



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

FEBRUARY 12, 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

Proclamation for Corporal Samuel Trimble

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) 2017 Year End Budget Review
- b) Landmarks Historic Preservation – introduced by HPC
- c) 2018 Borough Council Goals

9) ATTORNEY'S REPORT

10) MANAGER'S REPORT

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.



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13) *RESOLUTIONS

R55-18, Authorization of a budget transfer

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 an 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

R63-18, Authorization to pay bills

R64-18, Lien redemption

14) *APPROVAL OF MINUTES

Regular minutes

January 22, 2018, (All 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*
- ☒ *Annual Board of Adjustment report*

16) *BOARD, COMMITTEE AND COMMISSION APPOINTMENTS

Andrew Scott to the Historic Preservation Committee as Alternate #2, through 12/31/19

Phyllis Deering to the Shade Tree Commission as Alternate #2 through 12/31/2020

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

Office of the Mayor
Borough of Mountain Lakes, New Jersey
Proclamation

presented to

Corporal Samuel Trimble

WHEREAS, Corporal Trimble participated in Operation Pride, the Hurricanes Irma and Maria relief effort in Puerto Rico; and

WHEREAS, Corporal Trimble served as part of the Wave 4 Team where he spent two weeks providing humanitarian aid, traffic control and police protection; and

WHEREAS, the Borough Council is very proud of Corporal Trimble for his participation in Operation Pride and his personal sacrifice in the effort to assist others in need;

NOW, THEREFORE, BE IT RESOLVED, that the Borough Council of Mountain Lakes does hereby join the entire Mountain Lakes community in offering our most sincere appreciation for the efforts of Corporal Samuel Trimble.

In witness whereof I have hereunto set my hand and caused this seal to be affixed.

Lauren M. Barnett, Mayor

Attest:

Valerie A. Egan, Municipal Clerk

Date

BOROUGH OF MOUNTAIN LAKES

INTEROFFICE MEMORANDUM

TO: Mitch Stern, Borough Manager

SUBJECT: Fourth quarter 2017 budget report

DATE: February 7, 2018

Attached is the fourth quarter budget report for the current fund budget, the budgeted amounts include transfers made during November and December.

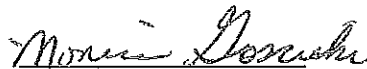
Revenues:

- Fees & Permits – The total revenue collected was down \$15,648.05 compared to 2016 this was due mainly to a decrease in the amount of Planning Board and Zoning Board fees that were collected.
- Municipal Court Fines & Costs – The court revenue is up compared to 2016, it is based on the number of tickets issued by the police officers.
- Interest and Costs–Tax Collection – The delinquent tax balance at 12/31/16 was greater than at 12/31/15 so more interest was due in 2017. In addition, a big third party tax lien was paid off in 2017 which resulted in additional interest.
- Interest on Investments – We realized more than 2016 because we were not paying any banking fees during 2017.
- Trash Bag Receipts – Down slightly from 2016, this can vary from year to year.
- Receipts from Delinquent Taxes – The Borough collected 100% of its delinquencies for 2016.

Expenditures:

- Communications Advisory Committee O/E – The Committee did not do all of the projects they were planning to do during 2017.
- Mayor & Council – The majority of the funds remaining was in the seminars line item.
- Clerk O/E – There was not as much spent on office supplies, elections, and service contracts.
- Tax Collector O/E – There was not as much spent on training and education as budgeted.
- Legal O/E – There was not as much spent on litigation and tax appeals appraisals as was budgeted.
- Planning Board S&W – Slightly over budgeted.
- Uniform Construction Code O/E – Not as many office supplies were purchased.
- Code Enforcement O/E – Nothing was needed, the budget is only \$250.00.
- Traffic & Safety Committee – This was the first year the committee had funds allocated to it and they did not spend all of the funds.
- Emergency Management O/E – Not as much equipment was purchased.
- Fire Safety O/E – The only expenses were for a uniform and a safety demonstration.
- Recycling Tax – The tax is based on the recycling tonnage each month.
- Buildings & Grounds O/E – Not as much was spent on maintenance of the building compared to the budget amount.
- Vehicle Repairs & Maintenance O/E – The total account was actually over the original budget amount due to a couple of major repairs. The balance reflects an additional \$18,000 added to the line item.

- Environmental Commission O/E – Funds are remaining in the goose management line item.
- Woodland Committee O/E – Most of the funds were spent at the beginning of the year on the bird sanctuary.
- Contribution to Senior Citizens – They are reimbursed for expenses for trips spent during the year and not as many expenses were submitted for reimbursement.
- Recreation S&W – Some salaries were reimbursed from the summer programs.
- Electricity, Natural Gas, Street Lighting, and Telecommunications – The bills were only paid through the beginning of November.
- Petroleum Products O/E – The price for gasoline was down slightly and there were reimbursements from the Police outside services during the year.
- Length of Service Awards (LOSAP) – The list of volunteers that earned their LOSAP for 2017 will be submitted in 2018 and payment will be made against this account.
- DCRP – Transfers were made into this account to cover back employer deductions owed. These funds will be paid out in 2018.


Monica Goscicki
Chief Financial Officer

Borough of Mountain Lakes Budget Comparison									
Current Fund - Revenue Budgets									
Account Number	Description	Activity to 12/31/2017			Activity to 12/31/2016			Balance	% Received
		Budget	Activity	Balance	Budget	Activity	Balance		
01-190-07-200-000	AMOUNT TO BE RAISED BY TAXATION	\$6,223,970.00	\$7,506,356.03	-\$1,282,386.03	\$6,132,253.28	\$7,444,316.09	-\$1,312,062.81		121.40%
01-192-08-101-000	ANTICIPATED SURPLUS	\$1,028,400.00	\$1,028,400.00	\$0.00	\$741,000.00	\$741,000.00	\$0.00		100.00%
01-192-08-101-004	CAPITAL SURPLUS - GENERAL CAPITAL	\$0.00	\$0.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00		0.00%
01-192-08-103-000	LICENSES - LIQUOR	\$12,000.00	\$12,688.00	-\$688.00	\$12,688.00	\$16,000.00	-\$3,312.00		126.10%
01-192-08-104-000	OTHER LICENSES	\$500.00	\$2,230.00	-\$1,730.00	\$1,120.00	\$680.00	\$440.00		60.71%
01-192-08-105-000	FEES & PERMITS	\$36,500.00	\$23,034.00	\$13,466.00	\$23,760.00	\$38,682.05	-\$14,922.05		162.80%
01-192-08-106-010	CLERK'S FEES & PERMITS	\$3,500.00	\$5,455.00	-\$1,955.00	\$7,097.00	\$3,835.00	\$3,262.00		54.04%
01-192-08-110-000	MUNICIPAL COURT FINES & COSTS	\$27,500.00	\$38,298.29	-\$10,798.29	\$48,607.00	\$32,619.04	\$15,987.96		67.11%
01-192-08-112-000	INTEREST & COSTS-TAX COLLECTION	\$42,500.00	\$57,878.82	-\$15,378.82	\$39,628.40	\$45,343.63	-\$5,715.23		114.42%
01-192-08-113-000	INTEREST ON INVESTMENTS	\$10,000.00	\$21,712.39	-\$11,712.39	\$7,807.00	\$14,790.94	-\$6,983.94		189.46%
01-192-08-115-000	CABLE FRANCHISE FEES	\$18,700.00	\$18,711.00	-\$11.00					
01-192-08-118-000	RECREATION FEES & INCOME	\$60,000.00	\$60,767.00	-\$767.00	\$60,490.00	\$62,428.00	-\$1,938.00		103.20%
01-192-08-119-000	RENT FROM RAILROAD STATIONS	\$26,000.00	\$33,091.92	-\$7,091.92	\$26,000.00	\$27,382.08	-\$1,382.08		105.32%
01-192-08-120-000	T-MOBILE CELL TOWER LEASE	\$55,000.00	\$63,265.20	-\$8,265.20	\$55,075.50	\$60,831.88	-\$5,756.38		110.45%
01-192-08-121-000	SPRINT/NEXTEL LEASE-1/2 DUE T-MOBILE	\$18,000.00	\$20,399.22	-\$2,399.22	\$19,000.00	\$19,805.13	-\$805.13		104.24%
01-192-08-122-000	BOARD OF EDUCATION-FIELD LEASE	\$45,000.00	\$45,000.00	\$0.00	\$45,000.00	\$45,000.00	\$0.00		100.00%
01-192-08-123-000	VERIZON GROUND LEASE (AS OF 1/1/17)	\$29,988.00	\$30,224.88	-\$236.88					
01-192-08-125-000	SOLID WASTE FEES	\$47,000.00	\$53,683.04	-\$6,683.04	\$55,987.00	\$52,721.93	\$3,265.07		94.17%
01-192-08-126-000	TRASH BAG RECEIPTS	\$193,000.00	\$190,975.00	\$2,025.00	\$193,062.50	\$198,845.50	-\$5,783.00		103.00%
01-192-08-160-000	UNIFORM CONSTRUCTION CODE FEES	\$125,000.00	\$138,111.00	-\$13,111.00	\$151,914.00	\$132,403.00	\$19,511.00		87.16%
01-192-08-170-007	INTERFUNDS RECEIVABLE - SEWER OPERATING	\$0.00	\$0.00	\$0.00	\$519,000.00	\$519,000.00	\$0.00		100.00%
01-192-08-170-013	Interfund Rec. - Payroll Agency	\$0.00	\$0.00	\$0.00	\$100,000.00	\$100,000.00	\$0.00		100.00%
01-192-08-170-014	Interfund Rec. - Police O/S Contractors	\$0.00	\$0.00	\$0.00	\$40,000.00	\$47,834.58	-\$7,834.58		119.59%
01-192-08-000-000	STATE AID REVENUE (NON-GRANT)	\$417,293.00	\$417,293.00	\$0.00	\$417,293.00	\$417,293.00	\$0.00		100.00%
01-192-09-000-000	FEDERAL & STATE GRANT REVENUE	\$37,057.95	\$37,057.95	\$0.00	\$268,684.15	\$268,684.15	\$0.00		100.00%
01-192-15-499-000	RECEIPTS DELINQUENT TAX	\$315,000.00	\$399,718.86	-\$84,718.86	\$212,500.00	\$233,951.64	-\$21,451.64		110.09%
01-192-20-200-000	UNANTICIPATED REVENUES (MRNA)	\$0.00	\$104,061.05	-\$104,061.05	\$0.00	\$57,187.32	-\$57,187.32		
TOTALS		\$8,771,908.95	\$10,308,411.65	-\$1,536,502.70	\$9,182,966.83	\$10,580,634.96	-\$1,397,668.13		

Borough of Mountain Lakes Budget Comparison													
Current Fund - Expenditure Budgets													
Account Number	Description	Activity to 12/31/2017				Activity to 12/31/2016				Activity to 12/31/2016			
		Budget	Activity	Encumbered	Balance	% Expended	% & Encumbered	Budget	Activity	Encumbered	Balance	% Expended	% & Encumbered
01-201-20-100-001	GENERAL ADMIN - SALARY & WAGES	\$126,243.00	\$121,148.01	\$0.00	\$5,094.99	95.96%	95.96%	\$123,473.00	\$123,473.00	\$0.00	\$0.00	100.00%	100.00%
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	\$63,750.00	\$58,021.38	\$1,868.90	\$3,859.72	91.01%	99.95%	\$47,520.00	\$46,683.26	\$736.00	\$100.74	98.24%	99.79%
01-201-20-101-020	COMMUNICATION ADV. COMM. - OTHER EXPENSE	\$7,000.00	\$5,185.00	\$0.00	\$1,815.00	74.07%	74.07%	\$9,000.00	\$3,600.00	\$0.00	\$5,400.00	40.00%	40.00%
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	\$4,000.00	\$2,148.22	\$150.00	\$1,701.78	53.71%	57.46%	\$3,600.00	\$3,514.07	\$78.00	\$7.93	97.61%	99.78%
01-201-20-120-001	MUNICIPAL CLERK - SALARY/WAGE	\$89,729.00	\$89,729.00	\$0.00	\$0.00	100.00%	100.00%	\$17,600.00	\$73,684.45	\$0.00	\$62.55	99.92%	99.92%
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	\$22,600.00	\$15,108.80	\$0.00	\$7,491.20	66.83%	66.83%	\$17,600.00	\$16,767.50	\$84.72	\$747.78	95.27%	95.75%
01-201-20-130-001	FINANCE - SALARY & WAGE	\$53,145.00	\$50,651.56	\$0.00	\$2,493.44	95.31%	95.31%	\$69,127.00	\$50,178.61	\$0.00	\$18,948.39	72.59%	72.59%
01-201-20-130-020	FINANCE - OTHER EXPENSES	\$12,165.00	\$11,952.36	\$0.00	\$212.64	98.25%	98.25%	\$14,797.00	\$11,981.82	\$1,985.00	\$839.18	80.97%	94.40%
01-201-20-135-020	ANNUAL AUDIT	\$22,000.00	\$22,000.00	\$0.00	\$0.00	100.00%	100.00%	\$35,300.00	\$22,700.00	\$0.00	\$12,600.00	64.31%	64.31%
01-201-20-140-020	COMPUTER SERVICES	\$21,300.00	\$19,898.95	\$1,399.50	\$1,401.05	93.42%	95.47%	\$29,614.00	\$29,323.44	\$0.00	\$290.56	99.02%	99.02%
01-201-20-145-001	TAX COLLECTOR - SALARY & WAGE	\$31,299.00	\$29,880.53	\$0.00	\$1,418.47	95.47%	95.47%	\$33,435.00	\$1,968.44	\$0.00	\$1,466.56	57.31%	57.31%
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	\$3,985.00	\$2,309.15	\$25.00	\$1,650.85	57.95%	58.57%	\$3,435.00	\$3,435.00	\$0.00	\$0.00	100.00%	100.00%
01-201-20-150-001	TAX ASSESSOR - SALARY & WAGE	\$22,570.00	\$22,570.00	\$0.00	\$0.00	100.00%	100.00%	\$22,127.00	\$22,127.00	\$0.00	\$0.00	100.00%	100.00%
01-201-20-150-020	TAX ASSESSOR - OTHER EXPENSES	\$974.05	\$974.05	\$0.00	\$225.95	81.17%	81.17%	\$1,200.00	\$918.91	\$0.00	\$281.09	76.53%	76.53%
01-201-20-151-020	RESERVE FOR TAX APPEALS - OTHER EXPENSE	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%	0.00%	\$10,000.00	\$10,000.00	\$0.00	\$0.00	100.00%	100.00%
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	\$115,000.00	\$82,619.96	\$9,475.00	\$22,905.04	71.84%	80.08%	\$125,000.00	\$111,814.40	\$0.00	\$13,185.60	89.45%	89.45%
01-201-20-165-020	ENGINEERING SERVICES	\$35,000.00	\$33,877.85	\$0.00	\$1,122.15	96.79%	96.79%	\$36,000.00	\$32,645.07	\$0.00	\$3,354.93	90.68%	90.68%
01-201-21-180-001	PLANNING BOARD - SALARY & WAGE	\$12,281.00	\$8,650.57	\$0.00	\$3,630.43	70.44%	70.44%	\$12,040.00	\$8,718.96	\$0.00	\$3,321.04	72.42%	72.42%
01-201-21-185-001	BD OF ADJUST - SALARY & WAGE	\$11,475.00	\$9,672.39	\$56.77	\$1,445.84	86.55%	87.06%	\$13,250.00	\$5,610.58	\$0.00	\$7,639.42	42.34%	42.34%
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	\$13,825.00	\$10,928.49	\$0.00	\$1,352.51	88.99%	88.99%	\$15,014.00	\$11,585.53	\$0.00	\$3,428.47	77.16%	77.16%
01-201-22-195-001	UNIFORM CONST CODE-SALARY/WAGE	\$110,234.00	\$13,182.55	\$0.00	\$642.45	95.35%	95.35%	\$13,450.00	\$13,380.91	\$0.00	\$69.09	99.49%	99.49%
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	\$2,550.00	\$1,311.08	\$0.00	\$3,665.27	96.68%	96.68%	\$11,411.00	\$109,104.46	\$0.00	\$2,306.54	97.95%	97.95%
01-201-22-196-001	CODE ENFORCEMENT - SALARY & WAGE	\$44,636.00	\$41,721.58	\$0.00	\$1,238.92	51.41%	51.41%	\$2,000.00	\$914.16	\$0.00	\$1,085.84	45.71%	45.71%
01-201-22-196-020	CODE ENFORCEMENT - OTHER EXPENSE	\$250.00	\$0.00	\$0.00	\$2,914.42	99.47%	99.47%	\$43,819.00	\$39,434.94	\$0.00	\$4,384.06	90.00%	90.00%
01-201-23-210-020	INSURANCE - LIABILITY	\$105,127.00	\$90,014.72	\$0.00	\$15,112.28	85.62%	85.62%	\$94,460.00	\$87,364.53	\$0.00	\$7,095.47	92.49%	92.49%
01-201-23-215-020	WORKERS COMPENSATION	\$78,940.00	\$78,940.00	\$0.00	\$0.00	100.00%	100.00%	\$84,500.00	\$84,500.00	\$0.00	\$0.00	100.00%	100.00%
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	\$414,788.00	\$394,251.48	\$0.00	\$20,536.52	95.05%	95.05%	\$410,639.00	\$383,552.43	\$225.00	\$26,881.57	93.40%	93.45%
01-201-23-225-020	INSURANCE - UNEMPLOYMENT COMPENSATION	\$10,000.00	\$10,000.00	\$0.00	\$0.00	100.00%	100.00%	\$10,000.00	\$10,000.00	\$0.00	\$0.00	100.00%	100.00%
01-201-23-225-001	POLICE DEPT - SALARY & WAGE	\$1,712,020.00	\$1,708,558.00	\$0.00	\$3,462.00	99.80%	99.80%	\$1,678,112.00	\$1,626,179.78	\$0.00	\$51,932.22	96.91%	96.91%
01-201-25-240-001	POLICE DEPT - OTHER EXPENSES	\$137,305.00	\$97,664.96	\$18,978.52	\$20,661.52	71.13%	84.95%	\$121,142.00	\$112,023.82	\$861.29	\$8,256.89	92.47%	93.18%
01-201-25-240-020	TRAFFIC & SAFETY COMM. - OTHER EXPENSES	\$1,600.00	\$758.90	\$80.00	\$641.10	36.18%	58.93%	\$0.00	\$109.98	\$0.00	\$390.02	22.00%	22.00%
01-201-25-250-020	INTERLOCAL SERVICES: MC DISPATCH - OE	\$106,400.00	\$106,389.69	\$0.00	\$10.31	99.99%	99.99%	\$105,441.00	\$105,441.00	\$0.00	\$0.00	100.00%	100.00%
01-201-25-251-020	INTERLOCAL SERVICES: DENVERVILLE COURT - OE	\$54,864.00	\$54,864.00	\$0.00	\$0.00	100.00%	100.00%	\$56,400.00	\$54,000.00	\$0.00	\$2,400.00	95.74%	95.74%
01-201-25-252-001	EMERGENCY MGMT - SALARY & WAGE	\$8,000.00	\$7,989.87	\$0.00	\$10.13	99.87%	99.87%	\$8,000.00	\$7,990.58	\$0.00	\$9.42	99.88%	99.88%
01-201-25-252-020	EMERGENCY MGMT - OTHER EXPENSE	\$4,000.00	\$592.22	\$0.00	\$3,407.78	14.81%	14.81%	\$4,000.00	\$2,771.78	\$54.24	\$1,173.98	69.29%	70.65%
01-201-25-253-020	FIRE DEPT - OTHER EXPENSES	\$29,100.00	\$22,389.05	\$5,309.35	\$401.60	76.94%	98.62%	\$29,100.00	\$19,837.28	\$4,724.56	\$4,537.76	68.17%	84.41%
01-201-25-255-020	VOL AMBULANCE SQUAD CONTRIB	\$15,000.00	\$15,000.00	\$0.00	\$0.00	100.00%	100.00%	\$15,000.00	\$15,000.00	\$0.00	\$0.00	100.00%	100.00%
01-201-25-265-001	FIRE DEPT - SALARY & WAGE	\$7,500.00	\$7,500.00	\$0.00	\$0.00	100.00%	100.00%	\$7,500.00	\$7,491.20	\$0.00	\$8.80	99.88%	99.88%
01-201-25-265-020	FIRE DEPT - OTHER EXP	\$1,000.00	\$37.67	\$165.00	\$777.33	5.77%	22.27%	\$8,900.00	\$101.65	\$0.00	\$8,798.35	1.14%	1.14%
01-201-25-265-001	FIRE DEPT - SALARY & WAGE	\$14,500.00	\$14,499.71	\$0.00	\$0.29	100.00%	100.00%	\$26,132.00	\$16,332.78	\$0.00	\$9,799.22	62.50%	62.50%
01-201-26-290-001	STREETS & ROADS - SALARY/WAGE	\$351,262.00	\$347,770.61	\$0.00	\$3,491.39	99.01%	99.01%	\$361,272.00	\$326,707.77	\$0.00	\$34,564.23	90.43%	90.43%
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	\$225,500.00	\$164,650.83	\$27,489.10	\$33,350.07	73.02%	85.21%	\$205,350.00	\$143,128.85	\$22,548.43	\$39,672.72	69.70%	80.68%

