



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES  
HELD AT THE BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046  
SEPTEMBER 9, 2019  
PUBLIC SESSION – BEGINS AT 7:30 PM**

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

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.

**2) ROLL CALL ATTENDANCE - Clerk**

**3) FLAG SALUTE – Mayor**

**4) COMMUNITY ANNOUNCEMENTS**

**5) SPECIAL PRESENTATIONS**

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

**7) PUBLIC COMMENT**

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

**8) BOROUGH COUNCIL DISCUSSION ITEMS**

- a. Second Quarter 2019 Current Budget Report
- b. Second Quarter 2019 Water Budget Report and Second Quarter 2019 Sewer Budget Report
- c. Trust Balances
- d. Capital Account Balances

**9) ATTORNEY'S REPORT**

**10) MANAGER'S REPORT**

- a. Update of Beach Facility Rehabilitation Project – Island Beach
- b. Water and Sewer Rates

**11) RESOLUTIONS – NON CONSENT AGENDA**

- a. R127-19, Resolution Authorizing the Execution of a Developer's Agreement Between the Borough of Mountain Lakes and Sunrise Development, Inc.
- b. R128-19, Resolution Authorizing the Filing of an Application for Public Water Works Approval with the State of New Jersey Department of Environmental Protection (Sunrise Development Inc. / 1 Old Bloomfield Avenue)
- c. R129-19, Resolution Authorizing the Filing of an Application for Treatment Works Approval with the State of New Jersey Department of Environmental Protection (Sunrise Development Inc. / 1 Old Bloomfield Avenue)
- d. R130-19, Resolution Authorizing the Execution of a Landscape Maintenance Agreement between the Borough of Mountain Lakes and Sunrise Development, Inc.
- e. R131-19 Resolution Authorizing the Execution of a Deed Restriction Requiring Affordable Units in Assisted Living Residences between the Borough of Mountain Lakes and Sunrise Development, Inc.

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**12) \*CONSENT AGENDA ITEMS**

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

**\*RESOLUTIONS**

- a. R122-19, Membership Renewal in the Morris County Joint Insurance Fund)
- b. R132-19, Resolution Authorizing the Issuance of Not Exceeding \$791,540 Bond Anticipation Notes of the Borough of Mountain Lakes, in the County of Morris, New Jersey

- c. *R133-19, Resolution Authorizing the Payment of Bills*
- d. *R134-19, Resolution Authorizing a Lien on Block 64, Lot 16 (41 Melrose Road) for Costs Incurred in the Remediation of a Property Maintenance Violation*
- e. *R135-19, Resolution Authorizing Membership in the Mountain Lakes Volunteer Fire Department*

**\*APPROVAL OF MINUTES**

*July 22, 2019 (Regular) Barnett and Happer Not Eligible*

*August 26, 2019 (Regular) Korman, Lane and Shepherd Not Eligible*

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

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**13) COUNCIL REPORTS**

**14) 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.

**15) NEXT STEPS AND PRIORITIES**

**16) ADJOURNMENT**

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

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**TO:** Mitchell Stern, Borough Manager  
**SUBJECT:** Second Quarter 2019 Current Budget Report  
**DATE:** August 13, 2019

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

Revenues:

- Anticipated Surplus – This amount is taken from the 12/31/18 fund balance which was \$2,087,199.59. This is a journal entry that will be made to realize the revenue.
- General Capital Surplus – This amount was transferred from the general capital bank account \$5,000 of the total was a portion of the premium from the bond sale in 2017.
- Other Licenses – This consists of raffles, food handlers, dock, and solicitor's permits. As of 1/1/19 the solicitor's permit file fee was reduced and the clerk did not realize this. Therefore, a refund in the amount of \$2,475.00 will be paid out. This reduces the activity amount to \$2,090.00
- Other Fees & Permits – Other Fees and Permits consists of revenue from various departments such as; planning board, zoning board, police department, smoke detectors, and parking permits to name a few. The Borough has realized 90.04% of the budgeted revenue as of 6/30/19, any excess of the budgeted amount will go into the fund balance at year end.
- Court Revenue – The revenue is down in comparison to 2018 and as of 6/30/19 we have collected 38.55% of our budget.
- Interest and Costs – Tax Collection – The percentage collected is down in comparison to 6/30/18 however, this amount should increase before the tax sale.
- Interest on Investments – We are on target for the year.
- Board of Education Field Lease and Board of Education portion of Solid Waste fees – In the past the total amount was paid to the Borough from the Board of Education in December. We received the first and second quarters from the Board of Education in August.
- Uniform Construction Code Fees – These fees are based on the number of building permits that are filed and that can vary from year to year. We are up in this revenue line item compared to 2018 by 20%.
- The State revenue is zero because it is paid by the State to us during the months of July through November.
- The tax collection percentage was 99.35% in the first quarter and 97.65% in the second quarter.

Expenditures:

- Salary and Wages – All of the salary and wage line items have the first pay of July already recorded as an expenditure as of June 30, 2019 therefore, most of the line items are over 50% expended.
- Finance Other Expenses – The service contract for Municipal Software is paid for the entire year.
- Annual Audit – This budget amount is for the 2018 audit fees. The audit is complete and the balance was paid in July.
- Tax Assessor Other Expenses – The account is under budget because \$1,400 is budgeted for review of tax maps and nothing is spent so far.
- Reserve for Tax Appeals – This amount was transferred into the Reserve account and the invoices are paid out of the Reserve.
- Legal Other Expenses – There are encumbrances for the attorney's retainer for the entire year. In addition, the tax appeals line item is over budget by \$2,705.00. We will have to monitor this account closely.

- Engineering Other Expenses – The engineering budget is on target through 6/30/19 we've paid and encumbered invoices through May.
- Board of Adjustment Other Expenses – The legal contract is encumbered for the entire year.
- Uniform Construction Code Other Expenses – The software line item is overbudget by \$1,500 because another seat license was added so the clerk could have access to the Spatial Data Logic program.
- Liability and Workmen's Compensation Insurance– The bills are paid for the year.
- Group Insurance Plans – Water & Sewer group insurance budget amounts need to be disbursed back to the current fund. This account will be credited \$101,651.00.
- Insurance – Unemployment Compensation – This amount will get transferred to the Unemployment Trust Account. Depending upon the unemployment claims filed during the year we might need to transfer more funds into this account later in the year.
- Traffic and Safety Committee Other Expenses – The encumbrance for \$980.00 is for pedestrian street signs for the year.
- Interlocal Services MC Dispatch and Denville Court – The contracts are encumbered for the entire year.
- Solid Waste Other Expenses – The entire contract with Suburban Disposal is encumbered for the year.
- Recycling Tax – After reviewing the budget report \$1,217.55 should have been charged to this line item and credited back to the solid waste other expenses. This was corrected in August.
- Vehicle Repairs & Maintenance – The subaccount for DPW vehicles has paid or charged \$16,929.01 of the \$20,000 total budget amount. There were 2 DPW trucks that needed major repairs in the beginning of the year. Dump truck #ML12 needed a brake job and a rear leaf spring replacement, total cost \$5,360.71. Dump truck #ML10 needed a rear brake job at a cost of \$1,893.00. We will monitor the overall account but funds might have to be transferred in November.
- Health Other Expenses – The service contract is encumbered for the entire year.
- Woodland and Environmental Committees – The committees have not submitted requisitions at this time for their budgets.
- Park & Playgrounds – The fireworks was more than half of the budget and that has been spent.
- Aid to Public Library – This is encumbered for the entire year.
- Celebration of Public Events – All of the expenses are paid for the Memorial Day Parade and Mountain Lakes Day.
- Electricity – Street Lighting – As of June 30, 2019 we have paid the April street lighting bills and the May electrical bills. The bills are paid as we get the invoices.
- Telecommunications – There is a blanket purchase order for the rest of the year for Monmouth Telecom. In addition, \$5,000 will be transferred from the water and sewer budgets to this current budget line item.
- Petroleum Products – The Board of Education will be billed their share of the petroleum costs which usually amounts to about \$8,000.00. In 2018 we had more credits to this account for police outside services jobs. I think this account will go over budget and funds will need to be transferred in November. We will closely monitor this account.
- PERS – We recently received an employers' pension bill for the 2018 payroll retros and not enough funds were budgeted to cover this. A transfer of approximately \$800 will have to be made in November to cover this bill.
- PFRS – The employers' bill was paid in full in April. However, we received an employers' bill for the 2018 retro pay and not enough funds were budgeted to cover this. A transfer of approximately \$300 will have to be made in November to cover this bill.
- Payment of Bond Principal and Interest are paid according to a schedule of when they come due.
- Deferred Charges – This amount was transferred to the capital account to fund an old capital ordinance that was never bonded.



Monica Goscicki  
Chief Financial Officer



Borough of Mountain Lakes Budget Comparison  
Current Fund - Revenue Budgets

Account Number	Description	Activity to 6/30/2019				Activity to 6/30/2018				
		Budget	Activity	Balance	% Received	Total Realized In 2018	Budget	Activity	Balance	% Received
01-190-07-200-000	AMOUNT TO BE RAISED BY TAXATION	\$6,651,119.00	\$0.00	\$6,651,119.00	0.00%	\$7,655,258.87	\$6,381,185.35	\$0.00	\$6,381,185.35	0.00%
01-192-08-101-000	ANTICIPATED SURPLUS	\$1,459,338.00	\$0.00	\$1,459,338.00	0.00%	\$1,564,338.00	\$1,564,338.00	\$0.00	\$1,564,338.00	0.00%
01-192-08-101-004	CAPITAL SURPLUS - GENERAL CAPITAL	\$55,000.00	\$55,000.00	\$0.00	100.00%	\$5,000.00	\$5,000.00	\$0.00	\$0.00	100.00%
01-192-08-103-000	LICENSES - LIQUOR	\$12,000.00	\$12,688.00	-\$688.00	105.73%	\$12,688.00	\$12,000.00	-\$688.00	105.73%	
01-192-08-104-000	OTHER LICENSES	\$500.00	\$4,565.00	-\$4,065.00	913.00%	\$1,880.00	\$500.00	-\$1,055.00	311.00%	
01-192-08-105-000	FEES & PERMITS	\$21,500.00	\$19,358.39	\$2,141.61	90.04%	\$39,493.80	\$19,000.00	\$1,767.81	90.70%	
01-192-08-106-010	CLERK'S FEES & PERMITS	\$3,000.00	\$3,019.00	-\$19.00	100.63%	\$3,359.00	\$3,500.00	\$2,311.00	33.97%	
01-192-08-110-000	MUNICIPAL COURT FINES & COSTS	\$31,000.00	\$11,950.35	\$19,049.65	38.55%	\$42,417.33	\$31,000.00	\$17,779.82	74.90%	
01-192-08-112-000	INTEREST & COSTS-TAX COLLECTION	\$42,000.00	\$14,797.00	\$27,203.00	35.23%	\$42,850.87	\$42,500.00	\$22,247.20	47.65%	
01-192-08-113-000	INTEREST ON INVESTMENTS	\$20,500.00	\$12,125.71	\$8,374.29	59.15%	\$58,928.74	\$15,000.00	-\$17,457.66	216.38%	
01-192-08-115-000	CABLE FRANCHISE FEES	\$18,619.00	\$18,619.00	\$0.00	100.00%	\$20,477.76	\$20,477.76	-\$0.76	100.00%	
01-192-08-118-000	RECREATION FEES & INCOME	\$60,000.00	\$47,365.00	\$12,635.00	78.94%	\$63,189.00	\$60,000.00	\$5,545.00	90.76%	
01-192-08-119-000	RENT FROM RAILROAD STATIONS	\$33,000.00	\$18,540.00	\$14,460.00	56.18%	\$33,000.00	\$33,000.00	\$15,000.00	54.55%	
01-192-08-120-000	T-MOBILE CELL TOWER LEASE	\$64,000.00	\$33,763.62	\$30,236.38	52.76%	\$65,795.80	\$64,000.00	\$26,124.12	59.18%	
01-192-08-121-000	SPRINT/NEXTEL LEASE-1/2 DUE T-MOBILE	\$18,000.00	\$10,660.86	\$7,339.14	59.23%	\$21,011.22	\$18,000.00	\$10,350.36	57.50%	
01-192-08-123-000	BOARD OF EDUCATION-FIELD LEASE	\$45,000.00	\$0.00	\$45,000.00	0.00%	\$45,000.00	\$45,000.00	\$45,000.00	0.00%	
01-192-08-125-000	SOLID WASTE FEES	\$29,500.00	\$15,913.44	\$13,586.56	53.94%	\$31,131.63	\$29,500.00	\$14,050.06	52.37%	
01-192-08-126-000	TRASH BAG RECEIPTS	\$53,600.00	\$4,948.00	\$48,652.00	9.23%	\$57,301.00	\$53,600.00	\$49,421.00	7.80%	
01-192-08-160-000	UNIFORM CONSTRUCTION CODE FEES	\$186,000.00	\$86,250.00	\$99,750.00	46.37%	\$186,450.75	\$190,000.00	\$92,113.25	48.48%	
01-192-09-000-000	STATE AID REVENUE (NON-GRANT)	\$141,000.00	\$82,212.00	\$58,788.00	58.31%	\$141,261.00	\$125,000.00	\$78,111.00	37.51%	
01-192-10-000-000	FEDERAL & STATE GRANT REVENUE	\$417,293.00	\$0.00	\$417,293.00	0.00%	\$417,293.00	\$417,293.00	\$417,293.00	0.00%	
01-192-15-499-000	RECEIPTS DELINQUENT TAX	\$22,998.86	\$22,998.86	\$0.00	100.00%	\$49,158.27	\$49,158.27	\$0.00	100.00%	
01-192-18-001-000	CURRENT YEAR TAXES RECEIVED	\$186,000.00	\$170,537.35	\$15,462.65	91.69%	\$205,388.69	\$186,000.00	\$25,302.89	86.40%	
01-192-20-200-000	UNANTICIPATED REVENUES (MRNA)	\$0.00	\$15,300,156.59	-\$15,300,156.59		\$0.00	\$0.00	\$11,647,905.90		
TOTALS		\$9,570,967.86	\$15,993,097.16	-\$6,422,129.30		\$10,877,382.79	\$9,365,051.62	-\$11,647,905.90		
								-\$49,765.89		
								-\$2,950,860.54		

Borough of Mountain Lakes Budget Comparison  
Current Fund - Expenditure Budgets

Activity to 6/30/2019

Activity to 6/30/2018

Account Number	Description	Budget	Activity	Encumbered	Balance	% Expended	Total Expended in 2018/2019	Budget	Activity	Encumbered	Balance	% Expended
01-201-20-100-001	GENERAL ADMIN - SALARY & WAGES	\$124,257.00	\$63,527.56	\$0.00	\$60,729.44	51.13%	\$115,123.47	\$125,619.00	\$61,585.71	\$0.00	\$64,033.29	49.03%
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	\$62,000.00	\$17,382.91	\$7,392.40	\$37,224.69	39.96%	\$57,091.02	\$57,530.00	\$21,233.68	\$3,285.26	\$33,311.06	42.62%
01-201-20-101-020	COMMUNICATION ADV. COMM. - OTHER EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00		\$6,194.99	\$7,000.00	\$3,060.00	\$0.00	\$3,940.00	43.71%
01-201-20-110-020	MAVOR & COUNCIL - OTHER EXP'S	\$4,200.00	\$1,466.84	\$570.00	\$2,163.16	48.50%	\$2,836.12	\$4,000.00	\$1,099.00	\$0.00	\$2,901.00	27.48%
01-201-20-120-001	MUNICIPAL CLERK - SALARY/WAGE	\$77,123.00	\$38,440.37	\$0.00	\$38,682.63	49.84%	\$75,033.72	\$85,611.00	\$48,603.21	\$0.00	\$37,007.79	56.77%
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	\$24,100.00	\$3,461.71	\$9,568.32	\$17,069.97	29.17%	\$15,367.46	\$25,600.00	\$3,891.36	\$1,423.69	\$20,284.95	20.76%
01-201-20-130-001	FINANCE - SALARY & WAGE	\$65,020.00	\$32,215.22	\$0.00	\$32,804.78	49.55%	\$54,671.26	\$79,739.00	\$26,850.17	\$0.00	\$52,888.83	33.67%
01-201-20-130-020	FINANCE - OTHER EXPENSES	\$10,850.00	\$5,174.62	\$2,546.96	\$9,128.42	71.17%	\$8,312.95	\$13,335.00	\$5,559.00	\$1,928.54	\$5,887.46	56.15%
01-201-20-135-020	ANNUAL AUDIT	\$24,178.00	\$0.00	\$6,363.34	\$17,814.66	26.32%	\$22,440.00	\$22,440.00	\$0.00	\$0.00	\$7,317.00	67.39%
01-201-20-140-020	COMPUTER SERVICES	\$24,500.00	\$6,658.31	\$4,809.67	\$13,032.02	46.81%	\$19,986.07	\$24,150.00	\$8,407.84	\$943.98	\$16,398.18	38.72%
01-201-20-145-001	TAX COLLECTOR - SALARY & WAGE	\$35,089.00	\$19,006.68	\$0.00	\$16,082.32	54.17%	\$34,041.09	\$32,193.00	\$16,953.69	\$0.00	\$15,239.31	52.66%
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	\$4,025.00	\$1,343.34	\$0.00	\$2,701.66	32.88%	\$2,546.14	\$3,985.00	\$1,356.88	\$30.37	\$2,597.75	34.81%
01-201-20-150-001	TAX ASSESSOR - SALARY & WAGE	\$23,712.00	\$12,843.96	\$0.00	\$10,868.04	54.17%	\$23,247.00	\$23,247.00	\$12,225.46	\$0.00	\$11,021.54	52.59%
01-201-20-150-020	TAX ASSESSOR - OTHER EXPENSES	\$2,600.00	\$940.65	\$0.00	\$1,659.35	36.18%	\$1,553.65	\$1,950.00	\$1,553.65	\$0.00	\$-1,203.65	79.67%
01-201-20-151-020	RESERVE FOR TAX APPEALS - OTHER EXPENSE	\$100,000.00	\$100,000.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	RDIV/01
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	\$132,500.00	\$41,935.18	\$24,999.96	\$65,564.86	50.52%	\$122,151.67	\$132,500.00	\$49,147.88	\$25,799.36	\$57,552.76	56.56%
01-201-20-165-020	ENGINEERING SERVICES	\$34,935.00	\$12,092.61	\$1,944.70	\$20,897.69	40.18%	\$61,612.70	\$34,250.00	\$22,851.85	\$0.00	\$11,398.15	66.72%
01-201-21-180-001	PLANNING BOARD - SALARY & WAGE	\$10,321.00	\$5,268.61	\$0.00	\$5,052.39	51.05%	\$9,921.08	\$11,382.00	\$4,636.63	\$0.00	\$6,745.37	40.74%
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	\$11,175.00	\$4,618.64	\$1,753.71	\$4,802.65	57.02%	\$12,913.10	\$11,175.00	\$2,031.23	\$387.50	\$8,756.27	21.64%
01-201-21-185-001	BO OF ADJUST - SALARY & WAGE	\$10,321.00	\$5,268.61	\$0.00	\$5,052.39	51.05%	\$9,921.08	\$11,382.00	\$4,636.63	\$0.00	\$6,745.37	40.74%
01-201-21-185-020	BO OF ADJUST - OTHER EXPENSES	\$13,575.00	\$3,990.85	\$9,228.98	\$355.17	97.38%	\$13,123.37	\$13,575.00	\$3,667.72	\$101.03	\$9,806.25	27.76%
01-201-22-195-001	UNIFORM CONST CODE-SALARY/WAGE	\$112,023.00	\$51,249.57	\$0.00	\$60,773.43	45.75%	\$95,358.83	\$96,620.00	\$51,011.15	\$0.00	\$45,608.85	52.80%
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	\$9,235.00	\$5,695.42	\$0.00	\$3,539.58	61.67%	\$4,594.60	\$6,910.00	\$3,258.29	\$0.00	\$3,651.71	47.15%
01-201-22-196-001	CODE ENFORCEMENT - SALARY & WAGE	\$43,742.00	\$23,693.61	\$0.00	\$20,048.39	54.17%	\$42,885.00	\$42,885.00	\$22,552.77	\$0.00	\$20,332.23	52.59%
01-201-22-196-020	CODE ENFORCEMENT - OTHER EXPENSE	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	\$192.57	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
01-201-23-210-020	INSURANCE - LIABILITY	\$104,094.00	\$47,226.50	\$43,853.50	\$13,004.00	87.51%	\$88,278.17	\$102,085.00	\$45,314.66	\$0.00	\$56,770.34	44.39%
01-201-23-215-020	WORKERS COMPENSATION	\$82,546.00	\$41,273.00	\$41,273.00	\$0.00	\$78,846.09	\$78,847.00	\$39,423.05	\$0.00	\$39,423.05	\$0.00	50.00%
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	\$383,704.00	\$281,976.58	\$20,184.04	\$81,543.38	78.75%	\$367,923.09	\$435,848.00	\$245,501.17	\$25,676.38	\$164,670.45	62.22%
01-201-23-225-020	INSURANCE - UNEMPLOYMENT COMPENSATION	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%	\$1,841,207.00	\$1,779,181.00	\$963,318.52	\$0.00	\$10,000.00	0.00%
01-201-25-240-001	POLICE DEPT - SALARY & WAGE	\$1,834,759.00	\$958,691.02	\$0.00	\$876,067.98	52.25%	\$1,841,207.00	\$1,779,181.00	\$963,318.52	\$0.00	\$815,862.48	54.14%
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	\$130,735.00	\$34,716.50	\$23,990.33	\$71,528.17	45.08%	\$135,856.00	\$127,200.00	\$40,386.09	\$17,888.20	\$68,925.71	45.81%
01-201-25-241-020	TRAFFIC & SAFETY COMM. - OE	\$1,600.00	\$484.99	\$980.00	\$135.01	91.56%	\$545.30	\$1,600.00	\$0.00	\$0.00	\$1,600.00	0.00%
01-201-25-250-020	INTERLOCAL SERVICES: IJC DISPATCH - OE	\$106,790.00	\$53,194.85	\$53,194.84	\$400.31	99.63%	\$106,389.68	\$106,400.00	\$53,194.84	\$53,194.85	\$10,311	99.99%
01-201-25-251-020	INTERLOCAL SERVICES: DENVILLE COURT - OE	\$56,855.00	\$28,427.50	\$28,427.50	\$0.00	\$55,742.00	\$55,742.00	\$27,871.00	\$0.00	\$0.00	\$27,871.00	50.00%
01-201-25-252-001	EMERGENCY MGMT - SALARY & WAGE	\$8,000.00	\$4,229.13	\$0.00	\$3,770.87	52.86%	\$8,000.00	\$8,000.00	\$4,333.27	\$0.00	\$3,666.73	54.17%
01-201-25-252-020	EMERGENCY MGMT - OTHER EXPENSE	\$4,100.00	\$76.00	\$181.42	\$3,842.58	6.28%	\$2,507.53	\$4,100.00	\$0.00	\$0.00	\$4,100.00	0.00%
01-201-25-255-001	FIRE DEPT - SALARY & WAGE	\$7,650.00	\$4,062.50	\$0.00	\$3,587.50	53.10%	\$7,500.00	\$7,500.00	\$4,062.54	\$0.00	\$3,437.46	42.77%
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	\$31,500.00	\$4,576.17	\$1,001.19	\$25,922.64	17.71%	\$26,291.60	\$31,750.00	\$7,232.50	\$6,348.52	\$18,168.98	42.77%
01-201-25-260-020	VOL AMBULANCE SQUAD CONTRIB	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$0.00	100.00%
01-201-25-266-001	FIRE DEPT - SAFETY - SALARY & WAGE	\$15,006.00	\$8,128.28	\$0.00	\$6,877.72	54.17%	\$14,800.00	\$14,800.00	\$7,854.21	\$0.00	\$6,945.79	53.07%
01-201-25-266-020	FIRE DEPT - SAFETY - OTHER EXP	\$1,500.00	\$1,145.00	\$156.50	\$198.50	78.99%	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$500.00	50.00%
01-201-26-290-001	STREETS & ROADS - SALARY/WAGE	\$158,186.00	\$201,976.03	\$0.00	\$156,209.97	56.39%	\$369,308.62	\$357,851.00	\$196,192.47	\$0.00	\$161,658.53	54.83%
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	\$249,650.00	\$100,570.41	\$42,307.92	\$106,771.67	57.23%	\$278,323.70	\$378,000.00	\$130,555.87	\$54,629.25	\$192,814.88	48.99%

Borough of Mountain Lakes Budget Comparison  
Current Fund - Expenditure Budgets

Account Number	Description	Activity to 6/30/2019					Activity to 6/30/2018					%
		Budget	Activity	Encumbered	Balance	% Expended	Total Expended in 2018/2019	Budget	Activity	Encumbered	Balance	
01-201-26-300-020	SHADE TREE COMMISSION - O/E	\$91,520.00	\$633.14	\$5,125.00	\$85,761.86	6.29%	\$44,391.84	\$120.00	\$495.00	\$44,035.00	1.38%	
01-201-26-305-001	SOLID WASTE - SALARY & WAGES	\$7,244.00	\$3,625.17	\$0.00	\$3,618.83	50.04%	\$7,101.98	\$5,734.88	\$0.00	\$3,367.12	52.59%	
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	\$621,500.00	\$195,458.92	\$291,435.29	\$134,605.79	78.34%	\$600,252.67	\$233,990.99	\$278,532.88	\$88,926.13	85.21%	
01-201-26-306-020	RECYCLING TAX	\$4,700.00	\$0.00	\$0.00	\$4,700.00	0.00%	\$3,903.84	\$4,200.00	\$0.00	\$3,559.38	15.25%	
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	\$22,100.00	\$4,544.13	\$4,525.00	\$13,030.87	41.04%	\$15,244.43	\$3,986.55	\$2,576.11	\$15,537.34	29.70%	
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	\$50,900.00	\$13,839.53	\$13,287.23	\$23,373.24	53.72%	\$55,566.05	\$48,000.00	\$0.00	\$18,992.59	54.17%	
01-201-27-330-001	BOARD OF HEALTH - SALARY/WAGE	\$5,000.00	\$2,708.29	\$0.00	\$2,291.71	54.17%	\$4,999.96	\$17,743.35	\$11,264.06	\$0.00	99.70%	
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	\$25,678.00	\$12,839.00	\$12,839.00	\$0.00	100.00%	\$25,424.00	\$12,712.00	\$12,712.00	\$76.00	99.70%	
01-201-27-335-020	ENVIRONMENTAL COMM. - OTHER EXPENSE	\$8,710.00	\$228.76	\$0.00	\$8,481.24	2.63%	\$5,357.01	\$1,200.00	\$2,500.00	\$1,760.00	97.77%	
01-201-27-337-020	WOODLAND COMMITTEE - OTHER EXPENSE	\$900.00	\$266.16	\$0.00	\$633.84	29.57%	\$592.86	\$750.00	\$69.00	\$681.00	9.20%	
01-201-27-340-020	DOG REGULATION - OTHER EXPENSE	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%	\$650.05	\$2,200.00	\$404.00	\$1,796.00	0.00%	
01-201-27-360-020	CONTRIB TO SENIOR CITIZENS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$92.93	\$0.00	\$0.00	\$1,000.00	0.00%	
01-201-28-370-001	RECREATION DEPT. - SALARY/WAGE	\$89,650.00	\$37,218.75	\$0.00	\$52,431.25	41.52%	\$79,972.72	\$31,002.62	\$0.00	\$57,495.38	35.03%	
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	\$34,800.00	\$20,992.04	\$2,059.42	\$11,748.54	66.24%	\$28,326.64	\$37,550.00	\$18,448.96	\$8,013.20	78.65%	
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	\$148,740.00	\$31,615.36	\$44,413.30	\$72,711.34	51.12%	\$117,717.63	\$132,070.00	\$40,387.66	\$52,053.12	60.59%	
01-201-29-390-020	AID TO PUBLIC LIBRARY	\$274,292.00	\$160,003.70	\$114,288.30	\$0.00	100.00%	\$262,999.95	\$153,416.65	\$109,583.35	\$0.00	100.00%	
01-201-30-415-010	ACCUMULATED LEAVE COMPENSATION - S&W	\$10,000.00	\$10,000.00	\$0.00	\$0.00	100.00%	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	0.00%	
01-201-30-420-020	CELEBRATION OF PUBLIC EVENTS - O/E	\$7,500.00	\$6,859.02	\$0.00	\$640.98	91.45%	\$1,706.34	\$2,500.00	\$171.66	\$843.66	66.25%	
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	\$52,500.00	\$14,145.75	\$7.53	\$38,346.72	26.96%	\$44,787.44	\$2,500.00	\$2,915.75	\$30,533.75	41.84%	
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	\$47,000.00	\$10,026.41	\$0.00	\$36,973.59	21.33%	\$44,742.71	\$10,298.64	\$0.00	\$34,701.36	22.89%	
01-201-31-437-020	NATURAL GAS	\$25,000.00	\$13,899.09	\$0.00	\$11,100.91	55.60%	\$24,746.96	\$25,000.00	\$54.99	\$11,626.82	53.49%	
01-201-31-440-020	TELECOMMUNICATIONS	\$22,500.00	\$11,915.97	\$8,303.26	\$2,280.77	89.86%	\$21,973.25	\$22,500.00	\$0.00	\$10,010.15	55.51%	
01-201-31-447-020	PETROLEUM PRODUCTS	\$37,500.00	\$22,220.39	\$10,568.07	\$4,611.54	87.70%	\$31,254.30	\$18,550.30	\$9,838.99	\$9,110.71	75.70%	
01-201-31-456-010	RESERVE FOR SALARY ADJUSTMENT	\$15,500.00	\$0.00	\$0.00	\$15,500.00	0.00%	\$0.00	\$15,500.00	\$0.00	\$15,500.00	0.00%	
01-201-36-471-020	PERS	\$152,598.00	\$150,410.52	\$652.41	\$1,535.07	98.99%	\$107,647.59	\$106,163.46	\$0.00	\$0.00	100.00%	
01-201-36-472-020	SOCIAL SECURITY (O.A.S.I.)	\$111,443.00	\$60,047.92	\$0.00	\$51,395.08	53.88%	\$115,229.39	\$58,713.55	\$0.00	\$51,718.45	53.17%	
01-201-36-475-000	PFRS - CONTRIBUTION	\$417,067.00	\$416,617.00	\$151.46	\$298.54	99.93%	\$373,314.32	\$372,968.00	\$0.00	\$0.00	100.00%	
01-201-36-476-020	LENGTH OF SVS AWARDS (LOSAP)	\$22,500.00	\$0.00	\$0.00	\$22,500.00	0.00%	\$20,700.00	\$22,500.00	\$0.00	\$22,500.00	0.00%	
01-201-41-700-000	DCRP - EMPLOYER	\$5,500.00	\$2,585.42	\$0.00	\$2,914.58	47.01%	\$5,827.18	\$1,506.26	\$0.00	\$6,658.74	0.00%	
01-201-44-901-020	GRANT EXPENDITURES	\$22,998.86	\$22,998.86	\$0.00	\$0.00	100.00%	\$49,158.27	\$49,158.27	\$0.00	\$0.00	100.00%	
01-201-45-920-020	CAPITAL IMPROVEMENT FUND	\$148,198.00	\$148,198.00	\$0.00	\$0.00	100.00%	\$38,865.00	\$0.00	\$0.00	\$38,865.00	0.00%	
01-201-45-920-020	PAYMENT OF BOND PRINCIPAL	\$1,020,000.00	\$200,000.00	\$0.00	\$820,000.00	19.61%	\$1,015,000.00	\$195,000.00	\$0.00	\$820,000.00	19.21%	
01-201-45-925-020	PAYMENT OF BAN PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
01-201-45-930-020	INTEREST ON BONDS	\$228,425.00	\$114,962.50	\$0.00	\$113,462.50	50.33%	\$262,058.34	\$129,762.50	\$0.00	\$131,362.50	49.69%	
01-201-45-935-020	INTEREST ON NOTES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	
01-201-46-880-020	DEFERRED CHARGES	\$20,887.00	\$20,887.00	\$0.00	\$0.00	100.00%	\$86,510.00	\$86,510.00	\$0.00	\$86,510.00	0.00%	
01-201-50-899-020	RESERVE FOR UNCOLLECTED TAXES	\$1,455,361.00	\$0.00	\$0.00	\$1,455,361.00	0.00%	\$1,412,153.35	\$0.00	\$0.00	\$1,412,153.35	0.00%	
TOTALS		\$9,570,967.86	\$3,936,866.52	\$826,383.55	\$4,807,717.79	49.77%	\$9,138,252.69	\$3,665,474.21	\$689,091.34	\$5,010,486.07	46.50%	

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

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**TO:** Mitchell Stern, Borough Manager

**SUBJECT:** Second Quarter 2019 Water Budget Report  
Second Quarter 2019 Sewer Budget Report

**DATE:** August 13, 2019

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Attached are the second quarter budget reports for the water operating and sewer operating budgets:

**Water Operating:**

- The total Water Operating budget for 2019 is \$864,788.00, of that amount \$755,446.00 is from water usage fees. Two quarters' revenue of the water usage fees would be \$377,723.00 as of June 30, 2019 we've received \$245,238.71. Our receipts for the second quarter were \$120,078.17. The Borough's biggest collections for water usage fees are in the third and fourth quarters because of the yard usage that is billed.
- The expenditures paid or charged as of 6/30/19 are approximately 44.88% of the total budget. The entire pension bill for the year has been paid.

**Sewer Operating:**

- The total Sewer Operating budget is \$900,178.00, of that amount \$873,178.00 is from sewer usage fees. Two quarters' revenue from the sewer operating fees would be \$436,589.00. As of June 30, 2019, we've received \$407,231.47. Our receipts for the second quarter were \$199,906.50.
- The expenditures paid or charged as of 6/30/19 are 66.21% of the total budget. They are in excess of 50% of the budget because there are a number of blanket purchase orders currently encumbered and the entire pension bill has been paid for 2019.

  
Monica Goscicki  
Chief Financial Officer

Borough of Mountain Lakes

Water Operating - Revenue Budgets

Account Number	Description	Activity to 6/30/2019			Total Realized in 2018	Activity to 6/30/2018			
		Budget	Activity	Balance		% Received	Budget	Activity	Balance
05-192-08-501-000	ANTICIPATED SURPLUS	\$109,342.00	\$0.00	\$109,342.00	\$93,324.00	\$93,324.00	\$93,324.00	0.00%	
05-192-17-000-000	WATER OPERATING REVENUES	\$755,446.00	\$245,238.71	\$510,207.29	\$742,765.26	\$734,000.00	\$241,277.71	\$492,722.29	32.87%
05-192-17-100-000	WRNA - INTEREST EARNED	\$0.00	\$732.90	-\$732.90	\$1,269.09	\$0.00	\$601.01	-\$601.01	
TOTALS		\$864,788.00	\$245,971.61	\$618,816.39	\$837,358.35	\$827,324.00	\$241,878.72	\$585,445.28	29.24%

Water Operating - Expenditure Budgets

Account Number	Description	Activity to 6/30/2019			% Expended	Activity to 6/30/2018			% Expended		
		Budget	Activity	Encumbered		Balance	Total Expended in 2018/2019	Budget		Activity	Encumbered
05-201-55-510-001	Water Operating - Salary & Wages	\$424,373.00	\$220,227.53	\$0.00	\$204,145.47	\$400,743.23	\$429,862.00	\$206,120.14	\$0.00	\$223,741.86	47.95%
05-201-55-520-520	Water Operating - Other Expenses	\$372,227.00	\$84,327.27	\$47,019.81	\$240,879.92	\$263,185.27	\$319,793.00	\$107,521.80	\$26,026.26	\$186,244.94	41.76%
05-201-55-527-000	Water - Capital Outlay	\$15,000.00	\$0.00	\$0.00	\$15,000.00	\$14,405.54	\$15,000.00	\$14,405.54	\$0.00	\$594.46	0.00%
05-201-55-531-000	Water - Social Security	\$32,465.00	\$16,139.65	\$0.00	\$16,325.35	\$29,640.04	\$30,971.00	\$15,290.72	\$0.00	\$15,680.28	49.37%
05-201-55-532-000	Water - P.E.R.S.	\$20,723.00	\$20,426.12	\$0.00	\$296.88	\$14,417.00	\$14,417.00	\$14,417.00	\$0.00	\$0.00	100.00%
05-201-55-534-000	Water - Emergency					\$17,281.00	\$17,281.00	\$0.00	\$0.00	\$17,281.00	0.00%
TOTALS		\$864,788.00	\$341,120.57	\$47,019.81	\$476,647.62	\$739,672.08	\$827,324.00	\$357,755.20	\$26,026.26	\$443,542.54	46.39%

The water emergency budgeted for 2018 is to raise the \$17,280.67 amount expended in 2017.

