



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES  
HELD AS A REMOTE MEETING ON ZOOM  
MARCH 8, 2021  
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 has been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 7, 2021 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) BOROUGH COUNCIL DISCUSSION ITEMS**

- a. Shade Tree Recommended Revision to Tree Removal Ordinance - Include Commercial Properties
- b. Island Beach Boat Rack/Ring & Raingarden Configuration
- c. Borough Council Goals

**9) 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.

**10) ATTORNEY'S REPORT**

**11) MANAGER'S REPORT**

**12) RESOLUTIONS**

**13) ORDINANCES TO INTRODUCE**

**14) ORDINANCES TO ADOPT**

- a. 4-21, COLA, Calendar Year 2021 Ordinance to Exceed the Municipal Budget Appropriation Limits and Establish a Cap Bank

**PUBLIC COMMENT/HEARING**

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

- b. 5-21, Authorizing the Execution of a Lease to the Borough of Mountain Lakes from Mountain Lakes Realty LLC

**PUBLIC COMMENT/HEARING**

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

- c. 6-21, Amending Chapter 111 of the Revised General Ordinances of the Borough of Mountain Lakes and Revising the Fee Schedule

**PUBLIC COMMENT/HEARING**

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

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**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. R78-21, Authorizing the Transfer of Appropriations
- b. R81-21, Authorizing the Payment of Bills
- c. R82-21, Authorizing Membership in the New Jersey State Firemen's Association

**\*APPROVAL OF MINUTES**

2/22/21 (Regular)

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

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**16) DEPARTMENT REPORTS SUBMITTED FOR FILING**

- Construction Department
- Department of Public Works
- Fire Department
- Health Department
- Police Department
- Recreation Department
- Code Enforcement/Property Maintenance

**17) COUNCIL REPORTS**

**18) 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.

**19) NEXT STEPS AND PRIORITIES**

**20) ADJOURNMENT**

# Borough of Mountain Lakes

## Discussion Item

Date: 3/2/21

Prepared by: Shade Tree Commission

**1. Issue:** Requiring tree removal permits in business and office zones

**2. Current Status/Facts:** Ordinance #102-36.A (1) <https://ecode360.com/8631251> currently requires permits for removing trees in the setbacks on residential lots, but does not require the same permits for the Business A & B and O/L zones. These permits allow residents to remove up to 3 trees in the setback per year, not including dead trees.

Ordinance 102-36.A (2) requires a setback tree management plan if a construction permit, soil moving or road opening permit is required.

Recently residents with properties abutting businesses have raised concerns about trees being taken down. The Bulk Requirements (Ordinance 245, Schedule I, footnote 6) state that "There shall be a one-hundred-foot landscaped buffer abutting residential areas or zones." However, once the buffer is established, there is no guarantee that trees will be preserved there in the future, unless an ordinance requires it.

**3. Current Council Policy:** The current policy is contained in the existing ordinance, which governs only setbacks on residential properties.

**4. Questions for Council:** The STC recommends that the current ordinance 102-36 be changed to make it applicable to all areas of town. This would be accomplished by removing the word "residential" from the ordinance so that the ordinance applies to any lot in town. It seems equitable that we treat all areas on the same basis.

We further recommend that any funds from permit fees be deposited in the Shade Tree Fund, so that the money will be used to plant replacement trees. Finally, we recommend that the fee charged be raised to \$350/tree (the cost of a new tree) and the fee be removed from the tree ordinance and become part of the fee schedule, so that it can be adjusted with inflation.

### Proposed Amendments to Ordinance

#### 102-33 Purpose.

1. A. The purpose of this article is to ensure the preservation and protection of street trees and shrubs and protected trees in the setback area of ~~residential~~ lots.

§ 102-36. A

(1)

Tree removal permit required. No person shall remove a protected tree, which does not include dead trees, in the setback area of any alot ~~of residential lot~~ without first obtaining a tree removal permit.

§ 102-37. Fees, violations and penalties.

1. Fees. Each applicant for a tree removal permit under § 102-36 shall make a nonrefundable deposit with the Borough Manager of a fee of \$350 ~~\$250~~ per tree removed which shall be placed in the Mountain Lakes Shade Tree Trust for tree planting and maintenance purposes. No fee is required for the removal of 50% of the trees from the setback area up to a maximum of three trees in a twelve-month period. [Amended 7-23-2007 by Ord. No. 13-07]

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

**ORDINANCE        -21**

**ORDINANCE AMENDING THE CHAPTER 102 OF THE REVISED  
GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES  
TO APPLY THE PROTECTED TREE REMOVAL PERMIT  
REQUIREMENTS TO ALL PROPERTIES WITHIN THE BOROUGH**

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

**Section 1.** Chapter 102, Section 102-36, entitled “Protected Trees Within Setback Area of Residential Lots”, of the Revised General Ordinance of the Borough of Mountain Lakes shall be re-titled “Protected Trees within Setback Area”, and subsection A (1) shall be amended to read, in its entirety, as follows:

A. Regulations.

(1) Tree removal permit required. No person shall remove a protected tree, which does not include dead trees, in the setback area of any lot without first obtaining a tree removal permit. A tree removal permit shall not be required for removal of a protected tree if the work to be done is in accordance with an approved setback tree management plan and the related permits required by Subsection A(2) herein. The tree removal permit shall be automatically approved, with no requirement for neighbor notification, if no more than 50%, up to a maximum of three of the protected trees, which does not include dead trees, in the setback area have been or will be removed in a twelve-month period.

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

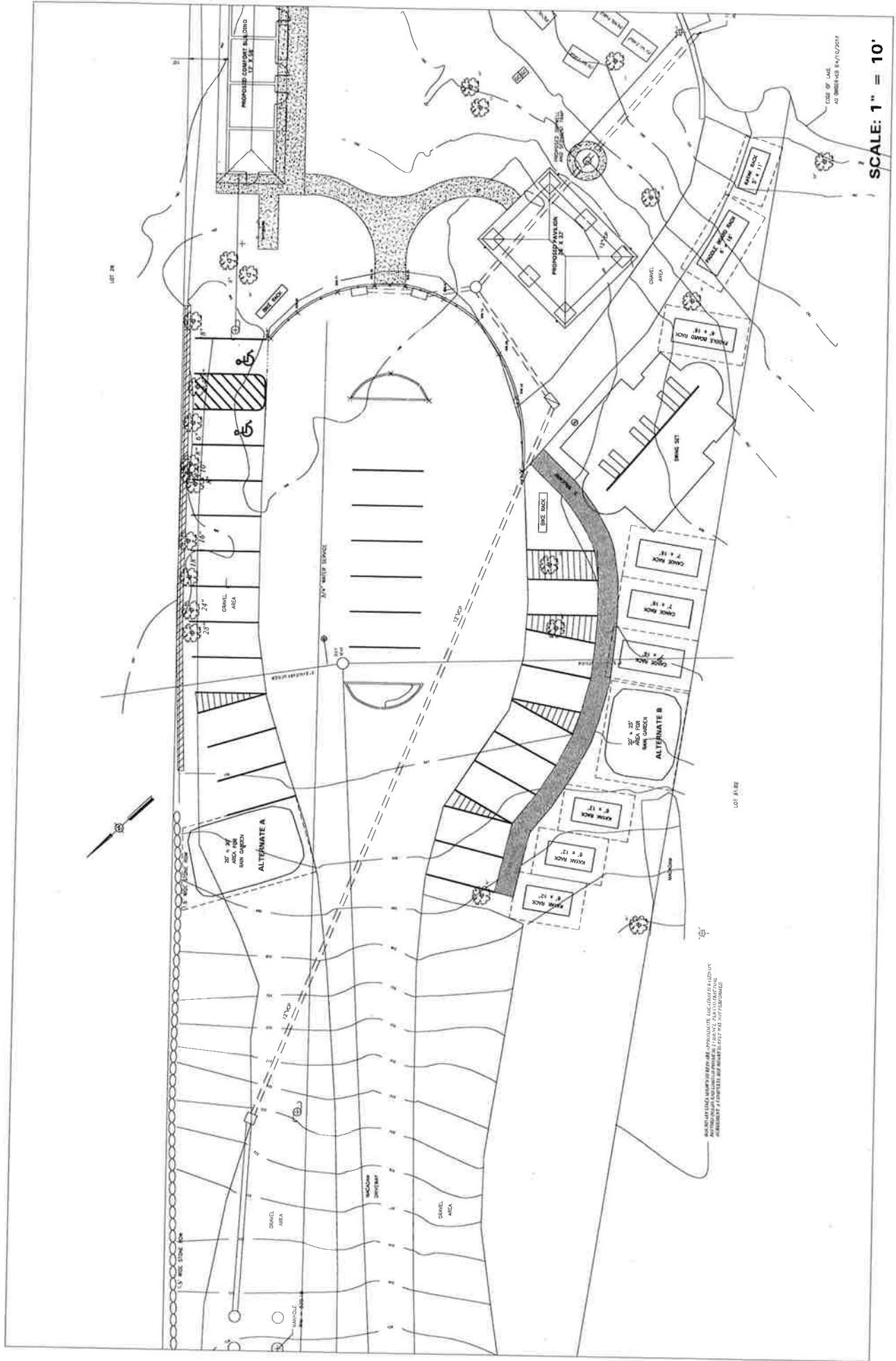
**Section 3.** All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

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

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

I, Mitchell Stern, Acting Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, in the State of New Jersey, certify this to be a true copy of the Resolution adopted at the regularly scheduled session of the Borough Council held on \_\_\_\_\_, 2021.

\_\_\_\_\_



SCALE: 1" = 10'

THIS PLAN IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION PROVIDED HEREON.

DATE OF LAST REVISION: 1/1/2001

100' 0"



ALTERNATE A  
20' x 10' AREA FOR BANK CAYEN

ALTERNATE B  
20' x 20' AREA FOR BANK CAYEN

CRAWL AREA

CRAWL AREA

KAYAK RACK

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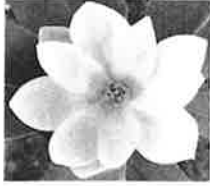
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# *Garden Magic LLC*

220 Morris Avenue • Mountain Lakes, NJ • 07046

Brian Marshall

(973) 402-5466  
brian@makegardenmagic.com

February 3, 2021

To: Tom Menard  
Mayor, Mountain Lakes

Subject: Island Beach Rain Garden, Mountain Lakes  
Planning and Site Selection

## **Summary**

- The two rain garden locations being considered are not alternatives and are not interchangeable, because they would address different sources of stormwater.
- Installing a properly designed rain garden along the southwest property boundary (Alternate B) would provide significant water quality benefits to Mountain Lake.
- Stormwater passing by the northeast property boundary is already being partially captured in a dry well. Installing a rain garden in that area (Alternate A) could help reduce the load on the drywell and increase overall infiltration.
- The rain garden site shown in Alternate B is by far the higher priority location. The site shown on Alternate A could also be considered (subject to soil confirmation) as an additional site, but not as a replacement for Alternate B.
- The two rain garden sites would need to be substantially larger than shown to meet stormwater management objectives.
- The use of some advanced design concepts will be required to get the most out of these rain gardens.
- An inspection checklist and a schedule are available to guide maintenance efforts.

## **Introduction**

Thank you for showing me the potential rain garden sites being considered at Island Beach last Sunday. Following are some thoughts about those two potential sites shown on the boat rack layout sketches (attached), plus some other planning considerations.

First, it is commendable that Mountain Lakes is planning on including rain gardens in its park renovation plans. Using rain gardens to encourage infiltration and reduce pollution is fully consistent with New Jersey stormwater regulations and the borough's proposed stormwater control ordinance.



Rain gardens have been considered a green infrastructure technology and have qualified as stormwater “Best Management Practices” for many years. However, approaches to locate, design, install, and maintain rain gardens have recently advanced and improved dramatically. Now, to use best practices with rain gardens also means applying the latest concepts. The very latest approaches are captured in Garden Magic’s “Next Generation Rain Garden” (NGRG) principles, which have been recognized by winning the most recent New Jersey Governor’s Environmental Excellence Awards (2019, 2020).

## **Island Beach Rain Garden(s)**

***NGRG Principle: Pick the best site for maximum water resource benefits.***

That means select a rain garden site not only to increase stormwater infiltration, but also to address significant runoff, flooding, and erosion problems.

Managing stormwater on the southwest side of the Island Beach property (Alternate B) is the highest priority. Runoff drains pavement on both borough and Masonic property, eroding soil on its way to the lake. A properly designed, installed and maintained rain garden in the vicinity of Alternate B would provide significant lake water quality benefits.

The two alternate sites are not interchangeable, because they would capture completely different sources of stormwater. At this point, managing stormwater on the north corner of the property (Alternate A) is less of a priority because there is less erosion potential, and runoff from that area is already being managed (at least partially) with a drywell near the new pavilion. There still could be a benefit of adding a rain garden on the northeast side of the pavement to lessen the hydraulic and sediment load on the new drywell. However, Alternate A should be considered in addition to Alternate B, not as a replacement.

