



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES  
HELD AT THE BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046  
February 24, 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) EXECUTIVE SESSION**

**5) COMMUNITY ANNOUNCEMENTS**

**6) SPECIAL PRESENTATIONS**

- a. Underground Storage Tank Safety – Ridge Environmental Management

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

**8) PUBLIC COMMENT**

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

**9) BOROUGH COUNCIL DISCUSSION ITEMS**

- a. Introduction of the 2020 Municipal budget
- b. Borough Council Goals

**10) ATTORNEY'S REPORT**

**11) MANAGER'S REPORT**

**12) ORDINANCES TO INTRODUCE**

- a. Ordinance 2-20, COLA, Calendar Year 2020 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank
- b. Ordinance 3-20, Authorizing Chapters 40 and 245 of the Revised General Ordinances of the Borough of Mountain Lakes

**13) ORDINANCES TO Adopt**

- a. Ordinance 1-20, Ordinance Authorizing the Salary and/or Wages of the Officers and Employees of the Borough of Mountain Lakes, County of Morris, New Jersey

**PUBLIC COMMENT**

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**14) \*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. R80-20, Authorizing the Payment of Bills
- b. R81-20, Authorizing the Settlement of Tax Appeal (New Land Mountain Lakes LLC v. Borough of Mountain Lakes-Block 4, Lot 17.02)

- c. R82-20, Authorizing 2020 Municipal Employees' Salary
- d. R83-20, Appointing Cara Fox Deputy Borough Clerk
- e. R84-20, Authorizing Membership in the Mountain Lakes Volunteer Fire Department
- f. R85-20, Authorizing Shared Services Agreement for Animal Control Services
- g. R86-20, Authorizing a Professional Service Agreement Between the Borough of Mountain Lakes and Ridge Environmental Management
- h. R87-20, Authorizing the Borough Manager to Resolve Certain Utility Account Disputes

**\*APPROVAL OF MINUTES**

1/27/20 (Regular)

2/10/20 (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**

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**15) COUNCIL REPORTS**

**16) 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.

**17) NEXT STEPS AND PRIORITIES**

**18) ADJOURNMENT**

**Underground Storage Tank Discussion  
Borough of Mountain Lakes, NJ  
Borough Council Meeting  
February 24, 2020**

**I. Introduction – John Engdahl, Ridge Environmental Management, LLC**

Twenty (20) years of experience in the environmental consulting/management industry, eight (8) years working as an in-house environmental manager for major gasoline service station/convenience store companies. My primary function in this role was the management of site remediation projects in response to legacy releases from petroleum underground storage tank systems. I also managed the environmental aspects of siting new gasoline service stations/convenience stores including due diligence, local zoning aspects, construction management (soil/water management) and was a member of the emergency response teams.

**II. UST Environmental Safeguards Then vs. Now (Federal and New Jersey Regulations)**

Federal Regulation Summary

Congress passed Subtitle I of the Resource Conservation and Recovery Act in 1984, which required the U.S. Environmental Protection Agency (USEPA) to develop a comprehensive program to protect, detect, and correct releases from underground storage tanks.

([www.API.org](http://www.API.org))

The EPA Office of Underground Tanks was organized to develop the technical standards, and those regulations were issued in September 1988. The law provided for a 10-year phase-in of the requirement, so the work had to be completed by December 1998. ([www.API.org](http://www.API.org))

Energy Policy Act of 2005 amended Subtitle I of the Solid Waste Disposal Act to include added new leak detection and enforcement provisions to the program, required that all regulated USTs be inspected every three years, and required USEPA to develop grant guidelines regarding operator training, inspections, delivery prohibition, secondary containment, financial responsibility, public record, and state compliance reports on government USTs. (<https://www.epa.gov/ust/frequent-questions-about-underground-storage-tanks>)

The EPA published revised Underground Storage Tank Regulations in 2015 to include secondary containment requirements for new and replaced tanks and piping, operator training, periodic operation and maintenance requirements for UST systems, and updated codes of practice. (<https://www.epa.gov/ust/frequent-questions-about-underground-storage-tanks>)

Other USEPA UST Resources:

- Frequent Asked Questions About USTs <https://www.epa.gov/ust/frequent-questions-about-underground-storage-tanks>
- Release Detection for UST and Piping: Straight Talk on Tanks [https://www.epa.gov/sites/production/files/2016-05/documents/stot\\_5-2-16\\_final\\_508.pdf](https://www.epa.gov/sites/production/files/2016-05/documents/stot_5-2-16_final_508.pdf)

New Jersey Regulation Summary

1986	State UST Law Adopted
1990	State UST Regulations Promulgated
December 1990	Piping System Monitoring Required
December 1993	Leak Detection Monitoring Required
November 1997	State UST Regulations Amended
December 1998	Spill, Overfill, and Corrosion Prevention Required

N.J.A.C 7:14B, last amended August 6, 2018<sup>1</sup>

**TABLE OF CONTENTS**

(Abbreviated – Subchapters of Interest Highlighted)

- SUBCHAPTER 1. GENERAL INFORMATION  
7:14B-1.4 and 1.6 Applicability and Definitions
- SUBCHAPTER 4. UNDERGROUND STORAGE TANK SYSTEMS: DESIGN, CONSTRUCTION, AND INSTALLATION  
7:14B-4.1 and 4.1 A Performance standards for underground storage tank systems and dispenser systems.
- SUBCHAPTER 5. GENERAL OPERATING REQUIREMENTS  
7:14B-5.10 Spill and overfill prevention equipment  
7:14B-5.11 Integrity testing of containment devices where interstitial monitoring of piping is performed  
7:14B-5.12 Operation and maintenance walkthrough inspections
- SUBCHAPTER 5A. CLASS A, CLASS B, AND CLASS C OPERATOR TRAINING
- SUBCHAPTER 6. RELEASE DETECTION  
7:14B-6.1 General requirements for all underground storage tank systems  
7:14B-6.2 Requirements for underground storage tank systems containing petroleum products and waste oil
- SUBCHAPTER 7 & 8 RELEASE REPORTING AND INVESTIGATION and REMEDIATION
- SUBCHAPTER 10. PERMITTING REQUIREMENTS FOR UNDERGROUND STORAGE TANK SYSTEMS
- SUBCHAPTER 15. FINANCIAL RESPONSIBILITY REQUIREMENTS  
7:14B-15.1 and 15.2 Applicability and general requirements and Amount and scope of required financial responsibility

Other NJDEP USEPA UST Resources:

- Regulated USTs Registration Frequently Asked Questions  
[https://www.nj.gov/dep/srp/forms/ust/ust\\_facility\\_cert\\_faqs.pdf](https://www.nj.gov/dep/srp/forms/ust/ust_facility_cert_faqs.pdf)
- Regulated UST Fact Sheet  
[https://www.nj.gov/dep/srp/bust/regulated\\_ust\\_fact\\_sheet.pdf](https://www.nj.gov/dep/srp/bust/regulated_ust_fact_sheet.pdf)

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<sup>1</sup> [https://www.nj.gov/dep/rules/rules/njac7\\_14b.pdf](https://www.nj.gov/dep/rules/rules/njac7_14b.pdf)

## Underground Storage Tanks System Overview

UST System Component	Then	Now (~ April 11, 2016 <sup>2</sup> )	Regulation (N.J.A.C. 7:14B)
Tank Construction	Single Wall (typical)	Secondary Containment w/ Interstitial Monitoring	4.1(a)1v
Piping	Single Wall (typical)	Secondary Containment w/ Interstitial Monitoring	4.1(a)2iv
Tank Top Sump	Nothing until 2015, No Testing	Interstitial Monitoring or Periodic Testing	4.1(a)2iv
Dispenser Sump	Nothing until 2005, No Testing	Under Dispenser Sump	4.1A(a)
Release Detection	Nothing until 1993, Various Methods	Interstitial Monitoring, Annual Testing, Automatic Tank Gauging (ATG) is common.	6.2(c)2
Spill Protection	Nothing until 1998, No Testing	Interstitial Monitoring or Periodic Testing	4.1(a)3 & 5.10(a)1-2
Overflow Protection	Nothing until 1998, No Testing	Periodic Testing, methods limited (no float valves)	4.1(a)3 & 5.10(a)3

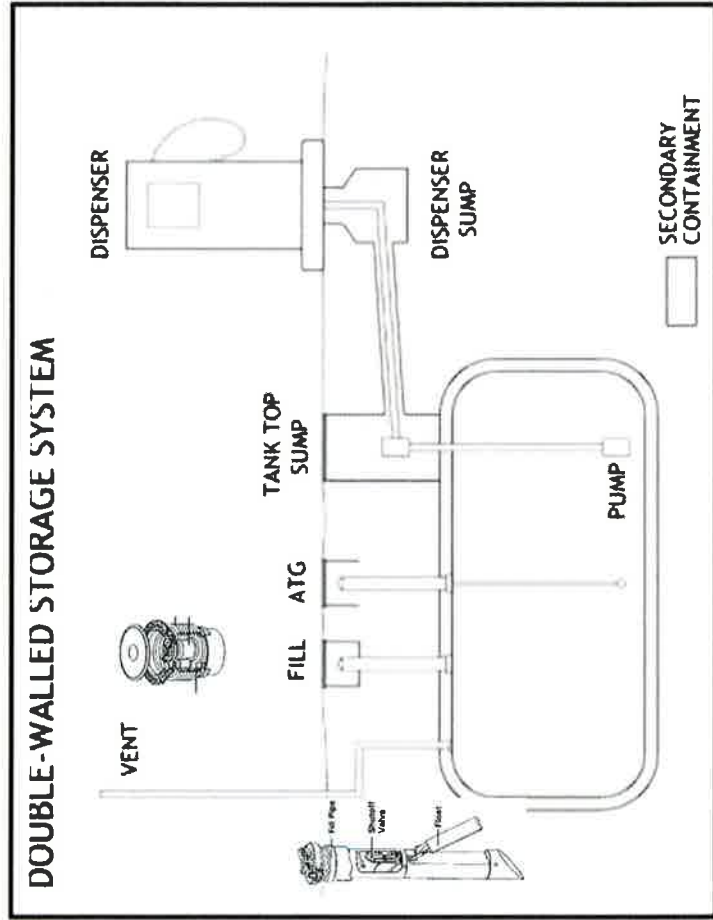


Figure Source (<http://dea.mt.gov/Public/mustnews/articles/042/UST-Alerts-and-Reporting-Releases>)

### Additional "Now" Requirements

- Walkthrough Inspections
- Operator Training (Class A, Class B, and Class C)

### Monitoring and Inspections

- Continuously (Electronic Real-Time Monitoring via ATG)
- Monthly
- Annually
- Triennial (every 3 years)

### Resources

- Testing Containment Sumps (<http://nrl.wpsc.org/wp-content/uploads/2018/03/L.U.S.T.Line-85-2.pdf>)
- Release Detection ([https://www.epa.gov/sites/production/files/2016-05/documents/stat\\_5-2-16\\_final\\_508.pdf](https://www.epa.gov/sites/production/files/2016-05/documents/stat_5-2-16_final_508.pdf))
- Inspecting Sumps and Spill Buckets (<https://www.epa.gov/sites/production/files/2014-03/documents/sumps-manual-042805.pdf>)
- Must for USTs ([https://www.epa.gov/sites/production/files/2015-12/documents/musts\\_for\\_usts.pdf](https://www.epa.gov/sites/production/files/2015-12/documents/musts_for_usts.pdf))
- NJDEP UST Compliance and Enforcement (<https://www.state.nj.us/dsp/enforcement/ust.html>)

<sup>2</sup> Some aspects of the new regulations became effective on the effective date (October 13, 2015) and others became effective 3-years after the effective date (October 13, 2018).

### III. USEPA and NJDEP UST Compliance, Inspection, and Spill Data (FY2019)

Performance Metric	USEPA <sup>3</sup>	NJDEP <sup>4</sup>
# of UST Facilities	197,000	4,179
# of USTs	546,192	13,302
# of Facilities Inspected	83,371 (~ 42%)	1,238 (~ 30%)*
# of Confirmed Releases	5,375 (0.03 spill/facility)	256 (0.06 spill/facility)

\* NJDEP goal to inspect each facility every 3years

### IV. Other Considerations

#### Spill Response Program

- Operator specific programs
- Tailored to site conditions.

#### Stormwater Management

- Placement of stormwater inlet structures in the planning stages.

#### Open Discussion / Question and Answers

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<sup>3</sup> USEPA – Semiannual Report of UST Performance Measures (10/1/2018 – 9/30/2019)  
<https://www.epa.gov/sites/production/files/2019-11/documents/ca-19-34.pdf>

<sup>4</sup> EPAct Public Record Summary Information on Underground Storage Tanks (USTs) for 2019  
<https://www.nj.gov/dep/srp/bust/epact.htm>

## RESOLUTION AND ORDINANCE REVIEW FOR THE FEBRUARY 24, 2020 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

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### **RESOLUTIONS**

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**R81-20, Authorizing the Settlement of Tax Appeal (New Land Mountain Lakes LLC v. Borough of Mountain Lakes-Block 4, Lot 17.02** – this resolution authorizes a settlement of a tax appeal for Block 4, Lot 17.02, 100 Route 46, for the years 2010 through 2019 with a refund in the amount of \$15,648.00. The settlement was negotiated and recommended by the Borough Tax Assessor and the Borough Attorney.

**R82-20, Authorizing 2020 Municipal Employees' Salary** – this resolution authorizes the Borough to pay the listed salary of the full time Deputy Borough Clerk and the listed stipend to the Acting Borough Clerk.

**R83-20, Appointing Cara Fox Deputy Borough Clerk** – this resolution appoints Cara Fox as Deputy Borough Clerk. The position is a necessary component of the restructuring of the Clerk's position.

**R84-20, Authorizing Membership in the Mountain Lakes Volunteer Fire Department** - this resolution authorizes Alan Lin for membership in the Mountain Lakes Volunteer Fire Department, as requested and approved by the Mountain Lakes Volunteer Fire Department.

**R85-20, Authorizing Shared Services Agreement for Animal Control Services** – this resolution renews the previous Shared Service Agreement with the Township of Montville for Animal Control Services. The agreement is for a term of five years and increases in base charge by 2% annually. The capital contribution total of \$2,500, payable in annual installments, is to be used for the purchase of a generator for the facility.

**R86-20, Authorizing a Professional Service Agreement Between the Borough of Mountain Lakes and Ridge Environmental Management** – this resolution authorizes the Borough to engage Ridge Environmental Services for consultation regarding Underground Storage Tanks in conjunction with the "B" Zone change recommendations.

**R87-20, Authorizing Borough Manager to Refund Utility Accounts not to exceed \$50.00** – this resolution authorizes the Borough Manager to issue utility account credits / refunds not to exceed \$50.00 without first obtaining the approval of Borough Council.

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### **ORDINANCES TO INTRODUCE**

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**Ordinance 2-20, COLA, Calendar Year 2020 Ordinance to Exceed the Municipal Budget Appropriation Limits and to Establish a Cap Bank** - this ordinance authorizes the Borough to increase the annual budget by up to 3.5% over the previous year, *if necessary*. This ordinance is adopted annually. Adoption of this ordinance is recommended by the Borough CFO and Auditor.

**Ordinance 3-20, Zoning Ordinance Update – "B" Zone** – this ordinance amendment is the result of discussion and recommendations for changes to the "B" Zone. The ordinance amendment has been prepared by the Borough Planner with input from the economic development advisory committee. The ordinance has been reviewed by the Borough Attorney.

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***ORDINANCES TO ADOPT***

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**Ordinance 1-20, Authorizing the Salary and/or Wages of the Officers and Employees of the Borough of Mountain Lakes, County of Morris, New Jersey** – this ordinance authorizes a change in salary range to be paid to the Borough Clerk and Deputy Borough Clerk. The change is necessary to accommodate the appointment of a full-time Deputy Borough Clerk and the stipend to be provided to the Acting Borough Clerk (corresponding resolution 82-20).

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





**ORDINANCE 2-20**

**CALENDAR YEAR 2020  
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO  
ESTABLISH A CAP BANK  
(N.J.S.A. 40A: 4-45.14)**

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

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

**WHEREAS**, the Borough Council of the Borough of Mountain Lakes in the County of Morris finds it advisable and necessary to increase its CY 2020 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Borough Council hereby determines that a 1% increase in the budget for said year, amounting to \$61,099.61 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

**NOW THEREFORE BE IT ORDAINED**, by the Borough Council of the Borough of Mountain Lakes, in the County of Morris, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2020 budget year, the final appropriations of the Borough of Mountain Lakes shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$213,848.64, and that the CY 2020 municipal budget for the Borough of Mountain Lakes be approved and adopted in accordance with this ordinance; and,

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

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

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

Introduced: 2/24/20

Adopted: 3/9/20

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

\_\_\_\_\_  
Mitchell Stern, Acting Municipal Clerk

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David Shepherd, Mayor

### **LEGAL NOTICE OF FINAL ADOPTION**

NOTICE is hereby given that the above Ordinance was introduced and passed on first reading at a meeting of the Borough Council of the Borough of Mountain Lakes, in the County of Morris, State of New Jersey, held in the municipal building on the 24<sup>th</sup> day of February 2020, and the same came up for final passage at a meeting of the said Borough Council on the 9th day of March 2020 at which time, after persons interested were given an opportunity to be heard concerning said ordinance, the same was passed and will be in full force in the Borough according to law. By order of the Borough Council of the Borough of Mountain Lakes, County of Morris and State of New Jersey.

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Mitchell Stern, Acting Municipal Clerk

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

**ORDINANCE 3-20**

**“AN ORDINANCE AMENDING CHAPTERS 40 AND 245 OF THE REVISED GENERAL ORDINANCES OF  
THE BOROUGH OF MOUNTAIN LAKES”**

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

**Section 1.** Chapter 40, “Land Use Administration,” Section 40-3, “Definitions,” of the Revised General Ordinances of the Borough of Mountain Lakes, shall be amended by the inclusion of the following additional definitions:

**ADULT DAY CARE FACILITY**

A nonresidential facility typically operating several hours per day, providing meals, social and recreational activities, transportation, personal care and counseling under general supervision for elderly persons and/or persons with disabilities.

**EDUCATIONAL PLAY CENTER**

A multipurpose children’s activity space devoted to learning, recreation and entertainment, which may offer classes and organized events such as birthday parties, and which may include accessory retail sales.

**HEALTH AND FITNESS FACILITY**

An establishment open to the public on a membership basis which provides facilities for personal training, aerobic exercise, running and jogging, weight training and strength conditioning, game courts, swimming facilities and exercise equipment and which may include accessory sauna/steam rooms, showers, lockers, spa treatments including massage, snack/juice bars and accessory retail sales of related sports apparel and equipment.

**INDOOR COMMERCIAL RECREATION USE**

An establishment where entertainment or recreation services are provided to the general public, and for which user fees are charged. Uses include, but are not limited to roller and ice skating rink, indoor climbing gyms, gymnastics centers, bowling alleys, arcades, escape rooms, billiards and virtual experience centers.

