



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES  
HELD AS A REMOTE MEETING ON ZOOM**

**JUNE 8, 2020**

**EXECUTIVE CLOSED SESSION – BEGINS AT 6:30PM**

**PUBLIC SESSION – BEGINS AT 7:30 PM**

**To Participate** via computer please use the following link: <https://zoom.us/j/208487754> or  
call iPhone one-tap : US: +13126266799,, 208487754# or +19292056099,,208487754#  
Or Telephone: Dial (for higher quality, dial a number based on your current location):  
US: +1 312 626 6799 or +1 929 205 6099 or +1 346 248 7799 or +1 669 900 6833 or

**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**

R117-20 Resolution to Enter an Executive Session – Contract Negotiations

**5) COMMUNITY ANNOUNCEMENTS**

**6) SPECIAL PRESENTATIONS**

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

a. Public Safety / Borough Hall Infrastructure Advisory Committee Update Presentation

**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. Single Use Plastic Ban Proposed Ordinance

**10) ATTORNEY'S REPORT**

**11) MANAGER'S REPORT**

**12) ORDINANCES TO INTRODUCE**

- a. Ordinance 6-20, Amending Chapter 111 of the Revised General Ordinances of the Borough of Mountain Lakes and Revising the Fee Schedule
- b. Ordinance 8-20, Bond Ordinance Providing for the Improvement of the Municipal Building in and by the Borough of Mountain Lakes, in the County of Morris, New Jersey, Appropriating \$4,463,000 Therefor and Authorizing the Issuance of \$4,250,000 Bonds or Notes of the Borough for Financing Such Appropriation

**13) ORDINANCES TO ADOPT**

- a. Ordinance 7-20, Appropriating the Sum of \$6000 Currently Located within General Capital Fund Balance

**PUBLIC COMMENT/HEARING**

**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.

**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. R111-20, Authorizing the Payment of Bills
- b. R112-20, Authorizing the Settlement of Tax Appeal (Mountain Lakes Properties, Inc. v. Borough of Mountain Lakes-Block 4, Lot 23)
- c. R113-20, Approving the Corrective Action Plan for the Borough of Mountain Lakes
- d. R114-20, Authorizing a Professional Services Agreement for Lakes Management between the Borough of Mountain Lakes and Solitude Lake Management
- e. R115-20, Authorizing Approval to Submit Grant Application and Execute Grant Contract with the New Jersey Department of Transportation for the North Glen Road Resurfacing Project
- f. R116-20, Authorizing Approval to Submit Grant Application and Execute Grant Contract with the New Jersey Department of Transportation for the Intervale Road Resurfacing Project

**\*APPROVAL OF MINUTES**

5/27/20 (Regular)

5/27/20 (Executive)

**\*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**

**Resolution 117-20**  
**RESOLUTION TO ENTER INTO AN EXECUTIVE SESSION**

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

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

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

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

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

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

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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 June 8, 2020.

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

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

**Subject: Single-Use Plastic Bag Ban Ordinance Proposal for BC Meeting agenda**

Dear Mountain Lakes Borough Council members,

One by one, a growing number of cities and towns around New Jersey are moving to ban the use of plastic shopping bags. The start of the new year marked new plastic bag bans becoming effective in towns across the Garden State, from Bayonne and Garfield to Asbury Park and South Orange. That means that at least 34 municipalities and two counties currently have plastic bag regulations in effect. At least another 11 municipalities have passed rules which are now waiting to go into effect. Finally, at least 16 municipalities are actively developing plastic bag regulations. All of this comes as lawmakers in Trenton consider a statewide ban not just on single-use plastic bags, but also on paper bags, plastic straws and polystyrene food containers. **Let's add Mountain Lakes to this list.**

There's no reason why single-use plastic bags need to be a part of our daily lives, especially because there are other reusable alternatives. Every year, Americans throw away more than 100 billion single-use plastic bags. While plastic bags are recyclable in theory, they are not in practice. Recycling rates for plastic bags average around 7 percent. In fact, plastic bags also contaminate curbside recycling.

Plastic bags are created from nonrenewable resources and take hundreds of years to decompose. They litter our streets and parks, forcing local governments to spend money cleaning them up. The remaining majority of the bags that don't make it into the recycling bin contribute to dangerous landfill and incinerator emissions, or end up as litter in our parks, on our streets, or in our rivers and oceans.

Here are just a few ways plastic bags hurt our wallets and our environment:

- Plastic bags inevitably end up in landfills, where they are either buried or burned in incinerators. Cities, towns, and businesses pay about \$80 a ton for them to go there.
- Plastic bags harm our oceans and the creatures living in them. Fish and other marine animals will eat plastic bags thinking they're food. A recent study found that a quarter of all fish sold in supermarkets contains some plastic debris. On the smaller scale, as plastic breaks down into tiny particles, referred to as "micro-plastics," which displace plankton, the main food sources for large marine mammals like whales.
- Plastic bags aren't free. Retailers pay for the bags, and they pass that cost on to consumers. The plastic bag industry collects \$4 billion per year in profits from U.S.-retailers.

**Please support the efforts of the Mountain Lakes Environmental Commission and Green Team and support the attached proposed ordinance to ban the use of single-use plastic bags in Mountain Lakes.**

Respectfully,

Mimi Kaplan Chair, MLEC  
Vicki Heard Chair, ML Green Team

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

**ORDINANCE \_\_\_\_\_**

**“AN ORDINANCE OF THE BOROUGH OF MOUNTAIN LAKES MORRIS COUNTY, NEW JERSEY CREATING CHAPTER \_\_\_\_\_, SINGLE USE BAG BAN AT RETAIL ESTABLISHMENTS, OF THE CODE OF MOUNTAIN LAKES”**

**WHEREAS**, the Borough finds that 1 trillion plastic bags are used worldwide and less than 5% of that plastic is recycled; and

**WHEREAS**, the Borough finds that the United States alone uses over 380 billion plastic bags and wraps yearly, and that over 4 billion single use bags are used by New Jersey residents annually; and

**WHEREAS**, the Borough finds that up to 80% of ocean plastic pollution enters from land, injuring or killing 267 species and 100,000 marine animals worldwide annually; and

**WHEREAS**, the Borough finds that numerous studies by government and environmental groups have found that use of single-use plastic carryout bags poses serious public health and environmental risks, causing damage to and contamination of public waterways and ecosystems that pollute drinking water, threaten wildlife, block storm drains and negatively impact the ecosystem and food chain as a whole; and

**WHEREAS**, the Borough finds that single-use plastic waste degrades neighborhoods and constitutes litter in parks and sewer systems and the Passaic, Whippany and Rockaway Rivers and their tributaries; and

**WHEREAS**, the Borough finds that single-use plastic bags are now regulated in sixty countries, four major cities in the United States, as well as hundreds of towns throughout the United States and twenty-five in New Jersey as of this date; and

**WHEREAS**, the Borough finds that it is time for the Borough of Mountain Lakes to make a stand and do its part to protect our oceans and other waterways and natural resources from the problems associated with non-degradable plastic bag pollution; and

**WHEREAS**, the Borough finds that it is in the best interest to regulate the use of single-use plastic bags and paper bags by retail establishments and promote the use of reusable bags within the Borough;

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

**SECTION 1.** Chapter\_\_\_\_, SINGLE USE BAGS AT RETAIL ESTABLISHMENTS, is hereby created and added in its entirety to the Code of Borough of Mountain Lakes as follows:

§\_\_-1 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

## **COMPLIANT BAGS**

Recyclable paper carry-out bags and reusable bags as follows:

- A. A recyclable paper carry-out bag is a paper bag that meets all of the following minimum requirements:
  - 1. It is one hundred percent (100%) recyclable overall and contains a minimum of forty percent (40%) post-consumer recycled material and can be composted.
  - 2. It displays the words "recyclable" and/or "reusable" in a highly visible manner on the outside of the bag.
  
- B. A reusable bag means a bag with handles made of cloth or other washable fabric or is otherwise durable that is specifically designed and manufactured for multiple use and meets the following additional requirements:
  - 1. It is machine washable or is made from a material that can be cleaned or disinfected; or
  - 2. It is a durable bag that is specifically designed and manufactured for multiple use.

## **CUSTOMER**

Any person purchasing goods or services from a retail establishment.

## **OPERATOR**

Any person in control of, or having the responsibility for, the operation of a retail establishment, which may include, but is not limited to, the owner of the retail establishment.

## **PERSON**

Any natural person, firm, corporation, partnership, or other organization or group however organized.

## **POST-CONSUMER RECYCLED MATERIAL**

A bag constructed of a material that would otherwise be destined for solid waste disposal, having completed its intended end use and product life cycle. "Post-consumer recycled material" does not include materials and by-products generated from, and commonly reused within, an original manufacturing and fabrication process.

## **PRODUCE BAG OR PRODUCT BAG**

A very thin bag without handles used exclusively to carry produce, meats, or other food items to the point of sale inside a retail establishment or, for reasons of public health and safety, to prevent such food items from coming into direct contact with other purchased items.

## **RECYCLABLE**

Material that can be sorted, cleansed and reconstituted using available recycling collection programs for the purpose of reusing the altered, incinerated, converted or otherwise thermally destroyed solid waste generated therefrom. The material must be recycled in a manner that is environmentally effective, economically feasible and safe for employees as deemed feasible by the Borough of Mountain Lakes.

#### **RETAIL ESTABLISHMENT**

Any store or commercial establishment that sells perishable or nonperishable goods, including, but not limited to, clothing, food and personal items, directly to the customer and is located within or doing business within the geographical limits of the Borough of Mountain Lakes. Retail establishments include: business establishments that generate sales or use-tax; drug stores; pharmacies; supermarkets; grocery stores; convenience food stores; food marts; or other commercial establishments (i.e. restaurants and take-out food establishments or any other business that prepares and sells prepared food to be eaten on or off its premises). This definition also includes commercial establishments that sell clothing, hardware, or any other non-perishable goods. It does not include nonprofit charitable reusers as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, or a distinct operating unit or a division of the charitable organization that reuses and recycles donated goods or materials and receives more than 50% of its revenue from the handling and sale of those donated goods and materials.