***NGRG Principle: Design the rain garden basin to achieve groundwater recharge, runoff attenuation, and sediment removal objectives.***

A rain garden needs to be located and sized properly if it is going to achieve stormwater management and water quality objectives. Otherwise, it becomes a decorative, sunken garden and is mostly for show.

Your earlier estimate was that the Alternate B location drained approximately 8,000 square feet, which means (for planning purposes) the space allocated for an effective rain garden should be approximately 1,600 square feet. The exact area needed can be adjusted during design based on soil testing and basin configuration. The area allocated for an effective rain garden in the vicinity of Alternative B should be 3+ times larger than the 500 square feet shown. Due to sloping terrain, the rain garden would likely need to be divided into multiple cells.

A goal of the Island Beach renovation has been to maximize the recreational facilities and opportunities for citizens. But, it is useful to remember that rain gardens also have a recreational benefit in addition to their many environmental benefits. And, from a recreational standpoint, cleaner lake water resulting from an effective rain garden has the same goal as putting in additional boat racks -- more people will be able to and want to use and enjoy the lake.

***NGRG Principle: Select plants suitable for site conditions and rain garden functions.***

The water resource benefits from a rain garden depend on a thriving plant community that enables long-term groundwater recharge and contaminant removal.

In the interest of simplifying maintenance, we discussed whether grass could be planted in the rain garden, but concluded it would lose significant function. Most basic rain gardens are installed in a location that replaces lawns, because rain garden plants (native, deep-rooted) allow better long-term infiltration and more chemical contaminant removal.

***NGRG Principle: Manage soil to meet plant needs as well as initial infiltration.***

Long-term rain garden function depends on healthy roots for infiltration and plant uptake as much as it depends on soil texture.

Soil testing will be required to determine whether the soil is porous and healthy, and to identify what soil amendments will be needed for proper rain garden function. The proposed site for Alternate A is completely covered by gravel, making it a more difficult site to evaluate and develop into a rain garden.

***NGRG Principle: Design for ease of maintenance.***

Poorly designed rain gardens require extra care, maintenance and repair, making it harder to keep the whole system functioning and attractive.

The most important factor in simplifying maintenance is to select the right plants for the specific rain garden conditions (light, water, drainage, pH, wind), so that they will be long-lived. Correct routine care also reduces the number of plants requiring replacement and the total amount of effort needed for maintenance. For example, proper routine mulching reduces weed production.

Even though lining rain gardens with river rocks (drainage rocks) is a popular landscaping addition, it always creates problems. Drainage rocks interfere with plant health and drainage, and they quickly become covered with weeds. Herbicides are contrary to the water quality purposes of installing rain gardens, so they are not used, meaning weeds must to be removed by hand and drainage rocks lead to extra work.

***NGRG Principle: Expect and plan for required regular maintenance.***

All stormwater facilities, all green infrastructure facilities, and all rain gardens require regular inspection and maintenance to be successful. The key is to have a qualified person or group committed to taking responsible charge for those tasks.

Low maintenance for rain gardens is almost universally claimed, but misunderstood. The following routine inspection and ongoing maintenance will be required on any rain garden:

**Inspect and Correct:** Inlets/outlets; damage/erosion; water distribution and drainage

**Plants:** Weed and water; tend to diseased plants; replace dead plants; cut back, prune and divide

**Clean:** Remove sediment; remove litter, debris, and pet waste; remove excess leaves

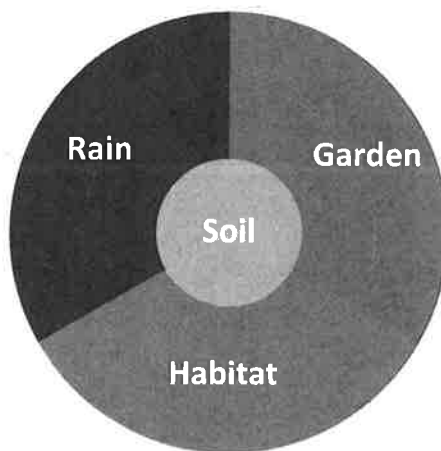
**Seasonal:** Apply mulch and compost; apply deer repellent; spring and fall cleanups; snow/salt management

Both a “Rain Garden Maintenance Schedule” and a “Rain Garden Inspection Checklist” have been created by Garden Magic to help guide those responsible for maintenance (attached).

Several other NGRG Principles related to plant selection, layout, habitat creation and aesthetics will come into play during rain garden design, but are less critical for your planning and site selection.

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### Next Generation Rain Garden



### New Jersey Governor’s Environmental Excellence Awards



Next Generation Rain Garden  
St. Peter’s Episcopal Church  
Mountain Lakes, NJ



Birchwood Woodland Restoration  
Rain Garden  
Mountain Lakes, NJ

# Rain Garden Inspection Checklist

Rain Garden Location \_\_\_\_\_

Inspector(s) \_\_\_\_\_

Date \_\_\_\_\_

Monthly Inspection \_\_\_\_\_

Post-Storm Inspection \_\_\_\_\_

Drought Inspection \_\_\_\_\_

Inspection Item	Yes	No	Comment	Action (if Yes)	Corrected (✓)	Date Corrected
Inlet/outlet clogged				Remove debris		
Source gutters and pipes clogged				Clean gutters, downspouts, pipes		
Inlet/outlet rocks out of place				Reposition/supplement rocks		
Damage/erosion to berms				Fortify berm		
Poor water distribution; gulying/erosion within basin				Redirect inlet; add rocks; re-level base		
Mulch washed out of place				Redistribute mulch; supplement mulch		
Sediment accumulation				Remove sediment		
Slow water drainage, excessive ponding				Remove sediment; aerate soil, replant empty spaces		
Drought, or sustained dry weather; wilting plants				Water garden plants (1 in./week); reinspect frequently		
Weeds present				Remove weeds		
Unknown plants or seedlings				Consult adviser to help identify		
Dead or broken branches				Prune branches		
Diseased plants (fungus, spots, discoloration)				Removed diseased parts; consult adviser		
Insect-infested plants				Determine if insect is desirable or damaging; consult adviser		
Crowded plants limiting air flow				Thin out/prune plants		
Dead or dying plants				Remove dead plants		
Empty spaces/missing plants				Reevaluate appropriate plants for location and replant		
Litter, debris, pet waste present				Remove		
Other problems (Identify)						
Repeated or chronic problems (Identify)				Consult advisers		



# Rain Garden Maintenance Schedule

## January

Monitor  
Snow/salt management

## February

Monitor  
Snow/salt management

## March

Inspect and correct  
Remove leaves  
Remove winter weeds  
Prune dead branches  
Cut back perennials and grasses

## April

Inspect and correct  
Prune shrubs selectively (if needed)

## May

Inspect and correct  
Apply mulch and compost  
Apply deer repellent (if needed)  
Prune shrubs selectively (if needed)

## June

Inspect and correct  
Apply deer repellent (if needed)  
Prune shrubs selectively (if needed)

## July

Inspect and correct  
Apply deer repellent (if needed)

## August

Inspect and correct  
Apply deer repellent (if needed)

## September

Inspect and correct

## October

Inspect and correct  
Remove excess leaves  
Cut back perennials (limited)

## November

Inspect and correct  
Remove excess leaves  
Apply mulch and compost  
Snow/salt management

## December

Monitor  
Snow/salt management

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Monitor = Check for problems, remove trash and debris  
Snow/salt management = Avoid placing snow on rain garden. Limit use of salt/deicing agents in vicinity  
Inspect and correct = Use inspection checklist. Additional inspections required after severe storms and during droughts  
Prune shrubs selectively = Prune to enhance flowering and shape according to species recommendations (including timing)  
Cut back perennials (limited) = To tidy garden only. Leave some stems and heads for habitat (cover and food).  
Remove excess leaves = Dense leaf layers will inhibit infiltration. Some remaining leaves will insulate and protect winter roots

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Retest soil pH levels every 2 to 3 years and readjust, if necessary.





## **2021 Borough Council Goals - DRAFT**

### **Fiscal Strength & Operational Effectiveness: Ensure efficient use of resources**

- Support Borough Manager goals and priorities, including overseeing the Borough Hall project and maintaining Borough operations while construction is in process
- Adopt a fiscally responsible 2021 budget in alignment with Borough priorities, with focus on minimizing taxpayer burden and smart spending
- Oversee introduction of a rolling 10-year capital plan to ensure long-range planning and effective management of capital assets
- Evaluate grant opportunities to offset spending and/or enhance services/infrastructure
- Review commercial area zoning to support responsible development
- Support transition to an annual tax reassessment process
- Evaluate opportunities to increase the usage of IT for automating workflow and the long-term storage of records

### **Openness & Responsiveness: Inform and engage the community**

- Support continued improvement of communications to residents
- Evaluate methods to better understand resident priorities, e.g. Citizen Survey in 2022
- Foster volunteerism, including support for volunteer recruitment, orientation and recognition
- Enhance communication with schools, community organizations, local businesses, county officials, and neighboring communities to foster strong relationships

### **Services & Infrastructure: Provide quality services, programs & infrastructure**

- Identify opportunities for expanded shared services and evaluate existing arrangements for cost savings and/or service improvements
- Support successful completion of approved capital projects, including the Borough Hall renovation/expansion project
- Plan for a Solid Waste Committee to launch in 2022 in preparation for a new 5-year contract

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

- Evaluate environmental, historic preservation, recreation, arts, and beautification initiatives that enhance our community and support the Master Plan
- Review/support initiatives to achieve Sustainable Jersey Program recertification
- Evaluate efforts to preserve and protect the Borough's tree canopy, lakes and woodlands – including new initiatives, like rain gardens and the living shoreline project
- Oversee implementation of the Borough's Affordable Housing Plan



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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

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

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

The following represents the Manager's report for the Borough Council meeting of March 8, 2021.

**Library Chimney Collapse** – As previously mentioned, the Mountain Lakes Public Library experienced damage to the building chimney after snow and ice slid down the roof, shifting the chimney. The building was closed for several days while temporary repairs were completed. The library has since reopened. We will be reviewing our options regarding repairs, which we expect will take place after the winter weather breaks. Our insurance carrier is aware of the incident.

**Police Sergeant Exam** – Due to the retirement of one Sergeant and the anticipated retirement of 2 others, Chief Bennett will be starting the process for a promotional exam to the rank of Sergeant. Besides a written component, additional testing will include oral interviews.

**Capital Accounts – Line Cancellations** – As previously requested, below are my recommendations for cancelation of remaining capital project monies:

#### 2016 Capital

- Recreation – Midvale Park Improvements - \$5,465.00
- Recreation – Island Beach Improvements - \$53622.00 (leaving \$30,000)
- Recreation – Birchwood Lake Improvements - \$74,298.83(leaving \$25,000)

#### 2017 Capital

- Fire – Positive Pressure Fan - \$4,900.00
- Public Works – Street Sign Replacement - \$1,642.06



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

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

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

TO: Honorable Mayor and Borough Council  
SUBJ: Manager's Report  
CC: Page 2 of 2

## 2018 Capital

- Water System – Fire Hydrant Replacement - \$1,175.78
- Parks Maintenance – Playground Safety Improvements - \$9,500

## 2019

- Public Works – Asbestos Abatement DPW Facility - \$19,260

## 2020

- Police – Retrofit Police Vehicle - \$234.94
- Public Works – 2 Mason Dump Trucks - \$4,832.88

As always, I encourage anyone with questions or concerns to reach out to me.

