



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

August 24, 2020

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 +1 253 215 8782 or +1 301 715 8592 Webinar ID: 208 487 754

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

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting and the agenda thereof had been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 7, 2020 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE SESSION

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

8) PUBLIC COMMENT

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

9) BOROUGH COUNCIL DISCUSSION ITEMS

- a. Second Quarter 2020 Current Budget Report
- b. Second Quarter 2020 Water Budget Report and Second Quarter 2020 Sewer Budget Report
- c. Trust Balances
- d. Capital Account Balances
- e. Cancellation of Grant Receivable and Reserve Balances

10) ATTORNEY'S REPORT

11) MANAGER'S REPORT

12) RESOLUTIONS

13) ORDINANCES TO INTRODUCE

14) ORDINANCES TO ADOPT

Ordinance 10-20, Amending Chapter 229 of the Revised General Ordinances and Limiting Parking on Municipally Owned Property to Vehicles with Parking Tags When Posted

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.

15) *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. *R129-20, Authorizing the Payment of Bills*
- b. *R130-20, Authorizing 2020 Municipal Employees' Salary*
- c. *R131-20, Authorizing Award of Contract for Morris Avenue Improvement Project*
- d. *R132-20, Authorizing the Issuance of Not Exceeding \$4,759,885 Bond Anticipation Notes of the Borough of Mountain Lakes*
- e. *R133-20, Authorizing a Professional Services Agreement between the Borough of Mountain Lakes and Arcari & Iovino, PC.*
- f. *R134-20, Authorizing the Cancellation of Grant Receivable and Reserve Balances*

***APPROVAL OF MINUTES**

- 7/27/20 (Regular)*
- 7/27/20 (Executive)*
- 8/10/20 (Regular)*
- 8/10/20 (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**

- a. *Gillian Strauss and Frances LaMuraglia to the Historic Preservation Committee as student members*
- b. *Eric Lee and Elizabeth Hirschfeld to the Environmental Commission as student members*
- c. *Jacqueline Edwards and Rebecca Hirschfeld to the Shade Tree Commission as student members*
- d. *Keval Mehta to the Woodlands Committee as a student member*

All student member appointments begin in September and continue through the end of the school year.

16) COUNCIL REPORTS

17) 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.

18) NEXT STEPS AND PRIORITIES

19) ADJOURNMENT

BOROUGH OF MOUNTAIN LAKES
INTEROFFICE MEMORANDUM

TO: Mitchell Stern, Borough Manager

SUBJECT: Second Quarter 2020 Current Budget Report

DATE: July 31, 2020

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

Revenues:

- Anticipated Surplus – This amount is taken from the 12/31/19 fund balance which was \$2,002,145.10. This is a journal entry that will be made to realize the revenue.
- General Capital Surplus – This amount will be transferred from the general capital bank account after the bond anticipation roll over in October. \$5,000 of the total was a portion of the premium from the bond sale in 2017.
- Liquor Licenses – Since the State extended their fiscal year end to September 30, 2020 the liquor licenses are not due until September 30, 2020.
- Other Fees & Permits – Other Fees and Permits consists of revenue from various departments such as; planning board, zoning board, police department, smoke detectors, and parking permits to name a few. The Borough has realized 88.14% of the budgeted revenue as of 6/30/20, any excess of the budgeted amount will go into the fund balance at year end.
- Court Revenue – The revenue is down due to the COVID pandemic, as of 6/30/20 we have collected 41.64% of our budget. There might be a revenue shortfall in this account by year end.
- Utility Fund Balances – These amounts will be transferred from the water and sewer operating accounts.
- Recreation Fees & Income – Some fees for beach badges were taken in through the recreation credit card system and those funds have not been credited back to this account yet. The total collected and deposited into the recreation trust for beach badges as of 6/30/20 was \$30,517.90. Overall our realized revenue might come in a little under budget due primarily to no sales of guest passes this year.
- Board of Education Field Lease and Board of Education portion of Solid Waste fees – We received the first and second quarters from the Board of Education in July.
- Uniform Construction Code Fees – These fees are based on the number of building permits that are filed and that can vary from year to year. We received \$78,413.00 from Sunrise Development in January.
- All municipalities were notified that the July and August State payments will be sent out, but the schedule for the remaining payments will be released after the passage of the nine-month State budget.
- Receipts Delinquent Tax – The delinquent tax balances as of 12/31/19 was \$398,827.92, an additional \$22,333.51 was added for the 6% year end penalty. We collected \$273,720.51 through 6/30/20 leaving a balance of \$147,440.92.
- The tax collection percentage was 99.06% in the first quarter and 98.53% in the second quarter. This is approximately where the Borough was with collections in 2019. As of the end of the second quarter we have not seen a significant decline in tax payments.

Expenditures:

- Salary and Wages – All of the salary and wage line items have the first pay of July already recorded as an expenditure as of June 30, 2020 therefore, most of the line items are over 50% expended. The Solid Waste salaries and wages is for the recycling attendant who did not start until June. Recreation salaries and wages is primarily for the summer positions. The Recreation Director was discussing extending the lifeguards until Labor Day weekend, funds are available to

transfer from the Recreation other expense budget that will not be spent for the fireworks and the trout derby.

- Finance Other Expenses – The service contract for Municipal Software is paid for the entire year.
- Annual Audit – This budget amount is for the 2019 audit fees. The audit is complete and the balance will be paid soon.
- Tax Assessor Other Expenses – The account is under budget because funds budgeted for review of tax maps has not been spent and the annual software contract has not been paid. The assessor will follow up on this.
- Reserve for Tax Appeals – This amount was transferred into the Reserve account and the invoices are paid out of the Reserve.
- Legal Other Expenses – The encumbrances are for the attorney's retainer for the entire year.
- Engineering Other Expenses – The engineering budget is on target through 6/30/20 we've paid and encumbered invoices through May.
- Board of Adjustment Other Expenses – The legal contract is encumbered for the entire year.
- Uniform Construction Code Other Expenses – The software contract has not been paid for this year, the Construction Official will follow up on this.
- Liability and Workmen's Compensation Insurance– The bills are paid for the year.
- Insurance – Unemployment Compensation – This amount will get transferred to the Unemployment Trust Account. Depending upon the unemployment claims filed during the year we might need to transfer more funds into this account later in the year.
- Traffic and Safety Committee Other Expenses – No requisitions have been put in so far this year.
- Interlocal Services MC Dispatch and Denville Court – The contracts are encumbered for the entire year.
- Shade Tree Commission – The tree removal list has not been determined for the year yet therefore, no amount is encumbered.
- Solid Waste Other Expenses – The entire contract with Suburban Disposal is encumbered for the year.
- Recycling Tax – This tax is paid monthly after we receive the invoice, as of 6/30/20 we are paid through May.
- Building & Grounds – Funds are encumbered as needed.
- Vehicle Repairs & Maintenance – The subaccount for the fire department vehicles is going to be over budget. In March they had to replace a throttle that controls the pump pressure on engine #1 for \$2,295.90. In July for engine #1 they put in a purchase order to replace the valve for front suction to allow the engine to hook up to the fire hydrant in the amount of \$5,570.86. In June there were repairs to engine #2 in the amount of \$2,282.53 for oil pressure, water temperature, and voltmeter gauges; as well as removal and installation of a charger. Their annual maintenance still has to be done which will cost approximately \$3,500.00. The estimated budget overage is \$7,000.00.
- Health Other Expenses – The service contract is encumbered for the entire year.
- Woodland Committee – The committee has not submitted requisitions at this time to purchase any items.
- Park & Playgrounds – The fireworks are more than half of the budget and that will not be spent. There will also be a remaining \$2,500.00 for the trout derby that did not take place this year.
- Aid to Public Library – This is encumbered for the entire year.
- Accumulated Leave Compensation – Funds will be transferred to the trust account before year end.
- Celebration of Public Events – Due to the COVID pandemic the Memorial Day parade and Mountain Lakes day was cancelled, therefore nothing was spent.
- Electricity & Street Lighting – As of June 30, 2020 we have paid the May street lighting bills and the May electrical bills. The bills are paid as we get the invoices.
- Telecommunications – There is a blanket purchase order for the rest of the year for Monmouth Telecom. In addition, \$5,000 will be transferred from the water and sewer budgets to this current budget line item.

- Petroleum Products – The Board of Education will be billed their share of the petroleum costs which usually amounts to about \$9,000.00. In 2019 we had more credits to this account for police outside services jobs. I think this account will go over budget and funds will need to be transferred in November. We will closely monitor this account.
- PERS – The employers' bill was paid in full in April. The remaining funds are for the employers' PERS on the 2020 employee retros.
- PFRS – The employers' bill was paid in full in April. The remaining funds are for the employers' PFRS on the 2020 employee retros.
- Payment of Bond and Notes Principal and Interest are paid according to a schedule of when they come due.
- Deferred Charges – This amount will be transferred to the capital account to fund an old capital ordinance that was never bonded. This is the last year it will need to be budgeted.



Monica Goscicki
Chief Financial Officer

Borough of Mountain Lakes Budget Comparison
Current Fund - Revenue Budgets

Account Number	Description	Activity to 6/30/2020				Total Realized in 2019	Activity to 6/30/2019				
		Budget	Activity	Balance	% Received		Budget	Activity	Balance	% Received	
01-190-07-200-000	AMOUNT TO BE RAISED BY TAXATION	\$6,772,254.82	\$1,460,811.82	\$5,311,443.00	21.57%	\$7,675,080.85	\$0.00	\$6,651,119.00	\$0.00	\$6,651,119.00	0.00%
01-192-08-101-000	ANTICIPATED SURPLUS	\$1,354,338.00	\$0.00	\$1,354,338.00	0.00%	\$1,459,338.00	\$0.00	\$1,459,338.00	\$0.00	\$1,459,338.00	0.00%
01-192-08-101-004	CAPITAL SURPLUS - GENERAL CAPITAL	\$230,000.00	\$0.00	\$230,000.00	0.00%	\$55,000.00	\$55,000.00	\$0.00	\$55,000.00	\$0.00	100.00%
01-192-08-103-000	LICENSES - LIQUOR	\$12,000.00	\$0.00	\$12,000.00	0.00%	\$12,688.00	\$12,688.00	\$0.00	\$12,688.00	-\$688.00	105.73%
01-192-08-104-000	OTHER LICENSES	\$2,000.00	\$1,390.00	\$610.00	69.50%	\$2,530.00	\$500.00	\$0.00	\$4,565.00	-\$4,065.00	913.00%
01-192-08-105-000	FEES & PERMITS	\$31,500.00	\$27,763.20	\$3,736.80	88.14%	\$46,668.99	\$21,500.00	\$19,358.39	\$19,358.39	\$2,141.61	90.04%
01-192-08-106-010	CLERK'S FEES & PERMITS	\$3,500.00	\$1,306.00	\$2,194.00	37.31%	\$8,518.00	\$3,000.00	\$3,000.00	\$3,000.00	-\$19.00	100.63%
01-192-08-110-000	MUNICIPAL COURT FINES & COSTS	\$26,000.00	\$10,826.50	\$15,173.50	41.64%	\$26,088.79	\$31,000.00	\$11,950.35	\$11,950.35	\$19,049.65	38.55%
01-192-08-113-000	INTEREST & COSTS-TAX COLLECTION	\$43,000.00	\$27,058.22	\$15,941.78	62.93%	\$45,443.07	\$42,000.00	\$14,797.00	\$14,797.00	\$27,203.00	35.23%
01-192-08-115-000	INTEREST ON INVESTMENTS	\$20,500.00	\$10,543.65	\$9,956.35	51.43%	\$23,951.61	\$20,500.00	\$12,125.71	\$12,125.71	\$8,374.29	59.15%
01-192-08-116-000	CABLE FRANCHISE FEES	\$18,927.00	\$17,756.00	\$1,171.00	93.81%	\$18,619.00	\$18,619.00	\$0.00	\$18,619.00	\$0.00	100.00%
01-192-08-116-000	UTILITY FUND BALANCES	\$217,190.00	\$0.00	\$217,190.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
01-192-08-118-000	RECREATION FEES & INCOME	\$60,000.00	\$24,665.00	\$35,335.00	41.11%	\$60,678.00	\$60,000.00	\$12,635.00	\$47,365.00	\$12,635.00	78.94%
01-192-08-119-000	RENT FROM RAILROAD STATIONS	\$37,000.00	\$19,096.20	\$17,903.80	51.61%	\$37,080.00	\$33,000.00	\$14,460.00	\$18,540.00	\$14,460.00	56.18%
01-192-08-120-000	T-MOBILE CELL TOWER LEASE	\$67,500.00	\$35,114.16	\$32,385.84	52.02%	\$68,427.60	\$64,000.00	\$30,236.38	\$33,763.62	\$30,236.38	52.76%
01-192-08-121-000	SPRINT/NEXTEL LEASE-1/2 DUE T-MOBILE	\$19,000.00	\$10,980.69	\$8,019.31	57.79%	\$21,641.58	\$18,000.00	\$10,660.86	\$10,660.86	\$7,339.14	59.23%
01-192-08-122-000	BOARD OF EDUCATION-FIELD LEASE	\$45,000.00	\$0.00	\$45,000.00	0.00%	\$45,000.00	\$45,000.00	\$0.00	\$0.00	\$45,000.00	0.00%
01-192-08-123-000	VERIZON GROUND LEASE	\$31,500.00	\$20,293.68	\$11,206.32	64.42%	\$32,065.59	\$29,500.00	\$15,913.44	\$15,913.44	\$13,586.56	53.94%
01-192-08-125-000	SOLID WASTE FEES	\$53,600.00	\$1,020.00	\$52,580.00	1.90%	\$58,826.00	\$53,600.00	\$4,948.00	\$4,948.00	\$48,652.00	9.23%
01-192-08-126-000	TRASH BAG RECEIPTS	\$188,000.00	\$93,662.50	\$94,337.50	49.82%	\$190,105.00	\$186,000.00	\$86,250.00	\$86,250.00	\$99,750.00	46.37%
01-192-08-160-000	UNIFORM CONSTRUCTION CODE FEES	\$183,000.00	\$132,367.00	\$50,633.00	72.33%	\$118,448.00	\$141,000.00	\$82,212.00	\$82,212.00	\$58,788.00	58.31%
01192-08-227-000	RESERVE FOR DEBT SERVICE	\$10,331.00	\$0.00	\$10,331.00	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
01-192-09-000-000	STATE AID REVENUE (NON-GRANT)	\$417,293.00	\$0.00	\$417,293.00	0.00%	\$417,293.00	\$417,293.00	\$0.00	\$0.00	\$417,293.00	0.00%
01-192-10-000-000	FEDERAL & STATE GRANT REVENUE	\$19,245.08	\$19,245.08	\$0.00	100.00%	\$22,998.86	\$22,998.86	\$0.00	\$22,998.86	\$0.00	100.00%
01-192-15-499-000	RECEIPTS DELINQUENT TAX	\$287,281.59	\$273,720.51	\$13,561.08	95.28%	\$230,492.46	\$186,000.00	\$170,537.35	\$170,537.35	\$15,462.65	91.69%
01*192-18-001-000	CURRENT YEAR TAXES RECEIVED	\$0.00	\$16,145,768.68	-\$16,145,768.68				\$0.00	\$15,300,156.59	-\$15,300,156.59	
01-192-20-200-000	UNANTICIPATED REVENUES (MRNA)	\$0.00	\$28,359.97	-\$28,359.97				\$0.00	\$47,628.99	-\$47,628.99	
TOTALS		\$10,149,960.49	\$18,361,748.86	-\$8,211,823.37	180.90%	\$10,676,982.40	\$9,570,967.86	\$15,993,097.16	\$15,993,097.16	-\$6,422,129.30	

Borough of Mountain Lakes Budget Comparison												
Current Fund - Expenditure Budgets												
Account Number	Description	Activity to 6/30/2020					Activity to 6/30/2019					
		Budget	Activity	Encumbered	Balance	% Expended & Encumb.	Total Expended in 2019/2020	Budget	Activity	Encumbered	Balance	% Expended & Encumb.
01-201-20-100-001	GENERAL ADMIN - SALARY & WAGES	\$127,239.00	\$66,178.11	\$0.00	\$61,060.89	52.01%	\$116,046.83	\$124,257.00	\$63,527.56	\$0.00	\$60,729.44	51.13%
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	\$88,600.00	\$24,831.93	\$6,868.33	\$54,899.74	28.03%	\$43,485.75	\$62,000.00	\$17,382.91	\$7,392.40	\$37,224.69	28.04%
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	\$6,000.00	\$999.22	\$275.00	\$4,725.78	16.65%	\$5,186.69	\$4,200.00	\$1,466.84	\$570.00	\$2,163.16	34.92%
01-201-20-120-001	MUNICIPAL CLERK - SALARY/WAGE	\$74,328.00	\$31,670.14	\$0.00	\$42,657.86	42.61%	\$68,817.00	\$77,123.00	\$38,440.37	\$0.00	\$38,682.63	49.84%
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	\$24,400.00	\$3,548.02	\$1,775.68	\$19,076.30	14.54%	\$15,900.80	\$24,100.00	\$3,461.71	\$3,568.32	\$17,069.97	29.17%
01-201-20-130-001	FINANCE - SALARY & WAGE	\$50,410.00	\$32,370.66	\$0.00	\$18,039.34	64.21%	\$55,471.24	\$65,070.00	\$32,215.22	\$0.00	\$32,804.78	49.55%
01-201-20-130-020	FINANCE - OTHER EXPENSES	\$12,325.00	\$5,600.17	\$872.58	\$5,852.25	45.44%	\$9,469.14	\$10,850.00	\$5,174.62	\$2,546.96	\$3,128.42	47.69%
01-201-20-135-020	ANNUAL AUDIT	\$24,383.00	\$6,333.34	\$13,000.00	\$5,049.66	25.97%	\$24,178.00	\$24,178.00	\$6,363.34	\$0.00	\$17,814.66	0.00%
01-201-20-140-020	COMPUTER SERVICES	\$25,500.00	\$8,894.51	\$1,116.39	\$15,489.10	34.88%	\$23,672.22	\$24,500.00	\$6,658.31	\$4,809.67	\$13,032.02	27.18%
01-201-20-145-001	TAX COLLECTOR - SALARY & WAGE	\$35,966.00	\$19,481.84	\$0.00	\$16,484.16	54.17%	\$35,089.00	\$35,089.00	\$19,006.68	\$0.00	\$16,082.32	54.17%
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	\$4,615.00	\$1,923.27	\$1,146.00	\$1,545.73	41.67%	\$2,153.20	\$4,025.00	\$1,323.34	\$0.00	\$2,701.66	32.88%
01-201-20-150-001	TAX ASSESSOR - SALARY & WAGE	\$24,304.00	\$13,164.68	\$0.00	\$11,139.32	54.17%	\$23,711.96	\$23,712.00	\$12,843.96	\$0.00	\$10,868.04	54.17%
01-201-20-150-020	TAX ASSESSOR - OTHER EXPENSES	\$2,600.00	\$0.00	\$0.00	\$2,600.00	0.00%	\$940.65	\$2,600.00	\$940.65	\$0.00	\$1,659.35	36.18%
01-201-20-151-020	RESERVE FOR TAX APPEALS - OTHER EXPENSE	\$222,000.00	\$222,000.00	\$0.00	\$0.00	100.00%	\$100,000.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	100.00%
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	\$132,500.00	\$39,689.96	\$24,999.96	\$67,810.08	29.95%	\$97,858.15	\$132,500.00	\$41,935.18	\$24,999.96	\$65,564.86	31.65%
01-201-20-165-020	ENGINEERING SERVICES	\$47,100.00	\$5,388.92	\$13,175.33	\$28,535.75	11.44%	\$41,137.19	\$34,935.00	\$12,097.61	\$1,944.70	\$20,897.69	40.18%
01-201-21-180-001	PLANNING BOARD - SALARY & WAGE	\$11,326.00	\$5,515.14	\$0.00	\$5,810.86	48.69%	\$10,258.51	\$10,321.00	\$5,268.61	\$0.00	\$5,052.39	51.05%
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	\$12,325.00	\$1,251.13	\$4,604.26	\$6,469.61	10.15%	\$10,139.73	\$11,175.00	\$4,618.64	\$1,753.71	\$4,802.65	41.33%
01-201-21-185-001	BO OF ADJUST - SALARY & WAGE	\$11,326.00	\$5,515.16	\$0.00	\$5,810.84	48.69%	\$13,390.25	\$13,575.00	\$5,268.60	\$0.00	\$5,052.40	51.05%
01-201-21-185-020	BO OF ADJUST - OTHER EXPENSES	\$15,825.00	\$3,391.28	\$7,520.25	\$5,666.32	48.90%	\$13,390.25	\$13,575.00	\$3,990.85	\$9,228.98	\$355.17	97.38%
01-201-22-195-001	UNIFORM CONST CODE-SALARY/WAGE	\$15,924.00	\$7,384.43	\$0.00	\$6,252.72	46.06%	\$9,260.02	\$11,023.00	\$5,129.57	\$0.00	\$6,773.43	45.75%
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	\$11,360.00	\$1,618.13	\$0.00	\$9,741.87	14.24%	\$7,938.08	\$9,235.00	\$5,695.42	\$0.00	\$3,539.58	61.67%
01-201-22-196-001	CODE ENFORCEMENT - SALARY & WAGE	\$44,836.00	\$23,424.49	\$0.00	\$21,411.51	52.24%	\$43,741.99	\$43,742.00	\$23,693.61	\$0.00	\$20,048.39	54.17%
01-201-22-196-020	CODE ENFORCEMENT - OTHER EXPENSE	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	\$0.00	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
01-201-23-210-020	INSURANCE - LIABILITY	\$104,588.00	\$47,678.00	\$45,857.00	\$11,053.00	45.59%	\$90,092.00	\$104,094.00	\$47,236.50	\$43,853.50	\$13,004.00	45.38%
01-201-23-215-020	WORKERS COMPENSATION	\$85,496.00	\$42,748.00	\$42,748.00	\$0.00	50.00%	\$82,546.00	\$82,546.00	\$41,273.00	\$41,273.00	\$0.00	50.00%
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	\$372,525.00	\$171,834.27	\$25,328.67	\$175,362.06	46.13%	\$352,396.10	\$383,704.00	\$281,976.58	\$20,184.04	\$81,543.38	78.75%
01-201-23-225-020	INSURANCE - UNEMPLOYMENT COMPENSATION	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%	\$10,000.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
01-201-25-240-001	POLICE DEPT - SALARY & WAGE	\$1,896,051.00	\$946,404.45	\$0.00	\$949,646.55	49.91%	\$1,876,348.53	\$1,834,759.00	\$958,691.02	\$0.00	\$876,067.98	52.25%
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	\$126,170.00	\$40,193.97	\$21,847.20	\$64,128.83	31.86%	\$87,739.21	\$130,235.00	\$34,716.50	\$23,990.33	\$71,528.17	26.66%
01-201-25-241-020	TRAFFIC & SAFETY COMM. - OE	\$1,600.00	\$0.00	\$0.00	\$1,600.00	0.00%	\$1,464.99	\$1,600.00	\$484.99	\$980.00	\$135.01	30.31%
01-201-25-250-020	INTERLOCAL SERVICES: MC DISPATCH - OE	\$106,190.00	\$53,094.84	\$53,094.85	\$0.31	50.00%	\$106,389.69	\$106,790.00	\$53,194.85	\$53,194.84	\$400.31	49.81%
01-201-25-251-020	INTERLOCAL SERVICES: DENVERVILLE COURT - OE	\$57,708.00	\$28,854.00	\$28,854.00	\$0.00	50.00%	\$56,855.00	\$56,855.00	\$28,427.50	\$28,427.50	\$0.00	50.00%
01-201-25-252-001	EMERGENCY MGMT - SALARY & WAGE	\$5,500.00	\$2,979.21	\$0.00	\$2,520.79	54.17%	\$6,750.00	\$8,000.00	\$4,229.13	\$0.00	\$3,770.87	52.86%
01-201-25-252-020	EMERGENCY MGMT - OTHER EXPENSE	\$4,925.00	\$0.00	\$1,380.70	\$3,544.30	0.00%	\$1,189.08	\$4,100.00	\$76.00	\$181.42	\$3,842.58	1.85%
01-201-25-255-001	FIRE DEPT - SALARY & WAGE	\$7,841.00	\$4,062.50	\$0.00	\$3,778.50	51.81%	\$7,500.00	\$7,650.00	\$4,062.50	\$0.00	\$3,587.50	53.10%
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	\$31,500.00	\$5,009.95	\$2,271.58	\$24,218.47	15.90%	\$17,891.04	\$31,500.00	\$4,576.17	\$1,001.19	\$25,922.64	14.53%
01-201-25-260-020	VOL. AMBULANCE SQUAD CONTRIB	\$15,000.00	\$7,500.00	\$7,500.00	\$0.00	100.00%	\$15,000.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
01-201-25-266-001	FIRE DEPT - SAFETY - SALARY & WAGE	\$15,269.00	\$8,270.72	\$0.00	\$6,998.28	54.17%	\$15,006.00	\$15,006.00	\$8,128.28	\$0.00	\$6,877.72	54.17%
01-201-25-266-020	FIRE DEPT - SAFETY - OTHER EXP	\$1,500.00	\$469.34	\$0.00	\$1,030.66	31.29%	\$1,301.49	\$1,500.00	\$1,145.00	\$156.50	\$198.50	86.77%
01-201-26-290-001	STREETS & ROADS - SALARY/WAGE	\$362,557.00	\$171,236.97	\$0.00	\$191,220.03	47.23%	\$355,996.46	\$358,186.00	\$201,976.03	\$0.00	\$156,209.97	56.39%
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	\$219,325.00	\$58,838.36	\$45,303.34	\$115,183.30	26.83%	\$196,328.81	\$249,650.00	\$100,570.41	\$42,307.92	\$106,771.67	40.28%
01-201-26-300-020	SHADE TREE COMMISSION - O/E	\$71,400.00	\$140.00	\$0.00	\$71,260.00	0.20%	\$63,598.14	\$91,520.00	\$633.14	\$5,125.00	\$85,761.86	0.69%
01-201-26-305-001	SOLID WASTE - SALARY & WAGES	\$22,500.00	\$1,485.00	\$0.00	\$21,015.00	6.60%	\$5,379.05	\$7,244.00	\$3,625.17	\$0.00	\$3,618.83	50.04%
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	\$634,550.00	\$259,217.59	\$268,729.85	\$106,602.56	40.85%	\$601,767.66	\$621,500.00	\$195,458.92	\$291,435.29	\$134,605.79	31.45%
01-201-26-306-020	RECYCLING TAX	\$4,700.00	\$1,469.34	\$0.00	\$3,230.66	31.26%	\$3,784.32	\$4,700.00	\$0.00	\$0.00	\$4,700.00	0.00%