#### **SINGLE-USE PLASTIC CARRY-OUT BAG**

Any bag made predominantly of plastic derived from either petroleum or a biologically based source, such as corn or other plant sources, that is provided by an operator of a retail establishment to a customer at the point of sale. The term includes compostable and biodegradable bags but does not include reusable bags, produce bags, or product bags. This definition specifically exempts the following from the category of "single use plastic carry-out bags":

- A. Bags provided by operators and used by consumers inside retail establishments to:
  1. Package bulk items, such as fruit, vegetables, nuts, grains, candies or small hardware items;
  2. Contain or wrap frozen foods, meat or fish, whether packaged or not;
  3. Contain or wrap flowers, potted plants, or other items where dampness may be an issue; or
  4. Contain unwrapped prepared foods or bakery goods; or
  5. Pharmacy prescription bags.
- B. Newspaper bags, door-hanger bags, laundry and/or dry cleaning bags, or bags sold in packages containing multiple bags intended for use as food storage bags, garbage bags, yard waste bags or pet waste bags.

**§ \_\_-2. Single-use plastic carry-out bags prohibited.**

No retail establishment within the Borough of Mountain Lakes shall provide any single-use plastic carryout bags, as defined in §\_\_-1, above, to any customer or person at the checkout point or cash register, point of sale or other point of departure or point of distribution for the purpose of transporting products or goods out of the business or store. The point of sale in such transactions is deemed to be at the retail establishment, regardless of where payment for the transaction physically occurs.

**§ \_\_-3. Availability and Use of Compliant Bags to Customers.**

- A. All Retail Establishments shall make available to customers, for a fee, compliant bags, as defined in §\_\_-1, above, for the purpose of carrying goods or other materials away from the point of sale, subject to the provisions of this Chapter. The fee charged shall be reflected in the sales receipt.
- B. No provision in this Chapter prohibits customers from using bags of any type that they choose to bring to a retail establishment themselves, in lieu of using bags available for a fee from the retail establishment, or from carrying away goods that are not placed in a bag.

**§ \_\_-4. Fees for provision of compliant bags.**

- A. All retail establishments shall make recyclable paper carry-out bags available to customers upon request for a fee of at least \$0.10 but not more than \$0.25 per bag if customers choose not to bring their own reusable bag.
- B. A retail establishment may provide customers with a reusable bag, as defined herein, for a fee of at least \$0.10.
- C. All monies collected by retail establishments for the fees established herein shall be retained by the retail establishment.

**§ \_\_-5. Use of reusable bags encouraged.**

All retail establishments must provide customers with compliant bags, upon request, if a customer fails to bring his or her own bags, in accordance with the fee structure set forth in §181-4, above. A retail establishment may choose, in its discretion, to provide a credit to customers who choose to bring their own bags.

**§ \_\_-6. Exempt customers.**

A All retail establishments must provide at the point of sale, free of charge, compliant bags, to any customer who participates in, or is a beneficiary of, any United States government (Federal) welfare program, or any local or Morris County welfare assistance program, or any New Jersey State welfare program, including but not limited to the New Jersey Supplemental Nutrition Assistance Program (SNAP) or the New Jersey State Supplemental Security Income Program (SSI) and Women, Infants and Children(WIC). Such customers must provide documentation proving that they participate in, or are beneficiaries of such programs.



B Any person who receives food, household items and/or personal care items from a food pantry or food distribution program shall be provided paper or reusable bags without charge.

**§ \_\_-7. Outreach and education.**

- A. The Borough of Mountain Lakes shall assist operators of retail establishments by referring them to appropriate municipal websites with information and to retail associations, unions or other organizations that have educational materials concerning the benefits of reusable bags rather than recyclable paper carry-out bags.
- B. All retail establishments shall be strongly encouraged to educate its staff in ways to promote the use of reusable bags and to post signs encouraging customers to use reusable bags rather than recyclable paper carry-out bags.
- C. All retail establishments shall be strongly encouraged to educate the public on plastic bag and plastic film recycling.

**§ \_\_-8. Enforcement.**

The Director of Public Works or his or her designee, which may include the Office of Health in the Department of Human Services, has the responsibility of enforcement of this ordinance and may promulgate reasonable rules and regulations in order to enforce its provisions, including but not limited to investigating violations and issuing fines.

**§ \_\_-9. Violations and penalties.**

- A. Any retail establishment that violates or fails to comply with this ordinance or the rules and regulations promulgated therefrom, after an initial written warning notice has been issued, shall be liable for a violation of this ordinance.
- B. If a retail establishment commits subsequent violation(s) after the issuance of an initial written warning notice, the following penalties shall be imposed and shall be payable by the operator of the retail establishment upon conviction thereof:
  - 1. A fine not exceeding \$100 for the first violation after the written warning notice is given;
  - 2. A fine not exceeding \$200 for the second violation after the written warning notice is given; and
  - 3. A fine not exceeding \$500 for the third and any subsequent violations after the written warning notice is given.
- C. A separate offense shall be deemed committed on each day during or on which a violation occurs.



## RESOLUTION AND ORDINANCE REVIEW FOR THE JUNE 8, 2020 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

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### ***RESOLUTIONS***

**R112-20, Authorizing the Settlement of a Tax Appeal (Mountain Lakes Properties, Inc. v. Borough of Mountain Lakes – Block 4, Lot 23)** - this resolution authorizes a settlement of a tax appeal for Block 4, Lot 23, 68 Bloomfield Avenue, for the years 2017 through 2019 with a refund in the amount of \$10,877.24. The settlement was negotiated and recommended by the Borough Tax Assessor and the Borough Attorney.

**R113-20, Approving the Corrective Action Plan for the Borough of Mountain Lakes** – this resolution approves the Corrective Action Plan of the 2019 Audit as required by the State of New Jersey.

**R114-20, Authorizing a Professional Services Agreement for Lakes Management Between the Borough of Mountain Lakes and Solitude Lake Management** - this resolution authorizes a contract with Solitude Lake Management to provide lakes management and water quality management services for 2020. The fee shall not exceed \$64,485.00. It has been reviewed and approved by the Borough Manager and the Municipal Attorney. The resolution was pulled from earlier agendas due to incomplete paperwork from the vendor.

**R115-20, Authorizing Approval to Submit Grant Application and Execute Grant Contract with the New Jersey Department of Transportation for the North Glen Road Resurfacing Project** - this resolution formally approves the grant application for the North Glen Road resurfacing project and authorizes the Borough Engineer to submit an electronic grant application to the NJDOT on behalf of the Borough. The resolution is a requirement of the grant application process.

**R116-20, Authorizing Approval to Submit Grant Application and Execute Grant Contract with the New Jersey Department of Transportation for the Intervale Road Resurfacing Project** - this resolution formally approves the grant application for the Intervale Road resurfacing project and authorizes the Borough Engineer to submit an electronic grant application to the NJDOT on behalf of the Borough. The resolution is a requirement of the grant application process.

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### ***ORDINANCES TO INTRODUCE***

**Ordinance 6-20, Amending Chapter 111 of the Revised General Ordinances of the Borough of Mountain Lakes and Revising the Fee Schedule** – this ordinance authorizes fee adjustments for Construction, Planning Board, Zoning Board and Tax Collector.

**Ordinance 8-20, Bond Ordinance Providing for the Improvement of the Municipal Building in and by the Borough of Mountain Lakes, in the County of Morris, New Jersey, Appropriating \$4,463,000 Therefor and Authorizing the Issuance of \$4,250,000 Bonds or Notes of the Borough for Financing Such Appropriation** – this bond ordinance appropriates \$4,463,000 for the improvement of the Municipal Building and authorizes the issuance of a maximum of \$4,250,000 in bonds, and provides for application of a \$213,000 down payment understood to be presently available.

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***ORDINANCES TO ADOPT***

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**Ordinance 7-20, Appropriating the Sum of \$6000 Currently Located within General Capital Fund Balance** – this ordinance is a fully funded general capital ordinance appropriating a portion of the general capital fund balance for capital improvements of curbs and sidewalks. The purpose of this self-funded ordinance is to provide the balance of funding for the Midvale Road sidewalk improvement project as previously discussed.

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

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

**ORDINANCE 06-20**

**ORDINANCE AMENDING CHAPTER 111 OF THE REVISED GENERAL ORDINANCES OF THE  
BOROUGH OF MOUNTAIN LAKES AND REVISING THE FEE SCHEDULE**

**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 111 of the Revised General Ordinances of the Borough of Mountain Lakes, entitled "Fee Schedule", shall be amended as follows:

**B. Construction Code**

Type of Service	Fees 2019	Fees 2020
Building Subcode		
Minimum fee	\$75.00	\$80.00
New construction, including additions, per cubic foot of volume	\$0.070	\$0.075
Renovations, alterations and repairs		
Up to first \$50,000 in cost, per \$1,000	\$20.00	\$24.00
Additionally from \$50,001 to and including \$100,000 in cost, per \$1,000	\$12.00	\$20.00
Additionally over \$100,000 in cost, per \$1,000	\$12.00	\$16.00
For the purpose of determining estimated cost, the applicant shall submit such cost data as may be available produced by the architect or engineer of record, or by a recognized estimating firm, or by the contractor. A bona fide contractor's bid, if available, shall be submitted. The Construction Official shall make the final decision regarding estimated cost.		
Fees for combination renovations and additions shall be computed as the sum of the fees computed separately.		
Building or structural demolition		
R5 Use Group, complete	\$500.00	\$500.00
All other use groups, complete	\$1000.00	\$1000.00
R5 Use Group, interior nonstructural	*	\$80.00
All other use groups, nonstructural	*	\$150.00
Garage or accessory building demolition		
R5 Use Group	*	\$80.00
All other use groups	*	\$150.00
Moving a building, per \$1,000 of estimated cost of work	*	\$24.00
Asbestos abatement	\$70.00	\$100.00
Administrative certificate of occupancy	\$14.00	\$25.00
Lead hazard abatement	\$140.00	\$150.00
Administrative certificate of clearance	\$28.00	\$25.00
Flat fees for the following (not subject to minimum fee):		
Swimming pools	\$200.00	\$150.00
Temporary structures		
Sheds, each	*	\$25.00
House and construction trailers, each	*	\$250.00
Tents, each	*	\$120.00
Retaining wall with surface area greater than 550 square feet that is associated with a Class 3 residential	*	\$200.00
Type of Service	Fees 2019	Fees 2020
structure		

