



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
MAY 29, 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

Roll Call	<u>Present</u>	<u>Absent</u>		<u>Present</u>	<u>Absent</u>
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 type="checkbox"/>	<input checked="" type="checkbox"/>			

FLAG

Mayor Barnett led the salute to the flag.

COMMUNITY ANNOUNCEMENTS

Mayor Barnett announced that the Memorial Day Parade and Ceremony was a very special day for Mountain Lakes. It was a day for the community to come together and pay tribute to those who have made the ultimate sacrifice for us and our freedom. It was great to have our Congresswomen Mikie Sherrill there and the other grand Marshall, Pete Hass, who is a 92 year old Korean War Veteran. Mayor Barnett wants to thank the Department of Public works for going above and beyond to get everything ready for the event. She also thanked the police department, and anyone else who helped with the event, especially the Memorial Day Committee.

On Sunday, June 2 from 11-5 there will be the 2nd annual Art at the Esplanade. On Saturday, June 8 the Mountain Lakes Volunteer Fire Department will be hosting a town wide garage sale. People can have garage sales at their own homes and the Fire Department will put together a map and information to the public to help find where the garage sales are. Council Member Korman thanked Deputy Mayor Shepherd explaining that some Council Members joined the middle school and went into the 8th grade Social Studies class to facilitate a mock Borough Council meeting. There was a budget review and Deputy Mayor Shepherd gave a great view of what the Council really does as far as the budget.

PUBLIC COMMENT

Mayor Barnett opened the meeting to the public
There was no one in the public wishing to speak.

MANAGER'S REPORT

Morris Ave DOT Grant Award – Manager Mitchell Stern previously mentioned that the Borough will need to determine its funding source for its portion of the Morris Avenue project. The Borough's responsibility is \$99,690 of the estimated project cost. The estimated cost for the project is \$598,690 and the grant that was received is \$499,000. The Borough is required to put down 5% of the \$99,690 which is \$4,985 and that will come from the Capital Improvement Fund. Mr. Stern recommends financing the remaining \$94,705 through a Capital Improvement Bond. The Council unanimously supported Mr. Stern's recommendation of financing the remaining \$94,705 through a Capital Improvement Bond.

Zeris Inn Site – Manager Stern has been in receipt of a letter from Mr. John J. Veteri, ESQ. Mr. Veteri represents Highview Hospitality, LLC, who is the contract purchaser of the Zeris Inn property. Mr. Veteri is inquiring on behalf of his client as to the Borough's willingness to consider a zone change to the property. Borough Attorney Robert Oostdyk recommends that the Council let the developer know that the first step is to have their professionals contact the Borough's Planner Paul Phillips. The Council agreed with his recommendation.

Special Law Enforcement Officer II Appointment – Mountain Lakes Police Chief Shawn Bennett has requested the appointment of Special Officer Jeffrey D. Sims as a Special Law Enforcement Officer II. The additional Special Officer will



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provide the Chief with improved scheduling flexibility. A resolution for this appointment is included in the Consent Agenda this evening.

Sunset Lake Dam Rehabilitation Loan Documents – Manager Stern provided a copy of the State of NJ DEP loan documents that the Borough has been approved for as well as a copy of an edited draft resolution to the Council. The resolution will be finalized and presented to the Borough Council at the next meeting. The loan documents have been reviewed by the Borough Attorney.

ORDINANCES TO ADOPT

Borough Attorney Robert Oostdyk explained that sometime ago the Borough submitted a plan to meet our Affordable Housing Obligation. This plan has already been approved by the court. The Borough was given a certain time to adopt the six Affordable Housing ordinances. We will have a court hearing next month where the court will determine if we have implemented the six ordinances. The Planning Board did their part by adopting a Fair Share Plan and Housing Element and the Council is responsible to adopt the Ordinances. After introduction the six ordinances were sent to the Planning Board for review and they determined that the six ordinances were consistent with the Master Plan. Mr. Oostdyk also stated that changes or amendments can be made to the ordinances in the future if need be.

1) Final Hearing of Ordinance 3-19, AN ORDINANCE AMENDING CHAPTER 245, ZONING IF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND ESTABLISHING ARTICLE VI, AFFORDABLE HOUSING

A motion was made by Council Member Horst to open the meeting to the public, seconded by Council Member Menard. There was no one in the public wishing to speak.

Introduced: May 13, 2019

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

Adopted: May 29, 2019

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"/>
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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Menard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shepherd	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2) Final Hearing of Ordinance 4-19, AMENDING CHAPTER 245, ZONING OF THE CODE OF BOROUGH OF MOUNTAIN LAKES

A motion was made by Council Member Horst to open to the public, seconded to Council Member Happer. George Jackson – 20 Sherwood Drive, he is concerned that the overlay of 14 units per gross acre is a lot. He says that



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having been through the Enclave Development, where there was only 50% development and this drove up the density. Mr. Jackson thinks it would be better if the ordinance said development acres versus gross acres. He also is concerned that the ordinance says nothing about the depth of the lots. The ordinance says 3 acres and talks about front and rear setbacks but nothing about depth. Mountain Lakes Planner, Paul Phillips commented that if we go back and change the wording from gross acreage to developmental acreage there may be some resistance from the Fair Share Housing. Mr. Phillips also commented that we are dealing with six sites that are part of the overlay zone. He says that these six sites are all developed, for this reason he does not think the net density will be higher than the gross density or have the depth in the ordinances.

Introduced: May 13, 2019

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

Adopted: May 29, 2019

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"/>
Horst	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Korman	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Menard	<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"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3) Final Hearing of Ordinance 5-19, AFFIRMATIVE FAIR HOUSING MARKETING PLAN

A motion was made by Council Member Happer to open the meeting to the public, seconded by Deputy Mayor Shepherd. There was no one in the public wishing to speak.

Introduced: May 13, 2019

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

Adopted: May 29, 2019

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"/>



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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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>

4) Final Hearing of Ordinance 6-19, AN ORDINANCE AMENDING CHAPTER 245, ZONING OF THE CODE OF THE BOROUGH OF MOUNTAIN LAKES THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND ESTABLISHING AN ACCESSORY APARTMENT ORDINANCE

A motion was made by Council Member Menard to open the meeting to the public, seconded by Deputy Mayor Shepherd. George Jackson – 20 Sherwood Road, he is concerned about the ten year deed restriction. He also says accessory apartments are not allowed in Mountain Lakes now and is worried about the apartments turning into market rate apartments in ten years.

Introduced: May 13, 2019

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

Adopted: May 29, 2019 subject to Rules and Regulations coming before Council within 120 days.

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"/>
Horst	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Korman	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Final Hearing of Ordinance 7-19, AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND ESTABLISHING AFFORDABLE HOUSING DEVELOPMENT FEES

Mayor Barnett opened the meeting to the public
 A motion was made by Council Member Happer to open the meeting to the public, seconded by Council Member Menard. George Jackson – 20 Sherwood Drive, he feels it is incredibly important that the Borough allows people to improve and expand existing houses to protect the housing stock. He feels that everything should be done in town to make sure people improve and upgrade their homes in Mountain Lakes.
 Borough Attorney Robert Oostdyk will change the language in the ordinance to read: shall pay 1 and 1/2 percent of the equalized value for residential development, resulting in any additions to existing structures. The Council would like this to



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be further discussed..

Introduced: May 13, 2019

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

Adopted: May 29, 2019 subject to being revisited with changes that have been discussed within 60 days

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"/>
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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lane	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Menard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shepherd	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5) Final Hearing of Ordinance 8-19, BOROUGH OF MOUNTAIN LAKES, MORRIS COUNTY SPENDING PLAN FOR THE THIRD ROUND PLANNING PERIOD

A motion was made by Deputy Mayor Shepherd to open the meeting to the public, seconded by Council Member Happer. There was no one in the public wishing to speak.

Introduced: May 13, 2019

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

Adopted: May 29, 2019

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



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Shepherd	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

***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**

- 1) R103-19 Resolution Authorizing the Payment of Bills
- 2) R104-19 Resolution Authorizing the Redemption of Tax Title Lien 2016-002
- 3) R105-19 Resolution Appointing Special Police Officer

***APPROVAL OF MINUTES**

May 13, 2019 – Regular (Happer Not 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
- Code Enforcement/Property maintenance report

***Approval of the Consent Agenda**

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"/>
Horst	<input checked="" type="checkbox"/>	<input 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Menard	<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"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COUNCIL REPORTS

Council Member Horst reported that Woodlands Advisory Committee would like Police Chief Bennett to put in some kind of counter that would determine the number of mountain bicycles that are going through the paths at Birchwood. There is concern that the paths are being eroded. She asked if it was possible to send out an e blast letting people know where bikers are allowed to bike in the area.

Council Member Menard reported that the building at Birchwood should be ready around June 20th. He also reported that they were getting a plan together for Island Beach. The Public Works Committee has had discussions about reducing recycling to two days a week and installing gates and also having it maned. This will be a future Council discussion.



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Mayor Barnett reported that Roselli will be trying to picking up paper in a reusable container. She also reported that the Laker 55 had a successful event.

Deputy Mayor Shepherd reported that the Economic Development Advisory Committee is looking at multiple use cases that they can eventually propose to allow for additional uses on Route 46. They plan to modify the ordinances and bring them to the Planning Board for review and then to the Council. Deputy Mayor Shepherd also reported that the Historic Preservation Committee, with help from the DPW, was able to clear some space for extra storage. They have a goal to update the ordinance for Historic Preservation. The Council will be getting a red line version of the Ordinances.

Council Member Menard reported that the Recreation Committee spoke again about allowing Boonton Township students who attend Mountain Lakes High School to pay for beach passes and use the lakes. He also reported that the volleyball court at Birchwood needs a new fence to keep the ball from rolling away. The DPW will put up a bow style fence.

Mayor Barnett reported that the Memorial Day festivities were a successful event. She also reported that the Planning Board reviewed all of the Affordable Housing Ordinances. They also talked about recommendations for zoning changes in the business districts on Route 46 and it was decided to let the Economic Development Advisory Committee come forth with their recommendations.

Council Member Korman reported that the Health Commission is focusing on mental health. The Health Commission would like to promote Stigma Free and would like to use the Borough website to promote this. Council Member Korman also asked what the process was for getting volunteers for different committees.

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 in the public wishing to speak.

ADJOURNMENT at 10:45 P.M.

Motion made by Council Member Happer, second by Council Member Shepherd to adjourn the meeting at 10:45 p.m., with all members in favor signifying by "Aye".

Respectfully Submitted

Marcy Gianattasio, Borough Clerk



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: Marcy Gianattasio, Borough Clerk
Robert Oostdyk, Borough Attorney

The following represents the Manager's report for the Borough Council meeting of May 29, 2019.

Morris Ave DOT Grant Award – As previously mentioned, the Borough will need to determine its funding source for its portion of the project. The total Borough responsibility is \$99,690 (\$598,690 estimated project cost - \$499,000 grant). The Borough is required to put down a minimum of 5% of the \$99,690 (\$4,985) which will come from the Capital Improvement Fund. Choices for the remaining \$94,705 are as follows:

- Finance through a capital improvement bond.
- Utilize some or all of the money available in the Capital Improvement Fund Balance (\$73,994.91).
- Transfer funds from the beach project.
- Utilize funds from the 2019 Capital Budget line for sidewalk repair (\$104,000).
- Any combination of the above.

My recommendation is to finance the remaining \$94,705 through a capital improvement bond.

Zeris Inn Site – I am in receipt of a letter from Mr. John J. Veteri, ESQ. Mr. Veteri represents Highview Hospitality, LLC, the contract purchaser of the Zeris Inn property. Mr. Veteri is inquiring on behalf of his client as to the Borough's willingness to consider a zone change to the property. A copy of the letter is attached.

Special Law Enforcement Officer II Appointment – MLPD Chief Bennett has requested the appointment of Special Officer Jeffrey D. Sims as a Special Law Enforcement Officer II. The additional Special Officer will provide the Chief with improved scheduling flexibility. Included in the meeting packet is a Resolution authorizing the appointment.



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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SUBJ: Manager's Report of May 29, 2019
Page 2 of 2

Sunset Lake Dam Rehabilitation Loan Documents – Attached to this report, please find a copy of the State of NJ DEP loan documents that the Borough has been approved for. Please note that the sample resolution included in the documents will be edited for consistency with our resolution format. A copy of the edited draft resolution is also included as the last pages. After review of the documents and approval by Borough Council, we will finalize the resolution and bring it before Borough Council at the next meeting. The loan documents have been reviewed by the Borough Attorney.

Please reach out with questions or concerns.

Mitchell

JOHN J. VETERI, JR., ESQ., LLC
ATTORNEY AT LAW
THREE UNIVERSITY PLAZA, SUITE NO. 207
HACKENSACK, NEW JERSEY 07601

MEMBER NJ & NY BARS

Phone: (201) 836-6300
Fax: (201) 836-6301
Email: JVeteri@VeteriLaw.com

May 17, 2019

Via Email

Hon. Mayor Lauren Barnett
Borough Council
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, New Jersey 07046

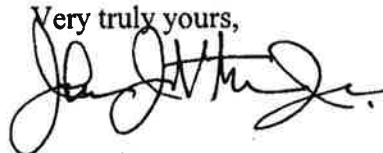
Re: The Zeris Inn Site
372 Route 46 East, Mountain Lakes, New Jersey
(Block 2 Lots 2, 5 & 5.01)

Dear Mayor Barnett:

I represent Highview Hospitality, LLC, the contract purchaser of the above referenced site. My client informally came before the Mayor and Council last month to discuss the possibility of a development of a gas station with convenience store and Hotel at the above site.

My client is respectfully inquiring as to the Borough's willingness to consider a zone change to permit the above referenced use.

If you have any questions, or require any additional information or details, please feel free to contact me.

Very truly yours,

John J. Veteri, Jr.

JJV/km

cc: Robert Oostdyk, Esq.
John Abene, Highview Hospitality, LLC
Client Files

LOAN AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY,

**ACTING BY AND THROUGH THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

Borough of Mountain Lakes

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NEW JERSEY DAM RESTORATION
PROJECT LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into by and between THE STATE OF NEW JERSEY, acting by and through the New Jersey Department of Environmental Protection (the "State"), and the Borough of Mountain Lakes (the "Borrower");

WITNESSETH THAT:

WHEREAS, the Borrower is owner of the Sunset Lake Dam and accepts all responsibility for bringing the dam into compliance with the New Jersey Dam Safety Standards, N.J.A.C. 7:20-1 et. seq., and all future maintenance of the dam.

WHEREAS, the Borrower has, in accordance with the P.L. 2003 c. 162, made timely application to the State for a loan to finance the Cost of its Project (as each of the foregoing terms is defined in Section 1.01 hereof, all capitalized terms used in the Loan Agreement shall have, unless the context otherwise requires, the meaning set forth in said Section);

WHEREAS, the State has approved the Borrower's application for a Loan from the Dam Restoration Loan Program in an amount not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000.00) to finance the Cost of the Project;

WHEREAS, the New Jersey State Legislature has approved an appropriations act, P.L. 2019 c26 which authorized an expenditure of said proceeds to finance the Cost of the Project;

WHEREAS, the Borrower has filed the application for a loan in accordance with the regulations governing the Dam Restoration and Inland Waters Projects Loan Program, N.J.A.C. 7:24A.

NOW, THEREFORE, for and in consideration of the award of the Loan by the State, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, and in accordance with the Regulations entitled "1992 Dam Restoration and Inland Waters Projects Loan Program", N.J.A.C. 7:24A-1 et. seq., as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Authorized Officer” means in the case of the Local Unit or private lake association or similar organization, any person or persons authorized pursuant to a resolution or ordinance of the governing body of the Local Unit or private lake association or similar organization to perform any act or execute any document relating to the Loan or this Loan Agreement.

“Association” means any incorporated or unincorporated private lake association or similar organization owning or having authority to restore a dam or undertake an inland water project which has been approved to receive a loan.

“Borrower” means the local government unit or the private lake association or similar organization, or owner of a private dam who has applied for and has been approved to receive a loan from the State to undertake the Project.

“Cost” means the Borrower’s expenses incurred in connection with all things deemed necessary or useful and convenient for completion of the Project in accordance with the Regulations.

“Department” means the New Jersey Department of Environmental Protection.

“Event of Default” means any occurrence or event specified in Section 5.01 hereof.

“Loan” means the loan made by the State to the Borrower to finance the Cost of the Project in accordance with this Loan Agreement.

“Loan Agreement” means this Project Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Repayments” means the repayments of the principal amount of the Loan plus interest as established in this Loan Agreement payable by the Borrower pursuant to Section 3.03 of this Loan Agreement.

“Local Unit” means a county or a municipality, or any agency, authority, board, commission or other instrumentality thereof; or any two or more counties or municipalities operating jointly through a joint meeting or interlocal services agreement permitted by law, or any agency, authority, board, commission, or other instrumentality thereof; or any other local or regional entity created by the legislature as a political subdivision of the State, or any agency, authority, board, commission or other instrumentality thereof.

“Project” means the dam restoration project of the Borrower described in Exhibit A-1 attached hereto and made a part hereof including the lands on which the construction activity is located, for which the State is permitted to make a loan to the Borrower pursuant P.L. 2019 c26, approved on January 31, 2019, and the Regulations.

“Regulations” means the rules and regulations now or hereafter promulgated by the State including the regulations entitled “Dam Restoration and Inland Waters Projects Loan Program” (N.J.A.C. 7:24A et seq.), as the same may from time to time be amended and supplemented.

“State” means the State of New Jersey, acting, unless otherwise specifically indicated, by and through the New Jersey Department of Environmental Protection and its successors and assigns.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing on gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS

SECTION 2.01. Representations of the Borrower. The Borrower represents for the benefit of the State, acting by and through the New Jersey Department of Environmental Protection, as follows:

(A) Organization and Authority

(1) The Borrower is a private lake association or similar incorporated organization established in accordance with the laws of the State which operates under a lawful set of association or organization by-laws.

(2) The acting officials of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in this Loan Agreement either are, or at the time any such action was performed, were, the duly appointed or elected officials of such Borrower empowered by applicable New Jersey law and authorized by resolution of the Borrower to perform such actions. To the extent any such action was performed by an official no longer the duly acting official of such Borrower, all such actions previously taken by such official are ratified and still in full force and effect.

(3) The Borrower has full legal right and authority and all necessary property rights, licenses and permits required as of this date hereof to undertake, operate and maintain the Project, to carry on its activities relating thereto, to execute, attest and deliver this Loan Agreement and to carry out and consummate all transactions contemplated by this Loan Agreement.

(4) The proceedings of the Borrower's governing body approving this Loan Agreement, authorizing the execution, attestation and delivery of this Loan Agreement, and authorizing the Borrower to construct and operate the Project, including without limitation a resolution of the Borrower as provided in Exhibit G herein, were duly adopted and published in accordance with applicable State law and the Association or Organization's by-laws at a meeting or meetings which were duly called pursuant to necessary notice and held in accordance with applicable State law and Association or other by-laws, at which quorums were present and acting throughout.

(5) By official action of the Borrower taken prior to or concurrent with the execution and delivery hereof, including without limitation, the ordinance or resolution, the Borrower has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (a) the execution, attestation, delivery and performance of this Loan Agreement and the transactions contemplated hereby; and (b) the execution, the delivery and the due performance of any and all other certificates, agreements and instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out, to give effect to and to consummate the transactions contemplated by this Loan Agreement.

(6) This Loan Agreement has been duly authorized by the Borrower and duly executed, attested and delivered by the Authorized Officers of the Borrower and constitutes the legal, valid and binding obligations of the Borrower.

(B) Full Disclosure. There is no fact that the Borrower has not disclosed to the State on the Borrower's application for the Loan or otherwise in writing that materially adversely affects or (so far as the Borrower might reasonably foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Project, or the ability of the Borrower to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(C) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined could materially adversely affect (1) the ownership or operation of the Project, (2) the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Project, (3) the authorization, execution, attestation or delivery of this Loan Agreement, or, (4) the Borrower's ability to otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement, that have not been disclosed in writing to the State either in the Borrower's application for the loan or otherwise in conjunction with this project's review.

(D) Compliance with Existing Laws and Agreements. (1) The authorization, execution, attestation and delivery of this Loan Agreement by the Borrower, (2) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, (3) the consummation of the transactions provided for in this Loan Agreement and (4) the operation of the Project will not (a) result in any breach of any of the terms, conditions or provisions of, or (b) constitute a default under any existing ordinance or resolution, contract, outstanding debt, lease, trust agreement, indenture, mortgage, deed, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its project or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Association was established or any laws, ordinances, injunctions, covenants, restrictions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Project or its properties or operations is subject.

(E) No Defaults. No event has occurred and no condition exists that, upon authorization, execution, attestation and delivery of this Loan Agreement or receipt of any portion of the Loan, would constitute an Event of Default hereunder. As of the date of delivery of this Loan Agreement, the Borrower has not been and is not in default in the payment of principal or interest on any of its bonds, notes, lease purchase agreements or other debt obligations. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, this Project or the Project's property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Project or the ability of the Borrower to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(F) Governmental Consent. The Borrower has obtained all permits and approvals required by any governmental body or officer for making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and for the operation of the Project and the financing or refinancing thereof; and the Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement or with the operation of the Project and the financing or refinancing thereof.

(G) Compliance with Law. The Borrower: (1) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect (a) the ability of the Borrower to conduct its activities or operate the Project or (b) the condition (financial or otherwise) of the Borrower or its Project; and (2) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property or for the conduct of its activities.

(H) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the State as described in Exhibit C attached hereto and made a part hereof (1) to finance or refinance a portion of the Cost of the Borrower's Project; and (2), where applicable, reimburse the Borrower for a portion of the Cost of the Borrower's Project, which portion was paid or incurred in anticipation of reimbursement by the State and is eligible for such reimbursement pursuant to the Regulations and any other applicable law.

(I) Ownership or Property Rights. The Borrower has submitted as part of its application to the State for the Loan proof acceptable to the State of the Borrower's ownership of the real property on which the construction activity is located, or has obtained since submittal of the application to the State for the Loan and supplied proof acceptable to the State of its ownership or other authority to use such property for undertaking the Project.

SECTION 2.02 Particular covenants of the Borrower

(A) Full Faith and Credit Pledge. The Borrower irrevocably pledges its full faith and credit and covenants to exercise its ability to collect dues, fees or any other assessment in accordance with its by-laws or state law, to the extent it has such authority.

(B) Completion of Project and Provision of Moneys Therefor. The Borrower covenants and agrees (1) to complete the construction of the Project in accordance with Loan Agreement documents identified in Exhibit A-1 attached hereto; and (2) to provide from its own financial resources all moneys in excess of the total amount of the loan proceeds it receives under the Loan in order to complete the construction of the Project.

(C) Disposition of the Project. The Borrower shall not sell, lease, or otherwise dispose of all or any interest in its Project except on ninety (90) days prior written notice to the State and in compliance with Section 4.02 hereof.

(D) Operation and Maintenance of the Project. The Borrower covenants and agrees that it shall, in accordance with prudent operation and maintenance practice at all times, (1) operate the properties of the Project in an efficient manner, (2) maintain its Project in good repair, working order and operating condition, and (3) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to its Project so that at all times the Project operates properly in its intended purpose.

(E) Records; Accounts. The Borrower, its contractors and subcontractors shall keep accurate records and accounts for its Project (the "Project Records"), separate and distinct from its other records and accounts (the "General Records").

(1) Audit Requirements

a. This Loan Agreement may be audited at the discretion of the State up to seven (7) years after the date of last payment and satisfaction of the Loan by Borrower, or as otherwise required, by the Office of the State Comptroller. Any such audit shall be made in accordance with applicable Federal and State requirements, and as to whether the Borrower has complied with Federal and State statutes, regulations, and the terms and conditions of any award. The Borrower shall comply with applicable Federal and State requirements for auditees.

b. Where an audit conducted hereunder indicates any noncompliance by the Borrower with the material terms and conditions of this Loan Agreement, the Borrower shall take corrective action as required by the State. As a result of any audit hereunder, recommendations shall be made whether any Cost incurred by the Borrower should be disallowed as beyond the scope or the purpose of this Loan Agreement, excessive, or otherwise impermissible. The State retains the right to recover any disallowed Cost, and the Borrower shall return to the State any disallowed Cost no later than thirty (30) days after the request.

c. The provisions of this section shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

(F) Inspections; Information. The Borrower shall permit the State and any party designated by the State to examine, visit and inspect, at any and all reasonable times, the property constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the State may reasonably require in connection therewith.

(G) Insurance. The Borrower, its contractors or subcontractors shall maintain or cause to be maintained, in force, insurance providing against risk of direct physical loss, damage or destruction of its Project and liability arising out of its ownership, operation or, maintenance or any activity associated with the Project, to the same extent that similar insurance is carried by owners constructing, operating and maintaining facilities of a similar type and nature as the Borrower's Project. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the State. Unless current documentation is already on file, the Borrower must, within thirty (30) days after the effective date of this agreement, provide to the State current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the State. No payments may be made under this agreement until acceptable documentation of insurance coverage as to type, coverage, amount and source is received. The minimum required coverages for any contractors and subcontractors, which are in addition to Borrower's separate insurance coverage as the owner, operator and party responsible for the Project, are as follows:

a. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.

b. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.

c. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than:

\$1,000,000 Bodily Injury, Each Occurrence
\$1,000,000 Disease Each Employee
\$1,000,000 Disease Aggregate Limit

(H) Delivery of Documents. Concurrently with the delivery of this Loan Agreement the Borrower will cause to be delivered to the State each of the following items: (1) counterparts of this Loan Agreement properly executed and attested; (2) copies of the ordinance or resolution, in the case of a Local Unit or a governed property owners association, authorizing the execution, attestation, and delivery of this Loan Agreement and naming the person authorized to execute this Loan Agreement for the Borrower, which shall serve as satisfactory written proof that the person signing this Agreement on behalf of the Borrower is lawfully

authorized to bind said Borrower to all of the obligations set forth in this Loan Agreement; and; (3) such other certificates, documents, opinions and information as the State may require in Exhibit E hereof, if any.

(I) Notice of Material Adverse Change. The Borrower shall promptly notify the State of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Borrower's Project, or in the ability of the Borrower to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement.

(J) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(K) Additional Covenants and Requirements. Additional covenants and requirements may be set forth at Exhibit E. Such covenants and requirements may include, but need not be related to the maintenance, inspection and operation of the Project. The Borrower further agrees to observe and comply with each such covenant or requirement included on Exhibit E.

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. The Loan; Loan Term.

(A) The State hereby agrees to loan and disburse to the Borrower in accordance with Section 3.02 and Exhibit B hereof, and the Borrower agrees to borrow and accept from the State, the Loan in principal amount not to exceed the amount of the loan commitment set forth on Exhibit A-2; provided, however, that the State shall be under no obligation to make the Loan if the Borrower does not deliver to the State such other documents and certificates as shall be required under this Loan Agreement and provided further that the obligation of the State to make such Loan or to disburse any Loan proceeds under this Loan Agreement shall be subject to the provisions of Section 3.02 hereof and the availability of funding.

(B) The Borrower shall use the proceeds of the Loan strictly in accordance with Section 2.01(H) hereof.

(C) The payment obligations created in the Loan Agreement are each direct, general, irrevocable and unconditional obligations of the Borrower payable from any source legally available to the Borrower.

SECTION 3.02. Disbursement of Loan Proceeds.

(A) The State shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower. Before each and every disbursement of the proceeds of the Loan by the State to the Borrower, the Borrower shall submit to the State a requisition executed by an Authorized Officer of the Borrower accompanied by contractor's invoices for the work performed and a certification by the engineer responsible for overseeing the construction of the Project that the work performed was completed in accordance with approved plans and specifications and in accordance with the time schedule identified in Exhibit D herein.

(B) The State shall not be under any obligation to disburse any Loan proceeds to the Borrower under this Loan Agreement, unless:

- (1) a specific appropriation therefor has been made by the New Jersey State Legislature;
- (2) there shall be moneys available from time to time to fund the Loan, as determined solely by the State;
- (3) the Borrower shall have funds available to pay for the greater of (a) that portion of the total costs of the Project which is not eligible to be funded by the Loan, or (b) that portion of the total costs of the Project which exceeds the actual amounts of the loan commitments made by the State;
- (4) the Borrower shall have funds available or an agreement in place with the contractor to cover the difference between the contractors invoicing and the actual disbursement by the State, and
- (5) no Event of Default, nor any event which with the passage of time of service of notice would constitute an Event of Default, shall have occurred and be continuing hereunder.

(C) If interim disbursements are made, the State shall withhold two percent of each disbursement until the whole project has been completed to the satisfaction of the State.

SECTION 3.03. Amounts Payable.

(A) The Loan shall be repaid in installments payable to the State semi-annually in accordance with the loan repayment schedule set forth in Exhibit B attached hereto and made a part hereof. The State reserves the right to unilaterally adjust the loan repayment schedule if the timetable for Project completion and/or Borrower's requests for loan disbursements vary significantly from those on which the loan repayment schedule was based. Unilateral adjustments shall be limited to changes in the accrued interest amounts and payment due dates required by and appropriate to the revised timetable.

