassment and discrimination, but also training participants on tools for response and lodging complaints. Training should emphasize the negative impact of harassment and discrimination on employees, workplace productivity, workplace culture, and encouraging those employees who either experience harassment/discrimination or witness it to report it.

Monitor for Compliance. The Borough acknowledges the importance of ensuring that its policies and procedures are actually working as intended to prevent sexual harassment and other forms of discrimination from occurring in the workplace. It is the expectation of the Borough that all supervisors shall enforce anti-harassment policies and that setting the proper example is part of their job description and part of the evaluation of their job performance. The Borough will engage in proactive efforts to monitor and ensure compliance with its policies within their workplaces. Contact Information:

Affirmative Action Officer  
Mitchell Stern  
Borough Manager  
973-334-3131  
[manager@mtnlakes.org](mailto:manager@mtnlakes.org)

Borough Attorney  
Robert Oostdyk  
973-835-0100  
[roostdyk@murphymckeonlaw.com](mailto:roostdyk@murphymckeonlaw.com)

## Harassment Complaint Form

**\*THIS INVESTIGATION IS CONFIDENTIAL AND INFORMATION OBTAINED DURING THE COURSE OF THIS INVESTIGATION MUST NOT BE DISCLOSED\***

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Job Title: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Union Representative (*if any*): \_\_\_\_\_

Time Period Covered by Complaint: \_\_\_\_\_

### Individuals Who Allegedly Committed Harassment:

	Name	Department	Job Title
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____
4.	_____	_____	_____
	_____	_____	_____
5.	_____	_____	_____
	_____	_____	_____

Describe the dates and the nature of the harassment allegedly committed by each identified individual:

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Identify all employees or others with knowledge of the complained of conduct:

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Are there any documents which contain information supporting the occurrences described above?

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Is there any physical evidence which supports your complaint? If so, please describe:

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Have you missed any work time as a result of the alleged harassment? If "yes," identify the occasions.

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Have you incurred any unreimbursed medical expenses as a result of the alleged harassment?

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If you previously complained about this or related acts of general harassment to an Employer supervisor or official, please identify the individual to whom you complained, the date of the complaint, and the resolution of your complaint:

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*(Attach Additional Sheets if Necessary)* Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.

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What is your requested remedy in this complaint?

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Acknowledgement:

The information provided above is true and correct.

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

To investigate your complaint, it will be necessary to interview you, the alleged harasser(s), and any witnesses with knowledge of the allegations or defenses. The Borough will notify all persons involved in the investigation that it is confidential and that unauthorized disclosures of information concerning the investigation could result in disciplinary action up to and including termination.

*I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence the Borough deems relevant.*

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Statement Form

**\*THIS INVESTIGATION IS CONFIDENTIAL AND INFORMATION OBTAINED  
DURING THE COURSE OF THIS INVESTIGATION MUST NOT BE DISCLOSED\***

Name:

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Department:

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Job Title:

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Union Representative *(if any)*:

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Length of Time Known: Complainant \_\_\_\_\_ Respondent \_\_\_\_\_

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Individuals Who Allegedly Committed Harassment:

Name

Department

Job Title

1.

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2.

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3.

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4.

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5.

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Identities of other persons with knowledge of facts relevant to this investigation:

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*(Attach Additional Sheets if Necessary)*

Witness Statement Form (cont'd)

Please provide a detailed description of the events you witnessed. Include the date, time, location and individuals present.

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Any other information which should be considered in evaluating the validity of the complaint in this case:

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Acknowledgment:

I, \_\_\_\_\_, affirm that the information I have provided is true and correct. I acknowledge that the investigation is confidential and that I am not to disclose information obtained by me during the course of this investigation. I understand that unauthorized disclosures could result in disciplinary action up to and including termination.

Signature                      of                      Witness: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

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## COMPENSATION

### 2.1

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The Borough of Mountain Lakes will pay its employees in accordance with the provisions of applicable collective bargaining agreements, ordinances, and in compliance with the Fair Labor Standards Act ("FLSA") and the New Jersey Wage and Hour Law.

Unless otherwise specified by collective bargaining agreement, the Borough of Mountain Lakes pay period are as follows:

- Work that occurs from the first of the month through the 14<sup>th</sup> of the month is paid on the 15<sup>th</sup> of the month. If the 15<sup>th</sup> falls on a weekend, payment would be paid the Friday before. If the 15<sup>th</sup> falls on a holiday, payment would be made the last business day prior to the 15<sup>th</sup>.
- Work that occurs from the 15<sup>th</sup> of the month through the end of the month is paid on the last day of the month. If the last day of the month falls on a weekend, payment would be paid the Friday before. If the last day of the month falls on a holiday, payment would be made the last business day prior to that date.

Payment for overtime is held back for one (1) pay period in order to compute payment of the amount due.

All employees must enroll in direct deposit to a designated checking, savings, or share account at a financial institution of their choice and provide their designated financial institution and account(s) information to the Chief Financial Officer (CFO). Employees are responsible for notifying the CFO promptly of any changes to their banking information to ensure accurate and timely direct deposits. Information regarding net pay, including detailed pay stubs, will be available to employees electronically through a secure online platform. For employees without a traditional bank account, the Borough of Mountain Lakes will offer a payroll debit card, in compliance with applicable laws and regulations.

Effective August 1, 2025, in accordance with Resolution 132-25, paychecks for all employees shall be via direct deposit.

Employees are not entitled to retroactive pay increases if an employee separates employment, voluntarily or involuntarily, from the employ of the Borough of Mountain Lakes, prior to the retroactive payment, unless otherwise stated in the applicable bargaining agreement.

#### **Compensatory Time**

Employees may accumulate a maximum of 75 hours of compensatory time but may not carry more than 10 days accumulated compensatory time from one calendar year to the

next. If, however due to working conditions, the employee was unable to use his/ her compensatory time the Borough Manager may waive this limitation.

The employee must request the excess carry over in writing to his/ her department head prior to November 30 of the calendar year. The decision as to whether to carry the excess time over will be made by the Borough Manager prior to December 31.

If the department head decides that said carry over is warranted, then the Borough in its discretion must either pay the employee for the excess time on a straight time basis or carry over the excess time. If the department head determines that working conditions did not prevent the employee from using the excess accumulated compensatory time during the calendar year, then the employee shall lose that excess time.

Upon the employee's termination the employee will be reimbursed for the compensatory time earned on a straight time basis not to exceed 75 hours.

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## **PAID HOLIDAYS**

### **2.5**

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All permanent employees are granted thirteen (13) holidays. They may vary from year to year based upon the calendar. In general, the following holidays are observed:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Holiday (2)
- Employee Choice Holiday (3)

The three Employee Choice holidays may be taken at the employee's discretion, subject to approval by their Department Head.

When a holiday falls on a Sunday, and an employee is not scheduled to work on that day, the following Monday is observed as the holiday. If the holiday falls on a Saturday, and an employee is not scheduled to work on that day, the preceding Friday is observed as the holiday.

Employees who normally work on Saturdays shall observe the holiday should it fall on a Saturday.

If a holiday occurs when an employee is on vacation or sick leave, a charge against vacation or sick leave is not made.

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



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## VACATION LEAVE

### 2.9

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All permanent employees, except those covered by duly adopted Collective Bargaining Agreement, shall be granted vacation days according to the following schedule:

- Less than five (5) years of service - 10 days per year, provided no vacation can be taken until completion of the employee's first ninety (90) days of service. In the first year of employment, vacation days shall be pro-rated from the date of employment until the end of the calendar year.
- Over five (5) years but less than ten (10) years of service - 15 days per year. The employee shall receive the additional days in January of the anniversary year.
- Over ten (10) years - 15 days per year plus one day per year (over the first ten years) with a maximum of 25 days. The employee shall receive the additional days in January of the anniversary year.

If an employee ceases employment with the Borough during the calendar year, vacation leave shall be calculated on a pro-rata basis from January 1 through the date of separation. In a milestone anniversary year, the additional vacation days will be credited only if the employee is actively employed on the anniversary date.

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

Permanent part-time employees shall earn vacation on a pro-rated basis. Permanent part-time employees shall accrue leave at the rate prescribed for permanent full-time employees in proportion to the hours worked per week by the permanent full-time employees.

Temporary employees are not entitled to vacation leave.

The decision as to when a vacation may be taken is vested in the Supervisor, subject to the approval of the Department Head; employees do not have the right to decide independently when their vacation shall take place. Vacations shall be taken at such times and for such terms as the Department Head shall determine is in the best interest of the Borough.

Department Heads, including the Borough Manager, Chief Financial Officer, Borough Clerk, Public Works Director, Planning/Zoning Board Administrator, Police Chief, and

Recreation Director, shall receive five (5) additional days beyond those listed above, not to exceed a total of 25 days.

Department Heads shall schedule vacation days in a manner that will not prevent the proper discharge of the Borough's responsibilities. Preference in the selection and assignments of vacation periods will be given to those employees of the same title longest in the service of the Borough in order of their lengths of service.

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

Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Borough Manager until, pursuant to a plan established by the, the leave is used or the employee or officer is compensated for that leave, which shall not be subject to collective negotiation or collective bargaining.

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## TELEWORKING

### 4.32

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#### Definition

The official definition of "telework" can be found in the Telework Enhancement Act of 2010: "the term 'telework' or 'teleworking' refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work."

In practice, "telework" is a work arrangement that allows an employee to perform work, during any part of regular, paid hours, at an approved alternative worksite (e.g., home, telework center). This definition of telework includes what is generally referred to as remote work but does not include any part of work done while on official travel or mobile work. The terms "telework" and "flexible workplace" and both are sometimes used to describe what we now generally refer to as "telework."

#### Policy

The Borough has established a telework policy to reduce the need for increased office space, increase productivity, increase office morale and for the general safety and welfare of the employee, fellow employees and the general public. The Borough's telework policy is voluntary, and individual participation is solely a managerial prerogative.

