



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES  
HELD AT THE BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES NJ  
MARCH 11, 2019  
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) Resolution 83-19, Executive Session**  
Matters of Personnel - Clerk's position

**5) COMMUNITY ANNOUNCEMENTS**

**6) SPECIAL PRESENTATIONS**

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

**8) PUBLIC COMMENT**

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

**9) BOROUGH COUNCIL DISCUSSION ITEMS**

a) Introduction of the 2019 Municipal budget

**10) ATTORNEY'S REPORT**

**11) MANAGER'S REPORT**

**12) ORDINANCES**

a) Introduction

b) Adoption

1. Ordinance 1-19, COLA

CALENDAR YEAR 2019 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK

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**13) \*CONSENT AGENDA ITEMS**

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

**\*RESOLUTIONS**

*R84-19, Authorization to pay bills*

*R85-19, Authorization to enter into a contract with Employee Benefits Consulting Services Group*

*R86-19, balance cancellations*

*R87-19, Authorization to hire a Class II Special Police Officer*



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**\*APPROVAL OF MINUTES**

***Regular Minutes***

*February 25, (All eligible)*

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

**\*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*

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**14) COUNCIL REPORTS**

**15) 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.

**16) NEXT STEPS AND PRIORITIES**

**17) ADJOURNMENT**

**Resolution 83-19  
RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION**

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

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

**WHEREAS**, the Governing Body wishes to discuss:

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

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

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

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on March 11, 2019.

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

Name	Motion	Second	Aye	Nay	Absent	Abstain
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						
Barnett						





**BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

# 2019 Budget Presentation

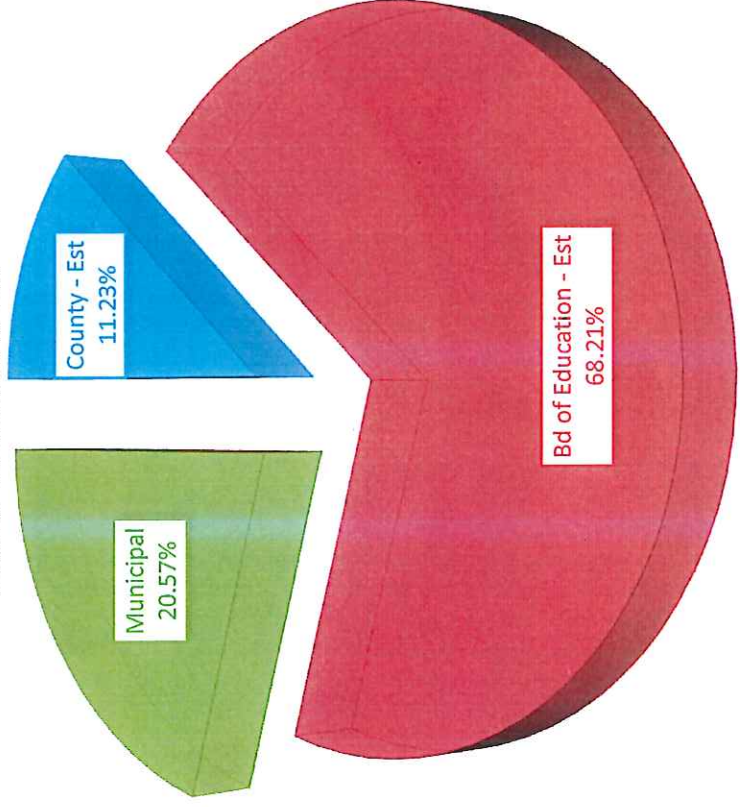
March 11, 2019





# The 2019 Municipal Budget represents approximately 20.57% of overall property taxes

PROPERTY TAX DISTRIBUTION  
2019 ESTIMATES





## The 2019 Municipal Budget funds the operations and capital needs of the Borough

- Public Safety (Police & Fire)
- Administration ( Manager, Clerk, Tax Assessor, Tax Collector, Financial Administration, Building Official, Planning, Zoning, Code Enforcement)
- Public Works (Roads, Sidewalks & Curbs, Garbage & Recycling, Water Infrastructure, Buildings & Grounds)
- Citizen Services (Recreation, Health, Animal Control)
- The Mountain Lakes Public Library
- Sunset Dam Rehabilitation (State-Required Project)
- Water Utility (wells, tanks, water mains, maintenance and upgrades)
- Sewer Utility (sewer mains, maintenance, upgrades, processing)



# 2019 Budget Process

- **November - December 2018:** Review of prior year's budget data and budget request submissions by department heads
- **December 2018:** Borough Manager review of departmental budget requests and discussion with department heads
- **December 2018 - February 2019:** Finance Advisory Committee meetings related to the budget
- **January - March 2019 (1/16/19, 1/22/19 and 3/5/19):** Borough Council Budget Working Sessions
- **February 2019 (2/11/19 and 2/25/19):** Budget discussions at Borough Council Meetings
- **March 2019 (3/11/19):** Budget Introduction
- **April 2019 (projected 4/8/19):** Budget Adoption





## 2019 Proposed Budget

- The 2019 Operating Budget is balanced at \$9,570,968
- The budget will increase by \$207,413 (+2.22%) over 2018
- The tax rate will increase from \$.53145 to \$.55787 (+4.97%) over 2018
- The “average” \$800,000 assessed home will see an increase of \$211.41 per year (\$17.62 per month)



## 2019 Proposed Budget

- The proposed budget utilizes \$1,459,338 of the Surplus (Fund Balance) to reduce the effective tax rate increase
- The proposed budget leaves \$627,871 in Fund Balance. In comparison, the 2018 budget left \$858,699 in Fund Balance.
- Utilizing the above Surplus, the net tax increase is calculated at 4.97% on the average home valued at \$800,000



# Significant Appropriations Increases in 2019

Item	\$ Increase	% Increase
Capital Improvement Fund	\$ 109,333	281.31%
Reserve for Tax Appeals	\$ 100,000	*
Tree Removal & Replanting	\$ 46,870	104.97%
Pension (PERS)	\$ 46,435	43.74%
Pension (PFRS)	\$ 44,099	11.82%
Hydro Raking	\$ 17,000	47.22%
Construction Code S&W	\$ 15,403	15.94%

\* - Line item did not exist in 2018 budget.





