



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES  
HELD AT THE MUNICIPAL BUILDING, 400 BOULEVARD, MOUNTAIN LAKES NJ  
JANUARY 22, 2018  
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) COMMUNITY ANNOUNCEMENTS**

**5) SPECIAL PRESENTATIONS**

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

**7) 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.

**8) BOROUGH COUNCIL DISCUSSION ITEMS**

- a) Update on Property Tax Deduction Issues
- b) Final Review: 2017 Borough Council Goals and Objectives
- c) Discussion: 2018 Borough Council Goals and Objectives

**9) ATTORNEY'S REPORT**

**10) MANAGER'S REPORT**

- a) Recreation presentation by Recreation Director Audrey Lane

**11) ORDINANCES**

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

---

**12) \*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.*

**13) \*RESOLUTIONS**

- R54-18, Authorization to pay bills
- R55-18, Authorization of a budget transfer
- R56-18, Authorization for tax lien redemption, B80 L57
- R57-18, Authorization for a refund of a tax overpayment, B17 L4



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES  
HELD AT THE MUNICIPAL BUILDING, 400 BOULEVARD, MOUNTAIN LAKES NJ  
JANUARY 22, 2018  
PUBLIC SESSION BEGINS AT 8:00 PM**

*R58-18, Authorization to enter into an agreement with Employee Benefits Consulting Services Group for the marketing of Employee Dental Benefits*

*R59-18, Authorization to enter into a contract with Phillips Priess Grygiel for Planning Services*

*R60-18, Authorization to enter into a interlocal agreement for health services with the Township of Bloomfield*

*R61-18, Authorization to enter into an agreement with Phoenix Advisors for secondary market disclosure obligations*

*R62-18, Authorization to enter into an interlocal agreement with Madison Borough for IT services*

**14) \*APPROVAL OF MINUTES**

**Regular minutes**

*January 3, 2018, (Happer not eligible)*

**15) \*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

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

*Nick Coppola to the Planning Board as Class IV Member, Environmental Commission Representative through 12/31/21*

*Margaret DeWitt to the Historic Preservation Committee through 12/31/18*

*Gordon Stuss to the Traffic and Safety Committee through 12/31/18*

---

**17) COUNCIL REPORTS**

**18) PUBLIC COMMENT**

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

**19) NEXT STEPS AND PRIORITIES**

**20) ADJOURNMENT**



## **BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

# **Final Review: 2017 Borough Council Goals and Objectives**

---

### **Fiscal Strength & Accountability: Ensure responsible, efficient use of resources**

- Adopt 2017 Operating Budget and 2017 Capital Budget in alignment with strategic priorities
- Perform timely quarterly budget review
- Finalize the 10-year capital plan assessing the long-range needs of the community to ensure effective management of capital assets
- Evaluate the status of service delivery and evaluate opportunities for expanded shared services over the short, medium and longer term horizons

### **Openness & Responsiveness: Inform and engage the community**

- Develop strategy to better inform and receive feedback from community residents about local government policies, actions and initiatives
- Foster volunteerism that is inclusive, connected and collaborative
- Enhance communication and collaboration with ML schools and other community partners

### **Services & Infrastructure: Provide high quality services, programs and infrastructure**

- Ensure renovations at Island Beach and Birchwood Lake are completed on budget and in a timely manner
- Ensure Sunset Dam project is on schedule and explore all outside sources of project funding
- Develop comprehensive plan for addressing Public Safety/Borough Hall facility needs

### **Environmental Stewardship & Community Development: Preserve ML's environmental resources and foster the unique character of the community**

- Provide support for environmental educational and conservation initiatives
- Re-establish an economic development committee focusing on long-range planning for redevelopment consistent with ML's master plan

### **FOUR PILLARS help track performance:**

|                        |  |
|------------------------|--|
| <b>EFFICIENCY:</b>     | Is it being done efficiently and on time?  |
| <b>BUDGET:</b>         | Is it on budget?                           |
| <b>COMMUNITY:</b>      | Does it benefit the community?             |
| <b>COMMUNICATIONS:</b> | Are we communicating about it effectively? |



## **BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

### **Discussion: 2018 Borough Council Goals and Objectives**

## **DRAFT**

---

#### **Fiscal Strength & Accountability: Ensure responsible, efficient use of resources**

- Adopt 2018 Operating Budget and 2018 Capital Budget in alignment with strategic priorities
- Perform timely quarterly budget review
- Finalize 10-year capital plan assessing the long-range needs of the community to ensure effective management of capital assets
- Identify opportunities for expanded shared services

#### **Openness & Responsiveness: Inform and engage the community**

- Support continued improvement of communications to residents: "push" news and alerts; social media; heavy coverage of news regarding capital projects
- Foster volunteerism that is inclusive, connected and collaborative: focus on new volunteer orientation, volunteer recruitment, and committee/commission goal-setting
- Enhance communication and collaboration with schools, community organizations, local businesses, county officials, and neighboring communities

#### **Services & Infrastructure: Provide high quality services, programs and infrastructure**

- Finalize revised plans for Island Beach and Birchwood Lake facilities and ensure project is completed on budget and in a timely manner
- Adopt final plan to address Public Safety/Borough Hall facility needs and support preparations for maintained Borough operations while construction/renovation work is being completed
- Ensure other projects (Cove Park improvements, Sunset Dam, street resurfacing) are completed on time and on budget
- Complete review of survey findings and address service issues identified in the survey

#### **Environmental Stewardship & Community Development: Preserve ML's environmental resources and foster the unique character of the community**

- Provide support for environmental education and sustainability initiatives: emerald ash borer; invasive species; water conservation; landfill reduction and recycling
- Support economic development activities: Borough marketing plan; initiatives to increase commercial rates; targeted redevelopment plans



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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

400 Boulevard  
Mountain Lakes, NJ 07046  
P -973-334-3131 ext .2006  
F -973-402-5595

TO: Honorable Mayor and Borough Council  
SUBJ: Manager's Report  
CC: Valerie Egan, Borough Clerk  
Robert Oostdyk, Borough Attorney  
Page 1 of 2

The following represents the Manager's report for the meeting of January 22, 2018

**Sewer Utility** – After recognizing that the sewer utility revenues were severely lagging from projections, it was discovered that the rate increase approved in November 2016 had not been applied to the invoicing program, resulting in a revenue shortfall of approximately \$120,800. The amount will need to be invoiced as an adjustment with the first quarter 2018 water / sewer billing. We have estimated the **average** adjustment will be approximately \$80.

I recommend that the quarterly water / sewer bill be mailed in a regular business envelope with a letter of explanation. Customers will have a grace period to pay the adjustment until June 30, 2018. Payments for the adjustment paid after the June 30<sup>th</sup> deadline will result in the standard late payment penalty of 8% per annum.

**Budget** – Work continues on the 2018 budget for the Borough and its two utilities. Introduction of the budget is still planned for discussion in March.

**Borough Facebook Page** – After receiving much interest, we have launched a Borough of Mountain Lakes Facebook page. As of last week, 324 people have "liked" the page, and 354 are following the page.

**Property Tax Prepayments** – Due to the sudden change to our federal tax laws, our staff handled 304 2018 property tax pre-payments for totaling \$3,792,083.23. The majority of payments were for the 1st and 2nd quarter. With the holiday season in full swing, we were at minimum staffing when this occurred. Everyone who was working was amazing.

TO: Honorable Mayor and Borough Council  
SUBJ: Manager's Report  
CC: Valerie Egan, Borough Clerk  
Robert Oostdyk, Borough Attorney  
Page 2 of 2

**Broadcast Email System** – We have successfully switched the broadcast email over to a new provider (Constant Contact). The new system allows for a wide variety of options and ease of use (at a lower price). We have received a number of compliments regarding the changes to the email (and also to our Facebook page).

**Missing Dog / Coyote Attack** – MLPD took a report of a missing dog. Soon after the report, blood was discovered in the woods, leading some to conclude that a coyote attacked and killed the dog. The conclusion was based on the fact that there have been recent coyote sightings. There has been no confirmation that the dog was attacked or killed by a coyote or any other animal.

Chief Bennett has been on top of this issue, and MLPD has responded empathetically and professionally. The public was notified through the MLPD and Borough Facebook pages, and also through an e-blast. Chief Bennett made my job easy, as his responses were on point and I only had to repeat what he had announced.

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

**Mitchell**

---

---

**BOROUGH OF MOUNTAIN LAKES**  
**INTEROFFICE MEMORANDUM**

---

---

**TO:** HONORABLE MAYOR & BOROUGH COUNCIL  
**SUBJECT:** RESOLUTION & ORDINANCE OVERVIEWS – JANUARY 22, 2018  
**DATE:** JANUARY 18, 2018  
**CC:** MITCHELL STERN – BOROUGH MANAGER  
ROBERT OOSTDYK – BOROUGH ATTORNEY

The following Resolutions are on the Agenda for the meeting of January 22, 2018.

---

**R55-18, Budget Transfer** - this resolution authorizes budget transfers from Salary and Wages and Other Expenses in the amount of \$39,424.00 to allow for needed expenditures in Police and Streets & Roads salaries and to LOSAP and Dog Regulation-other expenses. An explanation by the CFO is attached to the resolution.

**R56-18, Redemption of a Tax Title Lien** – this resolution authorizes redemption of tax lien #2017-003 for 2016 municipal charges on B 80 L57 in the amount of \$6,319.82

**R57-18, Refund of an Overpayment of Taxes** – this resolution authorizes a refund in the amount of \$1,000 for the overpayment of 2<sup>nd</sup> qtr. 2015 taxes for B 17 L4.

**R58-18, Authorizing a Contract with Employee Benefits Consulting Services Group** – this resolution authorizes Employee Benefits Consulting Services Group, LLC as the agent responsible for the Borough's employee dental benefits. The contract amount has not changed. This service is a continuation of our prior provider.

**R59-18, Authorizing a Contract with Phillips Preiss Grygiel LLC** – this resolution authorizes a contract with Phillips Preiss Grygiel LLC as the Borough's Planner for 2018. This contract has risen 3.2% from last year. This service is a continuation of our prior provider.

**R60-18, Authorizing an Interlocal Agreement with Bloomfield Township** – this resolution authorizes an interlocal agreement with Bloomfield Township for Health Services for the years 2018 through 2022. Increases are between 1% to 2% for individual years. This service is a continuation of our prior provider.

**R61-18, Authorizing a Contract with Phoenix Advisors, LLC** – this resolution authorizes a contract with Phoenix Advisors as the Borough's Continuing Disclosure Agent and Independent Registered Municipal Advisor in regard to filing reports for the municipality's bonding. The fee for this service has not changed from last year. This service is a continuation of our prior provider.

**R62-18, Authorizing a Interlocal Agreement with the Borough of Madison** – this resolution authorizes an interlocal agreement with Madison Borough to provide IT services. The contract has risen 2% from last year. This service is a continuation of our prior provider.

There are no ordinances on this agenda.

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

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

**RESOLUTION 54-18**

**"RESOLUTION AUTHORIZING THE PAYMENT OF BILLS"**

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the current bills, dated January 22, 2018 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

\_\_\_\_\_  
Valerie A. Egan, Municipal Clerk

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

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

Meeting Date: 01/22/2018 For bills from 12/29/2017 to 01/18/2018

| Check# | Vendor                                     | Description                                  | Payment      | Check Total  |
|--------|--|--|--------------|--------------|
| 13739  | 196 - ALLIED OIL COMPANY, LLC              | PO 18033 DPW - UNLEADED FUEL - BLANKET       | 4,059.36     | 4,059.36     |
| 13740  | 220 - ATLANTIC SALT, INC.                  | PO 18253 DPW - SNOW REMOVAL - BLANKET        | 11,167.29    | 11,167.29    |
| 13741  | 3231 - BERGEN/PASSAIC REGISTRAR'S ASSOCIAT | PO 18344 2018 MEMBERSHIP APPLICATION         | 60.00        | 60.00        |
| 13742  | 269 - BEYER FORD, LLC                      | PO 17314 DPW VEHICLE REPAIRS/MAINTENANCE-BLA | 8.69         | 8.69         |
| 13743  | 3828 - BOROUGH OF MADISON                  | PO 17126 SHARED INFORMATION TECHNOLOGY SERVI | 559.00       | 559.00       |
| 13744  | 2828 - BROWNELLS, INC.                     | PO 18273 POLICE: Firearms Cleaning Supplies  | 47.76        | 47.76        |
| 13745  | 542 - CAIN & SONS FIRE EQUIPMENT, INC      | PO 18223 FIRE DEPT: FIRE EXTINGUISHERS       | 144.00       | 144.00       |
| 13746  | 2775 - CAPITOL SUPPLY CONSTRUCT PROD, INC  | PO 17705 WATER DEPARTMENT - EQUIPMENT - BLAN | 187.44       | 187.44       |
| 13747  | 3650 - CARA FOX                            | PO 18293 WELCOME RECEPTION                   | 63.20        | 63.20        |
| 13748  | 3762 - CARTRIDGE WORLD                     | PO 18205 ADMIN: RICOH COPIER                 | 509.97       | 509.97       |
| 13749  | 545 - CERTIFIED SPEEDOMETER SVC., INC      | PO 18179 POLICE: Vehicle Calibration         | 197.50       | 197.50       |
| 13750  | 456 - CHADLER SOLUTIONS, LLC               | PO 18341 2018 VOL FIREARMS INS. ACCIDENT & S | 36.72        | 36.72        |
| 13751  | 2658 - CHEMSEARCH                          | PO 16733 DPW - VEHICLE REPAIR & MAINTENANCE  | 858.05       | 858.05       |
| 13752  | 2242 - CINTAS CORPORATION NO. 2            | PO 16728 DPW - PERSONAL SAFETY EQUIPMENT - B | 74.12        |              |
|        |  | PO 18270 BORO HALL FIRST AID SUPPLIES/ CUST# | 67.10        | 141.22       |
| 13753  | 3783 - CINTAS, CORP. - UNIFORM RENTALS     | PO 17760 DPW - UNIFORMS - BLANKET            | 280.36       |              |
|        |  | PO 17760 DPW - UNIFORMS - BLANKET            | 304.67       |              |
|        |  | PO 17760 DPW - UNIFORMS - BLANKET            | 182.81       | 767.84       |
| 13754  | 3184 - CONSTELLATION NEWENERGY, INC        | PO 18289 ACCT: 1-G6Z3UI - STREET LIGHTING SE | 654.39       | 654.39       |
| 13755  | 1481 - CORE & MAIN, LP                     | PO 17602 WATER DEPARTMENT - EQUIPMENT REPAIR | 894.00       |              |
|        |  | PO 18247 WATER DEPARTMENT - EQUIPMENT        | 3,840.00     | 4,734.00     |
| 13756  | 3460 - CORE PROMOTIONS, LLC                | PO 18196 TRAFFIC & SAFETY COMMITTEE: WRIST B | 364.43       | 364.43       |
| 13757  | 3190 - COUNTY OF MORRIS                    | PO 18325 2017 ADDED & OMITTED TAX ASSESSMENT | 12,081.16    | 12,081.16    |
| 13758  | 3190 - COUNTY OF MORRIS                    | PO 18326 2017 ADDED & OMITTED TAX ASSESSMENT | 434.99       | 434.99       |
| 13759  | 2396 - COUNTY WELDING SUPPLY CO.           | PO 16906 DPW - EQUIPMENT & TOOLS - BLANKET   | 42.50        | 42.50        |
| 13760  | 2147 - CCTMO LLC                           | PO 18353 JAN 2018 - CELL TOWER REIMBURSEMENT | 1,725.05     | 1,725.05     |
| 13761  | 3382 - CUSTOM BANDAG                       | PO 18160 WORK ORDER# 50132906 - JOHN DEERE B | 1,344.30     |              |
|        |  | PO 18160 WORK ORDER# 50132906 - JOHN DEERE B | 1,344.30     | 2,688.60     |
| 13762  | 576 - DAVE'S TIRE, LLC                     | PO 18246 POLICE DEPARTMENT - VEHICLE REPAIR  | 505.04       |              |
|        |  | PO 18314 DPW - EMERGENCY VEHICLE REPAIR      | 470.00       | 975.04       |
| 13763  | 2079 - TREASURER, STATE OF NEW JERSEY      | PO 18290 OCT - DEC 2017 MARRIAGE LICENSE FEE | 25.00        | 25.00        |
| 13764  | 652 - DOVER BRAKE AND CLUTCH CO. INC       | PO 18356 EMERGENCY FIRE TRUCK REPAIR - ACCT# | 1,846.66     | 1,846.66     |
| 13765  | 3367 - NEW JERSEY EZ PASS                  | PO 18272 POLICE: E-Z PASS REPLENISHMENT PAYM | 500.00       | 500.00       |
| 13766  | 3367 - NEW JERSEY EZ PASS                  | PO 18298 VIOLATION T031790357343-00001 - ACC | 15.00        | 15.00        |
| 13767  | 769 - FOREST LUMBER                        | PO 17384 DPW - EQUIPMENT & TOOLS             | 33.47        | 33.47        |
| 13768  | 814 - GARDEN STATE HIGHWAY PRODUCTS        | PO 18255 DPW - BUILDING MAINTENANCE          | 118.00       | 118.00       |
| 13769  | 876 - GARDEN STATE LABORATORIES, INC       | PO 16774 WATER DEPARTMENT - WATER TESTING- B | 944.00       | 944.00       |
| 13770  | 924 - HOBBIE HEAT & POWER, INC.            | PO 18173 BOROUGH HALL MAINTENANCE            | 182.00       |              |
|        |  | PO 18308 DPW - BUILDING MAINTENANCE          | 3,070.25     | 3,252.25     |
| 13771  | 911 - HOME DEPOT CREDIT SERVICES           | PO 18310 DPW - EQUIPMENT & TOOLS             | 158.13       | 158.13       |
| 13772  | 3306 - INTERSTATE BATTERY OF NJ DIST #4573 | PO 18027 DPW - VEHICLE REPAIR - BLANKET      | 121.25       |              |
|        |  | PO 18027 DPW - VEHICLE REPAIR - BLANKET      | 1.44         |              |
|        |  | PO 18132 DPW - VEHICLE REPAIR - BLANKET      | 400.00       |              |
|        |  | PO 18132 DPW - VEHICLE REPAIR - BLANKET      | 98.63        | 621.32       |
| 13773  | 859 - JCP&L                                | PO 18284 ACCT# 100 050 702 156 - BILLING PRD | 4.96         |              |
|        |  | PO 18285 ACCT# 100 075 505 725 - BILLING PRD | 3.32         |              |
|        |  | PO 18286 MAST ACCT# 200 000 054 011/ BILL DA | 6.07         |              |
|        |  | PO 18287 MASTER ACCT# 200 000 569 000 / BILL | 3,167.65     | 3,182.00     |
| 13774  | 1074 - JW PIERSON CO.                      | PO 16727 DPW - DIESEL FUEL - BLANKET         | 1,231.41     | 1,231.41     |
| 13775  | 1090 - KENVIL POWER MOWER                  | PO 16735 STREET & ROADS - BLANKET            | 79.30        | 79.30        |
| 13776  | 3796 - KUPEX EXTERIORS, LLC                | PO 16551 RE-ROOFING PROJECT BORO HALL RESOLU | 960.00       | 960.00       |
| 13777  | 2562 - L-SOFT INTERNATIONAL INC.           | PO 18193 2017 DELIVERY CHARGES FOR E-BLAST   | 359.98       | 359.98       |
| 13778  | 3171 - MCCPC                               | PO 18283 2018 MEMBERSHIP FEE                 | 1,100.00     | 1,100.00     |
| 13779  | 3866 - MOBILE POWER, INC.                  | PO 18264 WATER DEPARTMENT - VEHICLE REPAIR   | 145.00       | 145.00       |
| 13780  | 3648 - MONMOUTH TELECOM                    | PO 18295 JAN 2018 TELEPHONE SERVICES / ACCT# | 1,501.75     | 1,501.75     |
| 13781  | 3033 - MORRIS COUNTY TAX COLLECTORS        | PO 18329 TAX COLLECTOR: 2018 MEMBERSHIP APPL | 40.00        | 40.00        |
| 13782  | 1266 - MORRIS CTY ALL. ACTIVE FIRE CHIEFS  | PO 18338 2017 CHIEF ALLIANCE DUES            | 25.00        | 25.00        |
| 13783  | 1295 - MORRIS CTY MUNICIPAL UTILITIES      | PO 18258 SOLID WASTE TIPPING FEES - OCTOBER  | 11,265.95    | 11,265.95    |
| 13784  | 2360 - MOUNTAIN LAKES AUTO SPA, CORP.      | PO 17965 POLICE DEPARTMENT - CAR WASHES -OCT | 35.00        | 35.00        |
| 13785  | 1371 - MTN. LAKES BOARD OF EDUCATION       | PO 18351 JANUARY 2018 MTN LAKES SCHOOL DISTR | 1,863,978.74 | 1,863,978.74 |
| 13786  | 1394 - MTN. LAKES PUBLIC LIBRARY           | PO 18350 JANUARY 2018 MTN LAKES PUBLIC LIBRA | 43,000.00    | 43,000.00    |
| 13787  | 1472 - MURPHY, MCKEON P.C.                 | PO 18335 2017/2018 PROFESSIONAL SERVICES     | 6,086.66     | 6,086.66     |
| 13788  | 881 - NCX                                  | PO 18321 BLANKET: 2018 DNS HOSTING / ACCT# G | 19.95        | 19.95        |
| 13789  | 1533 - NJ DEPT OF COMMUNITY AFFAIRS        | PO 18282 4Q2017 STATE TRAINING FEES          | 2,540.00     | 2,540.00     |