Telework is a substitute for commuting to and from work, where technology such as telephones and personal computers are used to facilitate performance of work at the employee's home or other remote location. Telework arrangements can include:

1. Telework occasionally to complete a special project or task.
2. Telework only a portion of the day.
3. Telework on a scheduled, part-time basis.
4. Telework on a scheduled, full-time basis for a discrete period of time.

Certain jobs do not lend themselves to working from home, such as face-to-face customer service, emergency services, and public works to name a few.

#### Criteria for Eligibility

All employees are eligible for the Borough's telework program, provided the following criteria are met:

1. Employee must have a position that requires minimum resident contact.

2. Employee must be able to demonstrate that their duties can be fully performed and that their productivity and performance will be maintained or increased.
3. Employee must be able to demonstrate that their department will not suffer any negative effects.
4. Employee must be able to demonstrate that supervisory oversight will not be diminished.
5. Employee must absorb all costs associated with the use and maintenance of the equipment (such as phone charges, internet access charges, repair of equipment, etc.) and for all home office supplies (such as paper, printer cartridges, etc.).
6. Employee must absorb all additional costs incurred by the Borough that would not have been incurred had the employee been working in the Borough's offices (e.g., the cost of sending or receiving materials to and from the Borough by overnight mail).
7. Employee must designate a specific work area within their home. The work area must be maintained in a safe and secure condition, free from hazards and other dangers to the employee, equipment, documents, records, and information. Employee may be required to submit a diagram of the work area.
8. Employee is responsible for compliance with all individual tax/zoning requirements that may be implicated by the telework arrangement.
9. Employee must have the approval of their Supervisor.

#### Conditions of Participation

If an employee meets the foregoing Criteria for Eligibility, and if the employee's request to telework is granted, the following conditions will govern the employee's participation in the program:

1. Employee must be available (via telephone, email, etc.) during normal business hours.
2. Telephone calls, emails, and/or any other communications must be returned within an appropriate timeframe.
3. Employee will continue to work their prescribed work week, including hours and breaks and will continue to keep accurate records of hours worked. Employee will not work overtime except in accordance with the Borough's overtime policy. All time shall be recorded in the Borough's Time & Attendance system.
4. Ideally a telework arrangement shall not exceed two (2) full workdays per week. However, this may be waived at the sole discretion of the Borough due to the general safety and welfare of the employee, fellow employees and the general public.
5. Employee's salary and benefits are unaffected by this program.
6. The duties, obligations, responsibilities, and conditions of employment remain unaffected. Employee must adhere to all Borough policies and procedures including, but limited to, those that pertain to the use and security of electronic equipment, reporting of injuries, confidentiality of Borough information, etc.

7. Employee must appropriately restrict access to Borough equipment and information through use of physical devices (e.g., locks) and electronic devices (e.g., computer passwords).
8. In the event of a circumstance which impairs the employee's telework ability (e.g., faulty equipment), the employee shall be required to return to the municipal offices immediately and until such time as the problem is corrected or utilize appropriate paid time off unless otherwise authorized by the Borough at its sole discretion due to the general safety and welfare of the employee, fellow employees and the general public.
9. With reasonable advance notice, the Borough may conduct on-site inspections during regular business hours of the employee's workspace to ensure it is free from hazards, to ensure that municipal records are kept in a safe and secure environment, to ensure that the employee is working, and for other legitimate supervisory purposes. Inspections may be conducted of both physical items (e.g., desks, filing cabinets, etc.) and computer and other electronic equipment and files. Should exceptional circumstances exist, such inspections may be conducted without advance notice. Employee acknowledges that they have no reasonable expectation of privacy in connection with any work-related equipment or space.
10. At the sole discretion of the Borough Manager, the employee must report to work when ordered.
11. At the sole discretion of the Borough Manager, any telework arrangement may be cancelled at any time.

#### Procedure for Making Telework Request

An employee wishing to telework must make a written request to the Borough Manager detailing how their request meets each of the Criteria for Eligibility. The Borough Manager shall approve or deny each request based upon its own merits and circumstances. If the request is approved, the employee must agree in writing to abide by each of the Criteria for Eligibility and the Conditions for Participation for the duration of the telework arrangement.

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**RECEIPT FOR PERSONNEL POLICIES AND PROCEDURES  
MANUAL**

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I acknowledge that I have received a copy of the Borough of Mountain Lakes Personnel Policies and Procedures Manual. I agree to read it thoroughly. I agree that if there is any policy or provision in the Manual that I do not understand, I will seek clarification from my Department Head or Borough Manager. I understand that the Borough is an "at will" employer, and consistent with applicable Federal and State law (as well as applicable bargaining unit agreements), employment with the Borough is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the Borough has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this manual states the Borough's personnel policies in effect on the date of publication. I understand that nothing contained in the manual may be construed as creating a promise of future benefits or a binding contract with the Borough for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time.

Please sign and date this receipt and return it to the Borough Manager.

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Print Name

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Signature

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Date

## AMERICANS WITH DISABILITIES AND PREGNANT WORKERS FAIRNESS

### 1.2

The Borough complies with the New Jersey Law Against Discrimination, the Americans with Disabilities Act, and the federal Pregnant Workers Fairness Act ("PWFA"). The Borough will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability, pregnancy, pregnancy-related medical conditions, breastfeeding or childbirth. The Borough also will make reasonable accommodations wherever necessary for all employees or applicants with disabilities, or with known limitations related to pregnancy, childbirth or related medical conditions, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that accommodations do not require significant difficulty or expense. The Borough's nondiscrimination policy applies to all aspects of the employer-employee relationship, including recruitment, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and termination.

**Definitions.** The Americans with Disabilities Act defines an individual with a disability as any person who:

- (1) has a physical or mental impairment that substantially limits one or more major life activities, such as caring for oneself, walking, seeing, hearing, or speaking.
- (2) has a record of such an impairment; or
- (3) is regarded as having such an impairment.

An individual must satisfy at least one of the three prongs of the above definition to be considered an individual with a disability under the ADA. Temporary conditions, such as a broken leg, are not disabilities, nor are minor impairments, such as vision problems that are correctable with glasses.

The New Jersey Law Against Discrimination defines disability as a physical disability, infirmity, malformation or disfigurement which is caused by bodily injury, birth defect or illness including epilepsy and other seizure disorders, and which shall include, but not be limited to, any degree of paralysis, amputation, lack of physical coordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment or physical reliance on a service or guide dog, wheelchair, or other remedial appliance or device, or any mental, psychological or developmental disability resulting from anatomical, psychological, physiological or neurological conditions which prevents the

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normal exercise of any bodily or mental functions or is demonstrable, medically or psychologically, by accepted clinical or laboratory diagnostic techniques. Disability shall also mean AIDS or HIV infection.

A qualified individual is an individual with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position held or sought. An individual who poses a threat to the health and safety of oneself or to others is not qualified. Reasonable accommodation means any change or adjustment to a job or work environment that does not impose an undue hardship on the Borough, or that permits a qualified applicant or employee with a disability to participate in the job application process, perform the essential functions of the job, or enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities.

The Pregnancy Workers Fairness Act ("PWFA") defines "pregnancy and childbirth" as meaning the pregnancy or childbirth of the specific employee in question and includes, but is not limited to, current pregnancy; past pregnancy; potential or intended pregnancy (which can include infertility, fertility treatment, and the use of contraception); labor; and childbirth.

Requesting Accommodation. Qualified employees or prospective employees with disabilities, or who need accommodations due to pregnancy, childbirth, or related medical conditions, may request accommodations to perform the essential functions of their job or gain access to the hiring process. Employees or prospective employees should direct their written request to the Borough. In the written request, the employee or prospective employee should identify themselves as a person with a disability, eligible for protection, or include an explanation of the pregnancy-related limitation and identify the nature of the accommodation or consideration desired.

The Borough may require the employee to provide adequate medical or other appropriate documentation of the disability or pregnancy or childbirth-related condition and the need for the desired accommodation. The Borough will reasonably accommodate the known physical or mental limitation of an otherwise qualified applicant or employee with a disability or employee affected by pregnancy or childbirth unless the accommodation would impose an undue hardship on the Borough's business operation.

To further the Borough's nondiscrimination policy, the Borough will:

- Identify the essential functions of a job.
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and
- Determine whether a reasonable accommodation can be made for a qualified individual.

Reasonable accommodations that the Borough may provide in connection with modifications to the work environment or adjustments in how and when a job is performed may include the following:

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- Making existing facilities accessible and usable.
- Job restructuring.
- Part-time or modified work schedules.
- Acquiring or modifying equipment or devices.
- Appropriate adjustment or modifications of testing materials, training materials, and/or policies.
- Reassignment to a vacant position.

In the case of an employee needing accommodations for pregnancy or childbirth, a reasonable accommodation may include the temporary suspension of essential functions and/or modifications or adjustments that permit the temporary suspension of essential functions.

In the case of an employee breastfeeding her infant child, the accommodation shall include reasonable break time each day to the employee and a suitable room or other location with privacy, other than a toilet stall, in close proximity to work area for the employee to express breast milk for the child.

The Borough is also committed to not discriminating against any qualified employee or applicant because they are related to or associated with a person with a disability. If any applicant or employee has questions concerning the Borough's equal employment opportunity policy, they should contact the Borough.

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## POLICY AGAINST HARASSMENT

### 1.5

The Borough is committed to providing a work environment that is free of discrimination. The Borough will not tolerate harassment of or by employees towards anyone, including any supervisor, co-worker, or non-employee, including vendors and citizens.

**Applicability.** This policy applies to all people employed by the Borough, as well as volunteers working on behalf of the Borough, and prohibits such conduct by or towards all such employees / volunteers. Independent contractors, vendors and all other parties engaged in a professional business relationship with the Borough are also expected to abide by the policy. In addition, no employee shall be required to withstand behavior from the public which violates this policy.

**Purpose.** This policy is designed to ensure all employees a work environment free of any type of discrimination based upon a protected status, including freedom from sexual harassment. The purpose of this policy is to inform employees that harassment based upon a protected status is prohibited, to educate employees about harassment based upon a protected status and to provide employees with a procedure to bring complaints to management's attention.

