



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT THE BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046**

January 27, 2020

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 7, 2020 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) COMMUNITY ANNOUNCEMENTS

5) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

6) 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.

7) BOROUGH COUNCIL DISCUSSION ITEMS

a) Borough Council Goals

8) ATTORNEY'S REPORT

9) MANAGER'S REPORT

10) *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. R69-20, Authorizing the Payment of Bills
- b. R70-20, Authorizing a professional services agreement with Phoenix Advisors as Continuing Disclosure Agent
- c. R71-20, Authorizing the Settlement of a Tax Appeal for Deluxe Manufacturing Inc. (Block 116, Lot 6)
- d. R72-20, Authorizing the Execution of an Application for a Utility Road Opening Permit from the NJ Department of Transportation and a Hold Harmless Agreement Between the Borough of Mountain Lakes and Sunrise Development, Inc.

***APPROVAL OF MINUTES**

1/6/20 (Regular)

***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**

Alexander Gotthelf to the Affordable Housing Advisory Committee as a Member with a term expiring 12/31/2020

11) COUNCIL REPORTS

12) 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.

13) NEXT STEPS AND PRIORITIES

14) ADJOURNMENT



2019 Borough Council Goals

Fiscal Strength & Operational Effectiveness: Ensure efficient use of resources

- Adopt a fiscally responsible 2019 Operating and Capital Budget in alignment with Borough priorities
- Oversee the introduction of a rolling 10-year capital plan outlining the long-range needs of the community to ensure effective management of capital assets
- Support the pursuit of grant opportunities by the Borough administration and committees with a focus on streets and sidewalks, public safety facilities and equipment, infrastructure projects, recreation, and environmental initiatives
- Document best practices and procedures for Council, Committees, and Administration that improve efficiency, effectiveness and transparency

Openness & Responsiveness: Inform and engage the community

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

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

- Identify opportunities for expanded shared services and evaluate existing arrangements for cost savings and/or improvement to service level
- Support the successful timely, on-budget completion of approved capital projects, including the Sunset Dam project, and new facilities at Island Beach and Birchwood Lake
- Review the Borough's solid waste and recycling program, and evaluate alternatives
- Adopt a plan to address Public Safety/Borough Hall facility needs and support preparations for maintaining Borough operations while construction/renovation work is in process

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

- Support environmental, recreational and historic preservation initiatives that support the Master Plan
- Support economic development initiatives that increase commercial ratables and are a benefit to the community
- Oversee implementation of the Borough's Affordable Housing Plan



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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

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

The following represents the Manager's report for the Borough Council meeting of January 27, 2020.

Tax and Utility Payment Debiting – Currently, the Borough manually debits tax and utility payments for residents who request it. The process is time consuming, prone to error and performed against the advice of our auditor. Now that the Borough has transitioned to online payment processing, residents have the opportunity to go online and make a payment from their bank account at no charge. We will be notifying everyone that we currently debit of our new process and provide instructions on how to log on and make a payment.

Borough Hall / Public Safety Building Renovation Committee - The committee has held meetings that included the project Architect. We will be providing a detailed update to Borough Council during our February 10, 2020 meeting.

Please reach out with questions or concerns.

Mitchell

RESOLUTION AND ORDINANCE REVIEW FOR THE JANUARY 27, 2020 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R70-20, Resolution Authorizing a Contract with Phoenix Advisors, LLC– this resolution authorizes a contract with Phoenix Advisors as the Borough’s Continuing Disclosure Agent and Independent Registered Municipal Advisor in regard to filing reports for the municipality’s bonding. The fee for this service has not changed from last year. It has been reviewed and approved by the Borough Manager and the Municipal Attorney.

R71-20, Resolution Authorizing the Settlement of a Tax Appeal for Deluxe Manufacturing Inc. (Block 116, Lot 6)– this resolution authorizes a settlement of a tax appeal for Block 116, Lot 6, 105 Route 46, for the years 2010 through 2019 with a refund in the amount of \$117,994.74. This settlement was negotiated and is being recommended by the Borough Tax Assessor.

R72-20, Resolution Authorizing the Execution of an Application for a Road Opening Permit from the New Jersey Department of Transportation and a Hold Harmless Agreement Between the Borough of Mountain Lakes and Sunrise Development, Inc – A road opening permit is needed by Sunrise Development for the extension of sewer and water lines for their project. NJ DOT requires the permit be executed by the municipality where the project is located. The hold harmless agreement, drafted by our Borough Attorney, when executed, will hold the Borough harmless for any issues that arise from the filing for, and work affiliated with, the requested permit.

ORDINANCES TO INTRODUCE

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

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

RESOLUTION 69-20

“RESOLUTION AUTHORIZING THE PAYMENT OF BILLS”

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the current bills, dated **January 27, 2020** 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 January 27, 2020.

Mitchell Stern, Acting Municipal Clerk

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

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 01/27/2020 For bills from 01/01/2020 to 01/22/2020

Check#	Vendor	Description	Payment	Check Total
16716	4098 - ABC SUPPLY CO.	PO 21340 BIRCHWOOD BEACH PROJECT	4,343.78	4,343.78
16717	3490 - ABS ENVIRONMENTAL SERVICES, LLC	PO 20907 DPW - BUILDING MAINTENANCE	5,900.00	5,900.00
16718	196 - ALLIED OIL	PO 21546 UNLEADED FUEL - DECEMBER 2019	783.36	783.36
16719	189 - ANCHOR ACE HARDWARE	PO 20833 PARKS & RECREATION - GENERAL MAINTENANCE	128.97	
		PO 21285 ISLAND BEACH RENOVATIONS - BLANKET	69.78	
		PO 21550 STREETS & ROADS - EQUIPMENT & TOOLS	263.47	
		PO 21547 PARKS & RECREATION - TREE LIGHTING	615.00	1,077.22
16720	2793 - AP CERTIFIED TESTING, LLC	PO 21468 STREETS & ROADS - EQUIPMENT	450.00	450.00
16721	2312 - APPLIED ANALYTICS, INC.	PO 21430 WATER DEPARTMENT - WELL #3 EMERGEN	4,262.28	4,262.28
16722	3973 - ARCARI & IOVINO ARCHITECTS, PC	PO 21542 PROJECT# 1843A-ARCH. SVCS - PUBLIC	6,590.00	6,590.00
16723	2636 - ATLANTIC COMMUNICATIONS ELECTRONICS	PO 21171 DPW UTILITY TRUCK - OUTFITTING	989.96	989.96
16724	220 - ATLANTIC SALT, INC.	PO 21431 STREETS & ROADS - SNOW REMOVAL	4,166.33	
		PO 21437 STREETS & ROADS - BLANKET 2020	2,861.47	7,027.80
16725	545 - CERTIFIED SPEEDOMETER SVC., INC	PO 19920 POLICE: VEHICLE CALIBRATION 2019 -	164.00	164.00
16726	3783 - CINTAS CORPORATION #111	PO 21556 DPW - UNIFORM RENTALS - DECEMBER 20	90.00	
		PO 21556 DPW - UNIFORM RENTALS - DECEMBER 20	171.36	
		PO 21556 DPW - UNIFORM RENTALS - DECEMBER 20	343.64	605.00
16727	497 - CLARION OFFICE AND FURNITURE	PO 21495 DPW: DESK	775.00	775.00
16728	4090 - CLEAN MAT SERVICES, LLC	PO 21452 BORO/P.D/DPW - MATS 1STQ2020	195.00	195.00
16729	1481 - CORE & MAIN, LP	PO 21366 ISLAND BEACH PROJECT - PLUMBING MAT	390.00	
		PO 21480 WATER DEPARTMENT - WATER MAIN EMERG	2,914.80	3,304.80
16730	431 - COUNTY CONCRETE CORP.	PO 21328 ISLAND BEACH RENOVATION - CONCRETE	3,539.25	3,539.25
16731	3190 - COUNTY OF MORRIS	PO 21460 2019 ADDED & OMITTED TAX ASSESSMENT	5,879.24	5,879.24
16732	3190 - COUNTY OF MORRIS	PO 21461 2019 ADDED & OMITTED TAX ASSESSMENT	188.96	188.96
16733	2396 - COUNTY WELDING SUPPLY CO.	PO 21111 DPW - EQUIPMENT & TOOLS BLANKET 201	34.00	34.00
16734	2147 - CCTMO LLC	PO 21448 JAN 2020 - CELL TOWER REIMBURSEMENT	1,830.10	1,830.10
16735	653 - GANNET NEW JERSEY NEWSPAPERS	PO 20422 BOA/PLANNING: ADVERTISING - ACCT# 3	33.54	
		PO 20791 CLERK - 2019 ADVERTISING ACCT#31471	52.20	85.74
16736	576 - DAVE'S TIRE, LLC	PO 21467 POLICE DEPARTMENT - VEHICLE REPAIRS	263.22	
		PO 21500 POLICE DEPARTMENT - VEHICLE REPAIRS	522.48	785.70
16737	2971 - DIRECT ENERGY BUSINESS	PO 21565 ACCT#: 614054 - 269690, 91, 92 -DEC	1,279.23	1,279.23
16738	652 - DOVER BRAKE AND CLUTCH CO. INC	PO 21002 DPW - VEHICLE REPAIR - BLANKET	50.56	
		PO 21541 POLICE DEPT - VEHICLE REPAIR - (RE-	432.08	482.64
16739	4102 - DURABLE DOOR	PO 21388 FIRE DEPT: EMERGENCY REPAIRS - FIRE	410.00	410.00
16740	3367 - NEW JERSEY EZ PASS	PO 19918 POLICE: TOLLS - 2019 BLANKET ACCT#	2.00	2.00
16741	4092 - EXCELSIOR LUMBER CO.	PO 21333 ISLAND BEACH PROJECT -BLANKET - BU	891.99	891.99
16742	1170 - FERGUSON ENTERPRISES #501	PO 21347 ISLAND BEACH PROJECT - PLUMBING - B	1,559.11	1,559.11
16743	3109 - FERRIERO ENGINEERING, INC	PO 19690 GRUNDENS POND PROPOSAL / PROJECT NO	1,988.00	
		PO 21524 CLIENT NO: ML100 - PROJ ID: 12ML106	5,483.63	7,471.63
16744	2517 - FF1 FIREFIGHTER ONE, LLC	PO 21513 FIRE DEPT: SHIPPING	9.71	9.71
16745	769 - FOREST LUMBER	PO 21503 ISLAND BEACH PROJECT - TOOLS & SUPP	70.91	70.91
16746	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 21349 DPW - SIGN FOR NEW HOURS	126.25	126.25
16747	831 - GFOA OF NJ	PO 21475 2020 MEMBERSHIP	90.00	90.00
16748	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 20574 2019 ARCHIVE STORAGE - BLANKET	95.00	95.00
16749	1001 - INSTANT PRINTING, INC.	PO 21519 2020 FIRE INSPECTION CERTIFICATES	55.00	55.00
16750	2547 - INTERNATIONAL CODES COUNCIL INC.	PO 21412 CONSTRUCTION: 2018 International Co	1,017.12	1,017.12
16751	859 - JCP&L	PO 21438 ACCT#100 075 505 725 - BILL PRD: 11	3.10	
		PO 21439 ACCT#100 050 702 156 - BILL PRD: 11	5.21	
		PO 21440 MASTER ACCT# 200 000 569 000 - 12/2	3,588.40	
		PO 21483 ACCT#100 076 421 971/BILL PRD:11/07	352.92	
		PO 21482 M/A #200 000 053 658 / BILL DATE: 1	2,337.21	6,286.84
16752	859 - JCP&L	PO 21481 M/A #200 000 054 011/ BILL DATE: JA	1,485.85	
		PO 21497 MASTER ACCT#200 000 574 000/ BILL D	67.57	
		PO 21496 MAST ACCT# 200 000 021 275 / BILL D	5,356.04	6,909.46
16753	859 - JCP&L	PO 21564 M/A #200 000 020 764: BILL DATE: 1/	226.29	226.29
16754	1040 - JESCO, INC.	PO 21486 STREETS & ROADS - SNOW EQUIPMENT RE	781.77	781.77
16755	1074 - JW PIERSON CO.	PO 21199 DIESEL FUEL - 4TH QTR BLANKET	2,211.12	2,211.12
16756	1090 - KENVIL POWER MOWER	PO 21505 S & R - EQUIPMENT REPAIR - STEINER	80.00	
		PO 21554 STREETS & ROADS - EQUIPMENT REPAIR	332.54	412.54
16757	4061 - LIBERTY BUILDING PRODUCTS	PO 21332 ISLAND BEACH PROJECT - BUILDING SUP	2,882.05	2,882.05
16758	2561 - LIFESAVERS, INC.	PO 21130 POLICE: FIRST AID CERTIFICATION CAR	80.00	80.00
16759	3171 - MCCPC	PO 21455 ADMIN: 2020 MCCPC MEMBERSHIP	1,100.00	1,100.00
16760	2308 - MCNERNEY & ASSOCIATES, INC.	PO 21493 NOV 2019 LEGAL SERVICES	1,725.00	1,725.00
16761	3373 - MIMI KAPLAN	PO 21523 REIMBURSEMENT: ENVIRONMENTAL	26.73	26.73

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 01/27/2020 For bills from 01/01/2020 to 01/22/2020

Check#	Vendor	Description	Payment	Check Total
16762	2356 - MINERVA CLEANERS	PO 21515 FIRE DEPT: GEAR CLEANING/REPAIR	485.35	485.35
16763	3648 - MONMOUTH TELECOM	PO 21463 2020 TELEPHONE SERVICES / ACCT# 362	1,335.03	1,335.03
16764	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 21522 SOLID WASTE DISPOSAL - DECEMBER 201	11,321.25	11,321.25
16765	1309 - MORRIS CTY TAX COLL/TREAS ASSN	PO 21450 FINANCE: 2020 MEMBERSHIP APPLICATIO	40.00	40.00
16766	3922 - MOUNTAIN LAKES BAGEL, INC	PO 21512 WATER DEPARTMENT - EMERGENCY - MEAL	113.02	113.02
16767	1394 - MTN. LAKES PUBLIC LIBRARY	PO 21458 FEB 2020 MTN LAKES PUBLIC LIBRARY A	24,834.58	24,834.58
16768	881 - NCX	PO 21520 BLANKET: 2020 DNS HOSTING / ACCT# G	21.95	21.95
16769	1553 - NEW JERSEY NATURAL GAS	PO 21563 DEC 5-11 2019 TO JAN 6, 8 & 9 2020	2,363.42	2,363.42
16770	3388 - NEW JERSEY REGISTRAR'S ASSOCIATION	PO 21442 2020 Membership Renewal for Cara Fo	25.00	25.00
16771	1533 - NJ DEPT OF COMMUNITY AFFAIRS	PO 21499 4TH QTR 2019 STATE TRAINING FEES	1,881.00	1,881.00
16772	1562 - NJLM	PO 21441 MUNICIPAL CLERK JOB ADVERTISEMENT -	210.00	210.00
16773	3844 - NJSLOM	PO 21449 2020 ANNUALMUNICIPALITY MEMBERSHIP	507.00	507.00
16774	1554 - NJ PLANNING OFFICIALS, INC.	PO 21473 2020 NJPO ANNUAL DUES	370.00	370.00
16775	3683 - NJMMA	PO 21454 ADMIN: 2020 MEMBERSHIP	250.00	250.00
16776	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 21474 JANUARY 2020 DENTAL PREMIUMS - GROU	3,074.00	3,074.00
16777	2676 - NORTH JERSEY COPY	PO 21054 RECYCLING: SIGNS	105.00	105.00
16778	2500 - NORTON SEWER AND DRAIN	PO 20043 SEWER DEPARTMENT - OPERATING EQUIPM	350.00	350.00
16779	2727 - ONE CALL CONCEPTS, INC.	PO 20130 2019 JAN - DEC BLANKET / ACCT# 12-B	68.70	68.70
16780	3659 - OPTIMUM	PO 21491 JAN 2020 BORO INTERNET FEES: ACCT#	140.55	140.55
16781	2968 - OPTIMUM	PO 21464 2020 DPW INTERNET SERVICES ACCT# 07	123.05	123.05
16782	2968 - OPTIMUM	PO 21465 2020 DPW: ACCT# 07876-414565-01-0	11.74	11.74
16783	3173 - OPTIMUM	PO 20425 FIRE: ACCT# 07876-603439-01-8 CABLE	71.69	71.69
16784	479 - PARKER PUBLICATIONS	PO 21067 ACCT# 010902 - ZBOA/PLANNING BRD -	31.02	31.02
16785	3781 - PHOENIX ADVISORS, LLC	PO 20495 FINANCE: 2019 CONTINUING MARKET DIS	1,250.00	1,250.00
16786	4070 - PREMIER CAR WASH COR	PO 21152 POLICE DEPARTMENT - 2019 CAR WASHES	96.00	96.00
16787	3990 - RICH TREE SERVICE, INC.	PO 21492 STREETS & ROADS - TREE REMOVAL - 11	2,325.00	2,325.00
16788	3330 - RUTGERS UNIVERSITY	PO 21476 ZONING OFFICAL CERTIFICATE RENEWAL	25.00	25.00
16789	1948 - SHEAFFER SUPPLY, INC.	PO 21487 BIRCHWOOD BEACH - TOOLS	90.00	90.00
16790	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 21418 ORDER# 7303297893 & 7303300017	117.23	117.23
16791	1963 - STATE TOXICOLOGY LABORATORY	PO 20309 POLICE: MANDATORY TESTING - 2019 BL	90.00	90.00
16792	1981 - SUBURBAN DISPOSAL, INC	PO 20481 SOLID WASTE/RECYCLING COLLECTION -	71,789.98	71,789.98
16793	3903 - TCF EQUIPMENT FINANCE	PO 21477 POLICE CAR LEASE / CUST# 730289	2,247.19	2,247.19
16794	3157 - TCTA MEMBERSHIP SERVICES	PO 21446 2020 MEMBERSHIP DUES FOR MONICA GOS	100.00	100.00
16795	1343 - TILCON NY, INC	PO 21286 STREETS & ROADS - DRAINS/PIPES/CATC	523.93	
		PO 21286 STREETS & ROADS - DRAINS/PIPES/CATC	2,233.28	
		PO 21469 2019 MC CO-OP MOUNTAIN LAKES	15,280.00	18,037.21
16796	603 - TOWNSHIP OF DENVILLE	PO 21459 1Q20 PROPERTY TAXES - TOWPATH	1,098.82	1,098.82
16797	4101 - TRAFFIC SAFETY & EQUIPMENT CO. INC	PO 21364 DPW - EQUIPMENT REPAIR - PLOW PARTS	694.40	694.40
16798	1062 - UNITED SITE SERVICES	PO 21390 DEC 2019 - JAN 2020 - CUST ID# 1401	640.00	640.00
16799	2536 - UNUM LIFE INSURANCE COMPANY	PO 21447 JAN 2020 STD/LTD / LIFE INSURANCE	2,697.97	
		PO 21558 FEB 2020 STD/LTD / LIFE INSURANCE	2,653.59	5,351.56
16800	2749 - VERIZON	PO 21543 2020 INTERNET SVC: A/C# 853-478-043	37.33	
		PO 21543 2020 INTERNET SVC: A/C# 853-478-043	52.32	
		PO 21543 2020 INTERNET SVC: A/C# 853-478-043	37.34	126.99
16801	2135 - VERIZON WIRELESS	PO 21485 ACCT# 882388054-00001 / DEC 05, 201	705.70	705.70
16802	4031 - WAYNE ELECTRICAL SUPPLY CO.	PO 21338 ISLAND BEACH PROJECT - ELECTRICAL S	389.24	389.24
16803	2669 - POSTMASTER	PO 21553 WATER DEPARTMENT - POSTAGE FEES 202	750.00	
		PO 21553 WATER DEPARTMENT - POSTAGE FEES 202	750.00	1,500.00
TOTAL				239,421.25

