



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

NOVEMBER 13, 2017

EXECUTIVE SESSION BEGINS AT 3:00

PUBLIC SESSION BEGINS AT 8:00 PM

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

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

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE CLOSED SESSION

R-164-17 Resolution providing for a meeting not open to the public in accordance with the provisions of the new Jersey Open Public Meetings Act, N.J.S.A. 10:4-12
Matters of Personnel (Manager search); Potential Litigation (Parsippany Sewer and resident concern); Contract Negotiations (PBA Contract and Station Lease).

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

- a) Report of Halloween activities by Lauren Brickner-MacDonald
- b) Presentation by Chief Shawn Bennett regarding his attendance at the FBI academy

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

8) PUBLIC COMMENT

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

9) BOROUGH COUNCIL DISCUSSION ITEMS

- a) 3rd Quarter Budget Review

10) ATTORNEY'S REPORT

11) MANAGER'S REPORT

12) ORDINANCES

- a) **Introduction**
 - 1. None
- b) **Adoption**
 - 1. None

13) *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.

14) *RESOLUTIONS

- 1. R150-17, Return of Security Deposit posted by the Station at Mountain Lakes



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2. R151-17, Authorization for the execution of the lease of municipal property, the Railroad Station
3. R165-17, Authorization for the payment of bills
4. R166-17, Authorization for the acceptance of easements for the King of King's property
5. R167-17, Authorization for the acceptance of a Developers Agreement for the King of King's property
6. R168-17, Authorization for an access agreement for the Grunden's Pond dam property
7. R169-17, Authorize the Borough Manager to execute the PBA Contract
8. R170-17, Transfer resolution of 2017 Current Fund Appropriations
9. R171-17 Authorize the Borough Manager to execute contract with Suburban Disposal
10. R172-17, Authorize membership to the Mountain Lakes Fire Department

15) *APPROVAL OF MINUTES

Regular minutes

October 23, 2017, (All eligible)

Executive minutes

October 23, 2017, (All eligible)

16) *APPROVAL OF REPORTS FOR FILING (reports are included only if checked)

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

17) *BOARD, COMMITTEE AND COMMISSION APPOINTMENTS

None

18) COUNCIL REPORTS

19) PUBLIC COMMENT

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

20) NEXT STEPS AND PRIORITIES

21) ADJOURNMENT

Halloween Safe Zone 2017

Logistics:

Candy/Treat Breakdown:

1. MLPD:

\$1,975.00 purchase at Costco = 18,750 pieces
(Other expense: Port-o-johns @ \$300.00)

2. Mountain Lakes Residents:

Library Donation drop-off = 18,324 pieces

School/Police Dept.
Donation drop-off = 13,575 pieces

Total Trick or Treat pieces = 50, 649 pieces

Doing the Math:

2017: 1,326 Trick or Treaters on Center Dr.; Tuesday night, clear, 45 degrees

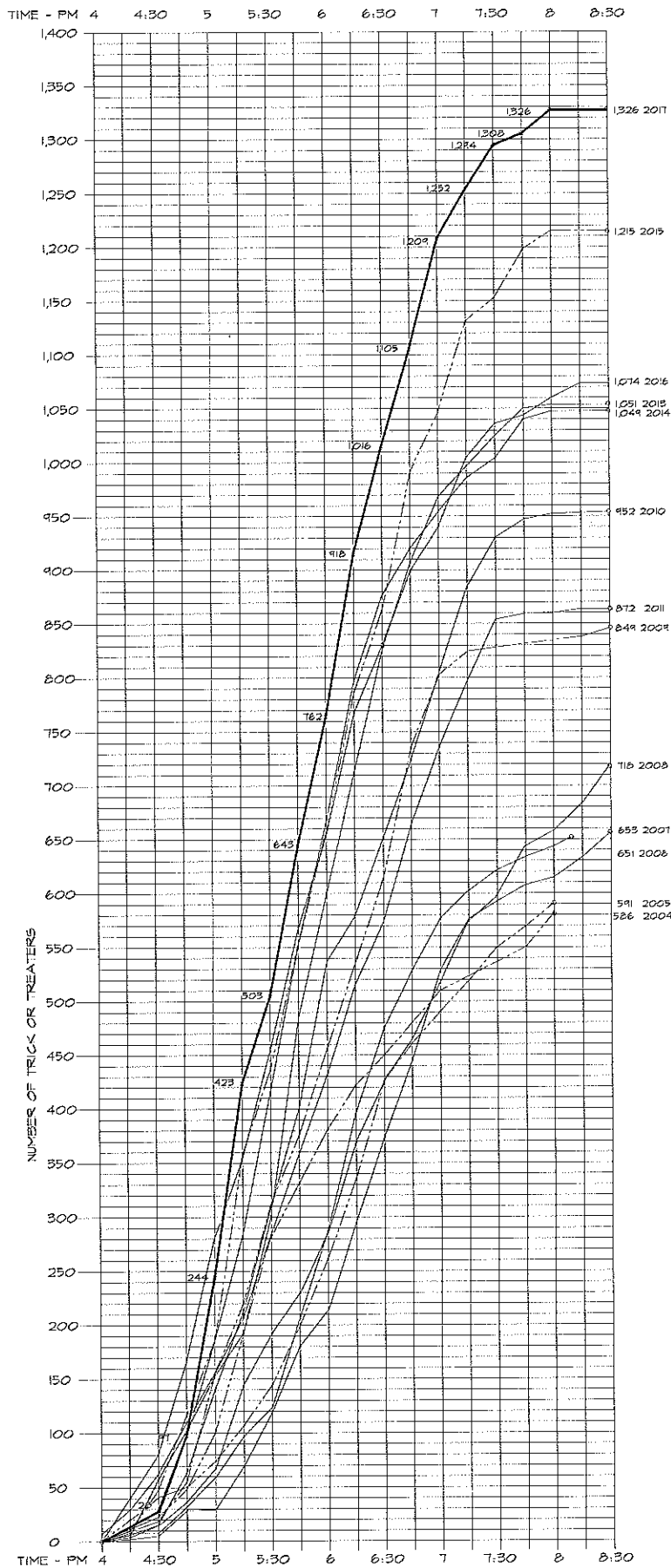
2016: 1,074 Trick or Treaters on Center Dr.; Monday night, clear, 45 degrees

Each home received 650 pieces; last minute donations on 10/31 about 3,000. Surplus candy was available to residents throughout Halloween night. Most residents could not leave their homes to get the surplus candy.

Costco: 150 pieces/bag = \$16.00/bag

Residents need 3 Costco bags/home extra @ \$16/bag = \$48/home +tax = \$51

\$48 x 65 homes = \$3,120.00 (without tax)



MOUNTAIN LAKES HALLOWEEN COUNT DAY/DATE_TUESDAY 10/31/16 NOTES PEAK = 326 BETWEEN 4:45 & 5:15

WEATHER __MOST SUNNY 50 -45 F ADDRESS__7 Center Drive_____

BOROUGH OF MOUNTAIN LAKES INTEROFFICE MEMORANDUM

TO: HONORABLE MAYOR & BOROUGH COUNCIL
SUBJECT: MANAGER'S REPORT – NOVEMBER 13, 2017
DATE: NOVEMBER 8, 2017
CC: VALERIE EGAN – BOROUGH CLERK
ROBERT OOSTDYK – BOROUGH ATTORNEY

The following represents the Manager's Report for the meeting of November 13, 2017.

1. **Fee Ordinance Amendments** – as in prior years, I requested my staff to provide any and all updates to the Fee Ordinance they would want considered. I received only one – from the Fire Official - to provide a fee covering repeat smoke detector and carbon monoxide inspections. Too many instances the initial inspection results in a failed device and a re-inspection is necessary. He is suggesting \$25 or \$50 re-inspection fee – the initial fee is \$100. If this is acceptable, we will have the amending ordinance ready for the next Council meeting.
2. **Change Water & Sewer Billing Dates** – prior to transferring the utility collection responsibilities to the Tax Collector, there had been internal discussions relative to the overlap of collection of tax and utility bills. In order to alleviate some of the volume, I am suggesting the utility collection cycle be altered per the attached draft. From a practical perspective, I would be moving the schedule forward by one month but would like the flexibility to adjust as necessary. If the schedule is adjusted, customers would be notified that one billing cycle will be two (2) months and the following would be four (4) months or something to that affect.
3. **RFP Borough Hall Architect** – through the good work of the Public Safety/Borough Hall Facilities Committee and especially Chair Tom Menard and member Jeff Berei, we have a very good draft/final version RFP for Architectural Services. At this Council meeting, I will be asking for approval of the specification in order to move it forward. The intention is to release it by November 15th in order to distribute to architects that may be attending the League conference. Concurrently, it will be posted to the website and also advertised in the legal newspapers.
4. **Beach Project** - the DPW Advisory Committee reviewed the status at its last meeting and there were several take aways: pricing for sub-trades are very high; internal review to determine what can be accomplished in house without impacting normal workloads; locate local contractors for estimated pricing and determine if borough being general contractor is viable; reducing the size of the

building by 25% will not necessarily get you a 25% reduction in price; more cost information is being sought as the information provided by the architect is meaningless.

In addition, pre-fab buildings are being investigated along with using national pricing cooperatives. It is the intent of the Committee to have a viable plan forward within the next 60 days.

5. Solid Waste Contract – see separate memo in this section.

If there are any questions or you would like further information, please feel free to contact me. Or, if there are additional items you would like me to address, please let me know as soon as possible.



Richard J. Sheola
Borough Manager

Att.: Section 191-14 – Sewer – Mountain Lakes Borough Code (Item #2)
Draft RFP – Borough Hall Architect (Item #3) – Clean & Blackline

Sewer Rates & Charges

2

Rates to be fixed by Borough ordinance. The Borough Council shall, from time to time as circumstances warrant, fix all public sewer fees, rentals and charges by ordinance.

B.

Responsibility for payment of fees; procedure for billing and collection. The owner of each building connected to the public sewer system shall be responsible for the payment of bills rendered by the Department of Public Works for sewer service. All sewer rentals, fees, and other charges incurred in the installation of the laterals and house connection shall be a lien against the property until paid.

C.

Service charges for sewerage facilities. The owner of the property in the Borough shall pay a service charge for use, maintenance and operation of the sewerage facilities of the Borough, and of the sewage treatment facilities of the Township of Parsippany-Troy Hill, in accordance with the following provisions:

[Amended by Ord. No. 5-83]

(1)

The service charge for each property connected to the system shall be based upon the water consumption for that property, as recorded by the water utility servicing it. The charge for domestic service shall be computed annually, according to water consumption for the calendar year ending September 30. The charge for commercial or industrial service shall be computed quarterly, according to water consumption for each calendar quarter ending December 31, March 31, June 30, and September 30.

(2)

Rates shall be as provided in § 111-3C.

D.

Schedule for payment.

[Added by Ord. No. 11-82]

~~(1)~~

~~The service charges hereinabove established shall become due and payable according to the following schedule:~~

~~(a)~~

~~Domestic service, in equal quarterly installments on January 1, April 1, July 1 and October 1 of each year.~~

~~(b)~~

~~Commercial or industrial service, on January 1, April 1, July 1, and October 1 of each year, in the actual amount levied for the immediately preceding calendar quarter.~~

(1) The service charges hereinabove established shall become due and payable according to the following schedule:

(a) Domestic service in equal quarterly installments in accordance with a schedule to be established by the Borough Manager.

(b) Commercial or industrial service, on a quarterly basis in accordance with a schedule established by the Borough Manager, in the actual amount levied for the immediately preceding calendar quarter.

(2)

If prompt payment is not made when due, late charges, as provided in § 111-3C, shall be added to any bill upon expiration of a period of 30 days from the date of billing, and a further late charge shall also be added to any such bill at the expiration of each thirty-day period thereafter during which the bill has remained unpaid.

[Amended 4-11-2016 by Ord. No. 02-2016]

E.

Establishment of rates for water system other than that of the Borough. The service charge for any property served by a water supply system other than that of the Borough shall be established by one of the following methods:

(1)

By resolution of the Borough Council, based upon typical water consumption of properties of a similar use and occupancy; or

(2)

Upon request of any property owner, or where a meter is already installed, by measurement of actual water consumption, using an adequate meter where available, otherwise to be installed or provided at the property owner's expense.

F.

Wastes not discharged into Borough system. Whenever a property, upon which a sewerage service is imposed, uses water for an industrial or commercial purpose such that the water used is not discharged into the sewerage system of the Borough, upon approval by the Borough, the quantity of water used and not discharged into the system shall be excluded in determining the sewerage service charge of the property. The quantity of water used and not discharged into the system shall be measured by a device or meter approved by the Borough and installed without cost to the Borough, or by other means approved by the Borough. The sewerage service charge based upon service shall be computed at the rates provided for, less the quantity not discharged into the system. When practicable, the Manager may approve the metering of discharge into the sewerage system only, and the computing of charges in that manner.

#3
BLACKLINE

**REQUEST FOR PROPOSAL (RFP)
FOR
ARCHITECTURAL SERVICES**

**Public Safety and Borough Hall
Infrastructure Project
Mountain Lakes, New Jersey**

ISSUE DATE:

November ~~15~~, 2017

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DUE DATE:

~~December 22, 2017~~
January 5, 2018

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TITLE:

Mountain Lakes
Public Safety and Borough Hall
Infrastructure Project

ISSUER:

Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

LOCATION OF WORK:

Borough Hall / DPW Complex
Mountain Lakes, NJ

PERIOD OF CONTRACT:

Conceptual Design through Schematic Design

Please submit 3 hard copies and one PDF copy of proposal by 4:00pm EST on Friday, ~~December 22, 2017~~, January 19, 2018. See Section VIII for details on submittal requirements. Proposals must reach the address below by the deadline stated. The Borough of Mountain Lakes is not responsible for any expenses related to the preparation or presentation of responses to this RFP.

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**SUBMIT PROPOSALS AND
INQUIRIES TO:**

Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046
Attn: Richard J. Sheola
Borough Manager

REQUEST FOR PROPOSAL (RFP) FOR ARCHITECTURAL SERVICES

Public Safety and Borough Hall Infrastructure Project Mountain Lakes, New Jersey

I. PURPOSE

The Borough of Mountain Lakes (The Borough) is requesting proposals from qualified firms or individuals (Architect) to provide Conceptual Design and Schematic Design documents for the renovation and/or construction of new Public Safety facilities and Borough Hall/Board of Education Offices (Borough Hall).

Qualified firms or individuals should at the minimum be architects licensed to practice in the State of New Jersey, ~~with Experience in the design of Public municipal Buildings and Public Safety facilities of like size and scope to this project,~~ is highly preferred. The Borough is seeking an Architect with creative problem solving skills that can develop design solutions that address current program, space and budget criteria. Please see the attached PowerPoint deck detailing the work of the Committee.

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II. BACKGROUND

The existing Borough Hall was design and constructed in the early 1970s and is located on Borough property at the intersection of Boulevard and Pocono Road in Mountain Lakes, NJ. There have been limited renovations to the existing building during the past forty years. In February 2017 the Public Safety & Borough Hall Infrastructure Committee (Committee) was formed to evaluate prior design efforts for the renovation and/or construction of a new Borough Hall. The Committee was also tasked with developing a comprehensive program outlining the existing and proposed space requirements for the Mountain Lakes Police Department, Mountain Lakes Volunteer Fire Department, Borough Administration, and Mountain Lakes Board of Education. The Committee made initial recommendations for potential build-out options.

III. SCOPE OF WORK

This RFP seeks architectural design services for the Conceptual and Schematic Design Phases of the project. Services to be provided should include:

Code Compliance Survey.

- Visual Inspection of Borough Hall and review of existing documentation in order to produce a written Code Compliance Survey document that summarizes the existing conditions and compliance/non-compliance to current building codes (including but not limited to egress and

accessibility) and applicable (and pending) public safety facilities regulations and mandates.

- Determine probability of re-use the existing Borough Hall/Public Safety facility

- Presentation of findings at one meeting to the Public Safety & Borough Hall Infrastructure Committee. Issue Meeting Notes that summarize discussions.

Conceptual Design.

- Site visit to visually inspect existing conditions at Borough Hall and adjacent Department of Public Works site.
- Review of existing documentation for Borough Hall, including prior studies, existing programming document and proposed build-out options.
- Development of three conceptual designs for Committee review along with estimated budgets for each.
- Presentation of options at Public Safety & Borough Hall Infrastructure Committee meeting. Issue Meeting Notes that summarize discussions.
- Discussion with Committee on approaches to environmentally sensitive and sustainable design.
- Discussion with Committee on opportunities and constraints associated with LEED certification.
- Modification to the Conceptual Design options to include feedback from the ~~Committee~~Committee.

Schematic Design.

- Expansion of one Conceptual Design based on direction from the Public Safety & Borough Hall Infrastructure Committee to include: Schematic Site Plan, Floor Plans, Exterior Elevations, and Building Sections.
- Development of one Architectural Rendering for presentation to the Committee and Borough Council.
- Schematic Design will include one meeting to the Committee, with revisions based on Committee input, and one meeting to the Borough Council, with revisions based on Council's input. Architect to issue Meeting Notes that summarize meeting discussions.
- Architect to ~~review Committee's provide Schematic Cost Estimates.~~
- Issue Schematic Design Phase Report that includes Program, Code Compliance Survey Report, Conceptual Designs, final Schematic Design drawing set and Architectural rendering.

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The Architect agrees and acknowledges that the Scope of Work is an outline only and is not a complete, detailed or exhaustive description of each specific service that must be provided by the Architect.

IV. ANTICIPATED PROJECT SCHEDULE

The anticipated Project Schedule for the Public Safety and Borough Hall Infrastructure Project is as follows:

January - February 2017	2018	Selection of Architect	Formatted: Strikethrough
February - March		Contract Negotiation	Formatted: Not Strikethrough
January - February - March 2017	2018	Code Compliance Survey	Formatted: Strikethrough
January - February - March 2017	2018	Conceptual Design and	Formatted: Strikethrough
		Presentation of Options	Formatted: Strikethrough
March - April, May 2017	2018	Schematic Design	Formatted: Strikethrough
and		Presentation of Options	Formatted: Not Strikethrough
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V. ESTIMATED BUDGET

The Borough is looking for design solutions that can economically address program requirements. The overall project budget is currently under review and will be further developed during Schematic Design.

VI. SELECTION SCHEDULE

November 15, 2017	RFP Available	Formatted: Strikethrough
November 20, December 1, 2017	Building / Site Walk-Thru	Formatted: Strikethrough
December 5, 2017	Walk through snow date	Formatted: Not Strikethrough
December 15, 2017	Deadline for Submission of Written Questions (email questions to rsheola@mtnlakes.org)	Formatted: Font: Bold
December 22, 2017	Answers to submitted questions issued to all Architects	Formatted: Strikethrough
December 15, 2017		Formatted: Strikethrough
January 19, 2018	Please submit 3 hard copies, 1 PDF copy of proposal to:	Formatted: Not Strikethrough
January 5, 2018	Borough of Mountain Lakes 400 Boulevard Mountain Lakes, NJ 07046 Attn: Richard J. Sheola Borough Manager	
No late submittals will be considered		
January 29 - Feb 2	Architect Interviews	
January 22, 2017	February 26, 2018	Architect Select
	Anticipated	Formatted: Strikethrough

VII. PROPERTY INSPECTION

All Architects are required to attend a walk-thru of the site and building on ~~November 20, 2017~~ ~~December 1, 2017~~ (snow date - December 5th). Please contact ~~Richard J. Sheola~~ ~~Cara Fox~~, Executive Assistant to the

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Borough Manager by phone: 973-334-3131 x2006 or by email: ~~rsheola@mtnlakes.org~~ ~~cfox@mtnlakes.org~~ for further walk-thru details and to confirm attendance.

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VIII. SUBMITTAL REQUIREMENTS

The Architect's proposal shall include:

- A cover letter.
- A brief history of the firm including resumes of owners and/or principals and key staff assigned to the project.
- Description of the Architect's relevant work experience and qualifications to perform the work described in the Scope of Work. Please list your experience working on projects for public agencies and on projects with environmentally sensitive/sustainable designs.
- Proposed schedule including proposed meetings dates and deliverables for Conceptual and Schematic Design.
- Contact information for references from previous clients.
- Mandatory forms as required under NJSA 10:5-31 and NJAC 17:27 et seq.
- A brief narrative of the Architects vision of what a municipal building & public safety facility should be.
- Provide at least three (3) concept drawings - one (1) of which shall be based on the renovation of the existing building - based on the information outlined in the attached PowerPoint and discussions with Borough Officials.
- Proposed architectural design fees for each phase broken down as follows.

Code Compliance Survey	\$	
Conceptual Design	\$	
Schematic Design	\$	
Additional Renderings	\$	/rendering

Proposed fees should be for architectural scope only. While it is anticipated that MEP, Structural, Landscape and other consultants may come under the Architect's contract, those consultants will be selected later in consultation with the Architect.

IX. EVALUATION CRITERIA

The following criteria will be utilized in the evaluation of the Architects:

- Expertise, experience and qualifications of the Architect for providing the services described in the Scope of Work. Personnel presented in the proposal are expected to be the same personnel as will be substantially involved throughout the life of the project.
- A demonstrated track record of coordination the design and construction professionals toward the successful completion of similar projects. A demonstrated ability to work in a cohesive unit and provide leadership to other design professionals. It is anticipated that the MEP, Structural, Civil and Landscape consultants will all come under the Architect's contract in future phases of the work. The Borough will

select these future consultants in consultation with the selected Architect.

- Demonstrated ability to work collaboratively with clients, public agencies, residents and other project stakeholders.
- Evidence that current and projected workload allows for the ability to complete the work in a timely manner.
- Evidence of satisfactory insurance coverage to meet the insurance requirements set forth by The Borough.
- Completeness of the submittal and compliance with the requirements of the RFP.
- Interviews
- Demonstrated creativity in addressing our needs in a cost-efficient manner.
- The proposed consulting fee.
- Input from references.

X. SELECTION PROCESS

The Borough of Mountain Lakes will evaluate Architects according to the identified criteria. [[The Borough reserves the right to interview a short-list of Architects.]] The selected Architect will be announced after careful consideration by the Committee and Borough Council.

XI. GROUNDS FOR REJECTION

The Borough of Mountain Lakes reserves the right to reject any Architect for one or more of the following reasons:

- The submission does not contain all information requested in the RFP.
- The submission is not received by the stated deadline.
- The Architect does not possess the required minimum qualifications.

XII. TERMS & CONDITIONS

In submitting a response to this RFP, the Architect acknowledges that:

- The Architect has read and understands all terms and conditions set forth in this RFP.
- The Borough of Mountain Lakes reserves the right to revise any terms and/or conditions set forth in this RFP and/or add any terms and/or conditions beyond those set forth in the RFP.
- The progress of this project is subject to further analysis and study. As such, The Borough of Mountain Lakes reserves the right to terminate this contract or place the project on hold indefinitely.
- The Borough of Mountain Lakes reserves the right, at its sole discretion, to alter the Scope of Work.

PRE-QUALIFICATION QUESTIONNAIRE

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1. The Firm

- a. Where is the firm headquartered? If the firm has multiple offices from which office will the services for the district be provided?
- b. How many years has the firm been practicing Architecture?
- c. How many staff members working full time in the firm?
NJ Licensed Architects , LEED accredited professionals ,
Non-licensed Architectural graduates Other .
- d. Has the firm received any awards, professional recognitions or been publicized?
- e. Provide the names, resumes and other relevant information on the team that will be assigned to the district.