Borough of Mountain Lakes Budget Comparison
Current Fund - Expenditure Budgets

Account Number	Description	Activity to 6/30/2020				Activity to 6/30/2019				% Expend. & Encumb.	% Expend.	% Expend. & Encumb.
		Budget	Activity	Encumbered	Balance	Total Expended in 2019/2020	Budget	Activity	Encumbered			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	\$32,600.00	\$7,161.80	\$2,471.37	\$22,966.83	21.97%	\$1,187.57	\$4,525.00	\$13,030.87	20.56%	41.04%	
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	\$53,000.00	\$2,048.92	\$2,151.47	\$28,799.61	41.60%	\$1,154.45	\$13,839.53	\$23,373.24	27.41%	53.72%	
01-201-27-330-001	BOARD OF HEALTH - SALARY/WAGE	\$5,000.00	\$2,708.29	\$0.00	\$4,999.92	54.17%	\$4,999.92	\$0.00	\$2,791.71	54.17%	54.17%	
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	\$26,192.00	\$6,548.00	\$19,644.00	\$0.00	25.00%	\$25,678.00	\$12,839.00	\$0.00	50.00%	100.00%	
01-201-27-335-020	ENVIRONMENTAL COMM. - OTHER EXPENSE	\$9,400.00	\$679.48	\$3,222.25	\$5,498.27	7.23%	\$2,799.51	\$228.76	\$8,481.24	2.63%	2.63%	
01-201-27-337-020	WOODLAND COMMITTEE - OTHER EXPENSE	\$900.00	\$0.00	\$0.00	\$900.00	0.00%	\$266.16	\$0.00	\$633.84	29.57%	29.57%	
01-201-27-340-020	DOG REGULATION - OTHER EXPENSE	\$2,500.00	\$2,500.00	\$0.00	\$0.00	100.00%	\$2,500.00	\$0.00	\$2,000.00	0.00%	0.00%	
01-201-28-370-001	RECREATION DEPT. - SALARY/WAGE	\$93,366.00	\$17,047.20	\$0.00	\$76,318.80	18.26%	\$77,693.51	\$0.00	\$2,431.25	41.52%	41.52%	
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	\$35,375.00	\$2,211.52	\$1,563.08	\$31,600.40	6.25%	\$24,178.69	\$2,059.42	\$11,748.54	60.32%	66.24%	
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	\$155,750.00	\$35,475.79	\$47,524.66	\$72,749.55	22.78%	\$114,565.40	\$44,413.30	\$72,711.34	21.26%	51.13%	
01-201-29-390-020	AID TO PUBLIC LIBRARY	\$298,015.00	\$173,842.06	\$124,172.94	\$0.00	58.33%	\$274,292.00	\$114,288.30	\$0.00	58.33%	100.00%	
01-201-30-415-010	ACCUMULATED LEAVE COMPENSATION - S&W	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%	\$10,000.00	\$0.00	\$0.00	100.00%	100.00%	
01-201-30-470-020	CELEBRATION OF PUBLIC EVENTS - O/E	\$6,250.00	\$0.00	\$0.00	\$6,250.00	0.00%	\$6,859.02	\$0.00	\$640.98	91.45%	91.45%	
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	\$53,025.00	\$16,150.46	\$205.81	\$36,668.73	30.46%	\$46,850.74	\$7.53	\$38,346.72	26.94%	26.96%	
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	\$47,940.00	\$16,300.65	\$2,935.32	\$28,704.03	34.00%	\$42,491.81	\$0.00	\$36,973.59	21.33%	21.33%	
01-201-31-437-020	NATURAL GAS	\$25,250.00	\$11,808.54	\$1,259.63	\$12,181.83	46.77%	\$24,540.25	\$13,899.09	\$0.00	55.60%	55.60%	
01-201-31-440-020	TELECOMMUNICATIONS	\$22,725.00	\$11,655.83	\$8,216.12	\$2,853.05	51.29%	\$20,316.24	\$11,915.97	\$2,280.77	52.96%	89.86%	
01-201-31-447-020	PETROLEUM PRODUCTS	\$37,875.00	\$13,098.33	\$11,022.27	\$13,754.40	34.58%	\$24,536.36	\$10,568.07	\$4,611.54	59.52%	87.70%	
01-201-31-456-010	RESERVE FOR SALARY ADJUSTMENT	\$15,500.00	\$0.00	\$0.00	\$15,500.00	0.00%	\$0.00	\$0.00	\$15,500.00	0.00%	0.00%	
01-201-36-471-020	PEPS	\$124,823.00	\$122,230.62	\$0.00	\$2,592.38	97.92%	\$152,026.04	\$652.41	\$1,535.07	98.57%	98.99%	
01-201-36-472-020	SOCIAL SECURITY (O.A.S.I.)	\$112,357.00	\$68,265.95	\$0.00	\$44,091.05	60.76%	\$111,112.75	\$60,047.92	\$51,395.08	53.88%	53.88%	
01-201-36-475-000	PFRS - CONTRIBUTION	\$443,314.00	\$442,664.00	\$0.00	\$650.00	99.85%	\$416,993.75	\$416,617.00	\$298.54	99.89%	99.93%	
01-201-36-476-020	LENGTH OF SVS AWARDS (LOSAP)	\$22,500.00	\$0.00	\$0.00	\$22,500.00	0.00%	\$18,400.00	\$0.00	\$22,500.00	0.00%	0.00%	
01-201-36-477-020	DCRP - EMPLOYER	\$6,500.00	\$3,286.59	\$0.00	\$3,211.41	50.59%	\$7,129.60	\$0.00	\$2,500.00	0.00%	0.00%	
01-201-41-700-000	GRANT EXPENDITURES	\$19,245.08	\$19,245.08	\$0.00	\$0.00	100.00%	\$22,998.86	\$0.00	\$2,914.58	47.01%	47.01%	
01-201-44-901-020	CAPITAL IMPROVEMENT FUND	\$412,582.00	\$0.00	\$0.00	\$412,582.00	0.00%	\$148,198.00	\$0.00	\$0.00	100.00%	100.00%	
01-201-45-920-020	PAYMENT OF BOND PRINCIPAL	\$1,020,000.00	\$200,000.00	\$0.00	\$820,000.00	19.61%	\$1,020,000.00	\$200,000.00	\$0.00	100.00%	100.00%	
01-201-45-925-020	PAYMENT OF BAN PRINCIPAL	\$89,485.00	\$0.00	\$0.00	\$89,485.00	0.00%	\$0.00	\$0.00	\$820,000.00	19.61%	19.61%	
01-201-45-930-020	INTEREST ON BONDS	\$191,225.00	\$96,362.50	\$0.00	\$94,662.50	50.39%	\$228,425.00	\$0.00	\$113,462.50	50.33%	50.33%	
01-201-45-935-020	INTEREST ON NOTES	\$20,885.59	\$0.00	\$0.00	\$12,982.00	0.00%	\$0.00	\$0.00	\$0.00	100.00%	100.00%	
01-201-46-880-020	DEFERRED CHARGES	\$1,460,811.82	\$1,460,811.82	\$0.00	\$0.00	100.00%	\$1,455,361.00	\$0.00	\$1,455,361.00	0.00%	0.00%	
01-201-50-899-020	RESERVE FOR UNCOLLECTED TAXES	\$10,149,960.49	\$5,184,120.47	\$844,657.89	\$4,121,187.13	51.08%	\$9,177,370.15	\$826,383.55	\$4,807,717.79	41.13%	49.77%	
TOTALS												

BOROUGH OF MOUNTAIN LAKES
INTEROFFICE MEMORANDUM

TO: Mitchell Stern, Borough Manager

SUBJECT: Second Quarter 2020 Water Budget Report
Second Quarter 2020 Sewer Budget Report

DATE: July 30, 2020

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

Water Operating:

- The total Water Operating budget for 2020 is \$868,650.00, of that amount \$763,000.00 is from water usage fees. Two quarters' revenue of the water usage fees would be \$381,500.00 as of June 30, 2020 we've received \$262,782.12. Our receipts for the second quarter were \$121,592.64. The Borough's biggest collections for water usage fees are in the third and fourth quarters because of the yard usage that is billed.
- The expenditures paid or charged as of 6/30/20 are approximately 46.03% of the total budget. The entire pension bill for the year has been paid.

Sewer Operating:

- The total Sewer Operating budget is \$898,566.00, of that amount \$860,000.00 is from sewer usage fees. Two quarters' revenue from the sewer operating fees would be \$440,000.00. As of June 30, 2020, we've received \$450,251.63. Our receipts for the second quarter were \$211,577.20.
- The expenditures paid or charged as of 6/30/20 are 74.76% of the total budget. They are in excess of 50% of the budget because there are a number of blanket purchase orders currently encumbered and the entire pension bill has been paid for 2020.


Monica Gosicki
Chief Financial Officer

Borough of Mountain Lakes

Water Operating - Revenue Budgets

Account Number	Description	Activity to 6/30/2020			Total Realized in 2019	Activity to 6/30/2019			
		Budget	Activity	Balance		% Received	Budget	Activity	Balance
05-192-08-501-000	ANTICIPATED SURPLUS	\$105,650.00	\$0.00	\$105,650.00	0.00%	\$109,342.00	\$0.00	\$109,342.00	0.00%
05-192-17-000-000	WATER OPERATING REVENUES	\$763,000.00	\$262,782.12	\$500,217.88	34.44%	\$817,818.76	\$245,238.71	\$510,207.29	32.46%
05-192-17-100-000	MRNA - INTEREST EARNED	\$0.00	\$9,993.89	-\$9,993.89		\$1,556.55	\$732.90	-\$732.90	
TOTALS		\$868,650.00	\$272,776.01	\$595,873.99	\$928,717.31	\$864,788.00	\$245,971.61	\$618,816.39	\$618,816.39

Water Operating - Expenditure Budgets

Account Number	Description	Activity to 6/30/2020			% Expended	Activity to 6/30/2019			% Expended		
		Budget	Activity	Encumbered		Balance	Total Expended in 2019/2020	Budget		Activity	Encumbered
05-201-55-510-001	Water Operating - Salary & Wages	\$429,491.00	\$210,861.67	\$0.00	49.10%	\$407,887.44	\$424,373.00	\$220,227.53	\$0.00	\$204,145.47	51.89%
05-201-55-520-520	Water Operating - Other Expenses	\$374,352.00	\$113,666.94	\$43,501.52	41.98%	\$334,644.84	\$372,227.00	\$84,327.27	\$47,019.81	\$240,879.92	35.29%
05-201-55-527-000	Water - Capital Outlay	\$15,000.00	\$0.00	\$0.00	0.00%	\$5,400.00	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
05-201-55-531-000	Water - Social Security	\$32,856.00	\$15,241.91	\$0.00	46.39%	\$30,103.19	\$32,465.00	\$16,139.65	\$0.00	\$16,325.35	49.71%
05-201-55-532-000	Water - P.E.R.S.	\$16,951.00	\$16,599.22	\$0.00	97.92%	\$20,426.12	\$20,723.00	\$20,426.12	\$0.00	\$296.88	98.57%
TOTALS		\$868,650.00	\$356,369.74	\$43,501.52	\$468,778.74	\$798,461.59	\$864,788.00	\$341,120.57	\$47,019.81	\$476,647.62	44.88%

Borough of Mountain Lakes

Sewer Operating - Revenue Budgets

Account Number	Description	Activity to 6/30/2020				Activity to 6/30/2019			
		Budget	Activity	Balance	% Received	Total Realized In 2019	Budget	Activity	Balance
07-192-08-501-000	ANTICIPATED SURPLUS	\$18,566.00	\$0.00	\$18,566.00		\$0.00	\$0.00	\$0.00	
07-192-17-000-000	SEWER OPERATING REVENUES	\$860,000.00	\$433,625.61	\$426,374.39	50.42%	\$869,623.55	\$399,950.83	\$473,227.17	45.80%
07-192-17-001-000	SEWER - MISCELLANEOUS FEES	\$20,000.00	\$16,626.02	\$3,373.98	83.13%	\$121,771.66	\$7,280.64	\$19,719.36	26.97%
TOTALS		\$898,566.00	\$450,251.63	\$448,314.37	50.11%	\$991,395.21	\$407,231.47	\$492,946.53	45.24%

Sewer Operating - Expenditure Budgets

Account Number	Description	Activity to 6/30/2020				Activity to 6/30/2019						
		Budget	Activity	Encumbered	Balance	% Expended	Total Expended in 2019/2020	Budget	Activity	Encumbered	Balance	% Expended
07-201-55-510-001	Sewer Operating - Salary & Wages	\$237,650.00	\$113,060.78	\$0.00	\$124,589.22	47.57%	\$225,612.77	\$247,394.00	\$130,323.13	\$0.00	\$117,070.87	52.68%
07-201-55-520-520	Sewer Operating - Other Expenses	\$620,407.00	\$286,140.27	\$252,376.55	\$81,890.18	86.80%	\$585,192.99	\$608,787.00	\$219,507.98	\$221,725.04	\$167,553.98	72.48%
07-201-55-527-000	Sewer Operating - Capital Outlay	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00	0.00%
07-201-55-531-000	Sewer Operating - Social Security	\$18,181.00	\$8,098.16	\$0.00	\$10,082.84	44.54%	\$16,598.79	\$18,926.00	\$9,563.52	\$0.00	\$9,362.48	50.53%
07-201-55-532-000	Sewer Operating - P.E.R.S.	\$12,328.00	\$12,072.16	\$0.00	\$255.84	97.92%	\$14,855.36	\$15,071.00	\$14,855.36	\$0.00	\$215.64	98.57%
TOTALS		\$898,566.00	\$419,371.37	\$252,376.55	\$226,818.08	74.76%	\$842,259.91	\$900,178.00	\$374,249.99	\$221,725.04	\$304,202.97	66.21%

Borough of Mountain Lakes
Water and Sewer - Billing and Revenue
Second Quarter 2020

	April	May	June
Water:			
Beginning Balance	\$18,337.77	\$72,889.06	\$20,515.07
Adjustments (+/-)			
Billed - Including Adjustments	\$116,374.61	\$2,851.65	\$388.53
Receipts - Including Adjustments	-\$61,823.32	-\$55,225.64	-\$10,158.07
Ending Balance	\$72,889.06	\$20,515.07	\$10,745.53
Sewer:			
Beginning Balance	\$52,537.75	\$149,007.02	\$60,333.98
Adjustments (+/-)			
Billed - Including Adjustments	\$198,216.84	\$3,609.87	-\$2,895.12
Receipts - Including Adjustments	-\$101,747.57	-\$92,282.91	-\$17,064.99
Ending Balance	\$149,007.02	\$60,333.98	\$40,373.87

Water and Sewer Billing by Quarter 2013-2020
In Gallons

	1Q		2Q		3Q		4Q		Total		Total Water & Sewer	Total Water Res & Comm
	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer	Water	Sewer		
2013												
Residential	23,935,314.12	23,686,518.92	28,201,059.32	26,465,732.04	27,753,454.56	27,001,854.76	25,645,581.48	25,090,318.64	105,535,409.48	102,244,424.36	207,779,833.84	105,535,409.48
Yard	62,996.56	-	11,531,301.00	-	15,032,515.64	-	144,900.24	-	26,771,713.44	-	26,771,713.44	26,771,713.44
Commercial	2,962,869.68	3,094,069.68	3,206,565.00	5,090,365.08	22,629,530.00	20,117,161.12	3,673,481.96	3,967,981.96	32,472,446.64	32,269,577.84	64,742,024.48	32,472,446.64
	26,961,180.36	26,780,588.60	42,938,925.32	31,556,097.12	65,415,500.20	47,119,015.88	29,463,963.68	29,038,300.60	164,779,569.56	134,514,002.20	299,293,571.76	138,007,856.12
2014												
Residential	25,980,397.32	24,885,773.72	23,574,126.28	23,060,619.60	29,409,547.12	28,250,088.52	24,491,385.04	24,121,539.60	103,455,455.76	100,318,021.44	203,773,477.20	103,455,455.76
Yard	86,827.84	-	10,554,092.84	-	18,132,628.72	-	156,067.68	-	28,929,617.08	-	28,929,617.08	28,929,617.08
Commercial	3,456,493.96	3,617,343.96	1,949,776.00	3,445,730.20	4,214,470.00	4,198,476.88	2,319,416.00	3,874,224.80	11,940,155.96	15,135,775.84	27,075,931.80	11,940,155.96
	29,523,719.12	28,503,117.68	36,077,995.12	26,506,349.80	51,756,645.84	32,448,565.40	26,966,868.72	27,995,764.40	144,325,228.80	115,453,797.28	259,779,026.08	115,395,611.72
2015												
Residential	26,103,722.04	25,212,817.04	27,215,618.72	26,066,436.28	31,359,052.64	29,622,529.00	29,374,097.04	28,844,291.68	114,052,490.44	109,746,074.00	223,798,564.44	114,052,490.44
Yard	15,596.04	-	13,772,653.24	-	20,890,566.40	-	266,534.84	-	34,945,350.52	-	34,945,350.52	34,945,350.52
Commercial	3,700,402.04	3,862,147.04	4,061,678.84	2,626,488.12	6,871,637.44	4,717,580.00	3,437,850.28	3,615,369.68	18,071,568.60	14,821,584.84	32,893,153.44	18,071,568.60
	29,819,720.12	29,074,964.08	45,049,950.80	28,692,924.40	59,121,256.48	34,340,109.00	33,078,482.16	32,459,661.36	167,069,409.56	124,567,658.84	291,637,068.40	132,124,059.04
2016												
Residential	17,993,622.04	18,346,543.28	29,706,092.56	28,687,308.08	32,663,837.32	31,481,829.24	23,951,436.80	24,309,167.04	104,314,988.72	102,824,847.64	207,139,836.36	104,314,988.72
Yard	29,381.44	-	19,739,595.16	-	22,902,957.24	-	572,504.24	-	43,244,438.08	-	43,244,438.08	43,244,438.08
Commercial	2,196,989.00	2,263,151.00	4,798,475.44	4,109,352.36	6,218,734.84	4,271,294.80	2,759,778.44	2,946,819.44	15,973,977.72	13,590,617.60	29,564,595.32	15,973,977.72
	20,219,992.48	20,609,694.28	54,744,163.16	32,796,660.44	61,785,529.40	35,753,124.04	27,283,719.48	27,255,986.48	163,553,404.52	116,415,465.24	279,948,869.76	120,288,866.44
2017												
Residential	22,830,865.00	22,888,733.84	25,549,138.96	24,771,044.08	25,109,834.20	24,246,142.36	21,901,129.88	22,293,119.52	95,390,968.04	94,199,039.80	189,590,007.84	95,390,968.04
Yard	155,968.52	-	13,895,956.68	-	16,339,274.68	-	178,372.04	-	30,529,571.92	-	30,529,571.92	30,529,571.92
Commercial	3,139,238.04	3,363,538.04	3,609,992.88	3,263,013.28	3,604,578.64	3,183,025.80	3,130,120.96	3,315,706.04	13,483,930.52	13,125,283.16	26,609,213.68	13,483,930.52
	26,126,071.56	26,252,271.88	43,015,088.52	28,034,057.36	45,053,687.52	27,429,168.16	25,209,622.88	25,608,825.56	139,404,470.48	107,324,322.96	246,728,793.44	108,874,898.56
2018												
Residential	22,446,514.44	23,300,720.20	21,776,923.76	21,640,726.32	27,307,292.16	26,872,337.56	20,798,653.72	21,224,128.40	92,329,384.08	93,037,912.48	185,367,296.56	92,329,384.08
Yard	33,709.00	-	12,321,982.44	-	17,196,510.32	-	19,100.00	-	29,573,301.76	-	29,573,301.76	29,573,301.76
Commercial	3,226,183.48	3,147,937.00	5,651,948.24	3,187,636.00	5,885,141.04	4,933,749.80	3,068,505.36	3,229,948.36	17,831,778.12	14,499,271.16	32,331,049.28	17,831,778.12
	25,706,406.92	26,448,657.20	39,750,854.44	24,828,362.32	50,390,943.52	31,806,087.36	23,886,259.08	24,454,076.76	139,734,463.96	107,537,183.64	247,271,647.60	110,161,162.20
2019												
Residential	20,962,108.84	20,860,361.96	22,743,753.68	22,384,406.92	26,179,373.44	24,992,783.76	24,748,316.12	24,986,100.32	94,633,552.08	93,223,652.96	187,857,205.04	94,633,552.08
Yard	-	-	9,717,477.60	-	17,016,834.56	-	4,488.00	-	26,738,800.16	-	26,738,800.16	26,738,800.16
Commercial	3,184,787.68	3,271,117.96	5,732,355.40	4,905,997.76	7,939,715.84	6,659,473.88	3,954,193.24	3,843,173.24	20,811,052.16	18,679,762.84	39,490,815.00	20,811,052.16
	24,146,896.52	24,131,479.92	38,199,586.68	27,290,404.68	51,135,923.84	31,652,257.64	28,706,997.36	28,829,273.56	142,183,404.40	111,903,415.80	254,086,820.20	115,444,604.24
2020												
Residential	15,901,849.88	17,705,309.64	28,417,748.60	26,505,730.76	-	-	-	-	45,319,598.48	44,211,040.40	89,530,638.88	45,319,598.48
Yard	-	-	12,723,972.08	-	-	-	-	-	12,723,972.08	-	12,723,972.08	12,723,972.08
Commercial	4,347,081.56	4,086,096.56	3,583,187.12	2,371,519.76	-	-	-	-	7,930,268.68	6,457,616.32	14,387,885.00	7,930,268.68
	21,248,931.44	21,791,406.20	44,724,907.80	28,877,250.52	-	-	-	-	65,973,839.24	50,668,656.72	116,642,495.96	53,249,867.16

Note:

1st Quarter use is January-March current year

2nd Quarter use is April-June current year

3rd Quarter use is July-September current year

4th Quarter use is October-December current year

Borough of Mountain Lakes
2020 Reserve Accounts

	Balance 12/31/2019	1st Qtr 2020		2nd Qtr 2020		3rd Qtr 2020		4th Qtr 2020		Balance
		Increases	Decreases	Increases	Decreases	Increases	Decreases	Increases	Decreases	
Reserve for Tax Appeals	\$252,303.08 **		\$15,648.00	\$222,000.00	\$334,423.83					\$124,231.25
Reserve for Storm Recovery	\$248,470.10	\$2,000.00		***	\$18,106.53					\$232,363.57
Reserve for Accum. Absences	\$50,000.00									\$50,000.00
Reserve for Liability Insurance	\$50,000.00									\$50,000.00
Capital Improvement Fund	\$67,944.91				\$33,908.00					\$34,036.91
Premium on Bonds	\$91,339.90 *									\$91,339.90

* Premium on Bonds is part of the General Capital Fund Balance. The balance as of 12/31/2019 is the premium from the 2017 bond sale.

** \$216,429.08 of the Reserve for Tax Appeals balance at 12/31/19 is for the settled tax appeal for Fairfield Industries. The final payment is due May 2020.

*** \$2,000.00 donation from Bella Memorial Fund Inc. for Covid 19. State informed municipalities that their Reserve for Storm Recovery could be used for Covid 19 expenses.