(B) The loan shall be repaid over a term of twenty years in installments as specified in the loan repayment schedule, or in accordance with the most recent revision to Exhibit B issued to the Borrower by the State. The loan shall bear interest at a rate of two percent per annum on the unpaid principal balance from the date of the initial loan disbursement by the State to the Borrower until payment of the entire principal amount. Interest accrued against each interim drawdown, from the date of the first drawdown to a date three months following the last project drawdown, must be paid to the Treasurer of the State of New Jersey three months after the date of final drawdown.

(C) The loan may be prepaid in whole at any time or in part on any payment date without penalty. Partial prepayments shall be applied to the last maturing payments due, shall be in one or more increments of the amount due on principal, and shall not extend or postpone the due date of any subsequent monthly installment or change the amounts of such installments. Failure to make any repayment within 30 days of the scheduled repayment date shall cause the assessment of a late fee being due and payable to the State. The late fee shall be five percent of any payment due when such payment is 30 days or more past due, ten percent of any payment when such payment is 60 days or more past due, and fifteen percent of any payment when such payment is 90 days or more past due. Failure to make any repayment within 90 days of the scheduled repayment date shall constitute default of the Loan Agreement and all outstanding principal, interest, and penalty amounts shall become payable immediately to the State. For any defaulted loan, interest charges equal to the loan's interest rate, will begin to accrue from the date repayment was due on the amount of outstanding principal, interest and penalty charges thereon.

SECTION 3.04 Unconditional Obligations. The obligation to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any Loan Repayments remain unpaid, for any reason regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure or consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, any change in the laws of the United States of America or of the State of New Jersey or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the State to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project or this Loan Agreement or any rights or set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the State or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver on any such rights.

SECTION 3.05 Loan Agreement to Survive Loan. The Borrower acknowledge that their duties, covenants, obligations and agreements set forth in Sections 3.06(A) and (B) of this Loan Agreement shall survive the payment in full of the Loan.

SECTION 3.06 Disclaimer of Warranties and Indemnification.

(A) The Borrower acknowledges and agrees that;

(1) the State does not make any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto;

(2) the Borrower assumes all risk and responsibility for, and hereby agrees to indemnify, defend and save harmless the State of New Jersey, its agents, servants, officers or employees from and against any and all claims, demands or lawsuits that may be made or judgement obtained by third parties against the State, its agents, servants, officers or employees for damages of any kind or description arising from the Project on account of or resulting from the acts of omissions of the Borrower, its employees, agents, contractors or subcontractors including but not limited to: (a) any loss, damage or injury to, or death of, any person occurring at or about or resulting from any defect in the Project; (b) any damages or injury to the persons or property of the Borrower, its contractors, subcontractors, officers, agents, servants or employees, or any other person who may be about the Project caused by any act or negligence of any person (other than the State or its officers, agents, servants or employees); or (c) any costs, expenses or damages incurred as a result of any lawsuit commenced because of action taken in good faith by the State in connection with the Project;

(3) the Borrower shall indemnify, protect, defend and hold the State of New Jersey, and its agents, servants, officers and employees (each an "Indemnified Party"), harmless from and against any and all losses, damages, injuries, costs or expenses and from and against any and all claims, demands, suits, actions or other proceedings whatsoever, brought by any person or entity whatsoever (except by the Borrower) and arising or purportedly arising from or otherwise related to this Loan Agreement or the Project; and

(4) the Borrower shall include provisions in all contracts executed for the purpose of carrying out this Project a requirement that the contractors and subcontractors provide the State with indemnification protection at least as broad as set forth in this Section.

(B) In connection with its obligation to provide a portion of the insurance required under Section 2.02(G) hereof, the Borrower shall include the State and its employees and officers as additional "named insured" on any certificate of liability insurance (or other similar document evidencing the liability insurance coverage) of any contractor or subcontractor for the Project. From the effective date of the Loan Agreement until the date the Borrower receives the written certificate of Project completion from the State, the Borrower shall (1) maintain said liability insurance covering the State and said employees and officers in good standing and (2) provide the State with a copy of each of any such original, supplemental, amendatory or reissued certificate of liability insurance (or other similar documents evidencing the liability insurance coverage) naming the State and said employees and officers.

SECTION 3.07 Project Administration.

(A) The Borrower hereby accepts primary responsibility for the administration and success of the Project, including any subagreements made by the Borrower for accomplishing loan objectives.

(B) The Borrower shall submit all necessary materials and plans to the State within the time frame and in the manner prescribed in this Loan Agreement and the Regulations.

(C) The Borrower shall administer loans, award contracts and subcontracts for the Project free from bribery, graft and other corrupt practices. The Borrower shall bear the primary responsibility for the prevention, detection and cooperation in prosecution of any such conduct. The Borrower shall pursue available judicial and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. The Borrower shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.

(D) The Borrower, its contractors and subcontractors shall comply with all State, Federal and local statutes, rules and ordinances pertaining to the project, specifically including, where applicable, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et. seq., the Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., and all applicable state contracting requirements. This clause shall be included in all contracts and subcontracts pertaining to the project.

(E) In soliciting bids for any work to be done under this Loan Agreement, the Borrower shall require that project elements which constitute 100% ineligible project costs be bid as separate line items within the total bid specifications for the project. Bid specifications shall also require that each general contractor bidding on the Project name all principal subcontractors at the time of bid submission to the Borrower. Principal subcontractors shall be defined for the purpose of this Loan Agreement as any subcontractor who will perform work whose total value is three percent or more of the total amount bid by the general contractor.

(F) The Borrower agrees it will not enter into a contract for work on the Project with any person debarred, suspended or disqualified from State contracting pursuant to N.J.A.C. 7:1D-2.1 et. seq. The Borrower shall insert in every contract for work on the Project a clause stating that the contractor may be debarred, suspended or disqualified from contracting with the State if the contractor commits any of the acts listed in N.J.A.C. 7:1D-2.2. The Borrower's bid specifications for work on the Project shall require all bidders to submit a sworn statement by the bidder, or an officer or partner of the bidder, indicating whether or not the bidder is, at the time of the bid, included on the State Treasurer's List of Debarred, Suspended or Disqualified Bidders as a result of action by any State agency. Bid specifications for the Project shall also state that the Borrower shall immediately notify the State whenever it appears that a bidder is on the State Treasurer's list as a result of action by a State agency other than the Department of Environmental Protection. The State reserves the right, in such circumstance, to immediately suspend such bidder from contracting, and to take such other action pursuant to N.J.A.C. 7:1D-2.1 et. seq. as is appropriate. Whenever a bidder is debarred, suspended or disqualified from contraction pursuant to N.J.A.C. 7:1D-2.1 et. seq., the Borrower may take into

account the loss of Project loan funds under this Loan Agreement, which would result from awarding a contract to such bidder, in determining whether such bidder is the lowest responsible bidder pursuant to law; and the Borrower may advise prospective bidders that this procedure will be followed. Any person included on the Treasurer's list as a result of action by a State agency other than the Department of Environmental Protection, who is or may become a bidder on any contract which is or will be funded by a Loan from the State, may present information to the State why the debarment provisions of this Loan Agreement should not apply to such person. If the Commissioner of the Department determines that it is essential to the public interest and files a finding thereof with the State Attorney General, the Commissioner may make an exception from the application of this section with respect to a particular contract pursuant to N.J.A.C. 7:1D-2.9. In the alternative, the State may suspend or debar any such person, or take any such action as may be appropriate pursuant to N.J.A.C. 7:1D-2.1 et. seq.

(G) The Borrower's contract shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1-2000d-4) and shall be in compliance with the discrimination and affirmative action provisions of N.J.S.A.10:2-1 through 10:2-4, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq., and the rules and regulations promulgated thereto. The Borrower's contractor shall incorporate, or cause to be incorporated, into all construction contracts with the State of New Jersey and any subcontract relating to the Project the following provisions:

During the performance of this Loan Agreement, the Borrower, its contractors or subcontractors agree as follows:

(1) The Borrower, its contractors or subcontractors, where applicable, shall not discriminate against or intimidate any employee or applicant for employment because of race, creed, color, national origin, ancestry, age, 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 Borrower, its contractors or subcontractors will ensure that equal employment opportunity is afforded to such applications in recruitment and employment, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, age, 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 Borrower, its contractors or subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(3) The Borrower, its contractors or subcontractors, where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agencies contracting officer, advising the labor union or workers representative of the Borrower, its contractors or subcontractors's commitments and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Borrower, its contractors or subcontractors, where applicable, agree to comply with any regulations promulgated by the State Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

(5) The Borrower, its contractors or subcontractors, where applicable, agree to comply with the Diane B. Allen Equal Pay Act as follows:

Pursuant to N.J.S.A. 34:11-56.14(a), any Borrower or subcontractor providing "qualifying services", as defined therein, to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category.

Pursuant to N.J.S.A. 34:11-56.14(b), any Borrower or subcontractor performing "public work", as defined therein, for the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development, through certified payroll records required pursuant to N.J.S.A. 34:11-56.25 et seq., information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the contract, throughout the duration of the contract, with an update to the information whenever payroll records are required to be submitted.

For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

(6) The Borrower, its contractors or subcontractors, where applicable, agree, to comply with the Public Works Contractor Registration Act as follows:

Pursuant to N.J.S.A. 34:11-56.48 et seq., the Borrower or subcontractor, must first be registered with the New Jersey Department of Labor and Workforce Development. The Borrower represents and warrants that neither it, nor any subcontractors it might employ to perform the work covered under this contract, have been suspended or debarred by the Commissioner, Department of Labor and Workforce Development, for violation of the provisions of the Public Works Contractor Registration Act. The Borrower further represents and warrants that both it and any subcontractors in might employ to perform the work covered under this Loan Agreement shall comply with the provisions of the Prevailing Wage Act, where required. Any questions regarding the registration process can be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

(7) The Borrower, its contractors or subcontractors warrant that it will comply with the provisions of N.J.S.A. 52:32-44 and N.J.A.C. 17:12-2.12 pertaining to Business Registration and N.J.S.A. 54:32B-1 et seq. pertaining to Certificates of Authority.

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the Borrower and each subcontractor that is required by law to be named in a contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of Treasury.

Prior to the contract award or authorization, the Borrower shall provide the State with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the Borrower, who in turn, shall provide it to the State prior to the time this Loan Agreement is awarded or authorized.

During the course of performance:

1. The Borrower shall not enter into a subcontract with a subcontractor unless the subcontractor first provides the Borrower with a valid proof of business registration.
2. The Borrower shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time during the course of performance.
3. The Borrower and any subcontractor providing goods or performing services under the Loan Agreement, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609) 292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the Loan Agreement, the Borrower shall submit to the State a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency (i.e. the State).

(8) Conflict of Interest Laws

The New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq. and Executive Order 189 (1988), prohibit certain actions by persons or entities, which provide goods or services to any State Agency. Specifically:

1. No Borrower or subcontractor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the State of the Treasury or

any other agency with which such Borrower or subcontractor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

2. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Borrower or subcontractor shall be reported in writing forthwith by Borrower or subcontractor to the Attorney General and the Executive Commission on Ethical Standards.
3. No Borrower or subcontractor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Borrower or subcontractor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
4. No Borrower or subcontractor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
5. No Borrower or subcontractor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Borrower or subcontractor or any other person.
6. Pursuant to N.J.S.A. 52:34-19, it shall be a misdemeanor to pay any fee, commission, compensation, gift or gratuity of any kind, directly or indirectly, to any person employed by the State having any duties or responsibilities in connection with the purchase or acquisition of any property or services by the State or any agency or instrumentality thereof by or on behalf of any seller or supplier of such goods or services or other party to a contract with the State.
7. The provisions cited above in paragraph f(1) through f(6) shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with a Borrower or subcontractor under the same terms and conditions as are offered or made available to members of the general

public, subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

(9) Laws Prohibiting Solicitation

1. If applicable, the Borrower represents and warrants that: (1) no person or selling agency has been employed or retained to solicit or secure this Loan Agreement in violation of N.J.S.A. 52:34-15; and (2) it has neither made nor knows of any payments or gratuities made in violation of N.J.S.A. 52:34-19.

2. The Borrower shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

3. The Borrower shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

(10) The Worker and Community Right to Know Act

The Borrower or subcontractor shall comply with the provisions of N.J.S.A. 34:5A-1 et seq., if applicable, which require the labeling of all containers of hazardous substances.

(11) American Goods, Products, Materials and Services

1. Pursuant to N.J.S.A. 40A:11-18, in contracts for county or municipal work or for work which the local unit will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain, only manufactured and farm products of the United States, wherever available, shall be used in such work.

2. Pursuant to N.J.S.A. 52:32-1, all contracts for state work and for work for which the state pays any part of the cost shall use in such work, only manufactured and farm products of the United States, whenever available.

3. Pursuant to N.J.S.A. 52:32-45, any bid that calls for the use of wood or paper products derived from sustainably managed forests or procurement systems shall receive preference, whenever possible, where relevant.

4. Pursuant to N.J.S.A. 52:34-13.2, all services performed under a contract or performed under any subcontract shall be performed within the United States, unless otherwise not applicable pursuant to N.J.S.A. 52:34-13.2(b) or N.J.S.A. 52:34-25.

(12) Chapter 51 and Executive Order 117 (2008) (Also referred to as "Pay to Play Restrictions," N.J.S.A. 19:44A-20.13 to -20.25, or Executive Order 134 (2004))

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the negotiation and award of State contracts, including retention agreements, from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, the Legislature enacted P.L. 2005, c.51 (codified at N.J.S.A. 19:44A-20.13 to -20.25) (Chapter 51), on March 22, 2005, effective retroactive to October 15, 2004, superseding the terms of Executive Order 134 (2004). In addition, on September 24, 2008, Executive Order 117 was issued and made effective on November 15, 2008 (EO 117) which set forth additional limitations on the ability of executive branch agencies to contract with business entities that have made or solicited certain contributions.

Chapter 51 and EO 117 restrict business entities which agree to certain contracts or agreements with the State from making or soliciting certain contributions. Compliance with Chapter 51 and EO 117 is a material term and condition of this Loan Agreement and binding upon the parties thereto upon entry of all applicable contracts.

Thus, pursuant to the requirements of Chapter 51 and EO 117, it shall be a material breach of the terms of the contract for Borrower or its subcontractors to do any of the following during the term of the contract:

1. Make or solicit a contribution in violation of Chapter 51 or EO 117;
2. Knowingly conceal or misrepresent a contribution given or received;
3. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
4. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or of Lieutenant Governor, or to any State, county or municipal party committee, or any legislative leadership committee;
5. Engage or employ a lobbyist or contractor or subcontractor with the intent or understanding that such lobbyist or contractor or subcontractor would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of Chapter 51 or EO117;
6. Fund contributions made by third parties, including contractors, subcontractors, attorneys, family members, and employees;
7. Engage in any exchange of contributions to circumvent the intent of the Chapter 51 or EO 117; or
8. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Chapter 51 or EO 117.

Borrower is required, on a continuing basis, to report any contributions and solicitations Borrower makes during any Term of this Loan Agreement at the time any such contribution or solicitation is made. Failure to do so is a breach of this contract.

If the Borrower receives contracts in excess of \$50,000 from a public entity during a calendar year, the Borrower is responsible to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3). It is the Borrower's responsibility to determine if filing is necessary. Failure to do so file can

result in the imposition of financing penalties by ELEC. The form to be filed annually is available at: <https://wwwnet1.state.nj.us/lpd/elec/ptp/Filing.aspx>

Additional information about this requirement is available from ELEC at (888) 313-3532 or <https://wwwnet1.state.nj.us/lpd/elec/ptp/p2p.html>.

(13) Additional Compliance Provisions

The Borrower represents and warrants that, if applicable:

1. It is and will remain in full compliance with N.J.S.A. 14A:13-1 et seq. and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations);
2. It is and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts).
3. It is and will remain in full compliance with N.J.S.A. 52:32-44(g) governing sales and use tax.

(14) Federal and State Documents Incorporated by Reference

The New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this contract.

(15) **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS**
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127), N.J.A.C. 17:27 et seq.

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

1. The Borrower 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, 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 Borrower will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity 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 Borrower 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.
2. The Borrower or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Borrower, 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.
3. The Borrower or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Borrower's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Borrower or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
 5. The Borrower or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.
 6. The Borrower or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, 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.
 7. The Borrower 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.
 8. In conforming with the targeted employment goals, the Borrower 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, race, 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.
 9. The Borrower 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:
 - a. Letter of Federal Affirmative Action Plan Approval;
 - b. Certificate of Employee Information Report;
 - or c. Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).
 10. The Borrower and its subcontractors shall furnish such reports or other documents to the State as may be requested by the State 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 State for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

(H) No official or employee of the Borrower who is authorized in his or her official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with the Project shall have any financial or other personal interest in any such contract or subcontract.

(I) The Borrower shall certify the following to the State before the Borrower awards any contract on a bid: (1) All contracts for the project will be awarded to the qualified, responsible and responsive bidder who submits the lowest acceptable bid; and (2) The bid prices included in the bid specifications are reasonably balanced.

(J) The Borrower shall insert in all contracts or subcontracts that the Borrower awards pursuant to this chapter the State's subcontractor certification form as included in this Loan Agreement (Exhibit F).

(K) The borrower shall submit one copy of the executed construction contract and subcontracts and associated documents to the State within 10 days of their execution.

(L) The Borrower and any contractors or sub-contractors in performing their responsibilities under this agreement shall comply with all local, state and federal laws, rules, and regulations, applicable to this Loan Agreement ad to the work to be done hereunder. Failure to comply will constitute a material breach of this Loan Agreement.

ARTICLE IV ASSIGNMENT OF LOAN AGREEMENT

SECTION 4.01. Assignment and Transfer by the State. The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement that the State deems to be necessary in connection with the Dam Restoration and Inland Water Loan Program of the State under the Bond Act.

SECTION 4.02 Assignment by Borrower. This Loan Agreement may not be assigned by the Borrower for any reason, unless the following conditions shall be satisfied: (A) the State shall have approved said assignment in writing and (B) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, obligations and agreements under this Loan Agreement. Assignment/Assumption shall not release Borrower of its obligations hereunder unless such written release is given by the State, which release may be reasonably withheld.

ARTICLE V EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01 Events of Default. Any one or more of the following events shall constitute an Event of Default by the Borrower:

(A) If any representation or warranty made herein by the Borrower or in any report, certificate, financial statement or other instrument furnished in connection with this Loan Agreement by the Borrower, shall prove to be false or misleading and the Borrower has not cured the defect within 15 days of notice of the defect;

(B) If payment of any installment of the principal or interest on the Loan is 90 days or more overdue;

(C) Failure of the Borrower to observe and perform any covenant, condition or agreement hereunder on its part to be performed and continuance of such failure for a period of 30 days after receipt by the Borrower of written notice by the State, specifying the nature of such failure and requesting that it be remedied, or if by reason of the nature of such failure the same cannot be remedied within the said 30 days, the Borrower fails to proceed with reasonable diligence after receipt of said notice to cure same. If, by nature of the covenant, condition or agreement, the State is not immediately aware of the Borrower's failure to observe or perform same, the Borrower shall notify the State in writing within five days of such failure. Failure to notify the State shall constitute an Event of Default;

(D) A deviation of more than 180 days from the timetable for Project completion as outlined in Exhibit D, unless otherwise waived by the State do to conditions beyond the control of the Borrower;

(E) Borrower shall have applied for or consented to the appointment of a receiver, trustee or liquidator of all or a substantial part of its assets; admitted in writing the inability to pay its debts as they mature; made a general assignment for the benefit of creditors; been adjudged as bankrupt, or filed a petition or an answer seeking an arrangement with creditors or taken advantage of any insolvency law, or an answer admitting the material allegations of a petitioner in bankruptcy or insolvency proceeding; or any order, judgement or decree shall have been entered, without the application, approval of or consent of the Borrower by any court of competent jurisdiction approving a petition seeking reorganization of the Borrower, or appointing a receiver, trustee or liquidator of the Borrower or a substantial part of any of its assets and such order, judgement or decree shall continue unstayed and in effect for any period of 45 consecutive days; or the Borrower shall have filed a voluntary petition in bankruptcy, or failed to remove an involuntary petition in bankruptcy filed against it within 45 days of the filing thereof. In the event that any of the above described actions occur, the Borrower shall notify the State in writing within five days. Failure to so notify the State shall constitute an Event of Default.

SECTION 5.02 Notice of Default. The Borrower shall give the State prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01(E) hereof, and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the State shall have the right to take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Borrower hereunder.

In addition, if any Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the State shall, to the extent allowed by applicable law, have the right to declare all Loan Repayments and all other amounts due hereunder to be immediately due

and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

SECTION 5.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay the State the reasonable fees and expenses of attorneys and other reasonable expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by the State in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Borrower upon an Event of Default.

SECTION 5.05 No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the State is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the State to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.06 Retention of State's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the State shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the State may, in its discretion, deem necessary to enforce the obligations of the Borrower to the State pursuant to Section 5.03 hereof.

ARTICLE VI

ANNULMENT AND TERMINATION OF LOAN AGREEMENT; STOP WORK ORDERS

SECTION 6.01 Annulment of Loan Agreement. The State may annul this Agreement if it determines that: (A) substantial performance of the Project work according to the Schedule for Project Completion (Exhibit D) has not occurred; (B) the loan was obtained by fraud; or (C) the borrower has committed corrupt practices in administering the project.

The State shall give written notice to the Borrower (certified mail, return receipt requested) of its intent to annul the loan at least 10 days prior to the intended date of annulment. Upon annulment of the loan, the borrower shall return all loan funds disbursed to it. The State shall make no further disbursements to the Borrower.

SECTION 6.02 Termination of Loan Agreement.

(A) The State may terminate a loan in whole or in part for good cause. Good cause shall include, but is not limited to, default by the borrower or noncompliance with the terms and conditions of the loan. The State shall give written notice to the borrower (certified mail, return receipt requested) of its intent to terminate a loan in whole or in part at least 10 days

prior to the proposed date of termination, which notice shall state the reasons for the proposed termination.

(B) If the Borrower completely or partially terminates the Project for which a loan has been awarded, the Borrower shall promptly give written notice to the State. The State may enter into a loan termination agreement or unilaterally terminate the loan, effective as of the date that the Borrower terminated the work on the project. The State may also annul the loan pursuant to Section 6.01 herein.

(C) The State and the Borrower may enter into a loan termination agreement at any time, on terms consistent with the requirements of this Loan Agreement. The agreement shall establish the effective date of termination of the project and loan, basis for settlement of loan termination costs, and the amount and date of payment of any sums due either party.

(D) Upon termination of a loan, the Borrower shall refund or credit the State that portion of loan funds paid to the Borrower and allocable to the terminated portion of the Project, except such portion thereof as may be required to meet legal obligations incurred prior to the effective date of termination of the Loan Agreement and as may be otherwise allowable as determined by the State.

(E) Upon receipt of written notice of the State's intent to terminate the loan, the Borrower shall make no new financial commitments of loan funds without State approval and the Borrower shall reduce the amount of outstanding commitments of loan funds insofar as possible and report to the State the uncommitted balance of loan funds.

SECTION 6.03 Stop Work Orders.

(A) The State may order that work on a project be stopped for good cause. Good cause shall include, but is not limited to, default by the Borrower or noncompliance with the terms of this Loan Agreement or where the State determines it is advisable to suspend work on the Project or portion or phase of the Project for important program or State considerations. A stop work order shall contain; (1) The reasons for issuance of the stop work order; (2) A clear description of the work to be suspended; (3) Instructions as to the issuance of further orders by the Borrower for materials or services; (4) Instructions as to action to be taken by the Borrower on subagreements; (5) Other suggestions to the Borrower for minimizing costs; and (6) A notice of non-compliance in accordance with the Regulations, N.J.A.C. 7:24A-4.14.

(B) The State may, by written order to the Borrower (hand delivery or certified mail, return receipt requested), require the Borrower to stop all, or any part of, the Project work for a period of not more than 45 days after the Borrower receives the order, and for any extension of such period to which the parties may agree.

(C) Upon receipt of a stop work order, the Borrower shall immediately comply with the terms thereof and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the stoppage period or within any extension of such period to which the parties agree, the State shall either: (1) rescind the stop work order, in full or in part; (2) terminate the work covered by such order; or (3) authorize resumption of work.

(D) If a stop work order is rescinded or the period of the order or any extension thereof expires, the Borrower shall promptly resume the previously suspended work. The State may, in its discretion, make an equitable adjustment to the loan period, the project or both, and shall amend the Loan Agreement in accordance with the Regulations, N.J.A.C. 7:24A-4.3 or make other changes in accordance with N.J.A.C. 7:24A-4.4.

ARTICLE VII

MISCELLANEOUS

SECTION 7.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the addresses specified on Exhibit A-1 attached hereto and made a part hereof and to the State at the following address:

New Jersey Department of Environmental Protection
Division of Dam Safety and Flood Control
Bureau of Dam Safety
P.O. Box 420
Trenton, NJ 08625
Attention: Manager

Either party may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing.

The third party shall be copied on any notices given from one party to another.

SECTION 7.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the State, the Borrower, and their respective successors and assigns.

SECTION 7.03. Severability. In the event, any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 7.04 Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the State, the Borrower.

SECTION 7.05 Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.06 Applicable Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including the Bond Act and the Regulations; which regulations are, by this reference thereto, incorporated herein as a part of this Loan Agreement.

SECTION 7.07 Consents and Approvals. Whenever the written consent or approval of the State shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the State of New Jersey.

SECTION 7.08 Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provision or sections of this Loan Agreement.

SECTION 7.09 Further Assurances. The Borrower shall, at the request of the State, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement.

SECTION 7.10 Publicity and Signs

(A) Any press release or other public dissemination of information by the Borrower concerning the project shall acknowledge State loan support.

(B) A project identification sign, at least eight feet long and four feet high, bearing the emblems of the State and the Department, shall be displayed in a prominent location at each publicly visible project site and facility. The sign shall identify the project, State loan support, and other information as required by the State.

EXHIBIT A-1

(1) Name and Address of Borrower:

Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

(2) Description of Project:

Rehabilitate the Sunset Lake Dam – East Shore Road Mountain Lakes, NJ,
NJDEP File No. 25-170

Sunset Lake Dam is located in the Borough of Mountain Lakes, in Morris County, NJ between Sunset Lake and East Shore Road.

This project involves the rehabilitation of the dam. The completed dam must be in compliance with the New Jersey Dam Safety Standards, N.J.A.C. 7:20 as approved by the Department under Dam Safety Permit No. 711. Project specifics subject to final permit approval by the Department.

EXHIBIT A-2

Description of Loan

- (1) Maximum Principal Amount of Loan Commitment:
Two Million One Hundred Thousand Dollars (\$2,100,000.00)
- (2) Loan Term: 20 years
- (3) Interest Rate: 2% per annum

EXHIBIT B

Estimated Loan Drawdown and Loan Repayment Schedule

EXHIBIT B**PROJECT: *Sunset Lake Dam*
DAM RESTORATION LOAN****SAMPLE REPAYMENT SCHEDULE FOR INFORMATION ONLY - NOT FINAL**

Final schedule will be issued upon completion of the project and will be based on actual disbursements

LOAN AMOUNT: \$ 2,100,000.00
RATE: 2.00%
PMT PERIODS: 36
CURRENT DATE: 11-Apr-19

Projected Loan Drawdown:

DRAWDOWN DATE	AMORTIZATION DATE	DISBURSEMENT AMOUNT	ACCRUED INTEREST
01-Sep-19	01-Sep-21	\$ 420,000.00	\$ 17,056.67
01-Jan-20	01-Sep-21	\$ 420,000.00	\$ 14,210.00
01-Jul-20	01-Sep-21	\$ 420,000.00	\$ 9,963.33
01-Jan-21	01-Sep-21	\$ 420,000.00	\$ 5,670.00
01-Jun-21	01-Sep-21	\$ 420,000.00	\$ 2,146.67
		<u>\$ 2,100,000.00</u>	<u>\$ 49,046.67</u>

Estimated Repayment Schedule:

PRINCIPAL \$ 2,100,000.00
ACCRUED INT \$ 49,046.67 Due September 1, 2021
AMORTIZED INT \$ 411,001.82
TOTAL TO BE REPAYED \$ 2,560,048.48

SEMI ANNUAL LOAN REPAYMENT \$ 69,750.05

Sunset Lake Dam

DAM RESTORATION LOAN

Sample Repayment Schedule

PMT #	DUE	INTEREST	PRINCIPAL	LOAN BALANCE
				2,100,000.00
1	01-Mar-22	21,000.00	48,750.05	2,051,249.95
2	01-Sep-22	20,512.50	49,237.55	2,002,012.40
3	01-Mar-23	20,020.12	49,729.93	1,952,282.47
4	01-Sep-23	19,522.82	50,227.23	1,902,055.25
5	29-Feb-24	19,020.55	50,729.50	1,851,325.75
6	31-Aug-24	18,513.26	51,236.79	1,800,088.95
7	28-Feb-25	18,000.89	51,749.16	1,748,339.79
8	31-Aug-25	17,483.40	52,266.65	1,696,073.14
9	01-Mar-26	16,960.73	52,789.32	1,643,283.82
10	01-Sep-26	16,432.84	53,317.21	1,589,966.61
11	01-Mar-27	15,899.67	53,850.38	1,536,116.22
12	01-Sep-27	15,361.16	54,388.89	1,481,727.34
13	29-Feb-28	14,817.27	54,932.78	1,426,794.56
14	31-Aug-28	14,267.95	55,482.11	1,371,312.45
15	28-Feb-29	13,713.12	56,036.93	1,315,275.53
16	31-Aug-29	13,152.76	56,597.30	1,258,678.23
17	01-Mar-30	12,586.78	57,163.27	1,201,514.96
18	01-Sep-30	12,015.15	57,734.90	1,143,780.06
19	01-Mar-31	11,437.80	58,312.25	1,085,467.81
20	01-Sep-31	10,854.68	58,895.37	1,026,572.44
21	29-Feb-32	10,265.72	59,484.33	967,088.11
22	31-Aug-32	9,670.88	60,079.17	907,008.95
23	28-Feb-33	9,070.09	60,679.96	846,328.98
24	31-Aug-33	8,463.29	61,286.76	785,042.22
25	01-Mar-34	7,850.42	61,899.63	723,142.59
26	01-Sep-34	7,231.43	62,518.62	660,623.97
27	01-Mar-35	6,606.24	63,143.81	597,480.16
28	01-Sep-35	5,974.80	63,775.25	533,704.91
29	29-Feb-36	5,337.05	64,413.00	469,291.91
30	31-Aug-36	4,692.92	65,057.13	404,234.78
31	28-Feb-37	4,042.35	65,707.70	338,527.07
32	31-Aug-37	3,385.27	66,364.78	272,162.29
33	01-Mar-38	2,721.62	67,028.43	205,133.87
34	01-Sep-38	2,051.34	67,698.71	137,435.16
35	01-Mar-39	1,374.35	68,375.70	69,059.46
36	01-Sep-39	690.59	69,059.46	0.00
		\$ 411,001.82	\$ 2,100,000.00	

EXHIBIT C

Project Budget

The loan funds (Two Million One Hundred Thousand Dollars (\$2,100,000.00)) may be utilized to cover eligible costs included in the project construction budget and any additional eligible costs for project management and construction oversight.