2. Firm's Experience

- a. What are the firm's experiences with New Jersey public buildings specifically municipal buildings and public safety facilities? please provide a list of NJ governmental clients
- b. What is the firm's experience with maintenance projects (i.e. roofs, windows, etc.) for New Jersey public buildings?
- c. What is the firm's experience with the Energy Projects (lighting, HVAC, etc.)?
- d. What is the firm's experience with solar projects?
- e. What is the firm's experience with Long Range Facilities Plans?
- f. What is the firm's experience in securing grants for municipalities?
- g. Share examples where the firm has saved the municipality money?

3. Legal Action

- a. Has the firm ever been released or terminated during its involvement from a project prior to completion? Please explain the circumstances including project name, location, date of release, etc.
- b. Has any public entity ever initiated legal action against your firm? If so, please explain. Include in the explanation the results of that legal action.
- c. Does the firm have any pending litigation? If so, please explain. Include in the explanation the status of that legal action.

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AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

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GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirements to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmation Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

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

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

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but no limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

_____ Letter of Federal Affirmative Action Plan Approval

_____ Certificate of Employee Information Report

_____ Employee Information Report Form AA302

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

Business Registration Certificate

P.L. 2001, Ch. 134 requires all contractors and subcontractors with State Agencies to provide proof of registration with the Department of Treasury, Division of Revenue.

Registrations can be obtained on the website of the Sate of New Jersey:

<http://www.state.nj.us/treasury/revenue/busregcert.htm>

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

The contractor and the _____ of _____
(hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made apart of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check which represents the type of business organization:

Partnership Corporation Sole Proprietorship
Limited Partnership Limited Liability Corporation Limited Liability
Partnership Subchapter S Corporation

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

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Subscribed and sworn before me this _____ day of _____

(Affiant)

_____, 2 _____.

(Notary Public) (Seal) _____ (Print name &
title of attaint)

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NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I, _____ residing in

(name of affiant) (name of municipality)

in the County of _____ and State of _____
_____ of full age,
being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

(title or position) (name of firm)

_____ the bidder making this Proposal for the
bid entitled _____

_____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into
any agreement, participated in any collusion, or otherwise taken any action in
restraint of free, competitive bidding in connection with the above named project;
and that all statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the
_____ relies upon the truth of the statements

contained in said
(name of contracting unit)
Proposal and in the statements contained in this affidavit in awarding the contract
for the said project.

I further warrant that no person or selling agency has been employed or retained
to solicit or secure such contract upon an agreement or understanding for a
commission, percentage, brokerage, or contingent fee, except bona fide employees
or bona fide established commercial or selling agencies maintained by
_____.

Subscribed and sworn by

before me this day

Signature

_____, 2017

(Type or print name of
affiant under signature)

Notary public of _____

My Commission expires _____

— (Seal)

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**REQUEST FOR PROPOSAL (RFP)
FOR
ARCHITECTURAL SERVICES**

**Public Safety and Borough Hall
Infrastructure Project
Mountain Lakes, New Jersey**

ISSUE DATE: November 15, 2017

DUE DATE: January 5, 2018

TITLE: Mountain Lakes
Public Safety and Borough Hall
Infrastructure Project

ISSUER: Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

LOCATION OF WORK: Borough Hall / DPW Complex
Mountain Lakes, NJ

PERIOD OF CONTRACT: Conceptual Design through Schematic Design

Please submit 3 hard copies and one PDF copy of proposal by 4:00pm EST on Friday, January 19, 2018. See Section VIII for details on submittal requirements. Proposals must reach the address below by the deadline stated. The Borough of Mountain Lakes is not responsible for any expenses related to the preparation or presentation of responses to this RFP.

**SUBMIT PROPOSALS AND
INQUIRIES TO:** Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046
Attn: Richard J. Sheola
Borough Manager

REQUEST FOR PROPOSAL (RFP) FOR ARCHITECTURAL SERVICES

Public Safety and Borough Hall Infrastructure Project Mountain Lakes, New Jersey

I. PURPOSE

The Borough of Mountain Lakes (The Borough) is requesting proposals from qualified firms or individuals (Architect) to provide Conceptual Design and Schematic Design documents for the renovation and/or construction of new Public Safety facilities and Borough Hall/Board of Education Offices (Borough Hall).

Qualified firms or individuals should at the minimum be architects licensed to practice in the State of New Jersey, with experience in the design of municipal Buildings and Public Safety facilities of like size and scope to this project, is highly preferred. The Borough is seeking an Architect with creative problem solving skills that can develop design solutions that address current program, space and budget criteria. Please see the attached PowerPoint deck detailing the work of the Committee.

II. BACKGROUND

The existing Borough Hall was design and constructed in the early 1970s and is located on Borough property at the intersection of Boulevard and Pocono Road in Mountain Lakes, NJ. There have been limited renovations to the existing building during the past forty years. In February 2017 the Public Safety & Borough Hall Infrastructure Committee (Committee) was formed to evaluate prior design efforts for the renovation and/or construction of a new Borough Hall. The Committee was also tasked with developing a comprehensive program outlining the existing and proposed space requirements for the Mountain Lakes Police Department, Mountain Lakes Volunteer Fire Department, Borough Administration, and Mountain Lakes Board of Education. The Committee made initial recommendations for potential build-out options.

III. SCOPE OF WORK

This RFP seeks architectural design services for the Conceptual and Schematic Design Phases of the project. Services to be provided should include:

Code Compliance Survey.

- Visual inspection of Borough Hall and review of existing documentation in order to produce a written Code Compliance Survey document that summarizes the existing conditions and compliance/non-compliance to current building codes (including but not limited to egress and accessibility) and applicable (and pending) public safety facilities regulations and mandates.

- Determine probability of re-use the existing Borough Hall/Public Safety facility
- Presentation of findings at one meeting to the Public Safety & Borough Hall Infrastructure Committee. Issue Meeting Notes that summarize discussions.

Conceptual Design.

- Site visit to visually inspect existing conditions at Borough Hall and adjacent Department of Public Works site.
- Review of existing documentation for Borough Hall, including prior studies, existing programming document and proposed build-out options.
- Development of three conceptual designs for Committee review along with estimated budgets for each.
- Presentation of options at Public Safety & Borough Hall Infrastructure Committee meeting. Issue Meeting Notes that summarize discussions.
- Discussion with Committee on approaches to environmentally sensitive and sustainable design.
- Discussion with Committee on opportunities and constraints associated with LEED certification.
- Modification to the Conceptual Design options to include feedback from the Committee.

Schematic Design.

- Expansion of one Conceptual Design based on direction from the Public Safety & Borough Hall Infrastructure Committee to include: Schematic Site Plan, Floor Plans, Exterior Elevations, and Building Sections.
- Development of one Architectural Rendering for presentation to the Committee and Borough Council.
- Schematic Design will include one meeting to the Committee, with revisions based on Committee input, and one meeting to the Borough Council, with revisions based on Council's input. Architect to issue Meeting Notes that summarize meeting discussions.
- Architect to review Committee's provide Schematic Cost Estimates.
- Issue Schematic Design Phase Report that includes Program, Code Compliance Survey Report, Conceptual Designs, final Schematic Design drawing set and Architectural rendering.

The Architect agrees and acknowledges that the Scope of Work is an outline only and is not a complete, detailed or exhaustive description of each specific service that must be provided by the Architect.

IV. ANTICIPATED PROJECT SCHEDULE

The anticipated Project Schedule for the Public Safety and Borough Hall Infrastructure Project is as follows:

February 2018	Selection of Architect
February – March	Contract Negotiation
January— February – March 2018	Code Compliance Survey
January— February - March 018	Conceptual Design and Presentation of Options
March—April May-2018	Schematic Design and Presentation of Options

V. ESTIMATED BUDGET

The Borough is looking for design solutions that can economically address program requirements. The overall project budget is currently under review and will be further developed during Schematic Design.

VI. SELECTION SCHEDULE

November 15 7 , 2017	RFP Available
December 1, 2017	Building / Site Walk-Thru
December 5, 2017	Walk through snow date
December 15, 2017	Deadline for Submission of Written Questions (email questions to rsheola@mtnlakes.org)
December 22, 2017	Answers to submitted questions issued to all Architects
January 19, 2018	Please submit 3 hard copies, 1 PDF copy of proposal to: Borough of Mountain Lakes 400 Boulevard Mountain Lakes, NJ 07046 Attn: Richard J. Sheola Borough Manager
	No late submittals will be considered
January 29 – Feb 2	Architect Interviews
February 26, 2018	Architect Select Anticipated

VII. PROPERTY INSPECTION

All Architects are required to attend a walk-thru of the site and building on December 1, 2017 (snow date – December 5th) Please contact ,Cara Fox, Executive Assistant to the Borough Manager by phone: 973-334-3131 x 2006 or by email cfox@mtnlakes.org for further walk-thru details and to confirm attendance.

VIII. SUBMITTAL REQUIREMENTS

The Architect's proposal shall include:

- A cover letter.
- A brief history of the firm including resumes of owners and/or principals and key staff assigned to the project.
- Description of the Architect's relevant work experience and qualifications to perform the work described in the Scope of Work.

Please list your experience working on projects for public agencies and on projects with environmentally sensitive/sustainable designs.

- Proposed schedule including proposed meetings dates and deliverables for Conceptual and Schematic Design.
- Contact information for references from previous clients.
- Mandatory forms as required under NJSA 10:5-31 and NJAC 17:27 et seq.
- A brief narrative of the Architects vision of what a municipal building & public safety facility should be.
- Provide at least three (3) concept drawings – one (1) of which shall be based on the renovation of the existing building - based on the information outlined in the attached PowerPoint and discussions with Borough Officials.
- Proposed architectural design fees for each phase broken down as follows.

Code Compliance Survey	\$	
Conceptual Design	\$	
Schematic Design	\$	
Additional Renderings	\$	/rendering

Proposed fees should be for architectural scope only. While it is anticipated that MEP, Structural, Landscape and other consultants may come under the Architect's contract, those consultants will be selected later in consultation with the Architect.

IX. EVALUATION CRITERIA

The following criteria will be utilized in the evaluation of the Architects:

- Expertise, experience and qualifications of the Architect for providing the services described in the Scope of Work. Personnel presented in the proposal are expected to be the same personnel as will be substantially involved throughout the life of the project.
- A demonstrated track record of coordination the design and construction professionals toward the successful completion of similar projects. A demonstrated ability to work in a cohesive unit and provide leadership to other design professionals. It is anticipated that the MEP, Structural, Civil and Landscape consultants will all come under the Architect's contract in future phases of the work. The Borough will select these future consultants in consultation with the selected Architect.
- Demonstrated ability to work collaboratively with clients, public agencies, residents and other project stakeholders.
- Evidence that current and projected workload allows for the ability to complete the work in a timely manner.
- Evidence of satisfactory insurance coverage to meet the insurance requirements set forth by The Borough.
- Completeness of the submittal and compliance with the requirements of the RFP.
- Interviews
- Demonstrated creativity in addressing our needs in a cost-efficient manner.
- The proposed consulting fee.
- Input from references.

X. SELECTION PROCESS

The Borough of Mountain Lakes will evaluate Architects according to the identified criteria. [[The Borough reserves the right to interview a short-list of Architects.]] The selected Architect will be announced after careful consideration by the Committee and Borough Council.

XI. GROUNDS FOR REJECTION

The Borough of Mountain Lakes reserves the right to reject any Architect for one or more of the following reasons:

- The submission does not contain all information requested in the RFP.
- The submission is not received by the stated deadline.
- The Architect does not possess the required minimum qualifications.

XII. TERMS & CONDITIONS

In submitting a response to this RFP, the Architect acknowledges that:

- The Architect has read and understands all terms and conditions set forth in this RFP.
- The Borough of Mountain Lakes reserves the right to revise any terms and/or conditions set forth in this RFP and/or add any terms and/or conditions beyond those set forth in the RFP.
- The progress of this project is subject to further analysis and study. As such, The Borough of Mountain Lakes reserves the right to terminate this contract or place the project on hold indefinitely.
- The Borough of Mountain Lakes reserves the right, at its sole discretion, to alter the Scope of Work.

PRE-QUALIFICATION QUESTIONNAIRE

1. The Firm

- a. Where is the firm headquartered? If the firm has multiple offices from which office will the services for the district be provided?
- b. How many years has the firm been practicing Architecture?
- c. How many staff members working full time in the firm?

NJ Licensed Architects , LEED accredited professionals ,
Non-licensed Architectural graduates Other .
- d. Has the firm received any awards, professional recognitions or been publicized?
- e. Provide the names, resumes and other relevant information on the team that will be assigned to the district.

2. Firm's Experience

- a. What are the firm's experiences with New Jersey public buildings specifically municipal buildings and public safety facilities? please provide a list of NJ governmental clients
- b. What is the firm's experience with maintenance projects (i.e. roofs, windows, etc.) for New Jersey public buildings?
- c. What is the firm's experience with the Energy Projects (lighting, HVAC, etc.)?
- d. What is the firm's experience with solar projects?
- e. What is the firm's experience with Long Range Facilities Plans?
- f. What is the firm's experience in securing grants for municipalities?
- g. Share examples where the firm has saved the municipality money?

3. Legal Action

- a. Has the firm ever been released or terminated during its involvement from a project prior to completion? Please explain the circumstances including project name, location, date of release, etc.
- b. Has any public entity ever initiated legal action against your firm? If so, please explain. Include in the explanation the results of that legal action.
- c. Does the firm have any pending litigation? If so, please explain. Include in the explanation the status of that legal action.

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirements to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);
OR
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;
OR
- (c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmation Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

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

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

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

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

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

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

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

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

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

New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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

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

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

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

Business Registration Certificate

P.L. 2001, Ch. 134 requires all contractors and subcontractors with State Agencies to provide proof of registration with the Department of Treasury, Division of Revenue.

Registrations can be obtained on the website of the State of New Jersey:

<http://www.state.nj.us/treasury/revenue/busregcert.htm>.

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

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made apart of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, any pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

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

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check which represents the type of business organization:

____ Partnership ____ Corporation ____ Sole Proprietorship
____ Limited Partnership ____ Limited Liability Corporation ____ Limited Liability
Partnership ____ Subchapter S Corporation

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

Stockholders:

Name: _____

Name:

Home Address: _____

Home Address:

Name: _____

Name:

Home Address: _____

Home Address:

Name: _____

Name:

Subscribed and sworn before me this _____ day of _____

(Affiant)
____, 2 ____.

(Notary Public) (Seal)
title of attaint)

(Print name &

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

ss:

I, _____ residing in

_____ (name of municipality)

in the County of _____ and State of

_____ of full age,

being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____

_____ (title or position)

_____ (name of firm)

_____ the bidder making this Proposal for the
bid entitled _____

_____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into
any agreement, participated in any collusion, or otherwise taken any action in
restraint of free, competitive bidding in connection with the above named project;
and that all statements contained in said proposal and in this affidavit are true and
correct, and made with full knowledge that the

_____ relies upon the truth of the statements
contained in said

_____ (name of contracting unit)

Proposal and in the statements contained in this affidavit in awarding the contract
for the said project.

I further warrant that no person or selling agency has been employed or retained
to solicit or secure such contract upon an agreement or understanding for a
commission, percentage, brokerage, or contingent fee, except bona fide employees
or bona fide established commercial or selling agencies maintained by

_____.

Subscribed and sworn by

before me this day

Signature

_____, 2017__

(Type or print name of

affiant under signature)

Notary public of

My Commission expires _____

(Seal)

BOROUGH OF MOUNTAIN LAKES

INTEROFFICE MEMORANDUM

TO: HONORABLE MAYOR & BOROUGH COUNCIL
SUBJECT: SOLID WASTE CONTRACT RECOMMENDATION
DATE: NOVEMBER 8, 2017
CC: VALERIE EGAN – BOROUGH CLERK
ROBERT OOSTDYK – BOROUGH ATTORNEY

Summary

The current contract for solid waste and recycling collection and disposal expires on December 31, 2017. In order to ensure all of the factors were considered in the bid design process, the Solid Waste Advisory Committee was reconstituted in early 2017 and given the charge to prepare a bid specification for the continuation of residential service. After several months of review, edits on bid drafts and advertising, a single bid was received from our current hauler.

Facts

Over the course of several months and many meetings, bid specifications were developed that followed our current practice of back door service but also allowed a prospective vendor to customize the collection system by recommending an alternative collection schedule. The bid document also provided several alternatives regarding ownership of recycling materials, single stream or dual stream recycling and for additional service for an annual curbside collection of bulk waste (in addition to the drop off program). In the end, only bid was received and from our current hauler with a price increase of approximately \$120,000 over 2017. The increase was attributable to increases in health benefits (now all 475 employees are eligible versus minimal prior to ACA) and normal operating increases. [Keep in mind the expiring contract was bid in 2012 for a contract term of 2013 through 2017].

In order to understand the impact of the side door service and to compare to other communities, a brief survey was forwarded to some of our neighboring communities; the chart depicting the results is attached. One of the primary take aways from this survey is the cost to Mountain Lakes residents is near the price being paid by other towns when the residents pay the hauler directly and for curbside collection. Mountain Lakes averages \$305 per house compared to \$380 for curbside service/owner pays; in towns where the municipality pays, the average is \$210. All comparative towns have curbside service. Any dramatic changes in our pricing model will not occur unless curbside service is initiated; based on the results of the recent Citizen Survey that is not a change residents would accept.

Conclusion

The consensus, except for one member, is as follows:

- Retention of side door service
- Collection remains once per week for both garbage and recycling
- The collection days will remain the same – Monday through Friday.
- The Borough retains ownership of the recycling material and dictates the marketplace. [this is based on a conference call with a representative from ReCommunities in Mine Hill].
- The Borough will evaluate an option for curbside bulk trash collection on a bi-annual basis.
- Contract to be for five (5) years.
- The pricing scheme follows below.

To that end, a Resolution will be on the Agenda awarding the contract to Suburban Disposal as indicated above.


Richard J. Sheola
Borough Manager

Year	Base Contract	Increase	% Inc	Ave Cost per House	Houses	Borough Containers	Board of Education	Bulk Waste Containers - each	Curbside Bulk Waste - per collection
2017	\$291,999	-\$5,000	-1.68%	\$209	1,397	\$0	\$0	\$0	NP
2018	\$412,000	\$120,001	41.10%	\$295	1,398	\$1,000	\$1,000	\$200	\$4,500
2019	\$418,000	\$6,000	1.46%	\$298	1,403	\$1,000	\$1,000	\$200	\$4,500
2020	\$424,000	\$6,000	1.44%	\$299	1,418	\$1,000	\$1,000	\$200	\$4,500
2021	\$430,000	\$6,000	1.42%	\$300	1,433	\$1,000	\$1,000	\$220	\$4,500
2022	\$436,000	\$6,000	1.40%	\$304	1,434	\$1,000	\$1,000	\$220	\$4,500

Municipality	Town pay for collection		Cost		If Not Muni, resident cost per year	Recycling drop off?	collection location		single family homes	cost per house	Average by type
	Solid Waste	Recycling	Solid Waste	Recycling			curb	back door			
Mendham Twp	Y	Y	\$188,700	\$78,000		N	X		1,943	\$137	
Dover	Y	Y	\$998,000	\$121,750		Y	X		4,000	\$280	
Rockaway Borough	Y	Y	\$420,000			Y	X		1,887	\$223	
Madison	Y	Y	\$965,000	\$220,000		Y	X		5,100	\$232	
Morris Twp	Y	Y	\$1,745,000			Y	X		7,800	\$224	
Long Hill	Y	Y	\$479,000			Y	X		2,901	\$165	\$210
Mountain Lakes	Y	Y	\$412,000			Y		X	1,350	\$305	
Washington Twp	N	N		\$7,800		Y	X		5,916	\$381	
Denville	N	Y		\$244,443		Y	X		6,000	\$361	
Chatham Twp	N	Y		\$127,000		Y	X		2,500	\$399	\$380

NOTE: Tipping fees not included except those towns where residents pay hauler

BOROUGH OF MOUNTAIN LAKES INTEROFFICE MEMORANDUM

TO: Richard Sheola, Borough Manager

SUBJECT: Third Quarter 2017 Current Budget Report

DATE: November 1, 2017

Attached is the third quarter budget report for the current fund budget:

Revenues:

- Other Licenses – These fees are for raffle, food handlers, and solicitors' permits, they can vary from year to year.
- Other Fees & Permits – The realized revenue in 2017 is down because police outside services revenue is now being credited to a Miscellaneous Revenue Not Anticipated– Admin fees account in the amount of \$20,531.83 (as of 9/30/17) and the Fuel-Gasoline account in the amount of \$18,100.00 (as of 9/30/17). Soil erosion, tree removal, Planning Board fees, and Zoning Board of Adjustment fees are down compared to 2016. These fees are based on applications submitted and can vary from year to year. I am estimating that this line item will be under budget by about \$15,600.00 at year end however, total MRNA revenue is up in comparison to 2016 so it should cover the short fall.
- Court Revenue – This revenue is up in comparison to 2016, as of 9/30/17 we have collected \$4,435.78 over the budgeted amount. Any excess at year end will go to fund balance.
- Interest on Investments – The revenue is up in comparison to 2016, this is because we have all of our accounts in one bank and are not being charged banking fees. Estimated over budget by \$10,000.00 at year end.
- Board of Education Field Lease and Board of Education portion of Solid Waste fees – We have received the first and second quarters and will receive the third and fourth quarters in November.
- Trash Bag Receipts – Compared to the 2016 revenue as of 9/30 the revenue is down by \$11,000. It usually picks up in the fourth quarter but I am estimating that we will be under budget by about \$15,000.00 at year end.
- The State revenue is paid out between July and November.
- The tax collection percentage was 99.54% in the first quarter, 99.40% in the second quarter, and 98.80% in the third quarter. The tax sale is set for 12/6/17 and as of 10/23/17 9 tax accounts and 20 utility accounts are on the list.

Expenditures:

- All Salary & Wage accounts – All salary and wage accounts have the first pay in October charged to them since the funds were transferred on 9/27/17.
- General Administration Other Expenses – This account is slightly over budget due to the postage account, office supplies, archives services, and service contract for the copier. Funds will have to be transferred to this account, it is still under review and the amount is to be determined.

- Annual Audit – The audit for 2017 will be done in 2018 and paid for in 2018.
- Tax Assessor and Fire Dept. S&W – After reviewing these accounts corrections were made in October for a prior payroll period.
- Tax Assessor Other Expenses – The majority of the expenses for this department are in the beginning of the year, during 2016 they did not over expend their budget and I don't anticipate them going over budget for 2017.
- Planning Board Other Expenses – This line item is over budget due to the legal bills. We will probably have to transfer about \$2,500.00 into this account to cover them.
- Insurance – Liability – The joint insurance fund is paid in 2 semi-annual payments that have already been made.
- Worker's Compensation – The premium is paid for the year.
- Group Insurance Plans – We should have an excess in this account which can be used for transfers.
- Insurance – Unemployment Compensation – This amount will get transferred to the Unemployment Trust Account.
- Police S & W – Due to two officers being out on disability during the year additional overtime was needed to cover their shifts. After paying out the vacation time in November I will have a better idea of what will need to be transferred to this line item before year end.
- Traffic and Safety Committee Other Expenses – No expenses have been incurred so far this year. I sent an email to the committee chair person asking for an explanation.
- Inter local Service Agreements – Both accounts are encumbered for the entire year.
- Shade Tree Other Expenses – As of 9/30/17 they only spent 3.3% of their budget however, a big purchase order was encumbered in October.
- Streets & Roads S&W – Funds were budgeted in the Salary Adjustment line item to cover market rate adjustments, this will be transferred in November. The overtime in this account is almost completely expended. This account is being thoroughly reviewed to determine if charges can be allocated to a capital account. Depending on the overtime for snow storms we might need to transfer an additional \$15,000.00-\$20,000.00 into this account.
- Vehicle Repairs & Maintenance – The DPW subaccount is over by \$8,757.85; there was an emergency repair to a 2008 Ford Truck F-550 in the amount of \$6,604.06, there are also a number of outstanding purchase orders. The oil and antifreeze subaccount is over by \$465.90. The fire department subaccount is over by \$402.25. They had an emergency repair to rescue truck 1 in the amount of \$1,115.00 earlier in the year. I am estimating having to transfer \$15,000.00-\$20,000.00 into this account in November.
- Woodland Committee – They spent most of their budget on a memorial bench for the bird sanctuary.
- Dog Regulation – If we run out of funds in the dog trust account then the expenses will be charged to this line item. We ran out of funds in 2016 that is why this was budgeted.
- Aid to Public Library – This is encumbered for the entire year.
- Celebration of Public Events – All of the budgeted funds were spent on the Memorial Day Parade.
- PERS – Long Term disability was not on the pension website in the beginning of the year. When we received the actual invoice the budget was not adjusted to add \$1,360.00. We received a bill for late payment of the 2016 employer bill in the amount of \$355.55 and we will be getting a bill for the employers' share for the retros, I estimate that to be about \$2,400.00. Transfers for this will have to be done in November.