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

Meeting Date: 01/22/2018 For bills from 12/29/2017 to 01/18/2018

| Check# | Vendor                                     | Description                                  | Payment   | Check Total  |
|--------|--|--|-----------|--------------|
| 13790  | 3772 - DCRP                                | PO 18291 PLAN# 316149 - DCRP PREMIUM 12/01/1 | 27.20     | 27.20        |
| 13791  | 3910 - NJLCV                               | PO 18342 2018 NJ MAYORS' CLIMATE SUMMIT      | 10.00     | 10.00        |
| 13792  | 1554 - NJ PLANNING OFFICIALS, INC.         | PO 18280 PLANNING & ZONING: 2018 DUES        | 370.00    | 370.00       |
| 13793  | 1562 - NJLM                                | PO 18345 2018 MEMBERSHIP DUES                | 487.00    | 487.00       |
| 13794  | 3683 - NJMMA                               | PO 18219 2018 ANNUAL MEMBERSHIP FEE          | 220.00    | 220.00       |
| 13795  | 2676 - NORTH JERSEY COPY                   | PO 18220 ADMIN: BORO MANAGER BUSINESS CARDS  | 109.00    | 109.00       |
| 13796  | 2727 - ONE CALL CONCEPTS, INC.             | PO 16886 2017 JAN - DEC BLANKET / ACCT# 12-B | 103.75    | 103.75       |
| 13797  | 3659 - OPTIMUM                             | PO 18322 JAN 2018 BORO INTERNET FEES: ACCT#  | 100.58    | 100.58       |
| 13798  | 2968 - OPTIMUM (DPW)                       | PO 18323 JAN 2018 DPW INTERNET SERVICES ACCT | 110.55    | 110.55       |
| 13799  | 2968 - OPTIMUM (DPW)                       | PO 18324 JAN 2018 DPW: ACCT# 07876-414565-01 | 10.67     | 10.67        |
| 13800  | 3173 - OPTIMUM                             | PO 18347 ACCT# 07876-603439-01-8 / BILL PRD: | 70.65     | 70.65        |
| 13801  | 479 - PARKER PUBLICATIONS                  | PO 18269 ACCT# 010902 / PLANNING BOARD/ ZBOA | 54.05     | 54.05        |
| 13802  | 3113 - PHILLIPS PREISS GRYGIEL LLC         | PO 18265 NOVEMBER 2017 PROFESSIONAL SERVICES | 37.50     | 37.50        |
| 13803  | 3900 - QUIRK, INC                          | PO 18206 ARCHIVE STORAGE - NOVEMBER 2017     | 118.26    |              |
|        |  | PO 18288 ARCHIVE STORAGE - DECEMBER 2017     | 69.16     | 187.42       |
| 13804  | 2397 - ROCKAWAY AUTO RESOURCES, LLC        | PO 17707 DPW - VEHICLE REPAIR & MAINTENANCE  | 343.19    |              |
|        |  | PO 17762 POLICE DEPARTMENTS - VEHICLE REPAIR | 110.03    |              |
|        |  | PO 18306 WATER DEPARTMENT - VEHICLE REPAIR   | 160.99    | 614.21       |
| 13805  | 3011 - SAMUEL TRIMBLE                      | PO 18275 POLICE: TUITION REIMBURSEMENT       | 271.33    | 271.33       |
| 13806  | 3011 - SAMUEL TRIMBLE                      | PO 18276 POLICE: TUITION REIMBURSEMENT       | 11,742.00 | 11,742.00    |
| 13807  | 1948 - SHEAFFER SUPPLY, INC.               | PO 16781 DPW & WATER - BLANKET FOR 1ST QTR 2 | 53.95     | 53.95        |
| 13808  | 2470 - SKYLANDS AREA FIRE EQUIP & TRAINING | PO 18203 FIRE DEPT: QUOTE #5206              | 2,539.67  |              |
|        |  | PO 18203 FIRE DEPT: QUOTE #5206              | 4,850.91  | 7,390.58     |
| 13809  | 2774 - STAPLES BUSINESS ADVANTAGE          | PO 18241 POLICE DEPT: ORDER# 718902868       | 115.23    |              |
|        |  | PO 18267 ORDER# 7189378101                   | 46.27     |              |
|        |  | PO 18274 POLICE: OFFICE SUPPLIES - ORDER# 71 | 53.70     | 215.20       |
| 13810  | 3903 - TCF EQUIPMENT FINANCE               | PO 18352 POLICE CAR LEASE - FEBRUARY / CUST# | 2,247.19  | 2,247.19     |
| 13811  | 3551 - THE SAFARILAND GROUP                | PO 18242 POLICE DEPT: Training for Ptl. Wals | 100.00    | 100.00       |
| 13812  | 1343 - TILCON NY, INC                      | PO 17704 DPW - QUARRY PROCESS - BLANKET      | 518.25    | 518.25       |
| 13813  | 603 - TOWNSHIP OF DENVILLE                 | PO 18349 2Q18 PROPERTY TAXES - TOWPATH       | 1,079.82  | 1,079.82     |
| 13814  | 1536 - TREAS, STATE OF NJ - D.O.H.         | PO 18339 DECEMBER 2018 DOG LICENSING FEES    | 1.20      | 1.20         |
| 13815  | 189 - TRUE VALUE HARDWARE                  | PO 17494 DPW - STREETS & ROADS - BLANKET     | 87.28     |              |
|        |  | PO 18185 POLICE DEPARTMENT/ACCT# 001413 - D  | 100.67    |              |
|        |  | PO 18260 PARKS & RECREATION - CHRISTMAS TREE | 107.72    |              |
|        |  | PO 18254 DPW - DRAINS/PIPES/CATCHBASINS      | 537.60    | 833.27       |
| 13816  | 1736 - TWP OF PARSIPPANY - TROY HILLS      | PO 18348 JANUARY 2018 SEWER MAINTENANCE CHAR | 33,373.00 | 33,373.00    |
| 13817  | 2536 - UNUM LIFE INSURANCE COMPANY         | PO 18320 JAN 2018 STD/LTD / LIFE INSURANCE   | 2,883.32  | 2,883.32     |
| 13818  | 2135 - VERIZON WIRELESS                    | PO 18340 ACCT# 882388054-00001 / DEC 05 TO J | 648.67    | 648.67       |
| 13819  | 2161 - WELDON ASPHALT, INC.                | PO 17432 DPW - POTHOLE REPAIRS - BLANKET     | 399.00    | 399.00       |
| 13820  | 2182 - WEST CHESTER MACHINERY & SUPPLY CO. | PO 17670 DPW - PICKUP TRUCK REPLACEMENT - CA | 5,340.00  | 5,340.00     |
| TOTAL  |  |  |           | 2,055,182.13 |

## Summary By Account

| ACCOUNT           | DESCRIPTION                    | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|-------------------|--------------------------------|------------|--------------|---------------|--------|
| 01-201-20-100-020 | GENERAL ADMIN - OTHER EXPENSE  | 1,807.00   |              |               |        |
| 01-201-20-110-020 | MAYOR & COUNCIL - OTHER EXP'S  | 10.00      |              |               |        |
| 01-201-20-120-020 | MUNICIPAL CLERK - OTHER EXP'S  | 60.00      |              |               |        |
| 01-201-20-140-020 | COMPUTER SERVICES              | 131.20     |              |               |        |
| 01-201-20-145-020 | TAX COLLECTOR - OTHER EXPENSES | 40.00      |              |               |        |
| 01-201-20-155-020 | LEGAL SERVICES - OTHER EXPENSE | 4,166.66   |              |               |        |
| 01-201-21-180-020 | PLANNING BOARD - OTHER EXPENSE | 185.00     |              |               |        |
| 01-201-21-185-020 | BD OF ADJUST - OTHER EXPENSES  | 185.00     |              |               |        |
| 01-201-23-210-020 | INSURANCE - LIABILITY          | 36.72      |              |               |        |
| 01-201-23-220-020 | GROUP INSURANCE PLANS-EMPLOYEE | 2,883.32   |              |               |        |
| 01-201-25-240-020 | POLICE DEPT - OTHER EXPENSES   | 2,247.19   |              |               |        |
| 01-201-26-290-020 | STREETS & ROADS - OTHER EXP.   | 110.55     |              |               |        |
| 01-201-26-315-020 | VEHICLE REPAIRS & MAINTENANCE  | 2,316.66   |              |               |        |
| 01-201-29-390-020 | AID TO PUBLIC LIBRARY          | 43,000.00  |              |               |        |

## Summary By Account

| ACCOUNT           | DESCRIPTION                              | CURRENT YR       | APPROP. YEAR     | NON-BUDGETARY       | CREDIT              |
|-------------------|--|------------------|------------------|---------------------|---------------------|
| 01-201-31-440-020 | TELECOMMUNICATIONS                       | 1,464.28         |                  |                     |                     |
| 01-203-20-100-020 | (2017) GENERAL ADMIN - OTHER EXPENSE     |                  | 1,328.00         |                     |                     |
| 01-203-20-110-020 | (2017) MAYOR & COUNCIL - OTHER EXP'S     |                  | 63.20            |                     |                     |
| 01-203-20-140-020 | (2017) COMPUTER SERVICES                 |                  | 559.00           |                     |                     |
| 01-203-20-155-020 | (2017) LEGAL SERVICES - OTHER EXPENSE    |                  | 1,920.00         |                     |                     |
| 01-203-21-180-020 | (2017) PLANNING BOARD - OTHER EXPENSE    |                  | 56.77            |                     |                     |
| 01-203-21-185-020 | (2017) BD OF ADJUST - OTHER EXPENSES     |                  | 34.78            |                     |                     |
| 01-203-25-240-020 | (2017) POLICE DEPT - OTHER EXPENSES      |                  | 12,980.69        |                     |                     |
| 01-203-25-241-020 | (2017) TRAFFIC & SAFETY COMM. - OTHER EX |                  | 364.43           |                     |                     |
| 01-203-25-255-020 | (2017) FIRE DEPT - OTHER EXPENSES        |                  | 5,090.56         |                     |                     |
| 01-203-26-290-020 | (2017) STREETS & ROADS - OTHER EXP.      |                  | 16,021.95        |                     |                     |
| 01-203-26-305-020 | (2017) SOLID WASTE - OTHER EXPENSES      |                  | 10,911.86        |                     |                     |
| 01-203-26-306-020 | (2017) Recycling Tax                     |                  | 354.09           |                     |                     |
| 01-203-26-310-020 | (2017) BLDG & GROUNDS - MUNIC BLDG       |                  | 182.00           |                     |                     |
| 01-203-26-315-020 | (2017) VEHICLE REPAIRS & MAINTENANCE     |                  | 3,888.05         |                     |                     |
| 01-203-28-370-020 | (2017) PARKS & PLAYGROUNDS OTHER EXP.    |                  | 107.72           |                     |                     |
| 01-203-31-435-020 | (2017) ELECTRICITY - ALL DEPARTMENTS     |                  | 14.35            |                     |                     |
| 01-203-31-436-020 | (2017) ELECTRICITY - STREET LIGHTING     |                  | 3,822.04         |                     |                     |
| 01-203-31-440-020 | (2017) TELECOMMUNICATIONS                |                  | 618.81           |                     |                     |
| 01-203-31-447-020 | (2017) PETROLEUM PRODUCTS                |                  | 5,290.77         |                     |                     |
| 01-207-55-000-000 | LOCAL SCHOOL TAXES PAYABLE               |                  |                  | 1,863,978.74        |                     |
| 01-209-55-000-000 | COUNTY ADDED/OMITTED PAYABLE             |                  |                  | 12,081.16           |                     |
| 01-211-55-100-000 | COUNTY OPEN SPACE ADDED/OMITTED          |                  |                  | 434.99              |                     |
| 01-260-05-100     | DUE TO CLEARING                          |                  |                  | 0.00                | 2,003,037.59        |
| 01-290-55-000-001 | DUE TO NJ - DCA TRAINING FEES            |                  |                  | 2,540.00            |                     |
| 01-290-55-000-002 | DUE TO NJ - MARRIAGE LIC. FEES           |                  |                  | 25.00               |                     |
| 01-290-55-000-005 | DUE TO T-MOBILE - SPRINT FEES            |                  |                  | 1,725.05            |                     |
| <b>TOTALS FOR</b> | <b>Current Fund</b>                      | <b>58,643.58</b> | <b>63,609.07</b> | <b>1,880,784.94</b> | <b>2,003,037.59</b> |
| 02-200-40-700-340 | Clean Communities Grant                  |                  |                  | 1,344.30            |                     |
| 02-260-05-100     | DUE TO CLEARING                          |                  |                  | 0.00                | 1,344.30            |
| <b>TOTALS FOR</b> | <b>FEDERAL AND STATE GRANTS</b>          | <b>0.00</b>      | <b>0.00</b>      | <b>1,344.30</b>     | <b>1,344.30</b>     |
| 04-215-55-976-000 | 2012 Bond Ordinance 17-12                |                  |                  | 960.00              |                     |
| 04-215-55-982-000 | 2016 CAPITAL ORDINANCE 06-16             |                  |                  | 2,539.67            |                     |
| 04-215-55-983-000 | 2017 CAPITAL ORDINANCE 05-17             |                  |                  | 5,340.00            |                     |
| 04-260-05-100     | DUE TO CLEARING                          |                  |                  | 0.00                | 8,839.67            |
| <b>TOTALS FOR</b> | <b>General Capital</b>                   | <b>0.00</b>      | <b>0.00</b>      | <b>8,839.67</b>     | <b>8,839.67</b>     |
| 05-201-55-520-520 | Water Operating - Other Expenses         | 1,079.82         |                  |                     |                     |
| 05-203-55-520-520 | (2017) Water Operating - Other Expenses  |                  | 7,323.74         |                     |                     |
| 05-260-05-100     | DUE TO CLEARING                          |                  |                  | 0.00                | 8,403.56            |
| <b>TOTALS FOR</b> | <b>Water Operating</b>                   | <b>1,079.82</b>  | <b>7,323.74</b>  | <b>0.00</b>         | <b>8,403.56</b>     |
| 07-201-55-520-520 | Sewer Operating - Other Expenses         | 33,373.00        |                  |                     |                     |
| 07-203-55-520-520 | (2017) Sewer Operating - Other Expenses  |                  | 182.81           |                     |                     |
| 07-260-05-100     | DUE TO CLEARING                          |                  |                  | 0.00                | 33,555.81           |
| <b>TOTALS FOR</b> | <b>Sewer Operating</b>                   | <b>33,373.00</b> | <b>182.81</b>    | <b>0.00</b>         | <b>33,555.81</b>    |
| 13-260-05-100     | DUE TO CLEARING                          |                  |                  | 0.00                | 1.20                |
| 13-295-56-000-000 | DOG LICENSE FEES-DUE STATE NJ            |                  |                  | 1.20                |                     |
| <b>TOTALS FOR</b> | <b>Animal Trust</b>                      | <b>0.00</b>      | <b>0.00</b>      | <b>1.20</b>         | <b>1.20</b>         |

## Summary By Account


| ACCOUNT  | DESCRIPTION | CURRENT YR   | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|--|-------------|--------------|--------------|---------------|--------|
| <hr/>  |             |              |              |               |        |
| Total to be paid from Fund 01 Current Fund             |             | 2,003,037.59 |              |               |        |
| Total to be paid from Fund 02 FEDERAL AND STATE GRANTS |             | 1,344.30     |              |               |        |
| Total to be paid from Fund 04 General Capital          |             | 8,839.67     |              |               |        |
| Total to be paid from Fund 05 Water Operating          |             | 8,403.56     |              |               |        |
| Total to be paid from Fund 07 Sewer Operating          |             | 33,555.81    |              |               |        |
| Total to be paid from Fund 13 Animal Trust             |             | 1.20         |              |               |        |
|  |             | =====        |              |               |        |
|  |             | 2,055,182.13 |              |               |        |

## Checks Previously Disbursed

|       |                          |           |                                    |           |           |
|-------|--------------------------|-----------|------------------------------------|-----------|-----------|
| 13738 | TCF EQUIPMENT FINANCE    | PO# 18278 | POLICE CAR LEASE / CUST# 730289    | 2,247.19  | 1/17/2018 |
| 13737 | MORRIS COUNTY MUNICIPAL  | PO# 18332 | FY2018 1ST INSTALLMENT             | 96,461.49 | 1/16/2018 |
| 13736 | ANN PURCELL - PETTY CASH | PO# 18279 | TO ESTABLISH PETTY CASH FUND FOR 2 | 250.00    | 1/16/2018 |
|       |                          |           |                                    | -----     |           |
|       |                          |           |                                    | 98,958.68 |           |

|   |           |
|---|-----------|
| Total paid from Fund 01 Current Fund    | 84,489.42 |
| Total paid from Fund 05 Water Operating | 7,716.93  |
| Total paid from Fund 07 Sewer Operating | 6,752.33  |
|   | -----     |
|   | 98,958.68 |

Total for this Bills List: **2,154,140.81**



**List of Bills - (3310101001001) PROVIDENT BANK  
Recreation Trust**  
Meeting Date: 01/22/2018 For bills from 12/29/2017 to 01/18/2018

| Check# | Vendor                                 | Description                                  | Payment  | Check Total |
|--------|--|--|----------|-------------|
| 5128   | 3603 - CASCADE SCHOOL SUPPLIES         | PO 17555 SUMMER REC CAMP                     | 435.83   | 435.83      |
| 5129   | 3899 - ID CLOTHING COMPANY, LLC        | PO 18228 WRESTLING: HS ATHLETICS             | 643.33   | 643.33      |
| 5130   | 3908 - JENNIFER DEFAZIO                | PO 18263 REIMBURSEMENT: WRESTLING            | 159.24   | 159.24      |
| 5131   | 3904 - MAUREEN GRAMO                   | PO 18227 MOUNTAIN LAKES SENIORS: CHRISTMAS C | 150.00   | 150.00      |
| 5132   | 1620 - OTC BRANDS, INC                 | PO 18262 HANUKKAH/CHRISTMAS SUPPLIES ACCT# 6 | 96.72    | 96.72       |
| 5133   | 3442 - UNIVERSAL LACROSSE COMPANY, LLC | PO 18171 WRESTLING UNIFORMS                  | 1,881.00 | 1,881.00    |
| TOTAL  |  |  |          | 3,366.12    |

## Summary By Account

| ACCOUNT           | DESCRIPTION       | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT   |
|-------------------|-------------------|------------|--------------|---------------|----------|
| 33-101-01-001-001 | PROVIDENT BANK    |            |              | 0.00          | 3,366.12 |
| 33-600-00-090-102 | WRESTLING         |            |              | 2,683.57      |          |
| 33-600-00-090-112 | SPECIAL PROGRAMS  |            |              | 246.72        |          |
| 33-600-00-090-130 | SUMMER RECREATION |            |              | 435.83        |          |
| TOTALS FOR        | Recreation Trust  | 0.00       | 0.00         | 3,366.12      | 3,366.12 |

Total to be paid from Fund 33 Recreation Trust

3,366.12  
=====

3,366.12



**BOROUGH OF MOUNTAIN LAKES  
COUNTY OF MORRIS, NJ  
RESOLUTION 55-18**

**"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 &amp; WAGES:</u> |                           |                           |
| 01-203-22-195              | UNIFORM CONSTRUCTION CODE | 3,000.00                  |
| <u>OTHER EXPENSES:</u>     |                           |                           |
| 01-203-20-120              | MUNICIPAL CLERK           | 6,000.00                  |
| 01-203-26-290              | STREETS & ROADS           | 16,424.00                 |
| 01-203-23-210              | LIABILITY INSURANCE       | 14,000.00                 |
| <b>TOTAL</b>               |                           | <b><u>\$39,424.00</u></b> |

**TO:**

| <u>ACCOUNT NO.</u>         | <u>DESCRIPTION</u>            | <u>AMOUNT</u>             |
|----------------------------|-------------------------------|---------------------------|
| <u>SALARY &amp; WAGES:</u> |                               |                           |
| 01-203-25-240              | POLICE                        | 17,000.00                 |
| 01-203-26-290              | STREETS & ROADS               | 3,500.00                  |
| <u>OTHER EXPENSES:</u>     |                               |                           |
| 01-203-36-476              | LOSAP                         | 700.00                    |
| 01-203-27-340              | DOG REGULATION-OTHER EXPENSES | 18,224.00                 |
| <b>TOTAL</b>               |                               | <b><u>\$39,424.00</u></b> |

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 22, 2018.

\_\_\_\_\_  
Valerie A. Egan, Municipal Clerk

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

BOROUGH OF MOUNTAIN LAKES  
BUDGET TRANSFERS 2017  
EXPLANATION OF TRANSFERS

**Current Budget:**

**Funds Available**

Uniform Construction Code S&W

There are funds available because the new Construction Official is at a lower salary than the former Construction Official who retired. \$3,000

Municipal Clerk O/E

There are funds available in the elections and office supply line items. 6,000

Liability Insurance O/E

The Borough received a refund from the joint insurance fund towards the risk management fees, therefore funds are available in that line item. 14,000

Streets & Roads O/E

There are funds available in the snow removal line item for the purchase of salt and sand. 16,444

**Funds Needed**

Police S&W

Additional funds are needed to pay for overtime; Officer Trimble went to Puerto Rico to help with the relief efforts and we have not gotten reimbursed for his time yet. In addition, Officer Zacchini is still out on disability and overtime from other officers is needed to cover his shifts. 17,000

Streets & Roads S&W

Additional funds are needed to pay for overtime for snow removal. 3,500

LENGTH OF SERVICE AWARD PROGRAM (LOSAP)

The fire department had a few new members qualify for the LOSAP program so additional funds were needed in the budget. 700

DOG REGULATION O/E

A capital contribution is due to the Township of Montville for the construction of a new animal shelter. This amount was agreed upon in the signed 2015 shared service agreement for animal control services. 18,224

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

**RESOLUTION 56-18**

**"RESOLUTION AUTHORIZING THE REDEMPTION OF TAX TITLE LIEN 2016-003"**

**WHEREAS**, the Tax Collector has received payment for the redemption of **Tax Title Lien No. 2017-003**, representing 2016 Property Tax and/or Water and Sewer Utility charges on **Block 80 Lot 57, 12 Briarcliff Road**, and assessed to Michael P. Mc Aleer, and

**WHEREAS**, reimbursement is now required to be made to the following lien holder for the required redemption amounts as shown below:

|                          |   |                    |
|--------------------------|---|--------------------|
| To:                      | M & P Retirement Plan<br>PO Box 2051<br>Morristown, NJ 07962-2051 |                    |
| Redemption Amount:       | Tax Title Lien #2017-003  | \$ 2,919.82        |
|                          | Tax Premium   | <u>\$ 3,400.00</u> |
| Total from Current Fund: |   | \$ 6,319.82        |

**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 Treasurer be authorized to prepare the necessary check as stated above and to forward same to the lien holder.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be forwarded to the Borough Chief Financial Officer and Tax Collector.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 22, 2018.

\_\_\_\_\_  
Valerie A. Egan, Municipal Clerk

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

**BOROUGH OF MOUNTAIN LAKES**

**COUNTY OF MORRIS, NJ**

**RESOLUTION 57-18**

**"RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES"**

**WHEREAS**, the Tax Collector certifies that the following homeowner has an overpayment of taxes and the Homeowner has authorized the issuance of a refund.

**NOW THEREFORE BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that a warrant be drawn to **Richard & Myrna Elfenbein**, representing a refund of **2nd qrtr 2015**.

| Block | Lot | Name & Address                                   | Tax Year | Amount     |
|-------|-----|--|----------|------------|
| 17    | 4   | Richard & Myrna Elfenbein<br>20 Laurelwood Drive | 2015     | \$1,000.00 |

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 22, 2018.

\_\_\_\_\_  
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 58-18**

**"RESOLUTION RECOGNIZING EMPLOYEE BENEFITS CONSULTING SERVICES GROUP, LLC AS PRODUCER OF THE BOROUGH OF MOUNTAIN LAKES EMPLOYEE DENTAL BENEFITS PROGRAM"**

**WHEREAS**, the Borough of Mountain Lakes is a member town of the North Jersey Municipal Employee Benefits Fund (hereinafter "Fund"); and

**WHEREAS**, the bylaws of the Fund require that The Vozza Agency as the Fund Program Manager perform certain consulting, field, and marketing services to Fund members; and

**WHEREAS**, the Fund, recognizing that members may have existing relationships with a licensed broker/consultant, allow the member to appoint (subject to approval of the Fund and Program Manager) another firm to perform the portion of the professional consulting services normally provided by the Program Manager to the member municipality as detailed in the "Producers Agreement" attached hereto; and

**WHEREAS**, Employee Benefits Consulting Services Group, LLC has provided Mountain Lakes with consulting, field, and marketing services in connection with the employee dental benefits plan; and

**WHEREAS**, the Executive Committee of the Fund determines annually the fee payable to producers based on the Municipality's assessment which expenditure represents reasonable compensation for the services required and is included in the assessment for this fund and for **2018 is set at \$2.36 per employee per month**; and

**WHEREAS**, the nature of the Consultant's duties renders comparative bidding impractical and the amount paid is under the amount required for public bidding.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, that Employee Benefits Consulting Services Group, LLC is hereby recognized as Producer for employee dental benefits plan for **2018** and requests that the Fund authorize a sub-contract between the Fund's Program manager and Employee Benefits Consulting Services Group, 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 January 22, 2018.

\_\_\_\_\_  
Valerie A. Egan, Municipal Clerk

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

## PRODUCERS AGREEMENT

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter referred to as Municipality) and \_\_\_\_\_ (hereinafter referred to as Producer).

WHEREAS, the bylaws and risk management plan of the North Jersey Municipal Employee Benefits Fund (hereinafter referred to as Fund) require the Program Manager to provide, among other duties, various Field Service and Marketing activities to member local units of the Fund and;

WHEREAS, The Program Manager, subject to approval of the Fund's Executive Committee may allow said Field Service and Marketing activities to be performed by another qualified person or firm designated and duly requested and appointed by a member local unit to provide said services and;

WHEREAS, The (Borough or Town) \_\_\_\_\_ desire the professional services as outlined in this Agreement to be performed by Producer pursuant to the resolution adopted by the Fund member's Governing Body and;

WHEREAS, The Program Manager has agreed to sub-contract said services and the Executive Committee of the Fund has approved and authorized The Program Manager to enter into this sub-contract agreement at its meeting held on the \_\_\_\_\_ day of \_\_\_\_\_ 20 to be effective on \_\_\_\_\_ and;

WHEREAS, Producer shall comply with all Laws and Regulations governing the operations of Health Insurance Funds, as well as, N.J.S.A. 19:44A-20.4 et seq, if applicable, and adhere to a high level of professionalism in the performance of their duties under this Agreement.

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

- A. Evaluation of the Fund Member(s) requirements and coverage available through the Fund.
- B. Explanation of the various coverages available from the Fund and assist the Fund Member(s) in the selection of proper coverage.
- C. Preparation of applications, census data and disclosure forms, etc., required by the Fund.