Project costs include engineering investigations, design, preparation of construction plans and specifications, and permitting.

Construction of Dam Rehabilitation (detailed construction costs must be submitted upon completion of design).

Engineering construction inspection including preparation of record drawings.

EXHIBIT D

Project Schedule

The Borrower shall obtain the services of a New Jersey licensed professional engineer experienced in the design and construction of dams to prepare all documentation necessary to obtain permits necessary for the rehabilitation of the dam.

A preliminary engineering report prepared by the engineer shall be submitted to the Department within six months from the effective date of this loan agreement. The effective date is the date in which the final Department signature is obtained on this agreement. This preliminary engineering report shall include an investigation of alternatives for rehabilitation with the recommendation for final design. All engineering calculations, including but not limited to; hydrologic and hydraulic analyses and preliminary geotechnical and structural analyses, must be submitted with the preliminary report.

If any deficiencies are identified by the Department during the review of the preliminary engineering report, the Borrower shall assure that such deficiencies are corrected within one month of the date of the Department's written directive to correct the deficiencies.

The Borrower shall prepare and submit all necessary permit applications for the project within three months from the date of the Department's written approval of the preliminary engineering report. The permit application shall include all information as required by the New Jersey Dam Safety Standards, N.J.A.C. 7:20-1.7.

If any deficiencies are identified by the Department during the review of the permit applications the Borrower shall assure that such deficiencies are corrected within one month of the date of the Department's written directive to correct the deficiencies.

The Borrower shall commence construction within three months from the date of the permit issued by the Department for the repair of the dam. Construction of the project shall be completed within one year from the date of the start of construction.

The required completion report and as-built drawings must be submitted within two months from the completion of construction.

EXHIBIT E

Additional Covenants and Requirements

1. The Borrower covenants and agrees that it will expeditiously initiate and timely complete the project work for which this loan is being awarded and in accordance with the Plans and Specifications approved by the State. Said plans and specifications are to be attached hereto as part of Exhibit A-1 and made a part of this Loan Agreement. These Plans and Specifications demonstrate a complete project designed in accordance with the New Jersey Dam Safety Standards, N.J.A.C. 7:20-1.1 et. seq. which can be utilized in accordance with the objectives set forth in the Project Description, Exhibit A-1.
2. The Project must be constructed in accordance with the Safe Dam Act, N.J.S.A. 58:4-1 et. seq., the New Jersey Dam Safety Standards, N.J.A.C. 7:20-1.1 et. seq.
3. The Borrower agrees to adhere to the project schedule as presented in Exhibit D. The project shall be completed within two years from the date of the execution of this Loan Agreement by the State. However, the State, in its sole discretion may extend the time frame for additional periods as may be necessary. Such extensions, if any, shall be made in writing by the State.
4. The Borrower agrees to prepare an Operation and Maintenance Manual and the Emergency Action Plan for the dam as required by the New Jersey Dam Safety Standards, N.J.A.C. 7:20-1.11. These documents shall be submitted to the Dam Safety Section as part of the required permit application.
5. It is understood that the award of this loan does not commit or obligate the State to modify the loan amount to cover costs of overruns beyond the loan amount. Cost overruns for the project or any portion thereof are solely the responsibility of the borrower. Failure to complete a project due to insufficient funds will constitute an Event of Default and shall be remedied in accordance with Section 5.03 of this loan agreement.

EXHIBIT F

Subcontractors Certification

**LOAN AGREEMENT
BETWEEN**

Borough of Mountain Lakes

**AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

SUBCONTRACTOR CERTIFICATION

As a condition of the State's consent to the subcontract entered into between _____ (the "subcontractor") and the Borough of Mountain Lakes (the "Borrower") (such subcontract, the "subcontract") for work in furtherance of the loan agreement with the State of New Jersey (the "State") captioned above (the "loan agreement") and in consideration of any payment or benefit the subcontractor may receive for its performance of the subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the loan agreement, the subcontractor shall comply with, and shall be bound by, all terms of the loan agreement (excepting only those terms, if any, requiring the provision of goods or services not required by the subcontract) as though it were the Borrower and as though all such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary. The subcontractor acknowledges that the Borrower has given it a complete copy of the loan agreement and that it is familiar with all of the loan agreement's terms.
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Borrower and has no relationship with the State in connection with the loan agreement as its agent, servant, employee, borrower, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State its officers, agents, servants, or employees (the "State, Township or their agents") (a) which arises out of or in connection with, or which is based on (i) the subcontract or the loan agreement, (ii) any service or goods the subcontractor provides pursuant to the subcontract or in furtherance of the loan agreement, or (iii) the relationship between the subcontractor and the Borrower in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, agents, servants, and employees from and against any damage, claim, demand, liability, judgement, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract (collectively, "performance"), regardless of whether such performance was undertaken by the subcontractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited to (a) any settlement by the State of any claim or judgement against the State or its agents, provided the subcontractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The subcontractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses incurred in connection with any damage and (ii) promptly satisfy and discharge any judgement rendered against the State or its agents, or any settlement entered into by the State, for any damage. The subcontractor shall not assert any defense which would be available to the State but not to the subcontractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination or expiration of the subcontractor and the loan agreement. The subcontractor does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the subcontractor in writing and shall have a copy of such claim forwarded to the subcontractor.

Date: _____

(print name of subcontractor)

by: _____
(signature)

(print name)

(print title)

ATTEST:

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(number and street)

(municipality, state, and zip code)

(print name)

(telephone number)

CERTIFICATION*

I, _____, _____, of
(print name) (print title)

_____ certify that the individual who executed this

(print subcontractor's name)
Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:

(signature of subcontractor's secretary or equivalent)

(signature of another officer of subcontractor,
if corp. Or org.; otherwise, person as witness)

(print name)

(print name)

(print title)

(print title)

Date: _____

Please seal here.

*This certification must be completed if the subcontractor is an organization, rather than a sole proprietorship.

EXHIBIT G

Borrower Resolution

**LOAN AGREEMENT
BETWEEN**

**Borough of Mountain Lakes
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

BORROWERS RESOLUTION

The governing body of the Borough of Mountain Lakes desires to further the public interest by obtaining a loan from the State of New Jersey in the amount of Two Million One Hundred Thousand Dollars (\$2,100,000.00) to fund the rehabilitation of the Sunset Lake Dam.

Therefore, the governing body resolves that _____ or the successor to the office of _____ (print name) is authorized (a) to execute a loan agreement with the State for a loan in (print title of authorized official) an amount not more than Two Million One Hundred Thousand Dollars (\$2,100,000.00), and (b) to execute any amendments thereto.

The Board of Directors of the Borough of Mountain Lakes authorizes and hereby agrees to complete the dam restoration project and reimburse the State in accordance with the terms and conditions of the loan agreement.

The Borough of Mountain Lakes agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____, 201__.

Ayes: _____
Noes: _____
Absent: _____

RESOLUTION APPROVED:

(signature of official necessary to validate resolution, if any)

(print name)

(print title)

CERTIFICATION

I, _____, Secretary of Borough of Mountain Lakes Board of Directors, certify that this resolution was duly adopted by the Borough of Mountain Lakes Board of Directors at a meeting duly held on the _____ day of _____, 201____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature*.

(signature)

(print name)

(print title)

ATTEST:

Date: _____

(signature of another official of Borrower)

(print name)

(print title)

* This date must be no more than sixty (60) days prior to the Borrower's execution of the agreement. If the original certification expires prior to the Borrower's execution, Borrower must submit a currently certified copy of this resolution when it returns the executed agreement to the State.

Place seal here.

APPROVED AS TO FORM:

(signature of Borrower's attorney)

(print name)

Date: _____

STATE AND BORROWER APPROVAL SIGNATURES

For the State:

For the Borrower: *

signature

signature

_____, Deputy Attorney General
print name

_____, Attorney for Borrower
print name

Date: _____

Date: _____

APPROVAL OF THE LENDING
AGENCY

DAM SAFETY AND FLOOD CONTROL

By: _____
(signature)

(print name)

(print title)

Date: _____

* Approval of this Loan Agreement by an Attorney for the Borrower is optional.

EXECUTION SIGNATURES

By the signatures below, the Borrower and the State execute this agreement and conform that they are mutually bound by all provisions contained in its General Terms and Conditions and in each attachment selected as "Exhibit" in the Attachments.

Signed:

Borough of Mountain Lakes

By: _____
 (signature)

 (print name)

 (print title)

Date: _____

Countersigned:

THE STATE OF NEW JERSEY
BY: THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
 (signature)

 (print name)

(print title; Commissioner or authorized delegate)

Date: _____



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
ENGINEERING & CONSTRUCTION
DIVISION OF DAM SAFETY & FLOOD CONTROL
Mail Code 501-01A

PO Box 420, Trenton, NJ 08625-0420
Telephone: 609-984-0859 Fax: 609-984-1908

PHILIP MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

CATHERINE R. McCABE
Commissioner

APR 22 2019

Mr. Richard Sheola, Borough Manager
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

Re: Sunset Lake Dam
Dam Restoration and Inland Water Loan Program

Dear Mr. Sheola:

In reference to the Dam Restoration and Inland Water Loan for the Sunset Lake Dam, enclosed please find three copies of the loan agreement for your review. If you find the document to be acceptable, please return all three copies, signed by the authorized local government unit official, along with the required borrower resolution (Exhibit G).

Please return all three copies of the signed documents within forty-five days from the date of this letter. If you have any questions, please contact Kristi Tallone at (609) 984-3850 or via email at Kristi.Tallone@dep.nj.gov.

Sincerely,

John H. Moyle, P.E., Director
Bureau of Dam Safety and Flood Control

Enclosures

**BOROUGH OF MOUNTAIN LAKES
MORRIS COUNTY, NEW JERSEY**

ORDINANCE # 3-19

AMENDING

**AN ORDINANCE AMENDING CHAPTER 245, ZONING OF THE REVISED
GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND
ESTABLISHING ARTICLE VI, AFFORDABLE HOUSING**

IT IS HEREBY ORDAINED by the Borough Council of the Borough of Mountain Lakes, Morris County, State of New Jersey, as follows:

Section 1: Chapter 245, Article III, "Affordable Housing Overlay," Article VI, "Affordable Housing Regulations," Article VII, "Municipal Housing Liaison," of the Code is hereby repealed.

Section 2: Chapter 245, Article VI is hereby added to the Code to read as follows:

Article VI

Affordable Housing

§245-21. Purpose

- A. This Ordinance sets forth regulations regarding the low- and moderate-income housing units in the Borough consistent with the provisions known as the "Substantive Rules of the New Jersey Council on Affordable Housing," N.J.A.C. 5:93 et seq., the Uniform Housing Affordability Controls ("UHAC"), N.J.A.C. 5:80-26.1 et seq., and the Borough's constitutional obligation to provide a fair share of affordable housing for low- and moderate-income households. In addition, this section applies requirements for very low income housing established in P.L. 2008, c.46 (the "Roberts Bill").
- B. This Ordinance is intended to assure that low- and moderate-income units ("affordable units") are created with controls on affordability over time and that low- and moderate-income households shall occupy these units. This Ordinance shall apply except where inconsistent with applicable law.
- C. The Mountain Lakes Planning Board has adopted a Housing Element and Fair Share Plan pursuant to the Municipal Land Use Law at N.J.S.A. 40:55D-1, et seq. The Fair Share Plan has been endorsed by the governing body. The Fair Share Plan describes the ways the

Borough of Mountain Lakes shall address its fair share for low- and moderate-income housing as determined by the Superior Court and documented in the Housing Element.

- D. This Ordinance implements and incorporates the Fair Share Plan and addresses the requirements of N.J.A.C. 5:93, as may be amended and supplemented.
- E. The Borough shall file monitoring reports with the Superior Court and place the reports on its municipal website.

§245-22. Monitoring and Reporting Requirements

The Borough of Mountain Lakes shall comply with the following monitoring and reporting requirements regarding the status of its implementation of its Court-approved Housing Element and Fair Share Plan and N.J.A.C. 5:93.

- A. Beginning on January 29, 2020, and on every anniversary of that date through January 29, 2025, the Borough agrees to provide annual reporting of the status of all affordable housing activity within the municipality through posting on the municipal website with a copy of such posting provided to Fair Share Housing Center (FSHC), using forms previously developed for this purpose by the Council on Affordable Housing or any other forms endorsed by the FSHC.
- B. By July 1, 2020, as required pursuant to N.J.S.A. 52:27D-313, the Borough will post on its municipal website, with a copy provided to FSHC, a status report as to its implementation of the Plan and an analysis of whether any unbuilt sites or unfulfilled mechanisms continue to present a realistic opportunity and whether any mechanisms to meet unmet need should be revised or supplemented. Such posting shall invite any interested party to submit comments to the municipality, with a copy to Fair Share Housing Center, regarding whether any sites no longer present a realistic opportunity and should be replaced and whether any mechanisms to meet unmet need should be revised or supplemented. Any interested party may by motion request a hearing before the court regarding these issues.
- C. By January 29, 2022, and every third year thereafter, as required by N.J.S.A. 52:27D-329.1, the Borough will post on its municipal website, with a copy provided FSHC, a status report as to its satisfaction of its very low-income requirements, including the family very low income requirements referenced herein. Such posting shall invite any interested party to submit comments to the municipality and FSHC on the issue of whether the municipality has complied with its very low-income housing obligation under the terms of this settlement.

§245-23. Definitions

The following terms when used in this Ordinance shall have the meanings given in this Section:

“Accessory apartment” means a residential dwelling unit with a kitchen, sanitary facilities, sleeping quarters and a private entrance, which is created within an existing home or existing accessory structure on the same site, or is a dwelling above or connected to an existing building which has historically served as a rental apartment.

“Act” means the Fair Housing Act of 1985, P.L. 1985, c. 222 (N.J.S.A. 52:27D-301 et seq.)

“Adaptable” means constructed in compliance with the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.

“Administrative agent” means the entity responsible for the administration of affordable units in accordance with this ordinance, N.J.A.C. 5:93 and N.J.A.C. 5:80-26.1 et seq.

“Affirmative marketing” means a regional marketing strategy designed to attract buyers and/or renters of affordable units pursuant to N.J.A.C. 5:80-26.15.

“Affordability average” means the average percentage of median income at which restricted units in an affordable housing development are affordable to low- and moderate-income households.

“Affordable” means, a sales price or rent within the means of a low- or moderate-income household as defined in N.J.A.C. 5:93-7.4; in the case of an ownership unit, that the sales price for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.6, as may be amended and supplemented, and, in the case of a rental unit, that the rent for the unit conforms to the standards set forth in N.J.A.C. 5:80-26.12, as may be amended and supplemented.

“Affordable development” means a housing development all or a portion of which consists of restricted units.

“Affordable housing development” means a development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a 100 percent affordable development.

“Affordable housing program(s)” means any mechanism in a municipal Fair Share Plan prepared or implemented to address a municipality’s fair share obligation.

“Affordable unit” means a housing unit proposed or created pursuant to the Act, approved for crediting by the Court and/or funded through an affordable housing trust fund.

“Agency” means the New Jersey Housing and Mortgage Finance Agency established by P.L. 1983, c. 530 (N.J.S.A. 55:14K-1, et seq.).

“Age-restricted unit” means a housing unit designed to meet the needs of, and exclusively for, the residents of an age-restricted segment of the population such that: 1) all the residents of the development where the unit is situated are 62 years or older; or 2) at least 80 percent of the units are occupied by one person that is 55 years or older; or 3) the development has been designated by the Secretary of the U.S. Department of Housing and Urban Development as “housing for older persons” as defined in Section 807(b)(2) of the Fair Housing Act, 42 U.S.C. § 3607.

“Alternative living arrangement” a structure in which households live in distinct bedrooms, yet share kitchen and plumbing facilities, central heat and common areas. Alternate living arrangements includes, but are not limited to: transitional facilities for the homeless, Class A, B, C, D, and E boarding homes, as regulated by the New Jersey Department of Community Affairs; residential health care facilities as regulated by the New Jersey Department of Health; group homes for the developmentally disabled and mentally ill as licensed and/or regulated by the New Jersey Department of Human Services; and congregate living arrangements.

“Assisted living residence” means a facility licensed by the New Jersey Department of Health and Senior Services to provide apartment-style housing and congregate dining and to assure that assisted living services are available when needed for four or more adult persons unrelated to the proprietor and that offers units containing, at a minimum, one unfurnished room, a private bathroom, a kitchenette and a lockable door on the unit entrance.

“Certified household” means a household that has been certified by an Administrative Agent as a low-income household or moderate-income household.

“COAH” means the Council on Affordable Housing, which is in, but not of, the Department of Community Affairs of the State of New Jersey, that was established under the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et seq.).

“DCA” means the State of New Jersey Department of Community Affairs.

“Deficient housing unit” means a housing unit with health and safety code violations that require the repair or replacement of a major system. A major system includes weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement and/or load bearing structural systems.

“Developer” means any person, partnership, association, company or corporation that is the legal or beneficial owner or owners of a lot or any land proposed to be included in a proposed development including the holder of an option to contract or purchase, or other person having an enforceable proprietary interest in such land.

“Development” means the division of a parcel of land into two or more parcels, the construction, reconstruction, conversion, structural alteration, relocation, or enlargement of any use or change in the use of any building or other structure, or of any mining, excavation or landfill, and any use or change in the use of any building or other structure, or land or extension of use of land, for which permission may be required pursuant to N.J.S.A. 40:55D-1 et seq.

“Inclusionary development” means a development containing both affordable units and market rate units. This term includes, but is not necessarily limited to: new construction, the conversion of a non-residential structure to residential and the creation of new affordable units through the reconstruction of a vacant residential structure.

“Low-income household” means a household with a total gross annual household income equal to 50 percent or less of the regional median household income by household size.

“Low-income unit” means a restricted unit that is affordable to a low-income household.

“Major system” means the primary structural, mechanical, plumbing, electrical, fire protection, or occupant service components of a building which include but are not limited to, weatherization, roofing, plumbing (including wells), heating, electricity, sanitary plumbing (including septic systems), lead paint abatement or load bearing structural systems.

“Market-rate units” means housing not restricted to low- and moderate-income households that may sell or rent at any price.

“Median income” means the median income by household size for the applicable county, as adopted annually by COAH or approved by the New Jersey Superior Court.

“Moderate-income household” means a household with a total gross annual household income in excess of 50 percent but less than 80 percent of the median household income.

“Moderate-income unit” means a restricted unit that is affordable to a moderate-income household.

“Non-exempt sale” means any sale or transfer of ownership other than the transfer of ownership between husband and wife; the transfer of ownership between former spouses ordered as a result

of a judicial decree of divorce or judicial separation, but not including sales to third parties; the transfer of ownership between family members as a result of inheritance; the transfer of ownership through an executor's deed to a Class A beneficiary and the transfer of ownership by court order.

“Random selection process” means a process by which currently income-eligible households are selected for placement in affordable housing units such that no preference is given to one applicant over another except for purposes of matching household income and size with an appropriately priced and sized affordable unit (e.g., by lottery).

“Regional asset limit” means the maximum housing value in each housing region affordable to a four-person household with an income at 80 percent of the regional median as defined by/approved regional income limits.

“Rehabilitation” means the repair, renovation, alteration or reconstruction of any building or structure, pursuant to the Rehabilitation Subcode, N.J.A.C. 5:23-6.

“Rent” means the gross monthly cost of a rental unit to the tenant, including the rent paid to the landlord, as well as an allowance for tenant-paid utilities computed in accordance with allowances published by DCA for its Section 8 program. In assisted living residences, rent does not include charges for food and services.

“Restricted unit” means a dwelling unit, whether a rental unit or ownership unit, that is subject to the affordability controls of N.J.A.C. 5:80-26.1, as may be amended and supplemented, but does not include a market-rate unit financed under UHORP or MONI.

“Special Master” means an expert appointed by a judge to make sure that judicial orders are followed. A master's function is essentially investigative, compiling evidence or documents to inform some future action by the court.

“UHAC” means the Uniform Housing Affordability Controls set forth in N.J.A.C. 5:80-26.1 et seq.

“Very low-income household” means a household with a total gross annual household income equal to 30 percent or less of the median household income.

“Very low-income unit” means a restricted unit that is affordable to a very low-income household.

“Weatherization” means building insulation (for attic, exterior walls and crawl space), siding to improve energy efficiency, replacement storm windows, replacement storm doors, replacement windows and replacement doors, and is considered a major system for rehabilitation.

§245-24. Borough-wide Mandatory Set-Aside

A. Any future multi-family residential development providing a minimum of five (5) new housing units or more is required to include an affordable housing set-aside of 20% if the affordable units will be for sale and 15% if the affordable units will be for rent. This requirement shall not apply to residential expansions, additions, renovations, replacement, or any other type of residential development that does not result in a net increase in the number of dwellings of five or more. This requirement does not give any developer the right to any such rezoning, variance or other relief, or establish any obligation on the part of Mountain

Lakes to grant such rezoning, variance or other relief. No subdivision shall be permitted or approved for the purpose of avoiding compliance with this requirement.

- B. This requirement shall not apply to any sites or specific zones otherwise identified in the Borough’s Settlement Agreement with Fair Share Housing Center dated January 29, 2019, or in the Borough’s Housing Element and Fair Share Plan, adopted by the Borough Planning Board and endorsed by the Borough Council, for which density and set-aside standards shall be governed by the specific standards set forth therein.

§245-25. Accessory Apartment Program

Accessory apartments created under this program shall abide by the regulations in this chapter and those outlined in Chapter 245, Article VI, Affordable Accessory Apartments.

§245-26. New Construction

The following general guidelines apply to all newly constructed developments that contain low- and moderate-income housing units, including any currently unanticipated future developments that will provide low- and moderate-income housing units.

- A. Phasing. Final site plan or subdivision approval shall be contingent upon the affordable housing development meeting the following phasing schedule for low- and moderate-income units.

Maximum Percentage of Market-Rate Units Completed	Minimum Percentage of Low- and Moderate-Income Units Completed
25%	0%
25% +1	10%
50%	50%
75%	75%
90%	100%

- B. Design. In inclusionary developments, to the extent possible, low- and moderate-income units shall be integrated with the market units.
- C. Off-site construction. A developer may construct affordable units off-site at the discretion of either the Planning or Zoning Board, whichever is the applicable reviewing entity, in accordance with N.J.A.C. 5:93.
- D. Utilities. Affordable units shall utilize the same type of heating source as market units within the affordable development.
- E. Low/Moderate Split and Bedroom Distribution of Affordable Housing Units:
 - (1) The fair share obligation shall be divided equally between low- and moderate-income units, except that where there is an odd number of affordable housing units, the extra unit shall be a low income unit.
 - (2) In each affordable development, at least 50 percent of the restricted units within each bedroom distribution shall be low-income units.

- (3) Within rental developments, of the total number of affordable rental units, at least 13% shall be affordable to very low-income households.
- (4) Affordable developments that are not age-restricted shall be structured in conjunction with realistic market demands such that:
 - (a) The combined number of efficiency and one-bedroom units shall be no greater than 20 percent of the total low- and moderate-income units;
 - (b) At least 30 percent of all low- and moderate-income units shall be two bedroom units;
 - (c) At least 20 percent of all low- and moderate-income units shall be three bedroom units; and
 - (d) The remaining units may be allocated among two and three bedroom units at the discretion of the developer.
- (5) Affordable developments that are age-restricted shall be structured such that the number of bedrooms shall equal the number of age-restricted low- and moderate-income units within the inclusionary development. The standard may be met by having all one-bedroom units or by having a two-bedroom unit for each efficiency unit.

F. Accessibility Requirements:

- (1) The first floor of all restricted townhouse dwelling units and all restricted units in all other multistory buildings shall be subject to the technical design standards of the Barrier Free Subcode, N.J.A.C. 5:23-7.
- (2) All restricted townhouse dwelling units and all restricted units in other multistory buildings in which a restricted dwelling unit is attached to at least one other dwelling unit shall have the following features:
 - (a) An adaptable toilet and bathing facility on the first floor;
 - (b) An adaptable kitchen on the first floor;
 - (c) An interior accessible route of travel on the first floor;
 - (d) An interior accessible route of travel shall not be required between stories within an individual unit;
 - (e) An adaptable room that can be used as a bedroom, with a door or the casing for the installation of a door, on the first floor; and

G. Maximum Rents and Sales Prices

- (1) In establishing rents and sales prices of affordable housing units, the administrative agent shall follow the procedures set forth in UHAC and by the Superior Court, utilizing the regional income limits established.
- (2) The maximum rent for restricted rental units within each affordable development shall be affordable to households earning no more than 60 percent of median income, and the average rent for restricted low- and moderate-income units shall be affordable to households earning no more than 52 percent of median income.

- (3) The developers and/or municipal sponsors of restricted rental units shall establish at least one rent for each bedroom type for both low-income and moderate-income units. At least 13 percent of all low- and moderate-income rental units shall be affordable to households earning no more than 30 percent of median income.
- (4) The maximum sales price of restricted ownership units within each affordable development shall be affordable to households earning no more than 70 percent of median income, and each affordable development must achieve an affordability average of 55 percent for restricted ownership units; in achieving this affordability average, moderate-income ownership units must be available for at least three different prices for each bedroom type, and low-income ownership units must be available for at least two different prices for each bedroom type. At least 13 percent of all low- and moderate-income rental units shall be affordable to households earning no more than 30 percent of median income. These very low-income units shall be part of the low-income requirement.
- (5) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units other than assisted living facilities, the following standards shall be used:
 - (a) A studio shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household;
 - (c) A two-bedroom unit shall be affordable to a three-person household;
 - (d) A three-bedroom unit shall be affordable to a four and one-half person household; and
 - (e) A four-bedroom unit shall be affordable to a six-person household.
- (6) In determining the initial sales prices and rents for compliance with the affordability average requirements for restricted units in assisted living facilities, the following standards shall be used:
 - (a) A studio shall be affordable to a one-person household;
 - (b) A one-bedroom unit shall be affordable to a one and one-half person household; and
 - (c) A two-bedroom unit shall be affordable to a two-person household or to two one-person households.
- (7) The initial purchase price for all restricted ownership units shall be calculated so that the monthly carrying cost of the unit, including principal and interest (based on a mortgage loan equal to 95 percent of the purchase price and the Federal Reserve H.15 rate of interest), taxes, homeowner and private mortgage insurance and condominium or homeowner association fees do not exceed 28 percent of the eligible monthly income of the appropriate size household as determined under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the price shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.
- (8) The initial rent for a restricted rental unit shall be calculated so as not to exceed 30 percent of the eligible monthly income of the appropriate household size as determined

under N.J.A.C. 5:80-26.4, as may be amended and supplemented; provided, however, that the rent shall be subject to the affordability average requirement of N.J.A.C. 5:80-26.3, as may be amended and supplemented.

- (9) The price of owner-occupied low- and moderate-income units may increase annually based on the percentage increase in the regional median income limit for each housing region. In no event shall the maximum resale price established by the administrative agent be lower than the last recorded purchase price.
- (10) The rent of low- and moderate-income units may be increased annually based on the percentage increase in the Housing Consumer Price Index for the United States. This increase shall not exceed nine percent in any one year. Rent increases for units constructed pursuant to low- income housing tax credit regulations shall be indexed pursuant to the regulations governing low- income housing tax credits.
- (11) Tenant-paid utilities that are included in the utility allowance shall be so stated in the lease and shall be consistent with the utility allowance approved by DCA for its Section 8 program.
- (12) Condominium and Homeowners Associates Fees. For any affordable housing unit that is part of a condominium association and/or homeowner's association, the Master Deed shall reflect that the association fee assessed for each affordable housing unit shall be established at 100 percent of the market rate fee.