Borough of Mountain Lakes			
Fund Number	Capital and Trust Accounts		Cash Balance 6/30/2020
4	General Capital		\$ 567,533.84
	Subaccounts - Part of the cash balance		
	Capital Improvement Fund Balance	34,036.91	
	Premium on Bonds - Part of Fund Balance	91,339.90	
6	Water Capital		\$ 13,905.58
8	Sewer Capital		\$ 39,682.87
12	Payroll Agency		\$ 23,100.80
13	Animal Control		\$ 5,555.03
14	Unemployment		\$ 20,441.17
17	Developer's Escrow		\$ 239,100.02
18	Other Trust		\$ 452,074.02
	Subaccounts:		
	Reserve for Municipal Alliance	7,674.76	
	Reserve for Parking Offenses Adj. Act	212.69	
	Fire Marshall Trust	4,314.76	
	Tax Sale Premiums	98,600.00	
	Video Systems for Police Cars	875.00	
	Reserve for Accumulated Absences	50,000.00	
	Reserve for Storm Recovery	239,073.57	
	Reserve for Liability Insurance	50,000.00	
19	Police Outside Services		\$ 85,517.43
20	Affordable Housing		\$ 1.64
23	Police Forfeiture of Assets		\$ 3,682.68
26	Flexible Spending		\$ 3,189.58
32	Shade Tree		\$ 4,436.39
33	Recreation		\$ 331,147.03
	Subaccounts:		
	Historic Preservation Comm.	28,861.71	
	Mountain Lakes Centennial Comm.	15,997.97	
	Spruce Edge Parks/Walkways	14,414.44	
	Various Recreation Programs	271,872.91	
49	Net Payroll		23.67

Capital Ordinances

Activity to 06/30/2020

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

Matching: 0421555976000 to 0421555980001

Account Number	Description	Budget	Activity	Encumbered	Balance
2012 Bond Ordinance 17-12					
04-215-55-976-000					
04-215-55-976-010	Facility Improvements	202,000.00	134,823.50	59,413.56	7,762.94
04-215-55-976-011	Borough Computer	15,000.00	15,000.00	-	-
04-215-55-976-012	Road Resurfacing	285,000.00	285,000.00	-	-
04-215-55-976-013	Reconstruction of Curbs & Sidewalks	110,000.00	110,000.00	-	-
04-215-55-976-014	Stormwater Drainage System	65,000.00	65,000.00	-	-
04-215-55-976-015	Water Supply - Well #4, hydrants, shed	141,000.00	141,000.00	-	-
04-215-55-976-016	Equipment Purchases	93,425.00	93,425.00	-	-
		911,425.00	844,248.50	59,413.56	7,762.94
2013 Capital Program					
04-215-55-977-000					
04-215-55-977-001	Acquisition of Various Equipment	91,600.00	91,600.00	-	-
04-215-55-977-002	Improvement of Municipal Facilities	171,700.00	171,700.00	-	-
04-215-55-977-003	Various Road Improvements	110,000.00	110,000.00	-	-
04-215-55-977-004	Const. & Reconst. of Curbs & Sidewalks	110,000.00	110,000.00	-	-
04-215-55-977-005	Storm Water Drainage Improvements	65,000.00	65,000.00	-	-
04-215-55-977-006	Imp. of Water Supply and Dist. System	79,500.00	79,500.00	-	-
04-215-55-977-007	Vehicular Equipment Refurbishment	17,000.00	17,000.00	-	-
		644,800.00	644,800.00	-	-
2014 CAPITAL PROGRAM					
04-215-55-978-000					
04-215-55-978-001	ACQUISITION OF VARIOUS EQUIPMENT	80,100.00	80,100.00	-	-
04-215-55-978-002	IMPROVEMENT OF MUNICIPAL FACILITIES	251,000.00	251,000.00	-	-
04-215-55-978-003	ACQUISITION OF COMPUTER EQUIPMENT	4,000.00	4,000.00	-	-
04-215-55-978-004	VARIOUS ROAD IMPROVEMENTS	406,300.00	406,300.00	-	-
04-215-55-978-005	CONST & RECONST OF CURBS & SIDEWALKS	100,000.00	100,000.00	-	-
04-215-55-978-006	IMPROVEMENT OF STORM WATER DRAINAGE SYS	65,000.00	65,000.00	-	-
04-215-55-978-007	IMPROV OF WATER SUPPLY & DISTRIBUTION	30,000.00	29,907.80	92.20	-
		936,400.00	936,307.80	92.20	-

Capital Ordinances

Activity to 06/30/2020

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

Matching: 0421555976000 to 0421555986001

Account Number	Description	Budget	Activity	Encumbered	Balance
2014 CAPITAL ORDINANCE 07-14					
04-215-55-979-000	IMPROVEMENT OF BRIARCLIFF RD & CRANE RD	230,000.00	230,000.00	-	-
		230,000.00	230,000.00	-	-
2015 CAPITAL ORDINANCE 07-15					
04-215-55-980-000	FIRE DEPT EQUIPMENT	20,000.00	20,000.00	-	-
04-215-55-980-002	IMPROVEMENTS OF VARIOUS ROADS	390,000.00	390,000.00	-	-
04-215-55-980-003	STORM WATER DRAINAGE SYS & WATER SUPPLY	65,000.00	65,000.00	-	-
		475,000.00	475,000.00	-	-
2015 CAPITAL ORDINANCE 09-15					
04-215-55-981-000	FIRE DEPT EQUIPMENT	5,000.00	5,000.00	-	-
04-215-55-981-002	COMPUTER EQUIPMENT	15,000.00	15,000.00	-	-
		20,000.00	20,000.00	-	-
2016 CAPITAL ORDINANCE 06-16					
04-215-55-982-001	Police - Recording System	3,500.00	3,500.00	-	-
04-215-55-982-002	Police - Pole Cameras	18,500.00	18,500.00	-	-
04-215-55-982-003	Fire - General Equipment	25,000.00	25,000.00	-	-
04-215-55-982-004	Public Works - Street Signs	18,000.00	18,000.00	-	-
04-215-55-982-005	CERT/Police - Radios	5,000.00	5,000.00	-	-
04-215-55-982-006	Public Works - Road Paving	270,000.00	270,000.00	-	-
04-215-55-982-007	Public Works - Road Paving State Aid	160,000.00	160,000.00	-	-
04-215-55-982-008	Public Works - Curbs & Sidewalks	50,000.00	50,000.00	-	-
04-215-55-982-009	Public Works - Storm Drain System	38,000.00	32,458.76	-	5,541.24
04-215-55-982-010	Water Utility - Insertion Valve	23,000.00	23,000.00	-	-
04-215-55-982-011	Water Utility - Hydrant Replacement	12,000.00	12,000.00	-	-
04-215-55-982-012	Public Works - Jet Vac	16,000.00	16,000.00	-	-
04-215-55-982-013	Bldgs & Grds - Borough Hall Roof	35,000.00	35,000.00	-	-
04-215-55-982-014	Bldgs & Grds - Railroad Station Steps	55,000.00	23,550.75	-	31,449.25
04-215-55-982-015	Bldgs & Grds - Esplanade Steps	12,000.00	12,000.00	-	-

Capital Ordinances

Activity to 06/30/2020

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

Matching: 0421555976000 to 0421555988001

Account Number	Description	Budget	Activity	Encumbered	Balance
04-215-55-982-016	Recreation - Midvale Boat Dock	15,000.00	15,000.00	-	-
04-215-55-982-017	Public Works - Blvd Traf. Light Generato	6,000.00	6,000.00	-	-
04-215-55-982-018	Recreation - Midvale Park Improvements	26,000.00	20,535.00	-	5,465.00
04-215-55-982-019	Manager - Annual Computer Upgrades	17,100.00	11,200.58	-	5,899.42
04-215-55-982-020	Manager - Server Upgrade - ECM	45,000.00	30,700.45	-	14,299.55
04-215-55-982-021	Police - Scheduling Software	3,300.00	3,300.00	-	-
04-215-55-982-022	Recreation - Island Beach Improv.	641,350.00	401,230.39	50,655.10	189,464.51
04-215-55-982-023	Recreation - Birchwood Lake Improv.	716,250.00	614,045.00	-	102,205.00
04-215-55-982-024	Sec.20 - Architect & Eng. Beach Projects	165,400.00	161,189.05	-	4,210.95
04-215-55-982-025	Public Works - HD Pick-up	52,000.00	52,000.00	-	-
2017 CAPITAL ORDINANCE 05-17		2,428,400.00	2,019,209.98	50,655.10	358,534.92
04-215-55-983-000	Police - Dash Cam System	57,300.00	48,161.27	-	9,138.73
04-215-55-983-002	Fire - Personal Protective Gear (6 sets)	7,488.00	7,488.00	-	-
04-215-55-983-003	Fire - Pagers (2)	900.00	900.00	-	-
04-215-55-983-004	Fire - Positive Pressure Fan	4,900.00	-	-	4,900.00
04-215-55-983-005	Public Works-Street Sign Replacement	18,000.00	16,357.94	-	1,642.06
04-215-55-983-006	Public Works - Pollard Rd. Paving	50,000.00	50,000.00	-	-
04-215-55-983-007	Public Works - Road Milling @Gas Co Proj	25,000.00	25,000.00	-	-
04-215-55-983-008	Public Works - Pollard Rd. Water Main	375,000.00	375,000.00	-	-
04-215-55-983-009	Bldg & Grds-Eng & Design Sunset Lake Dam	99,000.00	77,958.90	-	21,041.10
04-215-55-983-010	Public Works - Aeration System-Birchwood	20,000.00	20,000.00	-	-
04-215-55-983-011	Public Works-Pick up Truck Replacement-2	43,000.00	43,000.00	-	-
04-215-55-983-012	Fire - Jaws of Life & Telescopic Ram	11,712.00	11,712.00	-	-
2018 CAPITAL ORDINANCE 4-18		712,300.00	675,578.11	-	36,721.89
04-215-55-984-000	Police Weapon Replacement	10,000.00	5,932.95	4,067.05	-
04-215-55-984-002	Fire Personal Protective Gear	9,600.00	9,600.00	-	-
04-215-55-984-003	Fire Pager Replacement	900.00	900.00	-	-
04-215-55-984-004	Fire Other Equipment	4,900.00	4,900.00	-	-
04-215-55-984-005	Public Works Repair Concrete Pad - Recyc	40,000.00	40,000.00	-	-

Capital Ordinances

Activity to 06/30/2020

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

Matching: 0421555976000 to 0421555988001

Account Number	Description	Budget	Activity	Encumbered	Balance
04-215-55-984-006	Public Works Drainage Projects	19,400.00	17,941.08	-	1,458.92
04-215-55-984-007	Pub Wks Rd Repav N.Pocono, Cres. & Gro	575,000.00	575,000.00	-	-
04-215-55-984-008	Public Works Curbs and Sidewalks	141,000.00	141,000.00	-	-
04-215-55-984-009	Water System Fire Hydrant Replace.	25,000.00	23,824.22	-	1,175.78
04-215-55-984-010	Water System Entry Door - Well #3	3,500.00	3,500.00	-	-
04-215-55-984-011	Water System Chlorine Injection Well #2	5,000.00	5,000.00	-	-
04-215-55-984-012	Water System Mag Meters Well #2,3,4	20,000.00	20,000.00	-	-
04-215-55-984-013	Manager Borough Hall Architect	50,000.00	42,970.00	-	7,030.00
04-215-55-984-014	Public Works Engine Replac. 2006 Pick up	3,000.00	3,000.00	-	-
04-215-55-984-015	Public Works Replace 1997 Utility Truck	49,000.00	48,075.00	-	925.00
04-215-55-984-016	Public Works Replace 1997 Toro Tractor	43,000.00	43,925.00	-	(925.00)
04-215-55-984-017	Public Works Replace 2006 Code/Bldg Veh	35,000.00	35,000.00	-	-
04-215-55-984-018	Police On Board Computers	30,000.00	29,074.51	-	925.49
04-215-55-984-019	Manager Lightning Detection System	20,000.00	-	-	20,000.00
04-215-55-984-020	Public Works Repair Fence - Recycling	17,900.00	12,803.83	-	5,096.17
04-215-55-984-021	Park Maintenance Cove Park Improvements	16,500.00	-	-	16,500.00
04-215-55-984-022	Park Maintenance Playground Safety Imp.	9,500.00	-	-	9,500.00
04-215-55-984-023	Finance Section 20 Costs	50,000.00	25,531.55	-	24,468.45
		1,178,200.00	1,087,978.14	4,067.05	86,154.81

Account Number	Description	Budget	Activity	Encumbered	Balance
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19	-	-	-	-
04-215-55-985-001	POLICE LIVESCAN FINGERPRINT STATION	35,000.00	35,000.00	-	-
04-215-55-985-002	POLICE ELEC. SIGNBOARD/SPEED TRAILER	15,385.00	15,385.00	-	-
04-215-55-985-003	FIRE PERSONAL PROTECTIVE EQUIPMENT	28,800.00	4,413.00	-	24,387.00
04-215-55-985-004	FIRE OTHER EQUIPMENT	4,900.00	-	-	4,900.00
04-215-55-985-005	PUBLIC WORKS VEHICLE LIFT	72,250.00	72,250.00	-	-
04-215-55-985-006	PUBLIC WORKS RD REPAVING POCONO,MIDVALE	428,966.00	425,643.28	3,322.72	-
04-215-55-985-007	PUBLIC WORKS CURBS AND SIDEWALKS	141,000.00	48,765.43	92,234.57	-
04-215-55-985-008	MANAGER SUNSET LAKE DAM	2,100,000.00	10,035.00	10,050.00	2,079,915.00
04-215-55-985-009	PUBLIC WORKS DUMP TRUCK	195,000.00	195,000.00	-	-
04-215-55-985-010	PUB WORKS ASBESTOS ABATEMENT DPW FAC.	34,500.00	15,240.00	-	19,260.00
04-215-55-985-011	PARKS TENNIS COURT SURFACE REPAIRS	14,000.00	-	-	14,000.00
04-215-55-985-012	PARKS TENNIS COURT FENCE	21,000.00	-	-	21,000.00
04-215-55-985-013	PARKS MIDVALE PARK AED INSTALL	6,500.00	-	-	6,500.00
04-215-55-985-014	ENGINEERING - SECTION 20 COSTS	5,000.00	4,805.27	-	194.73

Capital Ordinances

Activity to 06/30/2020

*ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)
 Matching: 0421555976000 to 0421555986001

Account Number	Description	Budget	Activity	Encumbered	Balance
04-215-55-985-015	FINANCE - SECTION 20 COSTS	83,655.00	6,519.60	-	77,135.40
04-215-55-986-000	2019 CAPITAL ORDINANCE 10-19	3,185,956.00	833,056.58	105,607.29	2,247,292.13
04-215-55-986-001	ROAD REPAVING, MORRIS AVE.	598,690.00	58,740.98	758.48	539,190.54
04-215-55-986-002	SECTION 20 COSTS - FINANCE COSTS	11,310.00	675.00	-	10,635.00
04-215-55-987-000	2020 CAPITAL ORDINANCE 4-20	610,000.00	59,415.98	758.48	549,825.54
04-215-55-987-001	FIRE AIR PACK REPLACEMENTS	41,673.00	-	-	-
04-215-55-987-002	FIRE AIR BOTTLE REPLACEMENTS	48,852.00	-	41,673.00	-
04-215-55-987-003	PUB WKS 52" MOWER	13,500.00	13,500.00	48,852.00	-
04-215-55-987-004	PUB WKS HYDRANT REPLACEMENT	15,000.00	-	-	-
04-215-55-987-005	PUB WKS ROAD REPAVING, CURBS & SIDEWALKS	111,247.00	-	5,647.71	15,000.00
04-215-55-987-006	PUB WKS IMPROV. TO STORMWATER DRAINAGE	10,000.00	-	-	105,599.29
04-215-55-987-007	POLICE RETROFIT POLICE VEHICLE	15,000.00	-	-	10,000.00
04-215-55-987-008	FIRE COMMAND VEHICLE	40,000.00	-	-	15,000.00
04-215-55-987-009	FIRE RETROFIT COMMAND VEHICLE	10,000.00	-	-	40,000.00
04-215-55-987-010	PUB WKS 2 MASON DUMP TRUCKS	135,000.00	-	-	10,000.00
04-215-55-987-011	ENGINEERING SECTION 20 COSTS	10,000.00	2,331.70	3,839.66	135,000.00
04-215-55-987-012	FINANCE SECTION 20 COSTS	30,571.00	-	-	3,828.64
04-215-55-987-013	PUB WKS CONDIR ROAD	250,000.00	8,234.28	-	30,571.00
04-215-55-987-014	PUB WKS MORRIS AVE.	151,323.00	-	-	241,765.72
04-215-55-988-000	2020 CAPITAL ORDINANCE 7-20	882,166.00	24,065.98	100,012.37	758,087.65
04-215-55-988-001	PUB WKS CURBS AND SIDEWALKS	6,000.00	-	-	-
		6,000.00	-	-	6,000.00
		6,000.00	-	-	6,000.00

Capital Ordinances

Activity to 06/30/2020

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

Matching: 0421555976000 to 0421555980001

Account Number	Description	Budget	Activity	Encumbered	Balance
		12,220,647.00	7,849,661.07	320,606.05	4,050,379.88

TOTALS

**BOROUGH OF MOUNTAIN LAKES
INTEROFFICE MEMORANDUM**

TO: Mitchell Stern, Borough Manager

SUBJECT: Cancellation of Grant Receivable and Reserve Balances

DATE: August 18, 2020

Attached please find a resolution with attached Exhibit A - Grants Receivables and Reserves to be canceled by this resolution. I have researched all of the receivable and reserve balances on the attached exhibit and below is an explanation for each item. All of these grants were on the books prior to my employment in Mountain Lakes. The Borough does not owe back any funds received for any of the grants listed. This resolution needs to be done to get the old grant balances off our books.

Receivables:

Click It or Ticket - Balance of \$49.68 was not expended therefore, the Borough was not reimbursed. The receivable balance should be canceled.

Municipal Alliance and Municipal Alliance - Supplemental - Total receivable balances are \$14,229.92. 2009 was the last year that the Borough participated in the Municipal Alliance program and the grant funds were never spent and put in for the reimbursement. This grant gets closed out at the end of each year.

Morris County Historic Preservation Grant - This was a grant for the Board of Education and the expenses that qualified for reimbursement were \$15,484.00 out of a total of \$16,000.00, leaving a balance of \$516.00. The entire reserve was charged out but the Borough will not receive the balance of \$516.00 therefore it should be canceled.

Mountain Lakes Board of Education Historic Preservation - The grant was for \$4,000.00 which is what the Borough was paid however, in 2012 there was an additional \$200.00 credited to this receivable account that I could not locate, therefore this amount should be canceled.

Green Communities and BFS Forestry - I could not find any paperwork on these two grants and I contacted those agencies and they did not have any information on them so both the receivables and reserves should be canceled.

Highlands Plan Conference - I contacted the Highlands Council in 2018 regarding this grant. At that time our receivable balance was \$39,779.36. The grant file had been closed out however, they reopened it for us and let me submit expenses we had in the amount of \$18,817.50. There were other expenses charged to that grant by the Borough however, we did not have sufficient paperwork to claim the balance of the grant receivable. The grant is now closed and cannot be reopened so this balance should be canceled.

Reduction in Speed - The total amount of this grant from 2008 was \$26,508.00, the Borough spent \$24,858.24 leaving a balance of \$1,649.76 in both the receivable and reserve balances. During 2012 additional charges of \$1,042.43 were charged to the Reduction in Speed reserve account. This should not have been done because the grant was already closed out back in 2008. The reserve balance should be

canceled.

Reserves:

Click It or Ticket - The police payroll charges for 2011 & 2012 in the amount of \$7,808.32 were never charge to the grant line item. This is why the reserve balance is higher than the receivable balance. These funds are due back to the Borough.

Green Communities - \$2,250.00 of the total amount of \$5,250.00 was spent on 2/9/16; but it was never charged to the Green Communities grant account. The balance of \$3,000.00, I have no paperwork on and the agency did not have any record of this. This entire balance should be canceled.

BSF Forestry - The reserve balance agrees to the receivable balance in the amount of 1,500.00 of which I have no paperwork on. The agency did not have any information on it. These balances should be canceled.

Municipal Alliance and Municipal Alliance - Supplemental - Total Reserve balances are \$19,296.98. Expenditures were made for this grant but not all charges were charged to the grant line item. This grant gets closed out at the end of each year.

Highlands Plan Conformance - Changes were made to this grant reserve account that did not qualify for reimbursement. This grant has been closed out so the balance should be canceled.

Reduction in Speed - The grant was for 2008 expenses and cannot be used for any other expenses so this balance should be canceled.

Office of Emergency Management - This grant goes back to 2004 and there is no receivable due for this grant. The expenses were probably not correctly charged to this grant account, the balance should be canceled.

Community Forestry - The funds were received in 2012 for these grant expenses. The expenses were not charged to the grant account so these funds are due back to the Borough and should be canceled.



Monica Goscicki
Chief Financial Officer



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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

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

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

Tropical Storm Isaiah – Cleanup of brush and related debris continues. Our DPW crews continue to work their way through the Borough. We have also brought in an outside tree vendor to assist in the cleanup effort. Work is expected to be completed within the next few weeks.

2020 Census – It's not too late to be counted in the census. According to a recent report, Mountain Lakes is tied for third place for the communities in New Jersey with the highest response rate to the census. We're not far off of the number one spot. Please share with your friends and neighbors the importance of participating in the census. Below are the top three communities:

- Bergen County – Glen Rock (88.5%)
- Union County – Berkeley Heights (85.3%)
- Morris County – Mountain Lakes (84.7%)
- Essex County - Glen Ridge (84.7%)

Beach Staffing – With many residents staying local this year due to Covid-19 concerns, we have had numerous requests to keep our beaches staffed beyond our usual mid-late August timeframe. After consultation with our Recreation Director, I am happy to report that the beaches will continue to be staffed through Labor Day.

Morris Ave Construction Update – Attached, please find a copy of the letter sent to residents of Morris Ave with information on this project. We will also provide traffic updates via Nixle and e-blast as the project begins.



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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

SUBJ: Manager's Report
PAGE: 2 of 2

Borough Hall Renovation Project – The current phase of architect services (Design Development) is now concluding. On the agenda for this Borough Council meeting is a resolution approving the final architect phase, Construction Documents. Funding of this work is included in the overall cost of the approved project. A copy of the complete contract is attached to this report.

Certified Public Manager Certification (CPM) – MLPD Chief Shawn Bennett – Over the past year, Chief Bennett attended the CPM program. The program involved being present for weekly class sessions, completing numerous assignments and culminated with a capstone project. Attached, please find a copy of the Chief's notification of his designation as a Certified Public Manager as well as a copy of the Executive Summary of Chief Bennett's capstone project. As a Certified Public Manager, I can tell you firsthand that achieving the CPM designation is not an easy task, having to balance the program with a full workload, family and other personal obligations. If you would like a copy of the full capstone project, or if you would like to discuss the capstone, please reach out to the Chief directly. Congratulations Chief Bennett!

Please reach out with questions or concerns.

Mitchell



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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

August 18, 2020

Dear Morris Avenue Resident,

This letter is to inform you about the upcoming Morris Avenue roadway and sidewalk improvement project. The project is expected to begin in the late August / early September time frame. Improvements will consist of new roadway pavement, curbing and sidewalks in the following areas:

Pointview Place to Rockaway Terrace

- Replacement of curbing on east side of street (sidewalk side / railroad track side)
- Replacement of asphalt sidewalks with concrete
- Roadway repaving

Midvale Road to Elm Road

- Replacement of curbing on east side of street (sidewalk side / railroad track side)
- Replacement of asphalt sidewalks with concrete
- Roadway repaving

Briarcliff Road to Powerville Road

- Addition of concrete sidewalks and curbing on the east side (same as existing sidewalks on other sections of Morris Ave – railroad track side)
- Roadway repaving

The Borough will work closely with the contractor and the Mountain Lakes Police Department to ensure access to your homes during the project. During times where you will not be able to access your driveway or the street in front of your home, we will provide you with notice as well as acceptable parking locations. In addition, the contractor will work with you on any issues related to the installation of replacement / new sidewalks.

While we expect this project to be completed before the start of the winter season, at this time, we do not have a hard date for completion.

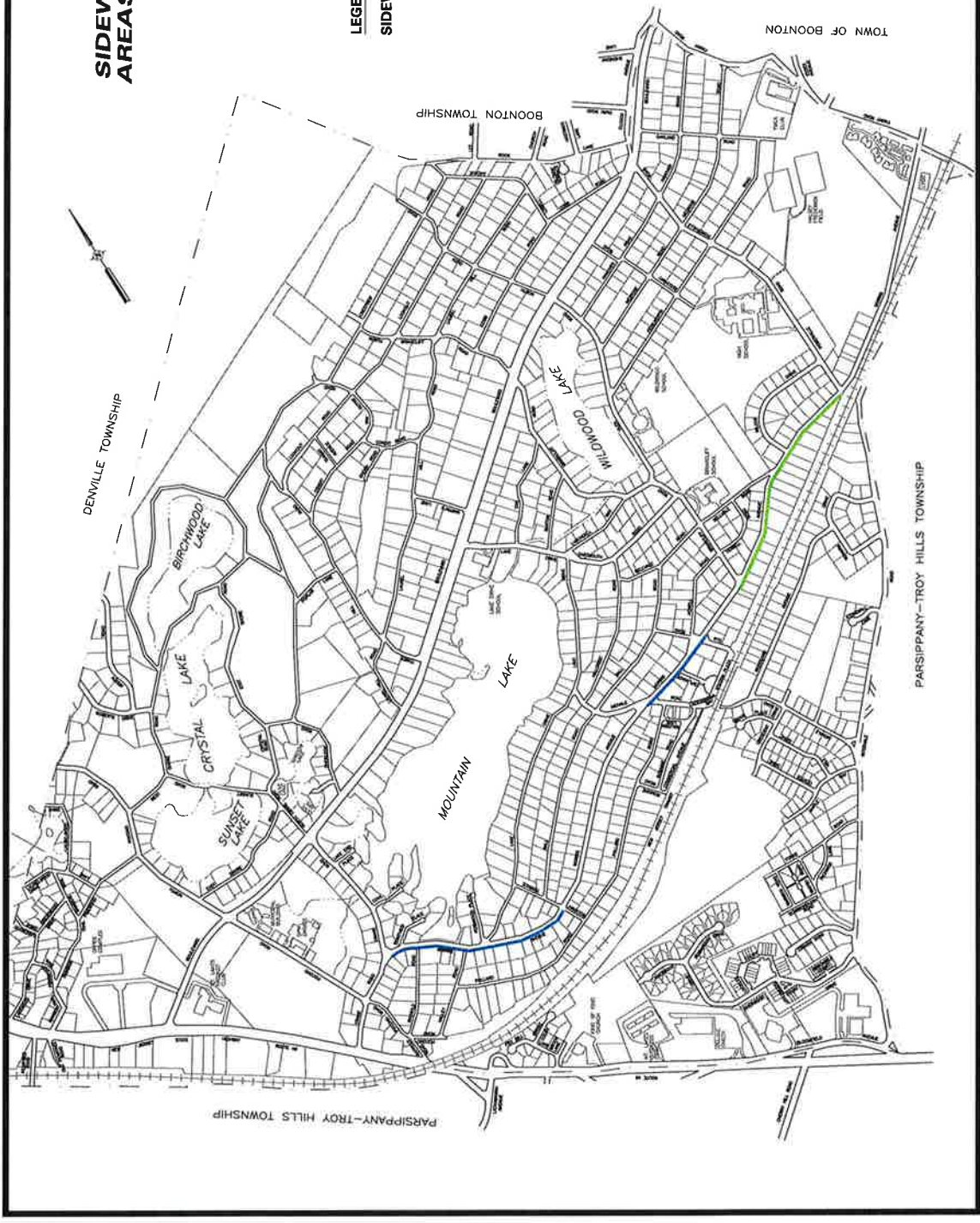
Attached, please find a color-coded map reflecting the areas where this work will occur. Should you have any questions or concerns about this project or any other Borough activity, please feel free to reach out.

Regards,

Map Showing
**SIDEWALK CONSTRUCTION
AREAS ON MORRIS AVENUE**
Borough of Mountain Lakes



- LEGEND**
-  **SIDEWALK REPLACEMENT**
 -  **NEW SIDEWALK**



arcari iovino

ARCHITECTS PC

One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600
fax: 201.641.0626

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP, LEED



AMENDMENT TO AGREEMENT #2

Borough of Mountain Lakes
August 12, 2020

The original AIA Document B104-2017 Agreement dated February 19, 2020 between the Borough of Mountain Lakes and Arcari + Iovino Architects is hereby amended to include Construction Document Phase services.

