



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
JULY 26, 2021
PUBLIC SESSION – BEGINS AT 7:30 PM**

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

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting 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) RESOLUTIONS

7) SPECIAL PRESENTATIONS

8) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

9) BOROUGH COUNCIL DISCUSSION ITEMS

10) 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.

11) ATTORNEY'S REPORT

12) MANAGER'S REPORT

13) ORDINANCES TO INTRODUCE

14) ORDINANCES TO ADOPT

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. R125-21, Authorizing the Payment of Bills
- b. R126-21, Authorizing the Refund of Overpayment of Utilities
- c. R127-21, Authorizing a Lien on Block 64, Lot 16 (41 Melrose Road) for Costs Incurred in the Remediation of a Property Maintenance Violation
- d. R128-21, Authorizing the Refund of Overpayment of Utilities
- e. R129-21, Authorizing Body-Worn Camera Grant

- f. *R130-21, Authorizing the Borough of Mountain Lakes to Obtain a Grant from the State of New Jersey for the Purchase, Installation and Maintenance of 1 Level 2 ChargePoint Dual-Port Charging Stations*
- g. *R131-21, Requesting Approval of Item of Revenue & Appropriation Under N.J.S.A. 40A: 4-87 for the 2021 Sustainable Jersey Grant in the Amount of \$2000.00*
- h. *R132-21, Authorizing the Borough of Mountain Lakes to Apply for a Local Efficiency Achievement Program (LEAP) Grant*
- i. *R133-21, Authorizing the Sale of Surplus Personal Property No Longer Needed for Public Use on an Online Website*
- j. *R134-21, Authorizing the Award of Contract for the Roof Installation at the Municipal Building*
- k. *R135-21, Requesting Approval of Item of Revenue & Appropriation Under N.J.S.A. 40A:4-87 for the 2021 Body-Worn Camera Grant in the Amount of \$34,646.00*
- l. *R136-21, Authorizing the Refund of Overpayment of Utilities*
- m. *R137-21, Rejecting the Bids for the Furnishing and Installation of Windows for the Borough Hall Renovation Project*

***APPROVAL OF MINUTES**

6/28/21 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

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

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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

TO: Honorable Mayor and Borough Council
SUBJ: Manager's Report for the Borough Council meeting of July 26, 2021.
CC: Robert Oostdyk, Borough Attorney

Mayor and Council,

Although there is a lot going on, I have nothing specific to report on for this meeting. My focus is currently on the following:

- Transitioning to in-person Borough Council meetings.
- Continuing to move the Borough Hall renovation project forward.
- Updating the Borough's Personnel Policy Manual.
- Continuing the Police Sergeant promotion process.

As each of these move forward, I will report on them at upcoming Borough Council meetings.

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

Mitchell

RESOLUTION AND ORDINANCE REVIEW FOR THE JULY 26, 2021 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R126-21, AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES – this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$913.53 for an overpayment of utility charges for Block 100.02 Lot 85. The refund is necessary due to an overpayment by the property owner.

R127-21, AUTHORIZING A LIEN ON BLOCK 64, LOT 16 (41 MELROSE ROAD) FOR COSTS INCURRED IN THE REMEDIATION OF A PROPERTY MAINTENANCE VIOLATION - this resolution allows the Borough to place a \$100.00 lien on the property of 41 Melrose Road to reimburse the Borough for costs associated with the remediation of property maintenance violations that the owner has refused to address.

R128-21, AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES - this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$49.06 for an overpayment of utility charges for Block 118.01 Lot 33. The refund is necessary due to an overpayment by the property owner.

R129-21, AUTHORIZING BODY-WORN CAMERA GRANT – this resolution authorizes the Borough to apply and accept a grant from the State of New Jersey for the purchase of body-worn cameras, ancillary accessories and storage. The total amount of the grant award is \$34,646.00.

R130-21, AUTHORIZING THE BOROUGH OF MOUNTAIN LAKES TO OBTAIN A GRANT FROM THE STATE OF NEW JERSEY FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF 1 LEVEL 2 CHARGEPOINT DUAL-PORT CHARGING STATIONS – this resolution authorizes the Borough to apply and accept a grant from the State of New Jersey for the purchase, installation and maintenance of electric charging stations. The grant award is up to \$8,000.00. Please note that the resolution form is provided by the State and cannot be modified, which is why we are not using our standard format.

R131-21, REQUESTING APPROVAL OF ITEM OF REVENUE & APPROPRIATION UNDER N.J.S.A 40A: 4-87 FOR THE 2021 SUSTAINABLE JERSEY GRANT IN THE AMOUNT OF \$2000.00 – passage of this resolution will enable the Borough to accept a grant in the amount of \$2,000.00.

R132-21, AUTHORIZING THE BOROUGH OF MOUNTAIN LAKES TO APPLY FOR A LOCAL EFFICIENCY ACHIEVEMENT PROGRAM (LEAP) GRANT – this resolution authorizes the Borough to accept the \$38,340.00 LEAP Grant for costs associated with the transfer of police records data to the County of Morris's dispatch system, of which the Borough has a shared services agreement.

R133-21, AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY NO LONGER NEEDED FOR PUBLIC USE ON AN ONLINE WEBSITE - this resolution authorizes the sale of surplus property (vehicles, equipment, etc.) that is no longer needed for public use, through the use of an online auction service.

R134-21, AUTHORIZING THE AWARD OF CONTRACT FOR THE ROOF INSTALLATION AT THE MUNICIPAL BUILDING - this resolution authorizes the Borough Manager to enter into a contract with Frank Cyrwus Inc. for the roof installation at the municipal building. Bids were requested and accepted. The Borough Engineer and Borough Attorney reviewed the bids that were submitted and have recommended awarding to Frank Cyrwus in the amount of 138,210.00.

R135-21, REQUESTING APPROVAL OF ITEM OF REVENUE & APPROPRIATION UNDER N.J.S.A. 40A:4-87 FOR THE 2021 BODY-WORN CAMERA GRANT IN THE AMOUNT OF \$34,646.00– passage of this resolution will enable the Borough to accept a grant in the amount of \$34,646.00.

R136-21, AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES - this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$223.28 for an overpayment of utility charges for Block 95 Lot 12. The refund is necessary due to an overpayment by the property owner

137-21, REJECTING THE BIDS FOR THE FURNISHING AND INSTALLATION OF WINDOWS FOR THE BOROUGH HALL RENOVATION PROJECT - this resolution authorizes the rejection of all bids received on July 20, 2021. The four bids received were all significantly overbudget. The recommendation to reject the bids is being made by the Borough Manager.

ORDINANCES TO INTRODUCE

None

ORDINANCES TO ADOPT

None

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

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

RESOLUTION 125-21

“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 July 26, 2021 and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

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CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on July 26, 2021.

Mitchell Stern, Acting Borough Clerk

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

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 07/26/2021 For bills from 06/24/2021 to 07/21/2021

Check#	Vendor	Description	Payment	Check Total
18973	2431 - ACCENTPDIR	PO 23482 WATER DEPT - INTERVALE RD SEWER PIT - B	500.00	500.00
18974	219 - ACCESS	PO 23403 CUST# 156NFY04790- APR THRU DEC 2021 BLA	1,297.56	1,297.56
18975	2426 - AGL WELDING SUPPLY CO.	PO 23598 DPW - EQUIPMENT & TOOLS - BLANKET 2021	157.49	157.49
18976	196 - ALLIED OIL	PO 23707 DPW - FUEL EXPENSES - UNLEADED - BLANKET	5,233.67	5,233.67
18977	189 - ANCHOR ACE HARDWARE	PO 22915 POLICE DEPT: ACCT # 001413 - 2021 BLANKE	80.53	
		PO 23076 DPW / WATER DEPT - DEPARTMENT SUPPLIES -	7.99	
		PO 23076 DPW / WATER DEPT - DEPARTMENT SUPPLIES -	69.70	
		PO 23398 RECREATION - DEPARTMENT SUPPLIES - BLANK	66.80	
		PO 23517 FIRE DEPT: EQUIPMENT - BLANKET	19.98	245.00
18978	189 - ANCHOR ACE HARDWARE	PO 23688 DPW - DEPARTMENT SUPPLIES - BLANKET	641.90	641.90
18979	102 - ANDERSON & DENZLER ASSOC., INC	PO 23846 MAY 2021 PROFESSIONAL SERVICES	249.83	
		PO 23846 MAY 2021 PROFESSIONAL SERVICES	166.55	
		PO 23846 MAY 2021 PROFESSIONAL SERVICES	9,712.67	10,129.05
18980	102 - ANDERSON & DENZLER ASSOC., INC	PO 23846 MAY 2021 PROFESSIONAL SERVICES	923.23	923.23
18981	3571 - ANN PURCELL - PETTY CASH	PO 23830 july 2021 - REIMBURSE PETTY CASH	32.52	32.52
18982	2793 - AP CERTIFIED TESTING, LLC	PO 23777 WATER DEPARTMENT - VEHICLE REPAIRS	993.50	993.50
18983	3973 - ARCARI & IOVINO ARCHITECTS, PC	PO 23185 BORO HALL: CONSTRUCTION ADMINISTRATION P	2,893.90	2,893.90
18984	4240 - ARIZENT	PO 23823 FINANCE: BOND SALE - ACCT# 00000285	1,323.00	1,323.00
18985	3617 - BLOOMFIELD HEALTH DEPARTMENT	PO 23444 2021 PUBLIC HEALTH SERVICES CONTRACT - B	6,646.25	6,646.25
18986	4195 - BOB HERARTY'S NORTH JERSEY CRANE SVC, LL	PO 23218 BH: RENOVATIONS - CRANE RENTAL	2,450.00	2,450.00
18987	2775 - CAPITOL SUPPLY CONSTRUC PROD, INC	PO 22995 WATER DEPARTMENT - EQUIPMENT - BLANKET	888.60	888.60
18988	2147 - CCTMO LLC	PO 23838 JULY 2021 - CELL TOWER REIMBURSEMENT CRO	1,885.00	1,885.00
18989	440 - CDW GOVERNMENT	PO 23702 SCANNER FOR FINANCE	290.24	290.24
18990	3411 - CENTRAL POLY-BAG CORP	PO 23671 DPW - DEPARTMENT SUPPLIES	1,250.00	1,250.00
18991	445 - CERBO'S PARSIPPANY GREENHOUSES, INC	PO 23595 SHADE TREE / WATER DEPARTMENT - BLANKET	300.00	300.00
18992	545 - CERTIFIED SPEEDOMETER SVC., INC	PO 22917 POLICE: VEHICLH CALIBRATION - 2021 BLAN	132.00	132.00
18993	3799 - CIFELLI & SON GENERAL CONSTRUCTION	PO 22640 CONDIT ROAD IMPROVEMENT PROJECT - RESO#	123,372.40	123,372.40
18994	4090 - CLEAN MAT SERVICES, LLC	PO 23840 MAY - JULY FLOOR MATS - BORO HALL/PD/DPW	285.00	285.00
18995	4150 - CLEARY GIACOBBE ALFIERIE JACOBS,	PO 23873 JUNE 2021 LABOR ATTORNEY SERVICES	2,194.50	2,194.50
18996	3851 - CORBAN TECHNOLOGIES, INV	PO 23469 POLICE - EQUIPMENT	351.71	351.71
18997	1481 - CORE & MAIN, LP	PO 23013 WATER OPERATING EQUIPMENT - BLANKET	224.97	224.97
18998	2396 - COUNTY WELDING SUPPLY CO.	PO 23599 DPW - EQUIPMENT & TOOLS - BLANKET	299.80	299.80
18999	436 - CY DRAKE LOCKSMITH, INC.	PO 23776 STREETS & ROADS - BUILDING MAINTENANCE	187.50	187.50
19000	4185 - DEER CARCASS REMOVAL SERVICE, LLC	PO 23814 CLEAN COMMUNITIES GRANT - STREET SWEEPIN	1,682.15	1,682.15
19001	2922 - DENVILLE STRING BAND	PO 23884 SUMMER CONCERT ON THE BEACH	300.00	300.00
19002	2971 - DIRECT ENERGY BUSINESS	PO 23891 ACCT#: 614054 - 936656 -JUNE 2021	12.23	12.23
19003	4244 - ELIZABETH GORSKI	PO 23843 REFUND OF OVERPAYMENT OF WATER UTILITIES	49.06	49.06
19004	746 - FEDEX	PO 23841 BH: SHIPPING - OTIS ELEVATOR	87.49	87.49
19005	1170 - FERGUSON ENTERPRISES #501	PO 23815 SEWER DEPT - EQUIPMENT & TOOLS	59.73	59.73
19006	2517 - FF1 FIREFIGHTER ONE, LLC	PO 23767 FIRE DEPT: FIRE HOODS	237.60	237.60
19007	4242 - FMHUB, LLC	PO 23828 FINANCE: GENERAL BONDS 2021	1,000.00	1,000.00
19008	769 - FOREST LUMBER	PO 23780 RECREATION - FOURTH OF JULY BARGES	1,839.96	1,839.96
19009	653 - GANNET NEW JERSEY NEWSPAPERS	PO 23407 CLERK - 2021 ADVERTISING - BLANKET2	827.31	
		PO 23849 BOA/PLANNING: 2021 ADVERTISING - ACCT#31	56.33	883.64
19010	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 23645 ISLAND BEACH 2021 KAYAK/CANOE SIGNS	874.00	874.00
19011	876 - GARDEN STATE LABORATORIES, INC	PO 23264 WATER DEPT - WELL TESTING - BLANKET	144.00	
		PO 23479 WATER DEPT - WELL TESTING - BLANKET	384.00	528.00
19012	815 - GATES FLAG & BANNER CO. INC	PO 23439 ISLAND BEACH - FLAGPOLE	3,950.00	3,950.00
19013	3049 - GENERAL CODE	PO 23805 CLERK: 2021 GENRAL CODE - CUST.#M01514	1,195.00	1,195.00
19014	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 23405 ACCT# 01QA0220 - 2021 BLANKET APR-DECEMB	65.00	65.00
19015	4237 - GUARDIAN TITLE SERVICES, LLC	PO 23819 TAX OVERPAYMENT REFUND MAHAPATRA 4 BRIDL	4,011.06	4,011.06
19016	909 - HACH COMPANY	PO 23690 WATER DEPT - EQUIPMENT & TOOLS	618.43	618.43
19017	152 - HD SUPPLY CONST & INDUST- WHITECAP	PO 23779 BH RENO: MORTAR SUPPLIES	710.68	710.68
19018	4209 - HUNTER CARRIER SERVICES	PO 23369 ADMIN: INTERIM PHONE SYSTEM - ACCT BOML	359.20	359.20
19019	983 - INSTITUTE FOR FORENSIC PSYCHOLOGY, INC.	PO 23810 POLICE: PSYCH EVALS - NEW HIRES	1,000.00	1,000.00
19020	4234 - JAG CAR WASH HOLDINGS, LLC	PO 23766 POLICE: CAR WASHES - 2021 Blanket	216.00	216.00
19021	859 - JCP&L	PO 23799 M/A #200 000 020 764: BILL DATE: JUNE 10	170.98	
		PO 23800 MASTER ACCT# 200 000 569 000 - JUNE 23,	3,508.52	
		PO 23801 MAST ACCT#200 000 054 011/ BILL DATE: JU	9.63	
		PO 23802 ACCT#100 075 505 725 - BILL PRD: 5/25 -	3.10	
		PO 23803 ACCT#100 141 241 693 / BILL PRD: 5/25/21	45.02	
		PO 23844 ACCT#100 050 702 156 - BILL PRD: 5/28 -	4.25	3,741.50
19022	859 - JCP&L	PO 23855 ACCT#100 076 421 971/ BILL PRD: 6/05 - 7	404.12	
		PO 23871 M/A #200 000 054 011/ BILL DATE: JULY 7,	856.94	
		PO 23872 MAST ACCT# 200 000 021 275 / BILL DATE:	1,310.63	
		PO 23875 MASTER ACCT#200 000 574 000/ BILL DATE:	56.41	2,628.10
19023	859 - JCP&L	PO 23889 M/A #200 000 020 764: BILL DATE: JULY 12	189.85	189.85
19024	3791 - JD LANDSCAPING	PO 23842 41 MELROSE PL: VIOLATION CLEAN UP	100.00	100.00
19025	1040 - JESCO, INC.	PO 23731 DPW - VEHICLE REPAIR	1,173.06	1,173.06