§245-27. Occupancy Standards.

- A. In referring certified households to specific restricted units, to the extent feasible, and without causing an undue delay in occupying the unit, the Administrative Agent shall strive to:
 - (1) Provide an occupant for each bedroom;
 - (2) Provide children of different sex with separate bedrooms; and
 - (3) Prevent more than two persons from occupying a single bedroom.
- B. Additional provisions related to occupancy standards (if any) shall be provided in the municipal Operating Manual.

§245-28. Control Periods for Restricted Ownership Units and Enforcement Mechanisms

- A. Control periods for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.5, as may be amended and supplemented, and each restricted ownership unit shall remain subject to the requirements of this Ordinance until Mountain Lakes elects to release the unit from such requirements however, and prior to such an election, a restricted ownership unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.
- B. The affordability control period for a restricted ownership unit shall commence on the date the initial certified household takes title to the unit.
- C. Prior to the issuance of the initial certificate of occupancy for a restricted ownership unit and upon each successive sale during the period of restricted ownership, the administrative agent shall determine the restricted price for the unit and shall also determine the non-restricted, fair market value of the unit based on either an appraisal or the unit's equalized assessed value.

- D. At the time of the first sale of the unit, the purchaser shall execute and deliver to the Administrative Agent a recapture note obligating the purchaser (as well as the purchaser's heirs, successors and assigns) to repay, upon the first non-exempt sale after the unit's release from the requirements of this Ordinance, an amount equal to the difference between the unit's non-restricted fair market value and its restricted price, and the recapture note shall be secured by a recapture lien evidenced by a duly recorded mortgage on the unit.
- E. The affordability controls set forth in this Ordinance shall remain in effect despite the entry and enforcement of any judgment of foreclosure with respect to restricted ownership units.
- F. A restricted ownership unit shall be required to obtain a Continuing Certificate of Occupancy or a certified statement from the Construction Official stating that the unit meets all code standards upon the first transfer of title that follows the expiration of the applicable minimum control period provided under N.J.A.C. 5:80-26.5(a), as may be amended and supplemented.

§245-29. Price Restrictions for Restricted Ownership Units, Homeowner Association Fees and Resale Prices

Price restrictions for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, including:

- A. The initial purchase price for a restricted ownership unit shall be approved by the Administrative Agent.
- B. The Administrative Agent shall approve all resale prices, in writing and in advance of the resale, to assure compliance with the foregoing standards.
- C. The method used to determine the condominium association fee amounts and special assessments shall be indistinguishable between the low- and moderate-income unit owners and the market unit owners.
- D. The owners of restricted ownership units may apply to the Administrative Agent to increase the maximum sales price for the unit on the basis of capital improvements. Eligible capital improvements shall be those that render the unit suitable for a larger household or the addition of a bathroom.

§245-30. Buyer Income Eligibility.

- A. Buyer income eligibility for restricted ownership units shall be in accordance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, such that low-income ownership units shall be reserved for households with a gross household income less than or equal to 50 percent of median income and moderate-income ownership units shall be reserved for households with a gross household income less than 80 percent of median income.
- B. The Administrative Agent shall certify a household as eligible for a restricted ownership unit when the household is a low-income household or a moderate-income household, as applicable to the unit, and the estimated monthly housing cost for the particular unit (including principal, interest, taxes, homeowner and private mortgage insurance and condominium or homeowner association fees, as applicable) does not exceed 33 percent of the household's certified monthly income.

§245-31. Limitations on indebtedness secured by ownership unit; subordination.

- A. Prior to incurring any indebtedness to be secured by a restricted ownership unit, the administrative agent shall determine in writing that the proposed indebtedness complies with the provisions of this section.
- B. With the exception of original purchase money mortgages, during a control period neither an owner nor a lender shall at any time cause or permit the total indebtedness secured by a restricted ownership unit to exceed 95 percent of the maximum allowable resale price of that unit, as such price is determined by the administrative agent in accordance with N.J.A.C.5:80-26.6(b).

§245-32. Control Periods for Restricted Rental Units

- A. Control periods for restricted rental units shall be in accordance with N.J.A.C. 5:80-26.11, as may be amended and supplemented, and each restricted rental unit shall remain subject to the requirements of this Ordinance until the Borough of Mountain Lakes elects to release the unit from such requirements pursuant to action taken in compliance with N.J.A.C. 5:80-26.1, as may be amended and supplemented, and prior to such an election, a restricted rental unit must remain subject to the requirements of N.J.A.C. 5:80-26.1, as may be amended and supplemented, for at least 30 years.
- B. Deeds of all real property that include restricted rental units shall contain deed restriction language. The deed restriction shall have priority over all mortgages on the property, and the deed restriction shall be filed by the developer or seller with the records office of the County of Morris. A copy of the filed document shall be provided to the Administrative Agent within 30 days of the receipt of a Certificate of Occupancy.
- C. A restricted rental unit shall remain subject to the affordability controls of this Ordinance, despite the occurrence of any of the following events:

- (1) Sale or other voluntary transfer of the ownership of the unit; or
- (2) The entry and enforcement of any judgment of foreclosure.

§245-33. Price Restrictions for Rental Units; Leases

- A. A written lease shall be required for all restricted rental units, except for units in an assisted living residence, and tenants shall be responsible for security deposits and the full amount of the rent as stated on the lease. A copy of the current lease for each restricted rental unit shall be provided to the Administrative Agent. Assignment and subletting shall not be permitted.
- B. No additional fees or charges shall be added to the approved rent (except, in the case of units in an assisted living residence, to cover the customary charges for food and services) without the express written approval of the Administrative Agent.
- C. Application fees (including the charge for any credit check) shall not exceed five percent of the monthly rent of the applicable restricted unit and shall be payable to the Administrative Agent to be applied to the costs of administering the controls applicable to the unit as set forth in this Ordinance.

§245-34. Tenant Income Eligibility.

- A. Tenant income eligibility shall be in accordance with N.J.A.C. 5:80-26.13, as may be amended and supplemented, and shall be determined as follows:
 - (1) Very low-income rental units shall be reserved for households with a gross household income less than or equal to 30 percent of median income.
 - (2) Low-income rental units shall be reserved for households with a gross household income less than or equal to 50 percent of median income.
 - (3) Moderate-income rental units shall be reserved for households with a gross household income less than 80 percent of median income.
- B. The Administrative Agent shall certify a household as eligible for a restricted rental unit when the household is a very low-income, low-income household or a moderate-income household, as applicable to the unit, and the rent proposed for the unit does not exceed 35 percent (40 percent for age-restricted units) of the household's eligible monthly income as determined pursuant to N.J.A.C. 5:80-26.16, as may be amended and supplemented; provided, however, that this limit may be exceeded if one or more of the following circumstances exists:
 - (1) The household currently pays more than 35 percent (40 percent for households eligible for age-restricted units) of its gross household income for rent, and the proposed rent will reduce its housing costs;
 - (2) The household has consistently paid more than 35 percent (40 percent for households eligible for age-restricted units) of eligible monthly income for rent in the past and has proven its ability to pay;
 - (3) The household is currently in substandard or overcrowded living conditions;
 - (4) The household documents the existence of assets with which the household proposes to supplement the rent payments; or
 - (5) The household documents proposed third-party assistance from an outside source such as a family member in a form acceptable to the Administrative Agent and the owner of the unit.
- C. The applicant shall file documentation sufficient to establish the existence of the circumstances in (2)(a) through (e) above with the Administrative Agent, who shall counsel the household on budgeting.

§245-35. Municipal Housing Liaison.

- A. The position of Municipal Housing Liaison (MHL) for Mountain Lakes is established by this ordinance. The MHL shall be appointed by duly adopted resolution of the Borough Council and be subject to the approval by the Superior Court.
- B. The MHL must be either a full-time or part-time employee of the Borough of Mountain Lakes.
- C. The Municipal Housing Liaison shall be approved by the Court and shall be duly qualified through a training program sponsored by Affordable Housing Professionals of New Jersey before assuming the duties of Municipal Housing Liaison.

- D. The Municipal Housing Liaison shall be responsible for oversight and administration of the affordable housing program for Mountain Lakes, including the following responsibilities which may not be contracted out to the Administrative Agent:
- (1) Serving as the municipality's primary point of contact for all inquiries from the State, affordable housing providers, Administrative Agents and interested households;
 - (2) The implementation of the Affirmative Marketing Plan and affordability controls.
 - (3) When applicable, supervising any contracting Administrative Agent.
 - (4) Monitoring the status of all restricted units in the Borough of Mountain Lakes' Fair Share Plan;
 - (5) Compiling, verifying and submitting annual reports as required by the Superior Court;
 - (6) Coordinating meetings with affordable housing providers and Administrative Agents, as applicable; and
 - (7) Attending continuing education opportunities on affordability controls, compliance monitoring and affirmative marketing as offered or approved by the Superior Court.

§245-36. Administrative Agent.

- A. The Borough shall designate by resolution of the Borough Council, subject to the approval of the Superior Court, one or more Administrative Agents to administer newly constructed affordable units in accordance with N.J.A.C. 5:93 and UHAC.
- B. An Operating Manual shall be provided by the Administrative Agent(s) to be adopted by resolution of the governing body and subject to approval of the Superior Court. The Operating Manuals shall be available for public inspection in the Office of the Municipal Clerk and in the office(s) of the Administrative Agent(s).
- C. The Administrative Agent shall perform the duties and responsibilities of an administrative agent as are set forth in UHAC and which are described in full detail in the Operating Manual, including those set forth in N.J.A.C. 5:80-26.14, 16 and 18 thereof, which includes:
- (1) Attending continuing education opportunities on affordability controls, compliance monitoring, and affirmative marketing as offered or approved by the Superior Court;
 - (2) Affirmative Marketing;
 - (3) Household Certification;
 - (4) Affordability Controls;
 - (5) Records retention;
 - (6) Resale and re-rental;
 - (7) Processing requests from unit owners; and
 - (8) Enforcement, though the ultimate responsibility for retaining controls on the units rests with the municipality.
 - (9) The Administrative Agent shall have authority to take all actions necessary and appropriate to carry out its responsibilities, hereunder.

§245-37. Affirmative Marketing Requirements

- A. Mountain Lakes shall adopt by resolution an Affirmative Marketing Plan, subject to approval of the Superior Court, compliant with N.J.A.C. 5:80-26.15, as may be amended and supplemented.
- B. The affirmative marketing plan is a regional marketing strategy designed to attract buyers and/or renters of all majority and minority groups, regardless of race, creed, color, national origin, ancestry, marital or familial status, gender, affectional or sexual orientation, disability, age or number of children to housing units which are being marketed by a developer, sponsor or owner of affordable housing. The affirmative marketing plan is also intended to target those potentially eligible persons who are least likely to apply for affordable units in that region. It is a continuing program that directs all marketing activities toward COAH Housing Region 2 and covers the period of deed restriction.
- C. The affirmative marketing plan shall provide a regional preference for all households that live and/or work in COAH Housing Region 2 comprised of Essex, Morris, Union and Warren Counties.
- D. The Administrative Agent designated by Mountain Lakes shall assure the affirmative marketing of all affordable units consistent with the Affirmative Marketing Plan for the municipality.
- E. In implementing the affirmative marketing plan, the Administrative Agent shall provide a list of counseling services to low- and moderate-income applicants on subjects such as budgeting, credit issues, mortgage qualification, rental lease requirements, and landlord/tenant law.
- F. The affirmative marketing process for available affordable units shall begin at least four months prior to the expected date of occupancy.
- G. The costs of advertising and affirmative marketing of the affordable units shall be the responsibility of the developer, sponsor or owner, unless otherwise determined or agreed to by Mountain Lakes.
- H. Selection of Occupants of Affordable Housing Units.
 - (1) The administrative agent shall use a random selection process to select occupants of low- and moderate-income housing.
 - (2) A waiting list of all eligible candidates will be maintained in accordance with the provisions of N.J.A.C. 5:80-26 et seq.

§245-38. Enforcement of Affordable Housing Regulations

- A. Upon the occurrence of a breach of any of the regulations governing the affordable unit by an Owner, Developer or Tenant the municipality shall have all remedies provided at law or equity, including but not limited to foreclosure, tenant eviction, municipal fines, a requirement for household recertification, acceleration of all sums due under a mortgage, recoupment of any funds from a sale in the violation of the regulations, injunctive relief to prevent further violation of the regulations, entry on the premises, and specific performance.
- B. After providing written notice of a violation to an Owner, Developer or Tenant of a low- or moderate-income unit and advising the Owner, Developer or Tenant of the penalties for such

violations, the municipality may take the following action against the Owner, Developer or Tenant for any violation that remains uncured for a period of 60 days after service of the written notice:

- (1) The municipality may file a court action pursuant to N.J.S.A. 2A:58-11 alleging a violation, or violations, of the regulations governing the affordable housing unit. If the Owner, Developer or Tenant is found by the court to have violated any provision of the regulations governing affordable housing units the Owner, Developer or Tenant shall be subject to one or more of the following penalties, at the discretion of the court:
 - (a) A fine of not more than \$500 or imprisonment for a period not to exceed 90 days, or both. Each and every day that the violation continues or exists shall be considered a separate and specific violation of these provisions and not as a continuing offense;
 - (b) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment into the Mountain Lakes Affordable Housing Trust Fund of the gross amount of rent illegally collected;
 - (c) In the case of an Owner who has rented his or her low- or moderate-income unit in violation of the regulations governing affordable housing units, payment of an innocent tenant's reasonable relocation costs, as determined by the court.
- (2) The municipality may file a court action in the Superior Court seeking a judgment, which would result in the termination of the Owner's equity or other interest in the unit, in the nature of a mortgage foreclosure. Any judgment shall be enforceable as if the same were a judgment of default of the First Purchase Money Mortgage and shall constitute a lien against the low- and moderate-income unit.
 - (a) Such judgment shall be enforceable, at the option of the municipality, by means of an execution sale by the Sheriff, at which time the low- and moderate-income unit of the violating Owner shall be sold at a sale price which is not less than the amount necessary to fully satisfy and pay off any First Purchase Money Mortgage and prior liens and the costs of the enforcement proceedings incurred by the municipality, including attorney's fees. The violating Owner shall have the right to possession terminated as well as the title conveyed pursuant to the Sheriff's sale.
 - (b) The proceeds of the Sheriff's sale shall first be applied to satisfy the First Purchase Money Mortgage lien and any prior liens upon the low- and moderate-income unit. The excess, if any, shall be applied to reimburse the municipality for any and all costs and expenses incurred in connection with either the court action resulting in the judgment of violation or the Sheriff's sale. In the event that the proceeds from the Sheriff's sale are insufficient to reimburse the municipality in full as aforesaid, the violating Owner shall be personally responsible for and to the extent of such deficiency, in addition to any and all costs incurred by the municipality in connection with collecting such deficiency. In the event that a surplus remains after satisfying all of the above, such surplus, if any, shall be placed in escrow by the municipality for the Owner and shall be held in such escrow for a maximum period of two years or until such earlier time as the Owner shall make a claim with the municipality for such. Failure of the Owner to claim such balance within the two-year period shall

automatically result in a forfeiture of such balance to the municipality. Any interest accrued or earned on such balance while being held in escrow shall belong to and shall be paid to the municipality, whether such balance shall be paid to the Owner or forfeited to the municipality.

- (c) Foreclosure by the municipality due to violation of the regulations governing affordable housing units shall not extinguish the restrictions of the regulations governing affordable housing units as the same apply to the low- and moderate-income unit. Title shall be conveyed to the purchaser at the Sheriff's sale, subject to the restrictions and provisions of the regulations governing the affordable housing unit. The Owner determined to be in violation of the provisions of this plan and from whom title and possession were taken by means of the Sheriff's sale shall not be entitled to any right of redemption.
- (d) If there are no bidders at the Sheriff's sale, or if insufficient amounts are bid to satisfy the First Purchase Money Mortgage and any prior liens, the municipality may acquire title to the low- and moderate-income unit by satisfying the First Purchase Money Mortgage and any prior liens and crediting the violating owner with an amount equal to the difference between the First Purchase Money Mortgage and any prior liens and costs of the enforcement proceedings, including legal fees and the maximum resale price for which the low- and moderate-income unit could have been sold under the terms of the regulations governing affordable housing units. This excess shall be treated in the same manner as the excess which would have been realized from an actual sale as previously described.
- (e) Failure of the low- and moderate-income unit to be either sold at the Sheriff's sale or acquired by the municipality shall obligate the Owner to accept an offer to purchase from any qualified purchaser which may be referred to the Owner by the municipality, with such offer to purchase being equal to the maximum resale price of the low- and moderate-income unit as permitted by the regulations governing affordable housing units.
- (f) The Owner shall remain fully obligated, responsible and liable for complying with the terms and restrictions of governing affordable housing units until such time as title is conveyed from the Owner.

Section 3: If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 4: All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5: This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

Introduced:

Adopted:

Marcy Gianattasio, Borough Clerk

Lauren Barnett, Mayor

Ordinance 3-19, AN ORDINANCE AMENDING CHAPTER 245, ZONING OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND ESTABLISHING ARTICLE VI, AFFORDABLE HOUSING

Introduced: May 13, 2019

Adopted: May 29, 2019

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

Marcy Gianattasio, Municipal Clerk

Lauren Barnett, Mayor

BOROUGH OF MOUNTAIN LAKES
MORRIS COUNTY, NEW JERSEY

ORDINANCE # 4-19
AMENDING CHAPTER 245, ZONING OF THE CODE OF
THE BOROUGH OF MOUNTAIN LAKES

IT IS HEREBY ORDAINED by the Borough Council of the Borough of Mountain Lakes, Morris County, State of New Jersey, as follows:

Section 1: Chapter 245, Article II, § 245-4. Zoning Districts is hereby amended to add the following:

- | | |
|-------------|--------------------------------------------------------------------------|
| OL-1/MF-AHO | Office and Light Industrial Zone/Multi-Family Affordable Housing Overlay |
| OL-2/MF-AHO | Office and Light Industrial Zone/Multi-Family Affordable Housing Overlay |

Section 2: Chapter 245, Article II, § 245-5. Zoning Map is hereby amended to change the zone classification of the following tax lot from OL-1 to OL-1/MF-AHO: Block 7, Lot 7; and to change the zone classification of the following tax lots from OL-2 to OL-2/MF-AHO: Block 7, Lot 8 and Lot 9, Block 6, Lot 14, Block 116, Lots 5.01 through 5.52 and Block 116, Lot 6.

Section 3: Chapter 245, Article IV. Use Regulations is hereby amended by adding the following:

§ 245-14.1 Office and Light Industrial Zone OL-1/Multi-Family Affordable Housing Overlay

A. Permitted principal, accessory and conditional uses

- (1) As set forth under § 245-12.
- (2) Multi-family inclusionary development consisting of townhouses and/or multi-family dwelling units as permitted principal uses with a required set aside for low- and moderate-income households of 20% if such units are for sale and 15% if such units are for rent. Low- and moderate-income units shall comply with the

provisions of Article VI of this chapter (i.e., Affordable Housing Ordinance) Permitted accessory uses shall include uses which are customarily incidental to the permitted principal use, including, but not limited to, indoor and outdoor recreational facilities and related amenities for the exclusive use of residents and guests.

B. Bulk and Development Standards

- (1) For permitted uses other than multi-family inclusionary development, as set forth in Article V of this chapter for the OL-1 Zone.
- (2) For multi-family inclusionary development, as set forth below.
 - (a) Minimum lot size: 3 acres
 - (b) Minimum lot frontage: 250 feet
 - (c) Maximum density: 14 units per gross acre
 - (d) Maximum building height: 3 stories/40 feet
 - (e) Minimum front yard setback: 75 feet
 - (f) Minimum side yard setback: 50 feet
 - (g) Minimum rear yard setback: 75 feet
 - (h) Maximum building coverage: 25%
 - (i) Maximum improved coverage: 50%
 - (j) There shall be no more than eight (8) townhouse units in any building
 - (k) There shall be no more than sixteen (16) units in any 2-story multi-family building and no more than twenty-four (24) units in any 3-story building.
 - (l) The minimum distance between buildings shall be as follows:
 - i. Windowless wall to windowless wall: 25 feet
 - ii. Window wall to windowless wall: 30 feet
 - iii. Window wall to window wall:
 - Front to front: 75 feet
 - Rear to rear: 50 feet
 - End to end: 35 feet
 - (m) Development shall maintain a minimum fifty (50) landscaped buffer to any residential zone boundary line which shall consist of either existing vegetation or new plantings, or where appropriate, a combination of existing vegetation and new plantings.
 - (n) No parking area shall be located within fifty (50) feet of a front lot line or within twenty-five (25) feet of any other lot line.
 - (o) Parking shall be provided in accordance with New Jersey Residential Site Improvement Standards (RSIS).

§ 245-14.2 Office and Light Industrial OL-2/Multifamily Affordable Housing Overlay

A. Permitted principal, accessory and conditional uses

- (1) As set forth under § 245-12.
- (2) Multi-family inclusionary development consisting of townhouses and/or multi-family dwelling units as permitted principal uses with a required set aside for low- and moderate-income households of 20% if such units are for sale and 15% if such units are for rent. Low- and moderate-income units shall comply with the provisions of Article VI of this chapter (i.e., Affordable Housing Ordinance). Permitted accessory uses shall include uses which are customarily incidental to the permitted principal use, including, but not limited to, indoor and outdoor recreational facilities and related amenities for the exclusive use of residents and guests.

C. Bulk and Development Standards

- (1) For permitted uses other than multi-family inclusionary development, as set forth in Article V of this chapter for the OL-2 Zone.
- (2) For multi-family inclusionary development, as set forth below.
 - (a) Minimum lot size: 3 acres
 - (b) Minimum lot frontage: 250 feet
 - (c) Maximum density: 14 units per gross acre
 - (d) Maximum building height: 3 stories/40 feet
 - (e) Minimum front yard setback: 75 feet
 - (f) Minimum side yard setback: 50 feet
 - (g) Minimum rear yard setback: 75 feet
 - (h) Maximum building coverage: 25%
 - (i) Maximum improved coverage: 50%
 - (j) There shall be no more than eight (8) townhouse units in any building
 - (k) There shall be no more than sixteen (16) units in any 2-story multi-family building and no more than twenty-four (24) units in any 3-story building.
 - (l) The minimum distance between buildings shall be as follows:
 - i. Windowless wall to windowless wall: 25 feet
 - ii. Window wall to windowless wall: 30 feet
 - iii. Window wall to window wall:
 - Front to front: 75 feet
 - Rear to rear: 50 feet

Ordinance 4-19, AMENDING CHAPTER 245, ZONING OF THE CODE OF THE BOROUGH OF MOUNTAIN LAKES

Introduced: May 13, 2019

Adopted: May 29, 2019

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

 Marcy Gianattasio, Municipal Clerk

 Lauren Barnett, Mayor

5. Final applications will be mailed by the Administrative Agent to an adequate number of pre-qualified applicants, in priority order, for each available affordable unit. The final application will require the applicants to supply documents to verify their identity and household composition as well as their income and assets.
6. Completed final applications will be forwarded to the Administrative Agent. The Administrative Agent will make a determination as to their eligibility for an affordable unit.
7. Applicants will receive a letter from the Administrative Agent with respect to the status of their application each time a review is performed.
8. Applicants will be reviewed by the Landlord for compliance with the tenant selection criteria set for the property. The tenant selection criteria shall comply with all fair housing standards and be set forth in a policy statement made available to all applicants by the Landlord. The Landlord will be responsible for the assessment of all criteria beyond the income and household size criteria set forth by the affordable housing criteria.
9. Certified applicants will be given a pre-determined amount of time to sign a lease agreement with the Landlord.

III. MARKETING

3a. Direction of Marketing Activity: (indicate which group(s) in the housing region are least likely to apply for the housing without special outreach efforts because of its location and other factors)

- White (non-Hispanic)
 Black (non-Hispanic)
 Hispanic
 American Indian or Alaskan Native
 Asian or Pacific Islander
 Other group:

- 3b. HOUSING RESOURCE CENTER (www.njhousing.gov) A free, online listing of affordable housing
- BOROUGH OF MOUNTAIN LAKES (<https://mtnlakes.org/>)

3c. Commercial Media (required) (Check all that applies)

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL NEWSPAPER(S)	CIRCULATION AREA
TARGETS ENTIRE HOUSING REGION 2			
Daily Newspaper			
<input checked="" type="checkbox"/>	Once at start of Affirmative Marketing Process with additional monthly advertising if necessary.	Star-Ledger	
<input type="checkbox"/>		New York Times	
TARGETS PARTIAL HOUSING REGION 2			
Daily Newspaper			
<input checked="" type="checkbox"/>	Once at start of Affirmative Marketing Process with additional monthly advertising if necessary.	Daily Record	Morris
<input type="checkbox"/>		Express Times	Warren
Weekly Newspaper			

<input type="checkbox"/>		Belleville Post	Essex
<input type="checkbox"/>		Belleville Times	Essex
<input type="checkbox"/>		Bloomfield Life	Essex
<input type="checkbox"/>		East Orange Record	Essex
<input type="checkbox"/>		Glen Ridge Paper	Essex
<input type="checkbox"/>		Glen Ridge Voice	Essex
X	Once at start of Affirmative Marketing Process with additional monthly advertising if necessary.	Independent Press	Essex
X	Once at start of Affirmative Marketing Process with additional monthly advertising if necessary.	Worrall Community Newspapers, Inc. 1291 Stuyvesant Avenue PO Box 3639 Union, NJ 07083 P: (908) 686-7700 F: (908) 688-0401	Essex, Union
<input type="checkbox"/>		Irvington Herald	Essex
<input type="checkbox"/>		Item of Millburn and Short Hills	Essex
<input type="checkbox"/>		Montclair Times	Essex
<input type="checkbox"/>		News-Record	Essex
<input type="checkbox"/>		Nutley Journal	Essex
<input type="checkbox"/>		Nutley Sun	Essex
<input type="checkbox"/>		Observer	Essex
<input type="checkbox"/>		Orange Transcript	Essex
<input type="checkbox"/>		Progress	Essex
<input type="checkbox"/>		Vailsburg Leader	Essex
<input type="checkbox"/>		Verona-Cedar Grove Times	Essex
<input type="checkbox"/>		West Essex Tribune	Essex
<input type="checkbox"/>		West Orange Chronicle	Essex
<input type="checkbox"/>		Atom Tabloid & Citizen Gazette	Middlesex, Union
<input type="checkbox"/>		Chatham Courier	Morris
<input type="checkbox"/>		Chatham Independent Press	Morris
X	Once at start of Affirmative Marketing Process with additional monthly advertising if necessary.	Citizen of Morris County	Morris
<input type="checkbox"/>		Florham Park Eagle	Morris

<input type="checkbox"/>		Hanover Eagle	Morris
<input type="checkbox"/>		Madison Eagle	Morris
X	Once at start of Affirmative Marketing Process with additional monthly advertising if necessary.	Morris News Bee	Morris
<input type="checkbox"/>		Mt. Olive Chronicle	Morris
<input type="checkbox"/>		Neighbor News	Morris
<input type="checkbox"/>		Randolph Reporter	Morris
<input type="checkbox"/>		Roxbury Register	Morris
<input type="checkbox"/>		Parsippany Life	Morris
<input type="checkbox"/>		Clark Patriot	Union
<input type="checkbox"/>		Cranford Chronicle	Union
<input type="checkbox"/>		Echo Leader	Union
<input type="checkbox"/>		Elizabeth Reporter	Union
<input type="checkbox"/>		Hillside Leader	Union
<input type="checkbox"/>		Leader of Kenilworth & Roselle Park	Union
<input type="checkbox"/>		Madison Independent Press, The	Union
<input type="checkbox"/>		Millburn and Short Hills Independent Press	Union
<input type="checkbox"/>		News Record	Union
<input type="checkbox"/>		Record-Press	Union
<input type="checkbox"/>		Scotch Plains Times (Fanwood Times)	Union
<input type="checkbox"/>		Spectator Leader	Union
<input type="checkbox"/>		Union Leader	Union
X	Once at start of Affirmative Marketing Process with additional monthly advertising if necessary.	Warren Reporter	Warren

	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL TV STATION(S)	CIRCULATION AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 2			
<input type="checkbox"/>		2 WCBS-TV Cbs Broadcasting Inc.	
		3 KYW-TV Cbs Broadcasting Inc.	
<input type="checkbox"/>		4 WNBC NBC Telemundo License Co.	