The fee for Construction Document Services is One Hundred Five Thousand Dollars (\$105,000.00).

Accepted and Agreed:

OWNER:

(Signature)

(Printed name, Title and Date)

ARCHITECT:

(Signature)

Anthony Iovino, President

8.12.20

(Printed Name, Title and Date)

AIA[®] Document B104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046
Telephone Number: 973-334-3131
Fax Number: 973-402-5595

and the Architect:
(Name, legal status, address and other information)

Arcari + Iovino Architects, P.C.
One Katherine Street
Little Ferry, NJ 07643
Telephone Number: 201-641-0600
Fax Number: 201-641-0626

for the following Project:
(Name, location and detailed description)

Mountain Lakes Municipal Building Addition/Renovation
400 Boulevard
Mountain Lakes, NJ 07046

Architectural & Engineering Services for the Schematic Design Phase of the Municipal Building Addition and Renovation.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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User Notes:

(3B9ADA44)

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- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Architectural & Engineering services relating to the Schematic Design of the Municipal Building.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs Deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

Init.

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User Notes:

(3B9ADA44)

.1 General Liability

\$1,000,000. / \$2,000,000.

.2 Automobile Liability

\$1,000,000.

.3 Workers' Compensation

\$100,000. / \$500,000.

.4 Professional Liability

\$2,000,000. / \$2,000,000.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

(Paragraph Deleted)

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

(Paragraph Deleted)

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

Init.

(Paragraphs Deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

(Paragraphs Deleted)

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

Init.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

Init.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Init.

[] Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs Deleted)

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

Init.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

10% of unaccrued balance of Basic Services fee.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

10% of unaccrued balance of Basic Services fee.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and

enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Twenty One Thousand Five Hundred Dollars (\$ 21,500.00)

(Paragraph Deleted)

(Paragraphs Deleted)

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Refer to Section 11.7 for Hourly Rates.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Refer to Section 11.7 for Hourly Rates.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	21,500.00
<hr/>	
Total Basic Compensation	\$21,500.00

(Paragraphs Deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Hourly Rates as follows:

Init.

Employee or Category	Rate
Principal Architect	\$160.
Project Architect	\$135.
Project Manager	\$125.
Senior Technical Staff	\$100.
Technical Staff/Drafting	\$ 85.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs Deleted)

- 1 Printing, reproductions, plots, and standard form documents;
- 2 Postage, handling, and delivery;

(Paragraph Deleted)

- 3 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

(Paragraphs Deleted)

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice.

(Paragraph Deleted)

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

(Paragraph Deleted)

(Paragraphs Deleted)

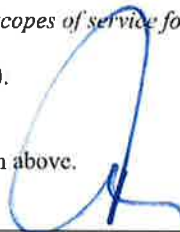
Other documents:

(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Proposal Letter attached dated January 24, 2020.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
 Mitchell Stern, Borough Manager
(Printed name and title)



ARCHITECT (Signature)
 Anthony Iovino, President
(Printed name, title, and license number, if required)

Init.

arcari iovino

ARCHITECTS PC

One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600
fax: 201.641.0626

www.aiarchs.com



January 24, 2020

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

**RE: Professional Services Proposal
Municipal Building – Addition/Renovation**

Dear Mr. Stern:

It is our pleasure to present this professional services proposal for the proposed new municipal building. The Borough intends to renovate the existing borough hall and to add two additions to the structure. The new facility will address the space needs of the Borough Administration, Police, and Fire Department. This letter outlines the tasks, services and timeline of the project that we propose to provide.

Arcari + Iovino Architects and its consultants will provide architectural, structural, mechanical, electrical, plumbing, and fire protection design services for your project. We anticipate that the civil engineering will be provided by the Borough Engineer engaged directly by Mountain Lakes.

This proposal pertains to the design and preparation of the bidding documents. A future proposal for the public bidding process and construction period services will follow. We have outlined below the purpose of these phases along with the timelines and tasks to be performed.

Schematic Design Phase (1 month)

During this phase we develop the initial concept design through data gathering, code assessment, and engineering analysis of the likely systems. Site information such as geotechnical data, utilities, and topography would be collected with your civil engineer. Confirmation of the design goals and general scope of the project are developed.

- Review of site survey data supplied by Borough Engineer
- Coordinate geotechnical boring tests by Borough's vendor
- Visit site to photograph and confirm conditions and building to remain

- Conduct meetings with department heads to confirm conceptual design layout
- Update original program summary matrix
- Refinement of the conceptual floor plans
- Refine exterior elevations and renderings
- Confer with consulting engineers for advice on likely building systems and spatial requirements of shafts and mechanical/electrical rooms
- Confer with Borough Civil Engineer for related site design and information
- Prepare Schematic Design drawings
- Prepare an outline of 'green' elements within the building
- Submit Schematic Design documents to Borough
- Final presentation of Schematic Design

Design Development Phase (2 months)

The goal of the Design Development phase is to resolve significant design issues such as the technical aspects of materials and the building's systems. As well, the arrangement of the spaces and the interior finishes are to be finalized. Mechanical, electrical, plumbing, fire protection and structural design concepts are investigated and integrated into the design. Initial site planning will be coordinated with the civil engineer.

Tasks associated with Design Development include the following:

- Assessment of proposed systems and utilities by engineers
- Investigate construction systems appropriate for this building (i.e. masonry versus steel)
- Prepare base drawings (floor, ceiling, roof plan, etc.)
- Outline technical specifications
- Prepare conceptual furniture plan for areas to 'test-fit' the spaces
- Develop lighting and electrical plans
- Select finish materials for interior and exterior of building
- Conduct consultant group coordination meetings
- Progress and design review meeting with Building Committee
- Coordinate with estimating consultant to evaluate probable construction values (optional)
- Design review meeting with Building Committee

Construction Documents Phase (2.5 months)

The Construction Document phase produces materials in the form of drawings and specifications which set forth in detail the construction requirements for the project. Drawings are the illustrative component of construction documents while the specifications are written requirements pertaining to building materials, equipment and construction systems that outline the standards of a construction project to be achieved. Construction Documents allow for bidding, permits, and the construction process.

Tasks associated with Construction Documentation include the following:

- Prepare technical specifications and drawings depicting the following:
 - Code review summary, project data
 - Floor, roof, and ceiling plans as needed
 - Exterior and interior elevations as needed
 - Building sections and details

- Door and window specifications and details
- Detail Drawings for elevator, stairs, and restrooms
- Finish plan and specifications
- Structural plans and details
- Mechanical plans and details
- Electrical plans and details
- Plumbing plans and details
- Coordinate electrical, mechanical, plumbing and structural engineering documents
- Design new ventilation for fire department garage
- Perform code required ComCheck calculations
- Preliminary review meeting with the Building Department, if available
- Discuss possible phasing plan for the project
- Assemble project manual
- Coordinate with estimating consultant to finalize probable construction values (optional)
- Final review with Building Committee
- Provide 3 signed and sealed sets of documents

Professional Fee

Our fee for the basic architectural, mechanical, electrical, plumbing, fire protection and structural services is One Hundred Eighty-Four Thousand Five Hundred Dollars (\$184,500) *which includes reasonable printing and shipping costs.*

Schematic Design	\$21,500
Design Development	\$58,000
<u>Construction Documents</u>	<u>\$105,000</u>
Total Fee	\$184,500

Optional Services:

- As an optional service, we can secure third-party design development and construction document level **estimates**. This fee is \$8,000.
- As an optional service, we can provide **detailed fire sprinkler system design** including hydraulic calculations for an additional fee of \$8,250. Normally, the fire sprinkler contractor performs this task.

Reimbursable Expenses

Reasonable costs for printing and postage are included in the base fee. We do not anticipate other reimbursable expenses for this portion of the project.

Conditions of Proposal

- The project is to be bid and constructed as a single-prime contract.
- Design of an emergency generator system is included.
- Design of specialized foundations (i.e. piles) is excluded.
- As a cost savings and quality control measure, the telephone, data, and security systems shall be designed and installed by the Borough's vendors and not included in the construction contract.
- Furniture and equipment conceptual design layouts are included for 'test-fit' purposes only and do not enumerate actual items; specification and procurement for same is not included.
- Civil engineering is to be provided by the Borough's Engineer.

- The building, while energy efficient, will not be designed to a LEED or other third-party standard.
- Systems such as solar or geothermal can be included as an additional service.
- Fire sprinkler layout is included and specified as a performance specification. A full design with hydraulic calculations is an optional service.

We look forward to working with you and are confident we can help you efficiently plan this project. Contact us at your earliest convenience to discuss and we will commence work upon your approval and execution of a mutually acceptable agreement.

Sincerely,



Anthony Lovino, AIA, PP

Arcari + Lovino Architects, P.C.

Past President of the American Institute of Architects, ALNNJ Section, 2003

AIA-NJ Firm of the Year 2011

Executive Summary

Local Government, as the guardian of taxpayer monies is continually expected to find new and inspired ways to provide quality services at lower costs. This often results in doing more with less. Law Enforcement Executives often find themselves exploring creative ways to do just that. As the two percent municipal cap restricts budget growth to levels often below that of the rate of inflation, the goal of providing quality service with less becomes more and more difficult. Ultimately the questions have to be asked: Are we controlling costs to the best of our ability? And, are we controlling costs to the point of an unacceptable reduction in service, public safety, or employee health?

This capstone project will examine the staffing model of the Mountain Lakes Police Department. It will address staffing to reduce overtime costs vs. staffing to improve efficiency, officer health/safety, and public safety. In 2019 it is a delicate balancing act of keeping costs down while maintaining staffing that effectively addresses an opioid epidemic, ever changing and increasing laws and directives, threats of school violence, terrorism, officer attrition, and an exponential increase in the amount of required paperwork and documentation.

A study of staffing models, comparisons of Morris County police departments, and internal tracking of overtime, shift work, and the looming mass attrition through retirements were used to determine the multiple recommendations as to how the Mountain Lakes Police Department should staff in the future.

RESOLUTION AND ORDINANCE REVIEW FOR THE AUGUST 24, 2020 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R130-20, AUTHORIZING 2020 MUNICIPAL EMPLOYEES' SALARY - this resolution authorizes a salary increase for the Director of Public Works that was agreed upon as part of the original offer of employment. The salary increase was discussed with the Personnel Subcommittee at time of offer.

R131-20, AUTHORIZING AWARD OF CONTRACT FOR MORRIS AVENUE IMPROVEMENT PROJECT - this resolution authorizes the Borough Manager to enter into a contract with Mike Fitzpatrick Equipment Company Inc in the amount of \$756,983.30 for the Morris Avenue Improvement Project. The Borough Engineer and Borough Attorney reviewed bids that were submitted and have recommended the award.

R132-20, AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$4,759,885 BOND ANTICIPATION NOTES OF THE BOROUGH OF MOUNTAIN LAKES – this resolution allows the Borough to borrow money on a short-term basis to finance authorized improvement projects.

R133-20, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND ARCARI & IOVINO, PC. – this resolution authorizes the Borough to enter into an agreement with Arcari & Iovino, PC for architectural services for the Construction Document Phase of the Borough Hall renovation project. The total cost of this phase is \$105,000.00. Funding for this contract is included in the overall cost of the Borough Hall project.

R134-20, AUTHORIZING THE CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES – this resolution authorizes the cancellation of prior years' grant receivables and reserve balances. An explanatory memo has been prepared by the CFO and is included in your meeting packet.

ORDINANCES TO ADOPT

ORDINANCE 10-20, AMENDING CHAPTER 229 OF THE REVISED GENERAL ORDINANCES AND LIMITING PARKING ON MUNICIPALLY OWNED PROPERTY TO VEHICLES WITH PARKING TAGS WHEN POSTED – this ordinance amends the Borough's parking ordinance to allow for resident only parking in designated Borough owned parking lots during posted hours.

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

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

RESOLUTION 129-20

“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 August 24, 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 August 24, 2020.

Mitchell Stern, Acting Municipal Clerk

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

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 08/24/2020 For bills from 07/23/2020 to 08/19/2020

Check#	Vendor	Description	Payment	Check Total
17568	2465 - ABADDEL PEST CONTROL CO.	PO 22373 SEASONAL PEST CONTROL TREATMENT	275.00	275.00
17569	124 - AC DAUGHTRY, INC.	PO 22338 DPW - CENTRAL MONITORING SYSTEM	619.54	619.54
17570	219 - ACCESS	PO 22037 CUST# 156NFY04790 MAY-DEC 2020 BLANKET	56.35	56.35
17571	2426 - AGL WELDING SUPPLY CO.	PO 22155 DPW - EQUIPMENT & TOOLS - BLANKET 2020	75.79	75.79
17572	3852 - ALEXANDER LAURENZI	PO 22371 2020 RECREATION: SUMMER JAZZ CONCERT	350.00	350.00
17573	196 - ALLIED OIL	PO 22303 UNLEADED FUEL - BLANKET 2020	2,222.74	2,222.74
17574	189 - ANCHOR ACE HARDWARE	PO 21285 ISLAND BEACH RENOVATIONS - BLANKET	92.28	
		PO 21534 POLICE DEPT: ACCT # 001413 - 2020 BLANKE	39.56	
		PO 21629 DPW & WATER DEPARTMENT - DEPARTMENT	147.04	
		PO 21907 DEPARTMENT SUPPLIES - STREETS & ROADS/ I	152.94	431.82
17575	189 - ANCHOR ACE HARDWARE	PO 22162 STREET & ROADS/ BEACHES & PARKS - DEPART	775.78	
		PO 22328 RECREATION - BOROUGH HALL - REPAIRS	338.84	1,114.62
17576	189 - ANCHOR ACE HARDWARE	PO 22329 RECREATION - TENNIS COURTS	129.99	
		PO 22410 ISLAND BEACH - BEACH	234.00	363.99
17577	102 - ANDERSON & DENZLER ASSOC., INC	PO 22345 JUNE 2020 PROFESSIONAL SERVICES - PLANNI	166.55	166.55
17578	4140 - APLPD HOLDCO, INC	PO 22081 ISLAND BEACH PROJECT	389.00	389.00
17579	4120 - ARAMSCO, INC	PO 21833 POLICE: PROTECTION EQUIPMENT - COVID-19	1,380.70	1,380.70
17580	3957 - ATLANTIC COAST FIBERS, LLC	PO 21983 RECYCLING COSTS - BLANKET APRIL - DECE	1,690.55	1,690.55
17581	372 - BEN SHAFFER RECREATION, INC	PO 22336 PARKS & PLAYGROUNDS - MAINTENANCE	670.80	670.80
17582	4121 - BIRDS BEE'S & TREES LANDSCAPING, LLC	PO 22255 ISLAND BEACH - TOPSOIL AND MULCH - BLANK	396.38	396.38
17583	3828 - BOROUGH OF MADISON	PO 22377 APRIL 2020 IT SERVICES	884.32	
		PO 22377 APRIL 2020 IT SERVICES	124.85	
		PO 22378 MARCH 2020 IT SERVICES - COVID 19 EXPENS	41.62	1,050.79
17584	2775 - CAPITOL SUPPLY CONSTRUC PROD, INC	PO 22158 WATER DEPARTMENT - EQUIPMENT & TOOLS - B	508.54	508.54
17585	2147 - CCTMO LLC	PO 22396 AUGUST 2020 - CELL TOWER REIMBURSEMENT C	1,885.00	1,885.00
17586	545 - CERTIFIED SPEEDOMETER SVC., INC	PO 21536 POLICE: VEHICLE CALIBRATION - 2020 BLAN	205.00	205.00
17587	2658 - CHEMSEARCH	PO 22392 STREETS & ROADS - DEPARTMENT SUPPLIES -	617.55	617.55
17588	4090 - CLEAN MAT SERVICES, LLC	PO 22152 BORO- P.D - DPW MATS: 2020 - BLANKET	195.00	195.00
17589	3184 - CONSTELLATION NEWENERGY, INC	PO 22379 MAY-JUN 2020 STREET LIGHTING: CUST#: 920	599.53	599.53
17590	431 - COUNTY CONCRETE CORP.	PO 22302 ISLAND BEACH PROJECT - 2020	355.00	355.00
17591	2396 - COUNTY WELDING SUPPLY CO.	PO 21981 STREETS & ROADS - EQUIPMENT & TOOLS BLAN	92.77	92.77
17592	643 - DENVILLE LINE PAINTING, INC.	PO 22258 STREETS & ROADS - LINE STRIPING	417.96	417.96
17593	2971 - DIRECT ENERGY BUSINESS	PO 22418 ACCT#: 614054 - 936656 - JULY 2020	183.72	183.72
17594	3715 - FED EX	PO 22323 WATER OPERATING - POSTAGE	61.43	61.43
17595	4125 - FELDMAN BROTHERS ELECTRICAL SUPPLY CO.,	PO 22307 ISLAND BEACH - ELECTRICAL SUPPLIES	87.90	
		PO 22335 ISLAND BEACH - LIGHTING SUPPLIES	184.06	
		PO 22381 ISLAND BEACH PROJECT - LIGHTING SUPPLIES	373.80	645.76
17596	1170 - FERGUSON ENTERPRISES #501	PO 21931 ISLAND BEACH PROJECT - PLUMBING SUPPLIES	800.72	
		PO 22010 WATER DEPARTMENT - EQUIPMENT & TOOLS - B	983.23	
		PO 22245 ISLAND BEACH PROJECT - WATER METER INSTA	356.55	
		PO 22346 ISLAND BEACH - ELECTRICAL SUPPLIES	1,321.28	3,461.78
17597	2517 - FF1 FIREFIGHTER ONE, LLC	PO 22330 FIRE DEPT: ENGINE 1 SEATBELTS	360.39	360.39
17598	753 - FIRE FIGHTERS EQUIPMENT CO.	PO 22019 FIRE DEPT: SAFETY HARNESSSES	558.00	558.00
17599	769 - FOREST LUMBER	PO 22388 BOROUGH HALL - BUILDING MAINTENANCE	24.99	24.99
17600	653 - GANNETT NEW JERSEY NEWSPAPERS	PO 21579 BOA/PLANNING: ADVERTISING - ACCT#31471-	81.70	
		PO 22167 CLERK - 2020 ADVERTISING-ACCT# 31471- B	59.94	
		PO 22395 CLERK - 2020 ADVERTISING-ACCT#31471 - BL	440.40	582.04
17601	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 22217 PARKS & BEACHES - SIGNS	352.50	352.50
17602	876 - GARDEN STATE LABORATORIES, INC	PO 22106 WATER DEPARTMENT - WELL TESTING - BLANKE	3,788.00	3,788.00
17603	826 - GENERAL PLUMBING SUPPLY, INC	PO 22233 ISLAND BEACH - BATHROOM FIXTURES	580.66	
		PO 22383 ISLAND BEACH - BATHROOM FIXTURES	740.35	1,321.01
17604	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 22027 2020 ARCHIVE STORAGE - BLANKET- REMAININ	65.00	65.00
17605	4144 - GUARDIAN BOOTH, LLC	PO 22170 RECYCLING CENTER - GUARD BOOTH - MTG 201	7,790.89	7,790.89
17606	4038 - HECKLER & KOCH DEFENSE, INC	PO 20437 POLICE EQUIPMENT Quote # 20004650	3,607.20	3,607.20
17607	911 - HOME DEPOT CREDIT SERVICES	PO 21648 STREETS & ROADS - EQUIPMENT & TOOLS - BL	95.90	
		PO 22166 STREETS & ROADS/ WATER DEPT. - TOOLS & E	170.92	
		PO 22322 BOROUGH HALL - BUILDING MAINTENANCE	246.73	
		PO 22407 ISLAND BEACH - FINISHING SUPPLIES	932.11	1,445.66
17608	2672 - HOUSING PARTNERSHIP FOR MORRIS CTY	PO 22351 2020 ADMINISTRATION OF AFFORDABLE UNITS	1,000.00	1,000.00
17609	3306 - INTERSTATE BATTERY OF NJ DIST #4573	PO 22280 DPW/ POLICE - VEHICLE REPAIRS - BLANKET	72.95	
		PO 22384 WATER DEPARTMENT - REPLACEMENT BATTERIE	155.50	228.45
17610	3639 - IWORO SYSTEMS, INC.	PO 22385 INTERNET MGMT & SUPPORT - SEPT 2020 - AU	400.00	
		PO 22385 INTERNET MGMT & SUPPORT - SEPT 2020 - AU	400.00	
		PO 22385 INTERNET MGMT & SUPPORT - SEPT 2020 - AU	400.00	1,200.00
17611	859 - JCP&L	PO 22362 MAST ACCT#200 000 054 011/ BILL DATE: JU	4.98	
		PO 22363 MASTER ACCT# 200 000 569 000 - JULY 23,	3,514.27	
		PO 22364 ACCT#100 050 702 156 - BILL PRD: 6/27 -	4.12	
		PO 22365 ACCT#100138 766 488 / BILL PRD: 6/23 - 7	4.53	
		PO 22366 ACCT#100138 766 488 / BILL PRD: 6/23 - 7	23.50	

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 08/24/2020 For bills from 07/23/2020 to 08/19/2020

Check#	Vendor	Description	Payment	Check Total
17612	859 - JCP&L	PO 22401 MASTER ACCT#200 000 574 000/ BILL DATE:	54.91	3,606.31
		PO 22402 MAST ACCT# 200 000 021 275 / BILL DATE:	5,283.83	
		PO 22403 M/A #200 000 053 658 / BILL DATE: 8/05/2	2,306.10	
17613	859 - JCP&L	PO 22404 M/A #200 000 054 011/ BILL DATE: AUG 5,	604.75	7,589.93
		PO 22419 ACCT#100 076 421 971/BILL PRD: 7/08 - 8/	58.85	
		PO 22420 M/A #200 000 020 754/ BILL DATE: AUG 10,	215.87	
17614	3791 - JD LANDSCAPING	PO 22349 41 MELROSE PL: VIOLATION CLEAN UP	400.00	400.00
17615	1090 - KENVIL POWER MOWER	PO 21835 STREETS & ROADS - EQUIPMENT REPAIR BLANK	202.21	
		PO 22105 STREETS & ROADS - EQUIPMENT & SUPPLIES -	220.70	422.91
17616	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 21901 2020 PROFESSIONAL SERVICES - PLANNING BO	1,209.30	1,209.30
17617	2308 - MCNERNEY & ASSOCIATES, INC.	PO 22348 JUNE 2020 TAX APPEAL LEGAL SERVICES	450.00	450.00
17618	1338 - MGL PRINTING SOLUTIONS, LLC	PO 22294 CLERK: MARRIAGE BOOKS	42.00	42.00
17619	2356 - MINERVA CLEANERS	PO 22370 PPE Cleaning and Repair	1,894.65	1,894.65
17620	3648 - MONMOUTH TELECOM	PO 21866 2020 TELEPHONE SERVICES / ACCT# 36289 -	1,379.02	1,379.02
17621	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 22327 SOLID WASTE DISPOSAL - JUNE 2020	11,663.14	11,663.14
17622	1394 - MTN. LAKES PUBLIC LIBRARY	PO 21877 2020 MTN LAKES PUBLIC LIBRARY AID - BLAN	24,834.58	24,834.58
17623	1472 - MURPHY MCKEON P.C.	PO 21917 2020 LEGAL/ RETAINER FEES - BLANKET	4,166.66	
		PO 22380 JULY 2020 LEGAL SERVICES - TAX APPEALS/C	2,265.00	6,431.66
17624	2529 - MURRAY ROBERTSON	PO 22423 REIMBURSEMENT FOR ELECTRICITY USE FOR AE	3,600.00	3,600.00
17625	881 - NCX	PO 21520 BLANKET: 2020 DNS HOSTING / ACCT# GTI	21.95	21.95
17626	1553 - NEW JERSEY NATURAL GAS	PO 22422 JULY - AUG 2020 SERVICE	837.55	837.55
17627	2281 - NEW TECH NORTHEAST WATER TECHNOLOGY	PO 22341 WATER DEPARTMENT - LEAK DETECTION - MELR	447.50	447.50
17628	1522 - NISIVOCCIA & COMPANY LLP	PO 21941 CLIENT# 00067R001 / 2019 AUDIT- BALANCE	4,920.67	
		PO 21941 CLIENT# 00067R001 / 2019 AUDIT- BALANCE	4,920.67	
		PO 21941 CLIENT# 00067R001 / 2019 AUDIT- BALANCE	15,158.66	
		PO 22360 CLIENT# 00067R001 / 2019 AUDIT- BALANCE	1,971.00	
		PO 22361 2019 ANNUAL DEBT STATMENT: CLIENT NO 000	988.00	27,959.00
17629	1533 - NJ DEPT OF COMMUNITY AFFAIRS	PO 22355 2ND QTR 2020 STATE PERMIT SURCHARGE FEES	1,270.00	1,270.00
17630	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 22367 AUGUST 2020 DENTAL PREMIUMS - GROUP 1624	2,901.00	
		PO 22414 SEPTEMBER 2020 DENTAL PREMIUMS - GROUP 1	2,739.00	5,640.00
17631	1498 - NORTHEASTERN ARBORIST SUPPLIES	PO 22387 STORM ISAIAS - TREE CHIPPER PARTS - BLAN	576.41	576.41
17632	2727 - ONE CALL CONCEPTS, INC.	PO 21518 2020 JAN - DEC BLANKET / ACCT# 12-BML	114.04	114.04
17633	3236 - ONE SOURCE OF NEW JERSEY, LLC	PO 21557 STREETS & ROADS - BLANKET 2020	138.59	138.59
17634	2968 - OPTIMUM	PO 21464 2020 DPW INTERNET SERVICES ACCT# 07876-6	136.18	136.18
17635	2968 - OPTIMUM	PO 21465 2020 DPW: ACCT# 07876-414565-01-0	11.74	11.74
17636	3659 - OPTIMUM	PO 21964 BORO INTERNET SERVICES ACCT# 07876-58071	140.55	140.55
17637	1628 - PAINTEN' PLACE	PO 21928 ISLAND BEACH PROJECT - PAINT/STAIN BLANK	46.99	46.99
17638	479 - PARKER PUBLICATIONS	PO 22234 ZBOA/PLANNING BRD - ACCT# 010902 - 2020	145.70	145.70
17639	4156 - PARRISH & PARRISH, LLC	PO 22382 DPW - EMERGENCY MEALS	79.48	79.48
17640	4143 - PITNEY BOWES GLOBAL FINANCIAL	PO 22141 POSTAGE MAIL MACHINE- LEASE- BLANKET	264.39	264.39
17641	4070 - PREMIER CAR WASH COR	PO 22275 POLICE: CAR WASHES - 2020 BLANKET(2)- AC	48.00	48.00
17642	1734 - READYREFRESH BY NESTLE	PO 21569 ACCT# 0016496903 - 2020 BLANKET	133.46	133.46
17643	3990 - RICH TREE SERVICE, INC.	PO 22090 STREETS & ROADS - TREE REMOVAL	4,725.00	
		PO 22287 SHADE TREE - TREE REMOVAL - 32 WOODLAND	900.00	
		PO 22300 SHADE TREE - TREE REMOVAL - 10 CRYSTAL	275.00	5,900.00
17644	2397 - ROCKAWAY AUTO RESOURCES, LLC	PO 21653 DPW & POLICE DEPARTMENT VEHICLE REPAIRS	97.75	
		PO 22058 DPW & POLICE DEPARTMENT VEHICLE REPAIRS	832.63	930.38
17645	1948 - SHEAFFER SUPPLY, INC.	PO 21521 STREETS & ROADS/ WATER DEPARTMENT - TOOL	75.90	75.90
17646	114 - SOLITUDE LAKE MANAGEMENT	PO 21909 2020 LAKE MANAGEMENT - BLANKET - CUST# M	7,165.00	7,165.00
17647	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 22278 NEW OFFICE AREA ORDER# 7309805738	114.79	114.79
17648	4108 - STO OF NJ, INC	PO 22256 ISLAND BEACH PROJECT	220.15	220.15
17649	1943 - STRUCTURAL STONE CO., INC.	PO 22296 ISLAND BEACH - RIVER ROCK	316.00	316.00
17650	1981 - SUBURBAN DISPOSAL, INC	PO 21984 SOLID WASTE/RECYCLING COLLECTION - BLANK	35,899.99	35,899.99
17651	3861 - SYNCB/AMAZON	PO 22237 ORDER# 113-7166717-8293814	29.79	
		PO 22279 ORDER# 113-5133213-7676258 - Covid-	166.59	
		PO 22293 DPW ORDER:113-5817613-7222624 COVID-19	129.68	326.06
17652	3903 - TCF EQUIPMENT FINANCE	PO 21883 POLICE CAR LEASE / CUST# 730289 - 2020 B	2,247.19	2,247.19
17653	4153 - THOMAS ENGLISH & ASSOCIATES, INC.	PO 22340 WATER DEPARTMENT - WELL #4 DIAGNOSTIC/ R	576.00	576.00
17654	1343 - TILCON NY, INC	PO 22350 ISLAND BEACH - ASPHALT & MILLING - MC CO	97,396.81	97,396.81
17655	1536 - TREAS, STATE OF NJ - D.O.H.	PO 22413 JULY2020 DOG LICENSING FEE	13.80	13.80
17656	2876 - TREASURER-STATE OF NEW JERSEY	PO 22324 WATER DEPARTMENT - FEES & DUES	720.00	720.00
17657	4088 - TURN OUT UNIFORMS, INC	PO 22268 POLICE: Badges and Lights	607.90	607.90
17658	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 21890 2020 SEWER MAINTENANCE CHARGES - BLANKET	39,166.67	39,166.67
17659	3822 - ULINE, INC	PO 22310 HISTORIC PRESERVATION: ORDER# 39549356	340.00	340.00
17660	1062 - UNITED SITE SERVICES	PO 21942 APRIL - DECEMBER 2020 BLANKET - CUST# 14	640.00	
		PO 22251 ISLAND/BIRCHWOOD BEACH 2020 BLANKET - CU	3,222.32	3,862.32
17661	2536 - UNUM LIFE INSURANCE COMPANY	PO 21968 STD/LTD / LIFE INSURANCE - 2020 BLANKET	2,741.33	2,741.33
17662	2749 - VERIZON	PO 21867 2020 INTERNET SVC: A/C# 853-478-043-0001	37.33	

