



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
SEPTEMBER 13, 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

- a. Swearing in of New Police Sergeants – Borough Clerk
- b. Police Officer Retirements – Police Chief

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. R144-21, Authorizing the Payment of Bills
- b. R145-21, Authorizing the Refund of Overpayment of Utilities
- c. R146-21, Authorizing the Filing of an Application for Treatment Works Approval with the State of NJDEP
- d. R147-21, Authorizing the Borough Manager to Execute an Agreement with Core and Main for the Replacement of Water Meters and Related Equipment

- e. *R148-21, Rejecting all Bids for the Furnishing of Cold Metal Framing and Exterior Sheathing at the Municipal Building*

***APPROVAL OF MINUTES**

8/23/21 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

- a. Conrad Lewis to the Environmental Commission as a student member
- b. *Rebecca Hirschfeld to the Shade Tree Commission as a student member*
- c. *Victoria Dages to the Woodlands Committee as a student member*
- d. *Neeke Swart to the Environmental Commission as Alternate #2 with a term expiring 12/31/22*

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

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



Oath of Office

I, _____, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of New Jersey, and that I will bear true faith and allegiance to the same and to the Governments established in the United States and in this State, under the authority of the people.

I do further solemnly swear that I will impartially and justly perform all the duties of the office of _____, according to the best of my ability, so help me God.

Signature

Sworn and subscribed before me this ____ day of _____, 2021

Mitchell Stern, Acting Borough Clerk



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 September 13, 2021.
CC: Robert Oostdyk, Borough Attorney

Mayor and Council,

Police Retirements – Mountain Lakes Police Chief Shawn Bennett will be recognizing the retirements of Corporal Gary Hicok, Sergeant. Rich Geoghegan and Detective Corporal John Hukowski from the Mountain Lakes Police Department.

Police Promotions – As Acting Borough Clerk, I will be swearing in Police Officers Christopher Somjen and Daniel Cacciabeve to the rank of Sergeant.

Borough Tax Assessor Resignation – Our Tax Assessor, Rick DelGuercio, has advised that he will be resigning his position before the end of the this year. Rick is working with us as to his actual resignation date, allowing us time to hire his replacement prior to his departure. The Borough Council's Personnel Subcommittee is working on the hiring process for the new Assessor.

Borough Council Meeting Alternate Locations – In response to the request for meeting location options, I offer the following:

- Meetings in Borough Schools - Interpretation of the existing Executive Order signed by Governor Murphy requiring that masks be worn in school buildings does not carve out an exception for not needing to wear masks at non-school related events. As such, if the meetings are held in any of our schools, masks will be required.
- Remote Meetings – Our Borough Attorney has provided a legal opinion that holding Borough Council meetings remotely through an electronic platform is a permissible option.
- Hybrid Meetings – Holding a meeting both in-person and remotely at the same time would require a significant investment in the purchase and installation of equipment and the hiring of personnel to operate the equipment for the meetings.

- **Other Locations** – Aside from the schools, there are very few locations within the Borough that are conducive to hosting Borough Council (and / or Planning / Zoning Board) meetings. I have reached out to the Mountain Lakes Club to see if they have the ability to host our meetings and I have been advised that although MLC is currently closed on Monday's, they would be willing to discuss hosting meetings if the Borough is willing to reimburse them for all expenses related to opening the building for the meetings.
- **Alternating between In-Person and Remote Meetings** – While I am not aware of any regulation prohibiting alternating between in-person and remote meetings, however, doing so may be confusing to the public, possibly resulting in someone interested in attending a meeting, missing it.

Highview Homes – Water Works Permit – As previously requested by Borough Council, attached, please find a copy of the Highview Homes Water works permit application. Although signed, the application remains in my possession and has not been submitted.

Highview Homes – Treatment Works Permit and Resolution – The attached treatment works application requires a Borough Council resolution to be included with its submission. The resolution is on the agenda.

Rejection of Bids for Borough Hall Cold Formed Steel and Sheathing – Since all submitted bids were significantly over the project budget for this work, it is recommended that the bids be rejected and readvertised.

Sunset Dam Project Update – An updated project cost estimate for this project is \$1,544,723. The engineer has advised that the increase is due to supply chain issues and it is unknown if the cost will decrease back toward the original \$1,200,000 estimate once these issues abate.

Annual Road Paving Update – The North Glen Road project is moving through the contract execution phase and the project is still on schedule to be completed prior the end of the current paving season. The other roads to be paved (Rainbow, Hanover, Maple, Oak, Bellevalle and Vale) are on schedule to be completed later this month.