**Mitchell**



# Capital Ordinances

Activity to 03/04/2021

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

Matching: 0421555976000 to 0421555990999

Account Number	Description	Budget	Activity	Encumbered	Balance
<b>04-215-55-976-000</b>	<b>2012 Bond Ordinance 17-12</b>				
04-215-55-976-010	Facility Improvements	202,000.00	199,080.35	-	-
04-215-55-976-011	Borough Computer	15,000.00	15,000.00	-	2,919.65
04-215-55-976-012	Road Resurfacing	285,000.00	285,000.00	-	-
04-215-55-976-013	Reconstruction of Curbs & Sidewalks	110,000.00	110,000.00	-	-
04-215-55-976-014	Stormwater Drainage System	65,000.00	65,000.00	-	-
04-215-55-976-015	Water Supply - Well #4, hydrants, shed	141,000.00	141,000.00	-	-
04-215-55-976-016	Equipment Purchases	93,425.00	93,425.00	-	-
		<b>911,425.00</b>	<b>908,505.35</b>		<b>2,919.65</b>
<b>04-215-55-982-000</b>	<b>2016 CAPITAL ORDINANCE 06-16</b>				
04-215-55-982-001	Police - Recording System	3,500.00	3,500.00	-	-
04-215-55-982-002	Police - Pole Cameras	18,500.00	18,500.00	-	-
04-215-55-982-003	Fire - General Equipment	25,000.00	25,000.00	-	-
04-215-55-982-004	Public Works - Street Signs	18,000.00	18,000.00	-	-
04-215-55-982-005	CERT/Police - Radios	5,000.00	5,000.00	-	-
04-215-55-982-006	Public Works - Road Paving	270,000.00	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	-	-
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	8,096.02	-	9,003.98
04-215-55-982-020	Manager - Server Upgrade - ECM	45,000.00	30,700.45	-	14,299.55
04-215-55-982-021	Police - Scheduling Software	3,300.00	3,300.00	-	-
04-215-55-982-022	Recreation - Island Beach Improv.	641,350.00	552,087.15	6,540.24	82,722.61
04-215-55-982-023	Recreation - Birchwood Lake Improv.	716,250.00	616,824.42	126.75	99,298.83

# Capital Ordinances

Activity to 03/04/2021

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

Matching: 0421555976000 to 0421555990999

Account Number	Description	Budget	Activity	Encumbered	Balance
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	-	-
<b>2017 CAPITAL ORDINANCE 05-17</b>		<b>2,428,400.00</b>	<b>2,169,741.60</b>	<b>6,666.99</b>	<b>251,991.41</b>
04-215-55-983-000	Police - Dash Cam System	57,300.00	48,161.27	-	-
04-215-55-983-002	Fire - Personal Protective Gear (6 sets)	7,488.00	7,488.00	-	9,138.73
04-215-55-983-003	Fire - Pagers (2)	900.00	900.00	-	-
04-215-55-983-004	Fire - Positive Pressure Fan	4,900.00	-	-	4,900.00
04-215-55-983-005	Public Works-Street Sign Replacement	18,000.00	16,357.94	-	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	79,197.49	-	19,802.51
04-215-55-983-010	Public Works - Aeration System-Birchwood	20,000.00	20,000.00	-	-
04-215-55-983-011	Public Works-Pick up Truck Replacement-2	43,000.00	43,000.00	-	-
04-215-55-983-012	Fire - Jaws of Life & Telescopic Ram	11,712.00	11,712.00	-	-
<b>2018 CAPITAL ORDINANCE 4-18</b>		<b>712,300.00</b>	<b>676,816.70</b>	-	<b>35,483.30</b>
04-215-55-984-000	Police Weapon Replacement	10,000.00	9,540.15	-	-
04-215-55-984-002	Fire Personal Protective Gear	9,600.00	9,600.00	-	459.85
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	-	-
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

# Capital Ordinances

Activity to 03/04/2021

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

Matching: 0421555976000 to 0421555990999

Account Number	Description	Budget	Activity	Encumbered	Balance
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	28,121.51	21,878.49	-
<b>2019 CAPITAL ORDINANCE 2-19</b>		<b>1,178,200.00</b>	<b>1,094,175.30</b>	<b>21,878.49</b>	<b>62,146.21</b>
04-215-55-985-000	POLICE LIVESCAN FINGERPRINT STATION	35,000.00	35,000.00	-	-
04-215-55-985-001	POLICE ELEC. SIGNBOARD/SPEED TRAILER	15,385.00	15,385.00	-	-
04-215-55-985-002	FIRE PERSONAL PROTECTIVE EQUIPMENT	28,800.00	28,458.73	-	341.27
04-215-55-985-003	FIRE OTHER EQUIPMENT	4,900.00	4,817.47	-	82.53
04-215-55-985-004	PUBLIC WORKS VEHICLE LIFT	72,250.00	72,250.00	-	-
04-215-55-985-005	PUBLIC WORKS RD REPAVING POCONO,MIDVALE	428,966.00	428,966.00	-	-
04-215-55-985-006	PUBLIC WORKS CURBS AND SIDEWALKS	141,000.00	141,000.00	-	-
04-215-55-985-007	MANAGER SUNSET LAKE DAM	2,100,000.00	10,131.38	-	-
04-215-55-985-008	PUBLIC WORKS DUMP TRUCK	195,000.00	195,000.00	-	-
04-215-55-985-009	PUB WORKS ASBESTOS ABATEMENT DPW FAC.	34,500.00	15,240.00	13,550.00	2,076,318.62
04-215-55-985-010	PARKS TENNIS COURT SURFACE REPAIRS	14,000.00	-	-	19,260.00
04-215-55-985-011	PARKS TENNIS COURT FENCE	21,000.00	-	-	14,000.00
04-215-55-985-012	PARKS MIDVALE PARK AED INSTALL	6,500.00	-	-	21,000.00
04-215-55-985-013	ENGINEERING - SECTION 20 COSTS	5,000.00	4,805.27	-	6,500.00
04-215-55-985-014	FINANCE - SECTION 20 COSTS	83,655.00	9,109.56	15,861.36	194.73
04-215-55-985-015					58,684.08
<b>2019 CAPITAL ORDINANCE 2-19</b>		<b>3,185,956.00</b>	<b>960,163.41</b>	<b>29,411.36</b>	<b>2,196,381.23</b>

# Capital Ordinances

Activity to 03/04/2021

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Matching: 0421555976000 to 0421555990999

Account Number	Description	Budget	Activity	Encumbered	Balance
<b>04-215-55-986-000</b>	<b>2019 CAPITAL ORDINANCE 10-19</b>	-	-	-	-
04-215-55-986-001	ROAD REPAVING, MORRIS AVE.	598,690.00	407,028.62	201,549.76	(9,888.38)
04-215-55-986-002	SECTION 20 COSTS - FINANCE COSTS	11,310.00	1,421.62	-	9,888.38
		<b>610,000.00</b>	<b>408,450.24</b>	<b>201,549.76</b>	-
<b>04-215-55-987-000</b>	<b>2020 CAPITAL ORDINANCE 4-20</b>	-	-	-	-
04-215-55-987-001	FIRE AIR PACK REPLACEMENTS	41,673.00	41,673.00	-	-
04-215-55-987-002	FIRE AIR BOTTLE REPLACEMENTS	48,852.00	48,852.00	-	-
04-215-55-987-003	PUB WKS 52" MOWER	13,500.00	13,500.00	-	-
04-215-55-987-004	PUB WKS HYDRANT REPLACEMENT	15,000.00	-	-	15,000.00
04-215-55-987-005	PUB WKS ROAD REPAVING, CURBS & SIDEWALKS	111,247.00	100,504.71	-	10,742.29
04-215-55-987-006	PUB WKS IMPROV. TO STORMWATER DRAINAGE	10,000.00	-	-	10,000.00
04-215-55-987-007	POLICE RETROFIT POLICE VEHICLE	15,000.00	-	14,765.06	234.94
04-215-55-987-008	FIRE COMMAND VEHICLE	40,000.00	-	-	40,000.00
04-215-55-987-009	FIRE RETROFIT COMMAND VEHICLE	10,000.00	-	-	10,000.00
04-215-55-987-010	PUB WKS 2 MASON DUMP TRUCKS	135,000.00	130,167.12	-	4,832.88
04-215-55-987-011	ENGINEERING SECTION 20 COSTS	10,000.00	9,090.78	909.21	0.01
04-215-55-987-012	FINANCE SECTION 20 COSTS	30,571.00	3,115.08	-	27,455.92
04-215-55-987-013	PUB WKS CONDIRT ROAD	250,000.00	55,549.26	169,906.94	24,543.80
04-215-55-987-014	PUB WKS MORRIS AVE.	151,323.00	3,883.51	151,323.00	(3,883.51)
		<b>882,166.00</b>	<b>406,335.46</b>	<b>336,904.21</b>	<b>138,926.33</b>
<b>04-215-55-988-000</b>	<b>2020 CAPITAL ORDINANCE 7-20</b>	-	-	-	-
04-215-55-988-001	PUB WKS CURBS AND SIDEWALKS	6,000.00	-	-	6,000.00
		<b>6,000.00</b>	-	-	<b>6,000.00</b>
<b>04-215-55-989-000</b>	<b>2020 CAPITAL ORD. 8-20 BORO HALL RENOV.</b>	-	-	-	-
04-215-55-989-012	SECTION 20 COSTS - ENGINEER	-	-	83.28	(83.28)
04-215-55-989-101	B.H. S&W DEMOLITION-LOWER LEVEL	20,000.00	1,240.67	-	18,759.33
04-215-55-989-102	B.H. S&W DEMOLITION-UPPER LEVEL	20,000.00	-	-	20,000.00
04-215-55-989-103	B.H. S&W DEMOLITION-ROOF	10,000.00	-	-	10,000.00

# Capital Ordinances

## Activity to 03/04/2021

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Matching: 0421555976000 to 0421555990999

Account Number	Description	Budget	Activity	Encumbered	Balance
04-215-55-989-106	B.H. S&W FOOTING-EXCAVATION	15,000.00	3,555.14	-	11,444.86
04-215-55-989-108	B.H. S&W FOOTING-SLABS	30,100.00	11,145.80	-	18,954.20
04-215-55-989-109	B.H. S&W FOUNDATION-WALLS-BACK ADDITION	20,000.00	18,611.34	-	1,388.66
04-215-55-989-110	B.H. S&W FOOTING-ENTRANCE	31,600.00	-	-	31,600.00
04-215-55-989-111	B.H. S&W FOUNDATION-WALLS-ENTRANCE	27,600.00	-	-	27,600.00
04-215-55-989-112	B.H. S&W CMU WALLS-LOWER LEVEL	100,580.00	2,895.79	-	97,684.21
04-215-55-989-113	B.H. S&W CMUWALLS-UPPER LEVEL	100,698.00	-	-	100,698.00
04-215-55-989-114	B.H. S&W WATERPROOFING-FOUNDATION WALL	4,820.00	-	-	4,820.00
04-215-55-989-115	B.H. S&W TPO ROOF	104,000.00	-	-	104,000.00
04-215-55-989-116	B.H. S&W METAL STUD WALLS-UPPER LEVEL	114,462.00	-	-	114,462.00
04-215-55-989-117	B.H. S&W INSTALL DOOR'S FRAMES-UPPER	7,000.00	-	-	7,000.00
04-215-55-989-118	B.H. S&W METAL STUDS WALLS-LOWER LEVEL	96,231.00	-	-	96,231.00
04-215-55-989-119	B.H. S&W INSTALL DOOR'S FRAME-LOWER	9,400.00	-	-	9,400.00
04-215-55-989-120	B.H. S&W STONE VENEER	74,300.00	-	-	74,300.00
04-215-55-989-121	B.H. S&W EXTENDED ROOF WALL	61,200.00	-	-	61,200.00
04-215-55-989-122	B.H. S&W CEMENT FIBER SIDING	82,250.00	-	-	82,250.00
04-215-55-989-123	B.H. S&W CEILINGS	35,250.00	-	-	35,250.00
04-215-55-989-124	B.H. S&W INSULATION	33,500.00	-	-	33,500.00
04-215-55-989-125	B.H. S&W STUCCO	48,600.00	-	-	48,600.00
04-215-55-989-126	B.H. S&W DOORS	16,550.00	-	-	16,550.00
04-215-55-989-127	B.H. S&W SECURITY DOOR	3,000.00	-	-	3,000.00
04-215-55-989-128	B.H. S&W GARAGE DOOR	2,800.00	-	-	2,800.00
04-215-55-989-129	B.H. S&W WINDOWS-STORE FRONT	46,300.00	-	-	46,300.00
04-215-55-989-130	B.H. S&W WINDOWS SUN SHADES	25,000.00	-	-	25,000.00
04-215-55-989-132	B.H. S&W ELECTRIC	160,000.00	366.01	-	159,633.99
04-215-55-989-133	B.H. S&W PLUMBING	125,000.00	5,011.11	-	119,988.89
04-215-55-989-134	B.H. S&W HVAC	165,000.00	-	-	165,000.00
04-215-55-989-135	B.H. S&W ALARMS	21,200.00	-	-	21,200.00
04-215-55-989-137	B.H. S&W STAIRS AND RAILINGS	40,500.00	-	-	40,500.00
04-215-55-989-138	B.H. S&W FLOORS	91,100.00	-	-	91,100.00
04-215-55-989-139	B.H. S&W MENS AND WOMENS LACKER ROOMS	3,100.00	-	-	3,100.00
04-215-55-989-141	B.H. S&W 7 BATHROOMS 2 JANITOR 2 LOCKER	53,600.00	-	-	53,600.00
04-215-55-989-142	B.H. S&W SITE WORK	20,000.00	13,550.45	-	6,449.55
04-215-55-989-146	B.H. S&W MILLWORK	58,700.00	-	-	58,700.00
04-215-55-989-147	B.H. S&W STRUCTURAL STEEL	22,500.00	-	-	22,500.00
04-215-55-989-148	B.H. S&W CORRINATION OF WORK	34,000.00	30,378.83	-	3,621.17
04-215-55-989-155	B.H. S&W ADMINISTRATIVE ASSISTANT	20,000.00	4,844.24	-	15,155.76

# Capital Ordinances

Activity to 03/04/2021

\*ACTIVITY = Budget - (Balance + Encumbered) (You can include the break out by journal from the report options)  
 Matching: 0421555976000 to 0421555990999

