



**AGENDA FOR THE REORGANIZATION MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
JANUARY 3, 2024
PUBLIC SESSION BEGINS AT 7PM**

1) CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT-Borough Clerk

This meeting is being held in compliance with the provisions of the Open Public Meetings Act, P.L. 1975, Ch. 231. It was properly noticed and has been posted, and certified by the Clerk. Notice of this meeting has been sent to The Citizen, the Morris County Daily Record and The Star Ledger and posted on the bulletin board in the municipal building.

2) PLEDGE OF ALLEGIANCE – Borough Clerk

3) INVOCATION

4) ROLL CALL – Borough Clerk

5) ELECTION OF MAYOR

The Borough Clerk will take nominations for Mayor

6) OATH OF OFFICE – MAYOR

7) ELECTION OF DEPUTY MAYOR

The Mayor will take nominations for Deputy Mayor

8) OATH OF OFFICE – DEPUTY MAYOR

9) 2024 MAYOR'S MESSAGE

Consent Agenda

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**

1. *R01-24, Approving the Officers of the Mountain Lakes Volunteer Fire Department*
2. *R02-24, Establishing 2024 Borough Council Meeting Schedule*
3. *R03-24, Designating Official Newspapers of the Borough for 2024*
4. *R04-24, Establishing 2024 Borough Council Meeting Agenda*
5. *R05-24, Designating 2024 Holiday Schedule*
6. *R06-24, Authorizing Participation in the New Jersey State Tonnage Grant Program*
7. *R07-24, Authorizing Participation in the Volunteer Tuition Credit Program*
8. *R08-24, Supporting Traffic and Safety Ordinances*
9. *R09-24, Supporting Efforts to Maintain 'Idle Free Zones' In the Borough of Mountain Lakes*
10. *R10-24, Support a 'Safe Routes to School' Program*



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11. *R11-24, Protect and Maintain the Public Lands of the Borough of Mountain Lakes*
12. *R12-24, Close the Boulevard for the 2024 Memorial Day Parade*
13. *R13-24, Appointing Special Police Officers*
14. *R14-24, Appointing Assessment Search Officer*
15. *R15-24, Appointing Tax Search Officer*
16. *R16-24, Appointing JIF Representatives*
17. *R17-24, Appointing Dog and Cat Licensing Official*
18. *R18-24, Appointing Municipal Court Personnel*
19. *R19-23, Appointing a Member and an Alternate Member to Serve on the Community Development Revenue Sharing Committee*
20. *R20-24, Appointing the Municipal Housing Liaison*
21. *R21-24, Authorizing Cancellation of Refunds and Delinquencies under \$10.00*
22. *R22-24, Appointing Public Agency Compliance Officer*
23. *R23-24, Establishing the Rate of Interest for Delinquent Taxes*
24. *R24-24, Approving the 2024 Cash Management Plan*
25. *R25-24, Designating Official Depositories for Borough Funds*
26. *R26-24, Authorizing a Temporary Budget for the Calendar Year 2023*
27. *R27-24, Audit Controls Required for the Issuance of Statutory Bonds by the Municipal Excess Liability Joint Insurance Fund (MEL)*
28. *R28-24, Authorizing the Payment of Bills*
29. *R29-24, Authorizing the Continuation of a Mutual Aid Agreement with the Township of Parsippany-Troy Hills for Basic Life Support Services*
30. *R30-24, Authorizing the Execution of an Interlocal Services Agreement between the Borough of Mountain Lakes and the County of Morris for Dispatching Services*



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31. *R31-24, Authorizing the Execution of An Interlocal Services Agreement with the Whippany River Watershed Action Committee and Authorizing the Appointment of Representatives to the Committee for the Calendar Year 2024*
32. *R32-24, Establishing the Borough Council Subcommittees for 2024*
33. *R33-24, Re-establishing the Woodlands Advisory Committee and appointing public members for 2024*
34. *R34-24, Re-establishing the Traffic & Safety Advisory Committee and Appointing Public Members for 2024*
35. *R35-24, Re-establishing the Finance Advisory Committee and appointing public members for 2024*
36. *R36-24, Re-establishing the Memorial Day Parade Advisory Committee and appointing public members for 2024*
37. *R37-24, Re-establishing the Economic Development Advisory Committee and Appointing public members for 2024*
38. *R38-24, Re-establishing the Lakes Management Advisory Committee and Appointing public members for 2024*
39. *R39-24, Re-establishing the Green Team Advisory Committee and Appointing public members for 2024*
40. *R40-24, Re-establishing the Affordable Housing Advisory Committee and Appointing Public Members for 2024*
41. *R41-24, Re-establishing the Public Safety/Borough Hall Infrastructure Advisory Committee and Appointing Public Members for 2024*
42. *R42-24, Resolution Reaffirming the Commitment of Mountain Lakes to Remain a Welcoming Community*
43. *R43-24, Resolution for Invasive Plant Species*
44. *R44-24, Resolution in compliance with United States Equal Employment Opportunity Commission's enforcement guidance regarding arrest and conviction records*
45. *R45-24, Resolution Endorsing the Adoption of Green Building Practices for the Municipal Buildings and Facilities*
46. *R46-24, Resolution Reaffirming the Borough's Commitment to Sustainable Land Use*
47. *R47-24, Resolution of Support & Authorizing Application for Sustainable Jersey Grant*
48. *R48-24, Resolution Supporting Participation in the Sustainable Jersey Municipal Certification Program*
49. *R49-24, Resolution of the Borough of Mountain Lakes, County of Morris, State of New Jersey authorizing the Mountain Lakes Police Department to Participate in the Police Assisted Addiction and Recovery Initiative (PAARI)*
50. *R50-24, Resolution Authorizing a Professional Services Agreement for Legal Services between the Borough of Mountain Lakes and Murphy McKeon P.C.*



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51. *R51-24, Resolution Authorizing a Professional Services Agreement Between the Borough of Mountain Lakes and Phoenix Advisors, LLC*
52. *R52-24, Resolution Authorizing a Professional Services Agreement for Website Maintenance Services between the Borough of Mountain Lakes and RDC Design Group, LLC*
53. *R53-24, Resolution Authorizing a Professional Services Agreement for Auditing Services between the Borough of Mountain Lakes and Nisivoccia LLP*
54. *R54-24, Resolution Authorizing a Professional Services Agreement for Affordable Housing Administrative Agent Services Between the Borough of Mountain Lakes and CGP&H*
55. *R55-24, Resolution Awarding a Contract for Professional Legal Services – Bond Counsel to Hawkins, Delafield & Wood LLP*
56. *R56-24, Resolution Awarding a Contract for Insurance Risk Consulting Services to Chadler Solutions, Inc.*
57. *R57-24, Resolution Authorizing a Professional Services Agreement Between the Borough of Mountain Lakes and Matthew J. Giacobbe, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC*
58. *R58-24, Resolution Authorizing a Professional Services Agreement for Engineering Services Between the Borough of Mountain Lakes and Anderson and Denzler Associates Inc.*
59. *R59-24, Resolution recognizing Employee Benefits Consulting Services Group, LLC as producer of the Borough of Mountain Lakes Employee Dental Benefits Program*
60. *R60-24, Resolution Authorizing a Professional Services Agreement for Planning Services Between the Borough of Mountain Lakes and Phillips Preiss Grygiel LLC*
61. *R61-24, Resolution Authorizing 2024 Municipal Employee Salary*
62. *R62-24, Resolution to Enter into a Shared Services Agreement Between the Borough of Madison and the Borough of Mountain Lakes*

***MINUTES**

Regular Minutes of December 11, 2023

***BOARD AND COMMISSION AND COMMITTEE APPOINTMENTS**

Environmental Commission

Mimi Kaplan, Member with a term running through 12/31/26 (previously appointed)

Daniel Gates, Member with a term running through 12/31/26 (previously appointed)

Tom Chiang Jr., Member with a term running through 12/31/24 (previously appointed)



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Health Commission

Dr. Katherine Roberts, Member with a term running through 12/31/26 (previously appointed)
Dr. Behnam Salari, Member with a term running through 12/31/26 (previously appointed)
Mark Toppel, Alternate #1 Member with a term running through 12/31/26 (previously appointed)

Historic Preservation Committee

Ranjan Bose, Member with a term running through 12/31/27 (previously appointed)
Ryan Astrup, Member with a term running through 12/31/27 (previously appointed)

Planning Board

Mimi Kaplan, Class IV Environmental Commission member with a term running through 12/31/26 (previously appointed)
Kelly Holliday, Class IV member with a term running through 12/31/27 (previously appointed)
Nick Coppola, Class IV member with a term running through 12/31/25 (previously appointed)
Mitchell Stern, Class II member with a term running through 12/31/24
Thomas Menard, Class III member with a term running through 12/31/24
Khizar Sheikh, Class I member with a term running through 12/31/24

Recreation Commission

Derek Jackson, Member with a term running through 12/31/26 (previously appointed)
Mark Odenwelder, Member with a term running through 12/31/26 (previously appointed)
Tish Scarola, Member with a term running through 12/31/26 (previously appointed)
Shaun Lehrer, Member with a term running through 12/31/26 (previously appointed)
Margaret Ng, Member with a term running through 12/31/26

Shade Tree

Chris Capodanno, Member with a term running through 12/31/28 (previously appointed)
Marnie Vyff, Member with a term running through 12/31/28 (previously appointed)

Zoning Board of Adjustment

Jake DeNooyer, Member with a term running through 12/31/27 (previously appointed)
Jim Murphy, Member with a term running through 12/31/27 (previously appointed)
Meghan Leininger, 2nd Alternate with a term running through 12/31/25 (previously appointed)

***COUNCIL LIAISON APPOINTMENTS**

Committee/Commission/Board	Liaison/Member
Health Commission	<i>Cannon</i>
Lakes Management Advisory Committee	<i>Richter</i>
Traffic & Safety Advisory Committee	<i>Korman</i>
Environmental Commission	<i>Korman</i>
Recreation Commission	<i>Muilenberg</i>
Library Board of Trustees	<i>Muilenberg</i>
Memorial Day Advisory Committee	<i>Sheikh</i>
Woodlands Management Advisory Committee	<i>Muilenberg</i>
Zoning Board of Adjustment	<i>Richter</i>



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<i>Shade Tree Commission</i>	<i>Cannon</i>
<i>Historic Preservation Committee</i>	<i>Menard</i>
<i>Green Team</i>	<i>Barnett</i>
<i>Finance Advisory Committee</i>	<i>Barnett, Richter Sheikh</i>
<i>Planning Board</i>	<i>Menard Sheikh</i>
<i>Affordable Housing Advisory Committee</i>	<i>Cannon Korman Sheikh</i>
<i>Economic Development Advisory Committee</i>	<i>Cannon Richter Sheikh</i>
<i>Public Safety / Borough Hall Infrastructure Advisory Committee</i>	<i>Barnett Menard</i>
<i>Community Development (County Committee)</i>	<i>Muilenburg Korman (alt)</i>
<i>Whippany River Watershed Committee</i>	<i>Korman</i>
<i>Ad Hoc Committee – Land Use Ordinances</i>	<i>Menard Richter</i>

Subcommittees

Liaison/Member

<i>Personnel Subcommittee</i>	<i>Barnett Muilenburg Menard</i>
<i>Shared Services Subcommittee</i>	<i>Cannon Muilenburg Sheikh</i>
<i>Public Safety Subcommittee</i>	<i>Barnett Korman Richter</i>
<i>Department of Public Works</i>	<i>Barnett Cannon Menard</i>

10) PUBLIC COMMENT

Please state your name 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) ADJOURNMENT



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

TO: BOROUGH COUNCIL MEMBERS
FROM: MITCHELL STERN, BOROUGH MANAGER
DATE: DECEMBER 29, 2023
RE: EXPLANATION OF RESOLUTIONS

01-24 Resolution approving the officers of the Mountain Lakes Volunteer Fire Department

An annual resolution approving the Officers of the Mountain Lakes Volunteer Fire Department.

02-24 Resolution establishing 2024 Borough Council meeting schedule

An annual resolution establishing the dates of all regularly scheduled Borough Council meetings for calendar year 2024. Meetings are held the 2nd and 4th Mondays of the month except for July and August (4th Monday only) and December (2nd Monday only) with the following exceptions: the second May meeting will be held on Wednesday, May 29th due to the observance of Memorial Day on Monday, May 27th, and the first November meeting will be held on Wednesday, November 13th due to the observance of Veteran's Day on Monday, November 11th. The Reorganization meeting for 2025 will be held on Monday, January 6th. The Wednesday January 24th and Wednesday January 31st meetings are budget work sessions. All meetings will begin at 7pm except the December meeting which begins at 6pm.

03-24 Resolution designating Official Newspapers of the Borough for 2024

An annual resolution establishing the designated newspapers to be utilized by the Borough for publications, as required under the Open Public Meetings Act (OPMA).

04-24 Resolution establishing 2024 Borough Council meeting agenda

An annual resolution establishing the agenda format to be followed at Borough Council meetings.

05-24 Resolution designating 2024 holiday schedule

An annual resolution establishing designated holidays for 2024. Borough employees will not be scheduled to work on these dates, with the exception of Police personnel. All non-essential Borough facilities will be closed.

06-24 Resolution authorizing participation in the New Jersey State Recycling Tonnage Grant Program

Authorized annually, participation allows the Borough the opportunity to receive grant funding based on the amount of recycled material reclaimed through all Borough sources. Grant funds may be used to further recycling and recycling education efforts.

07-24 Resolution authorizing participation in the Volunteer Tuition Credit Program

Authorized annually, participation in the program entitles Volunteer Firefighters to receive lower tuition rates. There is no cost to the Borough for participation, and the program serves as an enticement for volunteers to join, or remain in, the fire department.

08-24 Resolution supporting traffic and safety ordinances

An annual resolution supporting the firm yet fair enforcement of all traffic violations and promoting pedestrian safety.

09-24 Resolution supporting efforts to maintain "Idle Free Zones" in the Borough of Mountain Lakes

Authorized annually, passage of this resolution supports the maintenance of "Idle Free Zones" around Borough schools. This resolution helps support the Green Team's Sustainable Jersey certification efforts.

10-24 Resolution to support a "Safe Routes to School Program"

Authorized annually, passage of this resolution reaffirms support of the Safe Routes to School Program. This resolution helps support the Green Team's Sustainable Jersey certification efforts.

11-24 Resolution to protect and maintain the public lands of the Borough of Mountain Lakes

Authorized annually, support of this resolution reaffirms the Council's desire to protect and maintain all Borough owned land for future generations.

12-24 Resolution to close the Boulevard for the 2024 Memorial Day parade

Authorized annually, this resolution requests the County of Morris to allow the Borough to close the Boulevard for the Memorial Day Parade.

13-24 Resolution appointing special police officers

Authorized annually, passage of this resolution appoints Class I and Class II Special Police Officers. These Officers assist and augment police manpower as deemed appropriate by the Chief of Police.

14-24 Resolution appointing assessment search officer

All municipalities are required to appoint an Assessment Search Officer annually and the Borough Clerk remains the appointee.

15-24 Resolution appointing tax search officer

All municipalities are required to appoint a Tax Search Officer annually and the Tax and Utility Collector remains the appointee.

16-24 Resolution appointing JIF representatives

Authorized annually, passage of this resolution appoints the Borough's representatives to the JIF (Joint Insurance Fund). The Borough Manager and Borough Clerk will be the appointee and alternate, respectively.

17-24 Resolution appointing dog and cat licensing official

An annual resolution appointing the Dog and Cat Licensing Official and the Borough Clerk remains the appointee.

18-24 Resolution appointing municipal court personnel

An annual resolution appointing the Municipal Court Prosecutor, Public Defender and Municipal Judge. The Judge appointment is a continuation of a three-year appointment, ending 12/31/2024.

19-24 Resolution appointing a member and an alternate member to serve on the Community Development Revenue Sharing Committee

An annual resolution required by the Cooperation Agreement between the County and the Borough to appoint a member and alternate to serve on the Community Development Revenue Sharing Committee.

20-24 Resolution appointing the municipal housing liaison

An annual resolution to appoint a Municipal Housing Liaison. The Borough Manager remains the appointee.

21-24 Resolution authorizing cancellation of refunds and delinquencies under \$10.00

An annual resolution authorizing the Tax Collector to cancel or refund any property tax over payment or delinquency under the amount of \$10.00.