		(General Electric)	
<input type="checkbox"/>		5 WNYW Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		7 WABC-TV American Broadcasting Companies, Inc (Walt Disney)	
<input type="checkbox"/>		9 WWOR-TV Fox Television Stations, Inc. (News Corp.)	
<input type="checkbox"/>		11 WPIX Wpix, Inc. (Tribune)	
<input type="checkbox"/>		13 WNET Educational Broadcasting Corporation	
<input type="checkbox"/>		25 WNYE-TV New York City Dept. Of Info Technology & Telecommunications	
<input type="checkbox"/>		31 WPXN-TV Paxson Communications License Company, Llc	
<input type="checkbox"/>		41 WXTV Wxtv License Partnership, G.p. (Univision Communications Inc.)	
<input type="checkbox"/>		47 WNJU NBC Telemundo License Co. (General Electric)	
<input type="checkbox"/>		50 WNJN New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		52 WNJT New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		54 WTBY-TV Trinity Broadcasting Of New York, Inc.	
<input type="checkbox"/>		58 WNJB New Jersey Public Broadcasting Authority	
<input type="checkbox"/>		62 WRNN-TV Wrnn License Company, Llc	
<input type="checkbox"/>		63 WMBC-TV Mountain Broadcasting Corporation	
<input type="checkbox"/>		68 WFUT-TV Univision New York Llc	Spanish
TARGETS PARTIAL HOUSING REGION 2			
<input type="checkbox"/>		42 WKOB-LP Nave Communications, Llc	Essex
<input type="checkbox"/>		22 WMBQ-CA Renard Communications Corp.	Essex, Morris, Union
<input type="checkbox"/>		66 WFME-TV Family Stations Of New Jersey, Inc.	Essex, Morris, Union
<input type="checkbox"/>		21 WLIW Educational Broadcasting Corporation	Essex, Union
<input type="checkbox"/>		60 W60AI Ventana Television, Inc	Essex, Union

<input type="checkbox"/>		36 W36AZ New Jersey Public Broadcasting Authority	Morris
<input type="checkbox"/>		6 WPVI-TV American Broadcasting Companies, Inc (Walt Disney)	Morris, Union, Warren
<input type="checkbox"/>		65 WUVP-TV Univision Communications, Inc.	Morris, Union, Warren
<input type="checkbox"/>		23 W23AZ Centenary College	Morris, Warren
<input type="checkbox"/>		28 WBRE-TV Nexstar Broadcasting, Inc.	Morris, Warren
<input type="checkbox"/>		35 WYBE Independence Public Media Of Philadelphia, Inc.	Morris, Warren
<input type="checkbox"/>		39 WLVT-TV Lehigh Valley Public Telecommunications Corp.	Morris, Warren
<input type="checkbox"/>		44 WVIA-TV Ne Pa Ed Tv Association	Morris, Warren
<input type="checkbox"/>		56 WOLF-TV Wolf License Corp	Morris, Warren
<input type="checkbox"/>		60 WBPH-TV Sonshine Family Television Corp	Morris, Warren
<input type="checkbox"/>		69 WFMZ-TV Maranatha Broadcasting Company, Inc.	Morris, Warren
<input type="checkbox"/>		10 WCAU NBC Telemundo License Co. (General Electric)	Warren
<input type="checkbox"/>		16 WNEP-TV New York Times Co.	Warren
<input type="checkbox"/>		17 WPHL-TV Tribune Company	Warren
<input type="checkbox"/>		22 WYOU Nexstar Broadcasting, Inc.	Warren
<input type="checkbox"/>		29 WTXF-TV Fox Television Stations, Inc. (News Corp.)	Warren
<input type="checkbox"/>		38 WSWB Mystic Television of Scranton Llc	Warren
<input type="checkbox"/>		48 WGTW-TV Trinity Broadcasting Network	Warren
<input type="checkbox"/>		49 W49BE New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		55 W55BS New Jersey Public Broadcasting Authority	Warren
<input type="checkbox"/>		57 WPSG Cbs Broadcasting Inc.	Warren
<input type="checkbox"/>		61 WPPX Paxson Communications License Company, Llc	Warren
	DURATION & FREQUENCY OF OUTREACH	NAMES OF CABLE PROVIDER(S)	BROADCAST AREA

TARGETS PARTIAL HOUSING REGION 2			
<input type="checkbox"/>		Cablevision of Newark	Partial Essex
<input type="checkbox"/>		Comcast of NJ (Union System)	Partial Essex, Union
<input type="checkbox"/>		Cablevision of Oakland	Partial Essex, Morris
<input type="checkbox"/>		Cable Vision of Morris	Partial Morris
<input type="checkbox"/>		Comcast of Northwest NJ	Partial Morris, Warren
<input type="checkbox"/>		Patriot Media & Communications	Partial Morris
<input type="checkbox"/>		Service Electric Broadband Cable	Partial Morris, Warren
<input type="checkbox"/>		Cablevision of Elizabeth	Partial Union
<input type="checkbox"/>		Comcast of Plainfield	Partial Union
<input type="checkbox"/>		Cable Vision of Morris	Partial Warren
<input type="checkbox"/>		Service Electric Cable TV of Hunterdon	Partial Warren
	DURATION & FREQUENCY OF OUTREACH	NAMES OF REGIONAL RADIO STATION(S)	BROADCAST AREA AND/OR RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 2			
AM			
<input type="checkbox"/>		WFAN 660	
<input type="checkbox"/>		WOR 710	
<input type="checkbox"/>		WABC 770	
FM			
<input type="checkbox"/>		WFNY-FM 92.3	
<input type="checkbox"/>		WPAT-FM 93.1	Spanish
<input type="checkbox"/>		WNYC-FM 93.9	
<input type="checkbox"/>		WFME 94.7	Christian
<input type="checkbox"/>		WPLJ 95.5	
<input type="checkbox"/>		WQXR-FM 96.3	
<input type="checkbox"/>		WQHT 97.1	
<input type="checkbox"/>		WRKS 98.7	
<input type="checkbox"/>		WAWZ 99.1	Christian
<input type="checkbox"/>		WHTZ 100.3	
<input type="checkbox"/>		WCBS-FM 101.1	

X	Once at the start of Affirmative Marketing Process with additional monthly advertising if necessary.	WKXW-FM 101.5	
<input type="checkbox"/>		WQCD 101.9	
<input type="checkbox"/>		WNEW 102.7	
<input type="checkbox"/>		WKTU 103.5	
<input type="checkbox"/>		WAXQ 104.3	
<input type="checkbox"/>		WWPR-FM 105.1	
<input type="checkbox"/>		WLTW 106.7	
TARGETS PARTIAL HOUSING REGION 2			
AM			
<input type="checkbox"/>		WWRL 1600	Essex
<input type="checkbox"/>		WXMC 1310	Essex, Morris
<input type="checkbox"/>		WWRV 1330	Essex, Morris (Spanish)
<input type="checkbox"/>		WZRC 1480	Essex, Morris (Chinese/Cantonese)
<input type="checkbox"/>		WMCA 570	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WNYC 820	Essex, Morris, Union
<input type="checkbox"/>		WCBS 880	Essex, Morris, Union
<input type="checkbox"/>		WPAT 930	Essex, Morris, Union (Caribbean, Mexican, Mandarin)
<input type="checkbox"/>		WWDJ 970	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WINS 1010	Essex, Morris, Union
<input type="checkbox"/>		WEPN 1050	Essex, Morris, Union
<input type="checkbox"/>		WKMB 1070	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WBBR 1130	Essex, Morris, Union
<input type="checkbox"/>		WLIB 1190	Essex, Morris, Union (Christian)
<input type="checkbox"/>		WMTR 1250	Essex, Morris, Union
<input type="checkbox"/>		WADO 1280	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WNSW 1430	Essex, Morris, Union (Portuguese)
<input type="checkbox"/>		WJDM 1530	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WQEW 1560	Essex, Morris, Union
<input type="checkbox"/>		WWRU 1660	Essex, Morris, Union (Korean)

<input type="checkbox"/>		WCTC 1450	Union
		WCHR 1040	Warren
		WEEX 1230	Warren
		WNNJ 1360	Warren
		WRNJ 1510	Warren
FM			
<input type="checkbox"/>		WMSC 90.3	Essex
<input type="checkbox"/>		WFUV 90.7	Essex
<input type="checkbox"/>		WBGO 88.3	Essex, Morris, Union
<input type="checkbox"/>		WSOU 89.5	Essex, Morris, Union
<input type="checkbox"/>		WKCR-FM 89.9	Essex, Morris, Union
<input type="checkbox"/>		WFMU 91.1	Essex, Morris, Union
<input type="checkbox"/>		WNYE 91.5	Essex, Morris, Union
<input type="checkbox"/>		WSKQ-FM 97.9	Essex, Morris, Union (Spanish)
<input type="checkbox"/>		WBAI 99.5	Essex, Morris, Union
<input type="checkbox"/>		WDHA -FM 105.5	Essex, Morris, Union
<input type="checkbox"/>		WCAA 105.9	Essex, Morris, Union (Latino)
<input type="checkbox"/>		WBLS 107.5	Essex, Morris, Union
<input type="checkbox"/>		WHUD 100.7	Essex, Morris, Warren
<input type="checkbox"/>		WPRB 103.3	Essex, Union, Warren
<input type="checkbox"/>		WMNJ 88.9	Morris
<input type="checkbox"/>		WJSV 90.5	Morris
<input type="checkbox"/>		WNNJ-FM 103.7	Morris, Warren
<input type="checkbox"/>		WMGQ 98.3	Union
<input type="checkbox"/>		WCTO 96.1	Union, Warren
<input type="checkbox"/>		WNTI 91.9	Warren
<input type="checkbox"/>		WSBG 93.5	Warren
<input type="checkbox"/>		WZZO 95.1	Warren
<input type="checkbox"/>		WAEB-FM 104.1	Warren
<input type="checkbox"/>		WHCY 106.3	Warren

3d. Other Publications (such as neighborhood newspapers, religious publications, and organizational newsletters) (Check all that applies)

		NAME OF PUBLICATIONS	OUTREACH AREA	RACIAL/ETHNIC IDENTIFICATION OF READERS/AUDIENCE
TARGETS ENTIRE HOUSING REGION 2				
Monthly				
<input type="checkbox"/>		Sino Monthly	North Jersey/NYC area	Chinese-American
TARGETS PARTIAL HOUSING REGION 2				
Daily				
<input type="checkbox"/>		24 Horas	Bergen, Essex, Hudson, Middlesex, Passaic, Union Counties	Portuguese-Language
Weekly				
<input type="checkbox"/>		Arab Voice Newspaper	North Jersey/NYC area	Arab-American
<input type="checkbox"/>		Brazilian Voice, The	Newark	Brazilian-American
<input type="checkbox"/>		Catholic Advocate, The	Essex County area	Catholic
<input type="checkbox"/>		La Voz	Hudson, Union, Middlesex Counties	Cuban community
<input type="checkbox"/>		Italian Tribune	North Jersey/NYC area	Italian community
<input type="checkbox"/>		New Jersey Jewish News	Northern and Central New Jersey	Jewish
<input type="checkbox"/>		El Nuevo Coqui	Newark	Puerto Rican community
<input type="checkbox"/>		Banda Oriental Latinoamérica	North Jersey/NYC area	South American community
<input type="checkbox"/>		El Especialito	Union City	Spanish-Language
<input type="checkbox"/>		La Tribuna Hispana	Basking Ridge, Bound Brook, Clifton, East Rutherford, Elizabeth, Fort Lee, Greebrook, Linden, Lydenhurst, Newark, North Plainfield, Orange, Passaic, Paterson, Plainfield, Roselle, Scotch Plains, Union, Union City, West NY	Spanish-Language
<input checked="" type="checkbox"/>	Once at start of Affirmative Marketing Process with additional monthly advertising if necessary.	Reporte Hispano	Regional	Spanish-Language
<input type="checkbox"/>		Ukranian Weekly	New Jersey	Ukranian community

3e. Employer Outreach (names of employers throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing) (Check all that applies)

DURATION & FREQUENCY OF OUTREACH	NAME OF EMPLOYER/COMPANY	LOCATION
Essex County		
<input type="checkbox"/>	Newark Liberty International Airport	Newark Airport, Newark, NJ
<input type="checkbox"/>	Verizon Communications	540 Broad St Newark, NJ 07102
<input type="checkbox"/>	Prudential Financial, Inc.	751 Broad St Newark, NJ 07102
<input type="checkbox"/>	Continental Airlines	1 Newark Airport, Newark, NJ
<input type="checkbox"/>	University of Medicine/Dentistry	Office of Marketing & Media Relations 150 Bergen Street Room D347 Newark, NJ 07103
<input type="checkbox"/>	Public Service Enterprise Group	80 Park Plz Newark, NJ 07102
<input type="checkbox"/>	Prudential Insurance	751 Broad Street, Newark, NJ 07102-3777
<input type="checkbox"/>	Horizon Blue Cross & Blue Shield of NJ	3 Raymond Plz W Newark, NJ 07102
<input type="checkbox"/>	Newark Liberty International Airport	Newark Airport, Newark, NJ
<input type="checkbox"/>	Horizon Blue Cross & Blue Shield of NJ	540 Broad St Newark, NJ 07102
Morris County		
<input checked="" type="checkbox"/>	Atlantic Health System-Morristown Memorial Hospital	100 Madison Avenue Morristown, NJ 07962
<input type="checkbox"/>	AT&T	295 N Maple Ave, Basking Ridge, NJ and 180 Park Ave, Florham Park, NJ
<input type="checkbox"/>	US Army Armament R&D	21 Picatinny Arsenal, Picatinny Arsnl, NJ
<input type="checkbox"/>	Lucent Technologies	67 Whippany Rd, Whippany, NJ and 475 South St, Morristown, NJ and 5 Wood Hollow Rd, Parsippany, NJ and 24 Mountain Ave, Mendham, NJ
<input type="checkbox"/>	Pfizer	Morris Plains/Parsippany
<input type="checkbox"/>	Novartis Pharmaceutical	59 State Route 10, East Hanover, NJ
<input type="checkbox"/>	Kraft foods	200 Deforest Ave, East Hanover, NJ and 7 Campus Dr, Parsippany, NJ
<input type="checkbox"/>	Mennen Sports Arena	161 E Hanover Ave, Morristown, NJ
<input type="checkbox"/>	Honeywell	101 Columbia Rd Morristown, NJ 07960
<input type="checkbox"/>	Pfizer	5 Woodhollow Rd, Parsippany and 175 Tabor Rd, Morris Plains
<input checked="" type="checkbox"/>	St. Clare's Hospital	130 Powerville Road Boonton Township, NJ 07005 and 25 Pocono Road Denville, NJ 07834 and 400 West Blackwell Street Dover, NJ 07801 and 3219 Route 46 East, Suite 110 Parsippany, NJ

			07054
Union County			
<input type="checkbox"/>		A&M Industrial Supply Co	1414 Campbell St Rahway
<input type="checkbox"/>		A.J. Seabra inc,	574 Ferry St Newark
<input type="checkbox"/>		Bristol-myers Products Research & Dev	1350 Liverty Ave Hillside
<input type="checkbox"/>		Cede Candy Inc	1091 Lousons Road PO Box 271 Union, NJ
<input type="checkbox"/>		Comcast Network	800 Rahway Ave Union, NJ
<input type="checkbox"/>		HoneyWell Inc.	1515 West Blancke Street Bldgs 1501 and 1525 Linden, NJ
<input type="checkbox"/>		IBM Corporation	27 Commerce Drive Cranford, nj
<input type="checkbox"/>		Howard Press	450 West First Ave Roselle,nj
<input type="checkbox"/>		Lucent Technologies	600 Mountain Ave Murray Hill,NJ
<input type="checkbox"/>		Merck & Co. Inc	1 Merck Drive PO Box 2000 (RY60-200E) Rahway, NJ
<input type="checkbox"/>		Rahway Hospital	865 Stone Street Rahway, NJ
<input type="checkbox"/>		Rotuba Extruders, Inc	1401 Park Ave South Linden
<input type="checkbox"/>		Union County College	1033 Springfield Ave Cranford,NJ
Warren County			
<input type="checkbox"/>		Masterfoods USA	800 High Street Hackettstown, NJ
<input type="checkbox"/>		Warren Hospital	185 Roseberry St Phillipsburg, NJ
<input type="checkbox"/>		Roche Vitamins	206 Roche Drive Belvidere, NJ
<input type="checkbox"/>		Hackettstown Hospital	651 Willow Grove St. Hackettstown, NJ
<input type="checkbox"/>		Pechiney	191 Route 31 North Washington, NJ
<input type="checkbox"/>		Lopatcong Care Center	390 Red School Lane Phillipsburg, NJ
<input type="checkbox"/>		Mallinckrodt/Baker, Inc	222 Red School Lane Phillipsburg, NJ

3f. Community Contacts (names of community groups/organizations throughout the housing region that can be contacted to post advertisements and distribute flyers regarding available affordable housing)			
Name of Group/Organization	Outreach Area	Racial/Ethnic Identification of Readers/Audience	Duration & Frequency of Outreach
Fair Share Housing Center	Statewide	Diverse	Once at the start of marketing
The NJ State Conference of the NAACP	Statewide	African-American	Once at the start of marketing
The Latino Action Network	Statewide	Latino	Once at the start of marketing
East Orange NAACP	Region 2	African-American	Once at the start of marketing
Newark NAACP	Region 2	African-American	Once at the start of marketing
Morris County NAACP	Region 2	African-American	Once at the start of marketing
Housing Partnership for Morris County	Region 2	Diverse	Once at the start of marketing
Community Access Unlimited, Inc.	Region 2	Diverse	Once at the start of marketing
Northwest New Jersey Community Action Program, Inc. (NORWESCAP)	Region 2	Diverse	Once at the start of marketing
Homeless Solutions of Morristown	Region 2	Diverse	Once at the start of marketing
Supportive Housing Association	Region 2	Diverse	Once at the start of marketing

IV. APPLICATIONS

Applications for affordable housing for the above units will be available at the following locations:		
4a. County Administration Buildings and/or Libraries for all counties in the housing region (list county building, address, contact person) (Check all that applies)		
	BUILDING	LOCATION
X	Morris County Library	30 East Hanover Avenue, Whippany, NJ 07981
X	Warren County Library Headquarters	199 Hardwick Street, Belvidere, NJ 07823
X	Essex County/Hall of Records	465 Dr. Martin Luther King, Jr. Blvd, Newark, NJ 07102 (973)621-4400
X	Union County/Administration Building	Elizabethtown Plaza, Elizabeth, NJ 07207 (908)527-4100
4b. Municipality in which the units are located (list municipal building and municipal library, address, contact person)		

Mountain Lakes Borough Hall
400 Boulevard
Mountain Lakes, NJ 07046

4c. Sales/Rental Office for units (if applicable)

V. CERTIFICATIONS AND ENDORSEMENTS

I hereby certify that the above information is true and correct to the best of my knowledge. I understand that knowingly falsifying the information contained herein may affect the (select one: Municipality's substantive certification or DCA Balanced Housing Program funding or HMFA UHORP/MONI/CHOICE funding).

Name (Type or Print)

Title/Municipality

Signature

Date

Ordinance 5-19, AFFIRMATIVE FAIR HOUSING MARKETING PLAN

Introduced: May 13, 2019

Adopted: May 29, 2019

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

 Marcy Gianattasio, Municipal Clerk

 Lauren Barnett, Mayor

BOROUGH OF MOUNTAIN LAKES

MORRIS COUNTY, NEW JERSEY

ORDINANCE # 6-19

AN ORDINANCE AMENDING CHAPTER 245, ZONING OF THE CODE OF THE BOROUGH OF MOUNTAIN LAKES THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND ESTABLISHING AN ACCESSORY APARTMENT ORDINANCE

WHEREAS, on March 10, 2015, the New Jersey Supreme Court issued its decision In the Matter of the Adoption of N.J.A.C. 5:96 and 5:97 by the New Jersey Council on Affordable Housing, 221 N.J. 1 (2015). In that decision, the New Jersey Supreme Court transferred primary jurisdiction over affordable housing matters from the New Jersey Council on Affordable Housing (“COAH”) to the New Jersey Superior Court and established a transitional process for municipalities, like the Borough of Mountain Lakes (“Borough”), to file declaratory judgement actions seeking to declare their Housing Element and Fair Share Plans (“HEFSPs”) as being constitutionally compliant and seeking similar protections to what they would have received if they had continued to proceed before COAH; and

WHEREAS, on July 25, 2016, the Borough filed a declaratory judgement action with the New Jersey Superior Court seeking to declare its HEFSP as being constitutionally compliant and seeking protection and repose against exclusionary zoning litigation; and

WHEREAS, the Borough negotiated and executed a Settlement Agreement dated January 29, 2019 with the Fair Share Housing Center (“FSHC”), which included agreement on the extent of the Borough’s affordable housing fair share obligation for the period from 1999 to 2025 and the methods the Borough intends to use to satisfy the obligation; and

WHEREAS, Borough zoning rules prohibit the presence of accessory apartments in residential zones, but the Settlement Agreement includes a requirement that the Borough establish five affordable Accessory Apartments

NOW, THEREFORE, the general purpose of this Chapter is to provide an opportunity for the creation of accessory apartments within Residential and “A” Business districts of the Borough, sufficient to meet the terms of the settlement agreement, and to provide the ability for the owner-occupant of a Borough dwelling to apply to provide one such accessory apartment which shall be rented according to the provisions of the Uniform Housing Affordability Control Rules (N.J.A.C. 5:80-36.1, et seq.), and administered by the appropriate Borough officer;

IT IS HEREBY ORDAINED by the Borough Council of the Borough of Mountain Lakes, Morris County, State of New Jersey, as follows:

Section 1: Chapter 245, Article VII, “Municipal Housing Liaison,” of the Code is hereby repealed.

Section 2: Chapter 245, Article VII, “Affordable Accessory Apartments” is hereby added to the Code to read as follows:

Article VII

Affordable Accessory Apartments

§245-39. Applicability and purpose.

- A. Applicability. This chapter applies to the establishment of accessory apartments in the Borough, in any Residential District and in the A Business District. Until passage of this ordinance, only single-family housing has been allowed in Residential Districts.
- B. Purpose. It is the purpose of this program to help meet a portion of the Borough's fair share housing obligation and provide a realistic opportunity for the development of affordable housing through creation of up to five (5) accessory apartments for occupancy by very low-income, low-income, or moderate-income households/

§245-40. Definitions.

Definitions pertaining to affordable housing not found below are the same as those definitions that appear in the rules and regulations adopted by the Council on Affordable Housing in N.J.A.C. 5:93-1 et seq. as used in this chapter;

“**Applicant**” shall mean the person or persons applying to establish an accessory apartment in accordance with the provisions of this chapter.

“**Contributing Dwelling**” shall mean (1) One of the dwellings covered under Borough Ordinance Chapter 40 Article VI Historic Preservation that (a) was constructed on or before December 31, 1938, (b) is listed as “contributing buildings” within the Mountain Lakes Historic District in the National Register of Historic Places Registration Form for the Mountain Lakes Historic District, and (c) has not been demolished; and (2) such other structures as are designated as “contributing dwellings” by ordinance upon the recommendation of the Mountain Lakes Historic Preservation Committee or successor entities and the Planning Board.

§245-41. Minimum Standards.

- A. An accessory apartment shall be permitted in an existing structure on a property which is in conformity with the regulations of the zoning district in which it is located, including minimum required lot area, lot frontage, lot width, lot depth, maximum floor area ratio (FAR), maximum impervious lot coverage (ILC) and all setback and other bulk requirements. An accessory apartment shall also be permitted in a pre-existing non-conforming property as long as it does not require an additional bulk variance.
- B. Creation of any accessory apartment shall require a building permit prior to construction of additions and/or alterations and issuance of a Certificate of Occupancy prior to signing a lease with a tenant.

- C. An accessory apartment shall be created within the existing footprint of the existing dwelling or the existing footprint of the existing accessory structure (e.g. detached garage). A new entry door, landing, or covered porch, dormers and modifications to the roof-lines that are architecturally consistent with the details, materials, windows, massing and scale of the existing structure shall be permitted. All additions shall comply with the bulk requirements of the Zone.
- D. An accessory apartment may be created within an existing Contributing Dwelling and shall be eligible for bulk incentives as specified in the latest adopted version of the Borough Ordinance 40-47 Establishing a Historic Preservation Committee and Establishing Special Zoning Requirements for Contributing Dwelling. Any accessory apartment provided within a Contributing Dwellings shall utilize the Historic Mountain Lakes Restoration and Renovation Handbook Design standards.
- E. Accessory apartments shall have living/sleeping space, cooking facilities, a kitchen sink, and complete sanitary facilities for the exclusive use of its occupants. The accessory apartment shall have a private entrance. The ceiling height for habitable spaces shall be no less than 7 feet.
- F. The potable water supply and sewage disposal system for the accessory apartment shall be adequate as evidenced by approval of the Borough Water & Sewer Utility.
- G. The creation of an accessory apartment shall not create a non-conforming condition on the site regarding applicable zoning requirements. An accessory apartment that is detached from the principal dwelling shall conform to all of the accessory building requirements of the zone.
- H. There shall be no more than one (1) accessory apartment located on any (1) lot unless the property is in the A Business zone and has more than one pre-existing apartment.
- I. Off-street parking shall be provided for the occupants of the affordable accessory Apartment in conformance with Chapter 245: Zoning; Article IV-Use Regulations; §245-15(L) Supplementary Use Regulations, and shall be depicted on the submitted sketch or site plan.
- J. Any renovation relative to the creation of an accessory apartment shall be architecturally consistent with the appearance of other structures on the same site. Accessory apartments shall be designed to blend and harmonize with the existing exterior architectural design of the original dwelling unit using similar materials, colors and details. The present exterior architectural design of the original dwelling unit shall be maintained to preserve the residential character of the neighborhood. Any accessory apartment provided within a Contributing Dwelling shall utilize the Historic Mountain Lakes Restoration and Renovation Handbook design standards.
- K. Any dwelling unit created or designated as an accessory apartment pursuant to this section shall be and shall remain permanently accessory to the primary use of the

property, and shall in no way confer upon the property owner any future rights to subdivide the existing lot.

- L. In the case of an accessory apartment created without proper permits, which the property owner desires to designate as an accessory apartment under this program, all of the requirements of this Ordinance and all requirements of the U.C.C. shall apply.
- M. Any existing code deficiencies in the portion of the building to be devoted to the accessory apartment unit shall be corrected, and the unit shall be brought up to code standard. The standard for evaluating any rehabilitation activity on an existing dwelling unit shall be N.J.A.C. 5:23-2.4 and 5:23-2.5.
- N. Any accessory apartment created within an existing dwelling or an accessory structure (e.g. if provided above a detached garage) shall be fire-separated vertically and/or horizontally from the existing structure in accordance with the New Jersey Uniform Construction Code Rehabilitation Subcode 5 23-6 6(e)12
- O. The owner shall agree to rent the accessory apartment unit only to a moderate, low or very low-income tenant.
- P. The owner shall agree that prior to the issuance of a Certificate of Occupancy for the initial tenant of the accessory apartment, there shall be a recorded deed or declaration of covenants and restrictions applied to the property running with the land that maintains the affordability of the accessory apartment for the minimum 10-year period. A sample deed restriction and/or loan agreement prepared by the Borough Attorney shall be supplied to the applicant.
- Q. The accessory apartments shall adhere to all current building code requirements of the latest adopted editions of (1) the International Residential Code- New Jersey Edition and (2) the New Jersey Uniform Construction Code.

§245-42. Affordability Controls.

- A. Liens on property. An owner who receives financial assistance under the provisions of the accessory apartments program shall be required to place a lien on his or her property. The following requirement shall apply to such liens:
 - (1) The Borough shall be specified as the lienholder.
 - (2) The lien shall specify that the value of the lien equals the Amount of the monetary benefits received by the applicant under the accessory apartments program.
 - (3) A record of the lien will be kept on the property tax record, in the County Clerk's files, in the Administrative Agent's records, and notification to the tax collector with the deed and with the insurance policy, as required by this program.
 - (4) The owner shall notify the Administrative Agent, in writing, of the intent to sell a property that has benefited from the accessory apartments program, if the accessory

apartment is still under the affordability controls and restrictions required by this program.

- (5) Each time the unit is re-rented, the Administrative Agent will verify that the unit will continue to be occupied by a qualified moderate, low-income or very low-income household and that the rent charged meets the affordability guidelines of the program.
- (6) All properties shall be periodically checked for liens, and any suspected violations of the program shall be reported to the Administrative Agent for further investigation.
- (7) At the termination of the affordability controls, the loan shall be forgiven and the lien shall be discharged by way of a Notice of Lien Discharged filed with the County Clerk.

B. Length of affordability. Owners who utilize the provisions of the accessory apartments program shall accept a deed restriction on the property. The deed restriction shall state that only a moderate, low income, or very low income tenant, as determined by the Administrative Agent, shall occupy the accessory apartment unit. The deed restriction shall be recorded with the County Clerk, and a copy of the recorded deed shall be forwarded to the Administrative Agent. The deed restriction shall go into effect as soon as a certificate of occupancy has been issued and shall apply for a period of at least ten (10) years.

C. Pricing

- (1) Gross rents, including a utility allowance consistent with the utility allowance approved by HUD for use in New Jersey, shall be set so as not to exceed thirty percent (30%) of the gross monthly income for the appropriate household size and income level. Maximum rents for each household size and income level shall be calculated based on the regional weighted average of the current uncapped Section 8 income limits published by HUD.
- (2) Rents of accessory apartments shall be affordable to very low, low, or moderate income households as per the FHA, COAH or its successor agency, and UHAC regulations.
- (3) Annual indexed increases. The rents of the accessory apartment units may be increased annually in accordance with N.J.A.C. 5:93-9.15.

§245-43. Program Compliance.