**INSTRUCTIONAL SCHOOLS AND STUDIOS**

Establishments which provide classes and workshops for dance, yoga, pilates, culinary arts and crafts, music, martial arts, academics and athletics.

**PET CARE AND GROOMING FACILITY**

An establishment that provides temporary boarding, training, grooming and care for dogs, cats or other domestic animals or household pets. This shall not include overnight boarding of pets, the breeding or sale of animals or veterinary services customarily offered at an animal clinic or hospital.

**SATELLITE DRY CLEANING ESTABLISHMENT**

An establishment where clothes and other types of fabrics are dropped off and picked up before and after dry cleaning, which process is conducted entirely off-premises.

**SELF-STORAGE FACILITY**

A building or group of buildings containing individual and private storage spaces of varying sizes available for lease or rent for varying periods of time and where the occupants have access to the facility only to store and remove their personal property.

**Section 2.** Chapter 245, "Zoning," Section 245-11, "Business Zone B," of the Revised General Ordinances of the Borough of Mountain Lakes, shall be amended to read in its entirety as follows:

- A. Permitted principal uses are the same as in § 245-10A ("Business Zone A") except that automobile service stations, dry cleaning establishments, motels, hotels and businesses using hazardous substances shall be excluded. In addition, the following principal uses shall be permitted:
  - (1) Adult day care facility
  - (2) Educational play center
  - (3) Health and fitness facility
  - (4) Indoor commercial recreation use
  - (5) Instructional schools and studios
  - (6) Pet care and grooming facility
  - (7) Satellite dry cleaning establishment
  
- B. Permitted accessory uses. Same as § 245-10B. In addition, electric car charging stations shall be permitted as an accessory use.
  
- C. Conditional uses.
  - (1) Sexually oriented establishments in accordance with the following standards:
    - (a) The establishment shall be located at least 500 feet from the boundary of any residential zone within the Borough of Mountain Lakes and from any existing and/or approved but not yet existing house of worship, day-care center and school.
    - (b) In order to avoid a concentration of sexually oriented establishments, such establishment shall be located at least 1,000 feet from any other existing and/or approved but not yet existing sexually oriented establishment.
    - (c) The foregoing distance limitations shall be measured by a straight line drawn from the nearest point of the lot boundary on which the proposed use is to be located to the nearest point of the lot or district boundary, as the case may be, of the other use or district, and those uses, district boundary lines and dimensions shall be indicated on the submitted site plan.

- (d) The building housing the sexually oriented establishment shall have a minimum front setback of 75 feet and a minimum side or rear setback of 25 feet. The building and associated parking area shall be surrounded by a perimeter landscape buffer of at least 20 feet in width, consisting of landscape plantings designed and installed to the satisfaction of the Planning Board.
  - (e) Every sexually oriented establishment shall be located in a single-occupant, freestanding building.
  - (f) No sexually oriented establishment shall be permitted in a building having a capacity to accommodate 50 or more occupants.
  - (g) Off-street parking requirements for a sexually oriented establishment are one space for every 200 square feet of gross floor area or portion thereof, plus one space for each employee, provided that a minimum of 10 parking spaces shall be provided.
  - (h) All other requirements of the Land Use Ordinance, including but not limited to the business zone requirements, shall be met.
- (2) Hotels in accordance with the following standards:
- (a) The minimum lot size shall be 2.5 acres.
  - (b) The maximum building height shall be three stories/40 feet for a flat-roof building and three stories/45 feet for pitched roof building.
  - (c) The minimum lot frontage along Route 46 shall be 200 feet.
  - (d) Ancillary facilities/amenities, including a restaurant/lounge, meeting facilities and ballroom space(s), shall be permitted.
  - (e) The architectural design shall incorporate the following: vertical and horizontal articulation of the building facades; changes in façade plane, size and rhythm of window spacing and surface material and pattern; and a contrasting roofline.
- (3) Automobile service stations in accordance with the following standards:
- (a) No hammering, welding or painting repair work on cars shall be permitted or other work of the type usually conducted by and at automobile body shops in repairing damaged motor vehicles.
  - (b) A gasoline service station may also include a retail business in which case the minimum lot size shall be 1.5 acres.
  - (c) A minimum of one off-street parking space shall be provided for every 125 square feet of building floor area.
  - (d) All pumps, islands and canopies serving to protect customers while fueling shall be located a minimum of 40 feet from any street line and a minimum of 30 feet from any

other lot line. Canopies, pumps and islands shall be considered accessory structures and not a second principal structure.

- (e) All lifts, greasing racks and other similar equipment shall be within the building. The underground storage of petroleum products shall meet federal and state codes, as applicable, to protect the Borough's groundwater.
  - (f) The minimum lot frontage requirement shall be 200 feet.
  - (g) Motor vehicles may be parked upon the lot but only insofar as reasonably incident and accessory to the operation of an automotive service station and only in such a manner and location which neither interferes with ingress and egress to the premises nor creates any hazardous condition. No storage of motor vehicles, and no unsightly accumulation of vehicles or parts thereof, shall be permitted.
  - (h) A gasoline service station shall comply with Chapter 102, Environmental Factors; Soil Water and Trees, Article VI. Wellhead Protection Area Regulations, of the Revised General Ordinances of the Borough of Mountain Lakes.
- (4) Drive-in restaurants or restaurants with drive-through facilities where food or drink is served to customers in vehicles at a drive-through window in accordance with the following standards:
- (a) The pick-up window shall be located on the side or rear of the building to limit visibility from the primary road frontage.
  - (b) No driveway shall open upon a public street within 150 feet of an intersecting public street, measured from the intersection of the tangents of the adjacent curblines.
  - (c) One off-street parking space shall be provided for every two-seats.
- (5) Self-storage facilities in accordance with the following standards:
- (a) Self-storage facilities shall be at least 2 stories in height and no more than 3 stories in height and shall be designed architecturally to incorporate features typical of new multi-family residential or office building construction, including but not limited to façade articulation and materials treatment. The maximum height of a self-storage facility shall be 35 feet for a flat-roof building and 40 feet for a pitched roof building.
  - (b) The minimum frontage requirement shall be 200 feet.
  - (c) The only activities permitted in individual storage units shall be the rental of the unit and the pickup and deposit of goods and/or property in dead storage. Storage units shall not be used for the following activities:
    - [1] Residences, offices, workshops, studios, or hobby or rehearsal areas.
    - [2] Manufacturing, fabrication, or processing of goods; service or repair of vehicles, engines, appliances or other electrical equipment; or any other similar activities.

[3] Conducting retail sales of any kind, including garage or estate sales or auctions, or any other commercial activity; provided that the operator of the self-storage unit may conduct a sale or otherwise liquidate the contents of any storage unit to satisfy and settle an account of unpaid rent or other charges, through public or private sales, in a manner provided by law.

[4] Storage of flammable, perishable or hazardous materials or the keeping of animals.

- (d) The rental of trucks, trailers or moving equipment, as well as the installation of trailer hitches, shall be prohibited.
- (e) Sale of boxes or packing materials shall be permitted, but only if accessory to the self-storage facility.
- (f) Self-storage facilities shall not operate or allow tenant access between the hours of 12:00 midnight and 6:00a.m.
- (g) All goods and property in a self-storage facility shall be stored in an enclosed building. No outdoor storage of any kind, including but not limited to storage of boats, RVs, vehicles, trailers or similar vehicles, or storage in outdoor storage pods or shipping containers, shall be permitted.
- (h) All storage units above grade and all storage units visible from residential areas shall gain access from the interior of the building(s) only; no unit doors, loading bays, or docks may face or be visible from any adjacent residential areas.
- (i) Electrical service to storage units shall be for lighting and climate control only. No electrical outlets are permitted inside individual storage units. Lighting fixtures and switches shall be of a secure design that will not allow tapping such fixtures for other purposes.

**Section 3.** Chapter 245, "Zoning," Attachment 3, Schedule III, of the Revised General Ordinances of the Borough of Mountain Lakes, shall be amended to include the following additional parking requirements:



Land Use	Requirement
Adult care facility	1 space per 200 square feet of floor area
Education play center	1 space per 200 square feet of floor area
Health and fitness facility	1 space per 200 square feet of floor area
Indoor commercial recreation use	1 space per 200 square feet of floor area
Instructional schools and studios	1 space per 100 square feet of floor area
Pet care and grooming facility	1 space per 200 square feet of floor area
Self-storage facility	1 space per 200 square feet of office area, plus 1 space per 5,000 square feet of storage/warehouse area.

**Section 4.** If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

**Section 5.** All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 6.** This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

\_\_\_\_\_  
Mitchell Stern, Acting Borough Clerk

\_\_\_\_\_  
David Shepherd, Mayor

Name	Motion	Second	Aye	Nay	Absent	Abstain	Motion	Second	Aye	Nay	Absent	Abstain
<b>Barnett</b>												
<b>Happer</b>												
<b>Horst</b>												
<b>Korman</b>												
<b>Lane</b>												
<b>Menard</b>												
<b>Shepherd</b>												

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

**RESOLUTION 80-20**

**“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 February 24, 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 February 24, 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: 02/24/2020 For bills from 02/06/2020 to 02/19/2020

Check#	Vendor	Description	Payment	Check Total
16863	219 - ACCESS	PO 21453 CUST# 156Nfy04790 - JAN-MARCH 2020	1,271.93	
		PO 21662 ARCHIVE: CUST# 156Nfy04790 - FEB 2020	56.35	1,328.28
16864	4019 - ADVANCED FIREPROOF DOOR, INC	PO 21605 ISLAND BEACH PROJECT - WINDOW FRAMES	534.24	534.24
16865	2426 - AGL WELDING SUPPLY CO.	PO 21679 STREETS & ROADS - EQUIPMENT & TOOLS	417.18	417.18
16866	196 - ALLIED OIL	PO 21545 UNLEADED FUEL - BLANKET 2020	3,365.31	3,365.31
16867	189 - ANCHOR ACE HARDWARE	PO 21629 DPW & WATER DEPARTMENT - DEPARTMENT	97.43	97.43
16868	189 - ANCHOR ACE HARDWARE	PO 21629 DPW & WATER DEPARTMENT - DEPARTMENT	401.24	401.24
16869	189 - ANCHOR ACE HARDWARE	PO 21724 DPW: JANUARY BUILDING MAINTENANCE	184.16	184.16
16870	220 - ATLANTIC SALT, INC.	PO 21645 STREETS & ROADS - SNOW REMOVAL - JANUARY	3,832.43	3,832.43
16871	269 - BEYER FORD, LLC	PO 21657 DPW - VEHICLE REPAIR - BLANKET 2020	13.66	13.66
16872	3828 - BOROUGH OF MADISON	PO 21710 OCTOBER 2019 IT SERVICES	1,764.60	
		PO 21707 DECEMBER 2019 IT SERVICES	867.00	
		PO 21706 NOVEMBER 2019 IT SERVICES	1,465.40	4,097.00
16873	427 - CALIFORNIA BEACH HUT	PO 21627 2019 Lifeguard supplies- Summer 2019. E	92.00	92.00
16874	450 - CAMPBELL FOUNDRY COMPANY	PO 21697 DPW- DRAINS & CATCHBASINS - 2019	6,377.00	6,377.00
16875	2147 - CCTMO LLC	PO 21591 FEB 2020 - CELL TOWER REIMBURSEMENT CROW	1,830.10	1,830.10
16876	2658 - CHEMSEARCH	PO 21601 DPW - VEHICLE OIL & ANTIFREEZE - BLANKET	1,098.35	1,098.35
16877	3783 - CINTAS CORPORATION #111	PO 21671 DPW - UNIFORM RENTALS - JANUARY 2020	214.20	
		PO 21671 DPW - UNIFORM RENTALS - JANUARY 2020	112.50	
		PO 21671 DPW - UNIFORM RENTALS - JANUARY 2020	429.55	756.25
16878	4094 - CONTINENTAL HARDWARE, INC	PO 21631 ISLAND BEACH PROJECT - BUILDING MATERIAL	5,988.01	
		PO 21701 ISLAND BEACH - BUILDING SUPPLIES 2020	1,776.50	7,764.51
16879	1481 - CORE & MAIN, LP	PO 21572 WATER DEPARTMENT - EQUIPMENT - BLANKET 2	300.00	300.00
16880	2396 - COUNTY WELDING SUPPLY CO.	PO 21111 DPW - EQUIPMENT & TOOLS BLANKET 2019(3)	29.00	
		PO 21525 DPW - EQUIPMENT & TOOLS BLANKET 2020	34.00	63.00
16881	3884 - DECOTIIS, FITZPATRICK, COLE & GIBLI	PO 21704 JANUARY 2020 PROFESSIONAL SERVICES	560.00	560.00
16882	3586 - DELL MARKETING L.P.	PO 21471 VIA Windows Server STD PER 16 Core Licen	3,761.40	3,761.40
16883	2971 - DIRECT ENERGY BUSINESS	PO 21713 ACCT#: 614054 - 269690, 91, 92 - JAN-FEB	993.47	993.47
16884	769 - FOREST LUMBER	PO 21503 ISLAND BEACH PROJECT - TOOLS & SUPPLIES	337.56	337.56
16885	4112 - FRANK & EILEEN RUBINO	PO 21721 REIMBURSEMENT OF CASHED CHECK	282.56	282.56
16886	653 - GANNET NEW JERSEY NEWSPAPERS	PO 21580 CLERK - 2020 ADVERTISING ACCT#31471 - BL	139.66	139.66
16887	876 - GARDEN STATE LABORATORIES, INC	PO 20747 WATER DEPARTMENT - TREATMENT OF WELLS NE	244.00	
		PO 21603 WATER DEPARTMENT - WELL TESTING - BLANKE	144.00	388.00
16888	3209 - HAWKINS DELAFIELD & WOOD LLP	PO 21638 PROFESSIONAL SERVICES FOR BOND ISSUANCES	3,375.00	
		PO 21638 PROFESSIONAL SERVICES FOR BOND ISSUANCES	17,724.20	21,099.20
16889	911 - HOME DEPOT CREDIT SERVICES	PO 21648 STREETS & ROADS - EQUIPMENT & TOOLS - BL	117.33	117.33
16890	859 - JCP&L	PO 21676 ACCT#100 076 421 971/BILL PRD: 1/08 - 2/	682.67	
		PO 21684 MASTER ACCT#200 000 574 000/ BILL DATE:	65.55	
		PO 21685 M/A #200 000 054 011/ BILL DATE: FEB 5,	1,946.06	2,694.28
16891	859 - JCP&L	PO 21686 MAST ACCT# 200 000 021 275 / BILL DATE:	5,181.21	
		PO 21695 M/A #200 000 053 658 / BILL DATE: 2/05/2	2,379.85	7,561.06
16892	1074 - JW PIERSON CO.	PO 21544 DIESEL FUEL - BLANKET	2,582.72	2,582.72
16893	4061 - LIBERTY BUILDING PRODUCTS	PO 21502 ISLAND BEACH PROJECT - BUILDING SUPPLIES	4,410.30	4,410.30
16894	1182 - LINCOLN NATIONAL LIFE INS.	PO 21716 2019 LOSAP CONTRIBUTIONS/CONTRACT# CR334	18,400.00	18,400.00
16895	1210 - LOEFFEL'S WASTE OIL SVC., LLC	PO 21573 SOLID WASTE - WASTE OIL RECYCLING - BLAN	100.00	100.00
16896	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 21673 DECEMBER 2019 PROFESSIONAL SERVICES - GE	578.80	578.80
16897	1338 - MGL PRINTING SOLUTIONS, LLC	PO 21678 2020 BOAT REGISTRATION CARDS	187.00	187.00
16898	3648 - MONMOUTH TELECOM	PO 21463 2020 TELEPHONE SERVICES / ACCT# 36289 -	1,309.93	1,309.93
16899	3386 - MORRIS COUNTY POLICE CHIEF'S ASSOC	PO 21595 2020 DUES - CHIEF BENNETT	300.00	300.00
16900	1394 - MTN. LAKES PUBLIC LIBRARY	PO 21594 MARCH 2020 MTN LAKES PUBLIC LIBRARY AID	24,834.58	24,834.58
16901	1472 - MURPHY, MCKEON P.C.	PO 21705 JANUARY 2020 LEGAL SERVICES - TAX APPEAL	2,895.00	
		PO 21718 FEB 2020 PROFESSIONAL SERVICES - RETAINE	4,166.66	7,061.66
16902	3914 - NEW JERSEY CONFERENCE OF MAYORS	PO 21664 2020 MEMBERSHIP NJ CONFERENCE OF MAYORS	295.00	295.00
16903	1538 - NEW JERSEY DEPT OF TRANSPORTATION	PO 21663 2019 TRAFFIC CONTROL DEVICE MAINTENANCE	2,545.74	2,545.74
16904	1553 - NEW JERSEY NATURAL GAS	PO 21714 JAN 6, 8 & 9 TO FEB 5-6, 2020 SERVICE	2,434.35	2,434.35
16905	3415 - NJ CRIMINAL INTERDICTION LLC	PO 21548 POLICE: TRAINING/PTL. CACCIABEVE	125.00	125.00
16906	1568 - NJ WATER ASSOCIATION	PO 21669 WATER DEPARTMENT - MEMBERSHIP DUES 2020	425.00	425.00
16907	1526 - NJAPZA	PO 21674 2020 NJ ASSOC OF PLANNING & ZONING MEMBE	100.00	100.00
16908	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 21675 FEBRUARY 2020 DENTAL PREMIUMS - GROUP 16	3,074.00	3,074.00
16909	2727 - ONE CALL CONCEPTS, INC.	PO 21518 2020 JAN - DEC BLANKET / ACCT# 12-BML	101.34	101.34
16910	2968 - OPTIMUM	PO 21464 2020 DPW INTERNET SERVICES ACCT# 07876-6	123.05	123.05
16911	2968 - OPTIMUM	PO 21465 2020 DPW: ACCT# 07876-414565-01-0	11.74	11.74
16912	3173 - OPTIMUM	PO 21578 FIRE: ACCT# 07876-603439-01-8 CABLE - 20	71.69	71.69
16913	3659 - OPTIMUM	PO 21689 FEB 2020 BORO INTERNET FEES: ACCT# 07876	140.55	140.55
16914	479 - PARKER PUBLICATIONS	PO 21576 ZBOA/PLANNING BRD - ACCT# 010902 - 2020	40.42	40.42
16915	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 21709 DECEMBER 2019 PROFESSIONAL SERVICES	581.25	581.25
16916	1787 - R & J CONTROL, INC.	PO 21604 DPW - BUILDING MAINTENANCE - GENERATORS	700.00	700.00
16917	4079 - ROBERT GRIGGS PLUMBING & HEATING, LLC	PO 21353 DPW Garage Heaters & Installation Emerge	37,850.00	37,850.00
16918	2397 - ROCKAWAY AUTO RESOURCES, LLC	PO 21651 VEHICLE REPAIRS - DPW & POLICE - JAN 202	1,357.76	