Retaining wall with a surface area of 550 square feet or less that is associated with a Class 3 residential structure	*	\$100.00
Retaining wall, newly constructed, at other than a Class 3 residential structure shall be based on the cost of construction.		
Signs, per square foot	\$2.00	\$3.00
Double faced signs shall be based on the area of one face of the sign		
Certificate of occupancy		
New construction, R5 Use Group	\$200.00	\$200.00
All other Use Groups	\$250.00	\$250.00
Additions, R5 Use Group	\$50.00	\$75.00
All other Use Groups	*	\$150.00
Change of use group	*	\$160.00
Certificate of continued occupancy		Minimum of all subcode fees plus Certificate of Occupancy fee
Temporary certificate of occupancy		
Initial issuance	*	No fee
Subsequent renewals, each	*	\$75.00
Certificate of approval		No fee
Plan review, nonrefundable		20% of construction permit fee
Permit surcharge fees		
Permit surcharge [state-mandated, N.J.A.C. 5:23-4.19(b)], per cubic foot of volume (new work and additions only)	*	\$0.00371
Alterations, per \$1 of cost	*	\$0.0019
Variation application as per N.J.A.C. 5:23-2.10		
Class I structure	\$100.00	\$700.00
Class I structure, resubmission	\$100.00	\$250.00
Class II and III structures	\$65.00	\$150.00
Class II and III structures, resubmission	*	\$75.00
Reinstatement of lapsed permit		Minimum of each subcode section not completed 20% of construction permit fee
Change of contractor	*	\$25.00
Closure of outstanding open permit, each	*	\$50.00
Electrical Subcode		
Minimum fee	*	\$80.00
Electrical devices (i.e., lighting outlets, convenience receptacles, wall switches, smoke and heat detectors, fluorescent fixtures, fractional horsepower motors, emergency lights, exit lights, communication points, fire alarm devices, fire alarm control panel)		
1 to 20 devices	\$75.00	\$80.00
Type of Service	Fees 2019	Fees 2020
Each additional 20 devices	\$12.00	\$20.00
Motors (all except those in plug-in appliances) 1 to 10 horsepower	\$20.00	\$20.00

11 to 50 horsepower	\$50.00	\$75.00
51 to 100 horsepower	\$92.00	\$100.00
Over 100 horsepower	\$457.00	\$450.00
Appliance equipment		
1 to 10 kilowatts	\$20.00	\$20.00
11 to 45 kilowatts	\$50.00	\$75.00
46 to 112.5 kilowatts	\$92.00	\$100.00
Over 112.5 kilowatts	\$457.00	\$450.00
Transformers, generators		
1 to 10 kilowatts	\$20.00	\$50.00
11 to 45 kilowatts	\$50.00	\$100.00
46 to 112.5 kilowatts	\$92.00	\$200.00
Over 112.5 kilowatts	\$457.00	\$450.00
Service entrance, panel, subpanel or disconnect		
Up to 100 amperes	\$50.00	\$75.00
101 to 200 amperes	\$50.00	\$150.00
201 to 1,000 amperes	\$92.00	\$250.00
Over 1,000 amperes	\$457.00	\$450.00
Air-conditioning units (includes disconnect, compressor/condenser, air handler), each	*	\$75.00
Replacement of any system part	*	\$25.00
Burglar alarm system	*	\$50.00
Replacement of any system part	*	\$25.00
Swimming pools (includes receptacle, switch, trench, bonding)	*	\$150.00
Equipotential bonding grid	*	\$50.00
Hydromassage tub	*	\$30.00
Hot tub, spa	*	\$75.00
Certificate of compliance, annual inspection for public swimming pools, spas, hot tubs	\$75.00	\$150.00
Photovoltaic systems		
1 to 50 kilowatts	*	\$80.00
51 to 100 kilowatts	*	\$125.00
Greater than 100 kilowatts	*	\$450.00
Fire Subcode fees		
Minimum fee	\$75.00	\$80.00
Sprinkler systems, each		
Pipe schedule	*	\$100.00
Hydraulically calculated	*	\$100.00
R5 Use Group, 20 or fewer heads	*	\$75.00
Sprinkler system heads, all use groups		
1 to 20 heads	\$65.00	\$80.00
21 to 100 heads	\$120.00	\$150.00
101 to 200 heads	\$229.00	\$300.00
201 to 400 heads	\$594.00	\$750.00
401 to 1,000 heads	\$900.00	\$1,150.00
Over 1,000 heads	*	\$1,450.00
Sprinkler system supervisory devices (i.e., tamper	*	\$20.00
Type of Service	Fees	Fees
	2019	2020
switches low/high air), each		
Standpipes, each	\$229.00	\$300.00
Fire alarm systems		
Control panel, R5 Use Group, each	*	\$50.00
Control panel, non-R5 Use Group, each	*	\$100.00

Fire alarm systems alarm devices (i.e., smoke detector heads, heat detector heads, pull stations, waterflow alarms)		
1 to 20 devices	\$35.00(1-10)	\$80.00
21 to 100 devices	*	\$150.00
101 to 200 devices	*	\$300.00
201 to 400 devices	*	\$750.00
401 to 1,000 devices	*	\$1,150.00
Over 1,000 devices	*	\$1,450.00
Fire alarm system security devices (i.e., door locks, electromagnetic releases), each		\$20.00
Fire alarm system signaling devices (i.e., horns, strobes, bells), each	*	\$10.00
Independent pre-engineered system, each		
Wet chemical system	\$92.00	\$100.00
All other systems	*	\$200.00
Gas- or oil-fired appliances, each		
R5 Use Group	\$46.00	\$50.00
All other use groups	*	\$75.00
Metal chimney liner installation, each	*	\$75.00
Exhaust systems, each		
Commercial kitchen	\$50.00	\$100.00
Smoke control system	*	\$200.00
Incinerators, each	\$65.00	\$460.00
Crematorium, each	\$365.00	\$460.00
Fuel storage tanks		
R5 Use Group, install, remove or abandon, each	\$75.00	\$80.00
All other use groups, install remove or abandon, each		
Up to 275 gallons	*	\$100.00
276 gallons to 1,000 gallons	\$100.00	\$200.00
Each additional 500 gallons	*	\$50.00
Firepump, each	*	\$100.00
Plumbing Subcode		
Minimum fee	\$75.00	\$80.00
Fixtures (i.e., lavatories, kitchen sinks, basins, urinals, water closets, bathtubs, shower stalls, sill cocks, laundry tubs, floor drains, drinking fountains, dishwashers, garbage disposals, clothes washers and similar devices), each	\$15.00	\$25.00
Stacks, each	*	\$65.00
Special devices (i.e., grease traps, oil separators, refrigeration units, utility service connections, backflow preventers, gas service interceptors and fuel oil piping), each		
R5 Use Group	\$15.00	\$50.00
All other use groups	*	\$75.00
Utilization equipment (i.e., steam boilers, hot-water		
Type of Service	Fees	Fees
	2019	2020
boilers, warm-air furnaces), each		
R5 Use Group	*	\$80.00
All other use groups	*	\$100.00
Extension of existing heating systems	*	\$75.00
Air-conditioning units		
R5 Use Group	*	\$50.00
All other use groups	*	\$75.00
Water heaters, each		
R5 Use Group	*	\$50.00



All other use groups	*	\$75.00
Gas piping, each		
R5 Use Group	*	\$50.00
All other use groups	*	\$75.00
Vapor recovery systems, each	*	\$100.00
Required annual re-inspections (i.e., cross-connections, backflow preventers)	*	\$75.00
Medical gas piping, per outlet	*	\$25.00
VAV boxes	*	\$25.00
Humidifiers	*	\$25.00
Premanufactured homes, plan review, and connection inspections	*	\$150.00
Swimming pools	*	\$100.00
 Mechanical Subcode		
Minimum fee, initial device installed for an R3 or R5 Use Group residential structure	\$75.00	\$80.00
Each additional device after the first, for an inspection by a mechanical inspector for an R5 or R3 Use Group residential structure	*	\$40.00
 Engineering		
Engineering review fee	\$200.00	\$300.00
Review of applications for construction permits which involve new construction, additions, modification of improved lot coverage or other work requiring review as determined by the municipal engineer.		

#### G. Planning Board

	2019	2020
(1) Minor Subdivision	\$350.00	\$450.00
Additional fee, each lot		\$50.00
 (2) Major Subdivision		
(a) Preliminary Plat	\$600.00	\$750.00
Additional fee, each lot	\$100.00	\$150.00
 Resubmission within one year, of original fee		Resubmission within one year, 50% of original fee
Minimum Fee	\$500.00	\$500.00
 (b) Final Plat	\$300.00	\$500.00
Additional fee, each lot	\$75.00	\$100.00
 (c) Engineering Inspection	\$200.00	\$300.00
Plus % cost of improvements	5%	5%
 (d) Additional fee for variance per application	\$250.00	\$250.00
 (e) Combine Preliminary & Final Subdivision	Combined fee for Preliminary and final	
 (5) Escrow Fee		
Residential Subdivision	\$2,500.00	\$5,000.00
Residential Site Plan (single family home)	\$750.00	\$750.00
Residential Site Plan (multi-unit) <u>per unit</u>	\$750.00	\$1,000.00
 Non- Residential Subdivision	\$4,000.00	\$6,000.00
 Non- Residential Site Plan	\$2,500.00	\$10,000.00

Review and/or testimony by outside consultant or expert:	\$2,000.00	\$3,500.00
Informal Review	\$750.00	\$750.00
<b>(3) Site Plan</b>		
<b>(a) Preliminary</b>		
(1) Basic	\$300.00	\$500.00
(2) Per 1000 square feet of land	\$5.00	\$5.00
(3) Per 1000 square feet of Building Floor Area	\$50.00	\$50.00
<b>(b) Final</b>		
(1) Basic		\$200.00
(2) Per 1000 square feet of land		\$2.50
(3) Per 1000 square feet of Building Floor Area		\$30.00
(c) Combine Preliminary & Final Subdivision	Combined fee for Preliminary and final	
(d) Resubmission within one year, 50% of original fee Minimum Fee	\$200.00	\$400.00
(e) Engineering inspection, Plus % of cost of improvements	\$200.00 4%	\$200.00 4%
(f) Amended Site Plan	50% of original fee	
(4) Conditional Use or Change in Use Application	\$400.00	\$750.00

**H. Zoning Board**

(1) Appeals	\$250.00	\$250.00
(2) C Variances (non-structural)	\$150.00	\$150.00
(3) C variances (structural)	\$250.00	\$250.00
(4) D Variances (1, 2, 3)	\$500.00	\$750.00
(5) D Variance (4, 5, 6)	\$250.00	\$250.00
(6) Interpretation	\$250.00	\$250.00
(7) Issue of Permit	\$250.00	\$250.00
<b>(8) Escrow Fees</b>		
(a) D Variance (1, 2, 3)	\$1,000.00	\$1,500.00
(b) Review and/or testimony by outside consultant or expert:	\$2,000.00	\$3,500.00
(c) Residential Subdivision	\$2,500.00	\$5,000.00
(d) Residential Site Plan (single family home)	\$750.00	\$750.00
Residential Site Plan (multi-unit) <u>per unit</u>	\$750.00	\$1,000.00

(e) Non- Residential Subdivision	\$4,000.00	\$6,000.00
(f) Non- Residential Site Plan	\$2,500.00	\$10,000.00

<b>N. Tax Collector.</b>	2019	2020
Initial request for duplicate tax bill (N.J.S.A.54:4-64)	\$5	\$5
Each Subsequent request for duplicate tax bill	\$25	\$25
Fee for multiple lien redemption requests [Added 12-14-2015 by Ord. No. 14-15]	\$50	\$50
Lien Redemption Administrative Fee	*	\$75
<b>O. Dishonored or returned checks</b>	\$20	\$25
[Added 12-14-2015 by Ord. No. 14-15]		

\*Represents no fee for 2019

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

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

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

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

Introduced: June 8, 2020

Adopted:

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>												

**ORDINANCE #08-20**

**BOND ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE MUNICIPAL BUILDING IN AND BY THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING \$4,463,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$4,250,000 BONDS OR NOTES OF THE BOROUGH FOR FINANCING SUCH APPROPRIATION.**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY** (not less than two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by the Borough of Mountain Lakes, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$4,463,000, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$213,000 as the down payment for said improvement or purpose required by law and now available therefor by virtue of provision in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes.