Account Number	Description	Budget	Activity	Encumbered	Balance
04-215-55-989-170	B.H. S&W CONTINGENCY	10,109.82	7,680.83	-	2,428.99
04-215-55-989-204	B.H. O/E DEMOLITION - CONTAINERS	11,000.00	3,912.09	-	7,087.91
04-215-55-989-205	B.H. O/E DEMOLITION - EQUIPMENT	10,000.00	950.35	-	9,049.65
04-215-55-989-207	B.H. O/E EQUIPMENT - RENTAL	6,000.00	569.00	1,600.00	3,831.00
04-215-55-989-208	B.H. O/E FOOTING - SLABS	15,790.00	17,616.23	2,874.06	(4,700.29)
04-215-55-989-209	B.H. O/E FOUNDATION - WALLS - BACK ADDITY	6,000.00	4,753.75	-	1,246.25
04-215-55-989-210	B.H. O/E FOOTING - ENTRANCE	13,375.00	-	-	13,375.00
04-215-55-989-211	B.H. O/E FOUNDTION - WALLS - ENTRANCE	14,600.00	-	-	14,600.00
04-215-55-989-212	B.H. O/E CMU WALLS - LOWER LEVEL	18,200.00	314.30	4,685.70	13,200.00
04-215-55-989-213	B.H. O/E CMU WALLS - UPPER LEVEL	12,850.00	-	-	12,850.00
04-215-55-989-214	B.H. O/E WATERPROOFING FOUNDATION WALL	4,400.00	-	-	4,400.00
04-215-55-989-215	B.H. O/E TPO ROOF	93,010.00	-	-	93,010.00
04-215-55-989-216	B.H. O/E METAL STUD WALLS - UPPER LEVEL	35,300.00	-	-	33,925.00
04-215-55-989-218	B.H. O/E METAL STUDS WALLS - LOWER LEVEL	28,006.00	-	1,375.00	26,631.00
04-215-55-989-220	B.H. O/E STONE VENEER	28,000.00	-	1,375.00	26,625.00
04-215-55-989-221	B.H. O/E EXTENDED ROOF WALL	14,800.00	-	-	14,800.00
04-215-55-989-222	B.H. O/E CEMENT FIBER SIDING	53,350.00	-	-	53,350.00
04-215-55-989-223	B.H. O/E CEILINGS	12,100.00	-	-	12,100.00
04-215-55-989-224	B.H. O/E INSULATION	32,420.00	-	-	32,420.00
04-215-55-989-225	B.H. O/E STUCCO	8,100.00	-	-	8,100.00
04-215-55-989-226	B.H. O/E DOORS	94,250.00	-	-	94,250.00
04-215-55-989-227	B.H. O/E SECURITY DOOR	7,000.00	-	-	7,000.00
04-215-55-989-228	B.H. O/E GARAGE DOOR	4,000.00	-	-	4,000.00
04-215-55-989-229	B.H. O/E WINDOWS - STORE FRONT	144,000.00	-	-	144,000.00
04-215-55-989-230	B.H. O/E WINDOWS SUN SHADES	80,000.00	-	-	80,000.00
04-215-55-989-231	B.H. O/E ELEVATOR	110,000.00	-	-	110,000.00
04-215-55-989-232	B.H. O/E ELECTRIC	220,209.20	685.12	1,814.88	217,709.20
04-215-55-989-233	B.H. O/E PLUMBING	72,089.00	1,747.56	-	70,341.44
04-215-55-989-234	B.H. O/E HVAC	220,000.00	-	-	220,000.00
04-215-55-989-235	B.H. O/E ALARMS	24,299.98	-	-	24,299.98
04-215-55-989-236	B.H. O/E PAINTING	35,000.00	-	-	35,000.00
04-215-55-989-237	B.H. O/E STAIRS AND RAILINGS	27,539.00	-	-	27,539.00
04-215-55-989-238	B.H. O/E FLOORS	79,600.00	-	-	79,600.00
04-215-55-989-239	B.H. O/E MENS AND WOMENS LOCKER ROOMS	13,100.00	-	-	13,100.00
04-215-55-989-241	B.H. O/E 7 BATHROOMS 2 JANITOR 2 LOCKER	31,400.00	-	-	31,400.00
04-215-55-989-242	B.H. O/E SITE WORK	20,000.00	-	-	20,000.00
04-215-55-989-243	B.H. O/E RENTAL CONSTR. EQUIP & PURCHASEY	120,000.00	1,141.75	8,521.70	110,336.55
			1,486.42	3,993.86	14,519.72
			1,141.75	8,521.70	110,336.55

# Capital Ordinances

Activity to 03/04/2021

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

Matching: 0421555976000 to 0421555990999

Account Number	Description	Budget	Activity	Encumbered	Balance
04-215-55-989-244	B.H. O/E OSHA - SAFETY EQUIPMENT	12,000.00	-	1,119.28	10,880.72
04-215-55-989-245	B.H. O/E MISCELLANEOUS	125,000.00	-	-	125,000.00
04-215-55-989-246	B.H. O/E MILLWORK	15,000.00	-	-	15,000.00
04-215-55-989-247	B.H. O/E STRUCTURAL STEEL	63,061.00	-	-	63,061.00
04-215-55-989-249	B.H. O/E FURNITURE	81,100.00	-	-	81,100.00
04-215-55-989-250	B.H. O/E IT/TECH	69,000.00	129.55	250.00	68,620.45
04-215-55-989-251	B.H O/E OTHER/RELOCATION/GENERATOR	108,000.00	3,598.25	58,966.70	45,435.05
04-215-55-989-252	B.H. O/E ARCHITECT	171,000.00	105,000.00	66,000.00	-
04-215-55-989-253	B.H. O/E ENGINEERING	25,000.00	6,363.01	83.28	18,553.71
04-215-55-989-254	B.H. O/E FINANCE	30,000.00	3,115.07	-	26,884.93
04-215-55-989-270	B.H. O/E CONTINGENCY	79,000.00	-	-	79,000.00
<b>TOTALS</b>		<b>4,463,000.00</b>	<b>250,662.66</b>	<b>152,742.74</b>	<b>4,059,594.60</b>

**TOTALS**  
 14,377,447.00    6,874,850.72    749,153.55    6,753,442.73

## RESOLUTION AND ORDINANCE REVIEW FOR THE MARCH 8, 2021 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

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### ***RESOLUTIONS***

**R78-21, Authorizing the Transfer of Appropriations** - this resolution authorizes the CFO to transfer excess appropriations to appropriations that are insufficient to meet current needs as authorized by N.J.S.A. 40A:4-58. A complete explanation of the transfers is included with the resolution from our CFO.

**R82-21, Authorization for Membership in the NJ State Firemen's Association** – this resolution authorizes membership in the NJ State Firemen's Association for Firefighter James Daniel. The request for this resolution comes from Joe Mullaney, MLFD Chief.

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

NONE

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### ***ORDINANCES TO ADOPT***

**4-21, COLA, Calendar Year 2021 Ordinance to Exceed the Municipal Budget Appropriation Limits and Establish a Cap Bank** - this ordinance authorizes the Borough to increase the annual budget by up to 3.5% over the previous year, *if necessary*. This ordinance is adopted annually. Adoption of this ordinance is recommended by the Borough CFO and Auditor.

**5-21, Authorizing the Execution of a Lease Agreement between the Borough of Mountain Lakes and Mountain Lakes Realty LLC** – this ordinance will allow for the Borough Manager to enter into a lease agreement for office space to house Borough administration while Borough Hall is under renovation.

**6-21, Amending Chapter 111 of the Revised General Ordinances of the Borough of Mountain Lakes and Revising the Fee Schedule** - this ordinance authorizes fee adjustments for Recreation.

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



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

**ORDINANCE 4-21**

**CALENDAR YEAR 2021  
ORDINANCE TO EXCEED THE MUNICIPAL BUDGET APPROPRIATION LIMITS AND TO  
ESTABLISH A CAP BANK  
(N.J.S.A. 40A: 4-45.14)**

**WHEREAS**, the Local Government Cap Law, N.J.S. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a municipality shall limit any increase in said budget up to 1.0% unless authorized by ordinance to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and,

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

**WHEREAS**, the Borough Council of the Borough of Mountain Lakes in the County of Morris finds it advisable and necessary to increase its CY 2021 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and,

**WHEREAS**, the Borough Council hereby determines that a 2.5% increase in the budget for said year, amounting to \$155,290.78 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and,

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

**NOW THEREFORE BE IT ORDAINED**, by the Borough Council of the Borough of Mountain Lakes, in the County of Morris, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2021 budget year, the final appropriations of the Borough of Mountain Lakes shall, in accordance with this ordinance and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$217,407.09, and that the CY 2021 municipal budget for the Borough of Mountain Lakes be approved and adopted in accordance with this ordinance; and,

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

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

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

Introduced: 2/22/21

Adopted: 3/8/21

Name	Motion	Second	Aye	Nay	Absent	Abstain	Motion	Second	Aye	Nay	Absent	Abstain
Happer			X									
Korman		X	X									
Lane			X									
Richter			X									
Sheikh			X									
Barnett	X		X									
Menard			X									

**LEGAL NOTICE OF FINAL ADOPTION**

NOTICE is hereby given that the above Ordinance was introduced and passed on first reading at a meeting of the Borough Council of the Borough of Mountain Lakes, in the County of Morris, State of New Jersey, held in the municipal building on the 22nd day of February 2021, and the same came up for final passage at a meeting of the said Borough Council on the 8th day of March 2021 at which time, after persons interested were given an opportunity to be heard concerning said ordinance, the same was passed and will be in full force in the Borough according to law. By order of the Borough Council of the Borough of Mountain Lakes, County of Morris and State of New Jersey.

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

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

**ORDINANCE 5-21**

**ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE TO THE BOROUGH OF  
MOUNTAIN LAKES FROM MOUNTAIN LAKES REALTY LLC**

**WHEREAS**, N.J.S.A. 40A:12-4 authorizes a municipality to lease real property; and

**WHEREAS**, N.J.S.A. 40A:12-5 requires that the lease of property by municipalities be accomplished by Ordinance; and

**WHEREAS**, Mountain Lakes Realty, LLC has agreed to lease to the Borough of Mountain Lakes, Suite 103 at 420 Boulevard, in the Borough of Mountain Lakes, to use for administrative offices during the Municipal Building Construction; and

**WHEREAS**, the Borough Council finds that it is in the public interest to enter into a lease for a one-year period at a monthly rent of \$2,500 subject to the terms and conditions set forth in a lease attached hereto.

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

**Section 1.** The appropriate municipal officials are hereby authorized to execute a Lease in the form attached hereto between the Borough of Mountain Lakes and Mountains Lakes Realty LLC for a period of one year for Suite 103 at 420 Boulevard, in the Borough of Mountain Lakes.

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

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

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

Introduced: 2/22/21

Adopted: 3/8/21

Name	Motion	Second	Aye	Nay	Absent	Abstain	Motion	Second	Aye	Nay	Absent	Abstain
Happer			X									
Korman			X									
Lane			X									
Richter		X	X									
Sheikh			X									
Barnett	X		X									
Menard			X									

**LEASE AGREEMENT**

**-BETWEEN-**

**MOUNTAIN LAKES REALTY, L.L.C.**

**LESSOR,**

**-AND-**

**BOROUGH OF MOUNTAIN LAKES**

**LESSEE.**

**DATED: February , 2021**

**PREMISES: 420 BOULEVARD, SUITE 103  
MOUNTAIN LAKES, NEW JERSEY 07046**

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## LEASE AGREEMENT

THIS LEASE AGREEMENT made this \_\_\_\_\_ day of February, 2021 between **MOUNTAIN LAKES REALTY, L.L.C.** with its mailing address for notices and a principal address at c/o Pagano Real Estate, Inc., 420 Boulevard, Suite 201, Mountain Lakes, New Jersey 07046 (hereinafter called "LESSOR") and **BOROUGH OF MOUNTAIN LAKES** with its mailing address for notices and a principal address at 400 Boulevard, Mountain Lakes, New Jersey 07046 (hereinafter called "LESSEE").