**Provisions.** All employees are expected to avoid any behavior or conduct of a harassing or discriminatory nature. The Borough prohibits any form of harassment or discrimination related to an employee's protected group status, including race, creed, color, national origin, ancestry, religion, age, marital status, civil union status, domestic partnership status, affectional or sexual orientation, familial status, genetic information, sex, gender identity or expression, disability (including perceived disability, physical, mental, and/or intellectual disabilities), atypical hereditary cellular or blood trait, or because of the liability for service in the Armed Forces of the United States, veteran status, citizenship status, or any other group status protected by law. Harassment includes, but is not limited to:

- A. Treating an individual less favorably based on a person's protected group status;
- B. Using derogatory or demeaning slurs to refer to a person's protected group status;
- C. Calling another by an unwanted nickname which refers to one or more protected group statuses, or telling ethnic jokes that harass an employee or create a hostile work environment;
- D. Using derogatory references regarding a protected group status in any job-related communication;
- E. Engaging in threatening, intimidating, or hostile acts, in the workplace, based on a protected group status; or
- F. Displaying or distributing material in the workplace that contains language or derogatory or demeaning images, based on any protected group status.

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Any form of harassment or discrimination related to an employee's protected group status violates this policy. A hostile work environment can arise not only from conduct at the workplace, but can also arise from conduct occurring in a work-related context outside of the workplace (i.e., virtually or off-site) and conduct occurring in a non-work related context (i.e., through private phones, computers, or social media accounts) when that conduct impacts the workplace.

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This policy applies to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, compensation, fringe benefits, working conditions and career development.

Violations of this policy will result in appropriate disciplinary action up to and including termination of employment.

**Sexual Harassment.** The Borough prohibits sexual harassment of its employees in any form. Such conduct shall result in appropriate disciplinary action up to and including dismissal from employment.

A. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct, gestures or communications, expressed or implied, of a sexual nature when:

- (1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment; or
- (2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment, or
- (3) That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or creating an intimidating hostile or offensive employment environment.

B. Prohibited Conduct: No supervisory employee shall threaten or insinuate either directly or indirectly, that an employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, evaluation, compensation, assignment, advancement, or any other condition of employment. Similarly, no supervisory employee shall promise or suggest either directly or indirectly, that an employee's submission to sexual advances will result in any improvement in any term or condition of employment for the employee.

Other sexually harassing conduct in the workplace, whether committed by supervisory or non-supervisory personnel is also prohibited. This includes, but shall not be limited to:

- (1) Sexual flirtations, advances, propositions, subtle pressure for sexual activity, flirtatious whistling, discussing sexual activities;
- (2) Verbal abuse of a sexual nature including sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, and foul or obscene language or gestures;

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(3) The display of sexually graphic pictures or pictures of an offensive nature, or objects in the workplace, including sexually suggestive written material such as letters, notes, facsimiles, text messages and e-mails;

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(4) Any unwelcome sexually motivated touching, including, for example, patting, pinching, hugging, cornering, blocking or impeding movement and repeated brushing against another employee's body.

Sexual harassment also occurs when one person harasses another solely because of the victim's gender. This type of sexual harassment may involve unwelcome sexual demands or overtures, but it may also take the form of other harassing conduct not necessarily sexual in nature. For example, this would include gender stereotyping such as comments about the lesser abilities, capacities, or the "proper role" of females. It also includes subjecting a woman or a man to non-sexual harassment solely because of her or his gender. Sexual harassment is prohibited whether the harasser is male or female, and whether the harassment is opposite sex or same-sex harassment.

Complaint Procedure. Any employee who feels he or she has been subject to harassment should report the incident directly to the designated Affirmative Action Officer (Borough Manager). In an instance where the accusation is against the Affirmative Action Officer (Borough Manager), the complaint may be brought directly to the Borough Attorney. The designated Affirmative Action Officer (or Borough Attorney) will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy. The names and telephone numbers of the designated Affirmative Action Officer, and Borough Attorney are contained in the Contact Information attached to this policy.

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Any individual uncomfortable reporting an incident to the designated Affirmative Action Officer, should feel free to go to any management representative, which they feel most comfortable to relay the problem. When any management representative learns of a violation of this policy, the management representative shall assist the victim in reporting the alleged incident(s) of harassment.

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Alternatively, any employee who feels he or she has been subject to harassment should report the incident directly to the Borough Manager. The Borough Manager will ask the employee to complete a Harassment Complaint Form. Employees, however, are not required to complete the complaint form to initiate a harassment complaint under this policy.

All employees are encouraged to notify the alleged harasser that the behavior in question is thought to be offensive and unwelcome. However, failure to inform the alleged harasser that the behavior is unwelcome does not prevent the victim from filing a complaint pursuant to this policy. The harassment or discrimination does not have to occur on the Borough's property during regular work hours for an employee to file a complaint under this policy.

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The Borough strongly encourages employees who witness conduct which they believe violates the Borough's Policy Against Harassment to report the violation pursuant to this complaint procedure. The Borough encourages the prompt reporting of complaints so that rapid response and appropriate action may be taken. Any complaint should be reported within sixty (60) days to be considered current. Nevertheless, due to the sensitive nature of these problems, all complaints will be investigated, regardless of when they are filed.

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**Investigation Procedure.** The Borough shall conduct an investigation into the harassment complaint to determine the merits of the allegations. The designated Affirmative Action Officer and/or Borough Manager shall designate an objective investigator to determine the validity of any complaint. The objective investigator may include any third party deemed appropriate.

The investigation shall be completed in a reasonable time to resolve the issue and minimize the effects of such investigation on the parties involved. The investigation will, at a minimum, include an interview with the employee bringing the complaint and the accused.

If the Borough determines that the complaint has merit, the accused shall face appropriate disciplinary action based upon the severity of the complaint and any prior history of past charges against the individual. Disciplinary action may include a written warning, suspension, demotion, and/or termination of employment. Any disciplinary action shall be consistent with applicable collective bargaining agreements, regulations and applicable due process safeguards. Upon completion of the investigation, the entire file shall be maintained in a secure location with the Borough.

In the event that the Borough determines the complaint to be intentionally dishonest, appropriate disciplinary action may be taken against the employee who caused the complaint to be filed.

**Privacy.** To the extent possible, all persons involved in a harassment complaint will be given the utmost protection of privacy. Specifically, the Borough will strive, both during and after the investigation, to maintain confidentiality to the fullest extent possible, including confidentiality of the identities of all persons involved or alleged to be involved in the incident, revealing only those particulars of the matter to the extent necessary for a thorough investigation. Any employee who unnecessarily compromises the confidentiality of an investigation will be subject to appropriate discipline.

**Responsibility of Supervisory Personnel.** Supervisors are to monitor the work environment to ensure that all subordinates comply with this Policy Against Harassment. When a supervisor learns of a violation of this policy, the supervisor shall assist the victim in reporting the alleged incident(s) of harassment.

Alternatively, the supervisor shall report the matter to the designated Affirmative Action Officer and/or Borough Manager for resolution.

**Retaliation Prohibited.** The Borough encourages victims of harassment to bring their complaints to management by ensuring that no reprisals or retaliation will result from the good faith reporting of harassment. The filing of a complaint, in good faith, shall not, under any circumstances provide cause for discipline. Additionally, it is a violation of this policy for any personnel to retaliate against another because he or she filed a complaint or otherwise participated in the complaint procedure.

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Any supervisor who receives a harassment complaint from any employee must bring it to the attention of the designated Affirmative Action Officer and/or Borough Manager for resolution. Supervisors shall closely monitor the work environment for any forms of retaliation once an

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allegation has been made. This will include but not be limited to verbal remarks, irregular assignments or any other activity that may contribute to a hostile work environment.

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Legal Effect. This Policy Against Harassment is to be construed as a unilateral expression of the policy of the Borough concerning harassment in the workplace. It is not intended to create any contractual rights or duties and any such intention or effect is hereby disclaimed. This policy may be amended, supplemented, modified and/or revised at any time. Any employee with questions regarding the Borough's Policy Against Harassment should contact the designated Affirmative Action Officer and/or Borough Manager.

Training. The Borough recognizes the need to reinforce its policies with effective training. Training is to be provided to all supervisory and non-supervisory employees. Ultimately, the goal of effective training is to build a culture in which all employees feel safe. Training may be conducted in person or through electronic means. To the extent economically and operationally feasible, training should be conducted live whenever possible. Training should empower participants to intervene appropriately when they witness harassment or discrimination. This means not only training participants on the requirements of the policy prohibiting harassment and discrimination, but also training participants on tools for response and lodging complaints. Training should emphasize the negative impact of harassment and discrimination on employees, workplace productivity, workplace culture, and encouraging those employees who either experience harassment/discrimination or witness it to report it.

Monitor for Compliance. The Borough acknowledges the importance of ensuring that its policies and procedures are actually working as intended to prevent sexual harassment and other forms of discrimination from occurring in the workplace. It is the expectation of the Borough that all supervisors shall enforce anti-harassment policies and that setting the proper example is part of their job description and part of the evaluation of their job performance. The Borough will engage in proactive efforts to monitor and ensure compliance with its policies within their workplaces. Contact Information:

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Affirmative Action Officer  
Mitchell Stern  
Borough Manager  
973-334-3131  
[manager@mtnlakes.org](mailto:manager@mtnlakes.org)

Borough Attorney  
Robert Oostdyk  
973-835-0100  
[roostdyk@murphymckeeonlaw.com](mailto:roostdyk@murphymckeeonlaw.com)

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Harassment Complaint Form

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COURSE OF THIS INVESTIGATION MUST NOT BE DISCLOSED\***

Name: \_\_\_\_\_

Department: \_\_\_\_\_

Job Title: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Union Representative (if any): \_\_\_\_\_

Time Period Covered by Complaint: \_\_\_\_\_

Individuals Who Allegedly Committed Harassment:

	Name	Department	Job Title
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

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Describe the dates and the nature of the harassment allegedly committed by each identified individual:

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Identify all employees or others with knowledge of the complained of conduct:

Are there any documents which contain information supporting the occurrences described above?