- D. Presentation of the Fund's programs to officials of the Fund Member(s) and, when so directed by them, to the bargaining units and other covered persons, including employee meetings, etc., for the purpose of communicating and coordinating the installation of the Fund's program(s).
- E. Review the Fund's assessment (s) with the Fund Member(s) and assist the Fund Member(s) in the preparation of the Employee Benefits portion of its insurance budget.
- F. Assist the Fund Member(s) in reviewing the proposed plan document as prepared by the fund to make sure it is consistent with current benefit plans (prior document it was to replace if applicable), and other contractual requirements, including any amendments, thereto, prior to the final approval of said document.
- G. Act as a liaison between Fund Member(s), its covered persons, bargaining units etc. and The Program Manager as well as any other Fund Professional(s) to resolve coverage, claim and service issues.
- H. Act as a liaison between the Fund and the Fund member(s), its bargaining units and other covered persons for the purpose of providing ongoing member communications.
- I. Assist the Fund in achieving its objectives, which include, but are not limited to cost containment efforts, employee education/communication and problem resolution.
- J. Prepare employee communication documents concerning initial enrollment and the annual open enrollment, and coordinate the enrollment process between the Fund Member(s), The Program Manager and other Fund professionals.
- K. Consult with Fund Member(s) concerning plan design options in accordance with the Fund objectives. When requested by member town, provide advice and attendance with union negotiations regarding proposed plan changes and communicate any proposed changes to The Program Manager, within the Fund's Benefit Change Policy/Procedure for processing such change. Program Manager will present such changes for approval in accordance with the Fund's procedures. Coordinate all appropriate revisions to plan documents with The Program Manager as necessitated by such changes.
- L. Promptly communicate to The Program Manager, any written complaints or claim appeals received by the Producer and assist in the resolution of same according to Fund's policies and procedures.
- M. Maintain a complaint log on forms supplied by The Program Manager, expressed by Fund Member(s) and/or its covered persons including the resolution of the same. The log and report shall be submitted to The Program Manager by the fifth (5) working day of each month, covering prior month's activity.

N. Keep informed on the funds operations as to the extent allowed by the Fund and apprise Fund Member(s) on Fund matters of importance to them.

O. Any other related services required as may be agreed between The Program Manager and the Producer or as requested by the Fund.

P. Producer shall comply with the applicable data transmission, security, and privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH), title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and any regulations promulgated there under.

The term of this Agreement shall be for one year from the \_\_\_\_\_ day of \_\_\_\_\_, unless terminated as hereinafter provided in this Agreement.

The Municipality authorizes the Fund to pay its Producer as compensation for services rendered the amount as determined or as approved by the Executive Committee of the Fund, and which amount has been included in the Municipality's assessment.

The Municipality may terminate this Agreement at any time during the term thereof by giving ninety (90) days written notice setting forth the cause or causes for termination of the Producer. The Producer may terminate this Agreement at any time during the term thereof, by giving ninety (90) days written notice. Fees shall be prorated to the date of termination.

ATTEST:

MUNICIPALITY:

\_\_\_\_\_  
Municipal Clerk

\_\_\_\_\_  
Mayor

ATTEST:

PRODUCER:

\_\_\_\_\_

\_\_\_\_\_

## **PRODUCER AGREEMENT**

**Between**

**The Vozza Agency Inc.**

**And**

**Employee Benefits Consulting Services Group**

This agreement is entered into between The Vozza Agency Inc., 77 Market Street, Park Ridge NJ 07656 and Employee Benefits Consulting Services Group (herein after referred to as Producer) 153 Bauer Drive, Oakland, NJ 07436 on this 1<sup>st</sup> day of January 2016.

**WHEREAS**, The Vozza Agency is the Program Manager of the North Jersey Municipal Employee Benefits Fund (Fund), organized under the provision of N.J.S.A., 40A:10-36 et seq,

**WHEREAS**, the bylaws and risk management plan of the Fund require the Program Manager to provide, among other duties, various Field Service and Marketing activities to member local units of the Fund; and

**WHEREAS**, The Vozza Agency, as the Program Manager, subject to approval of the Fund's Executive Committee may allow said Field Service and Marketing activities to be performed by another qualified person or firm designated and duly requested and appointed by a member local unit to provide said services; and

**WHEREAS**, member local governmental unit(s) listed in Schedule A Fund Member(s) desire the professional services as outlined in this Agreement to be performed by Producer pursuant to the resolution adopted by the Fund member's Governing Body, and

**WHEREAS**, The Vozza Agency has agreed to sub-contract said services and the Executive Committee of the Fund has approved and authorized The Vozza Agency to enter into this sub-contract agreement at its meeting held on the 21st day of January 2016 to be effective January 1st, 2016 and;

**WHEREAS**, Producer shall comply with all Laws and Regulations governing the operations of Health Insurance Funds, as well as, N.J.S.A. 19:44A-20.4 et seq, if applicable, and adhere to a high level of professionalism in the performance of their duties under this Agreement.

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

**I. FIELD AND MARKETING RELATED SERVICES:**

During the term of this Agreement, the Producer agrees to provide the following Field Service and Marketing activities for its designated Fund Member(s) on behalf of The Vozza Agency. Producer shall be relieved of any obligation to perform Field and Marketing Services hereunder to any Fund Member covered by this Agreement that during the term of this Agreement appoints any other person or firm to perform the Field Service and Marketing activities for the Fund Member and the same is approved by the Fund's Executive Committee and the Program Manager:

- A. Evaluation of the Fund Member(s) requirements and coverage available through the Fund.
- B. Explanation of the various coverages available from the Fund and assist the Fund Member(s) in the selection of proper coverage. The Program Manager will assist the producer in understanding options available through the fund.
- C. Preparation of applications, census data and disclosure forms, etc., required by the Fund.
- D. Presentation of the Fund's programs to officials of the Fund Member(s) and, when so directed by them, to the bargaining units and other covered persons, including employee meetings, etc., for the purpose of communicating and coordinating the installation of the Fund's program(s).
- E. Review the Fund's assessment(s) with the Fund Member(s) and assist the Fund Member(s) in the preparation of the Employee Benefits portion of its insurance budget.
- F. Assist the Fund Member(s) in reviewing the proposed plan document as prepared by the fund to make sure it is consistent with current benefit plans (prior document it was to replace if applicable), and other contractual requirements, including any amendments, thereto, prior to the final approval of said document.
- G. When requested, act as a liaison between Fund Member(s), its covered persons, bargaining unit's etc. and The Vozza Agency as well as any other Fund Professional(s) to resolve coverage, claim and service issues.
- H. Provide assistance to The Vozza Agency and act as a liaison between the Fund and the Fund member(s), its bargaining units and other covered persons for the purpose of providing ongoing member communications.
- I. Assist the Fund in achieving its objectives, which include, but are not limited to cost containment efforts, employee education/communication and problem resolution.
- J. In conjunction with the Program Manager, prepare employee communication documents concerning initial enrollment and the annual open enrollment, and coordinate the enrollment process between the Fund Member(s), The Vozza Agency and other Fund professionals.
- K. Consult with Fund Member(s) concerning plan design options in accordance with Fund objectives. When requested by member town, provide advice and attendance with

union negotiations regarding proposed plan changes and communicate any proposed changes to The Vozza Agency, within the Fund's Benefit Change Policy/Procedure for processing such change. Program Manager will present such changes for approval in accordance with the Fund's procedures. Coordinate all appropriate revisions to plan documents with The Vozza Agency as necessitated by such changes.

- L. Promptly communicate to The Vozza Agency, any written complaints or claim appeals received by the Producer and assist in the resolution of same according to Fund's policies and procedures.
- M. Maintain a complaint log on forms supplied by The Vozza Agency; expressed by Fund Member(s) and/or its covered persons including the resolution of the same. The log and report shall be submitted to The Vozza Agency by the fifth (5) working day of each month, covering prior month's activity.
- N. Keep informed on the funds operations as to the extent allowed by the Fund and apprise Fund Member(s) on Fund matters of importance to them as to the extent Producer should be aware of such matters.
- O. Unless the Commissioner of Insurance otherwise permits, the Producer shall handle to conclusion all claims and other obligations incurred during the contract period.
- P. Any other related services required as may be agreed between The Vozza Agency and the Producer or as requested by the Fund in writing and agreed to by Producer in writing.
- Q. Producer shall comply with the applicable data transmission, security, and privacy requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, (Public Law 104-191) and the Health Information Technology for Economic and Clinical Health Act (HITECH), title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) and any regulations promulgated there under.

## **II. TERM**

The term of this agreement shall be for one year commencing on January 1, 2016, unless terminated in accordance with the terms and conditions of this Agreement.

## **III. FEES**

As compensation for services rendered, The Vozza Agency agrees to pay the Producer for Field Service and Marketing activities performed for Fund Member(s) listed in Scheduled A, a fee for the term of this Agreement and as also listed in Schedule A as determined by the Funds Executive Committee and/or requested by the town and approved by the Executive Committee.

## **IV. RELATIONSHIP OF PARTIES**

This Agreement does not in any way create the relationship of joint venture, partnership or principal and agent between The Vozza Agency and the Producer. The Producer at all times shall be an

independent contractor and employees of the Producer shall in no manner be considered employees of The Vozza Agency. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance thereunder.

## V. INSURANCE

The Producer shall at all times during the term of this agreement maintain all insurance licenses required to enable it to perform the services set forth herein pursuant to N.J.S.A. 17:22A-1 et. Seq. and maintain the following insurance coverage:

1. Comprehensive General Liability: Covering bodily Injury, property damage, personal injury with a minimum limit of liability per occurrence of \$1,000,000/2,000,000 CSL.
2. Professional Liability Insurance (Errors and Omissions): A minimum limit of liability of \$2,000,000/4,000,000 aggregate.
3. Workers' Compensation: Statutory - \$500,000/\$500,000/\$500,000 Employers' liability.
4. Automobile liability: \$1,000,000 covering all owned/non-owned, and hired automobiles per occurrence.

Copies of said license and certificates of insurance shall be provided to The Vozza Agency upon the execution of this agreement. Failure by the PRODUCER to supply such written evidence shall result in default. Producer shall name The Vozza Agency as an "additional insured" for General liability and Auto liability.

The insurance companies for the above coverages must be licensed and solvent *with a minimum rating with AM Best A-VII*. Producer shall not take any action to cancel or materially change any of the above insurance required under this Agreement without written notification to The Vozza Agency. Maintenance of insurance under this section shall not relieve Producer of any liability greater than the insurance coverage.

## VI. TERMINATION

- A. Either party or the Funds Executive Committee may terminate this agreement without cause upon sixty (60) days written notice to all parties.
- B. This Agreement shall terminate upon member's withdrawal from the Fund and / or member's termination of services of Producer.
- C. The Vozza Agency and/or the Fund shall have the right to terminate the Agreement immediately, without prior notice, in the event of any misconduct by Producer which The Vozza Agency or the Fund determine, in their sole discretion, that Producer has failed to comply with any by-law or other rule of the Fund or any term of this Agreement.
- D. This Agreement shall terminate immediately in the event the Fund terminates The Vozza Agency as Program Manager.
- E. This Agreement will terminate with the enactment of any law or the promulgation of any regulation, which makes illegal the continuance of this Agreement or the performance of any of the services contemplated under this Agreement.

- F. In the event of termination for any reason, the designated Producer shall cooperate with The Vozza Agency in the transition of responsibility for the services to be provided herein. Producer shall not be entitled to any further compensation if this Agreement is terminated.

## **VII. CONFIDENTIAL INFORMATION**

- A. Producer agrees that any information received through The Vozza Agency or otherwise on behalf of the fund in furtherance of its obligations in accordance with this Agreement, which concerns the personnel, financial, proprietary or other affairs of The Vozza Agency, the Fund or any member of the Fund, will be treated by Producer in full confidence and will not be revealed to any other persons, firms or organizations, during the term of this Agreement or anytime thereafter without the express written consent of The Vozza Agency.
- B. Producer further agrees not to reproduce, make copies of, or disclose any confidential or proprietary information of The Vozza Agency, the fund or any member of the Fund, including but not limited to the Fund's member lists, member accounts, policy terms and expiration dates, policy conditions and rates, member information, sales and sales strategies (collectively referred to as "Confidential Information"), except as required in the performance of this Agreement. Upon termination of this Agreement for any reason whatsoever, Producer agrees to promptly deliver to The Vozza Agency all confidential or proprietary information, property, equipment, computer files, documentation, correspondence, literature, memorandum, files, and any other materials of the Fund or The Vozza Agency in its possession, custody or control. This section shall survive the termination of this Agreement.

## **VIII. AFFIRMATIVE ACTION**

The Producer, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will 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, gender identity or expression, disability, nationality or sex. Such action 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 designated Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

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

The Producer, 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 contractors commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Producer, where applicable, agrees to comply with any regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and with the Americans with Disabilities Act.

The Producer, 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 Producer 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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

In conforming with the applicable employment goals, the Producer agrees to review all procedures relating to transfers, upgrading, downgrading and layoffs to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 Producer 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 Producer shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the 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.

#### **IX. INDEMNIFICATION AND HOLD HARMLESS**

Each of the parties do understand and agree in no event or under any circumstances shall this agreement be interpreted to the effect that the Producer may bind The Vozza Agency or the Fund to any liability.

The Producer shall indemnify, defend and hold harmless The Vozza Agency, its officers, employees and members from any and all claims for liability, losses and damages, including but not limited to costs of investigation and reasonable attorneys' fees, arising out of its activities and that of its employees and agents undertaken by it or omitted to be undertaken by it pursuant to this Agreement.

It is the intention of the parties in the event of any claim for the relief of any type being asserted against The Vozza Agency, its officers, employees and members, based upon any act or omission of the Producer, that The Vozza Agency, its officers, employees and members shall be held harmless from any and all costs of defense and damages and the same shall be the responsibility of the Producer or its parent or successor companies.

**X. NON-SOLICITATION**

The Producer agrees that it shall not, directly or indirectly, conduct business with any Fund member which is not already a client of the Producer, nor any future member of the Fund who has been recruited by The Vozza Agency or another Producer which has subcontracted with The Vozza Agency. Likewise, the Vozza Agency, both for itself and on behalf of any other Producer with whom it has contracted, agrees that it shall not, directly or indirectly, conduct the business of a Producer with any existing or future fund member which has been developed by Producer.

**XI. CHOICE OF LAW**

This Agreement shall be governed and construed under the laws of the state of New Jersey.

**XII. LOCAL PAY TO PLAY LAW**

The award of the contract between the Fund and the Program Manager for which this sub-contract must comply has been awarded on a "non-fair and open" process. Producer is required to comply with P.L. 2004 C.19 & NJSA 19:44A-20.26 as respects to the entities for which they will receive compensation under this agreement or as otherwise required by law.

**XIII. CAPTIONS**

The captions or paragraph headings contained in this Agreement are solely for purpose of convenience and shall not be deemed part of the Agreement for the purpose of construing the meaning thereof or for any other purpose.

**XIV. ENTIRE AGREEMENT**

This Agreement and the attachments hereto, if any, all of which are incorporated herein constitute the entire Agreement of the parties hereto with respect to the matters contemplated in this Agreement. This Agreement supersedes all prior negotiations and representations. This Agreement may not be amended, modified, released or discharged, in whole or in part, except by an instrument in writing signed by the parties hereto.

**XV. NO WAIVER**

No waiver of any term, provision or condition contained in this Agreement, nor any breach of any such term, provision or condition, shall constitute a waiver of any subsequent breach of any such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same or any other term, provision or condition of this Agreement by either party.

#### **XVI. SEVERABILITY**

If any provision of this Agreement is held to be illegal or unenforceable, the remaining provisions shall nevertheless remain in full force and effect. In addition, illegal or unenforceable provisions shall be modified so as to conform to the greatest extent legally permissible to the original intent of such provision.

#### **XVII. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, expressed or implied, is intended to confer upon any other person any rights, remedies or obligations under or by reason of this Agreement.

#### **XVIII. MODIFICATION**

No modification of this Agreement shall be valid or binding unless the modification be in writing and executed by The Vozza Agency and the Producer.

#### **XIX. NO ASSIGNMENT**

This Agreement shall not be assigned by the Producer without the specific written consent of The Vozza Agency.

#### **XX. CONFLICT OF INTEREST.**

This contract may be voided if the Producer fails to disclose an actual or potential conflict of interest as defined in the FUND's Bylaws, or in N.J.S.A. 40A:9-22.1 et seq. (the "Local Government Ethics Laws").

#### **XXI. OWNERSHIP OF RECORDS**

All records and data of any kind relating to the duties as outlined in this Agreement shall belong to the Fund, and shall be surrendered to The Vozza Agency upon the non-renewal or termination of this Agreement.

Information obtained and/or released to the Producer for the purpose of performing the services as outlined herein shall be used only in connection with the performance of said duties. The Producer shall not reveal to any third party any information, which is defined as proprietary without the express written consent of The Vozza Agency. Notwithstanding the foregoing, Producer may retain a copy of any such records and data for record-keeping and compliance purposes and may disclose any such information to the extent it is required to do so pursuant to any law, rule, regulation, regulatory request, court order, or subpoena.

## **SCHEDULE A**

**Member local governmental unit(s) Fund Member(s), desiring Employee Benefits Consulting Services Group to perform professional services as outlined in this Agreement:**

**Borough of Mountain Lakes – Dental - \$2.41 PEPM**

## XXII. NOTICES

All notices shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested to the address set forth below. A hand delivered notice shall be deemed given only when actually received. A notice sent by registered or certified mail shall be deemed given on the first to occur of its actual receipt or the 5th day after the date mailed as evidence by the senders certified or registered mail receipt.

The Vozza Agency Inc.  
PO Box 100  
77 Market Street  
Park Ridge, NJ 07656

Employee Benefits Consulting Services Group  
122 Parish Dr.  
Wayne NJ 07470

IN WITNESS WHEREOF, this Agreement has been executed as of the latest of the dates indicated below for the purposes and term specified herein.

Employee Benefits Consulting Services Group

Signature: Joseph M. Rude

Print Name: Joseph M. Rude

Date: 2-29-2016

Attest: Alicia Maria Kruta  
NOTARY PUBLIC OF BERGEN COUNTY,  
NEW JERSEY. MY COMMISSION  
EXPIRES 11/03/2020.

The Vozza Agency Inc.

Signature: [Signature]

Print Name: David J. Voza

Date: 4/11/16

Attest: [Signature]

# NORTH JERSEY EMPLOYEE BENEFITS FUND - FY2018 Current and Proposed rates to Census

## Mountain Lakes Borough

**Dental**

Plan Name: Delta Dental (Mountain Lakes Borough)

|   |                      | CURRENT CENSUS |     |     |        |      |           |        | CURRENT RATES FY2017 |     |        |      |           |        |     | PROPOSED RATES FY2018 |        |      |           |          |                      |                      | Current Rates Annual Assessment | Proposed Rates Annual Assessment |
|---|----------------------|----------------|-----|-----|--------|------|-----------|--------|----------------------|-----|--------|------|-----------|--------|-----|-----------------------|--------|------|-----------|----------|----------------------|----------------------|---------------------------------|----------------------------------|
| Status                                    | Medicare Eligibility | Single         | P/C | H/W | Family | EE+1 | EE+2 or 2 | Single | P/C                  | H/W | Family | EE+1 | EE+2 or 2 | Single | P/C | H/W                   | Family | EE+1 | EE+2 or 2 |          |                      |                      |                                 |                                  |
| Active                                    | None                 | 10             | 3   | 4   | 10     | 0    | 0         | 60     | 102                  | 102 | 173    | 0    | 0         | 58     | 98  | 98                    | 167    | 0    | 0         | \$36,528 | \$35,232             |                      |                                 |                                  |
| Cobra                                     | None                 | 0              | 0   | 0   | 0      | 0    | 0         | 60     | 102                  | 102 | 173    | 0    | 0         | 58     | 98  | 98                    | 167    | 0    | 0         | \$0      | \$0                  |                      |                                 |                                  |
| PLAN Census and Assessment Totals:        |                      | 10             | 3   | 4   | 10     | 0    | 0         |        |                      |     |        |      |           |        |     |                       |        |      |           | \$36,528 | \$35,232             |                      |                                 |                                  |
| MEMBER Grand Total Census and Assessment: |                      | 10             | 3   | 4   | 10     | 0    | 0         |        |                      |     |        |      |           |        |     |                       |        |      |           | \$36,528 | \$35,232             |                      |                                 |                                  |
|   |                      |                |     |     |        |      |           |        |                      |     |        |      |           |        |     |                       |        |      |           |          | Increase/Decrease \$ | Increase/Decrease \$ |                                 |                                  |
|   |                      |                |     |     |        |      |           |        |                      |     |        |      |           |        |     |                       |        |      |           |          | Increase/Decrease %  | Increase/Decrease %  |                                 |                                  |
|   |                      |                |     |     |        |      |           |        |                      |     |        |      |           |        |     |                       |        |      |           |          | \$36,528             | \$35,232             |                                 |                                  |
|   |                      |                |     |     |        |      |           |        |                      |     |        |      |           |        |     |                       |        |      |           |          | (\$1,296)            | (\$1,296)            |                                 |                                  |
|   |                      |                |     |     |        |      |           |        |                      |     |        |      |           |        |     |                       |        |      |           |          | -3.55%               | -3.55%               |                                 |                                  |

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

**RESOLUTION 59-18**

**"RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR PLANNING SERVICES BETWEEN THE  
BOROUGH OF MOUNTAIN LAKES AND PHILLIPS PREISS GRYGIEL LLC"**

**WHEREAS**, there exists the need for professional planning services (**Borough Planner**) for the Borough of Mountain Lakes; and

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

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

**Section 1.** The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with **Phillips Preiss Grygiel LLC** for professional planning services (**Borough Planner**) for the Borough of Mountain Lakes as set forth in the attached contract.