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19026	1074 - JW PIERSON CO.	PO 23410 DPW - DIESEL FUEL - BLANKET	1,869.16	1,869.16
19027	4236 - KAMCO SUPPLY OF NJ, LLC	PO 23778 BH RENO: MATERIALS	9,160.00	9,160.00
19028	4002 - KAREN BRENNFLECK	PO 23893 REIMBURSEMENT	74.93	74.93
19029	4198 - KARIN VONAH	PO 23463 REFUND OF OVERPAYMENT OF TAXES 7 WILCOX	21,848.31	21,848.31
19030	1086 - KENNEDY CULVERT & SUPPLY CO.	PO 23793 BH RENO: MATERIALS	172.00	172.00
19031	1090 - KENVIL POWER MOWER	PO 23238 DPW - EQUIPMENT REPAIRS - BLANKET	90.58	90.58
19032	4245 - KINGS FOOD MARKETS	PO 23859 REIMBURSEMENT: GARBAGE BAGS	500.00	500.00
19033	1140 - LAWSOFT, INC.	PO 23571 POLICE: 2021 ANNUAL SUPPORT FOR LAWSOFT	4,000.00	4,000.00
19034	2561 - LIFESAVERS, INC.	PO 23650 POLICE: AHA BLS CPR E-Cards	35.00	35.00
19035	4238 - MARK WATROUS	PO 23820 TAX OVERPAYMENT REFUND WATROUS 111 BLVD	5,650.87	5,650.87
19036	2790 - MC PUBLIC SAFETY TRAINING ACADEMY	PO 22921 POLICE: ACADEMY TRAINING - 2021 BLANKET	300.00	300.00
19037	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 23790 APRIL/MAY 2021 PROFESSIONAL SERVICES - P	438.90	438.90
19038	3926 - MITCHELL STERN	PO 23782 REIMBURSEMENT - VIMEO	599.00	599.00
19039	3648 - MONMOUTH TELECOM	PO 23400 2021 TELEPHONE SERVICES / ACCT# 36289 -	1,484.08	1,484.08
19040	3167 - MORRIS COUNTY MUNICIPAL	PO 23851 FY2021 3RD INSTALLMENT	44,453.50	
		PO 23851 FY2021 3RD INSTALLMENT	4,116.75	
		PO 23851 FY2021 3RD INSTALLMENT	3,820.75	52,391.00
19041	2772 - MORRIS COUNTY POLICE CHIEFS ASSOC	PO 23797 POLICE: TRAINING	200.00	200.00
19042	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 23709 SOLID WASTE DISPOSAL - BLANKET	22,911.60	22,911.60
19043	3363 - MOUNTAIN LAKES BOARD OF EDUCATION	PO 23806 CLERK: JUNE ELECTION DAY FOOD	686.43	686.43
19044	1371 - MTN. LAKES BOARD OF EDUCATION	PO 23850 AUGUST 2021 MTN LAKES SCHOOL DISTRICT GE	2,548,575.90	2,548,575.90
19045	1394 - MTN. LAKES PUBLIC LIBRARY	PO 23357 2021 MTN LAKES PUBLIC LIBRARY AID - BLAN	25,319.00	25,319.00
19046	1472 - MURPHY MCKEON P.C.	PO 23356 2021 LEGAL/ RETAINER FEES - BLANKET	4,166.66	
		PO 23874 JUNE 2021 LEGAL SERVICES	180.00	4,346.66
19047	3691 - MUSKY TROUT HATCHERIES, LLC	PO 23547 RECREATION: 2021 TROUT DERBY ORDER	3,001.70	3,001.70
19048	881 - NCX	PO 22972 ADMIN: 2021 DNS HOSTING / ACCT# GTI - BL	43.90	43.90
19049	4235 - NET2PHONE, INC.	PO 23867 DEDICATED EFAX LINE - ACCT# 954962 - BLA	12.23	12.23
19050	1553 - NEW JERSEY NATURAL GAS	PO 23839 MAY - JUNE 2021 SERVICE	34.85	
		PO 23890 JUNE - JULY 2021 SERVICE	745.87	780.72
19051	2281 - NEW TECH NORTHEAST WATER TECHNOLOGY	PO 23117 WATER DEPARTMENT -2021 LEAK DETECTION S	9,100.00	9,100.00
19052	3415 - NJ CRIMINAL INTERDICTION LLC	PO 23864 POLICE: TRAINING	598.00	598.00
19053	1559 - NJ STATE ASSOC. OF CHIEFS OF POLICE	PO 23761 POLICE: SERGEANT'S PROMOTIONAL ORAL EXAM	2,000.00	2,000.00
19054	4221 - NORTH JERSEY BOBCAT, INC.	PO 23700 BH: RENOVATION	2,000.00	2,000.00
19055	2727 - ONE CALL CONCEPTS, INC.	PO 22991 ACCT# 12-BML / 2020 JAN - DEC BLANKET	98.67	98.67
19056	2968 - OPTIMUM	PO 22929 2021 DPW INTERNET SERVICES ACCT# 07876-6	146.18	146.18
19057	2968 - OPTIMUM	PO 22930 DPW: 2021 CABLE BOXES ACCT# 07876-41456	11.74	11.74
19058	3173 - OPTIMUM	PO 23031 FIRE: ACCT# 07876-603439-01-8 CABLE - 20	71.69	71.69
19059	3659 - OPTIMUM	PO 23358 BORO INTERNET SERVICES ACCT# 07876-58071	206.31	206.31
19060	4213 - OPTIMUM	PO 23504 BORO (TEMP SPACE) INTERNET SVCS. ACCT# 0	156.23	156.23
19061	1628 - PAINTEN' PLACE	PO 23710 PARKS & RECREATION - 4TH OF JULY BARGE -	576.31	576.31
19062	3781 - PHOENIX ADVISORS, LLC	PO 23854 PROFESSIONAL SERVICES FOR GENERAL BONDS	5,000.00	5,000.00
19063	1671 - POLICE&FIREMANS RETIREMENT SYSTEM	PO 23825 2020 RETROACTIVE SALARY INCREASES	295.50	295.50
19064	3466 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PO 23826 2020 RETROACTIVE SALARY INCREASES	106.42	106.42
19065	3466 - PUBLIC EMPLOYEES' RETIREMENT SYSTEM	PO 23827 2020 RETROACTIVE SALARY INCREASES	1,069.38	1,069.38
19066	1830 - RARITAN VALLEY COMMUNITY COLLE	PO 23794 2021 DEER SURVEY	1,176.00	1,176.00
19067	479 - RECORDER PUBLISHING CO.	PO 22971 ZBOA/PLANNING BRD - ACCT# 010902 - 2021	89.77	89.77
19068	4141 - RESERVE ACCOUNT	PO 23856 POSTAGE METER REFILL: ACCT# 523225131	2,000.00	2,000.00
19069	3990 - RICH TREE SERVICE, INC.	PO 23619 DPW/ SHADE TREE - TREE REMOVAL	2,100.00	
		PO 23713 DPW - TREE REMOVAL- 6 ALL RD	3,400.00	
		PO 23730 DPW - TREE/ STUMP REMOVAL	1,000.00	
		PO 23759 DPW - TREE REMOVAL- 136 POLLARD RD	1,175.00	7,675.00
19070	3695 - RT 23 PATIO & MASON CENTER, LLC	PO 23491 BH RENO: SUPPLIES/MATERIALS	246.00	246.00
19071	4239 - SEAN TORRES	PO 23809 POLICE: REIMBURSEMENT	320.00	
		PO 23817 POLICE: REIMBURSEMENT	55.00	375.00
19072	3205 - SECURITY SHREDDING	PO 23427 2021 CONSOLE SHREDDING - BLANKET	120.00	
		PO 23858 2021 SHREDDING SERVICES - BLANKET	246.00	366.00
19073	1948 - SHEAFFER SUPPLY, INC.	PO 23775 BH:RENOVATION	100.37	100.37
19074	1994 - SHERWIN-WILLIAMS COMPANY	PO 23583 BH: RENOVATION	14,157.52	14,157.52
19075	1884 - SIRCHIE FINGER PRINT LABS, INC	PO 23723 POLICE: DETECTIVE SUPPLIES	47.65	47.65
19076	114 - SOLITUDE LAKE MANAGEMENT	PO 23349 2021 LAKE MANAGEMENT - BLANKET - CUST# M	6,631.00	6,631.00
19077	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 23696 ORDER# 7332664369	162.43	
		PO 23811 ORDER# 7334387640	213.56	375.99
19078	1963 - STATE TOXICOLOGY LABORATORY	PO 22922 POLICE: MANDATORY TESTING - 2021 BLANKET	90.00	90.00
19079	1981 - SUBURBAN DISPOSAL, INC	PO 23476 2021 SOLID WASTE / RECYCLING COLLECTION	36,219.99	36,219.99
19080	3861 - SYNCE/AMAZON	PO 23695 DPW - ORDER# 112-8323825-0307419	225.99	
		PO 23703 ORDER#112-1808723-6768220	31.86	
		PO 23789 BH ORDER: 112-9363971-6325821	151.37	
		PO 23791 POLICE BOAT: ORDER# 112-2593403-5897841/	45.02	

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 07/26/2021 For bills from 06/24/2021 to 07/21/2021

Check#	Vendor	Description	Payment	Check Total
		PO 23798 POLICE ORDER# 112-6446805-1152239	29.98	
		PO 23812 RENOVATIONS ORDER:112-2245670-6872204	1,258.72	1,742.94
19081	3861 - SYNCB/AMAZON	PO 23822 BH: ORDER# 112-5793305-6957006 112-16	189.99	189.99
19082	3903 - TCF EQUIPMENT FINANCE	PO 23399 POLICE CAR LEASE / CUST# 730289 - 2021 B	2,247.19	2,247.19
19083	3093 - THE RODGERS GROUP, LLC	PO 23847 POLICE: POLICY MAINTENANCE.	6,630.00	6,630.00
19084	2108 - THE UPS STORE 4650	PO 22916 POLICE: POSTAGE - 2021 BLANKET	21.42	21.42
19085	3729 - THOMAS DI CENZO	PO 23807 2021 BEACH CONCERT	500.00	500.00
19086	1343 - TILCON NY, INC	PO 23597 DPW - DRAINS, PIPES, CATCHBASINS - BLANK	958.45	
		PO 23833 DPW - DRAINS, PIPES, CATCHBASINS - BLANK	1,110.29	2,068.74
19087	4191 - TRANSUNION RISK & ALTERNATIVE	PO 23093 POLICE: 2021 SUBSCRIPTION ACCT. ID: 3645	100.00	100.00
19088	1536 - TREAS, STATE OF NJ - D.O.H.	PO 23795 MAY 2021 DOG LICENSING FEE	10.80	10.80
19089	4088 - TURN OUT UNIFORMS, INC	PO 23601 POLICE: CERT UNIFORMS	882.43	
		PO 23796 POLICE: UNIFORMS	144.99	1,027.42
19090	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 23381 2021 SEWER MAINTENANCE CHARGES - BLANKET	39,416.57	39,416.57
19091	2115 - U.S. DEPT. OF AGRICULTURE	PO 23419 APHIS - GOOSE MANAGEMENT - CUST# 6001777	1,910.43	1,910.43
19092	4069 - UNITED BUSINESS SYSTEMS	PO 23845 CANON COPIERS - 2ND QTR 2021 - PRINTING	772.14	772.14
19093	1062 - UNITED SITE SERVICES	PO 22776 BH:TEMPORARY FENCING /BLANKET	122.50	
		PO 23562 MAY - DECEMBER 2021 BLANKET - CUST# 1401	943.94	1,066.44
19094	2536 - UNUM LIFE INSURANCE COMPANY	PO 23315 STD/LTD / LIFE INSURANCE - 2021 BLANKET	2,747.88	2,747.88
19095	2749 - VERIZON	PO 23450 2021 INTERNET SVC: A/C# 853-478-043-0001	104.66	
		PO 23450 2021 INTERNET SVC: A/C# 853-478-043-0001	74.66	
		PO 23450 2021 INTERNET SVC: A/C# 853-478-043-0001	74.66	253.98
19096	2135 - VERIZON WIRELESS	PO 23853 ACCT# 882388054-00001 / JUN 05 - JUL 04,	800.87	800.87
19097	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 23783 BH RENO: BUILDING SUPPLIES	845.99	845.99
19098	2172 - WB MASON COMPANY, INC	PO 23522 ADMIN: ORDER# S113484546	49.99	49.99
19099	2737 - YUCROS, INC.	PO 23835 CLEAN COMMUNITIES - DOG LITTER BAGS	450.00	
		PO 23835 CLEAN COMMUNITIES - DOG LITTER BAGS	60.00	510.00
TOTAL				3,051,032.01

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-08-126-000	TRASH BAG RECEIPTS			500.00	
01-192-18-001-000	CURRENT YEAR TAXES RECEIVED			31,510.24	
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	5,108.51			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	2,739.49			
01-201-20-130-020	FINANCE - OTHER EXPENSES	93.31			
01-201-20-140-020	COMPUTER SERVICES	813.08			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	6,541.16			
01-201-20-165-020	ENGINEERING SERVICES	923.23			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	537.44			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	56.70			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	15.88			
01-201-22-196-020	CODE ENFORCEMENT - OTHER EXPENSE	100.00			
01-201-23-210-020	INSURANCE - LIABILITY	23,005.75			
01-201-23-215-020	WORKERS COMPENSATION	21,447.75			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	2,747.88			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	18,743.73			
01-201-25-252-020	EMERGENCY MGMT - OTHER EXPENSE	882.43			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	329.27			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	13,314.10			
01-201-26-300-020	SHADE TREE COMMISSION - O/E	1,200.00			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	59,131.59			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	285.00			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	1,218.08			
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	6,646.25			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	5,729.58			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	10,128.48			
01-201-29-390-020	AID TO PUBLIC LIBRARY	25,319.00			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	1,683.89			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	3,508.52			
01-201-31-437-020	NATURAL GAS	792.95			
01-201-31-440-020	TELECOMMUNICATIONS	2,656.38			
01-201-31-447-020	PETROLEUM PRODUCTS	7,112.83			
01-203-36-471-020	(2020) PERS		1,175.60		
01-203-36-475-000	(2020) PERS - CONTRIBUTION		295.50		

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			2,548,575.90	
01-260-05-100	DUE TO CLEARING			0.00	2,806,754.70
01-290-55-000-005	DUE TO T-MOBILE - SPRINT FEES			1,885.00	
TOTALS FOR	Current Fund	222,812.26	1,471.30	2,582,471.14	2,806,754.70
02-200-40-700-340	Clean Communities Grant			2,132.15	
02-260-05-100	DUE TO CLEARING			0.00	2,132.15
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	2,132.15	2,132.15
04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			4,824.00	
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19			8,050.38	
04-215-55-987-000	2020 CAPITAL ORDINANCE 4-20			126,462.76	
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			37,776.66	
04-215-55-991-000	2021 CAPTIAL ORDINANCE 10-21			2,664.80	
04-260-05-100	DUE TO CLEARING			0.00	179,778.60
TOTALS FOR	General Capital	0.00	0.00	179,778.60	179,778.60
05-192-17-000-000	WATER OPERATING REVENUES			49.06	
05-201-55-520-520	Water Operating - Other Expenses	18,212.03			
05-260-05-100	DUE TO CLEARING			0.00	18,261.09
TOTALS FOR	Water Operating	18,212.03	0.00	49.06	18,261.09
07-201-55-520-520	Sewer Operating - Other Expenses	44,094.67			
07-260-05-100	DUE TO CLEARING			0.00	44,094.67
TOTALS FOR	Sewer Operating	44,094.67	0.00	0.00	44,094.67
13-260-05-100	DUE TO CLEARING			0.00	10.80
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			10.80	
TOTALS FOR	Animal Trust	0.00	0.00	10.80	10.80

Total to be paid from Fund 01 Current Fund	2,806,754.70
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	2,132.15
Total to be paid from Fund 04 General Capital	179,778.60
Total to be paid from Fund 05 Water Operating	18,261.09
Total to be paid from Fund 07 Sewer Operating	44,094.67
Total to be paid from Fund 13 Animal Trust	10.80
	3,051,032.01

Checks Previously Disbursed

18972	STATE OF NJ - PWT DIVISION OF TAXAT	PO# 23879	STATE OF NJ - PUBLIC COMMUNITY WAT	518.33	7/20/2021
18971	TREASURER, STATE OF NJ	PO# 23821	2021 ELEVATOR MAINTENANCE - PUBLIC	182.00	7/08/2021
				700.33	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund QUALITY CUSTOM HOMES	700.33		700.33
Fund 01 Current Fund	182.00	2,806,754.70	2,806,936.70
Fund 02 FEDERAL AND STATE GRANTS		2,132.15	2,132.15

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
Fund 04	General Capital	179,778.60	179,778.60		
Fund 05	Water Operating	518.33	18,261.09	18,779.42	
Fund 07	Sewer Operating		44,094.67	44,094.67	
Fund 13	Animal Trust		10.80	10.80	
BILLS LIST TOTALS		1,400.66	3,051,032.01	3,052,432.67	

List of Bills - (1210101001001) PAYROLL AGENCY-CASH-PROVIDENT BANK

Payroll Agency Account

Meeting Date: 07/26/2021 For bills from 06/24/2021 to 07/21/2021

Check#	Vendor	Description	Payment	Check Total
5034	1392 - MTN. LAKES POLICE ASSOCIATION	PO 23863 2021- PBA UNON DUES - 2ND QTR	1,000.00	1,000.00
TOTAL				1,000.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
12-101-01-001-001	PAYROLL AGENCY-CASH-PROVIDENT BANK			0.00	1,000.00
12-200-00-000-800	POLICE UNION DUES			1,000.00	
TOTALS FOR	Payroll Agency Account	0.00	0.00	1,000.00	1,000.00

Total to be paid from Fund 12 Payroll Agency Account

1,000.00

1,000.00

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

Meeting Date: 07/26/2021 For bills from 06/24/2021 to 07/21/2021

Check#	Vendor	Description	Payment	Check Total
5243	102 - ANDERSON & DENZLER ASSOC., INC	PO 23784 MAY 2021 PROFESSIONAL SERVICES - ESCROW	2,102.43	2,102.43
5244	4157 - BRIGHT VIEW ENGINEERING	PO 23785 MAY 2021 PROFESSIONAL SERVICES - ESCROW	1,382.50	
		PO 23869 JUNE 2021 PROFESSIONAL SERVICES - ESCROW	1,477.50	2,860.00
5245	4169 - BURGIS ASSOCIATES, INC.	PO 23868 MAY 2021 PROFESSIONAL SERVICES - ESCROW	542.50	542.50
5246	4170 - DEWBERRY ENGINEERS, INC	PO 23786 MAY 2021 PROFESSIONAL SERVICES - ESCROW	960.00	960.00
5247	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 23788 APRIL 20210 PROFESSIONAL SERVICES - ESCR	17.50	17.50
TOTAL				6,482.43

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	6,482.43
17-500-00-091-289	PARK LAKES TENNIS CLUB INC			17.50	
17-500-00-091-310	PULTE GROUP - ENCLAVE SITE INSPEC. FEE			1,203.84	
17-500-00-091-316	SUNRISE - INSPECTION FEES			398.94	
17-500-00-091-319	HIGHVIEW HOMES LLC			4,862.15	
TOTALS FOR	Developer's Escrow	0.00	0.00	6,482.43	6,482.43

Total to be paid from Fund 17 Developer's Escrow	6,482.43
	6,482.43

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

Meeting Date: 07/26/2021 For bills from 06/24/2021 to 07/21/2021

Check#	Vendor	Description	Payment	Check Total
5402	4002 - KAREN BRENNFLECK	PO 23893 REIMBURSEMENT	1,012.66	1,012.66
5403	4072 - MAD SCIENCE OF NORTHEAST NJ	PO 23824 RECREATION: 2021 MAD SCIENCE PROGRAM	495.00	495.00
5404	3417 - PRO IMAGE PROMOTIONS, INC.	PO 23441 TRACK: 2021 UNIFORMS	1,048.50	
		PO 23512 TRACK: 2021 SHIRTS	2,287.04	3,335.54
5405	3338 - RIZZO'S REPTILE DISCOVERY, LLC	PO 23880 2021 SUMMER CAMP REPTILE PROGRAM	750.00	750.00
5406	4243 - ROCKAWAY LANES, INC.	PO 23831 TEEN CAMP 2021 - BOWLING	693.00	693.00
5407	1800 - ROMA PIZZERIA	PO 23787 TRACK: 2021 PARTY	343.50	343.50
5408	3616 - SUMMERTIME SURF, LLC	PO 23883 2021 SURF CAMP TEEN ADVENTURE 7/26/21-7/	3,087.50	3,087.50
TOTAL				9,717.20

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	9,717.20
33-600-00-090-000	Recreation Trust Reserves			9,717.20	
TOTALS FOR	Recreation Trust	0.00	0.00	9,717.20	9,717.20

Total to be paid from Fund 33 Recreation Trust
 9,717.20
 9,717.20

Checks Previously Disbursed

5401	KITTATINNY CANOES	PO# 23829 TEEN CAMP WEEK 3 - KITTATINNY TUBI	1,848.00	7/08/2021
5400	DORNEY PARK & WILDWATER KINGDOM, LL	PO# 23808 2021 TEEN ADVENTURE CAMP	2,610.00	7/01/2021
			4,458.00	

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund QUALITY CUSTOM HOMES	4,458.00		4,458.00
Fund 33 Recreation Trust	4,458.00	9,717.20	14,175.20
BILLS LIST TOTALS	8,916.00	9,717.20	18,633.20

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

RESOLUTION R126-21

“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES”

WHEREAS, the Tax/Utility Collector certifies that the following property has an overpayment of water and sewer and the property owner has requested the issuance of a refund.

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 a warrant be drawn to Ronald & Jennifer Astrup C/O Jared Kalish 50 No. Beverwyck Road Lake Hiawatha, NJ 07034-2624, representing a refund of the 2nd quarter 2021 utility overpayment.

Block	Lot	Name & Address	Tax Year	Amount
100.02	85	Ronald & Jennifer Astrup 9 Point View Place	2021	\$913.53

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CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on July 26, 2021.

Mitchell Stern, Acting Municipal Clerk

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

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS**

RESOLUTION R127-21

**RESOLUTION AUTHORIZING A LIEN ON BLOCK 64, LOT 16 (41 MELROSE ROAD)
FOR COSTS INCURRED IN THE REMEDIATION OF A PROPERTY MAINTENANCE
VIOLATION**

WHEREAS, the Borough Property Maintenance Ordinance requires that natural vegetation, landscaping, lawns, hedges and bushes, and debris shall not be allowed to become overgrown and unsightly where exposed to public view; and

WHEREAS, the property located at Block 64 Lot 16 (41 Melrose Road) in the Borough of Mountain Lakes has not been maintained in accordance with the Borough Ordinance; and

WHEREAS, the owner of these premises has failed to address the property maintenance violation after notice to do so; and

WHEREAS, the Borough received quotes to perform necessary yard maintenance to the property and the lowest quote was \$100.00

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 a lien in the amount of \$100.00 is hereby placed upon Block 64, Lot 16 (41 Melrose Road, Mountain Lakes, New Jersey), to reimburse for the remediation of property maintenance violations; and be it further

RESOLVED that the Borough Clerk shall present this Resolution to the Tax Collector who shall proceed to collect the foregoing as provided by law.

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 July 26, 2021.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION R128-21

“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES”

WHEREAS, the Tax/Utility Collector certifies that the following property has an overpayment of water and sewer and the property owner has requested the issuance of a refund.

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 a warrant be drawn to Elizabeth Gorski, 95078 Elderberry Lane Amelia Island, FL 32034 representing a refund of the 3rd quarter 2021 utility overpayment..

<u>Block</u>	<u>Lot</u>	<u>Name & Address</u>	<u>Amount</u>
118.01	33	Elizabeth Gorski 49 Lockley Court Mountain Lakes, NJ 07046	\$49.06

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CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on July 26, 2021.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION 129-21

“RESOLUTION AUTHORIZING THE BOROUGH MANAGER TO FILE A GRANT APPLICATION AND EXECUTE A GRANT AGREEMENT FOR BODY WORN CAMERAS FOR LAW ENFORCEMENT”

WHEREAS, the State of New Jersey is offering a Grant Program (SFY21 Body-Worn Camera Grant Program) to provide law enforcement agencies with funding for the purchase of body-worn cameras, ancillary accessories and storage; and

WHEREAS, the Borough is desirous of applying for a grant from the State of New Jersey for this purpose and accepting the grant.

THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, and State of New Jersey that the Borough Council authorizes the filing of an application with the State of New Jersey for a grant for body worn cameras for the Borough Police Department; and

BE IT FURTHER RESOLVED that the Borough Council of the Borough of Mountain Lakes is authorized to accept and does accept the Body Worn Cameras for Law Enforcement Grant of funds for the purpose described in the application as follows:

Award Number: 21-BWC-295
Award Period: 1/1/21-12/31/25
Total Amount of Award: \$34,646.00
State Amount: \$34,646.00
Local Match: \$0.00

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

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CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on July 26, 2021.

Mitchell Stern, Acting Borough Clerk

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



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
AWARD CONTRACT**

PROJECT TITLE SFY21 Body-Worn Camera Grant Program	AWARD AMOUNT
IMPLEMENTING AGENCY	STATE: \$34,646.00 MATCH: \$0 TOTAL: \$34,646.00
RECIPIENT Mountain Lakes	
STATE ACCOUNT NO. BFY21-100-066-1020-495	DATE OF AWARD 7/7/2021

In accordance with the provisions of P.L. 2020, c. 142, N.J.S.A. 40A:14-118.3-5, the Attorney General Law Enforcement Directive No. 2015-1, and based on the program application, the Office of the Attorney General hereby awards to the above-named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

The subaward is subject to all applicable federal and state statutes and the requirements set forth in the general conditions, special conditions, approved budget, application authorization, and certifications attached to this program. The subaward is also subject to all applicable federal, state, and local financial accounting requirements, including the filing of single audits as required by 2 C.F.R. Part 200.500 et seq. and State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). Lastly, this Subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds.

FOR THE RECIPIENT

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY,
OFFICE OF THE ATTORNEY GENERAL

Signature of Authorizing Official

Attorney General or Designee

Typed Name and Title of Authorizing Official

Date

Award Number: 21-BWC-295

Award Period:
January 1, 2021 - December 31, 2025

Recipient Fiscal Year Start Date:

Contact:
Edward Mount, Grant Analyst
Office of the Attorney General
edward.mount@njoag.gov

**State of New Jersey, Department of Law & Public Safety
Detailed Cost Statement**

Award #: 21-BWC-295
 Project Title: SFY21 Body-Worn Camera Grant Program
 Recipient Name: Mountain Lakes
 Recipient Vendor ID No. [Redacted]

Report Number: [Redacted]
 From: [Redacted]
 To: [Redacted]

Subgrant Period: 1/1/21 - 12/31/25

Approved Activity					
Activity Dates	Approved Activity/Deliverable	Column 1 Approved Project Budget	Column 2 Date Activity Completed	Column 3 Amount Being Requested	Column 4 Paid to Date
4/1/21 - 5/15/21	Complete and Return to OAG the Application and Award Documents including: Applicant Information, Application Authorization, Program Application Narrative, Timeline of Deliverables/Milestones, Award Contract, Resolution & Certification, and Conditions				
1/1/21 - 8/31/21	Research BWC & data storage, vendors, choose a vendor, submit a purchase order for 20% of total program cost. Receive BWC's. Pay vendor.				
8/31/21 - 8/31/22	Assess need for additional BWC/Storage/Accessories. If needed, submit purchase order, receive order, pay vendor.				
8/31/2023	Submit PO for 20% of total cost to Vendor. Pay Vendor.				
8/31/2024	Submit PO for 20% of total cost to Vendor. Pay Vendor.				
		\$0.00		\$0.00	\$0.00

The signatures below certify the costs reflected in this report are valid and consistent with the terms of the grant.

Project Director Signature: [Redacted]
 Date: [Redacted]

Financial Officer Signature: [Redacted]
 Date: [Redacted]

For OAG Use ONLY

Total Subgrant Award \$0.00
 DEDUCT: YTD Subgrant Funds Paid \$0.00
 DEDUCT: Funds to be paid by OAG \$0.00
 Balance Remaining

OAG Fiscal
 Posted:

I certify that the costs reflected in this report are allowable and adequately supported.

Print Name

Signature

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

**SFY21 BODY-WORN CAMERA
GRANT PROGRAM**

GENERAL CONDITIONS

1. **Legal Authority for the Application:** The Grantee agrees that it possesses legal authority to apply for the grant; and that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Grantee agrees that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-State share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. **Compliance with State and Federal Laws:** The Grantee agrees to comply with all requirements imposed by the Department of Law and Public Safety (L&PS) and the Office of the Attorney General (OAG) concerning special requirements of all Federal, State, municipal laws and regulations and Department of Treasury, State Circulars generally applicable to the activities in which the grantee is engaged in the performance of this grant. Failure to comply with these laws, regulations and State circulars will be grounds for termination of this grant.
3. **Prohibition Against Personal Enrichment:** The Grantee agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or gives the appearance of, personal gain for themselves or others, particularly those with whom they have family, business, or other ties.
4. **Prohibition Against Conflicts of Interests:** The Grantee will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest.
5. **Anti-Discrimination/Affirmative Action:** The Grantee assures that it will comply, and all of its contractors will comply with the requirements of the State's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations. Failure to comply with these laws, rules, regulations, and State Circular Letters will be grounds for termination of this award.

6. **Debarments and Suspensions:** The Grantee understands and agrees to comply with State Executive Order No. 34 (March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Grantee will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.
7. **Minimum Wage/Maximum Hours:** The Grantee agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
8. **Financial Management System:** The Grantee agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Grantee shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding and expending grant funds. The Grantee shall maintain accurate and complete disclosure of financial results of each grant in the Detailed Cost Statements (DCS), have procedures to determine allowable costs, and provide source documentation for financial records.
9. **Accounting Records:** The Grantee agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Grantee in accordance with the provisions of the grant throughout the project period subject to such conditions as OAG may prescribe.
10. **Audit Requirements:** The Grantee agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200.500, et seq., the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments, 15-08-OMB.

The Grantee understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) are not satisfactorily and promptly addressed. The Grantee must submit to OAG any copies of any exceptions and/or findings regarding this project as a result of a single audit. The Grantee immediately will report to OAG any changes in its fiscal year.

11. **Allowable Costs:** The Grantee agrees that grant funds will be used only for allowable costs as determined by applicable cost principles specific to the Grantee located at State Circular, Grant Agreements-Agency Contracts, Allowable Costs, 07-05-OMB.
12. **Data Collection and Reporting Requirements:** The Grantee agrees to provide information required for any reporting, data collection, and evaluation conducted by L&PS, OAG and the State of New Jersey. The Grantee also agrees that it will submit timely reports, including programmatic and financial reports, as L&PS may require. If reports are not submitted as required, L&PS may, at its discretion, suspend payments on

this grant. The State of New Jersey may, at its discretion, withhold payments to the Grantee on this or any grant with other State agencies until the required reports have been submitted.

13. **Budget Revisions/Grant Extensions:** The Grantee agrees to report any Budget Revisions or Grant Extensions as follows:

- a. Deviations in excess of 1% from the approved budget or extensions in the grant period require prior approval via OAG Grant Adjustment Request Form. Grantee should be aware that approved budget revisions may result in the imposition of additional special conditions.
- b. L&PS may request changes in the scope of services of the Grantee to be performed hereunder. Such changes, which are mutually agreed upon by and between L&PS and the Grantee must be incorporated in written amendments to this grant.
- c. If the Grantee is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Grantee. If, after consultation, the Grantee is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days notice to the Grantee, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Grantee's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding of the grant and the funds have already been received by the Grantee, the reduced amount will be remitted to L&PS.
- d. The Grantee agrees that should circumstances affecting the grant-funded project change it will immediately contact OAG in writing and advise of such changes; and prior to (or not timely) expending any grant funds other than as contained on the approved budget, it will request and receive prior written approval from OAG via a OAG Grant Adjustment Request Form.

14. **Program Income:** The Grantee agrees that all income earned by the Grantee from grant-supported activities is deemed program income. The Grantee agrees to add program income to funds committed to the program to further eligible program objectives. The use of program income must be shown on the detailed cost statements.

State Circular, Grant Agreements-Agency Contracts, 07-05-OMB, defines program income to include any interest earned of \$250 or more in a fiscal year on advances of grant funds.

15. **Licensing and Publishing:** The Grantee agrees that L&PS and OAG reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: the copyright in any work developed from activities supported by this grant, and any rights of copyright to which a grantee purchases ownership with support. The Grantee agrees that L&PS reserves the right to require the Grantee not to

publish any work, which right shall not be exercised unreasonably. The Grantee assures that any publication by the Grantee shall include, on the title page, a standard disclaimer of responsibility by L&PS for any opinions or conclusions contained therein.

16. **Records Retention:** Unless otherwise directed by OAG, State or Federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
17. **Access to Records:** The Grantee agrees to give the New Jersey Attorney General, L&PS and OAG through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.
18. **Grant Fund Availability:** Grantee recognizes and agrees that both the initial provision of funding and the continuation of such funding under this grant is expressly dependent upon the availability to L&PS of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of L&PS to make any payment under this grant or to observe and perform any condition on its part to be performed under the grant as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement and in no event shall the grant agreement be construed as a commitment by L&PS to expend funds beyond the termination date set in the grant agreement.
19. **Subcontracts and Assignments:** The Grantee shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of L&PS. No rights or obligations of the Grantee under this subgrant, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of OAG and L&PS. The Grantee may not transfer any rights or obligations under this grant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
20. **Advances of State Grants:** If applicable, the Grantee agrees that it will deposit advances of State grants in interest bearing accounts.

21. **Failure to Comply with Award Conditions:** If the Grantee materially fails to comply with the terms of an award, whether stated in a State or Federal statute or regulation, an assurance, general condition, special condition, in a State plan or application, a notice of award, or elsewhere, the Grantee agrees that L&PS may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or take more severe enforcement action.
 - b. Disallow all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the current award for the Grantee's program.
 - d. Withhold further awards for the program.
 - e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - f. Take other remedies that may be legally available.

22. **Grant Termination:** When the Grantee has failed to comply with grant award requirements, stipulations, standards, or conditions, the Grantee agrees that L&PS may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with the below paragraph. L&PS shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.

23. **L&PS Termination of the Grant:** The Grantee agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. L&PS shall notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by L&PS under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

24. **Mutual Termination of the Grant:** L&PS and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

25. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Grantee, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Grantee shall cease incurring additional obligations of grant funds. However, L&PS shall allow the Grantee to incur all necessary and proper costs which the Grantee cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.

26. **Grant Termination - Notification and Due Process:** If the grant award is terminated for the Grantee's failure to comply with State or Federal statutes, regulations, or terms and conditions of the grant, L&PS will provide notification to the Grantee, including information that the decision may be considered in evaluating future applications.

In taking an enforcement action, L&PS may provide the Grantee an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee is entitled under any statute or regulation applicable to the action involved.

High Risk Grantees: Grantee agrees that under certain instances it may be considered "High Risk":

- a. If L&PS determines that a Grantee: Has a history of unsatisfactory performance.
 - i. Has not filed its quarterly financial reports (Detailed Cost Statements) or Final Grant Narrative in a timely manner.
 - ii. Is not financially stable.
 - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to State Circular Letter, Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB.
 - iv. Has not conformed to terms and conditions of previous awards.
 - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- b. If a Grantee is considered "High Risk," then L&PS may impose additional Special Conditions or restrictions on the Grantee at any time including:
 - i. Issuing payment on a reimbursement basis.
 - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
 - iii. Requiring additional, more detailed financial reports.
 - iv. Requiring additional project monitoring.
 - v. Requiring the Grantee obtain technical or management assistance.
 - vi. Establishing additional prior approvals.
 - vii. Wholly or partly suspending or terminate the current award for the Grantee's program.
 - viii. Withhold further and future awards for the program.
- c. If L&PS decides to impose such special conditions, L&PS will notify the Grantee as soon as possible, in writing, of:
 - i. The nature of the special conditions/restrictions.
 - ii. The reason(s) for imposing the special conditions.
 - iii. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
 - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

27. **Corruption of Public Resources Act:** The Grantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse State grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000. The Grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from State grants, recoupment of monies provided under an award and civil and/or criminal penalties, including under the New Jersey False Claims Act, N.J.S.A. 2A: 32C-3.
28. **Prohibition Against State Employee Status:** The Grantee understands and agrees that persons performing services in connection with a grant shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
29. **Indemnification by non-State Agencies:** The Grantee agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
30. **Release by State Agencies:** The Grantee shall be responsible for, at its own expense defend itself against, and hereby releases the L&PS for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Grantee and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

SPECIAL CONDITIONS

1. **Prohibited Use of Funds:** The Grantee certifies that all grant funds will be used exclusively for purposes set forth in the grant application.
2. **Prohibition of Supplanting:** The Grantee agrees that funds made available under this program will be used to supplement but not supplant funds that were, or are, set aside for the same purpose.
3. **Compliance with Program Laws and Regulations:** Grantee will follow all applicable requirements and procedures as required by the Department of Law and Public Safety (L&PS), the Office of the Attorney General (OAG), and as outlined in the notification, award, and other letters sent to the Grantee. Grantee also agrees to follow all applicable requirements and procedures as required by the State of New Jersey.
4. **Attorney General's Directive on Body-Worn Cameras:** Attorney General's Directives on Body-Worn Cameras: The Grantee must comply with Attorney General Law Enforcement Directive No. 2015-12021-5, *Law Enforcement Directive Regarding Police Body-Worn Cameras (BWCs) and Stored BWC Recordings*; Attorney General Law Enforcement Directive 2019-4, *Directive Ensuring the Independent Investigation of Criminal Cases Involving Police Use-of-Force or In-Custody Deaths*; as well as any updates to laws and statutes related to BWCs (i.e., N.J.S.A. 40A:14-118.3-.5), and/or new or supplemental guidance to policy, Directives, or Guidelines, concerning BWCs that may occur at the direction and authority of the Attorney General.
5. **Municipal Budget Cap:** In order to be exempt from the municipal budget cap, any monies provided by the municipality must be in the form of matching funds as specified by N.J.S.A. 40A:4-45.3 l. Therefore, the State award and the required fringe benefit match under the Body-Worn Cameras Program are outside the budget cap. However, any additional dollars spent by the municipality in support of the project, including any overmatch, will fall under the Division of Local Government Services budget cap requirements.
6. **Time and Attendance Records:** Grantee must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions (filled with grant funds); rank/title; employee's name; date hired; annual salary; total daily hours worked, and the signatures of the employee and supervisor.
7. **Financial and Performance Reporting:** The Grantee agrees to file timely Detailed Cost Statements (DCS) and payment vouchers within fifteen (15) days after the end of each quarter. The Grantee also agrees to file a timely Final Grant Narrative Report within fifteen (15) days after the end date of the grant period. The Final Grant Narrative Report should describe accomplishments and activities that took place during the grant period. *The Grantee understands and agrees that failure to comply with these filing deadlines may result in a reduction or total loss of the Grantee's award. L&PS may, at its discretion, terminate this or any other BWC grant awards for delinquent reporting.*

8. **Availability of Grant Funds:** The Grantee understands that annual funding for the Body-Worn Cameras Program is uncertain and that funding for each year's grant depends on the continued collection of sufficient program revenue. The Grantee accepts this award on the condition that if sufficient funds are not available, the municipality may not receive its entire State award.

9. **Purchase of Equipment, Consumable Supplies, and Services:** The Grantee agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Grantee agrees that all equipment purchased under the subaward will be tagged and properly inventoried to reflect use of federal or State funds, as applicable. The Grantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.

10. **Eligible Expenses:** Recipients of Body-Worn Camera Grant Program funding will be allotted a fixed dollar amount for each camera to be purchased. This dollar amount will exceed the cost of a camera. The excess funding is to be used for ancillary equipment such as clips, chargers, batteries, etc., as well as storage costs. Recipients are not to profit from this funding; ALL funding is to be used towards the cost of implementing the Body-Worn Camera Grant Program. It is the responsibility of the recipient to maintain proof of all expenditures; this documentation will be requested in the event of an audit or site visit.

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Body-Worn Cameras Grant Program; that all the information presented is correct; and that the applicant will comply with the provisions of this grant program and all other applicable Federal and State laws, regulations, and guidelines.

Awardee Mountain Lakes

Grant # 21-BWC-295

Printed Name
(Mayor, Chief Executive or Village President)

Signature
(Mayor, Chief Executive or Village President)

Date



**STATE OF NEW JERSEY
PAYMENT VOUCHER
(VENDOR INVOICE)**

DOCUMENT				BATCH			ACTG	FY
TC	AGY	NUMBER	TC	AGV	NUMBER	PER		
PP START			SCHED PAY		CHK OFF	F RF CK	(A) VENDOR ID NUMBER	
MO. DY.	YEAR	MO. DY.	YEAR.	CAT LIAB	A TY FL			
CONTRACT	AGCY REF	BUYER	(B) TERMS			(C.) TOTAL AMOUNT		

PO #	PV DATE
PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS A-G	

(D) PAYEE NAME AND ADDRESS

(E) SEND COMPLETED FORM TO:

Department of Law and Public Safety
Office of the Attorney General
ATTN: Edward Mount

edward.mount@njoag.gov

(F) PAYEE DECLARATIONS

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT

PAYEE SIGNATURE

PAYEE TITLE

BILLING DATE

LINE NO.	REFERENCE		
	CD	AGY	NUMBER
1			
2			
3			

(G) PAYEE REFERENCE

SFY21 Body-Worn Camera Grant

AWARD #: 21-BWC-295

FUND	ACGY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-ORJ	REV SRCE	SUB-REV	PROJ NO.
1										
2										
3										

RPT CT	BS ACT DT	DESCRIPTION	QUANTITY	AMOUNT	ID PF TX
1					
2					
3					

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	AWARD #: 21-BWC-295				\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTAL					\$ -

CERTIFICATION OF RECEIVING AGENCY: I certify that the above articles have been received or services rendered as stated herein.

Signature

Title Date

CERTIFICATION OF APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

Authorized Signature

Title Date

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

RESOLUTION 130-21

“RESOLUTION AUTHORIZING THE BOROUGH OF MOUNTAIN LAKES TO OBTAIN A GRANT FROM THE STATE OF NEW JERSEY IN THE AMOUNT OF \$8000.00 FOR PURCHASE, INSTALLATION AND MAINTENANCE OF 1 LEVEL 2 CHARGEPOINT DUAL-PORT CHARGING STATIONS”

See attached.

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 July 26, 2021.

Mitchell Stern, Acting Borough Clerk

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

GRANT AGREEMENT
BETWEEN
Borough of Mountain Lakes

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: AQ21-051

GOVERNING BODY RESOLUTION 130-21

The governing body of Borough of Mountain Lakes
(print Grantee's name)

desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of up to \$ 8000.00
to fund the following project:

Purchase, installation, and maintenance of 1 Level 2 ChargePoint dual-port charging stations to be installed at 400 Boulevard, Mountain Lakes NJ 07046.

Therefore, the governing body resolves that Mitchell Stern or the successor to the office of
(print name)

Borough Manager is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)
a grant agreement with the State for a grant in an amount not less than \$ 0.00 and not more than \$ 8,000.00,
and (c) to execute any amendments thereto any amendments thereto which do not increase the Grantee's obligations.

*The Mayor and Council (Manager form) authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match 0.00 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the
match for such purposes, whether cash, services, or property, is hereby certified. 0.00 % of the match will be made up of in-kind
services (if allowed by grant program requirements and the agreement).*

The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____, _____.

Ayes: _____
Noes: _____
Absent: _____



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services.