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	1,350.00			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	507.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	235.00			
01-201-20-130-020	FINANCE - OTHER EXPENSES	230.00			
01-201-20-140-020	COMPUTER SERVICES	226.56			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	197.50			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	197.50			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	8,425.56			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	2,247.19			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-25-266-020	FIRE DEPT - SAFETY - OTHER EXP	55.00			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	5,879.52			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	10,974.15			
01-201-26-306-020	Recycling Tax	347.10			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	155.00			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	785.70			
01-201-27-335-020	ENVIRONMENTAL COMM - OTHER EXP	26.73			
01-201-29-390-020	AID TO PUBLIC LIBRARY	24,834.58			
01-201-31-440-020	TELECOMMUNICATIONS	1,283.65			
01-203-20-100-020	(2019) GENERAL ADMIN - OTHER EXPENSE		212.23		
01-203-20-120-020	(2019) MUNICIPAL CLERK - OTHER EXP'S		52.20		
01-203-20-130-020	(2019) FINANCE - OTHER EXPENSES		1,250.00		
01-203-20-155-020	(2019) LEGAL SERVICES - OTHER EXPENSE		1,725.00		
01-203-21-180-020	(2019) PLANNING BOARD - OTHER EXPENSE		11.18		
01-203-21-185-020	(2019) BD OF ADJUST - OTHER EXPENSES		53.38		
01-203-22-195-020	(2019) UNIFORM CONST - OTHER EXPENSES		1,017.12		
01-203-25-240-020	(2019) POLICE DEPT - OTHER EXPENSES		188.00		
01-203-25-252-020	(2019) EMERGENCY MGMT - OTHER EXPENSE		80.00		
01-203-25-255-020	(2019) FIRE DEPT - OTHER EXPENSES		566.75		
01-203-26-290-020	(2019) STREETS & ROADS - OTHER EXP.		8,849.43		
01-203-26-305-020	(2019) SOLID WASTE - OTHER EXPENSES		71,916.23		
01-203-26-310-020	(2019) BLDG & GROUNDS - MUNIC BLDG		410.00		
01-203-26-315-020	(2019) VEHICLE REPAIRS & MAINTENANCE		646.64		
01-203-28-370-020	(2019) PARKS & PLAYGROUNDS OTHER EXP.		615.00		
01-203-28-375-020	(2019) MAINT OF PARKS (BEACHES/LAKES)		768.97		
01-203-31-435-020	(2019) ELECTRICITY - ALL DEPARTMENTS		4,410.58		
01-203-31-436-020	(2019) ELECTRICITY - STREET LIGHTING		3,588.40		
01-203-31-437-020	(2019) NATURAL GAS		3,642.65		
01-203-31-440-020	(2019) TELECOMMUNICATIONS		757.08		
01-203-31-447-020	(2019) PETROLEUM PRODUCTS		2,994.48		
01-204-55-000	ACCOUNTS PAYABLE			1,988.00	
01-209-55-000-000	COUNTY ADDED/OMITTED PAYABLE			5,879.24	
01-211-55-100-000	COUNTY OPEN SPACE ADDED/OMITTED			188.96	
01-260-05-100	DUE TO CLEARING			0.00	173,480.36
01-290-55-000-001	DUE TO NJ - DCA TRAINING FEES			1,881.00	
01-290-55-000-005	DUE TO T-MOBILE - SPRINT FEES			1,830.10	
TOTALS FOR	Current Fund	57,957.74	103,755.32	11,767.30	173,480.36
02-200-40-700-400	Recycling Tonnage Grant			105.00	
02-260-05-100	DUE TO CLEARING			0.00	105.00
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	105.00	105.00
04-215-55-976-000	2012 Bond Ordinance 17-12			775.00	
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			14,226.11	
04-215-55-983-000	2017 CAPITAL ORDINANCE 05-17			5,483.63	
04-215-55-984-000	2018 CAPITAL ORDINANCE 4-18			7,579.96	
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19			21,180.00	
04-260-05-100	DUE TO CLEARING			0.00	49,244.70
TOTALS FOR	General Capital	0.00	0.00	49,244.70	49,244.70
05-201-55-520-520	Water Operating - Other Expenses	1,886.15			
05-203-55-520-520	(2019) Water Operating - Other Expenses		13,410.13		
05-260-05-100	DUE TO CLEARING			0.00	15,296.28
TOTALS FOR	Water Operating	1,886.15	13,410.13	0.00	15,296.28

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
07-201-55-520-520	Sewer Operating - Other Expenses	787.34			
07-203-55-520-520	(2019) Sewer Operating - Other Expenses		507.57		
07-260-05-100	DUE TO CLEARING			0.00	1,294.91
TOTALS FOR	Sewer Operating	787.34	507.57	0.00	1,294.91

Total to be paid from Fund 01 Current Fund	173,480.36
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	105.00
Total to be paid from Fund 04 General Capital	49,244.70
Total to be paid from Fund 05 Water Operating	15,296.28
Total to be paid from Fund 07 Sewer Operating	1,294.91

deduct \$86.11 =

239,421.25 - 86.11

To transfer:

\$239,335.14

Capital transfer

69,244.7004

36-110-

69,158,590.34

Checks Previously Disbursed

220012	FIRST DATA CORPORATION	CLOVER CC MACHINE MONTHLY CHARGES	45.83	1/06/2020
220011	KANSAS STATE BANK	JANUARY 1, 2020 - DPW TRUCK LEASE	1,090.00	1/01/2020
16715	TCF EQUIPMENT FINANCE	PO# 21444 POLICE CAR LEASE / CUST# 730289	2,247.19	1/09/2020
16714	MTN. LAKES PUBLIC LIBRARY	PO# 21457 JAN 2020 MTN LAKES PUBLIC LIBRARY	24,834.58	1/09/2020
16713	MTN. LAKES BOARD OF EDUCATION	PO# 21456 JANUARY 2020 MTN LAKES SCHOOL DIST	1,953,949.50	1/09/2020
16712	MORRIS COUNTY MUNICIPAL	Multiple:	103,492.00	1/09/2020
16711	KANSAS STATE BANK	PO# 21443 COPIER- 2ND SEMI ANNUAL LEASE PAYM	2,308.00	1/09/2020
16710	ANN PURCELL - PETTY CASH	PO# 21472 TO ESTABLISH PETTY CASH FUND FOR 2	250.00	1/09/2020
			2,088,217.10	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund	2,072,580.10	173,480.36	2,246,060.46
Fund 02 FEDERAL AND STATE GRANTS		105.00	105.00
Fund 04 General Capital		49,244.70	49,244.70
Fund 05 Water Operating	8,110.00	15,296.28	23,406.28
Fund 07 Sewer Operating	7,527.00	1,294.91	8,821.91
BILLS LIST TOTALS	2,088,217.10	239,421.25	2,327,638.35

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

Meeting Date: 01/27/2020 For bills from 01/01/2020 to 01/22/2020

Check#	Vendor	Description	Payment	Check Total
5176	102 - ANDERSON & DENZLER ASSOC., INC	PO 21498 DECEMBER 2019 PROFESSIONAL SERVICES	2,403.55	2,403.55
TOTAL				2,403.55

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	2,403.55
17-500-00-050-231	Sunrise Senior Living Management			170.50	
17-500-00-050-308	NEW LAND MT. LAKES - INSPECTION FEES			571.55	
17-500-00-091-310	PULTE GROUP - ENCLAVE SITE INSPEC. FEE			151.05	
17-500-00-091-316	SUNRISE - INSPECTION FEES			1,510.45	
TOTALS FOR	Developer's Escrow	0.00	0.00	2,403.55	2,403.55

Total to be paid from Fund 17 Developer's Escrow 2,403.55
2,403.55

Checks Previously Disbursed

5175	THE MANSION AT ML, LLC	PO# 21484	INSPECTION FEE REFUND - ADDITIONAL	1.76	1/16/2020
5174	THE MANSION AT ML, LLC		INSPECTION FEE REFUND - REISSUE OF	5,186.43	1/13/2020
5160	THE MANSION AT ML, LLC		TO VOID CHECK AND REISSUE	-5,186.43	1/13/2020 *MANUAL VOI
				5,188.19	
				-5,186.43	*VOIDED
				1.76	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 17 Developer's Escrow	1.76	2,403.55	2,405.31
BILLS LIST TOTALS	1.76	2,403.55	2,405.31

List of Bills - (3310101001001) CASH - RECREATION

Recreation Trust

Meeting Date: 01/27/2020 For bills from 01/01/2020 to 01/22/2020

Check#	Vendor	Description	Payment	Check Total
5326	4026 - MORRIS COUNTY PARKS COMMISSION	PO 21479 2020 WOODS & LAKE RUN PERMIT- RESER	150.00	150.00
5327	4016 - ROBERT WAGMILLER	PO 21490 REIMBURSEMENT: 2020 WOODS & LAKE RU	220.00	220.00
TOTAL				370.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	370.00
33-600-00-090-000	Recreation Trust Reserves			370.00	
TOTALS FOR	Recreation Trust	0.00	0.00	370.00	370.00

Total to be paid from Fund 33 Recreation Trust

370.00

370.00

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

RESOLUTION 70-20

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

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

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

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

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

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

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Phoenix Advisors, LLC. for Continuing Disclosure Agent and Independent Registered Municipal Adviser of Record services for the period January 1 to December 31 2020 as forth in a proposal attached hereto in an amount not to exceed \$1,050 per filing year to include three (3) filings and \$100 for each additional filing .

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

Section 3. The term of this agreement shall be from January 1, 2020 through December 31, 2020.

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

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 27, 2020.

Mitchell Stern, Acting Municipal Clerk

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

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor/Professional: Cheriy Adams

Financial Impact:

Item	Applicability	Standard	Verified	Reviewer
Affirmative Action	Goods and Services; Professional Services	Employee information report provided	✓	AKL
Business Registration	Goods and Services; Professional Services	Copy of Registration provided	✓	AKL
Attorney Review	All Contracts	Confirmation that the agreement has been reviewed by the Borough Attorney	12/16/19	AKL
Confidentiality	Professional Services; Goods and Services	Provisions when appropriate included in the contract	✓	AKL
Corporate Disclosure	Goods and Services; Professional Services	Disclosure affidavit provided.	✓	AKL
Insurance	All Contracts	Proof of insurance as required by RFP, Specifications, or Contract	✓	AKL
Debarment	Public Works	Vender not currently on the State debarment list	✓	AKL
Invoice Process	All Contracts	Consistent with Local Public Contracts law and Borough procedures.	N/A	AKL
Non-collusion	All Contracts	Non-collusion affidavit has been signed	✓	AKL
Non-performance	All Contracts	Provision addressing consequences for non-performance or breach of agreement.	N/A	AKL
Political Contribution Disclosure	Professional Services	Disclosure language in contract; form completed	✓	AKL
Payment Terms	All Contracts	Do standard payment terms apply?	✓	AKL
Professional Appointment	Professional Services	Has a resolution of appointment been adopted	1/6/20	AKL
Qualifications	Professional Services	Proof of professional licenses/certifications	✓	AKL
Renewal	Professional Services; Goods and services	Provision concerning renewal included where appropriate	N/A	AKL
Term	All Contracts	One year term for professional services, two years for goods and services, or Statutory exception.	✓	AKL
Termination	All Contracts	Right to terminate included when appropriate	✓	AKL
Financial	All contracts	Has the economic impact of the transaction been evaluated?	0% increase	AKL

Date: 1/16/20



**2020
AGREEMENT
for
CONTINUING DISCLOSURE and
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

THIS AGREEMENT, valid for the calendar year noted above, (the "Agreement") by and between Mountain Lakes Borough, 400 Boulevard, Mountain Lakes, NJ 07046-1520 (the "Issuer"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Services.

WITNESSETH:

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

WHEREAS, Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") governs the many aspects of continuing disclosure; and

WHEREAS, Phoenix Advisors provides continuing disclosure agent services, has the expertise as Continuing Disclosure Agent ("Disclosure Agent"), and has hereunder been appointed by the Issuer to serve as its Disclosure Agent until the expiration of this Agreement, as defined in Section 4 herein; and

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

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

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

Section 1 - CONTINUING DISCLOSURE SERVICES

- I. The Issuer's Disclosure Agent will assist the Issuer in meeting the secondary market disclosure obligations delineated in relevant CDAs as specified under the Rule, including any required posting of material event ("Event") notice.

The Issuer understands and acknowledges that its full cooperation is requisite to the Disclosure Agent's success assisting the Issuer in maintaining compliance with its CDAs and requirements of the Rule. The Issuer agrees that it will:

- i. Supply all documents required to be filed under its CDAs to the Disclosure Agent promptly, when available.
 - ii. Notify the Disclosure Agent immediately of any Event requiring the filing of a notice under the Rule or its CDAs.
- II. This Agreement applies to bonds issued since the effective date of the secondary market disclosure requirements of the Rule unless said bonds are exempt under the Rule.
- III. Phoenix Advisors will perform such services relating to its role as the Issuer's Disclosure Agent to a professional standard. Described below is the scope of the Disclosure Agent services and methodology:
 - i. **Codify Issues That Are Subject to Continuing Disclosure**
To make timely and accurate disclosure filings on the MSRB's Electronic Municipal Market Access Data Port website ("EMMA"), the Disclosure Agent will obtain and examine the Issuer's Official Statements relating to the outstanding bond issues to research the requirements found in the CDAs.
 - ii. **Security Setup**
We enter in our proprietary database details of each outstanding issue and its filing obligations. This security setup applies our database functionality to your issues.
 - iii. **Review Data contained in Official Statements**
The Disclosure Agent reviews the Issuer's Official Statements for information concerning disclosure obligations and discusses with the Issuer its filing or reporting obligations. Our review will include other financial obligations undertaken of which we are aware.
 - iv. **Monitor, React and Meet Filing Deadlines**
The schedule of filing dates for outstanding bond issues is part of our database to ensure that required filings are made. We monitor each client's different deadlines to ensure timely filing of necessary documents. Our proprietary database produces ongoing reports that are used to alert the Issuer to approaching filing deadlines providing an essential safeguard for the timely filing of continuing disclosure information.

The Disclosure Agent endeavors to gather required documents from public sources, e.g., state and local websites, to lessen the client's burden. Phoenix Advisors takes a proactive approach to client service. When we must obtain documents from clients, we provide email reminders sufficiently well in advance of upcoming deadlines, then follow up as necessary until completed on EMMA.

- v. **File Financial and Operating Data to Meet Your Obligations**
In addition to filing Audited Financial information, CDAs require the filing of Operating Data. If the operating data is prepared with the assistance of the Disclosure Agent, the report will typically contain information consistent with the statistical data found in relevant Official Statements. This process often requires collaboration with the issuer and other of the issuer's retained professionals.

- vi. **File Documents Uniformly, Accurately, and Promptly**
EMMA is a powerful resource for investors, analysts, and, importantly, underwriters that bid on debt issues. Easy identification on EMMA of filed documents is essential. The Disclosure Agent uses consistent naming and filing conventions, applying clear descriptive titles to filings, and correctly associates them with the right CUSIP on EMMA. The result is a uniform and logical chronology of data where EMMA users can easily find what they need.

The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt. However, we file most documents on the same business day they are received.

- vii. **Confirm Filings to Client Promptly**
The MSRB generates a submission confirmation for all disclosure filings made on EMMA. The Disclosure Agent will promptly send the Issuer an email copy of the MSRB's proof of required, voluntary, or Event filings made on the Issuer's behalf.

- viii. **Coordinate and Submit Voluntary Information**
Voluntary filings are proper because the marketplace is hungry for information. We gather documents including Budgets, Debt Statements, and unaudited financials from issuers then file them as voluntary submissions. The more information, carefully labeled, the Issuer provides, the more professional and forthcoming their appearance is to market participants.

- ix. **Monitor Need for Material Events and Timely Filing of Notices**
There is a significant list of items that regulators deem to be Events, whose incurrence, require a notice to be filed within ten (10) business days of the Event on EMMA. The occurrence of an Event is not apparent to those who are not directly involved with a transaction or with the Issuer's financial operations. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable Event.

- x. **Actively Monitor Issuer Rating Changes**
Rating changes are events that require Event Notice filing on EMMA. The Disclosure Agent's staff endeavors to regularly monitor rating agency news and updates for rating changes that affect the Issuer, and we file the appropriate Event notice. However, Issuers are always notified by the rating agencies when their ratings are adjusted, and when so told, the Issuer must alert the Disclosure Agent.

- xi. **Monitor Bond Insurer and Program Rating Changes**
If a municipal bond insurer or a state program, e.g., a school bond enhancement program, is affected by a rating change, then all the bonds that carry that

insurance or participate in that program will undergo a rating change, too. We monitor these types of rating changes, determine which, if any, of our clients are affected, and file the appropriate Event notices.

xii. **Provide a Comprehensive Report Each Fiscal Year**

We know the importance of documentation and well-organized files. The Disclosure Agent prepares a continuing disclosure report ("Annual Report") each year that shows every issue on which there is a continuing disclosure obligation, every filing, and every Event notice filed on the Issuer's behalf during the year on EMMA. The Annual Report also recaps a five (5) year history of the Issuers filings. Investors, underwriters of bonds, and the Issuer want to see the record of filing history. An accurate record during this timeframe is vital to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.

xiii. **Acceptance of Annual Report**

The Annual Report highlights any exceptions to required filings and the timeliness of filings. The Issuer must carefully review said report and relay to the Disclosure within ten (10) business days, any error, discrepancy, omission, or concern relating to the accuracy or completeness of the Annual Report.

We, the Issuer and Phoenix Advisors, agree that after ten (10) business days, absent notice from the Issuer, the Annual Report is accepted by the Issuer is accurate and complete.

Section 2 - CONTINUING DISCLOSURE SERVICES COMPENSATION

- I. The bond Issuer will compensate Phoenix Advisors for its services as Disclosure Agent, in accordance as set forth below:

i. **Disclosure Agent Service:**

\$1,050 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.

There is a set-up charge for each new bond issuance. The setup fee is \$450 but is discounted to \$200 if Phoenix Advisors serves as Municipal Advisor.

An amendment made to the Rule, effective February 27, 2019, increases the number of Events, to be recorded on EMMA. Phoenix Advisors will charge \$250 for each Event filing made under the Rule's new Events. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.

All fees are invoiced annually.

Section 3 – INDEPENDENT REGISTERED MUNICIPAL ADVISOR

- I. Under the Dodd-Frank law, the SEC requires that any person or entity that provides advice concerning the issuance of municipal securities be licensed and regulated by the SEC and the MSRB to provide any such advice.
 - i. Professionals providing advice to the Issuer must hold a Municipal Advisor Series 50 license. Additionally, persons supervising the provision of municipal securities advice must possess a Series 54 Municipal Principal license.
 - ii. Phoenix Advisors professionals are Series 50 licensed and as appropriate a Series 54 license. Importantly, all licensees are subject to a continuing education protocol.
 - iii. Under the SEC and MSRB regulation, the Municipal Advisor owes a Fiduciary Obligation to the Issuer.
- II. There is no separate fee, financial cost, or obligation concerning the Issuer's appointment of Phoenix Advisors as the Issuer's Independent Registered Municipal Advisor ("IRMA" or "Municipal Advisor"). As the Issuer's IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, prepare a preliminary project analysis, or preliminarily review financing proposals received by the Issuer on an as-requested basis.
 - iv. The Issuer, through designation of an IRMA, allows third parties, primarily broker-dealer underwriting firms, but also other professional disciplines to submit proposals and ideas concerning financings to the Issuer.
 - v. Failure to actively seek advice from the Municipal Advisor means there is no one on your side appropriately licensed to advise the Issuer concerning the issuance or structure of municipal obligations, including bonds, notes, leases or bank loans the Issuer may embark.
- III. When and if the Issuer requests the Municipal Advisor's involvement in a debt issuance, the undertaking of a financial obligation, an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance, a separate Fee Addendum to this Agreement together with a scope of service will be provided for the Issuer's acknowledgement.

Section 4 – AGREEMENT TERM AND CONDITIONS

- I. Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Issuer or any official of the Issuer beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility concerning federal securities laws and represents its intention to comply in all respects with federal securities laws.
- II. This Agreement is subject to annual renewal and may be terminated by either the Issuer or Phoenix Advisors upon thirty (30) days' prior written notice.
- III. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, The Issuer and Phoenix Advisors have caused this Agreement to be duly executed by its authorized representative, as of the day and year first above written.

Mountain Lakes Borough

By: _____
Monica Goscicki, Chief Financial Officer

PHOENIX ADVISORS, LLC

By:  _____
David B. Thompson, Chief Exexutive Officer

Municipal Securities Rulemaking Board

REQUIRED DISCLOSURES

- The MSRB's website is www.msrb.org and the link for the Municipal Advisor Client Brochure is:
<http://msrb.org/~ /media/files/resources/msrb-ma-clients-brochure.ashx>
- SEC forms MA and MA-I are available for inspection on the SEC's EDGAR website at:
www.sec.gov/edgar/searchedgar/companysearch.html
- There are no legal or disciplinary events concerning Phoenix Advisors, LLC, our management or advisors filed on any Form MA or Form MA-I filed with the SEC

Phoenix Advisors, LLC, is a municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). We provide municipal advisor services to clients that may be related to or overlap with other municipal issuer clients. We are aware of no conflict(s) of interest precluding us from fulfilling our fiduciary duty, on any transaction for which Phoenix Advisors is engaged. Should we become aware of any conflict, we would immediately inform the affected parties.

Phoenix Advisors, LLC, offers a variety of services, including but not limited to Municipal Advisor services, Consulting, and Post-Issuance Compliance services. There could be the appearance of a potential conflict of interest in cross-selling services. Phoenix Advisors mitigates any perceived conflict by adhering to a high standard of suitability for any service rendered to our clients. We also clearly disclose that there is no contingency requiring a client to accept multiple services.

Phoenix Advisors has a fiduciary obligation to put your interests ahead of ours, and we take this obligation seriously. We maintain policies and procedures to uphold our standards. Our internal compliance protocol dictates regular reviews of client transactions for compliance with all applicable MSRB rules. Under the same MSRB rules, all municipal advisors are required to provide to clients written documentation of their municipal advisory relationships with clients. You have received a written agreement or addendum to an agreement that includes a scope of services to be provided by Phoenix Advisors, and details the fees for these services.