1. **DESCRIPTION:** Lessor hereby leases to Lessee and Lessee hereby hires from Lessor the following space: Suite 103 (hereinafter called "Premises") in the building located at 420 Boulevard, Mountain Lakes, New Jersey 07046 (hereinafter called "Building") which is situated on that certain parcel of land (hereinafter called "Office Building Area"); the stairways; elevators, if any; halls, toilet and sanitary facilities; and all other general common facilities contained in the Building and such parking as in Paragraph 42 provided.
2. **TERM:** The Premises are leased for a term (the "Lease Term") of one (1) year to commence on March 1, 2021 (the "Commencement Date") and to end at 12:00 midnight on February 28, 2022.
3. **BASIC RENT:** The Lessee shall pay to the Lessor during the Term, basic rent (herein "rent" or "basic rent"), payable in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts. The basic rent shall accrue at the yearly rate of THIRTY THOUSAND and 00/100 DOLLARS (\$30,000.00) and shall be payable in advance on the first day of each calendar month during the Term in monthly installments of TWO THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$2,500.00) each, commencing on the Commencement Date. The basic rent shall be payable at the office of the Lessor, at the address set forth, or as may otherwise be directed by notice from the Lessor to the Lessee.
4. **USE AND OCCUPANCY:** Lessee shall use and occupy the Premises as General Office (and related administrative purposes) and other uses incidental thereto and for no other purposes. Lessee shall use and occupy the Premises in a careful, lawful, safe and proper manner.
5. **COVENANT TO PAY RENT:** Lessee shall pay basic rent, and any additional rent as hereinafter provided, to Lessor at Lessor's above-stated address, or at such other place as Lessor may designate in writing, without demand and without counterclaim, deduction or setoff.
6. **CARE AND REPAIR OF PREMISES:** Lessee shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall conform to all laws, orders and regulations of the federal, state and municipal governments or any of their departments as same relates to Lessee's particular or specific use. Not later than the last day of the Term, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, including trade fixtures, cabinetwork, movable paneling, partitions and the like; repair all injury done by or in connection with the installation or removal of said property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear and damage by fire, the elements, casualty, or other causes, not due to the misuse or neglect by Lessee, Lessee's agents, servants, visitors or licensees, excepted. All other property of Lessee remaining on the Premises after the last day of the Term of this Lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense. Any fixtures placed upon the Premises, which become an integral part of the Premises, shall be the property of the Lessor. Lessee shall not mortgage, hypothecate, assign or otherwise permit a lien to attach to said fixtures.
7. **ALTERATIONS, ADDITIONS OR IMPROVEMENTS:** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements in, to or about the Premises. Lessor's consent shall not be required for

the painting of the Premises. Lessee shall not install any air-conditioning or heating systems of any kind whatsoever within the Leased Premises.

8. ACTIVITIES INCREASING FIRE INSURANCE RATES: Lessee shall not do or suffer anything to be done on the Premises which will increase the rate of fire insurance on the Building.

9. ABANDONMENT: During the Term of this Lease or any renewed or extended term thereof, Lessee shall not, without first obtaining the written consent of Lessor, abandon the Premises, or allow the Premises to become vacant or deserted.

10. ASSIGNMENT AND SUBLEASE: Lessee may not assign or sublease the within Lease or the Premises or any portion thereof without Lessor's prior written consent.

Without limiting any of the provisions of Paragraphs 14 and 16, if pursuant to the Federal Bankruptcy Code (the "Code"), or any similar law hereafter enacted having the same general purpose, Lessee is permitted to assign this Lease notwithstanding the restrictions contained in this Lease, and adequate assurance of future performance by an assignee expressly permitted under such Code shall be deemed to mean the deposit of cash security in an amount equal to three months' basic rent plus an amount equal to one-third (1/3) of the additional rent for the calendar year preceding the year in which such assignment is intended to become effective, which deposit shall be held by Lessor for the balance of the Term, without interest, as security for the full performance of all of such Lessee's obligations under this Lease, to be held and applied in the manner specified for security in Paragraph 20.

11. COMPLIANCE WITH RULES, REGULATIONS AND INDEMNIFICATION:

A. Lessee shall observe and comply with the rules and regulations hereinafter set forth in Exhibit "A" which are made a part hereof and with such further reasonable rules and regulations as Lessor may prescribe on written notice to the Lessee, for the safety, care and cleanliness of the Building and the comfort, quiet, and convenience of other occupants of the Building. Lessee shall not place a load upon any floor of the Leased Premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Lessor reserves the right to prescribe the weight and position of all safes, business machines, and mechanical equipment. Such installations shall be placed and maintained by Lessee, at Lessee's expense, in settings sufficient, in Lessor's reasonable judgment, to absorb and prevent vibration, noise and annoyance.

B. Lessee agrees to indemnify and save harmless Lessor from and against (a) all claims of whatever nature against Lessor arising from any act, omission or negligence of Lessee, its contractors, licensees, agents, servants, employees, invitees or visitors, including any claims arising from any act, omission or negligence of Lessee, (b) all claims against Lessor arising from any accident, injury or damage whatsoever caused to any person or to the property of any person and occurring during the Term in or about the Premises provided same is not caused by the omission or negligence of Lessor, its agents, employees or contractors, (c) all claims against Lessor arising from any accident, injury or damage occurring outside of the Premises but anywhere within or about the Building where such accident, injury or damage results or is claimed to have resulted from an act or omission of Lessee or Lessee's agents, employees, invitees, or visitors, including any claims arising from any act, omission or negligence of Lessee, and (d) any breach, violation or non-performance of any covenant, condition or agreement in this Lease set forth and contained on the part of Lessee to be fulfilled, kept, observed and performed. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses of any kind or nature incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof.

12. DAMAGE TO BUILDING: If the Building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Lessor, will equal or exceed twenty-five (25%) percent of the replacement value of the Building (exclusive of foundations) just prior to the occurrence of the damage, or if, as a result of such damage, the Premises shall not be reasonably usable for the purpose for which they are leased hereunder, then, Lessor or Lessee may, no later than the thirtieth (30th) day



following the date of such damage give the other a notice of election to terminate this Lease, and this Lease shall be deemed to terminate on the twentieth (20th) day after the giving of said notice, Lessee shall surrender possession of the Premises within a reasonable time thereafter, and the basic rent, and any additional rent, shall be apportioned as of the date of said termination of said Lease, with any basic or additional rent paid for any period beyond said date to be promptly repaid to Lessee. If, Lessor and Lessee elect not to terminate this Lease, Lessor shall restore the Building and the Premises with reasonable promptness, subject to delays beyond Lessor's control, and delays in the making of insurance adjustments between Lessor and its insurance carrier, and Lessee shall have no right to terminate this Lease. Lessor need not restore fixtures and improvements owned by Lessee.

13. WAIVERS OF SUBROGATION: Each party releases and waives on behalf of itself and on behalf of the insurers of such party's property, any and all claims and any rights of subrogation of any such insurer against the other party, its employees and agents for loss (other than loss or damage resulting from the willful act of such other party, its employees and agents) sustained from any peril to property required to be insured against herein, whether or not such insurance is actually in force, or from any peril to property actually insured against, though not required to be under this Lease. The policies of the respective parties shall contain an express waiver of subrogation to this effect.

14. EMINENT DOMAIN: If Lessee's use of the Premises is materially affected due to the taking by eminent domain of (a) the Premises or any part thereof or any estate therein; or (b) any other part of the Building, then, and in either event, this Lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of said termination date and any basic or additional rent paid for any period beyond said date shall be promptly repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof and Lessee shall not seek to obtain any award for such taking.

15. INSOLVENCY OF LESSEE: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act, shall constitute a default of this Lease by Lessee, and Lessor may terminate this Lease forthwith, and upon notice of such termination, Lessee's right to possession of the Leased Premises shall cease, and Lessee shall then quit and surrender the Premises to lessor but Lessee shall remain liable as hereinafter provided in Paragraph 17.

16. LESSOR'S REMEDIES ON DEFAULT: If Lessee defaults in any payment of rent, or additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee written notice of such default, and if Lessee does not cure any rent, or additional rent, default within ten (10) days, or other default within fifteen (15) days, after giving of such notice (or if such default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such fifteen (15) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this Lease on not less than ten (10) days written notice to Lessee, and on the date specified in said notice, Lessee's right to possession of the Premises shall cease, and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Lessor pursuant to Paragraph 15 or 16 hereof, Lessor may, at any time thereafter, resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

17. DEFICIENCY: In any case where Lessor has recovered possession of the Premises by reason of Lessee's default, Lessor may, at Lessor's option, occupy the Premises or cause the Premises to be redecorated, altered, divided, consolidated with other adjoining premises, or otherwise changed or prepared for reletting, and may relet the Premises or any part thereof as agent of Lessee or otherwise, for a term or terms to expire prior to, at the same time as, or subsequent to, the original expiration date of this Lease, at Lessor's option, and receive the rent therefore. Rent so received shall be applied first to the payment of such reasonable expenses as Lessor may have incurred in connection with the recovery of possession, redecorating, altering, dividing, consolidating with other adjoining premises, or otherwise changing or preparing for reletting, and the reletting, including brokerage and reasonable attorney's fees, and then

to the payment of damages in amounts equal to the rent hereunder and to the costs and expenses of performance of the other covenants of the Lessee as herein provided. Lessee agrees, in any such case, whether or not Lessor has relet, to pay to Lessor damages equal to the basic and additional rent and other sums herein agreed to be paid by Lessee, less the net proceeds of the reletting, if any, as ascertained from time to time, and the same shall be payable by Lessee on the several rent days above specified. Lessee shall not be entitled to any surplus accruing as a result of such reletting. In reletting the Premises as aforesaid, Lessor may grant rent concessions, and Lessee shall not be credited therewith. No such reletting shall constitute a surrender and acceptance or be deemed evidence thereof. If Lessor elects, pursuant hereto, actually to occupy and use the Premises or any part thereof during any part of the balance of the Term as originally fixed or since extended, there shall be allowed against the Lessee's obligation for rent or damages as herein defined, during the period of Lessee's occupancy, the reasonable value of such occupancy, not to exceed in any event the basic and additional rent herein reserved and such occupancy shall not be construed as a release of Lessee's liability hereunder.

Alternatively, in any case where Lessor has recovered possession of the Premises by reason of Lessee's default, Lessor may, at Lessor's option, and at any time thereafter, and without notice or other action by Lessor, and without prejudice to any other rights or remedies it may have hereunder or at law or equity, become entitled to recover from Lessee, as damages for such default, in addition to such other sums herein agreed to be paid by Lessee, to the date of re-entry, expiration and/or dispossession, an amount equal to the difference between the rent and additional rents reserved in this Lease from the date of such default to the date of expiration of the original term leased. Said damages shall become due and payable to the Lessor immediately upon such breach of this Lease and without regard to whether this Lease be terminated or not, and if this Lease be terminated, without regard to the manner in which it is terminated.

Lessee hereby waives all rights of redemption to which Lessee or any person claiming under Lessee might be entitled by any law now or hereafter in force.

18. NO WAIVER OF COVENANTS OR CONDITIONS: The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or condition or option in any other instance. This Lease cannot be changed or terminated orally.

19. SUBORDINATION OF LEASE: This Lease shall be subject and subordinate to any underlying leases and to any first mortgage and trust deed which may now or hereafter affect such leases or the real property of which the Premises form a part, and also to all renewals, modifications, consolidations, and replacements of said underlying leases and said first mortgage and trust deed. Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments confirming such subordination of this Lease as may be desired by the holders of said first mortgage and trust deeds or by any of the lessors under such underlying leases. Lessee hereby appoints Lessor attorney-in-fact, irrevocably, to execute and deliver any such instrument for Lessee. If any underlying lease to which this Lease is subject terminates, Lessee shall, on timely request, attorn to the owner of the reversion.

20. SECURITY DEPOSIT: Not Applicable.

21. RIGHT TO CURE LESSEE'S DEFAULT: If Lessee breaches any covenant or condition of this Lease, Lessor may, on reasonable notice to Lessee (except that no notice need be given in case of emergency), cure such breach at the expense of Lessee and the reasonable amount of all expenses, including reasonable attorney's fees, incurred by Lessor in so doing (whether paid by Lessor or not) shall be deemed additional rent payable on demand.

22. MECHANIC'S LIENS: Lessee shall, within fifteen (15) days after notice from Lessor, discharge or satisfy by bonding or otherwise, any mechanic's liens for materials or labor claimed to have been furnished to the Premises on Lessee's behalf.

23. NOTICES: Any notice, statement, certificate, request or demand required

or permitted to be given or delivered in this Lease shall be in writing, and sent by either (i) registered or certified mail, postage prepaid, return receipt requested, or (ii) nationally recognized overnight courier service (such as FedEx), and in either case addressed, as the case may be, to Lessor at the address shown at the beginning of this Lease, and to Lessee at the address shown at the beginning of this Lease, or to such other addresses as Lessor or Lessee shall designate in the manner herein provided. Lessor's managing agent is hereby authorized and designated to give or deliver to Lessee any notice under this Lease. Any such notice, statement, certificate, request or demand shall, in the case of registered or certified mailing, be deemed to have been given on the third (3<sup>rd</sup>) day after mailed as aforesaid in any post office or branch post office regularly maintained by the United States Government, and in the case of delivery by nationally recognized overnight courier service, shall be deemed to have been given upon the date of delivery from an authorized agent of such courier service.

24. RIGHT TO INSPECT AND REPAIR: Lessor may enter the Premises but shall not be obligated to do so (except as required by any specific provision of this Lease) at any reasonable time upon reasonable advance notice to Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or the making of such repairs, replacement, or additions, in, to, on and about the Premises or Building, as Lessor deems necessary or desirable. Lessee shall have no claims or cause of action against Lessor by reason thereof. In no event shall Lessee have any claims against Lessor for interruption to Lessee's business, however occurring.

25. INTERRUPTION OF SERVICES OR USE: Interruption or curtailment of any service maintained in the Building, if caused by strikes, mechanical difficulties, government pre-emption in connection with a national emergency, conditions of supply and demand affected by any governmental emergency or any causes beyond Lessor's control whether similar or dissimilar to those enumerated shall not entitle Lessee to any claim against Lessor or to any abatement in rent, and shall not constitute constructive or partial eviction.