- PFRS – This was paid in full in April, however we will be getting an employer bill for Chief Bennett's raise, I estimate that to be about \$345.00 so that will have to be transferred to this account.
- Length of Service Awards – This is for the volunteer fire department members and will be paid out in 2018 for all members who qualified during 2017.
- DCRP – Employer Share – There were a few part time employees that were never enrolled in the Defined Contribution Retirement Program (DCRP) when they were hired. Being enrolled in this program is mandatory by the State. We are in the process of figuring out the amount owed by the Borough for the back deductions, these funds will have to be transferred into this account to cover the back deductions.
- Payment of Bond and Bond Anticipation Notes Principal and Interest are paid according to a schedule when they come due.
- Deferred Charges – These are funds budgeted for deficits in the general capital account and the dog trust account. These are paid out for the entire year.

Monica Goscicki
Chief Financial Officer

Current Fund - Revenue Budgets									
Activity to 9/30/2017					Activity to 9/30/2016				
Account Number	Description	Budget	Activity	Balance	% Received	Budget	Activity	Balance	% Received
01-190-07-200-000	AMOUNT TO BE RAISED BY TAXATION	\$6,223,970.00	\$1,379,500.00	\$ 4,844,470.00	22.16%	\$ 6,132,253.28	\$ -	\$ 6,132,253.28	0.00%
01-192-08-101-000	ANTICIPATED SURPLUS	\$1,028,400.00	\$1,028,400.00	-	100.00%	\$ 741,000.00	\$ -	\$ 741,000.00	0.00%
01-192-08-101-004	CAPITAL SURPLUS - GENERAL CAPITAL	\$0.00	\$0.00	-	-	\$ 5,000.00	\$ -	\$ 5,000.00	0.00%
01-192-08-103-000	LICENSES - LIQUOR	\$12,000.00	\$12,688.00	(688.00)	105.73%	\$ 12,688.00	\$ 15,250.00	\$ (2,562.00)	120.19%
01-192-08-104-000	OTHER LICENSES	\$500.00	\$2,010.00	(1,510.00)	402.00%	\$ 1,120.00	\$ 405.00	\$ 715.00	36.16%
01-192-08-105-000	FEES & PERMITS	\$36,500.00	\$15,692.54	\$ 20,807.46	42.99%	\$ 23,760.00	\$ 40,072.15	\$ (16,312.15)	168.65%
01-192-08-106-010	CLERK'S FEES & PERMITS	\$3,500.00	\$3,632.00	(132.00)	103.77%	\$ 7,097.00	\$ 3,060.00	\$ 4,037.00	43.12%
01-192-08-110-000	MUNICIPAL COURT FINES & COSTS	\$27,500.00	\$31,935.78	(4,435.78)	116.13%	\$ 48,607.00	\$ 25,416.53	\$ 23,190.47	52.29%
01-192-08-112-000	INTEREST & COSTS-TAX COLLECTION	\$42,500.00	\$37,110.43	\$ 5,389.57	87.32%	\$ 39,628.40	\$ 28,790.73	\$ 10,837.67	72.65%
01-192-08-113-000	INTEREST ON INVESTMENTS	\$10,000.00	\$14,910.18	(4,910.18)	149.10%	\$ 7,807.00	\$ 3,294.74	\$ 4,512.26	42.20%
01-192-08-115-000	CABLE FRANCHISE FEES	\$18,700.00	\$18,711.00	(11.00)	100.06%				
01-192-08-118-000	RECREATION FEES & INCOME	\$60,000.00	\$60,742.00	(742.00)	101.24%	\$ 60,490.00	\$ 62,428.00	\$ (1,938.00)	103.20%
01-192-08-119-000	RENT FROM RAILROAD STATIONS	\$26,000.00	\$22,500.00	\$ 3,500.00	86.54%	\$ 26,000.00	\$ 19,882.08	\$ 6,117.92	76.47%
01-192-08-120-000	T-MOBILE CELL TOWER LEASE	\$55,000.00	\$52,443.52	\$ 2,556.48	95.35%	\$ 55,075.50	\$ 50,426.42	\$ 4,649.08	91.56%
01-192-08-121-000	SPRINT/NEXTEL LEASE-1/2 DUE T-MOBILE	\$18,000.00	\$15,224.04	\$ 2,775.96	84.58%	\$ 19,000.00	\$ 16,455.48	\$ 2,544.52	86.61%
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	0.00%
01-192-08-123-000	VERIZON GROUND LEASE (AS OF 1/1/17)	\$29,988.00	\$22,499.91	\$ 7,488.09	75.03%				
01-192-08-125-000	SOLID WASTE FEES	\$47,000.00	\$38,077.04	\$ 8,922.96	59.74%	\$ 55,987.00	\$ 2,939.33	\$ 53,047.67	5.25%
01-192-08-126-000	TRASH BAG RECEIPTS	\$193,000.00	\$144,362.50	\$ 48,637.50	74.80%	\$ 193,062.50	\$ 153,300.00	\$ 39,762.50	80.44%
01-192-08-160-000	UNIFORM CONSTRUCTION CODE FEES	\$125,000.00	\$111,636.00	\$ 13,364.00	89.31%	\$ 151,914.00	\$ 98,897.00	\$ 53,017.00	65.10%
01-192-08-170-007	INTERFUNDS RECEIVABLE - SEWER OPERATING			\$ -	-	\$ 519,000.00	\$ -	\$ 519,000.00	-
01-192-08-170-013	Interfund Rec. - Payroll Agency			\$ -	-	\$ 100,000.00	\$ -	\$ 100,000.00	-
01-192-08-170-014	Interfund Rec. - Police O/S Contractors			\$ -	-	\$ 40,000.00	\$ -	\$ 40,000.00	-
01-192-09-000-000	STATE AID REVENUE (NON-GRANT)	\$417,293.00	\$317,998.75	\$ 99,294.25	76.21%	\$ 417,293.00	\$ 317,998.75	\$ 99,294.25	76.21%
01-192-10-000-000	FEDERAL & STATE GRANT REVENUE	\$35,057.95	\$35,057.95	-	100.00%	\$ 268,684.15	\$ 268,684.15	\$ -	100.00%
01-192-15-499-000	RECEIPTS DELINQUENT TAX	\$315,000.00	\$333,938.42	(18,938.42)	106.01%	\$ 212,500.00	\$ 203,726.90	\$ 8,773.10	95.87%
01-192-18-001-000	CURRENT YEAR TAXES RECEIVED	\$0.00	\$22,817,064.99	(22,817,064.99)	-	\$ -	\$ 22,065,818.35	\$ (22,065,818.35)	-
01-192-20-200-000	UNANTICIPATED REVENUES (MIRNA)	\$0.00	\$82,690.29	(82,690.29)	-	\$ -	\$ 52,060.54	\$ (52,060.54)	-
TOTALS		\$ 8,769,908.95	\$ 26,611,325.34	\$ (17,841,416.39)		\$ 9,182,966.83	\$ 23,430,906.15	\$ (14,247,939.32)	

Borough of Mountain Lakes												
Water Operating - Revenue Budgets												
Account Number	Description	Activity to 9/30/2017			Activity to 9/30/2016			%				
		Budget	Activity	Balance	Received	Budget	Activity	Balance	Received	%	Received	%
05-192-08-501-000	ANTICIPATED SURPLUS	\$60,000.00	\$60,000.00	\$0.00	100.00%	\$70,000.00	\$70,000.00	\$0.00	100.00%			
05-192-17-000-000	WATER OPERATING REVENUES	\$752,954.00	\$494,603.38	\$258,350.62	65.69%	\$737,509.00	\$523,983.54	\$213,525.46	71.05%			
05-192-17-100-000	MRWA - INTEREST EARNED	\$0.00	\$1,204.39	-\$1,204.39		\$0.00	\$1,430.53	-\$1,430.53				
TOTALS		\$812,954.00	\$555,807.77	\$257,146.23	68.37%	\$807,509.00	\$595,414.07	\$212,094.93	73.73%			
Water Operating - Expenditure Budgets												
Account Number	Description	Activity to 9/30/2017			Activity to 9/30/2016			%				
		Budget	Activity	Encumbered	Balance	Expended	Budget	Activity	Encumbered	Balance	Expended	%
05-201-55-510-001	Water Operating - Salary & Wages	\$409,208.00	\$309,817.65	\$0.00	\$99,390.35	75.71%	\$369,068.00	\$326,103.81	\$0.00	\$42,964.19	88.36%	
05-201-55-520-520	Water Operating - Other Expenses	\$345,770.00	\$192,681.75	\$32,345.16	\$120,743.09	55.73%	\$362,607.00	\$147,074.76	\$31,337.12	\$184,195.12	40.56%	
05-201-55-527-000	Water - Capital Outlay	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%	\$17,600.00	\$0.00	\$0.00	\$17,600.00	0.00%	
05-201-55-531-000	Water - Social Security	\$29,579.00	\$23,315.94	\$0.00	\$6,263.06	78.83%	\$28,234.00	\$20,625.41	\$0.00	\$7,608.59	73.05%	
05-201-55-532-000	Water - P.E.R.S.	\$13,397.00	\$13,397.00	\$0.00	\$0.00	100.00%	\$30,000.00	\$0.00	\$0.00	\$30,000.00	0.00%	
05-201-55-534-000	Water - Emergency	\$125,000.00	\$83,279.69	\$200.98	\$41,519.33	66.62%	\$807,509.00	\$493,803.98	\$31,337.12	\$282,367.90	61.15%	
TOTALS		\$937,954.00	\$622,492.03	\$32,546.14	\$282,915.83	66.37%	\$807,509.00	\$493,803.98	\$31,337.12	\$282,367.90	61.15%	

BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS
RESOLUTION 150-17

**RESOLUTION AUTHORIZING THE RETURN OF SECURITY DEPOSIT POSTED BY THE
STATION AT MOUNTAIN LAKES, LLC**

WHEREAS, The Station at Mountain Lakes, LLC posted a deposit for a lease of Borough property located at 99 Midvale Road in the amount of \$8,700.00; and

WHEREAS, the lease has expired and a new lease has been entered into for the property along with a new security deposit posted for the new lease.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that a security deposit in the amount of \$8,700.00 posted by The Station at Mountain Lakes, LLC shall be released to the tenant together with such interest as was attributed to the security deposit.

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 November 13, 2017.

Valerie A. Egan, Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barrett						
Happer						
Horst						
Korman						
Shepherd						
Barnett						
Holmberg						

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS
RESOLUTION 151-17**

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE OF MUNICIPAL PROPERTY (RAILROAD STATION)

WHEREAS, the Borough solicited bids for the lease of certain municipal property owned by and located in the Borough, together with the structure located thereon described as follows:

The Railroad Station and parcels of surrounding and nearby lands, situated in the Borough of Mountain Lakes, the same having all been acquired by deed from the Delaware, Lackawanna & Western Railroad Company dated October 23, 1959 in Book G-70 of Deeds, page 278, and being as shown on a certain map entitled "D.L. & W.R.R., Map Showing Property To Be Conveyed to Boro. of Mt. Lakes in Boro. of Mt. Lakes, Morris Co., New Jersey" dated January 20, 1958 (revised October 13, 1959 and November 2, 1959) and prepared by the Office of Div. Eng'r (D.L.&W.R.R.), Hoboken, N.J.

WHEREAS, the high bid in an amount of \$3,000.00 per month beginning on December 15, 2017 (with 3% annual increases) for a term of four (4) years with an option to renew for two (2) year periods for up to a maximum of six (6) renewal years was submitted by The Station at Mountain Lakes, LLC; and

WHEREAS, the Borough Council finds that the award of this lease to the high bidder, The Station at Mountain Lakes LLC, is in the best interest of the Borough.

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 the appropriate Borough officials are authorized to execute a lease with The Station at Mountain Lakes LLC in an amount of \$3,000.00 per month beginning December 15, 2017 for the lease of certain municipal property owned by and located in the Borough known as 99 Midvale Road in the form attached hereto; and be it further

BE IT FURTHER RESOLVED that a security deposit in the amount of \$12,000.00 is hereby accepted and shall be held by the Borough throughout the term of the lease.

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 November 13, 2017.

Valerie A. Egan, Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barrett						
Happer						
Horst						
Korman						
Shepherd						
Barnett						
Holmberg						

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

RESOLUTION 165-17

“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 **November 13, 2017** 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 November 13, 2017.

Valerie A. Egan, Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barrett						
Happer						
Horst						
Korman						
Shepherd						
Barnett						
Holmberg						

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 11/13/2017 For bills from 10/20/2017 to 11/09/2017

Check#	Vendor	Description	Payment	Check Total
13488	111 - ABB INC.	PO 18041 WATER DEPARTMENT - TREATMENT OF WEL	901.64	901.64
13489	164 - ALERT-ALL CORP.	PO 17954 FIRE DEPT: CUST# MOU0704687 - FIRE	1,678.20	1,678.20
13490	196 - ALLIED OIL COMPANY, LLC	PO 18033 DPW - UNLEADED FUEL - BLANKET	2,771.70	2,771.70
13491	102 - ANDERSON & DENZLER ASSOC., INC	PO 17066 2017 ENGINEERING SERVICES POLLARD R	314.00	
		PO 17187 ENGINEERING SVC FOR BIRCHWOOD & ISL	1,723.40	
		PO 18053 SEPTEMBER 2017 PROFESSIONAL SERVICE	235.50	
		PO 18053 SEPTEMBER 2017 PROFESSIONAL SERVICE	2,096.71	4,369.61
13492	102 - ANDERSON & DENZLER ASSOC., INC	PO 18053 SEPTEMBER 2017 PROFESSIONAL SERVICE	7,682.02	7,682.02
13493	3828 - BOROUGH OF MADISON	PO 17126 SHARED INFORMATION TECHNOLOGY SERVI	734.50	
		PO 17126 SHARED INFORMATION TECHNOLOGY SERVI	1,117.74	1,852.24
13494	542 - CAIN & SONS FIRE EQUIPMENT, INC	PO 18036 POLICE: RECHARGE OF FIRE EXTINGUISH	45.00	45.00
13495	2775 - CAPITOL SUPPLY CONSTRUC PROD, INC	PO 17705 WATER DEPARTMENT - EQUIPMENT - BLAN	480.12	480.12
13496	3650 - CARA FOX	PO 18055 2017 MILEAGE REIMBURSEMENT- MINI MP	199.26	199.26
13497	440 - CDW GOVERNMENT	PO 17742 CUSTOMER# 12686351 // QUOTE# JCTH84	1,467.59	
		PO 17817 COMPUTER EQUIP: QUOTE# JFFC817	438.32	1,905.91
13498	3381 - CEUNION	PO 17659 ANN PURCELL: 2017 CEU CLASSES	89.00	89.00
13499	456 - CHADLER SOLUTIONS, LLC	PO 17368 2017 RISK MANAGEMENT CONSULTATION F	4,643.55	4,643.55
13500	2242 - CINTAS CORPORATION NO. 2	PO 16728 DPW - PERSONAL SAFETY EQUIPMENT - B	104.67	104.67
13501	3783 - CINTAS, CORP. - UNIFORM RENTALS	PO 17760 DPW - UNIFORMS - BLANKET	248.00	
		PO 17760 DPW - UNIFORMS - BLANKET	280.36	
		PO 17760 DPW - UNIFORMS - BLANKET	239.48	767.84
13502	455 - CONDURSOS GARDEN CENTER	PO 17989 DPW - DRAINS PIPES CATCHBASINS	550.00	550.00
13503	3184 - CONSTELLATION NEWENERGY, INC	PO 18076 STREET LIGHTING: CNE CUST ID: 41106	4,592.96	4,592.96
13504	3184 - CONSTELLATION NEWENERGY, INC	PO 18077 2017 STREET LIGHTING: BILLING GROUP	5,907.93	5,907.93
13505	2147 - CCTMO LLC	PO 18022 NOV 2017 - CELL TOWER REIMBURSEMENT	1,725.05	1,725.05
13506	653 - GANNET NEW JERSEY NEWSPAPERS	PO 18017 ACCT#31470 - OCTOBER ADVERTISING	29.92	29.92
13507	506 - DAN COMO & SONS, INC	PO 17055 DPW - LEAF & BRUSH REMOVAL - BLANKE	326.60	
		PO 17945 DPW - LEAF & BRUSH REMOVAL - BLANKE	3,423.40	3,750.00
13508	3884 - DECOTIIS, FITZPATRICK, COLE & GIBLI	PO 18008 LABOR ATTORNEY - PROFESSIONAL SERVI	437.50	437.50
13509	657 - DRAEGER, INC.	PO 18044 Police Equipment Service	179.00	179.00
13510	3367 - NEW JERSEY EZ PASS	PO 18042 E-2 PASS REPLENISHMENT PAYMENT/ ACC	100.00	100.00
13511	753 - FIRE FIGHTERS EQUIPMENT CO.	PO 18025 FIRE DEPT: GLOVES	158.00	158.00
13512	769 - FOREST LUMBER	PO 17881 BOROUGH HALL MAINTENANCE - GARBAGE	566.80	
		PO 18067 POLICE DOOR TO SERVER ROOM	59.98	626.78
13513	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 17733 DPW - SIGNS	171.28	
		PO 17949 DPW - SIGNS	466.50	637.78
13514	2707 - GNOMECOMM, LLC	PO 18066 POLICE IMPOUND LOT:	1,024.00	1,024.00
13515	3867 - HEWLETT PACKARD ENTERPRISE CO.	PO 17743 QUOTE# NQ00020046-01	8,807.09	8,807.09
13516	3817 - IL TORRENTE PIZZA	PO 17019 DPW - EMERGENCY MEALS - BLANKET	48.98	
		PO 17987 DPW - EMERGENCY MEALS - BLANKET	52.16	101.14
13517	3895 - INGLESINO, WEBSTER, WYCISKALA &	PO 18088 DECLATORY JUDGMENT ACTION:	1,500.00	1,500.00
13518	859 - JCP&L	PO 18016 MASTER ACCT# 200 000 020 764: BILL	274.85	
		PO 18060 MASTER ACCT# 200 000 569 000 / BILL	3,171.08	
		PO 18059 MAST ACCT# 200 000 054 011/ BILL DA	6.17	
		PO 18064 ACCT# 100 075 505 725 - BILLING PRD	3.32	
		PO 18072 ACCT# 100 050 702 156 - BILLING PRD	5.10	3,460.52
13519	1040 - JESCO, INC.	PO 17992 WATER DEPARTMENT - VEHICLE REPAIRS	2,174.82	2,174.82
13520	1062 - JOHNNY ON THE SPOT, LLC	PO 18024 OCT/NOV 2017 - CUST ID# 014738 - PO	369.60	
		PO 18054 NOVEMBER 2017 - CUST ID# 014738 - P	310.80	
		PO 18074 NOV 2017 - CUST ID# 014738 - PORT-A	200.75	881.15
13521	1082 - KIWANIS AMBULANCE SERVICE	PO 17697 2017 KIWANIS AMBULANCE SERVICE FIRS	3,750.00	3,750.00
13522	3835 - LORRAINE CAFFREY	PO 18047 REIMBURSEMENT - FINANCE COURSE	654.34	654.34
13523	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 18019 SEPTEMBER 2017 PROFESSIONAL SERVICE	543.90	543.90
13524	2895 - METRO SUPPLY & SERVICE INC.	PO 17882 BOROUGH HALL MAINTENANCE - GARBAGE	345.40	345.40
13525	3648 - MONMOUTH TELECOM	PO 18065 NOV 2017 TELEPHONE SERVICES / ACCT#	1,477.36	1,477.36
13526	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 18034 SOLID WASTE TIPPING FEES - SEPTEMBE	10,027.95	10,027.95
13527	1371 - MTN. LAKES BOARD OF EDUCATION	PO 18046 NOV 2017 MTN LAKES SCHOOL DISTRICT	1,693,374.08	1,693,374.08
13528	1472 - MURPHY, MCKEON P.C.	PO 17275 2017 RETAINER FEES - BLANKET	4,166.66	
		PO 18090 OCTOBER 2017 LEGAL SERVICES	720.00	4,886.66
13529	881 - NCX	PO 16811 2017 DNS HOSTING FOR ACCT: GTI	19.95	19.95
13530	2483 - NFIRS ONLINE	PO 17752 FIRE DEPT: 2017 ANNUAL SUBSCRIPTION	395.00	395.00
13531	3772 - DCRP	PO 18073 PLAN# 316149 - DCRP PREMIUM 10/01/2	28.59	28.59
13532	1562 - NJLM	PO 18050 CONFERENCE: WOMEN IN MUNICIPAL GOVE	30.00	30.00
13533	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 18051 NOVEMBER 2017 DENTAL PREMIUMS - GRO	3,044.00	3,044.00

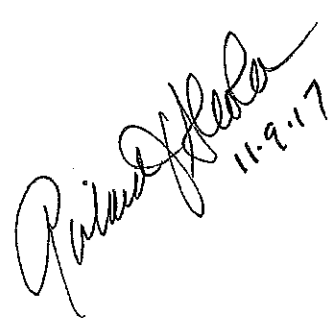
List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 11/13/2017 For bills from 10/20/2017 to 11/09/2017