The MSRB believes that certain forms of compensation may create the potential for conflicts of interest. Compensation may vary depending upon the nature of the engagement and requirements of the client. The MSRB requires that we provide information concerning forms of compensation and its potential to cause a conflict of interest. Various forms of compensation include:

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is typically based upon an analysis by the client and the advisor of the expected duration and complexity of a transaction and the scope of work that the advisor will perform. In the view of the MSRB, this form of compensation may present a potential conflict of interest because the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternative financing options.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

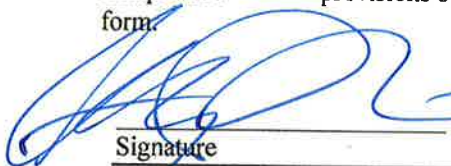
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Phoenix Advisors, LLC		
Address:	625 Farnsworth Avenue		
City:	Bordentown	State:	NJ
		Zip:	08505

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Anthony P. Inverso Senior Managing Director

Signature Printed Name Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
NONE			\$

Check here if the information is continued on subsequent page(s)

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

Part I – Vendor Affirmation

Phoenix

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Advisors, LLC
Name of company
 has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding January 1, 2019 to any of the
contract date
 following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the Council of the Borough of Mountain Lakes as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Lauren Barnett	Cynthia Korman
Janet Horst	Audrey Lane
David Shepherd	Thomas Menard
Daniel Happer	

Part II – Ownership Disclosure Certification

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

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
David B. Thompson	26 Independence Drive Bordentown, NJ 08505
Sherry L. Tracey	115 Harvest Circle Bala Cynwyd, PA 19004
Anthony P. Inverso	68 Sara Drive Robbinsville, NJ 08691

Part 3 – Signature and Attestation:

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

Name of Business Entity: Phoenix Advisors, LLC

Signed: _____ Title: Senior Managing Director

Print Name: Anthony P. Inverso Date: 12/11/19

Subscribed and sworn before me this 11 day of December, 2019 Donna R. Quason
 My Commission expires: March 29 2022 Anthony P. Inverso, Senior Managing Director
 (Affiant)
 (Print name & title of affiant) (Corporate Seal)

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

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

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

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

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



Signature Anthony P. Inverso

12/11/19
Date

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
PHOENIX ADVISORS, LLC

TRADE NAME:

ADDRESS:
625 FARNSWORTH AVENUE
BORDENTOWN NJ 08505-1352

SEQUENCE NUMBER:
1104211

EFFECTIVE DATE:
11/12/04

ISSUANCE DATE:
08/14/18

James J. Quasiano
Director
New Jersey Division of Revenue

FORM BRC

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

Certification 36711

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-MAR-2019 to 15-MAR-2026

PHOENIX ADVISORS, LLC
625 FARNSWORTH AVE.
BORDENTOWN NJ 08505



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership

Corporation

Sole Proprietorship

Limited Partnership

Limited Liability Corporation

Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: David B. Thompson	Name: Sherry L. Tracey
Home Address: 26 Independence Drive Bordentown, NJ 08690	Home Address: 115 Harvest Circle Bala Cynwyd, PA 19004
Name: Anthony P. Inverso	Name:
Home Address: 68 Sara Drive Robbinsville, NJ 08691	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 11 day of December, 2019

Donna P. Carson (Notary Public)

[Signature] (Affiant)
Anthony P. Inverso, Senior Managing Director
(Print name & title of affiant)

My Commission expires: March 29, 2022

(Corporate Seal)

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

THIS AGREEMENT, made this ____ day of _____ in the year _____, by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and

Phoenix Advisors, LLC

(Contractor)

625 Farnsworth Avenue Bordentown, NJ 08505

(Address)

Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor, services and all materials for the construction and completion of the work proposed to be done for the Municipality, and will construct, complete and finish the same in a workmanlike manner to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated _____ which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

**BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS**

Marcy Gianattasio, Borough Clerk

By: _____
**Mitchell Stern, Borough Manager
(SEAL)**

Date

ATTEST:

CONTRACTOR

Donna R. Coarson

By: _____
Anthony P. Inverso
(SEAL)

December 11, 2019

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/11/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Sheeley Insurance Agency 518 Sarah Street Stroudsburg PA 18360	CONTACT NAME: PHONE (A/C, No, Ext): 570-421-1191 FAX (A/C, No): 570-421-1617 E-MAIL ADDRESS: certificate@sheeleyinsurance.com	
	INSURED Phoenix Advisors LLC 625 Farnsworth Ave Bordentown NJ 08505	PHOEN-2 INSURER A : The Hartford INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 1434475540** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			44 SBA TU8542	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			44 SBA TU8542	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			44 SBA TU8542	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	44 WBC CB4180	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Borough of Mountain Lakes 400 Boulevard Mountain Lakes NJ 07046	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
R.H. Aaronson & Son, Inc.
205 Farnsworth Ave
Bordentown, NJ 08505-1807

CONTACT NAME:
PHONE (A/C, No. Ext): (609) 298-0291 **FAX (A/C, No):** (609) 298-0031
E-MAIL ADDRESS:

INSURED
Phoenix Advisors, LLC
625 Farnsworth Avenue
Bordentown, NJ 085051352

INSURER(S) AFFORDING COVERAGE

INSURER A: US Specialty Insurance Co.	NAIC #
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made Policy			U719-102216	10/01/19	10/01/20	Each Occurrence \$1,000,000 In Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Financial Management Consultant

CERTIFICATE HOLDER

Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]



December 17, 2018

Monica Goscicki, Chief Financial Officer
Mountain Lakes Borough
400 Boulevard
Mountain Lakes, NJ 07046-1520

Dear Ms. Goscicki,

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

Timely and complete secondary market disclosure on a continuing basis is not simply a regulatory requirement. It provides the marketplace with financial information concerning the operating condition of an issuer over time, and about specific events occurring after issuance. It is an effective way to put forth to the marketplace an accurate picture of your financial health.

The process of monitoring, collecting, assembling, recording, and filing your documents and information is not an uncomplicated or quick one. But it is one at which Phoenix Advisors is expert, and we are honored that you entrust this responsibility to us.

By renewing your agreement with Phoenix Advisors as your Continuing Disclosure Agent and Independent Registered Municipal Advisors, you can be assured of your continued compliance with your disclosure requirements and having us as your on-hand resource for your municipal finance needs.

Please sign and return your 2019 Agreement at your earliest convenience. You can call us at 609.291.0130 with any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "D. Thompson", is written over a horizontal line.

David Thompson
Chief Executive Officer

**2019
AGREEMENT for**



**CONTINUING DISCLOSURE and
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

THIS AGREEMENT, made and entered into on this ____ day of January 2019 (the "Agreement") by and between Mountain Lakes Borough, 400 Boulevard, Mountain Lakes, NJ 07046-1520 (the "Issuer"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Services.

WITNESSETH:

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

WHEREAS, Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") governs the many aspects of continuing disclosure; and

WHEREAS, Phoenix Advisors provides continuing disclosure agent services, has expertise as Continuing Disclosure Agent ("Disclosure Agent"), and has heretofore been appointed by the Issuer to serve as its Disclosure Agent until the expiration of this Agreement, as defined in Section 4 herein; and

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

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

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

Section 1 - CONTINUING DISCLOSURE SERVICES

- I. The Issuer's Disclosure Agent will assist the Issuer in meeting the secondary market disclosure obligations delineated in its relevant CDAs as specified under the Rule, including the required posting of certain material event ("Event") notices.

The Issuer understands and acknowledges that its full and complete cooperation is requisite to the Disclosure Agent's success assisting the Issuer in maintaining compliance with its CDAs and requirements of the Rule. The Issuer agrees that it will:

- i. Make all documents required to be filed under its CDAs available to the Disclosure Agent in a timely manner.
 - ii. Notify the Disclosure Agent immediately of any Event requiring the filing of a notice under the Rule or its CDAs.
- II. This Agreement applies to bonds issued since the effective date of the secondary market disclosure requirements of the Rule, unless said bonds are excepted under the Rule.
- III. Phoenix Advisors will perform such services relating to its role as the Issuer's Disclosure Agent to a professional standard. The scope of the Disclosure Agent services and methodology are described below:
 - i. **Codify Issues That Are Subject to Continuing Disclosure**

To make timely and accurate disclosure filings on the MSRB's Electronic Municipal Market Access Data Port website ("EMMA"), the Disclosure Agent will obtain and examine the Issuer's Official Statements relating to the outstanding bond issues to research the requirements found in the CDAs.
 - ii. **Security Setup**

Details of each outstanding issue and filing obligations will be entered into our proprietary database. This security setup allows all database functions to be applied to each outstanding issue.
 - iii. **Review Data contained in Annual Financial Statements**

The Disclosure Agent will carefully review the Issuer's financial statements for information concerning debt and lease obligations and discuss with the Issuer its filing or reporting obligations. This will include requirements imposed by financial obligations other than publicly offered securities.
 - iv. **Monitor, React, and Meet Filing Deadlines**

A variety of deadlines can be difficult for an issuer to monitor. A schedule of filing dates for outstanding bond issues is a part of the database to ensure that required filings are not missed. We actively monitor each client's unique deadlines to ensure timely filing of required documents. Our proprietary database produces ongoing reports that are used to alert the Issuer to approaching filing deadlines providing an important safeguard for the timely filing of continuing disclosure information.

The Disclosure Agent endeavors to gather required documents from public sources, e.g., state and local websites, to lessen the client's burden. Often, dissemination agents wait for an issuer to provide required documents, then file only on the specific issues for which they were hired. Phoenix Advisors takes a more helpful, proactive approach to client service. When we must obtain documents from clients, we provide email reminders sufficiently in advance of upcoming deadlines, then follow up as necessary until the filing is completed.

- v. **File Financial and Operating Data to Meet Your Obligations**
In addition to filing Audited Financial information, CDAs require the filing of Operating Data. If the operating data is prepared with the assistance of the Disclosure Agent, the report will typically contain information consistent with the statistical data found in relevant Official Statements. This process often requires collaboration with other of the Issuer's obtained professionals.
- vi. **Confirm Filings to Client in Real Time**
The MSRB generates a submission confirmation for all disclosure filings made on EMMA. The Disclosure Agent will promptly send the Issuer an email copy of the MSRB's confirmation of every required, voluntary or Event filing made on the Issuer's behalf.
- vii. **File Documents Uniformly, Accurately, and Promptly**
EMMA is a powerful resource for investors, analysts and, importantly, underwriters that bid on debt issues. It is vital that information filed with EMMA be easily identified. The Disclosure Agent uses consistent naming and filing conventions, applying descriptive titles to filings, and properly associating them with the correct CUSIP on EMMA. The result is a uniform and logical chronology of data where EMMA users can easily find what they need.
- The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt. However, most documents are filed on the same business day they are received.
- viii. **Coordinate and Submit Voluntary Information**
Voluntary filings are important. We gather documents including Budgets, Debt Statements, and unaudited financials, then file them as voluntary submissions. Phoenix Advisors' Continuing Disclosure Service goes several important steps further than standard dissemination services. The marketplace is hungry for information. The more factual and complete information the Issuer provides, the more professional and forthcoming their appearance will be to market participants. This encourages market participants to buy and trade debt. Increased demand means better interest rates.
- ix. **Monitor Need for Material Events and Timely Filing of Notices**
There is a significant list of items that regulators deem to be Events which, if they occur, require a notice to be filed within ten (10) business days of the Event. The occurrence of an Event is often not apparent to those who are not directly involved with a transaction or with the Issuer's financial operations. It is the Issuer's responsibility to always notify the Disclosure Agent of any reportable Event.
- x. **Actively Monitor Issuer Rating Changes**
Rating changes are also Events which require notices to be filed on EMMA. The Disclosure Agent's staff regularly monitors rating agency news and updates for rating changes that affect the Issuer and the appropriate Event notices are filed. Issuers are always notified by the rating agencies when their ratings are adjusted, when they do, the Issuer must alert the Disclosure Agent.

- xi. **Monitor Bond Insurer and Program Rating Changes**
If a municipal bond insurer or a state program, e.g., a school bond enhancement program, is affected by a rating change, then all the bonds that carry that insurance or participate in that program will undergo a rating change, too. We monitor these types of rating changes, determine which, if any, of our clients are affected, and file the appropriate Event notices.
- xii. **Provide a Comprehensive Report Each Fiscal Year**
We know the importance of documentation, and of well-organized files. The Disclosure Agent prepares a continuing disclosure report ("Annual Report") each year that shows every issue on which there is a continuing disclosure obligation, every filing, and every Event notice filed on the Issuer's behalf during the year. The Annual Report also recaps a five (5) year history of the Issuer's filings. Investors, underwriters of bonds, and the Issuer want to see the record of filing history extending back for this time period. An accurate record during this timeframe is important to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.
- xiii. **Acceptance of Annual Report**
The Annual Report highlights any exceptions to filings which were required and the timeliness of filings. The Annual Report is in addition to the copy of the filing confirmation sent to the Issuer when each filing is done by the Disclosure Agent. The Issuer must carefully review said report and relay to the Disclosure Agent within ten (10) business days, any error, discrepancy, omission, or concern relating to the accuracy or completeness of the Annual Report. It is agreed that after ten (10) business days and absent notice from the Issuer, the Annual Report is accepted by the Issuer is accurate and complete.

Section 2 - CONTINUING DISCLOSURE SERVICES COMPENSATION

- I. The bond Issuer will compensate Phoenix Advisors for its services as Disclosure Agent, in accordance as set forth below:
 - i. **Disclosure Agent Service:**
\$1,050 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding issue, if any, for which filings may be required.

A setup fee will be charged for each new bond issuance. The setup fee will be \$200 on a bond issue on which Phoenix Advisors acts as Municipal Advisor, or \$450 if Phoenix Advisor is not engaged as Municipal Advisor. The setup fee will be invoiced at the time the new bonds are issued.

An amendment made to the Rule, effective February 27, 2019, increases the number of material events ("Events") which must be posted through the MSRB's Electronic Municipal Market Access Data Port ("EMMA"). Phoenix Advisors will charge \$100 for each Event filing made under the Rule's new Events. When Phoenix Advisors is engaged as Municipal Advisor on a transaction that involves such Event filing, the fee will be waived.

Section 3 – INDEPENDENT REGISTERED MUNICIPAL ADVISOR

- I. Under the Dodd-Frank law the SEC requires that any person or entity that provides advice to an issuer of municipal securities be licensed and regulated by the SEC and the MSRB to provide any such advice.
 - i. Professionals providing advice to the Issuer must hold a Series 50 securities license.
 - ii. Phoenix Advisors professionals are Series 50 licensed and are also subject to a continuing education protocol.
 - iii. Under the SEC and MSRB regulations the Municipal Advisor owes a Fiduciary Obligation to the Issuer.
- II. There is no separate fee, financial cost or obligation with regard to the Issuer's appointment of Phoenix Advisors as the Issuer's Independent Registered Municipal Advisor ("IRMA" or "Municipal Advisor"). As the Issuer's IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, prepare a preliminary project analysis, or preliminarily review financing proposals received by the Issuer on an as requested basis.
 - iv. The Issuer by designating an IRMA allows third parties, primarily broker-dealer underwriting firms, but also other professional disciplines to submit proposals and ideas concerning financings to the Issuer.
 - v. Failure to actively seek advice from the Municipal Advisor means there is no one on your side appropriately licensed to advise the Issuer concerning the issuance or structure of municipal obligations, including bonds, notes, leases or bank loans the Issuer may embark upon.
- III. When and if the Issuer requests the Municipal Advisor's involvement in a debt issuance, the undertaking of a financial obligation, an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance, a separate Fee Addendum to this Agreement together with a scope of service will be provided for the Issuer's acknowledgement.

Section 4 – AGREEMENT TERM AND CONDITIONS


- I. Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority with respect to any decision of the Issuer or any official of the Issuer beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility with respect to federal securities laws and represents its intention to comply in all respects with federal securities laws.
- II. This Agreement, as to continuing disclosure services and municipal advisory services, is subject to annual renewal, and may be terminated by either the Issuer or Phoenix Advisors upon thirty (30) days' prior written notice.
- III. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

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

MOUNTAIN LAKES BOROUGH

PHOENIX ADVISORS, LLC

By: _____

By:  _____

Name: Monica Goscicki

Name: David B. Thompson

Title: Chief Financial Officer

Title: Chief Executive Officer

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

RESOLUTION 71-20

**“RESOLUTION AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (DELUXE MANUFACTURING
INC. v. BOROUGH OF MOUNTAIN LAKES – BLOCK 116, LOT 6)”**

WHEREAS, a tax appeal was filed in the Tax Court of New Jersey captioned “Deluxe Manufacturing v. Borough of Mountain Lakes” challenging the 2010 through 2019 tax assessments on Block 116, Lot 6 (105 Route 46); and

WHEREAS, the Plaintiffs and the Tax Assessor have agreed to a settlement of this tax appeal as set forth in a proposed Stipulation of Settlement attached hereto; and

WHEREAS, the Borough Council finds that it is in the best interest of the Borough to approve the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that the Borough Attorney is authorized to execute a Stipulation of Settlement in settlement of the tax appeals captioned “Deluxe Manufacturing Inc. v. Borough of Mountain Lakes”; and be it further

RESOLVED that the Tax Collector is hereby authorized to process any refund required as a result of the settlement of this tax appeal.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 27, 2020.

Mitchell Stern, Acting Municipal Clerk

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

THE DAVIDSON LEGAL GROUP, LLC

Peter L. Davidson, Esq.
Attorney NJ ID 042381991
154 South Livingston Avenue, Suite 207
Livingston, New Jersey 07039
Tel. (973) 422 0115
Fax (973) 422 0117

Deluxe Mfg Operations Inc,

Plaintiff,

v.

Mountain Lakes Bor,
Defendant.
(Morris County)

TAX COURT OF NEW JERSEY

DOCKET NO.: 008824-2010, 003541-2011

DELUXE MANUFACTURING ETC,

Plaintiff,

v.

MOUNTAIN LAKES BOR,
Defendant.
(Morris County)

DOCKET NO.: 008160-2012

DELUXE MAUFACTURING OPERATIONS INC.,

Plaintiff,

v.

MOUNTAIN LAKES BOR.,
Defendant.
(Morris County)

DOCKET NO.: 004371-2013, -2014, -2015

STIPULATION OF SETTLEMENT
(Without Affidavit)

Assigned Judge: Vito L. Bianco, J.T.C.

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted, and a judgment be entered as follows:

Block:116 Lot:6
 Year: 2010
 Street Address: 105 Rte 46

2010	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,863,300	N/A	\$2,863,300
Improvements	\$2,955,300	N/A	\$2,393,300
TOTAL	\$5,818,600	N/A	\$5,256,600

Block:116 Lot:6
 Year: 2011
 Street Address: 105 Rte 46

2011	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,863,300	N/A	\$2,863,300
Improvements	\$2,955,300	N/A	\$2,400,300
TOTAL	\$5,818,600	N/A	\$5,263,300

Block:116 Lot:6
 Year: 2012
 Street Address: 105 Rte 46

2012	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,863,300	N/A	\$2,863,300
Improvements	\$2,955,300	N/A	\$2,420,300
TOTAL	\$5,818,600	N/A	\$5,283,600

Block:116 Lot:6
 Year: 2013
 Street Address: 105 Rte 46

2013	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,863,300	N/A	\$2,863,300
Improvements	\$2,373,400	N/A	\$1,883,400
TOTAL	\$5,236,700	N/A	\$4,746,700

2. The parties agree that there has been no change in value or municipal-wide revaluation or reassessment adopted for the tax year(s) 2014 and 2015, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to and a final disposition of this case and the entire

controversy and of any actions pending or hereafter instituted by the parties concerning the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).

3. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred .

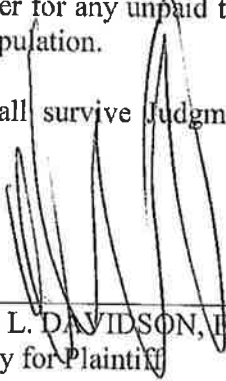
4. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.

5. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been conditionally waived by taxpayer.

6. All tax over-payments and interest shall be by refund following the date of issuance of Judgment made to the account of "DELUXE MAUFACTURING OPERATIONS INC.," Plaintiff and THE DAVIDSON LEGAL GROUP LLC, as attorney for, "DELUXE MAUFACTURING OPERATIONS INC.," without any offsets or deductions whatsoever for any unpaid taxes or municipal charges for tax years subsequent to the tax years covered by this Stipulation.

7. The provisions of Paragraphs 5 and 6 shall survive Judgment even if not included in the Judgment issued by the Tax Court.

Dated:



PETER L. DAVIDSON, ESQ.
Attorney for Plaintiff

Dated:

ROBERT H. OOSTDYK, ESQ.
Attorney for Defendant

THE DAVIDSON LEGAL GROUP, LLC

Peter L. Davidson, Esq.
Attorney NJ ID 042381991
154 South Livingston Avenue, Suite 207
Livingston, New Jersey 07039
Tel. (973) 422 0115
Fax (973) 422 0117

DELUXE MAUFACTURING OPERATIONS INC.,

Plaintiff,

v.

MOUNTAIN LAKES BOR.,
Defendant.
(Morris County)

DOCKET NO.: 006302-2016, 001752-
2017, 002401-2018, 002213-2019

STIPULATION OF SETTLEMENT
(Without Affidavit)

Assigned Judge: Vito L. Bianco, J.T.C.