CERTIFICATION*

I, Monica Goscicki, municipal clerk county clerk utilities Authority Clerk
(print name)
 (other, specify) CFO of Borough of Mountain Lakes
(print Grantee's name)
certify that this resolution was duly adopted by Mayor and Council (Manager form) at a
(print name of Grantee's governing body)

meeting duly held on the ____ day of _____, ____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **

(signature) *
Monica Goscicki
(print name)
CFO
(print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, the Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF MOBILE SOURCES

401 East State Street

P.O. Box 420, Mail Code 401-02E

Trenton, New Jersey 08625-0420

Tel. (609) 292-7953 • Fax (609) 633-8263

www.nj.gov/dep

WWW.DRIVEGREEN.NJ.GOV

PHILIP D. MURPHY

Governor

SHEILA Y. OLIVER

Lt. Governor

SHAWN M. LATOURETTE

Acting Commissioner

March 11, 2021

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

Dear Mitchell Stern:

Congratulations! Your business has qualified for an It Pays to Plug In: NJ's Electric Vehicle Charging Grant in the amount of \$8,000.00 towards installing electric vehicle charging stations provided that your company enters into and completes a grant agreement.

For this project your unique Grant Agreement Identifier is: AQ21-051. Please keep your grant identifier available, as it is important for tracking and processing all grant forms throughout the grant process:

1. The first step in the grant process is to execute a GOVERNING BODY Resolution. The State form that is required is Attachment C of the Grant Agreement. **Please DO NOT sign and date the Grant Agreement until the Resolution is passed;** otherwise, it will void the Grant Agreement. Please carefully follow all directions pertaining to these documents on the attached page. Failure to do so will also void the grant.
2. The second step is to execute the Grant Agreement by signature on page 3. The person authorized to sign is the person named on page 1 of Attachment C, the GOVERNING BODY Resolution.
3. The third step is to complete Attachment D, Subcontractor List. If someone other than one of your employees will be installing the station(s), then you must complete this form.

Please note that this is not considered a completed grant agreement until it is fully executed by the NJDEP. Once all parties sign the agreement, you can proceed with installation, and then submit payment receipts and invoices when complete. For expenditures to be accepted, they must fall within the Work Period of the Grant Agreement. The Work Period for this grant commences on the effective date, and runs for a period of 9 months thereafter. **Your signed grant package must be returned within 60 days of receipt or your grant agreement will be canceled.**

March 11, 2021

Page 2 of 2

Please contact me if you have any questions or concerns at any time throughout the process. Please submit your GOVERNING BODY Resolution, Grant Agreement, price quotes, your contractor's Business Registration Certificate, and copies of the required insurance coverages listed on page 5 of the Agreement as soon as possible, so we can proceed with the signature process within the State.

Sincerely,

Brittany Pfeiffer

Brittany.Pfeiffer@dep.nj.gov

Enc. 3 Copies of the Grant Agreement to be signed and returned





State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF MOBILE SOURCES

401 East State Street

P.O. Box 420, Mail Code 401-02E

Trenton, New Jersey 08625-0420

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PHILIP D. MURPHY

Governor

SHEILA Y. OLIVER

Lt. Governor

SHAWN M. LATOURETTE

Acting Commissioner

Grant Agreement Instructions

Step One:

Governing Body Resolution (GBR) Instructions (Attachment C):

Enclosed with the agreement are three (3) copies of the Governing Body Resolution. We have added details to the GBR page based on information provided on your application. We request that you do not edit or change the format. Non-compliance with this request will void the grant.

1. Please fill in the remaining blank spaces of your GBR.
2. Have the GBR voted on by your governing body.
3. Then, have the resolution certifier sign, date, and apply the raised seal, if available. **The resolution certifier must be a different official from the one authorized to sign the Grant Agreement.**
4. Please return all three (3) copies of the GBRs, complete with original signatures and recommended raised seal, and send with the signed grant agreements, as instructed below.

Step Two:

Grant Agreement Instructions:

To expedite the process, please follow the steps below carefully and return all of the documents promptly to the address below. If your organization does any lobbying, please contact me before signing the documents.

1. After the Resolution is passed, have **the person authorized by the GBR sign and date all three (3) copies of Page 3** of the Agreement as soon as possible. The GBR MUST BE DATED BEFORE the Grant Agreement.
 - a. **DO NOT use a signature stamp** in place of an original signature.
 - b. If a newly authorized official has been appointed to the position that executes the grant, draw one line through the previous official's name. **DO NOT use white-out**. Then, have the new official sign his/her name and list his/her job title.
2. (Optional) For approval as to legal form, have the attorney sign the three (3) copies of the Agreement on Page 3.
3. Make sure all of your documents are signed and dated.

Step Three:

Subcontractor List Instructions (Attachment D):

The Subcontractor List needs to be completed with the information of the contractor that will be installing the charging stations. **If the form is sent back incomplete, it will not be accepted.** If the subcontractor is a sole-proprietorship, the contractor will need to complete and Affidavit of Ownership. Please attach a copy of the Business Registration Certificate for the contractor performing the installation.

If your business is installing the charging stations, you do not need to complete this form.

Step Four:

Compile Required Paperwork:

1. Completed Grant Agreements
2. Page 5 of the Grant Agreement in Section III lists the insurance coverages required by the State. **No payments may be made under this agreement until acceptable documentation of insurance coverage is received.** It is requested that you submit this documentation with the return of the signed Grant Agreements.
3. Three price quotes for the electric vehicle charging stations, and justification for the one selected
4. One price quote for the installation
5. Business Registration Certificate for the contractor performing the installation.

Mail all three (3) original Grant Agreements and resolutions, price quotes, subcontractor's Business Registration Certificate, and copies of the required insurance coverages to:

Attn: Brittany Pfeiffer

NJDEP, Division of Air Quality

Bureau of Mobile Sources

Mail Code 401-02E, PO Box 420

Trenton, NJ 08625-0420





Pre-Award Risk Assessment Questionnaire

Please answer the questions indicated below. Your responses will assist the Department in performing a pre-award risk assessment and will not affect your application/proposal status or ability to receive a grant award. The Department uses this assessment to determine an appropriate level of monitoring and oversight on a potential grant award. Please select only 1 response to each question. Questions can be directed to the grant program contact.

1. Type of accounting system used by the entity Automated Manual Combination
2. Does the accounting system allow for complete and accurate tracking of the receipt and disbursement of funds related to this award? Yes No
3. Does your organization have prior experience with similar programs/projects? Yes No
4. Does your organization have adequate and qualified staff to comply with the terms of the grant program/agreement? Yes No
5. Does your organization maintain policies which include procedures for assuring compliance with the terms of this award? Yes No
6. Does your organization have a system in place which track employee time spent on multiple programs? Yes No
7. Does your organization have a procurement system or procedures in place that meet the minimum federal requirements for procurement? (See Sections 300.17 through 300.26 here: <https://www.law.cornell.edu/cfr/text/2/part-200/subpart-D#subgrp31>)
 Yes No
8. Does the entity have a property management system that meets the minimum federal requirements for equipment management? (See <https://www.law.cornell.edu/cfr/text/2/200.313>)
 Yes No
9. Does your organization have an adequate system or procedures in place for tracking and evaluation of in-kind match? Yes No
10. Does your organization have an audit or monitoring report from a Federal awarding agency within the last 3 years? Yes No

(If yes, please provide a copy of the report to the grant program contact)

11. Please indicate any other issues that the Department should be aware of in regard to risk. This can include having new or substantially changed system or software packages (i.e. accounting, payroll, reporting, etc); turnover in key personnel; external risks including economic/political; conditions or regulatory changes; loss of license or accreditation to operate program; new activities, products or services; organizational restructuring; ability to account for indirect costs.

For Department Reference Only

Question 1 corresponds to #2

Question 8 corresponds to #4(A)(k)

Question 2 corresponds to #4(A)(a)

Question 9 corresponds to #4(A)(l)

Question 3 corresponds to #4(A)(h)

Question 4 corresponds to #4(A)(f)

Question 5 corresponds to #4(A)(g)

Question 10 corresponds to #4(A)(m)

Question 6 corresponds to #4(A)(i)

If yes to Question 10, review audit report to answer #4(A)(n)

Question 7 corresponds to #4(A)(j)

Question 11 corresponds to #4(A)(o)



It Pay\$ to Plug In: NJ's Electric Vehicle Charging Grants Program Grant Agreement Checklist

Please acknowledge that the following have been completed and included in your package before returning.

- The Resolution, Attachment C, is completed (front and back), signed, and dated.
- Page 3 is signed and dated after the Resolution, but no more than 60 days after.
- The Subcontractor List, Attachment D (unless the contractor has not yet been identified or work will be completed in-house)
- The Statement of Adequacy of Accounting Form, Attachment G, is completed (if attached)
- Three complete original copies of the Grant Agreement are attached
- Applicant's Certificates of Insurance are attached (unless already provided or on file)
- The Subcontractor's Business Registration Certificate is attached
- Three bids for the electric vehicle charging stations are attached
- Justification for the selected electric vehicle charging station bid is attached
- One bid for the installation is attached
- Risk Assessment Questionnaire is attached
- Please acknowledge that you will not purchase or install a charging station until you have been notified that your grant is executed

 Initials

- Please acknowledge the reimbursement scheme

You indicated that your chargers will be installed at a: _____
 Workplace/Public place/Multi-Unit Dwelling. Initials

This installation type is eligible for reimbursement of 100% up to a maximum of \$ 8,000.00.

In order to receive the full \$8,000.00 grant, the invoices must be a total of \$8,000.00.

 Name

 Date

 Signature

**GRANT AGREEMENT
BETWEEN**

Borough of Mountain Lakes

(print name of Grantee; all capitals)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: AQ21-051

Federal Award Information for Subaward

Federal Awarding Agency:	NA
Federal Award Name:	NA
Federal Award Identification Number (FAIN):	NA
Federal Award Date:	NA
Total Amount of the Federal Award:	NA
Federal Award Project Description:	NA
Indirect Cost Rate for Federal Award:	NA

I. Grant Award Data and Signatures

Grantee's Name: (the "Grantee")	Borough of Mountain Lakes
Address:	400 Boulevard Mountain Lakes, NJ 07046
Vendor ID #:	V00016642
DUNS # (required only for Federally-funded awards):	080610322
Financial Officer's - Name:	Monica Goscicki
Title: (the "Chief Financial Officer")	CFO

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting Agency's - name:	NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION	(the "Granting Agency")
- address:	401 East State Street PO Box 420, Mail Code 401-02E Trenton, NJ 08625-0420	
Grant Officer's - name:	Brittany Pfeiffer	(the "Grant Officer")
email address:	brittany.pfeiffer@dep.nj.gov	
phone number:	(609) 633-7237	

TITLE OF GRANT: It Pay\$ to Plug In: NJ's Electric Vehicle Charging Grant Program

AMOUNT OF GRANT: Up to \$8,000.00

Total Project Funding	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
Source of Funds	State General Fund		
	Federal		
	Grantee	Remainder	
	Other (identify below) Volkswagen Environmental Mitigation Fund	\$8,000.00	19-72W-042-4892-001
		Up to \$8,000.00	TOTAL APPROVED PROJECT AMOUNT

Total Amount of Federal Funds Obligated to Subrecipient, including Current Obligation:

Total Amount of Federal Award Committed to Subrecipient:

WORK PERIOD: The “effective date” of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The “Work Period” for this grant commences on 3/4/2021 or the effective date, whichever is earlier later, and runs for a period of 9 Months.

REPORT(S)/DELIVERABLE(S) DUE: **The Grantee shall submit the Reimbursement Request Form by the end of the Work Period, payment receipts, and a complete and accurate Subcontractor List (Attachment D) no later than 21 days after the expiration of the Work Period.**

PAYMENT SCHEDULE: **Although the Department will reserve funding for each application approved, reimbursement will occur only after the work has been completed in a manner that satisfies the It Pay\$ to Plug In: NJ's Electric Vehicle Charging Grant Program criteria and the charging station(s) has been placed in service. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the Department's sole discretion. The grantee may be asked to provide access to the charging stations for site visits to verify installation.**

PURPOSE AND AUTHORITY: Grant Project to be funded: **Purchase, installation, and maintenance of 1 Level 2 ChargePoint dual-port charging stations to be installed at 400 Boulevard, Mountain Lakes NJ 07046.**

Statutory Authority for this Grant: N.J.S.A. 13:1D-9(q), (r); N.J.S.A. 13:1D-134; N.J.S.A. 26:2C-9(b)(6).

Grant will will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the “other” amounts shown above (the “Grant”), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment A, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section II, Paragraph 21 constitute the General Terms portion of this agreement.

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

NA

(signature)

NA

(print name), Deputy Attorney General

Date: NA

* A confidential and privileged memorandum pre-approving this agreement as to legal form has has not been provided to the Granting Agency by the Deputy Attorney General.

APPROVAL OF GRANTING AGENCY

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

(print name of Granting Agency; all capitals)

By: *FC Steitz*
(signature)
Digitally signed by Francis C. Steitz
Date: 2021.03.10 09:19:22 -05'00'

Francis C. Steitz

(print name)

Director, Division of Air Quality

(print title)

Date: 3/10/2021

EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

SIGNED

Borough of Mountain Lakes
(print Grantee's name; all capitals)

By: _____
(signature)

Mitchell Stern
(Print name)
Borough Manager
(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY
By: The DEP

By: _____
(signature)

Paul Baldauf, P.E.
(print name)
Assistant Commissioner, Air Quality, Energy & Sustainability
(print title; Commissioner or authorized delegate)

Date: _____

II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the Department to award this grant and enter into this agreement, agrees and warrants, on behalf of itself and any subcontractors retained pursuant to this agreement, that it shall comply with all applicable Federal, State, and municipal laws, rules, regulations, and written policies in the performance of this agreement. Failure to comply with such laws, rules, regulations, and policies shall constitute a material breach of this agreement and be grounds for its termination. The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

A. Prevailing Wage Act

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., is hereby made part of this agreement, if within the contemplation of the Act. If applicable, the Grantee represents and warrants that neither it, nor any subcontractors it might employ to perform the work covered under this agreement, have been suspended or debarred by the Commissioner, Department of Labor and Workforce Development, for violation of the provisions of the Prevailing Wage Act. The Grantee further represents and warrants that both it and any subcontractors it might employ to perform the work covered under this agreement shall comply with the provisions of the Prevailing Wage Act, where required.

If applicable:

1. All workers shall be paid not less than the prevailing wage rate as designated by the Commissioner of Labor and Workforce Development or its duly authorized representatives. State wage rates may be obtained from the New Jersey Department of Labor and Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor and Workforce Development's website at: http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html. The State wage rates in effect at the time of this award are part of this agreement, pursuant to N.J.S.A. 34:11-56.25 et seq.
2. If it is found that any worker employed by the Grantee or any subcontractor covered by said agreement, has been paid a rate of wages less than the prevailing wage required to be paid by such agreement, the Department may terminate the Grantee's or its subcontractors' right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and may prosecute the work to completion or otherwise. N.J.S.A. 34:11-56.27.

B. Diane B. Allen Equal Pay Act

Pursuant to N.J.S.A. 34:11-56.14(a), a Grantee providing "qualifying services", as defined therein, to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category.

Pursuant to N.J.S.A. 34:11-56.14(b), a Grantee performing "public work", as defined therein, for the State or any agency or instrumentality of the State shall provide the Commissioner, through certified payroll records required pursuant to N.J.S.A. 34:11-56.25 et seq., information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the agreement, throughout the duration of the agreement, with an update to the information whenever payroll records are required to be submitted.

For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

C. Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48 et seq., all Grantees and subcontractors must first be registered with the New Jersey Department of Labor and Workforce Development. The Grantee represents and warrants that neither it, nor any subcontractors it might employ to perform the work covered under this agreement, have been suspended or debarred by the Commissioner, Department of Labor and Workforce Development, for violation of the provisions of the Public Works Contractor Registration Act. The Grantee further represents and warrants that both it and any subcontractors it

might employ to perform the work covered under this agreement shall comply with the provisions of the Public Works Contractor Registration Act, where required. Any questions regarding the registration process can be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

D. Laws Against Discrimination

The Grantee or subcontractor, where applicable, shall not discriminate, and shall abide by all anti-discrimination laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and all rules and regulations promulgated pursuant thereto, as amended and supplemented from time to time, including but not limited to, N.J.A.C. 17:27-1.1, et seq. Other laws may impose additional non-discrimination requirements with which the Grantee must comply. These laws include, but are not limited to, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Title VII of the Civil Rights Act of 1964; and the Fair Housing Act.

The Grantee shall comply with all applicable provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

E. Laws Prohibiting Solicitation

If applicable, the Grantee represents and warrants that: (1) no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15; and (2) it has neither made nor knows of any payments or gratuities made in violation of N.J.S.A. 52:34-19.

F. The Worker and Community Right to Know Act

The Grantee and any subcontractors it might employ to perform work covered under this Agreement shall comply with the provisions of N.J.S.A. 34:5A-1 et seq., if applicable, which require the labeling of all containers of hazardous substances.

G. Licenses and Certifications

The Grantee warrants that it will obtain and maintain during the term of this agreement all licenses, certifications, authorizations, or any documents required by the Federal, State, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the Department of any disciplinary action or change in the status of any license, permit, or other authorization required by law or this agreement.

H. Federal and State Documents Incorporated by Reference

The following documents are, by this reference, requirements incorporated as standards and procedures used by the Department and made part of this agreement, as applicable:

1. United States Office of Management and Budget ("OMB") Guidance for Grants and Agreements (2 CFR Parts 25, 170, 175, 176, 180, 182, 200);
2. Federal Agency Regulations for Grants and Agreements (e.g. 2 CFR Part 1500 for the U.S. E.P.A.);
3. Federal Agency Regulations (e.g. 40 CFR for the U.S. E.P.A.); and
4. Appendix XI to Part 200 – Compliance Supplement (2 CFR Pt. 200, App. XI)
5. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid; and,
6. State Grant Compliance Supplement, available at:
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.

I. Miscellaneous

The Grantee represents and warrants that, if applicable:

1. it is and will remain in full compliance with N.J.S.A. 14A:13-1 et seq. and N.J.S.A. 15A:13-1 et seq. (both regarding out- of-state corporations); and,

2. it is and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts).

III. Insurance

The Grantee shall maintain, in force for the term of this agreement, insurance as provided herein. The coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey with an A-VIII or better rating by A.M. Best & Company, or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. The certificates of insurance shall indicate the grant number and title of the grant in the "Description of Operations" box. All policies must be endorsed to provide thirty (30) days' written notice of cancellation or material change to the Department at the following address: PO Box 420, 428 East State Street, 4th Floor, Trenton, NJ 08625-0420. If the Grantee's insurer cannot provide thirty (30) days written notice, then it will become the obligation of the Grantee to provide same. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Renewal certificates shall be provided within thirty (30) days of the expiration of the insurance. No payments shall be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include the State of New Jersey as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent. The policy shall include coverage for contractual liability and products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Automobile Liability Insurance, which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per accident as a combined single limit. The State of New Jersey must be named as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent when the services being procured involve vehicle use on the State's behalf or on State controlled property.
- C. Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than: (i) \$1,000,000 Bodily Injury, Each Occurrence; (ii) \$1,000,000 Disease Each Employee; and (iii) \$1,000,000 Disease Aggregate Limit.
- D. These amounts may be raised when deemed necessary by the Department.

IV. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages) arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage.

The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but

not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee. The Grantee's indemnification and liability set forth herein is not limited by but is in addition to the insurance obligations contained in Section III above.

In the event of a patent and copyright claim or suit, the Grantee, at its option and sole expense, may (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the expended grant amount less a reasonable allowance for use that is agreed to by both parties.

This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

V. Assignments and Subcontracts

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, in whole or in part, except as may be provided for in this agreement or with the express written approval of the Department. Such approval, if granted, shall not relieve the Grantee of any of its responsibilities under this agreement. If the Grantee utilizes a subcontractor, the following shall apply:

- A. The Grantee shall submit to the Department a completed copy of Attachment D - Subcontractor List. The Grantee shall have a continuing obligation to update Attachment D - Subcontractor List during the course of this agreement. A complete and accurate list shall be submitted to the Department before final payment is made.
- B. The Grantee shall secure from the subcontractor and shall submit to the Department a copy of the subcontractor's New Jersey Business Registration Certificate.
- C. The Grantee shall be responsible for the subcontractor's performance, compliance with all applicable terms, conditions and requirements of this agreement, and compliance with all applicable laws.
- D. The Grantee shall ensure that any subcontract(s) entered into under this agreement meet(s) all applicable Federal requirements including, but not limited to, those delineated in 2 CFR Parts 25, 170, 175, 176, 180, 182, 200 and Appendix II to Part 200.
- E. The Grantee shall be responsible for any claims arising out of any subcontract hereunder, and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third-parties, which may arise under or as a result of the subcontract.
- F. If applicable, the Grantee shall provide, on a monthly and cumulative basis, a breakdown in accordance with the Approved Project Budget, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, PO Box 628, Trenton, NJ 08646.
- G. Nothing contained in the Grantee's application or this agreement shall be construed to create a contract or privity of contract between the Department and any of the Grantee's contractors or subcontractors.