Borough of Mountain Lakes Budget Comparison													
Current Fund - Expenditure Budgets													
Account Number	Description	Activity to 12/31/2017				Activity to 12/31/2016				Activity to 12/31/2015			
		Budget	Activity	Encumbered	Balance	% Expended	% Expended & Encumbered	Budget	Activity	Encumbered	Balance	% Expended	% Expended & Encumbered
01-201-26-300-020	SHADE TREE COMMISSION - O/E	\$36,500.00	\$35,866.84	\$0.00	\$633.16	98.27%	98.27%	\$36,250.00	\$34,173.69	\$283.00	\$1,799.31	94.27%	95.05%
01-201-26-305-001	SOLID WASTE - SALARY & WAGES	\$5,895.00	\$5,894.86	\$0.00	\$0.14	100.00%	100.00%	\$7,353.00	\$7,345.40	\$0.00	\$7.60	99.90%	99.90%
01-201-26-305-001	SOLID WASTE - OTHER EXPENSES	\$450,650.00	\$405,754.48	\$15,911.86	\$28,983.66	90.04%	99.57%	\$458,950.00	\$443,501.35	\$6,674.28	\$8,774.37	96.63%	98.09%
01-201-26-306-020	Recycling Tax	\$4,000.00	\$3,067.92	\$554.09	\$577.99	76.70%	85.55%	\$4,000.00	\$2,830.14	\$0.00	\$1,169.86	70.75%	70.75%
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	\$24,600.00	\$12,741.91	\$182.00	\$11,676.09	51.80%	52.54%	\$26,600.00	\$14,147.29	\$2,541.78	\$9,910.93	53.19%	62.74%
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	\$60,500.00	\$44,521.01	\$7,305.09	\$8,673.90	73.59%	85.66%	\$39,000.00	\$32,657.64	\$2,259.01	\$4,083.35	83.74%	89.33%
01-201-27-330-001	BOARD OF HEALTH - SALARY/WAGE	\$5,000.00	\$4,996.72	\$0.00	\$3.28	99.93%	99.93%	\$5,400.00	\$5,024.78	\$0.00	\$375.22	93.05%	93.05%
01-201-27-330-001	BOARD OF HEALTH - OTHER EXP.	\$25,000.00	\$25,000.00	\$0.00	\$0.00	100.00%	100.00%	\$25,000.00	\$24,396.10	\$0.00	\$603.90	97.58%	97.58%
01-201-27-330-020	ENVIRONMENTAL COMM - OTHER EXP	\$5,210.00	\$2,165.80	\$0.00	\$3,044.20	41.57%	41.57%	\$5,710.00	\$2,618.00	\$0.00	\$3,092.00	45.85%	45.85%
01-201-27-337-020	WOODLAND COMMITTEE - OTHER EXPENSE	\$750.00	\$607.11	\$0.00	\$142.89	80.95%	80.95%	\$1,000.00	\$80.00	\$0.00	\$920.00	8.00%	8.00%
01-201-27-340-020	DOG REGULATION - OTHER EXPENSES	\$2,200.00	\$2,165.70	\$0.00	\$34.30	98.44%	98.44%	\$2,500.00	\$482.98	\$0.00	\$2,017.02	19.32%	19.32%
01-201-27-360-020	CONTRIB TO SENIOR CITIZENS	\$1,000.00	\$204.54	\$0.00	\$795.46	20.45%	20.45%	\$1,122.21	\$96,049.10	\$0.00	\$16,171.90	85.59%	85.59%
01-201-28-370-001	RECREATION DEPT. - SALARY/WAGE	\$100,368.00	\$76,269.13	\$0.00	\$24,098.87	75.99%	75.99%	\$36,850.00	\$22,812.85	\$210.54	\$13,826.61	61.91%	62.48%
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	\$35,250.00	\$34,920.75	\$107.72	\$221.53	99.07%	99.07%	\$101,500.00	\$81,971.64	\$1,712.24	\$7,816.12	80.76%	92.90%
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	\$100,500.00	\$94,281.13	\$603.49	\$5,609.38	93.81%	94.42%	\$253,000.00	\$252,999.96	\$0.00	\$0.04	100.00%	100.00%
01-201-29-390-020	AID TO PUBLIC LIBRARY	\$258,000.00	\$258,000.00	\$0.00	\$0.00	100.00%	100.00%	\$10,000.00	\$10,000.00	\$0.00	\$0.00	100.00%	100.00%
01-201-30-415-010	ACCUMULATED LEAVE COMPENSATION - S&W	\$10,000.00	\$10,000.00	\$0.00	\$0.00	100.00%	100.00%	\$2,300.00	\$1,956.18	\$0.00	\$343.82	85.05%	85.05%
01-201-30-420-020	CELEBRATION OF PUBLIC EVENTS - O/E	\$2,500.00	\$2,497.26	\$0.00	\$2.74	99.89%	99.89%	\$2,300.00	\$1,956.18	\$0.00	\$343.82	85.05%	85.05%
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	\$52,500.00	\$38,972.84	\$0.00	\$7,322.11	86.05%	86.05%	\$140,000.00	\$102,600.08	\$0.00	\$37,399.92	73.29%	73.29%
01-201-31-435-020	ELECTRICITY - STREET LIGHTING	\$45,000.00	\$38,972.84	\$0.00	\$6,027.16	86.61%	86.61%						
01-201-31-438-020	NATURAL GAS	\$25,000.00	\$20,300.77	\$0.00	\$4,699.23	81.20%	81.20%						
01-201-31-437-020	TELECOMMUNICATIONS	\$22,500.00	\$19,682.90	\$0.00	\$2,817.10	87.48%	87.48%	\$30,000.00	\$17,818.61	\$0.00	\$12,181.39	59.40%	59.40%
01-201-31-440-020	PETROLEUM PRODUCTS	\$37,500.00	\$7,459.56	\$5,620.97	\$23,419.47	19.89%	37.55%	\$37,500.00	\$4,779.38	\$7,111.13	\$25,609.49	12.75%	51.71%
01-201-31-447-020	PERS	\$101,047.00	\$100,007.00	\$0.00	\$1,040.00	98.97%	98.97%	\$79,773.00	\$67,773.00	\$0.00	\$12,000.00	84.96%	84.96%
01-201-36-472-020	SOCIAL SECURITY (O.A.S.I.)	\$117,423.00	\$113,984.78	\$0.00	\$3,438.22	97.07%	97.07%	\$114,037.00	\$112,523.67	\$0.00	\$1,513.33	98.67%	98.67%
01-201-36-475-000	PFRS - CONTRIBUTION	\$318,446.00	\$318,446.00	\$0.00	\$0.00	100.00%	100.00%	\$341,715.00	\$341,641.06	\$0.00	\$73.94	99.98%	99.98%
01-201-36-475-020	LENGTH OF SVS AWARDS (LOSAP)	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%	0.00%	\$18,400.00	\$0.00	\$0.00	\$18,400.00	0.00%	0.00%
01-201-36-477-020	DCRP - EMPLOYER SHARE	\$10,800.00	\$1,584.80	\$0.00	\$9,215.20	14.67%	14.67%						
01-201-43-700-000	GRANT EXPENDITURES	\$42,057.95	\$42,057.95	\$0.00	\$0.00	100.00%	100.00%	\$268,684.15	\$268,684.15	\$0.00	\$0.00	100.00%	100.00%
01-201-44-901-020	CAPITAL IMPROVEMENT FUND	\$38,865.00	\$38,865.00	\$0.00	\$0.00	100.00%	100.00%	\$113,445.00	\$113,445.00	\$0.00	\$0.00	100.00%	100.00%
01-201-45-920-020	PAYMENT OF BOND PRINCIPAL	\$875,000.00	\$875,000.00	\$0.00	\$0.00	100.00%	100.00%	\$870,000.00	\$870,000.00	\$0.00	\$0.00	100.00%	100.00%
01-201-45-925-020	PAYMENT OF BAN PRINCIPAL	\$221,400.00	\$221,400.00	\$0.00	\$0.00	100.00%	100.00%	\$135,000.00	\$135,000.00	\$0.00	\$0.00	100.00%	100.00%
01-201-45-950-020	INTEREST ON BONDS	\$174,775.00	\$174,775.00	\$0.00	\$0.00	100.00%	100.00%	\$206,825.00	\$206,825.00	\$0.00	\$0.00	100.00%	100.00%
01-201-45-955-020	INTEREST ON NOTES	\$18,155.00	\$18,155.00	\$0.00	\$0.00	100.00%	100.00%	\$20,000.00	\$20,000.00	\$0.00	\$0.00	100.00%	100.00%
01-201-46-875-020	DEFERRED CHGS	\$22,893.00	\$22,893.00	\$0.00	\$0.00	100.00%	100.00%						
01-201-50-999-020	RESERVE FOR UNCOLLECTED TAXES	\$1,379,500.00	\$1,379,500.00	\$0.00	\$0.00	100.00%	100.00%	\$1,600,681.68	\$1,600,681.68	\$0.00	\$0.00	100.00%	100.00%
TOTALS		\$8,776,908.95	\$8,340,049.43	\$97,388.36	\$389,471.16	95.02%	96.13%	\$9,182,966.83	\$8,661,019.28	\$53,428.62	\$458,518.93	94.32%	95.01%

Borough of Mountain Lakes			
Water and Sewer - Billing and Revenue			
Fourth Quarter 2017			
	October	November	December
Water:			
Beginning Balance	\$17,935.29	\$163,536.55	\$18,566.75
Adjustments (+/-)	-\$308.04		
Billed - Including Adjustments	\$234,930.81	\$4,939.75	\$4,389.98
Receipts - Including Adjustments	-\$89,021.51	-\$149,909.55	-\$18,784.17
Ending Balance	\$163,536.55	\$18,566.75	\$4,172.56
Sewer:			
Beginning Balance	\$29,791.37	\$123,560.65	\$31,703.25
Adjustments (+/-)	-\$359.59		
Billed - Including Adjustments	\$165,476.88	\$4,738.85	\$2,721.61
Receipts - Including Adjustments	-\$71,348.01	-\$96,596.25	-\$15,551.94
Ending Balance	\$123,560.65	\$31,703.25	\$18,872.92

BOROUGH OF MOUNTAIN LAKES INTEROFFICE MEMORANDUM

TO: Mitch Stern, Borough Manager

SUBJECT: Fourth Quarter 2017 Water Budget Report

DATE: February 7, 2018

Below is a list of revenue and expenditure accounts for the Water budget as of 12/31/17 where the activity varied from the budgeted amount:

- Interest Earned – The amount realized is less than 2016 because the sewer revenue, which is initially deposited into the water account was moved to the sewer account on a regular basis.
- Capital Outlay – Funds were budgeted in case there was an emergency and repairs were needed to be done to the water infrastructure.
- Other Expenses – Funds were still remaining in the service contract line item, the electricity line item, and the equipment line item. The December electricity bill was paid in January.


Monica Goscicki
Chief Financial Officer

Borough of Mountain Lakes												
Water Operating - Revenue Budgets												
Account Number	Description	Activity to 12/31/2017			Activity to 12/31/2016							
		Budget	Activity	Balance	Received	%	Budget	Activity	Balance	Received	%	
05-192-08-501-000	ANTICIPATED SURPLUS	\$60,000.00	\$60,000.00	\$0.00	100.00%		\$70,000.00	\$70,000.00	\$0.00	100.00%		
05-192-17-000-000	WATER OPERATING REVENUES	\$752,954.00	\$751,466.88	\$1,487.12	99.80%		\$737,509.00	\$863,156.81	-\$125,647.81	117.04%		
05-192-17-100-000	MRWA - INTEREST EARNED	\$0.00	\$1,474.08	-\$1,474.08			\$0.00	\$3,073.78	-\$3,073.78			
TOTALS		\$812,954.00	\$812,940.96	\$13.04	100.00%		\$807,509.00	\$996,230.59	-\$128,721.59	115.94%		
Water Operating - Expenditure Budgets												
Activity to 12/31/2017												
Account Number	Description	Budget	Activity	Encumbered	Balance	%	Expended	%	Expended	Balance	%	% Expended & Encumbered
05-201-55-510-001	Water Operating - Salary & Wages	\$409,208.00	\$394,761.64	\$0.00	\$14,446.36	96.47%	96.47%		\$411,068.00	\$405,935.09	98.75%	98.75%
05-201-55-520-520	Water Operating - Other Expenses	\$345,770.00	\$247,445.79	\$28,858.93	\$69,465.28	79.91%	79.91%		\$320,607.00	\$260,288.22	88.64%	88.64%
05-201-55-527-000	Water - Capital Outlay	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%	0.00%		\$17,600.00	\$0.00	0.00%	0.00%
05-201-55-531-000	Water - Social Security	\$29,579.00	\$29,405.65	\$0.00	\$173.35	99.41%	99.41%		\$28,234.00	\$26,402.25	93.51%	93.51%
05-201-55-532-000	Water - P.E.R.S.	\$13,397.00	\$13,397.00	\$0.00	\$0.00	100.00%	100.00%		\$30,000.00	\$0.00	100.00%	100.00%
05-201-55-534-000	Water - Emergency	\$125,000.00	\$125,000.00	\$0.00	\$0.00	100.00%	100.00%		\$0.00	\$0.00		
TOTALS		\$937,954.00	\$810,010.08	\$28,858.93	\$99,084.99	86.36%	86.36%		\$807,509.00	\$722,625.56	89.45%	92.45%

BOROUGH OF MOUNTAIN LAKES
INTEROFFICE MEMORANDUM

TO: Mitch Stern, Borough Manager

SUBJECT: Fourth Quarter 2017 Sewer Budget Report

DATE: February 7, 2018

Below is a list of revenue and expenditure accounts for the Sewer budget as of 12/31/17 where the activity varied from the budgeted amount:

- Sewer Rents – The amount realized was less than the budget because the new sewer rate was not put on the system when the ordinance was passed. It has been corrected for 2018 and the amount owed for 2017 will be billed to the residents.
- Miscellaneous Fees – The budgeted was partially based on new sewer hook ups anticipated during 2017 but not as many sewer hook ups were made.
- Capital Outlay – Funds were budgeted to cover any emergency expenses that may occur.


Monica Goscielski
Chief Financial Officer

Borough of Mountain Lakes													
Sewer Operating - Revenue Budgets													
Account Number	Description	Activity to 12/31/2017				Activity to 12/31/2016				Activity to 12/31/2015			
		Budget	Activity	Balance	% Received	Budget	Activity	Balance	% Received	Budget	Activity	Balance	% Received
07-192-08-501-000	ANTICIPATED SURPLUS	\$35,000.00	\$35,000.00	\$0.00	100.00%	\$80,000.00	\$80,000.00	\$0.00	100.00%	\$0.00			
07-192-17-000-000	SEWER OPERATING REVENUES:	\$750,000.00	\$658,769.81	\$101,230.19	86.68%	\$770,018.00	\$803,922.03	-\$33,904.03	104.40%				
07-192-17-001-000	SEWER - MISCELLANEOUS FEES	\$50,169.00	\$20,185.17	\$39,983.83		\$0.00	\$735.71	-\$735.71					
TOTALS		\$855,169.00	\$713,954.98	\$141,214.02	83.49%	\$850,018.00	\$884,657.74	-\$34,639.74	104.08%				
Sewer Operating - Expenditure Budgets													
Account Number	Description	Activity to 12/31/2017				Activity to 12/31/2016				Activity to 12/31/2015			
		Budget	Activity	Encumbered	% Expended & Encumbered	Budget	Activity	Encumbered	% Expended & Encumbered	Budget	Activity	Encumbered	% Expended & Encumbered
07-201-55-510-001	Sewer Operating - Salary & Wages	\$241,980.00	\$239,279.61	\$0.00	98.88%	\$260,094.00	\$230,803.68	\$0.00	88.74%	\$29,290.32	\$0.00	\$0.00	0.00%
07-201-55-520-520	Sewer Operating - Other Expenses	\$575,700.00	\$490,352.97	\$1,746.18	85.18%	\$544,630.00	\$517,425.88	\$879.49	95.01%	\$26,324.63	\$0.00	\$0.00	0.00%
07-201-55-527-000	Sewer Operating - Capital Outlay	\$10,000.00	\$0.00	\$0.00	0.00%	\$16,000.00	\$0.00	\$0.00	0.00%	\$16,000.00	\$0.00	\$0.00	0.00%
07-201-55-531-000	Sewer Operating - Social Security	\$17,746.00	\$17,249.88	\$0.00	97.20%	\$17,294.00	\$15,644.02	\$0.00	90.46%	\$1,649.98	\$0.00	\$0.00	0.00%
07-201-55-532-000	Sewer Operating - P.E.R.S.	\$9,743.00	\$9,743.00	\$0.00	100.00%	\$12,000.00	\$12,000.00	\$0.00	100.00%	\$0.00	\$0.00	\$0.00	0.00%
TOTALS		\$855,169.00	\$756,625.46	\$1,746.18	88.48%	\$850,018.00	\$775,873.58	\$879.49	91.28%	\$73,264.93	\$0.00	\$0.00	0.00%

Borough of Mountain Lakes
Discussion A
Landmarks Historic Preservation Ordinance
_____, 2017
Prepared by Historic Preservation Committee.

1. Issue: The Historic Preservation Committee (“HPC”) would like to proceed with drafting and enactment of one or more historic preservation ordinances implementing the recommendations of the 2010 update to the Borough’s Master Plan Historic Preservation Element, which was reaffirmed with adoption of the 2013 Master Plan.

2. Current Status/Facts: In July 2010, the Mountain Lakes Planning Board adopted an updated Historic Preservation Element for the Borough’s Master Plan (“HP Element”), which included recommendations for a new historic preservation ordinance.

One part of the proposed ordinance would provide incentives for preservation of historic homes; this recommendation was ultimately implemented by the Borough Council through adoption of a historic preservation incentives ordinance in 2012 (Ordinance 08-12), which was updated in 2017 (Ordinance 02-17).

The other part of the ordinance proposed in the HP Element would establish a list of “Key Landmarks” consisting of various historic governmental, institutional and commercial structures in the Borough, and would “[p]rohibit demolition or the significant alteration of the exteriors of Key Landmarks.” This Key Landmarks recommendation was reaffirmed by the Planning Board when it updated the Master Plan in October 2013. As a result, there is currently no protection, in the form of regulation or incentives, for the non-residential historic structures in the Borough. Loss of these structures would have a profound impact on the historic character of our community, including its character as a planned residential park community designed by developer Herbert Hapgood.

It is expected that any proposed historic preservation ordinance based on the Master Plan recommendation that is presented to the Borough Council will be subject to comment from members of the public before the Borough Council takes any formal action.

The HP Element specifically lists the following structures as being included in the initial Key Landmarks: “the entrance gates to the Borough at the Boonton Township border on the Boulevard and at Crane Road, the Train Station, Lake Drive School, Briarcliff School, the Community Church, St. Peters Church, the Mountain Lakes Club, the original Midvale Stores building, the Mountain Lakes Garage, the Grimes House and the Esplanade.” However, the list could be expanded before or after the ordinance is adopted. The HPC suggests the primary criteria for Key Landmarks would be any structure that is listed as a “contributing building” in the 2005 Historic District nomination document, is not a dwelling, and has not been demolished. However, these would not necessarily be the sole criteria – for example, there may be structures that are not “buildings” that should be protected (e.g., the entrance gates), and there may be historic buildings or structures outside the boundaries of the Mountain Lakes Historic District that should be protected.

Under the state Municipal Land Use Law, a regulatory landmarks preservation ordinance would require that the Borough Council reorganize the Historic Preservation Committee into a Commission. The HPC would recommend that this be a “weak” form of Historic Preservation Commission, which is limited to making recommendations only, with ultimate decisions under the ordinance left to the Zoning or Planning Board.

3. Council Consideration: How should we move forward?

Possible next steps include:

- a. Drafting of ordinance language. The HPC is willing to take the lead in preparing draft ordinance language implementing the Key Landmarks proposals.
- b. Provide an opportunity for public comment on the proposed ordinances.
- c. Borough Council considers and votes on proposed ordinances.

4. Back up information:

- a. 2013 Master Plan Historic Preservation Element (rev. 10-24-13)

X. HISTORIC PRESERVATION PLAN

Mountain Lakes has features and sites that have substantial historic significance on the local, state and national levels. The purpose of this Historic Preservation Plan element is to identify those historically significant features and sites and to establish strategies for their protection and preservation. It is a central premise of this plan that these features and sites are critical to the character of the Borough and that they are important to the Borough's unique character.

HISTORIC PRESERVATION OVERVIEW/BACKGROUND

The following are the major events and significant issues relating to Historic Preservation in Mountain Lakes leading up to and taken into account in the formulation of this plan.

- In 1978 the Borough Council established a Landmarks Committee with the task of identifying major historic resources in the Borough.
- In 1985, Chairman of the Landmarks Committee John Steen, in response to a request from the Borough Council, reported on the Committee's vision for historic preservation in Mountain Lakes. That vision included application for state and national historic district registration.
- In 1986, Mountain Lakes celebrated, with various events, the 75th anniversary of its beginnings as a planned residential park community. This sparked a greater interest and awareness of the Borough's history on the part of many of its citizens.
- In 1987, Mr. Steen recommended to the Borough Council that state and national historic district registration be applied for in order to establish official recognition of the substantial historic significance in Mountain Lakes. For financial reasons, that recommendation was not pursued.
- In 1988, the Borough Council became concerned about the demolition of houses that were part of the original development of Mountain Lakes as a planned residential park community (the Hapgood and Belhall homes). As a result, the Ordinance Committee of the Planning Board was asked to recommend an ordinance for the establishment of a Historic Preservation Commission (HPC). The commission was established in 1990 and completed a survey of most houses in the Borough.
- In 1992, the Borough Council created the position of Borough Historian with the appointment of John Steen in recognition of the importance of the many historically significant sites and features in the Borough.
- By 1992, the HPC had developed specific recommendations for a historic district and standards for historic preservation review procedures and design criteria, at the request of the Borough Council. These were presented to the community in a series of open meetings in 1993. Substantial public concern was expressed that the specific proposals would infringe on individual property rights. As a result, the recommendations were not adopted.
- Subsequently, in late 1993, the Borough Council, with the support of others concerned about historic preservation in the Borough, determined that a new approach should be

pursued. As a result, the HPC was reconstituted as the Historic Preservation Committee with a revised mandate. Public education should be the main thrust and should include efforts to foster a greater awareness in the general public of what is historically significant in Mountain Lakes, its great importance to the character and unique sense of place of the Borough, and to the preservation of property values.