Check#	Vendor	Description	Payment	Check Total
13534	2676 - NORTH JERSEY COPY	PO 17932 POLICE DEPT: INVITATIONS	381.93	381.93
13535	2727 - ONE CALL CONCEPTS, INC.	PO 16886 2017 JAN - DEC BLANKET / ACCT# 12-B	62.50	62.50
13536	3236 - ONE SOURCE OF NEW JERSEY, LLC	PO 17901 DPW - EQUIPMENT REPAIR - BLANKET	571.36	571.36
13537	2968 - OPTIMUM (DPW)	PO 17357 DPW INTERNET SERVICES ACCT# 07876-6	100.58	100.58
13538	2968 - OPTIMUM (DPW)	PO 17358 DPW: ACCT# 07876-414565-01-0 - BLAN	10.70	10.70
13539	479 - PARKER PUBLICATIONS	PO 18006 ACCT# 010902 / PLANNING BOARD/ ZBOA	49.35	49.35
13540	3166 - PARSIPPANY POLICE DEPT	PO 18052 WATER MAIN BREAK - POLICE OUTSIDE D	320.00	320.00
13541	1787 - R & J CONTROL, INC.	PO 18038 DPW - BUILDING MAINTENANCE	504.12	504.12
13542	1815 - R.P. SMITH & SONS	PO 17879 BOROUGH HALL MAINTENANCE - GARBAGE	953.10	
		PO 17879 BOROUGH HALL MAINTENANCE - GARBAGE	577.75	1,530.85
13543	1734 - READYREFRESH BY NESTLE	PO 18018 ACCT# 0016496903 - 9/13/17 TO 10/12	111.32	111.32
13544	2397 - ROCKAWAY AUTO RESOURCES, LLC	PO 17707 DPW - VEHICLE REPAIR & MAINTENANCE	150.58	
		PO 17780 FIRE DEPT: MISC. ENGINE REPAIRS - B	75.98	226.56
13545	1800 - ROMA PIZZERIA	PO 16725 DPW - EMERGENCY MEALS - BLANKET	96.20	96.20
13546	2735 - RUTGERS, THE STATE UNIVERSITY OF NJ	PO 17855 CARA FOX: THE MINI-MPA CERTIFICATE	2,000.00	2,000.00
13547	3205 - SECURITY SHREDDING	PO 18021 OCTOBER 2017 SHREDDING	60.00	60.00
13548	1878 - SENECA TREE SERVICE, INC.	PO 17907 DPW - TREE REMOVAL - EST# 7155	2,400.00	2,400.00
13549	1948 - SHEAFFER SUPPLY, INC.	PO 16781 DPW & WATER - BLANKET FOR 1ST QTR 2	127.60	
		PO 17988 POLICE DEPARTMENT - VEHICLE MAINTEN	99.00	226.60
13550	2470 - SKYLANDS AREA FIRE EQUIP & TRAINING	PO 17955 FIRE DEPT: QUOTE# 5107	5,331.82	5,331.82
13551	114 - SOLITUDE LAKE MANAGEMENT	PO 17832 2017 LAKE MANAGEMENT - BLANKET - CU	4,185.00	4,185.00
13552	2774 - STAPLES BUSINESS ADVANTAGE	PO 17971 ORDER # 7184744498	166.77	
		PO 18045 POLICE: Office Supplies - ORDER# 71	183.11	349.88
13553	1981 - SUBURBAN DISPOSAL, INC	PO 18032 DPW - SOLID WASTE COLLECTION - SEPT	24,083.33	24,083.33
13554	3894 - SUSTAINABLE JERSEY	PO 18061 2017 SUSTAINABLE JERSEY ANNUAL LUNC	105.00	105.00
13555	2058 - THOMAS TRAPASSO	PO 18063 REIMBURSEMENT	57.67	57.67
13556	603 - TOWNSHIP OF DENVERVILLE	PO 17270 2017 SHARED MUNICIPAL COURT SERVICE	13,716.00	13,716.00
13557	1536 - TREAS, STATE OF NJ - D.O.H.	PO 18086 OCTOBER 2017 DOG LICENSING FEES	1.20	1.20
13558	1538 - NEW JERSEY DEPT OF TRANSPORTATION	PO 18068 FOR TRAFFIC CONTROL DEVICES - MAINT	429.84	429.84
13559	189 - TRUE VALUE HARDWARE	PO 17495 WATER DEPARTMENT - EQUIPMENT & TOOL	184.22	
		PO 17494 DPW - STREETS & ROADS - BLANKET	335.99	520.21
TOTAL				1,840,143.65

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	2,287.85			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	30.00			
01-201-20-130-020	FINANCE - OTHER EXPENSES	661.63			
01-201-20-140-020	COMPUTER SERVICES	765.15			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	89.00			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	6,824.16			
01-201-20-165-020	ENGINEERING SERVICES	7,682.02			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	589.62			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	36.84			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	10.29			
01-201-23-210-020	INSURANCE - LIABILITY	4,643.55			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	3,044.00			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	1,913.04			
01-201-25-251-020	INTERLOCAL SERVICES: DENVERVILLE COURT - OE	13,716.00			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	2,307.18			
01-201-25-260-020	VOL. AMBULANCE SQUAD CONTRIB	3,750.00			
01-201-25-263-020	FIRE DEPT - SAFETY - OTHER EXP	57.67			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	3,636.20			
01-201-26-300-020	SHADE TREE COMMISSION - O/E	2,400.00			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	38,123.85			
01-201-26-306-020	Recycling Tax	315.18			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	1,023.52			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	150.58			



Paul J. Pappalardo
11-9-17

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	5,084.65			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	289.44			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	9,508.85			
01-201-31-440-020	TELECOMMUNICATIONS	1,477.36			
01-201-31-447-020	PETROLEUM PRODUCTS	2,771.70			
01-203-31-435-020	(2016) ELECTRICITY - ALL DEPARTMENTS		4,592.96		
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			1,693,374.08	
01-260-05-100	DUE TO CLEARING			0.00	1,812,881.42
01-290-55-000-005	DUE TO T-MOBILE - SPRINT FEES			1,725.05	
TOTALS FOR	Current Fund	113,189.33	4,592.96	1,695,099.13	1,812,881.42
02-200-40-700-340	Clean Communities Grant			1,058.10	
02-260-05-100	DUE TO CLEARING			0.00	1,058.10
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	1,058.10	1,058.10
04-215-55-981-000	2015 CAPITAL ORDINANCE 09-15			438.32	
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			18,507.62	
04-215-55-983-000	2017 CAPITAL ORDINANCE 05-17			314.00	
04-260-05-100	DUE TO CLEARING			0.00	19,259.94
TOTALS FOR	General Capital	0.00	0.00	19,259.94	19,259.94
05-201-55-520-520	Water Operating - Other Expenses	6,468.01			
05-260-05-100	DUE TO CLEARING			0.00	6,468.01
TOTALS FOR	Water Operating	6,468.01	0.00	0.00	6,468.01
07-201-55-520-520	Sewer Operating - Other Expenses	474.98			
07-260-05-100	DUE TO CLEARING			0.00	474.98
TOTALS FOR	Sewer Operating	474.98	0.00	0.00	474.98
13-260-05-100	DUE TO CLEARING			0.00	1.20
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			1.20	
TOTALS FOR	Animal Trust	0.00	0.00	1.20	1.20

Total to be paid from Fund 01 Current Fund	1,812,881.42
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	1,058.10
Total to be paid from Fund 04 General Capital	19,259.94
Total to be paid from Fund 05 Water Operating	6,468.01
Total to be paid from Fund 07 Sewer Operating	474.98
Total to be paid from Fund 13 Animal Trust	1.20
	1,840,143.65

Checks Previously Disbursed

13487 COSTCO WHOLESALE

PO# 18043 POLICE: SAFE ZONE HALLOWEEN CANDY

2,000.00 10/27/2017

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
					2,000.00
	Total paid from Fund 01 Current Fund	2,000.00			
		2,000.00			
	Total for this Bills List:				1,842,143.65

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

Meeting Date: 11/13/2017 For bills from 10/20/2017 to 11/09/2017

Check#	Vendor	Description	Payment	Check Total
5073	3113 - PHILLIPS PREISS GRYGIEL LLC	PO 18020 SEPTEMBER 2017 PROFESSIONAL SERVICE	1,725.00	1,725.00
	TOTAL			1,725.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	1,725.00
17-500-00-091-304	KING MOUNTAIN LAKES LLC			1,725.00	
TOTALS FOR	Developer's Escrow	0.00	0.00	1,725.00	1,725.00

Total to be paid from Fund 17 Developer's Escrow

1,725.00

1,725.00

List of Bills - (3310101001001) PROVIDENT BANK Recreation Trust

Meeting Date: 11/13/2017 For bills from 10/20/2017 to 11/09/2017

Check#	Vendor	Description	Payment	Check Total
5111	3889 - HOLLINGER METAL EDGE, INC	PO 18093 HISTORIC PRESERVATION COMMITTEE:	245.67	245.67
5112	3375 - MTN. LAKES CLUB	PO 18015 SAILING BANQUET	1,685.04	1,685.04
5113	2108 - THE UPS STORE 4650	PO 18069 HPC COMMITTEE: POSTERS	126.00	126.00
TOTAL				2,056.71

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	PROVIDENT BANK			0.00	2,056.71
33-600-00-090-122	HISTORIC PRESERVAT'N COMMITTEE			371.67	
33-600-00-090-141	RESERVE FOR MTN LAKES SAILING GROUP			1,685.04	
TOTALS FOR	Recreation Trust	0.00	0.00	2,056.71	2,056.71

Total to be paid from Fund 33 Recreation Trust

2,056.71

2,056.71

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS

RESOLUTION 166-17

**RESOLUTION AUTHORIZING THE EXECUTION OF EASEMENTS BETWEEN THE BOROUGH OF
MOUNTAIN LAKES AND KINGS MOUNTAIN LAKES, LLC**

WHEREAS, Kings Mountain Lakes, LLC is the developer of land identified on a certain site plan and/or subdivision plat known as Block 116, Lot 3.01, located along Route 46; and

WHEREAS, the developer was granted approval by the Borough of Mountain Lakes Planning Board pursuant to Resolution dated September 14, 2017; and

WHEREAS, the developer desires to comply with the terms and conditions of the approval; and

WHEREAS, the developer is required to provide the following Easements to the Borough of Mountain Lakes pursuant to this approval:

Buffer Easement

Pathway Access Easement

WHEREAS, the developer is required to obtain an Access and Easement Agreement in conjunction with its required improvements to Sherwood Drive from the Borough of Mountain Lakes.

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 the appropriate municipal officials are hereby authorized to execute the following Easements in conjunction with the subdivision approval obtained by Kings Mountain Lakes, LLC in the forms attached hereto:

Buffer Easement

Pathway Access Agreement

Access and Easement Agreement (Sherwood Drive)

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 November 13, 2017.

Valerie A. Egan, Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barrett						
Happer						
Horst						
Korman						
Shepherd						
Barnett						
Holmberg						

Record and Return to:
Katharine A. Coffey, Esq.
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054

Prepared by:

Katharine A. Coffey, Esq.

BUFFER EASEMENT
(Lot 3.02 in Block 116)

THIS EASEMENT is made on the _____ day of _____, 2017, by and between:

KING OF KINGS LUTHERAN CHURCH, with an address at 145 Route 46 West, Mountain Lakes, New Jersey 07046, hereinafter called the "Grantor," and

KING OF KINGS LUTHERAN CHURCH, with an address at 145 Route 46 West, Mountain Lakes, New Jersey 07046 and **THE BOROUGH OF MOUNTAIN LAKES**, a Municipal Corporation of the County of Morris and State of New Jersey, having its principal offices at 400 Boulevard, Mountain Lakes, New Jersey 07046 (hereinafter collectively called the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the fee simple title owner, on or before the date of recordation hereof, of that certain tract of land lying and being in the Borough of Mountain Lakes, County of Morris and State of New Jersey, which tract of land is identified as Lot ____ (formerly the rear portion of Lot 3.01) in Block 116 on the Tax Map of Mountain Lakes Borough in Morris County, New Jersey, consisting of approximately 7.7 acres located at 145 Route 46 (the "Property") as shown on a final subdivision plat entitled "The Enclave at Mountain Lakes" Block 116, Lot 3.01 prepared by Dykstra Walker Design Group dated October 18, 2017, to be filed; and

WHEREAS, the Mountain Lakes Planning Board (the "Board") approved a preliminary and final site plan application for the Property, (Application 16-261), located in the R-AH2/OL-2 Zone, which was superseded by Ordinance 12-15, adopted on November 23, 2015, and Ordinance 07-16, adopted on September 12, 2016, and a Memorializing Resolution of Approval was adopted on September 14, 2017 (the "Approval"), submitted by Kings Mountain Lakes, LLC (the "Applicant"), which Approval permits the construction of 40 residential units on the Property, including 34 market rate units and 6 affordable housing units; and

WHEREAS, Grantor wishes to dedicate a nonexclusive buffer easement over a portion of the Property wherein development shall be, unless otherwise stated herein, prohibited,

including the boundary limits of the following as defined by NJDEP permit or approval: the stream channel; the riparian buffer; the freshwater wetlands; the wetland transition areas; state open waters; and flood hazard areas; and

WHEREAS, Grantor desires to include certain steep slopes and environmentally constrained areas outside the limit of disturbance of the Applicant's approved site plan within the buffer easement as well, so as to prohibit certain development within such areas pursuant to the terms and provisions of this Buffer Easement, unless otherwise stated herein; and

WHEREAS, this Easement is conveyed subject to those certain rights of other easements of record ("Easements of Record"), comprised of that certain Access Easement executed simultaneously with this Easement, and recorded immediately prior to this Buffer Easement, between King of Kings Lutheran Church as "Grantor," and the Borough of Mountain Lakes as "Grantee," ("Access Easement") wherein the Grantee is permitted to access and maintain a 5' path along a portion of the perimeter of the Property (the "Access Area") for purposes of pedestrian ingress and egress between Sherwood Drive and the nearby public park and ravine, together with right of entry for all purposes stated therein (the "Access Easement"), and that certain Water Line Easement Agreement with Grantor and the Borough of Mountain Lakes (the "Borough"), dated November 7, 2000 and recorded December 4, 2000 in the Morris County Clerk's Office in Book 5290 at Page 68 ("Water Line Easement") (together, the "Easements of Record").

NOW, THEREFORE, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Grantor has granted, conveyed and confirmed, and by these presents does grant, convey and confirm unto the Grantee and unto its successors and assigns, a nonexclusive, non-public easement for the preservation and conservation of land within those areas depicted on **Exhibit A** attached hereto and made a part hereof (the "Buffer Easement Area"), subject to the following terms and conditions, in perpetuity except as specifically noted herein:

1. No tree removal, disturbance, or future development of above-ground structures may occur within the Buffer Easement Area. No live trees or shrubs now or hereafter existing within the Buffer Easement Area shall be destroyed or removed; however, trimming or cutting

brush to maintain such area in a slightly condition is permitted. It is the intention that the Buffer Easement Area will remain undisturbed and forever wild except as specifically provided herein.

2. No topsoil, sand, gravel, rock, or other material shall be excavated, dredged, or removed from the Buffer Easement Area.

3. No dumping or placing of soil, trash, waste, or unsightly or offense material for disposal, storage or otherwise shall be permitted within the Buffer Easement Area.

4. The Grantor shall have the right to plant, maintain, preserve, and replace additional trees, shrubs, landscape berm, vegetation, and any other additional landscaping within the Buffer Easement Area.

5. All WHEREAS clauses set forth above shall be incorporated into this Paragraph 5 as if set forth herein.

6. Notwithstanding the above Paragraphs 1-5 above,,

(a) This Easement and all provisions herein are subordinate to the right of the Applicant, and its successors or assigns, expressly reserved, to construct, maintain, and repair on and within the Easement Area those improvements and structures, including drainage structures, depicted on the plans entitled, "Preliminary and Final Major Subdivision and Site Plan, The Enclave at Mountain Lakes" which were prepared by Dykstra Walker Design Group, dated March 25, 2016 and last revised October 18, 2017, attached here to as **Exhibit B** (the "Site Plan," and together with the rights of owners of any Easements of Record, the "Permitted Exceptions"), as approved pursuant to the Approval. The Grantor further reserves the right within the Buffer Easement Area to clear, grade, excavate, fill and perform the activities of paragraphs 1-4 above during the construction period in order to construct such improvements within the area of disturbance as specifically shown on the Site Plan.

(b) This Easement and all provisions herein are further subordinate to any rights of owners of the Access Easement and Water Line Easement as set forth therein.

(c) New dwelling unit patios, decks, elevated decks, appurtenances such as railings or stairs, privacy fencing, HVAC units and pedestrian entrance structures such as stairs, pads, roof overhangs, walkways, and railings not depicted on the approved site plan may nonetheless extend up to ten (10) feet into the Buffer Easement Area, provided no such new improvement shall be enclosed except for overhead decks, pedestrian entrance roof overhangs, and safety railings. Should said extension be permitted by this subparagraph, however, the width of the portion of the Buffer Easement Area bordering the Spruce Edge Townhouse Association shall at all times be a minimum of forty (40) feet wide from the

extension permitted by this paragraph (c) to the edge of the Property unless otherwise depicted on Exhibit B. Nothing herein shall invalidate or modify any other agreement regarding this Buffer Easement to which Grantor is a party.

(d) New retaining walls and grading not depicted on the approved site plan may nonetheless extend into the Buffer Easement Area provided such additional retaining walls and grading do not increase disturbance in the Buffer Easement Area as compared to the approved site plan by more than 10%. Should such retaining wall and grading be permitted by this subparagraph, however, the width of the portion of the Buffer Easement Area bordering the Spruce Edge Townhouse Association shall at all times be a minimum of twenty-eight (28) feet wide from the wall and/or grading permitted by this paragraph (d) to the edge of the property unless otherwise depicted on Exhibit B.

(e) To the extent structures, including retaining walls, or grading are permitted by this paragraph 6 to encroach into the portion of the Buffer Easement Area bordering Spruce Edge Townhouse Association (an "Unexpected Improvement"), a licensed arborist shall examine the area of Unexpected Improvement and any area within fifteen (15) feet of the Unexpected Improvement within the portion of the Buffer Easement Area bordering Spruce Edge Townhouse Association and identify any trees damaged or removed due to the installation of, and/or construction and/or grading related to the Unexpected Improvement (not to include those trees to be removed to facilitate the Project pursuant to the site plan attached hereto as Exhibit B). Kings shall plant one (1) new five (5) foot evergreen tree within the Buffer Easement Area bordering Spruce Edge Townhouse Association for each such tree identified by the arborist.

(f) New structures not depicted on Exhibit B may also be constructed within the Buffer Easement Area if required by a public utility provider.

(g) Notwithstanding their location within the Buffer Easement Area, Grantor, its invitees and licensees shall be permitted to access, construct, maintain, upkeep and inspect:

- a. Albie Drive;
- b. The gravel drive and infiltration basin; and
- c. The stormwater improvements, including 3 stormwater manholes, approximately 120 linear feet of 15" storm pipe, 30 linear feet of 18" storm pipe, a concrete flared end section and approximately 25 cubic yards of riprap for erosion protection.

7. Grantor may convey, mortgage, lease or otherwise transfer title or interest in the lands subject to this Easement; *provided, however*, that the covenants and conditions herein remain superior to such conveyance, mortgage, lease, or transfer, it being the intention of the

parties that this Easement and its terms and conditions shall become a part of the chain of title and shall run with the land.

8. Nothing herein shall be construed to permit public access to or use of the Buffer Easement Area nor require the Grantee to maintain such area. Nothing herein shall be construed to limit the Grantor's right of access to and use of the Buffer Easement Area except as herein provided.

9. Wherever in this Easement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of, and shall bind, the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

10. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

11. This Easement shall in all respects to be governed by and construed in accordance with the laws of the State of New Jersey.

12. The provisions of this Easement may not be amended, modified or terminated without the express written consent of the Spruce Edge Townhouse Association and the Borough of Mountain Lakes, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate municipal officials.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

WITNESS:

**GRANTOR: KING OF KINGS LUTHERAN
CHURCH**

Dated:

By: _____
Name: _____
Title: _____

WITNESS:

**GRANTEE: KING OF KINGS LUTHERAN
CHURCH**

Dated:

By: _____
Name: _____
Title: _____

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Name: Valerie Egan
Title: Borough Clerk

By: _____
Name: Peter Holmberg
Title: Mayor

Dated: _____, 2017

STATE OF NEW JERSEY)
): ss:
COUNTY OF MORRIS)

I CERTIFY that on _____, 2017, _____ personally came before me, and he acknowledged under oath, to my satisfaction, that:

- (a) this person is _____ (*title of attesting witness*) of **KING OF KINGS LUTHERAN CHURCH**, the entity named in the attached document;
- (b) this person is the attesting witness to the signing of this document by _____, the _____ of the entity;
- (c) this document was signed and delivered by the _____ as a duly authorized voluntary act on behalf of the entity;
- (d) this person knows the proper seal of the entity which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name:
Title:

(*attesting witness to sign*)

Signed and sworn to before me on
this _____ day of _____, 2017.

Name:
Title:

STATE OF NEW JERSEY)
): ss:
COUNTY OF MORRIS)

I CERTIFY that on _____, 2017, _____ personally came before me, and he acknowledged under oath, to my satisfaction, that:

- (a) this person is _____ (*title of attesting witness*) of **KING OF KINGS LUTHERAN CHURCH**, the entity named in the attached document;
- (b) this person is the attesting witness to the signing of this document by _____, the _____ of the entity;
- (c) this document was signed and delivered by the _____ as a duly authorized voluntary act on behalf of the entity;
- (d) this person knows the proper seal of the entity which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name:

Title:

(*attesting witness to sign*)

Signed and sworn to before me on
this _____ day of _____, 2017.

Name:

Title:

STATE OF NEW JERSEY }
 }
COUNTY OF MORRIS } ss.:

I CERTIFY that on _____, 2017, Valerie Egan personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **BOROUGH OF MOUNTAIN LAKES**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Peter Holmberg, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name: Valerie Egan
Title: Borough Clerk

Signed and sworn to before me on
this ____ day of _____, 2017.