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 08/24/2020 For bills from 07/23/2020 to 08/19/2020

Check#	Vendor	Description	Payment	Check Total
		PO 21867 2020 INTERNET SVC: A/C# 853-478-043-0001	52.33	
		PO 21867 2020 INTERNET SVC: A/C# 853-478-043-0001	37.33	126.99
17663	2135 - VERIZON WIRELESS	PO 22411 ACCT# 882388054-00001 / JUL 05 - AUG 0	707.83	707.83
17664	2186 - W.E. TIMMERMAN CO., INC	PO 22337 STREETS & ROADS - EQUIPMENT REPAIRS - BL	1,000.84	1,000.84
17665	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 22208 ISLAND BEACH - ELECTRIC SUPPLIES - BLANK	413.06	
		PO 22325 ISLAND BEACH - ELECTRIC SUPPLIES	2,890.39	2,503.45
17666	4031 - WAYNE ELECTRICAL SUPPLY CO.	PO 22386 STORM ISAIAS - ELECTRICAL SUPPLIES	53.50	53.50
17667	2172 - WB MASON COMPANY, INC	PO 22297 JANITORIAL SUPPLIES: ORDER# S105507015	375.38	375.38
17668	2194 - WHIPPANY RIVER WATERSHED	PO 22326 2020 MEMBERSHIP DUES	1,200.00	1,200.00
TOTAL				349,810.57

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	719.98			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	542.34			
01-201-20-135-020	ANNUAL AUDIT	17,129.66			
01-201-20-140-020	COMPUTER SERVICES	1,443.40			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	7,476.66			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	1,459.71			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	143.54			
01-201-22-196-020	CODE ENFORCEMENT - OTHER EXPENSE	400.00			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	8,381.33			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	2,983.45			
01-201-25-252-020	EMERGENCY MGMT - OTHER EXPENSE	1,820.60			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	2,813.04			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	5,269.87			
01-201-26-300-020	SHADE TREE COMMISSION - O/E	4,100.00			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	48,907.30			
01-201-26-306-020	Recycling Tax	346.38			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	1,078.41			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	1,686.78			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	198.54			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	9,355.35			
01-201-29-390-020	AID TO PUBLIC LIBRARY	24,834.58			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	4,122.70			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	4,113.80			
01-201-31-437-020	NATURAL GAS	1,021.27			
01-201-31-440-020	TELECOMMUNICATIONS	2,086.85			
01-201-31-447-020	PETROLEUM PRODUCTS	2,222.74			
01-203-20-155-020	(2019) LEGAL SERVICES - OTHER EXPENSE		405.00		
01-203-28-370-020	(2019) PARKS & PLAYGROUNDS OTHER EXP.		350.00		
01-203-31-435-020	(2019) ELECTRICITY - ALL DEPARTMENTS		2,700.00		
01-260-05-100	DUE TO CLEARING			0.00	161,268.28
01-290-55-000-001	DUE TO NJ - DCA TRAINING FEES			1,270.00	
01-290-55-000-005	DUE TO T-MOBILE - SPRINT FEES			1,885.00	
TOTALS FOR	Current Fund	154,658.28	3,455.00	3,155.00	161,268.28
02-200-40-700-340	Clean Communities Grant			1,200.00	
02-200-40-700-380	Historic Preservation Grant			340.00	
02-200-40-700-400	Recycling Tonnage Grant			7,790.89	
02-260-05-100	DUE TO CLEARING			0.00	9,330.89
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	9,330.89	9,330.89
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			12,719.33	
04-215-55-984-000	2018 CAPITAL ORDINANCE 4-18			4,101.20	
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19			494.00	
04-215-55-987-000	2020 CAPITAL ORDINANCE 4-20			94,857.00	
04-260-05-100	DUE TO CLEARING			0.00	112,171.53
TOTALS FOR	General Capital	0.00	0.00	112,171.53	112,171.53

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
05-201-55-520-520	Water Operating - Other Expenses	18,389.93			
05-260-05-100	DUE TO CLEARING			0.00	18,389.93
TOTALS FOR	Water Operating	18,389.93	0.00	0.00	18,389.93
07-201-55-520-520	Sewer Operating - Other Expenses	44,579.58			
07-260-05-100	DUE TO CLEARING			0.00	44,579.58
TOTALS FOR	Sewer Operating	44,579.58	0.00	0.00	44,579.58
13-260-05-100	DUE TO CLEARING			0.00	13.80
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			13.80	
TOTALS FOR	Animal Trust	0.00	0.00	13.80	13.80
18-260-05-100	Due to Clearing			0.00	4,056.56
18-300-70-000-208	RESERVE FOR STORM RECOVERY			4,056.56	
TOTALS FOR	Other Trust	0.00	0.00	4,056.56	4,056.56

Total to be paid from Fund 01 Current Fund	161,268.28
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	9,330.89
Total to be paid from Fund 04 General Capital	112,171.53
Total to be paid from Fund 05 Water Operating	18,389.93
Total to be paid from Fund 07 Sewer Operating	44,579.58
Total to be paid from Fund 13 Animal Trust	13.80
Total to be paid from Fund 18 Other Trust	4,056.56
TOTALS	349,810.57

Checks Previously Disbursed

220348	COUNTY OF MORRIS	TAX LIABILITY PAYMENT FOR 3RD QUAR	855,989.13	8/17/2020
220341	FIRST DATA CORPORATION	CLOVER CC MACHINE MONTHLY CHARGES	45.83	8/05/2020
220333	KANSAS STATE BANK	AUGUST 1, 2020 - DPW TRUCK LEASE P	1,090.00	8/01/2020
			857,124.96	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund	857,124.96	161,268.28	1,018,393.24
Fund 02 FEDERAL AND STATE GRANTS		9,330.89	9,330.89
Fund 04 General Capital		112,171.53	112,171.53
Fund 05 Water Operating		18,389.93	18,389.93
Fund 07 Sewer Operating		44,579.58	44,579.58
Fund 13 Animal Trust		13.80	13.80
Fund 18 Other Trust		4,056.56	4,056.56
BILLS LIST TOTALS	857,124.96	349,810.57	1,206,935.53

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

Meeting Date: 08/24/2020 For bills from 07/23/2020 to 08/19/2020

Check#	Vendor	Description	Payment	Check Total
5192	102 - ANDERSON & DENZLER ASSOC., INC	PO 22354 JUNE 2020 PROFESSIONAL SERVICES - ESCROW	12,212.11	12,212.11
5193	4157 - BRIGHT VIEW ENGINEERING	PO 22376 JULY 2020 PROFESSIONAL SERVICES - HIGHVI	2,140.00	2,140.00
5194	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 22343 MAY 2020 PROFESSIONAL SERVICES - ESCROW	1,400.00	
		PO 22353 JUNE 2020 PROFESSIONAL SERVICES - ESCROW	1,891.00	
		PO 22368 APRIL 2020 PROFESSIONAL SERVICES - ESCRO	1,452.50	4,743.50
TOTAL				19,095.61

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	19,095.61
17-500-00-050-232	Atlantic Health System			875.00	
17-500-00-050-251	ROBERT KLINGENBURG			2,048.00	
17-500-00-091-310	PULTE GROUP - ENCLAVE SITE INSPEC. FEE			91.45	
17-500-00-091-315	PULTE HOMES PLANNING BOARD APPLICATION			1,173.00	
17-500-00-091-316	SUNRISE - INSPECTION FEES			6,374.68	
17-500-00-091-318	RINGO SUPPLY			1,832.05	
17-500-00-091-319	HIGHVIEW HOMES LLC			6,701.43	
TOTALS FOR	Developer's Escrow	0.00	0.00	19,095.61	19,095.61

Total to be paid from Fund 17 Developer's Escrow

19,095.61

19,095.61

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

Meeting Date: 08/24/2020 For bills from 07/23/2020 to 08/19/2020

Check#	Vendor	Description	Payment	Check Total
5356	4002 - KAREN BRENNFLECK	PO 22333 2020 Rec Camp supplies	77.07	
		PO 22358 REIMBURSEMENT: BEACH TENT	79.00	156.07
5357	2162 - KEVIN WALLACE	PO 22334 2020 Rec Camp supplies	8.97	8.97
5358	3701 - RSCHOOLTODAY	PO 22356 2020 COMMUNITY ED CLASS REGISTRATION PRO	995.00	995.00
5359	3822 - ULINE, INC	PO 22310 HISTORIC PRESERVATION- ORDER# 39549356	61.22	61.22
TOTAL				1,221.26

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	1,221.26
33-600-00-090-000	Recreation Trust Reserves			1,221.26	
TOTALS FOR	Recreation Trust	0.00	0.00	1,221.26	1,221.26

Total to be paid from Fund 33 Recreation Trust

1,221.26

1,221.26

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

RESOLUTION 130-20

“RESOLUTION AUTHORIZING 2020 MUNICIPAL EMPLOYEES’ SALARY”

WHEREAS, the Borough Council adopted Ordinance #11-19 setting the salary ranges for Director of Public Works position; and

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

NOW, THEREFORE, BE IT RESOLVED that the following salaries are effective **August 31, 2020**, and are to be pro-rated where specific dates are indicated:

BE IT FURTHER RESOLVED that the Borough Manager is authorized to set the salary level according to the salary ranges in Ordinance #11-19 for all non-permanent part-time and seasonal employees.

<i>TITLE</i>	<i>1/1/20</i>	<i>8/31/20</i>	<i>\$ CHANGE</i>
DIRECTOR OF PUBLIC WORKS	\$102,500	\$105,000	\$2,500

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 August 24, 2020.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION 131-20

“RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR MORRIS AVENUE IMPROVEMENT PROJECT”

WHEREAS, the Borough published specifications and solicited bids for the Morris Avenue Improvement project; and

WHEREAS, eight (8) bids were received on June 4, 2020; and

WHEREAS, the lowest conforming bid was submitted by Mike Fitzpatrick Equipment Co. Inc, Oakridge, New Jersey in an amount of \$756,983.30; and

WHEREAS, the low bid is within the budgeted amount for this project and has been reviewed and recommended by the Borough Engineer; and

WHEREAS, the Certified Finance Officer has determined that sufficient funds are available as evidenced by the Certification attached hereto; and

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 Mike Fitzpatrick Equipment Co. Inc. of Oakridge New Jersey, shall be awarded the Contract for the Morris Avenue Improvement project in an amount of \$756,983.30; and

BE IT FURTHER RESOLVED, that the Borough Clerk is hereby authorized to return the bid bonds submitted by the unsuccessful bidders immediately and the bid bond of the successful bidder upon receipt of a fully executed contract, performance guarantee, and other required documents.

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 August 24, 2020.

Mitchell Stern, Acting Municipal Clerk

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

CERTIFICATION OF THE AVAILABILITY OF FUNDS

04-215-55-990-001 Road Repaving, Morris Ave. \$70,000

04-215-55-986-001 2019 Capital Ordinance 10-19 \$535,660.30

04-215-55-987-014 2020 Capital Ordinance 4-20 \$151,323.00



Monica Goscicki, CFO

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor/Professional: MIKE FITZPATRICK

Financial Impact:

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

Date: _____

THIS CONTRACT, made this _____ day of _____, in the year _____, by and between the Borough of Mountain Lakes, a body politic and corporate of the State of New Jersey, and hereinafter called the Owner, party of the first part, and Mike Fitzpatrick Contractors, Inc.

hereinafter called the Contractor, party of the second part.

WITNESSETH, that in consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor agrees to perform all of the work described in the Request for Proposals and agrees to comply with all the terms therein, for the price or prices submitted in the Proposal. Said prices shall be full compensation for the services to be provided, and for all losses and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by, or in consequence of, the work.

2. The Contractor will commence the services to be provided on the date stipulated and shall provide said services shall be provided in a continuous manner for the contract period.

3. The Contractor will furnish all of the equipment, fuel, labor and all else necessary to provide the services described herein. The Contractor shall provide said services in an expeditious, continuous, and substantial manner, to the satisfaction of the Borough.

4. The Contractor agrees to provide all of the service described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the services provided, and for all losses and damages arising out of the nature of the work, or from the action of the elements, or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by, or in consequence of, the work.

5. The term "Contract Documents" means and will consist of, the Request for Proposals, the Proposals submitted and attached hereto, the Notice of Award and/or any other General Requirements.

6. The Contract Documents enumerated above are hereby made party of this Contract as though they were physically attached hereto, and by execution of this Contract the Contractor acknowledges that he has examined, and is familiar with the contents of the said Contract Documents.

7. The Owner will make payments to the Contractor in the manner and at such times as set forth in the Contract Documents, in such amounts as required by the Contract Documents.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. The Contractor herein represents that neither the Contractor nor any person owning 5% or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2A:93-2, 2A:93-6, or 2A:97-2 subsequent to September 13, 1977.

10. By execution of this Contract, the Contractor acknowledges that he has examined, and is familiar with, the proposed work.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, the day and year first above written.

Attest:

BOROUGH OF MOUNTAIN LAKES

By: _____

Attest:

MIKE FITZPATRICK CONTRACTORS
(Name of Contractor)

Saura McConnell

By: [Signature]
MICHAEL FITZPATRICK - Pres.

If the Contractor is a corporation, the signature of the proper officers and the corporation seal shall be affixed.

BOROUGH OF MOUNTAIN LAKES
Morris County, New Jersey

CONTRACT DOCUMENTS
consisting of

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, BONDS,
INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS,
SPECIAL CONDITIONS, TECHNICAL PROVISIONS
AND SPECIFICATIONS

for

MORRIS AVENUE IMPROVEMENTS - SECTIONS 1 & 3
Contract 2019.17

BOROUGH OFFICIALS

David Shepherd, Mayor

Lauren Barnett

Dan Happer

Janet Horst

Cynthia Korman

Audrey Lane


Thomas Menard

Mitchell Stern, Manager
Douglas Edler, Superintendent
Robert H. Oostdyk, Attorney

prepared by

ANDERSON & DENZLER ASSOCIATES, INC.
Consulting Engineers

519 Ridgedale Avenue East Hanover, New Jersey



William D. Ryden
NJPE 24334

May 2020

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NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the Borough of Mountain Lakes, at 10:00 AM on June 4, 2020 at the Mountain Lakes Municipal Building, 400 Boulevard, Mountain Lakes, New Jersey, for the proposed improvements to Morris Avenue.

The work to be performed shall consist of the furnishing of all labor, equipment, materials and all else necessary for the milling and resurfacing of approximately 17,282 square yards of roadway; construction of approximately 4,700 lineal feet of concrete and granite block curb replacement; construction of approximately 21,259 square feet of concrete sidewalk; and miscellaneous related and appurtenant work.

The Contract must be completed within 75 calendar days commencing 20 calendar days from the date of issuance of the Notice of Award.

Bidders are hereby advised that this project is being funded in part with State monies provided through a grant under the Transportation Bond Issue. Contractors currently on the N.J.D.O.T. Debarred List are excluded from participation on this project.

All bids shall be made on the forms furnished and shall be enclosed in a sealed envelope marked with the name and address of the Bidder, the name of the Owner, the Contract Number and Title.

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of ten percent (10%) (not to exceed \$20,000) of the total bid, payable to the Owner, as a guarantee that if the contract is awarded to the Bidder he will enter into a contract with the Owner.

The successful Bidder will be required to furnish payment and performance bonds each in an amount equal to one hundred percent (100%) of the contract award. Each Bidder shall submit with his proposal a completed Consent of Surety Form, stating that the surety company will provide him with the required payment and performance bonds.

The attention of the Bidder is called to the conditions of employment to be observed and minimum wage rates to be paid under the contract. The successful Bidder shall be required to comply with the provisions of the Department of Labor's current wage rate determination, The New Jersey Prevailing Wage Act, The Contract Work Hours and Safety Standards Act, The Copeland Act, and The Davis-Bacon Act.

Each bidder must complete the Ownership Disclosure Statement, the Non-Collusion Affidavit and the Affirmative Action Assurance Form contained in the proposal package in order to be eligible for consideration for award of this Contract. In addition, when applicable, the Bidder shall be required to submit a list of specialty trade subcontractors who will be used on the Project, along with a certificate pursuant to P.L. 1997, c.408.

During the performance of this contract, the contractor shall be required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27, regarding affirmative action.

This Contract is subject to all of the Department of Labor Safety and Health Regulations and to the applicable provisions of the Occupational Safety and Health Act of 1970.

Bidders shall be registered with the Department of Labor Division of Wage and Hour Compliance as required by the Public Works Contractor Registration Act (PWCRA) P.L. 1999, c.238-N.J.S.A. 34:11-56.48 et seq., and shall submit a copy of their registration certificate with the proposal package in order to be eligible for consideration for award of this Contract.

This Contract is subject to the provisions of the Business Registration Law, P.L. 2004, c. 57, N.J.S.A. 52:32-44, and bidders must submit a copy of their registration certificate with the proposal package in order to be eligible for consideration for award of this Contract.

Contract Documents for the proposed work are on file in the office of the Borough Clerk, 400 Boulevard, Mountain Lakes, New Jersey, and at the office of the Consulting Engineer, Anderson & Denzler Associates, Inc., 519 Ridgedale Avenue, East Hanover, New Jersey, and may be inspected by prospective bidders during office hours. Contract Documents may be obtained only at the office of the Consulting Engineer, upon payment of Fifty Dollars (\$50.00) per set, checks to be made payable to Anderson & Denzler Associates, Inc. Neither the Owner nor the Engineer shall be responsible for full or partial sets of Contract Documents, including addenda, obtained from any other source. The Fifty Dollar (\$50.00) document charge is non-refundable.

The Contract will be awarded to the lowest responsible bidder, as set forth in the Contract Documents, the right being reserved by the Borough to reject all proposals or any proposal which may be informal or the acceptance of which for any other reasons would be detrimental to the best interests of the Borough, and to waive informalities.

By the direction of the Borough Council of the Borough of Mountain Lakes,

Mitchell Stern
Borough Manager

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

The attention of bidders is directed to Article 1.0 of the General Conditions wherein definitions of Contract terms are given.

2.0 BIDDER'S EXAMINATION AND INSPECTION

Bidders must thoroughly examine the Contract Documents, must visit the locations of the work, inform themselves of the conditions at the sites of the work, and make their own estimates of the facilities, and difficulties attending the execution of the work. Failure to perform the above will not relieve the successful bidder of his obligation to perform and complete the construction in accordance with the Contract Documents.

3.0 PROPOSALS

All bids shall be made on the form of Bid or Proposal contained herein. Each proposal, when submitted, must be enclosed in a sealed envelope endorsed with the name and address of the Bidder, and endorsed with the name of the Owner, the Contract Number, and Title. Said sealed envelope shall be delivered to the Owner at the time and place, and marked to the attention of the person, all as designated in the Notice to Bidders.

Proposals must be typed or written in ink on the blank forms provided. Prices must be given both in writing and in numerical values. In the case of a difference, the written price shall govern. In the event of a mathematical error in any price extension(s), and/ or in the total bid figure, the Owner will recalculate same using the written price(s); and the resulting recalculated bid price will be used in determining the actual bid amount.

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. If any information required herein is not provided, the proposal shall be deemed irregular and for which cause may be rejected as informal and not considered.

No proposal, after it shall have been opened, shall be withdrawn except as may be permitted hereinafter at Paragraphs 5.0 and 16.0.

4.0 CERTIFIED CHECK, CASHIER'S CHECK OR BID BOND

Each proposal must be accompanied by a certified check, cashier's check, or bid bond in an amount equal to ten percent (10%) of the total bid or \$20,000, whichever is smaller, as a guarantee of the good faith of the bidder and for the proper execution of the Contract and filing of the necessary bond as hereinafter provided. A Consent of Surety Statement from a surety company authorized to do business in the State of New Jersey, agreeing to furnish the required contract bonds upon award of the Contract, shall also accompany each proposal. Surety companies executing bonds must appear on the Treasury Department's most current list, (Circular 570 as amended) if Federal funding is involved, or if otherwise stipulated.

Unless otherwise requested by the bidder, within ten (10) days of opening of bids (Sundays and Holidays excepted), the Owner will return the certified or cashier's checks or bid bonds of all except the three (3) lowest responsible bidders. The bids of those bidders whose bid

security has been returned will be considered as withdrawn. Within three (3) days (Sundays and Holidays excepted) after the award and execution of the Contract, and after the approval of the successful bidder's payment and performance bonds, the certified checks or bid bonds of the remaining unsuccessful bidders and of the successful bidder will be returned.

5.0 AWARD OF THE CONTRACT

The Contract will be awarded to the lowest formal and responsible bidder who, in the judgment of the officials of the Owner, is best qualified to do this work; and the Owner reserves the right to reject any or all bids and to waive informalities. Proposals which do not show adequate proof of the qualifications of the bidder or do not otherwise conform to the requirements of this Contract, will be rejected.

The award of the Contract will be made by the Owner as soon as practicable after the acceptance of the bids, and the Contract will be awarded or all bids will be rejected within sixty (60) days after the opening of the bids, except that the bids of any bidders who consent thereto, may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

No bidder may withdraw his bid for a period of sixty (60) days after the date of opening bids, but may do so at any time prior to the time for the opening thereof; except for Bidders claiming a mistake under N.J.S.A. 40A:11-23.3 as further described at Paragraph 16.0 herein.

6.0 EXECUTION OF CONTRACT AND BOND

The bidder to whom the Contract is awarded will be required to execute the Contract and furnish the performance bond and payment bond within twenty (20) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Contract forms. In case of failure of the bidder to execute the Contract within the time above stated, the Owner may at his option consider the bidder in default, in which case the certified check or bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of acceptable performance bond, payment bond, and Contract, signed by the party to whom the contract was awarded, shall sign the Contract and return to such party an executed duplicate of the Contract. Should the Owner not execute the Contract within such period, the bidder may by written notice withdraw his signed Contract. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

As soon as practicable after the execution of the Contract by the Owner, a Notice to Proceed shall be issued to the Contractor. Said Notice to Proceed shall state the date on which the Contractor is to start work, the time for completion, and the completion date. Should there be reasons why the issuance of the Notice to Proceed may be delayed, the time of issuance may be extended by mutual agreement between the Owner and the Contractor.