# The average monthly tax per property is \$371.92

**2019 Annual Budget:** \$9,570,968

**Taxable Properties (approximate):** 1530

**Average value of taxable properties:** \$800,000

**Average Borough tax per property:** \$4,462.99

**Average monthly tax per property:** \$371.92





**\$371.92**  
**per**  
**month**  
**provides:**

- Police Protection
- Fire Protection
- Emergency Medical Assistance
- Recreation Programs
- Lake Facilities
- Trash and Recycling Collection
- Public Works Department
- Construction Official and Office
- Zoning
- Planning
- Borough Clerk
- Borough Manager
- Financial Officer
- Health Services
- Code Enforcement
- Mountain Lakes Public Library





## 2019 Capital Improvement Plan

- The 2019 capital improvement program totals \$3,185,956.
- Of this amount, \$2,100,000 is for the rehabilitation of the Sunset Lake dam.
- Of the remaining \$1,085,956, the Borough has received a grant from the NJ DOT in the amount of \$222,000 to offset the cost of one of our road resurfacing projects.
- Taking the grant into consideration, the net cost for capital improvements (outside of the Sunset Dam rehabilitation) is reduced to \$863,956.





# 2019 Capital Budget Highlights

**Public Safety: \$84,085**

**Police Department**

- ✓ Fingerprint Station Replacement
- ✓ Electronic Sign Board Replacement

**Fire Department**

- ✓ Personal Protective Equipment
- ✓ Miscellaneous Equipment

**Public Works: \$871,716**

- ✓ Storm Water Management
- ✓ Curbs & Sidewalk Repair and Replacement
- ✓ Paving and Roadwork
- ✓ Facility Improvements
- ✓ Non-Emergency Vehicles

**Parks Maintenance: \$41,500**

- ✓ Tennis Court Surface Repair
- ✓ Tennis Court Fence Repair
- ✓ Midvale Park AED Installation

**Sunset Lake: \$2,100,000**

- ✓ Dam Rehabilitation



## Sewer Utility Budget Highlights

- The Sewer Budget is balanced at \$900,178
- The Sewer Budget will decrease by \$82,952 (-8.44%) over 2018
- It is anticipated that a sewer rate increase will be necessary due to bringing the sewer utility fund balance back to an acceptable level



## Water Utility Budget Highlights

- The 2019 Water Budget is balanced at \$864,788
- The Water Budget will increase by \$37,463 (+4.53%) over 2018
- It is anticipated that a water rate increase may be necessary since expenses are increasing while revenue decreased due to a drop in usage (compared to the previous year)
- The combination results in surplus not being regenerated and therefore not able to support future budgets.





**Thank you**



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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

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

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

The following represents the Manager's report for the Borough Council meeting of March 8, 2019.

**Morris County Parks – Prescribed Burn** – I have received correspondence from the Morris County Parks Commission advising that they will be conducting a prescribed burn in the Tourne County Park and are requesting the Borough's participation in approximately 4 acres of Richard Wilcox Park. The burn is conducted in collaboration with the New Jersey DEP, Division of Parks and Forestry.

The burn will be cost free to the Borough and will not utilize any of the Borough's resources. The Borough's Woodlands Committee is supportive of the effort. Attached to this report is a copy of the correspondence from the County.

**Conditions of Grant Awards** – In response to this question asked at a recent Borough Council meeting, I have been advised that regulations governing grant awards for public works projects require that the project be completed within two years of award. Application can be made to extend the completion date in certain circumstances (construction related). Grant awards must be used wholly as applied for. Requests to split the grant award into sections or separate projects, unless outlined in the award, if approved, would result in a prorating of the grant award to the first section(s), and the remaining section(s) would then have to reapply for a grant to cover the remaining section(s).

Please reach out with questions or concerns.

**Mitchell**



300 Mendham Road | P.O. Box 1295 | Morristown, New Jersey 07962-1295  
Telephone: 973.326.7600 | Fax: 973.644.2726 | TTY Relay: 7-1-1  
www.morrisparks.net

February 20, 2019

Dear Mayor Barnett:

The Morris County Park Commission (MCPC) is collaborating with the New Jersey Forest Fire Service (NJFFS), a unit of the New Jersey Department of Environmental Protection, Division of Parks and Forestry, to conduct prescribed burns of MCPC forests and meadows in 2019. A prescribed burn is tentatively planned for 30 acres at Tourne County Park in Denville Township. **The MCPC would like to request permission from Mountain Lakes Borough to include a small, 4-acre area of Richard Wilcox Park in the proposed burn area at Tourne County Park.** A map of the tentative burn plot is enclosed. The use of existing woods roads and trails as firebreaks facilitates the implementation of prescribed burns. We would like to utilize the existing White Trail as the eastern boundary of this burn plot, which would necessitate the inclusion of a small segment of Richard Wilcox Park.

The primary goal of the prescribed burn is to reduce the hazard for wildfire through the removal of accumulated vegetative fuels. Other goals include the control of non-native invasive species and enhancement of wildlife habitat. A prescribed burn plan for this area has been prepared and approved by the NJFFS and the MCPC. This comprehensive plan describes the proposed burn areas and addresses issues such as topography, necessary weather and wind conditions to allow the burn to proceed, fuel load, smoke management considerations, site preparation needs, necessary agency notifications, emergency medical procedures, necessary staffing levels, execution procedures, contingency plans, safety precautions, and a final go/no go checklist. The NJFFS conducts the prescribed burn while operating under the highest safety standards to minimize any risks to staff, the public, and public property. The prescribed burns will take place prior to June 15, 2019 only if conditions are in accordance with the approved burn plan.

The MCPC has been working with the NJFFS to conduct prescribed burns at its facilities since 2010. Prescribed burns have successfully been conducted at Lewis Morris County Park, Bamboo Brook Outdoor Education Center, Willowood Arboretum, the Elizabeth D. Kay Environmental Center and Mahlon Dickerson Reservation. The MCPC's Natural Resources Unit monitors ecological conditions in burned areas to aid in future decision making related to management burns. The NJFFS has also been conducting controlled burns without incident for many years in various other local natural areas including Hacklebarney State Park, Black River Wildlife Management Area, Schiff Nature Preserve and Highlands Ridge Park.