22-24 Resolution appointing the P.A.C.O. Officer for 2024

An annual resolution appointing a Public Agency Compliance Officer in accordance with P.L. 1975 C. 127. This appointment is usually the Manager or Administrator of a municipality. The P.A.C.O. ensures that all affirmative action statutes are complied with.

23-24 Resolution establishing the rate of interest for delinquent taxes

An annual resolution establishing the rate of interest on all delinquent taxes.

24-24 Resolution approving the 2024 cash management plan

An annual resolution establishing a cash management plan. The cash management plan is designed to assure the investment of local funds in interest bearing accounts and other permitted investments. The resolution has been reviewed by Borough CFO Monica Goscicki.

25-24 Resolution designating official depositories for Borough funds

This resolution, required annually, establishes a list of financial institutions where Borough funds may be deposited. This resolution is required by NJ state statute.

26-24 Resolution authorizing a temporary budget for the calendar year 2024

All municipalities are required to establish a temporary budget in an amount not to exceed 26.25% of the prior year's total appropriations, excluding capital improvements and debt service. The temporary budget is valid for ninety (90) days. The temporary budget was developed by Borough CFO Monica Goscicki, in consultation with the Borough Manager.

27-24 Resolution relative to audit controls required for the issuance of statutory bonds by the Municipal Excess Liability Joint Insurance Fund

Required annually, this resolution acknowledges that the auditor has concluded that proper controls are in place concerning the handling of finances and that financial transactions are satisfactory. This resolution is forwarded to the JIF and is necessary relative to the issuance of statutory bonds.

28-24 Resolution authorizing the payment of bills

A resolution authorizing the payment of Borough expenses.

29-24 Resolution authorizing a continuation of an interlocal agreement with the Township of Parsippany-Troy Hills for basic life support services

This resolution authorizes the continuation of the interlocal agreement with Parsippany-Troy Hills for basic life support services from Parsippany-Troy Hills emergency medical services provider, Par-Troy EMS.

30-24 Resolution authorizing the continuation of an interlocal services agreement between the Borough of Mountain Lakes and the County of Morris for Police and Fire Dispatch Services

This resolution authorizes the continuance of the Interlocal agreement with the County of Morris for police and fire dispatch services for the 2024 calendar year.

31-24 Resolution authorizing the continuation of an interlocal services agreement with the Whippany River Watershed Action Committee and authorizing the appointment of representatives to the committee for the calendar Year 2024

An annual resolution regarding the Borough's Interlocal service agreement with the Whippany River Watershed Action Committee for the purpose of maintaining a watershed management plan. The Borough Manager and Councilmember Korman are the Administrative Appointee and the Borough Council Appointee.

32-24 Resolution establishing the Borough Council Subcommittees for 2024

This resolution, passed annually, establishes the Borough Council's subcommittees. The subcommittees for 2024 are: Personnel, Public Safety, Shared Services and Public Works.

33-24 through 41-24 Resolutions re-establishing Advisory Committees and appointing public members for 2024

Annual resolutions re-establishing the Woodlands, Traffic & Safety, Finance, Memorial Day Parade, Economic Development, Lakes Management, Green Team, Affordable Housing and the Public Safety / Borough Hall Infrastructure Advisory Committees and appointing public members for 2024.

42-24 Resolution reaffirming the Borough's commitment to remain a welcoming community

A resolution reaffirming the Borough's commitment to remain a welcoming community to all people of diverse backgrounds and identities.

43-24 Resolution regarding invasive plant species

A resolution supporting efforts to eradicate invasive plant species and encourage the use of native plants in the Borough of Mountain Lakes.

44-24 Resolution certifying compliance with the United States Equal Employment Opportunity Commission

Passing of this resolution certifies the Borough's compliance with the guidance provided by the EEOC in regards to consideration of arrest and conviction records when making hiring decisions. Although not a new regulation, from the federal government, the State of New Jersey requires all municipalities to pass this resolution before the municipality can submit their annual municipal budget.

45-24 Resolution endorsing the adoption of green building practices for municipal buildings and facilities

A resolution supporting, where feasible, incorporating green building measures into municipal buildings and facilities during design, construction, operation, and maintenance.

46-24 Resolution reaffirming the Borough's commitment to sustainable land use

This resolution, when passed, continues to reflect the Borough's commitment to consider the principles of Regional Cooperation, Transportation Choices, Natural Resources Protection, Mix of Land Uses, Housing Options, Green Design and Municipal Facilities Siting when making land use decisions.

47-24 Resolution of support & authorizing application for Sustainable Jersey Grant

A resolution supporting applications for grant funding under the Sustainable Jersey Grant Program.

48-24 Resolution supporting participation in the Sustainable Jersey Municipal Certification Program

A resolution supporting the Borough's efforts to participate in the Jersey Municipal Certification Program and naming Janet Horst as the Borough's agent for the program.

49-24 Resolution authorizing the Mountain Lakes Police Department to participate in the Police Assisted Addiction and Recovery Initiative (PAARI)

A resolution supporting the Mountain Lakes Police Department's participation in the Police Assisted Addiction and Recovery Initiative, a program designed to provide a safe way for persons with substance abuse disorders to seek help through their local police department.

50-24 Resolution authorizing a professional services agreement between the Borough of Mountain Lakes and Murphy McKeon P.C.

An annual resolution appointing the Borough's Attorney. The contract has no additional financial impact over the 2023 fee structure. A copy of the agreement is included in the packet.

51-24 Resolution authorizing a professional services agreement between the Borough of Mountain Lakes and Phoenix Advisors, LLC

This resolution authorizes a contract with Phoenix Advisors as the Borough's Continuing Disclosure Agent and Independent Registered Municipal Advisor in regard to filing reports for the municipality's bonding. The contract has no additional financial impact over the 2023 fee structure. A copy of this agreement is included in the packet.

52-24 Resolution authorizing a professional services agreement for website maintenance services between the Borough of Mountain Lakes and RDC Design Group, LLC

This resolution authorizes a contract for Website Maintenance Services to RDC Design Group, LLC. The contract has no additional financial impact over the 2023 fee structure. A copy of the agreement is included in the packet.

53-24 Resolution authorizing a professional services agreement for auditing services between the Borough of Mountain Lakes and Nisivoccia LLP

An annual resolution to appoint the Borough's Auditor. The financial impact of this contract is an increase of 2% over the previous year's agreement. A copy of the agreement is included in the packet.

54-24 Resolution authorizing a professional services agreement for affordable housing administrative agent between the Borough of Mountain Lakes and CGP&H (Community Grants, Planning & Housing)

This resolution authorizes a professional services agreement for Affordable Housing Administrative Agent Services between the Borough and CGP&H. The fee for these services are \$17,300 and is consistent with other municipalities.

55-24 Resolution awarding a contract for the professional legal services as the Borough's Bond Counsel to Hawkins, Delafield & Wood, LLP

An annual resolution appointing the Borough's Bond Counsel. Fees will be incurred if the Borough passes a bond ordinance or conducts a Bond Sale in 2024. The contract has no additional financial impact over the 2023 fee structure. A copy of the agreement is included in the packet.

56-24 Resolution awarding a contract for Insurance Risk Consulting Services to Chadler Solutions, Inc.

This resolution awards the annual contract for Insurance Risk Consulting Services to Chadler Solutions, Inc. The contract has no additional financial impact over the 2023 fee structure. A copy of the agreement is included in the packet.

57-24 Resolution authorizing a professional services agreement between the Borough of Mountain Lakes and Matthew J. Giacobbe, Esq. of Cleary Giacobbe Alfieri Jacobs, LLC

This resolution authorizes the Borough to enter into an agreement with Matthew J. Giacobbe Esq. for legal services for labor and employment related matters. The contract has no additional financial impact over the 2023 fee structure.

58-24 Resolution authorizing a professional services agreement for engineering services between the Borough of Mountain Lakes and Anderson and Denzler Associates, Inc.

An annual resolution appointing the Borough's Engineer for all matters except those related to Dams and Lakes. The financial impact of this appointment is an increase of 3% over the previous year's agreement. A copy of the agreement is included in the packet.

59-24 Resolution recognizing Employee Benefits Consulting Services Group, LLC as producer of the Borough of Mountain Lakes Employee Dental Benefits Program

This resolution authorizes Employee Benefits Consulting Services Group, LLC to continue to serve as the agent responsible for the Borough's employee dental benefits. The cost for the service is set by the Morris County Joint Insurance Fund. The financial impact is an increase of 3.76% over the previous year's rate. Please note that the rate remained the same in 2022 and 2023.

60-24 Resolution authorizing a professional services agreement for planning services between the Borough of Mountain Lakes and Phillips Preiss Grygiel LLC

A resolution authorizing a professional services agreement for planning services. The contract has no additional financial impact over the 2023 fee structure. A copy of the contract is included.

61-24 Resolution authorizing 2024 municipal employee salary

This resolution authorizes a salary increase for the Borough Clerk that was agreed upon as part of the original offer of employment. The salary increase was discussed with the Personnel Subcommittee at time of offer.

62-24 Resolution to enter into a shared services agreement between the Borough of Madison and the Borough of Mountain Lakes

This resolution authorizes the continuation of a shared service agreement with the Borough of Madison for IT services. The financial impact of this contract reflects an increase of 2% over the previous year's agreement. A copy of the contract is attached.

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

RESOLUTION 01-24

**“RESOLUTION APPROVING THE OFFICERS OF THE
MOUNTAIN LAKES VOLUNTEER FIRE DEPARTMENT”**

WHEREAS, Chapter 26-14 of the Revised General Ordinances of the Borough of Mountain Lakes states that the Council shall approve the officers to serve in the Volunteer Fire Department of the Borough of Mountain Lakes; and

WHEREAS, the Mountain Lakes Volunteer Fire Department has proposed the following officers:

Fire Chief:	Joseph Mullaney
Deputy Chief:	Matthew DeSantis
Administrative Officer	Joseph Mullaney

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that said officers have been duly approved for the **2024** calendar year.

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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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 02-24

“RESOLUTION ESTABLISHING 2024 BOROUGH COUNCIL MEETING SCHEDULE”

WHEREAS, Chapter 231 of the Public Laws of the State of New Jersey for 1975, known as and herein designated as the “Open Public Meetings Act”, requires notification of meetings of public bodies, as therein defined, in the manner therein set forth.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, regular sessions, to discuss or act upon public business will begin at 7p.m. on each of the dates set forth below, at Mountain Lakes High School, 96 Powerville Road, Mountain Lakes, New Jersey.

Monday, January 22, 2024
 Wednesday, January 24, 2024
 Wednesday, January 31, 2024
 Monday, February 12, 2024
 Monday, February 26, 2024
 Monday, March 11, 2024
 Monday, March 25, 2024
 Monday, April 8, 2024
 Monday, April 22, 2024
 Monday, May 13, 2024
 Wednesday, May 29, 2024

Monday, June 10, 2024
 Monday, June 24, 2024
 Monday, July 22, 2024
 Monday, August 26, 2024
 Monday, September 9, 2024
 Monday, September 23, 2024
 Monday, October 14, 2024
 Monday, October 28, 2024
 Wednesday, November 13, 2024
 Monday, November 25, 2024
 Monday, December 9, 2024 - 6:00 p.m. start

Reorganization

Monday, January 6, 2025 – 7pm

BE IT FINALLY RESOLVED that any additions or changes to the above schedule or changes in the time, date or place of any scheduled meeting will be posted on the official bulletin board and delivered to the official newspaper of the Borough in advance, as required by law.

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 January 3, 2024..

 Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 03-24

“RESOLUTION DESIGNATING OFFICIAL NEWSPAPERS OF THE BOROUGH FOR 2024”

WHEREAS, Chapter 231 of the Public Laws of the State of New Jersey for 1975, known as and herein designated as the “Open Public Meetings Act”, requires notification of meetings of public bodies, as therein defined, in the manner therein set forth; and

WHEREAS, N.J.S.A. 10: 4-8 requires public bodies to designate which newspapers shall serve as “Official Newspapers” in their jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey for purpose of compliance with the aforesaid “Open Public Meetings Act” and N.J.S.A. 10: 4-8, that the Borough Council of the Borough of Mountain Lakes hereby makes the following designations:

1. The Morris County Daily Record, The Citizen, and/or The Star Ledger as the newspapers to receive notices of meetings as required by any and all sections of the “Open Public Meetings Act”, and NJSA 10:4-8, as those newspapers are most likely to inform the local public of such meetings.
2. The location for posting of notice of meetings shall be on the bulletin board located in the Borough Hall, 420 Boulevard Suite 103, Mountain Lakes, New Jersey.
3. The sum of **\$25.00** per year is hereby fixed as the amount to be paid by any person requesting individual notice of meetings as provided in Section 14 of the “Open Public Meetings Act” and NJSA 10:4-19.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
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Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 05-24

“RESOLUTION DESIGNATING 2024 HOLIDAY SCHEDULE”

WHEREAS, the Borough of Mountain Lakes Personnel Policy states that certain employees are entitled to thirteen (13) holidays.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that all employees other than the Police Department shall be entitled to the following holidays, and the Borough offices shall be closed on these days:

HOLIDAY SCHEDULE (Offices Closed)

New Year’s Day	Monday, January 1, 2024
Presidents’ Day	Monday, February 19, 2024
Memorial Day	Monday, May 27, 2024
Independence Day	Thursday, July 4, 2024
Labor Day	Monday, September 2, 2024
Veterans Day	Monday, November 11, 2024
Thanksgiving Holiday	Thursday, November 28, 2024
Thanksgiving Holiday	Friday, November 29, 2024
Christmas Holiday	Tuesday, December 24, 2024
Christmas Holiday	Wednesday, December 25, 2024
New Year’s Day 2025	Wednesday, January 1, 2025

Three Floating Holidays which are to be used with the approval of Department Heads.

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 January 3, 2024.

Cara Fox, Borough Clerk

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Richter						
Sheikh						

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

RESOLUTION 06-24

“RESOLUTION AUTHORIZING PARTICIPATION IN THE NEW JERSEY STATE RECYCLING TONNAGE GRANT PROGRAM”

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L.1987, c.102, has established a recycling fund from which tonnage grant may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to Implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants **for calendar year 2024** will memorialize the commitment of this municipality to recycling and to indicate the assent of the Borough of Mountain Lakes to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW THEREFORE BE IT RESOLVED by the **Borough Council of the Borough of Mountain Lakes** that **Mountain Lakes** hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates Doug Edler to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

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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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
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Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 07-24

“RESOLUTION AUTHORIZING PARTICIPATION IN THE VOLUNTEER TUITION CREDIT PROGRAM”

WHEREAS, the Borough Council of the Borough of Mountain Lakes in the County of Morris, State of New Jersey, deem it appropriate to enhance the recruitment and retention of volunteer firefighters and emergency medical volunteers in the Borough of Mountain Lakes; and

WHEREAS, the State of New Jersey has enacted P.L. 1998, c.145 which permits municipal governments to allow their firefighters and emergency medical volunteers to take advantage of the Volunteer Tuition Credit Program at no cost to the municipal government.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Volunteer Tuition Credit Program as set forth in P.L. 1998, c.145 is herewith adopted for the volunteer firefighters and emergency medical volunteers in the municipality.

BE IT FURTHER RESOLVED, that the Borough Clerk of the Borough of Mountain Lakes is herewith delegated the responsibility to administer the program and is authorized to enter into all agreements and to maintain files of all documents as may be required under the P.L. 1998, c. 145, a copy of which is herewith made part of this resolution.

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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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
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Richter						
Sheikh						

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

RESOLUTION 08-24

“RESOLUTION SUPPORTING TRAFFIC AND SAFETY ORDINANCES”

WHEREAS, the Borough Council desires that the traffic and safety Ordinances of the Borough to be firmly and fairly enforced; and

WHEREAS, the Borough Council feels that the success of this program is assured if the Council, Manager, the Department Heads, the individual members of the Borough Police Department, and all other members of the Borough work force give these Ordinances their full support and attention.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the word should go out to all the residents, and all those who travel through our community, that we will not tolerate speeding, reckless driving, and the disregard of pedestrian safety.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to all Department Heads and the Chief of Police.

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 January 3, 2024.