Name:
Title:

EXHIBIT A



ENGINEERING, ENVIRONMENTAL SERVICES, PLANNING, SURVEYING

October 18, 2017

Project No. 05054

**DESCRIPTION OF A BUFFER EASEMENT
ACROSS LOT 3.02 - BLOCK 116
BOROUGH OF MOUNTAIN LAKES, MORRIS COUNTY, NEW JERSEY**

Beginning at a monument found at the terminus of the southerly right-of-way line of Sherwood Drive (50' right-of-way), running, thence;

1. S 07°49'49" E, 178.86 feet along Lot 16, Block 117 to an iron pin and cap to be set, thence;
2. S 81°50'03" W, 515.88 feet along Lots 5 and 3.01, Block 116, passing over an iron pin and cap found at the corner common to Lots 5 and 3.01, thence;
3. N 64°47'12" W, 193.58 feet along Lot 3.01, Block 116, thence;
4. N 06°44'30" W, 427.13 feet along Lots 3.01 and 3.14, Block 116 to a point near a monument found, thence;
5. Along Lot 1, Block 1, a non-tangent curve to the left having a radius of 3918.83 feet, an arc length of 140.40 feet, and a central angle of 02°03'10" (chord - N 71°34'15" E, 140.40 feet), thence the following course the same;
6. Along a compound curve to the left having a radius of 4096.49 feet, an arc length of 141.40 feet, and a central angle of 01°58'40" (chord - N 69°33'20" E, 141.39 feet) to a point near a railroad monument found, thence;
7. S 07°51'00" E, 124.10 feet along Lot 1, Block 1 and Lot 1, Block 127.06 to an iron pin and cap to be set, thence;
8. N 78°51'31" E, 394.66 feet along Lot 1, Block 127.06 to an iron bar found, thence;
9. S 07°49'49" E, 306.12 feet along Lot 53, Block 117.01 and the terminus of Sherwood Drive, thence;
10. Along a tie line S 33°25'15" W, 75.83 feet;
11. N 07°49'49" W, 335.20 feet across Lot 3.02, Block 116, thence the following 28 courses the same;
12. S 78°51'31" W, 343.13 feet, thence;

13. Along a tangent curve to the right having a radius of 25.00 feet, an arc length of 40.71 feet, and a central angle of $93^{\circ}17'29''$ (chord - N $54^{\circ}29'44''$ W, 36.36 feet) thence;
14. N $07^{\circ}51'00''$ W, 92.47 feet, thence;
15. Along a non-tangent curve to the right having a radius of 4121.49 feet, an arc length of 110.53 feet, and a central angle of $01^{\circ}32'12''$ (chord - S $69^{\circ}46'34''$ W, 110.53 feet) thence;
16. Along a compound curve to the right having a radius of 3943.83 feet, an arc length of 60.04 feet, and a central angle of $00^{\circ}52'20''$ (chord - S $70^{\circ}58'50''$ W, 60.04 feet) thence;
17. Along a non-tangent curve to the right having a radius of 50.00 feet, an arc length of 22.96 feet, and a central angle of $26^{\circ}18'55''$ (chord - S $06^{\circ}42'39''$ E, 22.76 feet) thence;
18. S $06^{\circ}26'49''$ W, 17.10 feet, thence;
19. S $11^{\circ}59'32''$ E, 19.25 feet, thence;
20. Along a tangent curve to the right having a radius of 50.00 feet, an arc length of 22.93 feet, and a central angle of $26^{\circ}16'35''$ (chord - S $01^{\circ}08'45''$ W, 22.73 feet) thence;
21. S $14^{\circ}17'03''$ W, 40.20 feet, thence;
22. S $19^{\circ}50'36''$ W, 4.51 feet, thence;
23. Along a non-tangent curve to the left having a radius of 230.55 feet, an arc length of 90.03 feet, and a central angle of $22^{\circ}22'25''$ (chord - S $02^{\circ}21'38''$ E, 89.46 feet) thence;
24. S $35^{\circ}20'37''$ E, 5.94 feet, thence;
25. Along a tangent curve to the right having a radius of 50.00 feet, an arc length of 7.07 feet, and a central angle of $08^{\circ}05'46''$ (chord - S $31^{\circ}17'44''$ E, 7.06 feet) thence;
26. Along a non-tangent curve to the right having a radius of 50.00 feet, an arc length of 44.58 feet, and a central angle of $51^{\circ}04'47''$ (chord - S $42^{\circ}41'22''$ E, 43.11 feet) thence;
27. S $17^{\circ}08'58''$ E, 29.45 feet, thence;

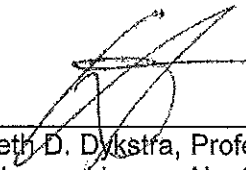
28. S 35°36'29" E, 8.52 feet, thence;
29. Along a tangent curve to the right having a radius of 50.00 feet, an arc length of 19.83 feet, and a central angle of 22°43'06" (chord - S 24°14'56" E, 19.70 feet) thence;
30. S 57°45'23" E, 121.88 feet, thence;
31. S 62°37'40" E, 19.94 feet, thence;
32. S 62°42'27" E, 154.31 feet, thence;
33. N 84°37'04" E, 44.29 feet, thence;
34. N 32°00'53" E, 93.48 feet, thence;
35. S 83°41'49" E, 34.16 feet, thence;
36. S 89°43'58" E, 26.92 feet, thence;
37. N 85°07'08" E, 27.37 feet, thence;
38. Along a non-tangent curve to the left having a radius of 151.10 feet, an arc length of 97.12 feet, and a central angle of 36°49'31" (chord - N 61°56'56" E, 95.46 feet) thence;
39. N 43°37'17" E, 9.40 feet, thence.
40. Back along said tie line N 33°25'15" E, 75.83 feet to the point or place of beginning.

Total area of Buffer Easement across Lot 3.02, Block 116 = 127,513 square feet or 2.927 acres of land, more or less.

Subject to a variable width access easement and to any other easements or restrictions that may exist.

PROJECT NO. 05054
BUFFER EASEMENT
BLOCK 116, LOT 3.02
OCTOBER 18, 2017
Page 4 of 4

The above description is based on plan titled "Final Subdivision Plat, The Enclave At Mountain Lakes, Block 116, Lot 3.01, NJSH Route 46, Fox Hill Lane, Brook Lane & Sherwood Drive, Borough of Mountain Lakes, Morris County, New Jersey", dated 10/18/17, prepared by Dykstra Walker Design Group. Bearings are in accordance with New Jersey State Plane Coordinate System NAD 83.



Kenneth D. Dykstra, Professional Land Surveyor
New Jersey License No. 24GB03297200

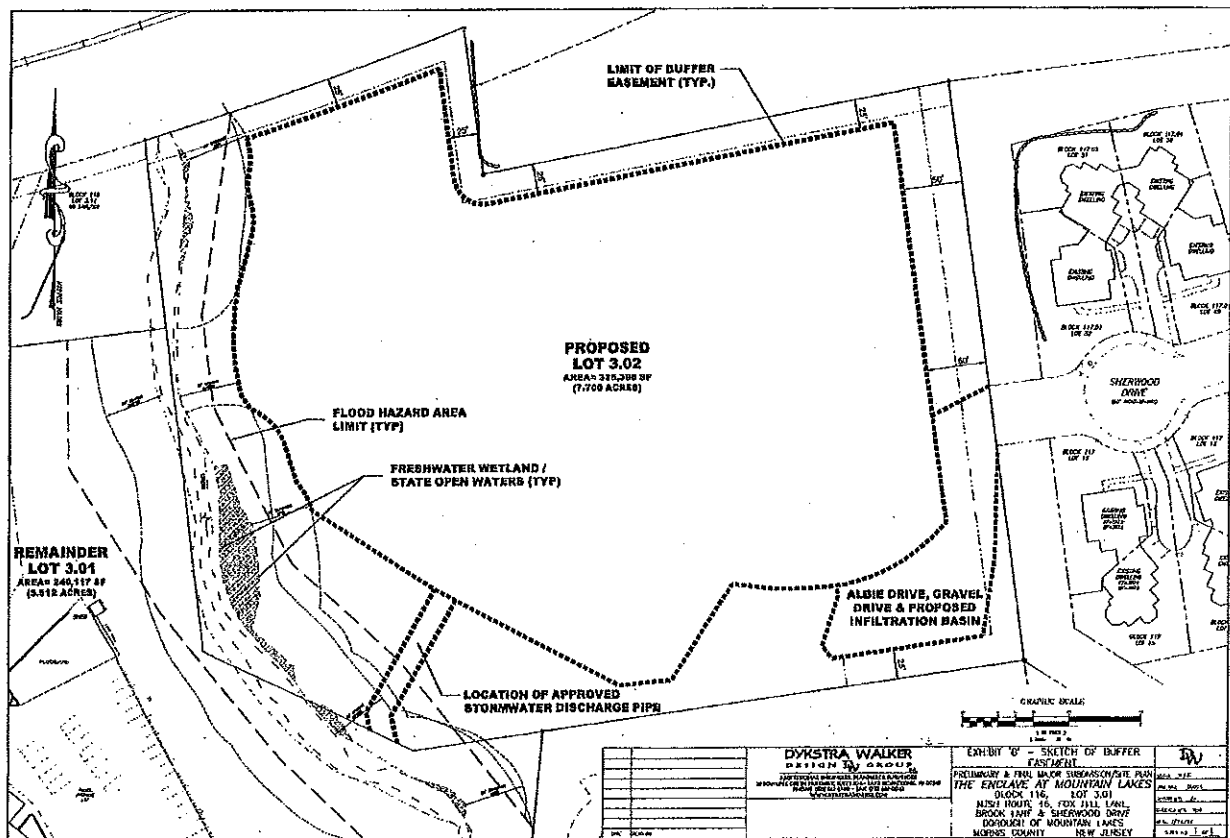
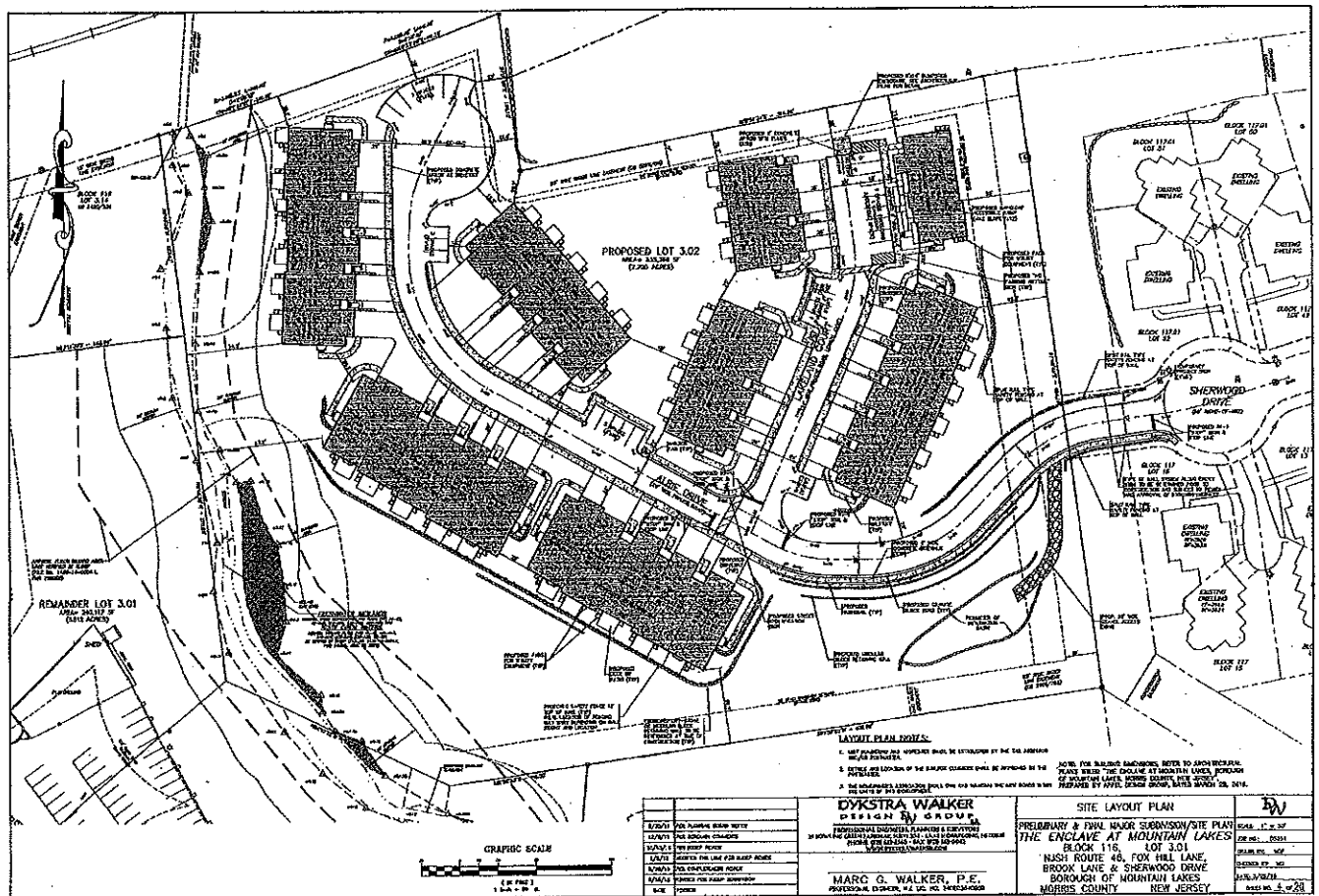


EXHIBIT B



Record and Return to:
Robert Oostdyk, Esq.
Murphy McKeon, P.C.
51 Route 23 South
Riverdale, NJ 07457

Prepared by:

Katharine A. Coffey, Esq.

ACCESS EASEMENT
(Lot 3.02 in Block 116)

THIS EASEMENT is made on the _____ day of _____, 2017, by and between:

KING OF KINGS LUTHERAN CHURCH, with an address at 145 Route 46 West, Mountain Lakes, New Jersey 07046, hereinafter called the "Grantor," and

THE BOROUGH OF MOUNTAIN LAKES, a Municipal Corporation of the County of Morris and State of New Jersey, having its principal offices at 400 Boulevard, Mountain Lakes, New Jersey 07046, hereinafter called the "Grantee" or the "Borough".

WITNESSETH:

WHEREAS, Grantor is the fee simple title owner, on or before the date of recordation hereof, of that certain tract of land lying and being in the Borough of Mountain Lakes, County of Morris and State of New Jersey, which tract of land is identified as Lot 3.02 (formerly the rear portion of Lot 3.01) in Block 116 on the Tax Map of Mountain Lakes Borough in Morris County, New Jersey, consisting of 7.7± acres located at 145 Route 46 (the "Property") as shown on a final subdivision plat entitled "The Enclave at Mountain Lakes" Block 116, Lot 3.01 prepared by Dykstra Walker Design Group dated October 18, 2017, to be filed; and

WHEREAS, the Mountain Lakes Planning Board (the "Board") approved a preliminary and final site plan application for the Property, (Application 16-261), located in the R-AH2/OL-2 Zone, which was superseded by Ordinance 12-15, adopted on November 23, 2015, and Ordinance 07-16, adopted on September 12, 2016, and a Memorializing Resolution of Approval was adopted on September 14, 2017 (the "Approval"), which Approval permits the construction of 40 residential units on the Property, including 34 market rate units and 6 affordable housing units; and

WHEREAS, Grantor desires to grant to Grantee a nonexclusive five foot (5') wide access easement located by the Borough ("Easement Area") based on existing topography, trees and rocks, following the existing natural path where possible, to be located by the Grantee, within an area ten (10') feet wide along the northern perimeter and fifteen (15') feet wide along a

portion of the eastern perimeter of the Property as depicted on **Exhibit A** attached hereto and incorporated herein, which easement provides Grantee and the general public access connecting the Borough parkland and ravine, including land located on property known as Lot 1 in Block 127.06 on the Tax Map of the Borough of Mountain Lakes (the "Public Park"), to Sherwood Drive; and

WHEREAS, the Easement Area is partially within an area of the Property that is subject to other easements currently of record and that certain Buffer Easement executed simultaneously herewith, and recorded immediately after this Access Easement, between King of Kings Lutheran Church as "Grantor," and King of Kings Lutheran Church and the Borough of Mountain Lakes as "Grantee" ("Buffer Easement") (collectively, the "Easements of Record"); and

WHEREAS, the Grantor desires to grant to Grantee an access easement over the Easement Area on the Property; and

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to the Grantee, its successors and assigns, forever, a continuous and perpetual public right-of-way and nonexclusive access easement through, over, upon, under, in, across and along the Easement Area on the Property. The following terms and conditions shall apply within the Easement Area:

1. The Access Easement conveyed herein shall consist of the right to access the Easement Area, for Grantee's use and for pedestrian ingress and egress and for public rights to access the Easement Area for purposes of walking between Sherwood Drive and the Public Park.
2. Grantor shall have no responsibility for the maintenance, inspection, operation, repair, upkeep or replacement of the Easement Area.
3. Grantee, its agents, representatives, employees or any person or entity designated by it, shall also have the right of entry and re-entry in and upon the Property and Easement Area for the purpose of maintaining the Easement Area at its discretion and subject to its Ordinances and regulations.
4. It is expressly acknowledged by Grantor and Grantee that the Grantor does not and will not in the future have any obligation to maintain the Easement Area or any improvements in and about the Easement Area. The Grantor does not now and will not in the future have any obligation to clean debris or garbage in or about the Easement Area. All maintenance shall be and shall remain the responsibility of the Grantee, it being the

express intention that Grantor will not be responsible for any construction, maintenance or expenses whatsoever relating to the Easement Area, and it further being specifically intended that this Easement shall run with the land and be binding upon all successors, heirs and assigns of the Grantor and Grantee herein.

5. Upon completion of any work or maintenance by Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the Easement Area so that the Easement Area is in a clean, operable and useable condition.

6. This Easement and all provisions herein permit the Grantor to access and use the Easement Area. The Grantor and any owners of the Easements of Record further reserve all rights within the Easement Area pursuant to the terms and conditions of said Easements of Record.

7. The Grantee previously entered into that certain Water Line Easement Agreement with Grantor, dated November 7, 2000 and recorded December 4, 2000 in the Morris County Clerk's Office in Book 5290 at Page 68 (the "Water Line Easement"). The Grantee hereby agrees that this Easement does not conflict with and is permitted under the Water Line Easement.

8. Members of the public shall have the right to use and access the Easement Area. The Easement Area may be used by the Grantor, Grantee and members of the general public for pedestrian travel only and shall be open only between sunrise and sunset; and may also be used by any owners of Easements of Record in accordance with their respective easements. It is understood by the parties hereto that the permitted use of the Easement Area by the public shall prohibit objectionable activities including, but not limited to, use of alcohol or drugs, excessive noise or littering as prohibited by Borough Ordinance.

9. The Easement Area shall be used and its access rights exercised by the Grantee, its agents, employees or representatives, in compliance with all laws, rules, regulations and permits applicable to the Easement Area and the Grantee's use thereof, in any lawful manner that is not inconsistent with the terms of this Easement.

10. The Grantee shall add the Grantor or Grantor's successor as an additional insured on its insurance policy, and shall annually provide the Grantor with a Certificate of Insurance naming Grantor or Grantor's successor as an additional insured.

11. Grantee expressly agrees to and shall indemnify, defend, release, discharge and hold harmless Grantor and all of its respective directors, officers, agents, employees, contractors, subcontractors, successors or assigns (collectively, "Indemnified Parties") individually and collectively, from and against any and all losses, damages, costs, fines, penalties, expenses (including, without limitation, reasonable expenses and attorneys' fees, and legal and other expenses incidental to all such claims, actions or suits), liabilities, judgments, liens, suits, enforcement actions, claims, causes of action, demands,

injuries (including, without limitation, bodily injury and death to persons), actual or threatened damage to the environment or property that arise or arose in the Easement Area during or after the recording of this Easement ("Indemnified Claims") caused by any act or omission other than through the negligence of Grantor.

12. The WHEREFORE clauses set forth above shall be incorporated in this Paragraph 12 as if set forth herewith.

The Grantor covenants that it is lawfully seized of the Property and Easement Area and that it has the right to restrict the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in executing this Easement, that they each have the power and authority to enter into this Easement, to grant and receive the Easement contemplated herein, and to perform their respective obligations hereunder.

The Grantor may convey, mortgage, lease or otherwise transfer title or interest in the Property subject to this Easement; *provided, however*, that the covenants and conditions herein shall remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Easement and its terms and conditions shall become a part of the chain of title and shall run with the Property.

This Easement shall be read in conjunction with:

- a. Any other easements shown on the Board-Approved Plans; and
- b. Any Easements of Record.

Wherever in this Easement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. The terms and conditions herein shall be deemed to run with the land and be binding upon successive owners of the Property; it being intended that a full transfer of title or ownership to the Property shall encompass and include a full transfer of rights and responsibilities herein. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

This easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey. In the event that any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, but this Easement shall be construed as if such invalid, illegal or unenforceable provision had never been included herein.

The provisions of this Easement may not be amended, modified, or terminated without the express written consent of the parties hereto; and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the parties hereto, which written instrument must then be recorded.

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed by their proper corporate or municipal officers and their corporate or municipal seal to be set hereto.

ATTEST:

KING OF KINGS LUTHERAN CHURCH

Name:
Title:

By: _____
Name:
Title:

Dated: _____, 2017

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Name: Valerie Egan
Title: Borough Clerk

By: _____
Name: Peter Holmberg
Title: Mayor

Dated: _____, 2017

STATE OF NEW JERSEY }
 }
COUNTY OF _____ } SS.

I CERTIFY that on _____, 2017, _____ (*name of attesting witness*) personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is _____ (*title of attesting witness*) of **KING OF KINGS LUTHERAN CHURCH**, the entity named in the attached document;
- (b) this person is the attesting witness to the signing of this document by _____, the _____ of King of Kings Lutheran Church;
- (c) this document was signed and delivered by the _____ as a duly authorized voluntary act on behalf of the entity;
- (d) this person knows the proper seal of the entity which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name:
Title:

(*attesting witness to sign*)

Signed and sworn to before me on
this _____ day of _____, 2017.

Name:
Title:

STATE OF NEW JERSEY

}

}

ss.:

COUNTY OF MORRIS

}

I CERTIFY that on _____, 2017, Valerie Egan personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **BOROUGH OF MOUNTAIN LAKES**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Peter Holmberg, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name: Valerie Egan

Title: Borough Clerk

Signed and sworn to before me on
this ____ day of _____, 2017.

Name:

Title:

EXHIBIT A

DYKSTRA WALKER DESIGN GROUP

ENGINEERING, ENVIRONMENTAL SERVICES, PLANNING, SURVEYING

October 18, 2017

Project No. 05054

DESCRIPTION OF AN ACCESS EASEMENT ACROSS LOT 3.02 - BLOCK 116 BOROUGH OF MOUNTAIN LAKES, MORRIS COUNTY, NEW JERSEY

Beginning at a point in the easterly boundary line of Lot 3.02, Block 116, said point being distant S 07°49'49" E, 3.24 feet along said boundary line from the point of intersection with the terminus of the northerly right-of-way line of Sherwood Drive (50' right-of-way), running, thence;

1. S 82°10'11" W, 15.00 feet across Lot 3.02, Block 116, thence the following six courses across the same;
2. N 07°49'49" W, 248.48 feet, thence;
3. S 78°51'31" W, 389.65 feet, thence;
4. N 07°51'00" W, 122.01 feet, thence;
5. Along a non-tangent curve to the right having a radius of 4106.49 feet, an arc length of 129.04 feet, and a central angle of 01°48'02" (chord - S 69°38'39" W, 129.04 feet) thence;
6. Along a compound curve to the right having a radius of 3928.83 feet, an arc length of 117.41 feet, and a central angle of 01°42'44" (chord - S 71°24'02" W, 117.40 feet) thence;
7. N 17°44'36" W, 10.00 feet, thence;
8. Along Lot 1, Block 1, a non-tangent curve to the left having a radius of 3918.83 feet, an arc length of 117.11 feet, and a central angle of 01°42'44" (chord - N 71°24'02" E, 117.10 feet) thence the following course the same;
9. A compound curve to the left having a radius of 4096.49 feet, an arc length of 141.40 feet, and a central angle of 01°58'40" (chord - N 69°33'20" E, 141.39 feet) to a point near a railroad monument found, thence;
10. S 07°51'00" E, 124.10 feet along Lot 1, Block 1 and Lot 1, Block 127.06 to an iron pin and cap to be set, thence;
11. N 78°51'31" E, 394.66 feet along Lot 1, Block 127.06 to an iron bar found, thence;

12. S 07°49'49" E, 259.36 feet along Lot 53, Block 117.01 to the point or place of beginning.

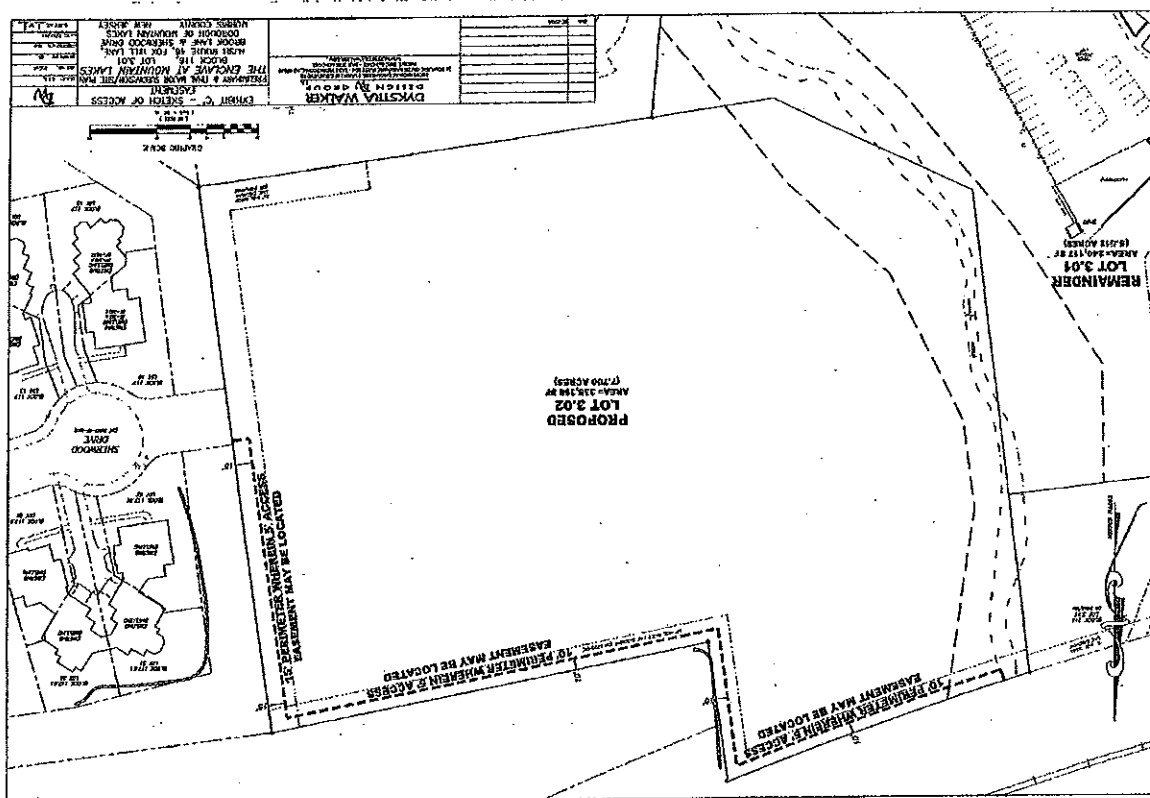
Containing 11,486 square feet or 0.264 acres of land, more or less.