1. It is hereby stipulated and agreed that the assessment of the following property be adjusted, and a judgment be entered as follows:

Block:116 Lot:6
Year: 2016
Street Address: 105 Rte 46

2016	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,863,300	N/A	\$2,863,300
Improvements	\$2,373,400	N/A	\$1,906,400
TOTAL	\$5,236,700	N/A	\$4,769,700

Block:116 Lot:6
Year: 2017
Street Address: 105 Rte 46

2017	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,863,300	N/A	\$2,863,300
Improvements	\$2,373,400	N/A	\$1,915,400
TOTAL	\$5,236,700	N/A	\$4,778,700

Block:116 Lot:6
 Year: 2018
 Street Address: 105 Rte 46

2018	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,863,300	N/A	\$2,863,300
Improvements	\$2,373,400	N/A	\$1,924,400
TOTAL	\$5,236,700	N/A	\$4,787,700

Block:116 Lot:6
 Year: 2019
 Street Address: 105 Rte 46

2019	<u>Original Assessment</u>	<u>County Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land	\$2,863,300	N/A	\$2,863,300
Improvements	\$2,373,400	N/A	\$1,937,400
TOTAL	\$5,236,700	N/A	\$4,800,700

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.
4. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been conditionally waived by taxpayer.
5. All tax over-payments and interest shall be by refund following the date of issuance of Judgment made to the account of "DELUXE MAUFACTURING OPERATIONS INC.," Plaintiff and THE DAVIDSON LEGAL GROUP LLC, as attorney for, "DELUXE MAUFACTURING OPERATIONS INC.," without any offsets or deductions whatsoever for any unpaid taxes or municipal charges for tax years subsequent to the tax years covered by this Stipulation.
6. The provisions of Paragraphs 4 and 5 shall survive Judgment even if not included in the Judgment issued by the Tax Court.
7. The parties acknowledge that it is after October 1st, 2019 the assessment date for 2020 and agree that the assessment for the Tax Year 2020 for the subject property shall be no higher than \$3,500,000.

8. The parties agree that the assessment for the Tax Year 2021 for the subject property shall be no more than \$3,400,000

Dated:



PETER L. DAVIDSON, ESQ.
Attorney for Plaintiff

Dated:

ROBERT H. OOSTDYK, ESQ.
Attorney for Defendant

STATE TAX APPEAL

DELUXE MFG OPERATIONS INC.
105 ROUTE 46 MOUNTAIN LAKES
BLOCK 116 LOT 6

TAX YEAR	ORIGINAL ASSESSMENT	TAX COURT JUDGMENT	REDUCTION	TAX RATE	REFUND AMOUNT
2010	\$ 5,818,600	\$ 5,256,600	\$ 562,000	2.100%	\$ 11,802.00
2011	\$ 5,818,600	\$ 5,263,300	\$ 555,300	2.123%	\$ 11,789.02
2012	\$ 5,818,600	\$ 5,283,600	\$ 535,000	2.163%	\$ 11,572.05
2013	\$ 5,236,700	\$ 4,746,700	\$ 490,000	2.387%	\$ 11,696.30
2014	\$ 5,236,700	\$ 4,746,700	\$ 490,000	2.422%	\$ 11,867.80
2015	\$ 5,236,700	\$ 4,746,700	\$ 490,000	2.468%	\$ 12,093.20
2016	\$ 5,236,700	\$ 4,769,700	\$ 467,000	2.527%	\$ 11,801.09
2017	\$ 5,236,700	\$ 4,778,700	\$ 458,000	2.572%	\$ 11,779.76
2018	\$ 5,236,700	\$ 4,787,700	\$ 449,000	2.628%	\$ 11,799.72
2019	\$ 5,236,700	\$ 4,800,700	\$ 436,000	2.705%	\$ 11,793.80
			\$ 4,932,300		\$ 117,994.74

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

RESOLUTION 72-20

“RESOLUTION AUTHORIZING THE EXECUTION OF AN APPLICATION FOR A UTILITY ROAD OPENING PERMIT FROM THE NEW JERSEY DEPARTMENT OF TRANSPORTATION AND A HOLD HARMLESS AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND SUNRISE DEVELOPMENT, INC.”

WHEREAS, Sunrise Development, Inc. (“Sunrise”) is the owner of real property known as 1 Old Bloomfield Avenue (Block 118.04, Lot 2.01) in the Borough of Mountain Lakes; and

WHEREAS, Sunrise is currently developing an assisted living facility on the property; and

WHEREAS, in connection with said development, Sunrise requires a utility road opening permit from the New Jersey Department of Transportation (“NJDOT”) pursuant to NJDOT’s regulations at N.J.A.C. 16:41 in order to extend water and sewer connections to the property; and

WHEREAS, NJDOT’s regulations require that a utility permit be sought by and issued to the utility owner; and

WHEREAS, the Borough is the owner of the water and sewer lines to be extended to the property and, thus, the Borough must apply for and obtain the utility permit; and

WHEREAS, as the work will be performed by Sunrise, the Borough is only willing to apply for the utility permit if Sunrise agrees to indemnify and hold the Borough of Mountain Lakes harmless.

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 an application for a utility road opening permit from the New Jersey Department of Transportation and are further authorized to execute a Hold Harmless Agreement between the Borough of Mountain Lakes and Sunrise Development, Inc. in the form attached hereto.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 27, 2020.

Mitchell Stern, Acting Municipal Clerk

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

NOTE: This is a courtesy copy of this rule. The official version can be found in the *New Jersey Administrative Code*. Should there be any discrepancies between this text and the official version, the official version will govern.

TITLE 16. DEPARTMENT OF TRANSPORTATION
CHAPTER 41. HIGHWAY OCCUPANCY PERMITS

Authority: N.J.S.A. 27:1A-5, 27:1A-6, and 27:1A-7

Expires August 25, 2015

SUBCHAPTER 1. PURPOSE AND SCOPE

16:41-1.1 Purpose and scope

The purpose of this chapter is to provide the procedures, standards, and conditions for the issuance of highway occupancy permits by the Department. Highway occupancy permits are required when any activity is undertaken over, under, or within any portion of State highway right-of-way or property under the jurisdiction of the Department. Additionally, a highway occupancy permit is required for any activity which may interfere with the free and safe movement of normal highway traffic on a State highway or when any activity will affect any portion of State highway right-of-way or property under the jurisdiction of the Department. This chapter does not apply to Charitable Solicitation Permits as these permits are covered under N.J.A.C. 16:40, Charitable Solicitation on Roadways. This chapter does not apply to highway access permits, which are addressed in N.J.A.C. 16:47, State Highway Access Management Code, or to activities concerning the operation, erection, placement or maintenance of news dispenser boxes within State highway rights-of-way or property under the jurisdiction of the Department which are subject to the provisions of N.J.A.C. 16:41B, Newspaper Boxes on State Highway Right-Of-Way.

16:41-1.2 Requests for permits

(a) Applicants shall direct requests for permits, except for wireless communications site survey permits, to the Regional Maintenance Office in the region in which the majority of the activity is to take place. The map at the chapter Appendix, incorporated herein by reference, shows the boundaries of each region. The addresses and telephone numbers of the Regional Maintenance Offices are:

1. For the Northern Region:

New Jersey Department of Transportation
200 Stierli Court
Mount Arlington, NJ 07856-1322
(973) 770-5140
(609) 588-6211 (Emergency only)

2. For the Central Region:

New Jersey Department of Transportation
100 Daniels Way
Freehold, NJ 07728-2670
(732) 625-4330
(609)-588-6212 (Emergency only)

3. For the Southern Region:

New Jersey Department of Transportation
1 Executive Campus
Cherry Hill, NJ 08002-4123
(856) 486-6688
(609) 588-6213 (Emergency only)

(b) Applicants shall direct requests for wireless communications site survey permits to the following address:

Wireless Communications Unit
New Jersey Department of Transportation
1035 Parkway Avenue
PO Box 600
Trenton, NJ 08625-0600
(609) 530-3875

(c) Applicants shall direct requests for field markouts of fiber optic cables or conduit facilities to the Department's website or Traffic Operations Centers listed below:

1. <http://www.state.nj.us/transportation/eng/elec/ITS/markout.shtm>.

2. Traffic Operations North (Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Sussex, Somerset, Union and Warren counties):

New Jersey Department of Transportation
670 River Drive
Elmwood Park, NJ 07407
(201) 797-3676

3. Traffic Operations South (Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Mercer, Monmouth, Ocean and Salem counties):

New Jersey Department of Transportation
One Executive Campus
Route 70 at Cuthbert Road
Cherry Hill, NJ 08002
(856) 486-6610

4. For emergency markouts Statewide call (609) 588-6212.

(d) Applicants wishing to undertake more than one activity shall make one application for a single permit for the combination of activities.

(e) A person performing any activity within any portion of State highway rights-of-way or property under the jurisdiction of the Department that does not require a new permit shall notify the Regional Maintenance Office of the region in which the majority of the activity is to take place.

16:41-1.3 Department functions for wireless communications site survey permits

(a) The Wireless Communications Unit for wireless communications site survey permits shall perform those functions this chapter designates for performance by a Regional Maintenance Office for highway occupancy permits.

(b) The supervisor of the Wireless Communications Unit for wireless communications site survey permits shall perform the functions this chapter designates for performance by a Regional Maintenance Engineer for highway occupancy permits.

SUBCHAPTER 2. DEFINITIONS

16:41-2.1 Definitions

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise:

"Access permit" means a permit issued pursuant to N.J.A.C. 16:47, as amended and supplemented.

"Application" means a document submitted to the Department to initiate the permit process.

"Applicant" means a private party or entity, municipality, county, or any public agency applying for a permit.

"Banner" means a strip of material without rigid support that is painted or printed with text or graphics.

"Carrier" means a wireless communications company licensed by the Federal Communications Commission to operate in New Jersey.

"Commissioner" means the Commissioner of the New Jersey Department of Transportation or such persons as the Commissioner may designate.

"Complete application" means an application satisfying Department form and content requirements set forth in this chapter, thereby making it acceptable for Department review.

"Day" means calendar day, unless otherwise specified.

"Decorations" means an ornament, other than a banner.

"Department" means the New Jersey Department of Transportation.

"Design standards" means standards for design based on one or more of the following:

1. "New Jersey Department of Transportation Roadway Design Manual," 2001, as amended and supplemented, or superceding editions, incorporated herein by reference, available from the Department's Engineering Documents Unit at 609-530-5587 or on the Department's website at: <http://www.state.nj.us/transportation/eng/documents/RDME/>.

2. "New Jersey Department of Transportation Bridges and Structures Design Manual," 4th edition, as amended and supplemented, or superceding editions, incorporated herein by reference, available from the Department's Engineering Documents Unit at 609-530-5587 or on the Department's website at: <http://www.state.nj.us/transportation/eng/documents/BDME/>.

3. "A Policy on Design Standards--Interstate System," 2005 edition, or superceding editions, incorporated herein by reference, available from the American Association of State Highway and Transportation Officials (AASHTO), Suite 249, 444 North Capitol St., NW, Washington, DC 20001, or on the AASHTO website at: <https://bookstore.transportation.org/>.

4. "Standard Electrical Details," July 2001, as amended and supplemented, or superceding editions, incorporated herein by reference, available from the Department's Engineering

Documents Unit at 609-530-5587 or on the Department's website at:
<http://www.state.nj.us/transportation/eng/elec/TSS/CADD/eElectricalDetails.shtm>.

5. "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD), 2003 edition, Rev. 1 and 2, as amended and supplemented, or superceding editions, incorporated herein by reference. The MUTCD is available on the Federal Highway Administration website at: <http://mutcd.fhwa/dot/gov/> or on the AASHTO website at: <https://bookstore.transportation.org/>.

6. "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction," 2007 edition, as amended and supplemented, or superceding editions, incorporated herein by reference, available from the Department's Engineering Documents Unit at 609-530-5587 or on the Department's website at:
<http://www.state.nj.us/transportation/eng/specs/2007/Division.shtml>.

7. "A Policy on Geometric Design of Highways and Streets," 5th edition, or superceding editions, as amended and supplemented, incorporated herein by reference, available from the American Association of State Highway and Transportation Officials (AASHTO), Suite 249, 444 North Capitol St., NW, Washington, DC 20001, or on the AASHTO website at:
<https://bookstore.transportation.org/>.

8. N.J.A.C. 16:25, Utility accommodation, as amended and supplemented.

9. "New Jersey Department of Transportation Sample Plans," 2001, as amended and supplemented, or superceding editions, incorporated herein by reference, available from the Department's Engineering Documents Unit at 609-530-5587 or on the Department's website at: <http://www.state.nj.us/transportation/eng/CADD/E/pdf/SamplePlansEnglish.pdf>.

10. "New Jersey Department of Transportation Standard Roadway Construction/Traffic Control/Bridge Construction Details," 2001, as amended and supplemented, or superceding editions, incorporated herein by reference, available from the Department's Engineering Documents Unit at 609-530-5587 or on the Department's website at:
<http://www.state.nj.us/transportation/eng/CADD/E/index.shtml#StandardDetailsEnglish>.

"Expiration" means the formal termination of a permit.

"Extended lot line" means a line, radial or perpendicular to the highway centerline, at each end of the frontage, extending from the right-of-way line to the curblin.

"Freeway" means a multi-lane, divided highway having a minimum of two lanes in each direction and limited access.

"Highway" means a public right-of-way, whether open or improved or not, including all existing factors of improvements.

"Highway occupancy permit" or "permit" means any permit issued under this chapter.

"Maintenance" means continuous work required to hold component factors covered by a permit against deterioration due to wear and tear and thus to preserve the general character of the original component factors without alteration.

"Private utility" means a utility owned and operated by private citizens or concerns.

"Public utility" shall have the meaning established at N.J.S.A. 48:2-13, as amended and supplemented, incorporated herein by reference, and N.J.S.A. 48:5A-1 et seq., as amended and supplemented, incorporated herein by reference.

"Repair" means limited or minor replacement of one or more component factors covered by a permit that may be required because of storm or other cause to restore a condition requiring only maintenance.

"Rights-of-way" means State highway property and property rights, including easements, owned and controlled by the Department.

"Right-of-way line" means the outer edge of State highway property, separating highway property from the abutting lots owned by others.

"Shoulder" means the portion of the roadway that lies between the edge of the traveled way and curblines, excluding auxiliary lanes.

"Sidewalk area" means that portion of the right-of-way that lies between the curblines and right-of-way line, regardless of whether a sidewalk exists.

"State highway" means a road owned, taken over, controlled, built, or maintained by the Department.

"State highway system" means the network of State highways.

"Streetscape improvement" means a project contained within or along state highway rights-of-way or property under the jurisdiction of the Department that combines various activities covered by more than one category of highway occupancy permits, including, but not limited to, crosswalks, sidewalks, curbs, landscaping, drainage enhancements, benches, street furnishings, lighting, and traffic calming measures. The predominant activity being performed as a streetscape improvement will be the category for which the permit application is made, with the other activities also indicated on the application.

"Traveled way" means the portion of the roadway provided for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

"Utility" means a privately, publicly or cooperatively owned line, facility or system for producing, transmitting, or distributing communications, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water not connected with highway drainage, or any other similar commodity, including any fire or police signal system or street lighting system which directly or indirectly serves the public.

"Waiver" means the Department's intentional relinquishment of its right to wholly enforce provisions of this chapter. Waivers may either reduce or eliminate requirements.

SUBCHAPTER 3. GENERAL PROVISIONS

16:41-3.1 General restrictions

(a) The Department shall not assume any cost involved in the activities authorized by a highway occupancy permit, unless the permittee is under contract to the Department and working on Department rights-of-way or property under the jurisdiction of the Department at the written request of the Department.

(b) No person shall use any part of State highway rights-of-way or property under the jurisdiction of the Department for any private purpose or uses associated with private purposes. The sidewalk area shall be kept clear of buildings, sales exhibits, signs, parking areas, service equipment, vehicles, and appurtenances.

(c) No person shall erect advertising signs or devices on or overhanging State highway rights-of-way or property under the jurisdiction of the Department. No person shall use State highway rights-of-way or property under the jurisdiction of the Department for the display of merchandise. The Department shall not authorize the erection and maintenance on public property of signs other than those that regulate, direct, or warn, or as otherwise allowed by State law.

(d) No person shall place, maintain, or display upon or in view of any State highway, any unauthorized traffic sign, device, or other contrivance, that purports to be or is an imitation of, or of such a nature as to be mistaken for, an official traffic sign, that attempts to direct the movement of traffic, or that hides from view or interferes with the effectiveness of any official sign. No public authority shall permit any traffic sign, or any traffic signal bearing thereon or on its support, any commercial advertising on a State highway.

(e) A permittee, in the conduct of activity authorized by a permit, shall conduct the activity in a manner that does not interfere with any Department structure or facility, on, over, or under the State highway, or with any concurrent activity being done as part of a highway improvement project, unless the permit authorizes the interference.

(f) When a permittee is to fill a lot adjacent to the highway to the highway grade, the Department may require the permittee to make provision, at the permittee's own expense, for disposition of highway drainage by installing pipes of adequate size and material, inlets, catch basins, manholes, headwalls, and ditches as may be necessary to protect the Department's drainage rights. The permittee shall avoid interference with drainage installations and shall not disturb the existing cross-section and drainage of highways. The permittee shall not interrupt the longitudinal flow of water along the curblin, and shall make adequate provision for all transverse, lateral, and longitudinal drainage affected by the permittee's construction.

(g) The Department shall not permit openings in newly constructed or resurfaced State highways for a period of five years after the construction or resurfacing, without the consent of the Commissioner, as documented in a waiver pursuant to N.J.S.A. 27:7-26 and N.J.A.C. 16:41-8.

(h) The Department shall not authorize activity within the limits of State highway rights-of-way or property under the jurisdiction of the Department that would adversely affect the stability, appearance, or designed function of the State highway itself or of its component or auxiliary structures.

(i) The permittee shall locate all lighting, sprinklers, heaters, landscape ties, and other equipment for roadside establishments off State highway rights-of-way or property under the jurisdiction of the Department. The Department shall not be responsible for maintenance or replacement of any such appurtenances within State highway rights-of-way or property under the jurisdiction of the Department.

16:41-3.2 Inspection, material, and workmanship

(a) Activity within State highway rights-of-way or property under the jurisdiction of the Department is subject to inspection and approval by the Department. Construction, as far as is practicable, shall conform in quality and appearance to similar Department construction. Material shall conform to the Department's "Standard Specifications for Road and Bridge Construction", 2007 edition, and any updates or superceding editions, unless otherwise specified in the permit. If the Department's inspector determines that the permittee is providing insufficient traffic protection or that some other deficiency exists, the Department's inspector shall prohibit the permittee from conducting further activity until the permittee corrects the deficiency.

(b) Pursuant to N.J.A.C. 16:41-6.6, the Department may assign an inspector whose time and expenses shall be charged to the permittee, when any of the following occur:

1. Activities outside of 8:00 A.M. to 4:30 P.M., Monday through Friday, not including authorized State holidays;
2. Activities on authorized State holidays;

3. Activities requiring full-time monitoring by a resident engineer;
 4. Activities requiring monitoring by an inspector for more than two hours per day; or
 5. Activities relating to extraordinary or unforeseen conditions.
- (c) The cost of construction work and material shall be entirely at the permittee's expense.

SUBCHAPTER 4. STANDARDS

16:41-4.1 Standards

(a) All activity performed within State highway rights-of-way or property under the jurisdiction of the Department and all signs, markings or other traffic control devices used by the permittee shall be in compliance with the design standards defined at N.J.A.C. 16:41-2.1, unless otherwise specified in the permit.

(b) When performing activity within State highway rights-of-way or property under the jurisdiction of the Department, the permittee shall be responsible for the following:

1. Having all required approved traffic control signs and devices on site before the actual start of the activity;
2. Placing and maintaining, within State highway rights-of-way or property under the jurisdiction of the Department, all approved traffic control signs and devices during the activity period and removing same upon completion of the activity;
3. Maintaining the uninterrupted flow of traffic at all times, unless otherwise specified in the permit;
4. Not storing material and parking equipment on State highway rights-of-way or property under the jurisdiction of the Department except while the activity is underway, unless otherwise specified in the permit;
5. Using traffic directors at every location when the permittee's equipment is entering, leaving, or crossing active traffic lanes, unless otherwise specified in the permit;
6. Providing and installing temporary removable pavement marking tape to effect temporary changes in pavement markings, removing permanent markings that are inappropriate or misleading, and, upon completion of the work, restoring all pavement markings to their original configuration, or as indicated in the permit;
7. Restoring all portions of the work area to accommodate traffic during non-work hours, and ensuring that all excavations or drop offs greater than two inches (50 millimeters) are eliminated, covered, protected or delineated; and
8. Immediately notifying the appropriate Regional Maintenance Office, at the telephone number specified in N.J.A.C. 16:41-1.2(a), of any threat to public health, safety, or welfare.