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Is there any physical evidence which supports your complaint? If so, please describe:

Have you missed any work time as a result of the alleged harassment? If "yes," identify the occasions.

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Have you incurred any unreimbursed medical expenses as a result of the alleged harassment?

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If you previously complained about this or related acts of general harassment to an Employer supervisor or official, please identify the individual to whom you complained, the date of the complaint, and the resolution of your complaint:

*(Attach Additional Sheets if Necessary)* Are you afraid that someone may retaliate against you because you filed this complaint? If so, please identify the person(s) and indicate the reasons why you feel the person(s) may retaliate against you.

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What is your requested remedy in this complaint?

Acknowledgement:

The information provided above is true and correct.

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

To investigate your complaint, it will be necessary to interview you, the alleged harasser(s), and any witnesses with knowledge of the allegations or defenses. The Borough will notify all persons involved in the investigation that it is confidential and that unauthorized disclosures of information concerning the investigation could result in disciplinary action up to and including termination.

*I am willing to cooperate fully in the investigation of my complaint and to provide whatever evidence the Borough deems relevant.*

Signature of Complainant: \_\_\_\_\_ Date: \_\_\_\_\_

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Witness Statement Form

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DURING THE COURSE OF THIS INVESTIGATION MUST NOT BE DISCLOSED\***

Name:

\_\_\_\_\_

Department:

\_\_\_\_\_

Job Title:

\_\_\_\_\_

Union Representative (if any):

\_\_\_\_\_

Length of Time Known: Complainant \_\_\_\_\_ Respondent \_\_\_\_\_

Individuals Who Allegedly Committed Harassment:

Name

Department

Job Title

1.

\_\_\_\_\_

\_\_\_\_\_

2.

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Identities of other persons with knowledge of facts relevant to this investigation:

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*(Attach Additional Sheets if Necessary)*

Witness Statement Form (cont'd)

Please provide a detailed description of the events you witnessed. Include the date, time, location and individuals present.

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Any other information which should be considered in evaluating the validity of the complaint in this case:

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Acknowledgment:

I, \_\_\_\_\_, affirm that the information I have provided is true and correct. I acknowledge that the investigation is confidential and that I am not to disclose information obtained by me during the course of this investigation. I understand that unauthorized disclosures could result in disciplinary action up to and including termination.

Signature \_\_\_\_\_ of \_\_\_\_\_ Witness: \_\_\_\_\_ Date: \_\_\_\_\_

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## COMPENSATION

### 2.1

The Borough of Mountain Lakes will pay its employees in accordance with the provisions of applicable collective bargaining agreements, ordinances, and in compliance with the Fair Labor Standards Act ("FLSA") and the New Jersey Wage and Hour Law.

Unless otherwise specified by collective bargaining agreement, the Borough of Mountain Lakes pay period are as follows:

- Work that occurs from the first of the month through the 14<sup>th</sup> of the month is paid on the 15<sup>th</sup> of the month. If the 15<sup>th</sup> falls on a weekend, payment would be paid the Friday before. If the 15<sup>th</sup> falls on a holiday, payment would be made the last business day prior to the 15<sup>th</sup>.
- Work that occurs from the 15<sup>th</sup> of the month through the end of the month is paid on the last day of the month. If the last day of the month falls on a weekend, payment would be paid the Friday before. If the last day of the month falls on a holiday, payment would be made the last business day prior to that date.

Payment for overtime is held back for one (1) pay period in order to compute payment of the amount due.

All employees must enroll in direct deposit to a designated checking, savings, or share account at a financial institution of their choice and provide their designated financial institution and account(s) information to the Chief Financial Officer (CFO). Employees are responsible for notifying the CFO promptly of any changes to their banking information to ensure accurate and timely direct deposits. Information regarding net pay, including detailed pay stubs, will be available to employees electronically through a secure online platform. For employees without a traditional bank account, the Borough of Mountain Lakes will offer a payroll debit card, in compliance with applicable laws and regulations.

Effective August 1, 2025, in accordance with Resolution 132-25, paychecks for all employees shall be via direct deposit.

Employees are not entitled to retroactive pay increases if an employee separates employment, voluntarily or involuntarily, from the employ of the Borough of Mountain Lakes, prior to the retroactive payment, unless otherwise stated in the applicable bargaining agreement.

#### Compensatory Time

Employees may accumulate a maximum of 75 hours of compensatory time but may not carry more than 10 days accumulated compensatory time from one calendar year to the

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next. If, however due to working conditions, the employee was unable to use his/ her compensatory time the Borough Manager may waive this limitation.

The employee must request the excess carry over in writing to his/ her department head prior to November 30 of the calendar year. The decision as to whether to carry the excess time over will be made by the **Borough Manager**, prior to December 31.

If the department head decides that said carry over is warranted, then the Borough in its discretion must either pay the employee for the excess time on a straight time basis or carry over the excess time. If the department head determines that working conditions did not prevent the employee from using the excess accumulated compensatory time during the calendar year, then the employee shall lose that excess time.

Upon the employee's termination the employee will be reimbursed for the compensatory time earned on a straight time basis not to exceed 75 hours.

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## PAID HOLIDAYS

### 2.5

All permanent employees are granted thirteen (13) holidays. They may vary from year to year based upon the calendar. In general, the following holidays are observed:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Holiday (2)
- Employee Choice Holiday (3)

The three Employee Choice holidays may be taken at the employee's discretion, subject to approval by their Department Head.

When a holiday falls on a Sunday, and an employee is not scheduled to work on that day, the following Monday is observed as the holiday. If the holiday falls on a Saturday, and an employee is not scheduled to work on that day, the preceding Friday is observed as the holiday.

Employees who normally work on Saturdays shall observe the holiday should it fall on a Saturday.

If a holiday occurs when an employee is on vacation or sick leave, a charge against vacation or sick leave is not made.

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

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Martin Luther King's Birthday\*

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Good Friday\*

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Columbus Day\*

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## VACATION LEAVE

### 2.9

All permanent employees, except those covered by duly adopted Collective Bargaining Agreement, shall be granted vacation days according to the following schedule:

- Less than five (5) years of service - 10 days per year, provided no vacation can be taken until completion of the employee's first ninety (90) days of service. In the first year of employment, vacation days shall be pro-rated from the date of employment until the end of the calendar year.
- Over five (5) years but less than ten (10) years of service - 15 days per year. The employee shall receive the additional days in January of the anniversary year.
- Over ten (10) years - 15 days per year plus one day per year (over the first ten years) with a maximum of 25 days. The employee shall receive the additional days in January of the anniversary year.

If an employee ceases employment with the Borough during the calendar year, vacation leave shall be calculated on a pro-rata basis from January 1 through the date of separation. In a milestone anniversary year, the additional vacation days will be credited only if the employee is actively employed on the anniversary date.

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

Permanent part-time employees shall earn vacation on a pro-rated basis. Permanent part-time employees shall accrue leave at the rate prescribed for permanent full-time employees in proportion to the hours worked per week by the permanent full-time employees.

Temporary employees are not entitled to vacation leave.

The decision as to when a vacation may be taken is vested in the Supervisor, subject to the approval of the Department Head; employees do not have the right to decide independently when their vacation shall take place. Vacations shall be taken at such times and for such terms as the Department Head shall determine is in the best interest of the Borough.

Department Heads, including the Borough Manager, Chief Financial Officer, Borough Clerk, Public Works Director, Planning/Zoning Board Administrator, Police Chief, and

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Recreation Director, shall receive five (5) additional days beyond those listed above, not to exceed a total of 25 days.

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Department Heads shall schedule vacation days in a manner that will not prevent the proper discharge of the Borough's responsibilities. Preference in the selection and assignments of vacation periods will be given to those employees of the same title longest in the service of the Borough in order of their lengths of service.

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

Vacation leave not taken in a given year because of duties directly related to a state of emergency declared by the Governor may accumulate at the discretion of the Borough Manager until, pursuant to a plan established by the, the leave is used or the employee or officer is compensated for that leave, which shall not be subject to collective negotiation or collective bargaining.

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## TELEWORKING

### 4.32

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#### Definition

The term 'telework' or 'teleworking' refers to a work flexibility arrangement under which an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work."

In practice, "telework" is a work arrangement that allows an employee to perform work, during any part of regular, paid hours, at an approved alternative worksite (e.g., home, telework center). This definition of telework includes what is generally referred to as remote work but does not include any part of work done while on official travel or mobile work. The terms "telework" and "flexible workplace" and both are sometimes used to describe what we now generally refer to as "telework."

#### Policy

The Borough has established a telework policy to reduce the need for increased office space, increase productivity, increase office morale and for the general safety and welfare of the employee, fellow employees and the general public. The Borough's telework policy is voluntary, and individual participation is solely a managerial prerogative.

Telework is a substitute for commuting to and from work, where technology such as telephones and personal computers are used to facilitate performance of work at the employee's home or other remote location. Telework arrangements can include:

1. Telework occasionally to complete a special project or task.
2. Telework only a portion of the day.
3. Telework on a scheduled, part-time basis.
4. Telework on a scheduled, full-time basis for a discrete period of time.

Certain jobs do not lend themselves to working from home, such as face-to-face customer service, emergency services, and public works to name a few.

#### Criteria for Eligibility

All employees are eligible for the Borough's telework program, provided the following criteria are met:

1. Employee must have a position that requires minimum resident contact.
2. Employee must be able to demonstrate that their duties can be fully performed and that their productivity and performance will be maintained or increased.
3. Employee must be able to demonstrate that their department will not suffer any negative effects.