Subject to a variable width buffer easement and to any other easements or restrictions that may exist.

The above description is based on plan titled "Final Subdivision Plat, The Enclave At Mountain Lakes, Block 116, Lot 3.01, NJSH Route 46, Fox Hill Lane, Brook Lane & Sherwood Drive, Borough of Mountain Lakes, Morris County, New Jersey", dated 10/18/17, prepared by Dykstra Walker Design Group. Bearings are in accordance with New Jersey State Plane Coordinate System NAD 83.



Kenneth D. Dykstra, Professional Land Surveyor
New Jersey License No. 24GB03297200



Record and Return to:
Robert Oostdyk, Esq.
Murphy McKeon, P.C.
51 Route 23 South
Riverdale, NJ 07457

Prepared by:

Katharine A. Coffey, Esq.

ACCESS AND MAINTENANCE EASEMENT
(Sherwood Drive Right-of-Way)

THIS EASEMENT is made on the _____ day of _____, 2017, by and between:

THE BOROUGH OF MOUNTAIN LAKES, a Municipal Corporation of the County of Morris and State of New Jersey, having its principal offices at 400 Boulevard, Mountain Lakes, New Jersey 07046, hereinafter called the "Grantor" or the "Borough," and

KING OF KINGS LUTHERAN CHURCH, with an address at 145 Route 46 West, Mountain Lakes, New Jersey 07046, hereinafter called the "Grantee".

WITNESSETH:

WHEREAS, Grantee is the fee simple title owner, on or before the date of recordation hereof, of that certain tract of land lying and being in the Borough of Mountain Lakes, County of Morris and State of New Jersey, which tract of land is identified as Lot 3.02 (formerly the rear portion of Lot 3.01) in Block 116 on the Tax Map of Mountain Lakes Borough in Morris County, New Jersey, consisting of 7.7± acres located at 145 Route 46 (the "Property") as shown on a final subdivision plat entitled "The Enclave at Mountain Lakes" Block 116, Lot 3.01 prepared by Dykstra Walker Design Group dated October 18, 2017, to be filed; and

WHEREAS, the Mountain Lakes Planning Board (the "Board") approved a preliminary and final site plan application for the Property, (Application 16-261), located in the R-AH2/OL-2 Zone, which was superseded by Ordinance 12-15, adopted on November 23, 2015, and Ordinance 07-16, adopted on September 12, 2016, and a Memorializing Resolution of Approval was adopted on September 14, 2017 (the "Approval"), which Approval permits the construction of 40 residential units on the Property, including 34 market rate units and 6 affordable housing units; and

WHEREAS, the Approval permits the construction of certain encroachments within the Sherwood Drive right-of-way, including retaining walls on both sides of Sherwood Drive, a temporary identification sign, and sidewalk, as depicted on **Exhibit A** attached hereto and incorporated herein (the "Encroachments"); and

WHEREAS, Sherwood Drive is a municipal right-of-way operated and maintained by Grantor; and

WHEREAS, Grantor and Grantee desire to enter into an access and maintenance easement to permit Grantee to construct and maintain the Encroachments; and

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to the Grantee, its successors and assigns, forever, a continuous and perpetual, nonexclusive access and maintenance easement through, over, upon, under, in, across and along the approximately forty-five foot (45') portion of Sherwood Drive necessary to construct and maintain the Encroachments (the "Easement Area"). The following terms and conditions shall apply within the Easement Area:

1. The Access and Maintenance Easement conveyed herein shall consist of the right to access the Easement Area for Grantee's construction, maintenance, and removal of the Encroachments as necessary.
2. Grantor and Grantee expressly acknowledge that the sign to be placed within the Easement Area is temporary. The sign shall be permitted in the Easement Area until the earlier of the date of the final sale of all units completed under the Approval, or five and one half (5.5) years from the sooner of the commencement of construction or the date of the expiration of the appeal periods within which anyone may challenge the Approval, without any such appeal or challenge having been filed or instituted, or if any such appeal or other challenge has been filed or instituted, until such appeal or challenge has been finally adjudicated and the time to challenge such adjudication has expired, without any appeal or other challenge having been filed or instituted.
3. Grantee shall and Grantor shall not have responsibility for the maintenance, inspection, operation, repair, upkeep, replacement, or removal of the Encroachments.
4. It is expressly acknowledged by Grantor and Grantee that the Grantee does not and will not in the future have any obligation to maintain the Easement Area or any improvements in and about the Easement Area (other than the Encroachments), or to clean debris or garbage in or about the Easement Area, except as specifically set forth herein. All maintenance of the right-of-way and Easement Area shall be and shall remain the responsibility of the Grantor.
5. Upon completion of any work or maintenance by Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the Easement Area so that the Easement Area is in a clean, operable and useable condition.

6. The Easement Area shall be used and its access rights exercised by the Grantee, its agents, employees or representatives, in compliance with all laws, rules, regulations and permits applicable to the Easement Area and the Grantee's use thereof, in any lawful manner that is not inconsistent with the terms of this Access and Maintenance Easement.

7. Grantee expressly agrees to and shall indemnify, defend, release, discharge and hold harmless Grantor and all of its respective directors, officers, agents, employees, contractors, subcontractors, successors or assigns (collectively, "Indemnified Parties") individually and collectively, from and against any and all losses, damages, costs, fines, penalties, expenses (including, without limitation, reasonable expenses and attorneys' fees), liabilities, judgments, liens, suits, enforcement actions, claims, causes of action, demands, injuries (including, without limitation, bodily injury and death to persons), actual damage to the environment or property that arise or arose in the Easement Area during or after the recording of this Access and Maintenance Easement ("Indemnified Claims") caused by any act or omission of the Grantee in connection with Grantee's construction, maintenance, or removal of the Encroachments.

8. The WHEREAS clauses set forth above shall be incorporated in this Paragraph 8 as if set forth herewith.

The Grantor covenants that it is lawfully seized of the Easement Area and that it has the right to restrict the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in executing this Access and Maintenance Easement, that they each have the power and authority to enter into this Access and Maintenance Easement, to grant and receive the Easement contemplated herein, and to perform their respective obligations hereunder.

The Grantor may convey, mortgage, lease or otherwise transfer title or interest in the Easement Area subject to this Access and Maintenance Easement; *provided, however*, that the covenants and conditions herein shall remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Access and Maintenance Easement and its terms and conditions shall become a part of the chain of title and shall run with the Easement Area. This Access and Maintenance Easement shall be read in conjunction with any Easements of Record.

Wherever in this Access and Maintenance Easement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall

bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. The terms and conditions herein shall be deemed to run with the land and be binding upon successive owners of the Property and the Easement Area; it being intended that a full transfer of title or ownership to the Property or Easement Area shall encompass and include a full transfer of rights and responsibilities herein. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

This Access and Maintenance Easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey. In the event that any one or more of the provisions contained in this Access and Maintenance Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, but this Access and Maintenance Easement shall be construed as if such invalid, illegal or unenforceable provision had never been included herein.

The provisions of this Access and Maintenance Easement may not be amended, modified, or terminated without the express written consent of the parties hereto, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the parties hereto, which written instrument must then be recorded.

Signature Page to Follow.

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed by their proper corporate or municipal officers and their corporate or municipal seal to be set hereto.

ATTEST:

KING OF KINGS LUTHERAN CHURCH

Name:
Title:

By: _____
Name:
Title:

Dated: _____, 2017

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Name: Valerie Egan
Title: Borough Clerk

By: _____
Name: Peter Holmberg
Title: Mayor

Dated: _____, 2017

STATE OF NEW JERSEY }
 }
COUNTY OF _____ } SS.

I CERTIFY that on _____, 2017, _____ (*name of attesting witness*) personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is _____ (*title of attesting witness*) of **KING OF KINGS LUTHERAN CHURCH**, the entity named in this instrument;
- (b) this person is the attesting witness to the signing of this document by _____, the _____ of King of Kings Lutheran Church;
- (c) this document was signed and delivered by the _____ as a duly authorized voluntary act on behalf of the entity;
- (d) this person knows the proper seal of the entity which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name:

Title:

(*attesting witness to sign*)

Signed and sworn to before me on
this _____ day of _____, 2017.

Name:

Title:

STATE OF NEW JERSEY }
 }
COUNTY OF MORRIS } ss.:

I CERTIFY that on _____, 2017, Valerie Egan personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **BOROUGH OF MOUNTAIN LAKES**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Peter Holmberg, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name: Valerie Egan
Title: Borough Clerk

Signed and sworn to before me on
this ____ day of _____, 2017.

Name:
Title:

EXHIBIT A

DYKSTRA WALKER DESIGN GROUP

ENGINEERING, ENVIRONMENTAL SERVICES, PLANNING, SURVEYING

October 18, 2017

Project No. 05054

DESCRIPTION OF AN ACCESS AND MAINTENANCE EASEMENT ACROSS SHERWOOD DRIVE BOROUGH OF MOUNTAIN LAKES, MORRIS COUNTY, NEW JERSEY

Beginning at a monument found at the terminus of the southerly right-of-way line of Sherwood Drive (50' right-of-way), running, thence;

1. N 07°49'49" W, 50.00 feet along the terminus Sherwood Drive, thence;
2. N 82°10'11" E, 59.71 feet along Lot 52, Block 117.01, thence the following course the same;
3. Along a tangent curve to the left having a radius of 25.00 feet, an arc length of 22.61 feet, and a central angle of 51°49'45" (chord - N 56°15'19" E, 21.85 feet), thence;
4. S 59°39'33" E, 10.00 feet across Sherwood Drive, thence;
5. S 11°34'47" E, 53.45 feet across the same, thence;
6. S 36°30'00" W, 10.00 feet across the same to a monument found, thence;
7. Along Lot 16, Block 117, a non-tangent curve to the left having a radius of 25 feet, an arc length of 19.34 feet, and a central angle of 44°19'49" (chord - N 75°39'54" W, 18.86 feet) thence;
8. S 82°10'11" W, 66.26 feet along the same to the point or place of beginning.

Containing 4,626 square feet or 0.106 acres of land, more or less.

The above description is based on plan titled "Final Subdivision Plat, The Enclave At Mountain Lakes, Block 116, Lot 3.01, NJSH Route 46, Fox Hill Lane, Brook Lane & Sherwood Drive, Borough of Mountain Lakes, Morris County, New Jersey", dated 10/18/17, prepared by Dyckstra Walker Design Group. Bearings are in accordance with New Jersey State Plane Coordinate System NAD 83.



Kenneth D. Dyckstra, Professional Land Surveyor
New Jersey License No. 24GB03297200

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS**

RESOLUTION 167-17

**RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPER'S AGREEMENT BETWEEN THE
BOROUGH OF MOUNTAIN LAKES AND KINGS MOUNTAIN LAKES, LLC**

WHEREAS, Kings Mountain Lakes, LLC is the developer of land identified on a certain site plan and/or subdivision plat known as Block 116, Lot 3.01, located along Route 46; and

WHEREAS, the developer was granted approval by the Borough of Mountain Lakes Planning Board pursuant to Resolution dated September 14, 2017; and

WHEREAS, the developer desires to comply with the terms and conditions of the approval; and

WHEREAS, the Borough of Mountain Lakes and the developer have agreed to enter into a Developer's Agreement which agreement would provide for the completion of various improvements and obligations required by the approvals.

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 the appropriate municipal officials are hereby authorized to execute a Developer's Agreement between the Borough of Mountain Lakes and Kings Mountain Lakes, LLC in the form attached hereto.

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 November 13, 2017.

Valerie A. Egan, Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barrett						
Happer						
Horst						
Korman						
Shepherd						
Barnett						
Holmberg						

**DEVELOPER'S AGREEMENT
OF THE
BOROUGH OF MOUNTAIN LAKES**

AGREEMENT made this day of , 2017, by and between the **Borough of Mountain Lakes**, a municipal corporation of the State of New Jersey, with its governmental offices located at 400 Boulevard, Mountain Lakes, New Jersey (hereinafter referred to as the "Borough"); and Kings Mountain Lakes, LLC with offices at One Sony Drive, Suite 3A, Park Ridge, New Jersey 07656 (hereinafter referred to as the "Developer");

WITNESSETH:

WHEREAS, the Developer is an affiliate of the contract purchaser of land identified on certain site plan and/or subdivision plan and hereto made a part hereof and referenced as generally described as follows:

A portion of Block 116, Lot 3.01, located along Route 46 in the OL-2 and R-AH2 Zone; and

WHEREAS, the Developer was granted approval by a duly constituted approving authority of the Borough to construct in accordance with the plans, which approval is memorialized in the Resolution of the Borough of Mountain Lakes Planning Board (the "approving authority") granting preliminary and final major site plan and preliminary and final major subdivision approval pursuant to Application #16-261 which resolution was adopted by the approving authority at their meeting of September 14, 2017 and as annexed hereto as Exhibit A; and

WHEREAS, the Developer desires to comply with the terms and conditions of such approval; and

WHEREAS, the Developer and the Borough desire to enter into a Developer's Agreement, which Agreement would provide for the completion of the various improvements and obligations required by the approval and accordingly, the parties wish to express by this Agreement their acceptance of the conditions, safeguards and limitations under which any on-site and/or any off-site construction, or contributions in lieu thereof, will proceed;

NOW, THEREFORE, in consideration of the approval heretofore granted to the Developer, the mutual covenants herein contained, and the mutual benefits to be derived by the parties from the performance thereof, it is AGREED as follows:

**I
IMPROVEMENTS**

1. **Improvements to be Completed by Developer.** The Developer shall, at its sole cost and expense, construct and install all of the improvements: (1) shown on the site plan and/or subdivision plat required as part of the approval of the development application, which plans are referenced as prepared by Dykstra Walker Design Group, dated March 25, 2016, last revised August 30, 2017, as will be amended to comply with Exhibit A; and (2) made necessary during the course of construction (collectively, the "Project").

The Developer shall not commence any construction until the site plans are signed and all necessary permits have been approved by Borough and unless the premises have been made safe for the public by the installation of such fences, barricades, dust, soil erosion and mud abatement devices, and construction lighting required by the manual on Uniform Traffic Control Devices or as may be necessary in the reasonable discretion of the Borough Engineer or Municipal Inspectors in order to prevent the possibility of personal injury, property damage or nuisance. If the Developer fails to maintain such devices after commencement of such construction, the Construction Official or Borough Engineer may suspend work at any time with reasonable notice to the Developer. Thereafter the Borough may cause necessary protective devices to be installed at the Developer's expense. The Borough may at any time cause temporary safety devices to be installed upon reasonable notice to the Developer.

The Borough Engineer and/or the Borough Engineer's designee is hereby authorized to approve and/or require minor modifications to the site plan, if those modifications are necessitated by conditions in the field which demonstrate that it would be impractical for the Developer to complete the improvements in accordance with the approved plans, or that any planned site improvement will not function for its intended purpose as a result of such a field condition, and, provided, further that any such modifications do not require a variance or exception from the requirements of the Borough Land Use Regulations. Major modifications shall only be granted by the approving authority.

2. **Compliance with Law.** All improvements shall be constructed and installed in accordance with such state and federal laws as pertain thereto and in accordance with such specifications, ordinances, rules and regulations which are validly enacted or promulgated by the Borough, its officers, employees and agents prior to the commencement of construction. All buildings and structures are subject to inspection and approval by the applicable subcode official. All other site improvements not under the jurisdiction of the Construction Code Official shall be made subject to the inspection and approval of the Borough Engineer or his designee. Developer shall notify the Borough Engineer, in writing, 24 hours prior to the commencement of construction of any improvements or other operations to be inspected. Said written notification shall include confirmation that the developer has complied with any pre-construction notifications as may be required from any other agencies exercising jurisdiction over the construction of the improvements. Additionally, Developer shall also notify the Police Chief in writing 24 hours prior to the commencement of any improvements.

All the improvements referred to in the attached cost estimate, which is attached as Exhibit B, shall be completed no later than as stated in the final resolution and in no event later than five years from the date of final approval. The parties may reasonably agree to extend the deadline for completion of the improvements, provided Developer is diligently working toward completion of the Project.

3. **Drainage Facilities.** Storm and surface waters shall be piped to drainage facilities in accordance with the drainage system shown on the approved plan and said installation shall meet the reasonable approval of the Borough Engineer.

4. **Fire Prevention Facilities and Hydrants.** Fire prevention facilities and hydrants shall be installed at the Developer's expense as set forth on the approved plan and, with such installation subject to the approval of the fire subcode official.

5. **Signage.** Unless heretofore approved as part of the development application, no signs shall be placed upon the construction site without the reasonable approval by the agency having jurisdiction.

6. **Blasting.** All blasting shall be performed only as necessary and in compliance with all regulatory requirements.

7. **Underground Installation of Utilities.** Unless otherwise set forth on the approved plan, all permanent utilities shall be installed underground.

8. **Grading, Surfacing and Paving.** Before grading of any roadway, driveway or parking area, the site shall be cleared of all debris, branches, matted leaves, mud and any other materials that would be regarded as unsuitable under sound construction practices. All roadways, parking areas and driveways shall be constructed in accordance with specific approval by the Borough Engineer. Installation of roadway top course overlay shall be completed within three months of closing on the sale of the fortieth unit to be sold from the Project.

9. **Snow Removal.** Developer agrees to be responsible for all snow removal within the project during construction. In the event Developer fails to perform snow removal obligations, the Borough shall be entitled to perform such services and deduct the cost thereof from any escrow or cash deposits provided by Developer under this Agreement. Upon completion of construction, the provisions of N.J.S.A. 40:67-23.3 shall apply.

10. **Site Lighting.** Developer agrees that lighting will be installed in accordance with the approved site plan on file with the approving authority in connection with the application for this development. Prior to the issuance of any certificates of occupancy, all applicable street lights shall be installed and operating. Ongoing operating costs of the lights are the financial responsibility of the Borough pursuant to N.J.S.A. 40:67-23.3.

12. **Duty to Provide Details to Plans.** In the event that the Borough Engineer reasonably requires further details of the approved plan, or of any proposed public or site improvement to be submitted and approved, the Developer shall furnish such details on written notice from the Borough Engineer within ten (10) working days, or such longer time as may be reasonably necessary based on the request from the Borough Engineer.

13. **As-built Drawings.** The Developer shall provide the Borough Engineer with "as-built" drawings, indicating the location and size of all sanitary sewer and storm drainage lines and structures, water lines, gas mains and any other buried utility, including all inverts, top of manholes, top of grates with dates, location and elevation of all retaining wall and grades or curbs, sidewalks, roadways, parking areas and waterways prior to the release of any portion of the performance bond.

14. **Inspections.** The Borough contemplates inspections of all facilities required to be completed by the Developer hereunder. Prior to commencement of construction there may be required a preconstruction meeting. The Developer shall notify the Borough Engineer at least 24 hours prior to the commencement of construction of any such facilities. In the event of temporary suspension of construction, the Borough Engineer shall be notified 24 hours prior to the renewed starting date of construction. The Borough Engineer shall use his best efforts to have inspections completed in a timely manner so as to permit the Developer to proceed with construction in an

orderly, safe, and expeditious manner. No backfilling after the installation of any curbing, drainage, utilities, or other improvements shall be done without the approval of the Borough Engineer.

15. **Inspection Fees.** An escrow amount shall be established to facilitate payment of engineering inspection fees in accordance with N.J.S.A. 40:55D-53.1. This account shall be initially funded to the Borough by the Developer prior to construction in the amount of \$62,991.00. Engineering inspections by the Borough Engineer shall be charged against this account. The Developer may elect to pay the inspection fee in four installments in accordance with N.J.S.A. 40:55D-53.3(h). The initial amount deposited by a developer is 25% of the inspection fees (\$19,622.09). When the balance on deposit drops to 10% of the inspection fees because the amount deposited by the developer has been reduced by the amount paid to the municipal engineer for inspection, the Developer shall make additional deposits of 25% of the inspection fees. No construction permit or certificate of occupancy shall be issued until such deposit shall be made. In the event there is a portion of any amount unused, it shall be returned to the Developer upon approval of the Borough Council.

16. **Building and Engineering Permits.** The Building Department shall not issue building permits to the Developer until the Developer has obtained final approval from the approving authority and the Borough Engineer and all necessary permits, including but not limited to:

- a. soil erosion and sediment control certification;
- b. street opening;
- c. sanitary sewer;
- d. storm sewer;
- e. curb and sidewalk; and
- f. construction permits.

Additionally, prior to the issuance of a construction permit, the Developer shall: (1) produce all bonds required under this Agreement, and (2) submit proof of posting of all required permits and approvals from all applicable governing agencies, which may include but not be limited to:

- a. Mountain Lakes Borough Council;
- b. Mountain Lakes Borough Planning Consultant;
- c. NJDEP Flood Hazard Area;
- d. NJDEP Sanitary Sewer Extension;
- e. Mountain Lakes Borough Board of Health;
- f. Mountain Lakes Fire Prevention Bureau;
- g. Mountain Lakes Police Department;
- h. Mountain Lakes Engineer;
- i. Morris County Planning Board; and
- j. Mountain Lakes Borough Tax Assessor

Prior to the commencement of work, the Developer shall secure at its own cost and expense all necessary permits required by any governmental authority having jurisdiction for the Project.

17. **Field Requirements.** This Agreement is subject to additional in-the-field directions and requirements by the Borough Engineer, in accordance with applicable codes, or

when reasonably required by the Borough Engineer and applicable sub-code officials and Health Officer, as to all structures and work. All such direction and requirements shall be given in reasonable and timely fashion prior to commencing operations, or during or after operation where such direction and requirements are necessary to adequately insure that the improvements to be installed under this Agreement function properly and carry out all the purposes for which they are designed, in a good workmanlike manner consistent with sound engineering principles. The provisions of this paragraph will not be utilized to require unusual additional work or facilities beyond that which is necessary to adequately insure that the facilities operate and function properly to carry out the purposes for which they were designed. Nothing herein shall be deemed to authorize by implication the disapproval of construction materials and methods that are permitted under law or the International Building Code, except if expressly provided to the contrary herein or except if other and different standards for specification are shown on the Site Plan or Subdivision (including site grading plans, profiles and detailed plans submitted with the approved Plan Specifications shown on the approved Plan shall in accordance with the standard road construction and sewer construction specifications of the Borough, a copy of each is on file and available for inspection, and shall govern and control.