Section 2. For the financing of said improvement or purpose and to meet the part of said \$4,463,000 appropriation not provided for by application hereunder of said down payment, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$4,250,000 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Borough in a principal amount not exceeding \$4,250,000 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the improvement of the municipal building

located at 400 Boulevard in and by the Borough, said building being at least equal in useful life or durability to a building of Class A construction (as such term is used or referred to in section 40A:2-22 of said Local Bond Law), including the construction of a two-story addition to the rear of the existing building to house a sally port for the Police Department of the Borough on the first level and office space on the second level, the construction of a one-story addition to the front of the existing building to house an elevator, stairway and restrooms, and the renovation of the existing building including the reconstruction of the interior walls and the upgrade of the electrical, plumbing, heating and air conditioning systems, together with all landscaping, structures, furnishings, equipment, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$4,250,000.

(c) The estimated cost of said purpose is \$4,463,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of the said \$213,000 down payment for said purpose.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Borough may lawfully acquire or make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is twenty (20) years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$4,250,000, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$700,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

Section 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the chief financial officer, acting chief financial officer or treasurer (the "Chief Financial Officer"), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the Chief Financial Officer's signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at public or private sale at not less than par and to deliver them to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their dates to the dates of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes



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MICHELLE A. LOUCOPOLOS  
MEGAN I. SARTOR  
NILES B. MURPHY  
DAVID ATLAS\*

\*NEW YORK BAR ONLY

June 2, 2020

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

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

Dear Monica:

In accordance with instructions received, I have prepared and am attaching a draft bond ordinance appropriating \$4,463,000 for the improvement of the municipal building in and by the Borough. This draft authorizes the issuance of a maximum \$4,250,000 in bonds or notes and provides for application of a \$213,000 down payment understood to be presently available.

Enclosed also are (a) the notice of pending ordinance and summary to be published at least seven days prior to the public hearing, (b) the bond ordinance statements and summary to be published after final adoption and (c) a certificate that should be completed and returned (e-mail is fine), together with the indicated attachments, after the ordinance is finally adopted.

The supplemental debt statement should be filed electronically as of the date of introduction of the ordinance with the Division of Local Government Services (please forward a copy of the e-mail submission to our attention) and in your office.

Very truly yours,

*Bob*

Robert H. Beinfield

RHB:sp

Attachments

cc w/atts: Martin F. Murphy, Esq.  
Robert H. Oostdyk, Jr.  
Mr. Mitchell Stern

E-mail only



**(TO BE PUBLISHED AFTER INTRODUCTION AND POSTED AT LEAST  
SEVEN DAYS PRIOR TO THE PUBLIC HEARING)**

**NOTICE OF PENDING BOND ORDINANCE AND SUMMARY**

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the governing body of the Borough of Mountain Lakes, in the County of Morris, New Jersey, on June 8, 2020. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body to be held at the Municipal Building in said Borough on June 22, 2020 at 8:00 o'clock P.M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours at the Clerk's office in said Municipal Building for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title:	Bond ordinance providing for the improvement of the municipal building in and by the Borough of Mountain Lakes, in the County of Morris, New Jersey, appropriating \$4,463,000 therefor and authorizing the issuance of \$4,250,000 bonds or notes of the Borough for financing such appropriation
Purpose(s):	Improvement of the municipal building located at 400 Boulevard in and by the Borough, including the construction of a two-story addition to the rear of the existing building to house a sally port for the Police Department of the Borough on the first level and office space on the second level, the construction of a one-story addition to the front of the existing building to house an elevator, stairway and restrooms, and the renovation of the existing building including the reconstruction of the interior walls and the upgrade of the electrical, plumbing, heating and air conditioning systems, together with all landscaping, structures, furnishings, equipment, site work, work and materials necessary therefor or incidental thereto
Appropriation:	\$4,463,000
Bonds/Notes Authorized:	\$4,250,000
Grants (if any) Appropriated:	\$0
Section 20 Costs:	\$700,000
Useful Life:	20 years

\_\_\_\_\_  
/s/ Mitchell Stern  
Acting Borough Clerk

This Notice is published pursuant to N.J.S.A. 40A:2-17.



## CLERK'S CERTIFICATE

I, **MITCHELL STERN**, Acting Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, New Jersey (the "Borough"), **HEREBY CERTIFY** as follows that:

1. The attached copy of Ordinance No. \_\_\_\_\_ (the "Ordinance") of the Borough entitled as set forth below and finally adopted on June 22, 2020, has been compared by me with the original thereof officially recorded in the Ordinance Book of the Borough and is a true and correct copy thereof and of the whole of the original Ordinance. The title of the Ordinance is as follows:

**BOND ORDINANCE PROVIDING FOR THE  
IMPROVEMENT OF THE MUNICIPAL BUILDING IN  
AND BY THE BOROUGH OF MOUNTAIN LAKES, IN THE  
COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING  
\$4,463,000 THEREFOR AND AUTHORIZING THE  
ISSUANCE OF \$4,250,000 BONDS OR NOTES OF THE  
BOROUGH FOR FINANCING SUCH APPROPRIATION.**

2. The Ordinance was introduced and passed on first reading at a **regular** meeting of the Borough Council duly called and held on June 8, 2020 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), and was passed on second reading and finally adopted by the recorded affirmative vote of at least two-thirds of all the members of the Borough Council, at a **regular** meeting thereof duly called and held on June 22, 2020 (a true and correct copy of an extract of the minutes of the meeting is attached hereto), following the holding of a public hearing thereon at which all interested persons were given an opportunity to be heard. Notice of such meetings was given in accordance with the provisions of the Open Public Meetings Act.

3. The Ordinance, or a summary thereof, was published after first reading, on June 11, 2020, in the "*Daily Record*", a newspaper published in the county in which the Borough is located and circulating in the Borough, together with a notice of pending ordinance, containing the date of introduction and the time and place of further consideration of the Ordinance (a true and correct copy of the affidavit of publication of the Ordinance is attached hereto).

4. On June 9, 2020, the Ordinance, or a summary thereof, was posted on the bulletin board or other place upon which public notices are customarily posted in the principal municipal building of the Borough, together with notice of the availability of copies of the Ordinance at the office of the Borough Clerk, and such copies of the Ordinance were made available to all members of the general public requesting the same.

5. After final passage, the Ordinance, or a summary thereof, was duly published, together with a notice of adoption and statutory estoppel statement, on June 25, 2020 in the "*Daily Record*", a newspaper published in the county in which the Borough is located and circulating in the Borough, and no protest by any person against making the improvement or issuing the indebtedness authorized in the Ordinance, nor any petition requesting that a referendum vote be taken on the action proposed in the Ordinance has been presented to the governing body or to me or filed in my office nor has any such action or proceeding questioning

the validity of the Ordinance been commenced within twenty (20) days after such publication (a true and correct copy of the affidavit of publication of the Ordinance is attached hereto).

6. The Ordinance when introduced was complete in the form in which it was finally adopted and remained on file in the office of the Borough Clerk for public inspection from the date of introduction to the date of final adoption.

7. The attached copy of a Supplemental Debt Statement has been compared by me with the original Supplemental Debt Statement of the Borough, prepared as of June 8, 2020, and sworn to on June 8, 2020, by Monica Goscicki, who was then the Chief Financial Officer of the Borough, and filed in the office of the Borough Clerk on June 8, 2020, and that the same is a true and complete copy of said original Supplemental Debt Statement.

8. A complete, executed duplicate of the said original Supplemental Debt Statement was duly filed electronically (before final adoption of the Ordinance) in the Office of the Director of the Division of Local Government Services of the State of New Jersey on June 8, 2020. Attached is a copy of the e-mail transmitting the Supplemental Debt Statement or a copy of the automated e-mail acknowledging receipt of the Supplemental Debt Statement.

**IN WITNESS WHEREOF** I have hereunto set my hand and affixed the corporate seal of the Borough this \_\_\_\_ day of \_\_\_\_\_, 2020.