Cara Fox, Borough Clerk

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Sheikh						

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

RESOLUTION 09-24

**“RESOLUTION SUPPORTING EFFORTS TO MAINTAIN ‘IDLE FREE ZONES’
IN THE BOROUGH OF MOUNTAIN LAKES”**

WHEREAS, emissions from gasoline and diesel powered vehicles contribute significantly to air pollution, including greenhouse gases, ozone formation, fine particulates, and a multitude of potentially harmful pollutants that can trigger an asthma attack and other ailments; and

WHEREAS, asthma is a significant public health concern in NJ, especially among children and the elderly; and

WHEREAS, unnecessary greenhouse gas emissions and exposure to air toxics can be minimized by reducing or eliminating wasteful vehicle idling; and

WHEREAS, petroleum-based gasoline and diesel fuel are nonrenewable fuels and should be used wisely and not wasted; and

WHEREAS, idling is not generally beneficial to a vehicle’s engine because it wears engine parts; and

WHEREAS, vehicle idling occurs in locations (e.g. school grounds, parking lots, drive-through windows, business centers, etc.) where residents can be exposed to air pollutant emissions; and

WHEREAS, moving beyond New Jersey’s existing no-idling code of 3 minutes would significantly improve public health, air quality, reduce costs and greenhouse gas emissions.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough of Mountain Lakes supports efforts to maintain “idle free zones” to minimize idling by government agencies, schools, businesses, and other organizations by:

- Encouraging any gasoline or diesel powered motor vehicle to turn off their engines after 10 seconds if they plan to remain at that location for more than 30 seconds;
- Encouraging the public to minimize idling at idle-frequent locations such as school drop-off and pick up, drive through windows, gas stations, parking lots, and business centers;
- Maintaining municipal vehicles to eliminate any visible exhaust;
- Enforcing existing violations and penalties under NJ’s existing no-idling code; and
- Supporting broad education of the public about the health, environmental and economic impacts of idling and ways to reduce idling.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
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Richter						
Sheikh						

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

RESOLUTION 10-24

“RESOLUTION TO SUPPORT A SAFE ROUTES TO SCHOOL PROGRAM”

WHEREAS, there is a need to promote the health and safety of our children; and

WHEREAS, Congress has designated federal funding to develop the National Safe Routes to School Program to address these challenges; and

WHEREAS, bicycling and walking to school can have a positive mental and physical impact on the health of children and youth, and helps them arrive at school ready to learn; and

WHEREAS, providing safer routes to and from schools aims to decrease pedestrian and bicycling related injuries, not just for students but for the entire community; and

WHEREAS, the Safe Routes to School program uses education, encouragement, infrastructure and enforcement strategies to help make walking and bicycling to school safer and more attractive to children; and

WHEREAS, a successful Safe Routes to School program involves schools, school boards, citizens and local government to collaborate to enable and encourage children, including those with disabilities, to walk and bicycle to school safely.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, support the Safe Routes to School Program and are proponents of developing and maintaining safe ways to walk and bicycle to school.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
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Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 11-24

**“RESOLUTION TO PROTECT AND MAINTAIN
THE PUBLIC LANDS OF THE BOROUGH OF MOUNTAIN LAKES”**

WHEREAS, the Borough Council of the Borough of Mountain Lakes believes that all land owned by the Borough of Mountain Lakes is held in trust for future generations by the Councils and citizens of this community; and

WHEREAS, the woodland, wetlands, and open spaces of Mountain Lakes help define the character of the town and, beyond that, each succeeding year brings us more information on how vital such natural lands are to our collective well-being and to the health of the world around us; and

WHEREAS, these lands are also buffers which mitigate the effect of reasonable development of private lands; and

WHEREAS, once converted to other use, such lands cannot be replaced and therefore short term needs and pressures do not justify endangering the environment of our town, county and state; and

WHEREAS, the Borough Council believes that those most intimately associated with these lands are the most qualified to protect them.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough of Mountain Lakes will protect these lands as its citizens and their elected officials deem necessary, and that the current Council of the Borough affirms and continues in the wisdom of its predecessors in owning, protecting and maintaining the public lands 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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
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Richter						
Sheikh						

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

RESOLUTION 12-24

“RESOLUTION TO CLOSE THE BOULEVARD FOR THE 2024 MEMORIAL DAY PARADE”

WHEREAS, it is necessary to close the Boulevard on Monday, May 27, 2024 from 10 A.M. to 12 P.M. (Noon) from the intersection of Glen Road to the intersection of Lake Drive for the Memorial Day Parade; and

WHEREAS, the Morris County Board of County Commissioners has always given its permission to the above request.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, grant permission for the above closing contingent on final approval of closure by the Morris County Board of County Commissioners.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
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**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 13-24

“RESOLUTION APPOINTING SPECIAL POLICE OFFICERS”

WHEREAS, the Chief of Police has recommended and the Borough Manager has approved the following individuals to be appointed to serve as Special Police Officers as identified below:

Class I Special Police Officer	Chris Seugling
Class II Special Police Officer	Joseph Mola
Class II Special Police Officer	Joseph Mullaney
Class II Special Police Officer	Jeffrey Sims

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey that said officers have been duly appointed for the 2024 calendar year in accordance with N.J.S.A. 40A: 14-140, and 146.10.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
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**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ**

RESOLUTION 14-24

“RESOLUTION APPOINTING ASSESSMENT SEARCH OFFICER”

WHEREAS, N.J.S.A. 54:5-18.1 requires the governing body to provide by resolution for the making of official certificates of searches as to municipal improvements authorized by Ordinance of the municipality, but not assessed, affecting any parcel or tract of land in such municipality in that a future assessment will be made thereon pursuant to such Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough Clerk is hereby appointed to the position of Assessment Search Officer until such time a resolution stating otherwise is adopted.

BE IT FINALLY RESOLVED that a certified copy of this resolution is forwarded to the Assessment Search Officer.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
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Sheikh						

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

RESOLUTION 15-24

“RESOLUTION APPOINTING TAX SEARCH OFFICER”

WHEREAS, N.J.S.A. 54:5-11 requires the governing body to designate, by resolution, a bonded official of the municipality to make examinations of its records as to unpaid municipal liens and to certify the result thereof.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that Anne Stusnick is hereby appointed to the position of Tax Search Officer until such time a resolution stating otherwise is adopted.

BE IT FINALLY RESOLVED that a certified copy of this resolution is forwarded to the Tax Search Officer.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 16-24

“RESOLUTION APPOINTING JIF REPRESENTATIVES”

WHEREAS, the Borough of Mountain Lakes is a member of the Morris County Joint Insurance Fund; and

WHEREAS, there is a requirement of the Morris County Insurance Fund that all participating municipalities to designate an Insurance Fund Commissioner as its representative.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that Mitchell Stern be appointed Borough Representative to the Morris County Joint Insurance Fund.

BE IT FURTHER RESOLVED that Cara Fox be appointed as Alternate Representative, to attend meetings in his place when the need arises.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
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Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 17-24

“RESOLUTION APPOINTING DOG AND CAT LICENSING OFFICIAL”

WHEREAS, the Borough of Mountain Lakes licenses dogs and cats annually; and

WHEREAS, cat and dog licensing is done by mail and in person.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that Cara Fox shall be appointed as the Dog and Cat Licensing Official for 2024.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 18-24

“RESOLUTION APPOINTING MUNICIPAL COURT PERSONNEL”

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

WHEREAS, effective January 1, 2012, the Borough has entered into a Shared Service Agreement with the Township of Denville for the sharing of municipal court personnel and facilities; and

WHEREAS, in furtherance of that Shared Service Agreement, it is necessary for the Borough Council to appoint the appropriate Municipal Court personnel for 2024 as provided under N.J.S.A. 2B: 12-4.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, the following Municipal Court personnel be appointed, with all compensation being paid by the Township of Denville pursuant to the Shared Services Agreement, for terms ending December 31, 2024, as provided under N.J.S.A. 2B:12-4.

Municipal Prosecutor	Brian Mason
Public Defender	Daniel Agatino
Municipal Court Judge	Gerard Smith

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 19-24

“RESOLUTION APPOINTING A MEMBER AND AN ALTERNATE MEMBER”

TO SERVE ON THE COMMUNITY DEVELOPMENT REVENUE SHARING COMMITTEE”

WHEREAS, the by-laws of the Morris County Community Development Program and the Cooperation Agreement the Borough has entered into with the County require that the Borough Council appoint, on an annual basis, one member to serve on the Community Development Revenue Sharing Committee.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that Melissa Muilenburg be appointed as Member to serve on the Community Development Revenue Sharing Committee for the year **2024**, and that Cynthia Korman be appointed as Alternate Member.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
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Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 20-24

“RESOLUTION APPOINTING THE MUNICIPAL HOUSING LIAISON”

WHEREAS, the Borough has, by Ordinance #02-10, created the position of Municipal Housing Liaison, in accordance with the regulations promulgated by the Council on Affordable Housing; and

WHEREAS, Ordinance #02-10 provides that the Borough Council shall appoint a Municipal Housing Liaison.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes that Mitchell Stern is hereby appointed as the Municipal Housing Liaison for the Borough of Mountain Lakes for the calendar year **2024**.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
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Richter						
Sheikh						

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

RESOLUTION 21-24

“RESOLUTION AUTHORIZING CANCELLATION OF REFUNDS AND DELINQUENCIES UNDER \$10.00”

WHEREAS, N.J.S.A. 40A: 5-18 allows for the cancellation of property tax refunds or delinquent amounts in the amount less than \$10.00; and

WHEREAS, the governing body may authorize a municipal employee chosen by said body to process, without further action on their part, any cancellation of property tax delinquencies or overpayments of \$10.00 or less.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that Anne Stusnick is authorized to cancel said tax amounts as deemed necessary.

BE IT FURTHER RESOLVED that a certified copy of the Resolution shall be forwarded to the Tax Collector and Borough Auditor.

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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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
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Sheikh						

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

RESOLUTION 22-24

“RESOLUTION NAMING AFFIRMATIVE ACTION P.A.C.O. FOR 2024”

BE IT RESOLVED, that the Mayor and Council of the Borough of Mountain Lakes, in the County of Morris, New Jersey, in accordance with P.L. 1975 C. 127 (NJAC 18:27), does hereby designate the Public Agency Compliance Officer of the Borough of Mountain Lakes in Morris County, New Jersey for the year 2024, to be:

Mitchell Stern
Borough Manager
400 Boulevard
Mountain Lakes, NJ, 07046
Tel: (973)334-3131, ext. 2007
Fax: (973)402-3466

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
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Muilenburg						
Richter						
Sheikh						

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 23-24

“RESOLUTION ESTABLISHING THE RATE OF INTEREST FOR DELINQUENT TAXES”

WHEREAS, R.S. 54:4-67 permits the governing body of each municipality to fix the rate of interest to be charged for nonpayment of taxes or assessments subject to any abatement or discount for the late payment of taxes as provided by law.

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

1. Property taxes shall be due and payable quarterly on February 1st, May 1st, August 1st and November 1st of each year, with a ten-day grace period, after which dates, if unpaid shall become delinquent, with interest charged as set forth below and reverting back to the due date on any quarterly installment of taxes.
2. The rate of interest for delinquent property taxes is fixed at 8% per annum on the first \$1,500.00 of delinquency and 18% per annum on any amount of taxes in excess of \$1,500.00.
3. A 6% year-end penalty will be assessed on the last day of the fiscal year on delinquent property tax accounts when in excess of \$10,000.
4. This resolution shall be published in its entirety once in an Official Newspaper of the Borough of Mountain Lakes.
5. A certified copy of this resolution shall be provided by the Office of the Clerk to the Tax Collector, Utility Billing Clerk, Borough Attorney, and Borough Auditor.

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 January 3, 2024.

Cara Fox, Borough Clerk

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Barnett						
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Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 24-24

“RESOLUTION APPROVING THE 2024 CASH MANAGEMENT PLAN”

WHEREAS, the Local Fiscal Affairs Law (N.J.S.A. 40A:5-14) Chapter 148 of the 1997 Pamphlet Laws of the State of New Jersey require that counties, municipalities and authorities adopt annually a Cash Management Plan designed to assure the investment of local funds in interest bearing accounts and other permitted investments.

NOW THEREFORE BE IT RESOLVED that the Borough Council of the Borough of Mountain Lakes, County of Morris, in the State of New Jersey approves the attached Cash Management Plan for the Borough of Mountain Lakes for the period January 1, 2024 to December 31, 2024.

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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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**2024 CASH MANAGEMENT PLAN FOR THE BOROUGH OF MOUNTAIN LAKES,
COUNTY OF MORRIS, NJ**

I. STATEMENT OF PURPOSE

This Cash Management Plan (the "Plan") is prepared pursuant to the provisions of N.J.S.A. 40A:5-14 in order to set forth the basis for the deposits ("Deposits") and investment ("Permitted Investments") of certain public funds of the Borough of Mountain Lakes, pending the use of such funds for the intended purposes. The Plan is intended to assure that all public funds identified herein are deposited in interest bearing Deposits or otherwise invested in Permitted Investments hereinafter referred to. The intent of the Plan is to provide that the decisions made with regard to the Deposits and the Permitted Investments will be done to insure the safety, the liquidity (regarding its availability for the intended purposes), and the maximum investment return within such limits. The Plan is intended to insure that any Deposit or Permitted Investment matures within the time period that approximates the prospective need for the funds deposited or invested so that there is not a risk to the market value of such Deposits or Permitted Investments.

II. IDENTIFICATION OF FUNDS AND ACCOUNTS TO BE COVERED BY THE PLAN

A. The Plan is intended to cover the deposit and/or investment of the following funds of the Borough of Mountain Lakes:

Clearing Account	
Current Fund	General Capital Fund
Water Utility Operating Fund	Water Capital Fund
Sewer Utility Operating Fund	Sewer Capital Fund

B. It is understood that, for investment purposes, this Plan is not intended to cover certain funds of the Borough of Mountain Lakes, specifically Payroll Trust Funds, General Trust Funds and Municipal Court Accounts.

III. DESIGNATION OF OFFICIALS OF THE BOROUGH OF MOUNTAIN LAKES AUTHORIZED TO MAKE DEPOSITS AND INVESTMENTS UNDER THE PLAN

The Chief Financial Officer (the Designated Official) and the Borough Treasurer of the Borough of Mountain Lakes are hereby authorized and directed to deposit and/or invest the funds referred to in the Plan.

IV. DESIGNATION OF DEPOSITORIES

The following banks and financial institutions are hereby designated as official depositories for the Deposit of all public funds referred to in the Plan, including any certificates of deposit which are not otherwise invested in Permitted Investments as provided for in this Plan:

Bank of America	Citibank
TD Bank	HSBC Bank
JP Morgan Chase Bank	Lakeland Bank
PNC Bank	Santander Bank
Wells Fargo Bank	Provident Bank
State of N.J. Cash Management Fund	
Peapack-Gladstone Bank	

V. DEPOSIT OF FUNDS

All funds shall be deposited within 48 hours of receipt in accordance with State Statute.

- (1) Operating funds must be deposited into interest bearing accounts to maximize interest earnings.
- (2) Capital funds other than operating funds may be deposited into interest bearing accounts. Non-interest bearing accounts shall be regularly monitored for availability of funds for investment.
- (3) Trust funds may be deposited into interest bearing accounts. Non-interest bearing accounts shall be regularly monitored for availability of funds for investment except where either state or federal laws prohibit the earnings of interest on such funds.

VI. DESIGNATION OF ALLOWABLE INVESTMENT INSTRUMENTS

The Borough may permit deposits and investments in depositories as permitted in P.L. 1997, Chapter 148.

VII. DEFINITION OF ACCEPTABLE COLLATERAL AND PROTECTION OF BOROUGH ASSETS

- (1) All designated depositories must conform to all applicable state statutes concerning depositories of public funds.
- (2) All depositories shall obtain the highest amount possible FDIC and /or FSLIC coverage of all Borough assets (Demand and Certificate of Deposit) and shall be a member of GUDPA.
- (3) Collateral will be required for all deposits and investments of the Borough, except for those in the State of New Jersey Cash Management Fund. Collateral must have a market value of not less than 100 percent of all deposits and investments.

VIII. MAXIMUM MATURITY POLICY

Investments shall be limited to a maturity not to exceed 397 days on all operating funds unless a longer maturity is permitted within the provisions of regulations promulgated by either the federal or state governments.