18. **Time for Completion.** Unless extended by resolution of the approving authority and the Borough Council, the improvements and work referred to herein, shall be completed within the time stated in this Agreement, commencing with the date construction of the Project commences.

19. **Restoration Guarantee.** In the event there shall be any disturbance of municipal property including any public roads, in connection with approvals and construction of the site, the same shall be included in the engineer's cost estimate and a restoration guarantee in an amount calculated by the Borough Engineer shall be provided by the Developer. The amount of the restoration guarantee may be modified from time to time in the discretion of the Borough Engineer.

20. **Performance Guaranty.**

(a) In compliance with any approval granted by Borough and prior to the performance of any work, the Developer agrees to submit to Borough Engineer for filing with the Borough Clerk a surety bond, an irrevocable letter of credit or such other performance guaranty satisfactory to the Borough Council and the Borough Attorney in a form approved by the Borough Attorney, in the amount specified in Exhibit B (which shall be 120% of the engineer's estimate) guaranteeing all workmanship, materials, and the installation, of the specified improvements and conditioned upon the performance of the terms and conditions of this Agreement. The performance bond or letter of credit shall guarantee performance to be completed in accordance with the resolution of the approving agency.

(b) A reduction or release of the performance guaranty as hereinafter set forth, shall be in accordance with this Agreement and in accordance with the procedures established by the Municipal Land Use Law (N.J.S.A. 40:55D-53). However, no bond will be reduced nor released until "as-built" plans have been submitted, reviewed, and approved for the improvements.

(c) Interior sanitary and storm drain facilities necessary to properly serve the development shall be installed and all N.J. DEP requirements completed prior to the issuance of a Certificate of Occupancy. Any provision hereof notwithstanding, all sanitary sewer facilities, water

lines and storm drainage facilities necessary to properly serve the development shall be fully installed and operable prior to the issuance of a Certificate of Occupancy.

(d) It is further understood and agreed between the parties hereto that in the event the Borough must draw certain funds under these performance bonds or letters of credit due to a failure to perform by the Developer, the amounts listed on the bonds or letters of credits as required by this Agreement shall not govern the amount the Borough shall be entitled to receive but, rather, the Borough shall have the right to draw an amount in excess of any specific line item amount in order to adequately insure that the work specified by this Agreement has been performed, completed, or repaired, as the case may be, or in a manner satisfactory to the Borough Council or the Borough Engineer.

21. **Maintenance Guaranty.** Developer agrees to provide the Borough with a maintenance bond or irrevocable letter of credit to run for a period of two (2) years from the date of completion and official acceptance for all improvements required by this Agreement and those improvements enumerated on the Site Improvement Schedule in accordance with N.J.S.A. 40:55D-53(a)(2). Said bond will be in the amount of fifteen (15%) percent of the costs of the improvements listed on Exhibit B and will be provided in the form satisfactory to the Borough Attorney. The Borough shall provide the developer with thirty (30) days notice prior to incurring such expenses except for emergency repair. No provisions in this paragraph or in this Agreement, however, shall be construed to impose any duty of liability of maintenance, inspection or repair on the part of the Borough with respect to any private facilities or improvements, whether bonded hereunder or otherwise.

II

AGREEMENT AS TO WATER FACILITIES

22. The Borough hereby dedicates sufficient capacity of potable water to service the forty (40) residential units to be constructed (8,230 gallons per day, which is the total estimated average daily water demand) to the Developer for the Project.

23. The Developer shall install, at its sole cost and expense, a certain water distribution system in all streets and easements, as shown on the Plans and Specifications. The water connection fee in effect at the time of the connection shall be paid by the Developer. The Developer shall further contribute the sum of two hundred fifty thousand dollars (\$250,000.00) to be used by the Borough in furtherance of improvements and upgrades to the Borough water supply system. Fifty percent (50%) of this contribution shall be posted upon the issuance of the twentieth (20th) Certificate of Occupancy and the balance shall be posted prior to the issuance of the final fortieth (40th) Certificate of Occupancy. Water fees shall be paid as provided for in the Borough Ordinances.

24. All construction of said water facilities, including all hydrants, valves and appurtenances shall be in accordance with the Plans and Specifications as submitted and approved or to be approved by and as directed and supervised by the Borough Engineer.

25. All water mains, hydrants, valves and other appurtenances constituting the water system constructed by the Developer shall be constructed in accordance with the Resolution of Approval and conveyed to the Borough if required in the Resolution.

26. At such time as the Developer's water system hereinabove delineated and

depicted on the Plans and Specifications or any portion thereof is operable or distributing water, all revenues, fees and charges thereafter derived shall belong to the Borough.

27. The construction of the water facilities shall include all necessary stubs to service this development, all to be done at the Developer's sole cost and expense and in accordance with the Rules and Regulations of the Utility.

III

AGREEMENT AS TO SANITARY SEWER FACILITIES

28. The construction of the sanitary sewer facilities herein shall include all necessary stubs to service the development, as set forth on the Plans and Specifications, all to be done at the Developer's sole cost and expense and in accordance with the Borough Rules and Regulations.

29. All construction of sanitary sewer facilities set forth herein shall be in accordance with the Plans and Specifications above mentioned and as submitted and approved or to be approved by the Borough, and as directed, supervised and required by the Borough Engineer.

30. The sewer connection fee established by Ordinance shall be due and owing upon connection to the system.

31. At such time as the Developer's sanitary sewer system or any portion thereof is operable or conveying sewerage flow to the Borough, all revenues, fees and other charges thereafter derived therefrom shall belong to the Borough.

32. Reserved.

IV

AGREEMENT AS TO SOIL MOVEMENT

33. In accordance with approved plans, the Developer shall be permitted to remove approximately 2,335 cubic yards of soil from the site.

34. Existing top soil shall be retained on the site, and shall not be removed while Developer is constructing the Project.

35. Soil movement activity shall occur between the hours of 8:30 am to 5 pm Monday through Friday, excluding holidays. Trucks shall not leave the site until 9:00 am.

36. All trucks transporting soil from the site shall utilize Sherwood Drive and Intervale Road. Developer shall further map and detail to the satisfaction of the Borough Engineer a vehicle route plan.

V

AGREEMENT AS TO AFFORDABLE HOUSING SET ASIDE

37. Developer agrees to provide six (6) units of affordable housing on site. The

breakdown of the units shall be as follows: one one-bedroom unit, four two-bedroom unit, one three-bedroom unit. The units shall be deed restricted as required by the Borough.

VI GENERAL UTILITY REQUIREMENTS

38. The Developer shall not be entitled to any contribution by the user or users of any water lines, sanitary sewer lines, facilities or appurtenances subsequently connected to any water lines, sanitary sewer lines, facilities or appurtenances installed by the Developer herein, arising out of the fact that the Developer herein has installed or paid for such water facilities or sanitary sewer facilities or has paid to the Borough fees.

39. The Borough shall have a blanket right of access to all water and sewer system improvements on the property.

VII BUILDINGS AND STRUCTURES

40. **Building and Structure Designs.** The design of any building or structure on the aforementioned lot of the Developer shall be substantially in accordance with the said approved plan and the evidence submitted to the Board.

41. **Site Plan Changes; Procedure.** Developer agrees that the completed buildings and structures and all improvements shall comply in all respects with submissions by the Developer to the approving authority, including but not necessarily limited to the subdivision and/or site plan submissions, architectural submissions, if any, and such other development submissions made to the approving authority except as otherwise provided in this Agreement or except as the same may be modified by resolution of the approving authority. The Borough Engineer shall have the authority to permit minor field adjustments and modification in the installation of the improvements of buildings and structures as contemplated in the site plan where field conditions and good engineering practices permit. The Construction Official shall have the authority to approve changes in the building plan that do not affect, vary or contradict the site plan or the terms of this Agreement.

42. **Certificate of Occupancy; Breach of Agreement.** No Certificate of Occupancy shall be issued nor shall any security be fully released until (a) all of the improvements herein provided for necessary for the operation and occupancy of the Unit for which a Certificate of Occupancy is to be issued have been certified in writing by the Borough Engineer to have been completed in a good and workmanlike manner and in accordance with the approved plans; (b) "as built" plans have been submitted and approved for the work performed; (c) the sanitary facilities to serve the subject premises have been constructed in accordance with the plan submitted; (d) all material requirements of this Agreement, the approving authority and any other governmental agency have been met; (e) all taxes have been paid which may be due on the property; (f) the roadway located in front of the residence leading from the public road shall have been improved by the construction of required curbing and the addition of a bituminous stabilized base course; and (g) any required sidewalks, lighting and improvements relating to public safety, health and welfare have been certified in writing by the Borough Engineer to have been completed in a good and workmanlike manner in accordance with the approved plans. If at the time the Developer applies for a Certificate of Occupancy, the landscaping or unit driveways have not been

completed for the reason that the season is inappropriate for such work, the Borough shall nevertheless, upon compliance with all of the other requirements herein, issue a Certificate of Occupancy subject to required bonding and posting of suitable performance bonds, pending completion of the landscaping and/or unit driveways, which shall be completed expeditiously as set forth in the Borough Land Use Regulations.

In no case shall a Certificate of Occupancy be issued unless the provisions of this Agreement have been complied with. Without limitation upon any other remedy provided herein or by law, the Borough or the approving authority may order that no Certificate of Occupancy shall be issued until or unless any breach or default of this Agreement is cured, or that no further permit or Certificate shall be issued until such breach or default is cured. Such order shall be made in writing and shall be sent promptly to the Developer and shall specify the alleged breach or default complained of, so that the Developer will be apprised of what it is that is alleged to require curing.

43. **Adoption and/or Acceptance of Roadways.** The Borough shall accept roadway improvements to the existing Sherwood Drive right-of-way connecting to the Project upon the Developer's submission of all required bonds, Certificates of Insurance, as-builts, or any other documents required by the Borough Attorney.

VIII GENERAL PROVISIONS

44. **Engineering Inspection Review and Legal Charges.** The engineering review, planning and legal costs incurred by the Borough and approving authority to the date of this Agreement or incurred under the performance of this Agreement, including but not limited to any enforcement proceedings, shall be reimbursed by the Developer pursuant to the provisions of Borough ordinances.

45. **Compliance with Resolutions of Approving Authority.** Developer agrees to make provision for, implement and perform each of the conditions contained in the approving authority's Resolution attached as Exhibit A.

46. **County Planning.** Developer agrees that prior to commencement of any clearing or construction operation, it shall obtain Morris County Planning Board approval if required, and post with the County of Morris all the bonds and other performance guarantees required by the County of Morris, if any. Before issuance of the construction permit, Developer will submit evidence to the Borough Engineer of approval by the County authorities having jurisdiction over the plan and the drainage facilities, together with reasonable evidence of having met the requirements of all County agencies concerning the posting of a bond or other security.

47. **Transfers Not in the Ordinary Course.** It is agreed that any assignment or transfer or sale of the subject property, or any part thereof, shall not operate to relieve the Developer from its obligations hereunder to complete the construction of all the improvements required hereunder and to maintain the same for the two (2) year period of the maintenance bond, unless this Agreement is assigned with the express written consent of the Borough which will not be unreasonably withheld. Upon such assignment, the assignor will have no liability for future performance and no liability with respect to the acts of assignee, its successor and assigns. In the event of a transfer, all provisions of this Agreement along with terms of the resolution shall specifically run with the land and the covenants shall be enforceable by the Borough should it

become necessary or advisable for the Borough to institute legal proceedings in order to enforce provisions of these documents.

48. **Approvals by other Governmental Agencies.** It is agreed and understood that the Developer shall be responsible to secure at its own cost and expense any and all approvals required by state, county, federal, municipal, or other agencies having jurisdiction prior to commencement or construction or issuance of a Certificate of Occupancy.

49. **Compliance with Board of Health Requirements.** The lawful requirements of the Board of Health of the Borough will be complied with as to all matters within its jurisdiction.

50. **Effect of Plan Approval.** It is agreed that the granting of approval of the subdivision and/or site plan shall not be deemed as an approval of the applicant's building plans or as requiring issuance of a building permit, which are matters within the exclusive jurisdiction of the Construction Official.

51. **Limitation of On-Site Parking.** During construction, there will be no parking or storage of materials on-site that would prevent the reasonable access to the site as may be necessary by emergency vehicles of the Fire Department, Police Department, Emergency Squad or such other agencies as circumstances may require.

IX LIMITATION OF MUNICIPAL LIABILITY

52. **Municipal Parties Not Liable to Third Persons.** The covenants, undertaking, agreements or other obligations mentioned in this Agreement shall not be construed as representations by the Borough, or by any Borough officer, board or employee to have or to assume any contractual or other liability to or with any persons, firms, or corporations dealing with the Developer or otherwise using or having an interest in the aforementioned premises, nor shall this Agreement be construed to work any liability on the Borough approving authority persons.

Nothing herein contained shall be construed to render the Borough or any of its officers, boards, or employees, liable for any charges, costs, or debts for material, labor, or other expenses incurred in the making of the improvements.

53. **Indemnification.** Developer shall be and remain liable for any and all damage or money loss occasioned to the Borough or the approving authority or their officers or agents by any neglect, wrongdoing, omission or commission of or by the Developer or by any person, firm or corporation acting for the developer arising from the making of the site improvements, from the performance of the terms hereof, from the granting of site plan approval, or from or out of this Agreement, and shall save, indemnify and hold harmless the Borough, its officers, agents, boards and employees; and the approving authority, its members, officer, agents and employees, from any and all actions at law or in equity, charges, debts, liens, encumbrances, costs, counsel fees, and engineer and surveying fees which may arise from any such damage or loss, from the making or the improvements, from the performance of the terms hereof from the granting of site plan approval or from or out of this Agreement unless the Borough or its agents shall have been judicially determined to have acted contrary to law or failed to perform acts required by law or by this Agreement or have been guilty of negligence which is actionable by law under N.J.S.A. 59:1-1 et seq. This indemnification shall not affect the Developer's right to proceed against any third parties.

**X
OPERATIONS**

54. **Operations Without Nuisance.** Developer agrees not to commit a public or private nuisance and further agrees to abate any such nuisance within five (5) days of written notice from the Borough. The Developer shall comply with the Borough noise control ordinances (7:00 a.m. to 8:00 p.m.) and any applicable ordinance regulating construction. Construction will only be performed from 8:00 a.m. to 6:00 p.m., Monday through Friday, and 8:00 a.m. to 4:00 p.m. on Saturdays, provided however, that such work may be extended an additional half hour on weekdays and Saturday in the event of an emergency, anticipated weather event, or other extraordinary circumstance requiring extended work hours. There shall be no construction on Sundays, except indoor construction performed between 8:00 a.m. and 4:00 p.m. Construction trucks and equipment shall not park on Sherwood Drive, including its cul-de-sac, Spruce Edge or Pine Edge after the first week of clearing the Property for construction and the availability of a proper pad for vehicles to access and park on the Property. Notwithstanding anything to the contrary herein, no provisions of this Agreement shall be deemed a waiver of any rights or powers of the Borough or any agency of the Borough under any statute, ordinance or other law.

55. **Abatement of Unsafe Conditions.** Developer shall correct and make safe any dangerous or unsafe condition created by the Developer or those acting for it, adversely affecting public safety or general welfare, or affecting the safety or welfare of other occupants of the Project as determined in the sole discretion of Borough Engineer or enforcement official.

56. **Preservation of Existing Trees.** Developer shall safeguard and preserve all trees on the site, except such as are located in the area of disturbance and except such trees as may be felled with the approval of the Borough.

57. **Insurance.** Developer shall maintain insurance covering its operations and those of its agents, subcontractors and employees, both on the site and off site, in a form and amount at least equal to that specified below:

**Comprehensive
General Liability**

Minimum Coverage

Bodily injury and property Damage
including Blanket Contractual Liability
for the assumption of all liability
pertaining to suit not caused by the
direct negligence of the Borough.

\$500,000.00

**Comprehensive
Automobile Liability**

Bodily Injury

Provide \$500,000.00
for each occurrence

Property Damage

Provide \$250,000.00
for property damage

for each occurrence
with no limitation on
aggregate.

Umbrella Liability

Provide \$1,000,000.00
for each occurrence
not to exceed
\$1,000,000.00 in the
aggregate.

Workman's Compensation and
Employer's Liability to cover
all contractor's employees in
accordance with statutory
requirements.

The insurance coverage required shall also include specifically that the Developer hereby assumes entire responsibility and liability for any damage or injury of any kind or nature to person whether employees or otherwise, and to property, real or personal, including adjoining property, caused by or resulting from the execution of the work occurring in connection therewith. In the event of loss, damage or injury, which may cause a claim to be filed, Developer shall submit to the Borough in writing, all particulars and details relating to the incident, including all subsequent related effects of such loss, damage or injury. Each incident shall be listed separately. The Certificate of Insurance must be referenced to this project. All insurance requirements shall be subject to the review of the Borough's insurance agent.

**XI
EASEMENTS**

58. **Permanent Easements.** The Developer shall prepare restrictive deeds, deeds of dedication or easements, as the circumstances may require for all lands to be so restricted pursuant to the site plan approval. Said documents shall be satisfactory to the Borough Attorney as to form and content and shall be recorded at the cost and expense of the Developer.

**XII
MISCELLANEOUS**

59. **Use of Sales and Construction Trailers.** The Developer shall have the right to place one (1) sales trailer and one (1) construction trailer upon the construction site in a location and upon such terms as shall be approved by the Borough Engineer, provided however, that any such trailers shall be removed within fifteen (15) days of the release of the last Certificate of Occupancy within the subject development.

60. **Construction Plans.** Unless otherwise shown on approved plans, prior to commencement of construction the Developer shall submit to the Borough Engineer for approval construction plans showing proposed locations of portable bathrooms and construction equipment.

61. **Severability of Provisions.** If any paragraph, section, clause, sentence, provision or other part of this Agreement, or the application thereof to any person, firm or corporation, or its application to any facts or circumstances, shall for any reason be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remaining paragraphs, sections, clauses, sentences, provisions, or other parts of this Agreement. The provisions of this contract are intended to be severable.

62. **Successors Bound.** This Agreement shall be binding upon the successors and assigns of the parties signing it. All successors shall be given a copy of this Developer's Agreement, provide the Borough with a corporate acknowledgment assuming all obligations hereunder, and reissue all bonds, security, or any other financial obligations set forth in this Agreement under the successor's name.

63. **No Waiver.** Nothing contained in this Agreement shall be deemed a waiver by any party of its rights under any ordinance or state statute or other law, or be construed as an abridgment, preemption or waiver of the powers of the Borough, approving authority, or any other agency or public body.

64. **Provisions Enforceable as Conditions.** Each of the provisions of this Agreement shall have the same force and effect as if set forth at length as conditions of the grant of site plan approval.

65. **Amendments in Writing.** This Agreement may be changed, modified, or amended only by a written instrument signed by the parties hereto or their successors.

66. **Recording.** This Agreement may be recorded in the discretion of the Borough. It is understood and agreed that the continuing easements and obligations contained in this Agreement may also be included in a Declaration of Covenants and Restrictions filed by the Developer in the Morris County Clerk's Office with such easements and obligations to run with the land.

67. **Deposits as Preconditions.** Building/construction permits or certificates of occupancy shall not be issued unless the deposits mentioned in this Agreement, or other necessary deposits, have been made.

68. **Costs of Enforcement.** If the Developer or owner neglect or fail to carry out any provision of this Agreement within a reasonable time period, the Borough shall have the authority to have the necessary work performed and to charge the Developer or owner for the cost of work done.

69. **Filing of Agreement.** This Developer's Agreement shall be filed with the Borough Clerk.

(signature page follows)

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as a sealed instrument the date and year first above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Valerie Egan, Clerk

By: _____
Peter Holmberg, Mayor

ATTEST:

KINGS MOUNTAIN LAKES, LLC

, Secretary

By: _____
, President

STATE OF NEW JERSEY
COUNTY OF _____ SS.:

I CERTIFY that on _____, 20____,

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the Clerk of the Borough of Mountain Lakes, the municipal corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the Mayor of the Borough of Mountain Lakes, a municipal corporation;

(c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its Council;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
_____, 20____.

STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on _____, 20__.

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

(a) this person is the secretary of _____, the corporation named in this document;

(b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation;

(c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;

(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on

_____, 20__.

STATE OF NEW JERSEY)
) SS.
COUNTY OF)

I CERTIFY that on _____, 20__,
personally came before me and acknowledged under oath, to my satisfaction, that this person (or
if more than one, each person):

(a) is named in and personally signed the attached document; and

(b) signed, sealed and delivered this document as his or act and deed.

Record and Return to:
Robert Oostdyk, Esq.
Murphy McKeon, P.C.
51 Route 23 South
Riverdale, NJ 07457

Prepared by:

Katharine A. Coffey, Esq.

ACCESS AND MAINTENANCE EASEMENT

(Sherwood Drive Right-of-Way)

THIS EASEMENT is made on the _____ day of _____, 2017, by and between:

THE BOROUGH OF MOUNTAIN LAKES, a Municipal Corporation of the County of Morris and State of New Jersey, having its principal offices at 400 Boulevard, Mountain Lakes, New Jersey 07046, hereinafter called the "Grantor" or the "Borough," and

KING OF KINGS LUTHERAN CHURCH, with an address at 145 Route 46 West, Mountain Lakes, New Jersey 07046, hereinafter called the "Grantee".

WITNESSETH:

WHEREAS, Grantee is the fee simple title owner, on or before the date of recordation hereof, of that certain tract of land lying and being in the Borough of Mountain Lakes, County of Morris and State of New Jersey, which tract of land is identified as Lot 3.02 (formerly the rear portion of Lot 3.01) in Block 116 on the Tax Map of Mountain Lakes Borough in Morris County, New Jersey, consisting of 7.7± acres located at 145 Route 46 (the "Property") as shown on a final subdivision plat entitled "The Enclave at Mountain Lakes" Block 116, Lot 3.01 prepared by Dykstra Walker Design Group dated October 18, 2017, to be filed; and

WHEREAS, the Mountain Lakes Planning Board (the "Board") approved a preliminary and final site plan application for the Property, (Application 16-261), located in the R-AH2/OL-2 Zone, which was superseded by Ordinance 12-15, adopted on November 23, 2015, and Ordinance 07-16, adopted on September 12, 2016, and a Memorializing Resolution of Approval was adopted on September 14, 2017 (the "Approval"), which Approval permits the construction of 40 residential units on the Property, including 34 market rate units and 6 affordable housing units; and

WHEREAS, the Approval permits the construction of certain encroachments within the Sherwood Drive right-of-way, including retaining walls on both sides of Sherwood Drive, a temporary identification sign, and sidewalk, as depicted on **Exhibit A** attached hereto and incorporated herein (the "Encroachments"); and

WHEREAS, Sherwood Drive is a municipal right-of-way operated and maintained by Grantor; and

WHEREAS, Grantor and Grantee desire to enter into an access and maintenance easement to permit Grantee to construct and maintain the Encroachments; and

NOW, THEREFORE, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant and convey to the Grantee, its successors and assigns, forever, a continuous and perpetual, nonexclusive access and maintenance easement through, over, upon, under, in, across and along the approximately forty-five foot (45') portion of Sherwood Drive necessary to construct and maintain the Encroachments (the "Easement Area").