A. The Borough shall designate an Administrative Agent to administer the accessory apartments program. The Administrator's responsibilities shall include advertising the accessory apartments, income qualifying prospective renters, setting rents and annual rent increases, maintaining a waiting list, distributing subsidies as applicable, securing certificates of occupancy, qualifying properties, handling application forms, filing deed restrictions, monitoring reports, and affirmatively marketing the affordable accessory Apartment program in accordance with the UHAC.

- B. The Administrative Agent shall only deny an application for an accessory apartment if the project is not in conformance with the requirements N.J.A.C. 5:93-1 et seq., and/or the provisions of this ordinance. All denials shall be in writing with the reasons clearly stated.
- C. Violations, defaults, and remedies. In the event of a threatened breach of any of the regulations governing the affordable unit by an Owner of an accessory apartment, the Administrative Agent shall have all the remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties that it will cause irreparable harm to the municipality, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of very low-, low- and moderate-income housing.

§245-44. Sunset Clause.

The provisions of this article permitting accessory apartments shall become null and void, having no further force or effect, upon the issuance of a Certificate of Occupancy for the fifth accessory apartment within the Borough of Mountain Lakes. The administrative provisions shall remain in full force and effect until the last deed restriction expires.

Section 3. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 4. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 5. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

Introduced:

Adopted:

Marcy Gianattasio, Borough Clerk

Lauren Barnett, Mayor

BOROUGH OF MOUNTAIN LAKES

ORDINANCE NO. 7-2019

AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND ESTABLISHING AFFORDABLE HOUSING DEVELOPMENT FEES

BE IT ORDAINED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, as follows:

Section 1. The Revised General Ordinances of the Borough of Mountain Lakes shall be amended by the addition of the following new Chapter 65 which shall be entitled "Development Fees" and shall read, in its entirety, as follows:

Chapter 65 Affordable Housing Development Fees.

§ 65-1 Purpose.

- A. In *Holmdel Builder's Association v. Holmdel Borough*, 121 N.J. 550 (1990), the New Jersey Supreme Court determined that mandatory development fees are authorized by the Fair Housing Act of 1985 (the "Act"), N.J.S.A. 52:27d-301 et seq., and the State Constitution, subject to the Council on Affordable Housing's ("COAH's") adoption of rules.
- B. Pursuant to P.L. 2008, c. 46, Section 8 (N.J.S.A. 52:27D-329.2), and the Statewide Nonresidential Development Fee Act (N.J.S.A. 40:55D-8.1 through 40:55D-8.7), COAH was authorized to adopt and promulgate regulations necessary for the establishment, implementation, review, monitoring and enforcement of municipal affordable housing trust funds and corresponding spending plans. Municipalities that are under the jurisdiction of the Council or court of competent jurisdiction and have a approved spending plan may retain fees collected from nonresidential development.
- C. This article establishes standards for the collection, maintenance and expenditure of development fees pursuant Court approval since the Borough has sought and received a Declaratory Judgment approving its affordable housing plan and in accordance P.L. 2008, c. 46, Sections 8 and 32 through 38. Fees collected pursuant to this article shall be used for the sole purpose of providing low- and moderate-income housing. This article shall be interpreted within the framework of COAH's rules on development fees, codified at N.J.A.C. 5:97-8.

§ 65-2 Basic requirements.

- A. This article shall not be effective until approved by the Superior Court.
- B. The Borough of Mountain Lakes shall not spend development fees until the Superior Court has approved a plan for spending such fees in conformance with N.J.A.C. 5:97-8.10 and N.J.A.C. 5:96- 5.3.

§ 65-3 Definitions.

The following terms, as used in this article, shall have the following meanings:

AFFORDABLE HOUSING DEVELOPMENT A development included in the Housing Element and Fair Share Plan, and includes, but is not limited to, an inclusionary development, a municipal construction project or a one hundred-percent-affordable development.

COAH or THE COUNCIL The New Jersey Council on Affordable Housing or a successor to be established under State law which has primary jurisdiction for the administration of housing obligations in accordance with sound regional planning consideration in the state.

DEVELOPER The legal or beneficial owner or owners of a lot or of any land proposed to be included in a proposed development, including the holder of an option or contract to purchase, or other person having an enforceable proprietary interest in such land.

DEVELOPMENT FEE Money paid by a developer for the improvement of property as permitted in N.J.A.C. 5:97- 8.3.

EQUALIZED ASSESSED VALUE The assessed value of a property divided by the current average ratio of assessed to true value for the municipality in which the property is situated, as determined in accordance with Sections 1, 5, and 6 of P.L. 1973, c. 123 (N.J.S.A. 54:1-35a through 54:1-35c).

§ 65-4 Residential development fees.

A. Imposed fees.

- (1) Within all residential zoning district(s), residential developers, except for developers of the types of development specifically exempted below, shall pay a fee of 1 1/2% of the equalized assessed value for residential development, provided no increased density is permitted.
- (2) When an increase in residential density pursuant to N.J.S.A. 40:55D-70d(5) (known as a "d" variance) has been permitted, developers may be required to pay a development fee of 6% of the equalized assessed value for each additional unit that may be realized. However, if the zoning on a site has changed during the two-year period preceding the filing of such a variance application, the base density for the purposes of calculating the bonus development fee shall be the highest density permitted by right during the two-year period preceding the filing of the variance application.

Example. If an approval allows four units to be constructed on a site that was zoned for two units, the fees could equal 1 1/2% of the equalized assessed value on the first two units; and the specified higher percentage up to 6% of the equalized assessed value for the two additional units, provided zoning on the site has not changed during the two-year period preceding the filing of such a variance application.

B. Eligible exactions, ineligible exactions and exemptions for residential development.

- (1) Affordable housing developments, developments where the developer is providing for the construction of affordable units elsewhere in the municipality, and developments where the developer has made a payment in lieu of on-site construction of affordable units shall be exempt from development fees.

- (2) Developments that have received preliminary or final site plan approval prior to the adoption of a municipal development fee ordinance shall be exempt from development fees, unless the developer seeks a substantial change in the approval. Where a site plan approval does not apply, a zoning and/or building permit shall be synonymous with preliminary or final site plan approval for this purpose. The fee percentage shall be vested on the date that the building permit is issued.
- (3) Development fees shall be imposed and collected when an existing structure undergoes a change to a more intense use, is demolished and replaced, or is expanded, if the expansion is not otherwise exempt from the development fee requirement. The development fee shall be calculated on the increase in the equalized assessed value of the improved structure.
- (4) Developers of developments with one or two owner-occupied dwelling units or residential structures demolished and replaced as a result of a natural disaster shall be exempt from paying a development fee.

§ 65-5 Nonresidential development fees.

A. Imposed fees.

- (1) Within all zoning districts, nonresidential developers, except for developers of the types of development specifically exempted, shall pay a fee equal to 2.5% of the equalized assessed value of the land and improvements for all new nonresidential construction on an unimproved lot or lots.
- (2) Nonresidential developers, except for developers of the types of development specifically exempted, shall also pay a fee equal to 2.5% of the increase in equalized assessed value resulting from any additions to existing structures to be used for nonresidential purposes.
- (3) Development fees shall be imposed and collected when an existing structure is demolished and replaced. The development fee of 2.5% shall be calculated on the difference between the equalized assessed value of the preexisting land and improvement and the equalized assessed value of the newly improved structure, i.e., land and improvement, at the time final certificate of occupancy is issued. If the calculation required under this section results in a negative number, the nonresidential development fee shall be zero.

B. Eligible exactions, ineligible exactions and exemptions for nonresidential development.

- (1) The nonresidential portion of a mixed-use inclusionary or market-rate development shall be subject to the two-and-one-half-percent development fee, unless otherwise exempted below.
- (2) The two-and-one-half-percent fee shall not apply to an increase in equalized assessed value resulting from alterations, change in use within existing footprint, reconstruction, renovations and repairs.
- (3) Nonresidential developments shall be exempt from the payment of nonresidential development fees in accordance with the exemptions required pursuant to P.L. 2008, c. 46, as specified in the Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption" Form. Any exemption claimed by a developer shall be substantiated by that developer.
- (4) A developer of a nonresidential development exempted from the nonresidential development fee pursuant to P.L. 2008, c. 46, shall be subject to it at such time as the basis for the exemption no longer applies and shall make the payment of the nonresidential development fee, in that event,

within three years after that event or after the issuance of the final certificate of occupancy of the nonresidential development, whichever is later.

- (5) If a property which was exempted from the collection of a nonresidential development fee thereafter ceases to be exempt from property taxation, the owner of the property shall remit the fees required pursuant to this section within 45 days of the termination of the property tax exemption. Unpaid nonresidential development fees under these circumstances may be enforceable Form N-RDF, "State of New Jersey Nonresidential Development Certification/Exemption," to be completed as per the instructions provided. The Construction Official shall verify the information submitted by the nonresidential developer as per the instructions provided in the Form N-RDF. The Tax Assessor shall verify exemptions and prepare estimated and final assessments as per the instructions provided in Form N-RDF.

§ 65-6 Procedure for collection of development fees

- A. The Construction Official responsible for the issuance of a building permit shall notify the local Tax Assessor of the issuance of the first building permit for a development which is subject to a development fee.
- B. Within 90 days of receipt of that notice, the Municipal Tax Assessor, based on the plans filed, shall provide an estimate of the equalized assessed value of the development.
- C. The Construction Official responsible for the issuance of a final certificate of occupancy notifies the local Assessor of any and all requests for the scheduling of a final inspection on property which is subject to a development fee.
- D. Within 10 business days of a request for the scheduling of a final inspection, the Municipal Assessor shall confirm or modify the previously estimated equalized assessed value of the improvements of the development; calculate the development fee; and thereafter notify the developer of the amount of the fee.
- E. Should the Borough of Mountain Lakes fail to determine or notify the developer of the amount of the development fee within 10 business days of the request for final inspection, the developer may estimate the amount due and pay that estimated amount consistent with the dispute process set forth in Subsection b of Section 37 of P.L. 2008, c. 46 (N.J.S.A. 40:55D8.6).
- F. Fifty percent of the development fee shall be collected at the time of issuance of the building permit. The remaining portion shall be collected at the issuance of the certificate of occupancy. The developer shall be responsible for paying the difference between the fee calculated at building permit and that determined at issuance of certificate of occupancy.
- G. Appeal of development fees.
 - (1) A developer may challenge residential development fees imposed by filing a challenge with the County Board of Taxation. Pending a review and determination by the Board, collected fees shall be placed in an interest-bearing escrow account by the Borough of Mountain Lakes. Appeals from a determination of the Board may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

(2) A developer may challenge nonresidential development fees imposed by filing a challenge with the Director of the Division of Taxation. Pending a review and determination by the Director, which shall be made within 45 days of receipt of the challenge, collected fees shall be placed in an interest-bearing escrow account by the Borough of Mountain Lakes. Appeals from a determination of the Director may be made to the tax court in accordance with the provisions of the State Tax Uniform Procedure Law, N.J.S.A. 54:48-1 et seq., within 90 days after the date of such determination. Interest earned on amounts escrowed shall be credited to the prevailing party.

Section 2. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 3. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

Introduced:

Adopted:

, Borough Clerk

Lauren Barnett, Mayor

Ordinance # 8-19

Borough of Mountain Lakes, Morris County
Spending Plan for the Third Round Planning Period

May 2019

In consultation with:

Phillips Preiss Grygiel Leheny and Hughes LLC
Planning and Real Estate Consultants
33-41 Newark Street, 3rd Floor, Suite D
Hoboken, NJ 07030

INTRODUCTION

The Borough of Mountain Lakes, Morris County has prepared a Housing Element and Fair Share Plan in accordance with the Municipal Land Use Law (N.J.S.A. 40:55D-1 et seq.), the Fair Housing Act (N.J.S.A. 52:27D-301) and N.J.A.C. 5:93-5.1(c). A development fee ordinance creating a dedicated revenue source for affordable housing was adopted by the municipality in 2019. The ordinance establishes the Borough of Mountain Lakes affordable housing trust fund for which this spending plan is prepared.

1. REVENUES FOR CERTIFICATION PERIOD

As of March 31, 2019, the Borough of Mountain Lakes had collected \$33,509.05 and expended \$2,666.41, resulting in a balance of \$30,842.64. All development fees and interest generated by the fees are deposited in a separate interest-bearing affordable housing trust fund in Provident Bank for the purposes of affordable housing. These funds shall be spent in accordance with N.J.A.C. 5:93-8.16, as described in the sections that follow.

To calculate a projection of revenue anticipated during the period of third round substantive certification (i.e., 2018-2025), the Borough of Mountain Lakes considered the following:

- (a) Development fees:
 - 1. Residential and nonresidential projects which have had development fees imposed upon them at the time of preliminary or final development approvals;
 - 2. All projects currently before the planning and zoning boards for development approvals that may apply for building permits and certificates of occupancy; and
 - 3. Future development that is likely to occur based on historical rates of development.
- (b) Payment in lieu (PIL):

The Borough does not anticipate collecting any actual and committed payments in lieu (PIL) of construction from developers.
- (c) Other funding sources:

The Borough reserves the right to seek potential donations and other monies from government sources to implement its Fair Share Plan.
- (d) Projected interest:

Interest on the projected revenue in the municipal affordable housing trust fund at the current average interest rate of 0.40 percent.

PROJECTED REVENUES – HOUSING TRUST FUND – 2019 THROUGH 2025								
SOURCE OF FUNDS	2019	2020	2021	2022	2023	2024	2025	Total
(a) Development Fees:								
Projected Development								
3 Units/Year	\$35,937	\$35,937	\$35,937	\$35,937	\$35,937	\$35,937	\$35,937	\$251,559
\$798,570 x 1.5% ¹								
5,000 sf x 2.5% ²	\$22,182.50	\$22,182.50	\$22,182.50	\$22,182.50	\$22,182.50	\$22,182.50	\$22,182.50	\$155,277.50
(b) Payment in Lieu of Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(c) Other Funds (Specify Source(s))	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
(d) Interest (0.4% interest rate compounded annually)	\$355.85	\$338.44	\$320.96	\$303.40	\$285.78	\$268.09	\$250.33	\$2,112.85
Total	\$58,475	\$58,458	\$58,440	\$58,423	\$58,405	\$58,388	\$58,370	\$409,959.35

¹ Mountain Lakes projects the construction of three new homes per year over the compliance period, averaging an equalized assessed value of \$798,570. This average equalized assessed value is based on an average housing price of approximately \$900,000 and an equalization ratio of 88.73 percent.

² Mountain Lakes projects the construction of 5,000 square feet of commercial space per year over the compliance period. The calculation of equalized assessed value is based on an estimated market value of \$20 per square foot, operating income of 30 percent and a capitalization rate of 7 percent.

The Borough of Mountain Lakes projects a total of \$406,836.50 in development fees to be collected between April 1, 2019 and December 31, 2025. This projected amount, when added to the Borough of Mountain Lakes' trust fund balance as of March 31, 2019 (i.e., \$30,842.64) plus interest earned on the incoming revenue of \$2,122.85 results in an anticipated total amount of \$439,801.99 available to fund and administer its affordable housing plan. All interest earned on the account shall be used only for the purposes of affordable housing.

2. ADMINISTRATIVE MECHANISM TO COLLECT AND DISTRIBUTE FUNDS

The following procedural sequence for the collection and distribution of development fee revenues shall be followed by the Borough of Mountain Lakes:

(a) Collection of development fee revenues:

Collection of development fee revenues shall be consistent with Borough of Mountain Lakes' development fee ordinance for both residential and non-residential developments in accordance with the Department's rules and P.L.2008, c.46, sections 8 (C. 52:27D-329.2) and 32-38 (C. 40:55D-8.1 through 8.7).

(b) Distribution of development fee revenues:

The disbursement of monies in the Borough of Mountain Lakes' affordable housing trust fund is coordinated by its Municipal Housing Liaison in conjunction with the Borough's Chief Financial Officer and the Borough Committee. In some instances, funds will be provided to other entities, such as an entity responsible for administering a program, for eventual disbursement.

3. DESCRIPTION OF ANTICIPATED USE OF AFFORDABLE HOUSING FUNDS

(a) Rehabilitation and new construction programs and projects (N.J.A.C. 5:93-8.16)

The Borough of Mountain Lakes does not anticipate expending any funds on new construction or rehabilitation.

(b) **Affordability Assistance (N.J.A.C. 5:93-8.16)**

Actual development fees thru March 31, 2019		\$32,659.70
Actual interest already earned	+	\$849.35
Development fees projected 04/01/2019-12/31/2025	+	\$406,836.50
Interest projected 04/01/2019-12/31/2025	+	\$2,122.85
Less housing activity expenditures through 6/2/2008	-	\$0.00
Total	=	\$442,468.40
Calculate 30 percent	x .30 =	\$132,740.52
Less Affordability assistance expenditures through 3/31/2019	-	\$0.00
PROJECTED MINIMUM Affordability Assistance Requirement 4/1/2019-12/31/2025	=	\$132,740.52
PROJECTED MINIMUM Very Low-Income Affordability Assistance Requirement 4/1/2019-12/31/2025	÷ 3 =	\$44,246.84

Per N.J.A.C. 5:93-8.16, the Borough of Mountain Lakes must dedicate at least 30 percent of all development fees collected and interest earned to provide affordability assistance to low- and moderate-income households. In addition, at least one-third of the affordability assistance shall be used to provide affordability assistance to very-low income households. The Borough will reserve approximately 80 percent of its total trust fund money (i.e., \$353,285.54) to render units more affordable, including \$44,246.84 to render units more affordable to households earning 30 percent or less of median income by region as follows:

- For sale units in the form of emergency repairs, down-payment assistance, homeowner assistance loans for condominium or homeowner association fees, and homeowner assistance loans for mortgage payments up to two months or less in arrears to forestall foreclosure.
- For rent units in the form of security deposit assistance and rental assistance.
- To create an accessory apartment program.

(c) **Administrative Expenses (N.J.A.C. 5:97-8.9)**

Actual dev fees and interest thru 3/31/2019			\$33,509.05
Projected dev fees and interest 2019 thru 12/31/2025		+	\$408,959.35
Payments-in-lieu of construction and other deposits thru 7/17/2008		+	\$0
Less RCA expenditures thru 12/31/2019		-	\$0
	Total	=	\$442,468.40
Calculate 20 percent		x .20 =	\$88,493.68
Less admin expenditures thru 3/31/2019		-	\$1,976.25
PROJECTED MAXIMUM available for administrative expenses 4/1/2019-12/31/2025		=	\$86,517.43

The Borough of Mountain Lakes projects that \$86,517.43 will be available from the affordable housing trust fund to be used for administrative purposes. However, the Borough of Mountain Lakes proposes to dedicate \$86,513 from the affordable housing trust fund for administrative purposes. Projected administrative expenditures, subject to the 20 percent cap, are as follows:

- Provision of professional planning and legal services related to the planning for affordable housing.
- Fair Share Housing Center for assistance in plan formation.
- Administrative support for affirmative marketing.
- Administrative agent or in-house staff (to be determined by Borough Manager).
- Advertising and affirmative marketing of the accessory apartments.
- Professional assistance for development of an education session for property owners interested in establishing an accessory apartment.
- Expenses related to identifying potential accessory apartments.

4. EXPENDITURE SCHEDULE

The Borough of Mountain Lakes intends to use affordable housing trust fund revenues for the creation and/or rehabilitation of housing units.

PROJECTED EXPENDITURE SCHEDULE 04/01/2019-12/31/2025									
PROJECTS/ PROGRAMS	# of Units	2019	2020	2021	2022	2023	2024	2025	Total
		Rehabilitation	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
New Construction									
Affordability Assistance	-	\$50,469.22	\$50,469.22	\$50,469.22	\$50,469.22	\$50,469.22	\$50,469.22	\$50,469.22	\$353,285.54
Administration	-	\$12,359.00	\$12,359.00	\$12,359.00	\$12,359.00	\$12,359.00	\$12,359.00	\$12,359.00	\$86,513.00
Total Expenditures		\$62,828.22	\$62,828.22	\$62,828.22	\$62,828.22	\$62,828.22	\$62,828.22	\$62,828.22	\$439,797.54

5. EXCESS OR SHORTFALL OF FUNDS

In the event of any expected or unexpected shortfall if the anticipated revenues are not sufficient to implement the plan, the Borough of Mountain Lakes will appropriate funds from general revenue to provide the necessary funds.

In the event more funds than anticipated are collected and projected funds exceed the amount necessary to implement the Fair Share Plan, the Borough of Mountain Lakes will use these excess funds for affordable housing projects to meet a future affordable housing obligation, provided that the funds are expended within four years of collection as required by New Jersey's Fair Housing Act. If no local option within the Borough is available, excess funds will be used for affordability assistance program with the Morris County Housing Authority.

6. BARRIER FREE ESCROW

Collection and distribution of barrier free funds shall be consistent with the Borough of Mountain Lakes' Affordable Housing Ordinance in accordance with N.J.A.C. 5:93-8.13 and N.J.A.C. 5:93-8.16.

SUMMARY

The Borough of Mountain Lakes intends to spend affordable housing trust fund revenues pursuant to N.J.A.C. 5:93-8.13 through N.J.A.C. 5:93-8.16 and consistent with the housing programs outlined in the Housing Plan Element adopted April 25, 2019. To the extent that programs described herein are not described in the Housing Plan Element, the Borough of Mountain Lakes will submit an amendment to its Fair Share Plan.

The Borough of Mountain Lakes has a balance of \$30,842.64 as of March 31, 2019 and anticipates an additional \$406,836.50 in revenues and \$2,122.85 in interest through 2025, for a total of \$439,801.99. The Borough will dedicate \$353,284.54 to render units more affordable, and \$86,513 to administrative costs. In the event that there is a shortfall of funds, the Borough will adopt an intent to bond. The municipality will dedicate any excess funds or remaining balance toward affordability assistance programs with the Morris County Housing Authority.

SPENDING PLAN SUMMARY	
Balance as of March 31, 2019	\$30,842.64
PROJECTED REVENUE 04/01/2019-/2025	
Development fees	+ \$406,836.50
Payments in lieu of construction or Other Funds	+ \$0
Interest	+ \$2,122.85
TOTAL REVENUE	= \$439,801.99
PROJECTED EXPENDITURES 04/01/2019-12/31/2025	
Funds used for Rehabilitation	- \$0
Affordability Assistance	- \$353,284.54
Administration	- \$86,513.00
TOTAL PROJECTED EXPENDITURES	= \$439,797.54
REMAINING BALANCE	= \$4.45

Ordinance 8-19, BOROUGH OF MOUNTAIN LAKES, MORRIS COUNTY SPENDING PLAN FOR THE THIRD ROUND PLANNING PERIOD

Introduced: May 13, 2019

Adopted: May 29, 2019

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

Marcy Gianattasio, Municipal Clerk

Lauren Barnett, Mayor

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

RESOLUTION 103-19

“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 **May 29, 2019** and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

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 May 29, 2019.


Marcy Gianattasio, Municipal Clerk

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

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

RESOLUTION 104-19

“RESOLUTION AUTHORIZING THE REDEMPTION OF TAX TITLE LIEN 2016-001”

WHEREAS, the Tax Collector has received payment for the redemption of **Tax Title Lien No. 2016-001**, representing 2015 Property Tax and/or Water and Sewer Utility charges on **Block 70 Lot 3 106 Kenilworth Road**, and assessed to Ted Ulan; and

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

To:	US Bank Cust For PC6, Sterling National 50 South 16 th Street Suite 2050 Philadelphia, PA 19102	
Redemption Amount:	Tax Title Lien #2016-001	\$ 9,827.49
	Tax Premium	<u>\$ 1,100.00</u>
Total from Current Fund:		\$ 10,927.49

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.

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 May 29, 2019.


Marcy Gianattasio, Municipal Clerk

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

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

RESOLUTION 105-19

“RESOLUTION APPOINTING SPECIAL POLICE OFFICER”

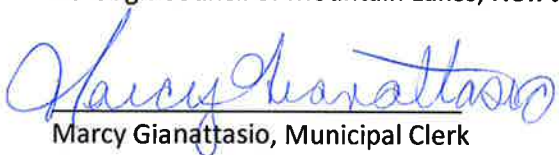
WHEREAS, the Chief of Police has recommended and the Borough Manager has approved the following individual to be appointed to serve as Special Police Officer as identified below:

Class II Special Police Officer **Jeffrey Sims**

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

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 May 29, 2019.


Marcy Gianattasio, Municipal Clerk

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

Marcy Gianattasio

From: Robert Oostdyk <roostdyk@murphymckeonlaw.com>
Sent: Tuesday, May 28, 2019 12:39 PM
To: Mitchell Stern; Lauren Barnett; Marcy Gianattasio
Subject: RE: Planning Board review of Affordable Housing Ordinances
Attachments: MtLakes.129.ord - Developers Fees.doc

The changes are all very minor and do not require formal amendment. I disagree that the titles need to be changed and suggest we leave those the same. The added references in 7-19 are confusing and duplicative so I agree it makes sense to delete them. I am attaching a revised draft of this ordinance for use in final adoption. The change to 3-19 is simply changing municipality to Borough of Mountain Lakes – Marcy if you could just make that change to your copy for final adoption this is probably easier than us sending you a revised version.

Thanks,

Bob

Robert H. Oostdyk, Jr., Esq.

MURPHY McKEON P.C.

COUNSELLORS-AT-LAW
RIVERDALE SOUTH
51 ROUTE 23 SOUTH, P.O. BOX 70
RIVERDALE, NEW JERSEY 07457
TELEPHONE: (973) 835-0100
FACSIMILE: (973) 835-1732

roostdyk@murphymckeonlaw.com

FRAUD ALERT: NEVER wire transfer money without calling this office and speaking to us personally on the phone to confirm the wiring information. Even if an email looks like it has come from this office or someone involved in your transaction, you MUST in every instance call us first to verify the information before sending any money via wire transfer.

NOTICE: This message is from Murphy McKeon, P.C. This message is intended only for the individual(s) or entity to which it is directed. If you are not the addressee, or if this message has been addressed to you in error, you are not authorized to use, read, copy or distribute this message and any attachments, and we ask that you please immediately delete this message and attachments (including all copies), and notify the sender by return e-mail so that our records can be corrected. All personal messages express views only of the sender, which are not to be attributed to Murphy McKeon, P.C. and may not be distributed or copied without this statement.

From: Mitchell Stern <mstern@mtnlakes.org>
Sent: Tuesday, May 28, 2019 12:13 PM
To: Lauren Barnett <lbarnett@mtnlakes.org>; Robert Oostdyk <roostdyk@murphymckeonlaw.com>
Subject: FW: Planning Board review of Affordable Housing Ordinances

See attached.

M

Mitchell Stern
Borough Manager
Borough of Mountain Lakes
400 Boulevard

Mountain Lakes, New Jersey 07046
(973) 334-3131 ext: 2006

Up-to-the-minute updates from the Borough of Mountain Lakes by email and text message.

Sign up today: <https://local.nixle.com/register/>

From: Cindy Shaw <cshaw@mtnlakes.org>
Date: Tuesday, May 28, 2019 at 12:03 PM
To: Marcy Gianattasio <mgianattasio@mtnlakes.org>, Robert Oostdyk <roostdyk@murphymckeeonlaw.com>
Cc: Mitchell Stern <mstern@mtnlakes.org>
Subject: Planning Board review of Affordable Housing Ordinances

Marcy and Bob,

The Planning Board reviewed the Housing Ordinances for consistency at our Thursday meeting. Attached are their findings. Can you please pass this memo along to the Council.

Thanks,

Cindy

Cynthia Shaw
Planning and Zoning Board Administrator
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046
973-334-3131 ext. 2005
Monday 8:30 to 4:30PM, Thursday 12:30 to 4:30PM

Borough of Mountain Lakes Mountain Lakes, NJ 07046

May 28, 2019

TO: Borough Council

FROM: Cynthia Shaw, Planning Board Administrator

The Planning Board conducted its regular meeting on May 23, 2019 during which time it reviewed proposed Ordinances:

Ordinance 3-19 – Amending Chapter 245 of the Revised General Ordinances establishing Article VI, Affordable Housing

Ordinance 4 -19 - Amending Chapter 245 of the Revised General Ordinances amending Article II, Multi-Family Affordable Housing Overlay

Ordinance 5-19 – Establish Affirmative Fair Housing Marketing Plan

Ordinance 6 -19- Amending Chapter 245 of the Revised General Ordinances establishing Article VII, Affordable Accessory Apartments

Ordinance 7-19 - Amending the Revised General Ordinances establishing Chapter 65, Affordable Housing Development Fees

Ordinance 8-19 – Borough of Mountain Lakes Affordable Housing Spending Plan for Third Round

The Planning Board found the Ordinances listed above to be consistent with the Master Plan and they all will help implement our Fair Share Housing Plan.

The Board felt the following items needed correcting:

1. The titles of the six (6) Ordinances are different and should be revised to be similar.
2. Ordinance 3-19 - page 11 §245-32 A. ~~[insert name of municipality]~~ Borough of Mountain Lakes
3. Ordinance 7-19 there are several numerical references that need to be remove. Page 1 §65-1 Purpose C. (last line) ~~21 of 27~~, Page 3 §65-5 Nonresidential development fees A. (1) (last line) ~~23 of 27~~, Page 4 B. (5) (fourth line) ~~24 of 27~~, the next two lines are repetitive language. Form N-RDF, State of New Jersey Nonresidential Development Certification Exemption,” to be completed as per the instructions provided. The developer of a nonresidential development shall complete Form N-RDF, ~~as per the instructions provided.~~

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

RESOLUTION 103-19

“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 **May 29, 2019** and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

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 May 29, 2019.