IX. INVESTMENT PROCEDURES

- (1) Bids for Certificates of Deposit and Repurchase Agreements will be solicited from at least three designated depositories only if the amount is \$50,000 or greater.
- (2) Telephone bids will be solicited from designated depositories by the Chief Financial Officer or by his/her designated staff member.
- (3) The depository shall specify the principal amount of the investment bid on, interest rate, and number of days used to calculate the interest to be paid upon maturity.
- (4) Interest paid shall be from the date the bid was awarded to the day of maturity.
- (5) All bidders may request the results of the bid after the bid is formally awarded.
- (6) A check or wire transfer of funds will be made available to the winning bidder the same business day the bid is awarded.
- (7) Each quotation shall be documented to record the date and time of quote, the parties in the discussion, the instrument(s), maturities and rates. A bid form of the Borough may be used.

X. CONTROLS

When possible, the internal controls should provide for a segregation of the investment placement functions and the accounting activity. Controls must be designed for telephone orders, wire transfers and securities safekeeping. Only designated personnel of the Finance Office shall be allowed to conduct these transactions, and all activity should be subject to immediate written confirmation by the designated depository. The Chief Financial Officer shall review each day's activity.

XI. BONDING

Surety bonds will be maintained for all personnel who have required coverage in accordance with the Borough's auditors and Division of Local Government Service guidelines.

XII. SAFEKEEPING CUSTODY PAYMENT AND ACKNOWLEDGMENT OF RECEIPT OF PLAN

To the extent that any Deposit or Permitted Investment involves a document or security which is not physically held by the Borough of Mountain Lakes, then such instrument or security shall be covered by a custodial agreement with an independent third party, which shall be a bank or financial institution in the State of New Jersey. Such institution shall provide for the designation of such investments in the name of the Borough of Mountain Lakes to assure that there is no unauthorized use of the funds or the Permitted Investments or Deposits. Purchase of any Permitted Investments that involve securities shall be executed by a "delivery versus payment" method to insure that such Permitted Investments are either received by the Borough of Mountain Lakes or by a third party custodian prior to or upon the release of the Borough's funds.

XIII. REPORTING REQUIREMENTS

The Designated Official referred to in Section III hereof shall supply to the governing body of the Borough of Mountain Lakes, on a quarterly basis, a written report of any Deposits or Permitted Investments made pursuant to this Plan, which shall include, at a minimum, the following information:

- A. The name of any institution holding funds of the Borough of Mountain Lakes as a Deposit or a Permitted Investment.
- B. The amount of securities or Deposits purchased or sold during the immediately preceding month.
- C. The class or type of securities purchased or Deposits made.
- D. The book value of such Deposits or Permitted Investments.

XIV. TERM OF PLAN

This plan shall be in effect **from January 1, 2024 to December 31, 2024**. Attached to this Plan is a resolution of the Borough of Mountain Lakes approving this Plan for such period of time. The Plan may be amended from time to time. To the extent that any amendment is adopted by the governing body, the Designated Official is directed to supply copies of the amendments to all of the parties who otherwise have received the copy of the originally approved Plan, which amendment shall be acknowledged in writing in the same manner as the original Plan was so acknowledged.

XV. AUTHORIZED ACCOUNT SIGNATURES

BOROUGH OF MOUNTAIN LAKES - BANK ACCOUNTS AS OF 12/31/23

	# Authorized Signatures	# Required Signatures
Provident Bank - Bank Accounts		
Operating Accounts:		
Current Fund	3	2
General Capital Fund	3	2
Water Utility Operating Fund	3	2
Water Utility Capital Fund	3	2
Sewer Utility Operating Fund	3	2
Sewer Utility Capital Fund	3	2
Payroll Trust Accounts:		
Net Payroll Fund	3	1
Payroll Agency Fund	3	2
Unemployment Insurance Fund	3	2
Flexible Spending Account	3	2
General Trust Accounts:		
Animal Trust Fund	3	2
Police Outside Detail Trust	3	2
Recreation Trust Fund	3	2
Other Trust Fund	3	2
Developer's Escrow Trust Fund	3	2
Police Forfeited Assets	3	2
Shade Tree Trust Fund	3	2
Affordable Housing Trust Fund	3	2

XV. PETTY CASH FUND

Reimbursements for expenditures through the Petty Cash Fund shall be made within the limits approved by the Director of the Division of Local Government Services. The Petty Cash Fund shall be maintained in accordance with N.J.S.A. 40A: 5-21. Petty Cash Funds shall be maintained in the following amounts:

Custodians	\$250.00
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XVI. CHANGE FUNDS

Change funds have been established by resolution of the governing body to provide change to taxpayers making payments to the following departments:

Tax Office/Solid Waste	\$150.00
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Water/Sewer Utilities Department	\$ 50.00
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2024 TEMPORARY BUDGET

01-201-20-100-001	GENERAL ADMIN: SALARIES & WAGES	37,000.00
01-201-20-100-020	GENERAL ADMIN: OTHER EXPENSES	15,000.00
01-201-20-110-020	MAYOR AND COUNCIL: OTHER EXPENSES	500.00
01-201-20-120-001	MUNICIPAL CLERK: SALARIES & WAGES	17,000.00
01-201-20-120-020	MUNICIPAL CLERK: OTHER EXPENSES	2,000.00
01-201-20-130-001	FINANCIAL ADMIN: SALARIES & WAGES	18,000.00
01-201-20-130-020	FINANCIAL ADMIN: OTHER EXPENSES	7,000.00
01-201-20-140-020	COMPUTER SERVICES: OTHER EXPENSES	8,000.00
01-201-20-145-001	TAX COLLECTOR: SALARIES & WAGES	16,500.00
01-201-20-145-020	TAX COLLECTOR: OTHER EXPENSES	3,200.00
01-201-20-150-001	TAX ASSESSOR: SALARIES & WAGES	6,900.00
01-201-20-150-020	TAX ASSESSOR: OTHER EXPENSES	3,000.00
01-201-20-155-020	LEGAL: OTHER EXPENSES	24,000.00
01-201-20-165-020	ENGINEERING SERVICES: OTHER EXPENSES	2,800.00
01-201-21-180-001	PLANNING BOARD: SALARIES & WAGES	3,300.00
01-201-21-180-020	PLANNING BOARD: OTHER EXPENSES	3,000.00
01-201-21-185-001	ZONING BD OF ADJ: SALARIES & WAGES	3,300.00
01-201-21-185-020	ZONING BD OF ADJ: OTHER EXPENSES	4,200.00
01-201-22-195-001	UNIFORM CONSTRUC CODE: SALARIES & WAGES	35,000.00
01-201-22-195-020	UNIFORM CONSTRUC CODE: OTHER EXPENSES	13,000.00
01-201-22-196-001	CODE ENFORCEMENT: SALARIES & WAGES	15,000.00
01-201-23-210-020	LIABILITY INSURANCE	32,200.00
01-201-23-215-020	WORKMAN COMPENSATION INSURANCE	27,000.00
01-201-23-220-020	EMPLOYEE GROUP INSURANCE	170,000.00
01-20123-222-020	HEALTH BENEFIT WAIVER	10,500.00
01-201-25-240-001	POLICE DEPT: SALARIES & WAGES	585,000.00
01-201-25-240-020	POLICE DEPT: OTHER EXPENSES	25,000.00
01-201-25-250-020	INTERLOCAL SERVICE: MC POLICE DISPATCH	26,500.00
01-201-25-251-020	INTERLOCAL SERVICE: DENVILLE COURT	16,000.00
01-201-25-252-001	EMERGENCY MANAGEMENT: SALARIES & WAGES	2,100.00
01-201-25-252-020	EMERGENCY MANAGEMENT: OTHER EXPENSES	500.00
01-201-25-255-001	FIRE DEPT: SALARIES & WAGES	2,300.00
01-201-25-255-020	FIRE DEPT: OTHER EXPENSES	5,000.00
01-201-25-266-001	FIRE DEPT. SAFETY: SALARIES & WAGES	4,800.00
01-201-25-266-020	FIRE DEPT. SAFETY: OTHER EXPENSES	200.00
01-201-26-290-001	STREETS AND ROADS: SALARIES & WAGES	110,000.00
01-201-26-290-020	STREETS AND ROADS: OTHER EXPENSES	65,000.00
01-201-26-300-020	SHADE TREE COMMISSION: OTHER EXPENSES	500.00
01-201-26-305-001	SOLID WASTE: SALARIE & WAGES	5,000.00
01-201-26-305-020	SOLID WASTE: OTHER EXPENSES	250,000.00
01-201-26-310-020	BUILDINGS & GROUNDS: MUNICIPAL BUILDING	4,000.00
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	20,000.00
01-201-27-330-001	BOARD OF HEALTH: SALARIES & WAGES	1,500.00
01-201-27-330-020	BOARD OF HEALTH: OTHER EXPENSES	7,625.00
01-201-27-335-020	ENVIRONMENTAL COMMISSION: OTHER EXPENSES	500.00
01-201-27-337-020	WOODLAND COMMITTEE: OTHER EXPENSES	500.00
01-201-26-306-020	RECYCLING TAX	800.00
01-201-28-370-001	RECREATION DEPT: SALARIES & WAGES	9,000.00
01-201-28-370-020	PARKS & PLAYGROUNDS: OTHER EXPENSES	24,000.00

01-201-28-375-020	MAINTENANCE OF PARKS, BEACHES & LAKES	5,000.00
01-201-29-390-020	AID TO THE PUBLIC LIBRARY	124,000.00
01-201-30-420-020	CELEBRATION OF PUBLIC EVENTS: OTHER EXPENSES	500.00
01-201-31-435-020	ELECTRICITY	50,000.00
01-201-31-436-020	STREET LIGHTING	5,000.00
01-201-31-437-020	NATURAL GAS	10,000.00
01-201-31-440-020	TELECOMMUNICATIONS	7,000.00
01-201-31-447-020	PETROLEUM PRODUCTS	20,000.00
01-201-36-471-020	CONTRIBUTION TO PERS	143,600.00
01-201-36-472-020	SOCIAL SECURITY SYSTEM (O.A.S.I.)	37,800.00
01-201-36-475-000	CONTRIBUTION TO PFRS	375,176.60
01-201-36-477-020	DCRP	5,000.00
01-201-41-710-018	MC HIST PRESERVATION GRANT	30,680.00
01-201-41-710-021	ST OF NJ HIST PRESERVATION GRANT	<u>7,670.00</u>
	TOTALS	<u>2,464,651.60</u>

WATER UTILITY

05-201-55-510-001	OPERATING: SALARIES & WAGES	120,000.00
05-201-55-520-520	OPERATING: OTHER EXPENSES	110,224.35
05-201-55-531-000	SOCIAL SECURITY SYSTEM (O.A.S.I.)	9,180.00
05-201-55-532-000	CONTRIBUTION TO PERS	<u>19,489.47</u>
	TOTALS	<u>258,893.82</u>

SEWER UTILITY

07-201-55-510-001	OPERATING: SALARIES & WAGES	68,500.00
07-201-55-520-520	OPERATING : OTHER EXPENSES	150,163.14
07-201-55-531-000	SOCIAL SECURITY SYSTEM (O.A.S.I.)	5,241.00
07-201-55-532-000	CONTRIBUTION TO PERS	<u>14,174.16</u>
	TOTALS	<u>238,078.30</u>

BE IT FURTHER RESOLVED that the following Temporary Debt Appropriations be made.

CURRENT FUND

01-201-45-920-020	BOND PRINCIPAL	320,000.00
01-201-45-925-020	BAN PRINCIPAL	
01-201-45-930-020	BOND INTEREST	144,425.00
01-201-45-935-020	NOTE INTEREST	
	TOTALS	464,425.00

WATER OPERATING

05-201-45-920-520	BOND PRINCIPAL	-
05-201-45-930-020	BOND INTEREST	-
05-201-45-935-520	NOTE INTEREST	
	TOTALS	-

SEWER OPERATING

07-201-45-920-520	BOND PRINCIPAL	-
07-201-45-930-520	BOND INTEREST	-
07-201-45-935-520	NOTE INTEREST	
	TOTALS	-

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

RESOLUTION 27-24

**“RESOLUTION RELATIVE TO AUDIT CONTROLS REQUIRED FOR THE ISSUANCE OF STATUTORY BONDS BY THE
MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND”**

WHEREAS, the Municipal Excess Liability Joint Insurance Fund (MEL) issues statutory bonds conditional upon members adopting effective control to minimize losses; and

WHEREAS, the Borough Council has reviewed a report from its auditor that concludes that the controls in place concerning the handling of finances and financial transactions are satisfactory.

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 copy of this resolution, together with a copy of the report, shall be forwarded to the MEL.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 28-24

“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 **December 29, 2023** 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 January 3, 2024.



Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Cannon		X	X			
Korman	X		X			
Menard			X			
Muilenburg			X			
Richter			X			
Barnett			X			
Sheikh			X			

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 12/29/2023 For bills from 12/07/2023 to 12/27/2023