VI. Availability of Funds

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The Grantee recognizes and agrees that both the initial provision of funding and any continuation of such funding under this agreement are expressly dependent upon the availability to the Department of funds appropriated by the State Legislature, Federal revenue, or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the unavailability of funds or the State Legislature's failure to appropriate the necessary funds.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in a manner consistent with all applicable Federal and State requirements. All applicable Federal and State requirements shall be incorporated into any subcontracts under this agreement. Adherence to the standards contained in those applicable Federal and State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with Federal or Department funds, or whose cost was charged to a project supported by Federal or Department funds, shall be utilized and disposed of in a manner consistent with State and/or Federal requirements, as applicable.

IX. Method of Payment

A. Payment under this agreement will be made upon submission by the Grantee of a properly executed Expenditure Report (Attachment B-1) and all invoices, bills, and other documents necessary to justify the payment.

1. If authorized, advance payment will be made to the Grantee upon the execution of this agreement by the Department and Grantee's submission of a properly executed Expenditure Report (Attachment B-1).
2. Progress payments shall be made by the Department on a periodic basis only upon receipt of a properly executed Expenditure Report (Attachment B-1) and receipt of the required financial and narrative reports described in Section XVI of the General Terms and Conditions - Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures.
3. All or a portion of the grant may be withheld by the Department pending receipt of any required final report(s).

B. Unless otherwise specified in this agreement, all Expenditure Reports must be submitted by the Grantee no later than thirty (30) days after the end of the Work Period.

C. The Department shall withhold payment of any costs improperly incurred for failure to comply with the Scope of Services, State or Federal law, as applicable, or the terms and conditions of this agreement.

D. Grantee may not use any grant funds to satisfy any obligation arising outside the Work Period of this agreement.

X. Interest

A. The Grantee is required to deposit any advance payments received hereunder in insured accounts, whenever possible. The Grantee must maintain advance payments in interest-bearing accounts, unless this agreement is Federally-funded and one of the following applies:

1. The Grantee receives less than \$120,000 in Federal awards per year.
2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
4. A foreign government or banking system prohibits or precludes interest bearing accounts.

B. If this agreement is Federally-funded, interest up to \$500 per year may be retained by the Grantee for administrative expense; any interest above \$500 per year must be remitted on a quarterly basis to the Department for return to the Federal government. If this agreement is funded by the State, interest above \$250 per year shall be reported to the Department but may be retained by the Grantee unless otherwise provided pursuant to this agreement.

XI. Allowable Costs

- A. Use of Funds - Grant funds are to be used solely for the purpose(s) described in the approved project Scope of Services appended to this agreement (Attachment A) and may not be used to satisfy any obligation arising outside the Work Period of this agreement. Reimbursement may be obtained only for costs described in the Approved Project Budget appended to this agreement (Attachment B). The Grantee shall follow and comply with all applicable State and Federal laws governing the use of grant funds and shall not utilize grant funds to undertake any activity for any purpose other than as set forth in this agreement.
- B. Disallowed Costs - Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails to timely return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. The interest shall continue to accrue while any appeal is underway. If the Grantee is successful in its appeal, the accrued interest will be canceled.

XII. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements associated with this agreement or the source of funding, then, regardless of whether Federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with Federal and State requirements.

XIII. Program Income

"Program income" means gross income earned by the Grantee that is directly generated from agreement-supported activities or earned as a result of the grant award during the Work Period. Such earnings include, but are not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the grant award, the sale of commodities or items fabricated under the grant award, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant award funds.

Unless otherwise specified in this agreement, program income shall be anticipated to the extent possible and included in the Approved Project Budget (Attachment B) to offset the Total Project Amount. Program income that the Grantee did not anticipate at the time of the grant award must be used to reduce the grant award rather than increase the funds committed. The Department may negotiate agreement(s) with the Grantee regarding appropriate use of program income earned after the Work Period, as part of the Grant Closeout Procedures in Section XX of this Part.

However, all program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under this agreement shall inure to the State pursuant to Subsection XXV(E) of this Part.

XIV. Special Grant Conditions for "High Risk" Grantees

- A. A Grantee may be considered "high risk" if the Department determines that a Grantee:
1. Is not financially stable;
 2. Has a history of unsatisfactory performance;
 3. Has failed to comply with the terms and conditions of previous grant awards;
 4. Has a financial management system that fails to meet the standards set forth in Section XV of this Part, below; or
 5. Is not otherwise responsible.

The Department may also consider prior audit findings, the Grantee's management of prior grant awards, the extent to which any previously awarded grant funds will be expended prior to future awards, and the Grantee's ability to effectively implement statutory, regulatory, or other requirements applicable to performance under this agreement.

- B. The Department may impose additional, specific, conditions upon Grantees that it considers to be “high risk.” Such conditions or restrictions shall correspond to the high risk condition, and may include:
 - 1. Requiring payments as reimbursements rather than advance payments;
 - 2. Withholding authority to proceed to the next phase of a project until receipt of evidence of acceptable performance within a given period;
 - 3. Requiring additional, more detailed financial reports;
 - 4. Requiring additional project monitoring;
 - 5. Requiring the Grantee to obtain technical or management assistance; or
 - 6. Establishing additional prior approvals.

- C. Should the Department decide to impose such conditions, the Department shall notify the Grantee as soon as possible, in writing, as to:
 - 1. The nature of the special condition(s)/additional requirement(s);
 - 2. The reason(s) why the special condition(s)/additional requirement(s) are being imposed;
 - 3. If applicable, the corrective actions necessary to remove the special condition(s)/additional requirement(s), and the time allowed for completing such actions; and,
 - 4. The method by which the Grantee may request reconsideration of the additional requirements imposed.

- D. The Department shall promptly remove any special condition(s)/additional requirement(s) once the conditions that prompted them have been corrected.

XV. Financial Management System

- A. The Grantee shall be responsible for maintaining an adequate financial management system, which shall provide for:
 - 1. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.
 - 2. Accurate, current, and complete disclosure of the financial results of each project, agreement, or contract. For Federally-funded agreements, such disclosures shall be made in accordance with the reporting requirements set forth in 2 CFR 200.327 and 2 CFR 200.328.
 - 3. Records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation.
 - 4. Effective internal and accounting controls over, and accountability for, all funds, property, and other assets. The Grantee must adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 - 5. Comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B - Approved Project Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information.
 - 6. Accounting records that are supported by source documentation.
 - 7. Written procedures that minimize the time elapsing between the transfer of funds from the Department and the disbursement by the Grantee and, for Federally-funded agreements, implement the requirements of 2 CFR 200.305.
 - 8. Written procedures for determining reasonableness, allowability, and allocability of costs, consistent with the provisions of State and Federal requirements, as applicable, including Subpart E of 2 CFR 200 – Cost Principles, the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, and the terms and conditions of this agreement.

- B. By execution of this agreement, the Grantee warrants and certifies that its accounting system meets the standards set forth herein and, for Federally-funded agreements, is consistent with Subpart E of 2 CFR 200 – Cost Principles,

supports the accumulation of costs as required by those principles, and provides for adequate documentation to support costs charged to this agreement. Notwithstanding, the Department may require the submission of a Statement of Adequacy of Accounting System, to be made as an attachment to this agreement. A Statement of Adequacy of Accounting System is is not required as part of this agreement.

- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's system does not meet the standards described in Subsection A of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

XVI. Financial and Performance Reporting

- A. Attachment B - Approved Project Budget, is the approved financial plan to carry out the purpose of this agreement. The budget shall be itemized to disclose specifically the agreement tasks and project activities to be funded.
- B. The Grantee shall submit Expenditure Reports (Attachment B-1) on a periodic basis, as required, which compare actual expenditures with the Approved Project Budget (Attachment B). Expenditure Reports must be certified by the Grantee's Financial Officer.
- C. The Grantee shall submit performance reports on a periodic basis, as required. Performance reports shall present the following information for each task under this agreement:
1. a comparison of actual accomplishments to the objectives established in Attachment A - Scope of Services
 2. reasons why established goals were not met or tasks were not completed as scheduled, if appropriate; and
 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- Performance reports shall include all available and relevant, quantitative data pertaining to production of project work units, completion of agreement tasks, and actual costs for each unit or task. Additionally, performance reports for Federally-funded agreements shall be completed in accordance with 2 CFR 200.328.
- D. The Grantee shall submit final Expenditure and performance reports on its overall performance under this agreement.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement.
- G. If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

XVII. Monitoring Performance

- A. The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments A - Scope of Services.
- B. The Grantee shall inform the Department as soon as any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
1. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and

- 2. Favorable developments or events which enable meeting time schedules and goals sooner or at less cost than anticipated, or producing more or different beneficial results than originally planned.
- C. The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.
- D. If the Grantee is not performing satisfactorily, the Department may require remedial measures necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

XVIII. Audit Requirements

- A. All agreements are subject to audit by the State, including by the State Comptroller and the Department. This agreement may be audited at the discretion of the State up to seven (7) years after the date of last payment under this agreement. Any such audit shall be made in accordance with applicable Federal and State requirements, and as to whether the Grantee has complied with Federal and State statutes, regulations, and the terms and conditions of any award. The Grantee shall comply with applicable Federal and State requirements for auditees.
- B. If the Grantee expends a total of \$750,000 or more in Federal financial assistance or State financial assistance within the Grantee's fiscal year, the Grantee must have an annual single audit or program-specific audit performed in accordance with Subpart F of 2 CFR Part 200 – Audit Requirements, and State Policy.

Grantees that expend less than \$750,000 in Federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or Federal financial assistance within their fiscal year must have either a financial statement audit or a program-specific audit performed in accordance with Generally Accepted Government Auditing Standards, Subpart F of 2 CFR Part 200 – Audit Requirements, and State Policy.

- C. Where an audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- D. Copies of all audit reports involving this agreement must be sent to the Department's Internal Audit Unit at PO Box 420, 428 East State St, Trenton, NJ 08625-0420 and the Granting Agency identified in Section I of this agreement, Grant Award Data and Signatures.
- E. The provisions of this Section XVIII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XIX. Grant Agreement Amendment

If the Grantee wants to amend this grant, they must submit a written request to the Grant Officer designated in Section VIII of Attachment A - Agreement Amendment. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be executed by authorized representatives of both parties in the same manner as this agreement, unless the amendment is of the types described in subparagraphs A, B, C, or D below. If the amendment is of the types described in subparagraphs A, B, C, or D below, then the Grant Officer may execute the amendment form by signing same in the designated place, and execution by authorized representatives of the Grantee or Department will not be required. However, any amendment to the Scope of Services, including but not limited to any increase in the amount of the Approved Budget, must be memorialized by a completed amendment form, executed by authorized representatives of both parties.

- A. The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total agreement amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, Work Period, objective, or deliverables, and, for Federally-funded agreements, provided that such costs are allowable and that the

transfer would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal Law. If the total agreement amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500.

1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular final cost objective or that can be directly assigned to activities relatively easily with a high degree of accuracy.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the Approved Project Budget and the Scope of Services so that they fairly reflect anticipated project expenditures and progress if:
1. The Department notifies the Grantee that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
 2. The Department notifies the Grantee at least thirty (30) days in advance of any reduction,
 3. After consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 4. The Department considers the Grantee's fixed costs when making any reduction.
- C. The Grant Officer may approve no-cost time extensions to the Work Period or the due date of the final report in increments of six months or less, but not beyond any applicable time period for expending the source of funding. Written justification and documentation evidencing the need to extend the Work Period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the Work Period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Grant Officer may approve proposed Grantee substitutions to the personnel and/or subcontractors identified and approved for this agreement, provided that, for Federally-funded agreements, the substitution would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal Law. The Grantee must submit a written request to the Department which includes:
1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 2. Vitae/credentials which demonstrate that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 3. A declaration that the substitution will be provided at no additional cost to the State.

XX. Closeout Procedures

The closeout of this project shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the following steps:

- A. The Grantee shall submit all reports as required and within the timeframes prescribed by this agreement. The Department may permit extensions when requested in writing by the Grantee;
- B. Extensions to the due date of the final report shall be made in accordance with Section XIX of the General Terms and Conditions – Grant Amendment.
- C. Unless otherwise specified, the Grantee shall, within thirty (30) days of the end of the Work Period, liquidate all obligations incurred under this agreement.
- D. The Grantee shall, within thirty (30) days of the end of the Work Period, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Approved Project Budget (Attachment B).
- E. The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department, within thirty (30) days after the request.

- F. The Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from an audit conducted in accordance with Section XVIII of this Part – Audit Requirements.
- G. The Grantee shall account for any property acquired with agreement funds or received from the Department in accordance with Section VIII of this Part - Property Management Standards.
- H. The Department may negotiate agreement(s) with the Grantee regarding appropriate use of program income earned after the Work Period.
- I. The Grantee shall comply with any additional closeout procedures, Federal or otherwise, applicable to this agreement, and/or identified by the Department as necessary.
- J. The Department retains the right to request any additional information necessary to close out this project and may retain any final payment until closeout procedures are completed on the part of the Grantee.

XXI. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XXI, Termination, Expiration, and Suspension.
 - 1. Termination - The "termination" of this agreement shall mean the cancellation of assistance, in whole or in part, any time prior to the end of the Work Period.
 - 2. Expiration Date - The "expiration date" of this agreement is the date upon which the parties have fully performed under this agreement, or any applicable timeframe for expending the source of funding has expired.
 - 3. Suspension - The "suspension" of this agreement shall mean a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision by the Department to terminate this agreement.
- B. Notwithstanding any provision or language in this agreement to the contrary, the Department may terminate this agreement at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the Grantee.
- C. If the Grantee fails to comply with any term, condition, requirement, or provision of this agreement, or fails to make sufficient progress so as to reasonably ensure completion of performance within the time frames set forth in this agreement, the Department may (1) suspend this agreement and withhold further payments; (2) prohibit the Grantee from incurring additional obligations of grant funds pending corrective action; or (3) decide to terminate this agreement, in whole or in part, upon ten (10) days written notice, in accordance with Subsection (d), below.
- D. If the Department suspends or terminates this agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee which cannot be canceled for commitments made prior to the effective date of such suspension or termination, not in anticipation of it, and which would have been allowable had this agreement not been suspended or terminated. Additionally, the Department may, at its sole discretion, allow Grantee to incur additional costs that could not be reasonably avoided.
- E. The Department and the Grantee may terminate this agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions, including the date on which the termination shall take effect and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- F. The closeout procedures described in Section XX of this Part - Closeout Procedures, shall apply in all cases of termination of this agreement.

XXII. Access to Records

- A. The Grantee agrees to make available to the Department, the Office of the State Comptroller, any other State auditor, and any of their duly authorized representatives, and, for Federally-funded agreements, any Federal agency whose funds are expended in the course of this agreement, Inspectors General, and the Comptroller General of the United States, and any of their duly authorized representatives, such pertinent records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations under this agreement.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent certified public accountants or municipal accountants hired by the Grantee to perform such audits.
- E. The provisions of this Section XXII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XXIII. Record Retention

- A. The Grantee shall retain records relevant to this agreement, including but not limited to, financial and programmatic records, supporting documents, and statistical records, for a period of seven (7) years from the date of last payment under this agreement, or such longer period as any applicable State or Federal statute may require, except:
 - 1. If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - 2. Records for nonexpendable property acquired with Federal or Department funds shall be retained for seven (7) years after final disposition.
 - 3. When the Grantee is notified in writing by the Department to extend the retention period.
- B. The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.
- C. The provisions of this Section XXIII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XXIV. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency, or of the municipality or county, authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution, or authorization is received.
- C. If the Grantee is neither a government agency nor a corporation, and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action, which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

XXV. Miscellaneous Provisions

- A. **Governing Law:** It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. **Conflict of Terms:** In the event of any conflict, the order of precedence shall be: (1) the General Terms and Conditions of this agreement; (2) any State Agency application form or specific correspondence describing the project and/or soliciting a Grantee proposal; and (3) the Scope of Services (Attachment A). However, consistency with State and Federal law, as applicable, shall always have precedence in any conflict with the terms of this agreement.
- C. **Performance:** The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by this agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- D. **Disclaimer of Agency Relationship:** The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in this agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- E. **Intellectual Property Rights:** If the Grantee, in the course of its duties under this agreement, develops any invention, apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same, subject to any Federal interest, as applicable. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- F. **Captions and Headings:** Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- G. **Severability:** If any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- H. **Entire Agreement:** The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement, which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- I. **Successors and Assigns:** This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assignee of the Grantee.
- J. **Counterparts:** This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which, taken together, shall constitute one and the same instrument.
- K. **Notices:** All notices, certificates, and other documents ("notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement (General Terms and Conditions, Section 1- Grant Award Data and Signatures), by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and, if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.

- L. Waiver of Breach: A waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- M. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- N. Waiver of Jury Trial: In the event of litigation, the Grantee waives any right it may have to a trial by jury.
- O. Change in Tax Status: Unless a government agency, the Grantee shall notify the Department immediately should there be any change or expected change in the Grantee's tax status as recognized by the U.S. Internal Revenue Service.
- P. Change in Ownership: If, during the term of this agreement, the Grantee shall merge with or be acquired by another entity, change or dissolve its business or corporate structure, or otherwise change ownership, the Grantee shall provide notice to the Department in the manner provided by this agreement within thirty (30) days of said change, and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this Subparagraph shall constitute cause for termination in accordance with Section XXI of the General Terms and Conditions -- Termination, Expiration and Suspension.
- Q. Applicability of Provisions Excluded from the Agreement: Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

XXVI. Additional Provisions:

- | | | |
|---|------------------------------|--|
| A-1. Additional Provisions for Federally Funded Agreements | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| A-2. [Reserved for Future Use] | | |
| A-3. U.S. Environmental Protection Agency Funded Agreements | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| A-4. Community Development Block Grant (CDBG) Funded Projects | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |
| A-4-A. CDBG Non-Disclosure Agreement | <input type="checkbox"/> yes | <input checked="" type="checkbox"/> no |

**GRANT AGREEMENT
BETWEEN
Borough of Mountain Lakes
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: AQ21-051

SCOPE OF SERVICES

The Scope of Services for this agreement incorporates the Grantee's proposal, and any modifications, amendments, and additions thereto, as approved by the Department.

The Department has received funding from the Volkswagen Mitigation Trust to implement actions to counter the air quality impacts of the excess NOx emissions resulting from the use of defeat devices. The initial allocation to New Jersey is \$72.2 million. New Jersey may allocate up to 15% of their funds for light duty zero emission vehicle fueling and charging infrastructure.

The Grantee is a government entity participating in It Pay\$ to Plug In NJ's Electric Vehicle Charging Grant Program that provides grants to offset the cost of the acquisition, installation, operation, and maintenance of electric vehicle charging stations. This program is designed to expand New Jersey's growing network of electric vehicle infrastructure, allowing residents, businesses, and government agencies to purchase and drive electric vehicles. Electric vehicles dramatically reduce vehicle emissions and improve air quality for everyone.

Pursuant to the terms of this agreement, the Department shall reimburse the Grantee for up to 100% of the total project not to exceed up to \$8,000.00 for eligible acquisition, installation, operation, and maintenance costs associated with 1 Dual-port Level 2 Charging Stations to be installed at the public project at 400 Boulevard, Mountain Lakes NJ 07046.

The Department shall reimburse the Grantee for its purchases only after the submission of a Reimbursement Request form, along with payment receipts detailing the costs of the acquisition, installation, operation, and maintenance of the charging station(s). Grantee shall make all purchases and complete all work prior to the expiration of the Work Period of this agreement, in accordance with all applicable State and Federal procurement and public works requirements. The Grantee shall ensure that all subcontracts executed in furtherance of this agreement contain all required terms and conditions, as specified herein. The Grantee shall submit the Reimbursement Request Form by the end of the Work Period, payment receipts, and a complete and accurate Subcontractor List (Attachment D) no later than 21 days after the expiration of the Work Period.