Borough of Mountain Lakes

Sewer Operating - Revenue Budgets

Activity to 6/30/2019

Account Number	Description	Activity to 6/30/2019			Activity to 6/30/2018				
		Budget	Activity	Balance	% Received	Total Realized in 2018	Budget	Activity	Balance
07-192-08-501-000	ANTICIPATED SURPLUS	\$0.00	\$0.00	\$0.00		\$34,507.00	\$0.00	\$34,507.00	0.00%
07-192-17-000-000	SEWER OPERATING REVENUES	\$873,178.00	\$399,950.83	\$473,227.17	45.80%	\$851,934.62	\$443,138.65	\$419,861.35	51.35%
07-192-17-001-000	SEWER - MISCELLANEOUS FEES	\$27,000.00	\$7,280.64	\$19,719.36	26.97%	\$27,667.14	\$13,338.38	\$6,661.62	66.69%
07-192-17-003-000	SEWER REVENUE - CURRENT DEFICIT FUNDING	\$0.00	\$0.00			\$65,623.00	\$0.00	\$65,623.00	
TOTALS		\$900,178.00	\$407,231.47	\$492,946.53	45.24%	\$979,731.76	\$456,477.03	\$526,652.97	46.43%

Sewer Operating - Expenditure Budgets

Activity to 6/30/2019

Account Number	Description	Activity to 6/30/2019			Activity to 6/30/2018							
		Budget	Activity	Encumbered	Balance	% Expended	Total Expended in 2018/2019	Budget	Activity	Encumbered	Balance	% Expended
07-201-55-510-001	Sewer Operating - Salary & Wages	\$247,394.00	\$130,323.13	\$0.00	\$117,070.87	52.68%	\$220,360.96	\$249,973.00	\$110,044.27	\$0.00	\$139,928.73	44.02%
07-201-55-520-520	Sewer Operating - Other Expenses	\$608,787.00	\$219,507.98	\$221,725.04	\$167,553.98	72.48%	\$566,115.90	\$581,423.00	\$225,427.34	\$205,704.32	\$150,291.34	74.15%
07-201-55-527-000	Sewer Operating - Capital Outlay	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
07-201-55-531-000	Sewer Operating - Social Security	\$18,926.00	\$9,563.52	\$0.00	\$9,362.48	50.53%	\$15,771.23	\$18,741.00	\$8,188.13	\$0.00	\$10,552.87	43.69%
07-201-55-532-000	Sewer Operating - P. E. R. S.	\$15,071.00	\$14,855.36	\$0.00	\$215.64	98.57%	\$10,485.19	\$10,485.00	\$10,485.19	\$0.00	\$0.19	100.00%
07-201-55-533-001	Sewer Operating - Deferred Charges	\$0.00	\$0.00	\$0.00	\$0.00		\$112,508.00	\$112,508.00	\$0.00	\$0.00	\$112,508.00	
TOTALS		\$900,178.00	\$374,249.99	\$221,725.04	\$304,202.97	66.21%	\$925,241.28	\$983,130.00	\$354,144.93	\$205,704.32	\$423,280.75	56.95%

Borough of Mountain Lakes  
 Water and Sewer - Billing and Revenue  
 Second Quarter 2019

	April	May	June
<b>Water:</b>			
Beginning Balance	\$8,105.08	\$98,029.56	\$35,318.08
Adjustments (+/-)			
Billed - Including Adjustments	\$115,549.91	\$2,191.50	\$4,329.90
Receipts - Including Adjustments	-\$25,625.43	-\$64,902.98	-\$29,945.81
Ending Balance	\$98,029.56	\$35,318.08	\$9,702.17
<b>Sewer:</b>			
Beginning Balance	\$29,366.49	\$197,736.96	\$80,873.97
Adjustments (+/-)			
Billed - Including Adjustments	\$205,104.73	\$102.73	\$4,349.64
Receipts - Including Adjustments	-\$36,734.26	-\$116,965.72	-\$45,983.07
Ending Balance	\$197,736.96	\$80,873.97	\$39,240.54

**Water and Sewer Billing by Quarter 2012-2019**  
In Gallons

	1Q		2Q		3Q		4Q		Total		Total Water Res & Comm
	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	
<b>2012</b>											
Residential	24,327,303.04	24,423,827.04	27,326,681.88	26,720,475.04	34,394,308.80	31,264,929.52	26,317,988.16	23,624,846.60	112,966,281.88	106,034,078.20	112,966,281.88
Yard	-	-	10,237,779.08	-	21,028,485.36	-	1,523,466.04	-	32,789,730.48	-	32,789,730.48
Commercial	3,476,109.80	3,753,274.80	4,400,476.88	3,670,254.32	8,447,819.32	5,060,474.52	4,452,112.88	3,723,491.20	20,776,518.88	16,207,494.84	20,776,518.88
	28,403,412.84	28,177,101.84	41,964,957.84	30,390,729.36	63,870,613.48	36,325,404.04	32,293,567.08	27,348,337.80	166,532,531.24	122,244,573.04	133,742,800.76
<b>2013</b>											
Residential	23,935,314.12	23,685,518.92	28,201,059.32	26,465,732.04	27,753,454.56	27,001,854.76	25,545,581.48	25,090,318.64	105,535,409.48	102,244,424.36	105,535,409.48
Yard	63,996.56	-	11,531,301.00	-	15,092,515.64	-	144,900.24	-	26,771,713.44	-	26,771,713.44
Commercial	2,962,869.68	3,094,069.68	3,206,565.00	5,090,365.08	22,629,530.00	20,117,161.12	3,673,481.96	3,967,981.96	32,472,446.64	32,269,577.84	32,472,446.64
	26,961,180.36	26,780,588.60	42,938,925.32	31,556,097.12	65,415,500.20	47,119,015.88	29,463,963.68	29,058,300.60	164,779,589.56	134,514,002.20	138,007,856.12
<b>2014</b>											
Residential	25,980,397.32	24,885,773.72	23,574,126.28	23,060,619.60	29,409,547.12	28,250,088.52	24,491,385.04	24,121,539.60	103,455,455.76	100,318,021.44	103,455,455.76
Yard	86,827.84	-	10,554,092.84	-	18,132,628.72	-	156,067.68	-	28,929,617.08	-	28,929,617.08
Commercial	3,456,493.96	3,617,343.96	1,949,776.00	3,445,730.20	4,214,470.00	4,198,476.88	2,319,416.00	3,874,224.80	11,940,155.96	15,135,775.84	11,940,155.96
	29,523,719.12	28,503,117.68	36,077,995.12	26,506,349.80	51,756,645.84	32,448,565.40	26,966,868.72	27,995,764.40	144,325,228.80	115,457,797.28	115,396,611.72
<b>2015</b>											
Residential	26,103,722.04	25,212,817.04	27,215,618.72	26,066,436.28	31,359,052.64	29,632,529.00	29,374,097.04	28,844,291.68	114,052,490.44	109,746,074.00	114,052,490.44
Yard	15,596.04	-	13,772,653.24	-	20,890,566.40	-	266,534.84	-	34,945,350.52	-	34,945,350.52
Commercial	3,700,402.04	3,862,147.04	4,061,678.84	2,626,488.12	6,871,637.44	4,717,580.00	3,437,850.28	3,615,369.68	18,071,568.60	14,821,584.84	18,071,568.60
	29,819,720.12	29,074,964.08	45,049,950.80	28,692,924.40	59,121,256.48	34,340,109.00	33,078,482.16	32,459,661.36	167,069,409.56	124,567,658.84	132,124,059.04
<b>2016</b>											
Residential	17,993,622.04	18,346,543.28	29,706,092.56	28,687,308.08	32,663,837.32	31,481,829.24	29,951,436.80	24,309,167.04	104,314,988.72	102,824,847.64	104,314,988.72
Yard	29,381.44	-	19,739,595.16	-	22,902,957.24	-	572,504.24	-	43,244,438.08	-	43,244,438.08
Commercial	2,196,989.00	2,263,151.00	4,798,475.44	4,108,352.36	6,218,734.84	4,271,294.80	2,759,778.44	2,946,819.44	15,973,977.72	13,590,617.60	15,973,977.72
	20,219,992.48	20,609,694.28	54,244,163.16	32,796,660.44	61,785,529.40	35,753,124.04	27,283,719.48	27,255,986.48	163,533,404.52	116,415,465.24	120,286,966.44
<b>2017</b>											
Residential	22,830,865.00	22,888,733.84	25,549,138.96	24,771,044.08	25,109,834.20	24,246,142.36	21,901,129.88	22,293,119.52	95,390,968.04	94,199,039.80	95,390,968.04
Yard	155,968.52	-	13,855,956.68	-	16,339,274.68	-	178,372.04	-	30,529,571.92	-	30,529,571.92
Commercial	3,139,238.04	3,363,538.04	3,609,992.88	3,265,013.28	3,604,578.64	3,185,025.80	3,130,120.96	3,315,706.04	13,483,930.52	13,125,283.16	13,483,930.52
	26,126,071.56	26,252,271.88	43,015,088.52	28,034,057.36	45,063,687.52	27,429,168.16	25,209,622.88	25,608,825.56	139,404,470.48	107,324,322.96	108,874,898.56
<b>2018</b>											
Residential	22,446,514.44	23,300,720.20	21,776,923.76	21,640,726.32	27,307,292.16	26,872,337.56	20,798,653.72	21,224,128.40	92,329,384.08	93,037,912.48	92,329,384.08
Yard	33,709.00	-	12,321,982.44	-	17,198,510.32	-	19,100.00	-	29,573,301.76	-	29,573,301.76
Commercial	3,226,183.48	3,147,937.00	5,651,948.24	3,187,636.00	5,885,141.04	4,933,749.80	3,068,505.36	3,229,948.36	17,831,778.12	14,499,271.16	17,831,778.12
	25,706,406.92	26,448,657.20	39,750,854.44	24,828,362.32	50,390,943.52	31,806,087.36	23,886,259.08	24,454,076.76	139,734,463.96	107,537,183.64	110,161,162.20
<b>2019</b>											
Residential	20,962,108.84	20,860,361.96	22,743,753.68	22,384,406.92	22,743,753.68	22,384,406.92	22,743,753.68	22,384,406.92	86,950,631.40	43,244,768.88	43,705,862.52
Yard	9,717,477.60	-	9,717,477.60	-	9,717,477.60	-	9,717,477.60	-	9,717,477.60	-	9,717,477.60
Commercial	3,184,787.68	3,271,117.96	5,734,355.40	4,905,987.76	5,734,355.40	4,905,987.76	5,734,355.40	4,905,987.76	8,917,143.08	8,177,115.72	8,917,143.08
	24,146,896.52	24,131,479.92	38,193,586.68	27,290,404.68	38,193,586.68	27,290,404.68	38,193,586.68	27,290,404.68	62,340,483.20	51,421,884.60	52,623,005.60

Note:

1st Quarter use is January-March current year

2nd Quarter use is April-June current year

3rd Quarter use is July-September current year

4th Quarter use is October-December current year



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

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**TO:** Mitchell Stern, Borough Manager

**SUBJECT:** Trust Balances

**DATE:** August 13, 2019

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Below are the balances in the Reserve for Tax Appeals and the Various Trust Accounts:

The Storm Recovery Trust Account balance as of 1/1/19 was \$131,401.18. On 2/8/2019 the Borough received \$30,021.91 from FEMA for the storm dated 3/6/18-3/7/18 for emergency protective means. On 5/16/19 the Borough received \$57,366.95 from FEMA for the storm dated 3/6/18-3/7/18 for debris removal. The balance in the Reserve account is \$218,790.04. The balance in the 2018 current reserve budget for storm emergency is \$40,475.57. Before year end the finance committee will evaluate whether or not to move these funds into the trust account.

The Accumulated Absences Trust balance is \$50,000.00. Our actual liability as shown in the User Friendly Budget at 12/31/2018 is \$76,367.37.

The Liability Insurance Trust balance is \$50,000, which is at the targeted amount.

The Reserve for Tax Appeals on the Current Fund trial balance was \$442,858.17 as of 1/1/19, of this amount \$432,858.17 is earmarked for the future payments on the Fairfield Industries tax appeal. The second payment to Fairfield Industries in the amount of \$216,429.09 was paid. There was \$100,000.00 transferred into the reserve from the 2019 current fund budget. During the first quarter of 2019, \$74,126.00 has been paid out of the reserve for settled tax appeals. The remaining available balance is \$35,874.00.

  
Monica Goscicki  
Chief Financial Officer

Borough of Mountain Lakes  
2019 Reserve Accounts

	Balance 12/31/2018	1st Qtr 2019		2nd Qtr 2019		3rd Qtr 2019		4th Qtr 2019		Balance
		Increases	Decreases	Increases	Decreases	Increases	Decreases	Increases	Decreases	
Reserve for Tax Appeals	\$442,858.17 **		\$74,126.00	\$100,000.00	\$216,429.09 ***					\$252,303.08
Reserve for Storm Recovery	\$131,401.18	\$30,021.91		\$57,366.95						\$218,790.04
Reserve for Accum. Absences	\$40,000.00			\$10,000.00						\$50,000.00
Reserve for Liability Insurance	\$50,000.00									\$50,000.00
Capital Improvement Fund	\$73,944.91			\$148,198.00	\$148,198.00					\$73,944.91
Premium on Bonds	\$96,339.90 *				\$5,000.00					\$91,339.90

\* Premium on Bonds is part of the General Capital Fund Balance. The balance as of 12/31/2018 is the premium from the 2017 bond sale.

\*\* \$432,858.17 of the Reserve for Tax Appeals balance at 12/31/18 is for the settled tax appeal for Fairfield Industries.

\*\*\* Decrease in Reserve for Tax Appeals is the second payment to Fairfield Industries.

Borough of Mountain Lakes

Fund Number	Capital and Trust Accounts		Cash Balance 6/30/2019
4	General Capital		\$ 1,074,284.43
	Subaccounts - Part of the cash balance		
	Capital Improvement Fund Balance	73,944.91	
	Premium on Bonds - Part of Fund Balance	91,339.90	
6	Water Capital		\$ 13,905.49
8	Sewer Capital		\$ 39,678.78
12	Payroll Agency		\$ 146,775.41
13	Animal Control		\$ 4,336.98
14	Unemployment		\$ 14,767.66
17	Developer's Escrow		\$ 69,681.76
18	Other Trust		\$ 427,708.13
	Subaccounts:		
	Reserve for Municipal Alliance	9,174.76	
	Reserve for Parking Offenses Adj. Act	210.69	
	Fire Marshall Trust	4,532.55	
	Tax Sale Premiums	70,100.00	
	Police - Special Funds	500.00	
	Spruce Edge Parks/Walkways	24,404.44	
	Video Systems for Police Cars	775.00	
	Reserve for Accumulated Absences	50,000.00	
	Reserve for Storm Recovery	218,790.04	
	Reserve for Liability Insurance	50,000.00	
19	Police Outside Services		\$ 112,747.99
20	COAH		\$ 10,568.64
23	Police Forfeiture of Assets		\$ 9,833.87
26	Flexible Spending		\$ 3,930.46
32	Shade Tree		\$ 4,436.39
33	Recreation		\$ 289,716.45
	Subaccounts:		
	Historic Preservation Comm.	27,845.25	
	Mountain Lakes Centennial Comm.	15,997.97	
	Various Recreation Programs	245,873.23	
49	Net Payroll		27.90

# Capital Ordinances General Capital

Activity to 6/30/2019

\* ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)

Account Number	Description	Budget	Activity	Encumbered	Balance
<b>04-215-55-975-000</b>	<b>BOND ORDINANCE #06-11: VAR CAP IMPROVE</b>				
04-215-55-975-001	ADMINISTRATION EQUIPMENT: FUNDED	750.00	4,392.00	-	(4,392.00)
04-215-55-975-002	ADMINISTRATION EQUIPMENT: UNFUNDED	14,250.00	750.00	-	-
04-215-55-975-003	FIRE DEPT EQUIPMENT: FUNDED	1,250.00	14,250.00	-	-
04-215-55-975-004	FIRE DEPT EQUIPMENT: UNFUNDED	23,750.00	1,250.00	-	-
04-215-55-975-005	POLICE DEPT EQUIPMENT: FUNDED	1,750.00	23,750.00	-	-
04-215-55-975-006	POLICE DEPT EQUIPMENT: UNFUNDED	33,250.00	1,750.00	-	-
04-215-55-975-007	DPW EQUIPMENT: FUNDED	675.00	33,250.00	-	-
04-215-55-975-008	DPW EQUIPMENT: UNFUNDED	12,825.00	675.00	-	-
04-215-55-975-009	INFRASTRUCTURE REPAIR/MAINT: FUNDED	216,500.00	12,825.00	-	-
04-215-55-975-010	INFRASTRUCTURE REPAIR/MAINT: UNFUNDED	313,500.00	215,420.00	-	1,080.00
04-215-55-975-011	BLDGS & GROUNDS REPAIR/MAINT: FUNDED	87,999.59	313,500.00	-	-
04-215-55-975-012	BLDGS & GROUNDS REPAIR/MAINT: UNFUNDED	82,000.00	84,687.59	-	3,312.00
04-215-55-975-013	WATER/SEWER UTIL EQUIPMENT: FUNDED	2,450.00	82,000.00	-	-
04-215-55-975-014	WATER/SEWER UTIL EQUIPMENT: UNFUNDED	46,550.00	2,450.00	-	-
04-215-55-975-015	LAKES MANAGEMENT: FUNDED	1,750.00	46,550.00	-	-
04-215-55-975-016	LAKES MANAGEMENT: UNFUNDED	33,250.00	1,750.00	-	-
		<b>872,499.59</b>	<b>872,499.59</b>	-	-
<b>04-215-55-976-000</b>	<b>2012 Bond Ordinance 17-12</b>				
04-215-55-976-010	Facility Improvements	202,000.00	94,582.22	-	107,417.78
04-215-55-976-011	Borough Computer	15,000.00	15,000.00	-	-
04-215-55-976-012	Road Resurfacing	285,000.00	285,000.00	-	-
04-215-55-976-013	Reconstruction of Curbs & Sidewalks	110,000.00	110,000.00	-	-
04-215-55-976-014	Stormwater Drainage System	65,000.00	65,000.00	-	-
04-215-55-976-015	Water Supply - Well #4, hydrants, shed	141,000.00	141,000.00	-	-
04-215-55-976-016	Equipment Purchases	93,425.00	93,425.00	-	-
		<b>911,425.00</b>	<b>804,007.22</b>	-	<b>107,417.78</b>

# Capital Ordinances General Capital Activity to 6/30/2019

\* ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)

Account Number	Description	Budget	Activity	Encumbered	Balance
<b>04-215-55-978-000</b>	<b>2014 CAPITAL PROGRAM</b>				
04-215-55-978-001	ACQUISITION OF VARIOUS EQUIPMENT	80,100.00	80,100.00	-	-
04-215-55-978-002	IMPROVEMENT OF MUNICIPAL FACILITIES	251,000.00	251,000.00	-	-
04-215-55-978-003	ACQUISITION OF COMPUTER EQUIPMENT	4,000.00	4,000.00	-	-
04-215-55-978-004	VARIOUS ROAD IMPROVEMENTS	406,300.00	406,300.00	-	-
04-215-55-978-005	CONST & RECONST OF CURBS & SIDEWALKS	100,000.00	100,000.00	-	-
04-215-55-978-006	IMPROVEMENT OF STORM WATER DRAINAGE SYS	65,000.00	64,339.82	-	660.18
04-215-55-978-007	IMPROV OF WATER SUPPLY & DISTRIBUTION	30,000.00	29,907.80	-	92.20
		<b>936,400.00</b>	<b>935,647.62</b>		<b>752.38</b>
<b>04-215-55-982-000</b>	<b>2016 CAPITAL ORDINANCE 06-16</b>				
04-215-55-982-001	Police - Recording System	3,500.00	3,500.00	-	-
04-215-55-982-002	Police - Pole Cameras	18,500.00	18,500.00	-	-
04-215-55-982-003	Fire - General Equipment	25,000.00	25,000.00	-	-
04-215-55-982-004	Public Works - Street Signs	18,000.00	18,000.00	-	-
04-215-55-982-005	CERT/Police - Radios	5,000.00	5,000.00	-	-
04-215-55-982-006	Public Works - Road Paving	270,000.00	227,813.85	-	42,186.15
04-215-55-982-007	Public Works - Road Paving State Aid	160,000.00	160,000.00	-	-
04-215-55-982-008	Public Works - Curbs & Sidewalks	50,000.00	50,000.00	-	-
04-215-55-982-009	Public Works - Storm Drain System	38,000.00	20,021.94	-	17,978.06
04-215-55-982-010	Water Utility - Insertion Valve	23,000.00	23,000.00	-	-
04-215-55-982-011	Water Utility - Hydrant Replacement	12,000.00	12,000.00	-	-
04-215-55-982-012	Public Works - Jet Vac	16,000.00	16,000.00	-	-
04-215-55-982-013	Bldgs & Grds - Borough Hall Roof	35,000.00	35,000.00	-	-
04-215-55-982-014	Bldgs & Grds - Railroad Station Steps	55,000.00	23,550.75	-	31,449.25
04-215-55-982-015	Bldgs & Grds - Esplanade Steps	12,000.00	12,000.00	-	-
04-215-55-982-016	Recreation - Midvale Boat Dock	15,000.00	15,000.00	-	-
04-215-55-982-017	Public Works - Blvd Traf. Light Generato	6,000.00	6,000.00	-	-
04-215-55-982-018	Recreation - Midvale Park Improvements	26,000.00	19,689.02	845.98	5,465.00
04-215-55-982-019	Manager - Annual Computer Upgrades	17,100.00	8,096.02	-	9,003.98
04-215-55-982-020	Manager - Server Upgrade - ECM	45,000.00	30,700.45	-	14,299.55
04-215-55-982-021	Police - Scheduling Software	3,300.00	3,300.00	-	-
04-215-55-982-022	Recreation - Island Beach Improv.	641,350.00	180.68	-	641,169.32
04-215-55-982-023	Recreation - Birchwood Lake Improv.	716,250.00	246,400.00	68,599.59	401,250.41

# Capital Ordinances General Capital Activity to 6/30/2019

\* ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)

Account Number	Description	Budget	Activity	Encumbered	Balance
04-215-55-982-024	Sec.20 - Architect & Eng. Beach Projects	165,400.00	161,025.75	163.30	4,210.95
04-215-55-982-025	Public Works - HD Pick-up	52,000.00	46,464.64	-	5,535.36
		<b>2,428,400.00</b>	<b>1,186,243.10</b>	<b>69,608.87</b>	<b>1,172,548.03</b>
<b>2017 CAPITAL ORDINANCE 05-17</b>					
04-215-55-983-000	Police - Dash Cam System	57,300.00	48,161.27	-	-
04-215-55-983-002	Fire - Personal Protective Gear (6 sets)	7,488.00	7,488.00	-	9,138.73
04-215-55-983-003	Fire - Pagers (2)	900.00	900.00	-	-
04-215-55-983-004	Fire - Positive Pressure Fan	4,900.00	-	-	4,900.00
04-215-55-983-005	Public Works-Street Sign Replacement	18,000.00	16,283.94	74.00	1,642.06
04-215-55-983-006	Public Works - Pollard Rd. Paving	50,000.00	50,000.00	-	-
04-215-55-983-007	Public Works - Road Milling @Gas Co Proj	25,000.00	-	-	25,000.00
04-215-55-983-008	Public Works - Pollard Rd. Water Main	375,000.00	375,000.00	-	-
04-215-55-983-009	Bldg & Grds-Eng & Design Sunset Lake Dam	99,000.00	33,641.78	-	65,358.22
04-215-55-983-010	Public Works - Aeration System-Birchwood	20,000.00	20,000.00	-	-
04-215-55-983-011	Public Works-Pick up Truck Replacement-2	43,000.00	43,000.00	-	-
04-215-55-983-012	Fire - Jaws of Life & Telescopic Ram	11,712.00	11,712.00	-	-
		<b>712,300.00</b>	<b>606,186.99</b>	<b>74.00</b>	<b>106,039.01</b>
<b>2018 CAPITAL ORDINANCE 4-18</b>					
04-215-55-984-000	Police Weapon Replacement	10,000.00	-	-	-
04-215-55-984-001	Fire Personal Protective Gear	9,600.00	9,600.00	9,737.05	262.95
04-215-55-984-002	Fire Pager Replacement	900.00	900.00	-	-
04-215-55-984-003	Fire Other Equipment	4,900.00	4,451.73	-	448.27
04-215-55-984-004	Public Works Repair Concrete Pad - Recyc	40,000.00	-	28,800.00	11,200.00
04-215-55-984-005	Public Works Drainage Projects	19,400.00	5,867.68	-	13,532.32
04-215-55-984-006	Pub Wks Rd Repav Pocono, Cres. & Gro	575,000.00	518,913.39	18,737.75	37,348.86
04-215-55-984-007	Public Works Curbs and Sidewalks	141,000.00	141,000.00	-	-
04-215-55-984-008	Water System Fire Hydrant Replace.	25,000.00	23,824.22	-	1,175.78
04-215-55-984-009	Water System Entry Door - Well #3	3,500.00	3,328.00	-	172.00
04-215-55-984-010	Water System Chlorine Injection Well #2	5,000.00	5,000.00	-	-
04-215-55-984-011	Water System Mag Meters Well #2,3,4	20,000.00	19,710.00	-	290.00

# Capital Ordinances General Capital

Activity to 6/30/2019

\* ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)

Account Number	Description	Budget	Activity	Encumbered	Balance
04-215-55-984-013	Manager Borough Hall Architect	50,000.00	9,670.00	3,630.00	36,700.00
04-215-55-984-014	Public Works Engine Replac. 2006 Pick up	3,000.00	3,000.00	-	-
04-215-55-984-015	Public Works Replace 1997 Utility Truck	49,000.00	45,735.30	-	3,264.70
04-215-55-984-016	Public Works Replace 1997 Toro Tractor	43,000.00	43,925.00	-	(925.00)
04-215-55-984-017	Public Works Replace 2006 Code/Bldg Veh	35,000.00	35,000.00	-	-
04-215-55-984-018	Police On Board Computers	30,000.00	27,600.47	-	2,399.53
04-215-55-984-019	Manager Lightning Detection System	20,000.00	-	-	20,000.00
04-215-55-984-020	Public Works Repair Fence - Recycling	17,900.00	-	-	17,900.00
04-215-55-984-021	Park Maintenance Cove Park Improvements	16,500.00	-	-	16,500.00
04-215-55-984-022	Park Maintenance Playground Safety Imp.	9,500.00	-	-	9,500.00
04-215-55-984-023	Finance Section 20 Costs	50,000.00	13,198.48	834.47	35,967.05
<b>2019 CAPITAL ORDINANCE 2-19</b>		<b>1,178,200.00</b>	<b>910,724.27</b>	<b>61,739.27</b>	<b>205,736.46</b>
04-215-55-985-000					
04-215-55-985-001	POLICE LIVESCAN FINGERPRINT STATION	35,000.00	-	-	-
04-215-55-985-002	POLICE ELEC. SIGNBOARD/SPEED TRAILER	15,385.00	-	34,868.00	132.00
04-215-55-985-003	FIRE PERSONAL PROTECTIVE EQUIPMENT	28,800.00	-	15,385.00	-
04-215-55-985-004	FIRE OTHER EQUIPMENT	4,900.00	-	4,413.00	24,387.00
04-215-55-985-005	PUBLIC WORKS VEHICLE LIFT	72,250.00	-	-	4,900.00
04-215-55-985-006	PUBLIC WORKS RD REPAVING POCONO,MIDVALE	428,966.00	-	-	72,250.00
04-215-55-985-007	PUBLIC WORKS CURBS AND SIDEWALKS	141,000.00	22,199.26	281,813.85	124,952.89
04-215-55-985-008	MANAGER SUNSET LAKE DAM	2,100,000.00	7,939.25	-	133,060.75
04-215-55-985-009	PUBLIC WORKS DUMP TRUCK	195,000.00	-	-	2,100,000.00
04-215-55-985-010	PUB WORKS ASBESTOS ABATEMENT DPW FAC.	34,500.00	-	194,471.00	529.00
04-215-55-985-011	PARKS TENNIS COURT SURFACE REPAIRS	14,000.00	-	-	34,500.00
04-215-55-985-012	PARKS TENNIS COURT FENCE	21,000.00	-	-	14,000.00
04-215-55-985-013	PARKS MIDVALE PARK AED INSTALL	6,500.00	-	-	21,000.00
04-215-55-985-014	ENGINEERING - SECTION 20 COSTS	5,000.00	988.77	-	6,500.00
04-215-55-985-015	FINANCE - SECTION 20 COSTS	83,655.00	-	-	4,011.23
		<b>3,185,956.00</b>	<b>31,127.28</b>	<b>530,950.85</b>	<b>2,623,877.87</b>

# Capital Ordinances General Capital

Activity to 6/30/2019

\*ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)

Account Number	Description	Budget	Activity	Encumbered	Balance
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TOTALS		10,225,180.59	5,346,436.07	662,372.99	4,216,371.53
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# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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

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

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

The following represents the Manager's report for the Borough Council meeting of September 9, 2019.

**Beach Project – Island Beach** – After a lengthy review, we are ready to move forward with the Island Beach portion of the Beach Project. I have prepared a PowerPoint presentation for the upcoming Borough Council meeting (September 9<sup>th</sup>) to discuss the current status and next steps of the project. Attached is a draft copy of the presentation.

**Sunset Lake Dam Information Session Date Change** – At the request of the project engineer, we will be postponing the public information session until late October. Once we have a confirmed date, we will begin advertising the meeting.

**Water and Sewer Utility Rate Review** – Annually, the Borough CFO and I review revenues and expenses for our water and sewer utilities to determine whether revenues are adequate to meet expenses. Our analysis reveals the need to increase water rates three percent. The analysis of the sewer utility reveals that at this time, a rate increase is not necessary. Our analysis was discussed, and the data reviewed by, the Borough's Finance Advisory Committee. The committee agrees with the rate increase recommendation. Attached, please find copy of the supporting documentation used in the analysis. The necessary ordinance to increase the water rate will be on the agenda for the September 23<sup>rd</sup> Borough Council meeting.

Please reach out with questions or concerns.