- In 1994 and '95 the *Arts and Crafts Quarterly* magazine sponsored two symposia, part of which included bus tours in Mountain Lakes.
- To assist resident's understanding of the issues involved in renovation and alteration projects, the HPC wrote and published *Historic Mountain Lakes Restoration and Renovation Handbook*. Published in 1996, it is available for sale in the Library.
- In 1999, the League of Women Voters reaffirmed their position taken in a 1987 Housing Trends Study supporting establishment of a Historic District.
- In 1999, the Borough Council convened a Character Committee to study options for preservation. They studied the issues and surveyed the residents. Three-quarters of survey responders favored an historic district on the New Jersey and National Registers of Historic Places. In 2000, Borough Council supported the Committee's recommendations and requested the HPC prepare a nomination to the New Jersey and National Registers.
- Beginning in 2000 and continuing through 2005, the HPC prepared a nomination under the leadership of Joan Nix. The district was officially listed on the New Jersey Register of Historic Places on 7/22/2005 and listed on the National Register on 9/7/2005. Before the nomination was sent on to the State Historic Preservation Office (SHPO), the HPC presented the nomination to the Borough and Council in a town-wide meeting. Council sent a resolution endorsing the nomination to SHPO with the application.
- In 2008, the HPC proposed to Council that there be a commemorative book prepared in time for Mountain Lakes' one hundred year anniversary. The book project was begun in March 2008.
- In 2012, the HPC proposed and the Council adopted an ordinance designed to encourage Hapgood and Belhall homeowners to preserve their homes.

HISTORIC PRESERVATION OBJECTIVES

It should be the policy of Mountain Lakes to promote and encourage the preservation of those buildings, structures, and districts that exemplify its cultural, social, economic and architectural history. Historic landscapes, landmark sites, landmark structures and districts are among the types of properties the Borough intends to preserve for the education, pleasure and general welfare of its citizens and guests. Elements of these policies are to:

- Safeguard the heritage of Mountain Lakes by identifying, designating, and regulating historic landmarks and historic districts
- Preserve the residential park setting
- Continue the use of historic landmarks and districts
- Prevent demolition of historic resources

HISTORY OF MOUNTAIN LAKES

The area that would become Mountain Lakes was originally home to the Lenape who settled here around 10,000 BC. They remained through the first European settlements of the 17th century, before moving westward after the treaty of Easton in 1758. From the first European settlements until 1910, the year that the development of Mountain Lakes began, land titles and boundaries were shifted through disputed ownerships and deeds of dubious legality.

In the late 17th Century, the area was known as Old Forges. By 1700 it was part of Whippanong, then the Hanover area, and by 1759 it had become part of the Great Boonton Tract. In 1798 a small portion was part of Boonton Township, and the rest was included in Hanover Township, an arrangement that would last until the incorporation of Mountain Lakes Borough. The area began to attract settlers in the 18th Century, as Old Boonetown, now Boonton, became a center for iron works and gristmills. Workers, traders, and farmers, primarily of English and Dutch origin, established their families and built homes, some of which are still standing.

In 1908, surveyor Lewis Van Duyne of Boonton approached Herbert J. Hapgood with the idea for development of the then virgin area located on the eastern face of the highlands overlooking the Passaic River Valley. Van Duyne had become familiar with the area while surveying for the future Jersey City Reservoir. That year, Van Duyne and Hapgood began to purchase the land that would become Mountain Lakes, at fifteen dollars an acre, consisting of swampy meadows and woodlots which were losing their value with the increasing popularity of coal. Van Duyne and Hapgood, however, saw value in the development of the area based upon its natural beauty and its proximity to the Lackawanna Railroad.

Work on Mountain Lakes Residential Park began in the winter of 1908-09 with the commencement of clearing and the construction of the basic elements that would set its character as a residential park community: the roads and dams. Man-made lakes were created (Mountain and Wildwood) which formed the focus for the design of the community around which roads and residential lots were laid out. Home construction began in 1910 and the first residents arrived in 1911. The beginning of trolley service in 1910 was a significant asset not only for the new residents but for the workmen clearing the site and building the homes.

In 1914 Joseph Yaccarino opened a grocery store in the Midvale Stores building on Midvale Road, which was followed by a drugstore, a luncheonette, a taxi service, and a dry cleaning and tailor shop. The building also contained the first school in Mountain Lakes, as well as the first library, and hosted church services by the Community Church before the current church was built, also in 1914. Half the stores were later destroyed by fire. The Mountain Lakes Club, which at the time cost the extravagant sum of more than \$30,000 to build, was opened the same year. The same year, the local post office opened, the cornerstone of the Community Church was laid, and the Education Department of the Woman's Club began a library with one hundred books donated by members.

Nearly 500 homes were constructed between 1911 and 1923 when Hapgood's operation declared bankruptcy. During this period, the Mountain Lakes Association was formed under the leadership of John L. Houston and Lawrence Luellen (the first resident of the new community and the originator of the Lily Paper Cup). This group, a liaison between the homeowners and developers, was responsible for initiating many improvements before the incorporation of the Borough. Reflecting on this period, the 1934 Mountain Lakes Yearbook explained that:

"the development companies having failed and new owners being about to come into possession, the citizens were confronted with the possibilities that the property restrictions which had prevailed from the beginning might be disregarded as to the lands which were then unsold, thus destroying the high character of Mountain Lakes. It was recognized that this danger might be avoided and the favorable development of the community and the welfare of its people might best be secured by its incorporation under a distinct municipal government."

A new era for the Borough began in 1923 with the re-establishment of Hapgood's operations under the new Belhall Company and the incorporation of Mountain Lakes as a municipality in 1924. Trolley service ended in 1928 when the track was taken up and the right-of-way became a sidewalk along the Boulevard. In the late 1920's and early 1930's, the Borough became an automobile-oriented community as roads were paved and area highways improved. By 1931 about six hundred homes were completed and Mountain Lakes was established on a scale sufficient to support a self-sustaining community. The Depression forced the Belhall Company into bankruptcy and its assets were liquidated by 1937 to pay creditors.

In 1938-39 the Borough was able to seize the opportunity to acquire many of the remaining undeveloped building lots, an important and far-sighted act by the new municipality. Many of these areas were eventually incorporated into large preserved open space areas, setting into place the final important element which established the character of the Mountain Lakes community. In the years after the war, other large tracts including Birchwood, Crystal, and Sunset Lakes were acquired and incorporated into the Borough's open space. The preservation of these areas and their dedication as open space for the enjoyment of all residents became a cornerstone of Borough land use policy.

Many of these features and structures from Mountain Lake's early development period still exist today.

CRITERIA OF SIGNIFICANCE

The criteria for evaluation of a site, building, structure or object as to whether it should be listed is provided by the U.S. Department of the Interior. These evaluation criteria were used as the basis for evaluation of Mountain Lakes' resources which are in the Historic Registers.

"National Register Criteria for Evaluation

The quality of significance in American history, architecture, archeology, engineering is present in districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and:

- A. That are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. That are associated with the lives of significant persons in the past; or
- C. That embody the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. That has yielded or may be likely to yield information important in history or prehistory."

The Mountain Lakes Historic District qualifies for National Register Criterion A and C in the areas of community planning and development and landscape design as a planned residential park suburb; and in the area of architecture for the concentration of Craftsman style homes .

HISTORIC SITES SURVEYS

Mountain Lakes was the subject of a brief outline survey by Acroterion, contracted for by Morris County Heritage Commission in 1987. The preparers found that there were resources of historic significance in the borough which would need a more intensive survey effort. In 1990, a partial survey of the Borough was completed.

Between 2000 and 2004, an intensive field survey was completed by HPC-trained volunteers; eventually encompassing 1,631 resources (contributing and non-contributing) within the district. A comprehensive body of information on individual historic properties was compiled through a combination of historic map analysis, archival research and field surveys and incorporated in the nomination to the New Jersey and National Registers of Historic Places. A copy of the nomination is held in Borough Hall, a copy is held at the Mountain Lakes Library, a copy resides in Trenton with the NJ SHPO, and there is a fourth copy in Washington D.C.

LOCATION AND SIGNIFICANCE OF HISTORIC SITES AND HISTORIC DISTRICTS

One historic district and one historic site are currently listed in the New Jersey Register of Historic Places (SR) and the National Register of Historic Places (NR). The district is the Mountain Lakes Historic District (SHPO Opinion: 9/11/2000; SR: 7/22/2005; NR: 9/7/2005). The historic site is the Grimes Farm, aka Jonathan Grimes Farmstead at 4 Craven Road (SR: 10/6/1976; NR: 4/1/1977).

As the Mountain Lakes Historic District is extensive, the National Register nomination is included by reference here. Its boundaries encompass the original area Hapgood envisioned as his planned suburb. The district is roughly bounded by Pocono Road to the west, the border between Denville and Mountain Lakes in the Tourne to the north, Rock Lane and Powerville Road to the east and the railroad right-of-way to the south. The 1,397 acre district is bisected by Boulevard and contains all of the lakes wholly within the Borough. The contributing resources in Mountain Lakes Historic District are listed in the 2005 Mountain Lakes Historic District National Register nomination. Based on the information contained in the nomination, at that time there are 738 contributing buildings, 43 contributing sites, and 306 contributing structures.

In addition, there are four properties which are listed on the Morris County Inventory of Historic Sites. These are the Righter House at 99 Pocono Road, the Mountain Lakes Railroad Station at 99 Midvale Road, the Lake Drive School at 10 Lake Drive, and the Community Church at 48 Briarcliff Road. Each of these is a part of the Mountain Lakes Historic District.

HISTORIC PRESERVATION PROPOSALS

The previous Historic Preservation Element of the Master Plan had an objective to "promote the preservation of Mountain Lakes' historic resources through a better understanding among Borough citizens, public officials, property owners and prospective developers/re-developers of what is historically significant." It recommended education and public awareness as a means to promote preservation. Although these strategies have been helpful, they have fallen short in

several areas including: prevention of demolitions of historic structures and the modification of the original topography.

In 2012, Ordinance 08-12 was adopted amending the Land Use ordinance to provide incentives for owners of approximately 490 historic homes ("Contributing Dwellings") to preserve, and maintain the current character of, their homes by offering bonus Floor Area Ratio (F.A.R.), Improved Lot Coverage (I.L.C.) and side setback requirements for homes that satisfy the eligibility criteria set forth in the ordinance.

The Borough Council should consider additional historic preservation ordinance(s). The basic purpose of such ordinance(s) would be to promote the protection and preservation of historic resources/structures, particularly those designated as Key Landmarks; reduce the demolitions of Hapgood and Belhall residential structures; minimize topography changes; and permit the Planning Board and Zoning Board of Adjustment to take historic significance into account when hearing applications.

Historic Preservation Ordinance(s) should:

1. Establish a list of Key Landmarks. The initial Key Landmarks would be the entrance gates to the Borough at the Boonton Township border on the Boulevard and at Crane Road, the Train Station, Lake Drive School, Briarcliff School, the Community Church, St. Peters Church, the Mountain Lakes Club, the original Midvale Stores building, the Mountain Lakes Garage, the Grimes House and the Esplanade. This ordinance would allow for the expansion of the list of Key Landmarks as needed.
2. Prohibit demolition or the significant alteration of the exteriors of Key Landmarks
3. Prepare a list of municipally designated historic landmarks. This list would include all of the contributing structures, sites and buildings in the National and State Register of Historic Place's Mountain Lakes Historic District, and certain structures outside of that area.

PRESERVATION OF HISTORIC DWELLINGS

Following the passage of Ordinance 08-12 the Borough Council needs, on a periodic basis, to formally review the effectiveness of the ordinance. The Historic Preservation Committee (HPC) should provide a report to the Council describing the status and activities associated with the Contributing Dwellings. The report should summarize all activities as well as potential deterioration of any historic dwellings.

The Borough Council should promote the establishment of programs to assure that a large percentage of these dwellings are permanently preserved. The Borough Council should periodically reconsider the reorganization of the Historic Preservation Committee into a Commission as provided for in the state Municipal Land Use Law.

EVALUATION OF IMPACT OF OTHER MASTER PLAN ELEMENTS

New Jersey Municipal Land Use Law (MLUL) requires that each Element of the Master Plan be integrated and evaluated with the other Elements of the Plan. This Historic Preservation Element strives to fulfill the requirements. Historic districts, buildings, structures and archaeological sites are intimately and irrevocably linked with past, present and future land use.

Proposals for future land use, housing, circulation, conservation, community facilities, recreation etc, can directly affect these resources. This historic preservation plan seeks to find a balance between, on the one hand, the preservation, maintenance and interpretation of the Borough's critical historic resources, and on the other hand, the community's need for ongoing changes in land use. As required by statute, an analysis of the impact of other Master Plan elements on the Historic Preservation Plan is required. A summary of the results of this analysis, shown below, demonstrate that the other Elements support or have no impact on the Goals and Objectives of the Historic Preservation Element.

I - Community Characteristics

The regional setting, environmental factors, land use, and census data, demonstrate and support future historic preservation within the Borough.

II - Statement of Objectives, Principles, Assumptions, Policies and Standards

The assumption of a unique character of Mountain Lakes combined with the objectives of retaining that character as well as the environmental resources to support historic development.

III - Land Use Plan

The Land Use objectives of continuing the unique character of the residential neighborhood as a planned community, protecting natural resources, as well as the encouragement to develop commercial properties on route 46, will help to ensure historic preservation within the borough.

IV - Housing Element and Fair Share Plan

This Element does not contain any proposals that will affect historic preservation.

V - Circulation Plan

This Element deals with the streetscape, trails and public transportation of Mountain Lakes and does not alter any efforts for historic preservation.

VI - Conservation Plan

Stressing the environmental resources of the community, this Element supports the unique characteristics of the community and does not impose any restrictions on historic preservation.

VII - Community Facilities and Utilities Plan

This Element describes public facilities under the control of Mountain Lakes. The Historic Preservation Committee monitors these facilities for historic significance.

VIII - Recreation Plan

This Element describes the public recreational facilities and assets in Mountain Lakes. It deals with the scheduling, use, maintenance and possible expansion of these facilities and does not suggest any plans that would impact historic preservation.

IX - Recycling Plan

No impact on historic preservation.

XI - Relationship to other Plans

No impact on historic preservation.

XII - Summary of Major Findings and Recommendations

This element contains a Major Finding that clearly supports historic preservation within Mountain Lakes.

XIII - Stormwater Management Plan

No impact on historic preservation.



2018 Borough Council Goals DRAFT

Fiscal Strength & Operational Effectiveness: Ensure efficient use of resources and support operational effectiveness

- Adopt fiscally responsible 2018 Operating Budget and 2018 Capital Budget in alignment with strategic Borough priorities
- Continue to develop and implement an effective, timely quarterly budget review process
- ~~Adopt~~ Introduce a 10-year capital plan assessing the long-range needs of the community to ensure effective management of capital assets
- Support pursuit of grant opportunities by the Borough administration and committees with focus on street paving, public safety facilities and equipment, Sunset dam, and environmental initiatives
- Support the successful transition of Borough administration to the new Borough Manager
- Communicate a clear set of expectations around procedural "basics" for administration, committees, and Council

Openness & Responsiveness: Inform and engage the community

- Support continued improvement of communication to residents
- Foster volunteerism that is inclusive, connected and collaborative, including support for the successful recruitment, orientation and recognition of volunteers
- ~~Actively communicate and collaborate~~ Enhance communication with schools, community organizations, local businesses, county officials, and neighboring communities to foster strong relationships

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

- Identify opportunities for expanded shared services and revisit existing arrangements to evaluate satisfaction with services and fiscal savings
- Complete review of Resident Survey findings and address service issues identified in the survey
- Support the successful on-time, on-budget completion of all approved capital projects, including new facilities at Island Beach and Birchwood Lake
- 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

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
- Develop a deeper understanding of issues regarding the Borough's water supply
- Support economic development initiatives that increase commercial rates and are a benefit to the community
- ~~Provide oversight and support for the successful implementation of the Borough's Affordable Housing Plan once it is approved by the Court~~
- Continue to monitor Affordable Housing issues and progress on the Borough's Affordable Housing Plan



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

400 Boulevard
Mountain Lakes, NJ 07046
P -973-334-3131 ext .2006
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 Borough Council meeting of February 12, 2018.

Sewer Utility – Sewer adjustment fee billing has been completed and mailed.

2018 Budget – Our CFO and I met with the Financial Advisory Committee regarding the annual budget. Work continues to bring in a fiscally responsible budget. We will be meeting with the FAC again later this month to continue our efforts. Introduction and adoption are still expected on time.

Beach Projects – Several value-engineering sessions have been conducted with committee members and a meeting was held this past week with the project architect. There were enough significant changes to the plan that new sketches (not complete plans) needed to be drawn and shown to the committee. If the committee cannot coalesce around the changes that were recommended, Borough Council will need to consider removing the project from the committee stage and turning it over to borough personnel for completion, submission to Borough Council for review. Failing to move forward fairly quickly will cost us the opportunity to send the project out for rebid this spring, and hopefully, starting work later this year.

Borough Hall Renovation Project – All but one of the architect firms selected for presentations and interviews have completed the process. While waiting for the final presentation / interview, the committee is reviewing information gathered during the process. Once the final candidate completes the process, the Committee will choose three finalists and provide follow up questions. The committee is working to select an architect from the final three candidates, however, they have not ruled out a second round of interviews.

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

All action items from the Borough Council meeting of January 22, 2018 have been completed and are listed below:

- **Provide legal dates regarding budget.**
 - Budget Introduction - March 16th
 - Budget Adoption - April 20th
- **Review issues pulled from meeting agenda.**
 - R 55-18 - Budget Transfer – Our CFO has spoken with Councilman Happer to clarify any issues.
 - R 58-18 - Dental Benefits Consulting – Reviewed, recommended for approval.
 - R59-18 - Planner Proposal – Reviewed, recommended for approval.
 - R60-18 - Health Services Inter-local Agreement – Reviewed, recommended for approval.
 - R61-18 - Phoenix Advisors - Disclosure Agent – Reviewed, recommended for approval.
 - R62-18 - Madison IT Inter-local Agreement – Reviewed, recommended for approval.

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


Mitchell

**RESOLUTION AND ORDINANCE REVIEW FOR THE FEBRUARY 12, 2018
MEETING**

TO: MAYOR AND COUNCIL

FROM: VALERIE A. EGAN, MUNICIPAL CLERK

CC: MANAGER MITCHELL STERN, ATTORNEY ROBERT OOSTDYK

The following are the resolutions and ordinances on the agenda for February 12, 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.

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. It has been reviewed and approved by the Borough Manager and the Municipal Attorney.

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. It has been reviewed and approved by the Borough Manager and the Municipal Attorney.

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. It has been approved by the Borough Manager and the Municipal Attorney.

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. It has been reviewed and approved by the Borough Manager and the Municipal Attorney.

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. It has been reviewed and approved by the Borough Manager and the Municipal Attorney.

R64-18 – Authorizing a Redemption of a Municipal Tax Lien – this resolution authorizes a tax lien redemption refund in the amount of \$140,743.16 for 41 Melrose Rd. which went to tax sale in 2016 for tax and/or water and sewer charges that have subsequently been paid.