Although the Department will reserve funding for each application approved, reimbursement will occur only after the work has been completed in a manner that satisfies the It Pay\$ to Plug In: NJ's Electric Vehicle Charging Grant Program criteria and the charging station(s) has been placed in service. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the Department's sole discretion. The Grantee may be asked to provide access to the charging stations for site visits to verify installation.

Under no circumstances shall the Department reimburse the Grantee for: (1) an amount greater than that documented by the payment receipts; or (2) an amount greater than \$8,000.00. Reimbursement is contingent upon availability of funding.

Project Requirements:

Grantee has certified that he or she is in compliance or will comply with all of the requirements set forth in the Application Form, Certification Checklist, and Deadlines Acknowledgment.

Grantee also certifies that it has fully complied with all applicable State and Federal requirements including, but not limited to, those regarding procurement and anti-discrimination, in all activities performed in anticipation of or as part of its application for this award.

Grantee must comply with all applicable requirements of the Air Pollution Control Act at N.J.S.A. 26:2C-1 through -25.2 and the Air Pollution Control Act Regulations, specifically, N.J.A.C. 7:27-1.1 through 1.39, and 7:27A-3.1 through -3.12.

Grantee must submit their charging stations to the Alternative Fuels Data Center's Alternative Fueling Station Locator at <https://afdc.energy.gov/stations/#/station/new> prior to reimbursement.

Funding for the installation of the electric vehicle charging stations described in this grant agreement shall not be used to satisfy or substitute for or be credited against any Supplemental Environmental Project or other mitigation requirements established pursuant to an Administrative Consent Order or other enforcement agreement with the NJDEP or any other government entity. Grantee asserts that this instant grant is for the purchase of additional electric vehicle charging stations, and is in no way associated with an Administrative Consent Order or other enforcement agreement with the NJDEP or any other government entity.

The Grantee must provide usage data to the DEP Bureau of Mobile Sources in a .csv file (or any format requested by the Department) on a quarterly basis for a period of no less than five (5) years from the date of installation. Alternatively, the grantee shall allow the Department to obtain data directly from the network provider, if requested by the Department. The data that must be provided is included, but not limited to, the following:

- Unique ID for identifying the EVSE
- Charging data such as date and time of usage (start and stop times)
- Number of charging events
- Total energy (kWh) per charging event
- Total dollar amount charged to the user (if applicable)
- Malfunction or operating errors
- Percentage or length of time of station downtimes



Reimbursement Request Form

APPLICANT INFORMATION

Employer Name: _____

Mailing Address: _____

Contact Person: _____

Phone: _____

Email: _____

Grant Agreement Identifier: _____

Vendor ID Number: _____

Total Cost of Project: _____

I certify that the work was performed in accordance with the grant agreement terms and conditions.

CHARGING STATION INFORMATION

Make: _____

Model: _____

Serial Number(s): _____

Total amount for which you are requesting reimbursement: \$ _____

Please attach paid invoice(s) and proof of payment for the electric vehicle charging station equipment and/or installation costs.

Please complete and return to:

NJDEP, Bureau of Mobile Sources, Mail Code 401-02E, Trenton, NJ 08625-0420
 or scan documents and email to DriveGreen@dep.nj.gov.

 Grant Executor's Name

 Date

 Signature

**GRANT AGREEMENT
BETWEEN
Borough of Mountain Lakes
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: AQ21-051
APPROVED PROJECT BUDGET**

EXPENSE CATEGORY	TOTAL BUDGET	FEDERAL	STATE	GRANTEE "MATCH"	OTHER
A. Personnel Costs					
Salaries	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
B. Consultants and Subcontractors	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
C. Other Costs Specify					
▪ Purchase / Installation / Maintenance	\$ 8,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,000.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
D. Audit	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Subtotal Direct Costs	\$ 8,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,000.00
Less Program Income (enter as negative)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Direct Costs	\$ 8,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,000.00
Indirect Costs (indicate rate: 0.00%)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL PROJECT AMOUNT *	\$ 8,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 8,000.00

* Total Project Amount must equal the amounts indicated under I. Grant Award Data and Signatures, Source of Funds, "Total Approved Project Amount" (page 1)

TOTAL GRANT AMOUNT is the sum of "Federal" column for a total of \$
 the sum of "Federal" and "State" columns for a total of \$
 the sum of "Federal", "State" and "Other" columns for a total of \$ Up to 8000.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

**GRANT AGREEMENT
BETWEEN**

Borough of Mountain Lakes
(Name of Grantee)

**AND
THE STATE OF NEW JERSEY BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: AQ21-051

SUBCONTRACTOR LIST

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V(A) of the General Terms and Conditions, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V(A) of the General Terms and Conditions, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

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SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V(A) of the General Terms and Conditions, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

SUBCONTRACTOR'S NAME:
SUBCONTRACTOR'S ADDRESS:
SUBCONTRACTOR'S PHONE #:
TYPE(S) OF SERVICE(S) TO BE PROVIDED:
ESTIMATED VALUE OF SUBCONTRACT:
PERCENTAGE OF TOTAL GRANT AWARD:

If required by Section V(A) of the General Terms and Conditions, the Grantee shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate has previously been provided is attached to this agreement.

**GRANT AGREEMENT
BETWEEN
Borough of Mountain Lakes
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: AQ21-051**

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM*

If Grantee is a governmental agency, complete Section A. If Grantee is a non-governmental agency, complete Section B.

Section A: Governmental Agency

I am the CFO (Print title of Chief Financial Officer) of **Borough of Mountain Lakes** and, in this capacity, I will be responsible for establishing and maintaining the financial statements for the project. The accounting system that will be established and maintained for the purpose of this agreement will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information;
4. be integrated with a strong system of internal controls; and
5. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: _____ (signature)

_____ (print name)

Section B: Non-governmental Agency

I am a certified public accountant duly licensed public accountant and have been engaged to examine the financial statements of **Borough of Mountain Lakes** which will be maintained for the project.

In my opinion, the accounting system and internal controls in use to be established on _____ for this agreement are will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information; and
4. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: _____ (signature)

_____ (print name)

_____ (print title)

* This form must be completed as part of the agreement if required by Section XV(B) of the General Terms and Conditions

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

RESOLUTION 131-21

“RESOLUTION REQUESTING APPROVAL OF ITEM OF REVENUE AND APPROPRIATION UNDER N.J.S.A. 40A: 4-87 FOR THE 2021 SUSTAINABLE JERSEY GRANT IN THE AMOUNT OF \$2,000.00”

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount; and

NOW, THEREFORE, BE IT RESOLVED, that the Borough of Mountain Lakes hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$2,000.00 which item is now available as a revenue from:

Miscellaneous Revenues

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services-Public and Private Revenues Off-set with Appropriations:

Sustainable Jersey Grant

BE IT FURTHER RESOLVED, that the like sum of \$2,000.00 be and the same is hereby appropriated under the caption of:

(A) Operations – Excluded from “CAPS” Public and Private Programs Offset By Revenues - Sustainable Jersey grant

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 July 26, 2021.

Mitchell Stern, Acting Borough Clerk

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

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

RESOLUTION 132-21

**“RESOLUTION AUTHORIZING THE BOROUGH OF MOUNTAIN LAKES TO APPLY FOR A LOCAL EFFICIENCY
ACHIEVEMENT PROGRAM (LEAP) GRANT”**

WHEREAS, the State of New Jersey has appropriated \$10 million for Shared Services and School District Consolidation Study and Implementation Grants to assist local units with the study, development and implementation of new shared and regional services; and

WHEREAS, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

WHEREAS, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

WHEREAS, the Borough of Mountain Lakes and the County of Morris propose to enter into a shared services agreement, but face certain expenses associated with implementation that present a burden to the local units; and

WHEREAS, the purpose of this shared services agreement is to help cover costs associated with the Police Records Management System, which will benefit the residents of both participating local units; and

WHEREAS, the Borough of Mountain Lakes has agreed to be the lead agency in this program and will submit the application to DLGS on behalf of all participating units; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Borough of Mountain Lakes, that the Borough of Mountain Lakes does hereby join with the County of Morris in applying for a LEAP Implementation Grant in the amount of \$38,340.00 to support implementation of this shared service.

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 July 26, 2021.

Mitchell Stern, Acting Borough Clerk

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



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 803
TRENTON, NJ 08625-0803

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

April 22, 2021

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

Dear Mr. Stern:

Thank you for applying to the Shared Services Czars and Division of Local Government Services for a Local Efficiency Achievement Program (LEAP) Implementation Grant to support the Police Records Management System Shared Services Project. As you are aware, the LEAP Implementation Grant exists to support projects that demonstrate breadth of collaboration and innovation among New Jersey communities, and that have the potential to produce expansive and efficiency-generating shared services. We enjoyed learning about your project and appreciate your efforts toward increasing shared services in your community.

On behalf of Governor Phil Murphy, Lieutenant Governor and New Jersey Department of Community Affairs Commissioner Sheila Oliver, and the Shared Services Czars, we are pleased to inform you that after a thorough evaluation process, you are being awarded LEAP Implementation Grant funding in the amount of \$38,340 (Thirty Eight Thousand Three Hundred Forty Dollars). All proceeds from this grant are to be used exclusively for the purpose of implementing the Police Records Management System Shared Services Project.

Prior to disbursement of LEAP Implementation Grant funds, a grant agreement (attached) between the participants and the Division must be executed. Once received and reviewed, please execute the grant agreement and return one copy via email to: digs.leapgrant@dca.nj.gov no later than May 29, 2021. A fully executed copy of the agreement will be returned to you for your records. Following execution of the agreement, you may begin submitting for reimbursement of costs associated with your shared services project in accordance with the terms and conditions of the grant agreement.



Congratulations on embarking on a new shared services initiative. We look forward to providing assistance as you implement your shared services project and encourage you to continue to explore and expand your shared service initiatives in the future.

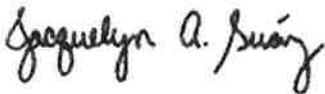
Sincerely,



Jordan Glatt
Shared Service Co-Czar



Nicolas W. Platt
Shared Service Co-Czar



Jacquelyn Suarez, Director
Division of Local Government Services

LEAP Challenge Grant / Statement of Work

Project Title:

Project Goal:

Scope of Work	Estimated Task Completion Date FY2020/2021											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Deliverable #4:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #5:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #6:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

****Add additional pages if necessary**

SECTION C: SCOPE OF WORK

LEAP Implementation Grant / Statement of Work												
Project Title:												
Project Goal:												
Scope of Work	Estimated Task Completion Date FY2020/2021											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Deliverable #1:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #2:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #3:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

SECTION B: LEAP IMPLEMENTATION GRANT AGREEMENT BUDGET

ONE-TIME IMPLEMENTATION EXPENDITURES

ACTIVITY/TASK	Project Total
Example: Internal Project Support Costs	\$
General Expenses:	
Technology Costs	
Re-Branding Costs	
Training	
Equipment Purchases – (Vehicles)	
RFP Preparation	
Advertising	
Mailing	
Capital Improvements –(Building Retrofit)	
TOTAL EXPENDITURES	\$

**LOCAL EFFICIENCY ACHIEVEMENT PROGRAM
IMPLEMENTATION GRANT AGREEMENT BETWEEN THE STATE OF NEW
JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF LOCAL
GOVERNMENT SERVICES**

AND

Mountain Lakes Borough

FY 2021/2022 GRANT # I-2021-2022-01

A grant contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections: A. Specific Terms and Conditions; B. Agreement Budget C. Work Plan; and D. Program Provisions. By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February 1998 (Last Amended April 2018). The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant.

RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to perform the activities and scope of work as described in, Section C. of this Grant Agreement. The provisions of this Grant Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs, Division of Local Government Services and the Recipient.

If this Grant Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT

By: *Mitchell Stern* DATE: *5/4/21*
(Grantee/Chief Administrative Officer)

NAME: *Mitchell Stern*
(Print)

**FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS APPROVAL ONLY:
DEPARTMENT FISCAL APPROVAL OFFICER CERTIFICATION:**

BY: _____
Jeannine DeHart, Administrative Analyst 4
Office of Fiscal Services

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT APPROVAL OFFICER:

BY: _____
Jacquelyn Suarez, Director
Division of Local Government Services

GRANT AGREEMENT DATA SHEET

PROJECT INFORMATION

FUNDING PROGRAM NAME: LEAP Implementation Grant

PROJECT TITLE: Police Records System

PROJECT AREA(S): Borough of Mountain Lakes and Morris County Communications Division

RECIPIENT INFORMATION

LEAD AGENCY LOCAL UNIT NAME: Mountain Lakes Borough

ADDRESS: 400 Boulevard, Mountain Lakes, NJ 07046

CONTACT INFORMATION: Mitchell Stern, Borough Manager

PARTICIPATING LOCAL UNIT NAME: Morris County Communications

ADDRESS: P.O. Box 900, Morristown, NJ 07963

CONTACT INFORMATION: Michael Peoples, Director

PARTICIPATING LOCAL UNIT NAME:

ADDRESS:

CONTACT INFORMATION:

STATE INFORMATION

DEPARTMENT: NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

DIVISION: Division of Local Government Services

ADDRESS: 101 South Broad Street, 2nd Floor, P.O. Box 803, Trenton, NJ08625

CONTACT PERSON: Laurie Ann Doyle

TELEPHONE NUMBER: (609) 292-4132

FUNDING AMOUNT AND SOURCE OF FUNDS

ACCOUNT NUMBER: 2021-495- 022-8030-667

AMOUNT: \$38,340

GRANT AWARD PERIOD

April 22, 2021 THROUGH: October 31, 2022

LENGTH OF AWARD PERIOD: 18 Months

LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: December 31, 2022

PURPOSE OF GRANT: This award will provide funding for Police Records System

SECTION A: SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of this LEAP Implementation Grant Agreement, the Recipient Grantee agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant Agreement provisions are detailed as follows:

THIS AGREEMENT is made by and between the STATE OF NEW JERSEY, DEPARTMENT OF COMMUNITY AFFAIRS, DIVISION OF LOCAL GOVERNMENT SERVICES, having offices at 101 South Broad Street, Trenton, NJ 08625-0800, hereinafter "DLGS" and "Municipality, County, Commission, School District or Authority" Lead Agency, Mountain Lakes Borough, located at 400 Boulevard, Mountain Lakes, New Jersey, 07046, hereinafter "Grantee."

WHEREAS, to advance the Shared Services Czars' mission to promote and implement Grantee service sharing, consolidation, and regionalization, the State of New Jersey, through DLGS, has established the Local Efficiency Achievement Program ("LEAP") Implementation Grant, making funding available statewide to support New Jersey local units' development and implementation of shared service projects across the State of New Jersey; and

WHEREAS, LEAP grants provide reimbursement for qualifying expenses incurred in the implementation of a local or regional service agreement, or for the coordination of programs and services authorized under the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65 et seq.; and

WHEREAS, LEAP Implementation Grant project criteria include advancing efficiency in the provision of services, improving operational effectiveness, reducing the cost of staff time associated with providing service, involving at least two governmental units, reflecting a documented commitment in the form of a certified governing body resolution from each participating local unit to proceed to implementation of the shared service, and identifying qualifying reimbursable one-time start-up costs associated with implementation of the shared service agreement; and

WHEREAS, LEAP Implementation Grant awards to eligible unit projects may be up to \$250,000 per project, which may count for up to a maximum of seventy-five (75%) percent of qualifying reimbursable one-time start-up costs associated with implementation of the shared service agreement; and

WHEREAS, the project known as Police Records System which will provide funding for Police Records System shared service agreement, between Borough of Mountain Lakes and Morris County Communications Division, has been selected for a LEAP Implementation Grant award.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE DLGS AND GRANTEE AGREE AS FOLLOWS:

1. **LEAP IMPLEMENTATION GRANT AMOUNT:** The DLGS awards a grant to Mountain Lakes Borough in the amount of \$38,340 for Police Records System.
2. The Grantee and all participating local units shall provide the following matching funds and/or in-kind services to the approved project: Police Records System.
3. **GRANTEE REPRESENTATION:** The Grantee hereby affirmatively certifies that:
 - A. The Grantee possesses legal authority to accept LEAP Implementation Grant funds and shall provide a resolution, motion or similar action duly adopted as an official act by the Grantee authorizing acceptance of the LEAP Implementation Agreement, including all supplementary provisions and assurances contained herein; and
 - B. The Grantee shall fully cooperate and make available to the DLGS information related to the LEAP Implementation Grant awardee project, results, techniques involved, and conclusions reached for purposes of publication or other use; and
 - C. The executed shared service agreement, if any, between participating local, county or regional government agencies shall remain up-to-date and enforced throughout the LEAP Implementation Grant Award period.

The Grantee agrees and attests that if any of the representations made by the Grantee under this paragraph are intentionally or willfully false or fraudulent, the DLGS may immediately declare the Grantee in default of this LEAP Implementation Grant Agreement, allowing for the remedies as provided for herein.

4. **LEAP IMPLEMENTATION GRANT GENERAL PROCESS AND PROCEDURES:**
The Grantee agrees as follows:
 - A. The Grantee shall provide sufficient funds, resources and necessary supplies and/or equipment above and beyond grant amount to complete implementation of the shared service project for which funding was awarded; and
 - B. The Grantee shall not utilize LEAP Implementation Grant funds to support salaries, fringe benefits, rent, utilities, telephone maintenance, general administrative costs, early retirement incentive programs or costs related to alcohol, out-of-DLGS or out-of-

country travel, prizes and awards, honoraria, lobbying expenses, fundraising events/expenses, grant-writing costs, fines and penalties, taxes, deficit funding and refreshments for meetings. If approved in advance, salaries are eligible during a limited transition period when the service is being implemented, but once the transition period is complete (no more than a three-year period) authorized salaries and other operating costs are local responsibilities; and

- C. The LEAP Implementation Grant Award \$38,340, Thirty eight thousand three hundred forty dollars, will be considered the maximum amount of assistance; the value of any time or other costs above the maximum grant amount approved by the LEAP shall not be reimbursable through LEAP; and
- D. The LEAP Implementation Grant Award project period for this shared service implementation project is from April 22, 2021 to October 31, 2022, hereinafter "Project Period Expiration Date." Liquidation of obligations under this LEAP Implementation Grant Agreement shall be completed by: December 31, 2022; and
- E. The Scope of Work Funded by the LEAP Implementation Grant Encompasses the activities delineated in Section C; and
- F. The Grantee hereby agrees to perform the work in the authorized Scope of Work in the manner and upon the terms therein specified; and
- G. Following execution of this LEAP Implementation Grant Agreement, the Grantee shall be permitted to move funds between authorized categories for eligible items without requesting prior approval from the DLGS; and
- H. The Grantee shall submit a Financial Status Report (FSR) Expense Report, Payment Voucher and Project Progress Report with each reimbursement payment request. Copies of fully executed purchase orders and cancelled checks (front and back) documenting expenditure of funds for which reimbursement is sought shall be included with reimbursement payment request. Reimbursement payment requests can be submitted at any time throughout the implementation project, however, must be submitted at least every three (3) months accompanied by a Project Progress Report. Reimbursement payments will be made via electronic transfer of funds to the account and financial institution identified by the Grantee in accordance with the Division's batch payment schedule. Reimbursement payment requests received more than two (2) months after the close of the fiscal year during which costs were incurred cannot be guaranteed. The LEAP Implementation Grant is a reimbursed-based program. No advance payments or drawdown of grant funds shall be provided; and

- I. The Grantee may request its final reimbursement payment at the conclusion the of approved project period set forth in subsection 3(d) above. The conclusion of the project cannot occur before the execution of the shared service agreement for which LEAP Implementation Grant funds were provided, except as otherwise provided in writing by the DLGS. Regardless of the date of the conclusion of the approved project period, a grant recipient must submit a final report documenting that all administrative responsibilities and required activities under the approved shared services project have been satisfactorily completed by the date of conclusion of the approved project period. The report must describe the benefits derived from the LEAP Implementation Grant Award and specify challenges or barriers confronted during implementation, savings realized, efficiencies achieved, quality of service improvement and the transferability of the project/program to other jurisdictions; and
- J. The Grantee shall comply with LEAP Implementation Grant Agreement stipulations, standards, or conditions; failure to do so could result in suspension of agreement, withholding of further grant payments, prohibition of additional obligations or project funds pending corrective action, disallowance of all or part of the cost associated with the noncompliance and termination of agreement or taking of other available legal remedies; and
- K. The LEAP Implementation Grant Award shall be considered closed upon full satisfaction of all conditions and covenants contained herein and upon closeout of the LEAP Implementation Grant Agreement by the DLGS; and
- L. The Grantee shall maintain and retain accounting and other grant-related records and information for the duration of the project funded by the grant, as required by applicable DLGS and local laws and regulations, for no less than two (2) calendar years. Such records shall be subject to examination, audit and inspection by the DLGS and/or other federal, DLGS, or local agency that has jurisdictional authority.