4. Employee must be able to demonstrate that supervisory oversight will not be diminished.
5. Employee must absorb all costs associated with the use and maintenance of the equipment (such as phone charges, internet access charges, repair of equipment, etc.) and for all home office supplies (such as paper, printer cartridges, etc.).
6. Employee must absorb all additional costs incurred by the Borough that would not have been incurred had the employee been working in the Borough's offices (e.g., the cost of sending or receiving materials to and from the Borough by overnight mail).
7. Employee must designate a specific work area within their home. The work area must be maintained in a safe and secure condition, free from hazards and other dangers to the employee, equipment, documents, records, and information. Employee may be required to submit a diagram of the work area.
8. Employee is responsible for compliance with all individual tax/zoning requirements that may be implicated by the telework arrangement.
9. Employee must have the approval of their Supervisor.

#### Conditions of Participation

If an employee meets the foregoing Criteria for Eligibility, and if the employee's request to telework is granted, the following conditions will govern the employee's participation in the program:

1. Employee must be available (via telephone, email, etc.) during normal business hours.
2. Telephone calls, emails, and/or any other communications must be returned within an appropriate timeframe.
3. Employee will continue to work their prescribed work week, including hours and breaks and will continue to keep accurate records of hours worked. Employee will not work overtime except in accordance with the Borough's overtime policy. All time shall be recorded in the Borough's Time & Attendance system.
4. Ideally a telework arrangement shall not exceed two (2) full workdays per week. However, this may be waived at the sole discretion of the Borough due to the general safety and welfare of the employee, fellow employees and the general public.
5. Employee's salary and benefits are unaffected by this program.
6. The duties, obligations, responsibilities, and conditions of employment remain unaffected. Employee must adhere to all Borough policies and procedures including, but limited to, those that pertain to the use and security of electronic equipment, reporting of injuries, confidentiality of Borough information, etc.

7. Employee must appropriately restrict access to Borough equipment and information through use of physical devices (e.g., locks) and electronic devices (e.g., computer passwords).
8. In the event of a circumstance which impairs the employee's telework ability (e.g., faulty equipment), the employee shall be required to return to the municipal offices immediately and until such time as the problem is corrected or utilize appropriate paid time off unless otherwise authorized by the Borough at its sole discretion due to the general safety and welfare of the employee, fellow employees and the general public.
9. With reasonable advance notice, the Borough may conduct on-site inspections during regular business hours of the employee's workspace to ensure it is free from hazards, to ensure that municipal records are kept in a safe and secure environment, to ensure that the employee is working, and for other legitimate supervisory purposes. Inspections may be conducted of both physical items (e.g., desks, filing cabinets, etc.) and computer and other electronic equipment and files. Should exceptional circumstances exist, such inspections may be conducted without advance notice. Employee acknowledges that they have no reasonable expectation of privacy in connection with any work-related equipment or space.
10. At the sole discretion of the Borough Manager, the employee must report to work when ordered.
11. At the sole discretion of the Borough Manager, any telework arrangement may be cancelled at any time.

#### Procedure for Making Telework Request

An employee wishing to telework must make a written request to the Borough Manager detailing how their request meets each of the Criteria for Eligibility. The Borough Manager shall approve or deny each request based upon its own merits and circumstances. If the request is approved, the employee must agree in writing to abide by each of the Criteria for Eligibility and the Conditions for Participation for the duration of the telework arrangement.





**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES  
JULY 28, 2025  
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, the Morris County Daily Record, and The Star Ledger on January 9, 2025 and posted in the municipal building.

Mayor Barnett called the meeting to order at 7:01p.m.

**ROLL CALL ATTENDANCE**

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

**FLAG SALUTE**

Mayor Barnett led the salute to the flag.

**EXECUTIVE SESSION**

There was no executive session.

**COMMUNITY ANNOUNCEMENTS**

Deputy Mayor Muilenburg announced that the Tourne band will perform at Island Beach on July 31<sup>st</sup> at 7pm.

Mayor Barnett encouraged all residents to subscribe to the Borough's weekly eblast and announced that the Health Department will host a free Child Health Clinic on August 14<sup>th</sup> from 4-8pm at 204 Flanders-Drakestown Road, Budd Lake, NJ.

**SPECIAL PRESENTATIONS**

**Swearing in of New Police Sergeant & New Police Officers**

Borough Clerk Fox administered the oath of office to new Mountain Lakes Police Sergeant Connor Grady and new Police Officers Derek Blair and Jeff Borst.

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

There were no reports.

**BOROUGH COUNCIL DISCUSSION ITEMS**

**Borough Council Mid-Year Goals Review**

Deputy Mayor Muilenburg reviewed the status of the 2025 Borough Council Goals.

Borough Manager Stern advised that the Borough received notification today of being awarded a \$112,200 grant from the Highlands Council for tasks one through four of the proposed lakes management study. Once completed, the Borough may apply for a grant to cover tasks five through eight.

Mayor Barnett suggested, and Council agreed, to add the recently established shared service agreement with Boonton Township for mechanic services to the Borough's goals document.

**PUBLIC COMMENT**

Mayor Barnett opened the meeting to the public.

There was no one from the public wishing to speak.

**ATTORNEY'S REPORT**

Borough Attorney Oostdyk reported the following:



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES**  
**JULY 28, 2025**  
**HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

The final step in the Sunset Lake Dam project will be to convey Borough-owned land to adjacent property owners, via ordinance, to allow dock access. This process involves a form of subdivision and will require Planning Board review prior to ordinance adoption.

The Borough Planner is reviewing revised plans for the proposed development at 49 Bloomfield Avenue, and a public discussion could take place at the September 24<sup>th</sup> Council meeting.

**MANAGER'S REPORT**

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

**RESOLUTIONS**

There were no resolutions.

**ORDINANCES TO INTRODUCE**

There were no ordinances to introduce.

**ORDINANCES TO ADOPT**

There were no ordinances to adopt.

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**\*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. *R130-25, Authorizing the Payment of Bills*
- b. *R131-25, Authorizing Approval to Submit Grant Application and Execute Grant Contract with the New Jersey Department of Transportation for the Midvale Road and Woodland Avenue Improvement Project*
- c. *R132-25, Authorizing Mandatory Direct Deposit*
- d. *R133-25, Increasing the Bid Threshold*
- e. *R134-25, Authorizing Membership in the Mountain Lakes Volunteer Fire Department*
- f. *R135-25, Adopting the Affordable Housing Trust Fund Spending Plan for the Borough of Mountain Lakes for the Period 2025 through 2035*
- g. *R136-25, Authorizing a Professional Services Agreement between the Borough of Mountain Lakes and Hoplite Communications*

**\*APPROVAL OF MINUTES**

6/23/25 (Regular)

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

Julia McVeigh to the Recreation Commission as Member with a term running through 12/31/27

**\*Approval of the Consent Agenda**

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



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES  
JULY 28, 2025  
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

**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
- ☒ Tax Collector

**COUNCIL REPORTS**

Affordable Housing Advisory Committee – Deputy Mayor Muilenburg reported the following: The August meeting has been cancelled. The chairperson (TJ Chiang) is stepping down, and Cynthia Korman will assume the role. The committee discussed transitioning from monthly to quarterly meetings, which Borough Attorney Oostdyk supports.

Public Works Committee – Mayor Barnett reported that the committee made the following recommendations: Replace the grommets on the Borough's large American flag. Fly the flag at Memorial Park on Memorial Day, Independence Day, and Veteran's Day. Hang festive bunting at the Island Beach pavilion for Independence Day. The Council supports the committee's recommendations.

Mayor Barnett proposed that the Council explore ways to streamline and enhance the efficiency of committees, and the Council agreed to do so.

**PUBLIC COMMENT**

Mayor Barnett opened the meeting to the public.

There was no one from the public wishing to speak.

**NEXT STEPS AND PRIORITIES**

There were no next steps or priorities.

**ADJOURNMENT at 8:12P.M.**

Motion made by Deputy Mayor Muilenburg, second by Councilmember Menard to adjourn the meeting at 8:12p.m., with all members in favor signifying by "Aye".

Respectfully Submitted,

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Cara Fox, Borough Clerk



**BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

# **CONSTRUCTION OFFICE**

## **MONTHLY ACTIVITY REPORT**

**JULY 2025**

### **ADMINISTRATIVE SUMMARY**

The property owner at 333 Route 46 West is actively marketing space in this multi-tenant building. Currently there are four tenant spaces undergoing fit-out construction at this building.

Footings and foundation walls have been installed at the new house under construction at 26 Lake Drive. Work will continue through the rest of the summer and into the Fall.

Punchlist items are being completed on Henderson Hall and the Henderson Hall Annex at The Craig School. Final inspections are expected to occur in the next several weeks – in time for the Fall school class session.

Hapgoods Restaurant is in the process of having final inspection completed on the new bar expansion. Opening is expected before the end of August.



Mountain Lakes Borough  
400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046

## Construction Permit Activity Report

7/1/2025 -> 7/31/2025

### Summary

	Cost:	Count:				
New:	\$0.00	0	Cubic Footage:	0 Cu.ft	Permits Issued:	27
Addition:	\$0.00	0	Square Footage:	0 Sq.ft	Updates Issued:	3
Alteration:	\$728,078.00	29				
Demolition:	\$975.00	1				
Total:	\$729,053.00	30				

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	5	\$9,061.00	\$0.00	\$9,061.00	B 35	27 %77.1	3 %8.6	5 %14.3
Plumbing:	7	\$4,995.00	\$0.00	\$4,995.00	P 16	16 %100	0 %0	0 %0
Electrical:	20	\$4,895.00	\$0.00	\$4,895.00	E 34	25 %73.5	9 %26.5	0 %0
Fire:	5	\$750.00	\$0.00	\$750.00	F 3	3 %100	0 %0	0 %0
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	13	\$1,170.00	\$0.00	\$1,170.00	M 16	15 %93.8	0 %0	1 %6.2
	50	\$20,871.00	\$0.00	\$20,871.00		104	86	12
DCA Training:	0		0		(Note: Does not include result of none)			
DCA State:	30		1225	\$400.00				
DCA Minimum:	0		0					
	30		\$1,225					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building 0	0	0	CA 17	\$0.00	\$0.00
Plumbing 0	0	0	CCO 0	\$0.00	\$0.00
Electrical 0	0	0	CO 0	\$0.00	\$300.00
Fire 0	0	0	CC 0	\$0.00	\$0.00
Mechanical 0	0	0	TCO 0	\$0.00	\$0.00
Elevator 0	0	0	TCC 0	\$0.00	\$0.00
Total:	\$0.00	\$0.00	Total: 17	\$0.00	\$300.00

#### NOTE:

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

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

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

Payments (Based on Payment Date)	
Permit (65)	\$23,391.00
NON-UCC (0)	\$0.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$23,391.00



Mountain Lakes Borough  
400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046

## Building Summary Report Comparison

Building Summary between the dates of 7/1/2025 and 7/31/2025.