**Section 2.** This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

**Section 3.** The term of this agreement shall be for one year, from **January 1, 2018 through December 31, 2018.**

**Section 4.** A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 22, 2018.

\_\_\_\_\_  
Valerie A. Egan, Municipal Clerk

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

# Borough of Mountain Lakes

## Contract Review Checklist

Vendor/Professional: Phillips Press, Grygler - Planner

Financial Impact:

| Item                              | Applicability                                | Standard   | Verified | Reviewer |
|-----------------------------------|--|--|----------|----------|
| Affirmative Action                | Goods and Services;<br>Professional Services | Employee information report provided   | ✓        | VAE      |
| Business Registration             | Goods and Services;<br>Professional Services | Copy of Registration provided  | ✓        | VAE      |
| Attorney Review                   | All Contracts                                | Confirmation that the agreement has been reviewed by the Borough Attorney                          |          |          |
| Confidentiality                   | Professional Services;<br>Goods and Services | Provisions when appropriate included in the contract   | n/a      | VAE      |
| Corporate Disclosure              | Goods and Services;<br>Professional Services | Disclosure affidavit provided.   | ✓        | VAE      |
| Insurance                         | All Contracts                                | Proof of insurance as required by RFP, Specifications, or Contract                                 | ✓        | VAE      |
| Debarment                         | Public Works                                 | Vender not currently on the State debarment list   | n/a      | VAE      |
| Invoice Process                   | All Contracts                                | Consistent with Local Public Contracts law and Borough procedures.                                 | ✓        | VAE      |
| Non-collusion                     | All Contracts                                | Non-collusion affidavit has been signed  | ✓        | VAE      |
| Non-performance                   | All Contracts                                | Provision addressing consequences for non-performance or breach of agreement.                      | ✓        | VAE      |
| Political Contribution Disclosure | Professional Services                        | Disclosure language in contract; form completed  | ✓        | VAE      |
| Payment Terms                     | All Contracts                                | Do standard payment terms apply?   | n/a      | VAE      |
| Professional Appointment          | Professional Services                        | Has a resolution of appointment been adopted   | 1/22/18  |          |
| Qualifications                    | Professional Services                        | Proof of professional licenses/certifications  | ✓        | VAE      |
| Renewal                           | Professional Services;<br>Goods and services | Provision concerning renewal included where appropriate  | n/a      | VAE      |
| Term                              | All Contracts                                | One year term for professional services, two years for goods and services, or Statutory exception. | 1 yr     | VAE      |
| Termination                       | All Contracts                                | Right to terminate included when appropriate   | ✓        | VAE      |
| Financial                         | All contracts                                | Has the economic impact of the transaction been evaluated?   | A 3.2%   | VAE      |

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

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

**THIS AGREEMENT**, made this \_\_\_ day of \_\_\_\_\_ January , 2018 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Phillips Preiss Grygiel LLC , Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated \_\_\_\_\_ which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is

reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

BOROUGH OF MOUNTAIN LAKES  
IN THE COUNTY OF MORRIS

Paul Phillips  
(SEAL)

Date

1/24/2018  
1/18/2018

By: \_\_\_\_\_

ATTEST:  
CONTRACTOR

Moy Pang

Date

Moy Pang  
1/18/2018

By: \_\_\_\_\_  
(SEAL)

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:

**PHILLIPS PREISS GRYGIEL LLC**

ADDRESS:

**33-41 NEWARK ST STE D 3RD FL  
HOBOKEN NJ 07030-5620**

EFFECTIVE DATE:

**02/02/11**

TRADE NAME:

SEQUENCE NUMBER:

**1545601**

ISSUANCE DATE:

**02/17/11**

*James J. Furcione*  
Director  
New Jersey Division of Revenue

FORM-BRC

This certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certification **44697**

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2017** to **15-MAR-2024**

**PHILLIPS PREISS GRYGIEL LLC**  
**33-41 NEWARK ST. 3RD FL. SUITE D**  
**HOBOKEN NJ 07030**



*Ford M. Scudder*

**FORD M. SCUDDER**  
State Treasurer

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
 Required Pursuant To N.J.S.A. 19:44A-20.8  
**<BOROUGH OF MOUNTAIN LAKES>**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <Phillips Preiss Grygiel LLC> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Part II – Ownership Disclosure Certification**

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

Check the box that represents the type of business entity:

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

| Name of Stock or Shareholder | Home Address   |
|------------------------------|--|
| Paul Phillips                | 28 West 3 <sup>rd</sup> St. Unit 1312 South Orange, NJ 07079 |
| Richard Preiss               | 232 North Pleasant Ave. Ridgewood, NJ 07450                  |
| Paul Grygiel                 | 622 Salter Place Westfield, NJ 07090                         |
| Elizabeth Leheny             | 324 West 76 <sup>th</sup> St #1A New York, NY 10023          |
| Keenan Hughes                | 365 Bridge St. # 14E Brooklyn, NY 11201                      |
|                              |  |
|                              |  |
|                              |  |
|                              |  |
|                              |  |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Phillips Preiss Grygiel LLC

Signature of Affiant: [Signature]

Title: Managing Principal

Printed Name of Affiant: Paul Phillips

Date: 12/12/2017

Subscribed and sworn before me this 12<sup>th</sup> day of December, 2017

My Commission expires: 4/20/20

[Signature]  
 (Witnessed or attested by)

(Seal)

MICHAEL JOVISHOFF  
 NOTARY PUBLIC  
 STATE OF NEW JERSEY  
 MY COMMISSION EXPIRES APRIL 20, 2020

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
<**BOROUGH OF MOUNTAIN LAKES**>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



PHILLIPS PREISS GRYGIEL LLC  
Planning & Real Estate Consultants

**NON-COLLUSION AFFIDAVIT**  
(N.J.S.A. 52:34-15)

STATE OF New Jersey )

ss:

COUNTY OF Hudson )

Re:

I, Paul Phillips (name)  
of full age, being duly sworn according to law, on my oath depose and say:

I am the Managing Principal (title)

of Phillips Preiss Grygiel LLC (name of vendor),  
the vendor for the above named project, and that I executed the said bid with full  
authority so to do; that the vendor 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 the bid and in this affidavit are true and correct, and made with full  
knowledge that the County of Monmouth relies upon the truth of the statements  
contained in the bid and in the statements contained in this affidavit in awarding a  
contract for the project.

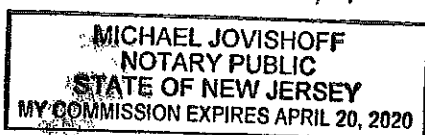
I further warrant that no person or selling agency has been employed or retained  
to solicit or secure such contract upon an agreement or understanding for a commission,  
percentage, brokerage or contingent fee, except bona fide employees or bona fide  
established commercial or selling agencies maintained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

Signed: X PA. I. D.

Subscribed and sworn to  
before me this 12<sup>th</sup> day  
of December, 2017.

[Signature]  
Notary Public of

My commission expires 4/20/20, 20  .



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

**RESOLUTION 60-18**

**“RESOLUTION AUTHORIZING A THREE YEAR INTERLOCAL HEALTH SERVICES AGREEMENT  
BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND THE TOWNSHIP OF BLOOMFIELD AND THE  
BOARD OF HEALTH OF THE TOWNSHIP OF BLOOMFIELD”**

**WHEREAS**, there exists the need for the Borough Council to engage the services of a contracting Health Agency in order to meet the requirements of the Local Health Services Act (N.J.S.A. 26:3A 2-1 et seq.); and

**WHEREAS**, the Township of Bloomfield and the Board of Health of the Township of Bloomfield have submitted a proposal to provide those services which the Borough Council has determined fits the needs of the Borough of Mountain Lakes, which proposal may be accepted without formal bidding under the provisions of N.J.S.A. 40A:11-5(2), contracting with another municipal entity.

**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 Borough Manager and Borough Clerk are hereby authorized and directed to execute the attached contract for health services with the Township of Bloomfield and the Board of Health of the Township of Bloomfield in accordance with the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. for the 2018 through 2025 calendar years as its contracting Health Agency for the purposes herein described; and

**BE IT FURTHER RESOLVED**, that the total cost shall not exceed as follows:

2018 - \$25,424  
2019 - \$25,678  
2020 - \$26,192  
2021 - \$26,585  
2022 - \$26,984

**BE IT FURTHER RESOLVED** that the Borough Manager of the Borough of Mountain Lakes is hereby authorized to sign the attached Agreement; and

**BE IT FINALLY RESOLVED** that a copy of the Resolution and the Agreement for Interlocal Services be sent to the Township of Bloomfield for their approval and signature.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 22, 2018.

\_\_\_\_\_  
Valerie A. Egan, Municipal Clerk

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

**INTERLOCAL AGREEMENT  
BETWEEN BOROUGH OF MOUNTAIN LAKES  
AND  
TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH  
FOR LOCAL PUBLIC HEALTH SERVICES**

In accordance with *N.J.S.A. 40:8A-1 et seq. Interlocal Services Act*, the entities identified herein agree to the following terms and conditions:

**THIS AGREEMENT** is made by and between the Borough of Mountain Lakes (hereinafter "Recipient") and the Board of Health of the Township of Bloomfield (hereinafter "Provider") entered into on this 1<sup>st</sup> day of January, 2018.

**THIS AGREEMENT**, pursuant to *N.J.S.A. 26:3A2-1, et seq. Local Health Services Act*, shall be for the purpose of ensuring a public health program in accordance with *N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

**THIS AGREEMENT** shall adhere to all applicable local ordinances.

**A. ADMINISTRATION:**

1. The Provider's local health department (hereinafter "Health Department") is designated the statutorily recognized local health agency for the Recipient.
2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
3. The Health Officer shall provide technical and professional services to ensure the provision of core public health services, along with any elected services, that meet the standards set forth in *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality.
5. The Health Officer, as Chief Executive Officer for all public health services shall administer the local public health program meeting within the Recipient municipality as set forth in *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*.
6. The Health Officer shall lead the investigation of and public health response to all public health emergencies, disasters and/or situations within the Recipient's municipality. The Health Officer and/or his designee shall be available to the Recipient's Emergency Management Coordinator during emergencies officially declared by the Recipient.

7. The Provider and its Health Officer shall respond 24/7/365 with a 3x3 redundancy/back-up (three (3) Health Department staff members with three (3) means of contact) for all emergencies, disasters and/or hazardous situations.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced Health Department representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements of *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* and *N.J.A.C. 8:7 Licensure of Persons for Public Health Positions*.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future employees of the Recipient shall be under the administrative direction of the Health Officer.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
12. The Health Officer shall be accountable to the Recipient's Borough Manager and Borough Council with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's Borough Manager and Township Council when requested, with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health Officer will accept the primary responsibility to attend regular and special meetings of the Recipient's Health Commission - Advisory Board and/or the Township Council serving as the Board of Health, and in the event of a conflict, vacation, sickness, etc. a designee shall be assigned to attend the meetings. After hour Meetings are limited to twelve (12) per year when conducted after business hours, 8:30 a.m. to 4:30 p.m. at no additional cost. Thereafter, meeting conducted after business hours in excess of twelve (12) will be charged to the recipient at \$150.00 per meeting. There is no charge for meetings conducted during normal business hours of 8:30 a.m. to 4:30 p.m.
15. The Health Officer shall provide the Recipient with monthly performance and activity reports.
16. The Health Officer shall provide the Recipient with an annual report at the close of the calendar year.

17. All services provided (e.g. clinics, etc.) shall be conducted within the Recipients municipality to its residents. Services can also be provided within the Provider's municipality if it is of more of a convenience to the Recipient's residents.

## **B. SERVICES:**

1. Under the direction of the Health Officer all public health services required by *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* (see Attachment "A") will be provided by the Provider.
2. Under the direction of the Health Officer all public health regulations and programs adopted by ordinance by the Recipient upon execution of this Agreement will be enforced and provided by the Provider.
3. New public health programs, ordinances and ordinance amendments created or passed by the Recipient during the term of this Agreement must be provided within ten (10) days of adoption to the Provider by the Recipient unless agreed to otherwise.
4. Any change to the terms and conditions of this Agreement requiring the Provider to provide services that alter the workforce/man hours needed for any new ordinances or programs the Recipient passes or creates, shall be subject to additional compensation over and above the stated contract amount.
5. The following services are to be provided on a fee for service basis; flu shots, blood chemistry, etc. The fees for such shall be reasonable and customary as established by the Bloomfield Board of Health and such fees are to be paid by the Recipients' residents.
6. The Recipient may purchase flu vaccine and submit for medical insurance reimbursement for its residents. All flu clinics must be scheduled in coordination with the Provider to assure staffing needs can be met. Vaccines must be administered in compliance with all state and federal regulations as directed by the Provider.
7. Services of the Provider's Division of Human Services are available to the Recipient for benefit screening, mental health evaluations, home visits and volunteer programs under the Neighbor to Neighbor Network.
8. Any public health or public health emergency service ordered by a higher authority (Federal, State, etc.) will be provided by the Provider.

## **C. PUBLIC HEALTH PRIORITY FUNDING:**

1. The Provider's Health Officer shall assume responsibility and timely complete the annual Public Health Priority Funding Application, if eligible.

2. Public Health Priority Funding received by the Provider shall be used to partially support and provide a public health program meeting state standards in the Provider's jurisdiction, including the Recipient's municipality.
3. Any Public Health Priority Funding received shall be applied to offset the Recipient's contract cost.

**D. INSURANCE:**

1. The Provider shall maintain liability, malpractice, worker's compensation and all mandated coverage for its employees.
2. The Recipient shall maintain comprehensive general liability insurance and name the Board of Health of the Township of Bloomfield, the Township of Bloomfield and its agents as additional insured.
3. The Provider shall hold the Recipient harmless from any and all claims arising out of the performance of this contract by the Provider, its agents, servants or employees including, but not limited to, claims for personal injury, property damage and worker's compensation, and agrees to reimburse the Recipient for any and all costs, legal fees, claims and judgments which may be paid by the Recipient arising out of the performance of this contract by the Provider

**E. DURATION:**

The terms of this Agreement shall be five (5) years. This Agreement is effective beginning on the 1<sup>st</sup> day of January 2018 and ending on the 31<sup>st</sup> day of December 2022.

**F. FINANCIAL TERMS:**

1. The services under this Agreement will be performed during regular working hours, 8:30AM to 4:30PM, Monday through Friday. Services performed on Weekends, Weekdays between the hours of 4:30PM and 8:30AM, and officially recognized Holidays of the Provider will constitute overtime services payable as described in Paragraph 2 below.
2. The Recipient will reimburse the Provider for all overtime costs incurred resulting from the performance of this Agreement or for services outside the scope of this Agreement that are performed by the Provider at the specific request of the Recipient or other persons authorized by Recipient to act on its behalf. The Recipient will reimburse the Provider at the agreed overtime rate of the Provider, with a minimum charge of three (3) hours for any portion of the time within the first three (3) hours, for public health professionals assigned (i.e. nursing, environmental health, etc.). In the event that an overtime call results in more than three (3) hours, the Recipient will reimburse the Provider at one-third (1/3) of the below stated rate, for each additional hour provided. The three (3) hour rate for the contract period of 2018, 2019, 2020, 2021 and 2022 is established at \$147 for environmental health specialists and nurses, etc.

3. For the calendar year 2018, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$25,424, payable as follows: \$6,356.00 upon execution, and three (3) additional payments of \$6,356.00 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
4. For the calendar year 2019, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$25,678 (1% increase from previous year), payable as follows: four (4) quarterly payments of \$6,419.5 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
5. For the calendar year 2020, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$26,192 (2% increase from previous year), payable as follows: four (4) quarterly payments of \$6,548.00 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
6. For the calendar year 2021, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$26,585 (1.5% increase from previous year), payable as follows: four (4) quarterly payments of \$6,646.25 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
7. For the calendar year 2022, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$26,984 (1.5% increase from previous year), payable as follows: four (4) quarterly payments of \$6,746.00 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
8. The Provider will bill the Recipient by invoice at the beginning of each quarter in accordance with paragraphs 3, 4, 5, 6 and 7 above.

#### **G. EXTENSION OF TIME:**

The terms of this Agreement shall be automatically extended for a successive one (1) year period unless renegotiated or terminated by either party in an amount not to exceed \$32,000 per annum and prorated monthly for the services provided. A new Agreement, inclusive of costs, must be presented to the Recipient within ninety (90) days prior to the contract expiration date, with the renegotiation period commencing one hundred twenty (120) days prior to the contract expiration date.

#### **H. TERMINATION:**

Either party may terminate this Agreement by providing ninety (90) days advance written notification by certified copy of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal. During a period of renegotiation as noted in Section G above, either party may terminate said Agreement by providing thirty (30) days advance written

notification by certified copy of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal. During a period of renegotiation, if notice of termination is not received timely, the Provider will continue to provide services under the terms of the Agreement. Notification within this section shall be by first class United States Postal Service certified and return receipt mail, or hand delivered.

**I. COPY:**

A copy of this signed Agreement shall be submitted to the New Jersey Department of Health and Senior Services, Division of Health Infrastructure Preparedness and Emergency Response, Office of Public Health Infrastructure.

**IN WITNESS HEREOF**, each party has caused its authorized officials to sign this Agreement on its behalf on this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**ATTEST:**

RECIPIENT:

BOROUGH OF MOUNTAIN LAKES

\_\_\_\_\_  
Witness

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

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

PROVIDER:

TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH

\_\_\_\_\_  
Witness

\_\_\_\_\_  
President, Board of Health/Director

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

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

**RESOLUTION 61-18**

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND PHOENIX ADVISORS, LLC**

**WHEREAS**, there exists the need for a Continuing Disclosure Agent and Independent Registered Municipal Adviser of Record (Agent & Advisor) in the Borough of Mountain Lakes; and

**WHEREAS**, Phoenix Advisors, LLC, Inc. has submitted a proposal to provide Agent & Advisor services; and

**WHEREAS**, the Borough's Independent Auditor, Nisivoccia & Company have recommended Phoenix Advisors, LLC; and

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

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

**Section 1.** The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Phoenix Advisors, LLC. for Continuing Disclosure Agent and Independent Registered Municipal Adviser of Record services for the period January 1 to December 31 2018 as forth in a proposal attached hereto in an amount not to exceed \$950 per filing year to include three (3) filings and \$100 for each additional filing .

**Section 2.** This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

**Section 3.** The term of this agreement shall be from January 1, 2018 through December 31, 2018.

**Section 4.** A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 22, 2018.

\_\_\_\_\_  
Valerie A. Egan, Municipal Clerk

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

**Borough of Mountain Lakes  
Contract Review Checklist**

Vendor/Professional: Phoenix Advisors

Financial Impact:

| Item                              | Applicability                                | Standard                                                                                           | Verified | Reviewer |
|-----------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------------------|----------|----------|
| Affirmative Action                | Goods and Services;<br>Professional Services | Employee information report provided                                                               | ✓        | VAE      |
| Business Registration             | Goods and Services;<br>Professional Services | Copy of Registration provided                                                                      | ✓        | VAE      |
| Attorney Review                   | All Contracts                                | Confirmation that the agreement has been reviewed by the Borough Attorney                          |          |          |
| Confidentiality                   | Professional Services;<br>Goods and Services | Provisions when appropriate included in the contract                                               | n/a      | VAE      |
| Corporate Disclosure              | Goods and Services;<br>Professional Services | Disclosure affidavit provided.                                                                     | ✓        | VAE      |
| Insurance                         | All Contracts                                | Proof of insurance as required by RFP, Specifications, or Contract                                 |          |          |
| Debarment                         | Public Works                                 | Vender not currently on the State debarment list                                                   | n/a      | VAE      |
| Invoice Process                   | All Contracts                                | Consistent with Local Public Contracts law and Borough procedures.                                 | ✓        | VAE      |
| Non-collusion                     | All Contracts                                | Non-collusion affidavit has been signed                                                            | n/a      | VAE      |
| Non-performance                   | All Contracts                                | Provision addressing consequences for non-performance or breach of agreement.                      | n/a      | VAE      |
| Political Contribution Disclosure | Professional Services                        | Disclosure language in contract; form completed                                                    | n/a      | VAE      |
| Payment Terms                     | All Contracts                                | Do standard payment terms apply?                                                                   | n/a      | VAE      |
| Professional Appointment          | Professional Services                        | Has a resolution of appointment been adopted                                                       | 11/22/18 | VAE      |
| Qualifications                    | Professional Services                        | Proof of professional licenses/certifications                                                      | ✓        | VAE      |
| Renewal                           | Professional Services;<br>Goods and services | Provision concerning renewal included where appropriate                                            | n/a      | VAE      |
| Term                              | All Contracts                                | One year term for professional services, two years for goods and services, or Statutory exception. | 1 yr     | VAE      |
| Termination                       | All Contracts                                | Right to terminate included when appropriate                                                       | ✓        | VAE      |
| Financial                         | All contracts                                | Has the economic impact of the transaction been evaluated?                                         | ✓        | VAE      |

same fee

Date: 1/16/2018

**2018**  
**AGREEMENT**  
**for**  
**CONTINUING DISCLOSURE and**  
**INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

**THIS AGREEMENT**, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Agreement") by and between Mountain Lakes Borough, 400 Boulevard, NJ, 07046-1520 (the "Issuer"), and Phoenix Advisors, LLC, 4 West Park Street, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services summarized in the accompanying Scopes of Services.

**WITNESSETH:**

**WHEREAS**, the Issuer has heretofore agreed through the execution of Continuing Disclosure Agreements ("CDAs") relating to one or more bond issuances to provide certain financial and other information and notices, within specified timeframes, in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

**WHEREAS**, Phoenix Advisors provides continuing disclosure agent services and has heretofore been appointed by the Issuer to provide the same until the expiration of this Agreement, as defined in Section 4 herein; and

**WHEREAS**, Phoenix Advisors, being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), provides professional municipal advisory services and has heretofore been appointed by the Issuer to provide such municipal advisory services until the expiration of this Agreement, as defined in Section 4 herein; and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Issuer.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

Section 1 Phoenix Advisors, exercising its duties of care and loyalty, will perform, inter alia, the tasks described in the Scopes of Services summarized and attached hereto.

Section 2 The Bond Issuer will compensate Phoenix Advisors for services provided in accordance with this agreement, as more particularly set forth below:

**Continuing Disclosure Agent Service:**

\$950 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding issue, if any, for which filings may be required, and \$200 for each new bond issue set up during the year. The setup fee will be invoiced at the time the new bonds are issued.

**Independent Registered Municipal Advisor**

There is **no separate fee** charged by Phoenix Advisors for being designated as your Independent Registered Municipal Advisor ("IRMA"). As your IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, preliminarily review financing proposals, or prepare preliminary project analyses. A separate fee addendum to this Agreement will be provided for your acknowledgement if you choose to have Phoenix Advisors involved in a debt issuance, to undertake an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance. Our goal is to be available to you and to add value when you need our expertise.

Section 3 Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority with respect to any decision of the Issuer or any official of the Issuer beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility with respect to federal securities laws and represents its intention to comply in all respects with federal securities laws.

Section 4 This Agreement, as to continuing disclosure services and municipal advisory services, is subject to annual renewal, and may be terminated by either the Issuer or Phoenix Advisors upon 30 days' prior written notice.

Section 5 This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, The Issuer has caused this Agreement to be duly executed by its authorized representative and has caused its corporate seal to be hereto affixed, and Phoenix Advisors has caused this Agreement to be duly executed by an authorized party as of the day and year first above written.


MOUNTAIN LAKES BOROUGH

By: \_\_\_\_\_

Name: Monica Goscicki

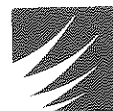
Title: Chief Financial Officer

PHOENIX ADVISORS, LLC

By: 

Name: David B. Thompson

Title: Chief Executive Officer



## **This is your 2017 Continuing Disclosure Report.**

We are pleased to provide your 2017 Continuing Disclosure Filing Record and 2017 Operating Data report.

Filing financial information on a timely basis is not simply a regulatory requirement. It is an effective way to put forth an accurate picture of your district's financial health, and to show the marketplace that you are proactive about your finances and your disclosure requirements.

Thank you for recognizing the importance of sound financial disclosure practices, and for choosing Phoenix Advisors, LLC to attend to your continuing disclosure requirements.