SUBCHAPTER 5. PERMIT APPLICATIONS

16:41-5.1 Submission of permit applications

(a) Applications for highway occupancy permits are available from the Department's Regional Maintenance Offices or the Department's website at:

www.state.nj.us/transportation/eng/forms. Multiple activities, such as construction of streetscape improvements, may be included on one application. Whenever the activities restrict the available pavement width or alter the normal traffic patterns, a request to close the lane or shoulder shall be included on the application. Based upon the predominant activity being performed, the following application forms shall be used:

<u>Predominant Activity</u>	<u>Application</u>
Utility opening	Form MT-17A
Erection of pole	Form MT-33A
Drainage facilities	Form MT-39A
Bridge attachment	Form MT-105A
Highway occupancy	Form MT-120A

(b) Permit applicants shall provide duplicate copies of the following information to the appropriate Regional Maintenance Office:

1. For a highway occupancy permit for activities other than those listed in (b)2 through 5 below, the applicant's name, mailing address, and telephone number; the name of the entity on whose behalf the applicant makes the application; the type of permit for which the applicant makes the application; the State highway number, municipality, county, exact location, direction, and reference point such as a street, stream, or milepost, at which the proposed activity is to be undertaken; and a description of the project the applicant proposes to undertake;

2. For a bridge attachment permit, the entity for whom application is being made, the agent making the application, the telephone number and mailing address of the agent; the location of the attachment as being on or over the bridge; the route number, municipality, county, location with reference to intersection, and distinct landmark such as a road, river, or stream, at which the proposed activity is to be undertaken; and the purpose of the activity;

3. For a utility opening permit, the applicant's name, mailing address, and telephone number; the State highway number, municipality, county, location with reference to intersection, and distinct landmark such as a road, river, or stream, and nearest street, at which the proposed opening is to be undertaken; the width, length, and square footage of the opening; and the work commencement and completion date, and when applicable, the bond date and agreement date;

4. For a drainage facility construction permit, the applicant's name, mailing address, and telephone number; the State highway number, side, municipality, county, location with reference to intersection, and distinct landmark such as a road, river, or stream, and nearest street, at which the proposed drainage facility construction opening is to be undertaken; and the purpose of the proposed drainage facility construction; and

5. For a pole erection permit, the applicant's name, being a utility company, mailing address and telephone number, the bond and agreement dates; the number of poles to be erected or relocated; the maximum voltage; the completion date; the State highway number, municipality, county, and location in relation to an intersecting street, stream or landmark at which the pole erection is to be made; and the general purpose of the work.

(c) The Regional Maintenance Office shall determine if permits are necessary, confirm that the applicant has applied for the proper types of permits, coordinate the review with other Department offices, and, if appropriate, issue letters confirming that permits are not needed.

(d) The Department shall not consider an application to have been submitted, and shall not begin processing a permit application, until the applicant has submitted the proper application fee.

(e) The entities listed in the table below or a representative thereof holding a completed power of attorney form (MT-156, available from the Department's Regional Maintenance Offices or the Department's website at: www.state.nj.us/transportation/business/accessmgt/), are the only entities eligible to sign permit applications. The applicant shall submit the completed MT-156 with the application when those listed do not sign the application. If the signatory is signing in other than an individual capacity, the applicant shall submit with the application a copy of an appropriate resolution authorizing the individual to sign on behalf of the applicant.

<u>Type of permit application</u>	<u>Application signed by:</u>
Utility openings	Utility*
Poles	Utility
Curb, sidewalk or handicapped ramps	Abutting owner or local authority
Drainage facilities	Applicant
Landscaping, tree trimming, vegetation control, or unclassified landscaping	Abutting owner or local authority
Bridge attachments	Applicant
Pedestrian overpass or underpass	Applicant
Grading	Abutting owner or local authority
Guiderail	Applicant
Test holes or borings	Applicant
Monitoring wells	Applicant
Crosswalks	Local Authority
Telephones	Applicant
Bus shelters or benches	Registered motor carrier or local authority
Banners, decorations, or temporary announcements or guide signs	Applicant
Parades or gatherings	Applicant
Temporary use	Applicant
Detours off State highways or vice versa	Applicant
Lane or shoulder closings on State highways	Applicant
Automatic traffic counting procedures	Applicant
Wireless communications site surveys	Carrier
Railroad grade crossings	Railroad or its designated contractor
Miscellaneous	Applicant

*For longitudinal underground fiber optic installations, a public utility shall sign the application.

(f) Applications shall reflect conditions that exist at the time the application is submitted to the Department and include all State, county, municipal, or private projects that have been advertised for construction or awarded, as appropriate.

(g) The application shall identify all State highways by route number and shall identify direction of travel based on the general orientation of the State highway, as designated by the Department. These directions may differ from the orientation of the particular State highway segment.

(h) The Department may require supporting documents as part of the application as identified in N.J.A.C. 16:41-5.6(b).

16:41-5.2 Permit application categories

(a) Following is a list and an accompanying description of the different categories of permit applications:

1. Utility openings, which are for trenchless or open excavations for the purpose of constructing, maintaining (if no traffic interruption is involved), or installing subsurface utilities such as sewer lines, water lines, gas lines, fiber optic lines, telecommunication or electric conduits, or service connections within any portion of State highway rights-of-way or property under the jurisdiction of the Department.
2. Poles, which are for the erection, relocation, or replacement of poles, appurtenances, or other pole attachments located within any portion of State highway rights-of-way or property under the jurisdiction of the Department. Appurtenances shall include cable or guy anchors, and low mounted transformer supports. Pole attachments include, but are not limited to, call boxes, climbing rungs, transmission lines, cross arms, and transformers.
3. Curb, sidewalk or handicapped ramps, which are for the construction, repair, or replacement of curb, sidewalks, or handicapped ramps within any portion of State highway rights-of-way or property under the jurisdiction of the Department.
4. Drainage facilities, which are for connecting to any Department drainage structure or installing drainage facilities within any portion of State highway rights-of-way or property under the jurisdiction of the Department, including any drainage work that impacts such rights-of-way or property. This includes construction or modification of inlets, manholes, headwalls, and other appurtenances, and any temporary connections to Department drainage facilities. If drainage activity is included in a highway access permit issued by the Department's Access Management Bureau, a separate drainage facilities highway occupancy permit shall not be required.
5. Landscaping, tree trimming, vegetation control, or unclassified landscaping, which are for planting, trimming or removing trees, shrubbery, vegetation and other forms of landscaping on State highway rights-of-way or property under the jurisdiction of the Department.
6. Bridge attachments, which are for installing, laying, or connecting pipes, conduits, wires, cables, or other appurtenances on, over, under, or through viaducts, bridges, or other structures within any portion of State highway rights-of-way or property under the jurisdiction of the Department.
7. Pedestrian overpass or underpass, which are for permission to construct a structure to enable pedestrians or animals to cross over or under a State highway or property under the jurisdiction of the Department. The applicant shall own the property on both sides of the highway.
8. Grading, which are for excavating, filling, or otherwise changing the grade within any portion of State highway rights-of-way or property under the jurisdiction of the Department, but outside paved areas.
9. Guiderail, which are for the removal, installation, or modification of guiderail, pursuant to Section 8 of the New Jersey Department of Transportation Roadway Design Manual. Any person owning property that abuts Department rights-of-way may apply for permission to have guiderail removed within the State highway system or its jurisdictional limits.
10. Test holes or borings, which are for determining utility locations, underground structures, soil logs, and environmental sampling.

11. Monitoring wells, which are for monitoring water levels or contamination.
12. Crosswalks, which are for the installation of distinctly indicated paths for pedestrian crossing by striping or other marking on the highway surface.
13. Telephones, which are for the installation or removal of telephones or booths.
14. Bus shelters or benches, which are for the installation or removal of bus shelters or benches.
15. Banners, decorations, or temporary announcements or guide signs, which are for the installation or removal of banners, decorations, or temporary announcements or guide signs.
16. Parades or gatherings, which are for processions moving along or across, or for assemblages of people on, State highway rights-of-way or property under the jurisdiction of the Department.
17. Temporary use, which is for continuous occupancy for a period of less than one year. Renewal of these permits is at the discretion of the Department. Anticipated occupancy of State highway rights-of-way or property under the jurisdiction of the Department for greater than one year may require the execution of a lease through the Department's Office of Right-of-Way.
18. Detours off State highways or vice versa, which are for rerouting State highway traffic onto a street that is not a State highway or vice versa for a specific limited period of time. The permittee should plan and conduct the activity creating the detour in such a manner that maintains the movement of vehicular traffic in a safe and efficient manner.
19. Lane or shoulder closings on State highways, which are for restricting the available pavement widths or altering the normal traffic patterns.
20. Automatic traffic counting procedures, which includes any and all activities associated with the installation and removal after a prescribed period of time, of temporary automatic traffic counting equipment.
21. Wireless communications site surveys, which are for an annual permit for a carrier to assess the suitability of potential sites for a wireless communications facility. The permit will authorize testing the site for clear transmission and constructability. The permit, for all sites by a carrier, can include other activities including, but not limited to, test holes or borings, landscaping, tree trimming, vegetation control, or unclassified landscaping, monitoring wells, lane or shoulder closings or temporary use.
22. Railroad grade crossings, which are for the removal, modification, repair, installation, or maintenance of an at-grade railroad across or along a State highway.
23. Miscellaneous, which are for activities within any portion of State highway rights-of-way or property under the jurisdiction of the Department that are not covered in this chapter or other State highway rules including, but not limited to, filming of movies or television programming.

16:41-5.3 Concurrent applications

(a) When the Department receives an application that may affect the same section of State highway right-of-way or property under the jurisdiction of the Department as another application for which a permit has not yet been issued, the Department shall coordinate the review of both applications and resolve conflicts, if any. The Department shall apportion

responsibility for the activities between the two applicants based on measures the Department shall establish relating to the timing and location of the activities.

(b) When the Department receives an application for the longitudinal installation of underground fiber optic facilities that affects the same section of State highway as another application for the longitudinal installation of underground fiber optic facilities for which a permit has not yet been issued, the Department shall require that the facilities of these applicants occupy the same trench and to be installed under one construction contract.

16:41-5.4 Review time for applications

(a) The Department shall process a completeness check of an application within 45 days of the Department's receipt thereof, in accordance with N.J.A.C. 16:41-5.6(a). Upon the Department's determination that an application is complete, the Department shall have a maximum application review time of 45 days within which to approve or deny the application. This review time shall apply only to the Department and does not include any applicant time or time for Federal Highway Administration reviews of activity on Interstate highways, interchanges, or ramps. The Department may extend this review time for permits for longitudinal installations of private facilities over 660 feet long and for the longitudinal installations of underground fiber optic facilities over 1,320 feet long.

(b) The Department's application review time for a particular application may be extended upon the written consent of the applicant.

(c) Whenever the Department requests supplemental information from the applicant, the step in the process and its associated time frame shall restart once the Department receives the information. When an applicant fails to respond to a Department request for supplemental information within 90 days of the request, the Department shall consider the application to have been withdrawn.

16:41-5.5 Application process

(a) The Regional Maintenance Office shall determine if an application is complete, based on whether an application meets the criteria for the type of application applied for, including whether the appropriate application fee and all of the items listed in N.J.A.C. 16:41-5.7 have been submitted. If the application is not complete, the Regional Maintenance Office shall send written notice to the applicant that shall contain a request for specific additional information.

(b) If the Department approves the application, the Regional Maintenance Office shall send a proposed permit to the applicant. If the Department denies the application, the Regional Maintenance Office shall send the applicant a denial letter that shall state the reasons for the denial and that shall refer to the design standards that support the denial.

(c) If the applicant changes any aspect of the application in response to Department comments or in response to a statement of reasons for denial, the Department shall not require a new application and fee. If the applicant unilaterally changes any aspect of the application, the Department shall require a new application and fee.

16:41-5.6 Application checklist

(a) Applicants shall submit, with the appropriate application form specified in N.J.A.C. 16:41-5.1(a), the application fee and four copies of a detailed sketch or plan to the following scale: one inch equals 30 feet or one inch equals 50 feet. The Department may require additional copies of the plans, depending on the nature and complexity of the particular application.

1. Plan sheet size shall not exceed 24 inches by 36 inches.
2. Each plan sheet shall include a title block. The title block shall be located in the lower right corner of each plan sheet and shall include the municipality, county, date, name of the applicant, and the type and the limits of the proposed activity.
3. Each plan shall show the State highway rights-of-way lines.
4. The plans shall cover all areas where activity is proposed, and shall show pertinent existing highway and topographic features, and all proposed activities, including installations, removals, and modifications, in a manner that shall be readily distinguishable from existing features.
5. Either the applicant or Department shall place an approval block on the key sheet or, if there is no key sheet, on every plan sheet submitted with the application. The approval block shall contain the following statement:

The Department of Transportation, pursuant to the Tort Claims Act, N.J.S.A. 59:1-1 et seq., and in particular N.J.S.A. 59:4-6, hereby approves this plan and in particular the location and design of the fixtures, improvements or structures that are depicted on this plan within State highway right-of-way as proposed features which shall each constitute "approved features" of the "highway design." The Department further authorizes the placement, improvement, or construction of same within State highway right-of-way in the manner depicted on this plan. The placement, repair and maintenance of the fixtures, improvements or structures depicted on this plan within State highway right-of-way as proposed features shall remain the responsibility of the permittee and are not assumed by the Department, except as otherwise indicated on this plan.

DEPARTMENT OF TRANSPORTATION

By: _____

(b) The applicant shall submit the following information with the application in the manner of submission identified below, with respect to each of the following types of permits:

Type of Permit	Information to be provided	Manner of submission		
		Application Form	Plans	As Attachment
Utility openings	Approved utility waiver			X
	Evidence of membership in One-Call Damage Prevention System			X
	Evidence of public utility status by Board of Public Utilities			X
	Traffic control plan		X	
Poles	Traffic control plan		X	
Curb, sidewalk or handicapped ramps	Traffic control plan		X	
	Block and lot, except for local authority applications	X		
Drainage facilities	Traffic control plan		X	
	Block and lot, except for local authority applications	X		
	Drainage calculations			X

Type of Permit	Information to be provided	Manner of submission		
		Application Form	Plans	As Attachment
Landscaping, tree trimming, vegetation control, or unclassified landscaping	Traffic control plan		X	
	Block and lot, except for local authority applications	X		
Bridge attachments	Traffic control plan		X	
	Structural calculations			X
Pedestrian overpass or underpass	Traffic control plan		X	
	Block and lot, except for local authority applications	X		
	Foundation report			X
	Structural calculations			X
Grading	Traffic control plan		X	
	Block and lot, except for local authority applications	X		
	Contours or cross sections		X	
	Evidence of Soil Conservation District approval, if more than 5,000 square feet will be disturbed			X
Guiderail	Traffic control plan		X	
	Guiderail calculations based on NJDOT Roadway Design Manual			X
	Block and lot, except for local authority applications	X		
Test holes or borings	Traffic control plan		X	
	Locations and depths of proposed test holes or borings		X	
	Block and lot, except for local authority applications	X		
Monitoring wells	Traffic control plan		X	
	Locations and depths of proposed wells		X	
	Block and lot, except for local authority applications	X		
Crosswalks	Traffic control plan		X	
	Striping plan		X	
Telephones	Traffic control plan		X	

Type of Permit	Information to be provided	Manner of submission		
		Application Form	Plans	As Attachment
Bus shelters or benches	Traffic control plan		X	
	Resolution or certification for maintenance, if maintenance is by other than the applicant			X
	Locations of bus shelters or benches		X	
	Details of bus shelters or benches		X	
	Traffic Order			X
Banners, decorations, or temporary announcements or guide signs	Traffic control plan		X	
	Documentation of local authority endorsement			X
Parades or gatherings	State highway traffic control or detour plan		X	
	Documentation of local authority endorsement			X
	Local law enforcement commitment for traffic control			X
	Parade route		X	
Temporary use	Traffic control plan		X	
	Documentation of local authority endorsement, if the land is beyond the typical right(s)-of-way for the particular highway segment			X
	Block and lot, except for local authority applications	X		
Detours off State highways or vice versa	Traffic control plan		X	
	Documentation of local authority endorsement if the detour is off State highway right(s)-of-way in accordance with N.J.S.A. 27:3-1			X
	Detour route		X	
Lane or shoulder closings on State highways	Traffic control plan		X	
	Striping plan		X	
	Pavement box section for shoulder when traffic will use the shoulder		X	

Type of Permit	Information to be provided	Manner of submission		
		Application Form	Plans	As Attachment
Automatic traffic counting procedures	Striping plan		X	
	Equipment placement		X	
Wireless communications site surveys	Traffic control plan		X	
	Location of test holes or borings		X	
	Locations and depths of proposed wells		X	
Railroad grade crossings	Traffic control plan		X	
	Profiles of rails and pavement		X	
	Detour route		X	
Miscellaneous	Supporting documentation as required by the Department			X

(c) If the applicant proposes to interrupt the flow of traffic or to restrict the available pavement width at any time, the proposed hours and days of the activity and any holiday activity shall be included in the traffic control plan. A temporary traffic control plan for each stage of construction may be required, at the discretion of the Department.

(d) Prior to submitting any application for any activity within the Pinelands area, the Highlands Region or the Meadowlands District, the applicant shall give required notice to the Pinelands Commission, the Highlands Council or the Meadowlands Commission, as appropriate, pursuant to applicable law. The application submitted to the Department shall indicate that the applicant has complied with any notice requirements.

(e) If the applicant proposes to disturb more than 5,000 square feet of the surface area of land, documentation of compliance with the Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq., as amended and supplemented, and N.J.A.C. 2:90, as amended and supplemented, shall be included with the application.

(f) If the applicant proposes an activity within an Agricultural Development Area, as defined in N.J.A.C. 2:76-1.2, as amended and supplemented, documentation of compliance with N.J.A.C. 2:76, as amended and supplemented, shall be included with the application.

16:41-5.7 (Reserved)

SUBCHAPTER 6. PERMIT ISSUANCE AND CONDITIONS

16:41-6.1 Permit issuance process

(a) If the application is approved, the Regional Maintenance Office shall issue proposed permits authorizing activity on State highway rights-of-way or property under the jurisdiction of the Department. The approval of an application does not give the permittee the right to construct, maintain, repair, and use the specified features within State highway rights-of-way

or property under the jurisdiction of the Department. The proposed permit shall be signed by the entity listed in the following table. The signature shall indicate the signatory's acceptance of the terms and conditions of the proposed permit. If the applicant does not return the signed proposed permit and the permit fee to the Regional Maintenance Office within 30 days of the Department's transmittal to the applicant, the Department shall consider the application to have been withdrawn. If the applicant returns the permit fee and the proposed permit signed by the applicable signatory as indicated in the table below to the Regional Maintenance Office within 30 days of the Department's transmittal, then the Department shall execute the permit within 10 days of its receipt by the Department. When the permit is fully executed by both the Department and the applicant, the permittee has the right to construct, maintain, repair, and use the specified features within State highway rights-of-way or property under the jurisdiction of the Department under the terms and conditions of the permit, except that a utility opening permit does not authorize repair.

<u>Type of permit application</u>	<u>Proposed permit signed by:</u>
Utility openings	Utility*
Poles	Utility
Curb, sidewalk or handicapped ramps	Applicant
Drainage facilities	Applicant
Landscaping, tree trimming, vegetation control, or unclassified landscaping	Applicant
Bridge attachments	Applicant
Pedestrian overpass or underpass	Applicant
Grading	Applicant
Guiderail	Applicant
Test holes or borings	Applicant
Monitoring wells	Applicant
Crosswalks	Local governing body
Telephones	Applicant
Bus shelters or benches	Registered motor carrier or local governing body
Banners, decorations, or temporary announcements or guide signs	Applicant
Parades or gatherings	Local governing body
Temporary use	Applicant
Detours off State highways or vice versa	Local governing body
Lane or shoulder closings on State highways	Applicant
Automatic traffic counting procedures	Applicant
Wireless communications site surveys	Carrier
Railroad grade crossings	Railroad or its designated contractor
Miscellaneous	Applicant

*For longitudinal underground fiber optic installations, a public utility shall sign the proposed permit.

(b) Only the permanent owner and operator of a utility facility shall be eligible to receive a utility permit from the Department. The Department shall not issue utility permits to the party, company, or contractor performing the installation or construction work, and shall not issue utility permits to the temporary agent or engineer handling preparation of the permit application for the permanent owner.

(c) If the signatory is signing other than in an individual capacity, the applicant shall submit with the signed proposed permit an appropriate resolution authorizing the individual to sign on behalf of the permittee.

(d) Under unusual or emergency conditions, the Regional Maintenance Engineer may issue oral approvals for activity to be covered by a subsequently issued permit (see N.J.A.C. 16:41-1.2(a) for appropriate telephone numbers). Unusual or emergency conditions shall exist when, in the determination of the Regional Maintenance Engineer, issuance of the oral approval is necessary to protect against an imminent threat to public health, safety, welfare, life, limb, or property. If the Regional Maintenance Engineer grants oral approval, the applicant shall submit an application as outlined in this chapter within five business days of the date the Regional Maintenance Engineer grants the oral approval.

16:41-6.2 Permit conditions for all highway occupancy permits

(a) The permittee shall complete the activity according to the terms and conditions of the permit.

(b) The permittee shall ensure that a copy of the permit is available for review at the activity site.

(c) The conditions of the permit are binding upon all successors in interest.

(d) The Department may impose those site-specific terms and conditions it deems necessary, convenient or desirable when issuing permits.