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 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:			AMOUNT
ACCOUNT NO.	DESCRIPTION		
SALARY & WAGES:			
01-203-22-195	UNIFORM CONSTRUCTION CODE		3,000.00
01-203-28-370	RECREATION		12,890.00
OTHER EXPENSES:			
01-203-20-120	MUNICIPAL CLERK		6,000.00
01-203-26-290	STREETS & ROADS		12,000.00
01-203-23-210	LIABILITY INSURANCE		14,000.00
	TOTAL		<u>\$47,890.00</u>

TO:			AMOUNT
ACCOUNT NO.	DESCRIPTION		
SALARY & WAGES:			
01-203-25-240	POLICE		17,000.00
01-203-26-290	STREETS & ROADS		3,500.00
OTHER EXPENSES:			
01-203-36-476	LOSAP		700.00
01-203-27-340	DOG REGULATION-OTHER EXPENSES		19,440.00
01-203-20-140	COMPUTER SERVICES		250.00
01-203-20-165	ENGINEERING SERVICES		7,000.00
	TOTAL		<u>\$,47,890.00</u>

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on February 12, 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

Recreation S&W

Some positions were funded by the summer recreation programs, therefore leaving excess in this account. \$12,890

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 several line items in the streets & roads other expense budget excluding snow removal. \$12,000

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. \$19,440

COMPUTER SERVICES O/E

The amount billed slightly exceeded the budgeted amount. \$250

ENGINEERING O/E

The engineering budget was over because there was not enough money budgeted in the capital ordinance for the DEP permits for the beach projects, the Sunset Lake Dam project and the design of Pocono and Midvale Roads. \$7,000

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 February 12, 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: North Jersey Municipal Employee Benefits Fund - Dental

Financial Impact:

Item	Applicability	Standard	Verified	Reviewer
Affirmative Action	Goods and Services; Professional Services	Employee information report provided	n/a	vae
Business Registration	Goods and Services; Professional Services	Copy of Registration provided	✓	vae
Attorney Review	All Contracts	Confirmation that the agreement has been reviewed by the Borough Attorney	✓	vae
Confidentiality	Professional Services; Goods and Services	Provisions when appropriate included in the contract	n/a	vae
Corporate Disclosure	Goods and Services; 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	Vendor 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.	✓	vae
Political Contribution Disclosure	Professional Services	Disclosure language in contract; form completed	n/a	vae
Payment Terms	All Contracts	Do standard payment terms apply?	✓	vae
Professional Appointment	Professional Services	Has a resolution of appointment been adopted	2/2/18	vae
Qualifications	Professional Services	Proof of professional licenses/certifications	n/a	vae
Renewal	Professional Services; 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.	✓	vae
Termination	All Contracts	Right to terminate included when appropriate	✓	vae
Financial	All contracts	Has the economic impact of the transaction been evaluated?	✓	vae

Date: 2/8/2018

Val Egan

From: Mitchell Stern
Sent: Thursday, February 08, 2018 3:16 PM
To: Lauren Barnett; William Barrett; Dan Happer; Peter Holmberg; Janet Horst; Cynthia Korman; David Shepherd
Cc: Val Egan
Subject: Professional Svc. Contract - Employee Dental Benefits Program Manager (Vozza Agency)

Mayor & Council,

With reference to the professional contract for employee dental benefits program manager (Vozza Agency), my findings are as follows:

Contract Terms – The proposed contract is for a one year term. The requirement for a program manager comes from the Municipal Employees Benefit Fund, and although each member of the MEBF has the ability to contract with the consultant of their own choosing, an MEBF review of the program manager RFP / RFQ finds it impractical for each member community to bid for the manager. As such, the fees are set by the MEBF, and the amount falls under the requirement for public bidding.

In light of the above information, I recommend that this contract be renewed.

Should you have any questions, concerns or comments about this issue, please use your “reply” option, and not your “reply all”.

Respectfully,

Mitchell

Mitchell Stern, MPA, CPM
Borough Manager
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, New Jersey 07046
P: (973) 334-3131, ext: 2006
F: (973) 402-3466

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 1st 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 Voza 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 Voza Agency as necessitated by such changes.

- L. Promptly communicate to The Voza 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 Voza 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 Voza 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 Voza 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 Voza 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 Voza 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 CSI.
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: Susan Marie Krutz
NOTARY PUBLIC OF BERGEN COUNTY,
NEW JERSEY. MY COMMISSION
EXPIRES 11/03/2020.

The Vozza Agency Inc.

Signature: [Signature]

Print Name: David J. Vozza

Date: 4/1/16

Attest: [Signature]

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

Mountain Lakes Borough

Delta Dental

Plan Name: Delta Dental (Mountain Lakes Borough)

Status	Medicare Eligibility	CURRENT CENSUS							CURRENT RATES FY2017							PROPOSED RATES FY2018							Current Rates Annual Assessment	Proposed Rates Annual Assessment			
		Single		P/C		H/W		Family		EE+1		EE+2 or 2		Single		P/C		H/W		Family		EE+1			EE+2 or 2		
		10	3	4	10	0	0	60	102	102	173	0	0	58	98	98	167	0	0								
Active	None	0	0	0	0	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						
																	Increase/Decrease \$										
																	Increase/Decrease %										
																	-3.55%										
MEMBER Grand Total Census and Assessment:		10	3	4	10	0	0													\$36,528	\$35,232						
																	Increase/Decrease \$										
																	Increase/Decrease %										
																	-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 February 12, 2018.

Valerie A. Egan, Municipal Clerk

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

Val Egan

From: Mitchell Stern
Sent: Thursday, February 08, 2018 2:42 PM
To: Lauren Barnett; William Barrett; Dan Happer; Peter Holmberg; Janet Horst; Cynthia Korman; David Shepherd
Cc: Val Egan
Subject: Professional Svc. Contract - Phillips Grygiel (Planner)

Mayor & Council,

With reference to the professional contract for Borough Planner, my findings are as follows:

Contract Terms – The proposed contract is for a one year term, the same as previous years. The contract reflects a rate increase of 3.3% over last year. On the surface, the increase is significant, however, when viewed against the rates charged in previous years, averaged out, the rate increase is reasonable.

Below are the rates charged for the past several years:

2018 - \$155.
2017 - \$150.
2016 - \$150.
2015 - \$145.
2014 - \$140.
2013 - \$140.
2012 - \$140.

Phillips Grygiel has performed well for the Borough, and as such, I recommend that this contract be renewed.

Should you have any questions, concerns or comments about this issue, please use your "reply" option, and not your "reply all".

Respectfully,

Mitchell

Mitchell Stern, MPA, CPM
Borough Manager
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, New Jersey 07046
P: (973) 334-3131, ext: 2006
F: (973) 402-3466

Borough of Mountain Lakes
Contract Review Checklist

Vendor/Professional: Phillips Press, Grygier - Planner

Financial Impact:

Item	Applicability	Standard	Verified	Reviewer
Affirmative Action	Goods and Services; Professional Services	Employee information report provided	✓	VAE
Business Registration	Goods and Services; Professional Services	Copy of Registration provided	✓	VAE
Attorney Review	All Contracts	Confirmation that the agreement has been reviewed by the Borough Attorney	✓	VAE
Confidentiality	Professional Services; Goods and Services	Provisions when appropriate included in the contract	NA	VAE
Corporate Disclosure	Goods and Services; 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	NA	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?	NA	VAE
Professional Appointment	Professional Services	Has a resolution of appointment been adopted	1/22/18	VAE
Qualifications	Professional Services	Proof of professional licenses/certifications	✓	VAE
Renewal	Professional Services; Goods and services	Provision concerning renewal included where appropriate	NA	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?	1/3.2%	VAE

Date: 2/8/18

**PHILLIPS PREISS GRYGIEL LLC
PROFESSIONAL SERVICES CONTRACT
BOROUGH OF MOUNTAIN LAKES
BOROUGH PLANNER**

Client: Borough of Mountain Lakes
Project: Borough Planner
Duration: January 01, 2018 through December 31, 2018

The terms and conditions which govern the performance of services pursuant to this Agreement are set forth below:

1. **Scope of Services.** PPG will provide ongoing Consulting Services to the Borough of Mountain Lakes' Mayor and Council on an as-needed basis, which may include, but not be limited to zoning, planning and housing analyses that may be authorized by the Mayor and Council.
2. **Reimbursable Expenses.** The Client shall pay PPG for reimbursable expenses, including printing and reproduction (except as noted in paragraph 3), courier and express delivery services, bulk/special mailings, and travel expenses, including and meals, for work involving travel to places more than one hundred (100) miles from PPG's office in Hoboken, New Jersey.
3. **Non-Reimbursable Expenses.** The Client shall not be billed for the following ordinary administration and overhead: clerical and bookkeeping time related to the project, all telephone and facsimile costs, costs of reproduction of up to ten (10) copies of no more than one (1) draft and one (1) final copy of project memorandums or reports, and travel expenses involving travel to places less than one hundred (100) miles from PPG's office in Hoboken, New Jersey.
4. **Invoices.** Invoices shall be sent on a monthly basis starting from the date of execution of the agreement or the date upon which work is initiated on the project, whichever is sooner. Invoices will be submitted to the Client normally by the middle of the month following the month in which the services were rendered. Invoices will include a list of the personnel who furnished services, their billing rates (as specified in paragraph 10) and the number of hours they worked on the assignment. An invoice shall be considered PAST DUE if the invoice is not paid within sixty (60) days from the date of the invoice.
5. **Suspension of Services by PPG.** If the Client fails to make payments when due or otherwise is in breach of this Agreement, PPG may suspend performance five(5) days from the date of providing notice to the Client. PPG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension. Following suspension of services for failure to make payment, work on the project shall only be resumed when all invoices have been brought fully to date, including all charges for late payment (including interest), has been replaced.
6. **Client's Request for Cessation of Work.** The Client may, at any time, request in writing that work

on the project be terminated. At such time the Client will be billed for all work performed by PPG up to the time such notification is received at the office of PPG.

7. **Hourly Billing Rates for PPG Staff.** The following shall be the hourly billing rates for PPG staff:

<u>Staff person / Title</u>	<u>Hourly Rate</u>
Paul Phillips, Managing Principal	\$155
Richard Preiss, Principal	\$155
Paul Grygiel, Principal	\$155
Elizabeth Leheny, Principal	\$155
Keenan Hughes, Principal	\$155
Michael Jovishoff, Sr. Associate	\$140
Senior Urban Designer	\$135
Kathleen Thielman, Senior Planner	\$110
Steven Martini, Senior Planner	\$110
Kate Keller, Planner	\$110
Elizabeth Jordan, Director of Graphics	\$105

3.3 %
- 3.7 %
3.8 %
4.76 %
- 5 %

8. **Indemnification.** PPG agrees, subject to the provisions herein, to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused solely by PPG's negligent acts, errors or omissions in the performance of professional services under this Agreement. The Client agrees to indemnify and hold PPG harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent or intentional acts, errors or omissions and those of his or her employees, agents, contractors, subcontractors or subcontractors
9. **Limitation of Liability.** Client and PPG recognize and agree that PPG's liability for any and all claims Or actions, regardless of how arising, shall be limited to the total sum of PPG's fee for services rendered on this project. Client hereby releases PPG from any liability above such amount. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty. In no event shall PPG be liable for any incidental, indirect or consequential damages, including commercial loss, or lost profits resulting from any service furnished under this Agreement.
10. **Ownership and Reuse of Documents.** The Client grants to PPG a non-exclusive, non-assignable and non-transferable license to reproduce distribute and display the documents for PPG to promote and provide information regarding its services, as it may deem appropriate. Bothe the Client and PPG agree that none of the services or documents provided by PPG are copyright by the Client, PPG or any other party.
11. **Governing Law-Forum Selection.** The laws of the State of New Jersey, County of Morris will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the Courts of New Jersey, County of Morris.

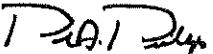
12. **Entire Agreement-Amendments.** This Agreement comprises the final and complete Agreement between the Client and PPG. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel, and is satisfied with the terms and conditions contained herein and has authority to enter into this Agreement. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and PPG.
13. **Insurance.** PPG shall secure Worker's Compensation Insurance for the benefit of, and keep insured during the life of this agreement, such employees as are necessary to be insured in compliance with the provisions of the Worker's Compensation requirements. PPG shall secure policies in force during the life of this agreement. Said policies of insurance shall protect against liability arising from errors and omission, general liability and automobile liability in the performance of this agreement in the sum of at least \$1,000,000 (one million dollars) each. The Borough of Mountain Lakes shall be named as additional insured on said policies.

PPG shall furnish a certified copy of said policies to the Borough at the time of execution of this agreement.

This Agreement is duly signed and executed this 3rd day of January, 2018:

For PPG LLC:

For the Borough of Mountain Lakes



Paul Phillips
Managing Principal

Name
Title _____

**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.

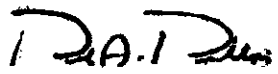
The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent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

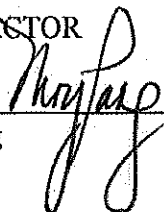


Paul Phillips
(SEAL)

Date 1/18/2018

By: _____

ATTEST:
CONTRACTOR



Moy Pang
Date 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

TRADE NAME:

ADDRESS:

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

SEQUENCE NUMBER:

1545601

EFFECTIVE DATE:

ISSUANCE DATE:

02/02/11

02/17/11



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 rd 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 th 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: *Paul Phillips*

Title: Managing Principal

Printed Name of Affiant: Paul Phillips

Date: 12/12/2017

Subscribed and sworn before me this 12th day of December, 2017

My Commission expires: 4/20/20

Michael Jovishoff
(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.

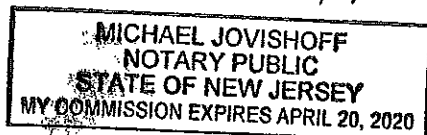
I further warrant that no person or selling agency has been employed or retained  
to solicit or secure such contract upon an agreement or understanding for a commission,  
percentage, brokerage or contingent fee, except bona fide employees or bona fide  
established commercial or selling agencies maintained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

Signed: X PA. Phillips

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

Michael Jovishoff  
Notary Public of

My commission expires 4/20/20, 20  .



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

**RESOLUTION 60-18**

**“RESOLUTION AUTHORIZING A FIVE 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 February 12, 2018.

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

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

## Val Egan

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**From:** Mitchell Stern  
**Sent:** Thursday, February 08, 2018 11:19 AM  
**To:** Val Egan  
**Subject:** Fw: Health Service Agreement  
**Attachments:** Mitchell Stern.vcf

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**From:** Mitchell Stern  
**Sent:** Tuesday, January 23, 2018 11:30 AM  
**To:** Lauren Barnett - Mountain Lakes ([lbarnett@mtnlakes.org](mailto:lbarnett@mtnlakes.org)); William Barrett; 'Daniel Happer' ([DHapper@mtnlakes.org](mailto:DHapper@mtnlakes.org)); Peter Holmberg; 'Janet Horst' ([jhorst@mtnlakes.org](mailto:jhorst@mtnlakes.org)); 'Cynthia Korman' ([ckorman@mtnlakes.org](mailto:ckorman@mtnlakes.org)); David Shepherd - Mountain Lakes ([dshepherd@mtnlakes.org](mailto:dshepherd@mtnlakes.org))  
**Subject:** Health Service Agreement

With reference to the interlocal agreement for health services with the Township of Bloomfield, my findings are as follows:

Contract Terms – The proposed contract calls for a five year term, versus the three year term of the previous contract. I'm not sure why the length changed, however the longer term allows for continued stability in pricing for an additional two years. Budget appropriations / expenditures reflect that the contract remained flat at \$25,000 per year for the past few years. The new contract calls for a 1.7% increase over 2017, and incrementally to \$26,984 in the final year of the contract, for a total of 6.14% over the five year life of the contract.

Having heard no complaints about the contract and listening to Councilman Happer praise the responsiveness and professionalism of the provider, I would recommend that the contract be signed and services continue with the Township of Bloomfield for Health Services. Should our circumstances change or the service of the provider become substandard, we can cancel the agreement with 90 days notice.

Should you have any questions, concerns or comments about this issue, please use your "reply" option, and not your "reply all".

Respectfully,

Mitchell

**Borough of Mountain Lakes**  
**Contract Review Checklist**

Vendor/Professional: Bloomfield Health Services

Financial Impact:

| Item                              | Applicability                                | Standard                                                                                                  | Verified | Reviewer |
|-----------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------------|----------|----------|
| Affirmative Action                | Goods and Services;<br>Professional Services | Employee information report provided                                                                      | na       | VAE      |
| Business Registration             | Goods and Services;<br>Professional Services | Copy of Registration provided                                                                             | na       | VAE      |
| Attorney Review                   | All Contracts                                | Confirmation that the agreement has been reviewed by the Borough Attorney                                 | ✓        | VAE      |
| Confidentiality                   | Professional Services;<br>Goods and Services | Provisions when appropriate included in the contract                                                      | ✓        | VAE      |
| Corporate Disclosure              | Goods and Services;<br>Professional Services | Disclosure affidavit provided.                                                                            | na       | 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                                                          | na       | 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                                                                   | na       | 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                                                           | na       | VAE      |
| Payment Terms                     | All Contracts                                | Do standard payment terms apply?                                                                          | ✓        | VAE      |
| Professional Appointment          | Professional Services                        | Has a resolution of appointment been adopted                                                              | 2/12/18  | VAE      |
| Qualifications                    | Professional Services                        | Proof of professional licenses/certifications                                                             | ✓        | VAE      |
| Renewal                           | Professional Services;<br>Goods and services | Provision concerning renewal included where appropriate                                                   | ✓        | VAE      |
| Term                              | All Contracts                                | One year term for professional services, two years for goods and services, or <u>Statutory exception.</u> | ✓        | VAE      |
| Termination                       | All Contracts                                | Right to terminate included when appropriate                                                              | ✓        | VAE      |
| Financial                         | All contracts                                | Has the economic impact of the transaction been evaluated?                                                | ✓        | VAE      |

Date: 2/8/2018

**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.

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 February 12, 2018.

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

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

**Val Egan**

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**From:** Mitchell Stern  
**Sent:** Thursday, February 08, 2018 2:15 PM  
**To:** Val Egan  
**Subject:** Fw: Professional Svc. Contract - Continuing Disclosure Agent

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**From:** Lauren Barnett  
**Sent:** Tuesday, January 23, 2018 5:07 PM  
**To:** Mitchell Stern  
**Subject:** RE: Professional Svc. Contract - Continuing Disclosure Agent

Thank you, Mitchell

Lauren Barnett  
Mayor, Borough of Mountain Lakes

**From:** Mitchell Stern  
**Sent:** Tuesday, January 23, 2018 1:55 PM  
**To:** Lauren Barnett <[lbarnett@mtnlakes.org](mailto:lbarnett@mtnlakes.org)>; William Barrett <[wbarrett@mtnlakes.org](mailto:wbarrett@mtnlakes.org)>; Dan Happer <[dhapper@mtnlakes.org](mailto:dhapper@mtnlakes.org)>; Peter Holmberg <[pholmberg@mtnlakes.org](mailto:pholmberg@mtnlakes.org)>; Janet Horst <[jhorst@mtnlakes.org](mailto:jhorst@mtnlakes.org)>; Cynthia Korman <[ckorman@mtnlakes.org](mailto:ckorman@mtnlakes.org)>; David Shepherd <[dshepherd@mtnlakes.org](mailto:dshepherd@mtnlakes.org)>  
**Subject:** Professional Svc. Contract - Continuing Disclosure Agent

With reference to the professional contract for Continuing Disclosure Agent Services, my findings are as follows:

Contract Terms – The proposed contract is for a one year term, the same as last year. The contract reflects no rate increase for the past several years (\$950 base charge for up to three outstanding issues and \$100 per filing above the three), and the contract document appears to be substantially the same as the 2017 version. My understanding is that our Borough auditors are in support of this contract, and accordingly, I recommend that the Borough enter into this agreement.

Should you have any questions, concerns or comments about this issue, please use your “reply” option, and not your “reply all”.

Respectfully,

Mitchell

**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                          | ✓        | 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.                                                                     | ✓        | 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                                                            | 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                                                       | 1/22/18  | 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 Municip |

# Phoenix Advisors, LLC



2009 Ref General Improvement Bonds

Fiscal Year: 12/31

Cusip: 624199

Dated Date: 09/30/2009

First Call Date:

Date Called:

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

| Relator 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.

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<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</u></b><br><b><u>Force</u></b> | <b><u>Employed</u></b><br><b><u>Labor Force</u></b> | <b><u>Total</u></b><br><b><u>Unemployed</u></b> | <b><u>Unemployment</u></b><br><b><u>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 Corporation                | 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 | 2,718,300                 | 0.23%                     |
| <b>Total</b>                      | <b><u>57,261,200</u></b>  | <b><u>4.80%</u></b>       |

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.

|                    |                         | <b>Local</b>         |                      | <b>Total</b>        |
|--------------------|-------------------------|----------------------|----------------------|---------------------|
| <b><u>Year</u></b> | <b><u>Municipal</u></b> | <b><u>School</u></b> | <b><u>County</u></b> | <b><u>Taxes</u></b> |
| 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**

|                    | <b>Aggregate Assessed</b>   | <b>Aggregate True</b>       | <b>Ratio of</b>          | <b>Assessed</b>                 | <b>Equalized</b> |
|--------------------|-----------------------------|-----------------------------|--------------------------|---------------------------------|------------------|
|                    | <b>Valuation of</b>         | <b>Value of</b>             | <b>Assessed to</b>       | <b>Value of</b>                 | <b>Valuation</b> |
| <b><u>Year</u></b> | <b><u>Real Property</u></b> | <b><u>Real Property</u></b> | <b><u>True Value</u></b> | <b><u>Personal Property</u></b> |                  |
| 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.

| <b><u>Year</u></b> | <b><u>Vacant Land</u></b> | <b><u>Residential</u></b> | <b><u>Farm</u></b> | <b><u>Commercial</u></b> | <b><u>Industrial</u></b> | <b><u>Apartments</u></b> | <b><u>Total</u></b> |
|--------------------|---------------------------|---------------------------|--------------------|--------------------------|--------------------------|--------------------------|---------------------|
| 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**

| <b><u>Anticipated Revenues</u></b>                              | <b><u>2013</u></b> | <b><u>2014</u></b> | <b><u>2015</u></b> | <b><u>2016</u></b> | <b><u>2017</u></b> |
|-----------------------------------------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| 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<br>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> |
| <b><u>Appropriations</u></b>                                    |                    |                    |                    |                    |                    |
| 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<br>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.

| <b><u>Year</u></b> | <b><u>Fund Balance - Current Fund</u></b>    |                                                                      |
|--------------------|----------------------------------------------|----------------------------------------------------------------------|
|                    | <b><u>Balance</u></b><br><b><u>12/31</u></b> | <b><u>Utilized in Budget</u></b><br><b><u>of Succeeding Year</u></b> |
| 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

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<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 February 12, 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 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                          | ✓                | vae      |
| Confidentiality                   | Professional Services;<br>Goods and Services | Provisions when appropriate included in the contract                                               | <del>n/a</del>   | 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                                 | <del>n/a</del> ✓ | 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                                                            | n/a              | 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                                                    | 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                                                       | 2/2/18           | 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. | ✓                | vae      |
| Termination                       | All Contracts                                | Right to terminate included when appropriate                                                       | ✓                | vae      |
| Financial                         | All contracts                                | Has the economic impact of the transaction been evaluated?                                         | ✓                | vae      |

Date: 2/8/2018

## Val Egan

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**From:** Mitchell Stern  
**Sent:** Thursday, February 08, 2018 11:19 AM  
**To:** Val Egan  
**Subject:** Fw: Madison IT Shared Service Agreement  
**Attachments:** Mitchell Stern.vcf

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**From:** Mitchell Stern  
**Sent:** Tuesday, January 23, 2018 12:12 PM  
**To:** Lauren Barnett - Mountain Lakes ([lbarnett@mtnlakes.org](mailto:lbarnett@mtnlakes.org)); William Barrett; 'Daniel Happer' ([DHapper@mtnlakes.org](mailto:DHapper@mtnlakes.org)); Peter Holmberg; 'Janet Horst' ([jhorst@mtnlakes.org](mailto:jhorst@mtnlakes.org)); 'Cynthia Korman' ([ckorman@mtnlakes.org](mailto:ckorman@mtnlakes.org)); David Shepherd - Mountain Lakes ([dshepherd@mtnlakes.org](mailto:dshepherd@mtnlakes.org))  
**Subject:** Madison IT Shared Service Agreement

In reference to the shared service agreement with the Borough of Madison to provide IT Services, my findings are as follows:

Contract Terms – The proposed contract calls for a one year term, identical to the previous contract. Budget appropriations / expenditures reflect that we have spent approximately \$13,000 for 2017 (this number could go up a little since we have not yet received December's invoice ). The new contract calls for a 1.92% increase in rates over 2017.