Check#	Vendor	Description	Payment	Check Total
23176	101 - 84 LUMBER COMPANY	PO 28084 BH: RENOVATIONS - ZIP TAPE	70.12	
		PO 28126 BH: RENOVATIONS	149.97	220.09
23177	2431 - ACCENTPDIR	PO 28074 WATER DEPARTMENT - CONTRACTED SERVICES	750.00	750.00
23178	219 - ACCESS	PO 27020 2023 ARCHIVE SERVICES - CUST# 156NFY0479	77.91	77.91
23179	2237 - ACUITY SPECIALITY PRODUCTS, INC.	PO 27938 DPW - DEPARTMENT SUPPLIES	149.95	149.95
23180	2426 - AGL WELDING SUPPLY CO.	PO 26970 DPW - EQUIPMENT & TOOLS - BLANKET	180.67	180.67
23181	4361 - AGSCO CORP	PO 28075 DPW - BUILDING MAINTENANCE - BATHROOM	326.50	326.50
23182	196 - ALLIED OIL	PO 28085 UNLEADED GASOLINE	3,101.43	
		PO 28132 UNLEADED GASOLINE	2,991.21	6,092.64
23183	3861 - AMAZON CAPITAL SERVICES	PO 27998 BH: ORDER# 112-2381245-2906654	50.99	
		PO 28012 RECREATION: ORDER# 112-3725606-7533841	120.11	
		PO 28051 CLERK: ORDER# 112-2172686-0865066	59.64	
		PO 28053 POLICE: ORDER# 112-7356369-4574662	35.34	
		PO 28062 BH: ORDER #112-0569762-4930649	217.00	483.08
23184	4540 - AMERICAN ASPHALT & TRUCKING, LLC	PO 27557 MORRIS AVE SECTION 4 IMPROVEMENT PROJECT	116,357.41	116,357.41
23185	189 - ANCHOR ACE HARDWARE	PO 27204 FIRE DEPT: 2023 SUPPLIES - BLANKET	42.90	
		PO 27658 WATER OPERATING - DEPARTEMENTAL SUPPLIES	99.90	
		PO 28057 DPW - BUILDING MAINTENANCE	36.99	
		PO 28088 ADMIN: TEMPORARY SPACE	16.99	
		PO 28098 PARKS & PLAYGROUNDS - TREE LIGHTING	79.99	
		PO 28100 POLICE: MISC SUPPLIES	23.98	300.75
23186	189 - ANCHOR ACE HARDWARE	PO 28101 POLICE: MISC SUPPLIES	30.97	
		PO 28102 PARKS & BEACHES - GENERAL MAINTENANCE	9.98	
		PO 28107 BH: RENOVATIONS - SUPPLIES	51.96	
		PO 28135 DPW - EQUIPMENT REPAIR	64.56	157.47
23187	102 - ANDERSON & DENZLER ASSOC., INC	PO 28131 NOVEMBER 2023 PROFESSIONAL SERVICES	2,034.75	
		PO 28131 NOVEMBER 2023 PROFESSIONAL SERVICES	179.25	
		PO 28131 NOVEMBER 2023 PROFESSIONAL SERVICES	1,882.13	
		PO 28131 NOVEMBER 2023 PROFESSIONAL SERVICES	1,889.33	5,985.46
23188	4442 - ATLANTIC BUILDING SPECIALTIES	PO 27931 BH: RENOVATIONS - SOAP DISPENSERS	450.00	
		PO 28050 S & R BUILDING MAINTENANCE - DPW BATHROO	695.00	1,145.00
23189	3957 - ATLANTIC COAST RECYLING, LLC	PO 27174 RECYCLING COSTS - 2023 - BLANKET	1,791.99	1,791.99
23190	2636 - ATLANTIC COMMUNICATIONS ELECTRONICS	PO 28099 S & R - RADIO REPAIRS	773.00	773.00
23191	4368 - BUY WISE AUTO PARTS, INC.	PO 27937 DPW - VEHICLE MAINTENANCE	38.00	
		PO 28044 DPW - VEHICLE REPAIR/ MAINTENANCE	461.83	499.83
23192	440 - CDW GOVERNMENT	PO 28073 BH: RENOVATIONS - TECH - Sourcewell 0894	6,905.00	6,905.00
23193	445 - CERBO'S PARSIPPANY GREENHOUSES, INC	PO 28108 REC: 2023 CHRISTMAS DECORATIONS	634.50	634.50
23194	4150 - CLEARY GIACOBBE ALFIERIE JACOBS,	PO 28141 NOVEMBER 2023 LEGAL ATTORNEY SERVICES	731.00	731.00
23195	1481 - CORE & MAIN, LP	PO 24354 FURNISH & INSTALL WATER METERS - RESO# 1	4,320.00	
		PO 25388 LEAD LINE IDENTIFICATION	480.00	
		PO 27855 WATER DEPT: VETERAN'S HOME	1,510.00	6,310.00
23196	3382 - CUSTOM BANDAG	PO 27942 DPW - VEHICLE MAINTENANCE	715.90	715.90
23197	436 - CY DRAKE LOCKSMITH, INC.	PO 28079 PARKS & BEACHES GENERAL MAINTENANCE	274.50	274.50
23198	506 - DAN COMO & SONS, INC	PO 28127 SOLID WASTE: LEAF/BRUSH REMOVAL	1,400.00	1,400.00
23199	576 - DAVE'S TIRE, LLC	PO 28054 POLICE: VEHICLE REPAIR - 732005563 STATE	540.00	540.00
23200	643 - DENVILLE LINE PAINTING, INC.	PO 27922 DPW - TRAFFIC LINE PAINTING	488.03	488.03
23201	2971 - DIRECT ENERGY BUSINESS	PO 28142 BORO/WATER/DPW/PARKS - ELECTRIC NOV-DEC	33.60	
		PO 28142 BORO/WATER/DPW/PARKS - ELECTRIC NOV-DEC	194.39	227.99
23202	652 - DOVER BRAKE AND CLUTCH CO. INC	PO 28077 DPW - VEHICLE MAINTENANCE	98.95	98.95
23203	4536 - EMPIRE ARCHITECTURAL WOODWORKING	PO 27560 BH: KITCHEN CABINETS	8,750.00	8,750.00
23204	4215 - ENGINEERED AIR SOLUTIONS, LLC	PO 27866 BH RENO: MATERIALS	2,500.00	2,500.00
23205	746 - FEDEX	PO 28103 POLICE: FEDEX SHIPPING	35.17	
		PO 28139 POLICE: FEDEX SHIPPING	117.69	152.86
23206	4125 - FELDMAN BROTHERS ELECTRICAL SUPPLY	PO 27736 BH: RENOVATIONS - ELECTRICAL/IT-TECH SUP	2,679.05	
		PO 27973 BOROUGH APPEARANCE	2,500.00	
		PO 28092 BH: RENOVATIONS - TECH SUPPLIES	917.51	6,096.56
23207	653 - GANNET NEW YORK/NEW JERSEY LOCALIQ	PO 26527 PLANNING/ZONING - 2023 ADVERTISING - BLA	17.55	
		PO 27023 CLERK - 2023 ADVERTISING - BLANKET	296.98	314.53
23208	876 - GARDEN STATE LABORATORIES, INC	PO 26973 WATER DEPARTMENT - 2023 TREATMENT OF WEL	294.00	294.00
23209	4383 - HAPGOODS RESTAURANT, LLC	PO 28080 BH: VOLUNTEER RECOGNITION EVENT	950.00	950.00
23210	3209 - HAWKINS DELAFIELD & WOOD LLP	PO 28086 PROFESSIONAL SERVICES FOR BOND ISSUANCES	19,823.68	19,823.68
23211	4188 - HERC RENTALS, INC.	PO 27873 s & R: RENTALS - STATE CONTRACT - GS-21F	6,398.00	
		PO 28040 BH: RENOVATIONS - RENTAL FEE	1,680.00	8,078.00
23212	4384 - HOFF, INC.	PO 27539 PUBLIC WORKS HYDRANT REPLACEMENT	2,710.00	2,710.00
23213	911 - HOME DEPOT CREDIT SERVICES	PO 28014 DPW - BUILDING MAINTENANCE	273.60	
		PO 28017 PARKS & PLAYGROUNDS - CHRISTMAS LIGHTS	340.14	
		PO 28048 DPW - EQUIPMENT & TOOLS	549.00	
		PO 28049 DPW - EQUIPMENT & TOOLS	537.00	
		PO 28076 PARKS & BEACHES - BENCH REPAIR AT ISLAND	128.94	

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 12/29/2023 For bills from 12/07/2023 to 12/27/2023

Check#	Vendor	Description	Payment	Check Total
		PO 28083 BH: RENOVATIONS - SUPPLIES	778.11	2,606.79
23214	911 - HOME DEPOT CREDIT SERVICES	PO 28093 BH: RENOVATIONS - SUPPLIES	2,565.95	
		PO 28120 BH: RENOVATIONS - SUPPLIES	2,488.25	5,054.20
23215	4209 - HUNTER CARRIER SERVICES	PO 27055 ADMIN: 2023 PHONES - ACCT BOML- BLANKET	1,017.74	1,017.74
23216	3393 - INT'L ASSOC OF LAW ENFORCEMENT FIRE	PO 28128 POLICE: DUES FOR IALEFI	55.00	55.00
23217	633 - JASON DIMICK	PO 28058 POLICE: REIMBURSEMENT - JASON DIMICK	105.12	105.12
23218	859 - JCP&L	PO 28112 ACCT#100 050 702 156 - BILL PRD: 10/28-	6.21	
		PO 28113 ACCT#100 076 421 971/ BILL PRD: 11/04 -	173.90	
		PO 28114 MASTER ACCT# 200 000 569 000 - NOV 22, 2	4,165.39	
		PO 28115 M/A #200 000 054 011/ BILL DATE: NOV 22,	186.14	4,531.64
23219	859 - JCP&L	PO 28116 MAST ACCT# 200 000 021 275 / BILL DATE:	1,546.56	
		PO 28117 MAST ACCT#200 000 054 011 BILL DATE: DEC	4.16	
		PO 28118 MASTER ACCT#200 000 574 000/ BILL DATE:	35.03	
		PO 28119 M/A #200 000 020 764: BILL DATE: DEC 11,	113.59	
		PO 28144 ACCT#100 154 666 612/ BILL PRD: 11/22 -	4.32	1,703.66
23220	1074 - JW PIERSON CO.	PO 27615 DPW: DIESEL FUEL - BLANKET	1,738.31	1,738.31
23221	4231 - KUIKEN BROTHERS COMPANY	PO 27583 BH: RENOVATIONS - BLANKET	80.21	80.21
23222	4262 - L & W SUPPLY CORPORATION	PO 28091 BH: RENOVATIONS DRYWALL	925.00	925.00
23223	4563 - LAURIE STEPPER	PO 27970 REIMBURSEMENT FOR HOLIDAY SUPPLIES - BLA	96.20	
		PO 28087 RECREATION: REIMBURSEMENT	42.50	138.70
23224	4252 - LINDE GAS & EQUIPMENT, INC	PO 28089 BH: RENOVATIONS	222.41	222.41
23225	4524 - LOGO MAT CENTRAL	PO 27480 POLICE: POLICE MATS	613.70	613.70
23226	2790 - MC PUBLIC SAFETY TRAINING ACADEMY	PO 28020 FIRE DEPT: TRAINING	100.00	100.00
23227	2308 - MCNERNEY & ASSOCIATES, INC.	PO 28064 LEGAL: TAX APPEAL -REVIEWS, ANALYSIS AND	600.00	600.00
23228	2534 - MORRIS COUNTY OVERHEAD DOOR COMPANY	PO 28129 DPW - BUILDING MAINTENANCE	395.00	
		PO 28133 DPW - BUILDING MAINTENANCE	590.00	985.00
23229	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 28097 SOLID WASTE: NOV DISPOSAL	12,615.13	12,615.13
23230	2766 - MOTOROLA SOLUTIONS, INC.	PO 27966 POLICE: BODY CAMS - NJ STATE CONTRACT: 2	40,824.00	40,824.00
23231	3363 - MOUNTAIN LAKES BOARD OF EDUCATION	PO 28063 2023 JUNE ELECTION DAY FOOD	577.60	577.60
23232	1378 - MTN. LAKES VOLUNTEER FIRE DEPT.	PO 28143 REFUND FROM DEPOSITED CHECK	50.00	50.00
23233	1472 - MURPHY MCKEON P.C.	PO 26891 2023 LEGAL/ RETAINER FEES - BLANKET	4,166.66	
		PO 28065 NOVEMBER 2023 LEGAL SERVICES - TAX APPEA	210.00	4,376.66
23234	4522 - NATIONAL HIGHWAY PRODUCTS, INC	PO 27783 DPW: NO OUTLET SIGN	45.80	45.80
23235	4235 - NET2PHONE, INC.	PO 26391 2023 DEDICATED EFAX LINE - ACCT# 954962	32.67	32.67
23236	479 - NEW JERSEY HILLS MEDIA GROUP	PO 26671 ZBOA/PLANNING BRD - ACCT# 010902 - 2023	11.75	11.75
23237	1553 - NEW JERSEY NATURAL GAS	PO 28140 NOV-DECV 2023 SERVICE	2,345.81	2,345.81
23238	2281 - NEW TECH NORTHEAST WATER TECHNOLOGY	PO 27123 WATER DEPARTMENT -2023 LEAK DETECTION S	9,300.00	9,300.00
23239	2745 - NJ DEPT OF LABOR -WORKFORCE DEVELOPMENT	PO 28106 1st QTR 2022 UNEMPLOYMENT	5,175.16	5,175.16
23240	1554 - NJ PLANNING OFFICIALS, INC.	PO 28082 PB: MANDATORY TRAINING - MIMI KAPLAN	131.00	131.00
23241	4221 - NORTH JERSEY BOBCAT, INC.	PO 28042 S & R EQUIPMENT REPAIR	436.70	436.70
23242	2500 - NORTON SEWER AND DRAIN	PO 28081 SEWER OPERATING	350.00	350.00
23243	4096 - ONORATI CONSTRUCTION CO., INC	PO 27872 ROAD REPAVING	27,676.20	27,676.20
23244	4213 - OPTIMUM	PO 27520 2023 BORO (TEMP SPACE) INTERNET SVCS. AC	170.64	170.64
23245	4141 - PITNEY BOWES BANK, INC	PO 28067 POSTAGE METER REFILL: ACCT# 523225131 -	965.00	965.00
23246	1714 - POWER PLACE, INC.	PO 27790 S & R - EQUIPMENT REPAIR - BLANKET	34.94	
		PO 28056 S & R - SNOW REMOVAL	1,367.99	1,402.93
23247	3990 - RICH TREE SERVICE, INC.	PO 28015 S & R - TREE REMOVAL	6,627.50	6,627.50
23248	3249 - RUTGERS	PO 27647 TAX DEPARTMENT - TRAINING & EDUCATION	646.00	646.00
23249	1948 - SHEAFFER SUPPLY, INC.	PO 27690 BH: RENOVATIONS - MISC SUPPLIES - BLANK	81.96	81.96
23250	2277 - STALKER RADAR	PO 27832 POLICE: 2023 DODGE DURANGO RADAR SYSTEM	2,504.00	2,504.00
23251	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 27977 POLICE: ORDER# 7620518712-000-001	616.05	616.05
23252	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 27990 OFFICE SUPPLIES: ORDER# 7620627089	451.81	451.81
23253	4108 - STO OF NJ, INC	PO 27979 BH: RENOVATIONS - BLANKET	1,965.70	1,965.70
23254	1943 - STRUCTURAL STONE CO., INC.	PO 28047 BH: RENOVATIONS	76.05	76.05
23255	1981 - SUBURBAN DISPOSAL, INC	PO 27126 SOLID WASTE / RECYCLING COLLECTION 202	202,999.98	
		PO 27202 SOLID WASTE - DPW YARD DUMPSTER SERVICE	1,050.00	
		PO 27324 SOLID WASTE - DPW YARD DUMPSTER SERVICE	700.00	204,749.98
23256	3956 - TEAM LIFE, INC.	PO 26804 POLICE: AED PADS	105.00	105.00
23257	2555 - THE STATION AT MTN. LAKES, LLC	PO 28138 GIFT CERTIFICATES FOR PHOTO CONTEST WINN	150.00	150.00
23258	4191 - TRANSUNION RISK & ALTERNATIVE DATA SOLUT	PO 28052 POLICE: DATA SEARCH	75.00	75.00
23259	2977 - UGI ENERGY SERVICES, INC.	PO 28111 CUST# J0001077, 1078, 1079 - MOUNTAIN LA	1,315.57	1,315.57
23260	1062 - UNITED SITE SERVICES	PO 26961 PORTA JOHNS - 2023 MAY-DEC - CUST ID# 1	475.18	
		PO 28006 PARKS AND BEACHES - PORTA JOHN SERVICES	92.19	
		PO 28130 BH: DEC 2023 PORTAJOHNS / TEMP FENCING -	329.23	896.60
23261	3346 - USA BLUE BOOK	PO 28005 WATER DEPARTMENT - EDUCATION	719.07	719.07
23262	4481 - VERIZON	PO 27490 DPW: 2023 INTERNET SERVICES ACCT# 457-15	28.71	
		PO 27490 DPW: 2023 INTERNET SERVICES ACCT# 457-15	41.58	
		PO 27490 DPW: 2023 INTERNET SERVICES ACCT# 457-15	28.71	99.00

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 12/29/2023 For bills from 12/07/2023 to 12/27/2023

Check#	Vendor	Description	Payment	Check Total
23263	4480 - VERIZON	PO 28122 PD: DEC 2023 INTERNET SERVICES: ACCT 357	192.75	192.75
23264	2135 - VERIZON WIRELESS	PO 28072 ACCT# 882388054-00001 / NOV 05 - DEC 04	664.79	664.79
23265	832 - W.W. GRAINGER, INC	PO 27997 BH: RENOVATIONS - GLAZING	203.68	203.68
23266	4095 - WEATHERWORKS, LLC	PO 28125 2023-24 ANNUAL SUBSCRIPTION	1,725.00	1,725.00
23267	2161 - WELDON ASPHALT, INC.	PO 27813 S & R - POTHOLE REPAIRS - BLANKET	1,366.40	1,366.40
23268	2182 - WEST CHESTER MACHINERY & SUPPLY CO.	PO 28055 S & R - SNOW REMOVAL	302.50	302.50
TOTAL				555,786.19

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-192-20-200-000	UNANTICIPATED REVENUES (MRNA)			50.00	
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	233.65			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	950.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	934.22			
01-201-20-140-020	COMPUTER SERVICES	363.39			
01-201-20-145-020	TAX COLLECTOR - OTHER EXPENSES	867.64			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	5,707.66			
01-201-20-165-020	ENGINEERING SERVICES	1,254.76			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	202.77			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	634.57			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	1,813.02			
01-201-25-252-020	EMERGENCY MGMT - OTHER EXPENSE	862.50			
01-201-25-255-020	FIRE DEPT - OTHER EXPENSES	142.90			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	22,543.21			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	220,205.05			
01-201-26-306-020	Recycling Tax	352.05			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	2,516.99			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	1,854.68			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	1,463.44			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	980.79			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	517.60			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	4,165.39			
01-201-31-437-020	NATURAL GAS	3,661.38			
01-201-31-440-020	TELECOMMUNICATIONS	1,715.20			
01-201-31-447-020	PETROLEUM PRODUCTS	7,830.95			
01-203-22-195-020	(2022) UNIFORM CONST - OTHER EXPENSES		31.96		
01-260-05-100	DUE TO CLEARING			0.00	281,855.77
TOTALS FOR	Current Fund	281,773.81	31.96	50.00	281,855.77
02-200-40-700-480	BODY-WORN CAMERAS GRANT			22,101.00	
02-200-40-700-490	AMERICAN RESCUE PLAN			19,203.00	
02-260-05-100	DUE TO CLEARING			0.00	41,304.00
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	41,304.00	41,304.00
04-215-55-987-000	2020 CAPITAL ORDINANCE 4-20			2,710.00	
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			13,189.26	
04-215-55-991-000	2021 CAPTIAL ORDINANCE 10-21			5,830.00	
04-215-55-992-000	2022 CAPITAL ORDINANCE 2-22			6,524.56	
04-215-55-996-000	2023 CAPITAL ORDINANCE 8-23			156,096.92	
04-215-55-997-000	CAPITAL ORD. 12-23			5,774.56	
04-215-55-998-000	2023 CAPITAL ORD. 13-23 BORO HALL RENOV.			20,948.89	
04-260-05-100	DUE TO CLEARING			0.00	211,074.19
TOTALS FOR	General Capital	0.00	0.00	211,074.19	211,074.19
05-201-55-520-520	Water Operating - Other Expenses	15,034.08			
05-260-05-100	DUE TO CLEARING			0.00	15,034.08
TOTALS FOR	Water Operating	15,034.08	0.00	0.00	15,034.08