Lake Lowering Policy – With the exception of lowering the lakes every four years to allow for shoreline repairs, there is no formal policy to lower lakes at any other time. On occasion, when a significant storm event is forecast, Mountain and Wildwood Lakes are lowered to help prevent shoreline deterioration and downstream flooding. Lowering the lakes before a significant storm is more art than science, as factors such as previous rainfall, ground saturation and future precipitation forecasts need to be taken into consideration. This topic was brought up for discussion during the recent Lakes Management monthly meeting.

Handling of Reported Hazardous Trees – When notification is received of an issue involving a Borough tree, the tree is evaluated in-house and if necessary, examined by an arborist. If it is determined that the tree must be taken down, our tree removal vendor is notified to schedule removal. If there are safety concerns with the tree, where appropriate, the area surrounding the tree is secured and the vendor is asked to expedite their

response.

Review of Road Grant Applications

I have reviewed the submission for the two grant applications and find them to be appropriate as prepared.

Water Meter Replacement Project – The Borough Council meeting agenda includes a resolution awarding the water meter replacement project to Core and Main, the state contract holder for this work. Once authorized to begin, the project is estimated to take six to nine months to complete.

Borough Tennis Courts (Powerville Road) – Recently updated quotes for the resurfacing of the Tennis Courts reveal significant increases in the cost of the project. During discussions with the Board of Education during our recent joint shared services meeting, the Board of Education showed interest in sharing the cost of the project as originally envisioned. However, due to budgeting requirements, the Board would not be able to undertake the expense until their next budget cycle (2022). It was discussed and agreed that the Borough’s taxpayers would be best served by completing both sets of courts at once, therefore waiting until next year to undertake the project.

Island Beach High Bacteria Counts – We have been unable to come up with any other reason for the high bacteria counts other than the issue of waterfowl. Our shared services partner USDA does handle swan issues, and although there was never a need for it in our previous agreements, swans will be included in the 2022 agreement.

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

Mitchell

RESOLUTION AND ORDINANCE REVIEW FOR THE SEPTEMBER 13, 2021 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R145-21, AUTHORIZING THE REFUND OF OVERPAYMENT OF UTILITIES – this resolution rescinds and amends Resolution 136-21 which incorrectly provided that the \$223.28 refund be made payable to Margarita Gurevich rather than Joseph Fleming.

R146-21, AUTHORIZING THE FILING OF AN APPLICATION FOR TREATMENT WORKS APPROVAL WITH THE STATE OF NJDEP - this resolution, a requirement of the NJ DEP, authorizes the execution of an application for the Treatment Works Approval Permit for Highview Commercial LLC.

R147-21, AUTHORIZES THE BOROUGH MANAGER TO EXECUTE AN AGREEMENT WITH CORE AND MAIN FOR THE REPLACEMENT OF WATER METERS AND RELATED EQUIPMENT – this resolution authorizes the Borough Manager to execute an agreement with Core and Main for the replacement of all water meters and related equipment within the Borough of Mountain Lakes, as appropriated in the 2021 annual capital budget.

R148-21, REJECTING ALL BIDS FOR THE FURNISHING OF COLD METAL FRAMING AND EXTERIOR SHEATHING AT THE MUNICIPAL BUILDING - this resolution authorizes the rejection of all bids received on September 9, 2021. The ten bids received were all significantly overbudget. The recommendation to reject the bids is being made by the Borough Manager and Borough Engineer.

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 144-21

“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 **September 13, 2021** and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on September 13, 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: 09/13/2021 For bills from 08/18/2021 to 09/03/2021