**Phoenix Advisors, LLC**  
**Mountain Lakes Borough, Morris, NJ**  
**Continuing Disclosure Filing Record**



**2007 General Improvement Bonds**

**Fiscal Year:** 12/31

**Cusip:** 624199

**Dated Date:** 09/01/2007

**First Call Date:**

**Date Called:**

**Required Documents:** ☒ Audit/CAFR ☐ ADS ☐ Unaudited ☒ Budget ☒ Operating Data

| Related Year | Document       | Due Date | Posted Date | On Time | Days Late | Failed to File |
|--------------|----------------|----------|-------------|---------|-----------|----------------|
| 2016         | Audit          | 9/27/17  | 6/9/17      | YES     |           |                |
| 2017         | Budget         | 9/27/17  | 5/2/17      | YES     |           |                |
| 2016         | Operating Data | 9/27/17  | 7/19/17     | YES     |           |                |
| 2016         | Unaudited      | 9/27/17  | 5/2/17      | YES     |           |                |
| 2015         | Audit          | 9/26/16  | 9/12/16     | YES     |           |                |
| 2016         | Budget         | 9/26/16  | 9/12/16     | YES     |           |                |
| 2015         | Operating Data | 9/26/16  | 9/12/16     | YES     |           |                |
| 2014         | Audit          | 9/27/15  | 9/12/16     | NO      | 351       |                |
| 2015         | Budget         | 9/27/15  | 9/12/16     | NO      | 351       |                |
| 2014         | Operating Data | 9/27/15  | 9/12/16     | NO      | 351       |                |
| 2013         | Audit          | 9/27/14  | 9/17/14     | YES     |           |                |
| 2014         | Budget         | 9/27/14  | 10/17/14    | NO      | 20        |                |
| 2013         | Operating Data | 9/27/14  | 10/22/14    | NO      | 25        |                |
| 2012         | Audit          | 9/27/13  | 9/17/14     | NO      | 355       |                |
| 2013         | Budget         | 9/27/13  | 10/17/14    | NO      | 385       |                |
| 2012         | Operating Data | 9/27/13  | 10/22/14    | NO      | 390       |                |
| 2011         | Audit          | 9/26/12  | 1/3/13      | NO      | 99        |                |
| 2012         | Budget         | 9/26/12  | 10/17/14    | NO      | 751       |                |
| 2011         | Operating Data | 9/26/12  | 10/22/14    | NO      | 756       |                |

**Material Events**

|                    |                     |                     |                                                                    |
|--------------------|---------------------|---------------------|--------------------------------------------------------------------|
| <b>Event Date:</b> | 1/17/13             | <b>Posted Date:</b> | 10/17/14                                                           |
| <b>Event Type:</b> | Rating Change-Moody | <b>Re:</b>          | Insurer-FSA Financial Security Assurance / Assured Guaranty Munici |

# Phoenix Advisors, LLC



2007 Ref GI Bonds

Fiscal Year: 12/31

Cusip: 624199

Dated Date: 11/20/2007

First Call Date:

Date Called:

Required Documents: ☒ Audit/CAFR ☐ ADS ☐ Unaudited ☒ Budget ☒ Operating Data

| Related Year | Document       | Due Date | Posted Date | On Time | Days Late | Failed to File |
|--------------|----------------|----------|-------------|---------|-----------|----------------|
| 2016         | Audit          | 9/27/17  | 6/9/17      | YES     |           |                |
| 2017         | Budget         | 9/27/17  | 5/2/17      | YES     |           |                |
| 2016         | Operating Data | 9/27/17  | 7/19/17     | YES     |           |                |
| 2016         | Unaudited      | 9/27/17  | 5/2/17      | YES     |           |                |
| 2015         | Audit          | 9/26/16  | 9/12/16     | YES     |           |                |
| 2016         | Budget         | 9/26/16  | 9/12/16     | YES     |           |                |
| 2015         | Operating Data | 9/26/16  | 9/12/16     | YES     |           |                |
| 2014         | Audit          | 9/27/15  | 9/12/16     | NO      | 351       |                |
| 2015         | Budget         | 9/27/15  | 9/12/16     | NO      | 351       |                |
| 2014         | Operating Data | 9/27/15  | 9/12/16     | NO      | 351       |                |
| 2013         | Audit          | 9/27/14  | 9/17/14     | YES     |           |                |
| 2014         | Budget         | 9/27/14  | 10/17/14    | NO      | 20        |                |
| 2013         | Operating Data | 9/27/14  | 10/22/14    | NO      | 25        |                |
| 2012         | Audit          | 9/27/13  | 9/17/14     | NO      | 355       |                |
| 2013         | Budget         | 9/27/13  | 10/17/14    | NO      | 385       |                |
| 2012         | Operating Data | 9/27/13  | 10/22/14    | NO      | 390       |                |
| 2011         | Audit          | 9/26/12  | 1/3/13      | NO      | 99        |                |
| 2012         | Budget         | 9/26/12  | 10/17/14    | NO      | 751       |                |
| 2011         | Operating Data | 9/26/12  | 10/22/14    | NO      | 756       |                |

## Material Events

|             |                     |              |                                                                    |
|-------------|---------------------|--------------|--------------------------------------------------------------------|
| Event Date: | 1/17/13             | Posted Date: | 10/17/14                                                           |
| Event Type: | Rating Change-Moody | Re:          | Insurer-FSA Financial Security Assurance / Assured Guaranty Munici |

# Phoenix Advisors, LLC



## 2009 Ref General Improvement Bonds

Cusip: 624199

Dated Date: 09/30/2009

First Call Date:

Fiscal Year:

12/31

Date Called:

Required Documents: ☒ Audit/CAFR ☐ ADS ☐ Unaudited ☒ Budget ☒ Operating Data

| Related Year | Document       | Due Date | Posted Date | On Time | Days Late | Failed to File |
|--------------|----------------|----------|-------------|---------|-----------|----------------|
| 2016         | Audit          | 9/27/17  | 6/9/17      | YES     |           |                |
| 2017         | Budget         | 9/27/17  | 5/2/17      | YES     |           |                |
| 2016         | Operating Data | 9/27/17  | 7/19/17     | YES     |           |                |
| 2016         | Unaudited      | 9/27/17  | 5/2/17      | YES     |           |                |
| 2015         | Audit          | 9/26/16  | 9/12/16     | YES     |           |                |
| 2016         | Budget         | 9/26/16  | 9/12/16     | YES     |           |                |
| 2015         | Operating Data | 9/26/16  | 9/12/16     | YES     |           |                |
| 2014         | Audit          | 9/27/15  | 9/12/16     | NO      | 351       |                |
| 2015         | Budget         | 9/27/15  | 9/12/16     | NO      | 351       |                |
| 2014         | Operating Data | 9/27/15  | 9/12/16     | NO      | 351       |                |
| 2013         | Audit          | 9/27/14  | 9/17/14     | YES     |           |                |
| 2014         | Budget         | 9/27/14  | 10/17/14    | NO      | 20        |                |
| 2013         | Operating Data | 9/27/14  | 10/22/14    | NO      | 25        |                |
| 2012         | Audit          | 9/27/13  | 9/17/14     | NO      | 355       |                |
| 2013         | Budget         | 9/27/13  | 10/17/14    | NO      | 385       |                |
| 2012         | Operating Data | 9/27/13  | 10/22/14    | NO      | 390       |                |
| 2011         | Audit          | 9/26/12  | 1/3/13      | NO      | 99        |                |
| 2012         | Budget         | 9/26/12  | 10/17/14    | NO      | 751       |                |
| 2011         | Operating Data | 9/26/12  | 10/22/14    | NO      | 756       |                |

### Material Events

|             |                   |              |          |
|-------------|-------------------|--------------|----------|
| Event Date: | 1/9/13            | Posted Date: | 10/17/14 |
| Event Type: | Rating Change-S&P | Re:          | Issuer   |

# Phoenix Advisors, LLC



2013 Bonds

Fiscal Year:

12/31

Cusip: 624199

Dated Date: 01/29/2013

First Call Date:

Date Called:

Required Documents: ☒ Audit/CAFR ☐ ADS ☐ Unaudited ☐ Budget ☒ Operating Data

| Related Year | Document       | Due Date | Posted Date | On Time | Days Late | Failed to File |
|--------------|----------------|----------|-------------|---------|-----------|----------------|
| 2016         | Audit          | 8/28/17  | 6/9/17      | YES     |           |                |
| 2016         | Operating Data | 8/28/17  | 7/19/17     | YES     |           |                |
| 2016         | Unaudited      | 8/28/17  | 5/2/17      | YES     |           |                |
| 2015         | Audit          | 8/27/16  | 9/12/16     | NO      | 16        |                |
| 2015         | Operating Data | 8/27/16  | 9/12/16     | NO      | 16        |                |
| 2014         | Audit          | 8/28/15  | 9/12/16     | NO      | 381       |                |
| 2014         | Operating Data | 8/28/15  | 9/12/16     | NO      | 381       |                |
| 2013         | Audit          | 8/28/14  | 9/17/14     | NO      | 20        |                |
| 2013         | Operating Data | 8/28/14  | 9/12/16     | NO      | 746       |                |

## Material Events

Event Date:

Posted Date:

Event Type:

Re:

## **INFORMATION REGARDING THE BOROUGH<sup>1</sup>**

The following material presents certain economic and demographic information of the Borough of Mountain Lakes (the "Borough"), in the County of Morris (the "County"), State of New Jersey (the "State").

### **Retirement Systems**

All full-time permanent or qualified Borough employees who began employment after 1944 must enroll in one of two retirement systems depending upon their employment status. These systems were established by acts of the State Legislature. Benefits, contributions, means of funding and the manner of administration are set by State law. The Division of Pensions, within the New Jersey Department of Treasury (the "Division"), is the administrator of the funds with the benefit and contribution levels set by the State. The Borough is enrolled in the Public Employees' Retirement System ("PERS") and the Police and Firemen's Retirement System ("PFRS").

### **Pension Information<sup>2</sup>**

Employees who are eligible to participate in a pension plan are enrolled in PERS or PFRS, administered by the Division. The Division annually charges municipalities and other participating governmental units for their respective contributions to the plans based upon actuarial calculations. The employees contribute a portion of the cost.

*[Remainder of Page Intentionally Left Blank]*

---

<sup>1</sup> Source: The Borough, unless otherwise indicated.

<sup>2</sup> Source: State of New Jersey Department of Treasury, Division of Pensions and Benefits

### **Employment and Unemployment Comparisons**

For the following years, the New Jersey Department of Labor reported the following annual average employment information for the Borough, the County, and the State:

|                       | <b><u>Total Labor<br/>Force</u></b> | <b><u>Employed<br/>Labor Force</u></b> | <b><u>Total<br/>Unemployed</u></b> | <b><u>Unemployment<br/>Rate</u></b> |
|-----------------------|-------------------------------------|----------------------------------------|------------------------------------|-------------------------------------|
| <b><u>Borough</u></b> |                                     |                                        |                                    |                                     |
| 2016                  | 1,858                               | 1,802                                  | 56                                 | 3.0%                                |
| 2015                  | 1,867                               | 1,804                                  | 63                                 | 3.4%                                |
| 2014                  | 1,861                               | 1,780                                  | 81                                 | 4.4%                                |
| 2013                  | 1,868                               | 1,772                                  | 96                                 | 5.1%                                |
| 2012                  | 1,899                               | 1,782                                  | 117                                | 6.2%                                |
| <b><u>County</u></b>  |                                     |                                        |                                    |                                     |
| 2016                  | 260,506                             | 250,348                                | 10,158                             | 3.9%                                |
| 2015                  | 263,272                             | 252,145                                | 11,127                             | 4.2%                                |
| 2014                  | 262,018                             | 248,904                                | 13,114                             | 5.0%                                |
| 2013                  | 263,328                             | 247,144                                | 16,184                             | 6.1%                                |
| 2012                  | 267,661                             | 248,680                                | 18,981                             | 7.1%                                |
| <b><u>State</u></b>   |                                     |                                        |                                    |                                     |
| 2016                  | 4,524,262                           | 4,299,923                              | 224,315                            | 5.0%                                |
| 2015                  | 4,545,083                           | 4,291,650                              | 253,417                            | 5.6%                                |
| 2014                  | 4,518,715                           | 4,218,423                              | 300,277                            | 6.6%                                |
| 2013                  | 4,537,800                           | 4,166,000                              | 371,800                            | 8.2%                                |
| 2012                  | 4,595,500                           | 4,159,300                              | 436,200                            | 9.5%                                |

Source: New Jersey Department of Labor, Office of Research and Planning, Division of Labor Market and Demographic Research, Bureau of Labor Force Statistics, Local Area Unemployment Statistics

### **Income (as of 2010)**

|                         | <b><u>Borough</u></b> | <b><u>County</u></b> | <b><u>State</u></b> |
|-------------------------|-----------------------|----------------------|---------------------|
| Median Household Income | \$155,139             | \$96,747             | \$71,180            |
| Median Family Income    | 181,600               | 114,694              | 86,779              |
| Per Capita Income       | 75,525                | 51,829               | 35,768              |

Source: US Bureau of the Census 2010

### Population

The following tables summarize population increases and the decreases for the Borough, the County, and the State.

| <u>Year</u> | <u>Borough</u>    |                 | <u>County</u>     |                 | <u>State</u>      |                 |
|-------------|-------------------|-----------------|-------------------|-----------------|-------------------|-----------------|
|             | <u>Population</u> | <u>% Change</u> | <u>Population</u> | <u>% Change</u> | <u>Population</u> | <u>% Change</u> |
| 2010        | 4,160             | -2.26%          | 492,276           | 4.69%           | 8,791,894         | 4.49%           |
| 2000        | 4,256             | 10.63           | 470,212           | 11.60           | 8,414,350         | 8.85            |
| 1990        | 3,847             | -7.37           | 421,353           | 3.37            | 7,730,188         | 4.96            |
| 1980        | 4,153             | -12.37          | 407,630           | 6.30            | 7,365,001         | 2.75            |
| 1970        | 4,739             | 17.39           | 383,454           | 46.57           | 7,168,164         | 18.15           |

Source: United States Department of Commerce, Bureau of the Census

### Largest Taxpayers

The ten largest taxpayers in the Borough and their assessed valuations are listed below:

| <u>Taxpayers</u>                  | <u>2016</u>               | <u>% of Total</u>         |
|-----------------------------------|---------------------------|---------------------------|
|                                   | <u>Assessed Valuation</u> | <u>Assessed Valuation</u> |
| Fairfield Industrial LLC          | \$15,174,100              | 1.27%                     |
| GIM Mountain Lakes Investors, LLC | 8,450,000                 | 0.71%                     |
| GIM Mountain Lakes Investors, LLC | 5,898,400                 | 0.49%                     |
| Mountain Lakes Association        | 5,500,000                 | 0.46%                     |
| Deluxe Corportation               | 5,236,700                 | 0.44%                     |
| Mountain Lakes Club               | 4,438,300                 | 0.37%                     |
| Evergreen Realty Group, LLC       | 4,200,000                 | 0.35%                     |
| Zeris Brothers Inc.               | 2,912,700                 | 0.24%                     |
| Individual Taxpayer               | 2,732,700                 | 0.23%                     |
| GIM Mountain Lakes Investors, LLC | <u>2,718,300</u>          | <u>0.23%</u>              |
| <b>Total</b>                      | <u><b>57,261,200</b></u>  | <u><b>4.80%</b></u>       |

Source: Comprehensive Annual Financial Report of the School District and Municipal Tax Assessor

**Comparison of Tax Levies and Collections**

| <u>Year</u> | <u>Tax Levy</u> | <u>Current Year<br/>Collection</u> | <u>Current Year<br/>Percentage of Collection</u> |
|-------------|-----------------|------------------------------------|--------------------------------------------------|
| 2016        | \$30,310,374    | \$29,893,484                       | 98.62%                                           |
| 2015        | 29,447,982      | 29,200,517                         | 99.16%                                           |
| 2014        | 28,884,233      | 28,715,660                         | 99.42%                                           |
| 2013        | 28,293,119      | 27,940,792                         | 98.75%                                           |
| 2012        | 27,859,870      | 27,258,949                         | 97.84%                                           |

Source: Annual Audit Reports of the Borough

**Delinquent Taxes and Tax Title Liens**

| <u>Year</u> | <u>Amount of Tax<br/>Title Liens</u> | <u>Amount of<br/>Delinquent Tax</u> | <u>Total<br/>Delinquent</u> | <u>% of<br/>Tax Levy</u> |
|-------------|--------------------------------------|-------------------------------------|-----------------------------|--------------------------|
| 2016        | \$0                                  | \$217,685                           | \$217,685                   | 0.74%                    |
| 2015        | \$0                                  | \$217,981                           | \$217,981                   | 0.75%                    |
| 2014        | 0                                    | 109,488                             | 109,488                     | 0.39%                    |
| 2013        | 0                                    | 332,525                             | 332,525                     | 1.19%                    |
| 2012        | 0                                    | 388,128                             | 388,128                     | 1.41%                    |

Source: Annual Audit Reports of the Borough

**Property Acquired by Tax Lien Liquidation**

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------|
| 2016        | \$169,885     |
| 2015        | 169,885       |
| 2014        | 169,885       |
| 2013        | 169,885       |
| 2012        | 169,885       |

Source: Annual Audit Reports of the Borough

### **Tax Rates per \$100 of Net Valuations Taxable and Allocations**

The table below lists the tax rates for Borough residents for the past five (5) years.

| <u>Year</u> | <u>Municipal</u> | <u>Local School</u> | <u>County</u> | <u>Total Taxes</u> |
|-------------|------------------|---------------------|---------------|--------------------|
| 2016        | \$0.514          | \$1.730             | \$0.284       | \$2.528            |
| 2015        | 0.492            | 1.697               | 0.279         | 2.468              |
| 2014        | 0.475            | 1.662               | 0.285         | 2.422              |
| 2013        | 0.462            | 1.651               | 0.274         | 2.387              |
| 2012        | 0.409            | 1.509               | 0.245         | 2.163              |

Source: Abstract of Ratables and State of New Jersey – Property Taxes

### **Valuation of Property**

| <u>Year</u> | <u>Aggregate Assessed Valuation of Real Property</u> | <u>Aggregate True Value of Real Property</u> | <u>Ratio of Assessed to True Value</u> | <u>Assessed Value of Personal Property</u> | <u>Equalized Valuation</u> |
|-------------|------------------------------------------------------|----------------------------------------------|----------------------------------------|--------------------------------------------|----------------------------|
| 2016        | \$1,193,098,900                                      | \$1,317,904,452                              | 90.53%                                 | \$803,200                                  | \$1,318,707,652            |
| 2015        | 1,188,952,600                                        | 1,323,263,884                                | 89.85                                  | 803,200                                    | 1,319,415,553              |
| 2014        | 1,187,415,000                                        | 1,315,258,086                                | 90.28                                  | 1,284,800                                  | 1,316,542,886              |
| 2013        | 1,180,790,700                                        | 1,313,010,897                                | 89.93                                  | 1,284,800                                  | 1,314,295,697              |
| 2012        | 1,284,087,700                                        | 1,294,051,900                                | 99.23                                  | 1,274,842                                  | 1,295,326,742              |

Source: Abstract of Ratables and State of New Jersey – Table of Equalized Valuations

### **Classification of Ratables**

The table below lists the comparative assessed valuation for each classification of real property within the Borough for the past five (5) years.

| <u>Year</u> | <u>Vacant Land</u> | <u>Residential</u> | <u>Farm</u> | <u>Commercial</u> | <u>Industrial</u> | <u>Apartments</u> | <u>Total</u>    |
|-------------|--------------------|--------------------|-------------|-------------------|-------------------|-------------------|-----------------|
| 2016        | \$14,105,200       | \$1,081,603,000    | \$2,700     | \$94,161,900      | \$3,226,100       | \$0               | \$1,193,098,900 |
| 2015        | 16,352,300         | 1,075,076,800      | 2,700       | 94,294,700        | 3,226,100         | 0                 | 1,188,952,600   |
| 2014        | 19,674,200         | 1,070,204,200      | 2,700       | 94,307,800        | 3,226,100         | 0                 | 1,187,415,000   |
| 2013        | 20,488,200         | 1,062,765,900      | 2,700       | 94,307,800        | 3,226,100         | 0                 | 1,180,790,700   |
| 2012        | 20,677,400         | 1,159,132,100      | 2,700       | 101,049,400       | 3,226,100         | 0                 | 1,284,087,700   |

Source: Abstract of Ratables and State of New Jersey – Property Value Classification

## Financial Operations

The following table summarizes the Borough's Current Fund budget for the past five (5) fiscal years ending December 31. The following summary should be used in conjunction with the tables in the sourced documents from which it is derived.

### **Summary of Current Fund Budget**

| <u>Anticipated Revenues</u>                                  | <u>2013</u>        | <u>2014</u>        | <u>2015</u>        | <u>2016</u>        | <u>2017</u>        |
|--------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| Fund Balance                                                 | \$895,000          | \$1,295,000        | \$1,500,000        | \$741,000          | \$1,028,400        |
| Miscellaneous Revenues                                       | 1,682,039          | 1,326,944          | 1,471,959          | 1,841,145          | 1,201,189          |
| Receipts from Delinquent Taxes                               | 388,000            | 330,000            | 109,000            | 212,500            | 315,000            |
| Amount to be Raised by Taxes for Support of Municipal Budget | <u>5,469,340</u>   | <u>5,649,827</u>   | <u>5,810,946</u>   | <u>6,132,253</u>   | <u>6,223,970</u>   |
| Total Revenue:                                               | <u>\$8,434,379</u> | <u>\$8,601,771</u> | <u>\$8,891,905</u> | <u>\$8,926,898</u> | <u>\$8,768,559</u> |
| <u>Appropriations</u>                                        |                    |                    |                    |                    |                    |
| General Appropriations                                       | \$5,279,940        | \$5,285,764        | \$5,398,676        | \$5,531,490        | \$5,563,005        |
| Operations                                                   | 418,981            | 448,914            | 458,068            | 449,457            | 476,972            |
| Deferred Charges and Statutory Expenditures                  | 100,000            | 200,000            | 200,000            | 0                  | 20,887             |
| Judgments                                                    | 0                  | 0                  | 0                  | 0                  | 0                  |
| Capital Improvement Fund                                     | 32,240             | 35,000             | 37,500             | 113,445            | 38,865             |
| Municipal Debt Service                                       | 1,179,300          | 1,133,463          | 1,280,213          | 1,231,825          | 1,289,330          |
| Reserve for Uncollected Taxes                                | <u>1,423,918</u>   | <u>1,498,631</u>   | <u>1,517,449</u>   | <u>1,600,682</u>   | <u>1,379,500</u>   |
| Total Appropriations:                                        | <u>\$8,434,379</u> | <u>\$8,601,771</u> | <u>\$8,891,905</u> | <u>\$8,926,898</u> | <u>\$8,768,559</u> |

Source: Annual Adopted Budgets of the Borough

## Fund Balance

### Current Fund

The following table lists the Borough's fund balance and the amount utilized in the succeeding year's budget for the Current Fund for the past five (5) fiscal years ending December 31.

| <u>Year</u> | <u>Fund Balance - Current Fund</u> |                           |
|-------------|------------------------------------|---------------------------|
|             | <u>Balance</u>                     | <u>Utilized in Budget</u> |
|             | <u>12/31</u>                       | <u>of Succeeding Year</u> |
| 2016        | \$1,628,624                        | \$1,028,400               |
| 2015        | 763,237                            | 741,000                   |
| 2014        | 1,642,101                          | 1,500,000                 |
| 2013        | 1,325,445                          | 1,295,000                 |
| 2012        | 898,086                            | 895,000                   |

Source: Annual Audit Reports of the Borough

Sewer Utility Operating Fund

The following table lists the Borough's fund balance and the amount utilized in the succeeding year's budget for the Sewer Utility Operating Fund for the past five (5) fiscal years ending December 31.

**Fund Balance-Sewer Utility Operating Fund**

| <u>Year</u> | <u>Balance<br/>12/31</u> | <u>Utilized in Budget<br/>of Succeeding Year</u> |
|-------------|--------------------------|--------------------------------------------------|
| 2016        | \$78,242                 | \$35,000                                         |
| 2015        | 140,419                  | 72,500                                           |
| 2014        | 37,466                   | 37,000                                           |
| 2013        | 1,902                    | 0                                                |
| 2012        | 55,902                   | 54,000                                           |

Source: Annual Audit Reports of the Borough

Water Utility Operating Fund

The following table lists the Borough's fund balance and the amount utilized in the succeeding year's budget for the Water Utility Operating Fund for the past five (5) fiscal years ending December 31.

**Fund Balance - Water Utility Operating Fund**

| <u>Year</u> | <u>Balance<br/>12/31</u> | <u>Utilized in Budget<br/>of Succeeding Year</u> |
|-------------|--------------------------|--------------------------------------------------|
| 2016        | \$228,127                | \$60,000                                         |
| 2015        | 140,419                  | 70,000                                           |
| 2014        | 68,799                   | 68,000                                           |
| 2013        | 185,736                  | 168,750                                          |
| 2012        | 124,239                  | 87,050                                           |

Source: Annual Audit Reports of the Borough

**Borough Indebtedness as of December 31, 2016**

**General Purpose Debt**

|                                           |             |
|-------------------------------------------|-------------|
| Serial Bonds                              | \$5,495,000 |
| Bond Anticipation Notes                   | 2,214,000   |
| Bonds and Notes Authorized but Not Issued | 1,465,706   |
| Other Bonds, Notes and Loans              | <u>0</u>    |
| Total:                                    | \$9,174,706 |

**Local School District Debt**

|                                           |             |
|-------------------------------------------|-------------|
| Serial Bonds                              | \$9,535,000 |
| Temporary Notes Issued                    | 0           |
| Bonds and Notes Authorized but Not Issued | <u>0</u>    |
| Total:                                    | \$9,535,000 |

**Self-Liquidating Debt**

|                                           |          |
|-------------------------------------------|----------|
| Serial Bonds                              | \$0      |
| Bond Anticipation Notes                   | 0        |
| Bonds and Notes Authorized but Not Issued | 0        |
| Other Bonds, Notes and Loans              | <u>0</u> |
| Total:                                    | \$0      |

**TOTAL GROSS DEBT**

**\$18,709,706**

Less: Statutory Deductions

|                            |             |
|----------------------------|-------------|
| General Purpose Debt       | \$0         |
| Local School District Debt | 9,535,000   |
| Self-Liquidating Debt      | <u>0</u>    |
| Total:                     | \$9,535,000 |

**TOTAL NET DEBT**

**\$9,174,706**

Source: Annual Debt Statement of the Borough

*[Remainder of Page Intentionally Left Blank]*

**Overlapping Debt (as of December 31, 2016)<sup>3</sup>**

| <b><u>Name of Related Entity</u></b> | <b><u>Related Entity<br/>Debt Outstanding</u></b> | <b><u>Borough<br/>Percentage</u></b> | <b><u>Borough<br/>Share</u></b> |
|--------------------------------------|---------------------------------------------------|--------------------------------------|---------------------------------|
| Local School District                | \$9,535,000                                       | 100.00%                              | \$9,535,000                     |
| County                               | 221,180,986                                       | 1.46%                                | 3,224,496                       |
| Net Indirect Debt                    |                                                   |                                      | \$12,759,496                    |
| Net Direct Debt                      |                                                   |                                      | <u>9,174,706</u>                |
| Total Net Direct and Indirect Debt   |                                                   |                                      | <b><u>\$21,934,202</u></b>      |

**Debt Limit**

|                                                         |                            |
|---------------------------------------------------------|----------------------------|
| Average Equalized Valuation Basis (2014, 2015, 2016)    | \$1,318,808,807            |
| Permitted Debt Limitation (3 1/2%)                      | 46,158,308                 |
| Less: Net Debt                                          | <u>9,174,706</u>           |
| Remaining Borrowing Power                               | <b><u>\$36,983,602</u></b> |
| Percentage of Net Debt to Average Equalized Valuation   | 0.70%                      |
| Gross Debt Per Capita based on 2010 population of 4,262 | \$4,390                    |
| Net Debt Per Capita based on 2010 population of 4,262   | \$2,153                    |

Source: Annual Debt Statement of the Borough

---

<sup>3</sup> Borough percentage of County debt is based on the Borough's share of total equalized valuation in the County.