26. CONDITIONS OF LESSOR'S LIABILITY: Lessee shall not be entitled to claim a constructive eviction from the Premises unless Lessee shall have first notified Lessor in writing of the condition or conditions giving rise thereto, and, unless Lessor shall have failed within a reasonable time after receipt of such notice to remedy, or commence and proceed with due diligence to remedy, such condition or conditions.

27. RIGHT TO SHOW PREMISES: Lessor may show the Premises to prospective purchasers and mortgagees; and during the twelve (12) months prior to termination of this Lease, to prospective tenants during normal business hours on reasonable notice to Lessee, without unnecessary disruption to Lessee's business operation at the Premises. If possible, Lessor shall give Lessee at least twenty-four (24) hours advance notice of its intention to show the premises in accordance with the provisions of this Paragraph.

28. NO OTHER REPRESENTATION: No representations or promises shall be binding on the parties hereto except those representations and promises contained herein or in some future writing signed by the party making such representation(s) or promise(s).

29. QUIET ENJOYMENT: Lessor covenants that if, and so long as, Lessee pays the rent, and any additional rent as herein provided, and performs the covenants hereof, Lessor shall do nothing to affect Lessee's right to peaceably and quietly have, hold and enjoy the Premises for the Term herein mentioned, subject to the provisions of this Lease.

Lessor reserves the right at any time during the Term of the Lease Agreement, but not during the last six (6) months of same, to relocate Lessee from its existing premises (Leased Premises) to another comparable location within the Building. Lessor shall be responsible for the costs and expenses incurred by Lessee in moving its business and fixtures together with the obligation to prepare the new location for Lessee's business and to install Lessee's business fixtures.

30. LESSEE'S ESTOPPEL: Lessee shall, from time to time, on not less than ten (10) days prior written notice by Lessor, execute, or acknowledge and deliver to

Lessor a written statement certifying that the Lease is unmodified and in full force and effect, or that the Lease is in full force and effect as modified and listing the instruments of modifications; the date to which the rents and charges have been paid; and, whether or not, to the best of Lessee's knowledge, Lessor is in default hereunder, and if so, specifying the nature of the default. It is intended that any such statement delivered pursuant to this Paragraph 30 may be relied on by a prospective purchaser of Lessor's interest or mortgage of Lessor's interest or assignee of any mortgagee of Lessor's interest in the Building.

31. HOLDOVER TENANCY: If Lessee holds possession of the Premises after the term of this Lease, Lessee shall become a tenant from month to month under the provisions herein provided including, but not limited to, the monthly basic rent, until either party providing the other party a written notice, at least sixty (60) days prior to the intended date of termination, of intent to terminate such tenancy. Should Lessee continue thereafter to remain in possession, Lessor, should it so elect, shall be entitled to the benefits of all provisions of law with respect to summary recovery of possession from a holdover tenant. Lessee shall indemnify and save harmless Lessor from any claim, damage, expense, cost or loss which Lessor may incur by reason of such holding over, including without limitation, any claim of a succeeding tenant, or any loss by Lessor with respect to a lost opportunity to re-let the Premises.

32. LESSOR'S WORK - LESSEE'S DRAWINGS: The Premises shall be delivered by Lessor to Lessee upon the Commencement Date and Lessee hereby accepts the Premises in its "as is" physical condition, without any warranty, credit, agreement, or allowance from Lessor with respect to the condition or improvement thereof. Lessee acknowledges that Lessor makes no representation, covenant or warranty of any kind pertaining to the condition of the Premises and any equipment, fixtures or apparatus servicing the Premises. Lessee shall not make or permit any alterations, improvements, or modifications in or to the Premises or the fixtures, without Lessor's prior written consent.

33. SERVICES TO BE PROVIDED BY LESSOR:

A. While Lessee is not in default under any of the provisions of this Lease, Lessor agrees to furnish the services, at no cost to Lessee, for heating, ventilating and air conditioning (herein "HVAC"), as appropriate for the season, together with common facilities lighting and electric energy during "Building Hours", as hereinafter defined;

B. Except as set forth in said Exhibit "D", Lessee shall pay the cost of all other services required by Lessee;

C. Notwithstanding the foregoing, Lessor shall not be liable for failure to furnish any of the foregoing when such failure is caused by conditions beyond the control of Lessor, including but not limited to acts of God, accidents, repairs or strikes; such failure shall not constitute an eviction. Lessor shall not be liable, under any circumstances, for loss of, or injury to property, however occurring, through or in connection with or incidental to the furnishing of or failure to furnish any of the services set forth herein, or for any interruption to Lessee's business, however occurring.

34. ELECTRICITY:

A. Lessor shall furnish the Lessee's Standard Electric Service (as hereinafter defined).

B. The Lessor's Standard Electric Service shall, unless otherwise provided by agreement in writing between the parties, provide the electrical current for usual office requirements, equipment, lighting, heating, ventilating and air conditioning systems (heating and air conditioning as appropriate to the season). Usual office equipment shall include typewriters and collators, copying machines, calculators, clocks, water coolers and the like. All shall be provided from 8:00 a.m. to 6:00 p.m. on every day, Monday through Friday, holidays excepted ("business hours"). Notwithstanding the foregoing, electrical service for usual office requirements, including lighting, but excluding heating, ventilating and air conditioning, shall be available before and after business hours.

C. In no event shall Lessor's Standard Electric Service include electrical current for any computer room installation or for any requirements needing greater than a 20-amp line. All installations of electrical fixtures, appliances and equipment within the Premises shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed.

D. Lessor shall not be liable in any way to Lessee for any failure or defect in the supply or character of electric energy furnished to the Premises by reason of any requirement, act or omission of the public utility serving the Building with electricity or for any other reason. Lessee shall furnish and install all replacement lighting tubes, lamps, bulbs, and ballasts required in the Premises.

35. ADDITIONAL RENT: All charges, costs, expenses, reimbursements, fees, interest, and other payments to be made by Lessee to Lessor under this Lease, other than basic rent or rent, shall be deemed to be "Additional Rent".

36. NO RECORDATION: Lessee agrees not to record or file this Lease or any memorandum thereof in any public recording office, including the Morris County Clerk's Office. Any such recording or filing shall constitute a default hereunder entitling Lessor to all available remedies, including but not limited to termination and re-entry hereto and acceleration of rent.

37. LESSEE'S INSURANCE:

A. Throughout the Term, Lessee, at its sole cost and expense, for the mutual benefit of Lessor and Lessee, shall maintain personal injury and property damage liability insurance against claims for personal injury, bodily injury, death or property damage occurring on, in, at or about the Premises, or arising from, in or about Lessee's use of the Building, or resulting from or arising out of products sold from the Premises or Lessee's use of the Office Building Area during the Term, of not less than Two Million Dollars (\$2,000,000.00) per occurrence and not less than Three Million Dollars (\$3,000,000.00) in the aggregate with respect to personal injury, bodily injury, death or property damage (combined single limit). Such policy shall expressly contain a contractual endorsement to provide coverage for Lessee's indemnification set forth in Paragraph 11, Subparagraph B of this Lease and shall contain the "Per Location Aggregate" endorsement.

B. Throughout the Term, Lessee, at its sole cost and expense, for the mutual benefit of Lessor and Lessee, shall maintain automobile liability insurance for all owned, hired and non-owned automobiles against claims for personal injury, bodily injury, death or property damage occurring on, in, at or about the Building, or arising from, in or about Lessee's use of the Premises, of not less than One Million Dollars (\$1,000,000.00) per person and not less than One Million Dollars (\$1,000,000.00) per occurrence with respect to personal injury, bodily injury, death or property damage (combined single limit). Such policy shall expressly contain a contractual endorsement to provide coverage for Lessee's indemnification set forth in Paragraph 11, Subparagraph B of this Lease and shall contain the "Per Location Aggregate" endorsement.

C. Lessee covenants and represents that Lessee's personal property and fixtures not become the property of Lessor and any other items which Lessee may bring to the Premises which may be subject to any claim for damages or destruction due to Lessor's negligence shall be fully insured by a policy of insurance covering all risks with no deductible, which policy shall specifically provide for a waiver of subrogation for Lessor and all Building tenants without regard to whether or not same shall cost an additional premium and notwithstanding anything to the contrary contained in this Lease. Should Lessee fail to maintain said all risk insurance with the required waiver of subrogation, or fail to maintain the liability insurance, naming Lessor as an additional named insured, then Lessee shall be in default hereunder and shall be deemed to have breached its covenants as set forth herein.

D. All of Lessee's policies of insurance provided in this Paragraph 37 shall be effected under valid and enforceable policies and issued by insurers of recognized responsibility which are licensed to do business in the state in which the Building is located. All of Lessee's policies of insurance as required in this Paragraph 37 shall name Lessor, Lessee, Lessor's managing agent and any mortgagee having an

interest in any or all part of the Building the name and address of which Lessee has received written notice, as additional insureds, as their respective interests may appear. Lessee agrees that such policies shall also be made payable, if required by Lessor, to a mortgagee or ground lessor, as the interest of such mortgagee or ground lessor may appear. None of Lessee's policies of insurance provided in this Paragraph 37 shall contain a coinsurance provision. Each of Lessee's policies shall contain an agreement by the insurer that such policy shall not be terminated, canceled or reduced in coverage without at least thirty (30) days' prior written notice to Lessor and to any mortgagee or ground lessor to whom a loss thereunder is payable. The minimum limits of coverage and the endorsements for all of Lessee's policies of insurance required by this Paragraph 37 shall be increased by Lessee if reasonably required by Lessor. All of Lessee's policies shall be endorsed (1) as primary and (2) to waive rights of subrogation against Lessor and all other additional insureds. Prior to the Commencement Date, Lessee shall provide Lessor with a binder or certificate containing evidence of such coverage and of the coverage required in this Paragraph 37, and Lessee shall thereafter provide Lessor with appropriate evidence of said coverage upon each anniversary date of the policy.

38. WAIVER OF TRIAL BY JURY: To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this Lease or the Premises.

39. LATE CHARGE: Anything in this Lease to the contrary notwithstanding, at Lessor's option, Lessee shall pay a "Late Charge" of five (5%) percent of any installment of rent or additional rent paid more than five (5) days after the due date thereof, to cover the extra expense involved in handling delinquent payments.

40. PARAGRAPH HEADINGS: The paragraph headings in this Lease and position of its provisions are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

41. APPLICABILITY TO HEIRS AND ASSIGNS: The provisions of this Lease shall apply to, bind and inure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns. It is understood that the term "Lessor" as used in this Lease means only the Owner, a mortgagee in possession or a term lessee of the Building, so that in the event of any sale of the Building or of any lease thereof, or if a mortgagee shall take possession of the Premises, the Lessor named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Lessor hereunder accruing thereafter, and it shall be deemed without further agreement that the purchaser, the term lessee of the Building, or the mortgagee in possession has assumed and agreed to carry out any and all covenants and obligations of the Lessor hereunder.

42. PARKING SPACES: Lessee's occupancy of the Premises shall include the use of ten (10) parking spaces only, of which none shall be assigned. Lessor shall not be responsible or liable for any damage to Lessee's vehicles as a result of fire, theft, vandalism and/or collision.

43. LESSOR'S LIABILITY FOR LOSS OF PROPERTY: Lessor shall not be liable for any loss of property from any cause whatsoever, including but not limited to theft or burglary from the Leased Premises and Lessee covenants and agrees to make no claim for any such loss at any time.

44. BROKER: Lessor and Lessee each represent and warrant to the other that neither of them has employed any realtors or brokers in connection with the negotiation of this Lease. Lessor and Lessee shall each indemnify, defend and hold harmless the other from any cost, expense or claim for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty.

45. ATTORNEY'S FEES: In the event Lessor shall employ an attorney to enforce any of the conditions of this Lease, or to enforce Lessee's covenants hereunder, or any of Lessor's rights, remedies, privileges or options under this Lease, or at law or in equity, Lessor shall be entitled to reimbursement from Lessee of all costs and expenses incurred or paid by Lessor in so doing, including, but not by way of limitation, all reasonable attorney's fees and costs incurred or paid by Lessor at any time or times in connection therewith, whether the matter is settled privately, or by arbitration, or by legal

action at the trial court level and at any and all appellate court levels; provided, however, that Lessor shall be entitled to reimbursement as provided in this Paragraph 45 only if Lessor shall prevail in any such arbitration or legal action or that the matter or issue shall be settled in Lessor's favor.

46. PERSONAL LIABILITY: Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Lessor, that there shall be absolutely no personal liability on the part of the Lessor, its successors, assigns or any mortgagee in possession (for the purposes of this Paragraph, collectively referred to as "Lessor"), with respect to any of the terms, covenants and conditions of this Lease, and that Lessee shall look solely to the equity of Lessor in the Building for the satisfaction of each and every remedy of Lessee in the event of any breach by Lessor of any of the terms, covenants and conditions of this Lease to be performed by Lessor, such exculpation of liability to be absolute and without any exceptions whatsoever.