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

Meeting Date: 02/24/2020 For bills from 02/06/2020 to 02/19/2020

Check#	Vendor	Description	Payment	Check Total
16919	3695 - RT 23 PATIO & MASON CENTER, LLC	PO 21652 ISLAND BEACH PROJECT - EQUIPMENT JAN 20	106.02	1,463.78
16920	1825 - RUTGERS UNIVERSITY	PO 21246 ISLAND BEACH PROJECT - BLANKET	182.06	182.06
16921	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 21623 DPW - TRAINING & EDUCATION - 2020	245.00	245.00
16922	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 21462 ADMIN: ORDER# 7303627331	475.65	475.65
		PO 21571 DPW/TAX/FINANCE - ORDER# 7304043391	454.96	
		PO 21613 CONSTRUCTION: ORDER# 7304260683	331.87	786.83
16923	3903 - TCF EQUIPMENT FINANCE	PO 21593 POLICE CAR LEASE / CUST# 730289	2,247.19	2,247.19
16924	2108 - THE UPS STORE 4650	PO 21535 POLICE: POSTAGE - 2020 BLANKET	60.54	60.54
16925	1343 - TILCON NY, INC	PO 21639 STREETS & ROADS - DRAINS & CATCH BASINS	1,400.70	1,400.70
16926	1536 - TREAS, STATE OF NJ - D.O.H.	PO 21692 JANUARY 2020 DOG LICENSING FEE	358.80	358.80
16927	2884 - TREASURER, STATE OF NJ	PO 21643 2020 - MUNICIPAL BLDG- REG. #1425-001017	182.00	182.00
16928	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 21592 FEBRUARY 2020 SEWER MAINTENANCE CHARGES	33,373.00	33,373.00
16929	4111 - UNIQUE PHOTO	PO 21677 FIRE SAFETY: CAMERA	414.34	414.34
16930	2536 - UNUM LIFE INSURANCE COMPANY	PO 21717 MARCH 2020 STD/LTD / LIFE INSURANCE	2,590.25	2,590.25
16931	2749 - VERIZON	PO 21712 2020 INTERNET SVC: A/C# 853-478-043-0001	37.34	
		PO 21712 2020 INTERNET SVC: A/C# 853-478-043-0001	52.32	
		PO 21712 2020 INTERNET SVC: A/C# 853-478-043-0001	37.33	126.99
16932	2135 - VERIZON WIRELESS	PO 21683 ACCT# 882388054-00001 / JAN 05 - FEB 04,	705.70	705.70
16933	2149 - VOSS SIGNS	PO 21668 POLICE: DETOUR SIGNS	341.49	341.49
16934	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 21470 ISLAND BEACH RENOVATIONS - ELECTRICAL CO	291.81	291.81
16935	4080 - WORKWELL TECHNOLOGIES	PO 21600 DPW - BUILDING MAINTENANCE	420.00	420.00
TOTAL				224,536.91

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	1,841.59			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	371.23			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	158.31			
01-201-20-130-020	FINANCE - OTHER EXPENSES	122.06			
01-201-20-140-020	COMPUTER SERVICES	3,966.01			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	46.97			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	7,621.66			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	67.39			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	73.03			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	331.87			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	5,664.25			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	3,123.04			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	71.69			
01-201-25-266-020	FIRE DEPT - SAFETY - OTHER EXP	414.34			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	8,584.21			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	100.00			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	182.00			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	2,469.77			
01-201-29-390-020	AID TO PUBLIC LIBRARY	24,834.58			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	2,379.85			
01-201-31-437-020	NATURAL GAS	3,427.82			
01-201-31-440-020	TELECOMMUNICATIONS	2,015.63			
01-201-31-447-020	PETROLEUM PRODUCTS	5,948.03			
01-203-20-140-020	(2019) COMPUTER SERVICES		2,796.50		
01-203-20-155-020	(2019) LEGAL SERVICES - OTHER EXPENSE		3,956.25		
01-203-21-180-020	(2019) PLANNING BOARD - OTHER EXPENSE		578.80		
01-203-25-240-020	(2019) POLICE DEPT - OTHER EXPENSES		3,846.24		
01-203-26-290-020	(2019) STREETS & ROADS - OTHER EXP.		41.00		
01-203-28-370-020	(2019) PARKS & PLAYGROUNDS OTHER EXP.		92.00		
01-203-31-435-020	(2019) ELECTRICITY - ALL DEPARTMENTS		2,628.73		
01-203-36-476-020	(2019) LENGTH OF SVS AWARDS (LOSAP)		18,400.00		
01-260-05-100	DUE TO CLEARING			0.00	107,984.95
01-290-55-000-005	DUE TO T-MOBILE - SPRINT FEES			1,830.10	
<b>TOTALS FOR</b>	<b>Current Fund</b>	<b>73,815.33</b>	<b>32,339.52</b>	<b>1,830.10</b>	<b>107,984.95</b>

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
04-215-55-976-000	2012 Bond Ordinance 17-12			37,850.00	
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			20,003.50	
04-215-55-984-000	2018 CAPITAL ORDINANCE 4-18			10,529.60	
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19			6,519.60	
04-215-55-986-000	2019 CAPITAL ORDINANCE 10-19			675.00	
04-260-05-100	DUE TO CLEARING			0.00	75,577.70
<b>TOTALS FOR</b>	<b>General Capital</b>	<b>0.00</b>	<b>0.00</b>	<b>75,577.70</b>	<b>75,577.70</b>
05-192-17-100-000	MRNA - INTEREST EARNED			282.56	
05-201-55-520-520	Water Operating - Other Expenses	1,319.31			
05-203-55-520-520	(2019) Water Operating - Other Expenses		5,425.21		
05-260-05-100	DUE TO CLEARING			0.00	7,027.08
<b>TOTALS FOR</b>	<b>Water Operating</b>	<b>1,319.31</b>	<b>5,425.21</b>	<b>282.56</b>	<b>7,027.08</b>
07-201-55-520-520	Sewer Operating - Other Expenses	33,588.38			
07-260-05-100	DUE TO CLEARING			0.00	33,588.38
<b>TOTALS FOR</b>	<b>Sewer Operating</b>	<b>33,588.38</b>	<b>0.00</b>	<b>0.00</b>	<b>33,588.38</b>
13-260-05-100	DUE TO CLEARING			0.00	358.80
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			358.80	
<b>TOTALS FOR</b>	<b>Animal Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>358.80</b>	<b>358.80</b>

Total to be paid from Fund 01 Current Fund	107,984.95
Total to be paid from Fund 04 General Capital	75,577.70
Total to be paid from Fund 05 Water Operating	7,027.08
Total to be paid from Fund 07 Sewer Operating	33,588.38
Total to be paid from Fund 13 Animal Trust	358.80
	<u>224,536.91</u>

Checks Previously Disbursed

16862	NATALIE ROWELL	PO# 21666 WATER/SEWER OVERPAYMENT REIMBURSEM	2,274.00	2/10/2020
			<u>2,274.00</u>	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund		107,984.95	<b>107,984.95</b>
Fund 04 General Capital		75,577.70	<b>75,577.70</b>
Fund 05 Water Operating	2,274.00	7,027.08	<b>9,301.08</b>
Fund 07 Sewer Operating		33,588.38	<b>33,588.38</b>
Fund 13 Animal Trust		358.80	<b>358.80</b>
<b>BILLS LIST TOTALS</b>	<b>2,274.00</b>	<b>224,536.91</b>	<b><u>226,810.91</u></b>

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

Meeting Date: 02/24/2020 For bills from 02/06/2020 to 02/19/2020

Check#	Vendor	Description	Payment	Check Total
5178	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 21672 NOV/DEC 2019 PROFESSIONAL SERVICES - ESC	612.50	612.50
5179	1472 - MURPHY, MCKEON P.C.	PO 21723 JANUARY 2020 LEGAL FEES - ESCROW	120.00	120.00
TOTAL				732.50

**Summary By Account**

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	732.50
17-500-00-050-231	Sunrise Senior Living Management			120.00	
17-500-00-050-251	ROBERT KLINGENBURG			595.00	
17-500-00-091-315	PULTE HOMES PLANNING BOARD APPLICATION			17.50	
<b>TOTALS FOR</b>	<b>Developer's Escrow</b>	<b>0.00</b>	<b>0.00</b>	<b>732.50</b>	<b>732.50</b>

Total to be paid from Fund 17 Developer's Escrow 732.50

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732.50

**List of Bills - (3310101001001) CASH - RECREATION  
Recreation Trust**

Meeting Date: 02/24/2020 For bills from 02/06/2020 to 02/19/2020

Check#	Vendor	Description	Payment	Check Total
5331	214 - ARISTOCRAT LIMOUSINE & BUS COMPANY	PO 21301 2020 SKI CLUB - BUS TRIPS - BLANKET	3,120.00	3,120.00
5332	1219 - MFAC, LLC	PO 21720 RECREATION: STARTER PISTOL	143.00	143.00
5333	3358 - SPORTS ENGINE, INC	PO 21628 2019 Basketball Coach background checks	32.00	32.00
TOTAL				3,295.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	3,295.00
33-600-00-090-000	Recreation Trust Reserves			3,295.00	
<b>TOTALS FOR</b>	<b>Recreation Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>3,295.00</b>	<b>3,295.00</b>

Total to be paid from Fund 33 Recreation Trust

3,295.00

3,295.00

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

**RESOLUTION 81-20**

**“RESOLUTION AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (NEW LAND MOUNTAIN LAKES LLC v. BOROUGH OF MOUNTAIN LAKES – BLOCK 4, LOT 17.02)”**

**WHEREAS**, a tax appeal was filed in the Tax Court of New Jersey captioned “New Land Mountain Lakes LLC. v. Borough of Mountain Lakes” challenging the 2010 through 2019 tax assessments on Block 4, Lot 17.02 (100 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 “New Land Mountain Lakes LLC 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 February 24, 2020.

\_\_\_\_\_  
Mitchell Stern, Acting Municipal Clerk

<b>Name</b>	<b>Motion</b>	<b>Second</b>	<b>Aye</b>	<b>Nay</b>	<b>Absent</b>	<b>Abstain</b>
<b>Barnett</b>						
<b>Happer</b>						
<b>Horst</b>						
<b>Korman</b>						
<b>Lane</b>						
<b>Menard</b>						
<b>Shepherd</b>						



**SCHNECK LAW GROUP LLC**  
Michael I. Schneck, Esq. – Attorney ID 015981986  
301 South Livingston Avenue, Suite 105  
Livingston, New Jersey 07039  
(973) 533-9300  
Attorneys for PLAINTIFF

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NEW LAND MOUNTAIN LAKES,  
LLC

TAX COURT OF NEW JERSEY  
DOCKET NO.: 010122-2010  
DOCKET NO.: 003806-2011  
DOCKET NO.: 002746-2012  
DOCKET NO.: 001774-2013  
DOCKET NO.: 002637-2014  
DOCKET NO.: 002314-2015  
DOCKET NO.: 000327-2016  
DOCKET NO.: 000634-2017  
DOCKET NO.: 000183-2018  
DOCKET NO.: 000260-2019

Plaintiff,

Civil Action

vs.

**STIPULATION OF SETTLEMENT**  
(Without Affidavit)

BOROUGH OF MOUNTAIN LAKES

Defendant.

---

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

BLOCK: 4

LOT: 17.02

STREET ADDRESS: 100 ROUTE 46

Years: 2010, 2011, 2012,  
2013, 2014 & 2015

ORIGINAL  
ASSESSMENT

COUNTY BOARD  
JUDGMENT

TAX COURT  
JUDGMENT

LAND  
IMPROVEMENTS  
TOTAL

\$623,000  
\$1,627,000  
\$2,250,000

Direct Appeal

WITHDRAWN

<b>Years: 2016, 2017, 2018 &amp; 2019</b>	<b><u>ORIGINAL ASSESSMENT</u></b>	<b><u>COUNTY BOARD JUDGMENT</u></b>	<b><u>TAX COURT JUDGMENT</u></b>
<b>LAND</b>	<b>\$623,000</b>		<b>\$623,000</b>
<b>IMPROVEMENTS</b>	<b>\$1,627,000</b>	<b>Direct Appeal</b>	<b>\$1,477,000</b>
<b>TOTAL</b>	<b>\$2,250,000</b>		<b>\$2,100,000</b>

2. The undersigned agree there shall be no added assessment for renovations performed in 2019.

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) they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The assessor to 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. All refunds as a result of the settlement set forth herein shall be paid by refund check, made payable to: 'Michael I. Schneck, Esq., Attorney for NEW LAND MOUNTAIN LAKES, LLC', and forwarded to Michael I. Schneck, Esq. 301 South Livingston Ave., Livingston, NJ 07039 within sixty (60) days of the date of the Judgment.

6. Statutory interest pursuant to N.J.S.A. 54:3-27.2 is waived by the taxpayer and shall not be paid on the condition the refund is received pursuant to Paragraph 4 hereof within 60 days from the date of the entry of the Judgment.

7. The parties agree that the property's 2020 total assessment shall be \$1,850,000 and further agree that either party shall have the right to file a tax appeal for the 2020 tax year to obtain a

judgment to implement, enforce and/or confirm the \$1,850,000 assessment agreed upon herein. This agreement shall be binding upon any assignees, tenants and successors in interest with regard to the subject property.

8. The provisions of paragraph 4 and 5 shall survive Judgment even if not included on the Judgment issued by the Tax Court of New Jersey.

9. All counterclaims will be withdrawn as part of this settlement.

10. If the subject property is sold to an unrelated party subsequent to the execution of the within Stipulation of Settlement but on or before the date the refund is to be paid as a result of the judgment entered in this case, defendant hereby waives the application of N.J.S.A. 54:4-134 and agrees that the refund shall be paid by check pursuant to paragraph 4.

SCHNECK LAW GROUP LLC  
Attorneys for Plaintiff,

BY:   
MICHAEL W. SCHNECK, ESQ.

DATED: November 26, 2019

BOROUGH OF MOUNTAIN LAKES,  
DEFENDANT

BY: \_\_\_\_\_  
Robert H. Oostdyk, Esq

DATED:

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

**RESOLUTION 82-20**

**“RESOLUTION AUTHORIZING 2020 MUNICIPAL EMPLOYEES’ SALARY”**

**WHEREAS**, the Borough Council adopted Ordinance #1-20 setting the salary ranges for various Borough positions; and

**WHEREAS**, the Borough Council of the Borough of Mountain Lakes desires to set the specific salaries for full-time and permanent part-time non-contract Borough employees for the year **2020**.

**NOW, THEREFORE, BE IT RESOLVED** that the following salaries are effective **January 1, 2020**, and are to be prorated where specific dates are indicated:

**BE IT FURTHER RESOLVED** that the Borough Manager is authorized to set the salary level according to the salary ranges in Ordinance #1-20 for all non-permanent part-time and seasonal employees.

<i><b>TITLE</b></i>	<i><b>2019</b></i>	<i><b>2020</b></i>	<i><b>\$ CHANGE</b></i>
Deputy Clerk	N/A	\$65,000	
Municipal Clerk	\$70,000	\$10,000	\$(60,000)

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on February 24, 2020.

\_\_\_\_\_  
Mitchell Stern, Acting Municipal Clerk

<b>Name</b>	<b>Motion</b>	<b>Second</b>	<b>Aye</b>	<b>Nay</b>	<b>Absent</b>	<b>Abstain</b>
<b>Barnett</b>						
<b>Happer</b>						
<b>Horst</b>						
<b>Korman</b>						
<b>Lane</b>						
<b>Menard</b>						
<b>Shepherd</b>						

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

**RESOLUTION 83-20**

**“RESOLUTION APPOINTING CARA FOX DEPUTY BOROUGH CLERK”**

**WHEREAS**, a municipality is permitted to appoint a Deputy Municipal Clerk under N.J.S.A. 40A:9-135; and

**WHEREAS**, Revised General Ordinance 45-12 provides for the appointment of a Deputy Municipal Clerk in the Borough of Mountain Lakes; and

**WHEREAS**, Cara Fox possesses the qualifications to be appointed Deputy Borough Clerk; and

**WHEREAS**, the Borough Council desires to appoint Cara Fox as Deputy Borough Clerk.

**NOW THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that Cara Fox is hereby appointed Deputy Borough Clerk

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on February 24, 2020.

\_\_\_\_\_  
Mitchell Stern, Acting Municipal Clerk

<b>Name</b>	<b>Motion</b>	<b>Second</b>	<b>Aye</b>	<b>Nay</b>	<b>Absent</b>	<b>Abstain</b>
<b>Barnett</b>						
<b>Happer</b>						
<b>Horst</b>						
<b>Korman</b>						
<b>Lane</b>						
<b>Menard</b>						
<b>Shepherd</b>						



MOUNTAIN LAKES VOLUNTEER FIRE DEPARTMENT  
BOROUGH COUNCIL APPROVAL FORM

NAME: Alan Lin  
ADDRESS 11 Crestview Rd  
TOWN: Mountain Lakes, NJ 07046  
PHONE: [REDACTED]  
DOB 11/10/01  
BIRTHPLACE New Jersey, Paterson  
SSN: [REDACTED]  
OCCUPATION: Student Alan Lin

STATE OF NEW JERSEY COUNTY OF Morris

Alan Lin BEING DULY SWORN, DOETH DEPOSE  
APPLICANTS NAME

AND SAYS THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF  
THEIR KNOWLEDGE AND BELIEF. SWORN TO BEFORE ME THIS 11  
DAY OF February 2020.

**WILLIAM C. BENDER**  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50072457  
My Commission Expires 11/22/2022

EXPIRATION DATE

[Signature]  
SIGNATURE OF NOTARY PUBLIC

MUNICIPAL APPROVAL

WE HEREBY CERTIFY THAT THIS APPLICANT WAS ADMITTED TO ACTIVE  
MEMBERSHIP IN THE MOUNTAIN LAKES VOLUNTEER FIRE DEPARTMENT  
AND HAS BEEN APPROVED BY THE GOVERNING BODY OF MOUNTAIN  
LAKES ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020

\_\_\_\_\_  
SIGNATURE OF MUNICIPAL CLERK

[Signature]  
SIGNATURE OF FD CHIEF  
[Signature]

BOROUGH OF MOUNTAIN LAKES  
COUNTY OF MORRIS, NJ

RESOLUTION 85-20

**“RESOLUTION AUTHORIZING SHARED SERVICES AGREEMENT FOR ANIMAL CONTROL SERVICES”**

**WHEREAS**, the Borough Council needs to engage the services of an Animal Control Officer and to provide an animal shelter pursuant to its program to control animals at large in the Borough of Mountain Lakes and other related functions, and

**WHEREAS**, the Township of Montville has submitted a proposal to provide these services which the Borough Council has determined fits the needs of the Borough, which proposal may be accepted without formal bidding under the provisions of N.J.S.A. 40A: 11-5(2), contracting with another municipal entity;

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes that the Borough contract with the Township of Montville to provide the services of an Animal Control Officer and an animal shelter and other related functions in accordance with the attached proposal.