Permit Summary	7/1/2025-7/31/2025	7/1/2024-7/31/2024	Month Diff %	YTD	YTD last Year	YTD Diff %
Permits Issued:	27	28	-3.6%	181	168	7.7%
Updates Issued:	3	2	50%	20	18	11.1%
Inspections Scheduled:	104	112	-7.1%	659	735	-10.3%
Inspections Passed:	86	92	-6.5%	527	595	-11.4%
Inspections Failed	12	9	33.3%	85	86	-1.2%
Certificates Of Occupancy Issued:	0	2	-100%	4	7	-42.9%
Certificates of Approval Issued:	17	35	-51.4%	204	163	25.2%
Cert Continuing Occupancy Issued:	0	0	NA	1	0	NA
Permit Payments Count:	65	67	-3%	419	369	13.6%
Fee Collected:	\$22,796	\$10,621	114.6%	\$109,572	\$142,935	-23.3%
Fee Collected (Subcodes Only):	\$20,871	\$9,602	106.1%	\$100,456	\$127,768	-19.1%
Violations	0	0	NA	2	5	-60%
Violation Payments	\$0.00	\$250.00	-100%	\$0.00	\$1,000.00	-100%
Ongoing Location Payments	\$0.00	\$0.00	NA	\$0.00	\$0.00	NA
Ongoing Test Payments	\$0.00	\$0.00	NA	\$0.00	\$0.00	NA



# BOROUGH of MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

PERIOD	2023 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	6,040.00	6,040.00		
FEBRUARY	18,631.00	24,671.00		
MARCH	17,114.00	41,785.00		
APRIL	7,334.00	49,119.00		
MAY	11,092.00	60,211.00		
JUNE	12,920.00	73,131.00		
JULY	21,403.00	94,534.00		
AUGUST	7,709.00	102,243.00		
SEPTEMBER	5,562.00	107,805.00		
OCTOBER	5,309.00	113,114.00		
NOVEMBER	19,533.00	132,647.00		
DECEMBER	14,543.00	147,190.00		

PERIOD	2024 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	23,174.00	23,174.00		
FEBRUARY	8,673.00	31,847.00		
MARCH	21,867.00	53,714.00	The Craig School	17,900.00
APRIL	12,212.00	65,926.00		
MAY	14,457.00	80,383.00		
JUNE	53,134.00	133,517.00	The Craig School	41,809.00
JULY	11,296.00	144,813.00		
AUGUST	10,115.00	154,928.00		
SEPTEMBER	10,716.00	165,644.00		
OCTOBER	12,041.00	177,685.00		
NOVEMBER	9,134.00	186,819.00		
DECEMBER	3,174.00	189,993.00		

PERIOD	2025 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	6,635.00	6,635.00		
FEBRUARY	11,433.00	18,068.00		
MARCH	12,913.00	30,981.00		
APRIL	67,234.00	98,215.00	26 Lake Drive	15,351.00
MAY	7,427.00	105,642.00		
JUNE	16,191.00	121,833.00		
JULY	23,391.00	145,224.00		
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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

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

TO: Mitchell Stern  
DATE: 8/13/25  
SUBJECT: July Fire Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of July 2025:

## FIRE CALLS (10)

LOCATION	DATE	TIME	DESCRIPTION
43 Lockley Court	7/4	9:50 AM	Gas Leak
1 East Shore Road	7/8	11:25 PM	Fire Alarm-Malfunction
High School	7/15	4:15 AM	Fire Alarm-Malfunction
17 Crystal Road	7/16	8:05 AM	Fire Alarm-Malfunction
Wildwood School	7/17	8:37 AM	Fire Alarm-Malfunction
75 Crestview Road	7/20	6:31 PM	Fire Alarm-Malfunction
29 Arden Road	7/23	5:15 AM	Fire Alarm-Malfunction
High School	7/24	1:15 PM	Fire Alarm-Set off by construction
5 Ball Road	7/25	3:20 PM	Lighting Struck large tree in front Of the house. Fire Alarm activated.
Ball Road	7/27	2:15 PM	Electrical outlet burned in garage Outlet in garage. Resident advised To contact an electrician

## DRILLS/TRAINING (6 )

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	7/2	7:00 PM	JFD Officer Training
High School	7/15	8:00 PM	Senior Drill
Firehouse	7/15	7:00 PM	JFD Officer Training and Refresher training for second year JFD Members
Firehouse	7/16	7:00 PM	JFD Officer Training
Borough	7/17	2:00 PM	Driver Training- Engine 1
High School	7/27	1:00 PM	JFD Training



## MEETINGS (5)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	7/1	7:00 PM	JFD Orientation Meeting
Firehouse	7/1	8:00 PM	Senior Officers Meeting
Firehouse	7/8	7:00 PM	JFD Orientation Meeting
Firehouse	7/22	7:00 PM	JFD Orientation Meeting
Firehouse	7/22	8:00 PM	Senior Dept Meeting
Firehouse	7/29	7:00 PM	JFD Orientation Meeting

## WORK DETAILS (0)

LOCATION	DATE	TIME	DESCRIPTION
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## COMMUNITY EVENTS (1)

LOCATION	DATE	TIME	DESCRIPTION
Island Beach	7/3	7:00 PM	Fireworks

## ANNOUNCEMENTS (3)

I am pleased to announce that 16 new members have joined the Junior Fire Department

The following members have completed FF1 training this summer

Fernando Ramos (Senior Dept)

Loreli Woodlee (Senior Dept.)

Evan Mei (JFD)

The Following members have completed FF2 training this summer

Nate Fitch

Jack Fitch

This is approximately 900 hours of combined training. Their service and dedication to the department is greatly appreciated.

## Breakdown of Manhours

Calls- 110

Training 105

Meetings 55

Miscellaneous-10

TOTAL: 280



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Derrick Webb**  
**Director of Health/Health**  
**Officer**  
[dwebb@mtolivetwp.org](mailto:dwebb@mtolivetwp.org)

204 Flanders-Drakestown Rd.  
Budd Lake, NJ 07828

P - (973) 691-0700 EXT. 7330

## **PUBLIC HEALTH SERVICES REPORT OF ACTIVITIES July 2025**

### **Administration:**

#### **Major Activities/Updates**

- Attended NJDOH Local Health Report Modernization Advisory Committee Meeting
- Attended NJEHA Executive Committee Meeting.
- Attended NJACCHO Board of Directors Meeting.
- The Health Department hosted a visit from the New Jersey Department of Health's Division of Local Public Health. We were one of only two Morris County Local Health Authorities chosen for the visit, recognized as a strong example of an effective Local Health Department.
- The Township of Mount Olive Health Department received National Accreditation Pathway Acknowledgement from the Public Health Accreditation Board (PHAB). The Mount Olive Health Department is only the second health department nationally and the first in New Jersey to achieve this significant status, highlighting our dedication towards improving public health in their community.

### **Environmental Health:**

#### **Major Activities/Updates**

- None



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## July 2025 Statistics

### INSPECTIONS & OTHER ACTIVITIES

Inspection Type	Number	July Results			YTD	2024
		Sat.	Cond.	Unsat.		
Retail Food Establishment (RFE) Inspections	0	0	0	0	13	14
Food Re-Inspections	0	0	0	0	2	1
Mobile Food Vendors	0	0	0	0	1	0
Temp. Food Vendors	0	0	0	0	0	0
RFE - Plan Reviews	0	0	0	0	2	0
RTF - Pre-Operation Insp.	0	0	0	0	0	0
Public Recreational Bathing Inspections	2	2	0	0	5	5
Public Recreational Bathing Sample Results Reviewed	12	12	0	0	70	56
Youth Camp Inspections	0	0	0	0	2	0
Meetings/Consultations	0	N/A	N/A	N/A	8	5
Violation Notices Issued	0	N/A	N/A	N/A	0	0
<b>Nuisance Complaints</b>						
Residential	0	N/A	N/A	N/A	0	0
Commercial	0	N/A	N/A	N/A	0	0
Chapter 24 (Food)	0	N/A	N/A	N/A	0	0
Other	0	N/A	N/A	N/A	0	0
<b>Summonses Issued</b>						
Residential	0	N/A	N/A	N/A	0	0
Commercial	0	N/A	N/A	N/A	0	0
Chapter 24 (Food)	0	N/A	N/A	N/A	0	0
Other	0	N/A	N/A	N/A	0	0
Court Appearances	0	N/A	N/A	N/A	0	0
<b>Total</b>	<b>14</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>103</b>	<b>76</b>

#### \*Recreational Bathing Inspections:

1. 07/28 – Island Beach – 276 Boulevard– Satisfactory
2. 07/28 – Birchwood Lake Beach – 49 W. Shore Rd.– Satisfactory



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## **Health Education:**

### **Major Activities/Updates**

- The Health Department started an Instagram Page (<https://www.instagram.com/mountolivehealth.nj/>), the page will be used to promote upcoming events and health educational materials. We currently have 189 Followers.
- Began planning for new Health Department Initiative: Public Health Minute. The Health Department will begin utilizing social media to deliver health educational messages.
- Created and Disseminated Awareness Materials:
  - Heath Education Newsletter (Summer Edition)
    - Life Jacket awareness a
    - Water safety – Pool safety
    - UV rays and sun damage prevention education
    - Heat Advisory content material shared from NJDOH.
    - Heat Advisory Tips
    - Pets and hot surfaces
    - Food Safety at the Pool
    - Fire Pit safety tips created for safe summer nights.
  - Top 5 Vaccines Adults Should Have (Check List)
  - Flood prevention- Turn Around Don't Drown