(SEAL)

---

Mitchell Stern  
Acting Borough Clerk

**Bond ordinance providing for the improvement of the municipal building in and by the Borough of Mountain Lakes, in the County of Morris, New Jersey, appropriating \$4,463,000 therefor and authorizing the issuance of \$4,250,000 bonds or notes of the Borough for financing such appropriation (Useful Life: 20 years)**

**ATTACHMENTS**

- A. Ordinance # \_\_\_\_\_
- B. Extract of minutes of June 8, 2020, Borough Council meeting at which the Ordinance was introduced
- C. Extract of minutes of June 22, 2020, Borough Council meeting at which the Ordinance was finally adopted
- D. Affidavit of First Publication of the Ordinance after introduction ("*Daily Record*" - June 11, 2020)
- E. Affidavit of Second Publication of the Ordinance after final adoption ("*Daily Record*" - June 25, 2020)
- F. Supplemental Debt Statement (with transmittal or acknowledgement e-mail)



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

**RESOLUTION 111-20**

**“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 June 8, 2020 and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on June 8, 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>						

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

Meeting Date: 06/08/2020 For bills from 05/21/2020 to 06/03/2020

Check#	Vendor	Description	Payment	Check Total
17296	196 - ALLIED OIL	PO 21681 UNLEADED FUEL - BLANKET 2020	1,398.06	1,398.06
17297	102 - ANDERSON & DENZLER ASSOC., INC	PO 22145 APRIL 2020 PROFESSIONAL SERVICES	1,291.05	
		PO 22145 APRIL 2020 PROFESSIONAL SERVICES	3,347.80	
		PO 22145 APRIL 2020 PROFESSIONAL SERVICES	1,082.58	
		PO 22145 APRIL 2020 PROFESSIONAL SERVICES	166.55	5,887.98
17298	2824 - ANN PURCELL	PO 22096 ANN PURCELL REIMBURSEMENT OF TAX COLLECT	50.00	
		PO 22143 REIMBURSEMENT: POSTAGE	55.00	105.00
17299	3957 - ATLANTIC COAST FIBERS, LLC	PO 21983 RECYCLING COSTS - BLANKET APRIL - DECE	2,794.99	2,794.99
17300	372 - BEN SHAFFER RECREATION, INC	PO 22062 PARKS - OUTDOOR MAINTENANCE/ SHADE TREE	840.00	840.00
17301	269 - BEYER FORD, LLC	PO 22014 POLICE DEPARTMENT - VEHICLE REPAIR	1,267.55	1,267.55
17302	4094 - CONTINENTAL HARDWARE, INC	PO 22045 ISLAND BEACH - BUILDING SUPPLIES	597.18	597.18
17303	431 - COUNTY CONCRETE CORP.	PO 22044 ISLAND BEACH PROJECT - CONCRETE - MCC CO	1,545.00	1,545.00
17304	576 - DAVE'S TIRE, LLC	PO 22102 POLICE VEHICLE REPAIR	469.94	469.94
17305	1170 - FERGUSON ENTERPRISES #501	PO 21931 ISLAND BEACH PROJECT - PLUMBING SUPPLIES	6.13	6.13
17306	3641 - FERGUSON ENTERPRISES, INC # 417592	PO 22046 TREATMENT OF WELLS	116.09	116.09
17307	769 - FOREST LUMBER	PO 21503 ISLAND BEACH PROJECT - TOOLS & SUPPLIES	76.93	
		PO 21742 ISLAND BEACH PROJECT - ROOFING	635.83	
		PO 21932 ISLAND BEACH PROJECT - BUILDING SUPPLIES	139.98	
		PO 22043 ISLAND BEACH - BUILDING SUPPLIES	1,052.05	
		PO 22050 ISLAND BEACH PROJECT - BUILDING SUPPLIES	948.49	
		PO 22082 ISLAND BEACH PROJECT - BUILDING SUPPLIES	760.37	
		PO 22130 ISLAND BEACH PROJECT - BUILDING SUPPLIES	1,153.28	4,766.93
17308	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 22047 BASKETBALL/SWIMMING SIGNS	52.00	52.00
17309	876 - GARDEN STATE LABORATORIES, INC	PO 21603 WATER DEPARTMENT - WELL TESTING - BLANKE	462.00	462.00
17310	826 - GENERAL PLUMBING SUPPLY, INC	PO 22104 ISLAND BEACH PROJECT - BATHROOM FIXTURES	4,918.30	4,918.30
17311	874 - GRAY SUPPLY CORP.	PO 21962 ISLAND BEACH PROJECT - EXCAVATOR RENTAL	1,275.00	1,275.00
17312	1072 - JACK DOHENY COMPANIES, INC.	PO 22093 DPW - VEHICLE REPAIR - VACTOR TRUCK - EM	271.88	271.88
17313	859 - JCP&L	PO 22112 M/A #200 000 020 764: BILL DATE: 5/11/20	86.73	
		PO 22113 M/A #200 000 053 658 / BILL DATE: 5/06/2	1,676.33	
		PO 22114 MAST ACCT# 200 000 021 275 / BILL DATE:	5,351.31	7,114.37
17314	859 - JCP&L	PO 22115 M/A #200 000 054 011/ BILL DATE: MAY 06,	665.43	
		PO 22116 MASTER ACCT#200 000 574 000/ BILL DATE:	64.09	
		PO 22144 ACCT#100138 766 488 / BILL PRD: 4/23 - 5	6.86	
		PO 22148 ACCT#100 050 702 156 - BILL PRD: 4/28 -	4.82	741.20
17315	1090 - KENVIL POWER MOWER	PO 21835 STREETS & ROADS - EQUIPMENT REPAIR BLANK	84.45	84.45
17316	3797 - MONICA GOSCICKI	PO 22137 REIMBURSEMENT: ROLL OF STAMPS	220.00	220.00
17317	3648 - MONMOUTH TELECOM	PO 21866 2020 TELEPHONE SERVICES / ACCT# 36289 -	1,308.55	1,308.55
17318	1316 - MOST DEPENDABLE FOUNTAINS, INC	PO 21895 ISLAND BEACH PROJECT - SHOWER FIXTURES	6,975.00	6,975.00
17319	3099 - MTN LAKES MEDICAL CENTER, LLC	PO 20922 Physicals Jr Firefighters	1,160.00	1,160.00
17320	1371 - MTN. LAKES BOARD OF EDUCATION	PO 22121 JUNE 2020 MTN LAKES SCHOOL DISTRICT GENE	1,782,856.50	1,782,856.50
17321	881 - NCX	PO 21520 BLANKET: 2020 DNS HOSTING / ACCT# GTI	21.95	21.95
17322	3367 - NEW JERSEY EZ PASS	PO 21537 POLICE: TOLLS - ACCT# 2000 1214 1640 8 -	1.00	1.00
17323	4136 - NORTHEAST CONCRETE PRODUCTS, LLC	PO 22011 STREETS & ROADS - DRAINS & CATCHBASINS	1,230.00	1,230.00
17324	2968 - OPTIMUM	PO 21464 2020 DPW INTERNET SERVICES ACCT# 07876-6	136.18	136.18
17325	2968 - OPTIMUM	PO 21465 2020 DPW: ACCT# 07876-414565-01-0	11.74	11.74
17326	1628 - PAINTEN' PLACE	PO 21928 ISLAND BEACH PROJECT - PAINT/STAIN BLANK	163.28	
		PO 22080 ISLAND BEACH PROJECT - PAINT/STAIN BLANK	299.84	463.12
17327	2397 - ROCKAWAY AUTO RESOURCES, LLC	PO 22058 DPW & POLICE DEPARTMENT VEHICLE REPAIRS	125.11	125.11
17328	3695 - RT 23 PATIO & MASON CENTER, LLC	PO 22083 BIRCHWOOD BEACH - MASONRY SUPPLIES	1,215.00	1,215.00
17329	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 21530 POLICE: OFFICE SUPPLIET - 2020 BLANKET	36.70	
		PO 22078 ORDER# 7307815617	38.09	
		PO 22089 DPW ORDER# 7307875834	110.58	185.37
17330	2745 - STATE OF NEW JERSEY	PO 22095 1Q2020 UNEMPLOYEMENT REIMURSABLE	1,977.36	1,977.36
17331	4108 - STO OF NJ, INC	PO 21897 ISLAND BEACH - BUILDING SUPPLIES	3,382.05	3,382.05
17332	3861 - SYNCB/AMAZON	PO 21937 IPAD: ORDER#112-7568163-8705064	558.00	
		PO 21951 ORDER# 112-5937287-0533835	283.28	841.28
17333	3093 - THE RODGERS GROUP, LLC	PO 22098 POLICE DEPT: ONLINE TRAINING	2,496.00	2,496.00
17334	1343 - TILCON NY, INC	PO 22032 ISLAND BEACH PROJECT - STONE & SAND - BL	1,801.23	1,801.23
17335	603 - TOWNSHIP OF DENVILLE	PO 22124 SHARED MUNICIPAL COURT SERVICES - 2-4 QT	14,427.00	14,427.00
17336	1062 - UNITED SITE SERVICES	PO 21942 APRIL - DECEMBER 2020 BLANKET - CUST# 14	640.00	
		PO 22117 ISLAND/BIRCHWOOD BEACH 2020 BLANKET - CU	194.28	834.28
17337	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 21470 ISLAND BEACH RENOVATIONS - ELECTRICAL CO	576.54	576.54
17338	2172 - WB MASON COMPANY, INC	PO 22119 BEACH BADGES: ORDER# S103905815	42.88	42.88

TOTAL

1,857,002.19



## List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 06/08/2020 For bills from 05/21/2020 to 06/03/2020

Check#	Vendor	Description	Payment	Check Total	
<b>Summary By Account</b>					
ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	576.37			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	558.00			
01-201-20-130-020	FINANCE - OTHER EXPENSES	9.26			
01-201-20-140-020	COMPUTER SERVICES	33.69			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	60.74			
01-201-20-165-020	ENGINEERING SERVICES	1,291.05			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	2,533.70			
01-201-25-251-020	INTERLOCAL SERVICES: DENVILLE COURT - OE	14,427.00			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	125.00			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	1,561.21			
01-201-26-300-020	SHADE TREE COMMISSION - O/E	140.00			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	2,794.99			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	2,134.48			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	42.88			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	2,749.28			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	2,440.17			
01-201-31-440-020	TELECOMMUNICATIONS	1,308.55			
01-201-31-447-020	PETROLEUM PRODUCTS	1,398.06			
01-203-25-255-020	(2019) FIRE DEPT - OTHER EXPENSES		1,035.00		
01-203-28-375-020	(2019) MAINT OF PARKS (BEACHES/LAKES)		52.00		
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			1,782,856.50	
01-260-05-100	DUE TO CLEARING			0.00	1,818,127.93
<b>TOTALS FOR</b>	<b>Current Fund</b>	<b>34,184.43</b>	<b>1,087.00</b>	<b>1,782,856.50</b>	<b>1,818,127.93</b>
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			26,822.93	
04-215-55-986-000	2019 CAPITAL ORDINANCE 10-19			166.55	
04-215-55-987-000	2020 CAPITAL ORDINANCE 4-20			2,664.80	
04-260-05-100	DUE TO CLEARING			0.00	29,654.28
<b>TOTALS FOR</b>	<b>General Capital</b>	<b>0.00</b>	<b>0.00</b>	<b>29,654.28</b>	<b>29,654.28</b>
05-201-55-520-520	Water Operating - Other Expenses	7,011.98			
05-260-05-100	DUE TO CLEARING			0.00	7,011.98
<b>TOTALS FOR</b>	<b>Water Operating</b>	<b>7,011.98</b>	<b>0.00</b>	<b>0.00</b>	<b>7,011.98</b>
07-201-55-520-520	Sewer Operating - Other Expenses	230.64			
07-260-05-100	DUE TO CLEARING			0.00	230.64
<b>TOTALS FOR</b>	<b>Sewer Operating</b>	<b>230.64</b>	<b>0.00</b>	<b>0.00</b>	<b>230.64</b>
14-260-05-100	Due to Clearing			0.00	1,977.36
14-300-60-000-000	RESERVE FOR UNEMPLOYMENT INSUR			1,977.36	
<b>TOTALS FOR</b>	<b>Unemployment Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>1,977.36</b>	<b>1,977.36</b>