More information about the NJFFS Prescribed Burning Program can be found online at:  
[http://www.state.nj.us/dep/parksandforests/fire/prescribed\\_burning.htm](http://www.state.nj.us/dep/parksandforests/fire/prescribed_burning.htm).

Please let me know if the Borough approves the MCPC's request to include 4 acres of Richard Wilcox Park in its implementation of a prescribed burn at Tourne County Park. Please contact me with any questions at (973) 829-8417 or [kkovacevic@morrisparks.net](mailto:kkovacevic@morrisparks.net).



# 2018/2019 Prescribed Burning Program

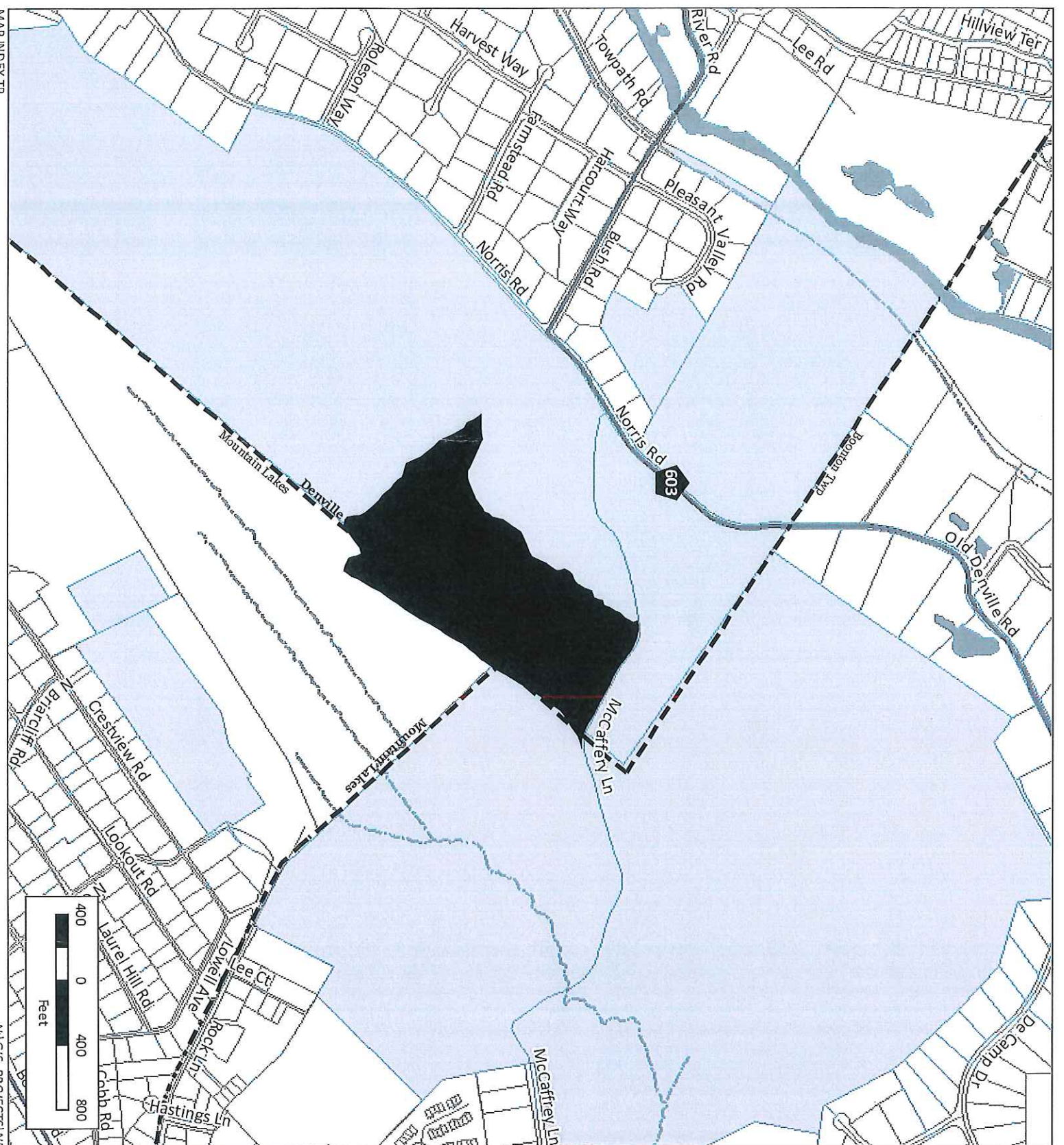
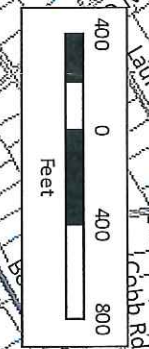
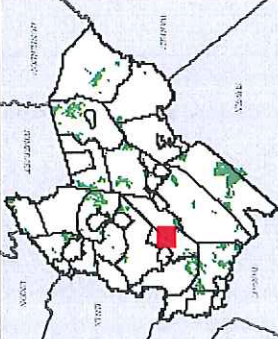
Tourne County Park

-  Park Boundary
-  Burn Plot
-  Tax Lot
-  Rivers/Streams
-  Lakes/Ponds

**evergreen**  
Environmental Services, Inc.

PO, Box 126, Morrisown, NJ 07962-1295  
300 Mendham Rd., Morrisown, NJ 07962  
<http://www.evergreenes.com>

Published: 2/20/2019  
Projection: NAD83 SR NJ HRS 29.00  
Source(s): Bazimap/Traiv/Burn Data, MCGIS 2019  
OS/Parcels, M/CPC 2019  
Imagery, MCGIS 2015



The information provided on this map was compiled by the Morris County Park Commission (MPC). MPC strives to provide the most accurate data and analysis possible, however we do not guarantee the accuracy of this product. MPC accepts no responsibility for any errors, omissions, or problems resulting from the use of this product. In no way does this product constitute a warranty or endorsement of any product or service. The information provided on this map is used to locate, identify and inventory land/ownership in Morris County for distribution, delivery, and contribution purposes only and is NOT to be construed or used as a legal instrument or for any other purpose without the express written consent of the MPC.