**Mitchell**



**BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

# Beach Facility Rehabilitation Project

## Phase II

## Island Beach

September 9, 2019



Bloomfield Avenue

Mountain Lakes, New Jersey



Street View - Oct 2013



Google





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ROOF PEAK  
+ (13'-0") AFF

ASPHALT SHINGLE ROOF  
ALUM. GUTTER AND  
DOWNSPOUT

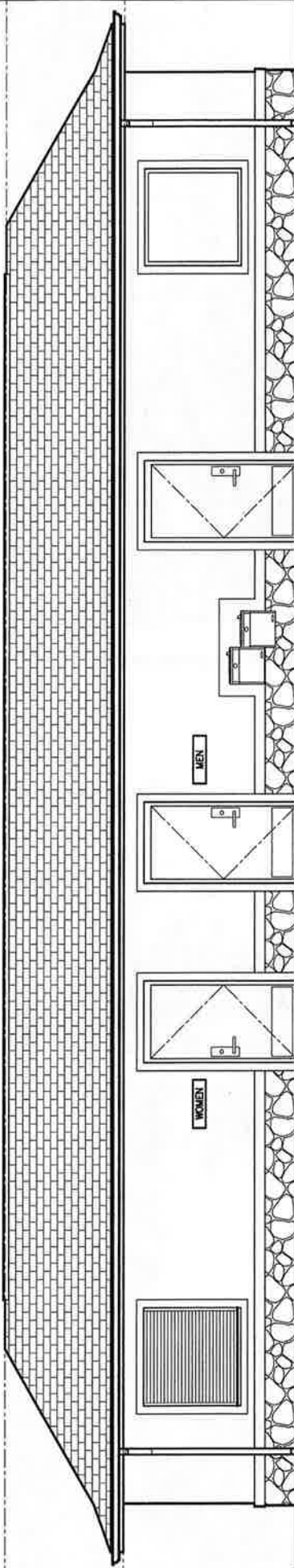
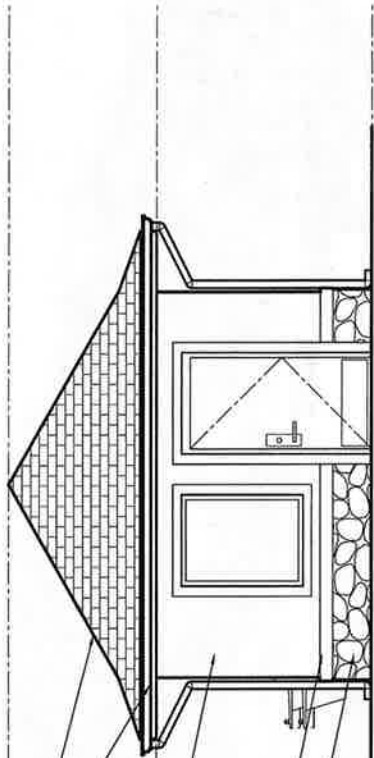
F.L.O. ROOF  
+ (8'-4") AFF

3-COAT STUCCO OVER  
METAL LATH

STUCCO ACCENT BAND  
STONE FACING OVER  
2-COAT STUCCO

FIRST FLOOR  
+ (0'-0") AFF

EAST ELEVATION



SOUTH ELEVATION



SCALE 1/4"=1'-0"

PROPOSED ELEVATIONS

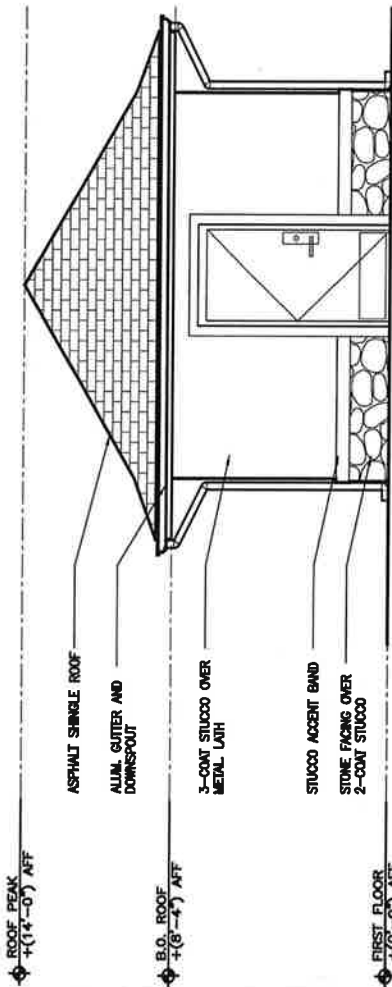
arcari +  
iovino  
ARCHITECTS PC

MOUNTAIN LAKES COMFORT BUILDING

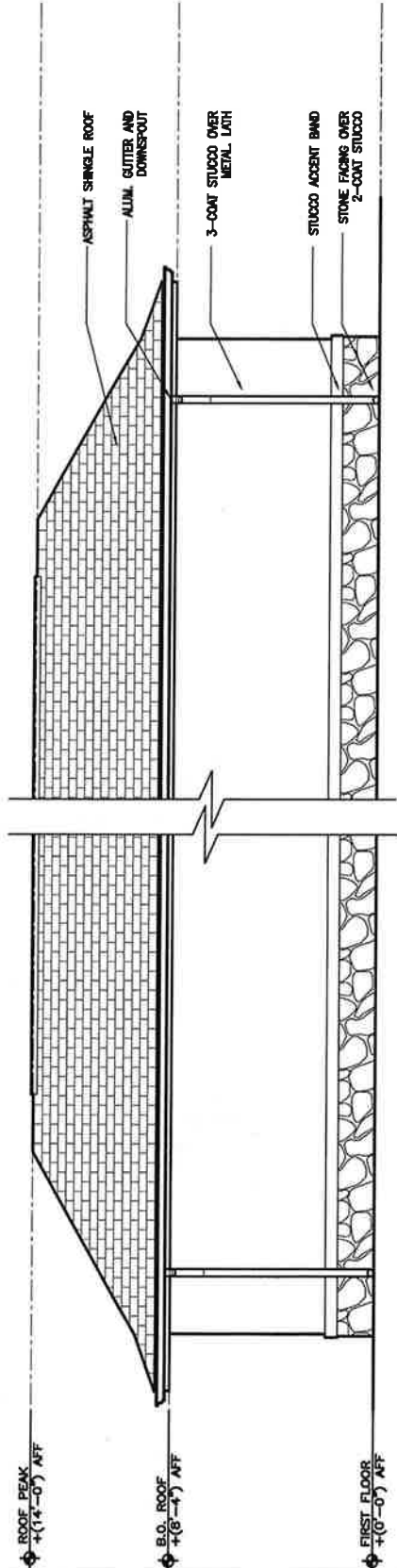
August 28th 2019

BOROUGH OF MOUNTAIN LAKES  
400 BOULEVARD MOUNTAIN LAKES, NJ 07046

©2019 Arcari & Jovino Architects PC



WEST ELEVATION



NORTH ELEVATION



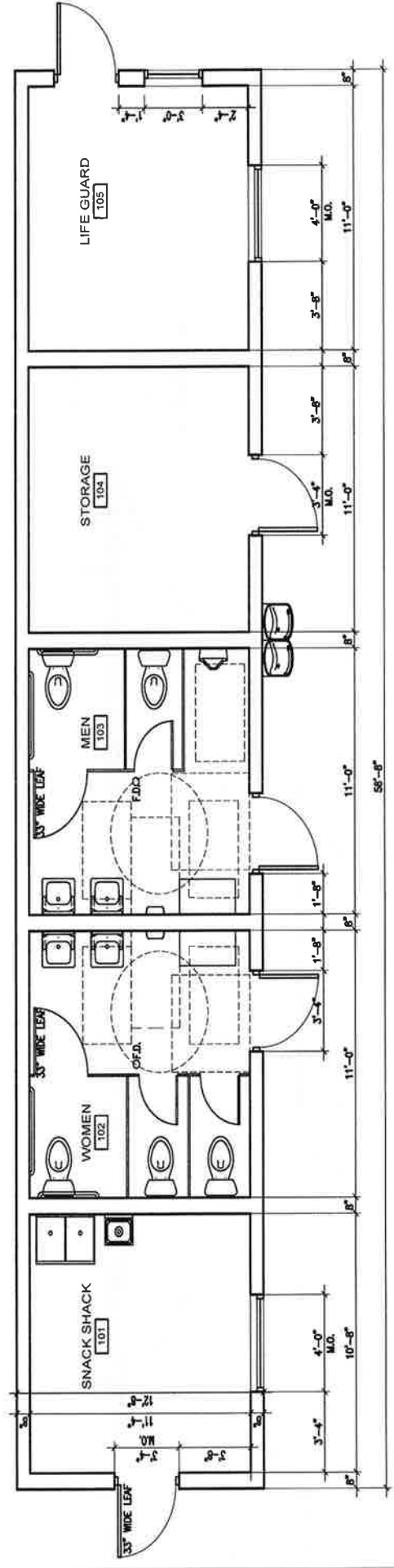
PROPOSED ELEVATIONS

arcari +  
jovino  
ARCHITECTS PC

**MOUNTAIN LAKES COMFORT BUILDING**  
August 28th 2019

BOROUGH OF MOUNTAIN LAKES  
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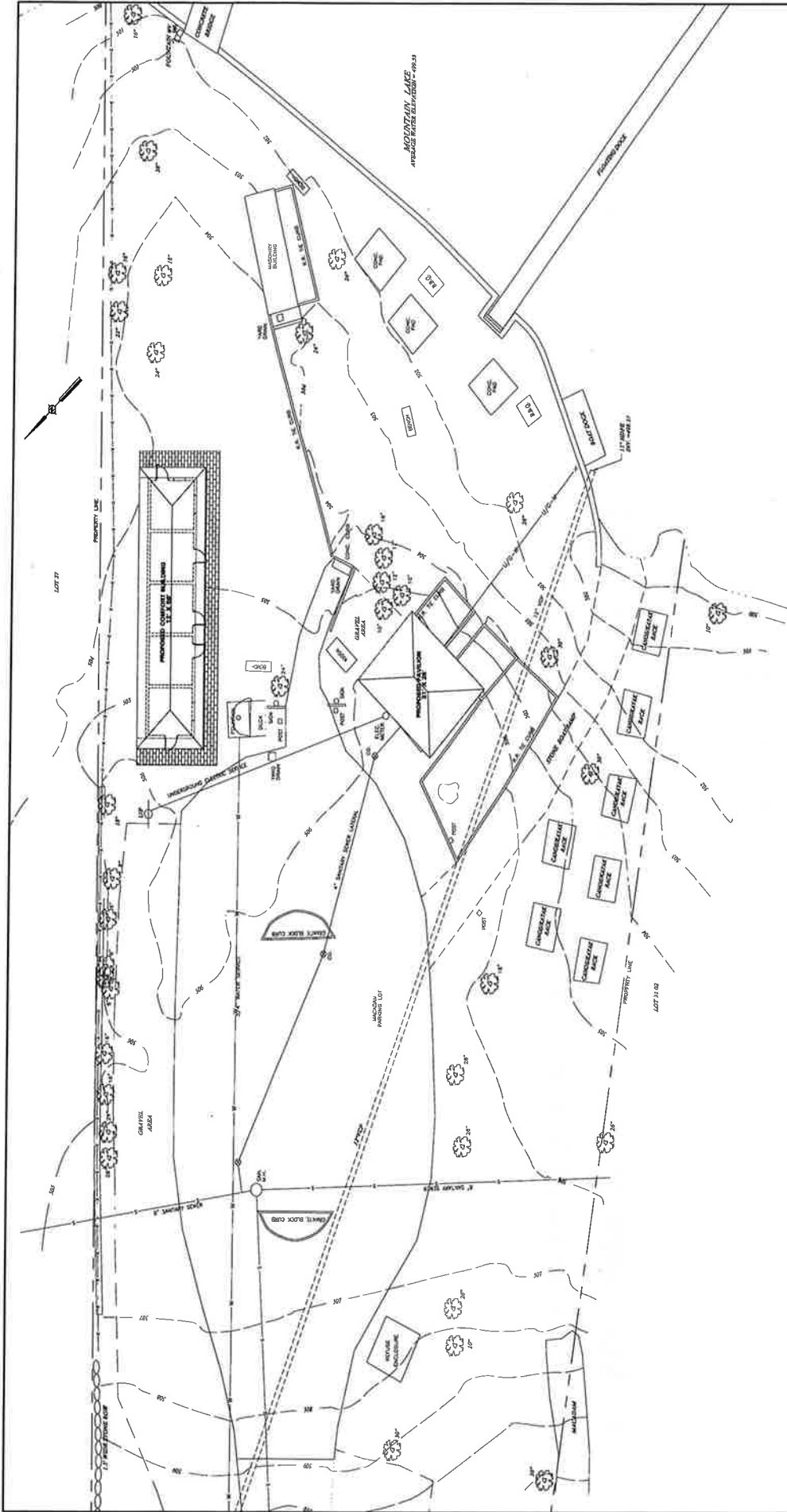


PROPOSED GROUND FLOOR PLAN

arcari + iovino  
ARCHITECTS P.C.

**MOUNTAIN LAKES COMFORT BUILDING**  
August 28th 2019

BOROUGH OF MOUNTAIN LAKES  
400 BOULEVARD MOUNTAIN LAKES, NJ 07046



SCALE: 1" = 10'

# ISLAND BEACH IMPROVEMENT PROJECT CONCEPT SITE PLAN

Borough of Mountain Lakes, Morris County, New Jersey

ANDERSON & BERRY, INC.  
CONSULTING ENGINEERS, INC.  
819 HIGHLAND AVE. EAST RANDOLPH, N.J. 07038  
WILLIAM D. RYDEN  
PROFESSIONAL ENGINEER N.J. LIC. NO. 14234  
DATE: 08/20/11 SHEET NO. SP-1

AD

DATE: 08/20/11

## **Next Steps**

- ✓ **Work with project architect, Borough Engineer and DPW to onboard temporary employees and order necessary material.**



**Cost Estimates**

(for main structure and pavilion only)

**Previous Public Bid - \$800,000**

**In-House (using temporary labor) - \$400,000**

## Project Timeline

### Public Bidding

Bid Documents Ready	September 18 <sup>th</sup>
Bid # 1 Begins	September 19 <sup>th</sup>
Bid # 1 Opening	October 10 <sup>th</sup>
Bid # 2 Begins	October 17 <sup>th</sup>
Bid # 2 Opening	November 7 <sup>th</sup>
Bid Award (Borough Council meeting)	November 13 <sup>th</sup>
Construction Start Date (latest)	January 1 2020
Project Completion	May 1, 2020

### Build Using In-House Resources

Construction Start Date	October 15 <sup>th</sup>
Project Completion	May 1, 2020

## **Pro's and Con's of Contracting Methods**

### **Public Bid**

- Turn-Key
- Longer process (shovel in the ground as late as January 1, 2020)
- Higher Cost

### **In-House Project**

- Shorter Process (shovel in the ground as soon as October 15, 2019)
- Tighter control of project
- More flexibility to make changes to the project if something needs to be added or deleted
- Lower Cost

## **Next Steps**

- ✓ **Work with project architect and Borough Engineer to formalize project plans and documents.**
- ✓ **Review plans with other interested stakeholders (police, fire, shade tree, etc.).**
- ✓ **Set date for Planning Board courtesy review.**
- ✓ **Onboard temporary employees and order necessary material.**

	2015 Budget	2016 Budget	2017 Budget	2018 Budget	2019 Budget	Proposed 2020 Budget	Proposed 2021 Budget
	Appropriated	Appropriated	Appropriated	Appropriated	Appropriated	Appropriated	Appropriated
	Realized	Realized	Realized	Realized	Realized	Realized	Realized
	or Expended	or Expended	or Expended	or Expended	or Expended	or Expended	or Expended
Water Operating							
Revenues:							
Operating Surplus	\$68,000.00	\$70,000.00	\$60,000.00	\$93,324.00	\$109,342.00	\$86,886.67	\$94,616.85
Rents	\$717,000.00	\$724,275.00	\$740,000.00	\$701,000.00	\$701,000.00	\$716,000.00	\$732,000.00
Rate Increase in Future Years	\$30,000.00	\$13,236.00	\$12,954.00	\$13,000.00	\$15,000.00	\$21,480.00	\$15,000.00
Miscellaneous	\$815,000.00	\$875,347.65	\$811,954.00	\$817,334.00	\$864,788.00	\$849,386.67	\$867,996.85
Total Revenues	\$1,620,000.00	\$1,582,852.65	\$1,624,908.00	\$1,628,686.00	\$1,690,134.00	\$1,672,653.34	\$1,712,613.70
Appropriations:							
Salaries & Wages	\$347,000.00	\$369,068.00	\$409,208.00	\$429,861.00	\$424,373.00	\$432,860.46	\$441,517.67
Other Expenses	\$397,000.00	\$362,607.00	\$345,770.00	\$319,793.00	\$372,063.00	\$346,011.54	\$352,931.77
O/E water Main Breaks - Emergency			\$125,000.00	\$17,980.67	\$0.00	\$0.00	\$0.00
Capital Outlay	\$15,000.00	\$17,600.00	\$15,000.00	\$15,000.00	\$0.00	\$15,000.00	\$0.00
Public Emp. Retire. Sys.	\$31,000.00	\$30,000.00	\$19,397.00	\$14,417.00	\$20,723.00	\$22,380.84	\$24,171.31
Social Security	\$25,000.00	\$28,234.00	\$25,973.00	\$30,972.00	\$32,455.00	\$33,113.83	\$33,776.10
Total Appropriations	\$815,000.00	\$875,512.00	\$811,954.00	\$817,334.00	\$864,788.00	\$849,386.67	\$867,996.85
							\$796,746.81
Fund Balance:							
Beginning Balance 1/1	\$68,799.32	\$140,419.06	\$228,127.25	\$187,519.11	\$225,947.86	\$188,159.86	\$155,793.19
-Appropriated in budget	-\$68,000.00	-\$70,000.00	-\$60,000.00	-\$93,324.00	-\$109,342.00	-\$86,886.67	-\$94,616.85
+ Excess Revenue	\$60,247.65	\$132,504.08	-\$17,473.63	\$10,034.35	-\$14,446.00	-\$11,480.00	-\$780.00
-Reserv for Rec. for Insurance Refund			-\$21,200.00	\$0.00	\$0.00	\$0.00	\$0.00
Adjust for Overpayment Balance at VE			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
+Cancel. Of Prior Year Accts. Pay.	\$0.00	\$2,752.70	\$58,065.49	\$92,166.42	\$87,000.00	\$65,000.00	\$60,000.00
-Unexpended Balance Approp. Res.	\$140,419.06	\$228,127.25	\$187,519.11	\$225,947.86	\$189,159.86	\$155,793.19	\$120,396.35
Ending Balance 12/31							
Consumption in Gallons							
Residential	114,052,490.44	104,314,988.72	95,390,968.04	92,329,384.08	92,329,384.08	92,329,384.08	92,329,384.08
Yard	34,945,350.52	43,244,438.08	30,229,571.92	29,573,301.76	29,573,301.76	29,573,301.76	29,573,301.76
Commercial	18,071,588.60	15,973,977.72	13,483,930.52	17,811,778.12	17,811,778.12	17,811,778.12	17,811,778.12
TOTALS	148,997,849.56	147,559,426.80	135,920,539.56	139,734,463.96	139,734,463.96	139,734,463.96	139,734,463.96
Billings from Water and Sewer Billing and Revenue Quarterly Reports							
							\$759,669.46

\* Note: Developer's Agreement with Sunrise Development, Inc. states that upon permit application 50% of the connection fee will be paid. If this happens in 2019 the amount would add an additional \$60,000 to miscellaneous revenue.

Sewer Operating	2015 Budget		2016 Budget		2017 Budget		2018 Budget		2019 Budget		Proposed 2020 Budget		Proposed 2021 Budget	
	Appropriated	Realized or Expended	Appropriated	Realized or Expended	Appropriated	Realized or Expended	Appropriated	Realized or Expended	Appropriated	Realized or Expended	Appropriated	Realized or Expended	Appropriated	Realized or Expended
Revenues:														
Surplus Anticipated	\$37,000.00	\$37,000.00	\$80,000.00	\$80,000.00	\$35,000.00	\$34,507.00	\$34,507.00	\$0.00	\$0.00	\$0.00	\$16,159.95	\$16,159.95	\$25,575.57	\$18,753.57
Sewer User Charges	\$649,000.00	\$701,750.90	\$700,038.00	\$715,006.15	\$680,000.00	\$658,260.00	\$658,260.00	\$761,081.00	\$761,081.00	\$873,178.00	\$856,000.00	\$873,178.00	\$856,000.00	\$856,000.00
Sewer User Charges - Rate Increase 2017					\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Sewer User Charges - Rate Increase 2018								\$112,097.00	\$86,000.00					
Rate Increase in Future Years														
Deficit due from Current														
Total Revenues	\$726,000.00	\$779,750.90	\$780,038.00	\$800,006.15	\$715,000.00	\$701,750.90	\$701,750.90	\$883,130.00	\$847,081.00	\$899,337.95	\$892,159.95	\$900,000.00	\$918,753.57	\$904,153.57
Appropriations:														
Salaries & Wages	\$206,000.00	\$168,635.55	\$226,094.00	\$230,803.68	\$241,980.00	\$239,279.61	\$249,974.00	\$245,000.00	\$247,394.00	\$230,000.00	\$237,000.00	\$257,388.72	\$262,000.00	\$262,000.00
Other Expenses	\$514,000.00	\$511,969.80	\$578,630.00	\$518,305.37	\$575,700.00	\$492,098.15	\$581,433.00	\$575,000.00	\$608,787.00	\$585,000.00	\$611,415.24	\$595,000.00	\$614,095.80	\$609,000.00
Capital Outlay	\$10,000.00	\$10,000.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00	\$2,000.00
Public Emp. Retire. Sys.	\$12,000.00	\$11,862.15	\$12,000.00	\$12,000.00	\$9,743.00	\$9,743.00	\$10,485.00	\$10,485.00	\$15,071.00	\$10,694.70	\$16,276.68	\$10,908.59	\$17,578.81	\$11,267.77
Social Security	\$14,000.00	\$12,900.62	\$17,294.00	\$17,656.48	\$17,746.00	\$18,304.89	\$18,740.00	\$18,742.50	\$18,936.00	\$17,595.00	\$19,304.15	\$19,660.50	\$19,690.24	\$20,043.00
Deficits in Operations Prior Years														
Total Appropriations	\$756,000.00	\$715,368.12	\$850,018.00	\$778,765.53	\$855,169.00	\$759,426.65	\$883,130.00	\$861,735.50	\$900,178.00	\$845,289.70	\$909,337.95	\$884,569.00	\$918,753.57	\$904,153.57
Fund Balance:														
Beginning Balance 1/1	\$37,465.51		\$81,924.94		\$78,241.65		\$43,241.65		\$8,734.65		\$163,725.65		\$159,387.70	
+ Appropriated in budget	\$37,000.00		\$80,000.00		\$35,000.00		\$34,507.00		\$0.00		\$16,159.95		\$25,575.57	
+ Excess Revenue	\$55,709.32		\$34,639.74		see below		\$21,340.00		\$33,097.00		\$17,178.00		\$24,000.00	
+ Unexpended Balance Approp. Res.	\$25,750.11		\$41,676.97		see below		\$40,000.00		\$187,088.00		\$30,000.00		\$34,000.00	
Ending Balance 12/31	\$81,924.94		\$78,241.65		\$43,241.65		\$37,394.65		\$162,725.65		\$159,387.70		\$133,812.13	
Deficit in Revenue current year														
+ Unexpended Balance Approp. Res.														
Deficit in Revenue to be Raised in Succeeding Year														
Consumption in Gallons:														
Residential	109,746,074.00		102,824,847.64		94,199,039.80		93,037,912.48		93,037,912.48		14,499,271.16		14,499,271.16	
Commercial	14,821,584.84		13,590,617.60		13,125,283.16		14,499,271.16		107,537,183.64					
TOTALS	124,567,658.84		116,415,465.24		107,324,322.96		107,537,183.64		\$660,623.24		\$383,210.38			
Billings														

\*Charged out by journal entry

\* Note: Developer's Agreement with Sunrise Development, Inc. states that upon permit application 50% of the connection fee will be paid. If this happens in 2019 the amount would add an additional \$100,000 to miscellaneous revenue.

**BOROUGH OF MOUNTAIN LAKES  
COUNTY OF MORRIS**

**RESOLUTION 127-19**

**RESOLUTION AUTHORIZING THE EXECUTION OF A DEVELOPER'S  
AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES  
AND SUNRISE DEVELOPMENT, INC.**

**WHEREAS**, Sunrise Development, Inc. is the developer of land identified on a certain site plan known as Block 118.04, Lot 2.01, located at 1 Old Bloomfield Avenue; and

**WHEREAS**, the developer was granted approval by the Borough of Mountain Lakes Planning Board pursuant to Resolution dated April 25, 2019; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that the appropriate municipal officials are hereby authorized to execute a Developer's Agreement between the Borough of Mountain Lakes and Sunrise Development, Inc. in the form attached hereto.

Council Member	By:	2 <sup>nd</sup>	Yes	No	Abstain	Absent
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						
Barnett						

I, Marcy Gianattasio, RMC, Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, in the State of New Jersey, certify this to be a true copy of the Resolution adopted at the regularly scheduled session of the Borough Council held on, September 9, 2019.

\_\_\_\_\_  
 Marcy Gianattasio, Borough Clerk



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

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **Borough of Mountain Lakes**, a municipal corporation of the State of New Jersey, with its governmental offices located at 400 Boulevard, Mountain Lakes, New Jersey (hereinafter referred to as the "Borough"); and Sunrise Development, Inc. with offices at 7902 West Park Drive, Mclean, Virginia 22102 (hereinafter referred to as the "Developer");

**WITNESSETH:**

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

Block 118.04, Lot 2.01, located at 1 Old Bloomfield Avenue in the OL2 (office light industrial zone) and subject to the R-AH3 Zone (residential affordable housing) overlay zone; and

**WHEREAS**, the Developer was granted approval by a duly constituted approving authority of the Borough to construct in accordance with the plans, which approval is memorialized in the Resolution of Approval of the Borough of Mountain Lakes Planning Board (the "approving authority") granting preliminary and final major site plan approval pursuant to Application #18-268 which Resolution was adopted by the approving authority at their meeting of April 25, 2019 and as annexed hereto as Exhibit A; and

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

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

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

**I  
IMPROVEMENTS**

1. **Improvements to be Completed by Developer.** The Developer shall, at its sole cost and expense, construct and install all of the improvements: (1) shown on the site plan required as part of the approval of the development application, which plans are referenced as prepared by Maser Consulting, PA, dated October 31, 2018, last revised July 22, 2019; (2) made necessary during the course of construction (collectively, the "Project"); (3) shown on the cost estimate for site improvements dated July 18, 2019, a copy of which is attached as Exhibit B which covers statutorily bondable improvements only; (4) as required by the approving authority Resolution of Approval, Exhibit A; (5) as agreed pursuant to the testimony of the applicant during the course of the hearings before the approving authority; and (6) and as noted in the Borough Engineer's Reports and any other Agency Reports issued as part of the underlying approvals, as

more particularly referred to in Exhibit A, as well as the minutes of the meetings of the approving authority with respect to the underlying application, it being specifically understood and agreed that all such agency reports are specifically incorporated herein by reference as if the same were fully set forth at length herein.

The Developer shall not commence any construction until the site plans are signed and all necessary permits have been approved by Borough and unless the premises have been made safe for the public by the installation of such fences, barricades, dust, soil erosion and mud abatement devices, and construction lighting required by the manual on Uniform Traffic Control Devices or as may be necessary in the reasonable discretion of the Borough Engineer or Municipal Inspectors in order to prevent the possibility of personal injury, property damage or nuisance. If the Developer fails to maintain such devices after commencement of such construction, the Construction Official or Borough Engineer may suspend work after written notice of any deficiencies are provided to the Developer and after fifteen (15) business days have elapsed without a response. Thereafter the Borough may cause necessary protective devices to be installed at the Developer's expense. The Borough may at any time cause temporary safety devices to be installed upon reasonable notice to the Developer.

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

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

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

3. **Drainage Facilities.** Storm and surface waters shall be piped to drainage facilities in accordance with the drainage system shown on the approved plan and said installation shall meet the reasonable approval of the Borough Engineer.
4. **Fire Prevention Facilities and Hydrants.** Fire prevention facilities and hydrants shall be installed at the Developer's expense as set forth on the approved plan and, with such installation subject to the approval of the fire subcode official.
5. **Signage.** Unless heretofore approved as part of the development application, no signs shall be placed upon the construction site without the reasonable approval by the agency having jurisdiction.
6. **Blasting.** All blasting shall be performed only as necessary and in compliance with all regulatory requirements.
7. **Underground Installation of Utilities.** Unless otherwise set forth on the approved plan, all permanent utilities shall be installed underground.
8. **Grading, Surfacing and Paving.** Before grading of any roadway, driveway or parking area, the site shall be cleared of all debris, branches, matted leaves, mud and any other materials that would be regarded as unsuitable under sound construction practices. All roadways, parking areas and driveways shall be constructed in accordance with specific approval by the Borough Engineer.
9. **Snow Removal.** Intentionally deleted as this project will not involve the dedication of public roadways to the Borough.
10. **Monuments.** Developer agrees to install Surveyor's monuments in compliance with the State of New Jersey Map Filing Law.
11. **Site Lighting.** Developer agrees that lighting will be installed in accordance with the approved site plan on file with the approving authority in connection with the application for this development and shall be operated as provided for in Paragraph 20 of the Resolution of Approval. Prior to the issuance of any certificates of occupancy, all applicable street lights shall be installed and operating.
12. **Duty to Provide Details to Plans.** In the event that the Borough Engineer reasonably requires further details of the approved plan, or of any proposed public or site improvement to be submitted and approved, the Developer shall furnish such details on written notice from the Borough Engineer within ten (10) working days, or such longer time as may be reasonably necessary based on the request from the Borough Engineer.
13. **As-built Drawings.** The Developer shall provide the Borough Engineer with "as-built" drawings, indicating the location and size of all sanitary sewer and storm drainage lines and structures, water lines, gas mains and any other buried utility, including all inverts, top of manholes, top of grates with dates, location and elevation of all retaining wall and grades or curbs, sidewalks, roadways, parking areas and waterways, if required by the Borough ordinance, prior to the release of any portion of the performance bond.

14. **Inspections.** The Borough contemplates inspections of all facilities required to be completed by the Developer hereunder. Prior to commencement of construction there may be required a preconstruction meeting. The Developer shall notify the Borough Engineer at least 24 hours prior to the commencement of construction of any such facilities. In the event of temporary suspension of construction, the Borough Engineer shall be notified 24 hours prior to the renewed starting date of construction. The Borough Engineer shall use his best efforts to have inspections completed in a timely manner so as to permit the Developer to proceed with construction in an orderly, safe, and expeditious manner. No backfilling after the installation of any curbing, drainage, utilities, or other improvements shall be done without the approval of the Borough Engineer.

15. **Inspection Fees.** An escrow amount shall be established to facilitate payment of engineering inspection fees in accordance with N.J.S.A. 40:55D-53.1. This account shall be initially funded to the Borough by the Developer prior to construction in the amount of \$91,298.00. Engineering inspections by the Borough Engineer shall be charged against this account at a rate prescribed by appropriate ordinance. The escrow account shall be replenished by the Developer in accordance with the Municipal Land Use Law which provides for a 25% initial escrow deposit or \$22,824.00. No construction permit or certificate of occupancy shall be issued until such deposit shall be made. In the event there is a portion of any amount unused, it shall be returned to the Developer upon approval of the Borough Council.

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

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

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

- a. Mountain Lakes Borough Council;
- b. Mountain Lakes Borough Planning Consultant;
- c. NJDEP Sanitary Sewer Extension;
- d. Morris County Soil Conservation District;
- e. Mountain Lakes Borough Board of Health;
- f. Mountain Lakes Fire Prevention Bureau;
- g. Mountain Lakes Police Department;
- h. Mountain Lakes Engineer; and i. Morris County Planning Board.

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

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

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

19. **Safety and Stabilization Guarantee.** In accordance with N.J.S.A. 40:55D-53, and if required by Borough Ordinance, the Developer shall post a safety and stabilization guarantee in favor of the Borough.

20. **Performance Guaranty.**

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

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

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

21. **Maintenance Guaranty.** Developer agrees to provide the Borough with a maintenance bond or irrevocable letter of credit to run for a period of two (2) years from the date of completion and official acceptance for all improvements required by this Agreement and those improvements enumerated on Exhibit B. Said bond will be in the amount of fifteen (15%) percent of the costs of the improvements listed on Exhibit B and will be provided in the form satisfactory to the Borough Attorney. Said bond or irrevocable letter of credit shall assure the maintenance of said improvements and facilities by the Developer to keep the same in good working order during the two (2) year period. The Borough shall provide the Developer and the surety with thirty (30) days prior notice declaring Developer in default of the maintenance guaranty and in the event that Developer or surety fails or refuses to perform the necessary corrective work, then the Borough may claim payment under the maintenance guaranty for the cost of the work required. No provisions in this paragraph or in this Agreement, however, shall be construed to impose any duty of liability of maintenance, inspection or repair on the part of the Borough with respect to any private facilities or improvements, whether bonded hereunder or otherwise.

## II AGREEMENT AS TO WATER FACILITIES

22. The Developer shall install, at its sole cost and expense, a certain water distribution system as shown on the approved site plan.

23. A connection fee for water service as required by Borough ordinance shall be due and payable. 50% shall be payable upon issuance of permits and the remaining 50% prior to the issuance of a Certificate of Occupancy. The connection fee shall be based upon an 18,000 GPO water use divided by 300 GPO which is the allocation for each equivalent dwelling unit. This will result in a connection fee of \$120,000.00 based upon the Borough ordinance connection fee of \$2,000.00 per EDU.

## III AGREEMENT AS TO SANITARY SEWER FACILITIES

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

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

26. The sewer connection fee established by Ordinance shall be due and payable. 50% shall be paid upon issuance of permits and the remaining 50% prior to issuance of a Certificate of Occupancy. The connection fee shall be based upon a 12,000 GPO sewer usage divided by 300 GPO which is the allocation for each equivalent dwelling unit. This will result in a connection fee of \$200,000.00 based upon the Borough ordinance connection fee of \$5,000.00 per EDU.

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

thereafter derived therefrom shall belong to the Borough. If any off-site improvements are made to the sanitary sewer system allowing for additional capacity into the system, Developer shall be responsible for only its pro-rata share of the cost of such improvements necessitated by the Project and Developer shall be entitled to reimbursement from any future connections to the sanitary sewer system, force mains, or gravity mains constructed by Developer.

**IV  
AGREEMENT AS TO SOIL MOVEMENT**

28. The Developer shall be permitted to remove soil from the site in accordance with the approved development plans.

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

30. Soil movement activities shall be conducted in conformance with Chapter 160 of the Borough Code.

**V  
AGREEMENT AS TO AFFORDABLE HOUSING SET ASIDE**

31. Developer agrees to provide 12 Medicaid beds credited of affordable housing on site provided that a total of 120 beds are constructed. The units shall be deed restricted as required by the Uniform Housing Affordability Controls N.J.A.C. 5:80-26.1 et seq.

**VI  
GENERAL UTILITY REQUIREMENTS**

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

**VII  
BUILDINGS AND STRUCTURES**

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

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

approve changes in the building plan that do not affect, vary or contradict the site plan or the terms of this Agreement.

35. **Certificate of Occupancy; Breach of Agreement.** No Certificate of Occupancy shall be issued nor shall any security be fully released until (a) all of the improvements herein provided for necessary for the operation and occupancy of the Unit for which a Certificate of Occupancy is to be issued have been certified in writing by the Borough Engineer to have been completed in a good and workmanlike manner and in accordance with the approved plans; (b) "as built" plans have been submitted and approved for the work performed; (c) the sanitary facilities to serve the subject premises have been constructed in accordance with the plan submitted; (d) all material requirements of this Agreement, the approving authority and any other governmental agency have been met; and (e) all taxes have been paid which may be due on the property.

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

## VIII GENERAL PROVISIONS

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

37. **Compliance with Resolutions of Approval.** Developer agrees to make provision for, implement and perform each of the conditions contained in the Resolution of Approval attached as Exhibit A

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

39. **Transfers Not in the Ordinary Course.** It is agreed that any assignment or transfer or sale of the subject property, or any part thereof, shall not operate to relieve the Developer from its obligations hereunder to complete the construction of all the improvements required hereunder and to maintain the same for the two (2) year period of the maintenance bond, unless this Agreement is assigned with the express written consent of the Borough which will not be unreasonably withheld, nor will the same, without such consent, relieve the Developer from performing during said period all the obligations of this Agreement required to be performed during such period.



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

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

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

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

## IX LIMITATION OF MUNICIPAL LIABILITY

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

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

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

**X  
OPERATIONS**

46. **Operations Without Nuisance.** Developer agrees not to commit a public or private nuisance and further agrees to abate any such nuisance within five (5) days of written notice from the Borough. The Developer shall comply with the Borough noise control ordinances, Chapter 160, and any applicable ordinance regulating construction. There shall be no construction on Sundays. Notwithstanding anything to the contrary herein, no provisions of this Agreement shall be deemed a waiver of any rights or powers of the Borough or any agency of the Borough under any statute, ordinance or other law.

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

48. **Preservation of Existing Trees.** Developer shall safeguard and preserve all trees on the site, except such as are located in the area of disturbance and except such trees as may be felled with the approval of the Borough or the approving authority. The specifics of removal and replacement of individual plantings will be determined in the field in consultation between and among the Developer's landscape architect, representatives of the Shade Tree Commission, and the arborist to be retained by the Developer in connection with the project.

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

Comprehensive  
General Liability

Minimum Coverage

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

\$1,000,000.00

Comprehensive  
Automobile Liability

Bodily Injury

Provide \$2,000,000.00 for each occurrence

Property Damage

Provide \$250,000.00 for property damage for each occurrence with no limitation on aggregate.

Umbrella Liability

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

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

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

**XI  
EASEMENTS**

50. **Permanent Easements.** None anticipated.

**XII  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

ATTEST:

**BOROUGH OF MOUNTAIN LAKES**

\_\_\_\_\_  
Marcy Gianattasio, Clerk

By: \_\_\_\_\_  
Lauren Barnet, Mayor

ATTEST:

**SUNRISE DEVELOPMENT, INC.**

\_\_\_\_\_  
, Secretary

By: \_\_\_\_\_  
Jerry Liang, Vice President





# EXHIBIT A

## BOROUGH OF MOUNTAIN LAKES PLANNING BOARD

### RESOLUTION

Application No. 18-268  
1 Old Bloomfield Avenue  
Block 118.04, Lot 2.01  
OL-2 Zone/R-AH3 Overlay Zone

WHEREAS, Sunrise Development, Inc. (“Applicant”) has applied to the Borough of Mountain Lakes Planning Board (the “Board”) for Preliminary and Final Major Site Plan approval with variances to permit the construction and operation of an assisted living facility on the property located at 1 Old Bloomfield Avenue (Block 118.04, Lot 2.01 on the Tax Map), in the Borough of Mountain Lakes (the “Subject Property”); and

WHEREAS, a public hearing was commenced on January 31, 2019, was continued on February 28, 2019, and was concluded on March 28, 2019, during which hearing Applicant’s submissions were reviewed by the Board, testimony was provided by witnesses on behalf of the Applicant, legal argument was advanced by Applicant’s counsel, and the Board’s consultants and members of the public were given an opportunity to comment on the Application; and

WHEREAS, the Board has considered the Applicant’s submissions as well as testimony, reports, exhibits, and other evidence presented by the Applicant and Applicant’s witnesses, the arguments of Applicant’s counsel, the comments from the Board’s consultants, and from members of the public;

NOW THEREFORE BE IT RESOLVED by the Planning Board of the Borough of Mountain Lakes that, based upon the forgoing, the following findings of fact and conclusions of law are made:

1. Applicant is the contract purchaser of the Subject Property, an unimproved 5.87 acre tract located at 1 Old Bloomfield Avenue in the Borough of Mountain Lakes. The Subject Property is located in a portion of the OL-2 (Office Light Industrial) Zone which is subject to the R-AH3 (Residential AH-3) Overlay Zone.