(e) Every permit shall begin upon the date of permit execution and shall contain an expiration date, as set forth below:

<u>Type of Permit</u>	<u>Permit Term in Years</u>
Utility openings	2
Poles	2
Curb, sidewalk or handicapped ramps	1
Drainage facilities	1
Landscaping, tree trimming, vegetation control, or unclassified landscaping	2
Bridge attachments	1
Pedestrian overpass or underpass	1
Grading	1
Guiderail	1
Test holes or borings	1
Monitoring wells	1
Crosswalks	1
Telephones	1
Bus shelters or benches	1
Banners, decorations, or temporary announcements or guide signs	1
Parades or gatherings	1
Temporary use	1
Detours off State highways or vice versa	1
Lane or shoulder closings on State highways	1
Automatic traffic counting procedures	1
Wireless communications site surveys	1
Railroad grade crossings	1
Miscellaneous	See Permit

(f) The permittee shall notify the Regional Maintenance Office at least 72 hours before starting the activity. The permittee shall complete the activity in an expeditious and safe manner. In the preactivity notification, the permittee shall designate an individual available at all times to replace or repair traffic control devices. The permittee shall provide the name and phone number of this individual to the Regional Maintenance Engineer.

(g) At least one week before starting the activity, the permittee shall send a letter specifying the starting date of the activity and a copy of the permit to the municipal clerk in each municipality where the permit authorizes the activity.

(h) All permits shall contain provisions for indemnification of the State, and its employees and officials. Permit forms with these provisions shall be available upon request from the Regional Maintenance Office.

16:41-6.3 Permit conditions for some highway occupancy permits

(a) Permit conditions for some highway occupancy permits are as follows:

Type of Permit	Applicable subsections of N.J.A.C. 16:41-6.3																	
	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
Utility openings	x		x	x			x	x		x	x					*	*	*
Poles	x							x			x	x						
Curb, sidewalk or handicapped ramps	x			*	x	x	x			x	x			x				
Drainage facilities	x			*	x	x	x			x	x			x				
Landscaping, tree trimming, vegetation control, or unclassified landscaping	*	x		*			x			x	x							
Bridge attachments						x	x			x	x							
Pedestrian overpass or underpass	x			*	x	x	x			x	x							
Grading	*			*	x	x	x			x	x							
Guiderail	x					x	x			x	x							
Test holes or borings	x		x	*		x	x				x							
Monitoring wells	x		x	*		x	x			x	x				x			
Crosswalks							x			x	x							
Telephones	*						x			x	x							
Bus shelters or benches	*						x			x	x							
Banners, decorations, or temporary announcements or guide signs											x	x						
Parades or gatherings																		
Temporary use	*			*		x	x			x	x	x						
Detours off State highways or vice versa						x	x			x	x		x					

Type of Permit	<u>Applicable subsections of N.J.A.C. 16:41-6.3</u>																	
	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)
Lane or shoulder closings on State highways						x	x			x	x							
Automatic traffic counting procedures										x	x							
Wireless communications site surveys						x			x		x							
Railroad grade crossings	x	*	x	x		x	x	*		x	x							*
Miscellaneous	*			*			*				*							

(b) Requirements for One-Call notification and fiber optic markouts are as follows:

1. The permittee shall supply the confirmation number obtained from the One-Call Damage Prevention System to the Regional Maintenance Office in accordance with N.J.S.A. 48:2-83. The permittee shall provide this confirmation number at least 72 hours before starting the activity.

2. The permittee shall conduct a field evaluation which includes a review of the Department's Intelligent Transportation System inventory database at <http://www.state.nj.us/trs/eng/elec/ITS/requests.shtm> to determine if any fiber optic cable or conduit facilities are within the proposed project limits. Field markouts of these facilities are required and shall be requested a minimum of 10 business days prior to conducting any work activity through the contact information provided at N.J.A.C. 16:41-1.2(c).

(c) Ground cover shall not exceed 12 inches in height at full maturity within the sidewalk area. Plantings shall not interfere with sight distance.

(d) The permittee shall provide the Regional Maintenance Office with copies of any other agency approvals required for activity within ultimate, proposed Department rights-of-way or property under the jurisdiction of the Department.

(e) The Department may require security in the form of a bond, check, or money order in an amount sufficient to guarantee or insure restoration of the area disturbed by the permittee, depending upon the extent of the activity and the Department's past experience with the applicant or permittee.

1. If the Department requires security, the permittee shall provide it, in the required form, to the Regional Maintenance Engineer along with the permit fee.

2. If it becomes necessary for the Department to effect repairs because of the failure of the permittee to do so, the Department shall deduct the full cost of the repairs from the amount of the security. If the amount of the security is less than the cost of the repairs performed by the Department or its contractor, the Department shall bill the permittee for the balance due. If the permittee does not pay the full amount due within 30 days of billing, the Department may initiate legal action.

(f) Certain highway occupancy permits are associated with the property and not with the permittee. If the permittee sells the property, the permittee shall provide the purchaser with a copy of the permit. The Department shall not be responsible for advising purchasers of such permits or the conditions contained therein.

(g) If, after issuance of a permit by the Department, a permittee is barred or prevented, directly or indirectly, from proceeding with the activity by a legal action instituted by any State agency, political subdivision, or any other individual or party or by a directive or order issued by any State agency, political subdivision, or court of competent jurisdiction, the period of time prescribed in this chapter for the activity shall be tolled during the pendency of said legal action, directive, or order.

1. The permittee shall notify the Regional Maintenance Office in writing and include its supporting documentation within 30 days of any action that may trigger this provision.

2. If the activity has already commenced, the permittee shall contact the Regional Maintenance Office immediately to ensure that the cessation of activity does not create a hazard.

3. The permittee shall restore any disturbed area at a time and in a manner prescribed by the Department or the Department may do so at the permittee's expense.

4. The remaining activity time shall again begin to run from the date on which the legal directive or order or other legal impediment to continuation of the activity is removed.

5. The permittee shall notify the Regional Maintenance Office in writing within 30 days of the date of removal of the legal impediment to continuation of the activity.

6. The Department reserves the right to reevaluate the permit conditions if the tolling time extends beyond two years from the date the Department executes the permit.

(h) After the permittee completes the activity within State highway rights-of-way or property under the jurisdiction of the Department and meets all conditions of the permit, the permittee shall notify the Regional Maintenance Office, in writing. Within 30 days of its receipt of the notice, or as otherwise specified in the permit, the Regional Maintenance Office shall notify the permittee if any corrective action is required by the permittee.

(i) The following provisions apply to railroad grade crossing permits, except where otherwise noted, and utility opening permits as indicated in the table at (a) above:

1. There shall be no open cut transverse pavement trenches within freeway rights-of-ways. If any additional facilities are required to cross under freeway pavement, the permittee shall use trenchless technology methods from outside the no-access limits of the freeway.

2. When a highway is newly paved, or paved for improvement, the Department shall not permit openings in the highway for a period of five years thereafter, without the consent of the Commissioner, as documented in a waiver pursuant to N.J.S.A. 27:7-26. The Department may extend the period of this restriction indefinitely if the traffic volume on the highway is high.

3. The Department, either in conjunction with its construction projects or in conjunction with projects advanced by others, may modify or revoke a utility opening permit. The Department shall provide an affected utility opening permit holder with at least 30 days notice of the Department's intention to revoke the permit. Any appeal shall be addressed pursuant to N.J.A.C. 16:41-6.12(b). This paragraph does not apply to railroad grade crossings.

4. Work by a permittee cannot begin until pavement has been laid for at least one year. When performing work, the permittee shall restore a trench to meet or exceed existing conditions in accordance with the Department's standard details and standard specifications.

5. The permittee shall restore the surface to a smooth and sound condition that shall meet or exceed pre-existing and surrounding conditions.

6. The permittee shall provide the Department with as-built plans based on the New Jersey Plane Coordinate system with offsets shown from existing physical features. The plans shall record the vertical and horizontal location of the utility facility for each change in grade or alignment at 100 foot intervals. The as-built plans shall also show the horizontal and vertical locations of any manholes or hand holes. The permittee shall submit four prints and one reproducible copy of the as-built plans within one month of completion of construction.

7. The permittee shall construct underground utility facilities that are detectable by standard locating equipment operated on the surface.

8. The minimum lateral proximity to a parallel utility facility, including the State's fiber optic ducts, shall be 18 inches from the edge of utility facility to the edge of utility facility and in accordance with N.J.A.C. 16:25-3.1 and 7.2. As used in this paragraph, utility facilities do not include railroad facilities.

9. The permittee shall construct manholes or hand holes so that the longest dimension is parallel to the roadway and not within the roadway. This does not apply to railroad grade crossings.

10. Except for railroad grade crossings, utility facilities shall not be located longitudinally in the travel lane or in the shoulder unless a waiver has been granted by the Department in accordance with N.J.A.C. 16:25-2.3. On longitudinal installations, utility locations parallel to the pavement at or adjacent to the right-of-way line are preferable to minimize interference with highway drainage, the structural integrity of the traveled way, shoulders, and embankment; and the safe operation of the highway. At a minimum, their lateral location shall be offset a suitable distance beyond the slope, ditch, or curb line, as the Department may stipulate.

(j) The permittee shall notify the Wireless Communications Unit before undertaking any activity for each site covered by the permit at the address indicated in N.J.A.C. 16:41-1.2(b).

(k) The permittee shall be responsible for maintaining the facilities in good repair. Failure to do so shall be a violation of the permit. The permittee shall provide a one-year maintenance bond, the amount of which shall depend upon the value of the activity.

(l) The permittee shall make repairs to facilities that the Department deems necessary to prevent any hazard to the public, interference with traffic, or damage to highway property. Such repairs shall be made as promptly as reasonably possible after the Department notifies the permittee of the need for repairs. A failure to make the designated repairs shall be a violation of the permit.

(m) The permittee shall remove the activity before the expiration of a temporary use permit. The permit shall establish the date for removal. The permit shall also address the restoration of the State highway rights-of-way or property under the jurisdiction of the Department.

(n) The following provisions apply to detours as indicated in the table at (a) above:

1. The permittee shall be responsible for the cost of all maintenance and repairs to the roads over which the traffic diversion takes place;

2. The permittee shall bear the expense of providing and maintaining approved signs, and other safety devices necessary to protect the traveling public throughout the time the detour is in use; and

3. All traffic handling shall be subject to the supervision and control of a representative of the Regional Maintenance Engineer working in cooperation with local police officials, whose expression of ability and willingness to handle traffic proposed to be diverted shall be a permit condition. The Department may require the permittee to retain full-time uniformed traffic directors, depending upon the traffic conditions particular to the activity location and the availability of local police support.

(o) Curb, sidewalk or handicapped ramp permits and drainage facilities permits are subject to the applicable provisions of N.J.A.C. 16:38.

(p) The permittee shall provide any required environmental test reports and results obtained pursuant to the permit to the Department.

(q) Longitudinal installation of overhead lines on the highway rights-of-way shall be limited to single wooden pole type construction. Single wooden pole type construction means that no pole shall be closer than 10 feet to any other pole.

(r) The permittee shall complete pole replacement within 90 days of installation of the new pole, including removal of the pole being replaced.

(s) The following requirements apply to utility opening permits for longitudinal installation of an underground fiber optic facility, as indicated in the table at (a) above:

1. The permittee shall bundle ducts to form one compact facility;

2. The facility shall not occupy over 12 inches in width or 24 inches in depth;

3. The minimum depth of cover of the facility shall be 54 inches. If there is a conflict with an intersecting utility facility at this depth, the permittee shall install the fiber optic facility deeper to go under the other utility. If the other utility extends deeper than 24 inches below the fiber optic facility, the fiber optic facility may go over the other utility and shall be protected with concrete encasement as approved by the Department, but at no location will the encasement be within 24 inches of the surface;

4. There shall be a protective layer over the facility. The applicant shall cover the facility:

i. To within 30 inches of the surface with Permeable Flowable Fill (Controlled Low Strength Material). Orange pigmentation is encouraged, but not required; or

ii. With a cap of poured or pre-cast concrete that is four inches thick and 24 inches wide directly above the fiber optic facility.

5. The permittee shall install a continuous plastic ribbon marking tape on the Permeable Flowable Fill directly above the fiber optic facility or on the trench backfill material directly above the fiber optic facility.

6. Location requirements for utility facilities that longitudinally occupy limited access highways shall be in accordance with N.J.A.C. 16:25-7A.

7. Fiber optic facility installations of one half-mile or longer shall require the permittee to dedicate to the Department the use of one duct (one and one-fourth inch nominal size with associated manholes) for State use. The permittee shall maintain the dedicated duct and associated manholes in good repair. The facilities within the ducts and manholes shall be the responsibility of the State. The permittee shall not begin construction until the Department receives formal documentation from the permittee indicating the permittee's commitment to dedicate the duct use.

8. The permittee shall design and construct the fiber optic facility to avoid future relocations within the limits of all projects listed in the Department's then-existing 10-year

Capital Construction Program. The Department shall waive this requirement if the permittee executes an agreement to absorb all relocation or accommodation costs resulting from the construction of any project listed in the 10-year Statewide Transportation Improvement Program. The permittee shall not undertake construction within the limits of such a project until the permittee and the Department execute a written agreement regarding the payment of future relocation costs.

16:41-6.4 Movement or relocation of highway facilities

(a) When a permit requires the Department's movement or relocation of highway facilities, the Department shall prepare and forward a cost estimate to the applicant. The applicant shall provide a check or money order in the amount of the cost estimate to the Regional Maintenance Office along with the permit fee. The Department shall not execute the permit until the applicant has provided the check or money order.

(b) When the Department has completed the movement or relocation, the Department shall deduct the full cost of the activity from the amount of the check or money order. If the amount of the check or money order is less than the cost of the activity performed by the Department, the Department shall bill the permittee for the balance due. If the permittee does not pay the balance due within 30 days of billing, the Department may initiate legal action. If the amount of the check or money order is more than the cost of the activity performed by the Department, the Department shall refund the difference.

16:41-6.5 Bonds

Permittees who own facilities within Department rights-of-way requiring numerous permits over an extended period of time may execute a single bond for restoration and maintenance required by multiple highway occupancy permits in lieu of multiple bonds for each permit as required by N.J.A.C. 16:41-6.3(e) and (k).

16:41-6.6 Agreements

(a) The Department may require the execution of an agreement as a condition of a permit, when the Department, in its sole discretion, determines that this condition is necessary, convenient, or desirable.

(b) The Regional Maintenance Office shall notify the applicant of such a determination. When the Regional Maintenance Office issues the permit, execution of the agreement shall be one of the conditions. The permit applicant shall perform no activity within Department rights-of-way or property under the jurisdiction of the Department before the execution of the agreement. If the applicant does not respond to the Department's correspondence regarding the agreement within 90 days of the correspondence, the permit application shall be deemed withdrawn.

(c) Agreements may include, but shall not be limited to:

1. An agreement for administrative and inspection costs during construction, an estimate of which is provided by the Department to the permittee. Pursuant to the terms of the agreement, the permittee shall be responsible for payment of all Department costs incurred for these activities, even if the costs exceed the estimate; or

2. A maintenance agreement for activities resulting in the installation or modification of permanent facilities within the Department's right-of-way.

16:41-6.7 Permit expiration

In addition to expiring at the conclusion of the fixed time periods set forth in N.J.A.C. 16:41-6.2(f), a permit may expire pursuant to N.J.A.C. 16:41-6.8.

16:41-6.8. Permit violations

(a) When the Department becomes aware that a permit condition has been violated, it shall notify the permittee, in writing, that the permittee has 30 days within which to remedy the violation.

1. Failure to remedy the violation within the specified time limit shall cause expiration of the permit.

2. The Department shall provide written notice of the effective date of the expiration and may seek the civil penalties provided for in N.J.S.A. 27:7-44.1 or other available remedies.

3. The penalties shall commence on the day following the date of expiration.

4. The Department may remedy the violation and shall deduct the full cost of such work from the amount of any bond, check, or money order held by the Department.

5. If the amount of the guarantee is less than the cost of the repairs performed for the Department, the Department shall bill the permittee for the balance due.

6. If the permittee does not pay the balance due within 30 days of billing, the Department may initiate legal action.

(b) When the Department determines that an emergent situation exists that results from a permit condition violation, the Department shall notify the permittee.

1. The permittee shall make emergency repairs within 24 hours, or as otherwise directed by the Department.

2. If the permittee fails to make the designated repairs within the specified time limit, the permit shall expire and the Department may either remedy the violation or terminate the activity and shall deduct the full cost of any work done from the amount of any bond, check or money order held by the Department.

3. If the amount of the guarantee is less than the cost of the repairs performed for the Department, the Department shall bill the permittee for the balance due.

4. If the permittee does not pay the balance due within 30 days of billing, the Department may initiate legal action.

(c) If the permittee disagrees with the Department's determination that a violation exists, the permittee may appeal pursuant to N.J.A.C. 16:41-6.12.

16:41-6.9 Permit revocations or modifications

The Department may revoke or modify any permit after the Commissioner determines that the conditions that existed at the time the Department executed the permit have changed.

16:41-6.10 Permit extensions

(a) If a permittee starts activity authorized by a permit within the permit time established at N.J.A.C. 16:41-6.2(f), but cannot complete the activity within the allotted time, the permittee shall request an extension of time in writing from the appropriate Regional Maintenance Office and shall submit the required extension fee identified at N.J.A.C. 16:41-7.1 in the form of a check or money order. The Department may approve a single, one-year extension. "Temporary Use" permits may be extended at the discretion of the Department pursuant to N.J.A.C. 16:41-5.2(a).

(b) Permits for monitoring wells may be extended more than once, when required by the Department of Environmental Protection.

16:41-6.11 Acceptance of permit

The start or performance of any activity under a permit shall constitute full understanding and acceptance of, and agreement with, the terms and conditions of the permit and shall represent the express intention and obligation of the permittee to comply therewith.

16:41-6.12 Appeal process

(a) The appeal process for highway occupancy applications and permits, except for utility opening applications and permits and wireless communications site survey applications and permits, is as follows:

1. The applicant or permittee shall submit a written request for reconsideration to the Regional Maintenance Engineer within 30 days of a notice from the Department. The request shall include reasons for the appeal.

2. Within 10 days of receipt of the reconsideration request, the Regional Maintenance Engineer shall schedule a meeting with the appellant that shall take place within 30 days thereafter. The meeting will provide the appellant with an opportunity to present additional information in furtherance of the appeal.

3. The Regional Maintenance Engineer shall render a decision in writing within 15 days of the meeting and shall so notify the appellant. If the appellant does not agree with the decision of the Regional Maintenance Engineer, the appellant may submit a further appeal to the Executive Director for Regional Operations within 15 days.

4. The Executive Director for Regional Operations shall schedule an informal hearing within 10 days of receipt of the appeal. The Executive Director for Regional Operations shall conduct the hearing. At the hearing, the appellant shall have an opportunity to present additional information.

5. In reaching the final agency decision, the Executive Director for Regional Operations shall consider all of the information previously provided and the additional information presented at the hearing, as well as the criteria set forth in these rules and the public's right and interest in a safe and efficient highway system. The Executive Director for Regional Operations shall render the final agency decision, with reasons, within 10 days of the informal hearing and shall so notify the appellant in writing.

(b) The appeal process for utility opening applications and permits is as follows:

1. The applicant or permittee shall submit a written request for reconsideration to the Regional Maintenance Engineer within 30 days of a notice from the Department. The request shall include reasons for the appeal.

2. Within 10 days of receipt of the reconsideration request, the Regional Maintenance Engineer shall schedule a meeting with the appellant that shall take place within 30 days thereafter and will provide the appellant with an opportunity to present additional information in furtherance of the appeal.

3. The Regional Maintenance Engineer shall render a decision in writing within 15 days of the meeting and shall so notify the appellant. If the appellant does not agree with the decision of the Regional Maintenance Engineer, the appellant may submit a further appeal to the Director of Capital Program Support within 15 days.

4. The Director of Capital Program Support shall schedule an informal hearing within 10 days of receipt of the appeal. The Director of Capital Program Support shall conduct the hearing. At the hearing, the appellant shall have an opportunity to present additional information.

5. In reaching the final agency decision, the Director of Capital Program Support shall consider all of the information previously provided and the additional information presented at the hearing, as well as the criteria set forth in these rules and the public's right and interest in a safe and efficient highway system. The Director of Capital Program Support shall render the final agency decision, with reasons, within 10 days of the informal hearing and shall so notify the appellant in writing.

(c) The appeal process for wireless communications site survey applications and permits is as follows:

1. The applicant or permittee shall submit a written request for reconsideration to the Supervisor of the Wireless Communications Unit within 30 days of a notice from the Department. The request shall include reasons for the appeal.

2. Within 10 days of receipt of the reconsideration request, the Supervisor of the Wireless Communications Unit shall schedule a meeting with the appellant that shall take place within 30 days thereafter. The meeting shall provide the appellant with an opportunity to present additional information in furtherance of the appeal.

3. The Supervisor of the Wireless Communications Unit shall render a decision in writing within 15 days of the meeting and shall so notify the appellant. If the appellant does not agree with the decision of the Supervisor of the Wireless Communications Unit, the appellant may submit a further appeal to the manager of the office administering major highway access permits within 15 days.

4. The manager of the office administering major highway access permits shall schedule an informal hearing within 10 days of receipt of the appeal and shall conduct the hearing. At the hearing, the appellant shall have an opportunity to present additional information.