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
07-201-55-520-520	Sewer Operating - Other Expenses	1,342.99			
07-260-05-100	DUE TO CLEARING			0.00	1,342.99
TOTALS FOR	Sewer Operating	1,342.99	0.00	0.00	1,342.99
14-260-05-100	Due to Clearing			0.00	5,175.16
14-300-60-000-000	RESERVE FOR UNEMPLOYMENT INSUR			5,175.16	
TOTALS FOR	Unemployment Trust	0.00	0.00	5,175.16	5,175.16

Total to be paid from Fund 01 Current Fund	281,855.77
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	41,304.00
Total to be paid from Fund 04 General Capital	211,074.19
Total to be paid from Fund 05 Water Operating	15,034.08
Total to be paid from Fund 07 Sewer Operating	1,342.99
Total to be paid from Fund 14 Unemployment Trust	5,175.16
	<u>555,786.19</u>

Checks Previously Disbursed WT# 223479

23174	ANNE STUSNICK - PETTY CASH	PO# 28104 2023 DEC - REIMBURSE/REPLENISH PET	13.98 12/19/2023
23175	INTUITIVE POWDER COATING, LLC	PO# 28124 BH: RENOVATIONS - POWDER COATING	490.00 12/21/2023
			<u>503.98</u>

Totals by fund	Previous Checks/Voids	Current Payments	Total
Fund 01 Current Fund	13.98	281,855.77	281,869.75
Fund 02 FEDERAL AND STATE GRANTS		41,304.00	41,304.00
Fund 04 General Capital	490.00	211,074.19	211,564.19
Fund 05 Water Operating		15,034.08	15,034.08
Fund 07 Sewer Operating		1,342.99	1,342.99
Fund 14 Unemployment Trust		5,175.16	5,175.16
BILLS LIST TOTALS	503.98	555,786.19	<u>556,290.17</u>

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

Payroll Agency Account

Meeting Date: 12/29/2023 For bills from 12/07/2023 to 12/27/2023

Check#	Vendor	Description	Payment	Check Total
5053	4521 - INTERNATIONAL BROTHERHOOD OF TEAMSTERS L	PO 28066 DPW UNION DUES - NOVEMBER 2023	158.00	
		PO 28145 DPW UNION DUES - DECEMBER 2023	381.00	539.00
5054	1392 - MTN. LAKES POLICE ASSOCIATION	PO 28146 POLICE UNION DUES - 4THQTR 2023	1,950.00	1,950.00
TOTAL				2,489.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
12-101-01-001-001	PAYROLL AGENCY-CASH-PROVIDENT BANK			0.00	2,489.00
12-200-00-000-800	POLICE UNION DUES			1,950.00	
12-200-00-000-801	DPW UNION DUES			539.00	
TOTALS FOR	Payroll Agency Account	0.00	0.00	2,489.00	2,489.00

Total to be paid from Fund 12 Payroll Agency Account

2,489.00

2,489.00

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

Meeting Date: 12/29/2023 For bills from 12/07/2023 to 12/27/2023

Check#	Vendor	Description	Payment	Check Total
5385	102 - ANDERSON & DENZLER ASSOC., INC	PO 27963 Professional Services October 2023 Escro	8,759.00	8,759.00
5386	4572 - HIGHVIEW COMMERCIAL, LLC	PO 28068 RETURN OF PERFORMANCE BOND PER RESO# 209	2,746.85	2,746.85
TOTAL				11,505.85

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	11,505.85
17-500-00-091-404	HIGHVIEW HOMES LLC INSPECTION FEE ESCROW			8,759.00	
17-500-00-091-405	HIGHVIEW HOMES LLC SITE IMPROVEMENT BOND			2,746.85	
TOTALS FOR	Developer's Escrow	0.00	0.00	11,505.85	11,505.85

Total to be paid from Fund 17 Developer's Escrow

11,505.85

=====

11,505.85

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

RESOLUTION 29-24

“RESOLUTION AUTHORIZING THE CONTINUATION OF A MUTUAL AID AGREEMENT WITH THE TOWNSHIP OF PARSIPPANY-TROY HILLS FOR BASIC LIFE SUPPORT SERVICES”

WHEREAS, N.J.S.A. 40A:14-26 and N.J.S.A. 40A:14-156 authorize the chief or head of any municipal department or force to request assistance to protect life and property outside the normal territorial jurisdiction of the department or force; and

WHEREAS, the Borough of Mountain Lakes desires to provide the most timely and effective emergency services to its residents, including ambulance services; and

WHEREAS, the Borough of Mountain Lakes has identified a need to supplement the availability of daytime emergency medical services; and

WHEREAS, the Township of Parsippany-Troy Hills, through its paid emergency medical services provider, Par-Troy EMS, staffs basic life support (“BLS”) ambulances on ready status to respond to 9-1-1 and emergency calls in and around the Parsippany area; and

WHEREAS, it is in the interest the Borough of Mountain Lakes to utilize the closest available and most appropriate resources for the protection of life and property within its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that the Borough of Mountain hereby authorizes the continuation of the Mutual Aid Agreement with the Township of Parsippany –Troy Hills.

BE IT FURTHER RESOLVED that a copy of this resolution be distributed to both the Chief of Police and to the Chief of the Volunteer Fire Department of the Borough of Mountain Lakes as well as to the County of Morris, Department of Law and Public Safety.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 30-24

**“RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE
BOROUGH OF MOUNTAIN LAKES AND THE COUNTY OF MORRIS FOR DISPATCHING SERVICES”**

WHEREAS, the Borough of Mountain Lakes desires to enter into an Interlocal Services Agreement, copy of which is attached hereto, for radio dispatch services from the County of Morris; and

WHEREAS, the Agreement is in full compliance with the Interlocal Services Act, N.J.S.A. 40:8A-1; and

WHEREAS, the Agreement is a mutual benefit for the Borough of Mountain Lakes and for the County of Morris.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that the Borough Council of the Borough of Mountain Lakes approves the Interlocal Services Agreement with the County of Morris for radio dispatch services; and

BE IT FURTHER RESOLVED that in accordance with this Agreement the Borough of Mountain Lakes agrees to pay the County the sum of **\$105,789.69**.

BE IT FURTHER RESOLVED that this agreement shall take effect on January 1, 2024 and continue until such time as the Borough notifies the County in writing, 180 days in advance, of the date the Borough no longer requires these services; and

BE IT FURTHER RESOLVED that the Borough Manager of the Borough of Mountain Lakes is hereby authorized to sign the attached Agreement; and

BE IT FINALLY RESOLVED that a copy of the Resolution and the Agreement for Interlocal Services be sent to the County of Morris for their approval and signature.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 31-24

“RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERLOCAL SERVICES AGREEMENT WITH THE WHIPPANY RIVER WATERSHED ACTION COMMITTEE AND AUTHORIZING THE APPOINTMENT OF REPRESENTATIVES TO THE COMMITTEE FOR THE CALENDAR YEAR 2024”

WHEREAS, the Borough of Mountain Lakes is within the Whippany River Watershed; and

WHEREAS, the sixteen towns within the Whippany River Watershed desire to establish an interlocal service agreement for the purpose of creating a Watershed Management Plan; and

WHEREAS, the Borough of Mountain Lakes and all the other municipalities which are members of this interlocal agreement are responsible for costs of **\$1,200.00**.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough Manager of the Borough of Mountain Lakes is hereby authorized to sign the interlocal agreement for the 2024 calendar year.

BE IT FURTHER RESOLVED that the Borough Council of the Borough of Mountain Lakes hereby makes the following appointments for the 2024 calendar year:

Administrative Appointee: **Mitchell Stern**

Borough Council Appointee: **Cynthia Korman**

In addition, the **Borough Planner, Engineer and Attorney** are authorized and directed to participate as necessary.

BE IT FINALLY RESOLVED that the Borough Council of the Borough of Mountain Lakes authorized payment of the **\$1,200.00** to the Whippany River Watershed Action Committee.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 32-24

“RESOLUTION ESTABLISHING THE BOROUGH COUNCIL SUBCOMMITTEES FOR 2024”

WHEREAS, the Borough Council wishes to establish subcommittees of the Borough Council for calendar year **2024**; and

WHEREAS, membership on the subcommittees shall be assigned by the Mayor and shall be comprised of three (3) members of the Borough Council.

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 following subcommittees to the Borough Council are hereby established for the **2024** calendar year:

Personnel

The mission of the Personnel Subcommittee is to review personnel issues with the Borough Manager, including salaries, contract negotiations, organizational structure and the appointment of professionals. The Personnel Subcommittee is responsible for presenting its findings and recommendations to Council. The Personnel Subcommittee also coordinates the hiring process for persons who are appointed by Council (Borough Manager and Borough Clerk) and performs the annual performance appraisal process for these professionals based on input from Council. In addition, the Personnel Subcommittee ensures that an open process is followed with regards to filling positions on Committees/Boards/Commissions and oversees volunteer recognition initiatives. The Personnel Subcommittee meets monthly and is composed of three Council Members and the Borough Manager.

Public Safety

The mission of the Public Safety Subcommittee is to review public safety issues related to Police, Fire, Ambulance, and Office of Emergency Management services. The Public Safety Subcommittee is responsible for presenting its findings and recommendations to Council. The subcommittee meets on a quarterly basis and is composed of three Council members, the Borough Manager, the Police Department Chief and the Fire Department Chief.

Shared Services

The mission of the Shared Services Subcommittee is to monitor existing shared service relationships between the Borough and local government partners to ensure that expected service levels and/or cost savings are being realized and to explore opportunities for new shared services agreements that benefit the Borough. The Shared Services Subcommittee is responsible for presenting its findings and recommendations to Council. The subcommittee meets monthly and is composed of the Mayor or Deputy Mayor, two Council Members and the Borough Manager.

Public Works Subcommittee

The mission of the Public Works Subcommittee is to review issues related to the Borough’s public works infrastructure, facilities, services and special projects with the Borough Manager and the Director of the Department of Public Works. The Public Works Subcommittee is responsible for presenting its findings and recommendations to Council. The Public Works Subcommittee meets monthly and is composed of three Council Members, the Borough Manager, the Director of the Department of Public Works and the Director of the Recreation Department.

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

RESOLUTION 33-24

**“RESOLUTION RE-ESTABLISHING THE WOODLANDS ADVISORY COMMITTEE
AND APPOINTING PUBLIC MEMBERS FOR 2024”**

WHEREAS, the Borough Council wishes to re-establish the Woodlands Advisory Committee as an advisory committee to the Borough Council for calendar year 2024; and

WHEREAS, the advisory committee shall consist of **seven (7) public members who shall be residents** of the Borough of Mountain Lakes and who shall be appointed by the Borough Council; and

WHEREAS, the mission of the Woodlands Advisory Committee is to advise the Borough Council regarding the maintenance and improvement to the health of the Borough woodlands and to consider and recommend to the Council such actions as may be appropriate to monitor, maintain and improve the health of the Borough’s woodlands; and

WHEREAS, “Borough Woodlands” is defined as including all Borough-owned wooded areas, from large tracts designated as parks to the small, undeveloped “pocket” lots and the health of the woodlands refers to all those qualities that promote appropriate diversity of fauna and flora in a natural, wild and balanced state, for the benefit and enjoyment of residents of the Borough, now and in the future; and

WHEREAS, particular tasks include evaluating the current conditions of the woodlands; identifying factors affecting the health of the woodland environments including such factors as deer overbrowsing, invasive species, the recent drought, and overuse; developing recommendations for how to attain healthy and sustainable woodland environments, including such issues as regeneration of a healthy native understory, reforestation, and removal of invasive species; developing a long-term woodlands management plan; encouraging stewardship of the woodlands; and

WHEREAS, the Woodlands Advisory Committee shall coordinate efforts with the Environmental Commission, the Shade Tree Commission, and other committees and commissions established by the Council and other sources as appropriate.

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 Woodlands Advisory Committee is hereby re-established as an advisory committee to the Borough Council.

BE IT FURTHER RESOLVED that the following public members are hereby appointed for the 2024 calendar year:

- | | | |
|----------------------|----------------------|------------------------|
| Scott Allison | Doren Greene | Elizabeth Myatt |
| Bob Dewing | Karen Macleod | Stephanie Zumas |

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 34-24

“RESOLUTION RE-ESTABLISHING THE TRAFFIC & SAFETY COMMITTEE AND APPOINTING PUBLIC MEMBERS FOR 2024”

WHEREAS, the Borough Council wishes to re-establish the Traffic & Safety Advisory Committee as an advisory committee to the Borough Council for calendar year 2024; and

WHEREAS, the advisory committee shall be made up of eight **(7) members**; one member shall be a **representative of the Board of Education**; one (1) member shall be **the Chief of Police**; the remaining **five (5) members shall be residents** of the Borough of Mountain Lakes who shall be appointed by the Borough Council; and

WHEREAS, the mission of the Traffic & Safety Advisory Committee is to advise the Borough Council concerning traffic and safety issues; to consider and recommend to the Borough Council and the Board of Education such actions as may be appropriate to reduce traffic congestion, and improve pedestrian safety at and around the Borough's schools, particularly Wildwood School due to the young age of the student population; to interface with schools, committees, clubs and other organizations in the Borough; and

WHEREAS, tasks appropriate for the Committee include identifying major pedestrian, traffic and safety issues; developing practical and cost effective recommendations that mitigate any identified safety concerns; presenting specific recommendations to the Borough Council and the Board of Education for approval and possible implementation.

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 Traffic & Safety Advisory Committee is hereby re-established as an advisory committee to the Borough Council.

BE IT FURTHER RESOLVED that the following public members are hereby appointed for the 2024 calendar year:

Shaun Oliver

Lisa Duke-Lees

Gordon Stuss

Eva Mesicek

Lauren Brickner-McDonald

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 35-24

“RESOLUTION RE-ESTABLISHING THE FINANCE ADVISORY COMMITTEE AND APPOINTING PUBLIC MEMBERS FOR 2024”

WHEREAS, the Borough Council wishes to re-establish the Finance Advisory Committee as an advisory committee to the Borough Council for calendar year 2024; and

WHEREAS, the advisory committee shall be composed of **seven (7) members** appointed by the Borough Council, **three (3) Borough Council members** and **four (4) public members who shall be residents of the Borough of Mountain Lakes**; and

WHEREAS, the advisory committee shall be advised by the **Borough Manager and Chief Financial Officer (CFO)**; and

WHEREAS, the mission of the Finance Advisory Committee is to:

1. Assist and advise the Borough Council in its annual review of all Municipal Budgets
2. Assist and advise the Borough Council regarding major capital expenditure projects and financing (including borrowings).
3. Develop longer term financial projections and budgets for Borough Council guidance and planning.
4. Assist and advise the Borough Administration and Council with regard to financial and accounting policies, procedures and internal reporting systems.
5. Assist and advise the Borough Council and Administration in establishing Utility fee structures and rates.
6. Assist and advise the Borough Council in the selection of the Borough Auditor. Review all Audit reports and meet at least annually with the Auditor. Advise the CFO and Manager on all findings and provide a report to the Borough Council.
7. Assist new Council Members on Borough Financial affairs.

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 Finance Advisory Committee is hereby re-established as an advisory committee to the Borough Council.