2. The Subject Property is owned by VREP-2.01 Bloomfield LLC, which has consented to the prosecution of this Application.

3. In connection with resolution of litigation to establish the Borough's Affordable Housing obligation, the Subject Property was identified in the Borough's Housing Element and Fair Share Plan ("HEFSP") adopted March 24, 2016, as an area to be rezoned to allow for an inclusionary assisted living facility. This was to be achieved by an overlay zone permitting the use as a conditional use. The enabling ordinance (Ordinance 6-18) established very clear and extensive physical and operational conditions for the assisted living facility itself and for certain specific site design conditions and bulk standards. The Planning Board was charged with assuring compliance with the ordinance-directed conditions and standards, but was otherwise free to satisfy itself – and mandate where necessary – general site plan details and criteria, not inconsistent with the ordinance requirements.

4. Applicant proposes a three-story, fully sprinklered, steel and concrete structure, housing a 90-Unit assisted living facility with a maximum of 120 beds, 12 of which shall be set aside as affordable Medicaid beds (providing Affordable Housing credits as defined by applicable state regulations).

5. Among other things, Applicant submitted the following:

a) A plan set (14 sheets) prepared by Maser Consulting P.A., entitled "Preliminary and Final Major Site Plan for Sunrise Senior Living, LLC, Assisted Living Facility,



Block 18.04, Lot 2.01, Borough of Mountain Lakes, Morris County, New Jersey”, dated 10/31/18 and last revised 3/15/19 (hereinafter the “Plans”).

b) A plan set (5 sheets) prepared by JSA Architects, entitled “Sunrise of Mountain Lakes” with Floor Plans, a Roof Plan, and Exterior Elevations, dated 10/31/18 (hereinafter the “Architectural Plans”).

c) A revised “Roof Plan” (1 sheet) prepared by JSA Architects, dated 2/28/19 (hereinafter “Revised Roof Plan”).

6. The fully built-out facility will include dining facilities, lounges, hair salon, craft spaces, indoor and outdoor amenities, and a mix of 50 - 1 bed, 19 – 2 bed, and 21 “Denver” Units (which can be configured for either 1 or 2 bed arrangements). Although this could theoretically result in a 130 bed capacity, Applicant agreed that the actual configurations would be such as to maintain a 120 bed maximum capacity for the facility – consistent with the ordinance limitation.

7. Applicant shall certify annually to the Borough that it has not maintained more than 90 Units, that it has not exceeded a total bed count of 120, and that 12 beds have been set aside as compliant affordable Medicaid beds.

8. The proposed building is located in the southerly portion of the Subject Property, physically minimizing the impact of the three-story structure on its residential neighbors to the rear, taking advantage of lateral distance, the topography of the site, and the heavily wooded rear portion of the property. Though some slope disturbance and tree removal is inevitable on a site like this, the three-story height allows construction of an optimally sized facility on a minimal footprint, reducing both loss of vegetation and slope disturbance. Utilizing both the natural topography and a retaining wall which permits lowering the first floor finished grade, virtually

all of the first floor and parking area are below the grade and out of the sight lines of the residences to the rear of the site.

9. Applicant's representative, engineer, architect and planner testified, and the Board finds that, the project complies with all of the conditions – including bulk and dimensional standards – established by Ordinance 6-18 for this conditional use. The only variance relief required relates to certain provisions of the underlying OL-2 Zone.

10. Access to the facility will be via the existing shared driveway from Old Bloomfield Avenue. Applicant agreed to create ASHTO-compliant site triangles at the driveway intersection with the public road and to maintain vegetation in the triangles at conforming heights.

11. Applicant proposes 48 parking spaces (including 2 ADA-compliant spaces) and a Designated Loading Area – thus meeting or exceeding RSIS, ADA, and applicable ordinance requirements.

12. Applicant's operations will include private trash and recycling pickups, which can be scheduled by Applicant to conform to Board time limitations. Applicant agreed that all trash and recycling pickups would take place on weekdays between the hours of 8:00 a.m. - 8:00 p.m.

13. Although the proposed development satisfies all of the ordinance-imposed conditions for this conditional use, several variances are required from standards outside those defining the conditional use. The required variance relief is as follows:

a) Applicant proposes a fence which runs along the rear of the building to extend into the defined "front yard" at a 25.76 foot setback (relative to the 50 foot front yard setback required). Fences are not permitted within the front yard;

b) Applicant's proposed free standing sign would constitute a second free standing sign on the Subject Property (relative to a limitation of one free standing sign per property);

c) The existing free standing sign is set back 4.24 feet from the front property line (relative to a minimum 10 foot setback requirement).

14. Applicant's planner testified to the bases supporting the grant of the variance relief which Applicant seeks. As to the fence in the front yard, the overall design of the building and, in particular, the outdoor portion of the memory care area which must be surrounded by a fence, is forced forward as a result of the intentional location of the building maximizing removal from the residential neighbors to the rear and allowing it to be placed in the lowest area resulting from the topography and retaining wall design. The result is a relatively constrained location. The fence, proposed to be set back 25.76 feet from the property line will be mostly obscured from the road by the topography of the site and by vegetative screening. The proposed, externally lit, monument sign is conforming as to size and location and would be fully conforming on the Subject Property were it not for the existing "Corporate Campus" sign (which serves a different purpose) and is built into the front slope of the Subject Property (albeit at a non-conforming location). This existing sign is a lawful pre-existing condition and aids in wayfinding to the overall office-park site. The proposed new free standing sign will identify Applicant's specific use on the Subject Property.

15. There was discussion concerning the width of the internal access drive (particularly the 30 foot wide portion). The Board's traffic consultant and the Borough's Fire Marshall wanted to assure adequate width for emergency vehicle access and, to this end, prevent parking along the side of both the 30 foot wide portion and the 24 foot wide portion, which could

impede such access. Applicant agreed to curbside marking and signage to create a "Fire Lane" for the entire internal entrance drive – both the 30 foot wide and 24 foot wide portions.

16. During the period of time covered by the public hearing in this matter, Applicant presented a series of plans relating to tree removal, tree protection, landscaping, buffers, etc. Applicant's representatives walked the site with members of the Borough's Shade Tree Commission, revised and refined their plans, attended and participated in a Shade Tree Commission meeting with respect to the project, and generally worked out satisfactory plans for tree protection, tree removal, landscaping and buffer plantings in consultation with the Shade Tree Commission, though it was ultimately determined that the specifics of removal and placement of individual plantings would be determined in the field in consultation between and among Applicant's landscape architect, representatives of the Shade Tree Commission, and the Arborist to be retained by Applicant in connection with the project.

17. In connection with discussions relating to irrigation for the plant material on the Subject Property, Applicant indicated an intention to utilize on-site well water for this purpose. Notwithstanding the general policy in the Borough against the installation of individual wells, Applicant urged that they would intend a shallow well (not threatening the deeper ground water involved with the Borough wells and the municipal water system), and argued that this approach was more environmentally friendly than using the municipal water supply for irrigation purposes. The Borough Engineer agreed with the concept but wanted to confirm that there was not a specific Borough restriction or prohibition against the sort of well being proposed by Applicant. It was agreed that this would be permitted (and if permitted, required) for irrigation purposes, unless such a specific restriction or prohibition were determined to exist. In this latter

event, an irrigation system would still be required, but would have to draw from the municipal water supply.

18. Discussion also proceeded regarding the role to be played by a professional Arborist in connection with this project. It was agreed between and among the Applicant, the Board, and the Board's consultants that the role would be defined as primarily addressing matters which would encourage and assure health and sustainability of retained plantings and new plantings, and assisting in the determination of the most effective locations for plant material, which decisions would best be made in the field. It was also agreed that there was not a realistic need to have a professional Arborist available at all times throughout the site preparation and construction process but rather that the Arborist, to be retained by Applicant, should be present at least at the following times:

- a) After the limits of disturbance are marked out on the ground and prior to any clearing being undertaken;
- b) During excavation for and installation of the retaining wall on the northerly side of the Subject Property;
- c) During excavation for and installation of utility lines to/from Old Bloomfield Avenue;
- d) During landscaping/planting layout and installation of plant material;
- e) In the event unanticipated circumstances or conditions are encountered which require re-evaluation of tree removal, tree preservation, landscape and/or buffer plantings.

19. In addition to the formal landscape plantings proposed by Applicant, Applicant shall supplement the present buffer area along the northerly portion of the property and shall add additional vegetative screening, particularly relative to the adjoining residential development to

the north, essentially as described in Applicant's recap of its undertakings to the Shade Tree Commission.

20. Applicant proposed a lighting plan with site lighting at higher levels than those generally provided in the Borough ordinances. Applicant's engineer testified that, as a general rule, higher light levels are suggested for assisted living facilities, though they may be modulated to lower levels during the night, dependent on specific need. No building-mounted lights are proposed, but site lighting is proposed to be furnished by a combination of individual pole mounted fixtures, along with low level bollards for specific walkways. Applicant proposed, and the Board accepts that the lighting will be on from dusk until dawn but will be dimmed after 10:00 p.m. This reduced light level, however, will be subject to increase triggered by motion sensors (anticipated, for instance, to occur during late night or early morning shift changes for staff).

21. Based on the testimony of Applicant's traffic consultant and the concurring input of the Board's traffic consultant, the Board concluded that there are no significant traffic impacts to be anticipated from the proposed assisted living facility. Most vehicular activity will relate to employee arrivals and departures. These will occur, due to the design of shift times, during off-peak hours with respect to other traffic. Applicant's witnesses testified that there will be virtually no resident vehicles. Aside from staff, the only significant vehicular activity will relate to visitors. Normally, this is a relatively low number of people per day. Applicant does recognize and makes arrangements for overflow parking for holidays, etc., utilizing adjoining or proximate parking availability (such occasions usually occurring on days when businesses are closed).

22. Applicant's architect testified that the mechanicals for the facility are to be located on the recessed roof-top, depressed 11.5 feet below the roof perimeter structures and not visible from the ground (as shown on the Revised Roof Plan). This design serves not only as a visual, but also an acoustic buffer.

23. Through a series of iterations of comment letters and Applicant responses, the several Board consultants and outside agencies became essentially satisfied with the design details and plans for Applicant's development of the Subject Property. At the final hearing, the Borough Engineer confirmed that Applicant's responses were satisfactory, taking into account that certain matters would be addressed as conditions of approval in compliance review. The Board's Conflict Planner gave the Board a similar evaluation, focusing on landscaping, fencing, and retaining wall details as matters to be finalized under conditions of approval. The Board's environmental consultant was mostly satisfied on matters involving storm water management and environmental issues. He expressed concern about the level of detail in Applicant's EIS, but conceded that he didn't expect any further information would be developed which would dictate design changes. The Board also accepted the argument of Applicant's engineer that the proposed development resulted in far less impact than other potential development permitted by the underlying OL-2 Zone.

24. With regard to the foregoing, the Board finds that taking into account matters to be dealt with as conditions of approval and compliance review, Applicant has satisfactorily addressed matters of low impact development, storm water management, sustainability features, and tree protection, buffer, landscaping, and other shade tree issues (subject to implementation of Applicant's undertakings to the Shade Tree Commission with review and on-site guidance of a professional Arborist).

25. The Board further finds that, based on the evidence presented relating to the tract, Applicant need not obtain a new NJDEP Letter of Interpretation, nor need Applicant furnish any further detailed or expanded Environmental Impact Statement for this infill project on land previously approved for office park development.

26. The Board concluded that the overall development plan, as now depicted in the Plans and Architectural Plans, not only assists the Borough in satisfying its Affordable Housing obligations, but has been designed in such a way as to minimize the impacts of a major facility on the adjoining residential neighbors to the rear, not only producing compliance with the conditions set forth in Ordinance 6-18 for this use, but generally resulting in a well-conceived, attractive development of the Subject Property. The few minor variances required relative to the underlying OL-2 Zone requirements are almost de minimis. The Board further concludes that, under the circumstances of the entire proposed development scheme, the benefits of the variance relief required appear to significantly outweigh the minor detriments.

27. Based upon all of the foregoing, the Board concluded that the proposed Site Plan could be approved, and that the variances sought by Applicant with respect to the proposed assisted living facility, as described above, could, with appropriate conditions, be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the Zone Plan and Zoning Ordinance.

BE IT FURTHER RESOLVED by the Planning Board of the Borough of Mountain Lakes that the Application of Sunrise Development, Inc. for Preliminary and Final Major Site Plan approval, together with variances for that portion of the fence located in the front yard at a 25.76 foot setback, allowing the existing free standing sign to remain as located at a setback of 4.25 feet from the front property line, and permitting a second free standing sign to identify



Applicant's use, all as detailed in the Board's findings and conclusions set forth above, to permit the construction and operation of the proposed 90 Unit assisted living facility with a maximum of 120 beds (12 of which shall be maintained as affordable Medicaid beds), and site amenities as described herein and depicted on the Plans and the Architectural Plans (each as revised in accordance with this Resolution), all on the Subject Property located in the OL-2/R-AH3 Overly Zone, and commonly known as 1 Old Bloomfield Avenue (Block 118.04, Lot 2.01 on the Tax Map) be and hereby is approved and granted, subject to the following conditions:

1. Plans and Architectural Plans shall be revised to conform to the testimony and agreements of the Applicant as well as the Plan revisions noted in the December 28, 2018 comment letter from the Borough Engineer, consistent with the responses thereto in Applicant's March 15, 2019 letter to the extent these are satisfactory to the Borough Engineer, and as otherwise may be required by the Borough Engineer to conform to the terms and conditions of this approval. Revisions shall be made to the satisfaction of the Borough Engineer.

2. Construction, use and operations on and of the Subject Property, including the assisted living facility to be constructed thereon, shall be in accordance with the Plans (as revised in accordance with the requirements of this Resolution), the Architectural Plans submitted to the Board (revised in accordance with the requirements of this Resolution), the testimony adduced at the hearing, the findings and conclusions of the Board set forth above and the conditions of approval set forth herein.

3. Applicant shall obtain all approvals, permits, licenses and other forms of review or permission which may be required from any Board, body or agency, whether municipal, county, state or federal, having jurisdiction over the Subject Property or the project to be

undertaken by Applicant. If any such approvals or permits result in required Plan changes, Applicant must return to the Planning Board for its approval of the Plan revisions.

4. All real estate taxes on the Subject Property shall be paid currently and all fees and escrow fees necessary for the completion of this Application and the completion of the project shall be paid by Applicant.

5. All escrow and inspection fees shall be paid and replenished as necessary, to completion of the Application and the project.

6. Applicant/assisted living facility operator shall certify annually to the Borough that the facility has maintained not more than 90 Units; that 12 affordable set-aside Medicaid beds have been maintained throughout the year; and that the maximum occupancy of the facility has been no greater than 120 beds at any time.

7. ASHTO compliant site triangles shall be established at the Old Bloomfield Avenue driveway intersection by way of easement to the Borough (in form and content satisfactory to the Borough Attorney and the Borough Engineer). These shall also be the subject of an ongoing maintenance obligation to preserve the sight lines. The easement shall be recorded in the Morris County Clerk's Office.

8. An appropriate water line connection shall be made to the Mountain Lakes main on Old Bloomfield Avenue.

9. Applicant shall create a Fire Lane along the full length of the internal entrance driveway with appropriate curbside markings and signage.

10. Applicant/assisted living facility operator shall schedule trash and recycling pickups for weekdays between 8:00 a.m. and 8:00 p.m.

11. An Arborist shall be retained by Applicant to assist in matters relating to tree removal, tree preservation, buffer plantings and landscape plantings. At a minimum the Arborist shall be onsite as follows:

a) After the limits of disturbance are marked out on the ground and prior to any clearing being undertaken;

b) During excavation for and installation of the retaining wall on the northerly side of the Subject Property;

c) During excavation for and installation of utility lines to/from Old Bloomfield Avenue;

d) During landscaping/planting layout and installation of plant material;

e) In the event unanticipated circumstances or conditions are encountered which require re-evaluation of tree removal, tree preservation, landscape and/or buffer plantings.

12. Applicant/assisted living facility operator shall be and shall remain responsible for maintenance of the planted buffer and landscape screening on an ongoing basis. A maintenance covenant in this regard, in form and content satisfactory to the Borough Attorney and the Borough Engineer, shall be recorded in the office of the Morris County Clerk.

13. A Deed restriction shall be recorded in the office of the Morris County Clerk setting forth the 30-year obligation for designation and set-aside of 12 affordable Medicaid beds and compliance with applicable Affordable Housing regulations and affordability controls. The form and content of the Deed restriction shall be to the satisfaction of the Borough Attorney.

14. Soil moving plans, schedules, routes, etc. shall be coordinated with the Borough Engineer and the Borough Police Department.

15. Parking, access and site improvements shall be ADA compliant.

16. FDC demarcation requirements satisfactory to the Fire Marshall shall be added to the Architectural Plans.

17. Applicant shall furnish satisfactory fire flow calculations certified by a Fire Protection Engineer.

18. There shall be a post-installation evaluation of sign lighting to the satisfaction of the Borough Engineer regarding intensity, freedom from off-site glare, and lack of impact on vehicular safety.

19. There shall be a post-construction/installation noise level test of the generator and other mechanicals to assure compliance with State day and night standards.

20. Applicant shall enter into a Developers Agreement with the Borough, covering the usual aspects of site preparation, construction, inspections, etc., and including Affordable Housing obligations and long term compliance reporting, satisfactory to the Borough Attorney and the Borough Engineer.

21. Applicant shall supply construction details confirming an 8 foot synthetic fence with a natural wood color or veneer (privacy fence) at the location indicated on Applicant's Plans, as well as a 4 foot safety fence atop the retaining wall (split rail with black mesh; about 1 foot back from the edge of the wall; with a Plan Note on depth of footing(s) relative to the geo-grid for the retaining wall).

22. Dimensions of the buffer area along the northerly boundary of the Subject Property shall be added to Sheet 7 of Applicant's Plans.

23. Applicant shall submit Plans satisfactory to the Borough Engineer and the Borough Conflict Planner for the proposed gazebo and pergola reflecting colors that are more consistent with the main building, as well as roof materials which are more similar. Applicant

understands that heights, dimensions and materials will have to be specified for construction permitting. In addition, plans shall be submitted showing retaining wall finishes, which are to be complementary to the main building finishes, satisfactory to these Borough consultants.

24. Applicant shall request Title 39 enforcement by the Borough.

25. Wherever matters are subject to final detail or resolution in the post-approval compliance process, as an expressed condition of approval or otherwise, in the event an issue cannot be resolved to the satisfaction of the Borough professional, consultant or representative, Applicant shall return to the Board for a binding decision.

26. Applicant shall obtain and submit "will serve" letters from all utilities (at least gas, electric).

27. Applicant shall participate in a pre-construction meeting with the Borough Engineer and such other participants as the Borough Engineer desires to include in the meeting.

28. All construction activities shall be in accordance with the Borough Ordinances regarding hours of work, maintenance of streets, etc.

29. Satisfactory compliance with the comments and recommendations of the Borough Fire Marshall, except with respect to increasing the width of the 24 foot wide portion of the internal access drive.

30. Applicant shall comply with all construction, fire and similar codes in connection with construction and operation of the assisted living facility.

31. Applicant shall obtain any required approval from NJDEP for water demand and/or sewer flows, obtaining whatever NJDEP permits may be required. Applicant also shall pay applicable connection or other fees for water and/or sewer.

32. Applicant shall satisfy the Borough Engineer and the Borough Fire Marshall that adequate water volume and pressure will be available for firefighting purposes at the Subject Property utilizing the existing water main to which Applicant will connect as a single source. If this cannot be satisfactorily demonstrated, Applicant will design and implement a plan for utilizing a second water main, such plan and its execution being to the satisfaction of the Borough Engineer and the Borough Fire Marshall.

33. Conditions Nos. 1, 3, 4, 5, 7 (as to Plans and as to form), 12 (as to form), 13 (as to form), 16, 17, 20, 21, 22, 23, 26, 31 and 32 shall be satisfied prior to the signing of the Site Plan documents by the Board and the Borough Engineer.

BE IT FURTHER RESOLVED that this Resolution adopted this 25<sup>th</sup> day of April, 2019, memorializes the action taken by the Board, as set forth above, at its regular meeting of March 28, 2019.

The Vote:

In Favor: 5

Opposed: 0

Abstain: 0

#### CERTIFICATION

I hereby certify that this is a true copy of a Resolution duly adopted by the Planning Board of the Borough of Mountain Lakes at a public meeting duly held on April 25, 2019.



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Cynthia Shaw, Administrator  
Borough of Mountain Lakes  
Planning Board

# EXHIBIT B

**BONDING ESTIMATE**  
For  
**Sunrise Senior Living**  
**Bloomfield Avenue Right-Of-Way Improvements**  
Borough of Mountain Lakes, Morris County, NJ  
7/22/2019  
MC #: 16001530A

Prepared By: MGM  
Checked By: JBC

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<b>SITE DEMOLITION</b>				
Curb Removal	20	LF	\$2.88	\$57.60
Pavement Removal	10	SY	\$4.00	\$40.00
			<b>Subtotal</b>	<b>\$97.60</b>
<b>SITE WORK</b>				
Concrete Curb (6" Reveal)	20	LF	\$30.40	\$608.00
Bituminous Pavement	Enter # of inches in thickness:	4.5	IN	
(base and top)	Enter amount of area:	10	SY	\$216.00
DGA subbase	Enter # of inches in thickness:	6	IN	
	Enter amount of area:	10	SY	\$129.60
			<b>Subtotal</b>	<b>\$953.60</b>
<b>WATER</b>				
<b>On Site:</b>				
6" DIP	6	LF	\$45.00	\$270.00
6" Wet tap	1	EA	\$2,400.00	\$2,400.00
			<b>Subtotal</b>	<b>\$2,670.00</b>
<b>SANITARY</b>				
<b>In Road:</b>				
6" PVC (SDR 35) (0-8' deep)	6	LF	\$35.00	\$210.00
<b>On Site:</b>				
6" PVC (SDR 35) (0-8' deep)	17	LF	\$40.00	\$680.00
4' Diameter Drop Manhole (8'-12' deep)	1	EA	\$3,500.00	\$3,500.00
Connection to existing manhole/main	1	EA	\$1,000.00	\$1,000.00
			<b>Subtotal</b>	<b>\$5,390.00</b>
<b>LANDSCAPING</b>				
Shade Tree, (2 1/2" - 3" caliper)	5	EA	\$348.00	\$1,740.00
Evergreen Tree, (6' - 7')	43	EA	\$320.00	\$13,760.00
Ornamental Tree, (2" - 2 1/2" caliper)	2	EA	\$240.00	\$480.00
Evergreen Shrubs, (24"-30")	134	EA	\$48.00	\$6,432.00
Deciduous Shrubs (18"-24")	73	EA	\$36.00	\$2,628.00
			<b>Subtotal</b>	<b>\$25,040.00</b>
			<b>TOTAL:</b>	<b>\$34,151.20</b>

**NOTE:**

1.) This preliminary opinion of probable construction cost has been prepared based upon review of plans entitled Preliminary And Final Major Site Plan for Sunrise Development Inc. as prepared by Maser Consulting P.A., dated 10/31/18, last revised 7/22/19.

2.) The unit pricing included is appropriate and is based upon available pricing indices or this firms historical experience in the general geographical area as a result of same, it is only approximate. For utilization as a budget estimate, same must be updated by current market conditions and other constructability factors.

3.) This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for proforma or finance purposes.



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

**AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **Borough of Mountain Lakes**, a municipal corporation of the State of New Jersey, with its governmental offices located at 400 Boulevard, Mountain Lakes, New Jersey (hereinafter referred to as the "Borough"); and Sunrise Development, Inc. with offices at 7902 West Park Drive, Mclean, Virginia 22102 (hereinafter referred to as the "Developer");

**WITNESSETH:**

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

Block 118.04, Lot 2.01, located at 1 Old Bloomfield Avenue in the OL2 (office light industrial zone) and subject to the R-AH3 Zone (residential affordable housing) overlay zone; and

**WHEREAS**, the Developer was granted approval by a duly constituted approving authority of the Borough to construct in accordance with the plans, which approval is memorialized in the Resolution of Approval of the Borough of Mountain Lakes Planning Board (the "approving authority") granting preliminary and final major site plan approval pursuant to Application #18-268 which Resolution was adopted by the approving authority at their meeting of April 25, 2019 and as annexed hereto as Exhibit A; and

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

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

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

**I  
IMPROVEMENTS**

1. Improvements to be Completed by Developer. The Developer shall, at its sole cost and expense, construct and install all of the improvements: (1) shown on the site plan required as part of the approval of the development application, which plans are referenced as prepared by Maser Consulting, PA, dated October 31, 2018, last revised July 22, 2019; (2) made necessary during the course of construction (collectively, the "Project"); (3) shown on the cost estimate for site improvements dated July 18, 2019, a copy of which is attached as Exhibit B which covers statutorily bondable improvements only; (4) as required by the approving authority Resolution of Approval, Exhibit A; (5) as agreed pursuant to the testimony of the applicant during the course of the hearings before the approving authority; and (6) and as noted in

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the Borough Engineer's Reports and any other Agency Reports issued as part of the underlying approvals, as more particularly referred to in Exhibit A, as well as the minutes of the meetings of the approving authority with respect to the underlying application, it being specifically understood and agreed that all such agency reports are specifically incorporated herein by reference as if the same were fully set forth at length herein.

The Developer shall not commence any construction until the site plans are signed and all necessary permits have been approved by Borough and unless the premises have been made safe for the public by the installation of such fences, barricades, dust, soil erosion and mud abatement devices, and construction lighting required by the manual on Uniform Traffic Control Devices or as may be necessary in the reasonable discretion of the Borough Engineer or Municipal Inspectors in order to prevent the possibility of personal injury, property damage or nuisance. If the Developer fails to maintain such devices after commencement of such construction, the Construction Official or Borough Engineer may suspend work after written notice of any deficiencies are provided to the Developer and after fifteen (15) business days have elapsed without a response. Thereafter the Borough may cause necessary protective devices to be installed at the Developer's expense. The Borough may at any time cause temporary safety devices to be installed upon reasonable notice to the Developer.

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

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

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

3. **Drainage Facilities.** Storm and surface waters shall be piped to drainage facilities in accordance with the drainage system shown on the approved plan and said installation shall meet the reasonable approval of the Borough Engineer.
4. **Fire Prevention Facilities and Hydrants.** Fire prevention facilities and hydrants shall be installed at the Developer's expense as set forth on the approved plan and, with such installation subject to the approval of the fire subcode official.
5. **Signage.** Unless heretofore approved as part of the development application, no signs shall be placed upon the construction site without the reasonable approval by the agency having jurisdiction.
6. **Blasting.** All blasting shall be performed only as necessary and in compliance with all regulatory requirements.
7. **Underground Installation of Utilities.** Unless otherwise set forth on the approved plan, all permanent utilities shall be installed underground.
8. **Grading, Surfacing and Paving.** Before grading of any roadway, driveway or parking area, the site shall be cleared of all debris, branches, matted leaves, mud and any other materials that would be regarded as unsuitable under sound construction practices. All roadways, parking areas and driveways shall be constructed in accordance with specific approval by the Borough Engineer.
9. **Snow Removal.** Intentionally deleted as this project will not involve the dedication of public roadways to the Borough.
10. **Monuments.** Developer agrees to install Surveyor's monuments in compliance with the State of New Jersey Map Filing Law.
11. **Site Lighting.** Developer agrees that lighting will be installed in accordance with the approved site plan on file with the approving authority in connection with the application for this development and shall be operated as provided for in Paragraph 20 of the Resolution of Approval. Prior to the issuance of any certificates of occupancy, all applicable street lights shall be installed and operating.
12. **Duty to Provide Details to Plans.** In the event that the Borough Engineer reasonably requires further details of the approved plan, or of any proposed public or site improvement to be submitted and approved, the Developer shall furnish such details on written notice from the Borough Engineer within ten (10) working days, or such longer time as may be reasonably necessary based on the request from the Borough Engineer.
13. **As-built Drawings.** The Developer shall provide the Borough Engineer with "as-built" drawings, indicating the location and size of all sanitary sewer and storm drainage lines and structures, water lines, gas mains and any other buried utility, including all inverts, top of manholes, top of grates with dates, location and elevation of all retaining wall and grades or curbs, sidewalks, roadways, parking areas and waterways, if required by the Borough ordinance, prior to the release of any portion of the performance bond.

14. **Inspections.** The Borough contemplates inspections of all facilities required to be completed by the Developer hereunder. Prior to commencement of construction there may be required a preconstruction meeting. The Developer shall notify the Borough Engineer at least 24 hours prior to the commencement of construction of any such facilities. In the event of temporary suspension of construction, the Borough Engineer shall be notified 24 hours prior to the renewed starting date of construction. The Borough Engineer shall use his best efforts to have inspections completed in a timely manner so as to permit the Developer to proceed with construction in an orderly, safe, and expeditious manner. No backfilling after the installation of any curbing, drainage, utilities, or other improvements shall be done without the approval of the Borough Engineer.

15. **Inspection Fees.** An escrow amount shall be established to facilitate payment of engineering inspection fees in accordance with N.J.S.A. 40:55D-53.1. This account shall be initially funded to the Borough by the Developer prior to construction in the amount of \$91,298.00. Engineering inspections by the Borough Engineer shall be charged against this account at a rate prescribed by appropriate ordinance. The escrow account shall be replenished by the Developer in accordance with the Municipal Land Use Law which provides for a 25% initial escrow deposit or \$22,824.00. No construction permit or certificate of occupancy shall be issued until such deposit shall be made. In the event there is a portion of any amount unused, it shall be returned to the Developer upon approval of the Borough Council.

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

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

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

- a. Mountain Lakes Borough Council;
- b. Mountain Lakes Borough Planning Consultant;
- c. NJDEP Sanitary Sewer Extension;
- d. Morris County Soil Conservation District;
- e. Mountain Lakes Borough Board of Health;
- f. Mountain Lakes Fire Prevention Bureau;
- g. Mountain Lakes Police Department;
- h. Mountain Lakes Engineer; and i. Morris County Planning Board.

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

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

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

19. **Safety and Stabilization Guarantee.** In accordance with N.J.S.A. 40:55D-53, and if required by Borough Ordinance, the Developer shall post a safety and stabilization guarantee in favor of the Borough.

20. **Performance Guaranty.**

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

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

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

21. **Maintenance Guaranty.** Developer agrees to provide the Borough with a maintenance bond or irrevocable letter of credit to run for a period of two (2) years from the date of completion and official acceptance for all improvements required by this Agreement and those improvements enumerated on Exhibit B. Said bond will be in the amount of fifteen (15%) percent of the costs of the improvements listed on Exhibit B and will be provided in the form satisfactory to the Borough Attorney. Said bond or irrevocable letter of credit shall assure the maintenance of said improvements and facilities by the Developer to keep the same in good working order during the two (2) year period. The Borough shall provide the Developer and the surety with thirty (30) days prior notice declaring Developer in default of the maintenance guaranty and in the event that Developer or surety fails or refuses to perform the necessary corrective work, then the Borough may claim payment under the maintenance guaranty for the cost of the work required. No provisions in this paragraph or in this Agreement, however, shall be construed to impose any duty of liability of maintenance, inspection or repair on the part of the Borough with respect to any private facilities or improvements, whether bonded hereunder or otherwise.

## II

### AGREEMENT AS TO WATER FACILITIES

22. The Developer shall install, at its sole cost and expense, a certain water distribution system as shown on the approved site plan ~~Plans and Specifications~~.

23. A connection fee for water service as required by Borough ordinance shall be due and payable. 50% shall be payable upon issuance of permits and the remaining 50% prior to the issuance of a Certificate of Occupancy. The connection fee shall be based upon an 18,000 GPO water use divided by 300 GPO which is the allocation for each equivalent dwelling unit. This will result in a connection fee of \$120,000.00 based upon the Borough ordinance connection fee of \$2,000.00 per EDU.

## III

### AGREEMENT AS TO SANITARY SEWER FACILITIES

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

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

26. The sewer connection fee established by Ordinance shall be due and payable. 50% shall be paid upon issuance of permits and the remaining 50% prior to issuance of a Certificate of Occupancy. The connection fee shall be based upon a 12,000 GPO sewer usage divided by 300 GPO which is the allocation for each equivalent dwelling unit. This will result in a connection fee of \$200,000.00 based upon the Borough ordinance connection fee of \$5,000.00 per EDU.

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

thereafter derived therefrom shall belong to the Borough. If any off-site improvements are made to the sanitary sewer system allowing for additional capacity into the system, Developer shall be responsible for only its pro-rata share of the cost of such improvements necessitated by the Project and Developer shall be entitled to reimbursement from any future connections to the sanitary sewer system, force mains, or gravity mains constructed by Developer.

**IV  
AGREEMENT AS TO SOIL MOVEMENT**

28. The Developer shall be permitted to remove soil from the site in accordance with the approved development plans.

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

30. Soil movement activities shall be conducted in conformance with Chapter 160 of the Borough Code.

**V  
AGREEMENT AS TO AFFORDABLE HOUSING SET ASIDE**

31. Developer agrees to provide 12 Medicaid beds credited of affordable housing on site provided that a total of 120 beds are constructed. The units shall be deed restricted as required by the Uniform Housing Affordability Controls N.J.A.C. 5:80-26.1 et seq.

**VI  
GENERAL UTILITY REQUIREMENTS**

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

**VII  
BUILDINGS AND STRUCTURES**

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

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

approve changes in the building plan that do not affect, vary or contradict the site plan or the terms of this Agreement.

35. **Certificate of Occupancy; Breach of Agreement.** No Certificate of Occupancy shall be issued nor shall any security be fully released until (a) all of the improvements herein provided for necessary for the operation and occupancy of the Unit for which a Certificate of Occupancy is to be issued have been certified in writing by the Borough Engineer to have been completed in a good and workmanlike manner and in accordance with the approved plans; (b) "as built" plans have been submitted and approved for the work performed; (c) the sanitary facilities to serve the subject premises have been constructed in accordance with the plan submitted; (d) all material requirements of this Agreement, the approving authority and any other governmental agency have been met; and (e) all taxes have been paid which may be due on the property.

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

#### VIII GENERAL PROVISIONS

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

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

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

39. **Transfers Not in the Ordinary Course.** It is agreed that any assignment or transfer or sale of the subject property, or any part thereof, shall not operate to relieve the Developer from its obligations hereunder to complete the construction of all the improvements required hereunder and to maintain the same for the two (2) year period of the maintenance bond, unless this Agreement is assigned with the express written consent of the Borough which will not be unreasonably withheld, nor will the same, without such consent, relieve the Developer from performing during said period all the obligations of this Agreement required to be performed during such period.