The agreement calls for a base contract price of \$530 per month. The base contract price allows Mountain Lakes to contact IT support throughout the month to answer questions and resolve simple issues that take under 15 minutes for a flat rate. Anything longer than 15 minutes is then billed as per agreement pricing. My experience as it relates to IT service contracts is that the rates set by Madison are well below industry standard rates (usually in the \$115 to \$130 range), and most vendors charging in 30 minute intervals.

Although I have heard complaints about the provider from the police department, my experience in the short time here is that the provider has been cooperative, knowledgeable, and willing to assist. Out of fairness to all parties, prior to my arrival, there was tension between the Manager and Police Chief, and I am sure that this did not help to resolve any complaints brought forth by the police department.

At this time, it is my recommendation that we continue the contract, monitor it closely and work on any issues that arise with the police department. Should we not be able to resolve issues, or should the level of service deteriorate, we have the ability to cancel the agreement with 30 days' notice. I also recommend that IT tech support be rebid through an RFP process later in the year if for no other reason to review our options for this need.

Should you have any questions, concerns or comments about this issue, please use your "reply" option, and not your "reply all".

**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:

**BOROUGH OF MADISON**

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

By:

\_\_\_\_\_  
Robert H. Conley, Mayor

ATTEST:

**BOROUGH OF MOUNTAIN LAKES**

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

By:

\_\_\_\_\_  
Peter Holmberg, Mayor



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

**RESOLUTION 63-18**

**“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 **February 12, 2018** and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

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 February 12, 2018.

\_\_\_\_\_  
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: 02/12/2018 For bills from 01/19/2018 to 02/08/2018

| Check# | Vendor                                     | Description                                  | Payment   | Check Total |
|--------|--------------------------------------------|----------------------------------------------|-----------|-------------|
| 13824  | 124 - A.C. DAUGHTRY, INC.                  | PO 18371 CENTRAL STATION MONITORING - JAN 20 | 60.00     |             |
|        |                                            | PO 18371 CENTRAL STATION MONITORING - JAN 20 | 60.00     |             |
|        |                                            | PO 18371 CENTRAL STATION MONITORING - JAN 20 | 164.70    | 284.70      |
| 13825  | 219 - ACCESS                               | PO 18336 CUST# 156NFY04790 - JAN - MAR 2018  | 1,103.77  | 1,103.77    |
| 13826  | 206 - ALLEN PAPER & SUPPLY CO.             | PO 18118 DPW - DEPARTMENT SUPPLIES           | 473.57    | 473.57      |
| 13827  | 196 - ALLIED OIL COMPANY, LLC              | PO 18366 DPW - UNLEADED FUEL - BLANKET       | 3,512.23  | 3,512.23    |
| 13828  | 102 - ANDERSON & DENZLER ASSOC., INC       | PO 17066 2017 ENGINEERING SERVICES POLLARD R | 3,069.15  |             |
|        |                                            | PO 18384 NOVEMBER 2017 PROFESSIONAL SERVICES | 157.00    |             |
|        |                                            | PO 18384 NOVEMBER 2017 PROFESSIONAL SERVICES | 235.50    |             |
|        |                                            | PO 18384 NOVEMBER 2017 PROFESSIONAL SERVICES | 471.00    |             |
|        |                                            | PO 18385 NOV 2017 ENGINEERING SERVICES POLLA | 10,620.88 |             |
|        |                                            | PO 18386 DECEMBER 2017 PROFESSIONAL SERVICES | 78.50     |             |
|        |                                            | PO 18422 DEC 2017 ENGINEERING SERVICES POLLA | 235.50    | 14,867.53   |
| 13829  | 102 - ANDERSON & DENZLER ASSOC., INC       | PO 18422 DEC 2017 ENGINEERING SERVICES POLLA | 16,220.30 |             |
|        |                                            | PO 18422 DEC 2017 ENGINEERING SERVICES POLLA | 157.00    | 16,377.30   |
| 13830  | 2685 - ASSOCIATION OF NJ RECYCLERS         | PO 18364 DPW - ANJR MEMBERSHIP               | 95.00     | 95.00       |
| 13831  | 220 - ATLANTIC SALT, INC.                  | PO 18253 DPW - SNOW REMOVAL - BLANKET        | 1,429.82  | 1,429.82    |
| 13832  | 372 - BEN SHAFFER RECREATION, INC          | PO 18259 PARKS & RECREATION - GENERAL MAINT  | 156.95    | 156.95      |
| 13833  | 3828 - BOROUGH OF MADISON                  | PO 18331 POLICE DEPT: IT BILLING FOR NOV 201 | 1,807.00  | 1,807.00    |
| 13834  | 3762 - CARTRIDGE WORLD                     | PO 18415 ADMIN: RICOH COPIER                 | 88.99     | 88.99       |
| 13835  | 456 - CHADLER SOLUTIONS, LLC               | PO 18341 2018 VOL FIREARMS INS. ACCIDENT & S | 3,672.00  | 3,672.00    |
| 13836  | 2658 - CHEMSEARCH                          | PO 18300 DPW - VEHICLE REPAIR & MAINTENANCE  | 875.90    | 875.90      |
| 13837  | 2658 - CHEMSEARCH                          | PO 18378 DPW - VEHICLE REPAIR & MAINTENANCE  | 421.35    | 421.35      |
| 13838  | 3184 - CONSTELLATION NEWENERGY, INC        | PO 18455 DEC 2017 - JAN 2018 STREET LIGHTING | 653.75    | 653.75      |
| 13839  | 2396 - COUNTY WELDING SUPPLY CO.           | PO 16906 DPW - EQUIPMENT & TOOLS - BLANKET   | 42.50     | 42.50       |
| 13840  | 568 - DA-LOR SERVICE CO. INC.              | PO 18316 DPW - BUILDING MAINTENANCE          | 864.25    | 864.25      |
| 13841  | 506 - DAN COMO & SONS, INC                 | PO 18250 DPW - LEAF & BRUSH REMOVAL          | 4,560.00  | 4,560.00    |
| 13842  | 3884 - DECOTIIS, FITZPATRICK, COLE & GIBLI | PO 18354 LABOR ATTORNEY - PROFESSIONAL SERVI | 271.77    | 271.77      |
| 13843  | 652 - DOVER BRAKE AND CLUTCH CO. INC       | PO 18380 DPW - VEHICLE REPAIR/MAINTENANCE    | 477.65    | 477.65      |
| 13844  | 657 - DRAEGER, INC.                        | PO 18429 POLICE: Cert Solution               | 85.50     | 85.50       |
| 13845  | 3109 - FERRIERO ENGINEERING, INC           | PO 18292 CLIENT NO: ML100 / PROJECT ID: 12ML | 1,438.76  | 1,438.76    |
| 13846  | 814 - GARDEN STATE HIGHWAY PRODUCTS        | PO 18085 DPW - SIGNS                         | 480.90    | 480.90      |
| 13847  | 2707 - GNOME COMM, LLC                     | PO 18368 DPW - BUILDING MAINTENANCE          | 259.00    | 259.00      |
| 13848  | 3892 - HIGHLAND PRODUCTS GROUP LLC         | PO 18165 BIKE RACKS - THE PARK CATALOG - QUO | 1,511.78  | 1,511.78    |
| 13849  | 924 - HOBIE HEAT & POWER, INC.             | PO 18372 MUNICIPAL BUILDING MAINTENANCE      | 682.08    | 682.08      |
| 13850  | 3817 - IL TORRENTE PIZZA                   | PO 18376 DPW - EMERGENCY MEALS               | 105.24    |             |
|        |                                            | PO 18376 DPW - EMERGENCY MEALS               | 47.75     | 152.99      |
| 13851  | 3825 - INNOVATIVE DOCUMENT IMAGING, LLC    | PO 18149 HPC: MAP DIGITIZATION // CUST# MTLA | 440.00    | 440.00      |
| 13852  | 984 - INTL. INSTITUTE OF MUNICIPAL CLERKS  | PO 18402 CLERK: 2018 ANNUAL MEMBERSHIP       | 260.00    | 260.00      |
| 13853  | 859 - JCP&L                                | PO 18387 MASTER ACCT# 200 000 574 000 / BILL | 68.80     |             |
|        |                                            | PO 18388 MASTER ACCT# 200 000 053 658 / BILL | 2,009.77  |             |
|        |                                            | PO 18389 MAST ACCT# 200 000 054 011/ BILL DA | 1,272.92  | 3,351.49    |
| 13854  | 859 - JCP&L                                | PO 18390 MAST ACCT# 200 000 021 275 / BILL D | 5,431.79  |             |
|        |                                            | PO 18391 ACCT# 100 076 421 971 / BILL PRD: D | 407.29    |             |
|        |                                            | PO 18412 MASTER ACCT# 200 000 020 764: BILL  | 204.44    |             |
|        |                                            | PO 18435 MASTER ACCT# 200 000 569 000 / BILL | 3,164.65  | 9,208.17    |
| 13855  | 859 - JCP&L                                | PO 18439 ACCT# 100 075 505 725 - BILLING PRD | 3.32      |             |
|        |                                            | PO 18456 ACCT# 100 050 702 156 - BILLING PRD | 4.78      | 8.10        |
| 13856  | 1062 - JOHNNY ON THE SPOT, LLC             | PO 18222 CUST ID# 014738 - PORT-A-JOHN RENTA | 92.70     |             |
|        |                                            | PO 18438 DEC 2017/JAN 2018 - CUST ID# 014738 | 107.80    |             |
|        |                                            | PO 18437 JANUARY 2018 - CUST ID# 014738 - PO | 71.90     | 272.40      |
| 13857  | 1074 - JW PIERSON CO.                      | PO 18369 DPW - DIESEL FUEL - 2017            | 2,195.90  | 2,195.90    |
| 13858  | 1363 - M.J. CORIGLIANO                     | PO 18305 DPW - VEHICLE REPAIR                | 175.00    | 175.00      |
| 13859  | 3913 - MARTIN KANE                         | PO 18426 REIMBURSEMENT                       | 64.07     | 64.07       |
| 13860  | 3588 - MCELROY, DEUTSCH, MULVANEY & CARMEN | PO 18414 DEC 2017 PROFESSIONAL SERVICES -GEN | 193.69    | 193.69      |
| 13861  | 1338 - MGL PRINTING SOLUTIONS, LLC         | PO 18294 NON WINDOW ENVELOPES                | 196.50    | 196.50      |
| 13862  | 3886 - MISSION COMMUNICATIONS, LLC         | PO 17940 WATER DEPARTMENT - SERVICE CONTRACT | 3,727.80  | 3,727.80    |
| 13863  | 3797 - MONICA GOSCICKI                     | PO 18405 REIMBURSEMENT: 2018 CMFO LICENSE    | 50.00     | 50.00       |
| 13864  | 3648 - MONMOUTH TELECOM                    | PO 18436 FEB 2018 TELEPHONE SERVICES / ACCT# | 1,528.61  | 1,528.61    |
| 13865  | 3911 - MORRIS COUNTY CHAMBER OF COMMERCE   | PO 18394 STATE OF THE MARKET SEMINAR 2018    | 25.00     | 25.00       |
| 13866  | 3132 - MORRIS COUNTY LEAGUE OF MUNICIPALIT | PO 18383 MORRIS COUNTY LEAGUE DINNER FEBRUAR | 200.00    | 200.00      |
| 13867  | 3386 - MORRIS COUNTY POLICE CHIEF'S ASSOC  | PO 18360 MORRIS COUNTY POLICE CHIEFS ASSOC 2 | 300.00    | 300.00      |
| 13868  | 1266 - MCAAFC                              | PO 18399 2018 CHIEF ALLIANCE DUES            | 25.00     | 25.00       |
| 13869  | 1295 - MORRIS CTY MUNICIPAL UTILITIES      | PO 18373 DPW - SOLID WASTE TIPPING FEES - NO | 10,540.10 |             |

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

Meeting Date: 02/12/2018 For bills from 01/19/2018 to 02/08/2018

| Check# | Vendor                                     | Description                                   | Payment      | Check Total  |
|--------|--------------------------------------------|-----------------------------------------------|--------------|--------------|
|        |                                            | PO 18374 DPW - SOLID WASTE TIPPING FEES - DE  | 9,516.35     | 20,056.45    |
| 13870  | 3363 - MOUNTAIN LAKES BOARD OF EDUCATION   | PO 18406 ML BORO VOLUNTEER NIGHT              | 436.68       | 436.68       |
| 13871  | 1371 - MTN. LAKES BOARD OF EDUCATION       | PO 18432 FEBRUARY 2018 MTN LAKES SCHOOL DIST  | 1,863,978.74 | 1,863,978.74 |
| 13872  | 881 - NCX                                  | PO 18321 BLANKET: 2018 DNS HOSTING / ACCT# G  | 19.95        | 19.95        |
| 13873  | 3914 - NEW JERSEY CONFERENCE OF MAYORS     | PO 18442 2018 MAYORS WINTER SUMMIT            | 125.00       | 125.00       |
| 13874  | 1553 - NEW JERSEY NATURAL GAS              | PO 18420 DEC 6 & 8, 2017 TO JAN 11 & 12 2018  | 3,125.47     | 3,125.47     |
| 13875  | 2745 - STATE OF NEW JERSEY                 | PO 18396 INTEREST: QTR3/2017                  | 6.51         | 6.51         |
| 13876  | 1534 - TREASURER, STATE OF NJ              | PO 18307 WATER DEPARTMENT - FEES/PERMITS/DUE  | 4,485.00     | 4,485.00     |
| 13877  | 3772 - DCRP                                | PO 18460 PLAN# 316149 - DCRP PREMIUM 1/01/18  | 278.72       | 278.72       |
| 13878  | 1554 - NJ PLANNING OFFICIALS, INC.         | PO 18281 PLANNING & ZONING: 2018 MANDATORY T  | 119.00       | 119.00       |
| 13879  | 2884 - TREASURER, STATE OF NJ              | PO 18395 2018 - MUNICIPAL BLDG- REG. #1425-0  | 182.00       | 182.00       |
| 13880  | 1562 - NJLM                                | PO 18190 BUDGETING FOR ELECTED OFFICIALS: FE  | 150.00       | 150.00       |
| 13881  | 2595 - NORTH JERSEY MUNICIPAL EMPLOYEE     | PO 18434 JANUARY 2018 DENTAL PREMIUMS - GROU  | 2,936.00     | 2,936.00     |
| 13882  | 2676 - NORTH JERSEY COPY                   | PO 18440 WATER/SEWER ADDITIONAL BILLING LETTE | 63.50        |              |
|        |                                            | PO 18440 WATER/SEWER ADDITIONAL BILLING LETTE | 63.50        | 127.00       |
| 13883  | 2968 - OPTIMUM (DPW)                       | PO 18457 FEB 2018 DPW: ACCT# 07876-414565-01  | 10.67        | 10.67        |
| 13884  | 2968 - OPTIMUM (DPW)                       | PO 18458 FEB 2018 DPW INTERNET SERVICES ACCT  | 110.55       | 110.55       |
| 13885  | 3888 - PLANET TECHNOLOGIES, INC            | PO 18201 OFFICE 2016 LICENSES - QUOTE# 1      | 179.08       | 179.08       |
| 13886  | 1714 - POWER PLACE, INC.                   | PO 18311 DPW - EQUIPMENT REPAIR               | 6.57         | 6.57         |
| 13887  | 1734 - READYREFRESH BY NESTLE              | PO 18419 ACCT# 0016496903 - 12/13 /17 to 1/1  | 97.76        | 97.76        |
| 13888  | 2397 - ROCKAWAY AUTO RESOURCES, LLC        | PO 18302 DPW - VEHICLE REPAIR & MAINTENANCE   | 1,943.13     | 1,943.13     |
| 13889  | 3330 - RUTGERS CENTER FOR GOV'T STUDIES    | PO 18334 PRINCIPALS OF FINANCIAL MANAGMENT C  | 879.00       | 879.00       |
| 13890  | 1878 - SENECA TREE SERVICE, INC.           | PO 18312 Emergency Tree Removal - 30 Laurel   | 700.00       |              |
|        |                                            | PO 18313 DPW - EMERGENCY TREE REMOVAL         | 350.00       | 1,050.00     |
| 13891  | 1937 - SPECTRUM COMMUNICATIONS             | PO 18428 POLICE: RADIO REPAIRS                | 250.00       | 250.00       |
| 13892  | 2774 - STAPLES BUSINESS ADVANTAGE          | PO 18319 MULTI DEPT. ORDER# 7190288904        | 526.99       | 526.99       |
| 13893  | 2774 - STAPLES BUSINESS ADVANTAGE          | PO 18346 CLERK: ORDER# 7189951865 - FOR PO#   | 165.77       | 165.77       |
| 13894  | 1981 - SUBURBAN DISPOSAL, INC              | PO 18365 DPW - SOLID WASTE COLLECTION - JAN   | 24,083.33    | 24,083.33    |
| 13895  | 3157 - TCTA MEMBERSHIP SERVICES            | PO 18425 FINANCE: 2018 MEMBERSHIP DUES        | 100.00       | 100.00       |
| 13896  | 1692 - THE PLAZA RESTAURANT                | PO 18251 DPW - EMERGENCY MEALS                | 139.47       |              |
|        |                                            | PO 18377 DPW - EMERGENCY MEALS                | 140.35       | 279.82       |
| 13897  | 2037 - TJ'S SPORTWIDE TROPHY & AWARDS, INC | PO 18271 COUNCIL: SALES ORDER# 286640         | 26.25        |              |
|        |                                            | PO 18400 PLANNING/BOA - PLATE SIGNS - QUOTE#  | 56.00        | 82.25        |
| 13898  | 2081 - TRI-STATE WATER MAIN TAPS, INC.     | PO 18249 WATER DEPARTMENT - LINE/PUMP/REPAIR  | 150.00       | 150.00       |
| 13899  | 189 - TRUE VALUE HARDWARE                  | PO 18303 DPW - STREETS & ROADS - BLANKET      | 843.88       | 843.88       |
| 13900  | 2536 - UNUM LIFE INSURANCE COMPANY         | PO 18401 FEB 2018 STD/LTD / LIFE INSURANCE    | 2,772.87     | 2,772.87     |
| 13901  | 2749 - VERIZON                             | PO 18392 2018 INTERNET SVC: A/C# 853-478-043  | 32.94        |              |
|        |                                            | PO 18392 2018 INTERNET SVC: A/C# 853-478-043  | 32.94        |              |
|        |                                            | PO 18392 2018 INTERNET SVC: A/C# 853-478-043  | 46.11        | 111.99       |
| 13902  | 2161 - WELDON ASPHALT, INC.                | PO 18379 DPW - POTHOLE REAPIRS                | 435.50       | 435.50       |
| 13903  | 2182 - WEST CHESTER MACHINERY & SUPPLY CO. | PO 18040 DPW - EQUIPMENT REPAIR               | 1,890.00     | 1,890.00     |
| 13904  | 2194 - WHIPPANY RIVER WATERSHED            | PO 18417 2018 MEMBERSHIP DUES                 | 1,200.00     | 1,200.00     |
| 13905  | 2239 - ZERIS BROTHERS, INC.                | PO 18330 2018 COUNCIL RE-ORG RECEPTION        | 500.00       | 500.00       |
| TOTAL  |                                            |                                               |              | 2,012,564.45 |