Marcy Gianattasio, Municipal Clerk

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

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT
Meeting Date: 05/29/2019 For bills from 05/09/2019 to 05/22/2019

Check#	Vendor	Description	Payment	Check Total
15753	101 - 84 LUMBER COMPANY	PO 20388 BIRCHWOOD BEACH RENOVATION - BLANKE	509.40	509.40
15754	2431 - ACCENTPDIR	PO 20018 SEWER DEPARTMENT - PUMPING STATION	525.00	525.00
15755	196 - ALLIED OIL	PO 19943 UNLEADED FUEL - BLANKET 2019	2,308.56	2,308.56
15756	3861 - SYNCB/AMAZON	PO 20326 POLICE VEHHICLE: ORDER#114-732099	292.53	
		PO 20386 2019 LIFEGUARD WHISTLES - ORDER# 11	37.45	
		PO 20467 POLICE: ORDER# 114-6958869-2695409	52.30	382.28
15757	189 - ANCHOR ACE HARDWARE	PO 20304 FIRE DEPT - MISC. SUPPLIES - BLANKE	125.93	125.93
15758	102 - ANDERSON & DENZLER ASSOC., INC	PO 20638 APRIL 2019 PROFESSIONAL SERVICES	163.30	
		PO 20638 APRIL 2019 PROFESSIONAL SERVICES	1,233.75	
		PO 20638 APRIL 2019 PROFESSIONAL SERVICES	11,538.28	
		PO 20638 APRIL 2019 PROFESSIONAL SERVICES	2,845.65	15,780.98
15759	2636 - ATLANTIC COMMUNICATIONS ELECTRONICS	PO 19536 RADIO INSTALLATION - NEW VEHICLE PU	1,890.80	1,890.80
15760	3479 - BILDISCO MFG., INC.	PO 20404 BIRCHWOOD BEACH PROJECT	14,032.00	14,032.00
15761	3799 - CIFELLI & SON GENERAL CONSTRUCTION,	PO 19530 DPW - CURB & SIDEWALK REPAIRS - CAP	540.00	
		PO 19530 DPW - CURB & SIDEWALK REPAIRS - CAP	141,000.00	
		PO 19633 CURB REPAIRS/INSTALLATION	25,211.25	
		PO 20567 BIRCHWOOD BEACH PROJECT	13,528.00	180,279.25
15762	431 - COUNTY CONCRETE CORP.	PO 20484 BIRCHWOOD BEACH PROJECT	1,621.50	1,621.50
15763	2396 - COUNTY WELDING SUPPLY CO.	PO 20508 DPW - EQUIPMENT & TOOLS - BLANKET 2	68.00	68.00
15764	2147 - CCTMO LLC	PO 20519 MAY 2019 - CELL TOWER REIMBURSEMENT	1,776.80	1,776.80
15765	653 - GANNET NEW JERSEY NEWSPAPERS	PO 20421 CLERK - 2019 ADVERTISING ACCT#31471	204.16	
		PO 20422 BOA/PLANNING: ADVERTISING - ACCT# 3	28.38	232.54
15766	506 - DAN COMO & SONS, INC	PO 20498 SOLID WASTE - LEAF & BRUSH REMOVAL	2,040.00	2,040.00
15767	2971 - DIRECT ENERGY BUSINESS	PO 20635 ACCT#: 614054 - 269690, 91, 92 - AP	375.66	375.66
15768	3109 - FERRIERO ENGINEERING, INC	PO 19690 GRUNDENS POND PROPOSAL / PROJECT NO	146.25	
		PO 20645 CLIENT NO: ML100 - APRIL 2019 PROFE	1,134.00	1,280.25
15769	4039 - FLOORING CONCEPTS OF NJ, LLC	PO 20485 BIRCHWOOD BEACH PROJECT	1,900.00	
		PO 20566 BIRCHWOOD BEACH PROJECT	1,940.00	3,840.00
15770	3993 - FSC LEAK DETECTION	PO 20469 WATER DEPARTMENT - LINE/PUMP/MOTOR	750.00	750.00
15771	2429 - GARDEN STATE FIREWORKS	PO 20465 2019 FIREWORKS SHOW	8,500.00	8,500.00
15772	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 20409 PARKS & BEACHES - GENERAL MAINTENAN	1,533.00	
		PO 20500 RECYCLING CENTER SIGN - CLEAN COMMU	65.00	1,598.00
15773	876 - GARDEN STATE LABORATORIES, INC	PO 20017 WATER DEPARTMENT - TREATMENT OF WEL	144.00	144.00
15774	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 20572 DEC 2018 - ARCHIVE STORAGE - ACCT#	65.00	65.00
15775	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 20573 JAN - APRIL 2019 - ARCHIVE STORAGE	342.00	342.00
15776	911 - HOME DEPOT CREDIT SERVICES	PO 20077 BIRCHWOOD BEACH PROJECT - TOOLS & S	133.24	133.24
15777	3677 - ICMA	PO 20529 2019 ICMA MEMBERSHIP RENEWAL	1,040.00	1,040.00
15778	859 - JCP&L	PO 20595 M/A #200 000 053 658 / BILL DATE: 5	1,422.82	
		PO 20636 M/A #200 000 020 764: BILL DATE: 5/	98.20	1,521.02
15779	859 - JCP&L	PO 20602 ACCT#100 076 421 971/BILL PRD: APR	202.26	
		PO 20599 MASTER ACCT#200 000 574 000/ BILL D	60.14	
		PO 20597 M/A #200 000 054 011/ BILL DATE: 5/	587.84	
		PO 20596 MAST ACCT# 200 000 021 275 / BILL D	4,973.83	5,824.07
15780	1040 - JESCO, INC.	PO 20387 DPW - EQUIPMENT REPAIR	3,306.72	3,306.72
15781	4006 - JET VAC EQUIPMENT, LLC	PO 20012 WATER DEPARTMENT - EQUIPMENT - BLAN	498.00	498.00
15782	1062 - JOHNNY ON THE SPOT, LLC	PO 20561 MAY 2019 - CUST ID# 014738 - PORT-A	160.00	
		PO 20560 MAY 2019 - CUST ID# 014738 - PORT-A	160.00	320.00
15783	1066 - JOHNSON TRUCK ACCESSORIES, INC	PO 20564 DPW - VEHICLE REPAIRS - BLANKET	151.97	151.97
15784	1074 - JW PIERSON CO.	PO 20008 DIESEL FUEL - BLANKET 2019 ACCT# 32	1,266.90	1,266.90
15785	2434 - LASSER HOCHMAN, LLC TRUST ACCOUNT	PO 20593 STATE APPEAL TAX REFUND FOR FAIRFIE	216,429.09	216,429.09
15786	902 - LAURIE HARDEN	PO 20507 SPEAKER: LAKERS 55	50.00	50.00
15787	2561 - LIFESAVERS, INC.	PO 20546 POLICE: CPR CARDS	76.00	76.00
15788	1442 - MORRIS PLAINS SHOES	PO 20382 DPW - UNIFORM REPLACEMENT - BLANKET	1,604.00	1,604.00
15789	2360 - MOUNTAIN LAKES AUTO SPA, CORP.	PO 19923 POLICE DEPARTMENT - 2019 CAR WASHES	35.00	35.00
15790	1394 - MTN. LAKES PUBLIC LIBRARY	PO 20449 2019 MTN LAKES PUBLIC LIBRARY AID -	22,857.66	22,857.66
15791	1472 - MURPHY, MCKEON P.C.	PO 20447 2019 RETAINER FEES - BLANKET	4,166.66	
		PO 20643 APRIL 2019 LEGAL SERVICES	2,310.00	
		PO 20643 APRIL 2019 LEGAL SERVICES	840.00	7,316.66
15792	1553 - NEW JERSEY NATURAL GAS	PO 20637 APR 10 TO MAY 9, 10, 13, 2019 SERVI	782.72	782.72
15793	1562 - NJLM	PO 20568 FINANCE: AD FOR FINANCE ASST	115.00	115.00
15794	3844 - NJSLOM	PO 20606 2019 NJ MUNICIPALITIES MAGAZINE SUB	275.00	275.00
15795	2884 - TREASURER, STATE OF NJ	PO 20634 CONSTRUCTION; MAINTENANCE - PUBLIC	182.00	182.00
15796	3683 - NJMMA	PO 20325 ADMIN: NJMMA 2019 SPRING CONFERENCE	250.00	250.00
15797	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 20630 JUNE 2019 DENTAL PREMIUMS - GROUP 1	3,005.00	3,005.00

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 05/29/2019 For bills from 05/09/2019 to 05/22/2019

Check#	Vendor	Description	Payment	Check Total
15798	2676 - NORTH JERSEY COPY	PO 20513 FINANCE: BUSINESS CARDS	79.00	79.00
15799	3659 - OPTIMUM	PO 20426 BORO INTERNET SERVICES ACCT# 07876-	140.55	140.55
15800	3173 - OPTIMUM	PO 20425 FIRE: ACCT# 07876-603439-01-8 CABLE	71.69	71.69
15801	479 - PARKER PUBLICATIONS	PO 20139 ACCT# 010902 ZBOA/PLANNING BRD - 2	41.83	41.83
15802	3431 - PARTIES ARE US RENTALS, LLC	PO 20615 2019 MOUNTAIN LAKES DAY	4,000.00	4,000.00
15803	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 20644 APRIL 2019 COAH	9,400.00	9,400.00
15804	1734 - READYREFRESH BY NESTLE	PO 20516 ACCT# 0016496903 - 3/13/19 TO 4/12/	152.16	152.16
15805	4047 - REDLINE ELECTRIC & GENERATOR SERVICES, INC.	PO 20548 WILSON BASKETBALL COURT		270.00
15806	2397 - ROCKAWAY AUTO RESOURCES, LLC	PO 20488 DPW - VEHICLE MAINTENANCE & REPAIRS	380.96	
		PO 20517 POLICE DEPARTMENT - VEHICLE REPAIR	58.96	439.92
15807	1935 - SPATIAL DATA LOGIC, INC	PO 20627 PRO-RATED ENTERPRISE LICENSE - CLER	1,500.00	1,500.00
15808	2774 - STAPLES BUSINESS ADVANTAGE	PO 20550 FINANCE/CLERK: ORDER# 7218016297	474.39	
		PO 20570 DPW/ADMIN: ORDER# 7218430713	347.68	822.07
15809	1943 - STRUCTURAL STONE CO., INC.	PO 20410 BIRCHWOOD BEACH PROJECT	3,027.25	
		PO 20563 BIRCHWOOD BEACH PROJECT	489.57	3,516.82
15810	3903 - TCF EQUIPMENT FINANCE	PO 20423 POLICE CAR LEASE / CUST# 730289 - 2	2,247.19	2,247.19
15811	2023 - TROY FENCES, INC.	PO 20526 WILSON BASKETBALL COURT - MAINTENAN	1,175.00	1,175.00
15812	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 20452 2019 SEWER MAINTENANCE CHARGES - BL	33,373.00	33,373.00
15813	3829 - UNIVERSITY PRODUCTS, INC	PO 20249 HPC: ARCHIVAL SUPPLIES	2,200.00	2,200.00
15814	4057 - US BANK CUST FOR PC6,	PO 20610 LIEN REDEMPTION ULAN 106 KENILWORTH	9,827.49	
		PO 20610 LIEN REDEMPTION ULAN 106 KENILWORTH	1,100.00	10,927.49
15815	2749 - VERIZON	PO 19997 2019 INTERNET SVC: A/C# 853-478-043	52.32	
		PO 19997 2019 INTERNET SVC: A/C# 853-478-043	37.34	
		PO 19997 2019 INTERNET SVC: A/C# 853-478-043	37.33	126.99
15816	832 - W.W. GRAINGER, INC	PO 20360 DPW - DEPARTMENT SUPPLIES - BLANKET	39.57	39.57
15817	2228 - WATER WORKS SUPPLY CO, INC	PO 19979 WATER DEPARTMENT - EQUIPMENT & TOOL	271.30	271.30
15818	2161 - WELDON ASPHALT, INC.	PO 20086 DPW - POTHOLE REPAIRS - BLANKET 201	1,508.20	1,508.20
TOTAL				577,810.78

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	1,927.42			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	275.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	383.88			
01-201-20-130-020	FINANCE - OTHER EXPENSES	409.67			
01-201-20-140-020	COMPUTER SERVICES	192.87			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	6,476.66			
01-201-20-165-020	ENGINEERING SERVICES	2,845.65			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	34.25			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	35.96			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	1,500.00			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	3,005.00			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	2,383.31			
01-201-25-252-020	EMERGENCY MGMT - OTHER EXPENSE	76.00			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	197.62			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	6,901.46			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	2,040.00			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	334.16			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	591.89			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	12,587.45			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	3,298.00			
01-201-29-390-020	AID TO PUBLIC LIBRARY	22,857.66			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	2,311.12			
01-201-31-437-020	NATURAL GAS	1,158.38			
01-201-31-447-020	PETROLEUM PRODUCTS	3,575.46			
01-203-20-100-020	(2018) GENERAL ADMIN - OTHER EXPENSE		65.00		
01-203-20-165-020	(2018) ENGINEERING SERVICES		146.25		
01-203-26-290-020	(2018) STREETS & ROADS - OTHER EXP.		540.00		
01-260-05-100	DUE TO CLEARING			0.00	304,183.50
01-275-55-000-000	RESERVE FOR TAX APPEALS			226,256.58	

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-290-55-000-005	DUE TO T-MOBILE - SPRINT FEES			1,776.80	
TOTALS FOR	Current Fund	75,398.87	751.25	228,033.38	304,183.50
02-200-40-700-340	Clean Communities Grant			65.00	
02-200-40-700-380	Historic Preservation Grant			2,200.00	
02-260-05-100	DUE TO CLEARING			0.00	2,265.00
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	2,265.00	2,265.00
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			37,425.91	
04-215-55-983-000	2017 CAPITAL ORDINANCE 05-17			18,406.00	
04-215-55-984-000	2018 CAPITAL ORDINANCE 4-18			152,475.75	
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19			9,647.63	
04-260-05-100	DUE TO CLEARING			0.00	217,955.29
TOTALS FOR	General Capital	0.00	0.00	217,955.29	217,955.29
05-201-55-520-520	Water Operating - Other Expenses	7,908.22			
05-260-05-100	DUE TO CLEARING			0.00	7,908.22
TOTALS FOR	Water Operating	7,908.22	0.00	0.00	7,908.22
07-201-55-520-520	Sewer Operating - Other Expenses	34,158.77			
07-260-05-100	DUE TO CLEARING			0.00	34,158.77
TOTALS FOR	Sewer Operating	34,158.77	0.00	0.00	34,158.77
18-260-05-100	Due to Clearing			0.00	1,100.00
18-300-70-000-203	TAX SALE PREMIUMS			1,100.00	
TOTALS FOR	Other Trust	0.00	0.00	1,100.00	1,100.00
20-260-05-100	Due to Clearing			0.00	10,240.00
20-300-60-000-000	RESERVE FOR COAH			10,240.00	
TOTALS FOR	COAH	0.00	0.00	10,240.00	10,240.00

Total to be paid from Fund 01 Current Fund	304,183.50
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	2,265.00
Total to be paid from Fund 04 General Capital	217,955.29
Total to be paid from Fund 05 Water Operating	7,908.22
Total to be paid from Fund 07 Sewer Operating	34,158.77
Total to be paid from Fund 18 Other Trust	1,100.00
Total to be paid from Fund 20 COAH	10,240.00
	577,810.78

Checks Previously Disbursed

15752	POLICE PIPES & DRUMS	PO# 20625	2019 MOUNTAIN LAKES MEMORIAL DAY P	1,200.00	5/21/2019
15751	CARLY RESTREPO	PO# 20632	2019 MEMORIAL DAY PARADE - INTERP	200.00	5/21/2019
15750	NJ MOTOR VEHICLE COMMISSION	PO# 20579	DPW - TITLE TRANSFER	60.00	5/14/2019
				1,460.00	

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
<hr/>					
Totals by fund		Previous Checks/Voids	Current Payments		Total
<hr/>					
Fund 01 Current Fund		1,460.00	304,183.50		305,643.50
Fund 02 FEDERAL AND STATE GRANTS			2,265.00		2,265.00
Fund 04 General Capital			217,955.29		217,955.29
Fund 05 Water Operating			7,908.22		7,908.22
Fund 07 Sewer Operating			34,158.77		34,158.77
Fund 18 Other Trust			1,100.00		1,100.00
Fund 20 COAH			10,240.00		10,240.00
<hr/>					
BILLS LIST TOTALS		1,460.00	577,810.78		579,270.78
<hr/>					

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

Meeting Date: 05/29/2019 For bills from 05/09/2019 to 05/22/2019

Check#	Vendor	Description,	Payment	Check Total
5150	102 - ANDERSON & DENZLER ASSOC., INC	PO 20619 MARCH/APRIL 2019 PROFESSIONAL SERVI	1,617.15	1,617.15
5151	3759 - PRINCETON HYDRO, LLC	PO 20622 MARCH 2019 PROFESSIONAL SERVICES	3,194.25	3,194.25
5152	3941 - TOPOLOGY NJ, LLC	PO 20620 APRIL 2019 PROFESSIONAL SERVICES	292.50	292.50
TOTAL				5,103.90

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	5,103.90
17-500-00-050-231	Sunrise Senior Living Management			3,731.70	
17-500-00-050-304	New Land Mt. Lakes, LLC.			979.80	
17-500-00-091-310	PULTE GROUP - ENCLAVE SITE INSPEC. FEE			392.40	
TOTALS FOR	Developer's Escrow	0.00	0.00	5,103.90	5,103.90

Total to be paid from Fund 17 Developer's Escrow

5,103.90

5,103.90

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

Meeting Date: 05/29/2019 For bills from 05/09/2019 to 05/22/2019

Check#	Vendor	Description	Payment	Check Total
5262	3861 - SYNCB/AMAZON	PO 20505 TRACK: ORDER# 114-0917705-8949849	548.98	548.98
5263	3300 - MR. TEES PROMOTIONAL ITEMS, INC	PO 20479 WOODS & LAKE RUN - T-SHIRTS	1,813.50	1,813.50
5264	3691 - MUSKY TROUT HATCHERIES, LLC	PO 20413 RECREATION: 2019 TROUT DERBY ORDER	3,466.20	3,466.20
5265	3417 - PRO IMAGE PROMOTIONS, INC.	PO 20385 2019 T SHIRTS TRACK & CLINIC TRACK	483.00	483.00
5266	3417 - PRO IMAGE PROMOTIONS, INC.	PO 20411 2019 Tshirts for track participant	780.00	780.00
5267	3417 - PRO IMAGE PROMOTIONS, INC.	PO 20464 TRACK: 2019 JUNIOR TRACK UNIFORMS	1,396.75	1,396.75
5268	3417 - PRO IMAGE PROMOTIONS, INC.	PO 20474 2019 track uniform shorts Inv.	2,880.00	2,880.00
5269	4016 - ROBERT WAGMILLER	PO 20575 REIMBURSEMENT: WOODS & LAKES RUN DO	100.00	100.00
5270	3829 - UNIVERSITY PRODUCTS, INC	PO 20249 HPC: ARCHIVAL SUPPLIES	2.71	2.71

TOTAL

11,471.14

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	PROVIDENT BANK			0.00	11,471.14
33-600-00-090-000	Recreation Trust Reserves			11,471.14	
TOTALS FOR	Recreation Trust	0.00	0.00	11,471.14	11,471.14

Total to be paid from Fund 33 Recreation Trust

11,471.14

11,471.14

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

RESOLUTION 104-19

“RESOLUTION AUTHORIZING THE REDEMPTION OF TAX TITLE LIEN 2016-001”

WHEREAS, the Tax Collector has received payment for the redemption of **Tax Title Lien No. 2016-001**, representing 2015 Property Tax and/or Water and Sewer Utility charges on **Block 70 Lot 3 106 Kenilworth Road**, and assessed to Ted Ulan; and

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

To:	US Bank Cust For PC6, Sterling National 50 South 16 th Street Suite 2050 Philadelphia, PA 19102	
Redemption Amount:	Tax Title Lien #2016-001	\$ 9,827.49
	Tax Premium	<u>\$ 1,100.00</u>
Total from Current Fund:		\$ 10,927.49

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.

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 May 29, 2019.

Marcy Gianattasio, Municipal Clerk

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

**Borough of Mountain Lakes
Office of the Tax Collector
400 Boulevard
Mountain Lakes, New Jersey 07046**

May 7, 2019

Lereta Corp, LLC
1123 Park View Drive
Covina, CA 91724
Attn: Mary Mc Cauley

Re: Tax Sale Certificate #2016-001
106 Kenilworth Road Mountain Lakes, NJ
Block 70 Lot 3

Dear Mary,

I have received confirmation of the redemption calculation on the above referenced matter.

The amount due to redeem is \$9,827.49.

Please Be Advised: Payment must be made in the form of guaranteed funds (bank check, certified check, money order etc.) and received in this office NO LATER THAN Wednesday, May 15, 2019 at 4:00 p.m. or this will not be presented at our May 29th meeting of the Governing Body and the amount will be subject to change.

If you should have any questions or require further information, please do not hesitate to contact me.

Sincerely,

Ann Purcell, CTC
Tax Collector
Borough of Mountain Lakes

Telephone (973) 334-3131 x-2003 Fax (973)402-3466
E-Mail apurcell@mtnlakes.org

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

RESOLUTION 105-19

“RESOLUTION APPOINTING SPECIAL POLICE OFFICER”

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

Class II Special Police Officer **Jeffrey Sims**

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

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 May 29, 2019.

Marcy Gianattasio, Municipal Clerk

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

Marcy Gianattasio

From: Shawn Bennett
Sent: Friday, May 17, 2019 9:10 AM
To: Mitchell Stern; Marcy Gianattasio
Subject: SLEO II - Sims

Mitchell –

AS you know, with the summer coming we can use all the help we can get with our beach patrols. Jeffrey D. Sims (former MLPD SLEO II and former SFC in the NJSP) briefly left us last year to work as a SLEO III in Montville. He ended up with some scheduling conflicts and ultimately resigned his post. He would like to return to us as a SLEO II. I have spoken with the PTC regarding filing the appropriate paperwork. Since this is a unique situation, they will have to get back to me, but advised that at a minimum, they will need a Council resolution re-appointing him. Could we put this on the Agenda for the next Council meeting?

Thanks.

- Shawn

Chief Shawn Bennett

Mountain Lakes Police Department

400 Boulevard
Mountain Lakes, NJ 07046
973-334-1507 ext 2105





BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE MONTHLY ACTIVITY REPORT

APRIL 2019

ADMINISTRATIVE SUMMARY

The month saw a continued climb in the number and scope of project submissions. Although the collected fees were not significant, these fees will be realized in the coming months when the permits are issued for construction. Additionally, more inquiries are being fielded for information on zoning and construction code requirements- an indication that more projects are now in the design phase.

The Board of Education has submitted drawings and applications for construction projects at the High School, Briarcliff School and Wildwood School. Additional staff time and resources will be necessary to properly service these permits and construction schedules. In addition, drawings and applications have been submitted for the alterations to the three buildings at 100 Route 46 East, part of which will house the Lightbridge Academy Dare Care.

The Enclave at Mountain Lakes is getting ever nearer to the issuance of the first certificates for the complex. Final building inspections, engineering inspections and a list of resolution conditions must be met prior to occupancy. Notice has been given that the next building of six units will be submitted in May for a proposed June construction start.



Construction Permit Activity Report

4/1/2019 -> 4/30/2019

Summary

	Cost:	Count:			
New:	\$0.00	0	Cubic Footage:	0 Cu.ft	Permits Issued: 25
Addition:	\$0.00	0	Square Footage:	0 Sq.ft	Updates Issued: 3
Alteration:	\$277,796.00	25			
Demolition:	\$14,000.00	3			
Total:	\$291,796.00	28			

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other	
Building:	13	\$3,807.00	\$0.00	\$3,807.00	B 31	25 %80.6	5 %16.1	1 %3.2	
Plumbing:	10	\$1,390.00	\$0.00	\$1,390.00	P 30	22 %73.3	3 %10	5 %16.7	
Electrical:	16	\$1,349.00	\$0.00	\$1,349.00	E 51	33 %64.7	12 %23.5	6 %11.8	
Fire:	3	\$225.00	\$0.00	\$225.00	F 5	4 %80	1 %20	0 %0	
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %	
Mechanical:	3	\$225.00	\$0.00	\$225.00	M 14	12 %85.7	0 %0	2 %14.3	
	45	\$6,996.00	\$0.00	\$6,996.00		131	96	21	14
DCA Training:	0		0		(Note: Does not include result of none)				
DCA State:	25		504	\$350.00					
DCA Minimum:	3		3						
	28		\$507						

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building	0	0	CA 19	\$0.00	\$0.00
Plumbing	0	0	CCO 0	\$0.00	\$0.00
Electrical	0	0	CO 1	\$50.00	\$0.00
Fire	0	0	CC 0	\$0.00	\$0.00
Mechanical	0	0	TCO 1	\$50.00	\$0.00
Elevator	0	0	TCC 0	\$0.00	\$0.00
Total:	\$0.00	\$0.00	Total: 21	\$100.00	\$0.00

NOTE:
 Information gathered is based on the Issue date for that item, ie permit issue date, certificate issue date.
 This will cause discrepancies between the payments section which uses Payment date. Example you took in money for a CO but the CO has not been issued yet.