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

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

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

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

#### IX LIMITATION OF MUNICIPAL LIABILITY

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

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

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

**X  
OPERATIONS**

46. **Operations Without Nuisance.** Developer agrees not to commit a public or private nuisance and further agrees to abate any such nuisance within five (5) days of written notice from the Borough. The Developer shall comply with the Borough noise control ordinances, Chapter 160 (~~7:00 a.m. to 8:00 p.m.~~) and any applicable ordinance regulating construction. There shall be no construction on Sundays. Notwithstanding anything to the contrary herein, no provisions of this Agreement shall be deemed a waiver of any rights or powers of the Borough or any agency of the Borough under any statute, ordinance or other law.

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

48. **Preservation of Existing Trees.** Developer shall safeguard and preserve all trees on the site, except such as are located in the area of disturbance and except such trees as may be felled with the approval of the Borough or the approving authority. The specifics of removal and replacement of individual plantings will be determined in the field in consultation between and among the Developer's landscape architect, representatives of the Shade Tree Commission, and the arborist to be retained by the Developer in connection with the project.

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

<u>Comprehensive General Liability</u>	<u>Minimum Coverage</u>
Bodily Injury and Property Damage including Blanket Contractual Liability for the assumption of all liability pertaining to suit not caused by the direct negligence of the Borough.	\$51,000,000.00
<u>Comprehensive Automobile Liability</u>	
Bodily Injury	Provide \$2,500,000.00 for each occurrence
Property Damage	Provide \$250,000.00 for property damage for each occurrence with no limitation on aggregate.

Umbrella Liability

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

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

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

**XI  
EASEMENTS**

50. **Permanent Easements.** None anticipated.

**XII  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

ATTEST:

**BOROUGH OF MOUNTAIN LAKES**

\_\_\_\_\_  
Marcy Gianattasio, Clerk

By: \_\_\_\_\_  
Lauren Barnet, Mayor

ATTEST:

**SUNRISE DEVELOPMENT, INC.**

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Jerry Liang, Vice President

STATE OF NEW JERSEY  
COUNTY OF

SS:

I CERTIFY that on \_\_\_\_\_, 2019,

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

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

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

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

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

and

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

Signed and sworn to before me on  
\_\_\_\_\_, 2019.

\_\_\_\_\_

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 2019,

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

(a) this person is the secretary of Sunrise Development, Inc., the corporation named in this document;

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

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

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

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

Signed and sworn to before me on \_\_\_\_\_, 2019.

\_\_\_\_\_

# EXHIBIT A

## BOROUGH OF MOUNTAIN LAKES PLANNING BOARD

### RESOLUTION

Application No. 18-268  
1 Old Bloomfield Avenue  
Block 118.04, Lot 2.01  
OL-2 Zone/R-AH3 Overlay Zone

WHEREAS, Sunrise Development, Inc. ("Applicant") has applied to the Borough of Mountain Lakes Planning Board (the "Board") for Preliminary and Final Major Site Plan approval with variances to permit the construction and operation of an assisted living facility on the property located at 1 Old Bloomfield Avenue (Block 118.04, Lot 2.01 on the Tax Map), in the Borough of Mountain Lakes (the "Subject Property"); and

WHEREAS, a public hearing was commenced on January 31, 2019, was continued on February 28, 2019, and was concluded on March 28, 2019, during which hearing Applicant's submissions were reviewed by the Board, testimony was provided by witnesses on behalf of the Applicant, legal argument was advanced by Applicant's counsel, and the Board's consultants and members of the public were given an opportunity to comment on the Application; and

WHEREAS, the Board has considered the Applicant's submissions as well as testimony, reports, exhibits, and other evidence presented by the Applicant and Applicant's witnesses, the arguments of Applicant's counsel, the comments from the Board's consultants, and from members of the public;

NOW THEREFORE BE IT RESOLVED by the Planning Board of the Borough of Mountain Lakes that, based upon the forgoing, the following findings of fact and conclusions of law are made:

1. Applicant is the contract purchaser of the Subject Property, an unimproved 5.87 acre tract located at 1 Old Bloomfield Avenue in the Borough of Mountain Lakes. The Subject Property is located in a portion of the OL-2 (Office Light Industrial) Zone which is subject to the R-AH3 (Residential AH-3) Overlay Zone.

2. The Subject Property is owned by VREP-2.01 Bloomfield LLC, which has consented to the prosecution of this Application.

3. In connection with resolution of litigation to establish the Borough's Affordable Housing obligation, the Subject Property was identified in the Borough's Housing Element and Fair Share Plan ("HEFSP") adopted March 24, 2016, as an area to be rezoned to allow for an inclusionary assisted living facility. This was to be achieved by an overlay zone permitting the use as a conditional use. The enabling ordinance (Ordinance 6-18) established very clear and extensive physical and operational conditions for the assisted living facility itself and for certain specific site design conditions and bulk standards. The Planning Board was charged with assuring compliance with the ordinance-directed conditions and standards, but was otherwise free to satisfy itself – and mandate where necessary – general site plan details and criteria, not inconsistent with the ordinance requirements.

4. Applicant proposes a three-story, fully sprinklered, steel and concrete structure, housing a 90-Unit assisted living facility with a maximum of 120 beds, 12 of which shall be set aside as affordable Medicaid beds (providing Affordable Housing credits as defined by applicable state regulations).

5. Among other things, Applicant submitted the following:

a) A plan set (14 sheets) prepared by Maser Consulting P.A., entitled "Preliminary and Final Major Site Plan for Sunrise Senior Living, LLC, Assisted Living Facility,



Block 18.04, Lot 2.01, Borough of Mountain Lakes, Morris County, New Jersey”, dated 10/31/18 and last revised 3/15/19 (hereinafter the “Plans”).

b) A plan set (5 sheets) prepared by JSA Architects, entitled “Sunrise of Mountain Lakes” with Floor Plans, a Roof Plan, and Exterior Elevations, dated 10/31/18 (hereinafter the “Architectural Plans”).

c) A revised “Roof Plan” (1 sheet) prepared by JSA Architects, dated 2/28/19 (hereinafter “Revised Roof Plan”).

6. The fully built-out facility will include dining facilities, lounges, hair salon, craft spaces, indoor and outdoor amenities, and a mix of 50 - 1 bed, 19 - 2 bed, and 21 “Denver” Units (which can be configured for either 1 or 2 bed arrangements). Although this could theoretically result in a 130 bed capacity, Applicant agreed that the actual configurations would be such as to maintain a 120 bed maximum capacity for the facility – consistent with the ordinance limitation.

7. Applicant shall certify annually to the Borough that it has not maintained more than 90 Units, that it has not exceeded a total bed count of 120, and that 12 beds have been set aside as compliant affordable Medicaid beds.

8. The proposed building is located in the southerly portion of the Subject Property, physically minimizing the impact of the three-story structure on its residential neighbors to the rear, taking advantage of lateral distance, the topography of the site, and the heavily wooded rear portion of the property. Though some slope disturbance and tree removal is inevitable on a site like this, the three-story height allows construction of an optimally sized facility on a minimal footprint, reducing both loss of vegetation and slope disturbance. Utilizing both the natural topography and a retaining wall which permits lowering the first floor finished grade, virtually

all of the first floor and parking area are below the grade and out of the sight lines of the residences to the rear of the site.

9. Applicant's representative, engineer, architect and planner testified, and the Board finds that, the project complies with all of the conditions – including bulk and dimensional standards – established by Ordinance 6-18 for this conditional use. The only variance relief required relates to certain provisions of the underlying OL-2 Zone.

10. Access to the facility will be via the existing shared driveway from Old Bloomfield Avenue. Applicant agreed to create ASHTO-compliant site triangles at the driveway intersection with the public road and to maintain vegetation in the triangles at conforming heights.

11. Applicant proposes 48 parking spaces (including 2 ADA-compliant spaces) and a Designated Loading Area – thus meeting or exceeding RSIS, ADA, and applicable ordinance requirements.

12. Applicant's operations will include private trash and recycling pickups, which can be scheduled by Applicant to conform to Board time limitations. Applicant agreed that all trash and recycling pickups would take place on weekdays between the hours of 8:00 a.m. - 8:00 p.m.

13. Although the proposed development satisfies all of the ordinance-imposed conditions for this conditional use, several variances are required from standards outside those defining the conditional use. The required variance relief is as follows:

a) Applicant proposes a fence which runs along the rear of the building to extend into the defined "front yard" at a 25.76 foot setback (relative to the 50 foot front yard setback required). Fences are not permitted within the front yard;

b) Applicant's proposed free standing sign would constitute a second free standing sign on the Subject Property (relative to a limitation of one free standing sign per property);

c) The existing free standing sign is set back 4.24 feet from the front property line (relative to a minimum 10 foot setback requirement).

14. Applicant's planner testified to the bases supporting the grant of the variance relief which Applicant seeks. As to the fence in the front yard, the overall design of the building and, in particular, the outdoor portion of the memory care area which must be surrounded by a fence, is forced forward as a result of the intentional location of the building maximizing removal from the residential neighbors to the rear and allowing it to be placed in the lowest area resulting from the topography and retaining wall design. The result is a relatively constrained location. The fence, proposed to be set back 25.76 feet from the property line will be mostly obscured from the road by the topography of the site and by vegetative screening. The proposed, externally lit, monument sign is conforming as to size and location and would be fully conforming on the Subject Property were it not for the existing "Corporate Campus" sign (which serves a different purpose) and is built into the front slope of the Subject Property (albeit at a non-conforming location). This existing sign is a lawful pre-existing condition and aids in wayfinding to the overall office-park site. The proposed new free standing sign will identify Applicant's specific use on the Subject Property.

15. There was discussion concerning the width of the internal access drive (particularly the 30 foot wide portion). The Board's traffic consultant and the Borough's Fire Marshall wanted to assure adequate width for emergency vehicle access and, to this end, prevent parking along the side of both the 30 foot wide portion and the 24 foot wide portion, which could

impede such access. Applicant agreed to curbside marking and signage to create a "Fire Lane" for the entire internal entrance drive – both the 30 foot wide and 24 foot wide portions.

16. During the period of time covered by the public hearing in this matter, Applicant presented a series of plans relating to tree removal, tree protection, landscaping, buffers, etc. Applicant's representatives walked the site with members of the Borough's Shade Tree Commission, revised and refined their plans, attended and participated in a Shade Tree Commission meeting with respect to the project, and generally worked out satisfactory plans for tree protection, tree removal, landscaping and buffer plantings in consultation with the Shade Tree Commission, though it was ultimately determined that the specifics of removal and placement of individual plantings would be determined in the field in consultation between and among Applicant's landscape architect, representatives of the Shade Tree Commission, and the Arborist to be retained by Applicant in connection with the project.

17. In connection with discussions relating to irrigation for the plant material on the Subject Property, Applicant indicated an intention to utilize on-site well water for this purpose. Notwithstanding the general policy in the Borough against the installation of individual wells, Applicant urged that they would intend a shallow well (not threatening the deeper ground water involved with the Borough wells and the municipal water system), and argued that this approach was more environmentally friendly than using the municipal water supply for irrigation purposes. The Borough Engineer agreed with the concept but wanted to confirm that there was not a specific Borough restriction or prohibition against the sort of well being proposed by Applicant. It was agreed that this would be permitted (and if permitted, required) for irrigation purposes, unless such a specific restriction or prohibition were determined to exist. In this latter

event, an irrigation system would still be required, but would have to draw from the municipal water supply.

18. Discussion also proceeded regarding the role to be played by a professional Arborist in connection with this project. It was agreed between and among the Applicant, the Board, and the Board's consultants that the role would be defined as primarily addressing matters which would encourage and assure health and sustainability of retained plantings and new plantings, and assisting in the determination of the most effective locations for plant material, which decisions would best be made in the field. It was also agreed that there was not a realistic need to have a professional Arborist available at all times throughout the site preparation and construction process but rather that the Arborist, to be retained by Applicant, should be present at least at the following times:

- a) After the limits of disturbance are marked out on the ground and prior to any clearing being undertaken;
- b) During excavation for and installation of the retaining wall on the northerly side of the Subject Property;
- c) During excavation for and installation of utility lines to/from Old Bloomfield Avenue;
- d) During landscaping/planting layout and installation of plant material;
- e) In the event unanticipated circumstances or conditions are encountered which require re-evaluation of tree removal, tree preservation, landscape and/or buffer plantings.

19. In addition to the formal landscape plantings proposed by Applicant, Applicant shall supplement the present buffer area along the northerly portion of the property and shall add additional vegetative screening, particularly relative to the adjoining residential development to

the north, essentially as described in Applicant's recap of its undertakings to the Shade Tree Commission.

20. Applicant proposed a lighting plan with site lighting at higher levels than those generally provided in the Borough ordinances. Applicant's engineer testified that, as a general rule, higher light levels are suggested for assisted living facilities, though they may be modulated to lower levels during the night, dependent on specific need. No building-mounted lights are proposed, but site lighting is proposed to be furnished by a combination of individual pole mounted fixtures, along with low level bollards for specific walkways. Applicant proposed, and the Board accepts that the lighting will be on from dusk until dawn but will be dimmed after 10:00 p.m. This reduced light level, however, will be subject to increase triggered by motion sensors (anticipated, for instance, to occur during late night or early morning shift changes for staff).

21. Based on the testimony of Applicant's traffic consultant and the concurring input of the Board's traffic consultant, the Board concluded that there are no significant traffic impacts to be anticipated from the proposed assisted living facility. Most vehicular activity will relate to employee arrivals and departures. These will occur, due to the design of shift times, during off-peak hours with respect to other traffic. Applicant's witnesses testified that there will be virtually no resident vehicles. Aside from staff, the only significant vehicular activity will relate to visitors. Normally, this is a relatively low number of people per day. Applicant does recognize and makes arrangements for overflow parking for holidays, etc., utilizing adjoining or proximate parking availability (such occasions usually occurring on days when businesses are closed).

22. Applicant's architect testified that the mechanicals for the facility are to be located on the recessed roof-top, depressed 11.5 feet below the roof perimeter structures and not visible from the ground (as shown on the Revised Roof Plan). This design serves not only as a visual, but also an acoustic buffer.

23. Through a series of iterations of comment letters and Applicant responses, the several Board consultants and outside agencies became essentially satisfied with the design details and plans for Applicant's development of the Subject Property. At the final hearing, the Borough Engineer confirmed that Applicant's responses were satisfactory, taking into account that certain matters would be addressed as conditions of approval in compliance review. The Board's Conflict Planner gave the Board a similar evaluation, focusing on landscaping, fencing, and retaining wall details as matters to be finalized under conditions of approval. The Board's environmental consultant was mostly satisfied on matters involving storm water management and environmental issues. He expressed concern about the level of detail in Applicant's EIS, but conceded that he didn't expect any further information would be developed which would dictate design changes. The Board also accepted the argument of Applicant's engineer that the proposed development resulted in far less impact than other potential development permitted by the underlying OL-2 Zone.

24. With regard to the foregoing, the Board finds that taking into account matters to be dealt with as conditions of approval and compliance review, Applicant has satisfactorily addressed matters of low impact development, storm water management, sustainability features, and tree protection, buffer, landscaping, and other shade tree issues (subject to implementation of Applicant's undertakings to the Shade Tree Commission with review and on-site guidance of a professional Arborist).

25. The Board further finds that, based on the evidence presented relating to the tract, Applicant need not obtain a new NJDEP Letter of Interpretation, nor need Applicant furnish any further detailed or expanded Environmental Impact Statement for this infill project on land previously approved for office park development.

26. The Board concluded that the overall development plan, as now depicted in the Plans and Architectural Plans, not only assists the Borough in satisfying its Affordable Housing obligations, but has been designed in such a way as to minimize the impacts of a major facility on the adjoining residential neighbors to the rear, not only producing compliance with the conditions set forth in Ordinance 6-18 for this use, but generally resulting in a well-conceived, attractive development of the Subject Property. The few minor variances required relative to the underlying OL-2 Zone requirements are almost de minimis. The Board further concludes that, under the circumstances of the entire proposed development scheme, the benefits of the variance relief required appear to significantly outweigh the minor detriments.

27. Based upon all of the foregoing, the Board concluded that the proposed Site Plan could be approved, and that the variances sought by Applicant with respect to the proposed assisted living facility, as described above, could, with appropriate conditions, be granted without substantial detriment to the public good and without substantially impairing the intent and purpose of the Zone Plan and Zoning Ordinance.

BE IT FURTHER RESOLVED by the Planning Board of the Borough of Mountain Lakes that the Application of Sunrise Development, Inc. for Preliminary and Final Major Site Plan approval, together with variances for that portion of the fence located in the front yard at a 25.76 foot setback, allowing the existing free standing sign to remain as located at a setback of 4.25 feet from the front property line, and permitting a second free standing sign to identify



Applicant's use, all as detailed in the Board's findings and conclusions set forth above, to permit the construction and operation of the proposed 90 Unit assisted living facility with a maximum of 120 beds (12 of which shall be maintained as affordable Medicaid beds), and site amenities as described herein and depicted on the Plans and the Architectural Plans (each as revised in accordance with this Resolution), all on the Subject Property located in the OL-2/R-AH3 Overly Zone, and commonly known as 1 Old Bloomfield Avenue (Block 118.04, Lot 2.01 on the Tax Map) be and hereby is approved and granted, subject to the following conditions:

1. Plans and Architectural Plans shall be revised to conform to the testimony and agreements of the Applicant as well as the Plan revisions noted in the December 28, 2018 comment letter from the Borough Engineer, consistent with the responses thereto in Applicant's March 15, 2019 letter to the extent these are satisfactory to the Borough Engineer, and as otherwise may be required by the Borough Engineer to conform to the terms and conditions of this approval. Revisions shall be made to the satisfaction of the Borough Engineer.

2. Construction, use and operations on and of the Subject Property, including the assisted living facility to be constructed thereon, shall be in accordance with the Plans (as revised in accordance with the requirements of this Resolution), the Architectural Plans submitted to the Board (revised in accordance with the requirements of this Resolution), the testimony adduced at the hearing, the findings and conclusions of the Board set forth above and the conditions of approval set forth herein.

3. Applicant shall obtain all approvals, permits, licenses and other forms of review or permission which may be required from any Board, body or agency, whether municipal, county, state or federal, having jurisdiction over the Subject Property or the project to be

undertaken by Applicant. If any such approvals or permits result in required Plan changes, Applicant must return to the Planning Board for its approval of the Plan revisions.

4. All real estate taxes on the Subject Property shall be paid currently and all fees and escrow fees necessary for the completion of this Application and the completion of the project shall be paid by Applicant.

5. All escrow and inspection fees shall be paid and replenished as necessary, to completion of the Application and the project.

6. Applicant/assisted living facility operator shall certify annually to the Borough that the facility has maintained not more than 90 Units; that 12 affordable set-aside Medicaid beds have been maintained throughout the year; and that the maximum occupancy of the facility has been no greater than 120 beds at any time.

7. ASHTO compliant site triangles shall be established at the Old Bloomfield Avenue driveway intersection by way of easement to the Borough (in form and content satisfactory to the Borough Attorney and the Borough Engineer). These shall also be the subject of an ongoing maintenance obligation to preserve the sight lines. The easement shall be recorded in the Morris County Clerk's Office.

8. An appropriate water line connection shall be made to the Mountain Lakes main on Old Bloomfield Avenue.

9. Applicant shall create a Fire Lane along the full length of the internal entrance driveway with appropriate curbside markings and signage.

10. Applicant/assisted living facility operator shall schedule trash and recycling pickups for weekdays between 8:00 a.m. and 8:00 p.m.

11. An Arborist shall be retained by Applicant to assist in matters relating to tree removal, tree preservation, buffer plantings and landscape plantings. At a minimum the Arborist shall be onsite as follows:

a) After the limits of disturbance are marked out on the ground and prior to any clearing being undertaken;

b) During excavation for and installation of the retaining wall on the northerly side of the Subject Property;

c) During excavation for and installation of utility lines to/from Old Bloomfield Avenue;

d) During landscaping/planting layout and installation of plant material;

e) In the event unanticipated circumstances or conditions are encountered which require re-evaluation of tree removal, tree preservation, landscape and/or buffer plantings.

12. Applicant/assisted living facility operator shall be and shall remain responsible for maintenance of the planted buffer and landscape screening on an ongoing basis. A maintenance covenant in this regard, in form and content satisfactory to the Borough Attorney and the Borough Engineer, shall be recorded in the office of the Morris County Clerk.

13. A Deed restriction shall be recorded in the office of the Morris County Clerk setting forth the 30-year obligation for designation and set-aside of 12 affordable Medicaid beds and compliance with applicable Affordable Housing regulations and affordability controls. The form and content of the Deed restriction shall be to the satisfaction of the Borough Attorney.

14. Soil moving plans, schedules, routes, etc. shall be coordinated with the Borough Engineer and the Borough Police Department.

15. Parking, access and site improvements shall be ADA compliant.



16. FDC demarcation requirements satisfactory to the Fire Marshall shall be added to the Architectural Plans.

17. Applicant shall furnish satisfactory fire flow calculations certified by a Fire Protection Engineer.

18. There shall be a post-installation evaluation of sign lighting to the satisfaction of the Borough Engineer regarding intensity, freedom from off-site glare, and lack of impact on vehicular safety.

19. There shall be a post-construction/installation noise level test of the generator and other mechanicals to assure compliance with State day and night standards.

20. Applicant shall enter into a Developers Agreement with the Borough, covering the usual aspects of site preparation, construction, inspections, etc., and including Affordable Housing obligations and long term compliance reporting, satisfactory to the Borough Attorney and the Borough Engineer.

21. Applicant shall supply construction details confirming an 8 foot synthetic fence with a natural wood color or veneer (privacy fence) at the location indicated on Applicant's Plans, as well as a 4 foot safety fence atop the retaining wall (split rail with black mesh; about 1 foot back from the edge of the wall; with a Plan Note on depth of footing(s) relative to the geo-grid for the retaining wall).

22. Dimensions of the buffer area along the northerly boundary of the Subject Property shall be added to Sheet 7 of Applicant's Plans.

23. Applicant shall submit Plans satisfactory to the Borough Engineer and the Borough Conflict Planner for the proposed gazebo and pergola reflecting colors that are more consistent with the main building, as well as roof materials which are more similar. Applicant

understands that heights, dimensions and materials will have to be specified for construction permitting. In addition, plans shall be submitted showing retaining wall finishes, which are to be complementary to the main building finishes, satisfactory to these Borough consultants.

24. Applicant shall request Title 39 enforcement by the Borough.

25. Wherever matters are subject to final detail or resolution in the post-approval compliance process, as an expressed condition of approval or otherwise, in the event an issue cannot be resolved to the satisfaction of the Borough professional, consultant or representative, Applicant shall return to the Board for a binding decision.

26. Applicant shall obtain and submit "will serve" letters from all utilities (at least gas, electric).

27. Applicant shall participate in a pre-construction meeting with the Borough Engineer and such other participants as the Borough Engineer desires to include in the meeting.

28. All construction activities shall be in accordance with the Borough Ordinances regarding hours of work, maintenance of streets, etc.

29. Satisfactory compliance with the comments and recommendations of the Borough Fire Marshall, except with respect to increasing the width of the 24 foot wide portion of the internal access drive.

30. Applicant shall comply with all construction, fire and similar codes in connection with construction and operation of the assisted living facility.

31. Applicant shall obtain any required approval from NJDEP for water demand and/or sewer flows, obtaining whatever NJDEP permits may be required. Applicant also shall pay applicable connection or other fees for water and/or sewer.

32. Applicant shall satisfy the Borough Engineer and the Borough Fire Marshall that adequate water volume and pressure will be available for firefighting purposes at the Subject Property utilizing the existing water main to which Applicant will connect as a single source. If this cannot be satisfactorily demonstrated, Applicant will design and implement a plan for utilizing a second water main, such plan and its execution being to the satisfaction of the Borough Engineer and the Borough Fire Marshall.

33. Conditions Nos. 1, 3, 4, 5, 7 (as to Plans and as to form), 12 (as to form), 13 (as to form), 16, 17, 20, 21, 22, 23, 26, 31 and 32 shall be satisfied prior to the signing of the Site Plan documents by the Board and the Borough Engineer.

BE IT FURTHER RESOLVED that this Resolution adopted this 25<sup>th</sup> day of April, 2019, memorializes the action taken by the Board, as set forth above, at its regular meeting of March 28, 2019.

The Vote:

In Favor: 5

Opposed: 0

Abstain: 0

#### CERTIFICATION

I hereby certify that this is a true copy of a Resolution duly adopted by the Planning Board of the Borough of Mountain Lakes at a public meeting duly held on April 25, 2019.



---

Cynthia Shaw, Administrator  
Borough of Mountain Lakes  
Planning Board

# EXHIBIT B

**BONDING ESTIMATE**  
For  
**Sunrise Senior Living**  
**Bloomfield Avenue Right-Of-Way Improvements**  
Borough of Mountain Lakes, Morris County, NJ  
7/22/2019  
MC #: 16001530A

Prepared By:           MGM            
Checked By:           JBC          

	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
<b>SITE DEMOLITION</b>				
Curb Removal	20	LF	\$2.88	\$57.60
Pavement Removal	10	SY	\$4.00	\$40.00
			<b>Subtotal</b>	<b>\$97.60</b>
<b>SITE WORK</b>				
Concrete Curb (6" Reveal)	20	LF	\$30.40	\$608.00
Bituminous Pavement	Enter # of inches in thickness:	4.5	IN	
(base and top)	Enter amount of area:	10	SY	\$216.00
DGA subbase	Enter # of inches in thickness:	6	IN	
	Enter amount of area:	10	SY	\$129.60
			<b>Subtotal</b>	<b>\$953.60</b>
<b>WATER</b>				
<b>On Site:</b>				
6" DIP	6	LF	\$45.00	\$270.00
6" Wet tap	1	EA	\$2,400.00	\$2,400.00
			<b>Subtotal</b>	<b>\$2,670.00</b>
<b>SANITARY</b>				
<b>In Road:</b>				
6" PVC (SDR 35) (0-8' deep)	6	LF	\$35.00	\$210.00
<b>On Site:</b>				
6" PVC (SDR 35) (0-8' deep)	17	LF	\$40.00	\$680.00
4' Diameter Drop Manhole (8'-12' deep)	1	EA	\$3,500.00	\$3,500.00
Connection to existing manhole/main	1	EA	\$1,000.00	\$1,000.00
			<b>Subtotal</b>	<b>\$5,390.00</b>
<b>LANDSCAPING</b>				
Shade Tree, (2 1/2" - 3" caliper)	5	EA	\$348.00	\$1,740.00
Evergreen Tree, (6' - 7')	43	EA	\$320.00	\$13,760.00
Ornamental Tree, (2" - 2 1/2" caliper)	2	EA	\$240.00	\$480.00
Evergreen Shrubs, (24"-30")	134	EA	\$48.00	\$6,432.00
Deciduous Shrubs (18"-24")	73	EA	\$36.00	\$2,628.00
			<b>Subtotal</b>	<b>\$25,040.00</b>
			<b>TOTAL:</b>	<b>\$34,151.20</b>



**NOTE:**

1.) This preliminary opinion of probable construction cost has been prepared based upon review of plans entitled Preliminary And Final Major Site Plan for Sunrise Development Inc. as prepared by Maser Consulting P.A., dated 10/31/18, last revised 7/22/19.

2.) The unit pricing included is appropriate and is based upon available pricing indices or this firms historical experience in the general geographical area as a result of same, it is only approximate. For utilization as a budget estimate, same must be updated by current market conditions and other constructability factors.

3.) This opinion of probable construction cost excludes costs that may be associated with the dewatering, unforeseen sub-surface conditions, environmental conditions, earth work, adverse weather conditions, material requirements, temporary utility installations, electrical transformer costs, water meter costs, etc. This estimate is not to be utilized for proforma or finance purposes.

**BOROUGH OF MOUNTAIN LAKES  
COUNTY OF MORRIS**

**RESOLUTION 128-19**

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR  
PUBLIC WATER WORKS APPROVAL WITH THE STATE OF NEW  
JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
(SUNRISE DEVELOPMENT INC. / 1 OLD BLOOMFIELD AVENUE)**

**WHEREAS**, there is a need to apply for Public Water Works Approval from the State of New Jersey Department of Environmental Protection Division of Water Quality in connection with the development of “Sunrise Development Assisted Living Facility” –Sunrise Development Inc. (Block 118.04, Lot 2.01 as shown on the Tax Map of the Borough of Mountain Lakes); and

**WHEREAS**, the Borough of Mountain Lakes is required to consent to the filing of an application for Public Water Works Approval Permit Application.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that the appropriate municipal officials are hereby authorized to execute the Consent by the Governing Body for the application for the Public Water Works Approval Permit for “Sunrise Development Assisted Living Facility” –Sunrise Development Inc. (Block 118.04, Lot 2.01 in the Borough of Mountain Lakes.

Council Member	By:	2 <sup>nd</sup>	Yes	No	Abstain	Absent
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						
Barnett						

I, Marcy Gianattasio, RMC, Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, in the State of New Jersey, certify this to be a true copy of the Resolution adopted at the regularly scheduled session of the Borough Council held on September 9, 2019.

\_\_\_\_\_

ANDERSON & DENZLER ASSOCIATES, INC.

CONSULTING ENGINEERS  
519 RIDGEDALE AVENUE  
P.O. BOX 343  
EAST HANOVER, N.J. 07936

CARL E. DENZLER, PRES.  
WILLIAM D. RYDEN, P.E.  
LEON C. HALL, P.E.

TELEPHONE 973 887-2270  
FACSIMILE 973 887-7974  
mail@anderson-denzler.com

August 7, 2019

Mr. Mitchell Stern, Manager  
Borough of Mountain Lakes  
400 Boulevard  
Mountain Lakes, NJ 07046

Re: Sunrise Assisted Living  
BSDW Permit Application  
Borough of Mountain Lakes

Dear Mr. Stern:

Attached is the Water Works Permit application package for the Sunrise Assisted Living Project, as prepared by Maser Consulting. The applicant is seeking DEP approval for the 18,000 gallons per day of water demand in accordance with the requirements of the 4-25-19 Planning Board resolution.

I find all of the forms and information to be in order and therefore I would recommend that you approve and sign the application as requested by the applicant. Specifically, your signature is required on Form PA-01 at Items 6 & 7 on page 2; on Form PA-05E on Page 3; and on Form PA-10B on Page 4.

Please return the signed forms to Mr. Jesse Cokeley at Maser Consulting.

I trust that the above is satisfactory.

Very truly yours,  
ANDERSON & DENZLER ASSOCIATES, INC.



William D. Ryden, P.E.  
Borough Engineer

WDR:mk/ML2623  
Attachment



**State of New Jersey  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Mail Code 401-04Q**

**Division of Water Supply & Geoscience – Bureau of Water System Engineering  
401 East State Street – P. O. Box 420, Trenton, New Jersey 08625-0420  
Standard Application Form to Construct/Modify/Operate Public Water Works Facilities  
Or State Certification of 50 or more Realty Improvements**

1. Public Water System / \*Applicant: Mountain Lakes Water Department  
 Permanent Legal Address: 55 Pocono Road  
 City/Town Mountain Lakes State NJ Zip Code 07046  
 Telephone ( 973 ) 334-1577 Fax Number (      )  
 PWSID # NJ1425001 Public Water System E-mail address dpw@mtnlakes.org

2. This Application is for the approval of the following (check one or more as applicable):

<input type="checkbox"/> New Public Water System (or) <input checked="" type="checkbox"/> Modify an existing Public Water System		
New /Modified Water Supply Source	Treatment Plant	Distribution Modification
<input type="checkbox"/> Ground Water Source <input type="checkbox"/> Surface Water Source <input type="checkbox"/> Interconnection <input type="checkbox"/> Raw Water infrastructure <input type="checkbox"/> Modify Existing Source <input type="checkbox"/> 50 or more Realty Improvements (non-public wells)	<input type="checkbox"/> New Treatment Plant <input type="checkbox"/> Modify Existing Treatment Plant <input type="checkbox"/> Ground Water Rule 4 Log Certification <input type="checkbox"/> Booster Treatment in distribution system	<input type="checkbox"/> Water Main Extension (new demand) <input checked="" type="checkbox"/> Simplified Water Main Certification <input type="checkbox"/> Master Permit <input type="checkbox"/> Distribution System Change; Storage Tank <input type="checkbox"/> Replacement Mains <input type="checkbox"/> Pump Station <input type="checkbox"/> Transmission Main <input type="checkbox"/>
Is the permit associated with mitigating Water Quality Violation (MCL / AL) Yes / <input checked="" type="radio"/> No Violation #: _____		
Is the permit associated with a WS State Revolving Fund Application? Yes / <input checked="" type="radio"/> No Application ID #: _____		

**Brief description of the above:**

The proposed work consists of approximately 456 LF of 6" Class 52 DIP, 12 LF of 4" Class 52 DIP, and one fire hydrant to serve the assisted living facility containing 90 units within 3 story ± 81,200 square foot building.

3. Location of Work Site 1 Old Bloomfield Avenue  
 Name of Facility, if applicable Sunrise Senior Living - Assisted Living Facility  
 Address (Street/Road) Intersection of Bloomfield Avenue and Old Bloomfield Avenue Zip Code: 07054  
 Lot No. 2.01 Block No. 188.04  
 Municipality Borough of Mountain Lakes County Morris County  
 State Plane coordinates (NAD83 US Feet) X (Easting) = 509,872.96 Y = (Northing) 743,222.13  
 Coordinates are for the:  Centroid of development  Entrance  Well  Treatment Plant  
 Connection to existing water main  
 Survey Method:  Digital Image  GIS  Survey  Map

4. New Jersey Licensed Professional Engineer responsible for the preparation of plans, specifications and engineer's report.  
 Name Jesse B. Cokeley  
 Name of Firm, if employee Maser Consulting P.A.  
 Address (street/road) 50 Chestnut Ridge Road, Suite 101  
 City/Town Montvale State NJ Zip Code 07645  
 Telephone ( 845 ) 352-0411 Ext \_\_\_\_\_ Fax Number ( 845 ) 352-2611  
 E-mail address for permit correspondence jcokley@maserconsulting.com

To avoid Administrative Deficiencies and possible return of application ensure that all the fields are completed

**5. ESTIMATED CONSTRUCTION COST OF PROJECT AND APPLICABLE FEES**

With the exception of Simplified Water Main Certification applications form BWSE-PA-01C (Fee Calculation form) SHALL be completed and included with this Application Form.

**6. \*APPLICANT'S CERTIFICATION**

I certify under penalty of law that the information provided in this document is true, accurate and complete. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate or incomplete information.

Mitchell Stern

Type: Name

[Redacted Signature]  
\*Signature of Applicant / #Owner's Authorized Representative

Borough Manager

Type: Position

\_\_\_\_\_  
Date of Application

# If the application form is signed by an authorized representative of the public water system then a certified copy of the authorization shall be attached.

**7. PROPER CONSTRUCTION AND OPERATION CLAUSE**

I, Mitchell Stern agree that the works will be properly constructed and operated in accordance with the engineering plans and specifications, as approved, and the conditions under which approval is granted by the New Jersey Department of Environmental Protection.

( ) Initial here if appropriate. Portion(s) of this water main extension that is located on privately owned land shall not be owned, operated or maintained by this water utility.

[Redacted Signature]  
\*Signature of Applicant/Licensed Operator of Water System

**8. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS, AND ENGINEER'S REPORT**

I hereby certify that the engineering plans, specifications and engineer's report applicable to this project comply with the current rules and regulations of the New Jersey Department of Environmental Protection with the exceptions as noted. I further certify that for applications, other than water main extensions, that the facilities are designed so as to achieve the design intent.