Total to be paid from Fund 01 Current Fund	1,818,127.93
Total to be paid from Fund 04 General Capital	29,654.28
Total to be paid from Fund 05 Water Operating	7,011.98
Total to be paid from Fund 07 Sewer Operating	230.64
Total to be paid from Fund 14 Unemployment Trust	1,977.36

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1,857,002.19



Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
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Checks Previously Disbursed

17295	RESERVE ACCOUNT	PO# 22097	POSTAGE METER: ACCT# 523225131	3,000.00	5/21/2020
				3,000.00	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund	3,000.00	1,818,127.93	<b>1,821,127.93</b>
Fund 04 General Capital		29,654.28	<b>29,654.28</b>
Fund 05 Water Operating		7,011.98	<b>7,011.98</b>
Fund 07 Sewer Operating		230.64	<b>230.64</b>
Fund 14 Unemployment Trust		1,977.36	<b>1,977.36</b>
<b>BILLS LIST TOTALS</b>	<b>3,000.00</b>	<b>1,857,002.19</b>	<b>1,860,002.19</b>

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

**Recreation Trust**

Meeting Date: 06/08/2020 For bills from 05/21/2020 to 06/03/2020

Check#	Vendor	Description	Payment	Check Total
5347	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 22047 BASKETBALL/SWIMMING SIGNS	116.25	116.25
5348	1371 - MTN. LAKES BOARD OF EDUCATION	PO 22107 7/1/20 - 6/30/21 RENEWAL ACTIVITY & FACI	1,347.50	1,347.50
TOTAL				1,463.75

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	1,463.75
33-600-00-090-000	Recreation Trust Reserves			1,463.75	
<b>TOTALS FOR</b>	<b>Recreation Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>1,463.75</b>	<b>1,463.75</b>

Total to be paid from Fund 33 Recreation Trust

1,463.75

1,463.75

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

**RESOLUTION 112-20**

**“RESOLUTION AUTHORIZING THE SETTLEMENT OF A TAX APPEAL (MOUNTAIN LAKES PROPERTIES, INC.  
v. BOROUGH OF MOUNTAIN LAKES – BLOCK 4, LOT 23)”**

**WHEREAS**, tax appeals have been filed in the Tax Court of New Jersey captioned “Mountain Lakes Properties Inc. v. Borough of Mountain Lakes” challenging the 2017 through 2019 tax assessments on Block 23, Lot 4 (68 Bloomfield Avenue); 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 all pending tax appeals captioned “Mountain Lakes Properties Inc. v. Borough of Mountain Lakes”; and be it further

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

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on June 8, 2020.

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

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

# STATE TAX APPEAL

**MOUNTAIN LAKES PROPERTIES, INC.**  
**68 BLOOMFIELD AVENUE MOUNTAIN LAKES**  
**BLOCK 4 LC LOT 23**

TAX YEAR	ORIGINAL ASSESSMENT	TAX COURT JUDGMENT	REDUCTION	TAX RATE	REFUND AMOUNT
2018	\$ 1,128,600	\$ 950,000	\$ 178,600	2.628%	\$ 4,693.61
2019	\$ 1,128,600	\$ 900,000	\$ 228,600	2.705%	\$ 6,183.63
			\$ 407,200		\$ 10,877.24

# Memo



To: Mayor and Members of the Borough Council  
From: Robert H. Oostdyk, Jr., Esq.  
Date: February 25, 2020  
Re: Mountain Lakes Properties, Inc. v. Borough of Mountain Lakes  
Block 4, Lot 23

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The Borough Assessor has recommended a settlement in the above-referenced tax appeal. The subject property is located at 068 Bloomfield Avenue and is improved with a one-story owner-occupied car wash and detail building with approximately 4,900 SF and is situated on a 1.1 acre site. The property was sold in June of 2019 for \$995,000.00. The property was assessed at \$1,128,600 during the years of appeal. The equalization ratios are 90.53%, 88.40% and 88.73% for the three years under appeal. The Tax Assessor was able to negotiate a settlement wherein the taxpayer will withdraw its appeal for 2017 and settle for an assessment of \$950,000 for 2018 and \$900,000 for 2019. The 2019 settlement of \$900,000 equalizes to \$1,014,300. The settlement is recommended by the Borough Tax Assessor and has been accepted by the taxpayer.

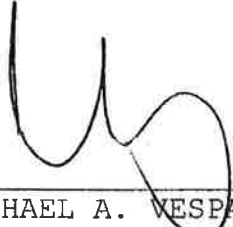
TITLE	YEAR	ORIGINAL ASSESSMENT	PROPOSED ASSESSMENT	DIFFERENCE	RATE	TAX REFUND
Mountain Lakes Properties (068 Bloomfield Avenue)	2017	\$1,128,600	\$1,128,600	\$0	\$2.572	WD
	2018	\$1,128,600	\$950,000	\$178,600	\$2.628	\$4,694
	2019	\$1,128,600	\$900,000	\$228,600	\$2.705	\$6,184

Block: 4 Lot: 23  
 Year: 2019  
 Street Address: 068 Bloomfield Ave

	<u>Original Assessment</u>	<u>County Tax Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land:	\$ 650,000	\$ N/A	\$ 650,000
Impvts:	\$ 478,600	\$ N/A	\$ 250,000
Total:	\$1,128,600	\$ N/A	\$ 900,000

2. The undersigned have made such examination of the value and proper assessment of the property(ies) and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property(ies) as they deem necessary and appropriate for the purpose of enabling them to enter into the stipulation. The assessor of the taxing district has been consulted by the attorney for the taxing district with respect to this settlement and has concurred.
3. Based upon the foregoing, the undersigned represent to the court that the above settlement will result in an assessment at the fair assessable value of the property(ies) consistent with assessing practices generally applicable in the taxing district as required by law.
4. Statutory interest, pursuant to N.J.S.A. 54:3-27.2, having been waived by taxpayer, shall not be paid provided the tax refund is paid within 60 days of the date of entry of the Tax Court judgment. Refund shall be payable to "Michael A. Vespasiano, Attorney Trust Account".

Dated: February 19, 2020

  
 \_\_\_\_\_  
 MICHAEL A. VESPASIANO  
 Attorney for Plaintiff

Dated:

\_\_\_\_\_  
 ROBERT H. OOSTDYK, JR.  
 Attorney for Defendant

**MICHAEL A. VESPASIANO, ESQ.**

331 Main Street  
Chatham, NJ 07928  
(973) 635-1100  
Attorney ID No. 004341991

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Mountain Lakes Properties, Inc. : TAX COURT OF NEW JERSEY  
Plaintiff, : Docket Nos. 006419-2017,  
 : 004819-2018, 005904-2019  
 :  
 :  
 vs. : **Civil Action**  
 : **STIPULATION OF SETTLEMENT**  
 : (without Affidavit)  
 :  
 Mountain Lakes : Assigned Judge: Bianco  
Defendant. : First Calendar Date: 07/2018  
 :  

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

Block: 4 Lot: 23  
Year: 2017  
Street Address: 068 Bloomfield Ave

	<u>Original Assessment</u>	<u>County Tax Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land:	\$ 650,000	\$ N/A	
Impvts:	\$ 478,600	\$ N/A	WITHDRAW
Total:	\$1,128,600	\$ N/A	

Block: 4 Lot: 23  
Year: 2018  
Street Address: 068 Bloomfield Ave

	<u>Original Assessment</u>	<u>County Tax Board Judgment</u>	<u>Requested Tax Court Judgment</u>
Land:	\$ 650,000	\$ N/A	\$ 650,000
Impvts:	\$ 478,600	\$ N/A	\$ 300,000
Total:	\$1,128,600	\$ N/A	\$ 950,000



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

**RESOLUTION 113-20**

**“RESOLUTION APPROVING THE CORRECTIVE ACTION PLAN FOR THE BOROUGH OF MOUNTAIN LAKES”**

**WHEREAS**, a Corrective Action Plan for the Audit Report Year 2019 has been prepared and filed by chief Financial Officer, Monica Goscicki, and

**WHEREAS**, said Plan has been reviewed by the Borough Council,

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Borough of Mountain Lakes that the Corrective Action Plan for the Audit Report Year 2019 is accepted and approved for filing in the Borough Clerk’s Office.

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 June 8, 2020.

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

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

**BOROUGH OF MOUNTAIN LAKES**  
**CORRECTIVE ACTION PLAN**  
**2019 AUDIT**

**Finding 2019-1**

*The Borough does not maintain an adequate segregation of duties with respect to the recording and treasury functions. Segregation of duties refers to separating those functions that place too much control over a transaction or class of transactions that would enable a person to perpetuate errors and prevent detection within a reasonable period of time. The Chief Financial Officer reviews and approves disbursements of funds, general ledger, and payroll and reconciles the bank accounts for the respective funds or accounts. This is due, in part, to the limited number of personnel of the Borough and the decentralized nature of governmental collection procedures. Accordingly, management and the Borough Council should be aware of this situation and realize that the concentration of duties and responsibilities in a limited number of individuals is not desirable from a control point of view.*

**Recommendation of Auditor**

1. An adequate segregation of duties be maintained with respect to the recording and treasury functions.

**Explanation and Corrective Action:**

Given the size of the Township's workforce in the Finance Department, the segregation of duties recommended is not practical. The finance employees' duties are separated as much as possible with only three employees. The cash receipts and disbursements are done by separate employees and reviewed monthly by the Chief Financial Officer. The Chief Financial Officer then reconciles the accounts. For 2019 the Borough Manager was reviewing the trial balances for each account after they were reconciled monthly.