**BE IT FURTHER RESOLVED** that the Mayor and the Clerk are authorized and directed to execute a contract for the services at the cost set forth in the agreement, in the form submitted by the Township of Montville, and that notice of this resolution be published once in the official newspaper of the Borough, as required by N.J.S.A 40A: 11-5.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on February 24, 2020.

\_\_\_\_\_  
Mitchell Stern, Acting Municipal Clerk

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





# Township of Montville

**BUSINESS OFFICES:**

MUNICIPAL BUILDING  
195 CHANGEBRIDGE ROAD  
MONTVILLE, NEW JERSEY 07045-9498  
(973) 331-3300 • Fax: (973) 402-0787  
www.montvillenj.org

**POLICE DEPARTMENT:**

PUBLIC SAFETY BUILDING  
360 ROUTE 202  
MONTVILLE, NEW JERSEY 07045-8697  
(973) 257-4300 • Fax: (973) 334-4880

December 12, 2019

Borough of Mountain Lakes  
400 Boulevard  
Mountain Lakes, NJ 07046  
Attn: Ms. Marcy Gianattasio, Municipal Clerk

**Re: Interlocal Services Agreement for the provision of Animal Control Services**

Dear Marcy;

At their meeting of December 10, 2019, the Montville Township Committee adopted a Resolution authorizing the above referenced Interlocal Services Agreement.

Enclosed please find a copy of the authorizing Resolution and two agreements that need to be signed. Please sign both, keeping one for your records and send one back to my office.

If you have any questions, please contact me at 973-331-3304.

Best Regards,

Leena M. Abaza, RMC  
Township Clerk  
Montville Township

MTC: Ima  
Enclosure

**TOWNSHIP OF MONTVILLE**

**RESOLUTION # 2019 -382**

**RESOLUTION OF THE TOWNSHIP OF MONTVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN INTER-LOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES FOR THE PROVISION OF ANIMAL CONTROL SERVICES**

WHEREAS, the Borough of Mountain Lakes is in need of animal shelter services for its residents; and

WHEREAS, the Township of Montville is able to provide said animal shelter services to the Borough of Mountain Lakes; and

WHEREAS, it is in the best interests of the Township of Montville to provide said animal control services to the Borough of Mountain Lakes; and

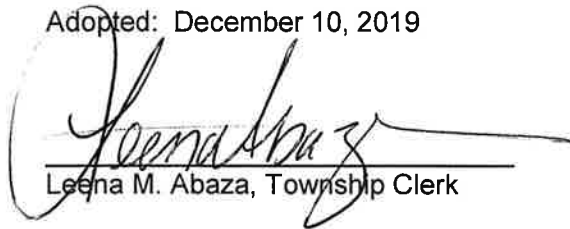
WHEREAS, the Township of Montville and the Borough of Mountain Lakes have agreed to the terms and conditions of an inter-local services agreement for the provision of said animal control services; and

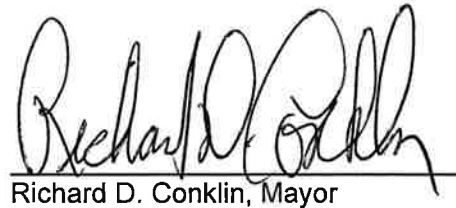
WHEREAS, municipal entities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*

NOW, THEREFORE, BE IT RESOLVED, by the Township of Montville, in the County of Morris and State of New Jersey, to execute an shared services agreement for the provision of animal control services between the Township of Montville and the Borough of Mountain Lakes for the period of January 01, 2020 through December 31, 2024.

This Resolution shall take effect immediately.

Adopted: December 10, 2019

  
\_\_\_\_\_  
Leena M. Abaza, Township Clerk

  
\_\_\_\_\_  
Richard D. Conklin, Mayor

## SHARED SERVICE AGREEMENT

THIS AGREEMENT made this 10<sup>th</sup> day of December,  
by and between the Township of Montville, a Municipal Corporation of  
the State of New Jersey with its principal office located at 195 Changebridge Road,  
Montville, Morris County, New Jersey hereinafter called "Montville"

-AND -

The Borough of Mountain Lakes, a Municipal Corporation of the State of New Jersey with  
its principal office located at 400 Boulevard, Mountain Lakes, Morris County, New Jersey,  
hereinafter called "Mountain Lakes", for animal control services and use of Montville's  
animal shelter facility.

### WITNESSETH

WHEREAS, the parties herein desire to enter into a Shared Service Agreement pursuant  
to NJSA 40A:65-1 et seq.; and

WHEREAS, Mountain Lakes desires to obtain animal pound and shelter services and  
limited Animal Control Officer services from Montville.

NOW, THEREFORE, in consideration of the provisions and mutual covenants made  
herein and other good and valuable considerations, the parties agree as follows:

1. Montville hereby agrees to provide animal pound and shelter services, as well as  
limited Animal Control Officer services, to Mountain Lakes for a period of five (5)  
years, beginning January 1, 2020 and ending December 31, 2024, with either  
party having the option to renew this Agreement for a term of five years.
2. Fees and charges paid by Mountain Lakes to Montville through the term of this  
agreement for animal shelter services rendered shall be as follows:
  - A. \$ 4.00 per day boarding fee for impounded animals.
  - B. \$ 1.00 per day administrative fee for impounded animals on stray hold.
  - C. \$ 6.00 per day administrative fee for impounded animals on bite hold or  
court-ordered hold.
  - D. \$35.00 euthanasia fee.
  - E. \$30.00 disposal fee.
  - F. \$2791.00 per quarter service charge.

The quarterly service charges shall be paid on the first month of each quarter.  
Payments for related animal shelter activities shall be made to Montville upon  
presentation of the request for payment and vouchers to be rendered quarterly by  
Montville to Mountain Lakes, together with the quarterly report. Mountain Lakes shall  
have thirty (30) days from the date of the quarterly billing to make payments in full to  
Montville. Payments received more than sixty (60) days after the above listed due date

(90 days after billing date) shall be subject to an interest fee of (8%) per centum per annum retroactive to said due date.

There will be an annual increase in the fees and per quarter service charges in the amount of two percent (2%), which shall be calculated on any annual basis on the anniversary date.

3. There shall be an additional capital contribution from Mountain Lakes to Montville in the amount of two thousand five hundred dollars (\$2500.00), which shall be utilized as the contribution of Mountain Lakes towards capital improvements at the animal shelter. Capital contributions can be paid in five (5) annual installments of five hundred dollars (\$500.00) per each installment, payable with the first quarter billing each year. Mountain Lakes shall have thirty (30) days from the date of the billing to make payment in full to Montville. Montville reserves the right to open this contract if additional capital needs arise during the life of the contract.
4. Montville shall provide animal shelter services as follows:
  - A. Animal pound and shelter facilities shall be provided that are maintained properly with sufficient heat and light, and otherwise maintained in compliance with local, county and state rules and regulations.
  - B. All animal enclosures shall be provided with proper food and bedding, together with outdoor runs. Indoor surfaces shall be impervious to moisture, and cleaned and disinfected daily.
  - C. Daily supervision, care and observation of all animals shall be provided, together with veterinary services.
  - D. Proper record-keeping and animal placement for unclaimed animals.
  - E. All animals will be impounded/sheltered for at least the period of time prescribed by law, unless:
    - i. the animal is specifically surrendered for euthanasia purposes and thereafter humanely disposed of expeditiously, or
    - ii. within the period of time prescribed by law, a veterinarian deems euthanasia medically necessary due to an animal suffering pain that is beyond medical treatment.
5. Montville will use reasonable diligence provided that Montville shall not be liable for any uncontrollable failure, interruption, or loss or damage resulting from any failure to provide the services which are the subject of this Agreement.
6. Animals from Mountain Lakes being surrendered by their owners to the Montville pound/shelter facility will be accepted at the discretion of the Montville Animal Control Officer. The decision on whether or not to accept a surrendered animal shall be made based on availability of space for the animal in question, and health and adoptability of the animal. In determining adoptability, the breed of the animal shall not be a deciding factor. Montville reserves the right to not accept surrendered animals for the purpose of euthanasia. A fifty dollar (\$50) surrender

fee is required from owners for all surrendered animals. In the event the owner of an animal from Mountain Lakes refuses to pay this fee, Mountain Lakes shall be financially responsible for this fee, and Mountain Lakes will be responsible for recouping any such paid fees directly from the Mountain Lakes resident in question. In the event an owner of an animal from Mountain Lakes refuses to pay this fee, Montville will notify Mountain Lakes within one (1) business day.

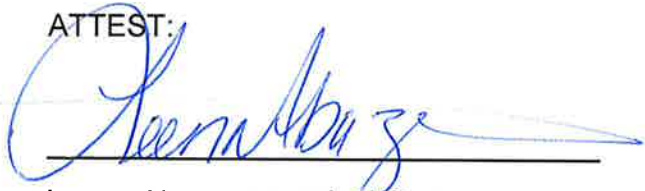
7. Veterinary charges for all impounded/sheltered domestic, exotic, and agricultural animals shall be the responsibility of and paid by the owner of the animal. In the event the owner of an animal from Mountain Lakes refuses to pay these fees, Mountain Lakes shall be financially responsible for these fees, and Mountain Lakes will be responsible for recouping any such paid fees directly from the Mountain Lakes resident in question. In the event an owner of an animal from Mountain Lakes refuses to pay these fees, Montville will notify Mountain Lakes within one (1) business day.
8. Montville shall impound/shelter all such domestic, exotic, and agricultural animals in the impound/shelter facility of Montville and shall retain such domestic, exotic, and agricultural animals in custody for the purpose of providing shelter, food, and care for the same for the period of time prescribed by law, and shall dispose of such animals not claimed, redeemed, or released to the owners or adopted by new owners in the manner prescribed by law.
9. Montville and Mountain Lakes shall both keep and maintain accurate records of each licensed and unlicensed animal impounded/sheltered, and such records shall show in detail the time, place, and circumstance under which each animal came into the possession, custody, or control of Montville for the disposition of all such animals. Such records shall, at all times, be available and open for inspection for the officers and agents of Montville and Mountain Lakes. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles related to same.
10. Mountain Lakes shall continue to keep the necessary records and census of all animals within its territory as required by law and shall continue to license all animals within its corporate limits in accordance with such law.
11. Montville shall be entitled to retain all monies which it may collect for the redemptions of animals by the owners thereof, for the boarding of such animals and from the disposals of any such animals which shall not be redeemed within the period prescribed by law.
12. No unlicensed animal with a valid rabies inoculation shall be returned to an owner who is a resident of Mountain Lakes until the owner in question first secures the required license from Mountain Lakes. Should the unlicensed animal require an updated rabies inoculation in order to obtain the required license, Montville will


release the animal to the owner and notify Mountain Lakes for them to follow up with the owner regarding licensure.

13. Every effort will be made by Montville to encourage the adoption of stray animals.
14. The Montville Township Animal Control Officer shall be made available to Mountain Lakes for up to 144 hours throughout each calendar year. This time shall be to provide patrol and routine surveillance service. Included in this time is any emergency animal control needs, which would include the pick-up, transportation to the pound/shelter facility, and impoundment of any stray, injured, or entrapped animal with the emergency transportation of sick or injured animals to a licensed veterinarian, medical expenses of which are to be the responsibility of Mountain Lakes. In the event the Animal Control Officer is called out to respond to an incident in Mountain Lakes outside of normal working hours on a Saturday, Sunday, or Holiday, a minimum of three (3) hours will be charged against the account. A two (2) hour minimum shall apply if the call out is on any other day. The transportation of animal heads to the State of New Jersey Laboratory or one of their approved courier sites for rabies analysis shall also be the financial responsibility of Mountain Lakes. In the event additional time beyond the hours allotted in this agreement is determined to be necessary, the Animal Control Officer shall be made available to Mountain Lakes at an hourly rate of fifty five dollars and sixty cents (\$55.60) per hour. This service shall not include dog bite investigation and follow-up.
15. The individuals performing services under this contract shall be employees of Montville and therefore Montville shall at all times herein be responsible for the employees. Montville shall maintain all required Workers Compensation Insurance coverage for the individuals. The individuals shall not be considered employees of Mountain Lakes.
16. It is expressly understood and agreed that Mountain Lakes is solely a contract customer of Montville and shall acquire, by this contract, no ownership, capital, property rights, or equity in the Montville pound/shelter facility, nor shall Mountain Lakes acquire by said contracts any rights, express or implied, to participate in any way in the operation or the administration of the Montville pound/shelter facility, or participate in any capacity, in any Agreements or any other disposition of the Montville pound/shelter facility property, including, but not limited to, participation in eminent domain proceedings.
17. Mountain Lakes will, each fiscal year, subject to available appropriations, make all budgetary and other provisions or appropriations necessary to provide for or authorize payment to Montville during such fiscal year of the annual fees as stated hereunder.

- 18. Either party reserves the right to terminate its obligation under this Agreement upon written notice served to either party within sixty (60) days of anticipated termination.
- 19. No assignment or transfer of this Agreement or resale of the service provided hereunder shall be made without the express consent of Montville and the consent of Mountain Lakes, in writing.
- 20. This Agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey.
- 21. Mountain Lakes hereby agrees to save, indemnify, and hold Montville harmless against all liability, claims, and judgements or demands for damages arising from accidents, losses, or injury to persons or property in regard to the Animal Control Officer activities undertaken by Montville officials in connection with their duties in Mountain Lakes provided the liability, claims, or judgements or demands do not arise out of the negligent acts of Montville employees. Montville hereby agrees to save, indemnify, and hold Mountain Lakes harmless against all liability, claims, and judgements or demands for damages arising from accidents, losses, or injury to persons or property in regard to the Animal Control Officer activities undertaken by Montville officials in connection with their duties in Mountain Lakes provided the liability, claims, or judgements or demands arise out of the negligent acts of Montville employees.
- 22. Montville agrees to maintain the same or substantially similar liability insurance in an amount equal to or in excess of the insurance currently in place.

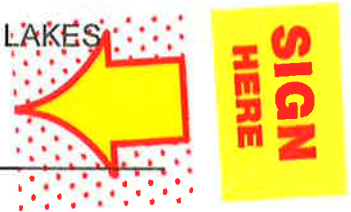
**IN WITNESS THEREOF**, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST:  
  
 \_\_\_\_\_  
 Leena Abaza, Municipal Clerk

TOWNSHIP OF MONTVILLE  
  
 \_\_\_\_\_  
 Richard Conklin, Mayor

ATTEST:  
 \_\_\_\_\_  
 Marcy Gianattasio, Municipal Clerk

BOROUGH OF MOUNTAIN LAKES  
 \_\_\_\_\_  
 Lauren Barnett, Mayor



## SHARED SERVICE AGREEMENT

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\_\_\_\_\_ by and between the Township of Montville, a Municipal Corporation of  
the State of New Jersey with its principal office located at 195 Changebridge Road,  
Montville, Morris County, New Jersey hereinafter called "Montville"

-AND -

The Borough of Mountain Lakes, a Municipal Corporation of the State of New Jersey with  
its principal office located at 400 Boulevard, Mountain Lakes, Morris County, New Jersey,  
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### WITNESSETH

WHEREAS, the parties herein desire to enter into a Shared Service Agreement pursuant  
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Montville to Mountain Lakes, together with the quarterly report. Mountain Lakes shall  
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  - C. Daily supervision, care and observation of all animals shall be provided, together with veterinary services.
  - D. Proper record-keeping and animal placement for unclaimed animals.
  - E. All animals will be impounded/sheltered for at least the period of time prescribed by law, unless:
    - i. the animal is specifically surrendered for euthanasia purposes and thereafter humanely disposed of expeditiously, or
    - ii. within the period of time prescribed by law, a veterinarian deems euthanasia medically necessary due to an animal suffering pain that is beyond medical treatment.
5. Montville will use reasonable diligence provided that Montville shall not be liable for any uncontrollable failure, interruption, or loss or damage resulting from any failure to provide the services which are the subject of this Agreement.
6. Animals from Mountain Lakes being surrendered by their owners to the Montville pound/shelter facility will be accepted at the discretion of the Montville Animal Control Officer. The decision on whether or not to accept a surrendered animal shall be made based on availability of space for the animal in question, and health and adoptability of the animal. In determining adoptability, the breed of the animal shall not be a deciding factor. Montville reserves the right to not accept surrendered animals for the purpose of euthanasia. A fifty dollar (\$50) surrender

fee is required from owners for all surrendered animals. In the event the owner of an animal from Mountain Lakes refuses to pay this fee, Mountain Lakes shall be financially responsible for this fee, and Mountain Lakes will be responsible for recouping any such paid fees directly from the Mountain Lakes resident in question. In the event an owner of an animal from Mountain Lakes refuses to pay this fee, Montville will notify Mountain Lakes within one (1) business day.

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8. Montville shall impound/shelter all such domestic, exotic, and agricultural animals in the impound/shelter facility of Montville and shall retain such domestic, exotic, and agricultural animals in custody for the purpose of providing shelter, food, and care for the same for the period of time prescribed by law, and shall dispose of such animals not claimed, redeemed, or released to the owners or adopted by new owners in the manner prescribed by law.
9. Montville and Mountain Lakes shall both keep and maintain accurate records of each licensed and unlicensed animal impounded/sheltered, and such records shall show in detail the time, place, and circumstance under which each animal came into the possession, custody, or control of Montville for the disposition of all such animals. Such records shall, at all times, be available and open for inspection for the officers and agents of Montville and Mountain Lakes. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles related to same.
10. Mountain Lakes shall continue to keep the necessary records and census of all animals within its territory as required by law and shall continue to license all animals within its corporate limits in accordance with such law.
11. Montville shall be entitled to retain all monies which it may collect for the redemptions of animals by the owners thereof, for the boarding of such animals and from the disposals of any such animals which shall not be redeemed within the period prescribed by law.
12. No unlicensed animal with a valid rabies inoculation shall be returned to an owner who is a resident of Mountain Lakes until the owner in question first secures the required license from Mountain Lakes. Should the unlicensed animal require an updated rabies inoculation in order to obtain the required license, Montville will

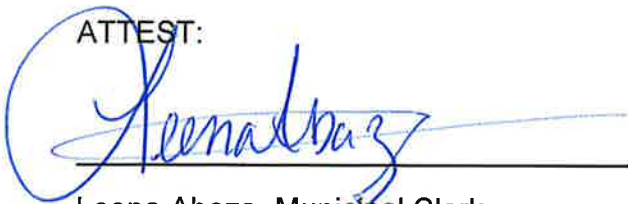
release the animal to the owner and notify Mountain Lakes for them to follow up with the owner regarding licensure.