## RESOLUTION AND ORDINANCE REVIEW FOR THE MARCH 11, 2019 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

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### **RESOLUTIONS**

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**R85-19, Authorizing a Contract with Employee Benefits Consulting Services Group** – this resolution authorizes Employee Benefits Consulting Services Group, LLC to continue to serve as the agent responsible for the Borough's employee dental benefits. The contract amount has not changed from last year and is a continuation with the same provider. This resolution is usually moved with the annual reorganization packet, however it was inadvertently omitted this year. The contract has been reviewed and approved by the Borough's Manager and Attorney.

**R86-19, Capital Fund Balance Cancellations** – this resolution cancels remaining balances from past capital funding ordinances. The ordinance balances being cancelled were previously discussed and agreed to by Borough Council.

**R87-19, Resolution Appointing Special Police Officers**

An annual resolution appointing two Class II Police Specials was approved during the January reorganization meeting. The resolution usually consist of three officers, however, due to the retirement of one officer, the resolution only contained two names. Since then, Chief Bennett has identified an interested Officer. This resolution appoints the new Special Officer. Special Officers assist and augment police manpower as deemed appropriate by the Chief of Police.

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### **ORDINANCES**

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**Ordinance 1-19 – Ordinance to exceed the municipal budget appropriation limits and to establish a CAP bank** – this ordinance authorizes the Borough to increase the annual budget by up to 3.5% over the previous year, *if necessary*. This ordinance is adopted annually. Adoption of this ordinance is recommended by the Borough CFO and Auditor.

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

**ORDINANCE 1-19**

**CALENDAR YEAR 2019  
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO  
ESTABLISH A CAP BANK  
(N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 2.5% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

**WHEREAS**, N.J.S.A. 40A: 4-45.15a provides that a municipality may, when authorized by ordinance, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and,

**WHEREAS**, the Borough Council of the Borough of Mountain Lakes in the County of Morris finds it advisable and necessary to increase its CY 2019 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Borough Council hereby determines that a 1% increase in the budget for said year, amounting to \$61,160.21 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

**WHEREAS** the Borough Council hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

**NOW THEREFORE BE IT ORDAINED**, by the Borough Council of the Borough of Mountain Lakes, in the County of Morris, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2019 budget year, the final appropriations of the Borough of Mountain Lakes shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$214,060.74, and that the CY 2019 municipal budget for the Borough of Mountain Lakes be approved and adopted in accordance with this ordinance; and,

**BE IT FURTHER ORDAINED**, that any that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance as introduced be filed with the Director of the Division of Local Government Services within 5 days of introduction; and,

**BE IT FURTHER ORDAINED**, that a certified copy of this ordinance upon adoption, with the recorded vote included thereon, be filed with said Director within 5 days after such adoption.

Introduced: 2/25/2019

Adopted:

Name	Motion	Second	Aye	Nay	Absent	Abstain	Motion	Second	Aye	Nay	Absent	Abstain
Happer	X		X									
Horst		X	X									
Korman			X									
Lane			X									
Menard			X									
Shepherd			X									
Barnett			X									

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

\_\_\_\_\_  
Lauren Barnett, Mayor

**LEGAL NOTICE OF FINAL ADOPTION**

NOTICE is hereby given that the above Ordinance was introduced and passed on first reading at a meeting of the Borough Council of the Borough of Mountain Lakes, in the County of Morris, State of New Jersey, held in the municipal building on the 25<sup>th</sup> day of February 2019, and the same came up for final passage at a meeting of the said Borough Council on the 11th day of March 2019 at which time, after persons interested were given an opportunity to be heard concerning said ordinance, the same was passed and will be in full force in the Borough according to law. By order of the Borough Council of the Borough of Mountain Lakes, County of Morris and State of New Jersey.

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



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

**RESOLUTION 84-19**

**“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 **March 11, 2019** and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on March 11, 2019.

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

Name	Motion	Second	Aye	Nay	Absent	Abstain
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						
Barnett						