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

Payments (Based on Payment Date)	
Permit (60)	\$8,056.00
NON-UCC (0)	\$0.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$8,056.00

BOROUGH OF MOUNTAIN LAKES CONSTRUCTION OFFICE ANNUAL PERMIT FEES

5/15/2019

	2017 COLLECTED	YEAR TO DATE
JANUARY	9,550	9,550
FEBRUARY	16,180	25,730
MARCH	11,015	36,745
APRIL	14,473	51,218
MAY	8,196	59,414
JUNE	16,031	75,445
JULY	18,388	93,833
AUGUST	20,069	113,902
SEPTEMBER	6,698	120,600
OCTOBER	12,736	133,336
NOVEMBER	9,522	142,858
DECEMBER	6,930	149,788
	2018 COLLECTED	YEAR TO DATE
JANUARY	10,958	10,958
FEBRUARY	4,025	14,983
MARCH	3,342	18,325
APRIL	8,802	27,127
MAY	18,270	45,397
JUNE	7,805	53,202
JULY	11,359	64,561
AUGUST	9,355	73,916
SEPTEMBER	9,504	83,420
OCTOBER	23,654	107,074
NOVEMBER	17,709	124,783
DECEMBER	34,113	158,896
	2019 COLLECTED	YEAR TO DATE
JANUARY	12,338	12,338
FEBRUARY	4,042	16,380
MARCH	23,677	40,057
APRIL	8,056	48,113
MAY		
JUNE		
JULY		
AUGUST		
SEPTEMBER		
OCTOBER		
NOVEMBER		
DECEMBER		

BOROUGH OF MOUNTAIN LAKES
DEPARTMENT OF PUBLIC WORKS
Department Activity
April 2019

IN HOUSE

All regular work details including building maintenance, vehicle repairs and maintenance, trash and recycling collection, trash bag deliveries, street sweeping, lawn maintenance, leaf and brush disposal, daily maintenance of wells, monthly water testing for Coliform and Chlorine, final water reads, utility mark outs, etc. Additionally:

Streets & Roads Department:

- Pothole repairs borough wide
- Asphalt berm repairs and installations
- Storm drain cleanout – 125 Hanover Road
- Repair of large hole/ditch at Historical Preservation building
- Aerator wiring repair/replacement near 32 Overlook Road
- Woods & Lakes Run:
 1. Meeting w/Coordinators regarding event functions
 2. Electric outlet access
 3. Clearing of trails with machine
 4. Barricades
- Spring Bulk Trash Day
- Supply community with garbage bags, vests and gloves for borough cleanup
- Pick up and dispose of garbage and recycling at all cleanup locations
- Repair “No Parking” sign at Pine Edge Condominiums
- Styrofoam delivery to Foam Pack Industries
- Meeting w/USDA in reference to geese near tree at Grunden’s Pond

Water/Sewer Department:

- Shut down and exercise valves to replace three fire hydrants
- Assisted Carner Brothers with hydrant replacements
- Plumbing installation for chlorine pump for Well #4
- Quarterly Billing
- Installed three quarter inch water service for showers and water fountain/bottle filler at Birchwood Beach
- Turned on water fountains at Birchwood Beach
- Turned on water fountains at tennis courts

Recreation:

- Assist w/Trout Derby stocking
- Preparation for day of Trout Derby
- Preparation for Easter Egg Hunt
- Move Sailing Association boxes from Birchwood to Island Beach

- **Beach Project:**
 1. Installation of doors
 2. Interior painting
 3. Completion of rough electrical
 4. Completion of rough plumbing
 5. Continuation of carpentry, i.e. trim work
 6. Pouring of concrete floor in guard shack

Board of Education:

- Install batting cage rule signs at Fanny Field

Vacation/Sick Time:

- 64 Vacation Hours/40 Sick Hours, 104 Man Hours



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Bill Bender
Fire Chief
info@mlvfd.com

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

TO: Borough Manager Mitchell Stern
DATE: 5/15/19
SUBJECT: April 2019 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of April 2019:

FIRE CALLS (15)

LOCATION	DATE	TIME	DESCRIPTION
2 Warwick Rd	4/1	4:23 PM	CO Alarm- Malfunction
11 Grove Place	4/1	7:11PM	CO Alarm- Malfunction
270 Blvd	4/2	9:10 AM	Fire Alarm-Set off in error
115 Rt 46	4/4	12:24 PM	Bathroom Fire. Bldg F. Fire Marshall Determined to the cause to be accidental In nature. Faulty exhaust fan
90 Crestview Rd	4/5	9:48 PM	Fire Alarm-Malfunction
90 Crestview RD	4/7	3:41 AM	Fire Alarm- Malfunction
90 Crestview Rd	4/7	4:52 AM	Fire Alarm-Malfunction
356 Rt 46	4/10	7:10AM	Fire Alarm-Unattended cooking
32 Overlook Rd	4/13	5:09 PM	Car Fire
Pollard/Valley Rds	4/13	8:00 PM	Wires/Tree burning
35 Pollard Rd	4/19	3:03 PM	Garage Fire. Home owner transported To hospital for treatment of burns. Boonton Twp, Boonton, Mt Tabor and St Clares EMS for Mutual aid
34 Crestview	4/21	5:10 PM	Fire Alarm- Heat from torch set off alarm
19 Elcock Lane	4/22	4:30 PM	Assist BTFD with fire alarm
25 Sherwood Drive	4/22	8:14 PM	Smoke Condition. Homeowner did not Open Fire place flue properly
284 Blvd	4/29	11:27 AM	Fire Alarm- set off by water leak

DRILLS (5)

LOCATION	DATE	TIME	DESCRIPTION
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High School	4/7	1:00 PM	JFD Drill
Fire Academy	4/9	7:30 PM	Senior Drill
High School	4/16	8:00 PM	Senior Drill
Firehouse	4/28	1:00 PM	JFD Drill
Firehouse	4/30	8:00 PM	Open House Prep

MEETINGS (4)

LOCATION	DATE	TIME	DESCRIPTION
Fire House	4/2	8:00 PM	Officers Meeting
Academy	4/10	7:00 PM	County Chiefs Meeting
Firehouse	4/23	8:00 PM	Business meeting
Firehouse	4/23	9:00 PM	Relief Association Meeting

Truck and Equipment Checks/Work Details (2)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	4/23	9:00 PM	Truck checks E1, E2 and R1
Firehouse	4/27	1:30 PM	Work Detail

COMMUNITY EVENTS: (3)

LOCATION	DATE	TIME	DESCRIPTION
Main St Boonton	4/6	10:00 AM	Little League Parade
Firehouse	4/27	8-11 AM	Shredding Event
Firehouse	4/27	8-1 PM	Blood Drive

ANNOUNCEMENTS: (1)

1. MLVFD will be hosting a town wide garage sale on Saturday June 8th. See MLVFD Facebook for more details.

TOTAL MANHOURS: 490

Borough of Mountain Lakes

BOARD OF HEALTH

400 BOULEVARD • MOUNTAIN LAKES, NEW JERSEY 07046
Telephone: (973) 334-3131 • Fax: (973) 402-5595



April 2019

Administration/Tests:

- Review all swimming pool and spa results – Craig school, YMCA and Sports Care.
- Reviewed staff reports and collaborate regarding items or issues of concern.
- Retail food establishment updates and spot checks
- Continued with working on lead education program and follow up with community health assessment questionnaire.
- Ongoing Supply of lead testing kits and Radon testing Kits.
- Continue support of radon, lead surfaces and water testing

Environmental Inspections

- Sports Care Pool –pseudomonas found - closed pool.

Nursing

CDC/NJDOH PUBLIC HEALTH ALERTS

Monthly Activities

CDRSS is checked, at minimum, twice daily to review for newly listed communicable diseases. This is accomplished by all nursing staff. Upon the listing of a new disease, investigation of disease is initiated by PHN.

NJLINGS checked daily. Health alerts and advisories are reviewed by all Public Health nurses. Health alerts, recalls, and specific health advisories are forwarded to the Health Educator for dissemination of information to the public if action is warranted as per NJLINGS.

Screenings This Month

No screenings this month.

Seasonal Flu Activities

Influenza activity as reported by NJDOH surveillance is **low** for this region for week ending April 27th 2019.

Disease Prevention - Well Child Program – 2 months thru 18 years of age - L. Gearhart, PHRN

No patients this month for the Well Child Program.

Childhood Lead Poisoning Prevention Program – T. Fucci, PHRN

No cases from Mountain Lakes reported to our office during this month. Lead case management monitoring occurs twice daily a minimum for jurisdiction within the NJDOH Welligent LeadTrax Monitoring system.

TB Control Program – T. Fucci, PHRN

No Mantoux tests were administered this month.

Perinatal Hepatitis B Prevention Program, T. Fucci, PHRN

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

Communicable Disease

The classifications for the cases listed below are based on the investigation conducted by the PHN, laboratory evaluation and NJDOH case definition. All investigation information is entered into CDRSS; NJDOH reads entries, comments on individual cases, will send PHN email requesting more data. Once NJDOH is satisfied with investigation methods, the case is approved and closed

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

April 2019

New Cases: 0	Ongoing Cases: 0
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Time Used/Overtime by Month

	Sick Time Hours					Vacation/Comp Hours/Pers Day/Severance					Court Overtime					Department Overtime					Training/School Hours														
	2013	2014	2015	2016	2017	2018	2019	2013	2014	2015	2016	2017	2018	2019	2013	2014	2015	2016	2017	2018	2019	2013	2014	2015	2016	2017	2018	2019							
Jan	12	104	106	58	236	216	79	12	60	64	127.5	22	15	14	\$0	\$0	\$0	\$0	\$0	\$158	\$0	\$1,522	\$9,344	\$2,989	\$3,164	\$2,998	\$4,159	\$4,348	0	6	60	50	48	51	86
Feb	72	80	104	142	226	252	86	36	45	34	11	84	104	220	\$0	\$221	\$0	\$0	\$0	\$0	\$210	\$6,262	\$10,162	\$4,641	\$7,750	\$7,009	\$4,927	\$2,138	30	112	75	125	103	15	16
March	60	128	82	82	238	310	110	156	36	96	139	198	148.5	168	\$0	\$180	\$0	\$0	\$151	\$0	\$0	\$16,524	\$7,262	\$6,541	\$7,689	\$12,822	\$29,829	\$6,254	87	52	15	91	115	59	57
April	60	36	72	46	209.5	0	106	60	165	218	138	154	250	265.5	\$0	\$360	\$271	\$0	\$0	\$0	\$422	\$4,355	\$1,563	\$8,942	\$4,657	\$5,399	\$12,146	\$27,385	59	37	85	60	44	0	94
May	96	94	188	69	128	204		132	220	322	192	254	178	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,769	\$10,958	\$11,708	\$16,276	\$12,700	\$24,263		33	45	42	120	54	3		
June	96	104	144	85	140	130		204	257	152	299	288	208	\$0	\$0	\$0	\$0	\$0	\$193	\$0	\$19,603	\$9,640	\$18,386	\$6,362	\$17,917	\$21,572		53	106	240	95	40	24		
July	72	68	128	140	318	152		407	520	428	592	518	524	\$0	\$0	\$0	\$0	\$0	\$158	\$0	\$31,478	\$11,237	\$27,256	\$31,836	\$31,018	\$24,005		20	48	85	105	12	39		
August	72	120	114	182	272	94		600	674	585	528	606	682	\$0	\$0	\$0	\$0	\$140	\$193	\$0	\$32,665	\$20,462	\$30,377	\$20,059	\$21,042	\$18,754		22	0	128	115	48	62		
Sept	94	116	71.5	92	276	94		100	131	228	364.5	294	373.5	\$0	\$0	\$0	\$354	\$0	\$0	\$12,410	\$6,874	\$13,746	\$12,484	\$21,047	\$16,316		157	118	66	150	47	58			
Oct	96	92	82	94	332	106		168	146	302	414	125	208	\$0	\$266	\$0	\$0	\$0	\$0	\$0	\$12,150	\$8,543	\$16,914	\$15,755	\$12,876	\$14,514		40	120	43	253	36	41		
Nov	72	94	96.5	188	346	148		292	256	145	164	274.5	235.5	\$0	\$0	\$0	\$0	\$0	\$246	\$0	\$21,516	\$9,762	\$8,770	\$11,241	\$18,359	\$15,103		80	76	40	290	24	179.5		
Dec	106	164	121	392	392	254		168	175	157.5	217.5	171	346.5	\$0	\$0	\$0	\$0	\$302	\$0	\$0	\$18,515	\$15,512	\$5,481	\$19,991	\$18,360	\$20,920		10	145	114	167	100	46		
Total	908	1200	1309	1570	3114	1960	381	2335	2685	2732	3187	2969	3275	667.5	\$0	\$1,028	\$271	\$354	\$593	\$947	\$632	\$190,769	\$121,318	\$155,753	\$157,266	\$181,548	\$206,506	\$40,125	591	865	993	1621	671	577.5	253

MLPD Monthly Activity Report

Month/Year	Alarms	False Alarm Charges	False Alarm Collected	Total Arrests	Juv. Arrests	CDS (Drug) Arrests	L.O. Violations	DWI	M.V. Stops	M.V. Summonses	M.V. Accidents	Animal Complaints	Medical	Thefts	Assaults	Burglary/Robbery	Murder	Total Call Volume
January-11	35	N/A	N/A	4	0	2	1	1	90	51	17	13	22	3	0	0	0	651
January-12	39	\$ 400.00	\$ -	4	0	1	0	0	86	44	13	4	18	6	0	3	0	557
January-13	26	\$ -	\$ -	3	0	0	0	1	65	37	10	6	21	2	1	0	0	533
January-14	18	\$ -	\$ -	6	1	1	5	2	186	69	13	7	12	2	1	2	0	767
January-15	21	\$ -	\$ 850.00	3	0	3	0	0	135	48	5	5	16	3	0	0	0	614
January-16	14	\$ -	\$ -	7	0	1	0	3	166	51	13	6	8	5	0	2	0	647
January-17	19	\$ -	\$ 50.00	11	0	7	0	2	223	72	6	4	6	4	0	0	0	832
January-18	15	\$ -	\$ -	8	0	2	1	4	164	76	13	7	14	1	0	0	0	858
January-19	23	\$ -	\$ -	5	1	1	0	0	117	51	6	7	14	2	0	0	0	918
February-11	20	N/A	N/A	5	2	0	0	1	138	62	14	8	10	1	0	0	0	572
February-12	27	\$ -	\$ -	7	0	1	0	4	116	44	11	11	18	3	0	0	0	584
February-13	17	\$ -	\$ -	6	0	0	0	3	65	55	6	7	10	0	0	0	0	440
February-14	15	\$ -	\$ -	3	0	0	1	0	217	110	10	11	8	1	1	0	0	729
February-15	23	\$ 50.00	\$ 400.00	7	0	0	9	3	91	61	11	9	12	1	0	0	0	535
February-16	18	\$ 50.00	\$ 1,000.00	10	2	3	0	3	201	36	5	6	9	6	0	1	0	723
February-17	16	\$ 50.00	\$ -	9	0	6	0	2	168	64	10	6	7	1	1	1	0	682
February-18	14	\$ -	\$ -	8	0	1	2	1	174	63	2	3	9	2	0	0	0	734
February-19	18	\$ 50.00	\$ 50.00	4	0	0	2	0	76	26	4	4	15	3	1	0	0	724
March-11	17	N/A	N/A	2	0	0	0	1	127	73	8	18	13	5	0	0	0	669
March-12	28	\$ -	\$ -	2	0	1	2	0	98	42	6	8	17	5	1	1	0	584
March-13	21	\$ -	\$ -	2	0	0	2	2	51	33	10	10	10	1	0	8	0	570
March-14	13	\$ -	\$ -	2	0	0	0	0	264	134	9	14	16	4	1	0	0	844
March-15	14	\$ 100.00	\$ 50.00	11	1	5	4	2	94	55	11	9	7	1	1	3	0	610
March-16	12	\$ -	\$ -	16	0	9	0	1	313	91	11	10	15	4	0	0	0	973
March-17	19	\$ 50.00	\$ 50.00	10	0	3	0	0	174	43	7	6	11	3	0	1	0	801
March-18	15	\$ -	\$ -	6	0	2	0	2	151	75	10	7	17	3	1	1	0	1030
March-19	21	\$ -	\$ -	6	0	1	0	0	132	40	8	12	13	1	1	0	0	797
April-11	27	N/A	N/A	4	0	1	3	0	110	69	9	11	8	5	1	0	0	560
April-12	30	\$ -	\$ -	5	0	0	2	2	103	45	13	11	11	5	0	1	0	588
April-13	19	\$ -	\$ -	6	0	1	0	3	44	28	9	7	13	2	2	3	0	533
April-14	20	\$ 50.00	\$ -	5	1	1	1	1	243	95	9	18	11	2	0	4	0	784
April-15	17	\$ -	\$ 50.00	2	0	0	1	0	76	44	13	18	14	4	0	2	0	621
April-16	22	\$ 50.00	\$ -	19	0	12	0	1	267	41	15	7	8	8	1	0	0	820
April-17	22	\$ 600.00	\$ 650.00	11	0	3	3	1	122	40	5	11	13	8	0	6	0	737
April-18	14	\$ -	\$ -	7	1	4	0	1	122	58	8	8	7	3	0	0	0	748
April-19	21	\$ -	\$ -	6	0	3	1	1	109	38	8	15	12	4	0	0	0	922
May-11	37	N/A	N/A	5	0	1	7	0	111	141	9	11	21	2	0	0	0	676
May-12	34	\$ 50.00	\$ -	2	0	1	3	0	65	99	15	20	19	1	0	0	0	649

MLPD Monthly Activity Report

Month/Year	Alarms	False Alarm Charges	False Alarm Collected	Total Arrests	Juv. Arrests	CDS (Drug) Arrests	L.O. Violations	DWI	M.V. Stops	M.V. Summonses	M.V. Accidents	Animal Complaints	Medical	Thefts	Assaults	Burglary/Robbery	Murder	Total Call Volume
May-13	20	\$ 100.00	\$ -	2	0	0	0	0	43	15	12	11	16	3	0	1	0	541
May-14	23	\$ -	\$ -	7	2	2	0	0	219	88	9	10	7	8	0	4	0	792
May-15	21	\$ 200.00	\$ -	6	0	0	1	2	79	43	12	18	11	2	0	1	0	646
May-16	11	\$ 100.00	\$ 50.00	13	1	11	0	1	267	38	12	14	13	4	5	0	0	806
May-17	25	\$ -	\$ -	9	0	4	0	3	142	48	10	12	14	9	0	8	0	928
May-18	20	\$ -	\$ -	10	0	0	7	2	164	94	11	9	14	3	1	0	0	875
May-19																		
June-11	39	N/A	N/A	8	1	0	3	0	85	94	9	14	12	4	0	0	0	633
June-12	15	\$ -	N/A	5	2	3	5	1	64	59	6	21	12	3	0	1	0	571
June-13	14	\$ -	\$ 50.00	1	0	1	0	0	47	21	16	12	9	4	0	0	0	514
June-14	31	\$ 50.00	\$ -	5	1	1	0	0	134	56	13	14	14	1	0	1	0	646
June-15	14	\$ 300.00	\$ 200.00	2	0	0	1	0	81	7	14	9	17	3	0	0	0	698
June-16	21	\$ -	\$ -	15	0	8	4	0	220	70	17	15	9	5	0	1	0	956
June-17	29	\$ -	\$ -	7	1	2	0	2	135	39	16	9	14	4	1	0	0	844
June-18	24	\$ -	\$ -	2	0	0	0	0	154	68	11	7	15	5	0	2	0	800
June-19																		
July-11	35	N/A	N/A	1	1	1	1	0	54	27	10	29	12	4	1	1	0	594
July-12	27	\$ 100.00	\$ -	10	0	1	4	3	72	27	15	14	7	1	0	2	0	566
July-13	25	\$ 200.00	\$ -	5	1	3	5	0	56	17	10	14	8	2	0	1	0	547
July-14	37	\$ 300.00	\$ -	5	0	0	2	2	187	96	8	7	9	3	0	2	0	655
July-15	23	\$ 450.00	\$ 50.00	3	0	0	2	1	116	52	13	15	8	11	0	0	0	705
July-16	22	\$ -	\$ 100.00	15	0	8	1	0	204	52	14	12	19	12	2	12	0	1012
July-17	20	\$ -	\$ -	7	0	3	1	0	138	22	7	12	10	6	2	1	0	693
July-18	16	\$ -	\$ -	7	0	2	0	0	128	56	8	5	9	12	2	22	0	828
July-19																		
August-11	44	N/A	N/A	3	0	0	0	1	59	32	18	32	19	3	0	0	0	737
August-12	30	\$ 200.00	\$ -	6	2	2	1	2	57	23	11	19	14	3	0	1	0	517
August-13	25	\$ 100.00	\$ -	5	0	0	2	0	80	27	10	30	8	5	3	0	0	537
August-14	22	\$ -	\$ -	7	0	1	0	1	188	74	8	21	9	2	0	27	0	685
August-15	27	\$ 100.00	\$ 800.00	4	0	0	0	1	258	82	3	25	13	5	0	4	0	831
August-16	33	\$ -	\$ 250.00	18	0	6	1	0	198	56	8	23	13	3	0	1	0	810
August-17	15	\$ -	\$ -	14	1	4	3	0	109	25	10	8	9	7	1	2	0	603
August-18	23	\$ -	\$ -	3	0	0	0	0	121	44	8	11	17	6	0	3	0	794
August-19																		
September-11	25	N/A	N/A	1	0	0	0	1	66	28	15	26	13	5	0	8	0	634
September-12	8	\$ -	\$ -	5	0	0	0	2	44	22	12	97	12	1	0	2	0	611
September-13	17	\$ -	\$ -	1	0	0	1	0	29	10	9	14	14	2	0	0	0	480
September-14	17	\$ 50.00	\$ 150.00	6	1	1	0	0	155	65	7	18	11	3	1	2	0	696
September-15	28	\$ 550.00	\$ 100.00	5	0	0	1	1	192	80	9	16	19	14	0	1	0	846

MLPD Monthly Activity Report

Month/Year	Alarms	False Alarm Charges	False Alarm Collected	Total Arrests	Juv. Arrests	CDS (Drug) Arrests	L.O. Violations	DWI	M.V. Stops	M.V. Summonses	M.V. Accidents	Animal Complaints	Medical	Thefts	Assaults	Burglary/Robbery	Murder	Total Call Volume
September-16	20	\$ 200.00	\$ -	9	0	3	0	1	153	40	7	10	10	11	0	11	0	861
September-17	14	\$ -	\$ -	4	1	2	0	1	98	35	12	6	15	1	0	0	0	714
September-18	12	\$ -	\$ -	7	0	2	1	1	78	28	9	5	14	11	0	8	0	795
September-19																		
October-11	45	N/A	N/A	2	0	0	0	0	50	31	15	20	19	1	0	1	2	671
October-12	40	\$ 50.00	N/A	4	0	1	0	0	45	23	14	114	19	3	0	0	0	773
October-13	4	\$ -	\$ 350.00	7	2	0	0	2	66	30	7	33	18	3	2	2	0	667
October-14	24	\$ 150.00	\$ 200.00	4	0	1	0	1	106	52	12	20	10	7	2	1	0	663
October-15	21	\$ 600.00	\$ 550.00	9	0	0	2	3	147	49	11	16	16	2	0	0	0	716
October-16	28	\$ -	\$ -	3	0	2	1	0	105	22	7	13	9	4	0	1	0	708
October-17	25	\$ -	\$ -	5	0	2	0	0	115	48	16	6	15	6	0	1	0	766
October-18	13	\$ -	\$ -	3	0	1	0	1	122	55	15	4	15	8	0	0	1	866
October-19																		
November-11	18	N/A	N/A	1	0	0	0	0	59	35	9	19	17	2	1	2	0	577
November-12	38	\$ 50.00	N/A	4	0	0	0	2	51	35	9	28	12	1	0	1	0	576
November-13	9	\$ -	\$ -	2	0	0	0	1	51	17	10	15	20	6	1	1	0	599
November-14	33	\$ 200.00	\$ 100.00	2	1	0	1	1	107	46	7	14	10	8	1	0	0	625
November-15	28	\$ 550.00	\$ 500.00	7	0	1	0	0	169	42	11	7	13	6	0	2	0	766
November-16	21	\$ -	\$ 200.00	4	0	2	1	0	230	69	10	5	9	4	0	0	0	853
November-17	18	\$ -	\$ -	6	0	2	1	0	79	31	10	1	12	9	1	5	0	701
November-18	20	\$ -	\$ -	4	0	2	0	0	81	27	13	5	10	5	0	3	0	804
November-19																		
December-11	34	N/A	N/A	2	0	0	0	0	76	28	8	14	17	6	0	6	0	541
December-12	17	\$ -	N/A	0	0	0	0	0	73	47	14	17	20	2	2	0	0	581
December-13	22	\$ -	\$ -	5	1	2	0	0	66	28	13	6	14	6	0	1	0	545
December-14	37	\$ 1,350.00	\$ 250.00	10	3	4	0	3	106	52	10	8	11	2	0	1	0	576
December-15	26	\$ 1,200.00	\$ 450.00	2	0	0	4	0	157	45	16	13	15	6	0	1	0	718
December-16	22	\$ 50.00	\$ -	13	0	6	0	2	194	79	13	8	10	0	0	0	0	865
December-17	15	\$ -	\$ -	1	0	1	0	0	100	44	4	4	13	2	0	0	0	690
December-18	25	\$ -	\$ -	3	0	0	0	0	60	21	10	5	16	1	0	0	0	683
December-19																		
2011	376	N/A	N/A	38	4	5	15	5	1025	671	141	215	183	41	3	18	2	7515
2012	333	\$ 850.00	\$ -	54	4	11	17	16	874	510	139	364	179	34	3	12	0	7157
2013	219	\$ 400.00	\$ 400.00	45	4	7	10	12	663	318	122	165	161	36	9	17	0	6506
2014	290	\$ 2,150.00	\$ 700.00	62	10	12	8	11	2112	937	115	162	128	43	7	44	0	8452
2015	263	\$ 4,100.00	\$ 4,000.00	61	1	9	25	13	1595	608	129	160	161	58	1	14	0	8306
2016	244	\$ 450.00	\$ 1,600.00	142	3	71	8	12	2518	645	132	129	132	66	8	29	0	10034
2017	237	\$ 700.00	\$ 750.00	94	3	39	8	11	1603	511	113	85	139	60	6	25	0	8991
2018	211	\$ -	\$ -	68	1	16	11	12	1519	665	118	76	157	60	4	39	1	9815

MLPD Monthly Activity Report

Month/Year	Alarms	False Alarm Charges	False Alarm Collected	Total Arrests	Juv. Arrests	CDS (Drug) Arrests	L.O. Violations	DWI	M.V. Stops	M.V. Summonses	M.V. Accidents	Animal Complaints	Medical	Thefts	Assaults	Burglary/Robbery	Murder	Total Call Volume
2019 YTD	83	\$ 50.00	\$ 50.00	21	1	5	3	1	434	155	26	38	54	10	2	0	0	3361

April 2019

<u>Total Overtime</u>
<u>Hours Paid</u>
321

<u>Total</u>	<u>Total</u>
<u>Vaca/Comp Hrs</u>	<u>Vaca/Comp/Personal/Bereave Hrs</u>
265.5	60
	<u>Creating OI</u>
	60
	<u>% of Hrs Equating to OI</u>
	22.60%

<u>Total Sick Time</u>	<u>Total Sick Time</u>
<u>Hrs</u>	<u>Hrs Creating OI</u>
106	67.5
	<u>% of Hrs Equating to OI</u>
	63.68%

- * 12 hours mandatory Narcan recertification training
- * 25 Hours Mandatory Firearms qualifications
- * 19 hours mutual aid
- * 136.5 hours of Borough Capital Projects Traffic Control
- * 1 hour traffic enforcement

BOROUGH OF MOUNTAIN LAKES

Recreation Department

Department Activity **April 2019**

The Recreation Commission met on April 16th, 2019. The Recreation Director provided an update regarding summer hiring for the beaches, recreation camp, sailing camp and swim team. The commission was also given a recap of the 2019 Trout Derby and Easter Egg Hunt. Biggest change will be to request the Trout Derby Committee add bass and other sustainable fish to the Derby. The Recreation Director shared details regarding summer preparation of the beaches and parks in preparation for increased public use and the beach inspection, specifically the updates for Birchwood Beach Project. Finally, the Commission approved New Commission Member, Gary Reznik.

- Continued work with Athletic Director Pat Brunner to book and re-book youth Spring sports including track, girls lacrosse, boys lacrosse and Tri-town Little League Baseball and Softball on Wilkins field and the Baseball and Softball fields as well as gyms. Due to the several games being rescheduled for rain.
- Have used the Turf/Lights effectively this year according to BOE Ordinance.
- Continued to work with Boys lacrosse programs on finalizing background checks for coaches.
- Ongoing planning and promoting, setting up registration, interviewing, staffing, ordering supplies and supporting summer camps and programs including:
 - Swim Team
 - Summer Recreation Camp
 - Summer Teen Adventure Camp
 - Tennis Camp
 - Sailing Camp
 - Golf Camp
 - Surfing camp (Buses leave daily from ML to Asbury Park and home)
 - Paddle Board Yoga (back by popular demand!)
 - Teen Adventure Camp (daily excursions to amusement parks, NYC, parks, etc.)
 - Various MLHS Coach-run camps
 - New Yoga Add-On for Rec Camp
 - Possible new Tough Mudder Camp
- Assisted residents and town groups with various facilities requests – new rule from Rec Commission stating that all Fundraising walks/events should not be during Beach hours.
- Updated website and Facebook page with events and program information.
- Assisted MLHS volunteers with annual Senior to Senior luncheon planning
- Provided customer service for parents registering their children for summer programs.
- Supported the Woods & Lakes Committee as needed for the annual run.
- Planned, Attended and worked as part of the Trout Derby Committee.
- Attended April HUB Lakes League meeting.
- Attended various sports and summer program meetings to support and coordinate efforts this Spring.
- Successful Boat Registration was streamlined. All completed within an hour.



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Joe Mullaney
Code Enforcement Officer
jmullaney@mtnlakes.org

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

TO: Borough Manager Mitchell Stern
DATE: 5/15/19
SUBJECT: Monthly Report April 2019

The following lists code enforcement/property maintenance issues for the month of April 2019:

4/2: Follow up with realtor reference property maintenance violations on property for sale at intersection of Rt 46 and Fox Hill Rd

4/10: Follow up on complaint with North Glen Road resident regarding work being done without a soil moving permit. Referred to Cindy Shaw for further clarification

4/11: Follow up on complaint received regarding sign violation at 80 Blvd. Sign removed

4/11: Follow up with Masonic Lodge regarding work being done on the property

4/12: Follow up with Fernwood Drive resident regarding property maintenance violations. Work in Progress

4/12: Letter sent to owner of property at 46 and Fox Hill Road regarding property maintenance violation

4/12: Inspected property at 41 Melrose Rd. House is vacant. Numerous property maintenance violations noted. Owner was sent a violation notice. The House was not secure at several location at ground level. In the interest of public safety DPW secured the house after the owner failed to respond to notice. Owner of property issued summons for numerous violations with a mandatory court appearance on May 24, 2019

4/17: Follow up on second complaint about work being done at a N. Glen Road residence without permits. They were advised to cease and desist with all work until they could speak with Cindy Shaw and Construction official.

4/17: Follow up with Cobb Road resident regarding water draining into the street

4/15: Follow up with Morris Ave resident regarding Right of Way violation

4/18: Notification to Midvale Road resident regarding brush causing a view obstruction exiting Haswell Field

4/18: Follow up with Kenilworth Rd resident regarding water issue

4/24: Follow up with Rainbow Trail resident regarding property maintenance violations

4/24: Follow up on dumping complaint at the end of Yorke Road

4/25: Follow up with Warwick Road resident regarding dumping complaint

4/29: Realtors notified regarding sign violations on Blvd

SMOKE AND CO DETECTOR INSPECTIONS:

Date:	Location	Pass/Fail
4/6	6 Robinhood Drive	Pass
4/9	5 Crescent Drive	Pass
4/9	50 Bellvale Rd	Pass
4/16	34 West Shore	Pass
4/16	129 Kenilworth	Pass
4/16	19 Sherwood Dr	Fail
4/17	11 Vale Drive	Pass
4/17	25 Hillcrest RD	Pass
4/26	330 Morris Ave	Pass
4/29	26 Crane Rd	Pass
4/30	2 Yorke Rd	Pass
4/30	106 Ball Rd	Pass

SIGN ENFORCEMENT –A dozen signs removed from the ROW around town. Continue to monitor when signs for town events are being put out to ensure compliance with 30 days and Right of Way.

Parking Enforcement: Several landscapers reminded about parking on the Boulevard. Will continue to monitor for compliance