13. Every effort will be made by Montville to encourage the adoption of stray animals.
14. The Montville Township Animal Control Officer shall be made available to Mountain Lakes for up to 144 hours throughout each calendar year. This time shall be to provide patrol and routine surveillance service. Included in this time is any emergency animal control needs, which would include the pick-up, transportation to the pound/shelter facility, and impoundment of any stray, injured, or entrapped animal with the emergency transportation of sick or injured animals to a licensed veterinarian, medical expenses of which are to be the responsibility of Mountain Lakes. In the event the Animal Control Officer is called out to respond to an incident in Mountain Lakes outside of normal working hours on a Saturday, Sunday, or Holiday, a minimum of three (3) hours will be charged against the account. A two (2) hour minimum shall apply if the call out is on any other day. The transportation of animal heads to the State of New Jersey Laboratory or one of their approved courier sites for rabies analysis shall also be the financial responsibility of Mountain Lakes. In the event additional time beyond the hours allotted in this agreement is determined to be necessary, the Animal Control Officer shall be made available to Mountain Lakes at an hourly rate of fifty five dollars and sixty cents (\$55.60) per hour. This service shall not include dog bite investigation and follow-up.
15. The individuals performing services under this contract shall be employees of Montville and therefore Montville shall at all times herein be responsible for the employees. Montville shall maintain all required Workers Compensation Insurance coverage for the individuals. The individuals shall not be considered employees of Mountain Lakes.
16. It is expressly understood and agreed that Mountain Lakes is solely a contract customer of Montville and shall acquire, by this contract, no ownership, capital, property rights, or equity in the Montville pound/shelter facility, nor shall Mountain Lakes acquire by said contracts any rights, express or implied, to participate in any way in the operation or the administration of the Montville pound/shelter facility, or participate in any capacity, in any Agreements or any other disposition of the Montville pound/shelter facility property, including, but not limited to, participation in eminent domain proceedings.
17. Mountain Lakes will, each fiscal year, subject to available appropriations, make all budgetary and other provisions or appropriations necessary to provide for or authorize payment to Montville during such fiscal year of the annual fees as stated hereunder.

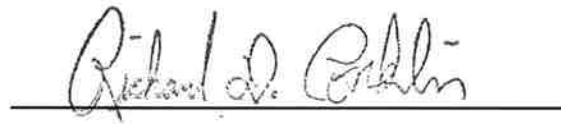
18. Either party reserves the right to terminate its obligation under this Agreement upon written notice served to either party within sixty (60) days of anticipated termination.
19. No assignment or transfer of this Agreement or resale of the service provided hereunder shall be made without the express consent of Montville and the consent of Mountain Lakes, in writing.
20. This Agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey.
21. Mountain Lakes hereby agrees to save, indemnify, and hold Montville harmless against all liability, claims, and judgements or demands for damages arising from accidents, losses, or injury to persons or property in regard to the Animal Control Officer activities undertaken by Montville officials in connection with their duties in Mountain Lakes provided the liability, claims, or judgements or demands do not arise out of the negligent acts of Montville employees. Montville hereby agrees to save, indemnify, and hold Mountain Lakes harmless against all liability, claims, and judgements or demands for damages arising from accidents, losses, or injury to persons or property in regard to the Animal Control Officer activities undertaken by Montville officials in connection with their duties in Mountain Lakes provided the liability, claims, or judgements or demands arise out of the negligent acts of Montville employees.
22. Montville agrees to maintain the same or substantially similar liability insurance in an amount equal to or in excess of the insurance currently in place.

**IN WITNESS THEREOF**, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST:

  
 \_\_\_\_\_  
 Leena Abaza, Municipal Clerk

TOWNSHIP OF MONTVILLE

  
 \_\_\_\_\_  
 Richard Conklin, Mayor

ATTEST:

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

BOROUGH OF MOUNTAIN LAKES

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

**TOWNSHIP OF MONTVILLE**

**RESOLUTION # 2019 -382**

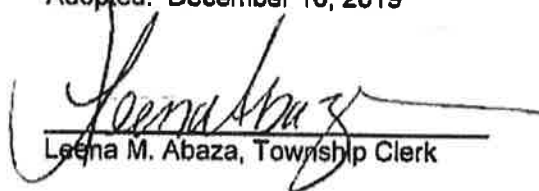
**RESOLUTION OF THE TOWNSHIP OF MONTVILLE, COUNTY OF MORRIS AND STATE OF NEW JERSEY AUTHORIZING THE EXECUTION OF AN INTER-LOCAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES FOR THE PROVISION OF ANIMAL CONTROL SERVICES**

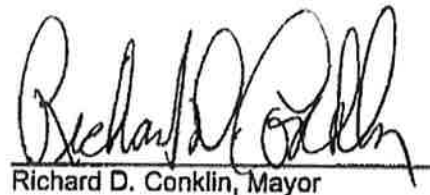
- WHEREAS, the Borough of Mountain Lakes is in need of animal shelter services for its residents; and
- WHEREAS, the Township of Montville is able to provide said animal shelter services to the Borough of Mountain Lakes; and
- WHEREAS, it is in the best interests of the Township of Montville to provide said animal control services to the Borough of Mountain Lakes; and
- WHEREAS, the Township of Montville and the Borough of Mountain Lakes have agreed to the terms and conditions of an inter-local services agreement for the provision of said animal control services; and
- WHEREAS, municipal entities are permitted to enter into such agreements pursuant to the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 *et seq.*

NOW, THEREFORE, BE IT RESOLVED, by the Township of Montville, in the County of Morris and State of New Jersey, to execute an shared services agreement for the provision of animal control services between the Township of Montville and the Borough of Mountain Lakes for the period of January 01, 2020 through December 31, 2024.

This Resolution shall take effect immediately.

Adopted: December 10, 2019

  
Leena M. Abaza, Township Clerk

  
Richard D. Conklin, Mayor

## TOWNSHIP OF MONTVILLE

## RESOLUTION 2010

**RESOLUTION AUTHORIZING THE ENTRY INTO AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF MONTVILLE AND THE BOROUGH OF MOUNTAIN LAKES FOR ANIMAL CONTROL/SHELTER - YEARS 2010 TO 2019**


**WHEREAS**, pursuant to N.J.S.A. 40:8A-1, the Township of Montville may, by Resolution, enter into an Interlocal Services Agreement with another local government entity; and

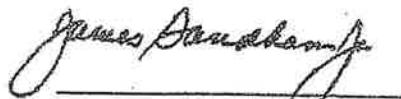
**WHEREAS**, the Township of Montville is presently operating an animal shelter in the Township of Montville pursuant to a program to control animals at large in the Township of Montville and the shelter can accommodate the needs for animal shelter services of the Borough of Mountain Lakes; and

**WHEREAS**, the Township of Montville is agreeable to allowing the Borough of Mountain Lakes to utilize the Township of Montville's animal shelter under the terms and conditions as set forth in a form of Agreement annexed hereto.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Montville, in the County of Morris, and State of New Jersey, that the appropriate Township officials are hereby authorized to execute an Agreement between the Township of Montville and the Borough of Mountain Lakes for the provision of animal control/shelter services from the Township of Montville in the form attached hereto for the years 2010 to 2019.

Adopted: January 26, 2010

  
Gertrude H. Atkinson, Township Clerk

  
James Sandham, Jr., Mayor

SHARED SERVICE AGREEMENT

THIS AGREEMENT made this 21<sup>st</sup> day of April, 2009, by and between the Township of Montville, a Municipal Corporation of the State of New Jersey with its principal office located at 195 Changebridge Road, Montville, Morris County, NJ hereinafter called "Montville"

-AND-

The Borough of Mountain Lakes, a Municipal Corporation of the State of New Jersey with its principal office at 400 Boulevard, Mountain Lakes, Morris County, New Jersey, hereinafter called "Mountain Lakes", for animal control services and use of Montville's Impound Facility.

WITNESSETH

WHEREAS, the parties herein desire to enter into a Shared Service Agreement pursuant to NJSA 40A:65-1 et seq.; and

WHEREAS, Mountain Lakes desires to obtain animal shelter services and limited animal control officer services from Montville.

NOW, THEREFORE, in consideration of the provisions and mutual covenants made herein and other good and valuable consideration, the parties agree as follows:

1. The Township of Montville hereby agrees to provide animal shelter services, as well as limited Animal Control Officer services, to Mountain Lakes for the period of January 1, 2010 through December 31, 2019, with either party having the option to renew the Agreement for a term of ten years.

2. Fees paid by the [MUNICIPALITY] throughout the term of this Agreement for animal shelter services rendered, shall be as follows:

- A. \$4.09 per day boarding fee
- B. \$25.58 euthanasia fee
- C. \$25.58 disposal fee
- D. \$2,362.45 per quarter service charge

The quarterly service charges shall be paid on the first month of each quarter. Payments for related animal shelter activities shall be made to the Township of Montville upon presentation of requests for payment and vouchers to be rendered quarterly by Montville to Mountain Lakes, together with quarterly reports. Mountain Lakes shall have thirty (30) days from the date of quarterly billing to make payments in full to Montville. Payments received more than sixty (60) days after the above listed due

date (90 days after billing date) shall be subject to an interest fee of eight (8%) per centum per annum retroactive to said due date.

There will be an annual increase in the per quarter service charges and fees based upon the percentage increase in the CPI (NY-NJ Urban Wage Earners and Clerical Workers Index) which shall be calculated on an annual basis on the anniversary date.

3. There shall be an additional capital contribution from Mountain Lakes to Montville of \$18,224 which shall be made upon execution of this Agreement and shall be utilized as the contribution of Mountain Lakes towards the construction of the new animal shelter. Capital contributions can be paid in ten (10) annual installments of \$1,822.40 per each instalment plus interest. The interest charged to Mountain Lakes shall simply be a "pass-through" of the interest incurred by the Township of Montville for the debt incurred on the balance of capital monies due from Mountain Lakes for the construction of the new Animal Shelter.

4. Veterinary charges for privately owned animals shall be the responsibility of and paid by the owner of the animal

5. The Township of Montville shall shelter all such dogs in the refuge of the Township of Montville and shall retain such dogs in custody for the purpose of providing shelter, food and care for the same for the period of time provided by law and shall dispose of such animals not claimed, redeemed or released to the owners or adopted by new owners in the manner prescribed by law.

6. The Township of Montville and Mountain Lakes shall both keep and maintain accurate records of each licensed and unlicensed dog impounded or sheltered and such records shall show in detail the time, place and circumstance under which each dog came into the possession, custody or control of the Township of Montville and the disposition of all such dogs. Such record shall, at all times, be available and open for inspection by the officers and agents of the Township of Montville and Mountain Lakes. All disposals of animals shall be conducted in the manner prescribed by law and in accordance with the humane principles related to same.

7. Mountain Lakes shall continue to keep the necessary records and census of all dogs within its territory as required by law and shall continue to license all dogs within its corporate limits in accordance with such law.

8. The Township of Montville shall be entitled to retain all monies which it may collect for the redemptions of animals by the owners thereof, for the boarding of such animals and from the disposals of any such animals which shall not be redeemed within the period prescribed by law.

9. No unlicensed animal with a valid rabies inoculation shall be returned to the owner who is a resident of Mountain Lakes unless the owner first secures a license



from Mountain Lakes. Should the unlicensed animal require an updated rabies booster prior to licensing, the animal will be released to the owner with notification to Mountain Lakes for follow-up.

10. Every effort will be made by the Township of Montville to encourage the adoption of stray animals.

11. The Montville Township Animal Control Officer shall be made available to Mountain Lakes on an "on call basis" to service animal control needs which would include pick-up and impoundment of stray, injured or entrapped animals with the emergency transportation of sick or injured animals to a licensed veterinarian, medical expenses of which are to be the responsibility of Mountain Lakes. The transportation of animal specimens or heads to the State of New Jersey Laboratory or one of their approved courier sites for rabies analysis shall also be the responsibility of Mountain Lakes. This agreement makes no provision for patrol or routine surveillance services. The quarterly service charge will provide up to 12 hours per month of in-service time determined from dispatch to return time. In the event the Animal Control Officer is called out to respond to an incident in Mountain Lakes outside of normal working hours on a Saturday, Sunday or Holiday, a minimum of three (3) hours will be charged towards the monthly allotted time. A two (2) hour minimum will apply if the call out is on any other day. Accumulated hours in excess of 12 hours per month shall be billed at an additional fifty one dollars and fifteen cents (\$51.15) per hour rate.

12. The individuals performing services under this contract shall be employees of Montville and therefore Montville shall at all times herein be responsible for the employees. Montville shall maintain all required Workers Compensation Insurance coverage for the individuals. The individuals shall not be considered employees of Mountain Lakes.

13. It is expressly understood and agreed that Mountain Lakes is solely a contract customer of the Township of Montville and shall acquire, by this contract, no ownership, capital, property rights or equity in the Animal Shelter of the Township of Montville, nor shall Mountain Lakes acquire by said contract any rights, express or implied, to participate in any way, in the operation or the administration of the Montville Township Shelter or participate in any capacity, in any Agreements or any other disposition of the Animal Shelter property, including, but not limited to, participation in eminent domain proceedings.

14. Mountain Lakes will, each fiscal year, subject to available appropriations make all budgetary and other provisions of appropriations necessary to provide for or authorize payment to the Township of Montville during such fiscal year of the annual fees as stated hereunder.

15. Either party reserves the right to terminate its obligation under this Agreement upon written notice served to either party within sixty (60) days of anticipated termination. In the event that Montville exercises this right, it shall provide a

pro rata reimbursement of the capital payment. In the event Mountain Lakes exercises this right, it shall make full payment of the capital balance plus interest.

16. The Township of Montville shall provide animal shelter services in accordance with the standards and specifications annexed hereto as Schedule A and use reasonable diligence provided that the Township of Montville shall not be liable for any uncontrollable failure, interruption or loss or damage resulting from any failure to provide the services which are the subject of this Agreement.

17. No assignment or transfer of this Agreement or resale of the service provided hereunder shall be made without the express consent of the Township of Montville and the consent of the Borough of Mountain Lakes, in writing.

18. This agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey.

19. Mountain Lakes hereby agrees to save, indemnify and hold Montville harmless against all liability, claims and judgments or demands for damages arising from accidents, losses or injury to persons or property in regard to the ACO activities undertaken by Montville officials in connection with their duties in Mountain Lakes provided the liability, claims and judgments or demands do not arise out of the negligent acts of Montville's employees. Montville hereby agrees to save, indemnify and hold Mountain Lakes harmless against all liability, claims and judgments or demands for damages arising from accidents, losses or injuries to persons or property in regard to the ACO activities undertaken by Montville Township Officials in connection with their duties in Mountain Lakes provided the liability claims and judgments or demands are out of the negligent acts of Montville employees.

20. Montville agrees to maintain the same or substantially similar liability insurance in an amount equal to or in excess of the insurance currently in place.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST:

TOWNSHIP OF MONTVILLE

Gertrude Atkinson  
Gertrude Atkinson, Municipal Clerk

James Sandham, Jr.  
~~Deborah Nelson, Mayor~~  
James Sandham, Jr.

ATTEST:

[MUNICIPALITY]

Christina Whitaker

Municipal Clerk

Attn: Lakes Clerk

[Signature]

Mayor

Barbara E. Lewis, MD

Borough Manager

**SCHEDULE A**

**Montville Will Provide the Following Services**

- a. Animal shelter facilities shall be provided that are maintained properly with sufficient heat and light and otherwise maintained in compliance with rules and regulations of the State Department of Health.
- b. All animal enclosures shall be provided with proper food and bedding, together with outdoor runs. Indoor surfaces shall be impervious to moisture, cleaned and disinfected daily.
- c. Daily supervision, care and observation of all animals shall be provided together with veterinary services.
- d. Montville will provide proper record keeping and animal placement for unclaimed animals.
- e. All animals will be sheltered for a minimum of seven (7) days unless specifically turned in for euthanasia purposes and thereafter humanely disposed of.



# Township of Montville

FULLY EXECUTED

**BUSINESS OFFICES:**  
MUNICIPAL BUILDING  
195 CHANGEBRIDGE ROAD  
MONTVILLE, NEW JERSEY 07045-9498  
(973) 331-3300 • FAX: (973) 402-0787

**POLICE DEPARTMENT:**  
PUBLIC SAFETY BUILDING  
360 ROUTE 202  
MONTVILLE, NEW JERSEY 07045-8697  
(973) 257-4300 • FAX: (973) 334-4880

April 30, 2010

Jim Sandham  
MAYOR

Tim Braden  
DEPUTY MAYOR

Art Daughtry  
COMMITTEEMAN

Deb Nielson  
COMMITTEEWOMAN

Don Kostka  
COMMITTEEMAN

Christina Whitaker, Borough Clerk  
Borough of Mountain Lakes  
400 Boulevard  
Mountain Lakes, NJ 07046

**Re: Interlocal Services Agreement Animal Shelter Services 2010 - 2119**

Dear Christina:

Enclosed please find one fully executed original copy of the above referenced agreement for your records. Please note pages 1 and 3 have been updated to reflect the 2010 rates.

Thank you.

Very truly yours,

Gertrude H. Atkinson  
Township Clerk

MTC:gha  
Enclosure

- c: John Wozniak, Health Officer w/enc. (copy)
- Frances L. Vanderhoof, Director of Finance w/enc. (copy)
- Frank Bastone, Township Administrator w/enc. (copy)

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

**RESOLUTION 86-20**

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF  
MOUNTAIN LAKES AND RIDGE ENVIRONMENTAL MANAGEMENT LLC”**

**WHEREAS**, there exists the need for the Borough of Mountain Lakes to obtain environmental consulting services in connection with the Zoning Ordinance “B” Zone Update; and

**WHEREAS**, it is agreed that Ridge Environmental Management LLC, will provide environmental consulting services concerning underground storage tanks for the Zoning Ordinance “B” Zone Update; and

**WHEREAS**, the maximum amount of the contract is \$890.00; 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" without competitive bids 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, in the County of Morris, and State of New Jersey, as follows:

1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute the agreement attached hereto with Ridge Environmental Management LLC for environmental consulting services in connection with the Zoning Ordinance “B” Zone Update in an amount not to exceed \$890.00.

2. This contract is awarded without competitive bidding 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.

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

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on February 24, 2020.

\_\_\_\_\_  
Mitchell Stern, Acting Municipal Clerk

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

**CERTIFICATION OF THE AVAILABILITY OF FUNDS**  
01-201-20-155-028 Legal Services – EDAC Consultant

  
Monica Goscicki, CFO

**Borough of Mountain Lakes  
Contract Review Checklist**

**Vendor/Professional: Ridge Environmental Management**

**Financial Impact:**

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

Date: 2/17/20



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

**THIS AGREEMENT**, made this **17th day of February, 2020** 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 **Ridge Environmental Management LLC**, Party of the Second Part, herein called the "Contractor".

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

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated **January 22, 2020** which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.