Check#	Vendor	Description	Payment	Check Total
19197	219 - ACCESS	PO 23403 CUST# 156NFY04790- APR THRU DEC 2021 BLA	61.33	61.33
19198	2237 - ACUITY SPECIALITY PRODUCTS, INC.	PO 23916 DPW - DEPARTMENT SUPPLIES	313.94	313.94
19199	196 - ALLIED OIL	PO 23897 DPW - FUEL EXPENSES - UNLEADED - BLANKET	6,786.13	6,786.13
19200	189 - ANCHOR ACE HARDWARE	PO 24001 RECREATION - DEPARTMENT SUPPLIES - BLAN	25.98	
		PO 24004 BH: RENOVATION	132.82	158.80
19201	3946 - BILL ALBERGO	PO 23914 2021 MEMORIAL DAY REIMBURSEMENT	310.00	310.00
19202	542 - CAIN & SONS FIRE EQUIPMENT, INC	PO 24022 POLICE:FIRE EXTINGUISHER RECHARGE	96.50	96.50
19203	4229 - CITY ELECTRIC SUPPLY	PO 24024 BH: RENOVATION	1,350.00	1,350.00
19204	3851 - CORBAN TECHNOLOGIES, INV	PO 23993 POLICE: CAMERA REPAIR	167.50	167.50
19205	431 - COUNTY CONCRETE CORP.	PO 24002 BH: RENOVATION	6,389.63	6,389.63
19206	2396 - COUNTY WELDING SUPPLY CO.	PO 23997 SPW - EQUIPMENT & TOOLS - BLANKET	34.00	34.00
19207	3503 - CWC CONTINUING ED	PO 24035 DPW - TRAINING & EDUCATION	1,510.00	1,510.00
19208	506 - DAN COMO & SONS, INC	PO 24038 DPW - SOLID WASTE LEAF & BRUSH REMOVAL -	1,120.00	1,120.00
19209	576 - DAVE'S TIRE, LLC	PO 23983 DPW / POLICE - VEHICLE REPAIR	428.00	428.00
19210	1170 - FERGUSON ENTERPRISES #501	PO 23324 WATER DEPARTMENT - EQUIPMENT & TOOLS - B	91.30	91.30
19211	653 - GANNET NEW JERSEY NEWSPAPERS	PO 23849 BOA/PLANNING: 2021 ADVERTISING - ACCT#31	40.42	
		PO 24050 CLERK - 2021 ADVERTISING - BLANKET3	225.40	265.82
19212	876 - GARDEN STATE LABORATORIES, INC	PO 23479 WATER DEPT - WELL TESTING - BLANKET	444.00	444.00
19213	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 23405 ACCT# 01QA0220 - 2021 BLANKET APR-DECEMB	65.00	65.00
19214	924 - HOBBIE HEAT & POWER, INC.	PO 24011 BH: RENOVATION	1,422.54	1,422.54
19215	4209 - HUNTER CARRIER SERVICES	PO 23369 ADMIN: INTERIM PHONE SYSTEM - ACCT BOML	430.08	430.08
19216	859 - JCP&L	PO 24057 ACCT#100 141 241 693 / BILL PRD: 7/23/21	57.27	
		PO 24058 ACCT#100 145 670 5333 / BILL PRD: 8/05/	288.85	
		PO 24070 MASTER ACCT# 200 000 569 000 - AUG 24, 2	3,516.77	
		PO 24076 ACCT#100 075 505 725 - BILL PRD: 7/23 -	3.10	3,865.99
19217	4002 - KAREN BRENNFLECK	PO 24077 RECREATION: Canva Graphic Design downloa	10.00	10.00
19218	4061 - LIBERTY BUILDING PRODUCTS	PO 24018 BH: RENOVATION	787.70	
		PO 24019 BH RENO: BUILDING SUPPLIES	780.40	
		PO 24023 BH: RENOVATION	565.20	2,133.30
19219	3588 - MCELROY, DEUTSCH, MULVANEY & CARPEN	PO 24061 JULY 2021 PROFESSIONAL SERVICES - PB	35.71	35.71
19220	4255 - McELWEE & QUINN, LLC	PO 24047 2021 GENERAL BONDS	1,000.00	1,000.00
19221	2647 - MELISSA O'SHAUGHNESSY	PO 24078 2021 UMPIRE FEES	225.00	225.00
19222	1455 - MICRO SYSTEMS-NJ.COM, L.L.C.	PO 24068 2021 PROFESSIONAL SERVICES FOR TAX ASSES	1,600.00	1,600.00
19223	2356 - MINERVA CLEANERS	PO 24030 FIRE DEPT: GEAR CLEANING/REPAIRS	2,492.30	2,492.30
19224	3648 - MONMOUTH TELECOM	PO 23400 2021 TELEPHONE SERVICES / ACCT# 36289 -	6.04	6.04
19225	1371 - MTN. LAKES BOARD OF EDUCATION	PO 24060 SEPT 2021 MTN LAKES SCHOOL DISTRICT GENE	1,984,648.05	1,984,648.05
19226	1394 - MTN. LAKES PUBLIC LIBRARY	PO 24043 2021 SUSTAINABLE JERSEY/PSEG GRANT	2,000.00	2,000.00
19227	3168 - MUNICIPAL CLERK'S ASSOC. OF MORRIS	PO 24028 CLERK: QTRLY SEMINAR/MEETING	75.00	75.00
19228	881 - NCX	PO 22972 ADMIN: 2021 DNS HOSTING / ACCT# GTI - BL	21.95	21.95
19229	3367 - NEW JERSEY EZ PASS	PO 22919 POLICE: TOLLS - ACCT# 2000 1214 1640 8 -	1.00	1.00
19230	4168 - NEW JERSEY RECREATION & PARK ASSOC.	PO 24015 RECREATION: 2021 MEMBERSHIP	120.00	120.00
19231	3415 - NJ CRIMINAL INTERDICTION LLC	PO 24075 POLICE: TRAINING	199.00	199.00
19232	3683 - NJMMA	PO 23555 ADMIN: NJMMA FALL 2021 CONFERENCE REGIST	300.00	300.00
19233	3844 - NJSLOM	PO 23647 2021 NJ MUNICIPALITIES MAGAZINE SUBSCRIP	275.00	275.00
19234	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 23377 2021 DENTAL PREMIUMS - GROUP 1624 - APR	2,632.00	2,632.00
19235	1754 - NORTHEAST COMMUNICATIONS, INC.	PO 23931 FIRE DEPT: PORTABLE CHARGERS - ENGINE 1/	2,341.68	2,341.68
19236	3173 - OPTIMUM	PO 23031 FIRE: ACCT# 07876-603439-01-8 CABLE - 20	143.38	143.38
19237	3659 - OPTIMUM	PO 23358 BORO INTERNET SERVICES ACCT# 07876-58071	185.67	185.67
19238	3781 - PHOENIX ADVISORS, LLC	PO 23551 2021: GENERAL OBLIGATIONS BONDS	5,000.00	5,000.00
19239	4252 - PRAXAIR DISTRIBUTION, INC	PO 24029 BH RENO: CONSTRUCTION SUPPLIES	290.95	290.95
19240	3624 - PREMIERE OUTDOOR MOVIES	PO 23989 8/26/21 - Kids Movie night on the beach	451.22	451.22
19241	3301 - PROPRINT GRAPHIX, LLC	PO 24021 POLICE: PT ATTIRE	376.00	376.00
19242	3890 - RDC DESIGN GROUP, LLC	PO 23412 2021 CONTRACT AGREEMENT - WEB MAINTENANC	2,040.00	2,040.00
19243	1734 - READYREFRESH BY NESTLE	PO 23926 ACCT# 0016496903 - 2021 BLANKET (6 MONTH	413.38	413.38
19244	479 - RECORDER PUBLISHING CO.	PO 22971 ZBOA/PLANNING BRD - ACCT# 010902 - 2021	11.75	11.75
19245	1821 - REED SYSTEMS, LTD.	PO 23984 CAPITAL ORDINANCE - SALTERS - DPW	11,738.80	11,738.80
19246	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
19247	4174 - RICHVIEW CONSULTING	PO 23996 PROFESSIONAL SERVICES - SHADE TREE	125.00	125.00
19248	2397 - ROCKAWAY AUTO RESOURCES, LLC	PO 23641 DPW - VEHICLE REPAIR - BLANKET	326.75	
		PO 23715 POLICE DEPT/ FIRE DEPT - VEHICLE REPAIR	939.92	
		PO 23760 WATER DEPARTMENT - VACTOR REPAIRS	191.93	
		PO 23985 DPW - VEHICLE MAINTENANCE	359.78	1,818.38
19249	1825 - RUTGERS, STATE UNIVERSITY OF NJ	PO 24037 DPW - TRAINING & EDUCATION	128.50	128.50
19250	1824 - RUTGERS, THE STATE UNIVERSITY	PO 23424 DPW - TRAINING & DEVELOPMENT - PUBLIC PU	944.00	944.00
19251	1948 - SHEAFFER SUPPLY, INC.	PO 23614 WATER DEPARTMENT - DEAPRTMENT SUPPLIES -	174.40	
		PO 24059 DPW - VEHICLE REPAIR - BLANKET	139.00	313.40