47. RENEWAL OPTION: Intentionally Deleted.

48. ACCESS: Lessor shall provide Lessee with a key to the Building as required by Lessee. Lessee shall have access to the Building and the Premises twenty-four (24) hours a day, seven (7) days a week.

49. ENVIRONMENTAL LAW COMPLIANCE:

A. Lessee shall, at all times, comply with all local, state and federal laws, rules and regulations governing the use, handling and disposal of Hazardous Material in the Premises including, but not limited to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) and any additions, amendments, or modifications thereto. As used herein, the term "Hazardous Material" shall mean any hazardous or toxic substance, material or waste which is, or becomes, regulated by any local or state government authority in which the Premises is located or the United States Government. Lessor and its agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Lessee is complying with the terms of this Paragraph. If Lessee is not in compliance with this Paragraph, Lessor shall have the right to immediately enter upon the Premises and take whatever actions reasonably necessary to comply including, but not limited to, the removal from the Premises of any Hazardous Material and the restoration of the Premises to a clean, neat, attractive, healthy and sanitary condition. Lessee shall pay all such costs incurred by Lessor ten (10) days upon receipt of a bill therefor plus twenty percent (20%) for administration. The covenants in this Paragraph 49 shall survive the expiration or earlier termination of this Lease.

B. Lessee shall not use or suffer the Premises to be used in any manner as to create or cause an environmental violation or hazard. Not in limitation of the generality of the above, it is understood that Lessee shall not cause or suffer to be caused any chemical contamination or discharge of substance of any nature which is noxious, offensive or harmful or which, under any law, rule or regulation of any governmental authority having jurisdiction, constitutes a hazardous substance or hazardous waste. As additional covenants by Lessee, it is specifically agreed that (a) Lessee shall not generate, manufacture, refine, transport, treat, store, handle, dispose or otherwise deal with any hazardous substances or hazardous waste as presently or in the future defined in the Industrial Site Recovery Act of New Jersey (N.J.S.A. 13:1K-6 et seq., and the regulations promulgated thereunder) ("ISRA") (the generation, manufacture, refinement, transportation, treatment, storage, handling, disposition and/or otherwise dealing with such substance or waste, as the case may be, being referred to for convenience as "dealing with" such substances or waste); (b) If at any time during the Term there shall be required, with respect to the Premises or any part thereof, any act pursuant to or compliance with ISRA including the filing of any required notice of sale or negative declaration affidavits or the preparation or effectuation of any clean-up plans, Lessee shall be responsible for such compliance as if Lessee were the "owner" of the Premises as defined by ISRA; and (c) Lessee shall indemnify and hold Lessor harmless against any liability, loss, cost or expense, including court costs and attorneys' fees, incurred by reason of the existence of, or any failure by any party (including Lessee) to comply with, ISRA, the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.), or any other environmental law now or hereafter in effect. Lessee expressly acknowledges its

understanding and agreement that at the expiration or earlier termination of this Lease, or of any sublease or subtenancy, certain notices, filing and, possibly, sampling plans, cleanup plans and cleanup work will be required by the State of New Jersey if Lessee's or any subtenant's use of the Premises or any part thereof renders the Premises an "industrial establishment" under ISRA, and that Lessee shall, either in its own name or, if required, in the name of Lessor, comply, at Lessee's own expense, with all such applicable notices, filings and the like and indemnify and hold Lessor harmless, to the extent elsewhere provided in this Lease with respect to Lessee's indemnities and hold harmless agreements, against any responsibility which may be placed upon Lessor for or relating to this matter and such requirements. At the request of Lessor from time to time, Lessee shall (a) provide to Lessor copies of any documents filed by Lessee pursuant to ISRA; (b) permit Lessor to be present at any inspections, on or off site, and at any meeting of the Department of Environmental Protection of New Jersey or other meetings, relating to ISRA; and (c) provide Lessor with an inventory of materials and substances dealt with by Lessee at the Premises, as well as such additional information reasonably requested by Lessor in order that Lessor may be able to provide required information for ISRA filings or for determination of whether there has been compliance with any environmental law, including ISRA, including but not limited to the following information with respect to Lessee and all or any subtenant(s), as requested: the standard industrial classification applicable to the use of the Premises by Lessee and such subtenant(s); an inventory of hazardous substances and wastes dealt with at the Premises, a listing of all Federal and State environmental permits and enforcement actions for violation of environmental laws, a scaled site map identifying all areas where substances or wastes are dealt with; a description of storage vessels containing wastes or substances, by type and location; notification regarding any spill or discharge of hazardous substances or wastes, including description and location of such; and copies of all soil, ground water or surface water sampling results, including effluent quality monitoring, conducted at the Premises. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease, and it shall be the responsibility of Lessee to require any subtenant of the Premises to agree expressly in writing to comply with the provisions of this paragraph. Lessee shall use its best efforts to cause the principals of any corporate subtenant to agree to be personally responsible for compliance with the provisions of this paragraph.

50. LESSOR'S COVENANTS: Lessor covenants, warrants and represents that the Premises are free of any building, fire or other similar violations, and Lessor shall indemnify and hold Lessee harmless from any and all claims and/or obligations with respect to same, which have accrued prior to the execution of this Lease, including reasonable attorney's fees and costs incurred therewith.

51. CORPORATE AUTHORITY: If Lessee is a corporation, Lessee represents and warrants that this Lease and the undersigned's execution of this Lease has been duly authorized and approved by the corporation's Board of Directors. The undersigned officers and representatives of the corporation executing this Lease on behalf of the Lessee corporation represent and warrant that they are officers of the corporation, and upon request of Lessor hereof, Lessee will provide Lessor with a corporate resolution confirming the aforesaid.

(SIGNATURES ON FOLLOWING PAGE)



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

WITNESS:

Mountain Lakes Realty, L.L.C.,  
a New Jersey Limited Liability Company,  
Landlord

\_\_\_\_\_

By: \_\_\_\_\_  
Robert M. Pagano,  
Operating Manager

WITNESS:

Borough of Mountain Lakes,  
a New Jersey Municipality,  
Tenant

\_\_\_\_\_

By: \_\_\_\_\_  
Mitchell Stern,  
Borough Manager

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

**ORDINANCE 06-21**

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

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

**Section 1.** Chapter 111 of the Revised General Ordinances of the Borough of Mountain Lakes, entitled "Fee Schedule", shall be amended as follows:

**E. Recreation**

	<b>Fee 2020</b>	<b>Fee 2021</b>
1. Beach Fees		
a. Family	\$100	\$125
b. Family after 6/30	\$120	\$150
c. Individual	\$25	\$30
d. Individual after 6/30	\$30	\$35
e. Nanny	\$25	\$30
f. Nanny after 6/30	\$30	\$35
g. Seniors – 62+	Free	Free
h. Children under 2 years old	Free	Free
i. Guest Books	Same	\$25 for 5 days
j. Replacement Tags	Same	\$5
2. Tennis Fobs -	Same	\$25 per season
3. Boat Racks & Rings		
a. Racks & Rings per season	\$35	\$50
b. Seniors – 62+	\$0	\$35
9. Recreation Programs	\$50 - \$350	\$50 - \$450
(increase for 1 week of Teen Camp which includes the Broadway Show)		

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

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

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

Introduced: 2/22/21

Adopted: 3/8/21

Name	Motion	Second	Aye	Nay	Absent	Abstain	Motion	Second	Aye	Nay	Absent	Abstain
Happer			X									
Korman			X									
Lane		X	X									
Richter	X		X									
Sheikh			X									
Barnett			X									
Menard			X									

Mitchell Stern, Acting Municipal Clerk

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

**RESOLUTION 78-21**

**“RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS”**

**WHEREAS**, there were excess appropriations to the 2020 Appropriation Budget for the Current Fund; and

**WHEREAS**, other appropriations are insufficient to meet current needs.

**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, as authorized by N.J.S.A. 40A:4-58, the Chief Financial Officer (CFO) is hereby authorized and directed to make the following transfers:

<b>FROM:</b>		
<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>OTHER EXPENSES:</u>		
01-203-20-100-020	GENERAL ADMINISTRATION O/E	\$ 3,329.00
	<b>TOTAL</b>	<b><u>\$ 3,329.00</u></b>
<b>TO:</b>		
<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>SALARY &amp; WAGES:</u>		
01-203-21-180-001	PLANNING S&W	\$ 442.00
01-203-21-185-001	BD. OF ADJUSTMENT S&W	\$ 442.00
<u>OTHER EXPENSES:</u>		
01-203-36-477-020	DCRP	\$ 1,500.00
01-203-31-437-020	NATURAL GAS O/E	\$ 945.00
	<b>TOTAL</b>	<b><u>\$ 3,329.00</u></b>

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 March 8, 2021.

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

Name	Motion	Second	Aye	Nay	Absent	Abstain
Happer						
Korman						
Lane						
Richter						
Sheikh						
Barnett						
Menard						

BOROUGH OF MOUNTAIN LAKES  
BUDGET TRANSFERS 2020  
EXPLANATION OF TRANSFERS

**Current Budget:**

**Funds Available**

General Administration O/E

Funds are available in the Housing Administrative Services line item and the seminars and conferences line item. 3,329

**Funds Needed**

Planning S&W

Due to the Coronavirus new regulations were put into place for meetings and more time was spent setting this up. A number of new applications were also filed that required additional work. 442

Board of Adjustment S&W

Due to the Coronavirus new regulations were put into place for meetings and more time was spent setting this up. A number of new applications were also filed that required additional work. 442

Natural Gas O/E

Not enough funds were budgeted to cover the final bills of 2020. 945

DCRP

Due to additional part time employees hired during 2020 that were required to join the DCRP additional funds are needed in this line item. 1,500

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

**RESOLUTION 81-21**

**“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 **March 8, 2021** 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 March 8, 2021.