5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiarics, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-

8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

BOROUGH OF MOUNTAIN LAKES  
IN THE COUNTY OF MORRIS

\_\_\_\_\_

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

(SEAL)

\_\_\_\_\_

Date

ATTEST:  
CONTRACTOR

  
\_\_\_\_\_

By: John Engdahl, Owner  
Ridge Env. Management LLC  
(SEAL)

2.14.2020  
\_\_\_\_\_

Date



**Ridge Environmental Management, LLC.**  
31 Allen Street,  
Basking Ridge, NJ 07920

January 22, 2020

Borough of Mountain Lakes  
Mountain Lakes Borough Hall  
400 Boulevard  
Mountain Lakes, NJ 07046  
c/o Mr. Mitchell Stern, Borough Manager

Via: Electronic Correspondence [mstern@mtnlakes.org](mailto:mstern@mtnlakes.org)

Re: Proposal for Professional Environmental Consulting Services  
Borough of Mountain Lakes

Mr. Stern,

Ridge Environmental Management LLC (REM) is pleased to provide this proposal for professional environmental consulting services to the Borough of Mountain Lakes, New Jersey ("Borough"). REM is structured to provide environmental project management services by providing oversight to its client's existing consultants and contractors. REM also has a trusted network of business partners (consultants, Licensed Site Remediation Professionals (LSRPs), contractors, etc.) to provide full-service environmental project management and environmental business solutions. Environmental project management is a multidisciplinary undertaking requiring a foundational understanding of physical sciences, environmental regulations, financial management, and the ability to properly communicate information to various project stakeholders. REM's environmental project management philosophy is based on identifying a project's position within these four foundational disciplines and utilizing its experience and trusted network of business partners to obtain the optimal environmental business solution.

It is REM understanding that the Borough is seeking professional environmental services, specifically an industry resource, to discuss the current state of underground storage tanks (USTs) regulations, requirements, and environmental safeguards. REM further understands that Borough is seeking these services as it pertains to the development of a Borough property as a retail gasoline and convenience store. REM's proposal consists of the following.

Task #1: Develop Presentation Outline and Solicit Key Points from Borough personnel

Based on conversations to date, REM will develop a DRAFT presentation outline for review by Borough personnel. The presentation will highlight the New Jersey Department of Environmental Protection (NJDEP) UST regulations and requirements and current industry guidelines with a focus on environmental safeguards. REM will solicit questions and comments on the draft outline from Borough personnel to ensure that key points are addressed in the final presentation.

Task #2: Finalize Presentation and Meet with Borough Personnel

Based on feedback from Task #1, REM will finalize the presentation and schedule a day/time to meet with Borough personnel to discuss. The goal of this meeting would be to review the presentation, address the key points identified by Borough personnel, and provide pertinent information and resources for the Borough personnel to reference as it continues to evaluate the proposed retail gasoline and convenience store project. REM has allotted time within this task to address questions that arise from this discussion.

Task #3: Project Management Service

At the Borough's request, REM will provide environmental project management services on the technical and regulatory aspects of the project if the development is approved.

REM's role in the project will be to provide professional environmental consulting services as it pertains to the tasks discussed above. As part of these activities, REM may be required to conduct site visits and participate in meetings or conference calls with Borough personnel or other stakeholders. REM will provide the services associated with Task #1 and Task #2 for a Not To Exceed cost of \$ 890.00. REM will provide the services related to any follow-up items from Task #2 that require effort beyond the allotted time and Task #3 as directed by the Borough with a clear and concise scope of work, objective, and time estimate to complete the assigned tasks. REM's standard hourly rate is one hundred and twenty-five dollars per hour (\$125.00/hour) and fifty-eight cents per mile (\$0.58/mile) for any travel associated with services provided. If possible, any other project related expenses will be billed directly to the Borough. If additional project related expenses are incurred by REM, they will be charged at cost plus a three percent (3%) handling fee. A cost summary sheet is enclosed.

REM will provide services discussed above, relying on its 20-years of experience managing environmental and UST projects. My resume is provided as Attachment No. 1 for your reference and convenience.

REM appreciates the opportunity to assist the Borough in this matter. Please sign and return the Agreement for Professional Environmental Consulting Services provided as Attachment No.2. Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,



Ridge Environmental Management LLC  
John Engdahl, Owner

Enc.

Attachment No.1 - John Engdahl Resume

Attachment No.2 - Agreement for Professional Environmental Consulting Services

## Cost Summary Sheet

**Task #1: Develop Presentation Outline and Solicit Key Points from Borough personnel**

- DRAFT Presentation Outline
- Time to review Key Concepts

**Task #2: Finalize Presentation and Meet with Borough Personnel**

- Finalize Presentation
- Attend Meeting with Borough personnel (~ 1 hour)
- Follow up Items from Borough meeting (~ 1 hour)

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**Not to Exceed    \$ 890.00.**

**Task #3: Project Management Services**

- Provide environmental project management services on the technical and regulatory aspects

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**As Directed by Borough**

**Attachment No. 1**

# John J. Engdahl

An environmental professional with 20 years of experience as a corporate manager and consultant. Proven ability to safely, efficiently, and cost-effectively manage portfolios and complex projects spanning a variety of contaminants and settings with budgets in excess of several million dollars. Works independently and along with senior management, consultants/contractors, facility personnel, business units, corporate real estate, and legal personnel, outside legal counsel and business professionals to achieve project goals.

- ASTM Phase I/II Site Assessments
- Site Investigation and Remediation Investigations
- Feasibility Studies and Remedial Action Workplans
- Emergency Response
- Soil/Waste Management (Construction Oversight)
- Facility Decommissioning/Demolition
- Environmental Permitting
- Environmental Compliance Auditing
- Environmental Liability Reserve and Financial Management

## Professional Experience

*Ridge Environmental Management, LLC, Basking Ridge, NJ*

*Owner*

*2019 -*

- Assisting national retail gasoline/convenience store client with the management of site remediation portfolio management and litigation support.
- Assisting an environmental consulting firm client with project management activities at a former refinery property subject to RCRA Corrective Action and NJDEP regulations and former petroleum bulk storage property subject to NJDEP's Industrial Site Recovery Act (ISRA).
- Assisting an environmental consulting firm client with project management services for real estate due diligence and underground storage tank projects.

*Speedway, LLC, Edison, NJ*

*Environmental Representative*

*2014 - 2018*

- Managed a portfolio of investigation/remediation, property acquisition, and divestment, asset retirement, real estate due diligence, construction management, brownfields development, litigation support, and emergency response projects under the oversight of several state regulatory programs, including but not limited to New Jersey, New York, and Massachusetts.
- Managed a team of environmental consultants; realized ~ \$100,000's annual savings while continuing to progress the portfolio through the site remediation regulatory process, including sites in NYS DEC Region 1.
- Speedway, LLC, a wholly-owned subsidiary of Marathon Petroleum Corporation, acquired Hess Corporation's retail business in 2014. Served as point of contact for the transition of Hess remediation programs and procedures to Speedway's management systems, including the financial liability and management systems.



*Hess Corporation, Woodbridge, NJ**Senior Specialist, Remediation*

2011 - 2014

- Corporate remediation manager for projects in multiple states (including but not limited to NJ, PA, NY, MA) including a 150-plus acre refinery in NJ (RCRA Corrective Action), bulk storage terminals, current, and former gasoline stations, and other corporate assets.
- Managed a 30,000-ton remedial excavation at a 25-acre terminal property, including securing necessary environmental projects, dewatering activities, and site restoration, with an expedited schedule dictated by Hess Sr. Management to prepare the property for the redevelopment as a power generating plant.
- Coordinated and completed response actions at waterfront properties in the aftermath of major coastal storms. The projects required interaction with many stakeholders, including current property owners (and consultants), state agencies, and the United States Coast Guard.
- Oversaw the completion of the environmental assessment, permitting, and negotiated environmental aspects of a multi-million-dollar real estate sales agreement for a waterfront terminal property planned for redevelopment as residential use.
- Responsible for all aspects of environmental project management including soil, groundwater, soil gas/indoor air, and ecological sampling and data evaluation, implementing in-situ and ex-situ remedial technologies, and investigation/remediation of NAPL, bedrock, and other complex settings.
- Manage all financial aspects of a project portfolio with a total annual spend of ~ \$10 MM/year.
- The position required a strong knowledge of multiple state and federal environmental regulations, including but not limited to NYS DEC Region 1, and the ability to communicate and negotiate with regulators.
- Managed a team of environmental consultants to streamline remediation for a total cost savings of ~ \$200,000 in annual savings.

*International Specialty Product, Inc., Wayne & Linden, NJ**Manager, Remediation*

2008 - 2010

- Managed activities at USEPA regulated TSCA and CERCLA sites.
- Oversaw the investigation/remediation of sites for pesticides, PCBs, chlorinated VOCs, heavy metals, and mercury (dissolved, elemental, and vapor phase) in various media.
- Managed a beneficial soil re-use operation (hundreds of thousands of cubic yards of soil imported) to prepare a 100-plus acre former chemical facility for redevelopment.
- Managed the technical and financial aspects of a \$1 MM facility decommissioning/demolition project including the removal of asbestos, management of lead-based paint, and proper characterization and disposal of TSCA-regulated PCB impacted building materials (brick, concrete, piping, caulk).
- Implemented optimization practices at a company operated 100 GPM groundwater treatment system resulting in an annual cost saving of > \$200,000.

*First Environment, Inc., Boonton, NJ**Associate*

2000 - 2008

- Managed merger/acquisition, investigation, and remediation projects for a range of clients including Fortune 100 companies, major utilities (within NYS DEC Region 2), and national real estate and insurance firms.
- Managed a PCB remediation project that required the excavation and restoration of a 3- acre wetland; a former dye and pigment manufacturer facility with lead-contaminated soil/groundwater (a site-specific lead soil cleanup standard was calculated and successfully negotiated with the NJDEP, resulting in a significant reduction in project costs); and a streambank remediation/restoration project at a former paint manufacturing facility.
- Served on the firm's Health and Safety Team, ISO 14001 Steering Committee, and Litigation Support Team.

- Managed and mentored junior staff on proper field methodology, regulations, and data analysis/report preparation.

*Handex, Inc., Morganville, NJ*

*Hydrogeologist II*

*1999 - 2000*

- Responsible for all aspects of UST remediation sites for a major U.S. oil company in NJ.

### **Education**

M.S., Natural Resources Management and Engineering, University of Connecticut

B.S., Natural Resources Management and Engineering, University of Connecticut

Continued Graduate Studies, New Jersey Institute of Technology

Rutgers and Montclair State Continuing Professional Education - Numerous

Courses Interstate Technical & Regulatory Council (ITRC) - LNAPL, Vapor Intrusion

Emerging Leaders Program, Wright State University - Raj Sooin College of Business

### **Professional Registrations/Organization Affiliations**

OSHA HAZWOPER

OSHA Site Supervisor

Site Remediation Industry Network/NJ Chemistry Council Chairperson (2015 - 2019)

2014 Site Remediation Merit Award from NJ Chemistry Council

NJDEP Technical Guidance Document Work Group Committee Member (Commingled Plume, Vapor Intrusion)

NJDEP Stakeholder Group Member (Remedial Action Permit Group, Groundwater Quality Standards)

Environmental Commission Bernards Township, New Jersey (2014 – 2018)

**Attachment No. 2**

**AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES**

THIS AGREEMENT dated the \_\_\_\_\_ day of October, 2019,

**BETWEEN:**

\_\_\_\_\_ Borough of Mountain Lakes (Hereinafter called the "Client")

\_\_\_\_\_ Ridge Environmental Management LLC (Hereinafter called the "Consultant")

**WHEREAS**, the Client retains the Consultant to provide professional environmental consulting services at the costs set forth in the attached proposal dated January 22, 2020, to provide professional environmental consulting services. (Hereinafter called the "Services");

**AND WHEREAS**, the Consultant agrees to provide the requested Services;

**NOW THEREFORE WITNESSETH**, that in consideration of the respective agreements and obligations contained herein, the Client and Consultants (Hereinafter called the "Parties") mutually agree as follows:

1. The Consultant shall perform the services under this agreement with that degree of care, skill and diligence generally accepted as typical of the industry in the performance of such services as contemplated by the Agreement at the time such services are rendered. The Consultant shall employ only competent staff/subcontractors who will be under the supervision of the Consultant.
2. The Consultant is providing professional environmental consulting services, which does not meet the definition of "fieldwork" (e.g., construction, excavating, digging, boring, drilling, intrusive work, etc.). The Consultant shall be responsible only for its activities and that of its employees/subcontractors as it relates to providing professional environmental consulting services and shall maintain all required insurance, permits, or licenses. The Consultant shall take every precaution reasonable in the circumstances for its protection and safety and the protection and safety of its employees/subcontractors in providing professional environmental consulting services. As such, the Client shall provide the Consultant with comprehensive site-specific safety information. The Consultant will prepare a Health and Safety Plan, which details how the Consultant's obligations will be met when providing professional environmental consulting services. The Consultant shall not direct or supervise any of the fieldwork nor the work of any other Client representative (employee, contractor, vendor, etc.) on the project.
3. The Consultant may provide a final report(s) for the purpose and scope agreed upon in the above-referenced proposal, which may contain a statement of qualifications and limitations to accurately reflect the professional environmental consulting services provided. Any reports (drafts or final) and the information retained in shall be treated as confidential, to the extent allowed by law, and can be relied upon by the Client in the performance of their obligations for the purposes and scope agreed upon in the above-referenced proposal. Any reproduction or use of report(s) beyond the intended purpose and scope is at the Client's sole risk and without liability to the Consultant. Unless agreed to by the Parties in the above-referenced proposal, Client and Consultant agree the Client can only make the report available to a third party with written consent of the Consultant and such use by a third party shall be subject to the terms, conditions, and limitations set forth in this Agreement and the report(s). Upon payment in full, the report(s) shall be and remain the property of the Client.
4. The Client may in writing at any time after the execution of this Agreement or the commencement of the Services delete, extend, increase, vary, or otherwise alter the proposal for professional environmental consulting services. In this instance, the Consultant is obligated to immediately cease/alter its activities to comply with the Client's request. The

Client agrees to compensate the Consultant for all services and expenses incurred up to the time the written notification is received by the Consultant. Parties agree that the Client's request could alter the scope of services, schedule and/or the costs and as such a revised proposal and Agreement should be agreed upon in writing. Similarly, the Client may at any time by notice in writing to the Consultant, suspend or terminate the professional environmental consulting services or any portion thereof. Upon receipt of such written notice by the Client, the Consultant shall perform no further professional environmental consulting services other than those reasonable to organize and finalize the project to its abbreviated state. In such an event, the Consultant shall be entitled to payment for services rendered and expenses incurred.

5. Neither Party shall be liable or penalized for delays or failure to perform its services if the same is caused directly or indirectly by circumstances beyond a Party's reasonable control. The Client shall not hold the Consultant responsible for damages or delays in performance caused by the Client, acts of God, acts and/or omissions of governmental authorities and regulatory agencies or other events which are beyond the reasonable control of the Parties.

6. The Client shall pay the Consultant in accordance with the provision set forth below:

as detailed in the above-referenced proposal.

monthly detailed invoices will be issued by the Consultant for all professional environmental consulting services under the above-referenced proposal and this Agreement. The Client shall pay each invoice within 30 days of the date of the invoice. Interest at a rate of 1% per month or the maximum rate allowed by law, whichever is less, will be charged on all overdue amounts (including unpaid balances). In the event of a disputed invoice, only the disputed portion of the invoice shall be withheld for payment, and the undisputed portion will be paid. The Client shall notify the Consultant of any disputes within 10-days of receiving the invoice and be reasonable in disputing any bill or portion. No interest will accrue on any disputed portion of the billing until the dispute is mutually resolved. If the Client fails to make payment of any portion of an invoice and a dispute has not been properly communicated within 60 days from the date of invoice, the Consultant may, after giving 7 days written notice to the Client, suspend the professional environmental consulting services until the invoices have been paid in full.

7. The Consultant agrees to the following insurance requirement and can provide necessary documents at the Client's request.

- Worker's compensation insurance to statutory requirement amounts.
- Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name the Client as Additional Insured.
- Automobile Liability Insurance in the amount of \$1,000,000 per occurrence for both owned and non-owned vehicles.
- Professional Liability Insurance in the amount of \$1,000,000.

8. Subject to any limitations stated in this Agreement, the Parties shall indemnify and hold each other harmless, their respective officers, directors, employees, and subcontractors, from and against all claims, damages, losses, and actions, including reasonable legal fees, as the result of damages or liabilities for bodily injury, including death, or damage to property, caused by a negligent act, strict liability, breach of contract, error, or omission of the said Party or any of its agents, subcontractors, or employees in the performance of its obligations under this Agreement.

9. All notices or other communications required or desired to be given with respect to this Agreement and/or the Work shall be delivered personally or sent by mail with all postage or other charges fully prepaid and addressed as follows:

CONSULTANT	CLIENT
Ridge Environmental Management, LLC	Borough of Mountain Lakes
Attn: John Engdahl	Attn: Mitchell Stern
Address: 31 Allen Street	Address: 400 Boulevard
Basking Ridge, NJ 07920	Mountain Lakes, NJ 07046
Phone: 732-397-8275	Phone: 973-334-3131 x2006
E-mail: john@ridgeenvgmt.com	E-mail: <a href="mailto:mstern@mtnlakes.org">mstern@mtnlakes.org</a>

10. The Parties acknowledge that this Agreement constitutes the entire agreement between them and supersedes all prior representations, warranties, agreements, and understandings, oral or written, between the Parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both Parties. If any element of this Agreement is later held to violate the law or regulation, it shall be deemed void, and all remaining provisions shall continue in force. All questions arising out of this Agreement, or its validity, interpretation, performance or breach shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

**CLIENT:**

The signatory shall have the authority to bind the corporation for purposes of this Agreement

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**CONSULTANT:**

The signatory shall have the authority to bind the corporation for purposes of this Agreement

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Ridge Environmental Management LLC**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ► \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**31 Allen Street**

**6** City, state, and ZIP code  
**Basking Ridge, New Jersey 07920**

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

			-						
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or

**Employer identification number**

8	3	-	2	7	2	3	1	3	7
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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**    Signature of U.S. person ►     Date ► 1/21/2019

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** RIDGE ENVIRONMENTAL MANAGEMENT LLC

**Trade Name:**

**Address:** 31 ALLEN STREET  
BASKING RIDGE, NJ 07920

**Certificate Number:** 2291788

**Effective Date:** December 06, 2018

**Date of Issuance:** February 13, 2020

**For Office Use Only:**

20200213094958914



# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfn/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfn/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

# C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

## Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

# 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:	Ridge Environmental Management LLC				
Address:	31 Allen Street				
City:	Basking Ridge	State:	NJ	Zip:	07920

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.

[Signature]                      John Engdahl                      Owner.  
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
			\$ 0.00

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

**STOCKHOLDER DISCLOSURE CERTIFICATION**

Name of Business: *Ridge Environmental Management, LLC*

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: *No stock holders.*

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 20__.	_____
(Notary Public)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

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

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Ridge Environmental Management 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, 2021 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

**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: Ridge Environmental Management  
 Signed: [Signature] Title: owner  
 Print Name: John Engdahl Date: 2.14.2020

Subscribed and sworn before me this \_\_\_ day of \_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
 (Affiant)

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
 (Print name & title of affiant) (Corporate Seal)

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

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

“The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

APPENDIX A  
AMERICANS WITH DISABILITIES ACT OF 1990  
Equal Opportunity for Individuals with Disability

The Contractor and the Borough (hereafter "Owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S21 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the Contractor shall indemnify, protect, and save harmless the Owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The Contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Owner's grievance procedure. If any action or administrative proceeding results in an award of damages against the Owner, or if the Owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the Contractor shall satisfy and discharge the same at its own expense.