7.0 PAYMENT AND PERFORMANCE BONDS

The Contractor, as part of the performance of this Contract, shall furnish and deliver to the Owner a performance bond and a payment bond, each in the amount of 100 percent of the Contract price, for the faithful performance by the Contractor of all the covenants and agreements on the part of the Contractor contained in this Contract, including the safeguarding of the Owner against infringements of any and all patents and the guaranteeing of the materials and workmanship and for the protection of all persons furnishing material and labor for the construction of this Contract to the Contractor or subcontractors.

Said bonds shall be with a corporate surety approved by the Owner, and shall be substantially in the form included in the Contract Documents, and must stipulate that any change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or in the specifications accompanying same shall not affect the surety's obligation for the bond, and must further provide for a waiver of notice of same.

Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

8.0 QUALIFICATIONS OF BIDDERS

Each proposal shall contain adequate proof of the qualifications of the bidder to perform in a satisfactory manner all the work covered by the Contract documents within the time specified in the Contract. This proof shall be fully recorded in the form of Bid or Proposal on pages left blank for that purpose.

This record shall show among other things:

- (a) That the bidder has a competent organization which performed work similar in amount, value, cost, character, and proportions.
- (b) That he has available for immediate use on the work, the necessary plant and equipment.
- (c) The names of all officers of the bidder corporation.
- (d) The name of the executive who will give personal attention to the work whenever so desired by the Owner or Engineer.

The Owner may make such investigations as it deems necessary to determine the ability of the bidder to perform the work in a satisfactory manner and within the time stipulated, and that he has had experience in performing work of the same or similar nature. The bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

9.0 AFFIRMATIVE ACTION

9.1 Requirements for Construction Contracts

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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 regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its

percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2.

The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- (A). If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B). If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1). To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2). To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3). Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

- (4). To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
- (5). If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6). To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii). The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv). If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7). To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

- C). The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- (D). The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

9.2 Requirements for Procurement or Services Contracts

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not 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 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 regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 afford equal employment opportunities to minority and women workers consistent with Good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2, or Good faith efforts to meet targeted 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, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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 targeted 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, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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 subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

10.0 BUY AMERICAN

In accordance with N.J.S.A. 40A: 11-18, only manufactured products of the United States, wherever available, shall be used for the work to be performed under this Contract.

11.0 EQUAL BIDS

When two or more bids are equal in all respects, award may be made at the discretion of the Owner by a lottery drawing which shall be witnessed by at least three (3) persons and which may be attended by the bidders or their representatives.

12.0 SALES TAX

The Owner is a body politic and corporate and as such is qualified under the New Jersey Sales Tax Law for exemption from the sales tax.

13.0 SUBCONTRACTORS

When applicable in accordance with P.L. 1997, c. 408, the Bidder shall include with his Proposal a list of names of the subcontractors to be utilized for the Project. Additionally, in accordance with P.L. 1997, c. 408, Bidders who will use more than one subcontractor for any of the specialty trades enumerated in N.J.S.A. 40A:11-16, must submit a certificate, simultaneously with his bid, listing each subcontractor named for the particular specialty trade. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to the subcontractor should the Bidder be awarded the Contract. If the Bidder fails to submit the required certificate, the Owner shall award the Contract to the next lowest responsive and responsible bidder.

14.0 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

In accordance with P.L. 2004, c. 57, the Bidder shall include with his Proposal a copy of the Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. In addition, the contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110(C.5:12-92) or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

15.0 PROMPT PAY LAW - N.J.S.A. 2A:30A

As per the provisions of N.J.S.A. 2A:30A-2, the Owner, being a public or governmental entity, hereby notifies the Bidder that the entity's governing body is required to vote on authorizations for each periodic payment, final payment or retainage monies. Therefore, the Owner will utilize the exception to the 30-day payment period and billing may be approved and certified at the next scheduled public meeting of the entity's governing body, and paid during the entity's subsequent payment cycle.

16.0 WITHDRAWAL OF BID - N.J.S.A. 40A:11-23.3

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to the bidding entity. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the bids.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-2.3.

The Owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or register mailing is within the five (5) business days following the opening of bids.

17.0 LIQUIDATED DAMAGES

This contract includes provisions for liquidated damages for failure to complete the work within the prescribed time requirements. The bidder's attention is directed to Article 4.0 of the General Conditions for the full language on liquidated damages.

PROPOSAL

PROPOSAL

TO the Borough of Mountain Lakes (hereinafter called "Owner").

FOR the construction and installation of the proposed municipal improvements, in strict accordance with the Contract Documents.

BY MIKE FITZPATRICK CONTRACTORS
16 COZY LAKE ROAD
OHK RIDGE NJ 07438

(Name and Address)

(hereinafter called "Bidder"), organized and existing under the law of the State of NJ, and doing business as a(n) CORPORATION (corporation, partnership, or individual).

The party above named, as Bidder, declares that the only persons or parties interested in this Proposal as principals are named above; that this Proposal is made without any connection with any other person, firm, or corporation making a Proposal for the same purpose; that the Proposal is in all respects fair and without collusion or fraud, and that no officer or employee of the Owner is, shall be, or will become, directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise, in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof; that he has examined the sites of the work, the Contract Documents and the Drawings therein referred to, and has read the Instructions to Bidders hereto attached; and he proposes and agrees, if this Proposal be accepted, that he will Contract with the Owner, in the form of Contract hereto attached, to furnish all the materials, labor and equipment, and all else necessary to perform all work specified in the Contract Documents in the manner and time therein specified, for the following price or prices; to wit:

MORRIS AVENUE IMPROVEMENTS - SECTIONS 1 & 3
Contract 2019.17

The descriptions given for each bid item are limited. Bidders are directed to the Specifications for complete descriptions of the items listed in the Proposal. Bid prices must be based on said complete descriptions.

The estimated quantities listed in this Proposal are for comparison of bids only. The Contractor shall be paid for the actual quantities of work which are completed as per the Contract Drawings and/or as directed by the Engineer, and which are measured as specified in the Contract Documents. For the furnishing and installation of the work, in accordance with the Contract Documents, the following prices:

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES</u>	<u>AMOUNT</u>
1	L.S.	Site preparation and restoration; for the lump sum price of \$ <u>4,500.00</u> . <u>four thousand five hundred</u> Dollars and <u>00</u> Cents	\$ <u>4,500.00</u>
2	100 S.Y.	Base repair, HMA 19M64; for the unit price of \$ <u>65.00</u> per square yard. <u>sixty five</u> Dollars and <u>00</u> Cents	\$ <u>6,500.00</u>
3	17,282 S.Y.	Pavement milling, 2" depth; for the unit price of \$ <u>3.55</u> per square yard. <u>three</u> Dollars and <u>fifty five</u> Cents	\$ <u>61,351.10</u>
4	1,976 TONS	2" HMA 9.5M64 overlay; for the unit price of \$ <u>82.00</u> per ton. <u>eighty two</u> Dollars and <u>00</u> Cents	\$ <u>162,032.00</u>
5	1,174 S.Y.	Paved gutter; for the unit price of \$ <u>16.00</u> per square yard. <u>sixteen</u> Dollars and <u>00</u> Cents	\$ <u>18,784.00</u>

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES	AMOUNT
6	3,036 L.F.	Concrete curb; for the unit price of \$ <u>35.⁰⁰</u> per lineal foot. <u>thirty five</u> Dollars and <u>00</u> Cents	\$ <u>106,260.⁰⁰</u>
7	1,664 L.F.	Granite block curb; for the unit price of \$ <u>35.⁰⁰</u> per lineal foot. <u>thirty five</u> Dollars and <u>00</u> Cents	\$ <u>58,240.⁰⁰</u>
8	42 L.F.	Concrete header; for the unit price of \$ <u>35.⁰⁰</u> per lineal foot. <u>thirty five</u> Dollars and <u>00</u> Cents	\$ <u>1,470.⁰⁰</u>
9	21,259 S.F.	Concrete sidewalk; for the unit price of \$ <u>6.⁸⁰</u> per square foot. <u>six</u> Dollars and <u>eighty</u> Cents	\$ <u>144,561.²⁰</u>
10	3,656 S.F.	Driveway apron; for the unit price of \$ <u>7.⁵⁰</u> per square foot. <u>seven</u> Dollars and <u>fifty</u> Cents	\$ <u>27,420.⁰⁰</u>
11	735 S.F.	Modular block retaining wall; for the unit price of \$ <u>34.⁰⁰</u> per square foot. <u>thirty four</u> Dollars and <u>00</u> Cents	\$ <u>24,990.⁰⁰</u>
12	337 L.F.	Welded steel handrail; for the unit price of \$ <u>150.⁰⁰</u> per lineal foot. <u>one hundred fifty</u> Dollars and <u>00</u> Cents	\$ <u>50,550.⁰⁰</u>

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES	AMOUNT
13	15 EA.	Detectable warning surface; for the unit price of \$ <u>275.00</u> each. <u>two hundred seventy five</u> Dollars and <u>00</u> Cents	\$ <u>4,125.00</u>
14	1 EA.	Replace catch basin, Type B; for the unit price of \$ <u>2,700.00</u> each. <u>two thousand seven hundred</u> Dollars and <u>00</u> Cents	\$ <u>2,700.00</u>
15	6 EA.	Replace inlet grates; for the unit price of \$ <u>475.00</u> each. <u>four hundred seventy five</u> Dollars and <u>00</u> Cents	\$ <u>2,850.00</u>
16	1 EA.	Install new catch basin frame Type A; for the unit price of \$ <u>2,500.00</u> each. <u>two thousand five hundred</u> Dollars and <u>00</u> Cents	\$ <u>2,500.00</u>
17	1 EA.	Install new catch basin frame Type B; for the unit price of \$ <u>2,700.00</u> each. <u>two thousand seven hundred</u> Dollars and <u>00</u> Cents	\$ <u>2,700.00</u>
18	3 EA.	Install new catch basin headpiece; for the unit price of \$ <u>500.00</u> each. <u>five hundred</u> Dollars and <u>00</u> Cents	\$ <u>1,500.00</u>
19	1 EA.	Install inlet grate riser piece; for the unit price of \$ <u>250.00</u> each. <u>two hundred fifty</u> Dollars and <u>00</u> Cents	\$ <u>250.00</u>

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES	AMOUNT
20	5 EA.	Raise inlet frame & grate w/block; for the unit price of \$ <u>450.00</u> each. <u>four hundred fifty</u> Dollars and <u>20</u> Cents	\$ <u>2,250.00</u>
21	8 EA.	Replace manhole frame & cover; for the unit price of \$ <u>550.00</u> each. <u>five hundred fifty</u> Dollars and <u>20</u> Cents	\$ <u>4,400.00</u>
22	22 EA.	Construction signs, up to 5 SF; for the unit price of \$ <u>75.00</u> each. <u>seventy five</u> Dollars and <u>20</u> Cents	\$ <u>1,650.00</u>
23	24 EA.	Construction signs, over 5 SF; for the unit price of \$ <u>110.00</u> each. <u>one hundred ten</u> Dollars and <u>20</u> Cents	\$ <u>2,640.00</u>
24	12 EA.	Breakaway barricades; for the unit price of \$ <u>50.00</u> each. <u>fifty</u> Dollars and <u>20</u> Cents	\$ <u>600.00</u>
25	5,450 L.F.	4" wide double yellow line; for the unit price of \$ <u>1.00</u> per lineal foot. <u>one</u> Dollars and <u>20</u> Cents	\$ <u>5,450.00</u>
26	100 L.F.	4" wide single white line; for the unit price of \$ <u>3.00</u> per lineal foot. <u>three</u> Dollars and <u>20</u> Cents	\$ <u>300.00</u>

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES	AMOUNT
27	150 L.F.	4" wide single blue line; for the unit price of \$ <u>3.00</u> per lineal foot. <u>three</u> Dollars and <u>00</u> Cents	\$ <u>450.00</u>
28	8 EA.	New thermoplastic crosswalk; for the unit price of \$ <u>300.00</u> each. <u>three hundred</u> Dollars and <u>00</u> Cents	\$ <u>2,400.00</u>
29	240 S.F.	Traffic markings, extruded thermoplastic, white; for the unit price of \$ <u>7.00</u> per square foot. <u>seven</u> Dollars and <u>00</u> Cents	\$ <u>1,680.00</u>
30	6 EA.	Pedestrian crossing sign; for the unit price of \$ <u>280.00</u> each. <u>two hundred eighty</u> Dollars and <u>00</u> Cents	\$ <u>1,680.00</u>
31	1 EA.	Handicap parking sign; for the unit price of \$ <u>200.00</u> each. <u>two hundred</u> Dollars and <u>00</u> Cents	\$ <u>200.00</u>
32	10 EA.	Pavement reflectors at fire hydrants; for the unit price of \$ <u>200.00</u> each. <u>two hundred</u> Dollars and <u>00</u> Cents	\$ <u>2,000.00</u>
33	L.S.	Allowance for asphalt price adjustment; for the lump price of <u>\$2,000.00.</u> <u>Two Thousand</u> Dollars and <u>Zero</u> Cents	\$ <u>2,000.00</u>

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES</u>	<u>AMOUNT</u>
34	L.S.	Allowance for fuel price adjustment; for the lump price of <u>\$1,000.00.</u> <u>One Thousand</u> Dollars and <u>Zero</u> Cents	\$ <u>1,000.00</u>

35	500 HR.	Uniformed traffic officers; for the unit price of <u>\$90.00</u> per hour. <u>Ninety</u> Dollars and <u>Zero</u> Cents	\$ <u>45,000.00</u>
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TOTAL BID

~~\$ 723,283.~~
\$ 756,983.³⁰

Fitzpatrick Current Work On Hand as of 5/15/20

Customer	Contract	Work Completed	Balance to Complete	Est. Completion Date
Jefferson - Brady Road	\$ 224,540.00	\$ -	\$ 224,540.00	May-20
Totowa Borough	\$ 297,814.00	\$ -	\$ 297,814.00	May-20
Connell Office Park	\$ 1,470,000.00	\$ 140,000.00	\$ 1,330,000.00	May-20
Randolph Township	\$ 339,690.00	\$ -	\$ 339,690.00	May-20
Triboro Development	\$ 11,497,633.00	\$ 3,544,718.00	\$ 7,952,915.00	Jul-21
Morris County (4) Projects	\$ 2,543,699.00	\$ -	\$ 2,543,699.00	Jul-20
Totals	\$ 13,829,677.00	\$ 3,684,718.00	\$ 10,144,959.00	

Construction Experience Completed Projects

Project	Completed Value	Owner	Contact	Completion Date	Total Tonnage
Kearny Warehouse	\$ 6,382,938.00	Northstar Construction	610-395-7005	Mar-20	11,232
Washington Twp Road Program	\$ 840,394.00	Washington Twp	201-664-4404	Nov-17	8,233
Oakland Road Program	\$ 635,479.00	Oakland Borough	201-377-8111	Jul-17	4,750
Hillsdale Road Program	\$ 536,118.00	Hillsdale Borough	201-666-4800	Sep-17	5,104
Depiero Farms Development	\$ 14,632,776.00	S. Hekemian Inc	973-769-9081	Dec-17	11,446
Springfield Market - Newark	\$ 6,907,649.00	March Associates	973-904-0213	Apr-16	6,031
Ramsey Co-Op	\$ 2,178,932.00	Ramsey Borough	201-825-3400	Oct-18	21,654
Ryerson Ave	\$ 472,075.00	Bloomington Boro	973-838-0127	Sep-16	2,166
Reservoir Road W. Milford	\$ 547,615.00	West Milford	973-728-2850	May-19	5,690
Jefferson Road Program	\$ 857,352.00	Jefferson Tswp	973-697-1500	May-15	10,160
Morris County Co-Op - Tilcon	\$ 1,028,500.00	Tilcon	855-659-1100	Jan-Dec - 2019	16,210

Project References

Project	Contact	Phone Number
Paul Darmofalski Engineering	Tom Boorady	973-835-8300
Hekemian Companies	Bryan Hekemian	201-487-1500
West Milford Engineering	Eric Miller	973-728-8250
Jefferson Township Engineer	Ed Haack	973-697-1500
Torcon Construction	Phil Centineo	201-819-8521
March Associates Construction	Lou March	973-904-0213
Tilcon - Morris County Co-Op	Jim Coddington	973-418-2326
Northstar Construction	Craig Johnson	610-395-7005
Boswell Engineering	Dan Lapinski	201-641-0770

BIDDER QUESTIONNAIRE

1. Name and address of contracting firm:

MIKE FITZPATRICK CONTRACTORS

16 COZY LAKE ROAD

OAK RIDGE NJ 07438

Phone 973-208-5500 Fax 973-208-5504

Email mikejr@mikefitzpatrick.com

2. Names and addresses of all officers of the corporation, or all persons interested in the foregoing bid as principals:

<u>Name</u>	<u>Address</u>
<u>MICHAEL FITZPATRICK</u>	<u>125 REEVE AVE</u>
	<u>BLOOMINGDALE NJ 07403</u>

3. Has any member of the firm or officer of the corporation been in bankruptcy?

NO

If yes, give particulars _____

4. Has any member of the firm, or officer of the corporation, been an officer in a corporation which has been in a bankruptcy? NO

If yes, give particulars _____

5. Has your firm or corporation ever defaulted or been declared in default on any contract? NO

If yes, give particulars _____

6. How many years has your present organization been in the contracting business? 75

7. List 2 or 3 general business references.

<u>Name</u>	<u>Type of Business</u>	<u>Address</u>	<u>Phone</u>
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<u>SEE ATTACHE!</u>			

8. List bank references.

<u>Name</u>	<u>Address</u>	<u>Phone</u>
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<u>LAKELAND BANK</u>	<u>OAK RIDGE ROAD</u>	<u>973-697-2000</u>
	<u>OAK RIDGE NJ 07438</u>	

Fitzpatrick Current Work On Hand as of 5/15/20

Customer	Contract	Work Completed	Balance to Complete	Est. Completion Date
Jefferson - Brady Road	\$ 224,540.00	\$ -	\$ 224,540.00	May-20
Totowa Borough	\$ 297,814.00	\$ -	\$ 297,814.00	May-20
Connell Office Park	\$ 1,470,000.00	\$ 140,000.00	\$ 1,330,000.00	May-20
Randolph Township	\$ 339,690.00	\$ -	\$ 339,690.00	May-20
Triboro Development	\$ 11,497,633.00	\$ 3,544,718.00	\$ 7,952,915.00	Jul-21
Morris County (4) Projects	\$ 2,543,699.00	\$ -	\$ 2,543,699.00	Jul-20
Totals	\$ 13,829,677.00	\$ 3,684,718.00	\$ 10,144,959.00	

Construction Experience Completed Projects

Project	Completed Value	Owner	Contact	Site Improvements - Milling - Paving
Kearny Warehouse	\$ 6,382,938.00	Northstar Construction	610-395-7005	Completion Date: Mar-20 Total Tonnage: 11,232
Washington Twsp Road Program	\$ 840,394.00	Washington Twsp	201-664-4404	Completion Date: Nov-17 Total Tonnage: 8,233
Oakland Road Program	\$ 635,479.00	Oakland Borough	201-377-8111	Completion Date: Jul-17 Total Tonnage: 4,750
Hillsdale Road Program	\$ 536,118.00	Hillsdale Borough	201-666-4800	Completion Date: Sep-17 Total Tonnage: 5,104
Depiero Farms Development	\$ 14,632,776.00	S. Hekemian Inc	973-769-9081	Completion Date: Dec-17 Total Tonnage: 11,446
Springfield Market - Newark	\$ 6,907,649.00	March Associates	973-904-0213	Completion Date: Apr-16 Total Tonnage: 6,031
Ramsey Co-Op	\$ 2,178,932.00	Ramsey Borough	201-825-3400	Completion Date: Oct-18 Total Tonnage: 21,654
Ryerson Ave	\$ 472,075.00	Bloomington Boro	973-838-0127	Completion Date: Sep-16 Total Tonnage: 2,166
Reservoir Road W. Milford	\$ 547,615.00	West Milford	973-728-2850	Completion Date: May-19 Total Tonnage: 5,690
Jefferson Road Program	\$ 857,352.00	Jefferson Twsp	973-697-1500	Completion Date: May-15 Total Tonnage: 10,160
Morris County Co-Op - Tilcon	\$ 1,028,500.00	Tilcon	855-659-1100	Completion Date: Jan-Dec - 2019 Total Tonnage: 16,210

Project References

Project Reference	Contact	Phone Number
Paul Darmofalski Engineering	Tom Boorady	973-835-8300
Hekemian Companies	Bryan Hekemian	201-487-1500
West Milford Engineering	Eric Miller	973-728-8250
Jefferson Township Engineer	Ed Haack	973-697-1500
Torcon Construction	Phil Centineo	201-819-8521
March Associates Construction	Lou March	973-904-0213
Tilcon - Morris County Co-Op	Jim Coddington	973-418-2326
Northstar Construction	Craig Johnson	610-395-7005
Boswell Engineering	Dan Lapinski	201-641-0770

9. List equipment owned by your organization which is available for immediate use on this project.

SEE ATTACHED

10. Number of permanent employees in your organization:

Supervisory 10

Labor 26

Operators 21

11. How many additional employees are contemplated for this work?

Supervisory 0

Labor 0

Operators 0

Equipment List

ID Number	Make	Model Number	Description	Size	Serial #	Year
AC-1	Ingersoll-Rand	185	Air Compressor		U319791	2001
AC-2	Ingersoll-Rand	185	Air Compressor		U320860	2001
AC-3	Doosan	P185WDOU	Mounted Compressor		490125UKACF89	2018

AR-1	Caterpillar	CB224C	Asphalt Roller	5 Ton	3AL00889	1997
AR-2	Caterpillar	CB534C	Asphalt Roller	20 Ton	5HN00521	2001
AR-3	Caterpillar	CB14XW	Asphalt Roller	2 ton	DTT00565	2009
AR-4	Caterpillar	CB24	Asphalt Roller	5 ton	24000749	2009
AR-5	Caterpillar	CB34	Asphalt Roller	8 ton	34500620	2011
AR-6	Caterpillar	CB534DXW	Asphalt Roller	25 ton	PEAA00599	2007
AR-7	Caterpillar	CB434D	Asphalt Roller		CNH01197	2011
AR-8	Caterpillar	CB54B	Asphalt Roller		LXD00143	2013

BH-1						
BH-2	Caterpillar	430D	Backhoe	19,200 lbs	BML01049	2002
BH-3	Caterpillar	430D	Backhoe	19,200 lbs	BML02331	2002
BH-4	Caterpillar	430E	Backhoe		DDT00818	2008

CR-1	Fintek	1107	Track Jaw Crusher		41107057	2004
CR-2	Terex	J-1160	Track Jaw Crusher	42 Ton	TOMFB1411	2015

DZ-1	Caterpillar	D5N	Dozer		AGG02451	2006
DZ-2						
DZ-3	Caterpillar	D5K2LGP	Dozer		KY200748	2016
DZ-4						
DZ-5	Caterpillar	D5GXL	Dozer		WGB02072	2005
DZ-6						
DZ-7	Caterpillar	D8R	Dozer		7XM04423	1998
DZ-8	Caterpillar	D8T	Dozer		KPZ01147	2006
DZ-9	Caterpillar	D6K	Dozer		FBH00746	2008
DZ10	Caterpillar	D5K2LGP	Dozer		KY207432	2019

ED-1	Caterpillar	D250E	End Dump	25 Ton	5TN00238	1995
ED-2	Caterpillar	D350E	End Dump	35 Ton	9LR00559	1998
ED-3	Caterpillar	725	End Dump	25 ton	B1L00545	2006
ED-4	Caterpillar	730	End Dump	30 Ton	B1M03296	2011
ED-5	Volvo	A35D	End Dump	35 Ton	72225	-
ED-6	Caterpillar	740	End Dump	40 Ton	B1P02351	2007

EX-1	Caterpillar	336EL	Excavator		BZY02334	2013
EX-2						
EX-3	Caterpillar	303CR	Excavator		DMA04871	2008

ID Number	Make	Model Number	Description	Size	Serial #	Year
EX-4	Caterpillar	312CL	Excavator		CBA02301	2008
EX-5	Caterpillar	315C	Excavator		CJC00836	2006
EX-6						
EX-7	Caterpillar	321CLCR	Excavator		MCF01155	2008
EX-8						
EX-9	Caterpillar	325CL	Excavator		BFE01279	2004
EX-10	Caterpillar	325CL	Excavator		CRB01601	2005
EX-11	Caterpillar	330CL	Excavator		DKY03643	2008
EX-12						
EX-13	Caterpillar	308CR	Excavator		KCX01168	2006
EX-14						
EX-15	Caterpillar	330D	Excavator		MWP01418	2007
EX-16	Caterpillar	314C	Excavator		PCA00236	2003
EX-17	Caterpillar	336D	Excavator		W3K00808	2009
EX-18	Caterpillar	349E	Excavator		MPZ00319	2011
EX-19	Caterpillar	316E	Excavator		DZW287	2012
EX-20	Caterpillar	305E2 CR	Excavator		H5M08087	2018
EX-21	Caterpillar	308E2 CR	Excavator		FJX00765	2014
EX22	Caterpillar	349F	Excavator		LBZ220833	2019
EX23	Caterpillar	308E2 CR	Excavator		FJX08769	2017

GR-1	Caterpillar	12H	Grader	58,000 lbs	4XM02314	2000
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HH-1	Caterpillar	H120	Hyd. Hammer	4,000 lbs	9MM04039	2006
HH-2	Caterpillar	H160	Hyd. Hammer	8,000 lbs	HT1220	2000
HH-3	Teran	THH2000B	Hyd. Hammer	4,185 lbs	CE13709	2019

LO-1	Caterpillar	950F	Wheel Loader	5 C.Y.	8TK022918	1995
LO-2	Caterpillar	938G II	Wheel Loader	4 C.Y.	CRD01546	2005
LO-3	Caterpillar	950G	Wheel Loader	5 C.Y.	AXX01394	2005
LO-4	Caterpillar	924G	Wheel Loader	3 C.Y.	DDA03219	2006
LO-5	Caterpillar	938G	Wheel Loader	4 C.Y.	4YS02236	2001
LO-6	Caterpillar	938H	Wheel Loader	4 C.Y.	MJC01257	2011
LO-7	Caterpillar	966G	Wheel Loader	6 C.Y.	3SW00693	2001

LT1	Doosan	LSC	Light Tower		4FVLSACA4DV448518	
LT2	Wacker	LTC4L	Light Tower		5F13D141671000940	
LT3	Magnum	MLT3060M	Light Tower		5AJLS1410CB210493	
LT4	Magnum	MLT3060M	Light Tower		5AJLS141XCB210694	
LT5	Magnum	MLT3060M	Light Tower		5AJLS1617BB012439	
LT6	Magnum	MLT3060M	Light Tower		5AJLS1612ABB005767	

ID Number	Make	Model Number	Description	Size	Serial #	Year
MS-1	Wanco	WTSP110LSAC	25 Lgt. Arrowboard		V1249469	1998
MS-2	Miller		Asp. Curb Mach.		MC550	1972
MS-3	Asphlunth	JDC100	Chipper		1224	1987
MS-4	Caterpillar	50	Forklift		SAM91582	1997
MS-6						
MS-7	Magnum	MLT4060	Light Tower	1,850 lbs	51933	2005
MS-8	Finlay	36"X60'RS	Radial Stacker		36X600518	2004

ML-1						
ML-2	Wirtgen	W210i	Cold Planer		1520.1229	2017

PV-1	Volvo	P7110	Paver	50,053 lbs	385010	2013
PV-2	Blaw-Knox	PF5510	Paver	10 T Hopper	551028-87	2002
PV-3						
PV-4	Blaw Knox	PF4410	Paver		180469	2005
PV-5	Volvo	P7710	Paver		385084	2018

SC-1	Caterpillar	CS563D	Soil Compactor	25 ton	9MW00934	2002
SC-2						
SC-3	Caterpillar	CS563E	Soil Compactor	25 ton	CNG00828	2006
SC-4	Caterpillar	CS563E	Soil Compactor	25 ton	CNG00597	2009
SC-5	Caterpillar	CS433E	Soil Compactor	18 ton	ASR00489	2005

SCR - 1	Finlay	883	Reclaimer	68,000	FPK-560306	2008
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SS-1	Caterpillar	272C	Skid Steer		RED1567	2009
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TH-1	Caterpillar	TL943	Telehandler		THH00496	2013
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TR-1	Wacker	RT82	Trench Roller		5525615	2005
TR-2	Wacker	RT82	Trench Roller		5655572	2006
TR-3	Wacker	RTKX-SC3	Trench Roller		33202050	2016
TR-4	Wacker	RTSC2	Trench Roller		20154992	2013
TR-5	Wacker	RT82-SC2	Trench Roller		5822158	2008
TR-6	Wacker	RTSC3	Trench Roller	3235	24224632	2016

WT-1	Caterpillar	250E	Off-Road Water Truck		4PS00374	1999
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NON-COLLUSION AFFIDAVIT

STATE OF NJ

SS:

COUNTY OF MORRIS

I, MICHAEL FITZPATRICK of BLOOMINGDALE
(Name of Affiant) (Municipality)


in the County of PASSAIC and the State of NJ

of full age, being duly sworn according to law, on my oath depose and say that:

I am PRESIDENT of MIKE FITZPATRICK CONTRACTORS
(Title of Position) (Name of Bidder)

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or agent has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide established commercial or selling agencies maintained by MIKE FITZPATRICK CONTRACTORS
(Name of Bidder)

Signature of Affiant 

Typed or Printed Name of Affiant MICHAEL FITZPATRICK

Address of Affiant 125 REBEA AVE
BLOOMINGDALE NJ 07403

Subscribed and sworn to
before me this 3rd day of
June, 2020
Laura E. McConnell

LAURA E. McCONNELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/7/2023

IDENTIFICATION OF SUBCONTRACTORS

For projects involving public building(s) as required by N.J.S.A. 40A:11-16, bidders must identify all subcontractors with whom they propose to contract for the hereindescribed project. The subcontractors listed herein must actually be used for the work.