**Implementation Date:        June 1, 2020**

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

**RESOLUTION 114-20**

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR LAKES MANAGEMENT BETWEEN  
THE BOROUGH OF MOUNTAIN LAKES AND SOLITUDE LAKE MANAGEMENT”**

**WHEREAS**, there exists the need for professional environmental management in connection with the management of Borough owned lakes for the Borough of Mountain Lakes; and

**WHEREAS**, the Borough of Mountain Lakes has decided to award the contract for this service as a non-fair and open contract pursuant to the provisions of N.J.S.A. 19:44A-20.5; and

**WHEREAS**, Solitude Lake Management has submitted a proposal indicating that lakes management treatment will be provided for an annual fee not to exceed \$64,485.00 per year; and

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

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

- Section 1.** The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Solitude Lake Management for lakes management and for water quality management services to the Borough of Mountain Lakes as set forth in a proposal submitted by Bob Schindler, for a fee not to exceed \$64,485.00 per year.
- Section 2.** This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 3.** The term of this agreement shall be for one year, from February 1, 2020 through December 31, 2020.
- Section 4.** A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on June 8, 2020.

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

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

**Borough of Mountain Lakes  
Contract Review Checklist**

**Vendor/Professional:** Solitude

**Financial Impact:**

Item	Applicability	Standard	Reviewer	Verified
Affirmative Action/ADA (2 pages)	Goods and Services; Professional Services	Employee information report provided	R	CF
Business Registration	Goods and Services; Professional Services	Copy of Registration provided	R	CF
Attorney Review	All Contracts	Confirmation that the agreement has been reviewed by the Borough Attorney	R	CF
Confidentiality	Professional Services; Goods and Services	Provisions when appropriate included in the contract	NA	
Business Entity/Corporate Disclosure (2 pages)	Goods and Services; Professional Services	Disclosure affidavit provided.	R	CF
Insurance	All Contracts	Proof of insurance as required by RFP, Specifications, or Contract	R	CF
Debarment	Public Works	Vender not currently on the State debarment list		
Invoice Process	All Contracts	Consistent with Local Public Contracts law and Borough procedures.		
Non-collusion (1 page)	All Contracts	Non-collusion affidavit has been signed	R	CF
Non-performance	All Contracts	Provision addressing consequences for non-performance or breach of agreement.	NA	
Political Contribution Disclosure/Pay to Play (6 pages)	Professional Services	Disclosure language in contract; form completed	R	CF
Payment Terms	All Contracts	Do standard payment terms apply?	R	
Professional Appointment	Professional Services	Has a resolution of appointment been adopted	R	
Qualifications	Professional Services	Proof of professional licenses/certifications	NA	
Renewal	Professional Services; Goods and services	Provision concerning renewal included where appropriate	NA	
Term	All Contracts	One year term for professional services, two years for goods and services, or Statutory exception.	R	
Termination	All Contracts	Right to terminate included when appropriate	R	
Financial	All contracts	Has the economic impact of the transaction been evaluated?	R	CF

Date: 6/1/20

## LAKE MANAGEMENT CONTRACT

PROPERTY NAME: Borough of Mountain Lakes, NJ  
CONTRACT TERM: February 1<sup>st</sup>, 2020 through December 31<sup>st</sup>, 2020  
SUBMITTED TO: Mitchell Stern  
SUBMITTED BY: Bob Schindler  
SPECIFICATIONS: 2020 Lake Management Program

### Monitoring:

1. A SOLitude Biologist will visit the site and inspect each of the nine Borough lakes on a **once per week** basis during the months of **April through September**, and on a **one (1) time per month** basis during the months of **October and March**.
2. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.
3. General *in situ* water quality monitoring will consist of dissolved oxygen, water clarity and temperature.

### Lake Management Committee Meetings:

1. A Senior member of Solitude Lake Management familiar with Mountain Lakes Management Program will attend regular monthly Lake Management Committee meetings throughout 2020.

### Lake Aquatic Vegetation Management:

#### **Birchwood Lake**

The 2020 program will include the use of flumioxazin (Clipper/Schooner) herbicide to provide management of water lilies and any nuisance submersed aquatic plant growth to maintain open water in the swim lanes. Plants in the swim area of the lake are usually sparse, but still require treatment to keep the swim area in suitable condition. It is anticipated that foliar herbicide application will complement the hydro-raking restoration program. Future water lily management will be dictated by potential or realized hydro-raking activity.

#### **Crystal Lake**

It is expected that at least one application of Aquathol-k will be required to provide control of nuisance densities of bassweed. Sonar is not anticipated in 2020. Algae control has been minimal and copper sulfate will continue to be employed. The use of alum is not projected in Crystal Lake for 2020, but a price is included in the Optional Cost section should water quality impairment demand its implementation into the management program.

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### **Sunset Lake**

Management at Sunset Lake in 2020 will focus on management of water lilies, bassweed and nuisance filamentous algae growth. Submersed aquatic plant control will be accomplished through the systemic herbicide Aquastrike which will provide more thorough control of bassweed. Water lilies will also be aggressively managed through foliar application in 2020 to continue to suppress the spread of this plant. Algae control, when needed, will be provided using copper sulfate.

### **Olive, Shadow, Cove Lakes & Grundon's**

Due to their small size, these interconnected lakes can require frequent maintenance. Filamentous and unicellular algae genera will be targeted with copper-based algaecides such as chelated copper algaecides or Earth Tec. Should vascular plants become problematic, they will be managed by contact herbicides, depending on the observed target species. The addition or supplementation of aeration in these ponds will continue to be emphasized to ensure sustainable healthy seasonal conditions. Bacterial enhancement will be provided for each of these small basins.

### **Mountain Lake**

Based on increased growth of milfoil observed late in the 2019 season, an early season Sonar application will be required during the spring of 2020. The Sonar application cost is provided in the overall management cost.

Surveys of the canal end of the lake will remain a focus to be vigilant for observations of fanwort. An optional price will be provided to implement a bacterial enhancement program for a cove area of the lake, to be determined in coordination with the lakes committee. The application of Sonar may not provide suitable control of nuisance densities of bassweed, requiring spot treatments with Aquathol-K. It is anticipated that algae control will continue to be accomplished through appropriate surgical applications of copper sulfate.

Alum has not been applied in Mountain Lake since 2012 due to lake phosphorus levels never quite reaching a point of concern. Due to the history of alum use, and increased algae growth and phosphorus levels in 2019, an early-season, low dose alum application will be implemented for the 2020 management season on the same date as Wildwood Lake, and the price is included in the overall management cost.

### **Wildwood Lake**

Due to the smaller size of Wildwood Lake, Sonar and contact herbicide costs are similar and the products are used interchangeably. Herbicide choice in 2020 will depend on existing conditions. Eurasian watermilfoil is not expected to be abundant since it was only observed at minimal trace densities during the 2019 management season. Copper sulfate will be used for algae control. **One** alum application is planned and is included in the annual management program. Growth of brittle naiad has developed more extensively over the past several management seasons and is expected to require more aggressive management through the course of this management program. The presence of fanwort in the canal may also prompt management of this plant as needed during the

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time of observation to ensure active management and prevention of fragmentation and further spread and enhancement of density. There was no fanwort observed during 2019, but surveys in 2020 will focus on aggressively managing any observed fanwort growth.

### **Canal**

Due to the presence of Fanwort in the canal in 2016 and 2017, the canal will also be a focus of monitoring and submersed plant control in 2020 and beyond. The contact herbicide Clipper/Schooner (flumioxazin) will be applied for fanwort management due to the rapid control that this herbicide formulation provides for the target plant growth. Surveys of the canal in 2019 did not indicate any fanwort growth.

#### Shoreline Invasive Weed Control:

1. Specified shoreline areas will be inspected on a **one (1) times per month** basis during the months of **August and September**. Growth of purple loosestrife (*Lythrum salicaria*), Japanese knotweed (*Polygonum cuspidatum*), creeping water primrose (*Ludwigia peploides*) or other unwanted shoreline vegetation found shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing along shoreline areas where stone has been installed for bank stabilization, erosion control or dam structure shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

#### Water Quality Monitoring:

1. Lake water samples will be collected and tested from each of the nine Borough lakes **once per month June, July and August** for the following parameters:

Temperature	Dissolved Oxygen	Water Clarity
pH	Alkalinity	Turbidity
Nitrate Nitrogen	Total Phosphorus	
2. Water samples will be collected on a weekly basis Memorial Day through Labor Day at Island Beach and Birchwood Beach for the purpose of E. Coli bacteria analysis in public bathing waters.
3. Weekly surveys will note water levels and waterfowl presence at Wildwood and Mountain Lakes.
4. Weekly temperature and dissolved oxygen profiles will be conducted at Birchwood Lake.
5. Any data collected that needs immediate action to resolve an issue will be brought to the client's attention at once.

#### Algae Testing & Identification:

1. Samples will be collected **two (2) times per month June through August** on the five larger lakes and Shadow Lake, and once per month on the other lakes for algae

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identification, classification, description and density. The data generated from this analysis provides valuable information for the development and assessment of site-specific algae management programs.

2. The results of the tests along with recommendations and analysis of the results will be provided to the client in a written report following each test.

Permitting:

1. SOLitude staff will be responsible for the following:
  - a. Obtaining state aquatic pesticide permits required to perform any work specified in this contract where applicable.
  - b. Attending any public hearings or meetings with regulators as required in support of the permitting process.
  - c. Filing of any notices or year-end reports with the appropriate agency as required by any related permit.
  - d. Notifying the client of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

Client Responsibilities:

1. Client will be responsible for the following:
  - a. Providing information required for the permit application process upon request.
  - b. Providing Certified Abutters List for abutter notification where required.
  - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
  - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
  - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Service Reporting:

1. Client will be provided with a service report detailing all of the work performed as part of this contract on a weekly basis.
2. Upon completion of the Management Program, a yearend report will be prepared and submitted. The Report will summarize the work carried out during the management season and will make certain recommendations regarding future lake management options. The report will be presented to the Lakes Committee in PowerPoint format during the December meeting.