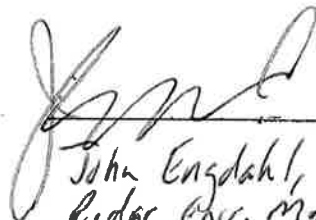
The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the Owner shall expeditiously forward or have forwarded to the Contractor every demand, complaint, notice, summons, pleading, or other process received by the Owner or its representatives.

It is expressly agreed and understood that any approval by the Owner of the services provided by the Contractor pursuant to this contract will not relieve the Contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Owner pursuant to this paragraph.

It is further agreed and understood that the Owner assumes no obligation to indemnify or save harmless the Contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the Contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the Contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the Contractor from any liability, nor preclude the Owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Date: 2.14.2020

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

  
John Engdahl, Owner  
Ridge Env. Mgmt LLC

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

**RESOLUTION 87-20**

**“RESOLUTION AUTHORIZING THE BOROUGH MANAGER TO RESOLVE CERTAIN UTILITY ACCOUNT  
DISPUTES”**

**WHEREAS**, the Borough policy has been to bring any and all utility account disputes which involve refunds to the Borough Council for review and potential resolution; and

**WHEREAS**, this policy requires that any potential resolution of billing errors must await a scheduled Council meeting; and

**WHEREAS**, the Council has determined that the Borough Manager should have the authority to review and determine claims the resolution of which involve refunds in an amount of fifty (\$50.00) dollars or less.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that the Borough Manager is hereby authorized to resolve utility account claims and disputes in an amount of fifty (\$50.00) dollars or less on behalf of the Borough and order the issuance of refunds not exceeding that amount when deemed appropriate.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on February 24, 2020.

\_\_\_\_\_  
Mitchell Stern, Acting Municipal Clerk

| <b>Name</b>     | <b>Motion</b> | <b>Second</b> | <b>Aye</b> | <b>Nay</b> | <b>Absent</b> | <b>Abstain</b> |
|-----------------|---------------|---------------|------------|------------|---------------|----------------|
| <b>Barnett</b>  |               |               |            |            |               |                |
| <b>Happer</b>   |               |               |            |            |               |                |
| <b>Horst</b>    |               |               |            |            |               |                |
| <b>Korman</b>   |               |               |            |            |               |                |
| <b>Lane</b>     |               |               |            |            |               |                |
| <b>Menard</b>   |               |               |            |            |               |                |
| <b>Shepherd</b> |               |               |            |            |               |                |





# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## CONSTRUCTION OFFICE MONTHLY ACTIVITY REPORT

JANUARY 2020

### ADMINISTRATIVE SUMMARY

The numbers for the month of January are quite skewed as compared to previous years. Two large projects received their construction permits this past month, Sunrise Senior Living and another building at the Enclave at Mountain Lakes. These permits must be taken into account when evaluating the activity level for the month.

Financially, without these two projects, the collected revenue through the Construction Office was \$8,058.00 – much less than the same time period of the previous two years. Weather may have been a contributing factor but with an increase in submitted applications during the last few days of the month, this downturn is expected to be reversed during the next month or two.

The collected fees from the above two projects will be needed for staff time to administer, inspect and close out these projects over the next two years. With the expectation that construction activity continues at similar levels of past years, the fees from these two projects will cover any additional staff time necessary.

Site clearing continues at the Sunrise Senior Living project with the installation of utilities to begin in February. The foundations for the next building at the Enclave at Mountain Lakes are nearing completion. With the use of a temporary tent and supplemental heat, the contractor for the Island Beach canteen building has been able to complete the masonry wall system.



Mountain Lakes Borough  
 400 BOULEVARD  
 MOUNTAIN LAKES, NJ 07046

## Construction Permit Activity Report

1/1/2020 -> 1/31/2020

### Summary

|               |                        |           |                 |                 |                    |
|---------------|------------------------|-----------|-----------------|-----------------|--------------------|
|               | Cost:                  | Count:    |                 |                 |                    |
| New:          | \$20,865,047.00        | 6         | Cubic Footage:  | 1,230,785 Cu.ft | Permits Issued: 34 |
| Addition:     | \$0.00                 | 0         | Square Footage: | 91,041 Sq.ft    | Updates Issued: 8  |
| Alteration:   | \$311,487.00           | 33        |                 |                 |                    |
| Demolition:   | \$16,988.00            | 3         |                 |                 |                    |
| <b>Total:</b> | <b>\$21,193,522.00</b> | <b>42</b> |                 |                 |                    |

| Permits       | Count     | Permit Fees        | Admin Fees     | Total              | Inspections | Passed     | Failed     | Other    |
|---------------|-----------|--------------------|----------------|--------------------|-------------|------------|------------|----------|
| Building:     | 11        | \$71,248.00        | \$0.00         | \$71,248.00        | B           | 27         | 26 %96.3   | 1 %3.7   |
| Plumbing:     | 17        | \$7,820.00         | \$0.00         | \$7,820.00         | P           | 18         | 15 %83.3   | 1 %5.6   |
| Electrical:   | 21        | \$14,304.00        | \$0.00         | \$14,304.00        | E           | 33         | 29 %87.9   | 4 %12.1  |
| Fire:         | 17        | \$3,756.00         | \$0.00         | \$3,756.00         | F           | 13         | 11 %84.6   | 1 %7.7   |
| Elevator:     | 0         | \$0.00             | \$0.00         | \$0.00             | V           | 0          | 0 %        | 0 %      |
| Mechanical:   | 15        | \$1,350.00         | \$0.00         | \$1,350.00         | M           | 32         | 30 %93.8   | 0 %0     |
|               | <u>81</u> | <u>\$98,478.00</u> | <u>\$0.00</u>  | <u>\$98,478.00</u> |             | <u>123</u> | <u>111</u> | <u>7</u> |
| DCA Training: | 6         |                    | 4565           | Other Fees         |             |            |            |          |
| DCA State:    | 33        |                    | 473            | \$450.00           |             |            |            |          |
| DCA Minimum:  | 3         |                    | 3              |                    |             |            |            |          |
|               | <u>42</u> |                    | <u>\$5,041</u> |                    |             |            |            |          |

(Note: Does not include result of none)

| Variations    | Total         | Paid          | Certificates Issued | Total     | Paid Total      |
|---------------|---------------|---------------|---------------------|-----------|-----------------|
| Building      | 0             | 0             | CA                  | 28        | \$0.00          |
| Plumbing      | 0             | 0             | CCO                 | 0         | \$0.00          |
| Electrical    | 0             | 0             | CO                  | 5         | \$850.00        |
| Fire          | 0             | 0             | CC                  | 0         | \$0.00          |
| Mechanical    | 0             | 0             | TCO                 | 4         | \$0.00          |
| Elevator      | 0             | 0             | TCC                 | 0         | \$0.00          |
| <b>Total:</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>Total:</b>       | <b>37</b> | <b>\$850.00</b> |

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

| Permit Subcode Exempted (State) Fees |              |                | Permit Subcode Waived (Local) Fees |              |              |
|--------------------------------------|--------------|----------------|------------------------------------|--------------|--------------|
|                                      | Record Count | Total Exempted |                                    | Record Count | Total Waived |
| Building                             | 0            | \$0            | Building                           | 0            | \$0          |
| Plumbing                             | 0            | \$0            | Plumbing                           | 0            | \$0          |
| Electrical                           | 0            | \$0            | Electrical                         | 0            | \$0          |
| Fire                                 | 0            | \$0            | Fire                               | 0            | \$0          |
| Mechanical                           | 0            | \$0            | Mechanical                         | 0            | \$0          |
| Elevator                             | 0            | \$0            | Elevator                           | 0            | \$0          |
| <b>Total:</b>                        |              | <b>\$0</b>     | <b>Total:</b>                      |              | <b>\$0</b>   |

| Record Count | Total Exempted | Violations Issued | Fines  | Paid   |
|--------------|----------------|-------------------|--------|--------|
| DCA Fees     | 0              | 0                 | \$0.00 | \$0.00 |

| Payments (Based on Payment Date) |                     |
|----------------------------------|---------------------|
| Permit (84)                      | \$106,301.00        |
| 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              |
| <b>Grand Total</b>               | <b>\$106,301.00</b> |



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

| 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   |              |           |

| PERIOD    | 2020 COLLECTED | YEAR TO DATE | COMMENTS                 | AMOUNT    |
|-----------|----------------|--------------|--------------------------|-----------|
| JANUARY   | 106,301.00     | 106,301.00   | Enclave and Sunrise fees | 98,243.00 |
| FEBRUARY  |                |              |                          |           |
| MARCH     |                |              |                          |           |
| APRIL     |                |              |                          |           |
| MAY       |                |              |                          |           |
| JUNE      |                |              |                          |           |
| JULY      |                |              |                          |           |
| AUGUST    |                |              |                          |           |
| SEPTEMBER |                |              |                          |           |
| OCTOBER   |                |              |                          |           |
| NOVEMBER  |                |              |                          |           |
| DECEMBER  |                |              |                          |           |

**BOROUGH OF MOUNTAIN LAKES**  
**DEPARTMENT OF PUBLIC WORKS**  
Department Activity  
January 2020

**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**

- Styrofoam taken to Foampak - 2 loads
- Blacktop recycled at Tilcon – 2 loads
- New lights installed in bus stations
- New pin installed at Midvale boat dock
- Snow event – January 17-18, January 20
- Library cleanout – January 24  
Christmas Tree pickup & Tree chipping
- Safety classes – Quickstart to Safety; Hoists, Cranes & Rigging
- Drain maintenance – Elm St, MLHS, Kenilworth
- Sign repairs - 5 parking signs, 1 stop sign
- Firehouse – repaired window
- Pothole repair - Morris Ave, Midvale, Melrose, Ronarm, Morris, Rockaway, Bellvale and Fanny Rd
- Sidewalk repairs - Midvale & Morris, N. Glen & Briarcliff, Lake Dr. & Boulevard and Cable repair on Pathway wall
- Fallen tree removal - two on Melrose, one on Hanover
  
- DPW Garage
  - Woodshop cleanup
  - Installed new wood rack
  - Installed washer/dryer
  - Painted garage
  
- Basketball Court
  - Court cleanup
  - Repaired & cleaned drainpipe
  - Repaired electrical box
  
- Birchwood Beach
  - Beach cleanup – Polar Plunge
  - Construction debris removed

- Island Beach
  - Excavation work
  - Building demolition
  - Heater exhaust repaired
  - Temporary service installed 1/20
  - Tree removal 1/24
  - No trespassing sign installed

**Water/Sewer Department:**

- Well 5 - Repaired and placed back into service
- Hydrant repair started – Rainbow Trail
- Coliform testing 1/22
- Water main repaired – Fanny Rd 1/27
- Well 2 - LMI Pump repair and New C12 injector installed
- Water shut-off
  - 98 Crestview (box repaired)
  - 106 Kenilworth

**Vacation/Sick Time:**

- 54 Vacation Hours = 153 Man Hours



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Bill Bender**  
**Fire Chief**  
[info@mlvfd.com](mailto:info@mlvfd.com)

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

TO: Borough Manager Mitchell Stern  
DATE: 2/12/20  
SUBJECT: January 2020 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of January 2020:

## FIRE CALLS (10)

| LOCATION           | DATE  | TIME     | DESCRIPTION                                                                                                           |
|--------------------|-------|----------|-----------------------------------------------------------------------------------------------------------------------|
| 14 S. Rockaway Dr. | 1/2   | 9:40 AM  | Assist Boonton Twp FD                                                                                                 |
| 44 Rock Lane       | 1/11  | 10:47 AM | Assist Boonton Twp FD                                                                                                 |
| 116 Laurel Hill Rd | 1/11  | 5:20 PM  | Fire Alarm- Steam from shower                                                                                         |
| Wilson School      | 1/15  | 9:30 AM  | Fire Alarm-Malfunction                                                                                                |
| 12 Howell Road     | 1/18  | 10:41 PM | CO Alarm- High Readings detected in the home. Source determined to be a furnace malfunction. NJNG responded to scene. |
| 12 Howell Rd       | 1//24 | 4:33 PM  | CO Alarm- High readings detected in the home. Source determined to be a furnace malfunction. NJNG responded.          |

## DRILLS/Training(4)

| LOCATION    | DATE | TIME    | DESCRIPTION                     |
|-------------|------|---------|---------------------------------|
| Firehouse   | 1/5  | 1:00 PM | JFD Drill                       |
| Firehouse   | 1/14 | 8:00 PM | Senior Drill                    |
| Firehouse   | 1/19 | 1:00 PM | JFD Drill                       |
| High School | 1/21 | 8:00 PM | Senior Drill- Search and rescue |

## MEETINGS (3)

| LOCATION     | DATE | TIME    | DESCRIPTION      |
|--------------|------|---------|------------------|
| Fire House   | 1/7  | 8:00 PM | Officers Meeting |
| Fire Academy | 1/15 | 8:00 PM | County Chiefs    |

|           |      |         |                    |
|-----------|------|---------|--------------------|
| Firehouse | 1/28 | 8:00 PM | Business Meeting   |
| Firehouse | 1/28 | 8:30 PM | Relief Association |

**Truck and Equipment Checks/Work Details (1)**

| <b>LOCATION</b> | <b>DATE</b> | <b>TIME</b> | <b>DESCRIPTION</b>             |
|-----------------|-------------|-------------|--------------------------------|
| Firehouse       | 1/28        | 8:00 PM     | Equipment checks on E1, E2, R1 |

**COMMUNITY EVENTS (0)**

**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



### **JANUARY 2020**

#### **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
- Attendance at various State & County meetings, reviewed LINCS information and notices
- Coronavirus – monitoring from CDC and the State Health Department

#### **Inspections**

- 1.13.2020 – Barka – Re-Inspection – Satisfactory

#### **Court Appearances**

- 1.23.2020 – Barka – Plead guilty

#### **Complaints**

- 1.2020 – Food distribution between the High School and Wildwood School - unfounded

#### **Health Education**

##### **Month's Health Topic**

- The monthly newsletter highlighted national cervical health awareness month and explained what cervical cancer is and highlighted the importance of testing, treatment and other risk factors. In recognition of radon awareness month the health department advertised a free home test kit giveaway. The newsletter and factsheet were posted on the borough's website.

##### **Community Engagement**

- Health Educator Sharon Guerrero attended Watsessing elementary school wellness committee on the 7<sup>th</sup> of January to finalize the H&S meeting screenings and represent the health department as a committee member
- January 15<sup>th</sup>, ADAPT the Essex County alcohol and drug prevention coalition during their annual "Thank You" dinner presented Health Educator, Sharon Guerrero with a Coalition Member of the Year award.



- January 22<sup>nd</sup>, Health Educator, Sharon Guerrero attend the Center of Excellence for Latino Health at Clara Ma: Medical Center quarterly community advisory board meeting as a member in representation of the health department.
- January 28<sup>th</sup>, Health Education staff and intern attended an Interfaith round table training hosted by ADAPT. T keynote speaker from clinical alcohol and drug counselor from the Partnership for Maternal Child Health spok of the health effects of fetal alcohol syndrome.

## Nursing

### CDC/NJDOH PUBLIC HEALTH ALERTS

#### **Update and Interim Guidance on Infection Prevention and Control for 2019 Novel Coronavirus (2019 nCoV)**

**Date:** January 30, 2020

**Public Health Message Type:**  Alert  Advisory  Update  Information Intended **Audience:**  All public health partners  Healthcare providers  Infection preventionists  Local health departments  Schools/child care centers  ACO  Animal health professionals

#### **Key Points or Updates:**

- (1) A novel coronavirus (2019-nCoV) has been identified as the causative agent in the recent respiratory illness outbreak occurri in Wuhan City, Hubei Province, China.
- (2) The most recent international case counts can be found here: <https://www.who.int/emergencies/diseases/novel-coronaviru-2019/situation-reports/>
- (3) The most recent United States case counts and situation summary can be found here: <https://www.cdc.gov/coronavirus/201-ncov/cases-in-us.html>
- (4) The risk to the general public in the U.S. remains low
- (5) Many persons who have symptoms or travel risk are seeking care in outpatient and acute care settings. (6) CDC has issued tl document, Interim Infection Prevention and Control Recommendations for Patients with Known or Patients Under Investigation for 2019 Novel Coronavirus (2019-nCoV) in a Healthcare Setting (Attachment A), in an effort to prevent the spread of infection during healthcare delivery. This guidance is not intended for non-healthcare settings (e.g., schools) OR to persons outside of healthcare settings.
- (7) This guidance is based on the currently limited information available about 2019-nCoV related to disease severity, transmissi efficiency, and shedding duration. This cautious approach will be refined and updated as more information becomes available a as response needs change in the United States. (8) The CDC has also provided two checklists: Hospital Preparedness Checklist (Attachment B) and Healthcare Providers Preparedness Checklist (Attachment C). These are available to aid healthcare facilities preparing to receive and evaluate potential cases or persons under investigation (PUIs) for 2019-nCoV.

#### **Action Items:**

- (1) Infection preventionists, hospital epidemiologists and healthcare providers should carefully review information contained in the Interim Infection Prevention and Control Recommendations for Patients with Known or Patients Under Investigation for 2019 Novel Coronavirus (2019-nCoV) in a Healthcare Setting regarding infection control and prevention measures to minimize possibl exposure to, and transmission of 2019-nCov.
- (2) Providers should continue to report individuals meeting the following criteria: Clinical Features & Epidemiologic Risk
  - Fever or signs/symptoms of lower respiratory illness (e.g. cough or shortness of breath) AND Any person, including health care workers, who has had close contact with a laboratory- confirmed 2019-nCoV patient within 14 days of symptom onset
  - Fever and signs/symptoms of a lower respiratory illness (e.g., cough or shortness of breath) AND A history of travel from Hubei Province, China within 14 days of symptom onset

-Fever and signs/symptoms of a lower respiratory illness (e.g., cough or shortness of breath)requiring hospitalization AND A history of travel from mainland China within 14 days of symptom onset

The criteria are intended to serve as guidance for evaluation. Patients should be evaluated and discussed with public health departments on a case-by-case basis if their clinical presentation or exposure history is equivocal (e.g., uncertain travel or exposure).

(3) Patients meeting the above criteria should be reported IMMEDIATELY to local departments of health, and strict infection control guidelines should be implemented to avoid potential transmission until the patient can be further evaluated and/or rule out for 2019-nCoV infection.