## Summary By Account

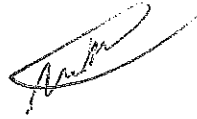
| ACCOUNT           | DESCRIPTION                    | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|-------------------|--------------------------------|------------|--------------|---------------|--------|
| 01-201-20-100-020 | GENERAL ADMIN - OTHER EXPENSE  | 3,118.27   |              |               |        |
| 01-201-20-110-020 | MAYOR & COUNCIL - OTHER EXP'S  | 164.07     |              |               |        |
| 01-201-20-120-020 | MUNICIPAL CLERK - OTHER EXP'S  | 475.77     |              |               |        |
| 01-201-20-130-020 | FINANCE - OTHER EXPENSES       | 1,050.57   |              |               |        |
| 01-201-20-140-020 | COMPUTER SERVICES              | 76.73      |              |               |        |
| 01-201-20-155-020 | LEGAL SERVICES - OTHER EXPENSE | 271.77     |              |               |        |
| 01-201-21-180-020 | PLANNING BOARD - OTHER EXPENSE | 161.00     |              |               |        |
| 01-201-21-185-020 | BD OF ADJUST - OTHER EXPENSES  | 14.00      |              |               |        |
| 01-201-23-210-020 | INSURANCE - LIABILITY          | 3,672.00   |              |               |        |
| 01-201-23-220-020 | GROUP INSURANCE PLANS-EMPLOYEE | 5,708.87   |              |               |        |
| 01-201-25-240-020 | POLICE DEPT - OTHER EXPENSES   | 635.50     |              |               |        |

## Summary By Account

| ACCOUNT           | DESCRIPTION                             | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT       |
|-------------------|-----------------------------------------|------------|--------------|---------------|--------------|
| 01-201-25-255-020 | FIRE DEPT - OTHER EXPENSES              | 25.00      |              |               |              |
| 01-201-26-290-020 | STREETS & ROADS - OTHER EXP.            | 1,658.10   |              |               |              |
| 01-201-26-305-020 | SOLID WASTE - OTHER EXPENSES            | 24,083.33  |              |               |              |
| 01-201-26-310-020 | BLDG & GROUNDS - MUNIC BLDG             | 961.84     |              |               |              |
| 01-201-26-315-020 | VEHICLE REPAIRS & MAINTENANCE           | 2,819.03   |              |               |              |
| 01-201-27-335-020 | ENVIRONMENTAL COMM - OTHER EXP          | 1,200.00   |              |               |              |
| 01-201-28-375-020 | MAINT OF PARKS (BEACHES/LAKES)          | 179.70     |              |               |              |
| 01-201-31-435-020 | ELECTRICITY - ALL DEPARTMENTS           | 2,012.35   |              |               |              |
| 01-201-31-440-020 | TELECOMMUNICATIONS                      | 1,528.61   |              |               |              |
| 01-201-31-447-020 | PETROLEUM PRODUCTS                      | 3,512.23   |              |               |              |
| 01-203-20-100-020 | (2017) GENERAL ADMIN - OTHER EXPENSE    |            | 26.25        |               |              |
| 01-203-20-110-020 | (2017) MAYOR & COUNCIL - OTHER EXP'S    |            | 150.00       |               |              |
| 01-203-20-165-020 | (2017) ENGINEERING SERVICES             |            | 235.50       |               |              |
| 01-203-21-180-020 | (2017) PLANNING BOARD - OTHER EXPENSE   |            | 272.19       |               |              |
| 01-203-25-240-020 | (2017) POLICE DEPT - OTHER EXPENSES     |            | 1,807.00     |               |              |
| 01-203-26-290-020 | (2017) STREETS & ROADS - OTHER EXP.     |            | 7,065.01     |               |              |
| 01-203-26-305-020 | (2017) SOLID WASTE - OTHER EXPENSES     |            | 24,058.39    |               |              |
| 01-203-26-306-020 | (2017) Recycling Tax                    |            | 558.06       |               |              |
| 01-203-26-315-020 | (2017) VEHICLE REPAIRS & MAINTENANCE    |            | 1,074.00     |               |              |
| 01-203-28-375-020 | (2017) MAINT OF PARKS (BEACHES/LAKES)   |            | 249.65       |               |              |
| 01-203-31-435-020 | (2017) ELECTRICITY - ALL DEPARTMENTS    |            | 3,894.42     |               |              |
| 01-203-31-436-020 | (2017) ELECTRICITY - STREET LIGHTING    |            | 1,814.15     |               |              |
| 01-203-31-437-020 | (2017) NATURAL GAS                      |            | 3,125.47     |               |              |
| 01-203-31-447-020 | (2017) PETROLEUM PRODUCTS               |            | 2,195.90     |               |              |
| 01-207-55-000-000 | LOCAL SCHOOL TAXES PAYABLE              |            |              | 1,863,978.74  |              |
| 01-260-05-100     | DUE TO CLEARING                         |            |              | 0.00          | 1,963,833.47 |
| TOTALS FOR        | Current Fund                            | 53,328.74  | 46,525.99    | 1,863,978.74  | 1,963,833.47 |
| 02-200-40-700-380 | Historic Preservation Grant             |            |              | 440.00        |              |
| 02-260-05-100     | DUE TO CLEARING                         |            |              | 0.00          | 440.00       |
| TOTALS FOR        | FEDERAL AND STATE GRANTS                | 0.00       | 0.00         | 440.00        | 440.00       |
| 04-215-55-976-000 | 2012 Bond Ordinance 17-12               |            |              | 1,511.78      |              |
| 04-215-55-982-000 | 2016 CAPITAL ORDINANCE 06-16            |            |              | 6,671.43      |              |
| 04-215-55-983-000 | 2017 CAPITAL ORDINANCE 05-17            |            |              | 24,856.74     |              |
| 04-260-05-100     | DUE TO CLEARING                         |            |              | 0.00          | 33,039.95    |
| TOTALS FOR        | General Capital                         | 0.00       | 0.00         | 33,039.95     | 33,039.95    |
| 05-201-55-520-520 | Water Operating - Other Expenses        | 8,416.99   |              |               |              |
| 05-203-55-520-520 | (2017) Water Operating - Other Expenses |            | 6,288.29     |               |              |
| 05-260-05-100     | DUE TO CLEARING                         |            |              | 0.00          | 14,705.28    |
| TOTALS FOR        | Water Operating                         | 8,416.99   | 6,288.29     | 0.00          | 14,705.28    |
| 07-201-55-520-520 | Sewer Operating - Other Expenses        | 156.44     |              |               |              |
| 07-203-55-520-520 | (2017) Sewer Operating - Other Expenses |            | 382.80       |               |              |
| 07-260-05-100     | DUE TO CLEARING                         |            |              | 0.00          | 539.24       |
| TOTALS FOR        | Sewer Operating                         | 156.44     | 382.80       | 0.00          | 539.24       |
| 14-260-05-100     | Due to Clearing                         |            |              | 0.00          | 6.51         |
| 14-300-60-000-000 | RESERVE FOR UNEMPLOYMENT INSUR          |            |              | 6.51          |              |
| TOTALS FOR        | Unemployment Trust                      | 0.00       | 0.00         | 6.51          | 6.51         |

## Summary By Account

| ACCOUNT                                                | DESCRIPTION | CURRENT YR   | APPROP. YEAR | NON-BUDGETARY | CREDIT |
|--------------------------------------------------------|-------------|--------------|--------------|---------------|--------|
| <hr/>                                                  |             |              |              |               |        |
| Total to be paid from Fund 01 Current Fund             |             | 1,963,833.47 |              |               |        |
| Total to be paid from Fund 02 FEDERAL AND STATE GRANTS |             | 440.00       |              |               |        |
| Total to be paid from Fund 04 General Capital          |             | 33,039.95    |              |               |        |
| Total to be paid from Fund 05 Water Operating          |             | 14,705.28    |              |               |        |
| Total to be paid from Fund 07 Sewer Operating          |             | 539.24       |              |               |        |
| Total to be paid from Fund 14 Unemployment Trust       |             | 6.51         |              |               |        |
|                                                        |             | =====        |              |               |        |
|                                                        |             | 2,012,564.45 |              |               |        |



## Checks Previously Disbursed

|       |                       |           |                                    |          |           |
|-------|-----------------------|-----------|------------------------------------|----------|-----------|
| 13823 | M & P RETIREMENT PLAN | PO# 18393 | TAX TITLE LIEN REDEMPTION / RESOLU | 6,319.82 | 1/25/2018 |
| 13821 | DANIELLE SEKULA       | PO# 18362 | REIMBURSEMENT - TO REPLACE PO# 182 | 146.88   | 1/24/2018 |
|       |                       |           |                                    | -----    |           |
|       |                       |           |                                    | 6,466.70 |           |

|                                      |          |
|--------------------------------------|----------|
| Total paid from Fund 01 Current Fund | 3,066.70 |
| Total paid from Fund 18 Other Trust  | 3,400.00 |
|                                      | -----    |
|                                      | 6,466.70 |

Total for this Bills List: **2,019,031.15**

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

Meeting Date: 02/12/2018 For bills from 01/19/2018 to 02/08/2018

| Check# | Vendor                                     | Description                                  | Payment  | Check Total |
|--------|--------------------------------------------|----------------------------------------------|----------|-------------|
| 5080   | 102 - ANDERSON & DENZLER ASSOC., INC       | PO 18421 DECEMBER 2017 PROFESSIONAL SERVICES | 1,020.50 | 1,020.50    |
| 5081   | 3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN | PO 18413 DE 2017 PROFESSIONAL SERVICES - ESC | 35.00    | 35.00       |
| TOTAL  |                                            |                                              |          | 1,055.50    |

## Summary By Account

| ACCOUNT           | DESCRIPTION                    | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT   |
|-------------------|--------------------------------|------------|--------------|---------------|----------|
| 17-101-01-001-002 | Escrow - Developers - Checking |            |              | 0.00          | 1,055.50 |
| 17-500-00-091-304 | KING MOUNTAIN LAKES LLC        |            |              | 1,055.50      |          |
| TOTALS FOR        | Developer's Escrow             | 0.00       | 0.00         | 1,055.50      | 1,055.50 |

Total to be paid from Fund 17 Developer's Escrow

1,055.50

1,055.50

# **List of Bills - (3310101001001) PROVIDENT BANK Recreation Trust**

Meeting Date: 02/12/2018 For bills from 01/19/2018 to 02/08/2018

| Check# | Vendor                                   | Description                                  | Payment  | Check Total |
|--------|------------------------------------------|----------------------------------------------|----------|-------------|
| 5134   | 214 - ARISTOCRAT LIMOUSINE & BUS COMPANY | PO 18333 2018 SKI CLUB - BUS TRIPS           | 3,750.00 | 3,750.00    |
| 5135   | 3893 - BOOKMOBILE                        | PO 18058 HPC: BOOK PRINTING - QUOTE# 135172  | 1,798.22 | 1,798.22    |
| 5136   | 3892 - HIGHLAND PRODUCTS GROUP LLC       | PO 18165 BIKE RACKS - THE PARK CATALOG - QUO | 378.00   | 378.00      |
| 5137   | 3358 - SPORTS ENGINE, INC                | PO 18197 ACCT# A00006610: 11/01/2017 - 11/30 | 304.30   | 304.30      |
| 5138   | 3358 - SPORTS ENGINE, INC                | PO 18355 ACCT# A00006610: 12/01/2017 - 12/31 | 80.55    | 80.55       |
| TOTAL  |                                          |                                              |          | 6,311.07    |

## Summary By Account

| ACCOUNT           | DESCRIPTION                    | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT   |
|-------------------|--------------------------------|------------|--------------|---------------|----------|
| 33-101-01-001-001 | PROVIDENT BANK                 |            |              | 0.00          | 6,311.07 |
| 33-600-00-090-109 | SKI PROGRAM                    |            |              | 3,750.00      |          |
| 33-600-00-090-115 | BASKETBALL CLINIC              |            |              | 384.85        |          |
| 33-600-00-090-122 | HISTORIC PRESERVAT'N COMMITTEE |            |              | 1,798.22      |          |
| 33-600-00-090-138 | JANICE WILSON MEMORIAL         |            |              | 378.00        |          |
| TOTALS FOR        | Recreation Trust               | 0.00       | 0.00         | 6,311.07      | 6,311.07 |

Total to be paid from Fund 33 Recreation Trust

6,311.07

6,311.07

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

**RESOLUTION 64-18**

**"RESOLUTION AUTHORIZING THE REDEMPTION OF TAX TITLE LIEN 2017-002"**

**WHEREAS**, the Tax Collector has received payment for the redemption of **Tax Title Lien No. 2017-002**, representing 2016 Property Tax and/or Water and Sewer Utility charges on **Block 64 Lot 16 41 Melrose Road**, and assessed to 41 Melrose Land Trust; 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 #2017-002                                          | \$ 41,743.16        |
|                          | Tax Premium                                                       | <u>\$ 99,000.00</u> |
| Total from Current Fund: |                                                                   | \$ 140,743.16       |

**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 is 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.

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 February 12, 2018.

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

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





**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF  
MOUNTAIN LAKES  
JANUARY 22, 2018  
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES,  
NJ 07046**

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

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting and the agenda thereof had been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 8, 2018 and posted in the municipal building.

Mayor Barnett called the meeting to order at 8:00 p.m. in the municipal building.

**ROLL CALL ATTENDANCE**

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

**FLAG**

Mayor Barnett led the salute to the flag.

**COMMUNITY ANNOUNCEMENTS**

Mayor Barnett stated that the library has kicked off its cinema series. Tri Town chamber of commerce is starting their meetings. Ms. Korman mentioned the Garden Club's photography competition. She stated that the League of Women voters will be meeting at Barka Restaurant. Topic of the meeting is empowering women. She stated that the Shade Tree planted 21 trees in town. Mr. Shepherd stated that this Saturday at Borough Hall there will be a meeting of committee chairs and new committee members. Mr. Barrett stated that the Briarwood Sports Club will be holding their poker night fundraiser this Saturday.

**PUBLIC COMMENT**

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

Mayor Barnett opened the meeting to the public

Penny Leman, 32 Sherman Drive, stated that in the Mayor's New Year's letter it was stated that the Economic Development Advisory Committee was reestablished. She asked if there will be public members, will there be minutes? Will they be concentrating on the whole of the Borough or just the Route 46 corridor?

Mr. Shepherd gave more information regarding the Economic Development Committee.

Steven Shaw, 4 Pointview Place, He thanked Mayor Holmberg for his service as Mayor and he congratulated Mayor Barnett. He mentioned the operating budget as part of the 2018 goals. He asked there to be a benchmark. He mentioned that he thought that the Borough has always been inclusive. He asked who was setting goals, the Council or the Committees. He asked if there was a preliminary plan for the building. He asked about the redevelopment plan mentioned in the 2018 goals. He stated that he thought that a bullet point regarding affordable housing should be added to the goals list.

**BOROUGH COUNCIL DISCUSSION ITEMS**

**Update on Property Tax Deduction Issues**

Mr. Oostdyk discussed the recent tax change in regard to property tax deductions. About a third of the town prepaid property taxes. He stated that there is nothing the municipality can really do about the matter except to stay on top of any new information. He discussed some of the strategies that are being talked about to deal with the new tax law in some other municipalities.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF  
MOUNTAIN LAKES  
JANUARY 22, 2018  
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES,  
NJ 07046**

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

**Fiscal Strength and Accountability:** the budget was adopted within statute. The ten year capital plan was almost complete but not presented to Council. This plan needs to be reviewed.

**Openness and Responsiveness:** The resident survey was completed. There were more postings and emails. There was a joint meeting with the Board of Education. There was a member of the Board of Ed attending Borough meetings.

**Services and Infrastructure:** It was expected that the beach project would be completed. It was not. The Dam project is moving forward. The committee for the renovation of the municipal building is moving the project along.

**Environmental Stewardship and Community Development:** The emerald ash borer was discussed. The Environmental Commission is discussing the water usage plan. The Economic Development Advisory Committee was reestablished. The Borough obtained Silver level certification in the Sustainable Jersey program.

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

The Draft of the Goals and Objectives was discussed.

**Fiscal Strength & Accountability:** There was a discussion regarding the budget and if there should be a goal to raise the budget by a certain percent or have a zero based budget. It was suggested that there be a goal to adopt a fiscally responsible budget within the statutory time frames. Mr. Stern will give the statutory introduction and adoption dates to council at the next meeting. Ms. Korman stated that the Borough should revitalize the affordable housing trust fund. There was a discussion regarding performing a timely quarterly budget review. It was stated that the ten year capital plan needs to be adopted. There was a discussion regarding applying for grants.

**Openness & Responsiveness:** There was a discussion regarding getting news out about capital projects. Mr. Happer suggested gaging the community's response to push notifications. There was a discussion regarding improving the process of obtaining volunteers.

**Services & Infrastructure:** There was a discussion regarding revamping the beach projects. It was suggested that a final plan for the municipal building renovations needs to be completed. Street resurfacing and sidewalk improvements should be completed on time and on budget. There should be execution of all approved projects.

**Environmental Stewardship & Community Development:** Emerald Ash Borer issues need to be addressed. Ms. Horst suggested having a Council meeting dedicated to environmental issues after Arbor Day.

**ATTORNEY'S REPORT**

Mr. Oostdyk stated that he will be meeting on the 30<sup>th</sup> with the rep from Fair Share Housing.

**PUBLIC COMMENT**

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

Mayor Barnet opened the meeting to the public.

Mimi Kaplan, 89 Lake Drive, commented on the water usage plan. She stated that the plan is only a draft. She read a statement regarding water supply and use. She stated that the Borough should hire a professional to review the water plan.

Steve Shaw, 4 Pointview place, mentioned what state aid was last year and how much is in the Developer's Trust fund. The Borough had to stop collecting developer's fees because the Borough did not file a third round plan with COAH.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF  
MOUNTAIN LAKES  
JANUARY 22, 2018  
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NJ 07046**

Audrey Lane, 31 Melrose Road, asked that if a Borough marketing plan is put together, that the Master Plan be used as a guiding document for that marketing plan. .

**MANAGER'S REPORT**

Recreation Presentation by Recreation Director Audrey Lane

Ms. Lane updated the Council on the 2017 activities of the Recreation Commission and the goals for 2018.

Mr. Stern reviewed his Manager's report. He discussed the sewer utility revenue issue. There was a discussion regarding when the new rate should have gone into effect. It was decided it would be the quarter following the date the ordinance was adopted. He stated that he continues work on the budget. He stated that the broadcast email has been switched to another vendor. He made mention of a report of a missing dog that may have been attacked by a wild animal.

---

**\*CONSENT AGENDA ITEMS**

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

**\*RESOLUTIONS**

R54-18, Authorization to pay bills

R55-18, Authorization of a budget transfer, (pulled)

R56-18, Authorization for tax lien redemption, B80 L57

R57-18, Authorization for a refund of a tax overpayment, B17 L4,

R58-18, Authorization to enter into an agreement with Employee Benefits Consulting Services Group for the marketing of employee dental benefits, (pulled)

R59-18, Authorization to enter into a contract with Phillips Priess Grygiel for planning services, (pulled)

R60-18, Authorization to enter into an interlocal agreement for health services with the Township of Bloomfield, (pulled)

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

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

**\*APPROVAL OF MINUTES**

Regular minutes of January 3, 2018, (Happer not eligible)

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

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

**\*BOARD, 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



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF  
MOUNTAIN LAKES  
JANUARY 22, 2018  
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES,  
NJ 07046**

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

**\*APPROVAL OF THE CONSENT AGENDA**

**Resolutions 55-18 and 58 through 62-18 were pulled from the consent agenda and are not part of this approval.**

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

**After some discussion it was decided that the resolutions pulled from the consent agenda will be placed on the next agenda for approval.**

**COUNCIL REPORTS**

Mr. Happer stated that he met with the Health Officer. There are no major issues at this time. Ms. Horst stated there is a concern about traffic on Intervale Road in regard to Whole Foods opening in Parsippany. She is meeting with a resident that lives on Intervale tomorrow to discuss. She stated that Woodlands is discussing mountain bikers. She stated that there is a letter that needs to be initiated by the Manager regarding deer culling. Mr. Barrett stated that DPW met. Recycling options were discussed. The Beach project was discussed. Ways to take costs out of the project were discussed. Mayor Barnett stated that Shared Services met. Ms. Korman spoke about the trees that were planted around town through the Shade Tree. Mr. Holmberg stated that Communications discussed getting messages to residents. Mr. Happer stated that the Finance Committee met. Replenishment of trust funds was discussed. The budget was discussed.

**NEXT STEPS AND PRIORITIES**

Mayor Barnett reviewed the following next steps and priorities:

| Next Step                                                                  | Completed by  | Completion date |
|----------------------------------------------------------------------------|---------------|-----------------|
| Economic Development committee information on the web site                 | Webmaster     | ASAP            |
| Rewrite of goals and objectives                                            | Mayor Barnett | Next meeting    |
| Work on issues with the budget transfers and contract approval resolutions | Mr. Stern     | Next meeting    |

Mayor Barnett presented former Mayor Holmberg with an engraved gavel and thanked him for his service as Mayor.

**ADJOURNMENT at 11:18 P.M.**

Motion made by Councilmember Happer, second by Councilmember Barrett to adjourn the meeting at 11:18 p.m., with all members in favor signifying by "Aye".

Respectfully Submitted



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF  
MOUNTAIN LAKES  
JANUARY 22, 2018  
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES,  
NJ 07046**

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Valerie A Egan Borough Clerk

DRAFT



## BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

# MEMO

**DATE:** January 29, 2018

**TO:** Mitchell Stern; Borough Manager

**FROM:** Steven M. Gluck; Construction Official

**RE:** Revised Monthly Report

Mr. Stern;

Attached herewith find Construction Permit Activity data for the period 12/01/2017 through 12/31/2017. This information revises the data previously submitted. The new format shows permit, inspection, certificate and payment information for the current period. In addition, I have provided the same information for the current period of the previous two years for comparison.

I am still working on graphing this information to present it in a visual format. Those charts should be completed in the next two weeks.

Contact me if any questions arise concerning this information.