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

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

# List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 03/08/2021 For bills from 02/18/2021 to 03/03/2021

Check#	Vendor	Description	Payment	Check Total
18414	111 - ABB INC.	PO 22725 WATER DEPT. - LINE/PUMP/MOTOR REPAIRS	1,280.90	1,280.90
18415	2426 - AGL WELDING SUPPLY CO.	PO 23083 STREETS & ROADS - ACETYLENE/ OXYGEN - BL	153.31	153.31
18416	196 - ALLIED OIL	PO 23034 DPW - FUEL EXPENSES - UNLEADED - BLANKET	2,301.47	2,301.47
18417	4192 - ALPHAGRAPHICS LLC	PO 23121 AFFORDABLE HOUSING: MAILING	593.20	593.20
18418	189 - ANCHOR ACE HARDWARE	PO 23076 DPW / WATER DEPT - DEPARTMENT SUPPLIES -	62.20	
		PO 23076 DPW / WATER DEPT - DEPARTMENT SUPPLIES -	193.61	255.81
18419	102 - ANDERSON & DENZLER ASSOC., INC	PO 23187 OCTOBER - DECEMBER 2020 PROFESSIONAL SE	35,593.06	
		PO 23203 JANUARY 2021 PROFESSIONAL SERVICES	3,972.04	39,565.10
18420	102 - ANDERSON & DENZLER ASSOC., INC	PO 23203 JANUARY 2021 PROFESSIONAL SERVICES	1,165.86	
		PO 23203 JANUARY 2021 PROFESSIONAL SERVICES	1,165.85	
		PO 23203 JANUARY 2021 PROFESSIONAL SERVICES	416.38	2,748.09
18421	2793 - AP CERTIFIED TESTING, LLC	PO 23113 WATER DEPARTMENT - REPAIRS	230.00	230.00
18422	3973 - ARCARI & IOVINO ARCHITECTS, PC	PO 23185 BORO HALL: CONSTRUCTION ADMINISTRATION P	5,327.50	5,327.50
18423	220 - ATLANTIC SALT, INC.	PO 23114 STREETS & ROADS - SNOW REMOVAL - MCC	5,809.16	5,809.16
18424	3821 - AYERS DISTRIBUTING, CO	PO 23190 RECREATION: 2021 EASTER EGG HUNT	139.00	139.00
18425	414 - CAPITAL SUPPLY COMPANY	PO 22902 JANITORIAL SUPPLIES - BLANKET	70.20	70.20
18426	2775 - CAPITOL SUPPLY CONSTR PROD, INC	PO 22995 WATER DEPARTMENT - EQUIPMENT - BLANKET	413.20	413.20
18427	440 - CDW GOVERNMENT	PO 23005 TAX COLLECTOR: MEMORY UPGRADE	44.65	44.65
18428	3548 - CHRISTOPHER SOMJEN	PO 23189 POLICE: REIMBURSEMENT	95.00	95.00
18429	4090 - CLEAN MAT SERVICES, LLC	PO 22928 BORO/PD/DPW - MATS 1STQ2021	195.00	195.00
18430	1481 - CORE & MAIN, LP	PO 22996 WATER DEPARTMENT - LINE REPAIRS - SUNRIS	2,125.00	
		PO 23018 WATER DEPARTMENT - LINE REPAIRS - 34 WES	1,808.00	3,933.00
18431	2396 - COUNTY WELDING SUPPLY CO.	PO 23038 DPW - DEPARTMENT SUPPLIES	179.90	179.90
18432	543 - CYNTHIA SHAW	PO 23172 REIMBURSEMENT FOR CITIZEBN ACCT#72037	100.00	100.00
18433	2971 - DIRECT ENERGY BUSINESS	PO 23183 ACCT#: 614054 - 936656 - JANUARY 2021	1,943.37	1,943.37
18434	2769 - DOVER DODGE, CHRYSLER, JEEP, INC.	PO 23039 POLICE VEHICLE REPAIR	78.00	78.00
18435	3921 - EVERBRIDGE, INC	PO 23073 ADMIN: 2021 NIKLE ENGAGE	3,500.00	3,500.00
18436	1170 - FERGUSON ENTERPRISES #501	PO 22889 BH: FOOTING-SLAB BLANKET	287.21	287.21
18437	2517 - FFI FIREFIGHTER ONE, LLC	PO 23202 FIRE DEPT: 2019 REPAIRS	145.15	145.15
18438	653 - GANNET NEW JERSEY NEWSPAPERS	PO 22973 BOA/PLANNING: 2021 ADVERTISING - ACCT#31	159.96	
		PO 22977 CLERK - 2021 ADVERTISING - BLANKET	247.76	407.72
18439	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 23101 2021 ARCHIVE STORAGE - BLANKET- 1st QTR	237.00	237.00
18440	4188 - HERC RENTALS, INC.	PO 23140 BH: RENOVATION- BLANKET	2,679.08	2,679.08
18441	911 - HOME DEPOT CREDIT SERVICES	PO 22943 DPW - DEPARTMENT SUPPLIES - BLANKET	171.24	
		PO 23075 BH: RENOVATION	29.97	
		PO 23193 WATER DEPARTMENT - DEC 2020 SUPPLIES	55.00	
		PO 23206 BH: RENOVATIONS	162.15	418.36
18442	859 - JCP&L	PO 23204 MASTER ACCT# 200 000 569 000 - FEB 22, 2	3,511.21	
		PO 23205 MAST ACCT#200 000 054 011/ BILL DATE: FE	4.93	3,516.14
18443	1074 - JW PIERSON CO.	PO 23159 DPW - DIESEL FUEL - BLANKET	870.73	870.73
18444	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 23170 DECEMBER 2020 PROFESSIONAL SERVICES - PB	106.40	106.40
18445	2356 - MINERVA CLEANERS	PO 23139 FIRE DEPT: REPAIR/CLEANING	836.50	836.50
18446	3648 - MONMOUTH TELECOM	PO 22926 2021 TELEPHONE SERVICES / ACCT# 36289 -	1,429.20	1,429.20
18447	2534 - MORRIS COUNTY OVERHEAD DOOR COMPANY	PO 23055 STREETS & ROADS - BUILDING MAINTENANCE -	498.45	
		PO 23174 FIRE: RESCUE DOOR REPAIRS	458.00	956.45
18448	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 23158 SOLID WASTE DISPOSAL - JANUARY 2021	10,655.49	10,655.49
18449	3922 - MOUNTAIN LAKES BAGEL, INC	PO 23045 DPW: EMERGENCY MEALS - BLANKET	57.90	57.90
18450	1371 - MTN. LAKES BOARD OF EDUCATION	PO 23200 MARCH 2021 MTN LAKES SCHOOL DISTRICT GEN	2,112,559.00	2,112,559.00
18451	3367 - NEW JERSEY EZ PASS	PO 22919 POLICE: TOLLS - ACCT# 2000 1214 1640 8 -	1.00	1.00
18452	1553 - NEW JERSEY NATURAL GAS	PO 23184 JAN-FEB 2021 SERVICE	2,917.64	2,917.64
18453	4194 - OLDE TOWNE DELI	PO 23129 DPW - MEALS - BLANKET	65.90	65.90
18454	3173 - OPTIMUM	PO 23031 FIRE: ACCT# 07876-603439-01-8 CABLE - 20	71.69	71.69
18455	3659 - OPTIMUM	PO 23173 FEB 2021 BORO INTERNET FEES: ACCT# 07876	140.55	140.55
18456	1651 - PEERLESS CONCRETE PRODUCTS CO.	PO 23089 BH: RENOVATIONS - MANHOLE COVER	1,080.50	1,080.50
18457	1734 - READYREFRESH BY NESTLE	PO 23020 ACCT# 0016496903 - 2021 BLANKET (6 MONTH	130.32	130.32
18458	479 - RECORDER PUBLISHING CO.	PO 22234 ZBOA/PLANNING BRD - ACCT# 010902 - 2020	46.06	
		PO 22971 ZBOA/PLANNING BRD - ACCT# 010902 - 2021	90.71	136.77
18459	2397 - ROCKAWAY AUTO RESOURCES, LLC	PO 22975 DPW / POLICE - VEHICLE REPAIRS - BLANKET	407.16	407.16
18460	1832 - RYDIN DECAL	PO 23107 ADMIN: 2021 PARKING DECALS	230.00	230.00
18461	1948 - SHEAFFER SUPPLY, INC.	PO 23116 DPW - EQUIPMENT & TOOLS - BLANKET	87.00	87.00
18462	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 23072 ADMIN/TAX/FINANCE: ORDER# 7324167827	228.32	228.32
18463	3861 - SYNCB/AMAZON	PO 22840 BH: ORDER#112-3836521-1649047 / 112-0920	1,698.99	
		PO 22937 CLERK: ORDER# 112-0894576-8067452	54.99	
		PO 23014 ADMIN/DPW ORDER# 112-0851277-0998635	130.07	1,884.05
18464	3903 - TCF EQUIPMENT FINANCE	PO 23194 POLICE: MAR 2021 CAR LEASE / CUST# 73028	2,247.19	2,247.19
18465	3956 - TEAM LIFE, INC.	PO 23145 POLICE: BATTERY REPLACEMENT	99.00	99.00
18466	3686 - TJM PROMOTIONS, INC	PO 23111 POLICE: COINS	642.20	642.20
18467	1536 - TREAS, STATE OF NJ - D.O.H.	PO 23188 JANUARY 2021 DOG LICENSING FEE	352.80	352.80
18468	2749 - VERIZON	PO 23176 FEB 2021 INTERNET SVC: A/C# 853-478-043-	52.32	

## List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 03/08/2021 For bills from 02/18/2021 to 03/03/2021

Check#	Vendor	Description	Payment	Check Total
		PO 23176 FEB 2021 INTERNET SVC: A/C# 853-478-043-	37.34	
		PO 23176 FEB 2021 INTERNET SVC: A/C# 853-478-043-	37.33	126.99
18469	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 22979 BH: RENOVATION/ ELECTRIC SUPPLIES - BLAN	587.69	587.69
18470	4177 - WEINER LAW GROUP, LLP	PO 23171 DEC 2020 / JAN 2021 PROFESSIONAL SERVICE	157.50	157.50
18471	2182 - WEST CHESTER MACHINERY & SUPPLY CO.	PO 23112 DPW - EQUIPMENT & TOOLS -BLANKET	283.79	283.79
18472	4080 - WORKWELL TECHNOLOGIES	PO 23181 DPW - BUILDING MAINTENANCE- ANNUAL SUBSC	444.00	444.00

TOTAL

2,216,440.25

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-08-105-000	FEES & PERMITS			230.00	
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	4,361.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	302.75			
01-201-20-130-020	FINANCE - OTHER EXPENSES	16.72			
01-201-20-140-020	COMPUTER SERVICES	237.52			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	167.44			
01-201-20-165-020	ENGINEERING SERVICES	1,082.58			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	471.73			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	226.12			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	13.36			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	3,084.39			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	908.19			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	7,944.26			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	10,340.55			
01-201-26-306-020	Recycling Tax	314.94			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	853.52			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	615.23			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	139.00			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	3,511.21			
01-201-31-437-020	NATURAL GAS	4,861.01			
01-201-31-440-020	TELECOMMUNICATIONS	1,429.20			
01-201-31-447-020	PETROLEUM PRODUCTS	3,172.20			
01-203-25-255-020	(2020) FIRE DEPT - OTHER EXPENSES		145.15		
01-203-31-435-020	(2020) ELECTRICITY - ALL DEPARTMENTS		4.93		
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			2,112,559.00	
01-260-05-100	DUE TO CLEARING			0.00	2,156,992.00
<b>TOTALS FOR</b>	<b>Current Fund</b>	<b>44,052.92</b>	<b>150.08</b>	<b>2,112,789.00</b>	<b>2,156,992.00</b>
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			499.65	
04-215-55-984-000	2018 CAPITAL ORDINANCE 4-18			21,878.49	
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19			15,861.36	
04-215-55-987-000	2020 CAPITAL ORDINANCE 4-20			1,159.04	
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			12,019.65	
04-260-05-100	DUE TO CLEARING			0.00	51,418.19
<b>TOTALS FOR</b>	<b>General Capital</b>	<b>0.00</b>	<b>0.00</b>	<b>51,418.19</b>	<b>51,418.19</b>
05-201-55-520-520	Water Operating - Other Expenses	3,716.58			
05-203-55-520-520	(2020) Water Operating - Other Expenses		3,460.90		
05-260-05-100	DUE TO CLEARING			0.00	7,177.48
<b>TOTALS FOR</b>	<b>Water Operating</b>	<b>3,716.58</b>	<b>3,460.90</b>	<b>0.00</b>	<b>7,177.48</b>
07-201-55-520-520	Sewer Operating - Other Expenses	453.72			
07-260-05-100	DUE TO CLEARING			0.00	453.72
<b>TOTALS FOR</b>	<b>Sewer Operating</b>	<b>453.72</b>	<b>0.00</b>	<b>0.00</b>	<b>453.72</b>



## Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
13-260-05-100	DUE TO CLEARING			0.00	352.80
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			352.80	
<b>TOTALS FOR</b>	<b>Animal Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>352.80</b>	<b>352.80</b>
18-260-05-100	Due to Clearing			0.00	46.06
18-300-70-000-208	RESERVE FOR STORM RECOVERY			46.06	
<b>TOTALS FOR</b>	<b>Other Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>46.06</b>	<b>46.06</b>

Total to be paid from Fund 01 Current Fund	2,156,992.00
Total to be paid from Fund 04 General Capital	51,418.19
Total to be paid from Fund 05 Water Operating	7,177.48
Total to be paid from Fund 07 Sewer Operating	453.72
Total to be paid from Fund 13 Animal Trust	352.80
Total to be paid from Fund 18 Other Trust	46.06
	<u>2,216,440.25</u>

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

Meeting Date: 03/08/2021 For bills from 02/18/2021 to 03/03/2021

Check#	Vendor	Description	Payment	Check Total
5217	102 - ANDERSON & DENZLER ASSOC., INC	PO 23164 JANUARY 2021 PROFESSIONAL SERVICES - ESC	2,367.47	<b>2,367.47</b>
5218	4157 - BRIGHT VIEW ENGINEERING	PO 23166 JANUARY 2021 PROFESSIONAL SERVICES - ESC	1,141.25	<b>1,141.25</b>
5219	4169 - BURGIS ASSOCIATES, INC.	PO 23165 DECEMBER 2020 PROFESSIONAL SERVICES - ES	1,023.75	<b>1,023.75</b>
5220	4170 - DEWBERRY ENGINEERS, INC	PO 23167 DECEMBER 2020 PROFESSIONAL SERVICES - ES	1,200.00	<b>1,200.00</b>
5221	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 23169 DECEMBER 2020 PROFESSIONAL SERVICES - ES	945.50	<b>945.50</b>
5222	4177 - WEINER LAW GROUP, LLP	PO 23168 DEC 2020 / JAN 2021 PROFESSIONAL SERVICE	2,345.00	<b>2,345.00</b>
TOTAL				<b>9,022.97</b>

**Summary By Account**

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	9,022.97
17-500-00-091-289	PARK LAKES TENNIS CLUB INC			1,028.78	
17-500-00-091-310	PULTE GROUP - ENCLAVE SITE INSPEC. FEE			1,617.99	
17-500-00-091-316	SUNRISE - INSPECTION FEES			166.55	
17-500-00-091-319	HIGHVIEW HOMES LLC			6,209.65	
<b>TOTALS FOR</b>	<b>Developer's Escrow</b>	<b>0.00</b>	<b>0.00</b>	<b>9,022.97</b>	<b>9,022.97</b>

Total to be paid from Fund 17 Developer's Escrow 9,022.97  
9,022.97

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

Meeting Date: 03/08/2021 For bills from 02/18/2021 to 03/03/2021

Check#	Vendor	Description	Payment	Check Total
5376	3893 - BOOKMOBILE	PO 23007 HPC ORDER#	2,013.97	2,013.97
	TOTAL			2,013.97

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	2,013.97
33-600-00-090-000	Recreation Trust Reserves			2,013.97	
<b>TOTALS FOR</b>	<b>Recreation Trust</b>	<b>0.00</b>	<b>0.00</b>	<b>2,013.97</b>	<b>2,013.97</b>

Total to be paid from Fund 33 Recreation Trust

2,013.97  
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