BE IT FURTHER RESOLVED that the following public members are hereby appointed for the 2024 calendar year:

John Kaplan

Michael Albanese

Robert Dewing

James Murphy

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS**

RESOLUTION 37-24

“RESOLUTION RE-ESTABLISHING THE ECONOMIC DEVELOPMENT ADVISORY COMMITTEE FOR 2024”

WHEREAS, the Borough Council has established an advisory committee to assist the Borough in addressing economic development issues; and

WHEREAS, the committee shall be composed of 10 members appointed by the Borough Council, three, (3) members of the Borough Council, a member of the Planning Board, a member of the Zoning Board of Adjustment, the Borough Manager, a member of the Environmental Commission designated by the Commission and three, (3) residents of the Borough annually appointed by the Borough Council

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 Economic Development Advisory Committee is hereby established for the 2024 calendar year.

BE IT FURTHER RESOLVED that the following public members are hereby appointed to the Committee:

Joseph DiPompeo

Duke Joldzic

Lucas Stelling

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 38-24

“RESOLUTION RE-ESTABLISHING THE LAKES MANAGEMENT ADVISORY COMMITTEE AND APPOINTING PUBLIC MEMBERS FOR 2024”

WHEREAS, the Borough Council wishes to re-establish the Lakes Management Advisory Committee as an advisory committee to the Borough Council for calendar year 2024; and

WHEREAS, the advisory committee shall consist of **nine (9) members who shall be residents** of the Borough of Mountain Lakes and who shall be appointed by the Borough Council; and

WHEREAS, the mission of the Lakes Management Advisory Committee is to advise the Council on issues pertaining to the maintenance and restoration of the quality of the watersheds, lakebeds, and waters of the Lakes of Mountain Lakes, including tributaries and estuaries; educating residents about our lakes, particularly about the benefits of riparian buffers; and

WHEREAS, the advisory committee will study methods of lake maintenance and restoration to develop a management plan for lake and watershed protection and improvement, including a program for monitoring existing lake and watershed conditions and a system of record keeping which will enable year-to-year comparisons of the quality of the Borough lakes and streams; 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 the Lakes Management Advisory Committee is hereby re-established as an advisory committee to the Borough Council.

BE IT FURTHER RESOLVED that the following public members are hereby appointed for the **2024 calendar year**:

**Lucien Foster
Derek Jackson
Jason Miner**

**Michael Russo
Debra Dewing
Alpesh Amin**

**Andy Hilton
Nikki Riley**

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 39-24

**“RESOLUTION RE-ESTABLISHING THE GREEN TEAM ADVISORY COMMITTEE AND APPOINTING MEMBERS FOR
2024”**

WHEREAS, the Borough Council wishes to re-establish the Green Team Advisory Committee for the calendar year 2024; and

WHEREAS, the advisory committee shall consist of **six (6) members who shall be residents of the Borough of Mountain Lakes**; and

WHEREAS, the advisory committee shall in addition include the **Borough Manager, the Director of the Department of Public Works, and an employee of the school district**; and

WHEREAS, the Borough of Mountain Lakes strives to save tax dollars and to build a sustainable community that optimizes the quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Borough of Mountain Lakes wishes to build a model of government which benefits our residents now and far into the future with “green” community initiatives that are also affordable to implement; and

WHEREAS, in order to concentrate greater attention and effort within the Borough of Mountain Lakes on matters of sustainability, the Borough Council wishes to re-establish the Green Team Advisory Committee to advise the Borough Council on sustainable local government practices.

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 Green Team Advisory Committee is hereby re-established as an advisory committee to the Borough Council and the following public members are hereby appointed for the calendar year 2024:

**Mimi Kaplan
Marnie Vyff
Janet Horst**

**Mary Anderson
Ronald Schornstein
Don Steven**

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 40-24

“RESOLUTION ESTABLISHING THE AFFORDABLE HOUSING ADVISORY COMMITTEE AND APPOINTING PUBLIC MEMBERS FOR 2024”

WHEREAS, the Borough Council desires to appoint an ad hoc advisory committee to assist the Borough in addressing affordable housing compliance issues; and

WHEREAS, the ad hoc advisory committee shall be composed of **nine (9) members** appointed by the Borough Council, **the Borough Manager, three (3) Borough Council members, one (1) member of the Planning or Zoning Board, three (3) public members who shall be residents, and two (2) alternate public members who shall be residents of the Borough of Mountain Lakes;** and

WHEREAS, the purpose of the ad hoc advisory committee shall be as follows:

1. Assist the Borough Planner, Attorney and Borough Council in updating and implementation of the Borough’s Affordable Housing Plan
2. Identify and prioritize realistic opportunities for affordable housing.
3. Suggest possible funding sources to accomplish affordable housing opportunities.
4. Regularly communicate with the Borough Council on the activities of the committee
5. Provide education and information to the public on affordable housing matters.

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 an ad hoc Affordable Housing Element and Fair Share Plan Advisory Committee is hereby established for the calendar year 2024.

BE IT FURTHER RESOLVED that the following public members are hereby appointed to the Committee:

- *Borough Manager
- * Council Members: Cannon, Korman, Sheikh
- * Member of the Planning or Zoning Board
- *Residents: Sandy Batty, Sueanne Sylvester, Tom Chiang Jr.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 42-24

**“RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF
MOUNTAIN LAKES REAFFIRMING THE COMMITMENT OF MOUNTAIN LAKES TO REMAIN A
WELCOMING COMMUNITY”**

WHEREAS, the Borough of Mountain Lakes has long embraced and welcomed individuals of diverse backgrounds and identities ; and

WHEREAS, Mountain Lakes has been a welcoming community to all; and

WHEREAS, it is important to reaffirm the continued commitment of the residents of Mountain Lakes to the equal, respectful, and dignified treatment of all residents and visitors to the community without regard to gender, race, age, ethnicity, religion, national origin, sexual orientation, physical ability, or other identities or backgrounds.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey that the Council reaffirms the commitment of the Borough of Mountain Lakes to continuing equal, respectful and dignified treatment of all people, regardless of their background or identity, and to remaining a welcoming community to all, and

BE IT FURTHER RESOLVED that all departments, employees and officials of the Borough of Mountain Lakes shall continue to comply with the United States and New Jersey Constitutions, New Jersey Attorney General directives and Federal and State non-discrimination laws and shall not take any actions that profile individuals or groups based on any protected status, including religion, race, ethnicity, gender, age, national origin, sexual orientation, gender identity, and disability.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 43-24

“RESOLUTION REGARDING INVASIVE PLANT SPECIES”

WHEREAS, an “invasive species” is defined as a species that is nonnative (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm; and

WHEREAS, invasive species have significant negative economic, social and ecological impacts which can include, but are not limited to:

- a. Reduction of native biodiversity resulting in reduced ecosystem stability, resilience, and carrying capacity;
- b. Alteration of the regional distinction of flora and fauna; and
- c. Interference with the aesthetics and recreational value of natural areas, parks, and other areas;

WHEREAS, the Borough of Mountain Lakes currently spends tax dollars and the residents of Mountain Lakes contribute significant volunteer hours on removal of invasive plant species; and

WHEREAS; the economic and environmental damage from invasive species will continue to rise in Mountain Lakes if local nurseries continue to sell invasive species, and if residents and landscapers continue to plant invasive species on their properties, and if we allow these species to spread in our borough owned properties also known as “pocket parks”.

NOW, THEREFORE, BE IT RESOLVED BY THE MOUNTAIN LAKES BOROUGH COUNCIL AS FOLLOWS:

1. The Mountain Lakes Borough Council strongly encourages local nurseries to phase out the sale of any plant species appearing on the attached list.
2. The Mountain Lakes Borough Council strongly encourages all property owners and landscapers to consult the attached list, and to plant native plant species rather than species on this list for all new planting in Mountain Lakes wherever possible;
3. The Mountain Lakes Borough Council strongly encourages the Board of Education, the Shade Tree Commission, the Woodlands Committee and the Garden Club of Mountain Lakes to consult the attached list when reviewing plans and/or making planting decisions.
4. The Mountain Lakes Borough Council encourages the Environmental Commission, Woodlands Committee, Shade Tree Commission, Green Team and the Garden Club of Mountain Lakes to provide educational resources to Mountain Lakes residents regarding the benefits of planting native species and the costs and environmental impact of invasive species.
5. The Mountain Lakes Borough Council encourages efforts to educate volunteers on how to eradicate invasive species found growing on borough-owned land properly, effectively, safely, and without causing other environmental harm. This education should include preparing and working with a restoration plan, limits on removal (e.g., leaving mature trees, staying out of wetlands and riparian buffers), avoiding chemicals and herbicides, plant species identification, invasive species removal methods, replanting methods, wearing appropriate protective clothing, and proper plant material disposal.

Priority Invasive Plant Species

Mountain Lakes, NJ

Scientific Name	Common name
<i>Acer platanoides</i>	Norway Maple tree
<i>Ailanthus altissima</i>	Tree-of-Heaven tree
<i>Alliaria petiolata</i>	Garlic Mustard
<i>Ampelopsis brevipedunculata</i>	Porcelain-berry
<i>Artemisia vulgaris</i>	Mugwort
<i>Berberis thunbergii</i>	Japanese Barberry
<i>Cabomba Caroliniana</i>	Fanwort aquatic plant
<i>Celastrus orbiculatus</i>	Oriental Bittersweet
<i>Cirsium arvense</i>	Canada Thistle
<i>Elaeagnus umbellata</i>	Autumn Olive
<i>Euonymus alatus</i>	Winged Burning Bush
<i>Euonymus fortunei</i>	Winter Creeper
<i>Fallopia japonica</i>	Japanese Knotweed
<i>Ficaria verna</i>	Lesser Celandine
<i>Frangula alnus</i>	Glossy Buckthorn understory tree
<i>Hedera helix</i>	English Ivy
<i>Ligustrum</i> spp., <i>Ligustrum obtusifolium</i> , <i>Ligustrum vulgare</i>	Privet
<i>Lonicera japonica</i>	Japanese Honeysuckle
<i>Lonicera</i> spp., <i>Lonicera maackii</i> , <i>Lonicera morrowii</i> , <i>Lonicera tatarica</i>	Bush Honeysuckles (exotic) -- Amur Honeysuckle, Morrow's Honeysuckle, Tatarian Honeysuckle
<i>Ludwigia peploides</i>	Creeping Water Primrose aquatic plant
<i>Lythrum salicaria</i>	Purple Loosestrife aquatic plant
<i>Myriophyllum spicatum</i>	Eurasian Water Milfoil aquatic plant
<i>Najas marina</i>	Brittle Naiad aquatic plant
<i>Phragmites australis</i>	Common Reed aquatic plant
<i>Potamogeton crispus</i>	Curly-Leaf Pondweed aquatic plant
<i>Pyrus calleryana</i>	Callery Pear tree
<i>Robinia pseudoacacia</i>	Black Locust tree
<i>Rosa multiflora</i>	Multiflora Rose
<i>Rubus phoenicolasius</i>	Wineberry, Wine Raspberry
<i>Wisteria floribunda</i> , <i>Wisteria sinensis</i>	Wisteria
	Last Update: August, 2017

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

RESOLUTION 44-24

**GOVERNING BODY CERTIFICATION OF COMPLIANCE WITH THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S
"Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions
Under Title VII of the Civil Rights Act of 1964"**

FORM OF RESOLUTION

WHEREAS, N.J.S.A. 40A:4-5 as amended by P.L. 2017, c.183 requires the governing body of each municipality and county to certify that their local unit's hiring practices comply with the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," *as amended*, 42 U.S.C. § 2000e *et seq.*, (April 25, 2012) before submitting its approved annual budget to the Division of Local Government Services in the New Jersey Department of Community Affairs; and

WHEREAS, the members of the governing body have familiarized themselves with the contents of the above-referenced Enforcement guidance and with their local unit's hiring practices as they pertain to the consideration of an individual's criminal history, as evidenced by the group affidavit form of the governing body attached hereto. Enforcement Guidance document can be found at <https://www.eeoc.gov/laws/guidance/enforcement-guidance-consideration-arrest-and-conviction-records-employment-decisions>.

NOW, THEREFORE BE IT RESOLVED, That the *Borough Council of the Borough of Mountain Lakes*, hereby states that it has complied with N.J.S.A. 40A:4-5, as amended by P.L. 2017, c.183, by certifying that the local unit's hiring practices comply with the above-referenced enforcement guidance and hereby directs the Clerk to cause to be maintained and available for inspection a certified copy of this resolution and the required affidavit to show evidence of said compliance.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**GOVERNING BODY CERTIFICATION PURSUANT TO P.L. 2017, C.183 OF COMPLIANCE WITH THE UNITED STATES
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION'S "Enforcement Guidance on the Consideration of Arrest
and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964"**

GROUP AFFIDAVIT FORM FOR MUNICIPALITIES AND COUNTIES
NO PHOTO COPIES OF SIGNATURES

STATE OF NEW JERSEY
COUNTY OF *Morris*

We, members of the governing body of the *Borough of Mountain Lakes* being duly sworn according to law, upon our oath depose and say:

1. We are duly elected (or appointed) members of the *Borough Council* of the *Borough of Mountain Lakes* in the county of *Morris*;
2. Pursuant to P.L. 2017, c.183, we have familiarized ourselves with the contents of the United States Equal Employment Opportunity Commission's "Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964," as amended, 42 U.S.C. § 2000e et seq., (April 25, 2012);
3. We are familiar with the local unit's hiring practices as they pertain to the consideration of an individual's criminal history;
4. We certify that the local unit's hiring practices comply with the above-referenced enforcement guidance.

(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____
(L.S.)	(L.S.)
_____	_____

Sworn to and subscribed before me this
_____ day of _____
Notary Public of New Jersey

Clerk

The Municipal Clerk (or Clerk of the Board of Chosen Freeholders as the case may be) shall set forth the reason for the absence of signature of any members of the governing body.

IMPORTANT: This certificate must be executed before a municipality or county can submit its approved budget to the Division of Local Government Services. The executed certificate and the adopted resolution must be kept on file and available for inspection.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Mulenburg						
Richter						
Sheikh						

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

RESOLUTION 46-24

“RESOLUTION REAFFIRMING THE BOROUGH’S COMMITMENT TO SUSTAINABLE LAND USE”

WHEREAS, sustainability has been a consistent element of land use policy in the Borough of Mountain Lakes; and

WHEREAS, the Borough has recognized that land use decisions must be based on multiple factors including sustainability; and

WHEREAS, these factors include the creation of transportation choices, housing options, walkable communities, the preservation of open space, the provision of adequate recreation, and the continued protection and use of vital natural resources; and

WHEREAS, sustainable land use is consistent with several objectives set forth in the Master Plan including:

1. The retention of the traditional character of Mountain Lakes.
2. Protecting and enhancing the Borough’s environmental resources.
3. Providing for appropriate development of the Borough.
4. Providing for safe and convenient pedestrian and vehicular circulation and access.
5. Maintenance of the Borough’s traditional commitment to education and recreation.

; and

WHEREAS, sustainability is also recognized as an appropriate land use consideration by the State of New Jersey in housing initiatives such as Smart Growth and the provision of affordable housing; and

WHEREAS, a statewide sustainable land use policy will require municipalities which are committed to sustainability, such as Mountain Lakes, to take the lead given New Jersey’s strong tradition of home rule and local authority over planning and zoning.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Mountain Lakes, County of Morris, that the Borough hereby reaffirms its commitment to sustainable land use within the community and resolves to continue to consider the principles set forth below in formulating municipal land-use decisions with the intent of making Mountain Lakes a more sustainable community. The Borough Council encourages all Borough Boards and Committees to consider these principles when making decisions, including the next master plan revision and reexamination report, and pledges to consider these principles when developing land-use, zoning, natural resource protection, and other ordinances.

Regional Cooperation - We pledge to continue to reach out to administrations of our neighboring municipalities concerning land-use decisions, and to take into consideration regional impacts when making land-use decisions. (Master Plan - Element XI)

BOROUGH OF MOUNTAIN LAKES

COUNTY OF MORRIS, NJ

RESOLUTION 47-24

“RESOLUTION OF SUPPORT & AUTHORIZING APPLICATION FOR SUSTAINABLE JERSEY GRANT”

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Borough of Mountain Lakes strives to save tax dollars, assure clean land, air and water, improve working and living environments; and

WHEREAS, the Borough of Mountain Lakes is participating in the Sustainable Jersey Program; and

WHEREAS, one of the purposes of the Sustainable Jersey Program is to provide resources to municipalities to make progress on sustainability issues, and they have created a grant program called the Sustainable Jersey Small Grants Program;

THEREFORE, the Mayor & Borough Council of the Borough of Mountain Lakes have determined that Mountain Lakes should apply for the aforementioned Grant.