## List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Check#	Vendor	Description	Payment	Check Total
15409	124 - AC DAUGHTRY, INC.	PO 20083 DPW - CENTRAL STATION MONITORING -	164.70	
		PO 20083 DPW - CENTRAL STATION MONITORING -	60.00	224.70
15410	3861 - SYNCB/AMAZON	PO 19893 ORDER# 114-2413115-1425064	34.99	
		PO 20034 POLICE ORDER: 114-7027616-3680227 &	37.99	72.98
15411	189 - ANCHOR ACE HARDWARE	PO 19946 BIRCHWOOD BEACH PROJECT - BLANKET 2	34.38	
		PO 20127 WATER DEPARTMENT - EQUIPMENT, TOOLS	59.29	93.67
15412	189 - ANCHOR ACE HARDWARE	PO 20128 DPW - STREETS & ROADS - BLANKET 201	353.59	353.59
15413	102 - ANDERSON & DENZLER ASSOC., INC	PO 20194 JANUARY 2019 ESCROW PROFESSIONAL SE	81.65	
		PO 20221 JUNE 2018 PROFESSIONAL SERVICES - P	432.80	514.45
15414	2636 - ATLANTIC COMMUNICATIONS ELECTRONICS	PO 20048 DPW - EQUIPMENT REPAIR	440.96	440.96
15415	220 - ATLANTIC SALT, INC.	PO 20111 DPW - SNOW REMOVAL - BLANKET 2019	10,141.30	10,141.30
15416	3828 - BOROUGH OF MADISON	PO 20216 JANUARY 2019 IT SERVICES	703.80	703.80
15417	3381 - CEUNION	PO 19962 TAX COLLECTOR: WHO OWNS YOUR GOVT.	95.00	95.00
15418	3783 - CINTAS, CORP. - UNIFORM RENTALS	PO 20047 DPW - UNIFORM RENTAL - BLANKET 2019	325.00	
		PO 20047 DPW - UNIFORM RENTAL - BLANKET 2019	179.48	504.48
15419	3783 - CINTAS, CORP. - UNIFORM RENTALS	PO 20047 DPW - UNIFORM RENTAL - BLANKET 2019	465.45	465.45
15420	3184 - CONSTELLATION NEWENERGY, INC	PO 20209 DEC 2018/JAN 2019 STREET LIGHTING:	572.66	572.66
15421	2396 - COUNTY WELDING SUPPLY CO.	PO 20125 DPW - EQUIPMENT & TOOLS - BLANKET 2	46.55	46.55
15422	3382 - CUSTOM BANDAG	PO 20109 DPW - EQUIPMENT REPAIR	1,847.84	1,847.84
15423	436 - CY DRAKE LOCKSMITH, INC.	PO 20141 BOROUGH HALL MAINTENANCE - POLICE D	604.20	604.20
15424	506 - DAN COMO & SONS, INC	PO 19972 SOLID WASTE - LEAF & BRUSH REMOVAL	3,840.00	3,840.00
15425	4010 - DANIEL & ANNE CAPRA	PO 20049 STATE TAX APPEAL REFUND 20108 - RES	3,033.00	3,033.00
15426	3367 - NEW JERSEY EZ PASS	PO 19918 POLICE: TOLLS - 2019 BLANKET ACCT#	2.00	2.00
15427	3983 - ENVIRONMENTAL SERVICE & EQUIPMENT C	PO 20046 WATER DEPARTMENT - CHLORINE INJECTI	1,875.00	1,875.00
15428	3921 - EVERBRIDGE, INC	PO 20165 ADMIN: 2019 NIXLE ENGAGE	3,500.00	3,500.00
15429	1170 - FERGUSON ENTERPRISES #501	PO 20113 WATER DEPARTMENT - EQUIPMENT & TOOL	93.32	93.32
15430	4014 - JENNIFER R. JACOBUS, ESQ.	PO 20054 STATE TAX APPEAL REFUND 2017/2018 -	12,787.00	12,787.00
15431	826 - GENERAL PLUMBING SUPPLY, INC	PO 20145 BIRCHWOOD BEACH PROJECT - BLANKET	2,500.00	2,500.00
15432	831 - GFOA OF NJ	PO 20172 2019 GFOA of NJ Northern Area Progr	30.00	30.00
15433	4008 - JENNIFER R. JACOBUS, ESQ.	PO 20055 TAX APPEAL REFUND 2017/2018 - RESOL	10,758.00	10,758.00
15434	859 - JCP&L	PO 20210 ACCT#100 075 505 725 - BILL PRD: 1	3.15	3.15
15435	1062 - JOHNNY ON THE SPOT, LLC	PO 20219 FEB/MAR 2019 - CUST ID# 014738 - PO	160.00	160.00
15436	3399 - KAY PRINTING	PO 20056 CONSTRUCTION OFFICE INSPECTION STIC	354.00	354.00
15437	1363 - M.J. CORIGLIANO	PO 20175 DPW - VEHICLE REPAIR	300.00	300.00
15438	1851 - MAJOR AUTOMOTIVE INSTALLATIONS	PO 19847 CODE ENFORCEMENT: VEHICLE UPFITTING	1,662.94	1,662.94
15439	2790 - MC PUBLIC SAFETY TRAINING ACADEMY	PO 19915 POLICE: 2018 Range Usage	280.00	280.00
15440	2308 - MCNERNEY & ASSOCIATES, INC.	PO 20217 DEC 2018 LEGAL SERVICES	675.00	675.00
15441	1338 - MGL PRINTING SOLUTIONS, LLC	PO 19986 CLERK: MARRIAGE CERT BINDER	77.00	
		PO 20027 CUST# M135 - WINDOW ENVELOPES	206.50	
		PO 20201 CLERK: MINUTE BOOKS	253.00	536.50
15442	3922 - MOUNTAIN LAKES BAGEL, INC	PO 20011 DPW - EMERGENCY MEALS - 2019 BLANKE	45.00	45.00
15443	1371 - MTN. LAKES BOARD OF EDUCATION	PO 20204 MARCH 2019 MTN LAKES SCHOOL DISTRIC	1,914,102.82	1,914,102.82
15444	2270 - MUNICIPAL SOFTWARE, INC.	PO 19874 2019 ANNUAL MAINTENANCE AND SUPPORT	3,759.34	
		PO 19874 2019 ANNUAL MAINTENANCE AND SUPPORT	3,759.33	
		PO 19874 2019 ANNUAL MAINTENANCE AND SUPPORT	408.00	
		PO 19874 2019 ANNUAL MAINTENANCE AND SUPPORT	3,759.33	11,686.00
15445	1472 - MURPHY, MCKEON P.C.	PO 20215 JANUARY 2019 LEGAL SERVICES	3,915.00	3,915.00
15446	1472 - MURPHY, MCKEON P.C.	PO 20220 FEB 2019 PROFESSIONAL SERVICES - RE	4,166.66	4,166.66
15447	881 - NCX	PO 19879 BLANKET: 2019 DNS HOSTING / ACCT# G	21.95	21.95
15448	3844 - NJSLOM	PO 19892 NJLM BUDGETING SEMINAR - 3/2/19	150.00	
		PO 20169 FINANCE: WEBINAR - 3/1/19	35.00	185.00
15449	1559 - NJ STATE ASSOC. OF CHIEFS OF POLICE	PO 19989 POLICE: 2019 MEMBERSHIP DUES	275.00	275.00
15450	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 20176 FEBRUARY 2019 DENTAL PREMIUMS - GRO	2,838.00	2,838.00
15451	1602 - OFFICE BUSINESS SYSTEMS HOLDING, IN	PO 20173 2019 RECORDING MACHINE MAINTENANCE	663.00	663.00
15452	3173 - OPTIMUM	PO 20211 ACCT# 07876-603439-01-8 / BILL PRD:	71.69	71.69
15453	479 - PARKER PUBLICATIONS	PO 20139 ACCT# 010902 ZBOA/PLANNING BRD - 2	162.15	162.15
15454	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 20166 COAH-January 2019	813.75	813.75
15455	3781 - PHOENIX ADVISORS, LLC	PO 18893 2018 CONTINUING MARKET DISCLOSURE C	1,150.00	1,150.00
15456	1787 - R & J CONTROL, INC.	PO 20038 DPW - BUILDING MAINTENANCE - BLANKE	738.00	738.00
15457	1734 - READYREFRESH BY NESTLE	PO 20180 ACCT# 0016496903 - 1/13/19 to 2/12/	101.29	101.29
15458	1800 - ROMA PIZZERIA	PO 20150 DPW - EMERGENCY MEALS	194.30	194.30
15459	3871 - ROUTE 46 CHRYSLER, LLC	PO 20100 POLICE DEPARTMENT - VEHICLE REPAIR	1,297.00	1,297.00
15460	3695 - RT 23 PATIO & MASON CENTER, LLC	PO 20116 BIRCHWOOD BEACJ PROJECT	1,284.00	1,284.00
15461	1832 - RYDIN DECAL	PO 20151 2019 PARKING DECALS	297.00	297.00
15462	1948 - SHEAFFER SUPPLY, INC.	PO 19947 DPW & WATER DEPARTMENTS - EQUIPMENT	107.39	107.39