(4) Environmental infection control guidance includes the use of products with an EPA-approved emerging viral pathogen claim.  
a. These products can be identified by the following claim:

“[Product name] has demonstrated effectiveness against viruses similar to 2019-nCoV on hard non-porous surfaces. Therefore, this product can be used against 2019-nCoV when used in accordance with the directions for use against [name of supporting virus] on hard, non-porous surfaces.”

b. Additional guidance on identification of these products is available from the EPA in the Emerging Viral Pathogen Guidance (Attachment D)

**Contact Information:**

-Lisa McHugh, PhD, MPH, Program Coordinator, Infectious Disease Epidemiology, [lisa.mchugh@doh.nj.gov](mailto:lisa.mchugh@doh.nj.gov), or (609) 826-5964, c  
-Alicia Sloughfy, MPH, Epidemiologist, [Alicia.sloughfy@doh.nj.gov](mailto:Alicia.sloughfy@doh.nj.gov), 609-826-5964, or  
-Stephen Perez, RN, PhD, Epidemic Intelligence Service Officer, [Stephen.perez@doh.nj.gov](mailto:Stephen.perez@doh.nj.gov), 609-826-5964  
-The Communicable Disease Service at (609) 826-5964 during business hours

**References and Resources:**

- Interim Infection Prevention and Control Recommendations for Patients with Known or Patients Under Investigation for 2019 Novel Coronavirus (2019-nCoV) in a Healthcare Setting <https://www.cdc.gov/coronavirus/2019-nCoV/hcp/infection-control.htm>
- Hospital Preparedness Checklist <https://www.cdc.gov/coronavirus/2019-ncov/hcp/hcp-hospital-checklist.html>
- Healthcare Providers Preparedness Checklist <https://www.cdc.gov/coronavirus/2019-ncov/hcp/hcp-personnel-checklist.html>
- CDC Novel Coronavirus

<https://www.cdc.gov/coronavirus/2019-nCoV/summary.html>

- EPA guidance on Emerging Viral Pathogens

[https://www.epa.gov/sites/production/files/201609/documents/emerging\\_viral\\_pathogen\\_program\\_guidance\\_final\\_8\\_19\\_16\\_1\\_0.pdf](https://www.epa.gov/sites/production/files/201609/documents/emerging_viral_pathogen_program_guidance_final_8_19_16_1_0.pdf)

**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 through 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 January 25<sup>th</sup> 2020.

**Disease Prevention – Child Immunization Clinic - L. Gearhart, PHRN**

No patients this month for the Child Immunization Clinic.

**Childhood Lead Poisoning Prevention Program – T. Fucci, PHRN**

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

**TB Control Program – T. Fucci, PHRN**

No Mantoux tests were administered this month.

**Perinatal Hepatitis B Prevention Program, T. Fucci, PHRN**

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

**Immunization Audits**

Each year, starting in January, the PHNs conduct immunization audits in all the childcare centers and schools located within the community. During the audit, the PHNs examine each child’s vaccine record to ensure the student has all the mandated vaccine as required by the New Jersey Department of Health (NJDOH).

For January 2020, six (6) childcare centers were audited with 308 charts reviewed. A total of 22 vaccine deficiencies were found. Childcare centers will receive 30 days after initial audit to correct vaccine deficiencies at which time the PHNs will prepare findings of the immunization reports and submit to NJDOH. Five (5) immunization reports have been submitted to NJDOH.

**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*

**January 2020**

| <b>New Cases: 1</b>       | <b>Ongoing Cases: 0</b> |
|---------------------------|-------------------------|
| 1-Brucellosis- Not a case |                         |

Respectfully Submitted,

Mike Fitzpatrick  
Health Officer

**Time Used/Overtime by Month**

|               | <u>Sick Time Hours</u> |      |      |       |      |      |      | <u>Vacation/Comp Hours/Pers Day/Bereave</u> |        |        |        |       |       |      | <u>Court Overtime</u> |       |       |       |       |         | <u>Department Overtime</u> |           |           |           |           |           |           |         |
|---------------|------------------------|------|------|-------|------|------|------|---------------------------------------------|--------|--------|--------|-------|-------|------|-----------------------|-------|-------|-------|-------|---------|----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|---------|
|               | 2014                   | 2015 | 2016 | 2017  | 2018 | 2019 | 2020 | 2014                                        | 2015   | 2016   | 2017   | 2018  | 2019  | 2020 | 2014                  | 2015  | 2016  | 2017  | 2018  | 2019    | 2020                       | 2014      | 2015      | 2016      | 2017      | 2018      | 2019      | 2020    |
| <b>Jan</b>    | 104                    | 106  | 58   | 236   | 216  | 79   | 588  | 60                                          | 64     | 127.5  | 22     | 15    | 14    | 0    | \$0                   | \$0   | \$0   | \$0   | \$158 | \$0     | \$154                      | \$9,344   | \$2,989   | \$3,164   | \$2,998   | \$4,159   | \$4,348   | \$9,570 |
| <b>Feb</b>    | 80                     | 104  | 142  | 226   | 252  | 86   |      | 45                                          | 34     | 11     | 84     | 104   | 220   |      | \$221                 | \$0   | \$0   | \$0   | \$0   | \$210   |                            | \$10,162  | \$4,641   | \$7,750   | \$7,009   | \$4,927   | \$2,138   |         |
| <b>March</b>  | 128                    | 82   | 82   | 238   | 310  | 110  |      | 36                                          | 96     | 139    | 198    | 148.5 | 168   |      | \$180                 | \$0   | \$0   | \$151 | \$0   | \$0     |                            | \$7,262   | \$6,541   | \$7,689   | \$12,822  | \$29,829  | \$6,254   |         |
| <b>April</b>  | 36                     | 72   | 46   | 209.5 | 0    | 106  |      | 165                                         | 218    | 138    | 154    | 250   | 265.5 |      | \$360                 | \$271 | \$0   | \$0   | \$0   | \$422   |                            | \$1,563   | \$8,942   | \$4,657   | \$5,399   | \$12,146  | \$27,385  |         |
| <b>May</b>    | 94                     | 188  | 69   | 128   | 204  | 96   |      | 220                                         | 322    | 192    | 254    | 178   | 169   |      | \$0                   | \$0   | \$0   | \$0   | \$0   | \$993   |                            | \$10,958  | \$11,708  | \$16,276  | \$12,700  | \$24,263  | \$29,828  |         |
| <b>June</b>   | 104                    | 144  | 85   | 140   | 130  | 106  |      | 257                                         | 152    | 299    | 268    | 208   | 254   |      | \$0                   | \$0   | \$0   | \$0   | \$193 | \$0     |                            | \$9,640   | \$18,386  | \$6,362   | \$17,917  | \$21,572  | \$32,632  |         |
| <b>July</b>   | 68                     | 128  | 140  | 318   | 152  | 47   |      | 520                                         | 428    | 592    | 518    | 524   | 84.5  |      | \$0                   | \$0   | \$0   | \$0   | \$158 | \$0     |                            | \$11,237  | \$27,256  | \$31,836  | \$31,018  | \$24,005  | \$27,180  |         |
| <b>August</b> | 120                    | 114  | 182  | 272   | 94   | 246  |      | 674                                         | 585    | 528    | 606    | 682   | 748   |      | \$0                   | \$0   | \$0   | \$140 | \$193 | \$0     |                            | \$20,462  | \$30,377  | \$20,059  | \$21,042  | \$18,754  | \$34,709  |         |
| <b>Sept</b>   | 116                    | 71.5 | 92   | 276   | 94   | 180  |      | 131                                         | 228    | 364.5  | 294    | 375.5 | 222.5 |      | \$0                   | \$0   | \$354 | \$0   | \$0   | \$0     |                            | \$6,874   | \$13,746  | \$12,484  | \$21,047  | \$16,316  | \$22,108  |         |
| <b>Oct</b>    | 92                     | 82   | 94   | 332   | 106  | 154  |      | 146                                         | 302    | 414    | 125    | 208   | 216   |      | \$266                 | \$0   | \$0   | \$0   | \$0   | \$0     |                            | \$8,543   | \$16,914  | \$15,755  | \$12,876  | \$14,514  | \$15,865  |         |
| <b>Nov</b>    | 94                     | 96.5 | 188  | 346   | 148  | 426  |      | 256                                         | 145    | 164    | 274.5  | 235.5 | 176   |      | \$0                   | \$0   | \$0   | \$0   | \$246 | \$0     |                            | \$9,762   | \$8,770   | \$11,241  | \$18,359  | \$15,103  | \$17,554  |         |
| <b>Dec</b>    | 164                    | 121  | 392  | 392   | 254  | 600  |      | 175                                         | 157.5  | 217.5  | 171    | 346.5 | 144.5 |      | \$0                   | \$0   | \$0   | \$302 | \$0   | \$0     |                            | \$15,512  | \$5,481   | \$19,991  | \$18,360  | \$20,920  | \$21,126  |         |
| <b>Total</b>  | 1200                   | 1309 | 1570 | 3114  | 1960 | 2236 | 588  | 2685                                        | 2731.5 | 3186.5 | 2968.5 | 3275  | 2682  | 0    | \$1,028               | \$271 | \$354 | \$593 | \$947 | \$1,823 | \$154                      | \$121,318 | \$155,753 | \$157,266 | \$181,548 | \$206,506 | \$241,128 | \$9,570 |

**January**

|                       |
|-----------------------|
| <u>Total Overtime</u> |
| <u>Hours Paid</u>     |
| 114.5                 |

| <u>Total</u>         | <u>Total</u>                          | <u>% of Hrs Equating to</u> |
|----------------------|---------------------------------------|-----------------------------|
| <u>Vaca/Comp Hrs</u> | <u>Vaca/Comp/Personal/Bereave Hrs</u> | <u>OT</u>                   |
|                      | <u>Creating OT</u>                    |                             |
| 24                   | 0                                     | 0.00%                       |

| <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>                   |
| 588                    | 89                     | 15.14%                      |

- \* 4.5 hrs PBA State Meeting
- \* 6 Hours Prisoner Transports
- \* 15 Hours Firearms Qualifications
- \*\* Three Officers out injury/disability  
Detective and School Resource Officer removed from assignments and are now in patrol to cover minimum staffing

# **BOROUGH OF MOUNTAIN LAKES**

## **Recreation Department**

### **Department Activity January 2020**

The Recreation Commission did not meet in January

The Recreation Director:

- Started discussions with all Summer Camp Directors to begin planning Summer 2020 camps.
- Hosted Lakers 55 – Healthy Aging Inside and Out. We had an additional guest speaker from the Lakeland Hills YMCA speak about a new diabetes program.
- Continued to update Mountain Lakes website with details of recreation events.
- Reviewed Birchwood Lake Beach Construction and recommended swing set to be installed.
- Met with US Sports Institute to discuss possibly hosting camps at Taft field both in spring and in summer.
- Presented Budget and 2019 Year in Review at Town Council.
- Continued to assist winter sports with facility requests and support as needed.
- Confirmed transportation and logistics for Ski clubs on a weekly basis, two have been rescheduled due to weather.
- Met with Borough Risk Manager to review all programs and understand which entities are Quasi Entities that are already approved.
- Booked Art at the Esplanade and took in as Town Program.
- Assisted Swim Team with Polar Plunge event held at Birchwood Lake. The team liked the new location and will request to be at Birchwood in future years.
- Met with Bench Committee to move forward with Commemorative Benches in Borough.
- Trying to secure outside vendor for Lifeguard training in June.
- Continued to assist with inside FH clinic at Craig School.
- Secured Briarcliff Volleyball Clinic and tournament dates.



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Joe Mullaney**  
**Code Enforcement Officer**  
[jmullaney@mtnlakes.org](mailto: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: 2/12/20  
SUBJECT: Monthly Report January 2020

The following lists code enforcement/property maintenance issues for the month of December 2020:

1/8: Notify contractor regarding sign violation at a Blvd residence  
1/17: Several signs removed from ROW around town

## **SMOKE AND CO DETECTOR INSPECTIONS:**

| Date: | Location        | Pass/Fail |
|-------|-----------------|-----------|
| 1/5   | 5 Rainbow Trail | Pass      |
| 1/5   | 11 Howell RD    | Pass      |
| 1/9   | 7 Powerville Rd | Pass      |
| 1/14  | 100 Blvd        | Pass      |
| 1/16  | 9 Condit Rd     | Pass      |
| 1/24  | 4 Vale Drive    | Pass      |
| 1/24  | 2 Crescent Dr   | Pass      |
| 1/28  | 4 Bridle Ct     | 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.



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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

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

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

The following represents the Manager's report for the Borough Council meeting of February 24, 2020.

**2020 Municipal Budget** - I am pleased to be presenting the Borough's annual budget during our Borough Council meeting. The proposed budget calls for an operating budget of \$9,997,374.73, reflecting a tax increase of 2.44% over 2019.

**JCP&L Annual Tree Trimming** - Beginning on or about March 2, 2020, NGG Gilbert, JCP&L's tree pruning and removal contractor will conduct their annual trimming operation in areas throughout the Borough. Tree trimming is performed on a four-year cycle or when special conditions warrant.

Please reach out with questions or concerns.

**Mitchell**





**BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

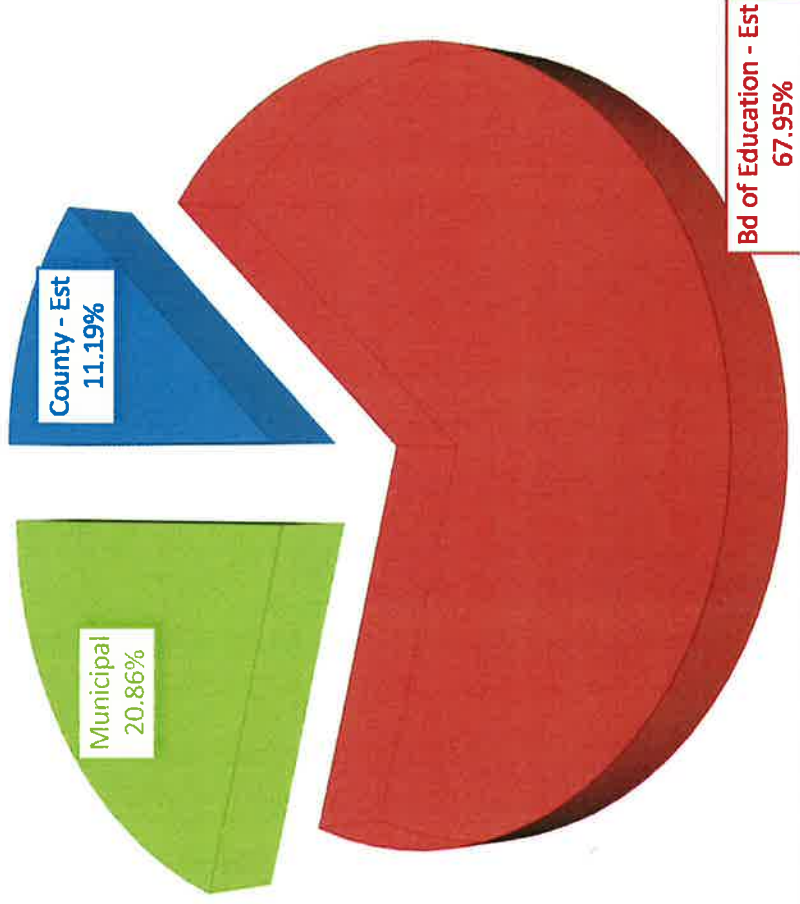
# 2020 Budget Presentation

February 24, 2020



# The 2020 Municipal Budget represents approximately 20.86% of overall property taxes

PROPERTY TAX DISTRIBUTION  
2020 ESTIMATES





# The 2020 Municipal Budget funds the operations and capital needs of the Borough

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



# 2020 Budget Process

- **November - December 2019:** Review of prior year's budget data and budget request submissions by department heads
- **December 2019:** Borough Manager review of departmental budget requests and discussion with department heads
- **December 2019 - February 2020:** Finance Advisory Committee meetings related to the budget
- **January - February 2020 (1/15/20, 1/22/20 and 2/19/20):** Borough Council Budget Working Sessions
- **February 2020 (2/24/20):** Budget Introduction
- **March 2020 (projected 3/23/20):** Budget Adoption



## 2020 Proposed Budget

- The 2020 Operating Budget is balanced at \$9,997,374.73
- The budget will increase by \$426,404 (+4.46%) over 2019
- The tax rate will increase from \$.55787 to \$.57147 (+2.44%) over 2019
- The “average” \$800,000 assessed home will see an increase of \$108.73 per year (\$9.06 per month)



## 2020 Proposed Budget

- The proposed budget utilizes \$1,354,338 of the Surplus (Fund Balance) to reduce the effective tax rate increase
- The proposed budget leaves \$647,807.10 in Fund Balance. In comparison, the 2019 budget left \$627,861.59 in Fund Balance.
- Utilizing the above Surplus, the net tax increase is calculated at 2.44% on the average home valued at \$800,000



# Significant Appropriations Increases in 2020

| Item                     | \$ Increase | % Increase |
|--------------------------|-------------|------------|
| Capital Improvement Fund | \$176,802   | 119.30%    |
| Public Library           | \$23,723    | 8.65%      |
| Affordable Housing Admin | \$26,600    | 42.90%     |
| Reserve for Tax Appeals  | \$57,000    | 57.00%     |
| Note Principal           | \$89,485    | *          |
|                          |             |            |
|                          |             |            |

\* - Line item was zero in 2019 budget



## **Average monthly tax per property**

**2020 Annual Budget: \$9,997,374.67**

**Taxable Properties (approximate): 1530**

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

**Average Borough tax per property: \$4,571.72**

**Average monthly tax per property: \$380.98**





**\$380.98**  
**per**  
**month**  
**provides:**

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



## 2020 Capital Improvement Plan

- The 2020 capital improvement program totals \$5,560,226.
- Of this amount, \$4,577,474 is for the rehabilitation of Borough Hall.
- Of the remaining \$982,752, the Borough has received a grant from the NJ DOT in the amount of \$208,000 to offset the cost of one of our road resurfacing projects.
- Taking the grants into consideration, the net cost for capital improvements (outside of the Borough Hall rehabilitation) is reduced to \$774,752.

# 2020 Capital Budget Highlights



**Public Safety: \$251,550**

## Police Department

- ✓ Retrofitting of Police Car

## Fire Department

- ✓ Command Vehicle
- ✓ Air Packs Replacement

**Public Works: \$686,070**

- ✓ Storm Water Management
- ✓ Paving and Roadwork
- ✓ Non-Emergency Vehicles
- ✓ Fire Hydrant Replacement

**Borough Hall: \$4,577,474**

- ✓ Borough Hall Renovation & Expansion



## **Sewer Utility Budget Highlights**

- The Sewer Budget is balanced at \$898,566
- The Sewer Budget will decrease by \$1,612 (-0.18%) over 2019



## Water Utility Budget Highlights

- The 2020 Water Budget is balanced at \$868,650
- The Water Budget will increase by \$4,159 (+0.48%)  
over 2019



**Thank you**