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 09/13/2021 For bills from 08/18/2021 to 09/03/2021

Check#	Vendor	Description	Payment	Check Total
19252	1994 - SHERWIN-WILLIAMS COMPANY	PO 23768 BH: RENOVATION	144.00	144.00
19253	2470 - SKYLANDS AREA FIRE EQUIP & TRAINING	PO 24031 FIRE DEPT: PERSONAL PROTECTIVE GEAR	1,209.00	1,209.00
19254	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 23952 FINANCE/ADMIN ORDER: 7336539564	844.04	
		PO 23973 ORDER#: 7337081457	431.85	
		PO 24051 UNPAID BALANCE	6.00	1,281.89
19255	2108 - THE UPS STORE 4650	PO 23987 BH: RENOVATION	14.32	14.32
19256	603 - TOWNSHIP OF DENVILLE	PO 23658 2021 SHARED MUNICIPAL COURT SERVICES 2-4	14,629.00	14,629.00
19257	4191 - TRANSUNION RISK & ALTERNATIVE	PO 23093 POLICE: 2021 SUBSCRIPTION ACCT. ID: 3645	100.00	100.00
19258	4088 - TURN OUT UNIFORMS, INC	PO 23972 POLICE: UNIFORMS	415.94	
		PO 24045 POLICE: UNIFORMS	109.98	
		PO 24067 POLICE: UNIFORMS	484.94	1,010.86
19259	1062 - UNITED SITE SERVICES	PO 22776 BH:TEMPORARY FENCING /BLANKET	303.04	
		PO 23562 MAY - DECEMBER 2021 BLANKET - CUST# 1401	800.00	1,103.04
19260	2536 - UNUM LIFE INSURANCE COMPANY	PO 23315 STD/LTD / LIFE INSURANCE - 2021 BLANKET	2,922.26	2,922.26
19261	2186 - W.E. TIMMERMAN CO., INC	PO 23917 DPW - SWEEPER REPAIR	3,858.52	3,858.52
19262	4003 - WARSHAUER ELECTRIC SUPPLY CO.	PO 24008 BH:RENOVATION	574.90	574.90
TOTAL				2,083,929.81