Jesse B. Cokeley

Type: Name of Engineer

[Handwritten Signature]  
Signature of Engineer

Principal Associate, Maser Consulting, P.A.

Type: Position, Name of Firm

54008  
N.J.P.E. License Number

8/6/19  
Date

**Please note that all signatures shall be originals and not photocopies.**

**\* The applicant shall be the Public Water System and not a developer, land owner or engineering firm for all applications other than Certification of 50 or more Realty Improvements.**

**Instructions:** All Items (1 through 8) of the Standard Application shall be completed. An authorized representative of the water system must endorse Item Nos. 6 and 7. Item No. 8 must be signed and sealed by the New Jersey Licensed Professional Engineer that prepared the Application, Technical Review Forms, Plans, Specifications and Engineer's Report.

**To avoid Administrative Deficiencies and possible return of application ensure that all the fields are completed**



**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER SUPPLY & GEOSCIENCE  
BUREAU OF WATER SYSTEM ENGINEERING  
TECHNICAL REVIEW FORM**

**SYSTEM SUPPLY CAPACITY ANALYSIS  
(N.J.A.C. 7:10- 11.5(e))**

Mountain Lakes Water Department

NJ1425001

Mountain Lakes

**Water Purveyor**

**PWSID#**

**Municipality**

**A. New Demands of this Project**

Estimated additional residential demand (N.J.A.C. 5:21-5.1):

Type/Size of Housing Unit	Water Demand per Unit (in gallons per day)	Number of Units	Average Day Demand (Number of Units x water demand per unit)	Peaking Factor	Peak Day Demand (MGD)
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
<b>Total Residential Demand</b>			N/A		N/A

Estimated additional non-residential demand (N.J.A.C. 7:10-12.6 Table 1):

Type of Establishment	Water Demand per Unit (in gallons per day)	Number of Units	Average Day Demand (Number of Units x water demand per unit)	Peaking Factor	Peak Day Demand (MGD)
Assisted Living Facility	160 GPD per person	120 people	18,000 GPD	3	0.054
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
N/A	N/A	N/A	N/A	N/A	N/A
<b>Total Non-Residential Demand</b>			18,000 GPD		0.054

Total New Average Daily Demand =

Residential Ave Demand N/A MGD + Non-Residential Ave Demand 0.018 MGD = 0.018 MGD (Value D1)

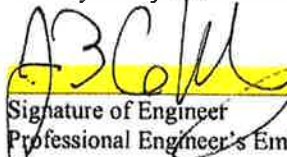
Total New Peak Daily Demand =

Residential Peak Demand N/A MGD + Non-Residential Peak Demand 0.054 MGD = 0.054 MGD (Value D2)

Supporting Data and Calculations shall be included in the Engineer's Report. Identify page and section \_\_\_\_\_  
If Peaking Factor is less than 3 include supporting documentation or copy of pre-approval letter from the Bureau.

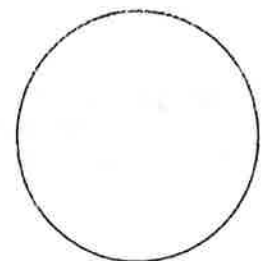
**ENGINEERS CERTIFICATION**

I hereby certify that answers provided above are accurate and reflective of the project being considered for approval.

  
Signature of Engineer  
Professional Engineer's Embossed Seal

8/6/19  
Date

54006  
N.J.P.E. #



Maser Consulting, P.A.

Type or Print Name of Engineering Firm

**B System Supply Capacity**

**1. Own Sources: \***

List all the water system's existing sources of water with their allocation, pumping, treatment and auxiliary power capacities:

Wells or Surface Water Source	Allocation Limits (MGD)	Pumping Capacity (MGD)	Treatment Capacity (MGD)	Limiting Capacity (smaller of pumping and treatment)	Capacity Under Auxiliary Power (MGD)	Auxiliary Power Y/N		
						Permanent	Portable Dedicated	Portable Rental
Well 5 Route 46		1.152 MGD	1.152 MGD	1.152 MGD	1.152 MGD	N	N	Y
Well 4 Towpath		0.397 MGD	0.397 MGD	0.397 MGD	0.397 MGD	N	N	Y
Well 3 Towpath		0.304 MGD	0.304 MGD	0.304 MGD	0.304 MGD	N	N	Y
Well 2 Tower Hill		0.374 MGD	0.374 MGD	0.374 MGD	0.374 MGD	N	N	Y
<b>Totals (MGD)</b>		2.228 MGD	2.228 MGD	2.228 MGD	2.228 MGD			

\*Attach separate sheet in the same format for additional sources (Value 1) (Value 2)

System Source/Treatment Capacity (value 1) = 2.228 MGD

Largest source or Treatment component is: Well 5 Route 46 at 1.152 MGD

System Source/Treatment Firm Capacity (Source Capacity minus largest source or treatment component): 1.076 MGD (Value 3)

**2. Allocation Limits**

The current allocation limits for the water system's own sources:

Diversion Permit	gpm	MGM	MGY
5236	1,000	30	285
<b>Totals</b>	1,000	30	285

(value 4) (value 5)

**3. Purchase Contracts**

List all the existing Purchase Contracts:

Supplier (PWSID - PWS Name)	Total Hydraulic Capacity (MGD)	Contract Type (Bulk, Emergency)	Contract Effective Date	Contract Expiration Date	Peak Day Contract Limit (MGD)	Peak Month Contract Limit (MGM)	Yearly Contract Limit (MGY)
<b>Total Purchase Volumes</b>							

\*Attach separate sheet in the same format for additional contracts Value 6 Value 7 Value 8

**4. Total System Supply Capacity**

Firm Capacity = (Source Firm Capacity) + (Contract Daily Total)  
 = 1.076 (value 3) + 0 (value 6) = 1.076 MGD (value C1)

Monthly Capacity = Allocation Monthly Limit + Contract Monthly total  
 = 30 (value 4) + 0 (value 7) = 30 MGM (value C2)

Annual Capacity = Allocation Annual Limit + Contract Annual total  
 = 285 (value 5) + 0 (value 8) = 285 MGY (value C3)



**C. Existing System Demands**

**1. System Demands**

List the water system's historic total demand for each month for the previous five years:

This demand shall be "Volume Purchased" + "Volume Diverted from Own Sources"

Type in Year →	Current Year					
	2014 (Millions of Gallons)	2015 (Millions of Gallons)	2016 (Millions of Gallons)	2017 (Millions of Gallons)	2018 (Millions of Gallons)	
January	13.816	13.517	21.708	13.665	14.334	
February	10.496	12.112	11.822	11.454	11.662	
March	12.382	12.837	12.824	12.964	13.451	
April	12.479	12.681	13.428	13.283	12.746	
May	15.299	21.549	17.338	17.486	16.004	
June	16.635	18.070	21.838	20.980	20.843	
July	21.087	22.051	25.323	20.240	24.356	
August	22.578	25.902	23.445	20.024	18.872	
September	21.083	22.911	24.591	19.763	16.777	
October	14.782	15.634	19.695	16.567	13.952	
November	11.314	11.913	16.803	11.710	11.916	
December	11.299	12.290	13.098	12.150	11.334	
Peak (MGM)	22.578	25.902	25.323	20.980	24.356	
Total (MGY)	185.243	201.468	212.910	190.206	186.045	

Peak Monthly Demand = (highest month in the past five years)  
 = 25.90 MGM (value D4), Month Aug, Year 2015

Peak Daily demand = (Peak Monthly Demand divided by the number of days in that month)  
 = 25.90 ÷ 31 days  
 = 0.836 MGD (value D3), Month Aug, Year 2015

Peak Yearly Demand = (highest yearly total in the past five years)  
 = 212.91 MGY (value D5), Year 2016

Does the water system have any bulk Sales Contracts with other Water Systems? Yes:  No:

If No, go to section C4

**2. Contracts\* (Sales Contracts Only)**

List all the existing Sale Contracts

Supplier (PWSID - PWS Name)	Hydraulic Capacity (MGD)	Contract Type (Bulk, Emergency)	Contract Effective Date	Contract Expiration Date	Peak Day Contract Limit (MGD)	Peak Month Contract Limit (MGM)	Yearly Contract Limit (MGY)
Totals							

\*Attach separate sheet in the same format for additional contracts



**3. Constrained Capacity Evaluation**

Constrained Monthly limit = 90% of the Total System Monthly Supply Capacity  
 = \_\_\_\_\_ (value C2) x 0.9 = \_\_\_\_\_ MGM (value 13)

Is the Peak Monthly Demand \_\_\_\_\_ (value D4)  
 less than or equal to the "Constrained Monthly Limit" \_\_\_\_\_ (value 13)? Yes:  No:

Constrained Annual limit = 90% of the Total System Annual Supply Capacity  
 = \_\_\_\_\_ (value C3) x 0.9 = \_\_\_\_\_ MGY (value 14)

Is the Peak Annual Demand \_\_\_\_\_ (value D5)  
 less than or equal to the "Constrained Annual Limit" \_\_\_\_\_ (value 14)? Yes:  No:

If you answered No to either of the questions.

Does the Water System have an approved "Five Year Demand-Resource Evaluation" Report? Yes:  No:

If Yes, provide the Letter Approval Number: \_\_\_\_\_

If No, has the Water System received prior approval to submit this permit application? Yes:  No:

If Yes, provide the Letter Approval Number: \_\_\_\_\_

If No, this permit will be determined as Administratively Incomplete and may be Returned.

**4. Previously Allocated Demands**

List all the permits that have a demand associated with them that have been already approved, but not yet constructed, or are currently under review with the Bureau:

Permit Number	Permit Effective Date	Permit Expiration Date	Average Daily Demand (as defined in the permit) (MGD)	Peak Daily Demand (as defined in the permit) (MGD)
WCP150001	4/9/2015	4/9/2020	0.02520	0.076
WCP170001	1/24/2018	1/23/2023	0.00823	0.025
Authorized connections that do not require a SDW Permit				
Total Previously Allocated Demand			0.0334	0.101

Value D6

Value D7

**D. New Total System Demand:**

New Estimated Total Daily Peak System Demand = Value D2 + Value D3 + Value D7  
 = 0.054 + 0.836 + 0.101 = 0.991 **MGD (Value T1)**  
(nearest 1000gal i.e. 3 decimals)

New Total Monthly Peak System Demand = Value D4 + (Value D1 + Value D6) x days x monthly peaking factor  
 = 25.90 + ( 0.018 + 0.0334 ) x 31 x 1.5 = 28.29 **MGM (Value T2)**  
(nearest 10,000gal i.e. 2 decimals)

New Total Annual Peak System Demand = Value D5 + (Value D1 + Value D6) x days  
 = 212.91 + ( 0.018 + 0.0334 ) x 365 = 231.7 **MGY (Value T3)**  
(nearest 100,000gal i.e. 1 decimal)

**E. System Capacity Evaluation:**

Is the (New Total Daily Peak System Demand) 0.991 (Value T1)  
 less than (Total System Supply Firm Capacity) 1.076 (Value C1)? **Yes:**  **No:**

Is the (New Total Monthly Peak System Demand) 28.29 (Value T2)  
 less than (Total System Supply Monthly Capacity) 30 (Value C2)? **Yes:**  **No:**

Is the (New Total Annual Peak System Demand) 231.7 (Value T3)  
 less than (Total System Supply Annual Capacity) 285 (Value C3)? **Yes:**  **No:**

Note that if the allocated demand associated with this and prior unconstructed permits exceeds the "constrained capacity" values then the permittee may be required via permit conditions to implement the required "Five Year Demand-Resource Evaluation"

If you have answered No to any of these three questions then the water system does not have the capacity to provide water for this permit application and **the application package will be returned.**

**F. APPLICANT'S CERTIFICATION**

I certify under penalty of law that the information provided in this document is true, accurate and complete. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate or incomplete information.

Mitchell Stern

Type: Name

Borough Manager

Type: Position

\_\_\_\_\_

\*Signature of Applicant/ Owner's Authorized Representative

\_\_\_\_\_

Date of Application



**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF WATER SYSTEM ENGINEERING  
SIMPLIFIED WATER MAIN CERTIFICATION  
(N.J.A.C. 7:10-11.10(b)1)**

Mountain Lakes Water Department

NJ1425001

Water Purveyor

PWSID#

**A. Safe Drinking Water Program Specific Administrative Review**

Only the following information shall be submitted for a Simplified Water Main Certification.

1. Completed Standard Application Form to Construct/ Modify/ Operate Public Water Works Facilities or 50 or more Realty Improvements, Form PA-01.
2. Completed Technical Review Form PA-10B bearing the signature and seal of a New Jersey Professional Engineer and the signature of the water system representative.
3. Completed Technical Review Form PA-05E (firm source capacity and allocation analysis) bearing the signature and seal of a New Jersey Professional Engineer and the signature of the water system representative.
4. Permit application review fee of \$250.
5. One (1) set of plans showing the location of existing and proposed water mains bearing the signature and seal of a New Jersey Licensed Professional Engineer prepared as outlined at N.J.A.C. 7:10-11.5(i). Any endorsement shall be Water Supply specific. Endorsements such as "Final for Sewer" are not acceptable for water supply applications.
6. An electronic copy, in pdf format, of the application including Technical Review Forms and plans. These electronic documents are submitted on CD with the application. Do not include an image of the check or other personally identifiable information otherwise the application will be Administratively Deficient until corrected.

**NOTES:**

All application documents are public records. Drawings and documents marked 'Proprietary/confidential' or with other similar restrictions shall not be submitted, or will be returned as administratively deficient, without prior written approval of the Bureau.

Plans that include soil, landscaping, lighting, demolition etc. (i.e. other than those related to water main construction) shall be returned in their entirety as Administratively Deficient requesting only those that relate to the water mains.

Any standard application / review form more than 6 months out of date will be determined as an Administrative Deficiency requiring the current form to be completed and submitted.

Simplified Water Main Certifications do NOT require Engineer' Reports and Specifications to be included.

**B. Planning Area Applicability**

1. Is project activity located in the Highlands Preservation Area?  Yes or  No  
 If yes, is the application exempt from Highlands Act Rules?  Yes or  No  
 If yes, submit documentation demonstrating that the project activity is exempt.

**Note:** The permit application will be returned to the applicant if the project is located within the Highlands Preservation Area and not exempt from the Highlands Act. For these project activities, a Water Main Extension Permit application must be submitted as part of a HPA.

2. Is the project activity located in the Pinelands Planning Area?  Yes or  No  
 If yes, have you included one of the following:
- a. Pinelands Certificate of Filing  Yes or  No
  - b. Letter of Exemption for Pinelands Review  Yes or  No
  - c. Public Development Approval  Yes or  No

**Note:** The permit application will be returned to the applicant if the project is located within the Pinelands Planning Area and one of the above documents is not submitted.

3. Is the project activity consistent with the Area-wide Water Quality Management Plan?  Yes or  No

**Note:** The permit application will be returned to the applicant if the project is not consistent.

**C. Simplified Water Main Certification Applicability**

1. Does the project propose new residential service to more than 30 realty improvements but fewer than 50 service connections and requires 3,000 feet or less of water mains and does not include other distribution system infrastructure such as; interconnections, pump stations or storage tanks?  Yes or  No
2. Will the project generate a new non-residential average demand greater than 12,000 gallons per day determined pursuant to Table 1 at N.J.A.C. 7:10-12.6(b) and require water mains less than 3,000 feet in length?  Yes or  No

**Note:** If you answered no to both questions the project is not eligible for a Simplified Water Main Certification.

**D. Water Main Details**

Piping Information:	Diameter (in.)	Length (LF)	Material
	4	12	Class 52 DIP
	6	456	Class 52 DIP
	<b>Total Length (LF)</b>		
		468 (total, see below)	

**Comments**

The proposed work consists of approximately 456 LF of 6" Class 52 DIP, 12 LF of 4" Class 52 DIP, and one fire hydrant to serve the assisted living facility containing 90 units within a 3 story ±81,200 square foot building.

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(Demand details shall be recorded on the PA-05E)

**E. Construction Standards**

**The undersigned hereby certifies that the proposed water main extensions will be constructed in conformance with the requirements of N.J.A.C. 7:10-11.10 et. seq. and specifically that:**

- |   | YES                                 | NO                                  | N/A |
|---|-------------------------------------|-------------------------------------|-----|
| 1. In accordance N.J.A.C. 7:10-11.10(c) the water system has the:   |                                     |                                     |     |
| a. Firm source capacity for the estimated new peak daily demand? (N.J.A.C. 7:10-11.5(e)1)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | *   |
| b. Monthly allocation to meet the estimated new peak monthly demand? (N.J.A.C. 7:10-11.5(e)2)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | *   |
| c. Annual allocation to meet the estimated new peak year demand? (N.J.A.C. 7:10-11.5(e)2)   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | *   |
| 2. Does the application ONLY include Service Lines?<br>If Yes go to question 7. If no go to question 3.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |     |
| 3. In accordance with N.J.A.C. 7:10-11.10(d) the distribution water mains have been designed to:  |                                     |                                     |     |
| a. Maintain a minimum pressure of 20 psi at street level under all flow conditions?   | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| b. Be at least six inches in diameter?  | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| 4. In accordance with N.J.A.C. 7:10-11.10(e) the distribution water mains have been designed to:  |                                     |                                     |     |
| a. Limit maximum flow velocity to 5 fps or less for mains up to 16 inches in diameter?  | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| b. As far as practicable eliminate dead ends by being laid in a loop system?  | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| c. Have a fire hydrant or flushing device with flow greater than 2.5 fps installed on any dead end?   | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| d. Be covered with a minimum of 3.5 feet of earth?  | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| e. Provide adequate separation of water mains and sanitary or industrial sewers and protection of water main crosses sanitary / industrial sewers?  | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| g. Include n-1 valves at intersections of water mains?  | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| 5. In accordance with N.J.A.C. 7:10-11.10(g) the distribution water mains have, as applicable, been designed to provide sanitary protection to the water during maintenance by:   |                                     |                                     |     |
| a. All chambers or pits containing gate valves; air-relief valves; blowoffs; meters being properly drained?   | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| b. Any blowoffs; air-relief valves; flushing devices or hydrant drains not being directly connected to a storm or sanitary sewer?   | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| c. The open end of any automatic air-relief pipes being extended one foot above grade and are provided with downfacing elbow or mushroom cap and provided with an insect screen?  | <input type="checkbox"/>            | <input type="checkbox"/>            | *   |
| 6. Are there any proposed surface water crossings?<br>If Yes, have they been pre-approved by the Bureau of Water System Engineering?<br>Approval letter number _____<br>If No, either obtain pre-approval or submit a standard water main extension application.    | <input type="checkbox"/>            | <input type="checkbox"/>            |     |
| 7. In accordance with N.J.A.C. 7:10-11.10(e)7 are the water services designed to conform to the requirements of the Plumbing Sub code of the NJ State Uniform Construction Code?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | *   |
| 8. Is there any new construction that results in materials being in contact with potable water?<br>If Yes, do the specifications and contract documents require that those materials be disinfected prior to use in accordance with N.J.A.C. 7:10-11.6(d)?          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |     |
| 9. Does any service line supplied by this water main extension serve a facility with an unapproved water supply?<br>If YES then either provide the physical connection permit number: _____<br>or an application for a physical connection permit must be submitted | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |     |

**If you have answered NO to any of the construction standard questions above marked \* then the design deviates from the standards and a full Water Main Extension permit application must be submitted whereby the deviation can be explained in the Engineer's report.**



**BOROUGH OF MOUNTAIN LAKES  
COUNTY OF MORRIS**

**RESOLUTION 129-19**

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR  
TREATMENT WORKS APPROVAL WITH THE STATE OF NEW  
JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
(SUNRISE DEVELOPMENT INC. / 1 OLD BLOOMFIELD AVENUE)**

**WHEREAS**, there is a need to apply for a Treatment Works Approval from the State of New Jersey Department of Environmental Protection Division of Water Quality in connection with the development of “Sunrise Development Assisted Living Facility” –Sunrise Development Inc. (Block 118.04, Lot 2.01 as shown on the Tax Map of the Borough of Mountain Lakes); and

**WHEREAS**, the Borough of Mountain Lakes is required to consent to the filing of an application for Treatment Works Approval Permit Application.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that the appropriate municipal officials are hereby authorized to execute the Consent by the Governing Body for the application for the Treatment Works Approval Permit for “Sunrise Development Assisted Living Facility” –Sunrise Development Inc. (Block 118.04, Lot 2.01 in the Borough of Mountain Lakes.

Council Member	By:	2 <sup>nd</sup>	Yes	No	Abstain	Absent
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						
Barnett						

I, Marcy Gianattasio, RMC, Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, in the State of New Jersey, certify this to be a true copy of the Resolution adopted at the regularly scheduled session of the Borough Council held on September 9, 2019.

---

ANDERSON & DENZLER ASSOCIATES, INC.

CONSULTING ENGINEERS  
519 RIDGEDALE AVENUE  
P.O. BOX 343  
EAST HANOVER, N.J. 07936

CARL E. DENZLER, PRES.  
WILLIAM D. RYDEN, P.E.  
LEON C. HALL, P.E.

TELEPHONE 973 887-2270  
FACSIMILE 973 887-7974  
mail@anderson-denzler.com

August 7, 2019

Mr. Mitchell Stern, Manager  
Borough of Mountain Lakes  
400 Boulevard  
Mountain Lakes, NJ 07046

Re: Sunrise Assisted Living  
Treatment Works Application  
Borough of Mountain Lakes

Dear Mr. Stern:

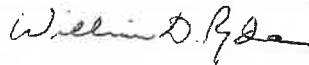
Attached is the Treatment Works Permit application consents Form WQM-003 for the Sunrise Assisted Living Project, as prepared by Maser Consulting. The applicant is seeking DEP approval for 12,000 gallons per day of wastewater flow in accordance with the requirements of the 4-25-19 Planning Board resolution.

I find the application to be in order and therefore I would recommend that you endorse the application as requested by the applicant and sign the form on pages 1 & 3 at the marked locations.

The application must also be endorsed and signed by Parsippany, and I would ask that you forward the form to Joseph Beckmeyer at the Sewer Utility for his review and action.

I trust that the above is satisfactory.

Very truly yours,  
ANDERSON & DENZLER ASSOCIATES, INC.



William D. Ryden, P.E.  
Borough Engineer

WDR:mk/ML2625  
Attachment



STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Division of Water Quality

Reset Form

**STATEMENTS OF CONSENT**

*A supplement to the TWA-1 or NJPDES-1 Forms*

**General Information**

Applicant/Owner/Operator Sunrise Development Inc.

Location of Work Site 1 Old Bloomfield Ave (Block 118.04; Lot 2.01), Mountain Lakes, Morris County

Name of Project/Facility Sunrise Development Inc. Assisted Living Facility

Type of permit application TWA  
(TWA, NJPDES/SIU)

NJPDES Permit Number (if applicable) NJ0024970

**A-1 Consent By Governing Body\*\***

(Consent by the municipality in which the project is located.)

**As an authorized representative of the governing body, I hereby certify that the**

Borough of Mountain Lakes

(Name of Municipality or Municipal Authority)

**consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances.**

Signed\* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position \_\_\_\_\_

**\* Cite authorization to sign for the governing body**

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_  
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

**\*\* Note**

For most Treatment Works Approval (TWA) applications, this section may be omitted if a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality. In such cases, the governing body consent requirement may be satisfied by completing Section A-2. Applicants for TWAs for industrial/commercial facilities discharging pursuant to NJPDES/DSW or DGW permits must complete section A-1.

**A-2 Consent by Sewerage Authority\*\***

**As an authorized representative of this agency, I hereby certify that the**

N/A

(Name of Agency)

**consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency.**

Signed\* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position \_\_\_\_\_

**\* Cite authorization to sign for the agency**

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_  
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

**\*\* Note**

For TWA applications, this section must be completed when a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality.

**A-3 Consent by Owner of Wastewater Treatment Facility\*\***

(For NJPDES/SIU applications only)

**As an authorized representative of this agency, I hereby certify that the**

N/A

(Name of Agency)

**consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency and the agency agrees to accept wastewater from the project for treatment.**

Signed\* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position \_\_\_\_\_

**\* Cite authorization to sign for the agency**

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_  
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Agency's full resolution, consenting to the project, must be submitted with the application.)

**\*\* Note**

For NJPDES/SIU applications, this section must be completed when the owner of the receiving wastewater treatment plant is different that the entity listed under A-2.

**B. Certification by Wastewater Conveyance System Owner\*\***

By agreeing to accept wastewater from the project, I (we) hereby certify that to the best of my (our) knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I (we) am (are) not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant.

Name of Municipality or Authority Borough of Mountain Lakes

Signed \* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position \_\_\_\_\_

\* Cite authorization to sign for the governing body

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

1. For TWA applications, this section must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.

2. For NJPDES/SIU applications, this section must be completed when the owner/operator wastewater conveyance system into which the project named herein will directly connect is different that the entity listed under A-3.

**C. Certification by Wastewater Treatment Facility Owner\*\***

(For TWA applications that include a sewer connection/extension.)

I (we) hereby certify that the committed flow\*\*\* to the \_\_\_\_\_

(Name of Wastewater Treatment Plant)

does not exceed the presently permitted design capacity and with the additional flow proposed by this application, the permitted design capacity is not anticipated to be exceeded. I (we) further certify that the treatment plant is currently complying with its conventional and non-conventional NJPDES permit requirements (see N.J.A.C. 7:14A-22.17(b)-(d), percent removal and toxicity requirements excluded from this certification) as determined by a rolling average of the three most recent monthly discharge monitoring reports that were required to be submitted to the Department as of this date, and based upon my (our) assessment of all information pertinent to this permit request, is anticipated to continue to do so with the additional flow from this project.

Accepted for Treatment by \_\_\_\_\_

(Name of Treating Authority)

Signed \* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position \_\_\_\_\_

Name of project and/or location \_\_\_\_\_

\* Cite authorization to sign for the governing body

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

\*\* For TWA applications, this section must be completed by the owner of the wastewater treatment facility receiving the wastewater identified in this application.

\*\*\* For the purposes of this certification, committed flow means the sum of the 1) actual metered flow, 2) flow from DEP approved TWA applications (not yet operational), and 3) flow from locally approved projects that do not require DEP approval.

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### **Additional Information (For TWA Applications)**

1. Approvals, permits, service contracts, or other reservations of flow capacity issued or agreed to by any participating municipality or sewerage agency do not constitute the required approval of the DEP.
2. For computation of actual flow at the receiving wastewater treatment plant, the average flow processed by the facility for the three (3) month period immediately preceding the submission of the application shall be used. Pursuant to the NJPDES regulations (N.J.A.C. 7:14A), no application shall be submitted to the DEP if the wastewater treatment facility is not meeting its discharge permit requirements.

### **Lack of Consent\***

1. The affected sewerage authority or municipality must consent to the application or submit comments to the DEP within 60 days of the applicant's request for consent. Prior to the expiration of the 60-day period to respond to a request for a written statement of consent, the municipality or sewerage authority may request a 30-day time extension.
2. Any document issued by a sewerage authority or municipality which is a tentative, preliminary, or conditional approval shall not be considered a statement of consent.
3. When the affected sewerage authority or municipality does not consent to a project, it shall state all reasons for rejection or disapproval in a resolution and send a certified copy of the resolution to the DEP.
4. When the affected sewerage authority or municipality expressly denies a request for a written statement of consent for a project, the permit application may be determined by the DEP to be incomplete for processing; or in the alternative, the DEP may review the reasons for denial. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-15.6, or a Treatment Works Approval or sewer connection approval in accordance with N.J.A.C. 7:14A-22.
5. When the affected sewerage authority or municipality does not issue a written statement of consent in accordance with (1) above, or a denial in accordance with (3) above, the DEP, upon receipt of proof that the applicant has delivered to the affected agency a written request for a statement of consent, shall review the reasons therefore, if known on the basis of reasonably reliable information. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-15.6, or a Treatment Works Approval in accordance with N.J.A.C. 7:14A-22. The DEP, may in its discretion, deem the application to be incomplete pending the expiration of the time period set forth in (1) above.

\* This section has been excerpted from the NJPDES regulations for guidance purposes only. Please refer to N.J.A.C. 7:14A-22.8(a)3 for the complete requirements concerning statements of consent.

**Notice: False statements, representations, or certifications, in any application, record, or document are subject to fines and penalties as set forth in the Water Pollution Control Act (N.J.S.A. 58:10A-10F 2 and 3.**

**BOROUGH OF MOUNTAIN LAKES  
COUNTY OF MORRIS**

**RESOLUTION 130-19**

**RESOLUTION AUTHORIZING THE EXECUTION OF A LANDSCAPE  
MAINTENANCE AGREEMENT BETWEEN THE BOROUGH OF  
MOUNTAIN LAKES AND SUNRISE DEVELOPMENT, INC.**

**WHEREAS**, as a condition of preliminary and final site plan approval granted by the Planning Board of the Borough of Mountain Lakes on April 25, 2019 for the development an assisted living facility on Block 118.04, Lot 2.01, Sunrise Development, Inc. is required to file a Restrictive Covenant in the form of a Landscape Maintenance Agreement which requires that the owners and/or occupants of the subject property maintain certain landscaping improvements on an ongoing basis; and

**WHEREAS**, Sunrise Development, Inc. has presented a Landscape Maintenance Agreement in compliance with the Planning Board requirement for acceptance by the Borough of Mountain Lakes.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that the appropriate municipal officials are hereby authorized to execute the Landscape Maintenance Agreement between the Borough of Mountain Lakes and Sunrise Development, Inc. in the form attached hereto.

Council Member	By:	2 <sup>nd</sup>	Yes	No	Abstain	Absent
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						
Barnett						

I, Marcy Gianattasio, RMC, Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, in the State of New Jersey, certify this to be a true copy of the Resolution adopted at the regularly scheduled session of the Borough Council held on September 9, 2019.

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## **LANDSCAPE MAINTENANCE AGREEMENT**

**WHEREAS**, SUNRISE DEVELOPMENT, INC., a Virginia Corporation with offices at 7902 West Park Drive, McLean, Virginia 22102 (“Sunrise”), is the owner of the real property designated as Block 118.04, Lot 2.01 as shown on the Tax Map of the Borough of Mountain Lakes, County of Morris, State of New Jersey (hereinafter, the “Property”); and

**WHEREAS**, as a condition of the Preliminary and Final Site Plan approval granted by the Planning Board of the Borough of Mountain Lakes on April 25, 2019 for the development of an assisted living facility on the Property (the “Approval”), Sunrise is required to file a Restrictive Covenant in a form of the Landscaping Maintenance Agreement which requires the lot owners and/or leased occupants of the Property to maintain certain landscaping improvements on an ongoing basis.

**NOW, THEREFORE**, in consideration of the promises, covenants, conditions and other good valuable considerations; of the application entitled:

“Preliminary and Final Major Site Plan for Sunrise Senior Living, LLC, Assisted Living Facility, Block 18.04, Lot 2.01, Borough of Mountain Lakes, Morris County, New Jersey”, prepared by Maser Consulting, PA, dated October 31, 2018, and revised through July 18, 2019;

Sunrise hereby declares that the Property shall be held, sold and conveyed subject to the following restrictions, covenants, conditions and easements which shall run with the land and be binding upon all parties who have any right, title or interest in the land, or any part thereof, their heirs, executors, administrators, successors and assigns and shall inure to their benefit; and the benefit of the Borough of Mountain Lakes Planning Board:

1. After the landscaping plans authorized by the Approval are implemented and any and all planted buffer and landscape screening is installed, the owner of the Property shall be responsible for the continuing and perpetual maintenance of the planted buffer and landscape screening located on the Property in accordance with the Approval and as further depicted on the site plan entitled “Preliminary and Final Major Site Plan for Sunrise Senior Living, LLC, Assisted Living Facility, Block 18.04, Lot 2.01, Borough of Mountain Lakes, Morris County, New Jersey”, prepared by Maser Consulting, PA, dated October 31, 2018, and revised through July 18, 2019, which was approved by the Borough of Mountain Lakes Planning Board on April 25, 2019. Any

replacement plantings shall be installed as per the size denoted on the approved plan.

2. In the event that the owner shall fail to maintain the planted buffer and landscape screening in reasonable order and condition, as may be determined periodically by a designee of the Borough of Mountain Lakes and/or the Mountain Lakes Planning Board, the designee of the Borough of Mountain Lakes and/or the Mountain Lakes Planning Board (collectively, the "Borough") may serve a written notice to the owner setting forth the manner in which the owner has failed to maintain the planted buffer and landscape screening in reasonable condition, and said notice shall include a demand that such deficiencies of maintenance be cured within thirty-five (35) days thereof if within that individual plant's growing season or within thirty-five (35) days of the start of the next growing season. If the deficiencies set forth in the original notice or in the modification thereof shall not be corrected within said period or any permitted extension thereof, the Borough, in order to preserve the planted buffer and landscape screening, may enter upon and maintain same for such period of time as the Borough may determine in its sole judgment.

**IF**, the Borough enters upon or maintains the planted buffer and landscape screening in accordance with Section 2 above, then any cost and expenses shall be at the sole cost and expense of the owner and shall become a lien on the Property enforceable as a municipal charge. The Borough and/or its agents and/or its designees shall be held harmless and free of any liability of any kind whatsoever by the owner from any and all acts taken under the authority of this Landscape Maintenance Agreement if such actions are taken in good faith and without negligence by the entering party.

SIGNATURE PAGE FOLLOWS.





**BOROUGH OF MOUNTAIN LAKES  
COUNTY OF MORRIS**

**RESOLUTION 131-19**

**RESOLUTION AUTHORIZING THE EXECUTION OF A DEED  
RESTRICTION REQUIRING AFFORDABLE UNITS IN ASSISTED  
LIVING RESIDENCES BETWEEN THE BOROUGH OF MOUNTAIN  
LAKES AND SUNRISE DEVELOPMENT, INC.**

**WHEREAS**, as a condition of preliminary and final site plan approval granted by the Planning Board of the Borough of Mountain Lakes on April 25, 2019 for the development an assisted living facility on Block 118.04, Lot 2.01, Sunrise Development, Inc. is required to file a Deed Restriction Requiring Affordable Units in Assisted Living Residences; and

**WHEREAS**, Sunrise Development, Inc. has presented a Deed Restriction Requiring Affordable Units in Assisted Living Residences in compliance with the Planning Board requirement and the Fair Share Housing Plan of the Borough of Mountain Lakes for acceptance by the Borough of Mountain Lakes.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that the appropriate municipal officials are hereby authorized to execute the Deed Restriction Requiring Affordable Units in Assisted Living Residences between the Borough of Mountain Lakes and Sunrise Development, Inc. in the form attached hereto.

Council Member	By:	2 <sup>nd</sup>	Yes	No	Abstain	Absent
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						
Barnett						

I, Marcy Gianattasio, RMC, Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, in the State of New Jersey, certify this to be a true copy of the Resolution adopted at the regularly scheduled session of the Borough Council held on September 9, 2019.