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

Check#	Vendor	Description	Payment	Check Total
15463	2108 - THE UPS STORE 4650	PO 19921 POLICE: 2019 POSTAGE FOR DRAEGER -	15.19	15.19
15464	2037 - TJ'S SPORTWIDE TROPHY & AWARDS, INC	PO 20192 BOA/PLANNING: NAME PLATES	48.00	48.00
15465	2999 - TONY SANCHEZ LTD.	PO 20147 DPW - EQUIPMENT REPAIR	664.00	664.00
15466	1536 - TREAS, STATE OF NJ - D.O.H.	PO 20187 JANUARY 2019 DOG LICENSING FEE	451.20	451.20
15467	2536 - UNUM LIFE INSURANCE COMPANY	PO 20177 MAR 2019 STD/LTD / LIFE INSURANCE	2,850.39	2,850.39
15468	3869 - VAG USA, LLC	PO 20115 WATER DEPARTMENT - EQUIPMENT & TOOL	498.00	498.00
15469	2182 - WEST CHESTER MACHINERY & SUPPLY CO.	PO 19985 DPW - EQUIPMENT REPAIR - BLANKET 20	771.51	771.51
TOTAL				2,008,484.83

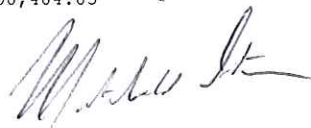
Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	4,003.50			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	150.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	661.50			
01-201-20-130-020	FINANCE - OTHER EXPENSES	3,824.33			
01-201-20-140-020	COMPUTER SERVICES	455.45			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	95.00			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	8,006.66			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	353.19			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	270.11			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	354.00			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	5,688.39			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	600.48			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	71.69			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	15,980.59			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	740.48			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	1,597.00			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	160.00			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	3.15			
01-203-20-130-020	(2018) FINANCE - OTHER EXPENSES		1,150.00		
01-203-20-155-020	(2018) LEGAL SERVICES - OTHER EXPENSE		750.00		
01-203-20-165-020	(2018) ENGINEERING SERVICES		432.80		
01-203-25-240-020	(2018) POLICE DEPT - OTHER EXPENSES		280.00		
01-203-26-305-020	(2018) SOLID WASTE - OTHER EXPENSES		3,840.00		
01-203-31-436-020	(2018) ELECTRICITY - STREET LIGHTING		572.66		
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			1,914,102.82	
01-260-05-100	DUE TO CLEARING			0.00	1,990,721.80
01-275-55-000-000	RESERVE FOR TAX APPEALS			26,578.00	
<b>TOTALS FOR</b>	<b>Current Fund</b>	<b>43,015.52</b>	<b>7,025.46</b>	<b>1,940,680.82</b>	<b>1,990,721.80</b>
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			3,818.38	
04-215-55-984-000	2018 CAPITAL ORDINANCE 4-18			3,537.94	
04-260-05-100	DUE TO CLEARING			0.00	7,356.32
<b>TOTALS FOR</b>	<b>General Capital</b>	<b>0.00</b>	<b>0.00</b>	<b>7,356.32</b>	<b>7,356.32</b>
05-201-55-520-520	Water Operating - Other Expenses	4,794.94			
05-260-05-100	DUE TO CLEARING			0.00	4,794.94
<b>TOTALS FOR</b>	<b>Water Operating</b>	<b>4,794.94</b>	<b>0.00</b>	<b>0.00</b>	<b>4,794.94</b>
07-201-55-520-520	Sewer Operating - Other Expenses	3,938.82			
07-260-05-100	DUE TO CLEARING			0.00	3,938.82
<b>TOTALS FOR</b>	<b>Sewer Operating</b>	<b>3,938.82</b>	<b>0.00</b>	<b>0.00</b>	<b>3,938.82</b>

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
13-260-05-100	DUE TO CLEARING			0.00	859.20
13-286-56-000-000	RESERVE - ANIMAL LICENSE FUND			408.00	
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			451.20	
<b>TOTALS FOR</b>	<b>Animal Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>859.20</b>	<b>859.20</b>
20-260-05-100	Due to Clearing			0.00	813.75
20-300-60-000-000	RESERVE FOR COAH			813.75	
<b>TOTALS FOR</b>	<b>COAH</b>	<b>0.00</b>	<b>0.00</b>	<b>813.75</b>	<b>813.75</b>

Total to be paid from Fund 01 Current Fund	1,990,721.80
Total to be paid from Fund 04 General Capital	7,356.32
Total to be paid from Fund 05 Water Operating	4,794.94
Total to be paid from Fund 07 Sewer Operating	3,938.82
Total to be paid from Fund 13 Animal Trust	859.20
Total to be paid from Fund 20 COAH	813.75
	-----
	2,008,484.83





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

Check#	Vendor	Description	Payment	Check Total
5132	102 - ANDERSON & DENZLER ASSOC., INC	PO 20193 DECEMBER 2018 ESCROW PROF SERVICES	320.20	
		PO 20197 JAN 2019 - ESCROW PROFESSIONAL SERV	3,460.76	3,780.96
5133	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 20195 JANUARY 2019 ESCROW PROFESSIONAL SE	852.50	852.50
TOTAL				4,633.46

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	4,633.46
17-500-00-050-231	Sunrise Senior Living Management			1,274.58	
17-500-00-050-232	Atlantic Health System			81.65	
17-500-00-050-304	New Land Mt. Lakes, LLC.			1,555.53	
17-500-00-091-308	35 POLLARD ROAD LLC			320.20	
17-500-00-091-310	PULTE GROUP - ENCLAVE SITE INSPEC. FEE			1,401.50	
<b>TOTALS FOR</b>	<b>Developer's Escrow</b>	<b>0.00</b>	<b>0.00</b>	<b>4,633.46</b>	<b>4,633.46</b>