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	2,857.88			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	275.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	300.40			
01-201-20-130-020	FINANCE - OTHER EXPENSES	790.36			
01-201-20-140-020	COMPUTER SERVICES	1,807.62			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	76.13			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	11.75			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	5,554.26			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	2,044.84			
01-201-25-251-020	INTERLOCAL SERVICES: DENVILLE COURT - OE	14,629.00			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	6,186.36			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	9,711.44			
01-201-26-300-020	SHADE TREE COMMISSION - O/E	1,025.00			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	1,120.00			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	413.38			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	2,193.45			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	806.22			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	825.98			
01-201-30-420-020	CELEBRATION OF PUBLIC EVENTS - O/E	310.00			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	349.22			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	3,516.77			
01-201-31-440-020	TELECOMMUNICATIONS	450.44			
01-201-31-447-020	PETROLEUM PRODUCTS	6,786.13			
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			1,984,648.05	
01-260-05-100	DUE TO CLEARING			0.00	2,046,689.68
TOTALS FOR	Current Fund	62,041.63	0.00	1,984,648.05	2,046,689.68
02-200-40-700-340	Clean Communities Grant			3,858.52	
02-200-40-700-360	Sustainable Jersey Grant			2,000.00	
02-260-05-100	DUE TO CLEARING			0.00	5,858.52
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	5,858.52	5,858.52
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19			6,000.00	
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			12,741.18	
04-215-55-991-000	2021 CAPTIAL ORDINANCE 10-21			11,738.80	
04-260-05-100	DUE TO CLEARING			0.00	30,479.98
TOTALS FOR	General Capital	0.00	0.00	30,479.98	30,479.98

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
05-201-55-520-520	Water Operating - Other Expenses	901.63			
05-260-05-100	DUE TO CLEARING			0.00	901.63
TOTALS FOR	Water Operating	901.63	0.00	0.00	901.63

Total to be paid from Fund 01 Current Fund	2,046,689.68
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	5,858.52
Total to be paid from Fund 04 General Capital	30,479.98
Total to be paid from Fund 05 Water Operating	901.63

	2,083,929.81



**List of Bills - (1710101001002) Escrow - Developers - Checking
Developer's Escrow
Meeting Date: 09/13/2021 For bills from 08/19/2021 to 09/03/2021**

Check#	Vendor	Description	Payment	Check Total
5251	102 - ANDERSON & DENZLER ASSOC., INC	PO 24065 JULY 2021 PROFESSIONAL SERVICES - ESCROW	1,187.93	1,187.93
5252	4169 - BURGIS ASSOCIATES, INC.	PO 24064 JUNE 2021 PROFESSIONAL SERVICES - ESCROW	1,330.00	1,330.00
5253	4177 - WEINER LAW GROUP, LLP	PO 24063 JULY 2021 PROFESSIONAL SERVICES - ESCROW	1,172.50	1,172.50
TOTAL				3,690.43

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	3,690.43
17-500-00-091-310	PULTE GROUP - ENCLAVE SITE INSPEC. FEE			284.55	
17-500-00-091-316	SUNRISE - INSPECTION FEES			397.13	
17-500-00-091-319	HIGHVIEW HOMES LLC			3,008.75	
TOTALS FOR	Developer's Escrow	0.00	0.00	3,690.43	3,690.43

Total to be paid from Fund 17 Developer's Escrow

3,690.43

3,690.43

**List of Bills - (3310101001001) CASH - RECREATION
Recreation Trust
Meeting Date: 09/13/2021 For bills from 08/18/2021 to 09/03/2021**

Check#	Vendor	Description	Payment	Check Total
5417	4224 - KATHLEEN GORSKI	PO 23990 2021 SAIL CAMP TSHIRTS - Additional 10	100.00	100.00
5418	1177 - LAKELAND TRACK AND FIELD	PO 23988 2021 FALL CROSS COUNTRY FEES	625.00	625.00
5419	3256 - RANJAN O. BOSE	PO 24079 2021 TRACK REIMBURSEMENT	120.77	120.77
5420	3701 - RSCHOOLTODAY	PO 24016 2021 COMMUNITY ED CLASS REGISTRATION PRO	995.00	995.00
5421	2786 - SARAH FITCH	PO 24017 SAILING: REIMBURSEMENT	424.73	424.73
TOTAL				2,265.50

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	2,265.50
33-600-00-090-000	Recreation Trust Reserves			2,265.50	
TOTALS FOR	Recreation Trust	0.00	0.00	2,265.50	2,265.50

Total to be paid from Fund 33 Recreation Trust

2,265.50

2,265.50

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

RESOLUTION 145-21

“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 Joseph Fleming representing a refund of the 1st quarter 2021 utility overpayment.