5. In reaching the final agency decision, the manager of the office administering major highway access permits shall consider all of the information previously provided and the additional information presented at the hearing, as well as the criteria set forth in these rules and the public's right and interest in a safe and efficient highway system. The manager of the office administering major highway access permits shall render the final agency decision, with reasons, within 10 days of the informal hearing and shall so notify the appellant in writing.

SUBCHAPTER 7. FEES

16:41-7.1 Fees

(a) When an applicant proposes to undertake multiple activities that are associated with different types of permits, the fee associated with the highest cost permit shall be applicable.

(b) Anyone under contract to the Department and working on Department rights-of-way or on property under the jurisdiction of the Department at the written request of the Department shall not be assessed an application or permit fee for any required permit.

(c) Fees for applications, permits, and renewals are set forth below and are non-refundable. Fees shall be in the form of a check or money order made payable to the Department. The Department shall not accept cash. The applicant shall submit the application fee with the application. The applicant shall not submit the permit fee until the applicant returns the signed proposed permit to the Regional Maintenance Office. The Department shall not execute a proposed permit until the applicant has submitted the proper fee for the permit and the applicable entity identified at N.J.A.C. 16:41-6.1 has signed the proposed permit.

<u>Type</u>	<u>Number</u>	<u>Unit</u>	<u>Application</u>	<u>Permit</u>	<u>Extension</u>
Utility openings	0 to 20	Square Feet (SF)	\$400.00	\$150.00	\$150.00
	20 to 200	SF	\$600.00	\$200.00	\$200.00
	Greater than 200	SF	\$900.00	\$300.00	\$300.00
Poles	1 to 10	Unit	\$250.00	\$75.00	\$75.00
	Greater than 10	Unit	\$475.00	\$150.00	\$150.00
Curb, sidewalk or handicapped ramps	0 to 200	Linear Feet (LF)	\$300.00	\$100.00	\$100.00
	Greater than 200	LF	\$600.00	\$200.00	\$200.00
Drainage facilities	1 to 5	Unit	\$175.00	\$50.00	\$50.00
	Greater than 5	Unit	\$400.00	\$150.00	\$150.00
	0 to 200	SF	\$175.00	\$50.00	\$50.00
	Greater than 200	SF	\$400.00	\$150.00	\$150.00
Landscaping, tree trimming, vegetation control, or unclassified landscaping		Unit	\$300.00	\$100.00	\$100.00
Bridge attachments	0 to 100	LF	\$300.00	\$100.00	\$100.00
	Greater than 100	LF	\$600.00	\$200.00	\$200.00

<u>Type</u>	<u>Number</u>	<u>Units</u>	<u>Application</u>	<u>Permit</u>	<u>Extension</u>
Pedestrian overpass or underpass	1	Unit	\$600.00	\$200.00	\$200.00
Grading		Unit	\$250.00	\$75.00	\$75.00
Guiderail	0 to 200	LF	\$300.00	\$100.00	\$100.00
	Greater than 200	LF	\$600.00	\$200.00	\$200.00
Test holes or borings	1 to 5	Unit	\$175.00	\$50.00	\$50.00
	Greater than 5	Unit	\$350.00	\$125.00	\$125.00
Monitoring wells	1 to 5	Unit	\$175.00	\$50.00	\$50.00
	Greater than 5	Unit	\$350.00	\$125.00	\$125.00
Crosswalks	1 to 4	Unit	\$175.00	\$50.00	\$50.00
	Greater than 4	Unit	\$350.00	\$125.00	\$125.00
Telephones		Unit	\$250.00	\$75.00	\$75.00
Bus shelters or benches		Unit	\$300.00	\$100.00	\$100.00
Banners, decorations, or temporary announcements or guide signs	1 to 5	Unit	\$125.00	\$25.00	\$25.00
	Greater than 5	Unit	\$175.00	\$50.00	\$50.00
Parades or gatherings		Unit	\$125.00	\$25.00	\$25.00
Temporary use			\$350.00	\$125.00	\$125.00
Detours off State highways or vice versa		Unit	\$300.00	\$100.00	\$100.00
Lane or shoulder closings on State highways		Unit	\$175.00	\$50.00	\$50.00
Automatic traffic counting procedure		Unit	\$50.00	\$25.00	\$25.00
Wireless communications site surveys	Annual	Unit	\$600.00	\$200.00	\$200.00
Railroad grade crossings		Unit	\$400.00	\$150.00	\$150.00
Miscellaneous		Unit	\$300.00	\$100.00	\$100.00

SUBCHAPTER 8. WAIVERS

16:41-8.1 Waivers

(a) The Department shall not grant waivers or other relief from design standards or other provisions of this chapter unless the waiver can be granted without substantial detriment to the safety and operation of the highway and without substantially impairing the intent and purpose of this chapter. Only the Commissioner, not a designee, may grant waivers from fees, but appropriate Department staff shall have authority to waive application requirements or other requirements for applicants.

(b) If an applicant wishes to seek a waiver, the applicant shall submit a completed Department form MT-159, Request for Waiver, as an attachment to the permit application. Form MT-159 is available from the Department's Regional Maintenance Offices or the Department's website at: www.state.nj.us/transportation/business/accessmgt/. The request for waiver shall state reasons why a waiver is appropriate and include documentation to support the waiver.

(c) If a waiver is granted, the Department shall incorporate the waiver approval and any associated conditions into the proposed permit.

(d) Possible bases for waiver requests include, but are not limited to:

1. Existing substandard conditions;
2. Existing social, economic or environmental constraints;
3. Unique character of the area;
4. Unreasonableness of strict application of the requirements of this chapter under particular circumstances;
5. Conflict between the requirements of this chapter and the requirements of:
 - i. The Pinelands Commission or the Pinelands Protection Act, N.J.S.A. 13:18A-1 et seq.;
 - ii. CAFRA;
 - iii. The Freshwater Wetlands Act, N.J.S.A. 13:9B-1 et seq.;
 - iv. The Stream Encroachment Act, N.J.S.A. 58:16A-50 et seq.;
 - v. The Federal Flood Hazard Zone Regulations;
 - vi. The Delaware River Basin Commission;
 - vii. The Delaware and Raritan Canal Commission;
 - viii. The New Jersey Meadowlands Commission;
 - ix. The Highlands Water Protection and Planning Council or the Highlands Water Protection and Planning Act, N.J.S.A. 13:20-1 et seq.;
 - x. The Board of Public Utilities;
 - xi. Utility industry standards;
 - xii. The Soil Erosion and Sediment Control Act, N.J.S.A. 4:24-39 et seq., and N.J.A.C. 2:90, as amended and supplemented; and
 - xiii. The State Agriculture Development Committee, N.J.A.C. 2:76; and

6. Municipal, county or other approving agency imposition of conditions beyond the control of the applicant. If this occurs during the Department application process and the applicant provides documentation of these conditions, the Department shall not require a new application and fees as specified in N.J.A.C. 16:41-7.

(e) The grant of a waiver of a particular standard or requirement shall apply only to the specific location requested. It shall not constitute an approval of an application.

Appendix



HOLD HARMLESS AGREEMENT – BOROUGH OF MOUNTAIN LAKES

THIS AGREEMENT, made this ____ day of January, 2020 , by and between **BOROUGH OF MOUNTAIN LAKES** hereinafter the “Borough”), a body politic and corporate and an instrumentality exercising public and essential government functions of the State of New Jersey, having an address of 400 Boulevard, Mountain Lakes, NJ 07046, and **SUNRISE DEVELOPMENT, INC.** (hereinafter “Sunrise”), a corporation organized and existing pursuant to the laws of the Commonwealth of Virginia, having an address of 7902 Westpark Drive, McLean, Virginia 22102.

WITNESSETH:

WHEREAS, Sunrise is the owner of real property known as 1 Old Bloomfield Avenue (Block 118.04, Lot 2.01) in the Borough of Mountain Lakes (the “Property”); and

WHEREAS, Sunrise is currently developing an assisted living facility on the Property; and

WHEREAS, in connection with said development, Sunrise requires a utility road opening permit (the “Utility Permit”) from the New Jersey Department of Transportation (“NJDOT”) pursuant to NJDOT’s regulations at N.J.A.C. 16:41 in order to extend water and sewer connections to the Property; and

WHEREAS, NJDOT’s regulations require that the Utility Permit be sought by and issued to the utility owner; and

WHEREAS, the Borough is the owner of the water and sewer lines to be extended to the Property and, thus, the Borough must apply for and obtain the Utility Permit.

NOW, THEREFORE, the Borough of Mountain Lakes agrees to submit an application to NJDOT, a form of which is annexed hereto as **Exhibit A**, for the Utility Permit authorizing the work needed to extend the Borough’s water and sewer lines to the Property. Sunrise agrees that it shall be responsible for the preparation of the application for the Utility Permit and all work authorized thereunder, and shall hold the Borough harmless from any and all liability attendant to

same, except to the extent such liability is the result of the negligence or intentional misconduct of the Borough, its officers, employees, agents, consultants, contractors, or anyone else acting on behalf of the Borough. Prior to commencing any work authorized by the Utility Permit, Sunrise shall procure a liability insurance policy in an amount of at least Two Hundred Fifty Thousand (\$250,000.00) Dollars naming the Borough as an additional insured. This Agreement shall be for a period of two (2) years and shall be automatically renewable for additional two (2) year terms unless either party notifies the other party at least sixty (60) days in advance of their intention not to renew the Agreement. In the event the Agreement is not renewed and work authorized by the Utility Permit is not complete, Sunrise shall cease all work until such time as this Agreement or another agreement authorizing Sunrise to perform said work is entered into.

ATTEST:

WITNESS:

BOROUGH OF MOUNTAIN LAKES

By: _____

Dated: ___ / ___ / _____

SUNRISE DEVELOPMENT, INC.

By: _____

Dated: ___ / ___ / _____



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE MONTHLY ACTIVITY REPORT

DECEMBER 2019

ADMINISTRATIVE SUMMARY

Most of the construction activity during the month centered on completing projects in preparation for the holiday season. Project starts are typically non-existent with only essential work being done (i.e. mechanical installs and replacements, etc.) It is also the time when property owners make decisions about their future projects.

Site preparation and tree removal has begun at the Sunrise of Mountain Lakes project. Several months of site and utility work will be necessary before the construction of the building begins.

Applications for the next building (five units) at the Enclave at Mountain Lakes project for Pulte Homes has been submitted with construction scheduled to begin in January.



Mountain Lakes Borough
 400 BOULEVARD
 MOUNTAIN LAKES, NJ 07046

Construction Permit Activity Report

12/1/2019 -> 12/31/2019

Summary

	Cost:	Count:			
New:	\$0.00	0	Cubic Footage:	9,613 Cu.ft	Permits Issued: 21
Addition:	\$171,961.00	1	Square Footage:	1,089 Sq.ft	Updates Issued: 1
Alteration:	\$236,172.00	21			
Demolition:	\$0.00	0			
Total:	\$408,133.00	22			

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	7	\$3,273.00	\$0.00	\$3,273.00	B 22	16 %72.7	4 %18.2	2 %9.1
Plumbing:	5	\$420.00	\$0.00	\$420.00	P 13	9 %69.2	4 %30.8	0 %0
Electrical:	13	\$1,532.00	\$0.00	\$1,532.00	E 28	19 %67.9	5 %17.9	4 %14.3
Fire:	5	\$310.00	\$0.00	\$310.00	F 7	4 %57.1	2 %28.6	1 %14.3
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	11	\$1,125.00	\$0.00	\$1,125.00	M 7	6 %85.7	1 %14.3	0 %0
	41	\$6,660.00	\$0.00	\$6,660.00		77	54	16
DCA Training:	1		36					
DCA State:	19		421	\$400.00				
DCA Minimum:	1		1					
	21		\$458					

(Note: Does not include result of none)

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building	0	0	CA	12	\$0.00
Plumbing	0	0	CCO	0	\$0.00
Electrical	0	0	CO	1	\$50.00
Fire	0	0	CC	0	\$0.00
Mechanical	0	0	TCO	1	\$200.00
Elevator	0	0	TCC	0	\$0.00
Total:	\$0.00	\$0.00	Total:	14	\$250.00

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

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	0	\$0	Building	0	\$0
Plumbing	1	\$270	Plumbing	0	\$0
Electrical	1	\$75	Electrical	0	\$0
Fire	1	\$138	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
Total:		\$483	Total:		\$0

Record Count	Total Exempted	Violations	Fines	Paid
DCA Fees 1	\$58	Issued 0	\$0.00	\$0.00

Payments (Based on Payment Date)	
Permit (47)	\$7,618.00
NON-UCC (0)	\$0.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$7,618.00



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

PERIOD	2017 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	9,550.00	9,550.00		
FEBRUARY	16,180.00	25,730.00		
MARCH	11,015.00	36,745.00		
APRIL	14,473.00	51,218.00		
MAY	8,196.00	59,414.00		
JUNE	16,031.00	75,445.00		
JULY	18,388.00	93,833.00		
AUGUST	20,069.00	113,902.00		
SEPTEMBER	6,698.00	120,600.00		
OCTOBER	12,736.00	133,336.00		
NOVEMBER	9,522.00	142,858.00		
DECEMBER	6,930.00	149,788.00		

PERIOD	2018 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	10,958.00	10,958.00		
FEBRUARY	4,025.00	14,983.00		
MARCH	3,342.00	18,325.00		
APRIL	8,802.00	27,127.00		
MAY	18,270.00	45,397.00		
JUNE	7,805.00	53,202.00		
JULY	11,359.00	64,561.00		
AUGUST	9,355.00	73,916.00		
SEPTEMBER	9,504.00	83,420.00		
OCTOBER	23,654.00	107,074.00	Enclave fees	13,888.00
NOVEMBER	17,709.00	124,783.00		
DECEMBER	34,113.00	158,896.00	Enclave fees	23,496.00

PERIOD	2019 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	12,338.00	12,338.00		
FEBRUARY	4,042.00	16,380.00		
MARCH	23,677.00	40,057.00		
APRIL	8,056.00	48,113.00		
MAY	23,363.00	71,476.00		
JUNE	26,134.00	97,610.00		
JULY	16,904.00	114,514.00	Enclave fees	10,592.00
AUGUST	7,245.00	121,759.00		
SEPTEMBER	8,425.00	130,184.00		
OCTOBER	7,403.00	137,587.00		
NOVEMBER	14,035.00	151,622.00		
DECEMBER	7,618.00	159,240.00		



Mountain Lakes Borough
Deposit Payment Totals 12/1/2019 to 12/31/2019

Starting Receipt
PMT-19-00762

Ending Receipt
PMT-19-00798

Cash Total
\$75.00

Check Total
\$7,643.00

Charge Total
\$0.00

Bag #
Grand Total
\$7,618.00

Deposit Account
DCA 01-290-66-000-001
ENG 01-192-08-106-015
UCC 01-192-08-160-000
ZON 01-192-08-105-017

YTD Payments	Payments
\$10,884.00	\$458.00
\$3,600.00	\$200.00
\$138,681.00	\$6,760.00
\$3,400.00	\$200.00
<hr/> \$156,565.00	<hr/> \$7,618.00

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

IN HOUSE

All regular work details including building maintenance, vehicle repairs and maintenance, trash and recycling collection, trash bag deliveries, street sweeping, lawn maintenance, leaf and brush disposal, daily maintenance

Additionally:

Streets & Roads Department:

- Salting and plowing
 - December 17
 - December 18
- Tennis court nets and windscreens removed
- Menorah set up at Kaufman Park
- Menorah lighting on December 22
- Birchwood garage construction work managed
- Island Beach foundation backfilled
- Potholes filled in various locations
- Traffic signs plumbed and repaired
- Island Beach and Birchwood Lake leaf cleanup
- Boat removal from lakes
- Furnace removed from DPW garage
- New heat system installation at FPW garage
- Carpet installation in DPW admin office
- Two loads of Styrofoam taken to Foam Pack
- Wood racks fabricated for garage

Water/Sewer Department:

- Water main break
 - December 24 – Route 46 8”
 - December 27 – Route 46 10”
 - December 30 – Hanover Rd 8”
- Sewer backup repair - 209 Morris
- Well testing for nitrates
- Water turn off 55 Pocono Rd for valve replacement
- Hydrant mapping (seasonal worker)

Vacation/Sick Time:

- 249 Vacation Hours = 115 Man Hours



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Bill Bender
Fire Chief
info@mlvfd.com

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

TO: Borough Manager Mitchell Stern
DATE: 1/15/20
SUBJECT: December 2019 Report

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

FIRE CALLS (10)

LOCATION	DATE	TIME	DESCRIPTION
29 Hillcrest Rd	12/1	4:56 PM	Wires Down. JCP&L Notified
Kingsland RD BT	12/2	11:04 AM	Assist Boonton Twp with car accident
Cobb Road	12/2	8:22 PM	Wires Sparking
50 Lookout Road	12/12	3:32 AM	Furnace Malfunction
46 Dartmouth Rd	12/18	4:16 AM	CO Alarm- False. Power outage
60 Lake Drive	12/22	11:58 AM	CO Alarm-Malfunction
240 Blvd	12/24	6:00 AM	Fire Alarm-Malfunction
2 Warwick Rd	12/25	11:15 AM	Smoke Condition. Chimney flu not open
91 Melrose Rd	12/28	12:38 AM	Odor of Natural gas. Gas grill not turned Off.
Wildwood School	12/30	8:20 AM	Fire Alarm-set off by contractor

DRILLS/Training(1)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	12/1	1:00 PM	JFD Drill

MEETINGS (3)

LOCATION	DATE	TIME	DESCRIPTION
Fire House	12/3	8:00 PM	Officers Meeting
Firehouse	12/10	8:00 PM	Relief Association
Academy	12/11	7:00 PM	County Chiefs Meeting

Truck and Equipment Checks/Work Details (1)

LOCATION	DATE	TIME	DESCRIPTION
Firehouse	12/3	8:00 PM	Equipment checks on E1, E2, R1

COMMUNITY EVENTS (2)

LOCATION	DATE	TIME	DESCRIPTION
Kaufmann Park	12/8	5:00 PM	Christmas Tree Lighting
Borough	12/15	11AM-4 PM	Santa Run/Visit with Santa at Firehouse

TOTAL MANHOURS 400

Borough of Mountain Lakes

BOARD OF HEALTH

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



December 2019

Administration/Tests:

- Review all swimming pool and spa results – Craig school, YMCA and Sports Care.
- Reviewed staff reports and collaborate regarding items or issues of concern.
- Retail food establishment updates and spot checks
- Continued working on lead education program
- Radon Canisters are available for distribution

Inspections

- 12.9.2019 – Barka Re-inspection – remains conditionally satisfactory
- 12.9.2019 – The Mansion Re-inspection – remains conditionally satisfactory
- 12.18.2019 - The Mansion Re-inspection – Satisfactory
- 12.18.2019 – Barka Re-inspection – remains conditionally satisfactory
- 1.13.2020 “Update” Re-inspection now Satisfactory

Court Appearances

- 12.19.2019 – The Mansion – verdict – Guilty
- 12.19.2019 – Barka – Rescheduled to 1.23.2020

Nursing

CDC/NJDOH PUBLIC HEALTH ALERTS

Salmonella Infections associated with Healthcare Facilities linked to Tailor Cut Produce Fruit Mix: Information for Clinicians, Laboratorians and Local Health Department Investigators

Date: December 9, 2019

Public Health Message Type: Alert Advisory Update Information

Intended Audience: All public health partners Healthcare providers Infection preventionists Local health department
 Schools/child care centers ACOs Animal health professionals Other:

Key Points:

- NJDOH is working closely with CDC, public health and regulatory officials in neighboring states, and the U.S. Food and Drug Administration to investigate the possibility of associated Salmonella infections in NJ
- Tailor Cut Produce of New Jersey reports that their recalled fruit products were distributed in Delaware, New Jersey, New York and Pennsylvania
- FDA recommends that facilities should not sell or serve the fruit mix containing cantaloupe, honey dew, pineapple, grapes prepared by Tailor Cut Produce
- Clinicians should order testing by culture when the clinical presentation or history suggests a possible Salmonella infection.
- Local health department (LHD) investigators should promptly interview all Salmonellosis cases with the New Jersey Department of Health (NJDOH) Salmonellosis surveillance case report form and update CDRSS with exposures.

https://www.nj.gov/health/cd/documents/topics/salmonella/salmonella_case_report_form.pdf

Reporting and Isolate Submission:

- All cases of Salmonellosis should be reported in CDRSS or to the LHD where the patient resides. Contact information for LHDs

during business hours can be found at: <https://www.state.nj.us/health/lh/community/>

•It is also required that laboratories submit all Salmonella isolates to PHEL within three days for further characterization to aid in public health surveillance.

Contact Information:

•Deepam Thomas, Foodborne Disease Program Coordinator (deepam.thomas@doh.nj.gov) or The Communicable Disease Service at (609) 826-5964 during business hours.

References and Resources:

•NJDOH Salmonellosis Home Page: <http://www.nj.gov/health/cd/topics/salmonella.shtm>

•FDA Web posting: <https://www.fda.gov/food/outbreaks-foodborne-illness/outbreakinvestigation-salmonella-potentially-linked-tailor-cut-produce-fruit-mix-winter-2019>

Monthly Activities

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

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

Screenings This Month

No screenings this month.