Total to be paid from Fund 17 Developer's Escrow

4,633.46  
=====

4,633.46

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

Check#	Vendor	Description	Payment	Check Total
5236	3997 - ALEX GOTTHELF	PO 20200 HPC: REIMBURSEMENT	40.00	40.00
5237	214 - ARISTOCRAT LIMOUSINE & BUS COMPANY	PO 19724 2019 SKI CLUB - BUS TRIPS - BLANKET	1,550.00	1,550.00
5238	4024 - MARK HOFFMAN	PO 20198 HPC: REIMBURSEMENT	75.00	75.00
5239	3878 - PAUL ZIMMERMAN FOUNDRIES	PO 20178 HPC: HAPGOOD HOUSE #225	216.30	
		PO 20179 HPC: HAPGOOD HOUSE #185 & 355	414.60	630.90
5240	4022 - ROBERT INFANTE	PO 20199 HPC: REIMBURSEMENT	53.34	
		PO 20218 HPC: REIMBURSEMENT	41.45	94.79
5241	4016 - ROBERT WAGMILLER	PO 20064 WOODS & LAKE RUN - REIMBURSEMENT	280.00	280.00
5242	4021 - TRISTATE TIMING, LLC	PO 20212 2019 WOOD N LAKE RUN: TIMING SERVIC	287.50	287.50
TOTAL				2,958.19

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	PROVIDENT BANK			0.00	2,958.19
33-600-00-090-000	Recreation Trust Reserves			2,958.19	
<b>TOTALS FOR</b>	<b>Recreation Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>2,958.19</b>	<b>2,958.19</b>

Total to be paid from Fund 33 Recreation Trust

2,958.19  
=====

**BOROUGH OF MOUNTAIN LAKES**  
**COUNTY OF MORRIS, NJ**  
**RESOLUTION 85-19**

**“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 **2019 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 **2019** 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 March 11, 2019.

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

Name	Motion	Second	Aye	Nay	Absent	Abstain
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						
Barnett						



**Borough of Mountain Lakes**  
**Contract Review Checklist**  
**Vendor/Professional: Employee Benefits Consulting Services Group**

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	✓	VAE
Corporate Disclosure	Goods and Services; Professional Services	Disclosure affidavit provided.	np	VAE
Insurance	All Contracts	Proof of insurance as required by RFP, Specifications, or Contract		
Debarment	Public Works	Vendor 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	3/1/19	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.	✓	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: 2/28/2019

no change in fee

**PRODUCER AGREEMENT**  
**Between**  
**The Vozza Agency Inc.**  
**And**  
**Employee Benefits Consulting Services Group, LLC**

This agreement is entered into between The Vozza Agency Inc., 77 Market Street, Park Ridge, NJ 07656 and Employee Benefits Consulting Services Group, LLC (herein after referred to as Producer) 122 Parish Drive, Wayne, NJ 07470 on this 1<sup>st</sup> day of January 2019.

**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 24<sup>th</sup> day of January 2019 to be effective January 1st, 2019 and;

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

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



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

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

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



- K. Consult with Fund Member(s) concerning plan design options in accordance with Fund objectives. When requested by member town, provide advice and attendance with union negotiations regarding proposed plan changes and communicate any proposed changes to The Vozza Agency, within the Fund's Benefit Change Policy/Procedure for processing such change. Program Manager will present such changes for approval in accordance with the Fund's procedures. Coordinate all appropriate revisions to plan documents with The Vozza Agency as necessitated by such changes.
- L. Promptly communicate to The Vozza Agency, any written complaints or claim appeals received by the Producer and assist in the resolution of same according to Fund's policies and procedures.
- M. Maintain a complaint log, for Member(s) and/or its covered persons including the resolution of the same. The log shall be submitted to The Vozza Agency by the fifth (5) working day of each month, covering prior month's activity.
- N. Keep informed on the funds operations as to the extent allowed by the Fund and apprise Fund Member(s) on Fund matters of importance to them as to the extent Producer should be aware of such matters.
- O. Unless the Commissioner of Insurance otherwise permits, the Producer shall handle to conclusion all claims and other obligations incurred during the contract period.
- P. Any other related services required as may be agreed between The Vozza Agency and the Producer or as requested by the Fund in writing and agreed to by Producer in writing.
- Q. Producer shall fully comply with all Federal, State and Local Laws, including but not limited to, all compensation disclosure.
- R. Producer agrees to comply with the bylaws and any other requirements adopted by the Fund's Executive Committee which may be amended from time to time. A copy of the current bylaws are available on the fund's website.
- S. 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.
- T. In the event the Producer loses Broker of Record designation, Producer shall immediately notify our office and cease all services on any impacted member in accordance with this agreement.

## **II. TERM**

The term of this agreement shall be for one year commencing on January 1, 2019, unless terminated in accordance with the terms and conditions of this Agreement.

### III. FEES

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

### IV. RELATIONSHIP OF PARTIES

This Agreement does not in any way create the relationship of joint venture, partnership or principal and agent between The Vozza Agency and the Producer. The Producer at all times shall be an independent contractor and employees of the Producer shall in no manner be considered employees of The Vozza Agency. No agency relationship between the parties, except as expressly provided for herein, shall exist either as a result of the execution of this Agreement or performance thereunder.

### V. INSURANCE

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

- ① Comprehensive General Liability: Covering bodily Injury, property damage, personal injury with a minimum limit of liability per occurrence of \$1,000,000/2,000,000 CSL.
2. Professional Liability Insurance (Errors and Omissions): A minimum limit of liability of \$2,000,000/2,000,000 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 bylaw 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, Producer shall notify the fund immediately and 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. NON-DISPARAGEMENT**

Producer agrees that it will not, in any way or in any manner, disparage, or make negative, disparaging or derogatory comments or statements about the Fund, The Vozza Agency, its employees, officers, representatives or directors, its reputation or operations. The Vozza Agency agrees that its officers and directors will not make negative, disparaging, or derogatory comments or statements about Producer.



## **IX. 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 statues 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.**

#### **X. 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.

#### **XI. NON-SOLICITATION**

Producer agrees that it shall not, directly or indirectly, influence or encourage any Fund member recruited by The Vozza Agency or another Producer which has subcontracted with The Vozza Agency, and which is not already a client of the Producer, to alter or terminate its business relationship 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, influence or encourage any Fund member of the Producer to alter or terminate its business relationship developed by Producer.