5. METHOD OF PAYMENT:

- A. Payment under this LEAP Implementation Grant Agreement will be made subsequent to submission by the Grantee of complete financial and performance reports, and all invoices, bills and other documents necessary to justify the payment. To receive payment, Grantee must certify and execute a request for reimbursement form and a State of New Jersey payment voucher.

- B. Progress payments are to be made on a periodic basis. Such payments shall be processed only upon receipt of the required financial and narrative reports. Payments are to be made in the form of reimbursement of documented expenditures.
 - C. The DLGS may withhold payment of any costs disallowed as improperly incurred under the terms, conditions and/or Scope of Work of this LEAP Implementation Grant Agreement.
6. **REPORTING OBLIGATIONS:** Extensions of reporting due dates may be granted upon written request to the DLGS. If reports are not submitted as required, the DLGS may, at its discretion, suspend payments under this or any other Grant Agreement entered into between the DLGS and the Grantee. If the Grantee has a history of unsatisfactory performance and/or the Grantee does not submit satisfactory reports, the DLGS may require additional and more detailed reports from the Grantee.
7. **PERFORMANCE MONITORING:** The Grantee must monitor continuously the performance under this agreement to assure that time schedules are being met, projected work by time periods is being accomplished, and other performance goals are being achieved as applicable and as defined in the approved Scope of Work. The Grantee must inform the DLGS of the following types of conditions which affect program objectives and performance as soon as they become known:
- A. Problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work by established time periods. Each disclosure is to be accompanied by a statement of the action taken, or contemplated, and any DLGS assistance needed to resolve the situation.
 - B. Favorable developments or events which enable time schedules and goals to be met sooner than anticipated.

The DLGS may, at its discretion, make site visits to:

- A. Review project accomplishments and management control systems.
- B. Audit the grant during implementation of the agreement.
- C. Provide such technical assistance as may be required.

8. **PROJECT REVISION AND MODIFICATION:**

A. The Grantee must make written application to the DLGS for approval of all proposed major changes to the funded project's scope, schedule or budget.

i. Major changes are defined as:

1. Any change which alters the scope of the funded project as described in the approved Scope of Work constitutes a major change.

2. Any change which delays the project period schedule specified in this Grant Agreement, by more than ninety days constitutes a major change.

ii. The Grantee must apply for authorization to undertake a major change at least twenty working days prior to the proposed change. The DLGS will review and comment on the application within 20 working days. The DLGS will issue all approvals for major changes in writing to the Grantee. Unapproved changes could result in the cancellation of the entire DLGS grant allocation for the project.

B. The DLGS may request changes in the Scope of Work to be performed by the Grantee. Such changes, including any increase or decrease in the amount of the project budget, which are mutually agreed upon between the DLGS and the Grantee, must be incorporated in formal written amendments to this agreement.

C. The DLGS may reduce the grant budget and the Scope of Work of this agreement if:

i. The DLGS notifies the Grantee that the Grantee is making program expenditures and/or progress at a rate which, in the judgment of the DLGS, will result in substantial failure to expend the grant amount or fulfill the purposes of the grant; and

ii. After consultation, the Grantee is unable to develop to the satisfaction of the DLGS a plan to rectify its low level of program expenditures or progress; and

iii. The DLGS, upon thirty-days' notice to the Grantee, reduces the grant amount so that the revised grant amount fairly projects program expenditures and progress over the agreement period. This reduction must take into account Grantee's fixed costs.

9. **TERMINATION, SUSPENSION AND EXPIRATION:** The following definitions apply for the purposes of this Section:

- A. Termination - The termination of this Grant Agreement means the cancellation of assistance under an agreement at any time prior to the Project Period Expiration date. Funded activities should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the DLGS to stop for good cause.
- B. Suspension - The suspension of this Grant Agreement means a temporary cessation of DLGS support or assistance pending corrective action by Grantee or pending a decision to terminate the agreement by the DLGS. Project activities should stop unless the Grantee wants to continue at its own expense and is not otherwise required by the DLGS to stop for good cause.
- C. Project Period Expiration - The expiration of the Project Period of this agreement is the automatic deadline when all work must be complete in order to be eligible for DLGS support or assistance absent a formal written amendment to this agreement executed by both parties. All allowable project costs must be expended by the Project Period Expiration Date. The DLGS will not reimburse any project-related costs expended beyond the Project Period Expiration Date.
- D. If the Grantee has not begun to implement the approved Scope of Work by the first anniversary of the effective date of the Grant Agreement, the DLGS may terminate this Grant Agreement.
- E. If the grantee fails to submit any required reports for two successive reporting periods, the DLGS may terminate the LEAP Implementation Grant.
- F. Should the Grantee fail to comply with the stipulations or conditions contained in this agreement, the DLGS may, upon notice to the Grantee, suspend the Grant Agreement and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C of this section. The DLGS may allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that this action is compliant with the governing law and regulations.
- G. If the Grantee fails to comply with stipulations or conditions contained in this agreement, the DLGS may terminate the grant. The DLGS must promptly notify the Grantee, in writing, of the determination with reasons for the termination. Termination becomes effective 30 days after the grantee is notified of termination except when the grantee comes into compliance with all stipulations and conditions of this agreement by the end of the 30th day.

10. **ACCESS TO RECORDS:** The Grantee agrees to make available to the DLGS, or any federal agency whose funds are expended in the course of this agreement, or any of their duly authorized representatives, pertinent accounting records, books, documents, papers as may be necessary to monitor and audit Grantee operations in accordance with single audit and other governing audit standards. All visitations, inspections, and audits, including visits and requests for documentation in the discharge of the DLGS's responsibilities, as a general rule, provide for prior notice when reasonable and practical; however, the DLGS retains the right to make unannounced visitations, inspections, and audits as deemed necessary. The DLGS reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent Certified Public Accountants or licensed public accountants hired by the Grantee to perform such audits.

11. **RECORDS RETENTION:**

A. Financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to the agreement must be retained for a period of two years from the expiration of the grant with the following qualification: if any litigation, claim, or audit is started before the expiration of the two-year period, the records are to be retained until all litigation, claims, or audit findings involving the records have been resolved, or three years from grant expiration, whichever is later. The retention period starts from the date of submission of the final expenditure and performance report.

B. The DLGS may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continually needed for joint use.

12. **AUTHORIZATIONS AND APPROVALS:** Unless specifically stated otherwise, wherever this agreement requires the written approval or authorization of the DLGS, that approval or authorization must be given in writing by the Director of Local Government Services or her designee.

13. **FINANCIAL MANAGEMENT SYSTEM:**

- A. The Grantee is responsible for maintaining an adequate financial management system. The Grantee must notify the DLGS if the Grantee cannot comply with the requirements established in this section.
- B. Grantee financial management system must provide for:
 - i. Accurate, current, and complete disclosure of the financial results of each program or contract.
 - ii. Records that adequately identify the source and application of funds for DLGS-supported activities. These records must contain information pertaining to the disposition of all DLGS assistance received for the project, as well as any other grants, contributions, gifts or donations for the project.
 - iii. Effective internal and accounting controls over all funds, property, and other assets. The Grantee must safeguard all assets and assure that they are used solely for authorized purposes.
 - iv. Submission of periodic financial reports detailing authorized expenditures to date and supported by appropriate documentation.
 - v. Procedures for determining reasonableness, allowability, and allocability of costs.

14. AUDIT REQUIREMENTS - GRANTS OVER \$100,000:

- A. All State agencies which disburse federal grants, State grants or State Aid funds to recipients which expend \$750,000 or more in State or federal financial assistance within their fiscal year, must require that these recipients have annual organization-wide audits performed in accordance with the revised Single Audit Act, OMB Circular No. A-133, and State Policy.
- B. All State agencies which disburse federal grants, State grants or State Aid funds to recipients which expend less than \$750,000 but \$100,000 or more in State and/or federal financial assistance within their fiscal year, must require that these recipients have either a financial audit performed in accordance with the Government Auditing Standards (Yellow Book) or a program specific audit performed in accordance with the revised Single Audit Act, and OMB circular No. A-133 Revised, Section 235.

15. NO ASSIGNMENT: The Grantee shall not assign the organization's obligations or interest under this LEAP Implementation Grant Agreement.

16. **DEFERRAL OF EXERCISE OF DLGS' RIGHTS:** No delay or omission by the DLGS to exercise any right or power shall impair the DLGS's right to exercise any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient by the DLGS.
17. **GOVERNING LAW AND JURISDICTION:** The rights and obligations of the parties, and the terms and conditions of this LEAP Implementation Grant Agreement shall be governed by the laws of the State of New Jersey. The Grantee hereby consent(s) to the jurisdiction of the Superior Court of New Jersey and agree(s) that any lawsuits of any nature pertaining to this LEAP Implementation Grant Agreement shall be brought in that Court only.
18. **AMENDMENTS MUST BE IN WRITING:** This LEAP Implementation Grant Agreement constitutes the entire agreement between the DLGS and the Grantee and supersedes all prior agreements, representations and/or understandings, oral or written. The terms and conditions of this LEAP Implementation Grant Agreement may only be amended by written agreement signed by the DLGS and the Grantee.
19. **OTHER DOCUMENTATION REQUIREMENTS:** The Grantee agrees to execute any and all other documentation applicable to and required by the DLGS to process LEAP Implementation Grant funds or close out the project at the conclusion of the project period.
20. **COOPERATION BY GRANTEE:** The Grantee shall act in good faith and use best efforts to cooperate with the DLGS and to timely respond to requests or provide required documents as necessary. Any such request or approval sought by the DLGS shall not be unreasonably withheld by the Grantee.
21. **THIRD PARTY REQUIREMENTS:** A written contract is required for all consultants, contractors, and subcontractors performing grant-assisted project activities. The Grantee must be responsible for compliance by all third parties with the terms, conditions and requirements of this Grant Agreement, and for any claims arising out of the third-party contracts, and as a condition of any third-party contract, the signatories must hold the State harmless from any claims by the third parties which may arise under this Grant Agreement.
22. **AVAILABILITY OF FUNDS:** The Grantee hereby recognizes and agrees that funding of the grant awarded under this LEAP Implementation Grant Agreement by the DLGS is expressly dependent upon the continued availability of funds appropriated to the DLGS by the State Legislature. Neither DCA, nor the State of New Jersey shall be held liable for the failure to provide funding for the grant awarded hereunder because of the absence of available funds.
23. **DEFAULT:** Any one or more of the following events shall constitute an event of default under this LEAP Implementation Grant Agreement (an "Event of Default"):

- A. Failure to perform any covenant or promise under this LEAP Implementation Grant Agreement, or making any representation or warranty in this LEAP Implementation Grant Agreement, or in the application for the grant, or in any report, certificate, financial statement or other instrument furnished which is false or misleading in any material respect;
 - B. If any Event of Default, as defined hereunder, has occurred and remains uncured under any other agreement entered into between the DLGS and the Grantee.
24. **REMEDIES UPON DEFAULT:** Upon the existence of any Event of Default, the DLGS, after giving notice and reasonable opportunity to cure the default may, in its sole discretion, do any of the following, alone or in combination:
Terminate this LEAP Implementation Grant Agreement;

- A. Rescind the grant award, reclaim funds or withhold grant funding not yet received, or disqualify a Grantee from participating in future grant awards if any condition of the grant program is unmet, including if grant funds received by the Grantee are not properly accounted for, or if the Grantee fails to meet reporting or certification requirements;
- B. File an action at law against the Grantee to obtain a judgment against the Grantee to recover the full amount of all grant funds paid; or
- C. Pursue any other remedies against the Grantee including any civil and criminal remedies allowed by law.

The DLGS' rights under this paragraph shall survive termination of the LEAP Implementation Grant Agreement. Failure to insist on the prompt performance by the Grantee of its obligations pursuant to this LEAP Implementation Grant Agreement is not a waiver by the DLGS of any of its rights hereunder.

25. **INDEMNIFICATION:** The Grantee shall assume all risk of and responsibility for any and all claims, demands, suits, actions, recoveries, judgments and expenses and costs and expenses in connection therewith for any and all damages sustained by reason of property loss, personal injury or any other losses which shall arise from or result directly or indirectly in regard to this LEAP Implementation Grant Agreement. The Grantee agrees to indemnify and hold harmless the DLGS and their respective members, agents, officers, employees and servants from all losses, claims, damages, liabilities, and costs whatsoever (including all costs, expenses and reasonable counsel fees incurred in investigating and defending such losses and

claims, etc.), brought by any person or entity. The provisions of this paragraph shall survive the expiration or earlier termination of this LEAP Implementation Grant Agreement.

26. **LEGAL ACTION:** In the event that a lawsuit or other action of any kind is instituted by or on behalf of the DLGS against the Grantee related to this LEAP Implementation Grant Agreement, the Grantee agrees to pay such additional sums as a court may adjudge for reasonable attorney fees and to pay all costs and other fees incurred by or on behalf of the DLGS for this lawsuit or other action.

27. **COMPLIANCE WITH ALL LAWS:** The Grantee will comply with all Federal, DLGS, County and municipal laws, rules and regulations applicable to the project, regardless of whether the provision is cited in this LEAP Implementation Grant Agreement, including, but not limited to:

- A. Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.
- B. The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5.31 et seq., and N.J.A.C. 17:27-1.1 et seq.
- C. The New Jersey State Treasury Circular Letter 93-05, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid Payments
- D. OMB Circulars A-21, A-87, and A-122 (Cost Principles: Educational Institutions; State and Local Governments; Non-Profit Organizations, respectively)
- E. OMB Circulars A-102 and A-110 (Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively)

28. **LEVEL OF FUNDING:** This Agreement and level of funding is in no way to be construed as a commitment on the DLGS' part as to the level of funding for any future extensions or new agreements.

29. **CONFLICTS OF INTEREST PROHIBITED:** No person shall be employed or retained as a consultant under this agreement by the Recipient or any of its sub-recipients while he/she or a member of his/her immediate family is a member of the governing body of the Recipient; exercises supervisory authority over his/her position; or serves on a Board or committee which –either by rule or practice –regularly nominates, recommends, or screens candidates for his/her position. Exceptions to this provision must be requested in writing from the Division of Local Government Services. For the purpose of this paragraph, a member of an immediate family shall include the following persons: Husband, Wife, Father, Father-in-Law, Mother, Mother-

in-Law, Brother, Brother-in-Law, Sister, Sister-in-Law, Son, Son-in-Law, Daughter, or Daughter-in-Law.

30. **LEASES PERIOD LIMITATIONS:** No leases for buildings, equipment, or vehicles dependent upon LEAP Challenge grant funding for continuation can be entered into which extend beyond the period of the grant agreement. Leases must include a clause stating the agency has the right to terminate said lease in the event that funding from the Department of Community Affairs is terminated prior to the original agreement termination date. This clause must be included in all agreements for leasing of vehicle(s), equipment or buildings.

31. **MISCELLANEOUS:**

A. Notices. All notices, requests, repayments and other communications shall be in writing and shall be deemed duly given when personally delivered, or sent by United DLGSs mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder:

DCA:

Director
Division of Local Government Services
101 South Broad Street, P.O. Box 803
Trenton, NJ 08625

Grantee:

(Mailing Address)

- B. Disclaimer of Agency Relationship. The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication the relationship of agency between the State and the Grantee or its subcontractors.
- C. Severability. In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any other term or provision shall in any way be affected by such holding unless the invalid provision renders performance or enforcement of the remainder of the agreement impossible.
- D. The rights and remedies of the DLGS under this LEAP Implementation Grant Agreement shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., the provisions of which are incorporated herein by reference.

THIS CONCLUDES SECTION A OF THE LEAP IMPLEMENTATION GRANT AGREEMENT.
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SECTION B: LEAP IMPLEMENTATION GRANT AGREEMENT BUDGET

ONE-TIME IMPLEMENTATION EXPENDITURES

ACTIVITY/TASK	Project Total
Example: Internal Project Support Costs	\$
General Expenses:	
Technology Costs	
Re-Branding Costs	
Training	
Equipment Purchases – (Vehicles)	
RFP Preparation	
Advertising	
Mailing	
Capital Improvements –(Building Retrofit)	
TOTAL EXPENDITURES	\$

SECTION C: SCOPE OF WORK

LEAP Implementation Grant / Statement of Work												
Project Title:												
Project Goal:												
Scope of Work	Estimated Task Completion Date FY2021/2022											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Deliverable #1:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #2:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #3:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

LEAP Challenge Grant / Statement of Work

Project Title:

Project Goal:

Scope of Work	Estimated Task Completion Date FY2021/2022											
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
Deliverable #4:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #5:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												
Deliverable #6:												
Task #1:												
Task #2:												
Task #3:												
Task #4:												
Task #5:												

****Add additional pages if necessary**

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

RESOLUTION 133-21

**“RESOLUTION AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY
NO LONGER NEEDED FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE**

WHEREAS, the Borough Manager in conjunction with the various department managers has determined that the property described on Schedule A attached hereto and incorporated herein is no longer needed for public use; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) authorizes the sale of surplus personal property no longer needed for public use through the use of an online auction service; and

WHEREAS, the Borough of Mountain Lakes intends to utilize the online auction services of “GovDeals – online government auctions” (“GovDeals”) located at “www.govdeals.com”; and

WHEREAS, the sales are being conducted pursuant to the Division of Local Government Services’ Local Finance Notice 2008-9 & 2008-21R; and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Mountain Lakes, that the Borough is hereby authorized to sell the surplus personal property as indicated on Schedule A on an online auction website located at “www.municibid.com”; and

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded by the Borough Clerk to the Director, Division of Local Government Services; and

BE IT FURTHER RESOLVED, by the Mayor and Council of the Borough of Mountain Lakes that pursuant to N.J.S.A. 40A:11-36, the Borough Clerk shall cause to be placed in the official newspaper of the Borough a notice of public auction of the above mentioned tangible personal property to be held within 30 days of the date of approval of this resolution.

%%

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 July 26, 2021.

Mitchell Stern, Acting Borough Clerk

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

SCHEDULE "A"

<u>ITEM</u>	<u>SERIAL #/VIN/other Identification</u>
2013 Dodge Charger	2C3CDXAT7DH673750
2012 Dodge Charger	2C3CDXAT0CH226773
2007 Dodge Charger	2B3KA43H77H797305
2013 Dodge Charger	2C3CDXAT7EH126138
1972 Dodge D600	D61FK7J013818
2004 Ford F550 (no Bed)	1FDAF57P75EB64838
1997 Ford F350 (no bed)	1FDKF38F6VEC39494
1998 International Fleet Dump	1HTSCAAR5WH558586
- Gledhill Snowplow	
- Swenson Salt Spreader	
1996 International Dump Truck	1HTSEAAR6VH4S9123
- Gledhill Snowplow	
- Swenson Salt Spreader	
Cement Mixer	Model CM9
Wood Lathe	Manufacturer - Jet
Table Saw	Manufacturer – Clausing
Delta Milwaukee Saw	Model 10-440; Serial #K54257
Mason Dump Bed	Green in color

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

RESOLUTION 134-21

“RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR THE ROOF INSTALLATION AT THE MUNICIPAL BUILDING”

WHEREAS, the Borough published specifications and solicited bids for the Roof Installation at the Municipal Building; and

WHEREAS, four (4) bids were received on July 7, 2021; and

WHEREAS, the lowest conforming bid was submitted by Frank Cyrwus, Inc., Pompton Lakes, New Jersey in an amount of \$138,210.00 for Alternate Bid B; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that Frank Cyrwus, Inc. of Pompton Lakes New Jersey, shall be awarded the Contract for the Municipal Building Roof Installation project in an amount of \$138,210.00; and

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

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on July 26, 2021.

Mitchell Stern, Acting Borough Clerk

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

CERTIFICATION OF THE AVAILABILITY OF FUNDS

04-215-55-989-215 Capital Ordinance 8-20 Borough Hall Renovation

A handwritten signature in blue ink, appearing to read "Monica Goscicki", is written over a horizontal line.