The following terms and conditions shall apply within the Easement Area:

1. The Access and Maintenance Easement conveyed herein shall consist of the right to access the Easement Area for Grantee's construction, maintenance, and removal of the Encroachments as necessary.
2. Grantor and Grantee expressly acknowledge that the sign to be placed within the Easement Area is temporary. The sign shall be permitted in the Easement Area until the earlier of the date of the final sale of all units completed under the Approval, or five and one half (5.5) years from the sooner of the commencement of construction or the date of the expiration of the appeal periods within which anyone may challenge the Approval, without any such appeal or challenge having been filed or instituted, or if any such appeal or other challenge has been filed or instituted, until such appeal or challenge has been finally adjudicated and the time to challenge such adjudication has expired, without any appeal or other challenge having been filed or instituted.
3. Grantee shall and Grantor shall not have responsibility for the maintenance, inspection, operation, repair, upkeep, replacement, or removal of the Encroachments.
4. It is expressly acknowledged by Grantor and Grantee that the Grantee does not and will not in the future have any obligation to maintain the Easement Area or any improvements in and about the Easement Area (other than the Encroachments), or to clean debris or garbage in or about the Easement Area, except as specifically set forth herein. All maintenance of the right-of-way and Easement Area shall be and shall remain the responsibility of the Grantor.
5. Upon completion of any work or maintenance by Grantee, Grantee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the Easement Area so that the Easement Area is in a clean, operable and useable condition.

6. The Easement Area shall be used and its access rights exercised by the Grantee, its agents, employees or representatives, in compliance with all laws, rules, regulations and permits applicable to the Easement Area and the Grantee's use thereof, in any lawful manner that is not inconsistent with the terms of this Access and Maintenance Easement.

7. Grantee expressly agrees to and shall indemnify, defend, release, discharge and hold harmless Grantor and all of its respective directors, officers, agents, employees, contractors, subcontractors, successors or assigns (collectively, "Indemnified Parties") individually and collectively, from and against any and all losses, damages, costs, fines, penalties, expenses (including, without limitation, reasonable expenses and attorneys' fees), liabilities, judgments, liens, suits, enforcement actions, claims, causes of action, demands, injuries (including, without limitation, bodily injury and death to persons), actual damage to the environment or property that arise or arose in the Easement Area during or after the recording of this Access and Maintenance Easement ("Indemnified Claims") caused by any act or omission of the Grantee in connection with Grantee's construction, maintenance, or removal of the Encroachments.

8. The WHEREAS clauses set forth above shall be incorporated in this Paragraph 8 as if set forth herewith.

The Grantor covenants that it is lawfully seized of the Easement Area and that it has the right to restrict the same. The Parties hereto each warrant and represent to each other, knowing and intending that the respective Parties are relying thereon in executing this Access and Maintenance Easement, that they each have the power and authority to enter into this Access and Maintenance Easement, to grant and receive the Easement contemplated herein, and to perform their respective obligations hereunder.

The Grantor may convey, mortgage, lease or otherwise transfer title or interest in the Easement Area subject to this Access and Maintenance Easement; *provided, however*, that the covenants and conditions herein shall remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Access and Maintenance Easement and its terms and conditions shall become a part of the chain of title and shall run with the Easement Area. This Access and Maintenance Easement shall be read in conjunction with any Easements of Record.

Wherever in this Access and Maintenance Easement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall

bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively. The terms and conditions herein shall be deemed to run with the land and be binding upon successive owners of the Property and the Easement Area; it being intended that a full transfer of title or ownership to the Property or Easement Area shall encompass and include a full transfer of rights and responsibilities herein. In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

This Access and Maintenance Easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey. In the event that any one or more of the provisions contained in this Access and Maintenance Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, but this Access and Maintenance Easement shall be construed as if such invalid, illegal or unenforceable provision had never been included herein.

The provisions of this Access and Maintenance Easement may not be amended, modified, or terminated without the express written consent of the parties hereto, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the parties hereto, which written instrument must then be recorded.

Signature Page to Follow.

IN WITNESS WHEREOF, the parties hereto have caused this document to be signed by their proper corporate or municipal officers and their corporate or municipal seal to be set hereto.

ATTEST:

KING OF KINGS LUTHERAN CHURCH

Name:
Title:

By: _____
Name:
Title:

Dated: _____, 2017

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Name: Valerie Egan
Title: Borough Clerk

By: _____
Name: Peter Holmberg
Title: Mayor

Dated: _____, 2017

STATE OF NEW JERSEY }
 }
COUNTY OF _____ } SS.
 }

I CERTIFY that on _____, 2017, _____ (*name of attesting witness*) personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is _____ (*title of attesting witness*) of **KING OF KINGS LUTHERAN CHURCH**, the entity named in this instrument;
- (b) this person is the attesting witness to the signing of this document by _____, the _____ of King of Kings Lutheran Church;
- (c) this document was signed and delivered by the _____ as a duly authorized voluntary act on behalf of the entity;
- (d) this person knows the proper seal of the entity which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name:

Title:

(*attesting witness to sign*)

Signed and sworn to before me on
this _____ day of _____, 2017.

Name:

Title:

STATE OF NEW JERSEY }
 }
COUNTY OF MORRIS }

ss.:

I CERTIFY that on _____, 2017, Valerie Egan personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the **BOROUGH OF MOUNTAIN LAKES**, the municipal corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper municipal officer who is Peter Holmberg, the Mayor of the municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its duly authorized voluntary act;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Name: Valerie Egan
Title: Borough Clerk

Signed and sworn to before me on
this ____ day of _____, 2017.

Name:
Title:

EXHIBIT A

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS**

RESOLUTION 168-17

**RESOLUTION AUTHORIZING THE EXECUTION OF SITE ACCESS AGREEMENT FROM LINDA BEREZNY TO
THE BOROUGH OF MOUNTAIN LAKES**

WHEREAS, Linda Berezny is the owner of that certain tracts of land lying and being in the Borough of Mountain Lakes, County of Morris and State of New Jersey, currently or about to be identified as Lots 61.02 and 64 in Block 100 on the official tax map (the "Property"); and

WHEREAS, Ms. Berezny, is willing to grant a Site Access Agreement to allow the Borough of Mountain Lakes to evaluate a dam and spillway located on the property adjacent to Grunden's Pond; and

WHEREAS, the Borough of Mountain Lakes wishes to utilize the Site Access Agreement for this purpose.

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 the Mayor and Borough Clerk are hereby authorized to execute the Site Access Agreement between Linda Berezny and the Borough of Mountain Lakes in the form attached.

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 November 13, 2017.

Valerie A. Egan, Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barrett						
Happer						
Horst						
Korman						
Shepherd						
Barnett						
Holmberg						

SITE ACCESS AGREEMENT

This Agreement made on _____, 2017 between Linda Berezny (hereinafter referred to as "Owner"), and The Borough of Mountain Lakes, a municipal corporation of the State of New Jersey (hereinafter referred to as "Mountain Lakes"):

WITNESSETH:

WHEREAS, Owner has legal title to property located at 340 Boulevard also known as Block 100, Lot 61.02 and 64, on the tax map of the Borough of Mountain Lakes (hereinafter the "Site"); and

WHEREAS, Mountain Lakes is the Owner of property adjacent to the Site known as Grunden's Pond; and

WHEREAS, a dam and spillway are located on the Site; and

WHEREAS, Mountain Lakes has been advised that there are problems with the water level at Grunden's Pond and desires to have its engineer inspect the dam and spillway located on the Site; and

WHEREAS, Owner has agreed to permit Mountain Lakes and their contractors and employees to access the Site for purposes of inspecting the dam and spillway.

NOW THEREFORE, the parties, in consideration of the mutual covenants and promises set forth herein and other valuable consideration, agree as follows:

1. Owner hereby agrees to grant Mountain Lakes, including its affiliates, representatives, consultants and contractors, a right to access the Site located at Block 100, Lots 61.02 and 64, in the Borough of Mountain Lakes, for the purposes of inspecting the dam and spillway located on the Site.

2. The parties hereby agree that access to the Site shall not be construed in any way as a form of trespass upon the property and understand and agree that Mountain Lakes accepts no responsibility or liability for the dam or spillway by virtue of its willingness to inspect same.

3. Owner shall assume no obligation in connection with the use work and/or occupancy by Mountain Lakes, and Mountain Lakes shall indemnify and hold harmless the Owner from liability in connection with its use, work and/or occupancy of the Site.

4. The parties agree that the terms as set forth herein constitute the entire Agreement as between the parties.

5. The parties agree that this Agreement shall be interpreted by and governed by the laws of the State of New Jersey.

6. Each party hereto warrants and represents to the other that it has full power and authority to enter into this Agreement and to perform its obligations under this Agreement, and that the person executing this Agreement on its behalf has been duly authorized and empowered to bind it to this Agreement.

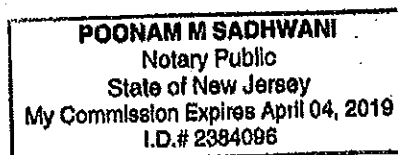
7. This Agreement is binding upon the parties hereto, and upon its successors and assigns.

STATE OF NEW JERSEY)
) SS.
COUNTY OF MORRIS)

I CERTIFY that on Oct. 31st 2017, 2017,
LINDA BEREZNY personally came before me and acknowledged under oath, to my satisfaction,
that this person (or if more than one, each person):

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document as his or act and deed.

Poonam M. Sadhwani



IN WITNESS WHEREOF, the parties have executed this Agreement as of the
date first written above.

Attest:

BOROUGH OF MOUNTAIN LAKES

Valerie A. Egan
Valerie Egan

By: Peter Holmberg
Peter Holmberg, Mayor

Attest:

Linda Berezny
Linda Berezny

STATE OF NEW JERSEY
COUNTY OF MORRIS

SS.:

I CERTIFY that on November 6, 2017,

VALERIE EGAN

personally came before me, and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the Borough of Mountain Lakes, the municipal corporation named in this document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the Mayor of the Borough of Mountain Lakes, a municipal corporation;
- (c) this document was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its Council;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on
this 6th day of November, 2017.

Ann E. Purcell

Valerie A. Egan
Valerie Egan, Borough Clerk

ANN E. PURCELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/21/2022

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

RESOLUTION 169-17

**“RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT
WITH PBA LOCAL 310”**

WHEREAS, the Borough of Mountain Lakes is the employer of uniformed police officers who are members of and represented by PBA Local 310 (hereafter the “PBA”) as the bargaining unit; and

WHEREAS, Borough representatives and representatives of the PBA have engaged in negotiations which have culminated in a Collective Bargaining Agreement which has been approved by the PBA.

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes that the Borough Manager and Clerk are hereby authorized to execute the attached Collective Bargaining Agreement with PBA Local 310 for the **term of January 1, 2018 to December 31, 2022.**

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 November 13, 2017.

Valerie A. Egan, Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barrett						
Happer						
Horst						
Korman						
Shepherd						
Barnett						
Holmberg						

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ
RESOLUTION 170-17**

“RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS”

WHEREAS, there were excess appropriations to the 2017 Appropriation Budget for the Current Fund; and
WHEREAS, other appropriations are insufficient to meet current needs.

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, as authorized by N.J.S.A. 40A:4-58, the Chief Financial Officer (CFO) is hereby authorized and directed to make the following transfers:

FROM:		
<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>SALARY & WAGES:</u>		
01-201-28-370	RECREATION	19,400.00
<u>OTHER EXPENSES:</u>		
01-201-20-130	FINANCE	1,500.00
01-201-20-155	LEGAL	25,000.00
01-201-20-165	ENGINEERING	25,000.00
01-201-31-456	RESERVE FOR SALARY ADJUSTMENT	15,500.00
	TOTAL	<u>\$86,400.00</u>

TO:		
<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>SALARY & WAGES:</u>		
01-201-26-290	STREETS & ROADS	20,000.00
01-201-25-240	POLICE	20,000.00
<u>OTHER EXPENSES:</u>		
01-201-20-100	ADMINISTRATION	6,000.00
01-201-21-180	PLANNING BOARD	2,000.00
01-201-26-315	VEHICLE REPAIRS MAINTENANCE	18,000.00
01-201-36-471	PERS	2,400.00
01-201-36-472	SOCIAL SECURITY	9,000.00
01-201-36-477	DCRP	9,000.00
	TOTAL	<u>\$86,400.00</u>

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 November 13, 2017.

Valerie A. Egan, Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barrett						
Happer						
Horst						
Korman						
Shepherd						
Barnett						
Holmberg						

BOROUGH OF MOUNTAIN LAKES
BUDGET TRANSFERS 2017
EXPLANATION OF TRANSFERS

Current Budget:

Funds Available

Recreation S&W

The fees for the summer recreation program are collected and deposited into the recreation trust account, then after the last payroll for the summer employees was posted we moved the funds from the Trust account to cover the salary expenses. 19,400

Finance O/E

The amounts for the fixed asset contract and professional fees for the Continuing Market Disclosure contract were less than what was budgeted. 1,500

Legal O/E

Funds are available in the litigation and Fair Share Housing sub accounts. 25,000

Engineering O/E

There were funds budgeted for an architect for the municipal building renovations, these funds will not be used. 25,000

Reserve for Salary Adjustment O/E

These funds were budgeted for market rate adjustments for employees in the Streets & Roads. 15,500

Funds Needed

Streets & Roads S&W

There were market adjustments made for some of employees in this department that were budgeted for in the Reserve for Salary Adjustment line item, but there was also additional overtime over the budgeted amount. 20,000

Police S&W

Two officers were out on disability this year so other officers had to fill in which created additional overtime. 20,000

Administration O/E

Funds are being transferred into the administration account to cover additional postage, archival services, and copier fees. 6,000

Planning Board O/E

The legal expenses for the Planning Board were more than budgeted due to; review of more Borough ordinances than in the past, additional Planning Board meetings, and the review of the Kings application costs that could not be charged to an escrow account. 2,000

Vehicle Repair Maintenance O/E

There were some emergency repairs needed early in the year to a 2008 Ford F-550 truck and a rescue fire truck. Additional funds were also needed for oil and anti-freeze. 18,000

PERS

Additional funds are needed in this account to cover the long term disability on the employer's bill, a late fee for the payment of the 2016 employer's bill, and an estimated amount for the employer's bill for the 2017 retro pays. 2,400

Social Security

Due to additional overtime for the Police and Streets & Roads, additional social security is needed. 9,000

DCRP (Defined Contribution Retirement Program)

There were a number of part time employees who were not enrolled in the DCRP when they started their employment with the Borough. This account covers the employer's share of that cost. 9,000

Resolution 171-17
BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR SOLID WASTE AND DUAL STREAM
RECYCLABLE COLLECTION

WHEREAS, the Borough published specifications and solicited bids for solid waste and dual stream recyclable collection, and

WHEREAS, only one bid was received on September 15, 2017, and

WHEREAS, the specifications contained several options and the Borough has decided to award a contract for the Base Bid "homeside solid waste and dual stream recyclable collection - Borough retains ownership of recyclable material"; and

WHEREAS, the bid for the Base Bid was received from Suburban Disposal Inc. in the amount of \$2,120,000.00 for a five year period.

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 Suburban Disposal Inc., shall be awarded the contract for homeside solid waste and dual stream recyclable collection – Borough retains ownership of recyclable material in an amount of \$2,120,000.00 for a five year period.

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 November 13, 2017.

Valerie A. Egan, Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barrett						
Happer						
Horst						
Korman						
Shepherd						
Barnett						
Holmberg						

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

RESOLUTION 172-17

**“RESOLUTION AUTHORIZING MEMBERSHIP IN THE
MOUNTAIN LAKES FIRE DEPARTMENT”**

WHEREAS, the following individuals have applied for membership in the Mountain Lakes Fire Department; and

WHEREAS, the Fire Department recommends these individuals for membership; and

WHEREAS, a copy of the applications have been filed with the Borough Clerk.

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough of Mountain Lakes approves the application for the following individual(s):

John Lester 125 Boulevard Mountain Lakes

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on November 13, 2017.

Valerie A. Egan, Municipal Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barrett						
Happer						
Horst						
Korman						
Shepherd						
Barnett						
Holmberg						

MOUNTAIN LAKES VOLUNTEER FIRE DEPARTMENT
BOROUGH COUNCIL APPROVAL FORM

NAME: JOHN LESTER

ADDRESS 125 BOULEVARD

TOWN: MOUNTAIN LAKES

PHONE: _____

DOB _____

BIRTHPLACE PYE

SSN: _____

OCCUPATION: SALES

STATE OF NEW JERSEY COUNTY OF Morris

John Lester BEING DULY SWORN, DOTH DEPOSE
APPLICANT'S NAME

AND SAYS THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF
THEIR KNOWLEDGE AND BELIEF. SWORN TO BEFORE ME THIS 7th
DAY OF November 2007.

Danielle Sekula
SIGNATURE OF NOTARY PUBLIC

11/6/18
EXPIRATION DATE

DANIELLE SEKULA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 11/6/2018

MUNICIPAL APPROVAL

WE HEREBY CERTIFY THAT THIS APPLICANT WAS ADMITTED TO ACTIVE
MEMBERSHIP IN THE MOUNTAIN LAKES VOLUNTEER FIRE DEPARTMENT
AND HAS BEEN APPROVED BY THE GOVERNING BODY OF MOUNTAIN
LAKES ON THE _____ DAY OF _____ 2007

SIGNATURE OF MUNICIPAL CLERK

SIGNATURE OF FD CHIEF



MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
OCTOBER 23, 2017
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046

CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting and the agenda thereof had been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 5, 2017 and posted in the municipal building.

Mayor Holmberg called the meeting to order at 7:00 p.m. in the municipal building.

ROLL CALL ATTENDANCE

Roll Call	Present	Absent		Present	Absent
Barrett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shepherd	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Happer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barnett	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Horst	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Holmberg	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Korman	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

FLAG

Mayor Holmberg led the salute to the flag.

EXECUTIVE CLOSED SESSION

R-160-17 Resolution providing for a meeting not open to the public in accordance with the provisions of the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-12

Matters of Purchase of property, purchase of a residential property; Potential litigation, sewage agreement with Parsippany; Attorney Client Privilege, Grunden's Pond property ownership

Motion: Barrett

Second: Horst

Vote: All ayes

Motion to come back to regular session: Korman

Second: Horst

Vote: All ayes

COMMUNITY ANNOUNCEMENTS

Mayor Holmberg stated that the Fire Department is holding their Fireman's Ball this weekend. The Blood Drive and Shredding event will be held on Saturday. The annual Halloween candy drive will be held on the 24th and 26th. Ms. Horst stated that the Library held a presentation on the Bertrand Island Amusement Park. Ms. Barnett stated that she attended a presentation given by Sgt. Benitez regarding vaping. She stated that the Morris County CARES program had one of their vans at the library to train people to administer Narcan.

PUBLIC COMMENT

Mayor Holmberg opened the meeting to the public

Mr. Fred Kanter, 81 Hanover Road, stating that he was going to speak until he was finished speaking. He stated that this nation is run by laws. He stated that there are supposed to be by laws adopted by the Council within 10 days of the reorganization meeting. He made mention that at one of the last meetings Ms. Korman spoke over him. He made a statement that Ms. Korman made statements regarding the Cove Park. He asked the Mayor to shut her up, because that is his job. He stated that he had asked the Clerk if the Governing Body had adopted bylaws. He was told no. He again stated that he was going to speak until he was finished regardless of the five minute rule. He spoke regarding the federal government. He made mention of being at a meeting regarding the renovation of the municipal building. He stated that he was not allowed to speak. At this time Mayor Holmberg told Mr. Kanter his five minutes were up. Mr. Oostdyk explained that there is a court ruling upholding the five minute rule.

The Council took a recess at this time.

Mr. Oostdyk showed Mr. Kanter the court ruling.

The Council came back to session.

Mayor Holmberg closed the meeting to the public. Mr. Kanter kept speaking. Mr. Kanter was escorted out by the police.



MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
OCTOBER 23, 2017
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046

Ms. Korman wanted it put on the record that the comment Mr. Kanter made about her comment regarding the park was not accurate.

MANAGER'S REPORT

Mr. Sheola commented on the DEP loan for the sunset dam. He stated that he has not yet received all of the documentation on the loan. He will report when it is received. He stated that the Pollard Road water main pre-construction meeting was held. The work will start after Halloween. Ms. Korman asked what the traffic disruption will be during the construction. The road will be closed but there will be access points. Notices regarding the closure will be hand delivered to the home owners. The road will be open and accessible to all emergency vehicles. Mr. Sheola spoke about the alarms on the water system. Ms. Horst stated that she wanted to make sure that we follow through with putting the alarms on the water system. Mr. Sheola stated that the new police cars should be delivered to the Borough within the next 90 days. Ms. Korman stated that street cleaning was going on during rush hour. Mr. Sheola stated that he will speak with DPW regarding this. Ms. Korman requested that the eBlast contain a message that there will be traffic delays for the construction on Pollard Road. Mr. Sheola stated that on November 6th at 10 am and 7:30 pm, two informational sessions will be held regarding the drafting of the new sign ordinance.

***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**

R161-17, Authorization for the payment of bills
R162-17, Authorizing the refund of an overpayment of taxes
R162-17, Cancellation of Sewer Capital Ordinance balance from 2005

***APPROVAL OF MINUTES**

Regular minutes of October 9, 2017, (Barrett not eligible)
Executive minutes of October 9, 2017, (Barrett not eligible)

1) APPROVAL OF REPORTS FOR FILING *(reports are included only if checked)*

- ☒ Construction Department
- ☒ Department of Public Works
- ☒ Finance
- ☒ Fire Department
- ☒ Health Department
- ☒ Police Department
- ☒ Recreation Department
- ☒ Property maintenance report

***BOARD AND COMMITTEE AND COMMISSION APPOINTMENTS**

Marla Ravin as a regular member of the Health Commission with a term running through 12/31/19
MJ O'Leary as a regular member of the Health Commission with a term running through 12/31/17
Kevin Duvall as Alternate #1 of the Health Commission with a term running through 12/31/17
Kelly Walsh as Alternate #2 of the Health Commission with a term running through 12/31/17
Karen Ferguson Macleod to the Woodlands Committee

Approval of the Consent Agenda

Council member	M	2nd	Yes	No	Abstain	Absent
Barrett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Happer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Horst	<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
OCTOBER 23, 2017
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Korman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shepherd	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Holmberg	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COUNCIL REPORTS

Ms. Korman stated that the Environmental Commission is looking at the water plan. She stated that the Highlands Coalition has a very active lakes group. She suggested that the Lakes committee might be interested to know this. She stated that the commission is getting high schools students involved in the Environmental Commission and Shade Tree. She asked everyone to spread the word. Ms. Horst stated that the Borough was awarded the Silver award for Sustainable Jersey. She stated that we need to keep the momentum. She mentioned that the Borough is eligible for grants due to our level. Mr. Happer stated that the Historic Preservation will be holding an open house. Mr. Shepherd stated that Economic Development Committee will be meeting next month. Ms. Barnett stated that Shade Tree is very busy with the prune and remove program. She stated that the town survey results were discussed with the Recreation Committee. Summer employment is being discussed. She stated that a Shared Services meeting was held.

PUBLIC COMMENT

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

Mayor Holmberg opened the meeting to the public.

There was no one from the public wishing to speak.

NEXT STEPS AND PRIORITIES

Mayor Holmberg reviewed the following next steps and priorities:

Next Step	Completed by	Date of completion
Invite Chief Bennett to a Council meeting to discuss his attendance at the FBI academy	Mr. Sheola	Next meeting
Water Alarm installation status	Mr. Sheola	Next meeting
Determine what type of grants are available to the town in light of the Borough receiving a Silver level in the Sustainable New Jersey program	Mr. Sheola to reach out to the Environmental Commission	Next meeting

ADJOURNMENT at 8:55 P.M.

Motion made by Councilmember Happer, second by Councilmember Barrett to adjourn the meeting at 8:55 p.m., with all members in favor signifying by "Aye".

Respectfully Submitted

Valerie A Egan Borough Clerk