C:\Users\Sgluck\Documents\MTN. LAKES\REPORTS\MONTHLY REPORTS\Monthly Report 2017-12.docx



Mountain Lakes Borough  
400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046

## Construction Permit Activity Report

1/1/2017 -> 12/31/2017

### Summary

|               |                       |            |                 |               |                 |     |
|---------------|-----------------------|------------|-----------------|---------------|-----------------|-----|
| New:          | \$2,752,814.00        | 3          | Cubic Footage:  | 303,558 Cu.ft | Permits Issued: | 324 |
| Addition:     | \$965,199.00          | 7          | Square Footage: | 17,837 Sq.ft  | Updates Issued: | 29  |
| Alteration:   | \$5,527,481.00        | 316        |                 |               |                 |     |
| Demolition:   | \$99,015.00           | 27         |                 |               |                 |     |
| <b>Total:</b> | <b>\$9,344,509.00</b> | <b>353</b> |                 |               |                 |     |

| Permits       | Count | Permit Fees  | Admin Fees | Total        | Inspections                             | Passed | Failed    | Other    |          |
|---------------|-------|--------------|------------|--------------|-----------------------------------------|--------|-----------|----------|----------|
| Building:     | 168   | \$88,720.00  | \$0.00     | \$88,720.00  | B                                       | 345    | 310 %89.9 | 10 %2.9  | 25 %7.2  |
| Plumbing:     | 112   | \$12,585.00  | \$0.00     | \$12,585.00  | P                                       | 256    | 204 %79.7 | 26 %10.2 | 26 %10.2 |
| Electrical:   | 195   | \$20,669.00  | \$0.00     | \$20,669.00  | E                                       | 345    | 268 %77.7 | 32 %9.3  | 45 %13   |
| Fire:         | 37    | \$3,252.00   | \$0.00     | \$3,252.00   | F                                       | 46     | 39 %84.8  | 0 %0     | 7 %15.2  |
| Elevator:     | 2     | \$0.00       | \$0.00     | \$0.00       | V                                       | 0      | 0 %       | 0 %      | 0 %      |
| Mechanical:   | 90    | \$7,185.00   | \$0.00     | \$7,185.00   | M                                       | 108    | 93 %86.1  | 6 %5.6   | 9 %8.3   |
|               | 604   | \$132,411.00 | \$0.00     | \$132,411.00 |                                         | 1100   | 914       | 74       | 112      |
| DCA Training: | 10    |              | 1125       | Other Fees   | (Note: Does not include result of none) |        |           |          |          |
| DCA State:    | 307   |              | 11045      | \$3,150.00   |                                         |        |           |          |          |
| DCA Minimum:  | 32    |              | 32         |              |                                         |        |           |          |          |
|               | 349   |              | \$12,202   |              |                                         |        |           |          |          |

| Variations |   |  | Total  | Paid   | Certificates |     |  | Issued Total | Paid Total |            |
|------------|---|--|--------|--------|--------------|-----|--|--------------|------------|------------|
| Building   | 0 |  | 0      | 0      | CA           | 244 |  | \$0.00       | \$0.00     |            |
| Plumbing   | 0 |  | 0      | 0      | CCO          | 0   |  | \$0.00       | \$0.00     |            |
| Electrical | 0 |  | 0      | 0      | CO           | 10  |  | \$450.00     | \$2,000.00 |            |
| Fire       | 0 |  | 0      | 0      | CC           | 0   |  | \$0.00       | \$0.00     |            |
| Mechanical | 0 |  | 0      | 0      | TCO          | 4   |  | \$110.00     | \$50.00    |            |
| Elevator   | 0 |  | 0      | 0      | TCC          | 0   |  | \$0.00       | \$0.00     |            |
| Total:     |   |  | \$0.00 | \$0.00 | Total:       |     |  | 258          | \$560.00   | \$2,050.00 |

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

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

| Permit Subcode Exempted (State) Fees |              |                | Permit Subcode Waived (Local) Fees |              |              |
|--------------------------------------|--------------|----------------|------------------------------------|--------------|--------------|
|                                      | Record Count | Total Exempted |                                    | Record Count | Total Waived |
| Building                             | 0            | \$0            | Building                           | 0            | \$0          |
| Plumbing                             | 0            | \$0            | Plumbing                           | 1            | \$210        |
| Electrical                           | 0            | \$0            | Electrical                         | 3            | \$250        |
| Fire                                 | 0            | \$0            | Fire                               | 0            | \$0          |
| Mechanical                           | 0            | \$0            | Mechanical                         | 0            | \$0          |
| Elevator                             | 1            | \$65           | Elevator                           | 1            | \$65         |
| Total:                               |              | \$65           | Total:                             |              | \$525        |

| Violations |   |      | Fines  |   | Paid     |          |
|------------|---|------|--------|---|----------|----------|
| DCA Fees   | 4 | \$79 | Issued | 2 | \$200.00 | \$400.00 |

| Payments (Based on Payment Date) |              |
|----------------------------------|--------------|
| Permit (438)                     | \$149,388.00 |
| NON-UCC (0)                      | \$0.00       |
| Variation Payments               | \$0.00       |
| Penalty (2)                      | \$400.00     |
| Inspection Payments              | \$0.00       |
| Ongoing Invoice                  | \$0.00       |
| Test Payments                    | \$0.00       |
| Grand Total                      | \$149,788.00 |

### Payments (Based on Payment Date)

|                     |                     |
|---------------------|---------------------|
| Permit (438)        | \$149,388.00        |
| NON-UCC (0)         | \$0.00              |
| Variation Payments  | \$0.00              |
| Penalty (2)         | \$400.00            |
| Inspection Payments | \$0.00              |
| Ongoing Invoice     | \$0.00              |
| Test Payments       | \$0.00              |
| <b>Grand Total</b>  | <b>\$149,788.00</b> |



Mountain Lakes Borough  
400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046

## Construction Permit Activity Report

1/1/2016 -> 12/31/2016

### Summary

|             |                |        |                 |               |                 |     |
|-------------|----------------|--------|-----------------|---------------|-----------------|-----|
|             | Cost:          | Count: |                 |               |                 |     |
| New:        | \$1,401,500.00 | 4      | Cubic Footage:  | 331,118 Cu.ft | Permits Issued: | 325 |
| Addition:   | \$3,024,900.00 | 16     | Square Footage: | 23,675 Sq.ft  | Updates Issued: | 21  |
| Alteration: | \$3,759,375.00 | 297    |                 |               |                 |     |
| Demolition: | \$56,640.00    | 29     |                 |               |                 |     |
| Total:      | \$8,242,415.00 | 346    |                 |               |                 |     |

| Permits       | Count | Permit Fees  | Admin Fees | Total        | Inspections                             | Passed    | Failed   | Other   |
|---------------|-------|--------------|------------|--------------|-----------------------------------------|-----------|----------|---------|
| Building:     | 156   | \$81,218.00  | \$0.00     | \$81,218.00  | B 328                                   | 300 %91.5 | 7 %2.1   | 21 %6.4 |
| Plumbing:     | 137   | \$14,660.00  | \$0.00     | \$14,660.00  | P 248                                   | 196 %79   | 38 %15.3 | 14 %5.6 |
| Electrical:   | 184   | \$19,621.00  | \$0.00     | \$19,621.00  | E 284                                   | 244 %85.9 | 15 %5.3  | 25 %8.8 |
| Fire:         | 50    | \$4,629.00   | \$0.00     | \$4,629.00   | F 44                                    | 35 %79.5  | 1 %2.3   | 8 %18.2 |
| Elevator:     | 0     | \$0.00       | \$0.00     | \$0.00       | V 0                                     | 0 %       | 0 %      | 0 %     |
| Mechanical:   | 61    | \$4,710.00   | \$0.00     | \$4,710.00   | M 51                                    | 47 %92.2  | 0 %0     | 4 %7.8  |
|               | 588   | \$124,838.00 | \$0.00     | \$124,838.00 |                                         | 955       | 822      | 61 72   |
| DCA Training: | 20    |              | 1229       |              | (Note: Does not include result of none) |           |          |         |
| DCA State:    | 285   |              | 8897       | \$2,400.00   |                                         |           |          |         |
| DCA Minimum:  | 33    |              | 33         |              |                                         |           |          |         |
|               | 338   |              | \$10,159   |              |                                         |           |          |         |

| Variations   | Total  | Paid   | Certificates | Issued Total | Paid Total |
|--------------|--------|--------|--------------|--------------|------------|
| Building 0   | 0      | 0      | CA 224       | \$0.00       | \$0.00     |
| Plumbing 0   | 0      | 0      | CCO 1        | \$125.00     | \$125.00   |
| Electrical 0 | 0      | 0      | CO 27        | \$1,350.00   | \$2,500.00 |
| Fire 0       | 0      | 0      | CC 0         | \$0.00       | \$0.00     |
| Mechanical 0 | 0      | 0      | TCO 3        | \$110.00     | \$50.00    |
| Elevator 0   | 0      | 0      | TCC 0        | \$0.00       | \$0.00     |
| Total:       | \$0.00 | \$0.00 | Total: 265   | \$1,585.00   | \$2,675.00 |

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

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

| Permit Subcode Exempted (State) Fees |                |                | Permit Subcode Waived (Local) Fees |              |              |
|--------------------------------------|----------------|----------------|------------------------------------|--------------|--------------|
|                                      | Record Count   | Total Exempted |                                    | Record Count | Total Waived |
| Building                             | 0              | \$0            | Building                           | 1            | \$1,247      |
| Plumbing                             | 0              | \$0            | Plumbing                           | 3            | \$225        |
| Electrical                           | 0              | \$0            | Electrical                         | 8            | \$2,748      |
| Fire                                 | 0              | \$0            | Fire                               | 1            | \$75         |
| Mechanical                           | 0              | \$0            | Mechanical                         | 0            | \$0          |
| Elevator                             | 0              | \$0            | Elevator                           | 0            | \$0          |
| Total:                               |                | \$0            | Total:                             |              | \$4,295      |
| Record Count                         | Total Exempted | Violations     | Fines                              | Paid         |              |
| DCA Fees 8                           | \$306          | Issued 4       | \$8,450.00                         | \$3,000.00   |              |

| Payments (Based on Payment Date) |              |
|----------------------------------|--------------|
| Permit (339)                     | \$140,175.00 |
| NON-UCC (0)                      | \$0.00       |
| Variation Payments               | \$0.00       |
| Penalty (2)                      | \$3,000.00   |
| Inspection Payments              | \$0.00       |
| Ongoing Invoice                  | \$0.00       |
| Test Payments                    | \$0.00       |
| Grand Total                      | \$143,175.00 |





Mountain Lakes Borough  
400 BOULEVARD  
MOUNTAIN LAKES, NJ 07046

## Construction Permit Activity Report

1/1/2015 -> 12/31/2015

### Summary

|             |                |        |                 |               |                 |     |
|-------------|----------------|--------|-----------------|---------------|-----------------|-----|
|             | Cost:          | Count: |                 |               |                 |     |
| New:        | \$2,907,220.00 | 12     | Cubic Footage:  | 664,178 Cu.ft | Permits Issued: | 337 |
| Addition:   | \$2,340,185.00 | 12     | Square Footage: | 52,187 Sq.ft  | Updates Issued: | 36  |
| Alteration: | \$2,823,794.00 | 313    |                 |               |                 |     |
| Demolition: | \$50,395.00    | 36     |                 |               |                 |     |
| Total:      | \$8,121,594.00 | 373    |                 |               |                 |     |

| Permits       | Count | Permit Fees  | Admin Fees | Total        | Inspections                             | Passed    | Failed   | Other   |
|---------------|-------|--------------|------------|--------------|-----------------------------------------|-----------|----------|---------|
| Building:     | 160   | \$85,777.00  | \$0.00     | \$85,777.00  | B 389                                   | 362 %93.1 | 6 %1.5   | 21 %5.4 |
| Plumbing:     | 200   | \$23,812.00  | \$0.00     | \$23,812.00  | P 380                                   | 310 %81.6 | 46 %12.1 | 24 %6.3 |
| Electrical:   | 215   | \$24,971.00  | \$0.00     | \$24,971.00  | E 336                                   | 292 %86.9 | 22 %6.5  | 22 %6.5 |
| Fire:         | 80    | \$5,959.00   | \$0.00     | \$5,959.00   | F 60                                    | 47 %78.3  | 5 %8.3   | 8 %13.3 |
| Elevator:     | 0     | \$0.00       | \$0.00     | \$0.00       | V 0                                     | 0 %       | 0 %      | 0 %     |
| Mechanical:   | 27    | \$2,010.00   | \$0.00     | \$2,010.00   | M 22                                    | 21 %95.5  | 0 %0     | 1 %4.5  |
|               | 682   | \$142,529.00 | \$0.00     | \$142,529.00 |                                         | 1187      | 1032     | 79 76   |
| DCA Training: | 24    |              | 2458       | Other Fees   | (Note: Does not include result of none) |           |          |         |
| DCA State:    | 290   |              | 6042       | \$700.00     |                                         |           |          |         |
| DCA Minimum:  | 54    |              | 54         |              |                                         |           |          |         |
|               | 368   |              | \$8,554    |              |                                         |           |          |         |

| Variations   | Total  | Paid   | Certificates | Issued Total | Paid Total |
|--------------|--------|--------|--------------|--------------|------------|
| Building 0   | 0      | 0      | CA 248       | \$0.00       | \$0.00     |
| Plumbing 0   | 0      | 0      | CCO 0        | \$0.00       | \$0.00     |
| Electrical 0 | 0      | 0      | CO 28        | \$1,400.00   | \$4,750.00 |
| Fire 0       | 0      | 0      | CC 0         | \$0.00       | \$0.00     |
| Mechanical 0 | 0      | 0      | TCO 2        | \$60.00      | \$90.00    |
| Elevator 0   | 0      | 0      | TCC 0        | \$0.00       | \$0.00     |
| Total:       | \$0.00 | \$0.00 | Total: 278   | \$1,460.00   | \$4,840.00 |

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

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

| Permit Subcode Exempted (State) Fees |              |                | Permit Subcode Waived (Local) Fees |              |              |
|--------------------------------------|--------------|----------------|------------------------------------|--------------|--------------|
|                                      | Record Count | Total Exempted |                                    | Record Count | Total Waived |
| Building                             | 0            | \$0            | Building                           | 2            | \$365        |
| Plumbing                             | 0            | \$0            | Plumbing                           | 0            | \$0          |
| Electrical                           | 0            | \$0            | Electrical                         | 2            | \$150        |
| Fire                                 | 0            | \$0            | Fire                               | 2            | \$167        |
| Mechanical                           | 0            | \$0            | Mechanical                         | 0            | \$0          |
| Elevator                             | 0            | \$0            | Elevator                           | 0            | \$0          |
| Total:                               |              | \$0            | Total:                             |              | \$682        |
| Record Count Total Exempted          |              |                | Violations Fines Paid              |              |              |
| DCA Fees 5                           |              | \$104          | Issued 4                           | \$126,050.00 | \$1,550.00   |

| Payments (Based on Payment Date) |              |
|----------------------------------|--------------|
| Permit (370)                     | \$158,139.00 |
| NON-UCC (0)                      | \$0.00       |
| Variation Payments               | \$0.00       |
| Penalty (3)                      | \$1,550.00   |
| Inspection Payments              | \$0.00       |
| Ongoing Invoice                  | \$0.00       |
| Test Payments                    | \$0.00       |
| Grand Total                      | \$159,689.00 |

# OT Analysis November 2017

|                       |
|-----------------------|
| <u>Total Overtime</u> |
| <u>Hours Paid</u>     |
| 242.5                 |

|                      |                        |                             |
|----------------------|------------------------|-----------------------------|
| <u>Total</u>         | <u>Total Vaca/Comp</u> | <u>% of Hrs Equating to</u> |
| <u>Vaca/Comp Hrs</u> | <u>Hrs Creating OT</u> | <u>OT</u>                   |
| 274.5                | 58                     | 21.13                       |

|                        |                        |                             |
|------------------------|------------------------|-----------------------------|
| <u>Total Sick Time</u> | <u>Total Sick Time</u> | <u>% of Hrs Equating to</u> |
| <u>Hrs</u>             | <u>Hrs Creating OT</u> | <u>OT</u>                   |
| 346                    | 149.5                  | 43.21                       |

- \* 16 Days (192 hrs) of Disability Time included in Sick Time
- \* 6 hrs contiguous shift work due to bail reform
- \* 2 hrs for daylight savings time
- \* 3 hrs Council Meeting Security
- \* 24 hrs created by deployment to Puerto Rico (Ultimately to be reimbursed)

# OT Analysis December 2017

|                       |
|-----------------------|
| <u>Total Overtime</u> |
| <u>Hours Paid</u>     |
| 238.5                 |

| <u>Total</u>         | <u>Total Vaca/Comp</u> | <u>% of Hrs Equating to</u> |
|----------------------|------------------------|-----------------------------|
| <u>Vaca/Comp Hrs</u> | <u>Hrs Creating OT</u> | <u>OT</u>                   |
| 171                  | 29                     | 16.96                       |

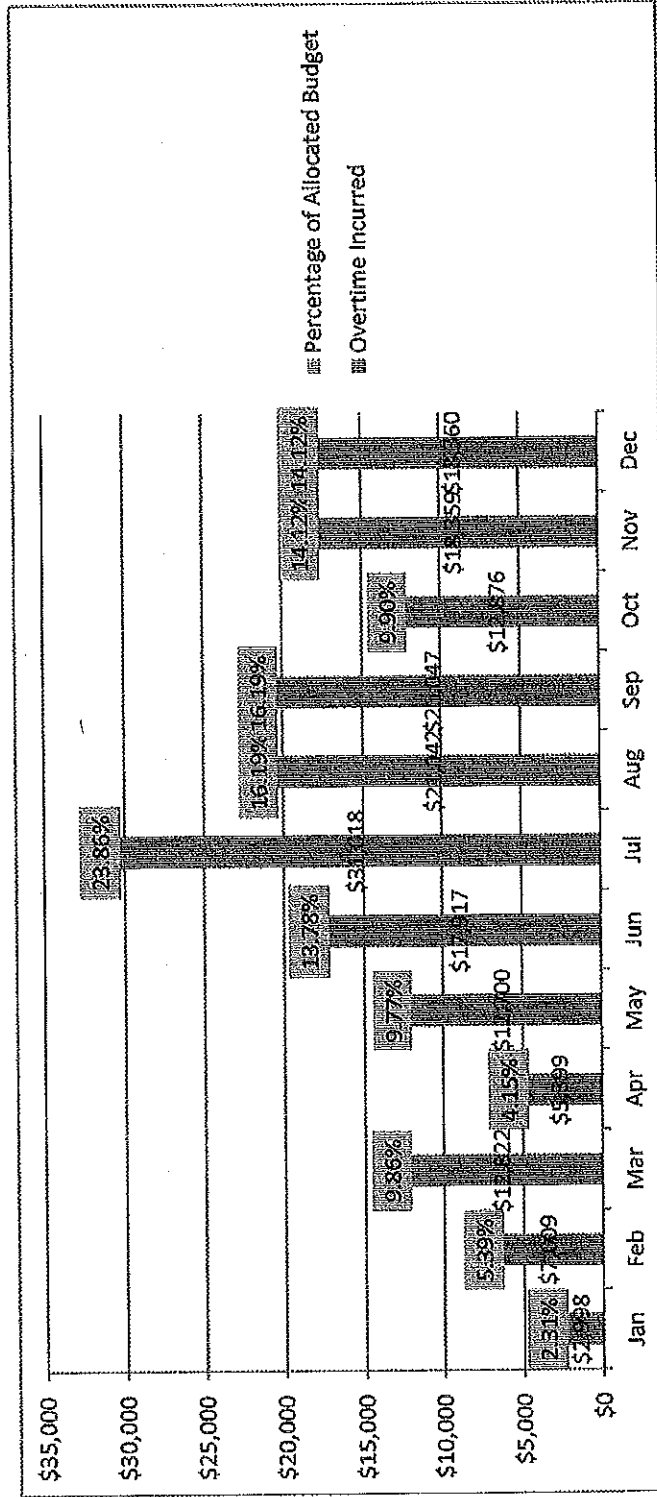
| <u>Total Sick Time</u> | <u>Total Sick Time</u> | <u>% of Hrs Equating to</u> |
|------------------------|------------------------|-----------------------------|
| <u>Hrs</u>             | <u>Hrs Creating OT</u> | <u>OT</u>                   |
| 392                    | 140.5                  | 35.84                       |

- \* 14 Days (168 hrs) of Disability Time included in Sick Time
- \* 4 days (48 hrs) of bereavement time included in Sick Time
- \* 3 hrs prisoner transports.
- \* 6 hrs Borough tree removal
- \* 24 hrs Created by Deployment to Puerto Rico (Ultimately reimbursed)
- \* 6 hrs Menorah and Christmas Tree Lighting Events
- \* 3 hrs Council Meeting Security
- \* 27 hrs Firearms Qualifications