Monica Goscicki, CFO

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

RESOLUTION 135-21

**“RESOLUTION REQUESTING APPROVAL OF ITEM OF REVENUE AND APPROPRIATION UNDER N.J.S.A. 40A: 4-87
FOR THE 2021 BODY-WORN CAMERA GRANT IN THE AMOUNT OF \$34,646.00”**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$34,646.00 which item is now available as a revenue from:

Miscellaneous Revenues

Special Items of General Revenue Anticipated with Prior Written Consent of the Director of Local Government Services-Public and Private Revenues Off-set with Appropriations:

Body-Worn Camera Grant

BE IT FURTHER RESOLVED, that the like sum of \$34,646.00 be and the same is hereby appropriated under the caption of:

- (A) Operations – Excluded from “CAPS” Public and Private Programs Offset By Revenues – Body-Worn Camera grant

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 July 26, 2021.

Mitchell Stern, Acting Borough Clerk

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

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

RESOLUTION 136-21

“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES”

WHEREAS, the Tax/Utility Collector certifies that the following property has an overpayment of water and sewer and the property owner has requested the issuance of a refund.

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 a warrant be drawn to Margarita Gurevich C/O John Petrozzino, representing a refund of the 1st quarter 2021 utility overpayment.

Block	Lot	Name & Address	Tax Year	Amount
95	12	Margarita Gurevich 50 Lake Drive	2021	\$223.28

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 July 26, 2021.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION 137-21

“RESOLUTION REJECTING THE BIDS FOR THE FURNISHING AND INSTALLATION OF WINDOWS FOR THE BOROUGH HALL RENOVATION PROJECT”

WHEREAS, on July 20, 2021, the Borough of Mountain Lakes received bids for the furnishing and installation of windows for the Borough Hall Renovation Project; and

WHEREAS, there were four (4) bids per the summary below; and

WHEREAS, all bids were in excess of the budget for the project; and

WHEREAS, the Borough Manager recommends that the bids be rejected for the reason cited above; and

NOW THEREOFRE BE IT RESOLVED, the bids listed below are hereby rejected as being over budget for this project and the Borough Manager is authorized to re-bid for the furnishing and installation of windows for the Borough Hall Renovation Project.

A Plus Glass & Metal - 205 Hamilton Ave. Hasbouck Heights, NJ	\$292,000
R.J. Michaels & Co. Inc. – 333 Dodd St. East Orange, NJ	\$338,975
Premier Group Inc. 306A Capitol St. Saddle Brook, NJ	\$575,770
Building with Integrity - 2468 N. Jerusalem Rd. Bellmore, NY	\$990,000

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on July 26, 2021.

Mitchell Stern, Acting Borough Clerk

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



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE MONTHLY ACTIVITY REPORT

JUNE 2021

ADMINISTRATIVE SUMMARY

Continuing difficulties with supply chain delays and inflated material costs have hampered construction activity during the past month. Application submissions are lagging with the majority still centered on mechanical and appliance replacements and installations.

The existing projects under construction are moving towards completion with the final units at The Enclave at Mountain Lakes and the Sunrise at Mountain Lakes both looking towards certificates in the near future.

Typical summer storms temporarily delayed concrete pours for footings and foundation walls but pumps and the occasional sunny day solved the issues.

Zoning applications for sizable addition projects have been submitted indicating that permit and inspection activity should increase in the coming months.



Mountain Lakes Borough
 400 BOULEVARD
 MOUNTAIN LAKES, NJ 07046

Construction Permit Activity Report

6/1/2021 -> 6/30/2021

Summary

New:	Cost: \$0.00	Count: 0	Cubic Footage: 0 Cu.ft	Permits Issued: 36
Addition:	Cost: \$0.00	Count: 0	Square Footage: 0 Sq.ft	Updates Issued: 2
Alteration:	\$383,553.00	36		
Demolition:	\$1,200.00	2		
Total:	\$384,753.00	38		

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	11	\$5,255.00	\$0.00	\$5,255.00	B 55	43 %78.2	9 %16.4	3 %5.5
Plumbing:	15	\$1,560.00	\$0.00	\$1,560.00	P 36	26 %72.2	7 %19.4	3 %8.3
Electrical:	13	\$1,630.00	\$0.00	\$1,630.00	E 59	35 %59.3	19 %32.2	5 %8.5
Fire:	4	\$320.00	\$0.00	\$320.00	F 14	13 %92.9	1 %7.1	0 %0
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %	0 %	0 %
Mechanical:	15	\$1,320.00	\$0.00	\$1,320.00	M 49	43 %87.8	3 %6.1	3 %6.1
	58	\$10,085.00	\$0.00	\$10,085.00		213	160	39
DCA Training:	0		0					
DCA State:	33		701	\$600.00				
DCA Minimum:	3		3					
	36		\$704					

(Note: Does not include result of none)

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building	0	0	CA 16	\$0.00	\$0.00
Plumbing	0	0	CCO 0	\$0.00	\$0.00
Electrical	0	0	CO 3	\$600.00	\$250.00
Fire	0	0	CC 0	\$0.00	\$0.00
Mechanical	0	0	TCO 1	\$0.00	\$0.00
Elevator	0	0	TCC 0	\$0.00	\$0.00
Total:	\$0.00	\$0.00	Total: 20	\$600.00	\$250.00

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

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	0	\$0	Building	1	\$100
Plumbing	0	\$0	Plumbing	0	\$0
Electrical	1	\$80	Electrical	0	\$0
Fire	0	\$0	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
Total:		\$80	Total:		\$100

Record Count	Total Exempted	Violations	Fines	Paid
DCA Fees 2	\$1	Issued 0	\$0.00	\$0.00

Payments (Based on Payment Date)	
Permit (74)	\$11,789.00
NON-UCC (0)	\$0.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$11,789.00



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

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

PERIOD	2020 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	106,301.00	106,301.00	Enclave and Sunrise fees	98,243.00
FEBRUARY	5,520.00	111,821.00		
MARCH	13,491.00	125,312.00		
APRIL	2,171.00	127,483.00		
MAY	2,476.00	129,959.00		
JUNE	13,410.00	143,369.00		
JULY	3,900.00	147,269.00		
AUGUST	21,791.00	169,060.00		
SEPTEMBER	14,343.00	183,403.00		
OCTOBER	61,757.00	245,160.00	Enclave fees	36,825.00
NOVEMBER	18,634.00	263,794.00		
DECEMBER	6,934.00	270,728.00		

PERIOD	2021 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	11,663.00	11,663.00		
FEBRUARY	40,193.00	51,856.00	Enclave fees	27,748.00
MARCH	37,128.00	88,984.00	Enclave fees	28,144.00
APRIL	10,024.00	99,008.00		
MAY	26,651.00	125,659.00		
JUNE	11,789.00	137,448.00		
JULY				
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				



Mountain Lakes Borough
Deposit Payment Totals 6/1/2021 to 6/30/2021

Starting Receipt
PMT-21-00491

Ending Receipt
PMT-21-00581

Cash Total
\$320.00

Check Total
\$11,469.00

Charge Total
\$0.00

Bao #
Grand Total
\$11,789.00

Deposit Account
DCA 01-290-55-000-001
ENG 01-192-08-105-015
UCC 01-192-08-160-000

YTD Payments	Payments
\$8,250.00	\$704.00
\$5,100.00	\$600.00
\$123,498.00	\$10,485.00
<u>\$136,848.00</u>	<u>\$11,789.00</u>

BOROUGH OF MOUNTAIN LAKES
DEPARTMENT OF PUBLIC WORKS
Department Activity
June 2021

IN HOUSE

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

Additionally:

Streets & Roads Department:

- DPW
 - Tree maintenance Bushes trimmed – Esplanade pathway, N. Pocono

 - DPW Pole barn floor power washed
 Water tank rebuilt on water truck
 Pothole repair – Laurel Hill/Boulevard
 Shadow Lake aerator rebuilt

 - Mulching Library mulched
 Mulch bins at DPW yard cleared for Eagle Scout project

 - Shade Trees Maintenance watering

 - Water Dept. Service repair Cobb Rd.

 - Recreation Flag pole installed at Island Beach/ removed old flag pole
 Lifeguard chairs installed at Island Beach
 Fireworks barges repaired
 Soccer nets secured at Taft Field per JIF
 Water fountains turned on at Taft Field
 New tennis screens and nets installed
 Boat seizures at Island Beach
 Haswell playground equipment repaired
 Birchwood Beach swing set installed
 Birchwood Beach aerator serviced
 Fanny Field sprinkler boxes lowered
 Tables and chairs brought to Island Beach for Fire Dept.
 Old boat locks removed from Midvale Dock

Vacation/Sick Time:

- 76 Vacation Hours; 40 Sick Hours



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Joe Mullaney
Fire Chief
info@mlvfd.com

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

TO: Mitchell Stern
DATE: 6/15/21
SUBJECT: June 2021 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of June 2021 :

FIRE CALLS (10)

LOCATION	DATE	TIME	DESCRIPTION
60 Hanover Rd	6/1	8:21 AM	Fire Alarm- Steam from shower
15 E. Shore Rd	6/3	11:39 AM	Fire Alarm- Set off by contractor
65 N Glen Rd	6/9	3:22 AM	Fire Alarm- Faulty Detector
145 Morris Ave	6/14	8:37 PM	Fire Alarm- Faulty Detector
143 Kingsland Rd BT	6/15	10:39 AM	Assist Boonton Twp
190 Elcock Rd	6/25	1:00 PM	Assist Boonton Twp
47 Sherwood Drive	6/28	10:20 AM	Fire Alarm- Malfunction
Kenilworth Rd	6/28	6:03 PM	Wires Sparking
Wilkins Field	6/29	8:30 PM	Odor of Natural Gas-unfounded
34 Crestfield Rd BT	6/30	2:37 PM	Assist Boonton Twp

DRILLS (2)

LOCATION	DATE	TIME	DESCRIPTION
High School	6/6	1:00 PM	Junior FD Drill
High School	6/16	8:00 PM	Senior Drill

MEETINGS (2)

LOCATION	DATE	TIME	DESCRIPTION
Island Beach	6/7	7:00 PM	JFD awards dinner
Virtual	6/23	8:00 PM	Business Meeting

ANNOUNCEMENTS

1. I would like to thank the following members of the JFD for their 2 years of service.
 1. Eric Shertzer
 2. Thomas Barkaukas
 3. Dylan Pigden
 4. Finn Daggy
 5. Emre Andican
 6. Kenna Franzblau
 7. Luke Minitier
 8. Caleb Henry
 9. Billy Smith
2. Nine new members have joined the Jr Fire Department. Current roster stands at 29

Total Manhours: 225

Borough of Mountain Lakes

BOARD OF HEALTH

400 BOULEVARD • MOUNTAIN LAKES, NEW JERSEY 07046

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



June 2021

Health Department Report

This report provides an informational overview regarding the activities of the Health Officer, Health Department and staff during the past month. Additional supplemental reports from Environmental, Nursing, and Health Education are provided.

This past month we have experienced continued changes in the level of COVID-19, due to New Jersey's decreasing cases. With the various Executive Orders and State Department of Health modifications to previous requirements, several masking and distancing rules have been relaxed.

Vaccine requests continue to reduce; therefore, the mass clinics are limited or closed. Several options are available on a smaller scale – pharmacies, urgent care clinics and pop-up clinics.

Our Homebound Program was successful, any additional requests are being accommodated, as we receive referrals to our department.

We still have Johnson & Johnson vaccine available for our communities. We are planning clinics and programs that will help any residents who are still in need of the vaccine, (18 and over J&J).

We have been in constant contact with the Superintendents of schools and nurses, as schools were closing with final activities reviewed for guidance. There were cases of COVID in schools were investigated however they have leveled off since last month's report.

We are moving forward with planning around the Vaccination Grant that is effective July 1st and will begin to implement as we receive information from community leaders. Our staff sent out communication requests to determine any groups that might be in need and/or leaders in the community that may be able to direct us towards those individuals in need.

General guidance provided to businesses, schools and municipal government agencies.

With the termination of the public health emergency effective 7/4/21, masking, social distancing, and other health and safety protocols originally set forth in E.O.192 will no longer be mandatory across businesses and facilities, regardless if they are open to the public or not.

- Employers and entities overseeing worksites and other facilities are permitted to craft more restrictive policies that require masking and social distancing, and which continue the implementation of health and safety protocols.
- As per CDC requirements, masks are required on planes, buses, trains, and other forms of public transportation traveling into, within, or out of the United States and in U.S.

transportation hubs such as airports and stations. Travelers are not required to wear a mask in outdoor areas of a conveyance.

- Masking requirements also remain in effect in certain state-regulated settings, including child care facilities, camps, long-term care facilities, other healthcare settings, homeless shelters, and prisons as per E.O. 242.

NJDOH & NJDOE released the new guidance document "The Road Forward: Health & Safety Guidance for the 2021-2022 School Year". As additional guidance from the CDC and NJDOH is made available, we will work with our superintendents and school nurses to advise and guide planning for the upcoming school year. We anticipate additional CDC guidance to be released in early July.

- Governor Murphy announced that barring any significant changes in community spread of COVID, masks will no longer be required in schools but schools will have the option to institute/enforce mask policies, particular in reference to local COVID conditions.
- *Recommendations from the guidance document include:*
 - Maintaining physical distance between students to the extent practicable. This recommendation must not prevent a school from offering fulltime in-person learning; districts should implement physical distancing only to the extent they are equipped to do so while still providing regular in-person school operations.
 - Interventions to aid with social distancing include facing desks in the same direction and avoiding group seating arrangements.
 - Putting procedures in place to identify and respond to a student or staff member who becomes ill with COVID-19 symptoms.
 - Maintaining close communication with local health departments to share information and resources on COVID-19 transmission, prevention, and control measures and to establish procedures for notification and response to illness. Schools should also maintain transparent and ongoing communication, as appropriate, with their staff, students, and caregivers regarding school operations and health and safety information.

- [E.O. 246](#) ends the moratorium on utility shutoffs as of 7/1/21 and establishes 6-month grace period for all customers

All individuals 12+ have become eligible to receive vaccine. Vaccine scheduling and walk-ins is easy to accomplish. Pfizer has been approved for those 12 and up.

Please see the link below for the current out of state guidance for quarantine timelines.
<https://covid19.nj.gov/faqs/nj-information/travel-and-transportation/are-there-travel-restrictions-to-or-from-new-jersey>

We continue to participate in weekly Zoom and Teams meetings with State Department of Health, County Agencies, LINCS and Health Officers in order to best implement state guidance. Activities decreased compared to the previous months.

The Nursing Department continues to investigate COVID cases on COMM CARE and in CDRSS. Our nurses along with local and state funded staff are continuing to contact trace cases, as they occur.

Currently Mt. Lakes has 0 cases with a 7-day look back.

Activities

- Review ongoing guidance from NJDOH/CDC regarding best practices for quarantine and vaccine programs.
- Provided weekly Covid report each Thursday with State updates and Charts.
- Continue to inform and discuss with residents, business owners and agencies various employment questions and issues they have.
- Continue to monitor staff activities regarding public health inspections and complaints. (see environmental, health education and nursing reports)

Testing Site:

Counties continue to operate Testing Sites. Visit the county COVID website for up to date information.

Stay Well.

Respectfully Submitted,
F. Michael Fitzpatrick, Health Officer

BOROUGH OF MOUNTAIN LAKES

Recreation Department

Department Activity **June 2021**

The Recreation Commission met on June 15, 2021. We discussed the clarification of our summer programs in Mountain Lakes. All rec programs currently sold out: Summer Program, Sail, Teen, Swim. We outsource tennis and a few multi-sport clinics at Taft Field. We discussed some resident complaints about noise level for concerts and also overflow parking at Midvale Field. We also decided to have the Facilities Sub-Committee discuss the Pavillion Guidelines. The Facilities Sub-Committee suggests to fence Island Beach. We will discuss this at the next full Commission meeting

- Assisted with Beach Tag Sale. As of 6/30 sold more than 2,200 tags.
- Continued planning, promoting and staffing summer camps (all listed on website). New this year is fingerprinting for all over 18 who work with children.
- Provided customer service and registration assistance to residents for all programs. Assisted many residents in the changing of their camp weeks. Since the Covid rules have been revised twice since March, there were many changes.
- Spoke with Health Inspector for Covid Inspection for Rec Camp. Health Inspector noted that our programs are not camps, they are programs.
- Assisted residents with various facilities requests.
- Worked with Beach Director for many ongoing upgrades and fixes.
- Completed all insurance forms for July Fireworks.
- Continued planning summer events including: concerts (5) and movie night.
- Worked with beach staff to set up swim lesson program. All money is now received through the registration website.
- Assisted our Mountain Lakes HUB Lakes Adult Sports League Representatives including: volleyball (men's, women's), softball (men's women's), table tennis, bowling, golf (men's, women's). Attended HUB Lakes meeting. Attended meetings, picked up and distributed all equipment for HUB Lakes summer league teams.
- Worked with the YMCA to promote our annual Yoga offering at Island Beach this summer.
- Finalized details for the Paddle Board Yoga program to be offered this year.
- Worked with USSI to offer late sports camps at Taft Field and introduced new ML/USSI Tennis Camp.
- Added Basketball Camp outside at Wilson Courts.
- Updated Mountain Lakes Website with details of summer programs and events.
- Planned extensively with Sail Board to plan for Sailing Camp.
- Adult Sailing is very popular this year. All money is now received through Borough Hall and instructors are paid their hourly rate.
- Sailing is also hosting a regatta, a Bonfire Night, and a Night Sail Parade.
- Planned extensively with Swim Board for Swim Training. Swim/Dive meets planned.
- Swim is also hosting many fun events including: circus parties, pizza parties, and talent shows.
- Met with Dr. Azar virtually to confirm summer Rec Camp locations due to construction at Wildwood School. We had to move some classrooms, but all worked out.
- Confirmed nurse for Summer Rec Program.
- Beaches opened full time June 25. Residents have enjoyed the additional weekend days with the beaches open and the lifeguards on.
- Created 5K form to be posted for event requests in town. Sent to JIF for review.



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Joe Mullaney
Code Enforcement Officer
jmullaney@mtnlakes.org

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

TO: Borough Manager Mitchell Stern
DATE: 6/15/21
SUBJECT: Monthly Report April 2021

The following lists code enforcement/property maintenance issues for the month of June 2021:

- 6/3: Follow up on complaint about possible zoning violation at a Blvd address. Referred to zoning officer
- 6/3: Follow up on a complaint about a dumpster blocking the road on Baldwin Lane. Vendor notified to take corrective action.
- 6/3: Signs removed from the median on Route 46. Signs also removed from the Borough ROW on North Briarcliff Road, Cobb Road, intersection of Glen and Boulevard and the triangle at the intersection of Midvale and Intervale Roads.
- 6/15: Received complaint from a Route 46 business about a water drainage issue coming from the new condos at the end of Sherwood Drive. Complaint referred to the Borough Engineer
- 6/17: Follow up on a view obstruction complaint at the intersection of Boulevard and Briarcliff Rd. Property owner notified to take corrective action
- 6/17: Memo sent to DPW about overgrown weeds and brush on Borough land
- 6/18: 2 Businesses on Route 46 notified about property maintenance violations. Grass and brush cut at above locations.
- 6/22: Follow up on a sign ordinance violation on Fanny Road. Owner advised to move the sign out of the Borough ROW
- 6/24: Follow up with a local landscaper regarding illegal dumping on Lake Drive. Matter resolved

Smoke and Carbon Monoxide Detector Inspections

Date:	Location	Pass/Fail
6/3	34 Pollard Rd	Pass
6/7	297 Morris Ave	Pass
6/8	78 Laurel Hill Rd	Pass
6/16	3 Hanover Rd	Pass
6/17	140 Ball Road	Pass

6/18	1 East Shore Road	Pass
6/22	41 North Briarcliff	Pass
6/22	4 Ronarm Drive	Pass
6/22	47 Lookout Road	Pass
6/23	52 Briarcliff Road	Pass
6/23	330 Morris Ave	Pass
6/23	245 Blvd	Pass
6/29	11 N. Pocono Rd	Pass
6/29	7 Point View Place	Pass
6/29	7 Lockley Court	Pass

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

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