---

**DEED RESTRICTION REQUIRING AFFORDABLE UNITS IN  
ASSISTED LIVING RESIDENCES  
Block 118.04, Lot 2.01  
Borough of Mountain Lakes, New Jersey**

**THIS DEED RESTRICTION** (this “Agreement”), is made and entered into as of \_\_\_\_\_, \_\_\_\_, 2019, between the BOROUGH OF MOUNTAIN LAKES (the “Municipality”), a body politic and corporate and an instrumentality exercising public and essential governmental functions of the State of New Jersey, and SUNRISE DEVELOPMENT, INC. (together with its successors and assigns, the “Owner”), a corporation organized and existing pursuant to the laws of the State of Virginia, duly authorized to transact business in the State of New Jersey pursuant to the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 et seq., (the “Act”), and the regulations promulgated thereunder by the New Jersey Council on Affordable Housing (“COAH”) for the purpose of qualifying the Municipality to receive credit for age-restricted affordable housing provided by the Owner in a licensed assisted living facility.

In consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Municipality and the Owner hereby agree as follows:

1. The real estate, including the land and all improvements thereto as more specifically described on Schedule A attached hereto, which shall be referred to hereinafter as the “Property,” shall be developed and used by Owner as a licensed assisted living residence and twelve (12) of the one hundred and twenty (120) units in the facility (the “Affordable Units”) must be reserved for Medicaid recipients. The Affordable Units are to be eligible for COAH credit as provided by N.J.A.C. 5:93-5.16, as it may from time to time be supplemented, supplanted or amended.
2. Rents and fees charged for food and services to residents of the Affordable Units shall be affordable as provided in N.J.A.C. 5:93-5.16(c), as may be applicable, as it may from time to time be supplemented, supplanted or amended, and rent increases shall be considered based upon the entire fee package for rent, food and services.
3. The covenants, reservations and restrictions set forth in this Agreement shall be deemed covenants running with the land and shall pass to and be binding upon the Owner, and the Owner’s assigns and successors in title to the Property. Each and every contract, deed, mortgage or other instrument hereafter executed covering, pertaining to or conveying the land or any improvements thereto, and any portion thereof, shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage or other instruments. If a portion or portions of the Property is conveyed, all such covenants, reservations and restrictions shall run to each portion of the Property.

4. This Agreement shall be legally enforceable and binding upon the Owner pursuant to the Act for the thirty (30) year period beginning on the date of this Agreement, and shall remain in full force and effect despite the entry of any judgment of foreclosure with respect to any mortgage or other lien secured by the Property.
5. As required by N.J.A.C. 5:93-5.16(h), as it may from time to time be supplemented, supplanted or amended, the New Jersey Housing and Mortgage Finance Agency has been contracted to administer and monitor the low and moderate income apartments in an assisted living residence.

**IN WITNESS WHEREOF**, this Agreement is duly executed by the Owner and Municipality on the date first set forth above and by signing below, the Owner acknowledges that it has received a true copy of this Agreement, without charge.

WITNESSED OR ATTESTED BY:

MUNICIPALITY  
**BOROUGH OF MOUNTAIN LAKES**

\_\_\_\_\_  
Marcy Gianattasio, Clerk

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

WITNESSED OR ATTESTED BY:

OWNER  
**SUNRISE DEVELOPMENT, INC.**

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

\_\_\_\_\_  
Jerry Liang, Senior Vice President of  
Investments & Development

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_

:

: SS.

COUNTY OF \_\_\_\_\_

:

On the \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be \_\_\_\_\_ of Sunrise Development, Inc., a \_\_\_\_\_ corporation, and who acknowledged that s/he, being authorized to do so, executed the foregoing instrument as the act and deed of the company for the purposes therein contained by signing the name of the company by himself/herself a \_\_\_\_\_, and desired that the same might be recorded as such.

**SWORN TO AND SUBSCRIBED**

before me, this \_\_\_\_ day of

\_\_\_\_\_

\_\_\_\_\_  
Notary Public or Attorney

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

**RESOLUTION 122-19**

**MEMBERSHIP RENEWAL IN THE MORRIS COUNTY MUNICIPAL JOINT  
INSURANCE FUND**

**WHEREAS**, the Borough of Mountain Lakes is a member of the Morris County Municipal Joint Insurance Fund; and

**WHEREAS**, said renewed membership terminates as of December 31, 2019 unless earlier renewed by agreement between the Municipality and the Fund; and

**WHEREAS**, the Municipality desires to renew said membership;

**NOW, THEREFORE, BE IT RESOLVED** as follows:

1. The Borough of Mountain Lakes agrees to renew its membership in the Morris County Municipal Joint Insurance Fund and to be subject to the Bylaws, Rules and Regulations, coverages, and operating procedures thereof as presently existing or as modified from time to time by lawful act of the Fund.
  
2. The Mayor and the Clerk shall be and hereby are authorized to execute the agreement to renew membership annexed hereto and made a part hereof and to deliver same to the Morris County Municipal Joint Insurance Fund evidencing the Municipality's intention to renew its membership.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on September 9, 2019.

\_\_\_\_\_  
Marcy Gianattasio, Municipal Clerk

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

**Morris County Municipal Joint Insurance Fund**  
9 Campus Drive, Suite 216  
Parsippany, NJ 07054  
Telephone: (201) 881-7632 Fax: (201) 881-7633

July 24, 2019

Mr. Mitchell Stern  
Mountain Lakes Borough  
400 Boulevard  
Mountain Lakes, NJ 07046

Re: 2020 Membership Renewal

Dear Mitchell:

In reviewing the Fund's records Mountain Lakes Borough's membership in the Morris County Municipal Joint Insurance Fund expires at the end of the year. Attached is the renewal resolution to confirm your membership after that date.

Please execute the Resolution to Renew and Agreement to Renew and return to the Fund office by October 1, 2019.

Please advise if we can be of any assistance.

Sincerely,  
MORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND

*Jaine Testa*

Jaine Testa  
Customer Service Representative  
PERMA Risk Management Services

Enc.

cc: Mark Todisco/Donna DiDemenico, Risk management consultants  
The Chadler Group



## AGREEMENT TO RENEW MEMBERSHIP IN THE MORRIS COUNTY MUNICIPAL JOINT INSURANCE FUND

WHEREAS, the Morris County Municipal Joint Insurance Fund (hereinafter the Fund) is a duly chartered Municipal Insurance Fund as authorized by NJSA 40A:10-36 et seq., and;

WHEREAS, Mountain Lakes Borough is currently a member of said Fund, and;

WHEREAS, effective December 31, 2019, said membership will expire unless earlier renewed, and;

WHEREAS, the Governing Body of Mountain Lakes Borough has resolved to renew said membership;

NOW THEREFORE, it is agreed as follows:

1. Mountain Lakes Borough hereby renews its membership in the Morris County Municipal Joint Insurance Fund for a three (3) year period, beginning January 1, 2020 and ending January 1, 2023\*.
2. Mountain Lakes Borough hereby ratifies and reaffirms the Indemnity and Trust Agreement, Bylaws and other organizational and operational documents of the Morris County Municipal Joint Insurance Fund as from time to time amended and altered by the Department of Banking and Insurance in accordance with the Applicable Statutes and administrative regulations as if each and every one of said documents were re-executed contemporaneously herewith.
3. Mountain Lakes Borough agrees to be a participating member of the Fund for the period herein provided for and to comply with all of the rules and regulations and obligations associated with said membership.

\*12:01 am

4. In consideration of the continuing membership of Mountain Lakes Borough in the Morris County Municipal Joint Insurance Fund agrees, subject to the continuing approval of the Commissioner of Insurance, to accept the renewal application of Mountain Lakes Borough.
5. Executed the \_\_\_\_\_ day of \_\_\_\_\_, 2019 as the lawful and binding act and deed of Mountain Lakes Borough, which execution has been duly authorized by public vote of the governing body.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST

\_\_\_\_\_  
**MORRIS COUNTY MUNICIPAL  
JOINT INSURANCE FUND**

**BOROUGH OF MOUNTAIN LAKES**

**RESOLUTION 132-19**

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$791,540  
BOND ANTICIPATION NOTES OF THE BOROUGH OF MOUNTAIN LAKES, IN THE  
COUNTY OF MORRIS, NEW JERSEY.**

**BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF  
MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY, AS FOLLOWS:**

Section 1. Pursuant to a bond ordinance of the Borough of Mountain Lakes (the “Borough”) entitled: “Bond ordinance appropriating \$1,178,200, and authorizing the issuance of \$791,540 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey”, finally adopted on July 23, 2018 (4-18), bond anticipation notes of the Borough in a principal amount not exceeding \$791,540 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 2. All bond anticipation notes (the “notes”) issued hereunder shall mature at such times as may be determined by the treasurer, the chief financial officer or the acting chief financial officer of the Borough (the “Chief Financial Officer”), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer and shall be signed and sealed by officials and officers of the Borough in any manner permitted by N.J.S.A. §40A:2-25. The Chief Financial Officer shall determine all matters in connection with the notes issued hereunder,

and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes at not less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes hereunder is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 3. Any note issued pursuant to this resolution shall be a general obligation of the Borough, and the Borough's faith and credit are hereby pledged to the punctual payment of the principal of and interest on said obligations and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. The Chief Financial Officer is hereby authorized and directed to do all other matters necessary, useful, convenient or desirable to accomplish the delivery of said notes to the purchasers thereof as promptly as possible, including (i) the preparation, execution and dissemination of a Preliminary Official Statement and Final Official Statement with respect to said notes, (ii) preparation, distribution and publication, if necessary, of a Notice of Sale with respect to said notes, (iii) execution of a Continuing Disclosure Undertaking, with respect to said notes in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission and (iv) execution of an arbitrage and use of proceeds certificate certifying that, among other things, the Borough, to the extent it is empowered and allowed under applicable law, will do and

perform all acts and things necessary or desirable to assure that interest paid on said notes is not included in gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 5. All action heretofore taken by Borough officials and professionals with regard to the sale and award of the notes is hereby ratified, confirmed, adopted and approved.

Section 6. This resolution shall take effect immediately.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_,

the foregoing resolution was adopted by the following vote:

**AYES:**

**NOES:**



A NEW YORK LIMITED LIABILITY PARTNERSHIP

PHONE: 973-642-8584  
FAX: 973-642-6773

ONE GATEWAY CENTER, 24TH FLOOR  
NEWARK, NJ 07102  
WWW.HAWKINS.COM

DIRECT: (973) 642-8677  
E-MAIL: MLOUCOPOLOS@HAWKINS.COM

NEW YORK  
WASHINGTON  
NEWARK  
HARTFORD  
LOS ANGELES  
SACRAMENTO  
SAN FRANCISCO  
PORTLAND  
ANN ARBOR

C. STEVEN DONOVAN  
ROBERT H. BEINFELD  
ERIC J. SAPIR  
CHARLES G. TOTO  
KRISTINE L. FLYNN  
DAVID S. HANDLER  
MICHELLE A. LOUCOPOLOS  
ROBERT A. ERNST  
MEGAN I. SARTOR  
NILES B. MURPHY

August 19, 2019

Borough of Mountain Lakes,  
in the County of Morris, New Jersey

Ms. Monica Goscicki  
Chief Financial Officer  
Borough Hall  
400 Boulevard  
Mountain Lakes, New Jersey 07046-1520

Dear Monica:

In accordance with our conversation, I have prepared and am attaching the following items in connection with the upcoming bond anticipation note sale:

(a) In the form of an extract from minutes of a regular meeting on September 9, 2019, a resolution authorizing the issuance of \$791,540 Bond Anticipation Notes under one bond ordinance; and

(b) Notice of Sale and Proposal Form (together with the form of our legal opinion) for use in soliciting bids on September 19, 2019 (we will distribute to potential bidders and ask that you please send to local and deposit banks on or about September 12).

After adoption, I would ask that you please have a certified copy of the resolution forwarded for our records. If either you or others have any questions with regard to the above or the enclosures, please do not hesitate to contact me.

Very truly yours,

*Michelle*

Michelle A. Loucopolos

MAL:cls

Attachments

cc w/atts.: Martin F. Murphy, Esq.  
Ms. Marcy Gianattasio  
Mr. Mitchell Stern

E-mail only

**EXTRACT** from the minutes of a regular meeting of the Borough Council of the Borough of Mountain Lakes, in the County of Morris, New Jersey, held at the Borough Hall, 400 Boulevard, Mountain Lakes, New Jersey, on September 9, 2019, at 8:00 o'clock P.M.

**PRESENT:**

**ABSENT:**

\* \* \*

\_\_\_\_\_ introduced and moved the adoption of the following resolution and \_\_\_\_\_ seconded the motion:

**RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$791,540 BOND ANTICIPATION NOTES OF THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY.**

**BE IT RESOLVED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY, AS FOLLOWS:**

Section 1. Pursuant to a bond ordinance of the Borough of Mountain Lakes (the "Borough") entitled: "Bond ordinance appropriating \$1,178,200, and authorizing the issuance of \$791,540 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey", finally adopted on July 23, 2018 (4-18), bond anticipation notes of the Borough in a principal amount not exceeding \$791,540 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 2. All bond anticipation notes (the “notes”) issued hereunder shall mature at such times as may be determined by the treasurer, the chief financial officer or the acting chief financial officer of the Borough (the “Chief Financial Officer”), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer and shall be signed and sealed by officials and officers of the Borough in any manner permitted by N.J.S.A. §40A:2-25. The Chief Financial Officer shall determine all matters in connection with the notes issued hereunder, and the Chief Financial Officer’s signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes at not less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes hereunder is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 3. Any note issued pursuant to this resolution shall be a general obligation of the Borough, and the Borough’s faith and credit are hereby pledged to the punctual payment of the principal of and interest on said obligations and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 4. The Chief Financial Officer is hereby authorized and directed to do all other matters necessary, useful, convenient or desirable to accomplish the delivery of said notes



to the purchasers thereof as promptly as possible, including (i) the preparation, execution and dissemination of a Preliminary Official Statement and Final Official Statement with respect to said notes, (ii) preparation, distribution and publication, if necessary, of a Notice of Sale with respect to said notes, (iii) execution of a Continuing Disclosure Undertaking, with respect to said notes in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission and (iv) execution of an arbitrage and use of proceeds certificate certifying that, among other things, the Borough, to the extent it is empowered and allowed under applicable law, will do and perform all acts and things necessary or desirable to assure that interest paid on said notes is not included in gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 5. All action heretofore taken by Borough officials and professionals with regard to the sale and award of the notes is hereby ratified, confirmed, adopted and approved.

Section 6. This resolution shall take effect immediately.

Upon motion of \_\_\_\_\_, seconded by \_\_\_\_\_,

the foregoing resolution was adopted by the following vote:

**AYES:**

**NOES:**

**CERTIFICATE**

I, **MARCY GIANATTASIO**, Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, New Jersey, **HEREBY CERTIFY** that the foregoing annexed extract from the minutes of a meeting of the Borough Council of said Borough, duly called and held on September 9, 2019, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Borough, and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of said Borough this 9th day of September, 2019.

**(SEAL)**

---

Marcy Gianattasio  
Borough Clerk

**Ordinance Detail**

<b><u>Number</u></b>	<b><u>Adoption Date</u></b>	<b><u>Current Amount</u></b>	<b><u>Initial Issuance Date and Amount</u></b>	<b><u>Current Paydown</u></b>	<b><u>Aggregate Paydown</u></b>
4-18	07/23/18	\$791,540	10/1/19 - \$791,540	\$0	\$0

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

**NOTICE OF \$791,540 BOND ANTICIPATION NOTE SALE  
(TAX EXEMPT) (BANK QUALIFIED) (NON-CALLABLE)**

Sealed, written, telecopied (telecopier number 973-402-5595), telephoned (telephone number 973-334-3131) or e-mailed (mgoscicki@mtnlakes.org) proposals for the purchase of \$791,540 Bond Anticipation Notes of the Borough of Mountain Lakes, in the County of Morris, New Jersey, will be received by the undersigned Chief Financial Officer at 400 Boulevard, Mountain Lakes, New Jersey 07046-1520 on **Thursday, September 19, 2019** until 11:00 A.M. The Chief Financial Officer accepts no responsibility for the failure of any telecopied or e-mailed bids to be received on time for whatever reason. All telephone bids must be immediately confirmed in writing by telecopy or e-mail. A determination as to the award will be made no later than 1:00 P.M. on that date.

Each bid must offer to purchase the entire Note issue being offered at a price of not less than par and must specify a single rate of interest offered for the Notes. Interest shall be calculated on a 360-day year basis, consisting of twelve 30-day months. Bids may be submitted by completing the attached proposal form and by submitting it in writing, by telecopy or e-mail. The successful bidder may purchase for its own account and not with a view to distribution or resale. The Chief Financial Officer expects to award the Notes to the bidder specifying the lowest net interest payable by the Borough. The Borough reserves the right to reject all bids and to waive irregularities.

**SPECIFICATIONS OF BOND ANTICIPATION NOTES**

Principal Amount	\$791,540
Dated	October 1, 2019
Maturity Date	October 1, 2020
Interest Rate Per Annum	Specified by successful bidder
Legal Opinion	Hawkins Delafield & Wood LLP Newark, New Jersey
Paying Agent	Specified by successful bidder within 2 hours of award, subject to approval of the Chief Financial Officer, at no cost to the Borough.
Closing	
a. date	October 1, 2019; 10:00 A.M.
b. location	Borough of Mountain Lakes, 400 Boulevard, Mountain Lakes, New Jersey, 07046-1520 or at such other place as agreed to by the Chief Financial Officer.
Denominations	Not less than \$100,000, as specified by successful bidder within 2 hours of award, subject to approval of the Chief Financial Officer.
Payment	Immediately available funds
Bank Qualified	Yes

At the time of delivery of the Notes, the successful bidder will be furnished with (a) the opinion of bond counsel (the form of which is attached hereto as Exhibit A), to the effect that (i) the Notes are valid and legally binding obligations of the Borough and, unless paid from other sources, are payable from ad valorem taxes levied upon all the taxable property therein without limitation as to rate or amount and (ii) interest on the Notes will be excludable from gross income for federal income tax purposes and excluded from gross income under the New Jersey Gross Income Tax Act and (b) certificates evidencing the proper execution and delivery of the Notes and receipt of payment therefor and including a statement to the effect that there is no litigation pending or (to the knowledge of the signer or signers thereof) threatened relating to the Notes.

It shall be the responsibility of the successful bidder to obtain CUSIP identification numbers, if any, and the CUSIP Service Bureau charge shall be the responsibility of and shall be paid for by the successful bidder.

Matters relating to the "issue price" of the Notes, including the form of certificate to be delivered by the successful bidder to the Borough, are set forth in Exhibit B attached hereto.

Financial information concerning the Borough is available upon request. For information, please contact the undersigned Chief Financial Officer at mgoscicki@mtnlakes.org or at the following telephone number: 973-334-3131.

**Monica Goscicki**  
Chief Financial Officer  
3306781.1 036349 RSIND

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

**\$791,540 BOND ANTICIPATION NOTES**

**PROPOSAL TO PURCHASE**

The undersigned hereby offers to purchase Bond Anticipation Notes in accordance with the provisions of the Notice of Sale with respect thereto for the following terms:

<b><u>Amount of Notes</u></b>	<b><u>Price (not less than par)</u></b>	<b><u>Rate of Interest Per Annum</u></b>
\$791,540	\$ _____	_____ %

Bidder \_\_\_\_\_

Authorized Signature \_\_\_\_\_

---

**THIS PORTION OF THE PROPOSAL IS NOT PART OF THE BID**

**PLEASE COMPLETE THE FOLLOWING:**

Interest Payable on Notes	\$ _____
Less: Premium (if any)	\$ _____
Net Interest Payable	\$ _____
Net Interest Rate	_____ %

Person to be contacted for closing arrangements:

\_\_\_\_\_

Name

\_\_\_\_\_

Telephone Number

**EXHIBIT A**

Form of Bond Counsel Opinion

# *Hawkins Delafield & Wood LLP*

A NEW YORK LIMITED LIABILITY PARTNERSHIP

ONE GATEWAY CENTER,  
24TH FLOOR  
NEWARK, NJ 07102  
WWW.HAWKINS.COM

October 1, 2019

NEW YORK  
WASHINGTON  
NEWARK  
HARTFORD  
LOS ANGELES  
SACRAMENTO  
SAN FRANCISCO  
PORTLAND  
ANN ARBOR

C. STEVEN DONOVAN  
ROBERT H. BEINFELD  
ERIC J. SAPIR  
CHARLES G. TOTO  
KRISTINE L. FLYNN  
DAVID S. HANDLER

Borough Council of the  
Borough of Mountain Lakes, in the  
County of Morris, New Jersey

Ladies and Gentlemen:

We have acted as bond counsel to the Borough of Mountain Lakes, a municipal corporation of the State of New Jersey, situate in the County of Morris (the "Borough"), and have examined a record of proceedings relating to the issuance by the Borough of a Bond Anticipation Note in the denomination of \$791,540 (the "Note"). The Note is dated October 1, 2019, matures on October 1, 2020, bears interest at the rate of \_\_\_ per centum (\_\_\_%) per annum payable at maturity, is issued in registered form, is transferable as therein provided, and is issued pursuant to the Local Bond Law of the State of New Jersey, and by virtue of a bond ordinance or ordinances of the Borough and a resolution of its governing body adopted September 9, 2019.

The Note is a temporary obligation issued in anticipation of the issuance of bonds.

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Note in order that interest on the Note be and remain excluded from gross income under Section 103 of the Code. We have examined the Arbitrage and Use of Proceeds Certificate of the Borough delivered in connection with the issuance of the Note which contains provisions and procedures regarding compliance with the requirements of the Code. By said Arbitrage and Use of Proceeds Certificate, the Borough has certified that, to the extent it is empowered and allowed under applicable law, it will comply with the provisions and procedures set forth therein and that it will do and perform all acts and things necessary or desirable to assure that interest paid on the Note is excludable from gross income under Section 103 of the Code. In rendering this opinion, we have assumed that the Borough will comply with the provisions and procedures set forth in its Arbitrage and Use of Proceeds Certificate.

In our opinion, the Note is a valid and legally binding obligation of the Borough, payable in the first instance from the proceeds of the sale of the bonds in anticipation of the issuance of which the Note is issued but, if not so paid, payable ultimately from ad valorem taxes which may be levied upon all the taxable property within the Borough without limitation as to rate or amount. The enforceability of rights or remedies with respect to the Note may be limited by bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted.

In our opinion, under existing statutes and court decisions, interest on the Note is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code and interest on the Note is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code. In addition, in our opinion, under existing statutes, interest on the Note is not included in gross income under the New Jersey Gross Income Tax Act.

Attention is called to the fact that we have not been requested to examine and have not examined any documents or information relating to the Borough other than the record of proceedings hereinabove referred to, and no opinion is expressed as to any financial or other information, or the adequacy thereof, which has been or may be supplied to the purchaser of the Note.

We express no opinion as to any other federal, state or local tax consequences arising with respect to the Note, or the ownership or disposition thereof, except as stated above. We render our opinion under existing statutes and court decisions as of the date hereof, and assume no obligation to update, revise or supplement our opinion to reflect any action hereafter taken or not taken, any fact or circumstance that may hereafter come to our attention, any change in law or interpretation thereof that may hereafter occur, or for any other reason. We express no opinion as to the consequence of any of the events described in the preceding sentence or the likelihood of their occurrence. In addition, we express no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, exclusion from gross income for federal income tax purposes of interest on the Note.

We have examined the executed Note and, in our opinion, the form of the Note and its execution are regular and proper.

Very truly yours,



**EXHIBIT B**

Matters Relating to Issue Price  
Including the Form of the Issue Price Certificate

**Establishment of Issue Price (10% Test to Apply if Competitive Sale Requirements are Not Satisfied).** The successful bidder shall assist the Borough in establishing the issue price of the Notes and shall execute and deliver to the Borough at closing an “issue price” or similar certificate, substantially in the form attached hereto, setting forth the reasonably expected initial offering price to the public or the sales price of the Notes, together with the supporting pricing wires or equivalent communications, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the Borough and bond counsel to the Borough.

The Borough intends that the provisions of Section 1.148-1(f)(3)(i) of the Treasury Regulations (defining “competitive sale” for purposes of establishing the issue price of the Notes) (in general, the “Treasury Regulations”) will apply to the initial sale of the Notes (the “competitive sale requirements”) because: (1) the Borough shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters, (2) all bidders shall have an equal opportunity to bid, (3) the Borough may receive bids from at least three underwriters of municipal bonds and notes who have established industry reputations for underwriting new issuances of municipal bonds and notes and (4) the Borough anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in the bid. Unless a bidder is purchasing the Notes for its own account and not with a view to distribution or resale to the public, a bidder by submitting its bid represents that it is an underwriter of municipal bonds and notes that has an established industry reputation for underwriting new issuances of municipal bonds and notes.

In the event that the competitive sale requirements are not satisfied, the Borough shall so advise the successful bidder and, unless the successful bidder is purchasing the Notes for its own account and not with a view to distribution or resale to the public, the Borough shall treat the first price at which 10% of the Notes (the “10% test”) is sold to the public as the issue price. The successful bidder shall advise the Borough if the 10% test is satisfied as of the date and time of the award of the Notes. The Borough will not require bidders to comply with the “hold-the-offering-price rule” described in the Treasury Regulations. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that the Notes will be subject to the 10% test in order to establish the issue price of the Notes.

If the competitive sale requirements are not satisfied (unless the successful bidder is purchasing the Notes for its own account and not with a view to distribution or resale to the public), then until the 10% test has been satisfied, the successful bidder agrees to promptly report to the Borough the price at which the unsold Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until (i) all Notes have been sold or (ii) the 10% test has been satisfied as to the Notes, provided that, the successful bidder’s reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Borough or bond counsel to the Borough.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A) to report the prices at which it sells to the public the unsold Notes allocated to it, whether or not the closing date has occurred, until either all Notes allocated to it have been sold or it is notified by the successful bidder that the 10% test has been satisfied as to the Notes, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the successful bidder, (B) to promptly notify the successful bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below) and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the successful bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such third-party distribution agreement to report the prices at which it sells to the public the unsold Notes allocated to it, whether or not the closing date has occurred, until either all Notes allocated to it have been sold or it is notified by the successful bidder or such underwriter that the 10% test has been satisfied as to the Notes, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the successful bidder or such underwriter.

Sales of any Notes to any person that is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale: (i) "public" means any person other than an underwriter or a related party, (ii) "underwriter" means (A) the successful bidder, (B) any person that agrees pursuant to a written contract with the successful bidder to form an underwriting syndicate to participate in the initial sale of the Notes to the public and (C) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (B) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the public), (iii) "related party" means any entity if an underwriter and such entity are subject, directly or indirectly, to (I) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (II) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another) or (III) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other) and (iv) "sale date" means the date that the Notes are awarded by the Borough to the successful bidder.

**FORM OF ISSUE PRICE CERTIFICATE**

October 1, 2019

Borough Council of the  
Borough of Mountain Lakes,  
in the County of Morris, New Jersey

Hawkins Delafield & Wood LLP  
One Gateway Center, 24<sup>th</sup> Floor  
Newark, New Jersey 07012

Ladies and Gentlemen:

\_\_\_\_\_ as the winning bidder (the "Winning Bidder") in connection with the competitive sale by the Borough of Mountain Lakes, in the County of Morris, New Jersey (the "Borough") of its \$791,540 aggregate principal amount of Bond Anticipation Notes (the "Notes"), hereby certifies as follows:

**[For use if competitive sale requirements are satisfied]** [(a) The Winning Bidder reasonably expected to reoffer the Notes on the date of sale of the Notes (i.e., September 19, 2019) to the Public at a price of \_\_\_\_\_;

(b) The Winning Bidder was not given the opportunity to review other bids prior to submitting its bid; and

(c) The bid submitted by the Winning Bidder constituted a firm offer to purchase the Notes.]

**[For use if competitive sale requirements are not satisfied]** [As of the date hereof, the price at which the first 10% of the Notes was sold to the Public is \_\_\_\_\_.] [As of the date hereof, the Winning Bidder has not sold at least 10% of the Notes to the Public and the Winning Bidder agrees to report to bond counsel to the Borough the actual sale price to the Public of the Notes as soon as practicable after at least 10% of the Notes has been sold to the Public.]

**[For use if purchasing for own account]** [On the date hereof, the Winning Bidder is purchasing the Notes for the amount of \$ \_\_\_\_\_. The Winning Bidder is not acting as an underwriter with respect to the Notes. The Winning Bidder has no present intention to sell, reoffer, or otherwise dispose of the Notes (or any portion of the Notes or any interest in the Notes). The Winning Bidder has not contracted with any person pursuant to a written agreement to have such person participate in the initial sale of the Notes and the Winning Bidder has not agreed with the Issuer pursuant to a written agreement to sell the Notes to persons other than the Winning Bidder or a related party to the Winning Bidder.]

For purposes of this certificate, the following definitions will apply:

“Public” means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an Underwriter or a Related Party, as defined below, to an Underwriter;

“Underwriter” means (i) the Winning Bidder, (ii) any person that agrees pursuant to a written contract with the Winning Bidder to form an underwriting syndicate to participate in the initial sale of the Notes to the Public and (iii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (ii) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Notes to the Public);

“Related Party” means any entity if an Underwriter and such entity are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profit interests, if both entities are partnerships (including direct ownership by one partnership of another) or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

We understand that the representations contained herein may be relied upon by the Borough in making certain of the representations contained in its arbitrage certificate, and we further understand that Hawkins Delafield & Wood LLP, as bond counsel to the Borough, may rely upon this certificate, among other things, in providing an opinion with respect to the exclusion from gross income of interest on the Notes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned’s interpretation of any laws; in particular the regulations under the Code, or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Although certain information furnished in this certificate has been derived from other purchasers who may be considered Related Parties to the Winning Bidder and cannot be independently verified by us, we have no reason to believe it to be untrue in any material respect.

Very truly yours,

[NAME OF PURCHASER]

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

Name:

Title:

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

**RESOLUTION 133-19**

**“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 **September 9, 2019** and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

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**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 September 9, 2019.

\_\_\_\_\_  
Marcy Gianattasio, Municipal Clerk

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

**BOROUGH OF MOUNTAIN LAKES  
COUNTY OF MORRIS**

**RESOLUTION 134-19**

**RESOLUTION AUTHORIZING A LIEN ON BLOCK 64, LOT 16 (41  
MELROSE ROAD) FOR COSTS INCURRED IN THE REMEDIATION  
OF A PROPERTY MAINTENANCE VIOLATION**

**WHEREAS**, the Borough Property Maintenance Ordinance requires that natural vegetation, landscaping, lawns, hedges and bushes, and debris shall not be allowed to become overgrown and unsightly where exposed to public view; and

**WHEREAS**, the property located at Block 64 Lot 16 (41 Melrose Road) in the Borough of Mountain Lakes has not been maintained in accordance with the Borough Ordinance; and

**WHEREAS**, the owner of these premises has failed to address the property maintenance violation after notice to do so; and

**WHEREAS**, the Borough received quotes to perform necessary yard maintenance to the property and the lowest quote was \$2,160.00

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that a lien in the amount of \$2,160.00 is hereby placed upon Block 64, Lot 16 (41 Melrose Road, Mountain Lakes, New Jersey), to reimburse for the remediation of property maintenance violations; and be it further

**RESOLVED** that the Borough Clerk shall present this Resolution to the Tax Collector who shall proceed to collect the foregoing as provided by law.

Council Member	By:	2 <sup>nd</sup>	Yes	No	Abstain	Absent
Happer						
Horst						
Korman						
Lane						
Menard						
Shepherd						
Barnett						

I, Marcy Gianattasio, RMC, Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, in the State of New Jersey, certify this to be a true copy of the Resolution adopted at the regularly scheduled session of the Borough Council held on September 9, 2019.