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

BE IT FURTHER RESOLVED, that this Resolution rescinds and amends Resolution 136-21 which incorrectly provided that the refund was to be made to Margarita Gurevich rather than Joseph Fleming.

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 September 13, 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 146-21

**“AUTHORIZING THE FILING OF AN APPLICATION FOR TREATMENT WORKS APPROVAL WITH THE
STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR HIGHVIEW
COMMERCIAL LLC (BLOCK 2, LOTS 2 & 5.501)”**

WHEREAS, there is a need to apply for a Treatment Works Approval from the State of New Jersey Department of Environmental Protection Division of Water Quality in connection with the development of Highview Commercial LLC (Block 2, Lots 2 & 5.501) as shown on the Tax Map of the Borough of Mountain Lakes; and

WHEREAS, the Borough of Mountain Lakes is required to consent to the filing of an application for Treatment Works Approval Permit Application.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that the appropriate municipal officials are hereby authorized to execute the Consent by the Governing Body for the application for the Treatment Works Approval Permit for Highview Commercial LLC (Block 2, Lots 2 & 5.501) in the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on September 13, 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 147-21

“RESOLUTION AUTHORIZING THE AWARD TO FURNISH AND INSTALL WATER METERS AND RELATED EQUIPMENT FOR THE REPLACEMENT OF ALL OUTDATED EXISTING EQUIPMENT WITHIN THE BOROUGH”

WHEREAS, the Borough seeks to replace all of its outdated water meters and related equipment; and

WHEREAS, the Borough has received favorable pricing utilizing the Educational Services Commission of New Jersey’s (ESCNJ) cooperative pricing award for water meter equipment, and

WHEREAS, Core and Main of Edison, NJ is the vendor that has been awarded ESCNJ contract number 19/202-27 for Sensus water metering equipment; and

WHEREAS, the Chief 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 Core and Main of Edison NJ, shall be awarded the quote for the replacement of all outdated water meters and related equipment in an amount of \$718,085.

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 September 13, 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
04-215-55-991-013 – WATER METER REPLACEMENT PROGRAM


Monica Goscicki, CFO



CORE & MAIN
 61 Gross Ave
 Edison, NJ 08837
 Office 732-225-1039
 Fax 732-225-5313
 Sales Rep: Fred Schweighardt
 Cell 908-872-9730

Borough of Mountain Lakes
Sensus Metering Systems FlexNet
Fixed Base Radio Read
Advanced Metering Infrastructure (AMI) Proposal

<u>FlexNet Infrastructure(Mountain Lakes)</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total</u>
*Tower Gateway Base Stations	2	98,795.00	98,795.00
**Verizon Raven X	2	1600.00	1600.00
<i>Total Infrastructure</i>			<i>100,395</i>
<u>Servers(SAAS hosted at Sensus location)</u>			
<i>(see note below)</i>			
RNI Setup Fee	1	7,957.00	7,957.00
Sensus Analytic Setup Fee	1	3,750.00	3,750.00
Yearly Fee RNI	1	8,240.00	8,240.00
Yearly Sensus Analytic Fee	1	6,893.00	6,893.00
Sensus Integration Fee	1	3,125.00	3,125.00
Training	1	5,500.00	5,500.00
Base Station Maintenance	1	1,500.00	1,500.00
<i>First Year Fee</i>			<i>36,965.00</i>
<i>Year 2</i>			<i>15,600.00</i>
<i>3% increase per year after year 2</i>			
<u>SmartPoints(transmitters)</u>			
510M Radios	1447	130.00	188,110.00
<i>Total(Radios)</i>			<i>188,110.00</i>
<u>Meters</u>			
¾" IPERL	1123	125.00	140,375.00
1" IPERL	310	190.00	58,900.00
1-1/2" OMNI C2	10	1200.00	12000.00
2" OMNI C2	1	1350.00	1350.00
3" OMNI C2	1	1760.00	1760.00
4" OMNI C2	1	2800.00	2800.00
6" OMNI C2	1	5175.00	5175.00
<i>Total(Meters)</i>			<i>222,360.00</i>



CORE & MAIN
61 Gross Ave
Edison, NJ 08837
Office 732-225-1039
Fax 732-225-5313
Sales Rep: Fred Schweighardt
Cell 908-872-9730

Installation

3/4" or 1" meter	633	135.00	85,455.00
3/4" or 1" dual Sprinkler(2 meters)	400	195.00	78,000.00
1-1/2"-2" meter	11	300.00	3300.00
3"	1	800.00	800.00
4"	1	1200.00	1200.00
6"	1	1500.00	1500.00

Total(Installation) *\$170,255.00*

Total(includes first year of software) *718,085.00*

*Price includes installation of infrastructure. Electricity & Remote Access to be provided by the Borough of Mountain Lakes. Customer is responsible to provide communication link from TGB to RNI (sufficient electrical connections to 1' of the TGB location). Customer responsible for monthly modem bills by Verizon/Comcast, etc and must set up static IP.