**Resolution 62-18**

**RESOLUTION TO ENTER IN TO A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF  
MADISON AND THE BOROUGH OF MOUNTAIN LAKES**

**WHEREAS**, the Borough of Mountain Lakes and the Borough of Madison determined it to be in their mutual best interests to provide for the sharing of personnel and resources by their respective Municipalities as authorized by N.J.S.A. 40A:65.1, *et seq.* and wish to enter into an Shared Services Agreement (hereinafter "the Agreement") for Shared Information Technology Services; and

**NOW, THEREFORE, IN CONSIDERATION OF** the promises and mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, hereby agree that the Shared Services Agreement dated is amended as follows:

1. The Borough of Mountain Lakes agrees to annually pay to the Borough of Madison a retainer of \$530.00 per month for calendar year 2018 plus an hourly rate of either \$80 per hour or \$106 per hour based on the type of support provided as outlined in the Agreement.
2. The first term of the Shared Services Agreement shall be January 1, 2018 through December 31, 2018.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 22, 2018.

\_\_\_\_\_  
Valerie A. Egan, Municipal Clerk

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

**Borough of Mountain Lakes  
Contract Review Checklist**

**Vendor/Professional:** Madison Borough IT

**Financial Impact:**

| Item                              | Applicability                                | Standard                                                                                           | Verified    | Reviewer |
|-----------------------------------|----------------------------------------------|----------------------------------------------------------------------------------------------------|-------------|----------|
| Affirmative Action                | Goods and Services;<br>Professional Services | Employee information report provided                                                               | n/a         | vae      |
| Business Registration             | Goods and Services;<br>Professional Services | Copy of Registration provided                                                                      | n/a         | vae      |
| Attorney Review                   | All Contracts                                | Confirmation that the agreement has been reviewed by the Borough Attorney                          | ✓ 2017      | vae      |
| Confidentiality                   | Professional Services;<br>Goods and Services | Provisions when appropriate included in the contract                                               | n/a         | vae      |
| Corporate Disclosure              | Goods and Services;<br>Professional Services | Disclosure affidavit provided.                                                                     | n/a         | vae      |
| Insurance                         | All Contracts                                | Proof of insurance as required by RFP, Specifications, or Contract                                 | n/a         | vae      |
| Debarment                         | Public Works                                 | Vender not currently on the State debarment list                                                   | n/a         | vae      |
| Invoice Process                   | All Contracts                                | Consistent with Local Public Contracts law and Borough procedures.                                 | n/a         | vae      |
| Non-collusion                     | All Contracts                                | Non-collusion affidavit has been signed                                                            | n/a         | vae      |
| Non-performance                   | All Contracts                                | Provision addressing consequences for non-performance or breach of agreement.                      | n/a         | vae      |
| Political Contribution Disclosure | Professional Services                        | Disclosure language in contract; form completed                                                    | n/a         | vae      |
| Payment Terms                     | All Contracts                                | Do standard payment terms apply?                                                                   | n/a         | vae      |
| Professional Appointment          | Professional Services                        | Has a resolution of appointment been adopted                                                       | 11/22/18    | vae      |
| Qualifications                    | Professional Services                        | Proof of professional licenses/certifications                                                      | n/a         | vae      |
| Renewal                           | Professional Services;<br>Goods and services | Provision concerning renewal included where appropriate                                            | n/a         | vae      |
| Term                              | All Contracts                                | One year term for professional services, two years for goods and services, or Statutory exception. | to 12/31/18 | vae      |
| Termination                       | All Contracts                                | Right to terminate included when appropriate                                                       | ✓           | vae      |
| Financial                         | All contracts                                | Has the economic impact of the transaction been evaluated?                                         | ✓ 2%        | vae      |

**Date:** 1/16/2018

**SHARED SERVICES AGREEMENT  
WITH THE Borough of Mountain Lakes**

**SHARED INFORMATION TECHNOLOGY SERVICES**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_ 2017, by and between the **BOROUGH OF MADISON**, a Municipal Corporation of the State of New Jersey ("Madison"), having an office at 50 Kings Road, Madison, New Jersey and the **Borough of Mountain Lakes**, a Municipal Corporation of the State of New Jersey ("Mountain Lakes"), having an office at 400 Boulevard, Mountain Lakes, New Jersey 07046.

**WITNESSETH**

**WHEREAS**, Madison and Mountain Lakes(collectively referred to as the "Parties") seek to enter into a Shared Services Agreement ("Agreement") pursuant to the provisions of the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*); and

**WHEREAS**, the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*) authorizes and empowers the Parties to enter into this Agreement; and

**WHEREAS**, the Parties have adopted Resolutions and/or Ordinances to authorize this Agreement; and

**WHEREAS**, this Agreement provides for certain Information Technology Support Services ("IT Support") to be provided by Madison to Mountain Lakes in accordance with the terms and conditions set forth herein; and

**WHEREAS**, this Shared Services Agreement is subject to resolutions of the Governing Bodies of Madison and Mountain Lakes approving same; and

**WHEREAS**, the Parties have filed a copy of this Agreement with the Division of Local Government Services in the Department of Community Affairs pursuant to (C:40A:65-4);

**NOW, THEREFORE,** in consideration of the terms and conditions hereinafter set forth,  
the Parties agree as follows:

1. Madison shall provide Mountain Lakes with up to six (6) hours of IT Support per day, subject to existing work load obligations.

2. The IT Support would be delivered either on site or remotely, depending upon the nature and immediacy of the problem.

3. Mountain Lakes will be billed on a monthly basis for the IT Support as follows:

- \$530 base charge monthly
- \$80 an hour for remote access sessions or phone support in excess of 15 minutes taking place during "normal business hours," defined as between 8:30 AM and 5:00 PM, Monday through Friday.
- \$106 an hour with a 1 hour minimum for remote access sessions or phone support taking place outside of normal business hours, or on Holidays or weekends.
- \$80 an hour with a one hour minimum for on-site sessions taking place during normal business hours.
- \$106 an hour with a two hour minimum for on-site sessions taking place outside of normal business hours, or on Holidays or weekends.

Madison shall provide Mountain Lakes with monthly documentation of the IT Support services rendered.

4. The IT Support provided by Madison to Mountain Lakes, consistent with the terms herein shall be as follows:

- a. Responding to workstation and network problems and making necessary repairs;
- b. Providing general desktop support, and facilitating use of vertical applications;
- c. Maintaining anti-virus, spyware and other intruder detection software;
- d. Overseeing nightly back-up systems;
- e. Assisting with the purchase of computer supplies and equipment; and
- f. Prioritizing and scheduling work accordingly, as needed.

5. This Agreement shall commence on or about January 1, 2018 and will end on December 31, 2018.

6. Either party may cancel this Agreement upon thirty (30) days written notice to the other.

7. The Parties can agree to renew this Agreement upon thirty (30) days written

notice prior to the expiration of the Agreement, with the understanding that there will be a 2% increase in all fees and charges to take place on January 1 of each subsequent year.

8. **Insurance.** The Parties shall provide insurance coverage naming each other as additional insured for the use of each other's equipment and facilities. The Parties shall submit proof of and maintain liability insurance in the amount of at least one million (\$1,000,000) dollars upon the execution of the Agreement and the duration of same.

9. **Assignment.** The Parties shall retain the work under their respective control and shall not assign, transfer, or sublet or otherwise dispose of this Agreement or any right to responsibility hereunder, without the previous written consent of the Parties. The Parties shall not assign, in any way, the monies due or to become due under this Agreement. Any assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.

10. **Indemnification.** The Parties shall indemnify and hold each other, all representatives thereof, harmless from and against any and all claims, damages, losses and expenses to the extent caused by the Parties negligent acts, errors, intentional acts or omissions in the performance of their services and responsibilities under this Agreement.

11. **Confidentiality.** The Parties acknowledge that all information, data, strategies, positions and the like, which the IT support personnel may be exposed to or gain knowledge of by virtue of this Agreement is confidential in nature and shall not be disseminated to the other party to this Agreement or any third party, except only as required by law or order of court.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **Severability.** In the event that any provision of this Agreement shall, for any

reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

14. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement.

15. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto.

16. **Headings.** The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

**IN WITNESS HEREOF**, the Parties have set their hand and seals and caused this Agreement to be executed on the day and year above written.

ATTEST:

\_\_\_\_\_  
Elizabeth Osborne, Borough Clerk

ATTEST:

\_\_\_\_\_  
Valerie Egan, Borough Clerk

**BOROUGH OF MADISON**

By: \_\_\_\_\_

Robert H. Conley, Mayor

**BOROUGH OF MOUNTAIN LAKES**

By: \_\_\_\_\_

Peter Holmberg, Mayor



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES  
BOROUGH COUNCIL JANUARY 3, 2018  
HELD AT MOUNTAIN LAKES HIGH SCHOOL,  
POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046**

**CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT-**

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

Municipal Clerk Valerie Egan called the meeting to order at 7:30 pm in the media center of the Mountain Lakes High School.

**PLEDGE OF ALLEGIANCE** – Clerk Valerie Egan

**INVOCATION** – Rev. Dr. Debra Duke, Community Church of Mountain Lakes

**ROLL CALL** – Borough Clerk

| <b>Roll Call</b> | <b><u>Present</u></b>               | <b><u>Absent</u></b>                |          | <b><u>Present</u></b>               | <b><u>Absent</u></b>     |
|------------------|-------------------------------------|-------------------------------------|----------|-------------------------------------|--------------------------|
| Barrett          | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Shepherd | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Happer           | <input type="checkbox"/>            | <input checked="" 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"/>            |          |                                     |                          |

**ELECTION OF MAYOR**

Ms. Egan asked for nomination for the office of Mayor.

Nomination of Lauren Barnett by Janet Horst

Second: Barrett

There were no other nominations.

Vote:

| <b>Council member</b> | <b>Yes</b>                          | <b>No</b>                | <b>Abstain</b>           | <b>Absent</b>            |
|-----------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Barrett               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Happer                | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Horst                 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Korman                | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shepherd              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Barnett               | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Holmberg              | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**OATH OF OFFICE – MAYOR**

Mayor Barnett was sworn in by Councilman William Barrett

**ELECTION OF DEPUTY MAYOR**

The Mayor will take nominations for Deputy Mayor

Nomination of William Barrett by Peter Holmberg

Second: Barnett

There were no other nominations.



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES  
BOROUGH COUNCIL JANUARY 3, 2018  
HELD AT MOUNTAIN LAKES HIGH SCHOOL,  
POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046**

**Vote:**

| Council member | Yes                                 | No                       | Abstain                  | Absent                   |
|----------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Barrett        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Happer         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Horst          | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Korman         | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shepherd       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Barnett        | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Holmberg       | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

**OATH OF OFFICE – DEPUTY MAYOR**

Attorney Robert Oostdyk swore in Deputy Mayor Barrett

**MEMORIAL STATEMENT BY COUNCIL**

All of the Council members read a list of present and past residents that passed away in 2017.

**RESOLUTION 01-18, APPROVING OF OFFICERS OF THE MOUNTAIN LAKES FIRE DEPARTMENT**

| Council member | M                                   | 2nd                                 | Yes                                 | No                       | Abstain                  | Absent                              |
|----------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|
| Barrett        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Happer         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Horst          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| 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 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"/>            |

**OATH OF OFFICE – FIRE DEPARTMENT**

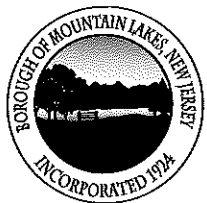
Mayor Barnett performed the swearing in of the Fire Department Officers: Chief Steven Castellucci, Deputy Chief Bill Bender and Assistant Chief Joe Mullaney

**Consent Agenda**

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

**\*RESOLUTIONS**

- 02-18 Resolution Establishing 2018 Borough Council Meeting Schedule
- 03-18 Resolution Designating Official Newspapers of the Borough for 2018
- 04-18 Resolution Establishing 2018 Borough Council Meeting Agenda
- 05-18 Resolution Designating 2018 Holiday Schedule
- 06-18 Resolution Authorizing Participation in the New Jersey State Tonnage Grant Program



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES  
BOROUGH COUNCIL JANUARY 3, 2018  
HELD AT MOUNTAIN LAKES HIGH SCHOOL,  
POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046**

- 07-18 Resolution Authorizing Participation in the Volunteer Tuition Credit Program
- 08-18 Resolution Supporting Traffic and Safety Ordinances
- 09-18 Resolution Supporting Efforts to Create 'Idle Free Zones' In the Borough of Mountain Lakes
- 10-18 Resolution to Support a 'Safe Routes to School' Program
- 11-18 Resolution to Protect and Maintain the Public Lands of the Borough of Mountain Lakes
- 12-18 Resolution to Close the Boulevard for the 2018 Memorial Day Parade
- 13-18 Resolution Appointing Special Police Officers – Mola, Mullaney, Sims
- 14-18 Resolution Appointing Assessment Search Officer – Egan
- 15-18 Resolution Appointing Tax Search Officer - Purcell
- 16-18 Resolution Appointing JIF Representatives –Stern, Egan
- 18-18 Resolution Appointing Dog and Cat Licensing Official - Egan
- 18-18 Resolution Appointing Municipal Court Personnel – Mason, Weininger, Smith
- 19-18 Resolution Appointing a Member and an Alternate Member to Serve on the Community Development Revenue Sharing Committee – Horst, Korman
- 20-18 Resolution Appointing the Municipal Housing Liaison – Stern
- 21-18 Resolution Authorizing Cancellation of Refunds and Delinquencies under \$10.00
- 22-18 Resolution Appointing PACO Officer - Stern
- 23-18 Resolution Establishing the Rate of Interest for Delinquent Taxes
- 24-18 Resolution Approving 2018 the Cash Management Plan
- 25-18 Resolution Designating Official Depositories for Borough Funds
- 26-18 Resolution Authorizing a Temporary Budget for the Calendar Year 2018
- 27-18 Resolution Relative to Audit Controls Required for the Issuance of Statutory Bonds by the Municipal Excess Liability Joint Insurance Fund (MEL)
- 28-18 Resolution Authorizing the Payment of Bills
- 29-18 Resolution authorizing the execution of a mutual aid agreement with the Township of Parsippany-Troy Hills for Basic Life Support
- 30-18 Resolution Authorizing the Execution of an Interlocal Services Agreement between the Borough of Mountain Lakes and the County of Morris for Dispatching Services



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES  
BOROUGH COUNCIL JANUARY 3, 2018  
HELD AT MOUNTAIN LAKES HIGH SCHOOL,  
POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046**

- 31-18 *Resolution Authorizing the Execution of An Interlocal Services Agreement with the Whippany River Watershed Action Committee and Authorizing the Appointment of Representatives to the Committee for the Calendar Year 2018 -Stern, Barnett*
- 32-18 *Resolution Authorizing a Professional Services Agreement for Legal Services between the Borough of Mountain Lakes and Murphy McKeon P.C.*
- 33-18 *Resolution Authorizing a Professional Services Agreement for Auditing Services between the Borough of Mountain Lakes and Nisivoccia LLP*
- 34-18 *Resolution Awarding a Contract for Professional Legal Services – Bond Counsel to Hawkins, Delafield & Wood, LLP*
- 35-18 *Resolution Authorizing a Professional Services Agreement for Engineering Services in Connection with the Management of Borough Owned Dams Between the Borough of Mountain Lakes and Ferriero Engineering, Inc.*
- 36-18 *Resolution Authorizing a Professional Services Agreement for Engineering Services between the Borough of Mountain Lakes and Anderson and Denzler Associates, Inc.*
- 37-18 *Resolution Awarding a Contract for Insurance Risk Consulting Services to Chadler Solutions, Inc.*
- 38-18 *Resolution Establishing the Borough Council Subcommittees for 2018 – Personnel, Shared Services, Public Safety*
- 39-18 *Resolution Re-Establishing the Woodlands Advisory Committee and Appointing Public Members for 2018*
- 40-18 *Resolution Re-Establishing the Traffic & Safety Advisory Committee and Appointing Public Members for 2018*
- 41-18 *Resolution Re-Establishing the Finance Advisory Committee and Appointing Public Members for 2018*
- 42-18 *Resolution Re-Establishing the Memorial Day Parade Advisory Committee and Appointing Public Members for 2018*
- 43-18 *Resolution Re-Establishing the Communication Advisory Committee and Appointing Public Members for 2018*
- 44-18 *Resolution Re-Establishing the Lakes Management Advisory Committee and Appointing Public Members for 2018*
- 45-18 *Resolution Re-Establishing the Memorial Park Committee and Appointing Public Members for 2018*
- 46-18 *Resolution Re-Establishing the Green Team Advisory Committee and Appointing Public Members for 2018*
- 47-18 *Resolution Re-Establishing the Public Works Advisory Committee of the Borough of Mountain Lakes and Appointing Public Members for 2018*



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES  
BOROUGH COUNCIL JANUARY 3, 2018  
HELD AT MOUNTAIN LAKES HIGH SCHOOL,  
POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046**

- 48-18 Resolution Re-Establishing the Affordable Housing Element and Fair Share Plan Advisory Committee and appointing public members for 2018
- 49-18 Resolution Re-Establishing the Economic Development Advisory Committee and appointing public members for 2018
- 50-18 Resolution in compliance with United States Equal Employment Opportunity Commission's enforcement guidance regarding arrest and conviction records
- 51-18 Resolution reaffirming the commitment of Mountain Lakes to remain a welcoming community
- 52-18 Transfer resolution
- 53-18 Resolution re-Establishing the Public Safety/Borough Hall Infrastructure Advisory Committee and appointing public members for 2018

**\*MINUTES**

Regular minutes of December 12, 2017 (Happer not eligible)  
Executive minutes of December 12, 2017 (Happer not eligible)

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

**Planning Board**

Tom Dagger, Class IV with a term running through 12/31/2021  
Mitchell Stern, Class II with a term running through 12/31/2018  
Nancy deTetre, Alternate #1 with a term running through 12/31/2019

**Zoning Board of Adjustment**

Stephen Vecchione, Member with a term running through 12/31/2021  
Annie Peters, Member with a term running through 12/31/2021  
Mark Caputo, Alternate #1 with a term running through 12/31/2018  
Kelly McCormick, Alternate #2 with a term running through 12/31/2019

**Health Commission**

Dr. Jesse Silverman, Member with a term running through 12/31/2020  
MJ O'leary, Member with a term running through 12/31/2020  
Kevin Duval, Alt. #1 with a term running through 12/31/2020  
Kelly Walsh, Alt.#2, with a term running through 12/31/2020

**Shade Tree Commission**

John Briggs, Member with a term running through 12/31/2022

**Board of Recreation Commissioners**

Beth Gellert, Member with a term running through 12/31/2020



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES  
BOROUGH COUNCIL JANUARY 3, 2018  
HELD AT MOUNTAIN LAKES HIGH SCHOOL,  
POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046**

*Mike Esposito, Member with a term running through 12/31/2020*  
*Ina Rose, Member with a term running through 12/31/2020*  
*John Kaplan, Board of Education Liaison running through 12/31/2018*

**Environmental Commission**

*Mimi Kaplan, Member with a term running through 12/31/2020*  
*Allison Rankin, Member with a term running through 12/31/2020*  
*Nicholas Coppola, Alternate #1 with a term running through 12/31/2019*

**Library Board**

*Jonathan Holasek, Trustee with a term running through 2/28/2020*  
*Sandy Batty, Trustee with a term running through 2/28/2021*  
*Bob Burn, trustee, with a term running through 2/28/2021*  
*Andrew Charwat, Trustee, with a term running through 2/28/2021*  
*Paulette Edelson, Trustee, with a term running through 2/28/2021*  
*Ann Greek, Trustee, with a term running through 2/28/2020*  
*Arthur Max, Trustee, with a term running through 2/28/2020*  
*James Moody, Trustee, with a term running through 2/28/2020*

**Mountain Lakes Historic Preservation Committee**

*Michael DeWitt, Member with a term running through 12/31/2021*

**\*COUNCIL LIAISON APPOINTMENTS**

| <b><u>Committee/Commission/Board</u></b>       | <b><u>Liaison/Member</u></b> |
|------------------------------------------------|------------------------------|
| <b>Health Commission</b>                       | <i>Happer</i>                |
| <b>Lakes Management Advisory Committee</b>     | <i>Horst</i>                 |
| <b>Fire Department</b>                         | <i>Barrett</i>               |
| <b>Traffic &amp; Safety Advisory Committee</b> | <i>Happer</i>                |
| <b>Environmental Commission</b>                | <i>Shepherd</i>              |
| <b>Recreation Commission</b>                   | <i>Barnett</i>               |
| <b>Library Board of Trustees</b>               | <i>Horst</i>                 |
| <b>Communications Advisory Committee</b>       | <i>Holmberg</i>              |
| <b>Memorial Day Advisory Committee</b>         | <i>Barnett</i>               |
| <b>Woodlands Management Advisory Committee</b> | <i>Horst</i>                 |
| <b>Zoning Board of Adjustment</b>              | <i>Korman</i>                |
| <b>Shade Tree Commission</b>                   | <i>Korman</i>                |
| <b>Historic Preservation Committee</b>         | <i>Barrett</i>               |



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES  
BOROUGH COUNCIL JANUARY 3, 2018  
HELD AT MOUNTAIN LAKES HIGH SCHOOL,  
POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046**

**Active Positions**

**Liaison/Member**

|                                                        |                                |
|--------------------------------------------------------|--------------------------------|
| <b><i>Finance Advisory Committee</i></b>               | Happer<br>Holmberg<br>Shepherd |
| <b><i>Public Works Advisory Committee</i></b>          | Barrett<br>Barnett<br>Happer   |
| <b><i>Planning Board</i></b>                           | Barnett<br>Shepherd            |
| <b><i>Affordable Housing</i></b>                       | Korman<br>Barrett              |
| <b><i>Economic Development</i></b>                     | Shepherd<br>Korman<br>Holmberg |
| <b><i>Public Safety</i></b>                            | Barnett<br>Happer<br>Holmberg  |
| <b><i>Community Development (County Committee)</i></b> | Horst<br>Korman, Alt           |
| <b><i>Boonton Kiwanis</i></b>                          | Holmberg                       |

**Subcommittees**

**Liaison/Member**

|                                            |                               |
|--------------------------------------------|-------------------------------|
| <b><i>Personnel Subcommittee</i></b>       | Barnett<br>Barrett<br>Horst   |
| <b><i>Shared Services Subcommittee</i></b> | Barnett<br>Happer<br>Shepherd |
| <b><i>Public Safety Subcommittee</i></b>   | Holmberg<br>Horst<br>Korman   |

**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 type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Horst          | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |



**MINUTES OF THE REORGANIZATION MEETING OF THE MOUNTAIN LAKES  
BOROUGH COUNCIL JANUARY 3, 2018  
HELD AT MOUNTAIN LAKES HIGH SCHOOL,  
POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046**

|          |                                     |                                     |                                     |                          |                          |                          |
|----------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Korman   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Shepherd | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Barnett  | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Holmberg | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

---

**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.

A resident thanked the council for their work on the corner of Roberts and Arden Roads.

**2018 MAYOR'S MESSAGE**

Mayor Barnett thanked this evening's attendees and her family. She thanked the employees who dealt with tax issue last week. She thanked the PD, Fire department and DPW. She thanked the community partners and the citizens of Mountain lakes. She thanked the council members. She mentioned the accomplishments of 2017. She mentioned that Mountain Lakes was honored as being the number one town to live in Morris County. The town achieved Silver status for Sustainable Jersey. She thanked former Mayor Peter Holmberg for his service and commitment. She thanked him for his mentoring. Mr. Barrett thanked Former Mayor Holmberg for two years of service and listed his achievements. Mr. Shepherd noted Mayor Holmberg's discipline. Ms. Horst thanked Ms. Holmberg for sharing her husband and thanked the spouses of all the volunteers. Ms. Korman thanked Mayor Holmberg for graciously welcoming four new councilmembers to council in 2017. She thanked him for all his time and for the time spent in the new manager search.