Seasonal Flu Activities

Public Health Nursing continues to receive inquiries and schedules appointments for influenza vaccination for the public and for Township employees. We continue to disseminate the message to the public that individuals who did not receive the vaccine the doses are still available and appropriate to receive via newsletters, social media and the township website.

Influenza activity as reported by NJDOH surveillance remains **high** for this region for week ending December 28th 2019.

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

No patients this month for the Well Child Program.

Childhood Lead Poisoning Prevention Program – T. Fucci, PHRN

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

TB Control Program – T. Fucci, PHRN

No Mantoux tests were administered this month.

Perinatal Hepatitis B Prevention Program, T. Fucci, PHRN

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

Communicable Disease

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

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

December 2019

New Cases: 1	Ongoing Cases: 0
1-Hepatitis A- Not a case	

Health Education

Month's Health Topic

- National influenza vaccine week newsletter explained seven preventive actions to stop the spread of germs. How the flu vaccine works, who should be vaccinated and when according to the Centers for Disease Control and Prevention (CDC). A fact sheet about the importance of physical activity was also distributed explaining the health risk associated with inactivity. The newsletter and factsheet were posted on the borough's website.

Community Engagement

- Health Educator Sharon Guerrero attended the annual The New Jersey Society for Public Health Education (NJSOPHE) meeting held at Rutgers University. The keynote speakers discussed climate change and the effects on vulnerable populations and health equity. Factors contributing to social vulnerability were; age, ethnicity, race, gender, physical ability, health, socioeconomic status, occupation, access to information, and location.

BOROUGH OF MOUNTAIN LAKES

Recreation Department

Department Activity December 2019

The Recreation Commission did not meet formally in December.

The Recreation Department:

- Coordinated the efforts of the Recreation Commission, the DPW, the MLHS Choir and, the Police and Fire Departments for the Annual Tree Lighting and Menorah Lighting in town.
- Hosted the annual AAUW Choir Concert at St. Catherine's Church for the 55+ Lakers and all residents. Many new residents in attendance.
- Set up and completed registration for an Indoor Field Hockey program (held at the Craig School).
- The Recreation Department will now be taking MLBT Wrestling under its control. Awaiting all money from the program to finalize details. We will handle all registration and finances going forward.
- Continued to update Mountain Lakes website with details of recreation events.
- Worked with the program director to finalize logistics for the 2020 Middle School Ski Club and the 2020 High School Ski Club. Briarcliff sold out and we added an additional bus and chaperone.
- Provided support to Winter sports programs as needed (Girls and Boys Basketball, Indoor Field Hockey). Met with BA Carol Delassandro to finalize Rec priority for gym space and fees on Sundays.
- Drafted 2020 Recreation Calendar. Not yet finalized.
- Began conversations regarding upcoming job postings for summer positions.
- Commenced research and set up meetings to begin planning for 2020 summer programs.
- Attended Mock Planning meeting with Rutgers students.
- Finalized Swing Set decisions for Birchwood Lake. Discovered Spruce Edge Trust which contains \$24,394.88 which is to be used for Recreation Facilities and Equipment.
- Set Art at the Esplanade date for June 7th. This is now a Borough Event. Borough will provide insurance and handle all money.



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Joe Mullaney
Code Enforcement Officer
jmullaney@mtnlakes.org

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

TO: Borough Manager Mitchell Stern
DATE: 1/15/20
SUBJECT: Monthly Report December 2019

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

- 12/5: Follow up on tree complaint at North Pocono Road residence
- 12/13: Follow up on complaint received regarding a landscaper dumping on borough land on Midvale. Spoke with contractor and the matter was resolved.
- 12/13: Follow up on complaint about work possibly being done without proper permits at a Fox Hill Lane residence. Spoke with contractor who advised that all necessary permits had been secured and properly displayed at the residence.
- 12/16: Follow up on sign violation at Route 46 business. Matter resolved

SMOKE AND CO DETECTOR INSPECTIONS:

Date:	Location	Pass/Fail
12/4	84 Hanover Rd	Pass
12/6	23 New Castle Ct	Pass
12/17	106 Kenilworth Rd	Pass
12/23	22 Woodland Ave	Pass

SIGN ENFORCEMENT -Monitor placement of temporary signs for compliance with ordinance.

Parking Enforcement: Monitor parking of landscaping trucks on Blvd and around town to ensure compliance.

MLPD Monthly Activity Report

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

MLPD Monthly Activity Report

Month/Year	Alarms	False Alarm Charges	False Alarm Collected	Total Arrests	Juv. Arrests	CDS (Drug) Arrests	L.O. Violations	DWI	M.V. Stops	M.V. Summonses	M.V. Accidents	Animal Complaints	Medical	Thefts	Assaults	Burglary/Robbery	Murder	Total Call Volume
May-13	20	\$ 100.00	\$ -	2	0	0	0	0	43	15	12	11	16	3	0	1	0	541
May-14	23	\$ -	\$ -	7	2	2	0	0	219	88	9	10	7	8	0	4	0	792
May-15	21	\$ 200.00	\$ -	6	0	0	1	2	79	43	12	18	11	2	0	1	0	646
May-16	11	\$ 100.00	\$ 50.00	13	1	11	0	1	267	38	12	14	13	4	5	0	0	806
May-17	25	\$ -	\$ -	9	0	4	0	3	142	48	10	12	14	9	0	8	0	928
May-18	20	\$ -	\$ -	10	0	0	7	2	164	94	11	9	14	3	1	0	0	875
May-19	13	\$ -	\$ -	2	0	0	0	0	62	18	12	10	22	1	1	3	0	869
June-11	39	N/A	N/A	8	1	0	3	0	85	94	9	14	12	4	0	0	0	633
June-12	15	\$ -	N/A	5	2	3	5	1	64	59	6	21	12	3	0	1	0	571
June-13	14	\$ -	\$ 50.00	1	0	1	0	0	47	21	16	12	9	4	0	0	0	514
June-14	31	\$ 50.00	\$ -	5	1	1	0	0	134	56	13	14	14	1	0	1	0	646
June-15	14	\$ 300.00	\$ 200.00	2	0	0	1	0	81	7	14	9	17	3	0	0	0	698
June-16	21	\$ -	\$ -	15	0	8	4	0	220	70	17	15	9	5	0	1	0	956
June-17	29	\$ -	\$ -	7	1	2	0	2	135	39	16	9	14	4	1	0	0	844
June-18	24	\$ -	\$ -	2	0	0	0	0	154	68	11	7	15	5	0	2	0	800
June-19	22	\$ -	\$ -	12	0	1	10	1	117	52	11	10	12	2	0	0	0	856
July-11	35	N/A	N/A	1	1	1	1	0	54	27	10	29	12	4	1	1	0	594
July-12	27	\$ 100.00	\$ -	10	0	1	4	3	72	27	15	14	7	1	0	2	0	566
July-13	25	\$ 200.00	\$ -	5	1	3	5	0	56	17	10	14	8	2	0	1	0	547
July-14	37	\$ 300.00	\$ -	5	0	0	0	2	187	96	8	7	9	3	0	2	0	655
July-15	23	\$ 450.00	\$ 50.00	3	0	0	2	1	116	52	13	15	8	11	0	0	0	705
July-16	22	\$ -	\$ 100.00	15	0	8	1	0	204	52	14	12	19	12	2	12	0	1012
July-17	20	\$ -	\$ -	7	0	3	1	0	138	22	7	12	10	6	2	1	0	693
July-18	16	\$ -	\$ -	7	0	2	0	0	128	56	8	5	9	12	2	22	0	828
July-19	28	\$ -	\$ -	4	0	0	2	0	116	51	7	9	12	6	0	1	0	903
August-11	44	N/A	N/A	3	0	0	0	1	59	32	18	32	19	3	0	0	0	737
August-12	30	\$ 200.00	\$ -	6	2	2	1	2	57	23	11	19	14	3	0	1	0	517
August-13	25	\$ 100.00	\$ -	5	0	0	2	0	80	27	10	30	8	5	3	0	0	537
August-14	22	\$ -	\$ -	7	0	1	0	1	188	74	8	21	9	2	0	27	0	685
August-15	27	\$ 100.00	\$ 800.00	4	0	0	0	1	258	82	3	25	13	5	0	4	0	831
August-16	33	\$ -	\$ 250.00	18	0	6	1	0	198	56	8	23	13	3	0	1	0	810
August-17	15	\$ -	\$ -	14	1	4	3	0	109	25	10	8	9	7	1	2	0	603
August-18	23	\$ -	\$ -	3	0	0	0	0	121	44	8	11	17	6	0	3	0	794
August-19	18	\$ -	\$ -	4	0	0	4	0	90	40	6	5	11	4	0	0	0	792
September-11	25	N/A	N/A	1	0	0	0	1	66	28	15	26	13	5	0	8	0	634
September-12	8	\$ -	\$ -	5	0	0	0	2	44	22	12	97	12	1	0	2	0	611
September-13	17	\$ -	\$ -	1	0	0	1	0	29	10	9	14	14	2	0	0	0	480
September-14	17	\$ 50.00	\$ 150.00	6	1	1	0	0	155	65	7	18	11	3	1	2	0	696
September-15	28	\$ 550.00	\$ 100.00	5	0	0	1	1	192	80	9	16	19	14	0	1	0	846

MLPD Monthly Activity Report

Month/Year	Alarms	False Alarm Charges	False Alarm Collected	Total Arrests	Juv. Arrests	CDS (Drug) Arrests	L.O. Violations	M.V. Stops	M.V. Summonses	M.V. Accidents	Animal Complaints	Medical	Thefts	Assaults	Burglary/Robbery	Murder	Total Call Volume
September-16	20	\$ 200.00	\$ -	9	0	3	0	1	153	7	10	10	11	0	11	0	861
September-17	14	\$ -	\$ -	4	1	2	0	1	98	12	6	15	1	0	0	0	714
September-18	12	\$ -	\$ -	7	0	2	1	1	78	9	5	14	11	0	8	0	795
September-19	15	\$ -	\$ -	3	0	1	0	0	75	15	8	11	4	0	1	0	843
October-11	45	N/A	N/A	2	0	0	0	0	50	31	20	19	1	0	1	2	671
October-12	40	\$ 50.00	N/A	4	0	1	0	0	45	23	114	19	3	0	0	0	773
October-13	4	\$ -	\$ 350.00	7	2	0	2	66	30	7	33	18	3	2	2	0	667
October-14	24	\$ 150.00	\$ 200.00	4	0	1	0	1	106	12	20	10	7	2	1	0	663
October-15	21	\$ 600.00	\$ 550.00	9	0	0	2	3	147	11	16	16	2	0	0	0	716
October-16	28	\$ -	\$ -	3	0	2	1	0	105	7	13	9	4	0	1	0	708
October-17	25	\$ -	\$ -	5	0	2	0	0	115	16	6	15	6	0	1	0	766
October-18	13	\$ -	\$ -	3	0	1	0	1	122	15	4	15	8	0	0	1	866
October-19	20	\$ -	\$ -	2	0	0	0	1	85	13	3	11	5	0	1	0	928
November-11	18	N/A	N/A	1	0	0	0	0	59	35	19	17	2	1	2	0	577
November-12	38	\$ 50.00	N/A	4	0	0	0	2	51	35	28	12	1	0	1	0	576
November-13	9	\$ -	\$ -	2	0	0	0	1	51	17	15	20	6	1	1	0	599
November-14	33	\$ 200.00	\$ 100.00	2	1	0	1	1	107	46	14	10	8	1	0	0	625
November-15	28	\$ 550.00	\$ 500.00	7	0	1	0	0	169	42	7	13	6	0	2	0	766
November-16	21	\$ -	\$ 200.00	4	0	2	1	0	230	10	5	9	4	0	0	0	853
November-17	18	\$ -	\$ -	6	0	2	1	0	79	31	1	12	9	1	5	0	701
November-18	20	\$ -	\$ -	4	0	2	0	0	81	27	5	10	5	0	3	0	804
November-19	20	\$ -	\$ -	3	0	0	0	1	96	43	4	17	1	0	0	0	740
December-11	34	N/A	N/A	2	0	0	0	0	76	28	14	17	6	0	6	0	541
December-12	17	\$ -	N/A	0	0	0	0	0	73	47	17	20	2	2	0	0	581
December-13	22	\$ -	\$ -	5	1	2	0	0	66	28	6	14	6	0	1	0	545
December-14	37	\$ 1,350.00	\$ 250.00	10	3	4	0	3	106	52	8	11	2	0	1	0	576
December-15	26	\$ 1,200.00	\$ 450.00	2	0	0	4	0	157	45	13	15	6	0	1	0	718
December-16	22	\$ 50.00	\$ -	13	0	6	0	2	194	79	8	10	0	0	0	0	865
December-17	15	\$ -	\$ -	1	0	1	0	0	100	44	4	13	2	0	0	0	690
December-18	25	\$ -	\$ -	3	0	0	0	0	60	21	5	16	1	0	0	0	683
December-19	21	\$ -	\$ -	1	0	1	0	0	55	27	5	15	2	0	1	0	746
2011	376	N/A	N/A	38	4	5	15	5	1025	671	215	183	41	3	18	2	7515
2012	333	\$ 850.00	\$ -	54	4	11	17	16	874	510	364	179	34	3	12	0	7157
2013	219	\$ 400.00	\$ 400.00	45	4	7	10	12	663	318	165	161	36	9	17	0	6506
2014	290	\$ 2,150.00	\$ 700.00	62	10	12	8	11	2112	937	115	162	43	7	44	0	8462
2015	263	\$ 4,100.00	\$ 4,000.00	61	1	9	25	13	1595	608	129	161	58	1	14	0	8306
2016	244	\$ 450.00	\$ 1,600.00	142	3	71	8	12	2518	645	132	132	66	8	29	0	10034
2017	237	\$ 700.00	\$ 750.00	94	3	39	8	11	1603	511	113	139	60	6	25	0	8991
2018	211	\$ -	\$ -	68	1	16	11	12	1519	665	118	157	60	4	39	1	9815

MLPD Monthly Activity Report

Month/Year	Alarms	False Alarm Charges	False Alarm Collected	Total Arrests	Juv. Arrests	CDS (Drug) Arrests	L.O. Violations	DWI	M.V. Stops	M.V. Summonises	M.V. Accidents	Animal Complaints	Medical	Thefts	Assaults	Burglary/Robbery	Murder	Total Call Volume
2019 YTD	240	\$ 50.00	\$ 50.00	52	1	8	19	4	1130	443	107	92	165	35	3	7	0	10038

November

<u>Total Overtime</u>
<u>Hours Paid</u>
212

<u>Total</u>			
<u>Vaca/Comp/Perso</u>	<u>nal/Bereave Hrs</u>	<u>% of Hrs Equating to</u>	<u>OT</u>
<u>Vaca/Comp Hrs</u>	<u>Creating OT</u>		
176	12		6.82%

<u>Total Sick Time</u>			
<u>Hrs</u>	<u>Hrs Creating OT</u>	<u>% of Hrs Equating to</u>	<u>OT</u>
426	181.5		42.61%

- * 3 hrs arrest/investigation
- * 2 hrs Daylight Savings time switch over
- * 7.5 hrs Mandatory Training (Narcan, UCR)
- * 6 hrs vehicle research
- ** Two Officers Out injured

December

<u>Total Overtime</u>
<u>Hours Paid</u>
267.5

<u>Total</u>	<u>Vaca/Comp/Personal/Bereave Hrs</u>	<u>% of Hrs Equating to</u>
<u>Total</u>	<u>Creating OT</u>	<u>OT</u>
144.5	36	24.91%

<u>Total Sick Time</u>	<u>Total Sick Time</u>	<u>% of Hrs Equating to</u>
<u>Hrs</u>	<u>Hrs Creating OT</u>	<u>OT</u>
600	118.5	19.75%

- * 6 hrs arrest/investigation
- * 35.5 hrs watermain breaks
- * 3 hours transporting CDS to State Lab
- * 8 hrs tree lighting/menorah lighting
- * 3 hrs vehicle maintenance during RMS changeover
- * 29.5 hrs RMS System Training at County
- * 28 hrs firearm qualifications
- ** Three Officers and Admin Assist out injury/disability

Detective and School Resource Officer removed from assignments and are now in patrol to cover minimum staffing

Time Used/Overtime by Month

	Sick Time Hours					Vacation/Comp Hours/Pers Day/Bereave					Court Overtime					Department Overtime					Training/School Hours												
	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	2013	2014	2015	2016	2017	2018	2019	
Jan	12	104	106	58	236	12	60	64	127.5	22	\$0	\$0	\$0	\$0	\$158	\$1,522	\$9,344	\$2,989	\$3,164	\$2,998	\$0	\$0	\$0	\$0	\$0	\$4,348	0	6	60	50	48	51	86
Feb	72	80	104	142	226	36	45	34	11	84	\$0	\$221	\$0	\$0	\$0	\$6,262	\$10,162	\$4,641	\$7,750	\$7,009	\$0	\$210	\$0	\$0	\$0	\$2,138	30	112	75	125	103	15	16
March	60	128	82	82	238	156	36	96	139	198	\$0	\$180	\$0	\$0	\$151	\$16,524	\$7,262	\$6,541	\$7,689	\$12,822	\$0	\$0	\$0	\$0	\$0	\$6,254	87	52	15	91	115	59	57
April	60	36	72	46	209.5	60	165	218	138	154	\$0	\$360	\$271	\$0	\$0	\$4,355	\$1,563	\$8,942	\$4,657	\$5,399	\$422	\$422	\$0	\$0	\$0	\$27,385	59	37	85	60	44	0	94
May	96	94	188	69	128	132	220	322	192	254	\$0	\$0	\$0	\$0	\$0	\$13,769	\$10,958	\$11,708	\$16,276	\$12,700	\$993	\$993	\$0	\$0	\$0	\$29,828	33	45	42	120	54	3	106
June	96	104	144	85	140	204	257	152	299	268	\$0	\$0	\$0	\$0	\$193	\$19,603	\$9,640	\$18,386	\$6,362	\$17,917	\$0	\$0	\$0	\$0	\$0	\$32,632	53	106	240	95	40	24	58
July	72	68	128	140	318	407	520	428	592	518	\$0	\$0	\$0	\$0	\$0	\$31,478	\$11,237	\$27,256	\$31,836	\$31,018	\$0	\$0	\$0	\$0	\$0	\$27,180	20	48	85	105	12	39	25.5
August	72	120	114	182	272	600	674	585	528	606	\$0	\$0	\$0	\$0	\$140	\$32,665	\$20,462	\$30,377	\$20,059	\$21,042	\$0	\$0	\$0	\$0	\$0	\$34,709	22	0	128	115	48	62	32
Sept	94	116	71.5	92	276	100	131	228	364.5	294	\$0	\$0	\$0	\$354	\$0	\$12,410	\$6,874	\$13,746	\$12,484	\$11,047	\$0	\$0	\$0	\$0	\$0	\$22,108	157	118	66	150	47	58	52
Oct	96	92	82	94	332	168	146	302	414	125	\$0	\$266	\$0	\$0	\$0	\$12,150	\$8,543	\$16,914	\$15,755	\$12,876	\$0	\$0	\$0	\$0	\$0	\$15,865	40	120	43	253	36	41	68
Nov	72	94	96.5	188	346	292	256	145	164	274.5	\$0	\$0	\$0	\$0	\$246	\$21,516	\$9,762	\$6,770	\$11,241	\$18,359	\$0	\$0	\$0	\$0	\$0	\$17,554	80	76	40	290	24	179.5	22.5
Dec	106	164	121	392	392	168	175	157.5	217.5	171	\$0	\$0	\$0	\$0	\$302	\$18,515	\$15,512	\$5,481	\$19,991	\$18,360	\$0	\$0	\$0	\$0	\$0	\$21,126	10	145	114	167	100	46	92.5
Total	908	1200	1309	1570	3114	2335	2685	2732	3187	2969	\$0	\$1,028	\$271	\$354	\$947	\$190,769	\$121,318	\$155,753	\$157,266	\$181,548	\$591	\$665	\$993	\$1621	\$71	591	865	993	1621	671	577.5	709.5	

BACKGROUND
Alexander Gotthelf

Alex Gotthelf has lived in Mountain Lakes since 1991 with his wife Jill. Alex and Jill raised their three children Joel, Garret and Dori here. All of the kids had a complete Laker childhood and school experience from Wildwood through Mountain Lakes High School. The Gotthelf family has been part of the Boonton business community since the late 1950's.

Professionally Alex is a registered architect in Boonton with over 12 years of experience in residential and commercial design, project management, and construction administration. He holds a master's degree in architecture from the University of Pennsylvania and his undergraduate degree is from Lehigh University. Alex was the 2017 President of the Newark and Suburban Section of the American Institute of Architects and served for many years as a Trustee. He also owns and manages commercial real estate in Boonton.

Alex is proud of a number of community service activities. He currently is the chairman of Mountain Lakes Historic Preservation Committee and has served as committee member on the Affordable Housing Accessory Apartment Subcommittee. Alex and his family also host a lecture series that brings scholars to speak on the history of the Holocaust in memory of his father. He also is a guest speaker on the Holocaust for the Mountain Lake High School.