General:

1. Contractor is a licensed pesticide applicator in the state in which service is to be provided.

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2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Contractor is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for site specific water quality management prescriptions and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our clients' lakes and ponds as part of an overall integrated pest management program.
4. Contractor guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this contract will meet or exceed all of the contractor's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Contractor will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Contractor will furnish personnel, equipment, boats, materials, and other items required to provide the foregoing at his expense.
7. Contractor will maintain general liability and workman's compensation insurance.
8. Client understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat their lakes. The client is responsible for notifying the contractor in advance of the contract signing and the start of the contract treatment if they utilize any of the water in their lakes for irrigation purposes. The client accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the client for irrigation without the consent or knowledge of the contractor.
9. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, any time there is an extreme infestation of algae and aquatic weeds, there is a risk of dissolved oxygen drops as a result of large masses of algae and aquatic weeds dying and decomposing simultaneously. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Often lakes will experience natural fish kills under these conditions even if no treatment is performed. Every effort, to include the method and timing of application, the choice of products, and the skill and training of the applicators is made to avoid such problems. This risk is especially mitigated by the

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use of systemic herbicides wherever possible, which results in a very slow steady control of the target weed species. However, the client understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of the contractor that will result in the death of some fish and other aquatic life. The client also understands and accepts that similar risks would remain if the algae or submersed invasive vegetation present in the lake goes uncontrolled, as it will over time interfere with the health and wellbeing of the existing fish population. The client agrees to hold the contractor harmless for any issues with fish or other aquatic life which occur as described above or are otherwise outside the direct control of the contractor, unless there is willful negligence on the part of the contractor.

10. Contractor shall be reimbursed by the client for any non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on the contractor by the client that are not covered specifically by the written specifications of this contract.
11. The term of this agreement is for a period of eleven (11) months, with payment to be made in nine (9) equal monthly payments due by the last day of each month March through November. As a courtesy, the client will be invoiced on the first day of each month, reminding them that a contract payment is due by the end of that same month. The client is obligated to pay each monthly contract payment per the terms of this contract, without any obligation on the part of the contractor to invoice or send any other sort of reminder or notice. The Contract Price is based on the total value of services to be provided over a period of nine (9) months. For the convenience of the client, we offer Monthly Contract Pricing that is simply an even nine (9) month amortization of the Contract Price. Due to the seasonality of these services, and the disproportionate amount of time and materials dedicated to providing these services during some times of the year as compared to others, based on the season, weather patterns, and other natural factors, the amount billed and paid to date is not necessarily equivalent to the amount of work performed to date.

**2020 LAKE MANAGEMENT CONTRACT PRICE:     \$ 64,485.00**  
**Monthly payment:                     \$ 7,165.00 per month March through November**

**OPTIONAL MANAGEMENT TASKS:**

The optional management tasks will only be performed following consultation with and written approval by the Borough Manager.

Task 1: Crystal Lake Nutrient Inactivation (alum) Treatment (~3000 gals)     \$ 5,285.00

Task 2: Wildwood Lake Nutrient Inactivation (alum) Treatment (~1500 gals) \$ 2,895.00

The spring alum treatment is included in the Lake Management Contract price, and Task 3 will be billed for any additional alum treatment to Wildwood Lake after the first.

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- Task 3: Lake Bacterial Enhancement Program \$ 2,800.00  
The bacterial enhancement program will include monthly bacterial enhancement May through September to an approximately 0.5-acre cove area of each Wildwood Lake, Mountain Lake and Crystal Lake. The cove areas will be determined in consultation with the Lakes Committee, and a map provided to Borough Manager. If approved, Task 4 will be invoiced following the initial bacterial enhancement treatment.
- Task 4: Spring Phoslock Treatment for Shadow Lake and Olive Pond \$ 3,450.00  
Phoslock will be applied at the rate of 200 lbs. per acre.

~~New Jersey Sales Tax will be added to all invoicing.~~

APPROVED:

\_\_\_\_\_

SŌLitude Lake Management®

\_\_\_\_\_  
**(Authorized Signature)**

**Borough of Mountain Lakes, NJ**

\_\_\_\_\_  
**(Print Name and Title)**

\_\_\_\_\_  
**(Date)**

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SŌLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes, or pricing contained in this document or any of its attachments without the prior written consent of SŌLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

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

**THIS AGREEMENT**, made this \_\_\_ day of \_\_\_\_\_, 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 Solitude Lake 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 \_\_\_\_\_ 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 subsidiaries, 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

Solitude Lake Management, LLC

Trina L. Duncan

By: Trina L. Duncan, Business Manager

04/27/2020

(SEAL)

Date

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

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

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

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

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

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

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

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

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

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



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

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

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



Signature

Trina L. Duncan, Business Manager  
Solitude Lake Management, LLC

04/27/2020

Date

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.

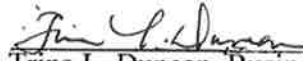
The Owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the Contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Owner or any of its agents, servants, and employees, the 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: 04/27/2020

By:

  
Trina L. Duncan, Business Manager  
Solitude Lake Management, LLC

# 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:	Solitude Lake Management LLC		
Address:	310 East Washington Avenue Suite C		
City:	Washington	State:	NJ Zip: 07882

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.

	04/27/2020	Trina L. Duncan	Business Manager
Signature		Printed Name	Title

**Part II - Contribution Disclosure**

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

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
none			\$

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

### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:


- I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.
- OR
- I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

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

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

Stockholders: NONE

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
	04/27/2020 Trina L. Duncan, Business Manager, Solitude Lake Management LLC

Subscribed and sworn before me this 27 day of April, 2020

(Notary Public)

My Commission expires: December 31, 2021

  
(Affiant)

Karen J. Avery, Notary Public  
(Print name & title of affiant)

(Corporate Seal)



Borough of Mountain Lakes

AFFIDAVIT OF NON-COLLUSION

The undersigned, being duly sworn according to law, deposes and says:

1. I reside at Office at 310 East Washington Avenue Suite C Washington NJ 07882  
\_\_\_\_\_
2. The name of the within applicant is Solitude Lake Management LLC  
\_\_\_\_\_
3. I executed the said proposal on behalf of the applicant with full authority to do so.
4. The applicant has not directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive proposal in connection with the contract.
5. All statements contained in the Qualification Statement and Proposal and in this Affidavit are true and correct and were made with the full knowledge that the Borough of Mountain Lakes, County of Morris, its officers and employees, relies upon the truth of the statements therein made in awarding the above-named contract.
6. I further warrant that no person or selling agency has been employed or retained to solicit or service such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide employees of a bonafide established commercial selling agencies maintained by the applicant.

Subscribed and sworn to  
before me this day

May 5 \_\_\_\_\_, 2020

Karen J Avery  
Signature of Notary

Trina L. Duncan  
Signature of Applicant

Trina L. Duncan, Business Manager

Print Name





Certification 56655

## CERTIFICATE OF EMPLOYEE INFORMATION REPORT

### RENEWAL

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

SOLITUDE LAKE MANAGEMENT, LLC  
310 E. WASHINGTON AVE., STE C  
WASHINGTON NJ 07882



A handwritten signature in cursive script, reading "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO  
State Treasurer



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/5/2020

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

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


<b>PRODUCER</b> Edgewood Partners Insurance Center 200 Glenridge Point Parkway Suite 400 Atlanta GA 30342	<b>CONTACT NAME:</b> Certificate Unit <b>PHONE (A/C, No., Ext):</b> 404-439-8000 <b>E-MAIL ADDRESS:</b> certificate@epicbrokers.com	<b>FAX (A/C, No):</b> 404-439-8001													
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<b>INSURED</b> Solitude Lake Management, LLC Rentokil North America, Inc. (REN478) 1320 Brookwood Dr. Ste H Little Rock AR 72202-4412	RENTOKI-01														

**COVERAGES** CERTIFICATE NUMBER: 114378078 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			OGLG27240331	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB314124-19	10/1/2019	10/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			XOOG27239420	10/1/2019	10/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MWC314123-19	10/1/2019	10/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
A D E	Errors & Omissions Liability Crime/Client Coverage CPL (Excluding Aerial Ops)	N	N	OGLG27240331 CRM015168302 U5L00010318	10/1/2019 10/1/2019 10/1/2019	10/1/2020 10/1/2020 10/1/2020	Each Incident/Agg \$5,000,000 Each Occurrence \$1,000,000 Each Incident/Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Borough of Mountain Lakes, to the extent required by written contract is an additional insured.

<b>CERTIFICATE HOLDER</b>  Borough of Mountain Lakes 400 Boulevard Mountain Lakes NJ 07046	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** SOLITUDE LAKE MANAGEMENT, L.L.C

**Trade Name:**

**Address:** 580 ROCKPORT ROAD  
ROCKPORT, NJ 07840

**Certificate Number:** 2023699

**Effective Date:** March 03, 2016

**Date of Issuance:** July 08, 2016

**For Office Use Only:**

20160708090934907



**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 Solitude Lake Management 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 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
none	

**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: Solitude Lake Management LLC

Signed: *Trina L. Duncan*

Title: Business Manager

Print Name: Trina L. Duncan

Date: 04/27/2020

Subscribed and sworn before me this 27 day of April, 2020.

My Commission expires: December 31, 2021

*Karen J. Avery*  
(Affiant)

Karen J. Avery, Notary Public

(Print name & title of affiant)



**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.

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**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)

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

**RESOLUTION 115-20**

**“RESOLUTION AUTHORIZING APPROVAL TO SUBMIT GRANT APPLICATION AND EXECUTE GRANT CONTRACT  
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE NORTH GLEN ROAD RESURFACING  
PROJECT”**

**BE IT RESOLVED** that the Borough Council of the Borough of Mountain Lakes formally approves the grant application for the **North Glen Road Resurfacing Project**.

**BE IT FURTHER RESOLVED** that the Borough Engineer is hereby authorized to submit an electronic grant application, identified as **MA-2021-North Glen Road Road-00112** for the North Glen Road Resurfacing Project, to the New Jersey Department of Transportation on behalf of the Borough of Mountain Lakes.

**BE IT FURTHER RESOLVED** that the Borough Manager and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Mountain Lakes and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

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 June 8, 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 116-20**

**“RESOLUTION AUTHORIZING APPROVAL TO SUBMIT GRANT APPLICATION AND EXECUTE GRANT CONTRACT  
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE INTERVALE ROAD RESURFACING  
PROJECT”**

**BE IT RESOLVED** that the Borough Council of the Borough of Mountain Lakes formally approves the grant application for the **Intervale Road Resurfacing Project**.

**BE IT FURTHER RESOLVED** that the Borough Engineer is hereby authorized to submit an electronic grant application, identified as **MA-2021-Intervale Road-00111** for the Intervale Road Resurfacing Project, to the New Jersey Department of Transportation on behalf of the Borough of Mountain Lakes.

**BE IT FURTHER RESOLVED** that the Borough Manager and Clerk are hereby authorized to sign the grant agreement on behalf of the Borough of Mountain Lakes and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

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 June 8, 2020.

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