## **Public Health Nursing:**

### **Major Activities/Updates**

- Conducted Outbreak Surveillance and provided public health guidance.
- Attended CDC's National Measles Response biweekly calls.
- Attended CDC's Division of State and Local Readiness bi-weekly calls.
- Participated in NJDOH Monthly Vaccine Call
- Participated in NJDOH CDS Monthly Epidemiology Call



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- (7/2/25) Met with NJCEED, Atlantic Health System Cancer Care, regarding free cancer screenings for uninsured women.
- (7/23/25) Met with community partner, Life Force- Live-in caregivers for the elderly.
- Public Health Nursing QI Initiative: Met with NJCRI Program Director - Hepatitis C Reduction.
- Notification of community engagement/ health programs:
  - MOTHD
    - August Child Health Clinic (8/14/25, 4:00 – 8:00 pm)
  - Atlantic Health System Community events
    - Virtual Summer Exercise Classes
  - NORWESCAP
    - Seniors! How to avoid fraud
    - Understanding credit and how to read a credit report
    - Insurance Workshop
    - Budgeting and Savings
    - Price Comparisons
  - Table of Hope
    - Backpack Giveaway

## July 2025 Statistics

### INVESTIGATIONS & OTHER ACTIVITIES

Activity	July 2025	YTD	2024
School audits	0	6	0
Childcare/Pre-school audits	0	9	0
School/Childcare charts audited	0	750	0
Child Immunizations/NJIIS Registration	0	0	0
Adult Office Visits	0	0	0
Home Visits	0	0	0
Record Request	0	0	0
Blood Chemistry Screenings	0	0	0
Blood Pressure Screenings	0	0	0



# BOROUGH OF MOUNTAIN LAKES

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Influenza Vaccinations	0	0	12
COVID-19 Vaccinations (Adult)	0	0	0
COVID-19 Vaccinations (Pediatric)	0	0	0
Phone Consultations	0	3	6
Female Cancer Screenings	0	0	0
Skin Cancer Screening	0	0	0
Foot Screenings	0	0	0
Hearing Screenings	0	0	0

### Communicable Disease Investigations

July 2025	Communicable Diseases	YTD	2024
0	Amoebiasis	0	0
0	Alpha-Gal	0	1
0	Anaplasmosis	0	0
0	Babesiosis	0	0
0	Brucellosis	0	1
0	Campylobacteriosis	0	2
0	Chikungunya	0	0
0	Creutzfeldt-Jakob Disease	0	0
0	Cryptosporidiosis	0	0
1	COVID - 19 (Confirmed)	8	24
0	COVID - 19 (Probable)	10	15
1	Cyclosporiasis	1	1
0	Cryptosporidiosis	0	0
0	Dengue Fever	0	0
0	Diphtheria	0	0
0	Ehrlichiosis	0	0
0	Giardiasis	0	0
0	Haemophilus Influenza	0	0
0	Hepatitis A	0	0
0	Hepatitis B	0	0
0	Hepatitis B (Chronic)	1	0



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0	Hepatitis B (Perinatal)	0	0
0	Hepatitis C (Acute)	0	0
0	Hepatitis C (Chronic)	1	0
1	Influenza A	50	9
1	Influenza B	8	0
0	Influenza Outbreak	0	0
0	Other respiratory outbreaks	1	2
0	Legionellosis	0	0
2	Lyme	7	1
0	Measles	0	0
0	Monkeypox Virus	0	0
0	Multisystem Inflammatory Syndrome	0	0
0	Mumps	0	0
0	Pertussis	0	1
0	Rocky Mountain Spotted Fever	0	0
0	Salmonellosis	0	0
0	Shiga-Toxin E. Coli (STEC)	1	0
0	Shigellosis	0	0
0	Strep (GBS and GAS)	0	0
0	Strep Pneumoniae	0	0
5	<i>Rabies Post Exposure Prophylaxis</i>	8	10
0	Tuberculosis	0	0
1	Varicella	2	0
0	Yersiniosis	0	0
0	<i>Zika Testing Approvals/Denials</i>	0	0

**Note:** *Italicized diseases are 'non-reportable'.*





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## **Quality Management Activities:**

### **Major Activities/Updates**

- VMSG Updates:
  - Staff training (certificates).
  - Workforce Development training (certificates).
  - PHAB Documentation collection:
    - Staff meeting minutes.
    - MOHIC Meeting agenda, minutes, sign in sheets.

## **Workforce Development:**

<b>Professional Development</b>			
<b>Date</b>	<b>Name of Event</b>	<b>Attendee</b>	<b># of CEU's</b>
7/2/25	NJIIS Fundamentals Training	Lauren Mariano	0.00
7/8/25	APHA Podcast: What is Public Health: Being a nutritionist	Angie Deiling	0.00
7/8/25	NJDOH IP LTC office hours: The IP's role in environmental services (EVS)	Angie Deiling	0.00
7/8/25	NJDOH CDS: 2025 Tickborne Disease Basics	Angie Deiling	1.00
7/14/25	NJDOH: Tobacco & Vaping Laws	Angie Deiling	0.00
7/14-7/18	NEHA- Annual Educational Conference and Exhibit	Susan Downer	0.00
7/14-7/18	NEHA- Annual Educational Conference and Exhibit	Derrick Webb	0.00





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07/21/25	VFC Training Webinar – Understanding VFC and 317 Program	Lauren Mariano	0.00
07/23/25	Public Health Nursing Workforce Learning Lab – Understanding the Landscape: The Role and Impact of Public Health Nurses Today	Lauren Mariano	0.00
7/23/25	APHN: Understanding the Landscape- The role and impact of the public health nurse today	Angie Deiling	0.00
7/31/25	NASMHPD: A public health approach- Mental health promotion and suicide prevention policies	Angie Deiling	0.00

Respectfully submitted,

*Derrick Webb*

Derrick Webb, Health Officer/Director of Health



# Police Department

Borough of Mountain Lakes

400 Boulevard

Mountain Lakes, NJ 07046

Phone (973) 334-1413 • Fax (973) 263-9112

sbennett@mtnlakespd.org



Shawn M. Bennett

CHIEF OF POLICE

## Mountain Lakes Police Borough Council Monthly Report July 2025

- July 3<sup>rd</sup>, the annual 4<sup>th</sup> of July Fireworks were a success. Thanks to the members of the Mountain Lakes Police Department, the Mountain Lakes Recreation Department, the Mountain Lakes Fire Department, the Mountain Lakes Fire Marshal, and the Boonton Township Fire Department for making it a safe and successful evening.
- On July 7<sup>th</sup>, at approximately 6:53 PM, Patrolman Stewart conducted a motor vehicle stop on Route 46 West that led to the arrest of 26-year-old Paris Brown of Whippany for an active NCIC warrant out of Oakland County, Michigan. Ms. Brown was transported to the Morris County Correctional Facility to await extradition.
- On July 9<sup>th</sup>, at approximately 3:23 PM, Detective Torres and Patrolman Bryan responded to a residence for the report of domestic violence in progress. The investigation led to one arrest for domestic violence assault.
- On July 10<sup>th</sup>, at approximately 6:30 AM, following a lengthy investigation, the Mountain Lakes Police Department, along with the Morris County Prosecutor's Office and the Morris County Sheriff's Office executed a search warrant at a residence on Rainbow Trail. Following the execution of the search warrant, the resident was arrested and charged with multiple crimes including the possession of child pornography.
- On July 12<sup>th</sup>, at approximately 7:11 PM, Patrolman Stewart conducted a motor vehicle stop along Route 46 East that led to the arrest of 39-year-old Robert Jones III of Branchburg for an active traffic warrant out of Shamong Township in the amount of \$750. Mr. Jones posted the 10% bail allowed and was released pending a mandatory court appearance.
- On July 14<sup>th</sup>, at approximately 9:48 PM, Patrolman Bryan conducted a motor vehicle stop on Route 46 West that led to the arrest of 30-year-old Dillon Patel of Lafayette for driving while intoxicated. Mr. Patel was issued motor vehicle summonses for driving while intoxicated, reckless driving, careless driving, and driving the wrong way on a one-way street. Dillon was released pending a mandatory court appearance.

- On July 16<sup>th</sup>, at approximately 12:57 AM, Patrolman Bryan conducted a motor vehicle stop on Route 46 East that led to the arrest of 24-year-old Gunther Orozco of Lake Hiawatha for driving while intoxicated. Mr. Orozco was issued motor vehicle summonses for driving while intoxicated, speeding, driving with a suspended license, unregistered vehicle, reckless driving, careless driving, refusing to submit to chemical breath testing, open container in a vehicle, and failure to possess an insurance card. Mr. Orozco was released pending a mandatory court appearance.
- On July 16<sup>th</sup>, at approximately 2:10 PM, Patrolman Stewart conducted a motor vehicle stop that led to the arrest of 33-year-old Nigee Ross of Boonton for two active criminal warrants out of New Brunswick (\$1,000) and Hamilton (\$550), respectively. Mr. Ross posted full bail on both warrants and was released pending mandatory court appearances.
- On July 18<sup>th</sup>, at approximately 11:06 PM, Patrolman Stewart attempted to conduct a motor vehicle stop of a motorcycle which ultimately refused to comply with police direction and eluded Patrolman Stewart. The driver of the motorcycle was later identified as 21-year-old Baziar Roberts of Boonton Township. Mr. Roberts was subsequently issued motor vehicle summonses for failure to maintain lane, failure to stop for a red light, failure to signal turn, careless driving, and reckless driving. Mr. Roberts was also charged with eluding. Mr. Roberts was issued a mandatory court appearance for the motor vehicle summonses as well as the criminal charge.
- On July 18<sup>th</sup>, Patrolman Pierre issued an arrest warrant for 26-year-old Anthony Delgado of Elizabeth for a credit card fraud theft of approximately \$12,850 from a victim out of Mountain Lakes. On July 24<sup>th</sup>, the New Jersey State Police notified our agency that they located Mr. Delgado and placed him under arrest on our warrant. MLPD took custody of Mr. Delgado from NJSP and transported him to the Morris County Correctional Facility to be lodged until his hearing.
- On July 25<sup>th</sup>, at approximately 11:02 AM, Detective Torres, along with the Morris County Prosecutor's Office arrested a Georgia resident following a lengthy investigation. The individual was arrested and charged with various sex-related crimes. The individual is currently lodged in the Morris County Correctional Facility.
- On July 26<sup>th</sup>, at approximately 3:13 PM, officers responded to the Wawa for the report of a male who was seen drinking alcohol in the driver's seat of his running vehicle while parked in front of the store. 46-year-old Stephen Ammacher of Franklin was subsequently arrested for driving while intoxicated. Mr. Ammacher was issued motor vehicle summonses for driving while intoxicated and refusing to submit to chemical breath testing. Mr. Ammacher was then released pending a mandatory court appearance.
- July 28<sup>th</sup>, Council Meeting: Connor Grady was sworn in to the rank of Sergeant, while our two newest Officers, Derek Blair and Jeffrey Borst were sworn in to the rank of Patrolman.