For subcontracted trades requiring licenses or permits, Bidders must provide license and/or permit numbers, expiration dates and copies of the documents. If a Bidder intends to perform any portions of the work involving licensed/permitted trades, he must list himself as the applicable subcontractor and provide the above specified information.

Subcontractor Name: Statewide Striping
Address: 499 Pomara Rd Parsippany NJ
Nature of Work: Striping
Trade: Striping
License/Permit: _____

Subcontractor Name: _____
Address: _____
Nature of Work: _____
Trade: _____
License/Permit: _____

Subcontractor Name: _____
Address: _____
Nature of Work: _____
Trade: _____
License/Permit: _____

Subcontractor Name: _____
Address: _____
Nature of Work: _____
Trade: _____
License/Permit: _____

Subcontractor Name: _____
Address: _____
Nature of Work: _____
Trade: _____
License/Permit: _____

AFFIRMATIVE ACTION ASSURANCE FORM

During the performance of this contract, the contractor agrees to comply with P.L. 1975, C.127, regarding affirmative action and the regulations promulgated thereunder as set forth in the Contract Documents.

FOR PROCUREMENT OR SERVICE CONTRACTS, the contractor to whom the Contract is awarded is required to submit to the Owner, prior to or at the time the contract is submitted for signing by the Owner (in accordance with N.J.A.C. 17:27-3.3(a) promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office in the New Jersey Department of Treasury and completed by the contractor in accordance with N.J.A.C. 17:27-4. Blank forms (NJ Form AA302) are available from the Affirmative Action Office or the Owner.

FOR CONSTRUCTION CONTRACTS WHICH ARE NOT SUBJECT TO A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM, no later than three (3) days after signing a construction contract, the contractor is required to submit to the Owner and the Affirmative Action Office an initial project manning table consisting of forms provided by the affirmative action office (NJ Form AA201) and completed by the contractor in accordance with N.J.A.C. 17:27-7.

PLEASE INDICATE WHICH COMPLIANCE DOCUMENTATION YOU WILL PROVIDE IN THE EVENT THE CONTRACT IS AWARDED TO YOUR FIRM, AND ACKNOWLEDGE RECEIPT OF THE AFFIRMATIVE ACTION REQUIREMENTS BY SIGNING BELOW.

Evidence that an existing federally approved or sanctioned affirmative action program is in effect.

A certificate of employee information report approval, certificate No. _____

An initial Employee Information Report completed by the contractor in accordance with N.J.A.C. 17:27-4.

Firm Name MIKE FIZPATRICK CONTRACTORS

Name of Representative MICHAEL FIZPATRICK

Signature [Handwritten Signature]

Title PRESIDENT Date 6-3-20

BID SUBMISSION CHECKLIST

A. Failure to submit any of the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2). The bidder shall check and initial at each item as acknowledgement that the item has been provided:

- Bid guarantee as required by N.J.S.A. 40A:11-21. Initials ms
- Certificate from a surety company pursuant to N.J.S.A. 40A:11-22. Initials ms
- Statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2. Initials ms
- A listing of subcontractors. Initials ms
- If applicable, bidder's acknowledgement of receipt of addenda to specifications or bid documents. Initials ms

B. Failure to submit any of the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

- Bidder's and Subcontractors Business Registration Certificates, pursuant to P.L. 2004, C.57. Initials ms
- Consent of Surety as to a Labor and Material Payment Bond Initials ms
- Submission of a Non-Collusion Affidavit (this form must be Notarized) Initials ms
- Affirmative Action Assurance Form Initials ms
- Public Works Contractor Registration Certificate, pursuant to P.L. 1999, c.238 Initials ms
- Iran Investment Activities Disclosure, as required by N.J.S.A. 40A:11-2.1. Initials ms

C. The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: MIKO KIERPASICK CONTRACTORS

By Authorized Representative:

Signature: 

Print Name and Title: MICHAEL KIERPASICK

Date: 6-3-20

Accompanying this Proposal are the following items as required by the Contract Documents:

Certified check or bid bond for the sum of \$ _____

Consent of Surety Statement, dated _____

Public Works Contractor Registration Certificate, dated 6/18, 20

Business Registration Certificate, dated 11/11/19

Iran Investment Activities Disclosure, dated JUNE 3, 2020

The Bidder acknowledges receipt of the following Addenda:

No. <u>N/A</u>	dated <u>N/A</u>	Initials <u>N/A</u>
No. _____	dated _____	Initials _____
No. _____	dated _____	Initials _____
No. _____	dated _____	Initials _____

The Bidder, as attested by signature below, formally makes this Proposal and acknowledges the submission of all information required on foregoing pages P-1 through P-11.

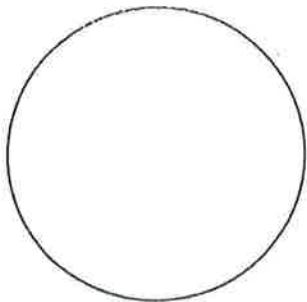
Proposal respectfully submitted:


(Signature)

PRESIDENT
(Title)

6-3-20
(Date)

16 COZY LAKE ROAD
OPK RIDGE NJ 07438
MIKE HIRSHACKEL CONTRACTORS
 (Address)



SEAL if Bid is by a corporation

OWNERSHIP DISCLOSURE STATEMENT

OWNERSHIP DISCLOSURE STATEMENTName of Business MIKE FITZPATRICK CONTRACTORSAddress of Business 16 COZY LAKE ROADOAK RIDGE NJ 07438Name of Person Completing This Form MICHAEL FITZPATRICK

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid or proposal.

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership Limited Partnership Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): _____

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

or

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name MICHAEL FITZPATRICK
 Address 125 REEVE AVE
BLOOMINGDALE NJ
07403

Name _____
 Address _____

Name _____
 Address _____

Name _____
 Address _____

Name _____
 Address _____

Name _____
 Address _____

Part III Any Direct or Indirect Parent Entity Which is Publicly Traded

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

or

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

and

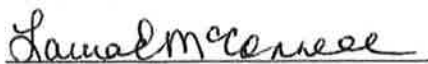
Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Signature of Affiant 

Printed Name of Affiant MICHAEL FITZPATRICK

Address of Affiant 125 RUEVE AVE
BLOOMINGDALE NJ 07403

Subscribed and sworn to
before me this 3rd day of
June, 2020



Notary Public

My Commission expires October 7, 2023

LAURA E. McCONNELL
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/7/2023

CONTRACT

MORRIS AVENUE IMPROVEMENTS - SECTIONS 1 & 3
Contract 2019.17

THIS CONTRACT, made this _____ day of _____ in the year _____, by and between the Borough of Mountain Lakes, a body politic and corporate of the State of New Jersey, and hereinafter called the **Owner**, party of the first part, and

hereinafter called the **Contractor**, party of the second part.

WITNESSETH, that in consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will commence and complete the construction of the proposed municipal improvements in Mountain Lakes, New Jersey.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all else necessary for the completion of the Project described herein. The Contractor will finish the Project in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner and the Engineer.
3. The Contractor will begin the work as soon as practicable after receipt of the Notice to Proceed from the Owner, and will complete the work within 75 calendar days unless the period for completion is extended by other provisions of the Contract Documents. Said completion period shall commence 20 calendar days after the date of the issuance of the Notice of Award.
4. The Contractor agrees to perform all of the work described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the completion of the entire Project, and for all losses and damages arising out of the nature of the work, or from the action of the elements or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by or in consequence of the work.
5. The term "Contract Documents" means and will consist of, the Notice to Bidders; Instructions to Bidders; Proposal; Bid Bond; Form of Contract; General Conditions; Special Conditions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Drawings or Plans; Specifications; General Requirements; and Addenda. The Contract Documents enumerated above are hereby made part of this Contract as though they were physically attached hereto, and by execution of this Contract the Contractor acknowledged that he has examined and is familiar with the contents of the said Contract Documents.

- 6. The Owner will make payments to the Contractor in the manner and at such times as set forth in the General Conditions, in such amounts as required by the Contract Documents.
- 7. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 8. The Contractor herein represents that neither the Contractor nor any person owning 5% or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2A:93-2, 2A:93-6 or 2A:97-1 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977, Chapter 214.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, the day and year first above written.

BOROUGH OF MOUNTAIN LAKES

BY: _____

Attest:

(Name of Contractor)

BY: _____

Attest:

If the Contractor is a corporation, the signature of the proper officers and the corporation seal shall be affixed.

CERTIFICATE OF BOROUGH COUNSEL

I, the undersigned, the duly authorized Counsel for the Borough of Mountain Lakes, do hereby certify that I have personally examined the contents of the foregoing Contract and all the Contract Documents for the construction and installation of the proposed municipal improvements for Mountain Lakes, described herein, and have found same to be regular and binding on all parties concerned.

Dated _____, _____

Borough Counsel

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name and Bid No. MORRIS AVENUE IMPROVEMENTS
Bidder's Name MIKE FITZPATRICK CONTRACTORS

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL AS NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, or any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter list is found on the New Jersey Division of Purchase and Property's web site at http://www.state.nj.us/treasury/purchase/pdf/chapter25list.pdf. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the municipality finds a person or entity to be in violation of law, action shall be taken as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P. L. 2012, c. 25 ("Chapter 25 list"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its c parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law..

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL SPACE, MAKE COPIES OF THIS FORM AND ATTACH HERETO.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder /Offeror Contact Name _____ Contact Phone Number _____

CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the municipality is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the municipality to notify the municipality in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the municipality and that the municipality at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) MICHAEL FITZPATRICK Signature 

Title PRESIDENT Date 6-3-20

BOROUGH OF MOUNTAIN LAKES

RESOLUTION 132-20

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$4,759,885 BOND ANTICIPATION NOTES OF THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY.

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

Section 1. Pursuant to a bond ordinance of the Borough of Mountain Lakes (the "Borough") entitled: "Bond ordinance appropriating \$1,178,200, and authorizing the issuance of \$791,540 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey", finally adopted on July 23, 2018 (#4-18), bond anticipation notes of the Borough in a principal amount not exceeding \$699,981 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 2. Pursuant to a bond ordinance of the Borough entitled: "Bond ordinance appropriating \$3,185,956, and authorizing the issuance of \$2,815,758 bonds or notes (including the receipt by the Borough of a loan or loans from the NJDEP Division of Dam Safety and Flood Control) of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey", finally adopted on April 4, 2019 (#2-19), bond anticipation notes of the Borough in a principal amount

not exceeding \$815,049 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 3. Pursuant to a bond ordinance of the Borough entitled: "Bond ordinance providing for the improvement of various roads in and by the Borough of Mountain Lakes, in the County of Morris, New Jersey, appropriating \$610,000 therefor and authorizing the issuance of \$105,000 bonds or notes of the Borough for financing such appropriation", finally adopted on July 22, 2019 (#10-19), bond anticipation notes of the Borough in a principal amount not exceeding \$105,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 4. Pursuant to a bond ordinance of the Borough entitled: "Bond ordinance appropriating \$882,166, and authorizing the issuance of \$640,258 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey", finally adopted on March 23, 2020 (#4-2020), bond anticipation notes of the Borough in a principal amount not exceeding \$639,855 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 5. Pursuant to a bond ordinance of the Borough entitled: "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”, finally adopted on June 22, 2020 (#8-2020), bond anticipation notes of the Borough in a principal amount not exceeding \$2,500,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 6. All bond anticipation notes (the “notes”) issued hereunder shall mature at such times as may be determined by the treasurer, the chief financial officer or the acting chief financial officer of the Borough (the “Chief Financial Officer”), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer and shall be signed and sealed by officials and officers of the Borough in any manner permitted by N.J.S.A. §40A:2-25. The Chief Financial Officer shall determine all matters in connection with the notes issued hereunder, and the Chief Financial Officer’s signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes at not less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price. The Chief Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes hereunder is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 7. Any note issued pursuant to this resolution shall be a general obligation of the Borough, and the Borough’s faith and credit are hereby pledged to the punctual

payment of the principal of and interest on said obligations and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 8. The Chief Financial Officer is hereby authorized and directed to do all other matters necessary, useful, convenient or desirable to accomplish the delivery of said notes to the purchasers thereof as promptly as possible, including (i) the preparation, execution and dissemination of a Preliminary Official Statement and Final Official Statement with respect to said notes, (ii) preparation, distribution and publication, if necessary, of a Notice of Sale with respect to said notes, (iii) execution of a Continuing Disclosure Undertaking, with respect to said notes in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission and (iv) execution of an arbitrage and use of proceeds certificate certifying that, among other things, the Borough, to the extent it is empowered and allowed under applicable law, will do and perform all acts and things necessary or desirable to assure that interest paid on said notes is not included in gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 9. All action heretofore taken by Borough officials and professionals with regard to the sale and award of the notes is hereby ratified, confirmed, adopted and approved.

Section 10. This resolution shall take effect immediately.

Upon motion of _____, seconded by _____,

the foregoing resolution was adopted by the following vote:

AYES:

NOES:

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

A NEW YORK LIMITED LIABILITY PARTNERSHIP

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

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

DIRECT: (973) 642-1307
E-MAIL: RBEINFELD@HAWKINS.COM

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PORTLAND
ANN ARBOR

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

*NEW YORK BAR ONLY

August 12, 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 our conversation, I have prepared and am attaching the following items in connection with the upcoming bond anticipation note sale:

(a) In the form of an extract from minutes of a regular meeting on August 24, 2020, a resolution authorizing the issuance of \$4,759,885 Bond Anticipation Notes under five bond ordinances; and

(b) Notice of Sale and Proposal Form (together with the form of our legal opinion) for use in soliciting bids on September 17, 2020 (we will distribute to potential bidders and ask that you please send to local and deposit banks on or about September 10).

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

Very truly yours,

Bob

Robert H. Beinfield

RHB:sp

Attachments

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

E-mail only

EXTRACT from the minutes of a regular meeting of the Borough Council of the Borough of Mountain Lakes, in the County of Morris, New Jersey, held at the Borough Hall, 400 Boulevard, Mountain Lakes, New Jersey, on August 24, 2020, at 8:00 o'clock P.M.

PRESENT:

ABSENT:

* * *

_____ introduced and moved the adoption of the following resolution and _____ seconded the motion:

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$4,759,885 BOND ANTICIPATION NOTES OF THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY.

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

Section 1. Pursuant to a bond ordinance of the Borough of Mountain Lakes (the "Borough") entitled: "Bond ordinance appropriating \$1,178,200, and authorizing the issuance of \$791,540 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey", finally adopted on July 23, 2018 (#4-18), bond anticipation notes of the Borough in a principal amount not exceeding \$699,981 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 2. Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$3,185,956, and authorizing the issuance of \$2,815,758 bonds or notes (including the receipt by the Borough of a loan or loans from the NJDEP Division of Dam Safety and Flood Control) of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey”, finally adopted on April 4, 2019 (#2-19), bond anticipation notes of the Borough in a principal amount not exceeding \$815,049 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 3. Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance providing for the improvement of various roads in and by the Borough of Mountain Lakes, in the County of Morris, New Jersey, appropriating \$610,000 therefor and authorizing the issuance of \$105,000 bonds or notes of the Borough for financing such appropriation”, finally adopted on July 22, 2019 (#10-19), bond anticipation notes of the Borough in a principal amount not exceeding \$105,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 4. Pursuant to a bond ordinance of the Borough entitled: “Bond ordinance appropriating \$882,166, and authorizing the issuance of \$640,258 bonds or notes of the Borough, for various improvements or purposes authorized to be undertaken by the Borough of Mountain Lakes, in the County of Morris, New Jersey”, finally adopted on March 23, 2020 (#4-2020), bond anticipation notes of the Borough in a principal amount not exceeding \$639,855 shall be issued for the purpose of temporarily financing the improvement or purpose described in

Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 5. Pursuant to a bond ordinance of the Borough entitled: “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”, finally adopted on June 22, 2020 (#8-2020), bond anticipation notes of the Borough in a principal amount not exceeding \$2,500,000 shall be issued for the purpose of temporarily financing the improvement or purpose described in Section 3 of said bond ordinance, including (to any extent necessary) the renewal of any bond anticipation notes heretofore issued therefor.

Section 6. All bond anticipation notes (the “notes”) issued hereunder shall mature at such times as may be determined by the treasurer, the chief financial officer or the acting chief financial officer of the Borough (the “Chief Financial Officer”), provided that no note shall mature later than one year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer and shall be signed and sealed by officials and officers of the Borough in any manner permitted by N.J.S.A. §40A:2-25. The Chief Financial Officer shall determine all matters in connection with the notes issued hereunder, and the Chief Financial Officer’s signature upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time subject to the provisions of N.J.S.A. §40A:2-8. The Chief Financial Officer is hereby authorized to sell part or all of the notes at not less than par from time to time at public or private sale and to deliver them to the purchasers thereof upon receipt of payment of the purchase price. The Chief

Financial Officer is directed to report in writing to the governing body of the Borough at the meeting next succeeding the date when any sale or delivery of the notes hereunder is made. Such report must include the principal amount, interest rate and maturities of the notes sold, the price obtained and the name of the purchaser.

Section 7. Any note issued pursuant to this resolution shall be a general obligation of the Borough, and the Borough's faith and credit are hereby pledged to the punctual payment of the principal of and interest on said obligations and, unless otherwise paid or payment provided for, an amount sufficient for such payment shall be inserted in the budget and a tax sufficient to provide for the payment thereof shall be levied and collected.

Section 8. The Chief Financial Officer is hereby authorized and directed to do all other matters necessary, useful, convenient or desirable to accomplish the delivery of said notes to the purchasers thereof as promptly as possible, including (i) the preparation, execution and dissemination of a Preliminary Official Statement and Final Official Statement with respect to said notes, (ii) preparation, distribution and publication, if necessary, of a Notice of Sale with respect to said notes, (iii) execution of a Continuing Disclosure Undertaking, with respect to said notes in accordance with Rule 15c2-12 promulgated by the Securities and Exchange Commission and (iv) execution of an arbitrage and use of proceeds certificate certifying that, among other things, the Borough, to the extent it is empowered and allowed under applicable law, will do and perform all acts and things necessary or desirable to assure that interest paid on said notes is not included in gross income under Section 103 of the Internal Revenue Code of 1986, as amended.

Section 9. All action heretofore taken by Borough officials and professionals with regard to the sale and award of the notes is hereby ratified, confirmed, adopted and approved.

Section 10. This resolution shall take effect immediately.

Upon motion of _____, seconded by _____,

the foregoing resolution was adopted by the following vote:

AYES:

NOES:

CERTIFICATE

I, **MITCHELL STERN**, Acting Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, New Jersey, **HEREBY CERTIFY** that the foregoing annexed extract from the minutes of a meeting of the Borough Council of said Borough, duly called and held on August 24, 2020, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Borough, and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Borough this 24th day of August, 2020.

(SEAL)

Mitchell Stern
Acting Borough Clerk

Ordinance Detail

<u>Number</u>	<u>Adoption Date</u>	<u>Current Amount</u>	<u>Initial Issuance Date and Amount</u>	<u>Current Paydown</u>	<u>Aggregate Paydown</u>
4-18	07/23/18	\$699,981	10/1/19 - \$791,540	\$91,559	\$91,559
2-19	04/18/19	\$815,049	09/30/20 - \$815,049	\$0	\$0
10-19	07/22/19	\$105,000	09/30/20 - \$105,000	\$0	\$0
4-20	03/23/20	\$639,855	09/30/20 - \$639,855	\$0	\$0
8-20	06/22/20	\$2,500,000	09/30/20 - \$2,500,000	\$0	\$0

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

**NOTICE OF \$4,759,885 BOND ANTICIPATION NOTE SALE
(TAX EXEMPT) (BANK QUALIFIED) (NON-CALLABLE)**

Sealed, written, telecopied (telecopier number 973-402-3466), telephoned (telephone number 973-334-3131 ext. 2008) or e-mailed (mgoscicki@mtnlakes.org) proposals for the purchase of \$4,759,885 Bond Anticipation Notes of the Borough of Mountain Lakes, in the County of Morris, New Jersey, will be received by the undersigned Chief Financial Officer at 400 Boulevard, Mountain Lakes, New Jersey 07046-1520 on **Thursday, September 17, 2020** until 11:00 A.M. The Chief Financial Officer accepts no responsibility for the failure of any telecopied or e-mailed bids to be received on time for whatever reason. All telephone bids must be immediately confirmed in writing by telecopy or e-mail. A determination as to the award will be made no later than 1:00 P.M. on that date.

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

SPECIFICATIONS OF BOND ANTICIPATION NOTES

Principal Amount	\$4,759,885
Dated	September 30, 2020
Maturity Date	July 16, 2021
Interest Rate Per Annum	Specified by successful bidder
Legal Opinion	Hawkins Delafield & Wood LLP Newark, New Jersey
Paying Agent	Specified by successful bidder within 2 hours of award, subject to approval of the Chief Financial Officer, at no cost to the Borough.
Closing	
a. date	September 30, 2020; 10:00 A.M.
b. location	Borough of Mountain Lakes, 400 Boulevard, Mountain Lakes, New Jersey, 07046-1520 or at such other place as agreed to by the Chief Financial Officer.
Denominations	Not less than \$100,000, as specified by successful bidder within 2 hours of award, subject to approval of the Chief Financial Officer.
Purchasers	Not more than 35 sophisticated persons each of whom is not purchasing for more than one account or with a view to distributing
Payment	Immediately available funds
Bank Qualified	Yes

At the time of delivery of the Notes, the successful bidder will be furnished with (a) the opinion of bond counsel (the form of which is attached hereto as Exhibit A), to the effect that (i) the Notes are valid and legally binding obligations of the Borough and, unless paid from other sources, are payable from ad valorem taxes levied upon all the taxable property therein without limitation as to rate or amount and (ii) interest on the Notes will be excludable from gross income for federal income tax purposes and not included in gross income under the New Jersey Gross Income Tax Act and (b) certificates evidencing the proper execution and delivery of the Notes and receipt of payment therefor and including a statement to the effect that there is no litigation pending or (to the knowledge of the signer or signers thereof) threatened relating to the Notes.

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

Matters relating to the "issue price" of the Notes are set forth in Exhibit B attached hereto.

Financial information concerning the Borough is available upon request. For information, please contact the undersigned Chief Financial Officer at mgoscicki@mtnlakes.org or at the following telephone number: 973-334-3131 ext. 2008.