**ADJOURNMENT at 8:07**

Motion made by Councilmember Holmberg and seconded by Councilmember Shepherd to adjourn the meeting at 8:07pm, with all members in favor signifying by "Aye".

Respectfully Submitted

---

Valerie A. Egan



**BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

# **CONSTRUCTION OFFICE**

## **MONTHLY ACTIVITY REPORT**

**DECEMBER 2017**

### **ADMINISTRATIVE SUMMARY**

As expected, with the upcoming holiday season, there was a push to complete many of the residential projects. Inspection requests were fielded as contractors and homeowners attempted to finish their projects in a tight time frame. The inspectors accommodated the requests by adding additional stops to their normal schedules.

The usual lull in inspection activity around the holiday season is also offset by an increase in application submittals for anticipated projects. Planning has already begun on several new residential and commercial projects.

The frigid temperatures experienced during the month did restrict the types of construction that could be completed. While some contractors resorted to providing supplemental heat to the work areas, others rescheduled their activities to concentrate on interior work.

The weather brought with it an increase in the number of heating unit replacements and associated systems (fuel oil tanks, gas line installations, chimney liners, etc.). These are expected to continue especially with a protracted period of sub-normal temperatures.

Work has begun on the 2017 Annual Report for the Construction Office which is expected to show that the pace of construction activity is steadily increasing.

**Steven M. Gluck**  
Construction Official



Mountain Lakes Borough  
400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046

## Building Summary Report

All permits issued between the dates of 12/1/2017 and 12/31/2017.

| Permit Summary            |       | Totals                 |
|---------------------------|-------|------------------------|
| Number of Permits:        |       | 24                     |
| Number of Permit Updates: |       | 1                      |
| Construction Costs:       |       | \$323,330              |
| Total Square Footage      |       | 474                    |
| Fees Waived:              |       | \$22                   |
| Total Other Fees:         |       | \$0                    |
| Subcodes                  |       | Total Subcode Fees     |
| Building                  |       | \$4,434                |
| Electrical                |       | \$825                  |
| Elevator                  |       | \$0                    |
| Fire                      |       | \$75                   |
| Mechanical                |       | \$375                  |
| Plumbing                  |       | \$675                  |
| Certificates              | Count | Total Certificate Fees |
| Certificate of Approval   | 10    | \$0                    |
| Non-UCC Certificates      | Count | Total Certificate Fees |
| Non-UCC Certificates      | 0     | \$0                    |
| Subcode Fees Grand Total  |       | \$6,384                |
| Certificate Grand Total   |       | \$0                    |
|                           |       | <hr/> \$6,384          |



# Mountain Lakes Borough

*Fee Item Payment Totals 12/1/2017 to 12/31/2017*

Starting Receipt  
PMT-17-00387

Ending Receipt  
PMT-17-00434

Cash Total  
\$82.00

Check Total  
\$6,848.00

Charge Total  
\$0.00

Grand Total  
\$6,930.00

Fee Type  
Building Fee  
DCA Fee  
Electrical Fee  
Fire Fee  
Mechanical Fee  
Plumbing Fee

Account  
BUILDING FEE ACCOUNT  
DCA FEE ACCOUNT  
ELECTRICAL FEE ACCOUNT  
FIRE FEE ACCOUNT  
MECHANICAL FEE ACCOUNT  
PLUMBING FEE ACCOUNT

Bag #

| YTD Assigned       | Assigned         |
|--------------------|------------------|
| \$88,795.00        | \$4,434.00       |
| \$12,200.00        | \$548.00         |
| \$20,462.00        | \$825.00         |
| \$3,252.00         | \$75.00          |
| \$7,110.00         | \$375.00         |
| \$12,660.00        | \$675.00         |
| <hr/> \$144,479.00 | <hr/> \$6,932.00 |



Mountain Lakes Borough  
400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046

## Inspection Log Report

Inspections between the dates of 12/1/2017 and 12/31/2017.

| <b>Subcode</b>            | <b>Inspector</b> | <b>Inspection Count</b> |
|---------------------------|------------------|-------------------------|
| <b>Building</b>           | RUSS HEINEY      | 36                      |
|                           | Steven Gluck     | 1                       |
|                           |                  | <hr/> 37                |
| <b>Electrical</b>         | DAN MONOCO       | 37                      |
|                           |                  | <hr/> 37                |
| <b>Fire</b>               | RUSS HEINEY      | 8                       |
|                           |                  | <hr/> 8                 |
| <b>Mechanical</b>         | RUSS HEINEY      | 12                      |
|                           |                  | <hr/> 12                |
| <b>Plumbing</b>           | JOHN SCIALLA     | 27                      |
|                           |                  | <hr/> 27                |
| <b>Total Inspections:</b> |                  | 121                     |



Mountain Lakes Borough  
400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046

## Certificates Issued Summary

All certificates issued between the dates of 12/1/2017 and 12/31/2017.

| <i>Certificate</i>                 | <i>Count</i> | <i>Construction Cost</i> | <i>Fees</i> |
|------------------------------------|--------------|--------------------------|-------------|
| Certificate of Approval            | 26           | \$187,793                | \$0         |
| Temporary Certificate of Occupancy | 1            | \$91,000                 | \$50        |

| <i>Summary</i>                           | <i>Total</i> |
|------------------------------------------|--------------|
| <i>Total Certificates Issued</i>         | 27           |
| <i>Total Construction Cost</i>           | \$278,793    |
| <i>Total Certificates Fees Collected</i> | \$50         |



# Mountain Lakes Volunteer Fire Department

MOUNTAIN LAKES, NEW JERSEY 07046

EMERGENCY 911

973-394-1094 - NON EMERGENCY

TO: Mayor Barnett, Borough Council Members, Manager Mitchell Stern

FROM: Steve Castellucci, Chief

DATE: January 17, 2018

SUBJECT: November 2017 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of November 2017:

## FIRE CALLS (15)

| LOCATION               | DATE  | TIME     | DESCRIPTION                         |
|------------------------|-------|----------|-------------------------------------|
| 51 Pocono Road         | 11/1  | 7:41 AM  | Fire Alarm- Malfunction             |
| Wildwood School        | 11/2  | 5:00 PM  | Fire Alarm- Pulled by child         |
| 49 Old Bloomfield Ave  | 11/4  | 1:52 PM  | Elevator Alarm- False               |
| 26 Howell Road         | 11/4  | 2:04 PM  | Fire Alarm- Malfunction             |
| 333 Rt 46 West         | 11/6  | 10:30 AM | Electrical Fire                     |
| 44 Lake Drive          | 11/6  | 11:38 PM | Fire Alarm- Steam from Curling Iron |
| Blvd/Beechway          | 11/17 | 4:40 PM  | Wires Burning                       |
| 16 Rockaway Terr       | 11/18 | 9:45 AM  | CO Alarm-Malfunction                |
| Blvd/Briarcliff        | 11/19 | 10:03AM  | Wires Burning                       |
| Morris Ave/Briarcliff  | 11/19 | 12:54 PM | Transformer Fire                    |
| 46 Dartmouth Rd        | 11/20 | 8:58 PM  | Fire Alarm-Unattended cooking       |
| Rockaway Valley School | 11/21 | 10:00 AM | Assist BT with fire alarm           |
| Rt 46 East             | 11/26 | 7:28 PM  | Wires burning                       |
| 310 Rt 46 East         | 11/27 | 12:48 PM | Fire Alarm-Malfunction              |
| Boonton Twp FD         | 11/28 | 3:41 PM  | Stand by at BT firehouse            |

| DRILLS (5)   | DATE  | TIME    | DESCRIPTION               |
|--------------|-------|---------|---------------------------|
| High School  | 11/5  | 1:00 PM | Jr FD Drill               |
| DPW Yard     | 11/7  | 8:00 PM | Vehicle Extrication Drill |
| Fire Academy | 11/14 | 7:30 PM | Life Safety House         |
| High School  | 11/19 | 1:00 PM | Jr FD Drill               |
| DPW Yard     | 11/21 | 7:30 PM | Vehicle Extrication Drill |

## MEETINGS (2)

| LOCATION  | DATE  | TIME    | DESCRIPTION           |
|-----------|-------|---------|-----------------------|
| Academy   | 11/15 | 7:30 PM | County Chiefs Meeting |
| Firehouse | 11/28 | 8:00 PM | Business Meeting      |

**TRUCK AND EQUIPMENT CHECKS (1)**

| LOCATION  | DATE  | TIME    | DESCRIPTION                         |
|-----------|-------|---------|-------------------------------------|
| Firehouse | 11/28 | 8:30 PM | Engine One and two equipment checks |

**COMMUNITY EVENTS(1)**

| LOCATION | DATE  | TIME    | DESCRIPTION          |
|----------|-------|---------|----------------------|
| Boonton  | 11/25 | 1:00 PM | BFD Christmas parade |

**ANNOUNCEMENTS: None**

**Total Manhours: 495**



## Mountain Lakes Volunteer Fire Department

MOUNTAIN LAKES, NEW JERSEY 07046

EMERGENCY 911

973-394-1094 - NON EMERGENCY

TO: Mayor Barnett, Borough Council Members, Manager Mitchell Stern

FROM: Steve Castellucci, Chief

DATE: January 17, 2018

SUBJECT: December 2017 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of December 2017:

### FIRE CALLS (12)

| LOCATION           | DATE  | TIME     | DESCRIPTION                                                                                                                                                                               |
|--------------------|-------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Point View Place   | 12/8  | 11:40 AM | Contractor struck gas main                                                                                                                                                                |
| 52 Laurel Hill Rd  | 12/8  | 12:30 PM | Odor of Natural gas-unfounded                                                                                                                                                             |
| 52 Laurel Hill Rd  | 12/8  | 1:22 PM  | Odor of Natural gas. NJNG responded and determined there was no gas leak Investigation revealed that insulation in the Attic was making contact with a heat source Causing a burning odor |
| 28 Lookout Rd      | 12/8  | 6:41 PM  | Fire Alarm-Malfunction                                                                                                                                                                    |
| 28 Lookout Rd      | 12/10 | 12:04 AM | Fire Alarm-Malfunction                                                                                                                                                                    |
| 184 Intervale Rd   | 12/10 | 5:41 AM  | Bathroom fire. Candle was left burning and caught a towel on fire and spread up the wall.                                                                                                 |
| Sheridan Lane BT   | 12/11 | 6:00 PM  | Assist BTFD                                                                                                                                                                               |
| 100 Route 46 East  | 12/13 | 12:51 PM | Smoke Condition                                                                                                                                                                           |
| Victoria Mews      | 12/20 | 4:59 PM  | Assist BTFD with elevator alarm                                                                                                                                                           |
| 128 Pollard Rd     | 12/26 | 7:07 PM  | Fire Alarm-Unattended cooking                                                                                                                                                             |
| McCaffrey Lane BT  | 12/29 | 3:30 PM  | Assist BTFD with gas leak                                                                                                                                                                 |
| Boulevard area 170 | 12/31 | 10:48 AM | Wires Burning                                                                                                                                                                             |

| DRILLS (2) | DATE  | TIME    | DESCRIPTION        |
|------------|-------|---------|--------------------|
| Firehouse  | 12/3  | 1:00 PM | Jr Fire Dept Drill |
| Firehouse  | 12/17 | 1:00 PM | Jr Fire Dept Drill |

### MEETINGS (5)

| LOCATION | DATE | TIME | DESCRIPTION |
|----------|------|------|-------------|
|----------|------|------|-------------|

|           |       |         |                         |
|-----------|-------|---------|-------------------------|
| Firehouse | 12/5  | 8:00 PM | Officers Meeting        |
| Firehouse | 12/11 | 7:30 PM | Relief Association      |
| Firehouse | 12/12 | 7:00 PM | Annual Christmas Dinner |
| Academy   | 12/13 | 7:30 PM | County Chiefs Meeting   |
| Firehouse | 11/28 | 8:00 PM | Business Meeting        |

#### **TRUCK AND EQUIPMENT CHECKS (1)**

| <b>LOCATION</b> | <b>DATE</b> | <b>TIME</b> | <b>DESCRIPTION</b>                  |
|-----------------|-------------|-------------|-------------------------------------|
| Firehouse       | 11/28       | 8:30 PM     | Engine One and two equipment checks |

#### **COMMUNITY EVENTS (2)**

| <b>LOCATION</b> | <b>DATE</b> | <b>TIME</b>   | <b>DESCRIPTION</b> |
|-----------------|-------------|---------------|--------------------|
| Kaufmann Park   | 12/2        | 5:00 PM       | Tree Lighting      |
| Boro/Firehouse  | 12/16       | 9:30 A-3:30PM | Annual Santa Run   |

#### **ANNOUNCEMENTS:**

1. At the November business meeting the following members were elected to serve as officers during 2018:

Chief Steve Castellucci  
 Deputy Chief Bill Bender  
 Asst. Chief Joe Mullaney  
 Administrative Officer Joe Mullaney  
 President Don McNeill  
 Vice President John von Sternberg  
 Secretary Bob Trachtenberg  
 Treasurer Jacq Van Der Merwe

**Total Manhours: 475**

# ***Borough of Mountain Lakes***

## **BOARD OF HEALTH**

400 BOULEVARD • MOUNTAIN LAKES, NEW JERSEY 07046

Telephone: (973) 334-3131 • Fax: (973) 402-5595



### **December 2017**

#### **Administration:**

- Review all swimming pool and spa results – Craig school, YMCA and Sports Care.
- Attended Morris County Public Health Partnership meetings and Health Officer meetings
- Reviewed staff reports and collaborate regarding items or issues of concern.

#### **Inspections:**

- 12.13.2017 – Hapgoods Inspection – Satisfactory
- 12.13.2017 Mt. Lakes Bagel & Deli Inspection - Satisfactory

#### **Nursing:**

#### **CDC/NJDOH PUBLIC HEALTH ALERTS**

December 2017-This Health Alert is in follow-up to the NJLINCS message (103490-11-2-2017-PHAD) distributed in November 2017.

A New Jersey resident became ill after drinking raw milk from a company called Udder Milk. Testing documented that the infection was caused by *Brucella abortus* RB51, which is an attenuated vaccine strain. Although the risk of infection by *Brucella abortus* RB51 is unknown in raw milk distributed by Udder Milk, the New Jersey Department of Health (NJDOH) recommends people immediately stop consuming raw milk or raw milk products distributed by Udder Milk.

The NJDOH advises that health care providers should ask all patients with clinically-compatible signs and symptoms about risk factors for brucellosis, including if the patients consumed raw milk or raw milk products from Udder Milk, and consider brucellosis among the differential diagnoses.

All suspect and confirmed cases of brucellosis must be immediately reported, by telephone, to the local health department where the patient resides.

12.22.2017-The New Jersey Department of Health (NJDOH) was recently made aware of an ongoing situation at Oregon State University. There have been 5 confirmed cases of serogroup B meningococcal disease associated with Oregon State University. NJDOH is not aware of any contacts or cases of meningococcal disease in New Jersey that are associated with Oregon State University

As the holidays are approaching and the semester is ending, students from Oregon State

University may be visiting other states, including New Jersey. NJDOH requests that healthcare providers and health departments remain vigilant for any reports of meningococcal disease among persons who attend or have visited Oregon State University. Additionally, Oregon State University has stated that it will require "all of its Corvallis students 25 and younger to be vaccinated for meningococcal B disease by Feb. 15." Students may want to receive the serogroup B vaccine while home on winter break, which could lead to an increase in the number of calls from individuals seeking vaccination.

Providers must immediately report by telephone a known or suspect case of invasive meningococcal disease to the local health department with jurisdiction over the municipality where the case resides.

#### **Monthly Activities**

CDRSS is checked, at minimum, twice daily to review for newly listed communicable diseases. This is accomplished by all nursing staff. Upon the listing of a new disease, investigation of disease is initiated by PHN. NJLINC checked daily. Health alerts and advisories are reviewed by all Public Health nurses.

#### **Seasonal Flu Activities**

Our office continues to disseminate the message to the public that individuals who did not receive the vaccine that doses are still available and appropriate to receive via newsletters, social media and the township website. Influenza activity as reported by NJDOH surveillance remains high for this region for week ending December 23, 2017.

**Childhood Lead Poisoning Prevention Program – T. Fucci, PHRN** No cases from Mountain Lakes reported to our office during this month. Lead case management monitoring occurs twice daily at a minimum for jurisdiction within the NJDOH Welligent LeadTrax Monitoring system.

**TB Control Program – T. Fucci, PHRN** No LTBI cases from Mountain Lakes reported to our office during this month

**Perinatal Hepatitis B Prevention Program, T. Fucci, PHRN**

No PNHBV cases from Mountain Lakes reported to our office during this month

#### **Communicable Disease**

The classifications for the cases listed below are based on the investigation conducted by the PHN, laboratory evaluation and NJDOH case definition. All investigation information is entered

into CDRSS; NJDOH reads entries, comments on individual cases or will send PHN email requesting more data. Once NJDOH is satisfied with investigation methods, the case is approved and closed.

*Patient Status is based on pt s/s, lab result interpretation and NJDOH Case Definition which is found in the NJDOH Communicable Disease Manual*

### December 2017

|                 |                  |
|-----------------|------------------|
| New Cases: 3    | Ongoing Cases: 0 |
| 3- Lyme disease |                  |

### Health Education

- Community Health Day – planning for February
- Hidden in plain site from DEA- planning for March

Respectfully Submitted by:



F. Michael Fitzpatrick, Health Officer



Shawn M. Bennett  
CHIEF OF POLICE

## Police Department

Borough of Mountain Lakes

400 Boulevard  
Mountain Lakes, NJ 07046  
(973) 334-1413 • Fax (973) 334-4123



To: Borough Manager Mitchell Stern and Members of Council

From: Chief Shawn Bennett

Date: 01/22/18

Mr. Stern and Council:

Attached, please find the Mountain Lakes Police Department Monthly Reports for your review.

Below, I have attached a summary of some points of interest during November and December, 2017.

### November/December, 2017

- The Annual Christmas Tree Lighting was held without incident. Additional security was deployed.
- Annual Menorah Lighting was held without incident. Additional security was deployed.
- Final Quarterly Firearms qualifications of the year were held.
- Officer Trimble was deployed to Puerto Rico as part of NJ-PRIDE in Response to Hurricane Maria.

Respectfully,

Chief Shawn Bennett

# MLPD Monthly Activity Report

| Month/Year  | Alarms | False Alarm Charges | False Alarm Collected | Total Arrests | Juv. Arrests | CDS (Drug) Arrests | L.O. Violations | DWI | M.V. Stops | M.V. Summonses | M.V. Accidents | Animal Complaints | Medical | Thefts | Assaults | Burglary/Robbery | Murder | Total Call Volume |
|-------------|--------|---------------------|-----------------------|---------------|--------------|--------------------|-----------------|-----|------------|----------------|----------------|-------------------|---------|--------|----------|------------------|--------|-------------------|
| January-11  | 35     | N/A                 | N/A                   | 4             | 0            | 2                  | 1               | 1   | 90         | 51             | 17             | 13                | 22      | 3      | 0        | 0                | 0      | 651               |
| January-12  | 39     | \$ 400.00           | -                     | 4             | 0            | 1                  | 0               | 0   | 86         | 44             | 13             | 4                 | 18      | 6      | 0        | 3                | 0      | 557               |
| January-13  | 26     | \$ -                | -                     | 3             | 0            | 0                  | 0               | 1   | 65         | 37             | 10             | 6                 | 21      | 2      | 1        | 0                | 0      | 533               |
| January-14  | 18     | \$ -                | -                     | 6             | 1            | 1                  | 5               | 2   | 186        | 69             | 13             | 7                 | 12      | 2      | 1        | 2                | 0      | 767               |
| January-15  | 21     | \$ -                | \$ 850.00             | 3             | 0            | 3                  | 0               | 0   | 135        | 48             | 5              | 5                 | 16      | 3      | 0        | 0                | 0      | 614               |
| January-16  | 14     | \$ -                | -                     | 7             | 0            | 1                  | 0               | 3   | 166        | 51             | 13             | 6                 | 8       | 5      | 0        | 2                | 0      | 647               |
| January-17  | 19     | \$ -                | \$ 50.00              | 11            | 0            | 7                  | 0               | 2   | 223        | 72             | 6              | 4                 | 6       | 4      | 0        | 0                | 0      | 832               |
| February-11 | 20     | N/A                 | N/A                   | 5             | 2            | 0                  | 0               | 1   | 138        | 62             | 14             | 8                 | 10      | 1      | 0        | 0                | 0      | 572               |
| February-12 | 27     | \$ -                | -                     | 7             | 0            | 1                  | 0               | 4   | 116        | 44             | 11             | 11                | 18      | 3      | 0        | 0                | 0      | 584               |
| February-13 | 17     | \$ -                | -                     | 6             | 0            | 0                  | 0               | 3   | 65         | 55             | 6              | 7                 | 10      | 0      | 0        | 0                | 0      | 440               |
| February-14 | 15     | \$ -                | -                     | 3             | 0            | 0                  | 1               | 0   | 217        | 110            | 10             | 11                | 8       | 1      | 1        | 0                | 0      | 729               |
| February-15 | 23     | \$ 50.00            | \$ 400.00             | 7             | 0            | 0                  | 9               | 3   | 91         | 61             | 11             | 9                 | 12      | 1      | 0        | 0                | 0      | 535               |
| February-16 | 18     | \$ 50.00            | \$ 1,000.00           | 10            | 2            | 3                  | 0               | 3   | 201        | 36             | 5              | 6                 | 9       | 6      | 0        | 1                | 0      | 723               |
| February-17 | 16     | \$ 50.00            | \$ -                  | 9             | 0            | 6                  | 0               | 2   | 168        | 64             | 10             | 6                 | 7       | 1      | 1        | 1                | 0      | 682               |
| March-11    | 17     | N/A                 | N/A                   | 2             | 0            | 0                  | 0               | 1   | 127        | 73             | 8              | 18                | 13      | 5      | 0        | 0                | 0      | 669               |
| March-12    | 28     | \$ -                | -                     | 2             | 0            | 1                  | 2               | 0   | 98         | 42             | 6              | 8                 | 17      | 5      | 1        | 1                | 0      | 584               |
| March-13    | 21     | \$ -                | -                     | 2             | 0            | 0                  | 2               | 2   | 51         | 33             | 10             | 10                | 10      | 1      | 0        | 8                | 0      | 570               |
| March-14    | 13     | \$ -                | -                     | 2             | 0            | 0                  | 0               | 0   | 264        | 134            | 9              | 14                | 16      | 4      | 1        | 0                | 0      | 844               |
| March-15    | 14     | \$ 100.00           | \$ 50.00              | 11            | 1            | 5                  | 4               | 2   | 94         | 55             | 11             | 9                 | 7       | 1      | 1        | 3                | 0      | 610               |
| March-16    | 12     | \$ -                | -                     | 16            | 0            | 9                  | 0               | 1   | 313        | 91             | 11             | 10                | 15      | 4      | 0        | 0                | 0      | 973               |
| March-17    | 19     | \$ 50.00            | \$ 50.00              | 10            | 0            | 3                  | 0               | 0   | 174        | 43             | 7              | 6                 | 11      | 3      | 0        | 1                | 0      | 801               |
| April-11    | 27     | N/A                 | N/A                   | 4             | 0            | 1                  | 3               | 0   | 110        | 69             | 9              | 11                | 8       | 5      | 1        | 0                | 0      | 560               |
| April-12    | 30     | \$ -                | -                     | 5             | 0            | 0                  | 2               | 2   | 103        | 45             | 13             | 11                | 11      | 5      | 0        | 1                | 0      | 588               |
| April-13    | 19     | \$ -                | -                     | 6             | 0            | 1                  | 0               | 3   | 44         | 28             | 9              | 7                 | 13      | 2      | 2        | 3                | 0      | 533               |
| April-14    | 20     | \$ 50.00            | \$ -                  | 5             | 1            | 1                  | 1               | 1   | 243        | 95             | 9              | 18                | 11      | 2      | 0        | 4                | 0      | 784               |
| April-15    | 17     | \$ -                | \$ 50.00              | 2             | 0            | 0                  | 1               | 0   | 76         | 44             | 13             | 18                | 14      | 4      | 0        | 2                | 0      | 621               |
| April-16    | 22     | \$ 50.00            | \$ -                  | 19            | 0            | 12                 | 0               | 1   | 267        | 41             | 15             | 7                 | 8       | 8      | 1        | 0                | 0      | 820               |
| April-17    | 22     | \$ 600.00           | \$ 650.00             | 11            | 0            | 3                  | 3               | 1   | 122        | 40             | 5              | 11                | 13      | 8      | 0        | 6                | 0      | 737               |
| May-11      | 37     | N/A                 | N/A                   | 5             | 0            | 1                  | 7               | 0   | 111        | 141            | 9              | 11                | 21      | 2      | 0        | 0                | 0      | 676               |
| May-12      | 34     | \$ 50.00            | \$ -                  | 2             | 0            | 1                  | 3               | 0   | 65         | 99             | 15             | 20                | 19      | 1      | 0        | 0                | 0      | 649               |
| May-13      | 20     | \$ 100.00           | \$ -                  | 2             | 0            | 0                  | 0               | 0   | 43         | 15             | 12             | 11                | 16      | 3      | 0        | 1                | 0      | 541               |
| May-14      | 23     | \$ -                | -                     | 7             | 2            | 2                  | 0               | 0   | 219        | 88             | 9              | 10                | 7       | 8      | 0        | 4                | 0      | 792               |
| May-15      | 21     | \$ 200.00           | \$ -                  | 6             | 0            | 0                  | 1               | 2   | 79         | 43             | 12             | 18                | 11      | 2      | 0        | 1                | 0      | 646               |
| May-16      | 11     | \$ 100.00           | \$ 50.00              | 13            | 1            | 11                 | 0               | 1   | 267        | 38             | 12             | 14                | 13      | 4      | 5        | 0                | 0      | 806               |
| May-17      | 25     | \$ -                | \$ -                  | 9             | 0            | 4                  | 0               | 3   | 142        | 48             | 10             | 12                | 14      | 9      | 0        | 8                | 0      | 928               |
| June-11     | 39     | N/A                 | N/A                   | 8             | 1            | 0                  | 3               | 0   | 85         | 94             | 9              | 14                | 12      | 4      | 0        | 0                | 0      | 633               |
| June-12     | 15     | \$ -                | N/A                   | 5             | 2            | 3                  | 5               | 1   | 64         | 59             | 6              | 21                | 12      | 3      | 0        | 1                | 0      | 571               |