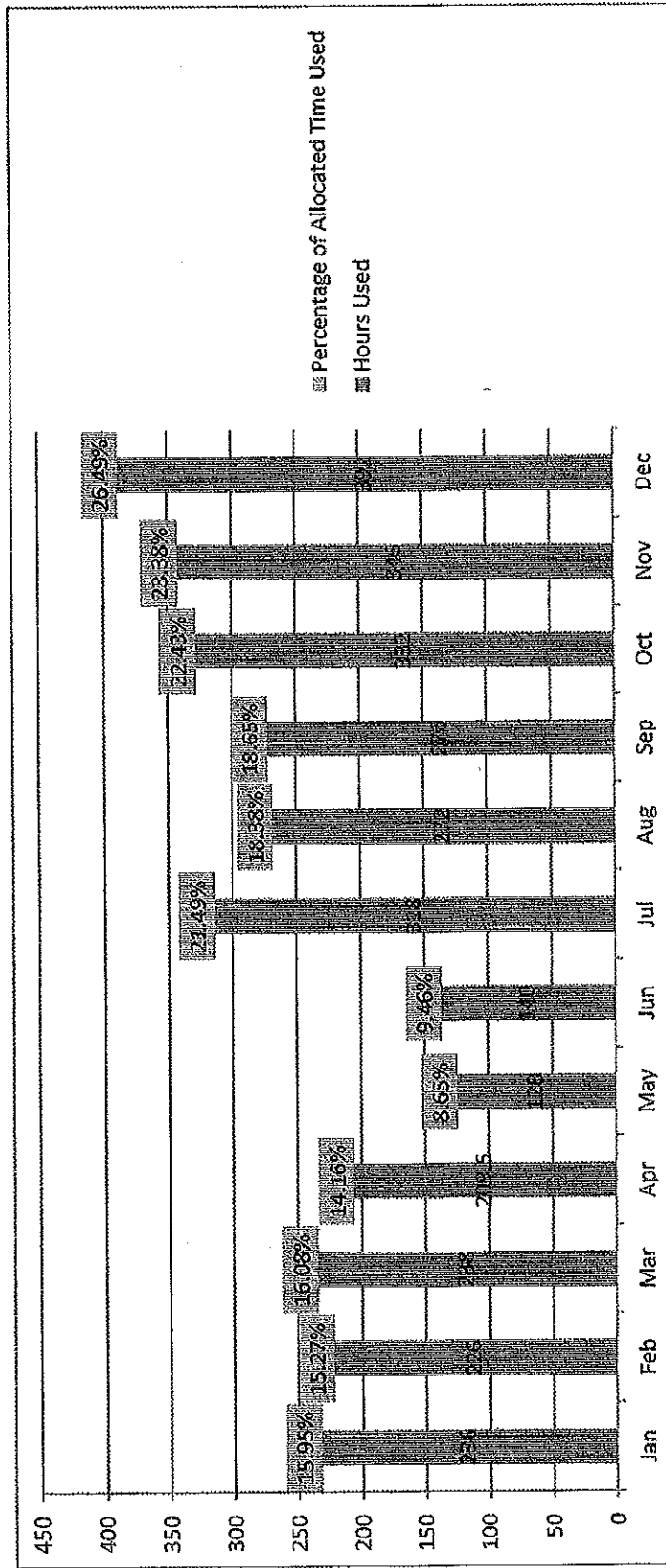
Time Used/Overtime by Month

|        | Sick Time Hours |      |      |      |      | Vacation/Comp Hours |      |      |      |       | Court Overtime |       |        |          |          | Department Overtime |          |          |                |      | Training/School Hours |      |      |      |      |
|--------|-----------------|------|------|------|------|---------------------|------|------|------|-------|----------------|-------|--------|----------|----------|---------------------|----------|----------|----------------|------|-----------------------|------|------|------|------|
|        | 2012            | 2013 | 2014 | 2015 | 2016 | 2017                | 2012 | 2013 | 2014 | 2015  | 2016           | 2017  | 2012   | 2013     | 2014     | 2015                | 2016     | 2017     | % of \$130,000 | 2012 | 2013                  | 2014 | 2015 | 2016 | 2017 |
| Jan    | 96              | 12   | 104  | 106  | 88   | 286                 | 150  | 12   | 60   | 64    | 127.5          | 22    | 0.53%  | \$0      | \$0      | \$0                 | \$0      | \$0      | 0              | N/A  | 0                     | 6    | 60   | 50   | 48   |
| Feb    | 72              | 72   | 80   | 104  | 142  | 226                 | 96   | 36   | 45   | 94    | 11             | 84    | 2.09%  | \$0      | \$0      | \$221               | \$0      | \$0      | 2.32%          | N/A  | 30                    | 112  | 75   | 125  | 103  |
| March  | 60              | 60   | 128  | 82   | 82   | 298                 | 72   | 156  | 96   | 96    | 139            | 198   | 4.78%  | \$0      | \$0      | \$180               | \$0      | \$0      | 5.38%          | N/A  | 87                    | 52   | 15   | 91   | 115  |
| April  | 96              | 60   | 86   | 72   | 46   | 209.5               | 228  | 60   | 165  | 213   | 133            | 154   | 3.72%  | \$0      | \$0      | \$360               | \$271    | \$0      | 9.86%          | N/A  | 59                    | 97   | 85   | 60   | 44   |
| May    | 103             | 96   | 94   | 188  | 69   | 128                 | 228  | 132  | 220  | 322   | 192            | 254   | 6.13%  | \$0      | \$0      | \$0                 | \$0      | \$0      | 4.15%          | N/A  | 93                    | 45   | 42   | 120  | 54   |
| June   | 60              | 96   | 104  | 144  | 85   | 140                 | 264  | 204  | 257  | 152   | 295            | 268   | 6.47%  | \$213    | \$0      | \$0                 | \$0      | \$0      | 9.77%          | N/A  | 58                    | 106  | 240  | 95   | 40   |
| July   | 132             | 72   | 68   | 128  | 140  | 318                 | 396  | 407  | 520  | 428   | 592            | 518   | 12.56% | \$0      | \$0      | \$0                 | \$0      | \$0      | 13.78%         | N/A  | 20                    | 48   | 85   | 105  | 12   |
| August | 36              | 72   | 120  | 114  | 182  | 272                 | 488  | 600  | 674  | 585   | 528            | 606   | 14.62% | \$0      | \$0      | \$0                 | \$0      | \$0      | 16.19%         | N/A  | 22                    | 0    | 128  | 115  | 48   |
| Sept   | 60              | 94   | 116  | 71.5 | 92   | 275                 | 204  | 100  | 131  | 228   | 364.5          | 294   | 7.05%  | \$7,570  | \$12,410 | \$6,874             | \$13,746 | \$12,484 | 16.19%         | N/A  | 157                   | 113  | 66   | 150  | 47   |
| Oct    | 72              | 56   | 92   | 82   | 94   | 392                 | 182  | 168  | 146  | 302   | 414            | 125   | 3.02%  | \$18,212 | \$12,150 | \$8,543             | \$16,914 | \$15,755 | 9.90%          | N/A  | 40                    | 120  | 43   | 253  | 86   |
| Nov    | 36              | 72   | 94   | 96.5 | 188  | 346                 | 192  | 292  | 256  | 145   | 164            | 274.3 | 6.62%  | \$0      | \$0      | \$0                 | \$0      | \$0      | 14.12%         | N/A  | 80                    | 76   | 40   | 290  | 24   |
| Dec    | 168             | 106  | 164  | 121  | 392  | 392                 | 156  | 168  | 175  | 157.5 | 217.5          | 171   | 4.15%  | \$16,458 | \$18,515 | \$15,512            | \$5,461  | \$19,581 | 14.12%         | N/A  | 10                    | 145  | 114  | 167  | 100  |
| Total  | 936             | 908  | 1200 | 1309 | 1570 | 3114                | 2616 | 2335 | 2685 | 2782  | 3187           | 2969  | 71.64% | \$213    | \$0      | \$1,028             | \$271    | \$354    | 198.64%        | N/A  | 591                   | 865  | 993  | 1621 | 671  |

# Overtime

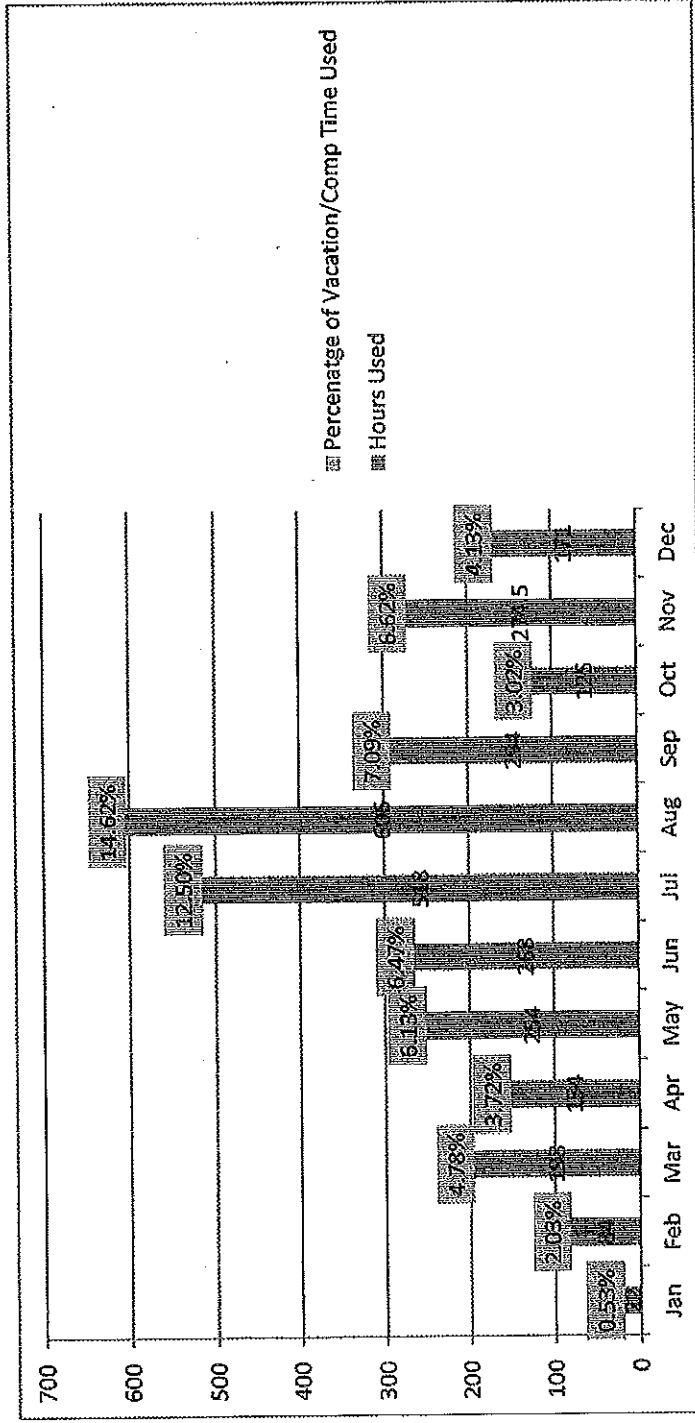


## Sick Time Usage



\* Whole number which percentages are based off of is subject to change as staffing changes.

## Vacation/Comp Time Used



\* Includes Vacation Time, Comp Time, Personal Days, etc.

\*\* Total Hours as of January 2017 were 4144.5. Total subject to change as staffing changes and as compensatory time is earned.

**RESOLUTION  
BOROUGH OF MOUNTAIN LAKES  
ZONING BOARD OF ADJUSTMENT**

**ANNUAL REPORT - 2017**

**WHEREAS**, the Municipal Land Use Law, specifically, N.J.S.A. 40:55D-70.1, requires the Board to review its decisions on applications and appeals for variances and to prepare and adopt by resolution a report on its findings on zoning ordinance provisions which were the subject of variance requests and its recommendations for zoning ordinance amendment or revisions, if any; and

**WHEREAS**, the Secretary of the Board of Adjustment has prepared a report reviewing said decisions for the year 2017, which is attached hereto and made a part hereof; and

**WHEREAS**, the Board wishes to adopt said report pursuant to the statutory requirements;

**NOW, THEREFORE, BE IT RESOLVED** by the Zoning Board of Adjustment of the Borough of Mountain Lakes, that the attached report is hereby adopted as the Annual Report for the year 2017, and that the Board Secretary shall transmit copies of the report and this resolution to the Council and Planning Board as soon as possible.

Offered by: James Murphy

Seconded by: Arthur Max

Vote: 7 - 0

Date: February 1, 2018



## MOUNTAIN LAKES BOARD OF ADJUSTMENT

### ANNUAL REPORT - 2017

To: Mountain Lakes Zoning Board of Adjustment  
Mayor and Borough Council  
Mitchell Stern – Borough Manager  
Valerie Egan – Clerk

From: Cynthia Shaw Zoning Board of Adjustment Administrator

Date: December 31, 2017

**Total Number of Regular Meetings: 11**

**Total Number of Cancelled Meetings: 1**

**Total Number of Special Meetings: 0**

**Total Number of 2017 Applications: 11**

### 2017 APPLICATIONS

| <u>TYPE</u>          | <u>Existing/Proposed</u> | <u>DECISION</u> | <u>APPLICANT</u>        | <u>ADDRESS</u>  | <u>ZONE</u> |
|----------------------|--------------------------|-----------------|-------------------------|-----------------|-------------|
| Front*               | 58.1/58.1                | Withdrawn       | Celal Andican           | 26 Dartmouth Rd | R-A         |
| FAR                  | 15.3/27.6                | Withdrawn       |                         |                 |             |
| Side*                | 20.8/20.8                | Withdrawn       |                         |                 |             |
| Side*                | 20/20                    | Withdrawn       |                         |                 |             |
| ILC*                 | 37.5/31.1                | Withdrawn       |                         |                 |             |
| ILC*                 | 82.0/82.2                | Withdrawn       | NY SMSA Limited         | 18 Lake Drive   | R-A         |
| FAR*                 | 30.3/30.4                | Withdrawn       | Partnership dba/Verizon |                 |             |
| Conditional Use      |                          | Withdrawn       |                         |                 |             |
| Height               | 35/50.3                  | Withdrawn       |                         |                 |             |
| Fence                |                          | Withdrawn       |                         |                 |             |
| Landscaping          |                          | Withdrawn       |                         |                 |             |
| Lake Fr Exception*   |                          | Approved        | Leonard & Helena        | 10 Cove Place   | R-A         |
| Pervious Buffer* 0/0 |                          | Approved        | Mazur                   |                 |             |
| Stone on Pillars     |                          | Approved        | David Caggiano          | 185 Boulevard   | R-AA        |
| Avg Front*+/-        | 51.44/54.11              | Approved        | Soumitra Mukherjee      | 44 Melrose Road | R-A         |
| Height/F*+           | 35.51/35.51              | Approved        | & Sima Roychowdhury     |                 |             |
| Height/NF*+          | 38.78/40.16              | Approved        |                         |                 |             |
| Stories*+            | 3.5/3.5                  | Approved        |                         |                 |             |

|               |             |           |                             |                |     |
|---------------|-------------|-----------|-----------------------------|----------------|-----|
| Fr Setback*   | 20.2/20.2   | Approved  | Ethan & Sarina<br>Grodofsky | 71 Lake Drive  | R-A |
| ILC*+         | 30.1/30.1   | Approved  | Joseph & Gretchen           | 110 Lake Drive | R-A |
| Front*+       | 67.19/64.75 | Approved  | Riccardi                    |                |     |
| Com Side*+    | 23.25/23.25 | Approved  |                             |                |     |
| Fr Setback*   | 58/44.7     | Approved  | Anthony & Atienne           | 169 Morris Ave | R-A |
| Side Setback* | 24.2/23.9   | Approved  | DeConciliis                 |                |     |
| Side*         | 21.2 /21.2  | Approved  | Dean Ferdico                | 250 Boulevard  | R-A |
| Front         | 40.5/38.5   | Approved  |                             |                |     |
| Height/NFR    | 38/40.13    | Approved  |                             |                |     |
| Height/F      | 35/37       | Withdrawn |                             |                |     |
| ILC           | 21.9/26.7   | Withdrawn |                             |                |     |
| FAR           | 15/25.5     | Withdrawn |                             |                |     |

\* Indicates a preexisting nonconformity

<sup>R</sup> Approved after revisions (reduction of request)

- Approval reflects reduced nonconformity

+ Applied under the Historic Preservation Ordinance

Nine (9) applications with thirty (30) variances were heard by the Board in 2017.  
Two (2) 2017 applications will be carried to 2018.

#### SUMMARY

|                             | FAR      | COV      | SETBACK   | OTHER     | TOTAL     |
|-----------------------------|----------|----------|-----------|-----------|-----------|
| Var. Approved as Submitted  | 0        | 1        | 7         | 7         | 15        |
| Variances App. w/ Reduction | 0        | 0        | 0         | 1         | 1         |
| Variances Denied            | 0        | 0        | 0         | 0         | 0         |
| Variances Withdrawn         | 3        | 3        | 3         | 5         | 14        |
| <b>TOTAL</b>                | <b>3</b> | <b>4</b> | <b>10</b> | <b>13</b> | <b>30</b> |

1. Of the sixteen (16) variances granted, thirteen (13) were pre-existing non-conformities.
2. There was one (1) variance granted that reflected a reduced non-conformity.
3. Nine (9) variances granted were on five (5) applications seeking relief under the standard bulk variances.
4. Seven (7) variances granted were on two (2) applications seeking relief under the bulk incentives for contributing dwellings.

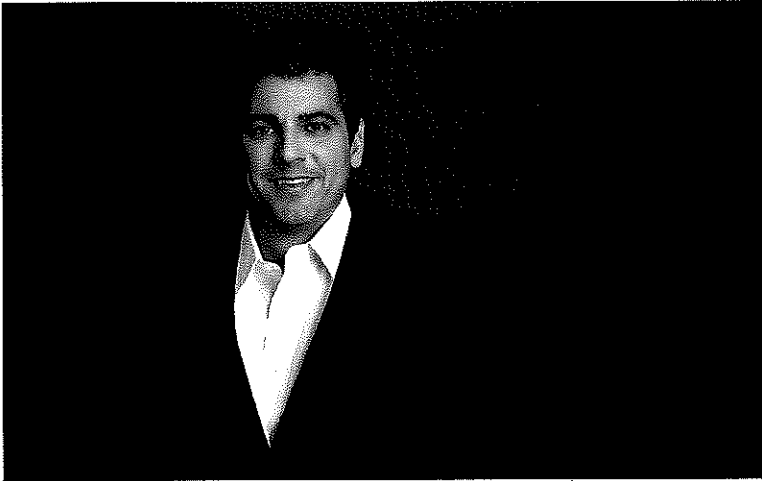
### Summary of previous Board of Adjustment Reports:

|      |                 |              |      |                 |              |
|------|-----------------|--------------|------|-----------------|--------------|
| 2016 | 15 applications | 30 variances | 2015 | 8 applications  | 18 variances |
| 2014 | 8 applications  | 19 variances | 2013 | 14 applications | 38 variances |
| 2012 | 16 applications | 38 variances | 2011 | 23 applications | 51 variances |
| 2010 | 24 applications | 42 variances | 2009 | 13 applications | 13 variances |
| 2008 | 18 applications | 44 variances | 2007 | 27 applications | 53 variances |
| 2006 | 30 applications | 53 variances | 2005 | 42 applications | 79 variances |
| 2004 | 41 applications | 80 variances | 2003 | 41 applications | 79 variances |
| 2002 | 29 applications | 62 variances | 2001 | 36 applications | 71 variances |
| 2000 | 39 applications | 61 variances | 1999 | 33 applications | 51 variances |
| 1998 | 27 applications | 47 variances | 1997 | 20 applications | 30 variances |
| 1996 | 22 applications | 37 variances | 1995 | 22 applications | 30 variances |
| 1994 | 20 applications | 28 variances | 1993 | 7 applications  | 11 variances |
| 1992 | 9 applications  | 10 variances | 1991 | 7 applications  | 9 variances  |

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Cynthia Shaw, Administrative Officer

cc. Russ Heiney, Fire and Building Subcode Official  
Rick DelGuercio, Tax Assessor  
Steve Gluck, Construction Official  
Members of the Mountain Lakes Planning Board



## Andrew L. Scott

Partner

Andrew Scott is a partner of PKF O'Connor Davies. He has over 13 years of accounting, auditing, tax and business advisory experience for clients that range from individuals to small and medium size businesses in various industry sectors.

He primarily services privately-held businesses, including partnerships and corporations.

Andrew actively participates in recruiting efforts for the firm by engaging in various on and off-campus recruiting events and conducting interviews.

Andrew grew up in Rutherford NJ and recently moved to Mountain Lakes NJ with his wife Alyson and son Richard.

### Professional Affiliations & Civic Involvement

- American Institute of Certified Public Accountants (AICPA)
- New Jersey Society of Certified Public Accountants (NJSCPA)

### Accreditations

- Certified Public Accountant (New Jersey)

### Education

- Montclair State University, Bachelor of Science degree in Accounting

### Contact Andrew

**201.639-5755**  
**ascott@pkfod.com**

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8 Oak Lane  
Mountain Lakes NJ 07046

(201) 463-0560  
[phyllisdeering@gmail.com](mailto:phyllisdeering@gmail.com)

To Whom it may concern,  
My name is Phyllis Deering and I've been a resident of Mountain Lakes for 24 years. I've always felt Mountain Lakes was a special community where the environment was valued and appreciated.

In the years I've lived in town I've been part of several committees and organizations. I've been chair and co chair of UN Weekend. I was a Girl Scout leader for 15 years. I was a committee member and chairperson for the Municipal Alliance Committee where we used census data to assess the Borough's risk factors for drug and alcohol abuse and applied for grants that we won and used to develop programs to address our risk factors. I was a founding member of the Fit For Life committee where we wrote bid specs for a new school lunch provider and developed curriculum and community programs to educate children and community members on nutrition. I ran the shopping spree at Wildwood School for several years and held various volunteer roles in all three schools.

By being part of the Shade Tree Commission I can help residents understand the importance of trees and native plants while working to keep our community beautiful and an environmental gem.

Thank you for your consideration

Phyllis Deering