Monica Goscicki
Chief Financial Officer

EXHIBIT A

Form of Bond Counsel Opinion

Hawkins Delafield & Wood LLP

A NEW YORK LIMITED LIABILITY PARTNERSHIP

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

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

September 30, 2020

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

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

Ladies and Gentlemen:

We have acted as bond counsel to the Borough of Mountain Lakes, a municipal corporation of the State of New Jersey, situate in the County of Morris (the "Borough"), and have examined a record of proceedings relating to the issuance by the Borough of a Bond Anticipation Note in the denomination of \$4,759,885 (the "Note"). The Note is dated September 30, 2020, matures on July 16, 2021, bears interest at the rate of ___ per centum (___%) per annum payable at maturity, is issued in registered form, is transferable as therein provided, and is issued pursuant to the Local Bond Law of the State of New Jersey, and by virtue of a bond ordinance or ordinances of the Borough and a resolution of its governing body adopted August 24, 2020.

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT B

Matters Relating to Issue Price

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

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

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

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

By submitting a bid, the successful bidder shall (i) confirm that the underwriters have offered or will offer the Notes to the public on or before the date of award at the offering price (the “initial offering price”), or at the corresponding yield, set forth in the bid submitted by the successful bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Notes, that the underwriters will neither offer nor sell unsold Notes to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price

to the public during the period starting on the sale date and ending on the earlier of the following: (1) the close of the fifth (5th) business day after the sale date or (2) the date on which the underwriters have sold at least 10% of the Notes to the public at a price that is no higher than the initial offering price to the public. The winning bidder will advise the Borough promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of the Notes to the public at a price that is no higher than the initial offering price to the public.

If the competitive sale requirements are not satisfied and the successful bidder has elected the 10% test to apply to the Notes, then until the 10% test has been satisfied, the successful bidder agrees to promptly report to the Borough the prices at which the unsold Notes have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all Notes have been sold or (ii) the 10% test has been satisfied, provided that, the successful bidder's reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Borough or bond counsel to the Borough.

The Borough acknowledges that, in making the representations set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Notes to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in a selling group agreement and the related pricing wires and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Notes to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, as set forth in the third-party distribution agreement and the related pricing wires. The Borough further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Notes, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Notes.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable: (A)(1) to report the prices at which it sells to the public the unsold Notes allocated to it, whether or not the closing date has occurred, until either all Notes allocated to it have been sold or it is notified by the successful bidder that the 10% test has been satisfied

as to the Notes, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the successful bidder and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the successful bidder and as set forth in the related pricing wires, (B) to promptly notify the successful bidder of any sales of Notes that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Notes to the public (each such term being used as defined below) and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the successful bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public and (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Notes of the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Notes allotted to it, whether or not the closing date has occurred, until either all Notes allocated to it have been sold or it is notified by the successful bidder or such underwriter that the 10% test has been satisfied as to the Notes, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the successful bidder or such underwriter and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the successful bidder or the underwriter and as set forth in the related pricing wires.

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

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

\$4,759,885 BOND ANTICIPATION NOTES

PROPOSAL TO PURCHASE

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

<u>Amount of Notes</u>	<u>Price (not less than par)</u>	<u>Rate of Interest Per Annum</u>
\$4,759,885	\$ _____	_____ %

Bidder _____

Authorized Signature _____

THIS PORTION OF THE PROPOSAL IS NOT PART OF THE BID

PLEASE COMPLETE THE FOLLOWING:

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

Person to be contacted for closing arrangements:

Name

Telephone Number

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

RESOLUTION 133-20

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF
MOUNTAIN LAKES AND ARCARI & IOVINO,PC.”**

WHEREAS, there exists the need for the Borough of Mountain Lakes to obtain additional architectural services in connection with the Borough Hall renovation project; and

WHEREAS, it is agreed that Iovino & Arcari, PC will provide additional architectural services for the Construction Document Phase of the Borough Hall renovation project; and

WHEREAS, the maximum amount of the contract is \$105,000.00; and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) requires that the resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection.

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

1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute the agreement attached hereto with Arcari & Iovino, PC for architectural services in connection with the Borough Hall renovation project in an amount not to exceed \$105,000.00.
2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
3. A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

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

Mitchell Stern, Acting Municipal Clerk

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

CERTIFICATION OF THE AVAILABILITY OF FUNDS

04-215-55-989-012 2020 Capital Ord. 8-20 Borough Hall Renovation

A handwritten signature in cursive script, appearing to read "Monica Goscicki".

Monica Goscicki, CFO

arcari iovino
ARCHITECTS PC

One Katherine Street
Little Ferry, NJ 07643

tel: 201.641.0600
fax: 201.641.0626

www.aiarchs.com

Edward Arcari, AIA, PP
Anthony Iovino, AIA, PP, LEED



AMENDMENT TO AGREEMENT #2

Borough of Mountain Lakes
August 12, 2020

The original AIA Document B104-2017 Agreement dated February 19, 2020 between the Borough of Mountain Lakes and Arcari + Iovino Architects is hereby amended to include Construction Document Phase services.

The fee for Construction Document Services is One Hundred Five Thousand Dollars (\$105,000.00).

Accepted and Agreed:

OWNER:

(Signature)

(Printed name, Title and Date)

ARCHITECT:

(Signature)

Anthony Iovino, President
(Printed Name, Title and Date)

8.12.20

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

RESOLUTION 134-20

“AUTHORIZING THE CANCELLATION OF GRANT RECEIVABLE AND RESERVE BALANCES”

WHEREAS, there are grant receivables and grant reserves on the attached Exhibit A and,

WHEREAS, these receivables and reserves are no longer needed by the Borough,

NOW THEREFORE, BE IT RESOLVED, by the Council of the Borough of Mountain Lakes that the receivables and reserves be cancelled to current fund balance.

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 August 24, 2020.

Mitchell Stern, Acting Municipal Clerk

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

Exhibit A			
Borough of Mountain Lakes			
Grants - Receivables and Reserves			
Receivables:	Balance		Balance
Click It or Ticket	\$49.68		
Municipal Alliance	\$11,729.92		
Municipal Alliance-Supplemental	\$2,500.00		
Morris County Historic Preservation	\$516.00		
Mtn Lakes Bd. Of Ed Historic Preservation			\$200.00
Green Communities	\$3,000.00		
BFS Forestry	\$1,500.00		
Highlands Plan Conformance	\$20,961.86		
Reduction in Speed	\$1,649.76		
Reserves:			
Click It or Ticket			\$7,858.00
Green Communities			\$5,250.00
BSF Forestry			\$1,500.00
Municipal Alliance			\$16,796.98
Municipal Alliance			\$2,500.00
Highlands Plan Conformance			\$5,946.06
Reduction in Speed			\$607.33
Office of Emergency Management			\$2,405.72
Sustainable Jersey			\$2,000.00
Community Forestry			\$3,000.00
TOTALS	\$41,907.22		\$48,064.09
Difference to current fund balance			\$6,156.87



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE MONTHLY ACTIVITY REPORT

JULY 2020

ADMINISTRATIVE SUMMARY

While interest in construction projects seems to be high, the lack of application volume still shows a reluctance to spend funds on larger projects. Most applications are focused on maintenance and replacement activities. A few larger projects have been submitted and are going through the review process.

OPRA requests have increased due to sales of existing dwellings, fueling requests for inspections to close out historic and lapsed permits. While taking staff time, currently these activities do nothing to produce revenue to off-set today's staff involvement. Passage of the new fee schedule will aid in offsetting these costs in the future.

Floor systems and the roof framing for Sunrise at Mountain Lakes continues with the ultimate shape and scope of the project now being visible. Additional site work and initial paving has also been completed.

The Island Beach canteen and pavilion has been completed, inspected and received it's Certificate of Occupancy.



Mountain Lakes Borough
 400 BOULEVARD
 MOUNTAIN LAKES, NJ 07046

Construction Permit Activity Report

7/1/2020 -> 7/31/2020

Summary

	Cost:	Count:			
New:	\$0.00	0	Cubic Footage:	0 Cu.ft	Permits Issued: 16
Addition:	\$0.00	0	Square Footage:	0 Sq.ft	Updates Issued: 3
Alteration:	\$232,954.00	17			
Demolition:	\$1,750.00	1			
Total:	\$234,704.00	18			

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	8	\$1,640.00	\$0.00	\$1,640.00	B	46	40 %87	3 %6.5
Plumbing:	7	\$465.00	\$0.00	\$465.00	P	41	31 %75.6	5 %12.2
Electrical:	13	\$874.00	\$0.00	\$874.00	E	56	37 %66.1	15 %26.8
Fire:	3	\$75.00	\$0.00	\$75.00	F	21	17 %81	3 %14.3
Elevator:	0	\$0.00	\$0.00	\$0.00	V	0	0 %	0 %
Mechanical:	5	\$450.00	\$0.00	\$450.00	M	10	10 %100	0 %0
	36	\$3,504.00	\$0.00	\$3,504.00		174	135	26
DCA Training:	0		0		(Note: Does not include result of none)			
DCA State:	15		295	\$0.00				
DCA Minimum:	1		1					
	16		\$296					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building	0	0	CA	23	\$0.00
Plumbing	0	0	CCO	2	\$0.00
Electrical	0	0	CO	11	\$1,350.00
Fire	0	0	CC	0	\$0.00
Mechanical	0	0	TCO	0	\$0.00
Elevator	0	0	TCC	0	\$0.00
Total:	\$0.00	\$0.00	Total:	36	\$1,350.00

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

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	2	\$375	Building	0	\$0
Plumbing	2	\$220	Plumbing	0	\$0
Electrical	3	\$261	Electrical	0	\$0
Fire	2	\$150	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
Total:		\$1,006	Total:		\$0

Record Count	Total Exempted	Violations	Fines	Paid
DCA Fees 3	\$150	Issued 0	\$0.00	\$0.00

Payments (Based on Payment Date)	
Permit (30)	\$3,900.00
NON-UCC (0)	\$0.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$3,900.00



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

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

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

PERIOD	2020 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	106,301.00	106,301.00	Enclave and Sunrise fees	98,243.00
FEBRUARY	5,520.00	111,821.00		
MARCH	13,491.00	125,312.00		
APRIL	2,171.00	127,483.00		
MAY	2,476.00	129,959.00		
JUNE	13,410.00	143,369.00		
JULY	3,900.00	147,269.00		
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				

BOROUGH OF MOUNTAIN LAKES
DEPARTMENT OF PUBLIC WORKS
Department Activity
July 2020

IN HOUSE

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

Additionally:

Streets & Roads Department:

- DPW
 - Handrail painted and repaired– underneath train bridge, railing at Morris & Midvale
 - New crosswalk and stop bar on Woodland
 - Downed trees removed: Maple Way, Ball Rd, Lake Dr, Woodland Ave, Raynold & Morris, Elm Rd, Hanover & Beech Way, Morris
 - Basin repair on Littlewood
 - ADA sidewalk mat repaired on Midvale & Lake
 - Light repair on Borough Hall flagpole
 - Swept Condit of accumulated construction debris
 - Tree bags installed and refilled weekly on newly planted shade trees
 - Brush trimmed away from intersections and street signs throughout town
 - Esplanade parking lot cleaned
 - Street cleaning throughout entire town

- DPW Yard
 - Flagpole light repaired
 - Fuel tanks painted
 - Barrier arm locations prepped and barrier arms installed

- Beaches and Lakes
 - Midvale dock extension installed
 - 3/4 clean stone added to path at Mountain Lake Dam boat launch to facilitate access to water

Island Beach

- Silt fence and rental fence removed
- Sand and topsoil (seeded and hayed)
- River rock placed around building
- Storm basins lowered for paving
- Parking lot sawcut and prepped for paving and subsequently paved
- POD container emptied
- Boat ramp graded
- Picnic tables and trash cans delivered
- Cut weeds along stone wall
- Raked and cleaned beach for concert

Birchwood Beach

- Weeds removed
- Picnic tables delivered

- Recreation
 - Dugouts painted at Fanny Field
 - Volleyball nets installed at Birchwood Beach
 - Sign installed at basketball court
 - Summer camp supplies delivered to Wildwood School
 - Bow nets delivered to Halsey Field

- Water Department
 - C12 gas injector repaired at Well 4
 - Jet vac used to clean out valve box - Martins Lane, Cove and Lowell
 - New curb box installed – Briarcliff
 - New water service and valve box installed – Condit
 - Valve box repaired - Hanover
 - Raised sewer cap - Woodland

- Blacktop/ Pothole repair
 - Potholes filled Morris, Rockaway, Pollard, Hanover
 - Crestview entire length filled
 - Howell berm repair

Vacation/Sick Time:

- 129 Vacation Hours; 16 Sick Hours



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Bill Bender
Fire Chief
info@mlvfd.com

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

TO: Borough Manager Mitchell Stern
DATE: 8/16/20
SUBJECT: July 2020 Report

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

FIRE CALLS (6)

LOCATION	DATE	TIME	DESCRIPTION
11 Martins Lane	7/11	8:03 PM	Fire Alarm-Malfunction
High School	7/15	2:41 PM	Fire Alarm-Malfunction
244 Blvd	7/16	7:44 PM	CO Alarm-Bad Detector
Area of 356 Rt 46	7/21	7:42 PM	Smoke Condition
396 Morris Ave	7/22	7:09 PM	House Struck by lightning
Victoria Mews BT	7/25	3:33 PM	Assist BTFD-Fire Alarm

No Drills held during the month due to COVID 19
Monthly Business meeting held via Zoom on July 28th

Total Manhours- Call Response-75

Borough of Mountain Lakes

BOARD OF HEALTH

400 BOULEVARD • MOUNTAIN LAKES, NEW JERSEY 07046

Telephone: (973) 334-3131 • Fax: (973) 402-5595



Mid July-Mid August 2020

Health Department Report

The purpose of this monthly Summary is to provide information regarding the activities of the staff during the past 2 months.

Planning for concerns related to exposure for opening of businesses municipalities and schools which required multiple changes per week.

Coordinated with Health Officers in the county to develop a cohesive understanding related to school openings.

The Nursing Department continues to complete COVID cases on COMM CARE and CDRSS. Nurses and Inspectors as well as Social Workers and other staff have been trained on the new State COMM CARE system. Its purpose is to be prepared to efficiently contact trace and investigate if a surge occurs over the next several months as schools open.

Discussion and planning regarding childhood and adult vaccine services over the next few months. Status on hold – vaccine has been ordered.

Meetings were attended either by Zoom, some in person or by conference call with NJDOH, Health Officers and Superintendents.

Re- accreditation components were worked on especially as it related to quality improvement (QI) self-assessment and review and assessment of staff members.

Activities

- Participated in New Jersey state Department of Health conference calls on a regular basis
- Obtain guidance from NJDOH regarding update of guidance and best practices
- Review CDC information
- Developed protocols in guidance related to food establishments for potential opening. Discussion with food establishment owners regarding responsibilities and priorities pertaining to customers and sanitation and proper spacing of tables.
- Provide guidance to police, fire, EMS and Superintendents as needed on a regular basis (safe use of building as best practice to keep employees safe from coronavirus transfer)
- Provide information to Township Administrator, Mayor and other leadership within the community
- Review most frequently asked questions with staff to answer COVID questions from the public.
- Answer innumerable questions and concerns from municipal and school leadership, and residents.
- Continued to deliver a report 3 days a week (originally daily report) with information regarding case numbers in the municipality, county and state and also, expired cases, providing guidance documents and timely information through June, with current active cases added. Currently Mt. Lakes has 0 active cases.
- Discussed with leadership regarding various employment issues for returning to work within the municipality/government and businesses. Time vs. testing models.
- Continued available NP Swab testing –bio reference lab.

- Review and advise Municipal leadership, businesses and school administrators related to ongoing documents for re-opening and provided interpretive information.
- Continue standard public health inspections and complaints as possible given some limitations from COVID19.

Respectfully Submitted,
F. Michael Fitzpatrick, Health Officer

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Agency Activity Report

By CFS Classification

From Date: 7/1/2020 To Date: 7/31/2020

Report Date: 8/14/2020 8:15:28 AM

Classification code	Description	Total Events	0000-0800	0801-1600	1601-2359
0100	Murder	0	0	0	0
0200	Rape	0	0	0	0
0300	Robbery	0	0	0	0
0400	Aggravated Assault	0	0	0	0
0500	Burglary	1	1	0	0
0600	Theft	1	1	0	0
0700	MV Theft	2	0	1	1
0800	Other Assaults	0	0	0	0
0900	Arson	0	0	0	0
1000	Forgery Counterfeit	0	0	0	0
1100	Fraud	3	0	2	1
1200	Embezzlement	0	0	0	0
1300	Stolen Property	1	0	1	0
1400	Malicious Mischief	1	0	1	0
1500	Weapons Offense	0	0	0	0
1600	Prostitution Vice	0	0	0	0
1700	Sex Offense	0	0	0	0
1800	Narcotics Drug Laws	0	0	0	0
1900	Gambling	0	0	0	0
2000	Family Offense	0	0	0	0
2100	Liquor Laws Drunk Driving	1	0	1	0
2200	Liquor Laws Possession	0	0	0	0
2400	Disorderly Conduct	8	1	1	6
2600	All Other Offenses	16	0	1	15
2900	Runaways	0	0	0	0
3800	Homeland Security	0	0	0	0
4000	Non Criminal Investigations	17	5	6	6
4100	Fire Related	8	0	2	6
4200	WATER RESCUE	0	0	0	0
4500	Deaths / Suicides	0	0	0	0
5000	Lost Found Property	3	0	3	0
5010	Missing Persons	0	0	0	0
5500	Animal Complaints	7	1	2	4
6000	Traffic Accidents	8	1	2	5

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Agency Activity Report

By CFS Classification

From Date: 7/1/2020 To Date: 7/31/2020

Report Date: 8/14/2020 8:15:28 AM

Classification code	Description	Total Events	0000-0800	0801-1600	1601-2359
6300	Traffic Enforcement	43	7	24	12
6400	MARINE / BOATING	0	0	0	0
6500	Parking Enforcement	2	0	2	0
6600	Traffic Services	11	0	10	1
7000	Public Services	405	95	155	155
7500	Assist other Agency	37	4	16	17
7600	Special Unit Activity Codes	0	0	0	0
8000	Warrants	0	0	0	0
8100	Warrants Other	0	0	0	0
8200	Warrant Tracking	0	0	0	0
8300	Corrections	0	0	0	0
8500	Departmental Services	0	0	0	0
9000	Administrative	259	42	94	123
	Total:	834	158	324	352

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Officer Citation Report

From Date : 7/1/2020 To Date : 7/31/2020

Report Date : 8/14/2020 8:11 AM

Officers Name	Badge Number	Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
XX	X	0	0	0	0	0	0	0	0
XX	X	0	0	0	0	0	0	0	0
XX	X	7	0	0	0	0	0	0	0
XX	X	0	0	0	0	0	0	0	0
XX	X	1	0	0	0	0	0	0	0
XX	X	0	0	0	0	0	0	0	0
XX	X	0	0	0	0	0	0	0	0
XX	X	0	0	0	0	0	0	0	0
XX	X	3	0	0	0	0	0	0	0
XX	X	4	0	0	0	0	0	0	0
XX	X	0	0	0	0	0	0	0	0
XX	X	0	0	0	0	0	0	0	0
XX	X	0	0	0	0	0	0	0	0
		Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
Total:		16	0	1	0	0	0	0	1

Time Used/Overtime by Month

	<u>Sick Time Hours</u>							<u>Vacation/Comp Hours/Per Day/Bereave</u>							<u>Court Overtime</u>							<u>Department Overtime</u>						
	2014	2015	2016	2017	2018	2019	2020	2014	2015	2016	2017	2018	2019	2020	2014	2015	2016	2017	2018	2019	2020	2014	2015	2016	2017	2018	2019	2020
Jan	104	106	58	236	216	79	588	60	64	127.5	22	15	14	0	\$0	\$0	\$0	\$0	\$158	\$0	\$154	\$9,344	\$2,989	\$3,164	\$2,998	\$4,159	\$4,348	\$9,570
Feb	80	104	142	226	252	86	444	45	34	11	84	104	220	111	\$221	\$0	\$0	\$0	\$0	\$210	\$258	\$10,162	\$4,641	\$7,750	\$7,009	\$4,927	\$2,138	\$4,789
March	128	82	82	238	310	110	332	36	96	139	198	148.5	168	74.5	\$180	\$0	\$0	\$151	\$0	\$0	\$0	\$7,262	\$6,541	\$7,689	\$12,822	\$29,829	\$6,254	\$4,081
April	36	72	46	209.5	0	106	456	165	218	138	154	250	265.5	0	\$360	\$271	\$0	\$0	\$0	\$422	\$0	\$1,563	\$8,942	\$4,657	\$5,399	\$12,146	\$27,385	\$3,930
May	94	188	69	128	204	96	564	220	322	192	254	178	169	36	\$0	\$0	\$0	\$0	\$0	\$993	\$0	\$10,958	\$11,708	\$16,276	\$12,700	\$24,263	\$29,828	\$5,202
June	104	144	85	140	130	106	540	257	152	299	268	208	254	194	\$0	\$0	\$0	\$0	\$193	\$0	\$0	\$9,640	\$18,386	\$6,362	\$17,917	\$21,572	\$32,632	\$21,692
July	68	128	140	318	152	47	442	520	428	592	518	524	84.5	551	\$0	\$0	\$0	\$0	\$158	\$0	\$0	\$11,237	\$27,256	\$31,836	\$31,018	\$24,005	\$27,180	\$26,802
August	120	114	182	272	94	246	674	585	528	606	682	748	\$0	\$0	\$0	\$140	\$193	\$0	\$20,462	\$30,377	\$20,059	\$21,042	\$18,754	\$34,709				
Sept	116	71.5	92	276	94	180	131	228	364.5	284	375.5	222.5	\$0	\$0	\$354	\$0	\$0	\$0	\$6,874	\$13,746	\$12,484	\$21,047	\$16,316	\$22,108				
Oct	92	82	94	332	106	154	146	302	414	125	208	216	\$266	\$0	\$0	\$0	\$0	\$0	\$8,543	\$16,914	\$15,755	\$12,876	\$14,514	\$15,865				
Nov	94	96.5	188	346	148	426	256	145	164	274.5	235.5	176	\$0	\$0	\$0	\$0	\$246	\$0	\$9,762	\$8,770	\$11,241	\$18,359	\$15,103	\$17,554				
Dec	164	121	392	392	254	600	175	157.5	217.5	171	346.5	144.5	\$0	\$0	\$0	\$302	\$0	\$0	\$15,512	\$5,481	\$19,991	\$18,360	\$20,920	\$21,126				
Total	1200	1309	1570	3114	1960	2236	3366	2685	2731.5	3186.5	2968.5	3275	2682	966.5	\$1,028	\$271	\$354	\$593	\$947	\$1,625	\$412	\$121,318	\$155,753	\$157,266	\$181,548	\$206,506	\$241,128	\$76,067

July

<u>Total Overtime</u>
<u>Hours Paid</u>
315

<u>Total</u>	<u>Total</u>	<u>% of Hrs Equating to</u>
<u>Vaca/Comp Hrs</u>	<u>Vaca/Comp/Personal/Bereave Hrs Creating OT</u>	<u>OT</u>
551	117.5	21.32%

<u>Total Sick Time</u>	<u>Total Sick Time</u>	<u>% of Hrs Equating to</u>
<u>Hrs</u>	<u>Hrs Creating OT</u>	<u>OT</u>
442	148.5	33.60%

- * 36.5 hrs Capital Project Traffic Details
- * 9 hrs arrest/Investigations
- * .5 hours mutual aid
- * 3 hrs traffic detail for wires/tree down

** Two Officers out injury/disability, creating 310 of the 442 sick hours for the month. A Patrol Officer has taken over some mandatory functions of the Detective Bureau. Full Detective Bureau function will resume when manpower permits.

BOROUGH OF MOUNTAIN LAKES

Recreation Department

Department Activity **July 2020**

The Recreation Commission does not meet in July or August. The next meeting will be held in September

- Regularly toured all recreational facilities weekly throughout the summer season including: Midvale Playground, Midvale Boat Launch, Taft Field, Wilson Basketball Courts, Tennis Courts, Birchwood and Island Beaches, Esplanade and Cove in order to maintain the areas for resident use.
- Finalized efforts for Summer Rec Camp, Sail Program & Swim Training according to NJ Covid 19 Guidelines and Protocol. Received many compliments on getting Summer camp running.
- Continued planning and hosting summer events including: concerts (3) and movie night.
 - Attendance at first event was well attended: Brother Wisdom. Denville String Band (postponed due to rain), Alex Laurenzi Quartet is scheduled in August.
- Jointly hosted 1 of 2 Drive in Movie nights with Boonton Twp at RVA fields.
- Assisted our Mountain Lakes HUB Lakes Adult Sports League
- Set up online registration and program details for Fall Recreation Field Hockey program and Fall Cross Country. Ready to go if league begins.
- Updated Mountain Lakes Website with details of summer programs and events.
- Met with Beach Director on a regular basis to discuss beach usage, staffing and swim lessons. Many incidents regarding non-residents. Lifeguards have been fantastic.
- Provided customer service, camp information and registration assistance to residents for all summer programs.
- Assisted residents with various facilities requests.
- Ongoing meetings with camp directors and site checks for all camps: Sailing, Tennis, and Summer Recreation Camp.
- Hung Covid 19 signs at all recreation locations.
- Procured the proper PPE and thermometers for camps and athletic programs.
- Due to Covid 19 – Cancelled Teen Camp, Dive and one week of Rec and Sail camps. Swim was re-formatted for training only.
-

7/1	19 Rainbow Trail	Pass
7/1	39 N. Pocono Rd	Pass
7/6	51 Bellvale Rd	Pass
7/8	1 Robinhood Dr	Pass
7/17	9 Pointview Place	Pass
7/17	30 Park Place	Pass
7/17	27 Sherwood Drive	Pass
7/17	59 Woodland Ave	Pass
7/24	30 Glen Road	Pass
7/28	3 Powerville Rd	Pass
7/28	74 Tower Hill Rd	Pass
7/28	15 Hanover Road	Pass
7/28	6 Roberts Dr	Pass
7/29	21 Crestwood Dr	Pass
7/29	101 Blvfd	Pass

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

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