State Contract: In order to purchase off the state contract, please submit a PO with the following referenced: "Water Meter Management Services ESCNJ 19/202-27"

Software as a Service Agreement

between

Mountain Lakes Borough
("Customer")

and
Sensus USA Inc.
("Sensus")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 2 Years ("Initial Term"). At the end of the Initial Term, this Agreement shall renew for one additional term of 2 years ("Renewal Term"). The "Term" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.

Customer: Mountain Lakes Borough

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Contents of this Agreement:

- Agreement
- Exhibit A Software
- Exhibit B Technical Support

Agreement

1. General

- A. **Agreement Generally.** The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

2. Software.

- A. **Software as a Service (SaaS).** Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services.
- B. **UCITA.** To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

3. Spectrum

- A. **Spectrum Lease.** The parties previously entered into a spectrum manager lease on 4/8/2016 (the "Spectrum Lease"), which is hereby specifically incorporated by reference.

4. Equipment.

- A. **Purchase of Equipment.** Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: <https://www.sensus.com/tc>, or 1-800-METER-IT
- B. **THERE ARE NO WARRANTIES IN THIS AGREEMENT, EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.**

5. Services.

- A. **Installation of Equipment.** Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support.** Sensus shall provide Customer the technical support set forth in Exhibit B.
- C. **Project Management.** Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D. **Training.** Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- E. **IT Systems Integration Services.** Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

6. General Terms and Conditions.

- A. **Infringement Indemnity.** Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- B. **Limitation of Liability.** Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- C. **Termination.** Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- D. **Force Majeure.** If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.
- E. **Intellectual Property Rights.**

- i. **Software and Materials.** No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "Sensus IP"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
 - ii. **Customer Data.** Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "Customer Data" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
 - iii. **Consent to Use of Customer Data.** Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
 - iv. **Copy of Customer Data.** Upon Customer's written request, Sensus will provide Customer a quote to deliver a CMEP file consisting of the most recent 60 days of CMEP interval file data. Sensus will deliver the CMEP file in accordance with the quote upon Customer's acceptance of the quote.
- F. **Data Privacy.** Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. **Confidentiality.** Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
 - i. **Export Control Laws.** Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. **Anti-Corruption Laws.** Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's county or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- I. **Non-Waiver of Rights.** A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or provisions.
- J. **Assignment and Sub-contracting.** Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. **Amendments.** No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. **Governing Law and Dispute Resolution.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. **Acknowledgement of Events.** The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. **Severability.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. **Four Corners.** This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.

- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.
7. **Definitions. As used in this Agreement, the following terms shall have the following meanings:**
- A. **"Affiliate"** of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. **"Confidential Information"** means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. **"End User"** means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D. **"Field Devices"** means the SmartPoint Modules .
- E. **"FlexNet Base Station"** identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. **"FlexNet System"** is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. **"Force Majeure"** means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. **"Hosted Software"** means those items listed as an Application in Exhibit A.
- I. **"In/Out Costs"** means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and expenses incurred by Customer in installing, uninstalling and removing goods.
- J. **"Intellectual Property"** means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. **"LCM"** identifies the load control modules.
- L. **"Ongoing Fee"** means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. **"Patches"** means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. **"Permitted Use"** means only for reading Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. **"R100 Unit"** identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. **"Release"** means both Updates and Upgrades.
- Q. **"Remote Transceiver"** identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. **"RF Field Equipment"** means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. **"RNI"** identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. **"RNI Software"** identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. **"Service Territory"** identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filing with the FCC.
- V. **"Server Hardware"** means the RNI hardware.
- W. **"SmartPoint™ Modules"** identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. **"Software"** means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. **"Updates"** means releases of the Software that constitute a minor improvement in functionality.
- Z. **"Upgrades"** means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. **"WAN Backhaul"** means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

**Exhibit A
Software**

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both: (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- Regional Network Interface (RNI) Software

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment. Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

- B. Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.

- C. Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that: (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. Software as a Service means only the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.
 - (e) Sensus personnel will use the self-service portal to document and track incidents.
 - (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).

- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.
- viii. Security Management. Sensus will:
 - (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
 - (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
 - (c) Conduct period penetration testing of the network and data center facilities.
 - (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
 - (e) Perform anti-virus and Malware patch management on all systems.
 - (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
 - (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
 - (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
 - (i) Monitors industry regulation/standards regarding security – NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
 - (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs.
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. Software as a Service does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

- i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

$$\text{System Uptime Rate} = 100 \times \frac{\text{TMO} - \text{Total Non-Scheduled Downtime minutes in the Month}}{\text{TMO}}$$

TMO

- ii. Calculations

- a. **Targeted Minutes of Operation or TMO** means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
 - b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
 - c. **Non-Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. **Exceptions. Exceptions** mean the following events:
- Force Majeure
 - Emergency Work, as defined below; and
 - Lack of Internet Availability, as described below.
- a. **Emergency Work.** In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("**Emergency Work**"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "**Managed Systems**"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. **Lack of Internet Availability.** Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. **System Availability.** For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. **Data Center Site-Security.** Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.
- C. **Responsibilities of Customer.**
 - i. Customer shall promptly pay all Software as a Service fees.
 - ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
 - iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("**Customer's Systems**") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.

- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions.** Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. **Regional Network Interface.** The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 1. Manages all inbound and outbound traffic to and from endpoints
 2. Outbound routing optimization
 3. Route analyzer
 4. AES256 bit encryption of radio messages
 5. Reports and metric details of network performance and troubleshooting aids
 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 1. Missing read management
 2. Management of duplicate reads
 3. 60 day temporary storage
 - (iii) Application integration
 1. To Sensus Analytics applications
 2. Enable 3rd party application integration
 3. Batch CMEP file export
 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 1. Gas, water, electric, lighting concurrent support
 2. Remote configuration
 3. Remote firmware updates
 4. Reports, metrics and Troubleshooting
 - (v) User Management
 1. Secure access
 2. Password management
 3. Definable user roles
 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 2. Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 2. Establish the network and security required for the two systems to reasonably communicate.
 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Third Party Software.

- A. **RedHat Linux.** If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements

identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription:

Red Hat Enterprise Linux

JBoss Enterprise Middleware

End User License Agreement:

http://www.redhat.com/licenses/rhel_rha_eula.html

http://www.redhat.com/licenses/jboss_eula.html

Exhibit B
Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

- 3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. After-hours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4. Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a Salesforce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into Salesforce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.

A. Severity Levels Description:

Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the Salesforce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. **Response and Resolution Targets.**

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into Salesforce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	<ul style="list-style-type: none"> • Satisfactory workaround is provided. • Program patch is provided. • Fix incorporated into future release. • Fix or workaround incorporated into Salesforce Knowledge Base.
3	1 Business Day	30 business days	<ul style="list-style-type: none"> • Answer to question is provided. • Satisfactory workaround is provided. • Fix or workaround incorporated into Salesforce Knowledge Base. • Fix incorporated into future release.

6. **Problem Escalation Process.**

6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.

6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.

6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the Salesforce ticket number and the reason why the issue is being escalated.

6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given Salesforce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. **General Support Provisions and Exclusions.**

7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.

7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

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

RESOLUTION 148-21

“RESOLUTION REJECTING ALL BIDS FOR THE FURNISHING OF COLD METAL FRAMING AND EXTERIOR SHEATHING AT THE MUNICIPAL BUILDING”

WHEREAS, on September 9, 2021, the Borough of Mountain Lakes received bids for the furnishing of cold metal framing and exterior sheathing at the municipal building; and

WHEREAS, there were ten (10) bids per the summary below; and

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

WHEREAS, the Borough Manager and Borough Engineer recommend 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 of cold metal framing and exterior sheathing at the municipal building.

Messercola Exc. Co. Inc. 549 E. Third Street Plainfield, NJ 07060	\$52,500.00
Kulpeksa Land Impr. Corp 248 Franklin Ave. Rockaway, NJ 07866	\$65,432.00
ADS Contractors 52 Cooks Cross Rd. Pittstown, NJ 08867	\$80,000.00
Covino Sons Construction 39 North Drive Rochelle Park, NJ 07662	\$82,500.00
Your Way Construction 404 Coit St. Irvington, NJ 07111	\$90,150.00
Brennan Bros. Contracting LLC 28 Maple Street Old Bridge, NJ 08857	\$91,360.00
Reivax Contracting 68 Finderne Ave. Bridgewater, NJ 08807	\$125,100.00
KDP Developers Inc. 424 Coventry Dr. Phillipsburg, NJ 08865	\$129,600.00
Newmar Contracting LLC 47 August Hill Rd. Augusta, NJ 07822	\$130,000.00
Colonnelli Bros. Inc. 409 S. River St. Hackensack, NJ 07601	\$172,800.00

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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 September 13, 2021.

Mitchell Stern, Acting Borough Clerk

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