# MLPD Monthly Activity Report

| Month/Year   | Alarms | False Alarm Charges | False Alarm Collected | Total Arrests | Juv. Arrests | CDS (Drug) Arrests | L.O. Violations | M.V. Stops | M.V. Summonses | M.V. Accidents | Animal Complaints | Medical | Thefts | Assaults | Burglary/Robbery | Murder | Total Call Volume |
|--------------|--------|---------------------|-----------------------|---------------|--------------|--------------------|-----------------|------------|----------------|----------------|-------------------|---------|--------|----------|------------------|--------|-------------------|
| June-13      | 14     | \$ -                | \$ 50.00              | 1             | 0            | 1                  | 0               | 0          | 21             | 16             | 12                | 9       | 4      | 0        | 0                | 0      | 514               |
| June-14      | 31     | \$ 50.00            | -                     | 5             | 1            | 1                  | 0               | 134        | 56             | 13             | 14                | 14      | 1      | 0        | 1                | 0      | 645               |
| June-15      | 14     | \$ 300.00           | \$ 200.00             | 2             | 0            | 0                  | 1               | 81         | 7              | 14             | 9                 | 17      | 3      | 0        | 0                | 0      | 698               |
| June-16      | 21     | \$ -                | -                     | 15            | 0            | 8                  | 4               | 220        | 70             | 17             | 15                | 9       | 5      | 0        | 1                | 0      | 956               |
| June-17      | 29     | \$ -                | -                     | 7             | 1            | 2                  | 0               | 135        | 39             | 16             | 9                 | 14      | 4      | 1        | 0                | 0      | 844               |
| July-11      | 35     | N/A                 | N/A                   | 1             | 1            | 1                  | 1               | 54         | 27             | 10             | 29                | 12      | 4      | 1        | 1                | 0      | 594               |
| July-12      | 27     | \$ 100.00           | -                     | 10            | 0            | 1                  | 4               | 72         | 27             | 15             | 14                | 7       | 1      | 0        | 2                | 0      | 566               |
| July-13      | 25     | \$ 200.00           | -                     | 5             | 1            | 3                  | 5               | 56         | 17             | 10             | 14                | 8       | 2      | 0        | 1                | 0      | 547               |
| July-14      | 37     | \$ 300.00           | -                     | 5             | 0            | 0                  | 0               | 187        | 96             | 8              | 7                 | 9       | 3      | 0        | 2                | 0      | 655               |
| July-15      | 23     | \$ 450.00           | \$ 50.00              | 3             | 0            | 0                  | 2               | 116        | 52             | 13             | 15                | 8       | 11     | 0        | 0                | 0      | 705               |
| July-16      | 22     | \$ -                | \$ 100.00             | 15            | 0            | 8                  | 1               | 204        | 52             | 14             | 12                | 19      | 12     | 2        | 12               | 0      | 1012              |
| July-17      | 20     | \$ -                | -                     | 7             | 0            | 3                  | 1               | 138        | 22             | 7              | 12                | 10      | 6      | 2        | 1                | 0      | 693               |
| August-11    | 44     | N/A                 | N/A                   | 3             | 0            | 0                  | 0               | 59         | 32             | 18             | 32                | 19      | 3      | 0        | 0                | 0      | 737               |
| August-12    | 30     | \$ 200.00           | -                     | 6             | 2            | 2                  | 1               | 57         | 23             | 11             | 19                | 14      | 3      | 0        | 1                | 0      | 517               |
| August-13    | 25     | \$ 100.00           | -                     | 5             | 0            | 0                  | 2               | 80         | 27             | 10             | 30                | 8       | 5      | 3        | 0                | 0      | 537               |
| August-14    | 22     | \$ -                | -                     | 7             | 0            | 1                  | 0               | 188        | 74             | 8              | 21                | 9       | 2      | 0        | 27               | 0      | 685               |
| August-15    | 27     | \$ 100.00           | \$ 800.00             | 4             | 0            | 0                  | 0               | 258        | 82             | 3              | 25                | 13      | 5      | 0        | 4                | 0      | 831               |
| August-16    | 33     | \$ -                | \$ 250.00             | 18            | 0            | 6                  | 1               | 198        | 56             | 8              | 23                | 13      | 3      | 0        | 1                | 0      | 810               |
| August-17    | 15     | \$ -                | -                     | 14            | 1            | 4                  | 3               | 109        | 25             | 10             | 8                 | 9       | 7      | 1        | 2                | 0      | 603               |
| September-11 | 25     | N/A                 | N/A                   | 1             | 0            | 0                  | 0               | 66         | 28             | 15             | 26                | 13      | 5      | 0        | 8                | 0      | 634               |
| September-12 | 8      | \$ -                | -                     | 5             | 0            | 0                  | 0               | 44         | 22             | 12             | 97                | 12      | 1      | 0        | 2                | 0      | 611               |
| September-13 | 17     | \$ -                | -                     | 1             | 0            | 0                  | 1               | 29         | 10             | 9              | 14                | 14      | 2      | 0        | 0                | 0      | 480               |
| September-14 | 17     | \$ 50.00            | \$ 150.00             | 6             | 1            | 1                  | 0               | 155        | 65             | 7              | 18                | 11      | 3      | 1        | 2                | 0      | 696               |
| September-15 | 28     | \$ 550.00           | \$ 100.00             | 5             | 0            | 0                  | 1               | 192        | 80             | 9              | 16                | 19      | 14     | 0        | 1                | 0      | 846               |
| September-16 | 20     | \$ 200.00           | \$ -                  | 9             | 0            | 3                  | 0               | 153        | 40             | 7              | 10                | 10      | 11     | 0        | 11               | 0      | 861               |
| September-17 | 14     | \$ -                | -                     | 4             | 1            | 2                  | 0               | 98         | 35             | 12             | 6                 | 15      | 1      | 0        | 0                | 0      | 714               |
| October-11   | 45     | N/A                 | N/A                   | 2             | 0            | 0                  | 0               | 50         | 31             | 15             | 20                | 19      | 1      | 0        | 1                | 2      | 671               |
| October-12   | 40     | \$ 50.00            | N/A                   | 4             | 0            | 1                  | 0               | 45         | 23             | 14             | 114               | 19      | 3      | 0        | 0                | 0      | 773               |
| October-13   | 4      | \$ -                | \$ 350.00             | 7             | 2            | 0                  | 0               | 66         | 30             | 7              | 33                | 18      | 3      | 2        | 2                | 0      | 667               |
| October-14   | 24     | \$ 150.00           | \$ 200.00             | 4             | 0            | 1                  | 0               | 106        | 52             | 12             | 20                | 10      | 7      | 2        | 1                | 0      | 663               |
| October-15   | 21     | \$ 600.00           | \$ 550.00             | 9             | 0            | 0                  | 2               | 147        | 49             | 11             | 16                | 16      | 2      | 0        | 0                | 0      | 716               |
| October-16   | 28     | \$ -                | -                     | 3             | 0            | 2                  | 1               | 105        | 22             | 7              | 13                | 9       | 4      | 0        | 1                | 0      | 708               |
| October-17   | 25     | \$ -                | -                     | 5             | 0            | 2                  | 0               | 115        | 48             | 16             | 6                 | 15      | 6      | 0        | 1                | 0      | 766               |
| November-11  | 18     | N/A                 | N/A                   | 1             | 0            | 0                  | 0               | 59         | 35             | 9              | 19                | 17      | 2      | 1        | 2                | 0      | 577               |
| November-12  | 38     | \$ 50.00            | N/A                   | 4             | 0            | 0                  | 0               | 51         | 35             | 9              | 28                | 12      | 1      | 0        | 1                | 0      | 576               |
| November-13  | 9      | \$ -                | -                     | 2             | 0            | 0                  | 0               | 51         | 17             | 10             | 15                | 20      | 6      | 1        | 1                | 0      | 599               |
| November-14  | 33     | \$ 200.00           | \$ 100.00             | 2             | 1            | 0                  | 1               | 107        | 46             | 7              | 14                | 10      | 8      | 1        | 0                | 0      | 625               |
| November-15  | 28     | \$ 550.00           | \$ 500.00             | 7             | 0            | 1                  | 0               | 169        | 42             | 11             | 7                 | 13      | 6      | 0        | 2                | 0      | 766               |

# MLPD Monthly Activity Report

| Month/Year  | Alarms | False Alarm Charges | False Alarm Collected | Total Arrests | Juv. Arrests | CDS (Drug) Arrests | L.O. Violations | M.V. Stops | M.V. Summonses | M.V. Accidents | Animal Complaints | Medical | Thefts | Assaults | Burglary/Robbery | Murder | Total Call Volume |
|-------------|--------|---------------------|-----------------------|---------------|--------------|--------------------|-----------------|------------|----------------|----------------|-------------------|---------|--------|----------|------------------|--------|-------------------|
| November-16 | 21     | \$ -                | \$ 200.00             | 4             | 0            | 2                  | 1               | 0          | 69             | 10             | 5                 | 9       | 4      | 0        | 0                | 0      | 853               |
| November-17 | 18     | \$ -                | \$ -                  | 6             | 0            | 2                  | 1               | 79         | 31             | 10             | 1                 | 12      | 9      | 1        | 5                | 0      | 701               |
| December-11 | 34     | N/A                 | N/A                   | 2             | 0            | 0                  | 0               | 76         | 28             | 8              | 14                | 17      | 6      | 0        | 6                | 0      | 541               |
| December-12 | 17     | \$ -                | N/A                   | 0             | 0            | 0                  | 0               | 73         | 47             | 14             | 17                | 20      | 2      | 2        | 0                | 0      | 581               |
| December-13 | 22     | \$ -                | \$ -                  | 5             | 1            | 2                  | 0               | 66         | 28             | 13             | 6                 | 14      | 6      | 0        | 1                | 0      | 545               |
| December-14 | 37     | \$ 1,350.00         | \$ 250.00             | 10            | 3            | 4                  | 0               | 106        | 52             | 10             | 8                 | 11      | 2      | 0        | 1                | 0      | 576               |
| December-15 | 26     | \$ 1,200.00         | \$ 450.00             | 2             | 0            | 0                  | 4               | 157        | 45             | 16             | 13                | 15      | 6      | 0        | 1                | 0      | 748               |
| December-16 | 22     | \$ 50.00            | \$ -                  | 13            | 0            | 6                  | 0               | 194        | 79             | 13             | 8                 | 10      | 0      | 0        | 0                | 0      | 865               |
| December-17 | 15     | \$ -                | \$ -                  | 1             | 0            | 1                  | 0               | 100        | 44             | 4              | 4                 | 13      | 2      | 0        | 0                | 0      | 690               |
| 2011        | 376    | N/A                 | N/A                   | 38            | 4            | 5                  | 15              | 1025       | 671            | 141            | 215               | 183     | 41     | 3        | 18               | 2      | 7515              |
| 2012        | 333    | \$ 850.00           | \$ -                  | 54            | 4            | 11                 | 17              | 874        | 510            | 139            | 364               | 179     | 34     | 3        | 12               | 0      | 7157              |
| 2013        | 219    | \$ 400.00           | \$ 400.00             | 45            | 4            | 7                  | 10              | 663        | 318            | 122            | 165               | 161     | 36     | 9        | 17               | 0      | 6506              |
| 2014        | 290    | \$ 2,150.00         | \$ 700.00             | 62            | 10           | 12                 | 8               | 2112       | 937            | 115            | 162               | 128     | 43     | 7        | 44               | 0      | 8462              |
| 2015        | 263    | \$ 4,100.00         | \$ 4,000.00           | 61            | 1            | 9                  | 25              | 1595       | 608            | 129            | 160               | 161     | 58     | 1        | 14               | 0      | 8306              |
| 2016        | 244    | \$ 450.00           | \$ 1,600.00           | 142           | 3            | 71                 | 8               | 2518       | 645            | 132            | 129               | 132     | 66     | 8        | 29               | 0      | 10034             |
| 2017 YTD    | 237    | \$ 700.00           | \$ 750.00             | 94            | 3            | 39                 | 8               | 1603       | 511            | 113            | 85                | 139     | 60     | 6        | 25               | 0      | 8991              |

# **BOROUGH OF MOUNTAIN LAKES**

## **Recreation Department**

### **Department Activity November 2017**

The Recreation Commission met on November 14<sup>th</sup> at 7:30pm at Borough Hall. At this meeting, Audrey Lane gave an overview of 2017 programs and activities and solicited input regarding 2018 goals. It is the intention of Recreation to present a year-end review to Council early in 2018. Other business discussed included the possible transition of the Briarcliff Sports Club from a Recreation program to a Board of Education program. Details were also reviewed and volunteers finalized for the Annual Tree lighting and the Annual Menorah lighting.

- Continued to work with school administrators to schedule gym space for winter recreation programs including basketball, wrestling and indoor field hockey.
- Assisted the newly transitioned Mountain Lakes Recreation Jr. Laker Wrestling program with equipment and facilities needs (program was previously a Boonton Township program).
- Finalized personnel, logistics and registration for the Mountain Lakes Middle School Ski Club and the Mountain Lakes High School Ski club.
- Finalized Personnel and registration for the indoor field hockey program held at the Craig School beginning in December.
- Supported Junior Laker Basketball as needed including Background checks for all coaches.
- Continued to plan 55+ group meetings and hosted a well attended Luncheon and Conversation with Mayor Holmberg.
- Assisted residents with various facilities requests.
- Presented annual capital and operating budget to the Borough Manager.
- Completed a year-end review of the Recreation Department to be presented to Council in early 2018.
- Attended Monthly DPW facilities meeting regarding the next steps for the Beach Renovation projects.
- Finalized details and solicited volunteers for the Annual Tree lighting held on December 2<sup>nd</sup> at Kaufmann Park. Coordinated efforts with the borough personnel, MLHS Chorus Director Dr. Charles Sundquist, Mountain Lakes Police Department, Mountain Lakes Fire Department and The DPW.
- Coordinated efforts for the Menorah Lighting to be held on December 17<sup>th</sup> including MLPD, MLFD, Briarcliff Chorus Teacher Dr. Pamela Kane and the DPW.

# **BOROUGH OF MOUNTAIN LAKES**

## **Recreation Department**

### **Department Activity December 2017**

The Recreation Commission did not meet formally in December.

The Recreation Department:

- Coordinated the efforts of the Recreation Commission, the DPW, the MLHS Choir and the Briarcliff Choir, the Police and Fire Departments for the Annual Tree Lighting and Menorah Lighting in town.
- Hosted the annual AAUW Choir Concert at St. Catherine's Church for the 55+ Lakers and all residents.
- Set up and completed registration for an Indoor Field Hockey program (held at the Craig School).
- Continued to update Mountain Lakes website with details of recreation events.
- Worked with the program director to finalize logistics for the 2017 Middle School Ski Club and the 2017 High School Ski Club.
- Provided support to Winter sports programs as needed (Girls and Boys Basketball, Wrestling, Indoor Field Hockey).
- Drafted 2018 Recreation Calendar.
- Attended monthly program meetings and provided accounting spreadsheets to Finance Department.
- Began discussion with Interim MLHS Athletic Director regarding turf time for Recreation Sports this Spring.
- Began conversations regarding upcoming job postings for summer positions.
- Commenced research and set up meetings to begin planning for 2018 summer programs.



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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

TO: Borough Manager Mitchell Stern, Mayor Lauren Barnett, Council Members

FROM: Joe Mullaney, Code Enforcement Officer

DATE: 1/18/118

SUBJECT: Monthly Report November 2017

The following lists code enforcement/property maintenance issues for the month of November 2017:

11/1: Kohut Landscaping notified reference sign ordinance violations at 240 Boulevard, 239 Boulevard and 200 Boulevard

11/6: Attended 2 public meetings regarding proposed changes to the sign ordinance

11/7: Follow up to letters sent to resident at 136 Kenilworth Road and 140 Kenilworth Road reference to rocks in the ROW. Matter resolved.

11/7: Business cards removed from bus stops along Boulevard. Taped to the glass.

11/14: Letter to resident at 203 Boulevard regarding sign ordinance violation. Signs removed

11/27: Follow up with resident at 128 Kenilworth Road regarding rocks in the ROW

11/27: Spoke with resident at 330 Morris Ave regarding zoning ordinance violation. Canopy set up in driveway. Advised resident to remove

11/27: Contacted Millennium Painting regarding sign ordinance violation at 15 Dartmouth Road

Periodic checks of Birchwood Lake for ordinance violations

## Smoke and CO Detectors inspections:

| DATE: | LOCATION:          | PASS/FAIL |
|-------|--------------------|-----------|
| 11/8  | 90 Tower Hill Rd   | Pass      |
| 11/8  | 2 Warwick Rd       | Pass      |
| 11/8  | 30 Robinhood Drive | Pass      |

|       |                   |      |
|-------|-------------------|------|
| 11/15 | 25 Yorke Road     | Pass |
| 11/27 | 55 Condit Road    | Pass |
| 11/30 | 1 Crestwood Drive | Pass |

**SIGN ENFORCEMENT- :**

11/6: Numerous signs removed from the median on Route 46, Intervale and Route 46 and Midvale and Intervale Roads

11/7: Numerous signs removed from 46 median, Intervale and Route 46, Midvale and Crescent, Intervale and Midvale and Midvale by the tressle

11/7: Sign removed from ROW in front of 260 Boulevard

11/30: Signs removed from ROW at the intersection of Boulevard and Briarcliff Rd



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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

TO: Borough Manager Mitchell Stern, Mayor Lauren Barnett, Council Members

FROM: Joe Mullaney, Code Enforcement Officer

DATE: 1/18/18

SUBJECT: Monthly Report December 2017

The following lists code enforcement/property maintenance issues for the month of December 2017:

12/1: Advised resident of 37 Rainbow Trail to relocate the large plastic tube draining water into the street creating a hazardous condition

12/1: Follow up on complaint received by DPW about bags being left in front of 155 Laurel Hill Road. 2 bags of leaves removed.

12/4: Follow up on complaint received by DPW about construction vehicles parking on Lake Drive near 105 and the fence in front of the construction site. Spoke with Police Chief regarding the parking issue. PD will address. Spoke with construction official regarding the fence. No violations regarding the fence.

12/5: Removed sign in front of 11 Powerville from the ROW

12/7: Letter to resident at 203 Boulevard regarding sign ordinance violation. Signs removed

11/27: Spoke with Millennium Painting regarding sign ordinance violation at 270 Boulevard and 211 Morris Ave.

12/18: Followed up on complaint about trees being taken down without a permit at 10 Condit. Spoke with Keith Bednar of Bednar Landscaping and advised him that he could not proceed with the work until a permit was obtained.

12/21: Followed up with resident of 26 Ronarm Drive regarding tree complaint with neighbor

12/30: Received complaint from resident of Pollard Road regarding property maintenance issues with the neighbor on Morris Ave. Follow up with property owner.

Periodic checks of Birchwood Lake for ordinance violations

**Smoke and CO Detectors inspections:**

| DATE: | LOCATION:       | PASS/FAIL |
|-------|-----------------|-----------|
| 12/5  | 5 Condit Road   | Pass      |
| 12/5  | 2 Roberts Drive | Pass      |
| 12/5  | 261 Morris Ave  | Pass      |
| 12/20 | 9 Craven Rd     | Pass      |
| 12/20 | 11 Vale Drive   | Pass      |

**SIGN ENFORCEMENT- :**

5 signs removed from ROW at various locations.

**Gordon Stuss**

99 Morris Avenue ■ Mountain Lakes, NJ 07046 ■ 973.454.4186 ■ E-mail: [Gastuss@aol.com](mailto:Gastuss@aol.com)

---

**Experience:**

Mar 2013 - Present     **CASTLETON COMMODITIES INTERNATIONAL**     Stamford, CT  
                                 **VP Energy Trader – Castleton Commodities Merchant Trading LLC**  
                                 • Manage energy and capacity power generation asset portfolio  
                                 • Identify, diligence and execute over \$100 M of investments in power asset space

Aug 2007 – Mar 2013     **PUBLIC SERVICE ENTERPRISE GROUP**     Newark, NJ  
                                 **Sr. Energy Trader - PSEG Energy Resource & Trade, LLC**  
                                 • Manage \$1B annual electric capacity portfolio across PJM, NYISO and ISO NE. Develop and execute auction bidding strategies, optimize value through bilateral trading.  
                                 • Pricing, hedging and managing of a proprietary load serving portfolio across multiple zones and rate classes in PJM.

July 2006 - Aug 2007     **BANK OF MONTREAL**     New York, NY  
                                 **Sr. Risk Analyst – BMO Capital Markets**  
                                 • Monitored positions and sensitivities of Natural Gas and Crude options books.  
                                 • Built tools to calculate monthly price betas and model skew surface of Natural Gas forwards/options

May 2005 - July 2006     **PUBLIC SERVICE ENTERPRISE GROUP**     Newark, NJ  
                                 **Jr. Risk Analyst - Enterprise Risk Management**  
                                 • Created simulation based model to find optimal hedge ratio of a power plant.

Jan 2000 - Sep 2004     **THOMSON FINANCIAL**     New York, NY  
                                 **Sr. Research Analyst**  
                                 • Senior Analyst in Index Team. Maintained fundamental data for multiple Indices, calculated prices, earnings and other data.  
                                 • Lead Research Analyst of Canadian securities for Baseline product. Maintained actual and estimated data for over 900 companies.

**Education:**

Aug 2006     **RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY**     Newark, NJ  
                                 **Master of Quantitative Finance - Rutgers Business School**

June 2000     **UNIVERSITY OF CHICAGO**     Chicago, IL  
                                 **Bachelor of Arts, Economics**

June 1996     **MOUNTAIN LAKES HIGH SCHOOL**     Mountain Lakes, NJ  
                                 **National Honor Society Graduate**

**Skills:**     Fundamental Supply and Demand Modeling.  
                                 Computer: VB/VBA, Matlab, Highly proficient in Excel.

**Volunteering:**     University of Chicago Alumni Interviewer  
                                 Active supporter of CASA of Union County

**Personal:**     Raised and returned in 2013 to Mountain Lakes  
                                 Husband, Father of 3