**XII. CHOICE OF LAW**

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

**XIII. 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.

**XIV. 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.

**XV. 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.

**XVI. 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.

**XVII. 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.

**XVIII. 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.



**XIX. 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.

**XX. NO ASSIGNMENT**

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

**XXI. 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").

**XXII. 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.

**XXIII. 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, LLC  
122 Parish Drive  
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, LLC    The Vozza Agency Inc.

Signature: Joseph M. Rude

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

Print Name: Joseph M. Rude

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

Date: 2-27-2019

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

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_





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

**RESOLUTION 87-19**

**“RESOLUTION APPOINTING SPECIAL POLICE OFFICER”**

**WHEREAS**, the Chief of Police has recommended and the Borough Manager has approved the following individuals to be appointed to serve as Special Police Officers as identified below:

Class II Special Police Officer                      James R. Schicke

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey that said officers have been duly appointed for the 2019 calendar year in accordance with N.J.S.A. 40A: 14-140, and 146.10.

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 March 11, 2019.

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

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES  
 FEBRUARY 25, 2019  
 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 9, 2019 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**

<b>Roll Call</b>	<b>Present</b>	<b>Absent</b>		<b>Present</b>	<b>Absent</b>
Happer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Menard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Horst	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shepherd	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Korman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barnett	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lane	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

**FLAG**

Mayor Barnett led the salute to the flag.

**COMMUNITY ANNOUNCEMENTS**

Mayor Barnett stated that the Garden Club will be making a presentation at the Library. The Radon and Lead Test kits are available through Borough Hall through April. Mr. Happer commented on the number of hours that the Fire Department puts in.

Chief Bennett commented on his meeting with Trans Options. They will be reviewing the Wildwood School traffic issues. He spoke about crosswalk signs.

**PUBLIC COMMENT**

Mayor Barnett opened the meeting to the public

There was no one who wished to comment.

**BOROUGH COUNCIL DISCUSSION ITEMS**

**Capital Budget: 2018 Year End Review and Prior Years Unspent**

Mr. Stern commented on all of the open capital items for 2018. He stated that most open capital projects will be continued and completed in 2019. Leftover funding from prior years was discussed.

**Proposed 2019 Capital Budget**

There was a discussion regarding the 2019 Capital budget. The timing of the bonding of the dam project was discussed. The components of the Public Safety, Public Works and the Sunset Dam budgets were discussed. There was a discussion regarding adding Morris Avenue road repairs to the budget. Mr. Stern was asked to put some thought into seeing where money can be saved or projects amended to add the Morris Avenue project.

There was a discussion regarding having a budget meeting on Tuesday March 5<sup>th</sup> at 5pm.

**2018 Borough Council Goals Year End Review**

The 2018 Council goals were reviewed.

**2019 Borough Council Goals**

The 2019 Council goals were discussed. There was a discussion regarding the new recycling program and how to inform the public. The Manager's goals were discussed. Mr. Stern stated that his goal is to move Borough projects to completion.

**ATTORNEY'S REPORT**

Update on Affordable Housing Litigation





**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES  
 FEBRUARY 25, 2019  
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Mr. Oostdyk stated that the Borough's affordable housing plan was approved by the Court. This plan is valid through 2025. The plan needs to be implemented by June of 2020. Ordinances will need to be adopted.

**MANAGER'S REPORT**

Mr. Stern reviewed his report. The topics included Capital Budget, Boulevard Ash Trees, Municipal Liability Insurance and the Beach Project. Mr. Stern stated that the budget to replace trees has doubled over last year.

**ORDINANCES**

**Introduction of Ordinance 1-19, COLA**

**CALENDAR YEAR 2019 ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK**

Council member	M	2nd	Yes	No	Abstain	Absent
Happer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Horst	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Korman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lane	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menard	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shepherd	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Mayor Barnett stated that there will be a joint meeting of the Borough and the Board of Education to discuss shared services and the DPW Superintendent position. The meeting should take place on March 25<sup>th</sup>.

**\*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**

- R79-19, Authorization to pay bills
- R80-19, Authorizing a professional services agreement with Phoenix Advisors as Continuing Disclosure Agent
- R81-19, Approving the certification list of Volunteer Members of the Mountain Lakes Fire Department
- R82-19, Approving amendments to the Lincoln Deferred Compensation Fund

**\*APPROVAL OF MINUTES**

- Regular minutes of January 28, 2019, (Korman not eligible) pulled
- Regular minutes of February 11, 2019, (All eligible)
- Executive minutes of February 11, 2019, (All eligible)

**\*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
- Property maintenance report

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

- Joseph Di Pompeo to the Economic Development Advisory Committee through 12/31/2019
- Sueanne Sylvester to the Affordable Housing Advisory Committee through 12/31/19





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**\*Approval of the Consent Agenda**

<i>Council member</i>	<i>M</i>	<i>2nd</i>	<i>Yes</i>	<i>No</i>	<i>Abstain</i>	<i>Absent</i>
<i>Happer</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Horst</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Korman</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Lane</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Menard</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Shepherd</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Barnett</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**COUNCIL REPORTS**

Mr. Happer reported on the Finance Advisory Committee. The future impact of debt service was discussed. Ms. Korman stated that the Shade Tree Ordinance needs to be revised. They would like to come before the Council the first meeting in April. Mayor Barnett stated that the Memorial Day Committee met. There are some potential new members. Ms. Horst reported on Green Team. They will have a table with educational material at the Trout Derby. Ms. Lane reported on Environmental Commission. They are working on the Environmental Inventory and ordinances. Ms. Lane reported on the DPW committee. The Beach project, recycling and sidewalks and curbs were discussed. Mr. Shepherd stated that Historic Preservation met. Mr. Menard reported on Recreation. Summer programs were discussed. The director asked that the lights at the fields stay on until 8pm to accommodate practices.

**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.

There was no one from the public present.

**NEXT STEPS AND PRIORITIES**

Mayor Barnett reviewed the following next steps and priorities:

Next Step	Completed by	Completion date
Notice for budget meeting	Valerie Egan	Tuesday 2/26

**ADJOURNMENT at 11:45 P.M.**

Motion made by Councilmember Happer, second by Councilmember Lane to adjourn the meeting at 11:45 p.m., with all members in favor signifying by "Aye".

Respectfully Submitted

Valerie A Egan Borough Clerk