*A criminal complaint is merely an accusation. Despite this accusation, defendants are presumed innocent unless and until proven guilty beyond a reasonable doubt in a court of law.*

Sincerely,

A handwritten signature in black ink, appearing to read 'SS BDO' with a horizontal line extending from the end.

Chief Shawn Bennett

# MOUNTAIN LAKES BORO POLICE DEPARTMENT

## Officer Citation Report

From Date : 7/1/2025 To Date : 7/31/2025

Report Date : 8/19/2025 10:53 AM

Officers Name	Badge Number	Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
XX	X	58	9	2	0	0	0	0	11
XX	X	0	0	0	0	0	0	0	0
XX	X	54	0	2	0	0	0	1	3
XX	X	90	0	1	0	0	0	24	25
XX	X	13	0	0	0	0	0	0	0
XX	X	32	3	13	0	0	0	11	27
XX	X	0	0	0	0	0	0	0	0
XX	X	0	0	0	0	0	0	0	0
XX	X	34	3	0	0	0	0	0	3
XX	X	92	0	13	0	0	0	2	15
XX	X	52	0	16	0	0	0	0	16
XX	X	3	0	1	0	0	0	0	1
XX	X	0	0	0	0	0	0	0	0
Total:		428	15	48	0	0	0	38	101

**MOUNTAIN LAKES BORO POLICE DEPARTMENT**

Agency Activity Report

By CFS Classification

From Date: 7/1/2025 To Date: 7/31/2025

Report Date: 8/19/2025 10:57:42 AM

<b>Classification code</b>	<b>Description</b>	<b>Total Events</b>	<b>0000-0800</b>	<b>0801-1600</b>	<b>1601-2359</b>
1100	Fraud	3	0	2	1
1400	Malicious Mischief	2	0	1	1
1800	Narcotics Drug Laws	1	0	0	1
2000	Family Offense	2	0	2	0
2100	Liquor Laws Drunk Driving	1	0	1	0
2400	Disorderly Conduct	6	0	3	3
2600	All Other Offenses	6	1	1	4
4000	Non Criminal Investigations	34	13	9	12
4100	Fire Related	10	3	5	2
4500	Deaths / Suicides	2	1	1	0
5500	Animal Complaints	28	3	18	7
6000	Traffic Accidents	10	1	6	3
6300	Traffic Enforcement	450	63	216	171
6500	Parking Enforcement	4	2	1	1
6600	Traffic Services	16	0	15	1
7000	Public Services	342	236	58	48
7500	Assist other Agency	20	2	7	11
8000	Warrants	3	1	1	1
9000	Administrative	516	205	101	210
	<b>Total:</b>	1456	531	448	477



## July

<u>Total Overtime</u>
<u>Hours Paid</u>
268.75

<u>Total</u>			
<u>Total</u>	<u>Vaca/Comp/Perso</u>	<u>nal/Bereave Hrs</u>	<u>% of Hrs Equating to</u>
<u>Vaca/Comp Hrs</u>	<u>Creating OT</u>	<u>OT</u>	
255.25	126.75		49.66%

<u>Total Sick Time</u>			
<u>Hrs</u>	<u>Hrs Creating OT</u>	<u>OT</u>	<u>% of Hrs Equating to</u>
92	64.5		70.11%

\*\* Operating with 11 Officers

1.5 Hours Mandatory Training  
 34.5 Hours Fourth of July Fireworks  
 12 Hours PBA Convention  
 29.5 Hours arrests and investigations.





# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Recreation Department  
July 2025

## Recreation Commission

- July meeting via Zoom – Review's Director's report; discussed Midvale Boat Dock expansion and Taft field usage

## Recreation Director

- Working with two Eagle Scout candidates on projects.
- Summer Sailing program ran from June 23-July 24, 2 sessions per week for 5 weeks. Overall, the program filled to 81.3% capacity with 122 out of 150 spots registered.
- Summer Recreation program started on June 30 at Wildwood Elementary School and ran through August 1 with 500 of the 575 spots filled (87%).
- Teen Adventure ran 4 weeks from July 7-August 1. The program filled to 115% capacity, having added a third bus to Week 2 to accommodate a lengthy waitlist. Over all 225 kids registered.
- The Morris County Clerk Senior and Veteran ID event on Tues, July 8 was well attended. We had 11 seniors, and 3 veterans obtained their IDs. Also, HearingLife provided free hearing screening and Navigating Hope was distributing community resources.
- Family Swim and Boat Races utilized the rain date and took place on Wed, July 9<sup>th</sup> at Island Beach. Over 40 adults and youth participated in the various races, with over 70 people in attendance.
- Summer Concert Series
  - Thurs, July 10 – Alex Laurenzi and Quartet – Over 40 people attended
  - Wed, July 16 – Pythagoras Band – Over 80 people attended
  - Thurs, July 24 – The Blocked Toms – Over 60 people attended
- During Beach Week (July 28-Aug 1), Week 5 of the Summer Recreation Program, we have a professional sand sculptor teach the kids how to build sandcastles and carve sand. We expanded the program to offer an adult class the evening of July 29. The session was filled with 15 people. Everyone enjoyed learning how to compact wet sand, sketch out a design, build towers, arches, and intricate details.
- HUB Lakes sports are in full swing – Women's and Men's Softball; Women's and Men's Volleyball; Women's and Men's Golf one-day event; Youth Dive and Swim.
  - Women's Golf team won the one-day tournament
- July 31 was the International Lifeguard Appreciation Day – a gratitude post was listed on social media. All lifeguards received a coupon for an ice cream from the snack shack.

## Upcoming Events

- Thurs, August 14 – Long Hill String Band

- Sun, August 17 - Sunset Strings at Island Beach (young musicians)
- Mon, August 18 – The Tourne (rescheduled from July 31)
- Wed, Aug 20 – Movie Night at Island Beach – Moana 2
- Sun, Oct 12 – Fall Fest at Birchwood Lake

#### Monthly Meetings

- Recreation Commission
- HUB Lakes
- DPW Subcommittee
- NJRPA District 7
- Safety Committee – quarterly – next meeting Sept 11

#### Ongoing tasks

- Manage facility requests from residents and organizations.
- Oversee and support sports programs with school facility requests and supply purchases, if needed.
- Weekly eblast.
- Social Media posts.
- Update the Borough website.
- Borough Hall electronic sign.
- Manage Borough Hall room reservation calendar for conference rooms and Chambers.
- Submit payroll 2x per month.
- Bi-weekly facility report
- Distribute New Resident Welcome kits
- Manage Rack and Ring requests
- Monthly finance report



# BOROUGH OF MOUNTAIN LAKES

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

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

TO: Borough Manager Mitchell Stern  
DATE: 8/13/25  
SUBJECT: Monthly Report July 2025

The following lists code enforcement/property maintenance issues for the month of July 2025:

Summonses issued to Rainbow Trail resident for violations of the property maintenance ordinance on the following dates: 7/1, 7/8, 7/14, 7/22 and 7/30

Summonses issued to Route 46 property owner for failure to register a vacant property and property maintenance violations: 7/1, 7/8, 7/14, 7/22 and 7/30

Summonses issued to a Rainbow Trail resident for failure to register a vacant property and property maintenance violations: 7/10, 7/22, and 7/30

## SMOKE AND CO ALARM INSPECTIONS

DATE	LOCATION	PASS/FAIL
7/2	100 Pollard Road	Pass
7/10	329 Morris Ave	Pass
7/10	80 Pocono Road	Pass
7/14	27 Woodland Ave	Pass
7/16	1 N Crane Road	Pass
7/16	34 Park Place	Pass
7/16	7 Woodland Ave	Pass
7/23	9 Fox Hill Lane	Pass

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



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## OFFICE OF THE TAX COLLECTOR

To: Mayor & Borough Council  
From: Monika Strama, Tax Clerk  
Date: August 22, 2025

Re: Report of Receipts for the Month ending July 31, 2025

TAXES YEAR 2024	\$	7,502.26
TAXES YEAR 2025	\$	2,332,225.76
TAXES YEAR 2026	\$	28,405.30
TAXES - INTEREST	\$	2,168.32
WATER YEAR 2024	\$	2,987.86
WATER YEAR 2025	\$	82,318.25
WATER - INTEREST	\$	1,645.08
SEWER YEAR 2024	\$	920.08
SEWER YEAR 2025	\$	83,902.56
SEWER - INTEREST	\$	2,380.49
TOTAL CASH RECEIPTS AS OF 07/31/2025	\$	2,544,455.96

Respectfully submitted,

Monika Strama  
Tax Clerk