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

Meeting Date: 09/09/2019 For bills from 08/15/2019 to 09/04/2019

Check#	Vendor	Description	Payment	Check Total
16172	4082 - A.W. MEYER CO.	PO 20961 DPW - EQUIPMENT REPAIR	120.00	
		PO 20961 DPW - EQUIPMENT REPAIR	49.88	169.88
16173	3852 - ALEXANDER LAURENZI	PO 20902 2019 RECREATION: SUMMER JAZZ CONCERT	350.00	350.00
16174	3861 - SYNCB/AMAZON	PO 20793 RECREATION: ORDER# 113-8345957-494	61.45	
		PO 20858 REC: ORDER# 113-1082933-3882619	53.99	
		PO 20863 POLICE: ORDER# 113-6909867-3120264	174.26	
		PO 20866 ADMIN: ORDER# 113-9858016-9816212	99.78	389.48
16175	189 - ANCHOR ACE HARDWARE	PO 20304 FIRE DEPT - MISC. SUPPLIES - BLANKE	166.74	
		PO 20939 SPECIAL ORDER	89.99	256.73
16176	2793 - AP CERTIFIED TESTING, LLC	PO 20890 WATER DEPARTMENT - EQUIPMENT	175.00	175.00
16177	2277 - STALKER RADAR	PO 20900 POLICE: VEHICLE REFITTING - QUOTE	316.00	316.00
16178	2636 - ATLANTIC COMMUNICATIONS ELECTRONICS	PO 20958 DPW - RADIO REPAIRS	125.00	125.00
16179	254 - BARCO PRODUCTS COMPANY	PO 20414 BIRCHWOOD BEACH PROJECT - QUOTE	3,099.57	3,099.57
16180	3673 - BEVACQUA'S AUTOMOTIVE INC.	PO 20946 POLICE DEPARTMENT - VEHICLE REPAIRS	120.00	120.00
16181	3828 - BOROUGH OF MADISON	PO 20948 June 2019 IT SERVICES	1,275.00	1,275.00
16182	2196 - CHRISTINA WHITAKER	PO 20456 2019 HEALTH BENEFITS REIMBURSEMENT	472.82	472.82
16183	497 - CLARION OFFICE AND FURNITURE	PO 20936 Black Chairs for Borough Kitchen Co	450.00	
		PO 20949 Executive Black Leather Chair	105.00	555.00
16184	431 - COUNTY CONCRETE CORP.	PO 20835 DPW - DRAINS/PIPES/CATCHBASINS - BL	997.50	997.50
16185	506 - DAN COMO & SONS, INC	PO 20933 SOLID WASTE - LEAF & BRUSH REMOVAL	1,800.00	1,800.00
16186	2971 - DIRECT ENERGY BUSINESS	PO 20979 ACCT#: 614054 - 269690, 91, 92 - JU	16.23	16.23
16187	3367 - NEW JERSEY EZ PASS	PO 19918 POLICE: TOLLS - 2019 BLANKET ACCT#	1.00	1.00
16188	2517 - FF1 FIREFIGHTER ONE, LLC	PO 20893 FIRE DEPT: DRAIN VALVE - ESTIMATE	617.50	617.50
16189	769 - FOREST LUMBER	PO 20964 MOUNTAIN LAKES PUBLIC LIBRARY REPAI	158.97	158.97
16190	826 - GENERAL PLUMBING SUPPLY, INC	PO 20860 BIRCHWOOD BEACH PROJECT	4,001.44	
		PO 20983 BIRCHWOOD BEACH RENOVATION	838.08	4,839.52
16191	860 - GRAFIX SHOPPE	PO 20892 POLICE: Vehicle Graphic Kit Quote	391.70	391.70
16192	874 - GRAY SUPPLY CORP.	PO 20737 4TH OF JULY CELEBRATION	980.00	980.00
16193	503 - HERBERT J. COHRS	PO 20454 2019 HEALTH BENEFITS REIMBURSEMENT-	1,140.26	1,140.26
16194	911 - HOME DEPOT CREDIT SERVICES	PO 20045 DPW - TOOLS & SUPPLIES - BLANKET 20	304.02	304.02
16195	949 - HOOVER TRUCK CENTER	PO 20960 WATER DEPARTMENT - EQUIPMENT	62.91	62.91
16196	3639 - IWORO SYSTEMS, INC.	PO 20968 INTERNET MGMT & SUPPORT - SEPT 2019	400.00	
		PO 20968 INTERNET MGMT & SUPPORT - SEPT 2019	400.00	
		PO 20968 INTERNET MGMT & SUPPORT - SEPT 2019	400.00	1,200.00
16197	4084 - JAMES DELGIUDICE	PO 20982 SENIORS: SPEAKER	100.00	100.00
16198	859 - JCP&L	PO 20976 ACCT#100 076 421 971/BILL PRD: JUL	29.25	
		PO 20977 M/A #200 000 020 764: BILL DATE: 8/	388.49	
		PO 21011 MAST ACCT#200 000 054 011/ BILL DAT	10.20	
		PO 21009 MASTER ACCT# 200 000 569 000 - 8/23	3,612.56	
		PO 21008 ACCT#100 075 505 725 - BILL PRD: 7	3.10	
		PO 21007 ACCT#100 050 702 156 - BILL PRD: 7/	4.69	4,048.29
16199	1074 - JW PIERSON CO.	PO 20836 DIESEL FUEL - BLANKET 2019 - ACCT #	1,254.81	1,254.81
16200	1090 - KENVIL POWER MOWER	PO 20152 DPW - EQUIPMENT REPAIR - BLANKET 20	72.67	72.67
16201	1082 - KIWANIS AMBULANCE SERVICE	PO 20975 2019 KIWANIS AMBULANCE SERVICE - B	7,500.00	7,500.00
16202	1363 - M.J. CORIGLIANO	PO 21003 POLICE DEPARTMENT - VEHICLE REPAIR	175.00	175.00
16203	1438 - MAIN POOL & CHEMICAL COMPANY	PO 20743 WATER DEPARTMENT - TREATMENT OF WEL	394.00	394.00
16204	1441 - MAJOR POLICE SUPPLY	PO 20931 POLICE DEPARTMENT - VEHICLE REPAIRS	372.00	372.00
16205	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 21001 JULY 2019 PROFESSIONAL SERVICES - P	70.00	70.00
16206	1338 - MGL PRINTING SOLUTIONS, LLC	PO 20954 TAX COLLECTOR: 2019 2ND HALF HOMEST	113.00	113.00
16207	3648 - MONMOUTH TELECOM	PO 20430 2019 TELEPHONE SERVICES / ACCT# 362	1,320.26	1,320.26
16208	3132 - MORRIS CO. LEAGUE OF MUNICIPALITIES	PO 20994 COUNCIL: Seminar-The Business Clima	50.00	50.00
16209	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 20962 SOLID WASTE DISPOSAL - JUNE 2019	11,147.07	
		PO 20967 SOLID WASTE DISPOSAL - JULY 2019	11,151.98	22,299.05
16210	1311 - MORRIS CTY TREASURER	PO 20448 2019 COMMUNICATIONS DISPATCH SERVIC	26,597.42	26,597.42
16211	1371 - MTN. LAKES BOARD OF EDUCATION	PO 20987 SEPT 2019 MTN LAKES SCHOOL DISTRICT	1,953,949.50	1,953,949.50
16212	3168 - MUNICIPAL CLERK'S ASSOC. OF MORRIS	PO 20993 CLERK: Mini Conference and 3rd Quar	70.00	70.00
16213	1435 - NAZZARENO MOSCARINI	PO 20457 2019 HEALTH BENEFITS REIMBURSEMENT	570.12	570.12
16214	881 - NCX	PO 19879 BLANKET: 2019 DNS HOSTING / ACCT# G	21.95	21.95
16215	1553 - NEW JERSEY NATURAL GAS	PO 20978 JULY 11/12/15 TO AUG 9-12, 2019 SER	476.43	476.43
16216	2483 - NFIRS ONLINE	PO 20941 FIRE DEPT: ANNUAL SUBSCRIPTION	395.00	395.00
16217	1562 - NJLM	PO 20985 Professional Development Webinar	35.00	35.00
16218	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 20997 SEPT 2019 DENTAL PREMIUMS - GROUP 1	3,005.00	3,005.00
16219	3236 - ONE SOURCE OF NEW JERSEY, LLC	PO 20576 DPW - EQUIPMENT REPAIR - BLANKET 20	92.62	92.62
16220	2968 - OPTIMUM	PO 19899 2019 DPW INTERNET SERVICES ACCT# 07	123.05	123.05

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

Meeting Date: 09/09/2019 For bills from 08/15/2019 to 09/04/2019

Check#	Vendor	Description	Payment	Check Total
16221	2968 - OPTIMUM	PO 19900 2019 DPW: ACCT# 07876-414565-01-0	11.74	11.74
16222	3173 - OPTIMUM	PO 20425 FIRE: ACCT# 07876-603439-01-8 CABLE	71.69	71.69
16223	1734 - READYREFRESH BY NESTLE	PO 20687 ACCT# 0016496903 - BLANKET	132.17	132.17
16224	2397 - ROCKAWAY AUTO RESOURCES, LLC	PO 20334 FIRE DEPT. VEHICLE REPAIRS - 2019 B	43.47	
		PO 20488 DPW - VEHICLE MAINTENANCE & REPAIRS	205.04	
		PO 20517 POLICE DEPARTMENT - VEHICLE REPAIR	80.53	329.04
16225	114 - SOLITUDE LAKE MANAGEMENT	PO 20440 2019 LAKE MANAGEMENT - BLANKET - CU	5,805.00	5,805.00
16226	2774 - STAPLES BUSINESS ADVANTAGE	PO 19919 POLICE: OFFICE SUPPLIES - 2019 BLAN	168.85	
		PO 20923 TAX COLLECTOR: ORDER #7223187191	257.25	
		PO 20952 ORDER# 7223622679	877.14	1,303.24
16227	253 - THOMAS BARBATO	PO 20455 2019 HEALTH BENEFITS REIMBURSEMENT-	581.88	581.88
16228	3617 - BLOOMFIELD HEALTH DEPARTMENT	PO 20451 2019 PUBLIC HEALTH SERVICES CONTRAC	6,419.50	6,419.50
16229	603 - TOWNSHIP OF DENVILLE	PO 20450 2019 SHARED MUNICIPAL COURT SERVICE	14,213.75	14,213.75
16230	1424 - TOWNSHIP OF MONTVILLE	PO 20989 3RDQ2019 CONTRACT & SERVICE CHARGES	2,968.41	2,968.41
16231	2536 - UNUM LIFE INSURANCE COMPANY	PO 20424 STD/LTD / LIFE INSURANCE - 2019 BLA	2,757.53	2,757.53
16232	2749 - VERIZON	PO 19997 2019 INTERNET SVC: A/C# 853-478-043	37.33	
		PO 19997 2019 INTERNET SVC: A/C# 853-478-043	37.34	
		PO 19997 2019 INTERNET SVC: A/C# 853-478-043	52.32	126.99
16233	2182 - WEST CHESTER MACHINERY & SUPPLY CO.	PO 19985 DPW - EQUIPMENT REPAIR - BLANKET 20	23.54	23.54
TOTAL				2,077,663.74

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	801.03			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	85.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	110.22			
01-201-20-130-020	FINANCE - OTHER EXPENSES	484.35			
01-201-20-140-020	COMPUTER SERVICES	1,590.49			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	370.25			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	70.00			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	8,527.61			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	1,322.11			
01-201-25-250-020	INTERLOCAL SERVICES: MC DISPATCH - OE	26,597.42			
01-201-25-251-020	INTERLOCAL SERVICES: DENVILLE COURT - OE	14,213.75			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	633.43			
01-201-25-260-020	VOL. AMBULANCE SQUAD CONTRIB	7,500.00			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	1,984.81			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	23,415.38			
01-201-26-306-020	Recycling Tax	683.67			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	291.14			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	1,613.54			
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	6,419.50			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	565.44			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	6,785.00			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	435.73			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	3,612.56			
01-201-31-437-020	NATURAL GAS	492.66			
01-201-31-440-020	TELECOMMUNICATIONS	1,320.26			
01-201-31-447-020	PETROLEUM PRODUCTS	1,254.81			
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			1,953,949.50	
01-260-05-100	DUE TO CLEARING			0.00	2,065,129.66
<b>TOTALS FOR</b>	<b>Current Fund</b>	<b>111,180.16</b>	<b>0.00</b>	<b>1,953,949.50</b>	<b>2,065,129.66</b>
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			7,939.09	
04-260-05-100	DUE TO CLEARING			0.00	7,939.09
<b>TOTALS FOR</b>	<b>General Capital</b>	<b>0.00</b>	<b>0.00</b>	<b>7,939.09</b>	<b>7,939.09</b>

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
05-201-55-520-520	Water Operating - Other Expenses	675.25			
05-203-55-520-520	(2018) Water Operating - Other Expenses		394.00		
05-260-05-100	DUE TO CLEARING			0.00	1,069.25
<b>TOTALS FOR</b>	<b>Water Operating</b>	<b>675.25</b>	<b>394.00</b>	<b>0.00</b>	<b>1,069.25</b>
07-201-55-520-520	Sewer Operating - Other Expenses	557.33			
07-260-05-100	DUE TO CLEARING			0.00	557.33
<b>TOTALS FOR</b>	<b>Sewer Operating</b>	<b>557.33</b>	<b>0.00</b>	<b>0.00</b>	<b>557.33</b>
13-260-05-100	DUE TO CLEARING			0.00	2,968.41
13-286-56-000-000	RESERVE - ANIMAL LICENSE FUND			2,968.41	
<b>TOTALS FOR</b>	<b>Animal Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>2,968.41</b>	<b>2,968.41</b>

Total to be paid from Fund 01 Current Fund 2,065,129.66  
 Total to be paid from Fund 04 General Capital 7,939.09  
 Total to be paid from Fund 05 Water Operating 1,069.25  
 Total to be paid from Fund 07 Sewer Operating 557.33  
 Total to be paid from Fund 13 Animal Trust 2,968.41  
 -----  
 2,077,663.74

*- minus \$190.50 - voided CLK# 16001*



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

Meeting Date: 09/09/2019 For bills from 08/15/2019 to 09/04/2019

Check#	Vendor	Description	Payment	Check Total
5158	102 - ANDERSON & DENZLER ASSOC., INC	PO 20969 JULY 2019 PROFESSIONAL SERVICES - E	4,164.65	4,164.65
5159	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 21000 JULY 2019 PROFESSIONAL SERVICES - E	70.00	70.00
5160	4075 - THE MANSION AT ML, LLC	PO 20897 INSPECTION FEE REFUND	5,186.43	5,186.43
TOTAL				9,421.08

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	9,421.08
17-500-00-050-231	Sunrise Senior Living Management			3,263.35	
17-500-00-050-302	Mansion @ Mountain Lakes- Inspection Fee			5,186.43	
17-500-00-091-310	PULTE GROUP - ENCLAVE SITE INSPEC. FEE			971.30	
<b>TOTALS FOR</b>	<b>Developer's Escrow</b>	<b>0.00</b>	<b>0.00</b>	<b>9,421.08</b>	<b>9,421.08</b>

Total to be paid from Fund 17 Developer's Escrow

9,421.08

9,421.08

**List of Bills - (3310101001001) CASH - RECREATION  
Recreation Trust**

Meeting Date: 09/09/2019 For bills from 08/15/2019 to 09/04/2019

Check#	Vendor	Description	Payment	Check Total
5309	3861 - SYNCB/AMAZON	PO 20801 REC: 2019 CAMP: ORDER# 113-8837967-	44.88	44.88
5310	1800 - ROMA PIZZERIA	PO 20955 2019 YEAR END PARTIES - BLANKET	487.75	487.75
5311	3701 - RSCHOOLTODAY	PO 20998 2019 COMMUNITY ED CLASS REGISTRATIO	995.00	995.00
5312	2786 - SARAH FITCH	PO 20981 REIBMURSEMENT PARENT/CHILD BONFIRE	292.55	292.55
5313	3829 - UNIVERSITY PRODUCTS, INC	PO 20722 HPC: ARCHIVAL SUPPLIES	40.20	40.20
TOTAL				1,860.38

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	1,860.38
33-600-00-090-000	Recreation Trust Reserves			1,860.38	
TOTALS FOR	Recreation Trust	0.00	0.00	1,860.38	1,860.38

Total to be paid from Fund 33 Recreation Trust

1,860.38

1,860.38

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

**RESOLUTION 135-19**

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

**WHEREAS**, the following individual has applied for membership in the Mountain Lakes Volunteer Fire Department and has submitted the required documentation; and

**WHEREAS**, the Fire Department recommends this individual for membership; and

**WHEREAS**, a copy of the application has been filed with the Borough Clerk.

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

**Daniel J. Barnett                                      194 Morris Avenue                                      Mountain Lakes**

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on September 9, 2019.

\_\_\_\_\_  
Marcy Gianattasio, Municipal Clerk

<b>Name</b>	<b>Motion</b>	<b>Second</b>	<b>Aye</b>	<b>Nay</b>	<b>Absent</b>	<b>Abstain</b>
<b>Happer</b>						
<b>Horst</b>						
<b>Korman</b>						
<b>Lane</b>						
<b>Menard</b>						
<b>Shepherd</b>						
<b>Barnett</b>						

MOUNTAIN LAKES VOLUNTEER FIRE DEPARTMENT  
BOROUGH COUNCIL APPROVAL FORM

NAME: Daniel J Barnett

ADDRESS: [REDACTED]

TOWN: Mountain Lakes

PHONE: [REDACTED]

DOB: 7/14/01

BIRTHPLACE: Chicago

SSN: [REDACTED]

OCCUPATION: Student

STATE OF NEW JERSEY COUNTY OF Morris

DANIEL J. BARNETT BEING DULY SWORN, DOTH DEPOSE  
APPLICANTS NAME

\* Daniel Barnett

AND SAYS THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF  
THEIR KNOWLEDGE AND BELIEF. SWORN TO BEFORE ME THIS 3  
DAY OF SEPTEMBER 2009.

MARCY JAYE GIANATTASIO  
A Notary Public of New Jersey  
My Commission Expires Sept 18, 2009

Marcy Gianattasio  
SIGNATURE OF NOTARY PUBLIC

EXPIRATION DATE

MUNICIPAL APPROVAL

WE HEREBY CERTIFY THAT THIS APPLICANT WAS ADMITTED TO ACTIVE  
MEMBERSHIP IN THE MOUNTAIN LAKES VOLUNTEER FIRE DEPARTMENT  
AND HAS BEEN APPROVED BY THE GOVERNING BODY OF MOUNTAIN  
LAKES ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

\_\_\_\_\_  
SIGNATURE OF MUNICIPAL CLERK

\_\_\_\_\_  
SIGNATURE OF FD CHIEF



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES  
JULY 22, 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.

Deputy Mayor Shepherd called the meeting to order at 7:30 p.m. in the municipal building.

**ROLL CALL ATTENDANCE**

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

**FLAG**

Deputy Mayor Shepherd led the salute to the flag.

**COMMUNITY ANNOUNCEMENTS**

Police Chief Bennett announced that the theft and burglary rumors in the Borough have been greatly exaggerated. He told the Borough Council that just like every year throughout Morris County there have been some car burglaries. There have been less of these types of burglaries because people are locking their car doors. The police have received one report of a house burglary but this is still under investigation.

Chief Bennett told the Borough Council that the Ranger Program is still being very well received, and they have had about forty-five details. Joe Mullaney, Mountain Lakes Special Officer, sets the calendar for this program. The Rangers are out monitoring the beaches when the lifeguards are off duty.

Chief Bennett thanked the Borough Council for including the new traffic trailer in the Capital Budget. He explained that the trailer can be programed to do many good things such as radar, predetermined texts messages, real time traffic reporting and may other useful programs for the Police Department. Chief Bennett said the sign has been very successful.

Chief Bennett also told the Borough Council that the Police Department just had a CERT (Community Emergency Response Team) detail. They attended a Triathlon in Denville this past weekend.

Council Member Horst complimented Chief Bennett on Traffic and Safety. She told Police Chief Bennett that the traffic trailer really makes you slow down when you see it on Morris Avenue.

**Council Member Lane entered the meeting at 7:40 p.m.**

Deputy Mayor Shepherd announced that tax bills have been mailed and taxes are due August 12<sup>th</sup>. On Thursday July 25<sup>th</sup> the Denville String Band will be playing at Island Beach from 7:00 to 8:00 p.m. Also at Island beach on Saturday July 27<sup>th</sup> is the Sailing Regatta and this starts at 10:00 a.m. to 12 noon and continues at 1:00 p.m. Deputy Mayor Shepherd reminded everyone that boats should be stored on private property or on the provided boat racks, and mooring of boats is not allowed and all boats found moored in the lakes will be removed.

Deputy Mayor Shepherd also announced that the Board of Education meeting scheduled for Monday August 19<sup>th</sup> has been moved to Monday August 12<sup>th</sup> at 6:30 p.m. in the Mountain Lakes High School Media Center. On Thursday July 18<sup>th</sup> the BOE held a meeting to choose new board members.





**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES  
JULY 22, 2019  
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046**

Council Member Horst announced that Boy Scout Troop #41 completed a major work project with the Mountain Lakes Woodlands Committee at Ogden Trail. The troop helped lay some material to fill some low mudded areas. They also replaced some trail signs so people would know the type of trail they were walking on.

Council Member Korman announced that on Saturday July 20<sup>th</sup> the Whippany River Watershed Action Committee facilitated a lake study. Four Council Members were present for this and also present was Debra Dewing the Chair of the Mountain Lakes Lakes Management Committee.

**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.

Deputy Mayor Shepherd opened the meeting to the public  
There was no public comment.

**BOROUGH COUNCIL DISCUSSION ITEMS**

**Beach Project – Island Beach Facilities**

During the Borough Council meeting of July 8, 2019, questions arose concerning the scope of work detailed in RSC's Island Beach design as well as promises made by RSC to complete design work without additional charges. Borough Manager Stern has a lengthy phone conversation with Jeff Schlecht of RSC. Mr. Schlecht advised that his firm was not in a position to waive fees and the fees for the project were already reduced. Manager Stern was not satisfied that the Borough would be receiving the services that were needed for the project. Following the call to Mr. Schlecht, Manager Stern reached out to Anthony Iovino of Arcari & Iovino. This is the architect for the Borough Hall renovation and expansion project. Although A&I's proposal is \$900.00 higher than RSC's this proposal was complete and very detailed. Manager Stern is recommending that The Borough Council contract with A&I to perform the architectural Services for the Island Beach portion of the project and for a design of an unattached pavilion. Manager Stern believes that we have the ability to perform the construction management services in house.

Council Member Menard was disappointed with RSC's answers and feels the new proposal from A&I is much more complete.

Council Member Lane told the Borough Council that she is very disappointed with RSC Architects.

Deputy Mayor Shepherd feels the proposal from A&I Architects was much more on target than what was presented from RSC Architects.

**Mid-Year Borough Council Goals**

The Borough Council discussed their 2019 Council Borough Goals.

- 1) Fiscal Strength & Operational Effectiveness: Ensure efficient use of resources.
- 2) Openness and Responsiveness: Inform and Engage the Community.
- 3) Services & Infrastructure: Provide high quality services, programs and infrastructure.
- 4) Environmental Stewardship & Community Development: Preserve Mountain Lakes environmental resources and foster the unique character of the community.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES  
 JULY 22, 2019  
 HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046**

**ATTORNEY'S REPORT**

Attorney Robert Oostdyk reported to the Borough Council that at the next Borough Council meeting he expects to have the Sunrise Developer's Agreement for the Borough Council to consider. Mr. Oostdyk told the Borough Council that the Borough's Engineer and Sunrise's Engineer have come to an agreement as to what the necessary bonding for the project should be. He told the Borough Council that Sunrise is anxious to get started on the project.

**MANAGER'S REPORT**

**Sunset Lake Dam Rehabilitation Project**

Manager Stern reported that project engineers have created an updated design that will be less intrusive to affected property owners and less costly. The engineer would like to present the updated plan at a special meeting in Mountain lakes. Mr. Stern recommends that the Borough hold a separate meeting from the Borough Council to allow sufficient time to address any questions. The recommended dates are September 11<sup>th</sup> or September 24<sup>th</sup>.

**Credit Card Acceptance**

Manager Stern reported that the Borough is preparing to accept credit cards and card-less payment for items the Borough sells at the counter such as trash bags and beach passes. Also, residents can pay online for utilities and taxes. First Data Processing has been chosen as the Borough's vendor. A 2.75% fee will be passed to the card user for property taxes and utility charge payments and this fee will be absorbed by the Borough for items and services. A required resolution is on the agenda tonight that would need to be passed before these services can start.

**ORDINANCES**

**Final Hearing of Ordinances**

- a. **ORDINANCE 9-19, AN ORDINANCE AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND REPEALING CHAPTER 115, ARTICLE II, "COMMERCIAL FERTILIZER APPLICATION"**

**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.

Deputy Mayor Shepherd opened the meeting to the public

There was no public comment.

**Introduced: June 24, 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"/>
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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES**  
**JULY 22, 2019**  
**HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046**

**Adopted: July 22, 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 checked="" 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 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- b. ORDINANCE 10-19**, BOND ORDINANCE PROVIDING FOR THE IMPROVEMENT OF VARIOUS ROADS IN AND BY THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING \$610,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$105,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING SUCH APPROPRIATIONS.

**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.

Deputy Mayor Shepherd opened the meeting to the public

There was no public comment.

**Introduced: June 24, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 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: July 22, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- c. ORDINANCE 11-19**, ORDINANCE AUTHORIZING THE SALARY AND/OR WAGES OF THE OFFICERS AND EMPLOYEES OF THE BOROUGH OF MOUNTAIN LAKES, COUNTY OF MORRIS, NEW JERSEY



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES**  
**JULY 22, 2019**  
**HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046**

**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.

Deputy Mayor Shepherd opened the meeting to the public

There was no public comment.

**Introduced: July 8, 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"/>
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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menard	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shepherd	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Adopted: July 22, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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**

- a. R114-19 – Resolution Authorizing the Payment of Bills
- b. R115-19 – Resolution Authorizing Approval to Submit Grant Application and Execute Grant Contract with the New Jersey Department of Transportation for the Condit Road Resurfacing Project
- c. R116-15 – Resolution Authorizing Approval to Submit Grant Application and Execute Grant Contract with the New Jersey Department of Transportation for the Melrose Road Resurfacing Project
- d. R117-19 - Resolution Authorizing Approval to Submit Grant Application and Execute Grant Contract with the New Jersey Department of Transportation for the Mountain Lakes R.R. Station Access
- e. R119-19 - Resolution Appointing Mitchell Stern Housing Administrative Agent
- f. R120-19 – Resolution Authorizing Membership the Mountain Lakes Volunteer Fire Department
- g. R121-19 – Resolution Authorizing the Acceptance of Credit Card Payments and Electronic Fee Transfers for the Satisfaction of Certain Municipal Charges and Authorizing the Execution of a Contract with First Data for Payment Processing Services



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES**  
**JULY 22, 2019**  
**HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046**

**\*APPROVAL OF MINUTES**

6/10/2019, (Regular)  
 6/24/2019, (Regular) KORMAN 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 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**COUNCIL REPORTS**

Council Member Korman reported that she saw a post on Facebook involving one of our lakes and she gave out Manger Stern's name and number for information about what was said in the post.

Council Member Horst reported that the Green Team is looking at a **Green Building Housing Resolution Green Building Policy/Resolution**. Council Member Horst also reported that the Green Team's Chairperson is employed part time by the Whippany Water Shed Conservancy and they have ~~\$1500.00~~ \$2400.00 in grant money available for a Rain Garden. She feels that Island beach would be a good spot for this to help channel some of the water that runs into the lake.

Council Member Korman reported that the Affordable Housing Committee discussed the Developer Fee Ordinance and they are concerned whether the ordinance will yield the funds needed to support the Borough's Affordable Housing program. They also discussed the Accessory Apartment Ordinance and they are committed to having the Borough Manager hire an administrator specific to Affordable Housing by the end of September. The Affordable Housing Committee is gathering a list of question to use for the interview process.

Council Member Korman asked Attorney Oostdyk about the Developer Fees Ordinance as far as actual activity for the Affordable Housing Trust Fund. Attorney Oostdyk said that he and Borough Manager Stern met with the Construction Official to discuss the process of collecting the fees. They have some recommendations that will be presented to the Affordable Housing Committee and then to the Borough Council.

Council Member Lane reported that the Environmental Commission is reviewing two student applications that have been received and they will be following up with interviews. The Environmental Commission discussed the Zerus conversation that took place at the last Council Meeting. They discussed the proposed hotel and gas station as far as oil and gas leaks, location of the wetlands and aquafer, location of wetlands and how the project coincides with current ordinance including well head protection. The Environmental Commission has agreed to have further review with the Economic Development





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Committee.

Council Member Lane reported that the Environmental Commission also discussed Birchwood and Island Beach renovations. An update was provided regarding the repaving of the parking lot at Birchwood Lake and there **is was some** disappointment about repaving in the original footprint. The driving lanes are twenty-eight, thirty and twenty-five feet. Council Member Lane stated the US Highway standard is twelve feet. Even if this was doubled, the size of the lanes could have been greatly reduced. **The DPW Committee Manager Mitchell Stern and Mark Prusina responded to these questions** saying these decisions were made for public safety however Council Member Lane has no knowledge of the DPW Committee consulting the Public Safety Committee, the Police or the Fire Department on this issue. The Environmental Committee recommends that the green buffer to the right of the parking lot be increased and that additional trees be planted in the middle of the parking areas.

Council Member Lane told the Borough Council that the Environmental Commission is in the process of getting an updated list of potential grants from the Whippany River Watershed Action Committee. The Environmental Commission is working on the environmental resource inventory and they are reviewing ordinances that are specific to the environmental involving air quality, soil erosion, well head protection, noise, surface water management sustainability in high lands and steep slope sustainability.

**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.

Deputy Mayor Shepherd opened the meeting to the public.

Kirk Swenson - 177 Lake Dr, told the Borough Council he received the email blast from the Borough saying that boat storage at the lakes is limited to one boat per rack and that if you do not comply with this your boat will be confiscated and you will be charged a fifty dollar fee. He does not think this is consistent with the Borough's ordinance. He is concerned about this and he is not sure where this rule came from. He would like to know how this rule is enforced. Mr. Swenson feels that there is a big issue with how boats are stored. He says the last time the ordinance was amended was in 2003 and at that time people were storing smaller boats and less kayaks. He told the Borough Council that the Mountain Lakes Club addressed this issue by putting additional racks up for smaller boats. Mr. Swenson suggested the ordinance be reviewed and updated because if a family has more than one kayak they cannot use them all at the same time.

Attorney Robert Ooystak stated that the ordinance can be amended if need be.

Council Member Menard mentioned that there are residents who modify the boat racks by adding their own platforms for extra storage. He told the Borough Council that Mr. Swenson sent him a photo from the Mountain Lakes Club of their racks and it looks like a relatively inexpensive way to add boat storage.

Manager Mitchell Stern explained that the issue is not about the two or three kayaks on a rack. The problem is when there are four or five kayaks or modifications made that are stressing out the racks. He says he is not going to enforce unless the racks are being modified or too much weight is being put on the racks.

Council Member Lane is concerned that if boats are stacked on top of each other someone can get hurt taking one boat off the rack that is too high. She also told the Borough Council that the demand for more boat storage has changed in the past four years and it may be time to re-evaluate the ordinance. The DPW Committee has spoken several times about modifying the storage so that the existing racks can be used for multiple size boats.

**NEXT STEPS AND PRIORITIES**

Mayor Barnett reviewed the following next steps and priorities:

Next Step	Completed by	Completion date
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Manager to send Birchwood Reports to the entire Council	Mitchell Stern	ASAP
Remind the DPW about recycling	Mitchell Stern	
Schedule Sunset Lake Dam meeting	Mitchell Stern	

**ADJOURNMENT at 9:30 P.M.**

A motion was made by Council Member Horst, second by Council Member Lane to adjourn the meeting at 9:30 p.m., with all members in favor signifying by "Aye".

Respectfully Submitted

\_\_\_\_\_  
Marcy Gianattasio, Borough Clerk



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES  
AUGUST 26, 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 7:30 p.m. in the municipal building.

**ROLL CALL ATTENDANCE**

<b>Roll Call</b>	<b><u>Present</u></b>	<b><u>Absent</u></b>		<b><u>Present</u></b>	<b><u>Absent</u></b>
Happer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Menard	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Horst	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shepherd	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Korman	<input type="checkbox"/>	<input checked="" 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 on Island Beach Wednesday, August 28<sup>th</sup> at 8:00 p.m. is Movie Night and Moana will be showing. On Thursday, August 29<sup>th</sup> at 7:00 p.m. also on Island Beach, Alex Laurenzi Jazz Quartet will be performing a concert and this will be the last concert of the Summer Concert Series.

Mayor Barnett also announced that on Tuesday, September 24<sup>th</sup> at 7:00 p.m. there will be a special meeting to update the public about the Sunset Dam Rehabilitation Project

Council Member Horst announced that Brenden Baker has resigned from the Mountain Lakes Fire Department after four years. He is relocating to Indiana and will be missed.

**SPECIAL PRESENTATIONS**

Mountain Lakes Police Department – Back to School Traffic Safety Update

Sergeant Gil Benitez of the Mountain Lakes Police Department presented a Power Point presentation for traffic plans at the Wildwood School. With the start of a new school year and construction underway, the Mountain Lakes Police Department, along with Dr. Beth Azar, Acting School Superintendent, and the Board of Education have created plans to manage traffic and create a safe condition during drop off and pick up. Two separate plans have been created according to whether the front door construction is complete or not. The front door construction could be finished by the first day of school or could finish a few weeks after the start of school. Regardless of what happens a plan will be ready to execute.

The first two weeks of school there will be a message board in place advising the parents of the free early drop off between the hours of 8 a.m. and 8:20 a.m. This is not new. Last year there were approximately 100 students who took advantage of this program. Traffic cones will be placed on the corner of Kenilworth and Glen Roads to keep vehicles off the yellow striped corner. Traffic cones and no parking signs will be placed along Kenilworth and prohibited parking areas of Glen Road. There will be an additional crossing guard on site to assist with the unloading of students on the parking lot side of the school and to keep cars moving. An additional officer will be present to assist with traffic and to educate parents via traffic direction. Written warnings will be issued when applicable.

A strong effort will be made the week before school starts to encourage parents to utilize the “Kiss and Go” program by means of social media and school messages. This program by TransOptions is to alleviate school traffic. “Kiss and Go” is a program to have students walk a block to school or in this case less than a third of a mile or five minutes to school. This program will keep fewer cars in the congestion zone and instill a sense of responsibility and independence in the student.





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Jack Renahan – 143 Kenilworth Road thanked Sergeant Benitez for putting the school traffic safety on his priority list. Mr. Renahan asked that if these new traffic plans do not work that the plans done in the traffic study by the Morris County Traffic Engineer be implemented. He also asked that the new plans be enforced by the police.

**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.

**ATTORNEY'S REPORT**

Attorney Robert Oostdyk reported that the Fair Share Housing order has finally been done. We had the first and second public hearings. The only condition we have is for the Accessory Apartment regulations which we agreed to do. In addition to the Accessory Apartment ordinance that the Borough Council has adopted, there will be regulation put in place and the Affordable Housing Advisory Committee is working on the regulations.

**MANAGER'S REPORT**

Manager Mitchell Stern reported that there will be a public meeting on the Sunset Lake Dam Rehabilitation Project on September 24<sup>th</sup> at 7:00 p.m. at Borough Hall to update the public on the project.

There were some complaints and concerns with Birchwood Lake Trail regarding accessibility for emergency responders. The DPW team addressed these concerns by adding the proper stone mixture to areas that have been washed out by heavy rains.

On the Consent Agenda there is a resolution for a renewal with the Morris County Joint Insurance Fund. The Borough's membership in the Morris County JIF is for a period of three years, of which the term concludes at the end of 2019. This resolution was pulled from the consent agenda and will be included on the September 9, 2019 agenda.

The Borough has recently acquired three new copy machines. The three old copy machines are surplus property, and as such, should be listed for public auction on [www.govdeals.com](http://www.govdeals.com). A resolution authorizing the auctioning is on the Consent Agenda.

Included in the June 24, 2019 Borough Council meeting Consent Agenda was an application for membership to the Mountain Lakes Fire Department for Scott Saypol. A resolution was not included with the application therefore; a resolution is included in the Consent Agenda this evening.

Mr. Stern announced that after an in-depth interview process, he is pleased to report that a new Director of Public Works has been selected. A starting date is set for September 3, 2019.

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**\*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**

- a) R123-19, A Resolution Authorizing the Sale of Surplus Personal Property No Longer Needed for Public Use on an Online Website
- b) R124-19, Resolution Authorizing Membership in the Mountain Lakes Volunteer Fire Department
- c) R125-19, Resolution Authorizing the Payment of Bills
- d) R126-19, Resolution Authorizing 2019 Municipal Employees Salary (DPW Director)

**\*APPROVAL OF MINUTES**

July 8, 2019 (Regular)

July 8, 2019 (Executive Session)



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**\*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

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

- a) Pia Abate to the Historic Preservation Committee as Alternate #2 with a term expiring on 12/31/2019
- b) Niralee Shah and Maimoonah Shafqat to the Lakes Management Advisory Committee as a student members
- c) Kaylee Smith and Gillian Strauss to the Historic Preservation Committee as student members
- d) Megan Beik and Elizabeth Hirschfeld to the Environmental Commission as student members
- e) Jacqueline Edwards to the Shade Tree Commission as a student member

**All student member appointments begin in September and continue through the end of the school year.**

**\*APPROVAL OF CONSENT AGENDA**

Council member	M	2nd	Yes	No	Abstain	Absent
Happer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Horst	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Korman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 the Green Team has been working on a Sustainable Jersey Action, this is a resolution called a Green Building Policy. This is to encourage the use of green building materials, finishing materials, air conditioning and heating, roofing, solar panels and pavement. The resolution will be circulated through the Green Team and the Environmental Commission and will be presented to the Borough Council for review.

Council Member Happer reported that Lakes Management discussed the recent happenings with Lake Hopatcong and the algae bloom. He says because Mountain Lakes is so proactive and manages the lakes so well that the lakes are not at risk, the lakes are clear and the levels are good. Councilmember Happer feels that the information that the Borough has put out to residents imploring best practices has helped to manage and keep the lakes in the condition that they are in.

Council Member Horst reported that the Financial Advisory Committee met and discussed Mountain Lakes second quarter financial performance verses budget. Chief Financial Officer Monica Goscicki reviewed revenues and expenditures with the Financial Advisory Committee. The discussion included the water and sewer operations budgets, reserve and trust accounts, capital funding, and potential tax appeal settlements.

**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.



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There was no one in the public wishing to speak.

**NEXT STEPS AND PRIORITIES**

Mayor Barnett reviewed the following next steps and priorities:

Next Step	Completed by	Completion date
Island Beach Project		
Review 2 <sup>nd</sup> Quarter Budget		
Sunrise Development Project		
Shade Tree Replacement Ordinance		
Historical Preservation Committee becoming a Commission		
Zoning Ordinance on Route 46		

**ADJOURNMENT at 8:10 P.M.**

Motion made by Council Member Happer, second by Council Member Menard to adjourn the meeting at 8:10 p.m., with all members in favor signifying by "Aye".

Respectfully Submitted

\_\_\_\_\_  
Marcy Gianattasio, Borough Clerk