THEREFORE, BE IT RESOLVED, that the Mayor & Borough Council of the Borough of Mountain Lakes, State of New Jersey, authorize the submission of the aforementioned Sustainable Jersey Grant.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 48-24

“RESOLUTION SUPPORTING PARTICIPATION IN THE SUSTAINABLE JERSEY MUNICIPAL CERTIFICATION PROGRAM”

WHEREAS, a sustainable community seeks to optimize quality of life for its residents by ensuring that its environmental, economic and social objectives are balanced and mutually supportive; and

WHEREAS, the Borough of Mountain Lakes strives to save tax dollars, assure clean land, air and water, improve working and living environments as step to building a sustainable community that will thrive well into the new century; and

WHEREAS, the Borough of Mountain Lakes hereby acknowledges that the residents of Mountain Lakes desire a stable, sustainable future for themselves and future generations; and

WHEREAS, the Borough of Mountain Lakes wishes to support a model of government which benefits our residents now and far into the future by exploring and adopting sustainable economically-sound local government practice; and

WHEREAS, by endorsing a sustainable path, Mountain Lakes is pledging to educate itself and community members further about sustainable activities and to develop initiatives supporting sustainable local government practices; and

WHEREAS, as elected representative of Mountain Lakes we have a significant responsibly to provide leadership which will seek community based sustainable solutions to strengthen our community:

NOW, THEREFORE, BE IT RESOLVED that to focus attention and effort within Mountain Lakes on matters of sustainability, the Borough Council of the Borough of Mountain Lakes wishes to pursue local initiatives and actions that will lead to Sustainable Jersey Municipal Certification.

BE IT FURTHER RESOLVED, by the Borough Council of the Borough of Mountain Lakes that we do hereby authorize Janet Horst to serve as Mountain Lakes’ agent for the Sustainable Jersey Municipal Certification process and authorize her to complete the Municipal Registration on behalf of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 49-24

**“RESOLUTION OF THE BOROUGH OF MOUNTAIN LAKES, COUNTY OF MORRIS, STATE OF NEW JERSEY
AUTHORIZING THE MOUNTAIN LAKES POLICE DEPARTMENT TO PARTICIPATE IN THE POLICE ASSISTED
ADDICTION AND RECOVERY INITIATIVE (PAARI)”**

WHEREAS, the Mountain Lakes Police Department has announced they will take part in a new initiative, Hope One Project – PAARI (Police Assisted Addiction and Recovery Initiative); and

WHEREAS, the mission is to aid those actively seeking police assistance when struggling with opiate or other substance use disorders to obtain resources and access treatment; and

WHEREAS, the Mountain Lakes Police Department – PAARI initiative enables police officers to immediately offer a pathway to recovery by providing a Certified Peer Recovery Specialist and a safe, private environment to discuss the help needed; and

WHEREAS, non-judgmental support and immediate and ongoing assistance by a professional Peer Recovery Specialist will have a positive impact on the recovery and healing of an individual as well as their family; and

WHEREAS, the Borough Council plays a vital role in assisting the Mountain Lakes Police Department through joint crime, drug and violence prevention efforts in the Borough of Mountain Lakes and is supporting the PAARI Initiative; and

WHEREAS, it is essential that all citizens of Mountain Lakes be aware of the importance of drug addiction and crime prevention programs and the impact that addiction recovery and advocacy will have on their quality of life as well as reducing crime, drugs and violence in the Borough of Mountain Lakes.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of Mountain Lakes, in the County of Morris and State of New Jersey, fully support the Mountain Lakes Police Department and the community groups partnering with them in their implementation of the PAARI Initiative and for taking a leadership role in creating a positive impact on individuals and their families struggling with addiction, thus, providing a clear path to recovery.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

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

RESOLUTION 50-24

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF
MOUNTAIN LAKES AND MURPHY MCKEON P.C.”**

WHEREAS, there exists the need for professional legal services (Borough Attorney) for the Borough of Mountain Lakes; and

WHEREAS, Murphy McKeon P.C. has submitted a proposal indicating that legal services will be provided for the annual fee of \$50,000.00 per year plus \$150.00 per hour for litigation; and

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

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

- Section 1.** The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Murphy McKeon P.C. for professional legal services (Borough Attorney) for the Borough of Mountain Lakes as set forth in a contract attached hereto, which shall not exceed \$50,000.00 per year plus \$150.00 per hour for litigation.
- Section 2.** This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 3.** The term of this agreement shall be for one year, from January 1, 2024 through December 31, 2024.
- Section 4.** A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Murphy McKeon

Service Provided: Borough Attorney

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? <u>No Increase</u>	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	na
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	✓	✓
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	na
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	na
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	✓	✓
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox Date: 12/13/23

Verified by: [Signature] Date: 12/20/23

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

THIS AGREEMENT, made this ___ day of _____, 20___ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Murphy McKeon, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated _____ which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$50,000 per year plus \$150.00 per hour for litigation.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Murphy McKeon, P.C., its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans With Disabilities Act.

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be hereunto affixed and Murphy McKeon, P.C. has hereunto affixed his signature to day and year first above written.

Attest:

Cara Fox, Deputy Clerk

**BOROUGH OF MOUNTAIN
LAKES**

By: _____
**Mitchell Stern
Borough Manager**

MURPHY McKEON, P.C.

By: 

ROBERT H. OOSTDYK, JR.

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

RESOLUTION 51-24

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND PHOENIX ADVISORS, LLC”**

WHEREAS, there exists the need for a Continuing Disclosure Agent and Independent Registered Municipal Adviser of Record (Agent & Advisor) in the Borough of Mountain Lakes; and

WHEREAS, Phoenix Advisors, LLC, Inc. has submitted a proposal to provide Agent & Advisor services; and

WHEREAS, the Borough’s Independent Auditor, Nisivoccia & Company have recommended Phoenix Advisors, LLC; and

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

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

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Phoenix Advisors, LLC. for Continuing Disclosure Agent and Independent Registered Municipal Adviser of Record services for the period January 1 to December 31, 2024 as forth in a proposal attached hereto in an amount not to exceed \$1,600 per filing year to include three (3) filings, \$100 for each additional filing and \$200 set up fee for new bond issuance.

Section 2. This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

Section 3. The term of this agreement shall be from January 1, 2024 through December 31, 2024.

Section 4. A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Phoenix Advisors

Service Provided: Continuing Disclosure Agent

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? 0/0	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	N/A
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	N/A	N/A
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	✓	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	✓	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	✓	✓
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox **Date:** 12/12/23

Verified by: [Signature] **Date:** 12/21/23

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

THIS AGREEMENT, made this ___ day of _____, 20__ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Phoenix Advisors, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated _____ which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$1700.00.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

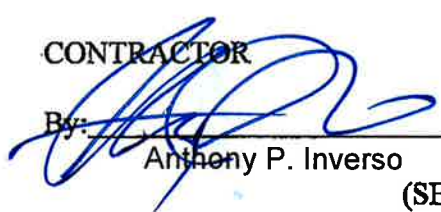
(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: 
Kelley E. Figueroa

By: 
Anthony P. Inverso

(SEAL)

November 28, 2023

Date



AGREEMENT
for
MUNICIPAL ADVISOR AND CONTINUING DISCLOSURE SERVICES

THIS AGREEMENT (the "Agreement"), made and entered into on January 01, 2024, by and between Mountain Lakes Borough, 400 Boulevard, Mountain Lakes, NJ 07046-1520 (the "Client"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, NJ 08505 ("Phoenix Advisors"),

WITNESSETH:

WHEREAS Phoenix Advisors has expertise across a variety of disciplines, including but not limited to municipal advisor services, continuing disclosure, rating agency surveillance, project finance, debt management and financial consulting, and being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), is qualified to perform such professional services;

WHEREAS the Client desires to engage Phoenix Advisors to perform the professional services set forth in the exhibits hereto; and

WHEREAS the terms and conditions under which Phoenix Advisors will provide such services to the Client are set forth herein;

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

General. Phoenix Advisors will perform the professional services set forth in the exhibits hereto.

Term. This Agreement shall have a term of one year. This Agreement is subject to annual renewal and may be terminated by either the Client or Phoenix Advisors upon thirty (30) days prior written notice.

General Compensation. The client agrees to the compensation schedule as set forth in the exhibits hereto. There shall be no additional charge for out-of-pocket expenses incurred by Phoenix Advisors unless specifically agreed. Should any modification of fees become appropriate, the client shall receive written notification. In the event of termination of the agreement, Phoenix Advisors reserves the right to receive payment of its fee, calculated on a pro rata basis, for all services rendered under this Agreement up to and including the date of termination.

Professional Qualifications for Municipal Advisor Services. Under SEC and MSRB regulations, municipal advisor professionals owe a fiduciary duty to the Client. Any person that provides advice to municipal entities concerning the issuance of municipal securities must be registered with the SEC and the MSRB. Any Phoenix Advisors professional providing municipal advisory advice to our clients must hold a Series 50 Municipal Advisor Representative license. Phoenix



Advisors professionals who supervise the provision of municipal advisory advice must hold a Series 54 Municipal Advisor Principal license. All Phoenix Advisors municipal advisor professionals hold the appropriate licenses. All licensees are subject to continuing education protocols.

Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority concerning any decision of the Client or any official of the Client beyond the rendition of information or advice. Phoenix Advisors does not provide legal or accounting advice. None of the services contemplated in this Agreement shall be construed as legal advice or a substitute for legal services. The Client hereby acknowledges its responsibilities concerning federal securities laws and represents its intention to comply in all respects with federal securities laws. Phoenix Advisors and the Client agree, at their own expense, to operate in full compliance with all governmental laws, regulations, and requirements applicable to the duties conducted hereunder. Phoenix Advisors and the Client will obtain and maintain in force, at its own expense, all licenses, permits, and approvals required for its performance under this Agreement and will obtain all required authorizations and approvals prior to commencement of the services.

Disclosure of Conflicts of Interest. The MSRB requires Phoenix Advisors to provide written disclosure to the Client about material conflicts of interest. Disclosures required by the MSRB are set forth in the exhibits hereto.

Limitation of Liability. Under federal regulations, Phoenix Advisors has a fiduciary duty to our clients. We utilize extensive market data when providing advice regarding a financing, and we will bring our experience and available resources to bear to achieve a successful closing of your transaction. After closing, market movement, or other changing circumstances in the marketplace over which Phoenix Advisors has no control, may occur. While neither positive nor negative market movement can be guaranteed, Phoenix Advisors shall not be held responsible for any market realities that may negatively affect your financing. By understanding and accepting these limitations, the Client is *not* waiving any of its legal rights under applicable securities laws, nor any other laws the Client may be legally prevented from waiving.

Entire Agreement. The Agreement and all exhibits thereto constitute the entire agreement of the parties hereto and supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to its subject matter, and this Agreement, including all exhibits thereto, prevails over any conflicting or additional terms of any quote, order, acknowledgment, or similar communication between the parties during the term of this Agreement, including all exhibits thereto, unless such additional terms are consented to by both parties in writing.

Severability and Survival. If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions shall remain valid and unimpaired, and shall continue in full force and effect. The covenants set forth above shall survive and shall continue to be binding notwithstanding the termination of this Agreement for any reason whatsoever.

Applicable Law. This Agreement shall be governed by the laws of the State of New Jersey.



IN WITNESS WHEREOF, The Client and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives, as of the effective date noted above.

MOUNTAIN LAKES BOROUGH

By: _____
Authorized Signatory

PHOENIX ADVISORS, LLC

By:  _____
David B. Thompson, Chief Executive Officer



EXHIBIT I - SCOPE OF SERVICES

CONTINUING DISCLOSURE

Phoenix Advisors has offered comprehensive continuing disclosure services since 2014. Beginning in 2023, this vital post-issuance service extends to include **Debt Caddie**, our debt service payment reminder platform. Under SEC Rule 15c2-12 (the "Rule"), issuers of municipal debt must regularly make secondary market disclosure of financial information and other disclosable events, as described in the continuing disclosure undertakings in the Official Statements that accompany their debt issues. With the cooperation of the client, Phoenix Advisors compiles the required information, files it in a timely fashion and provides confirmation of the filing for client records to demonstrate compliance with the Rule.

- **Codify Issues That Are Subject to Continuing Disclosure**
 - Obtain and examine the Client's Official Statements relating to its outstanding bond issues to research the requirements found in the prior undertakings.
 - Review the Client's financial statements for information concerning debt and lease obligations and other relevant obligations.
 - Discuss with the Client its filing and/or reporting obligations.

- **Disclosure Obligation & Debt Service Schedule Setup**
 - Capture critical data concerning continuing disclosure requirements and filings, along with principal and interest debt service payments for our proprietary database.
 - Apply database functions to each outstanding financial obligation with filing requirements.
 - Provide initial report to the Client to review and confirm for accuracy.
 - On an ongoing basis, enter into our database new financial obligations of which the Client has made us aware.

- **Monitor, React and Meet Filing Deadlines**
 - Actively monitor the Client's unique deadlines to ensure timely filing of required documents.
 - When possible, gather required documents from public sources, e.g., state and local websites.
 - Provide database-generated messages to give the Client sufficient advance notice of approaching filing deadlines.
 - Contact the Client by phone or email to pursue missing documents.

- **File Financial and Operating Data**
 - File Operating Data in addition to filing Audited Financial information.
 - Work with the Client to assure that Operating Data reports, as filed, meet the requirements of the Client's prior undertakings.
 - If necessary, prepare the required Operating Data document to be filed in accordance with the Client's prior undertakings.



- **Confirm Filings to Client Promptly**
 - Forward to the client MSRB submission confirmations for disclosure filings made on EMMA.
 - Record and maintain EMMA filings in our proprietary database.

- **File Documents Uniformly, Accurately and Promptly**
 - Use consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology.
 - Associate filings with appropriate CUSIP numbers on EMMA.
 - File documents on EMMA within forty-eight (48) hours of receipt.
 - In concert with the Client, identify relevant documents not required to be filed under the Client's prior undertakings and file them as voluntary submissions on EMMA. These may include budgets, debt statements, unaudited financial statements and bank loans.

- **Disclosure Events and Timely Filing of Notices**
 - Proactively monitor rating agency news and web sites for rating changes that affect the Client and file appropriate disclosure event notices on EMMA.
 - Proactively monitor rating changes affecting bond insurers or credit enhancement programs, e.g., state school bond enhancement programs, to determine which, if any, of the Client's bonds are affected and file appropriate disclosure event notices.
 - File event notices for the various disclosure events identified by the Rule on the Client's relevant financial obligations that are impacted.

- **Provide a Comprehensive Filing Report Each Year**
 - Annually prepare a continuing disclosure summary report containing each issue for which there is a continuing disclosure obligation, each required filing made and each disclosure event notice filed on the Client's behalf during the reporting year.
 - Include in the summary report a (5) year history of the Client's filings.
 - Prior to the publication of an offering document relating to municipal securities, the Continuing Disclosure Agent, if made aware of such offering, will prepare an interim report for the Client to review for completeness and accuracy.
 - The interim report will provide the basis for certain disclosures made in the offering document. The Continuing Disclosure Agent, bond counsel and other interested parties are entitled to rely upon the interim report.



- **Debt Caddie – Debt Service Payment Reminders**
 - Debt service payments must be on time, in the correct amounts, and with the correct references, in order to avoid clean up administration and reporting that can unnecessarily alarm investors.
 - Three weeks (15 business days) prior to each scheduled debt-service payment date, Debt Caddie provides the Client with a detailed payment reminder with itemized principal and interest amounts due (per issue and in the aggregate, if applicable), for cross-checking against your own records and the payee's.
 - The Client will receive a separate reminder for each scheduled payment date throughout the [calendar/contract/fiscal] year.
 - For book-entry payments to the Depository Trust Company ("DTC"), Phoenix Advisors acts as an interface to facilitate the timely allocation and processing of funds through the complexities of DTC's rigid systems.

Client Responsibilities

- The occurrence of a disclosure event may not be apparent to the Continuing Disclosure Agent. It is ultimately the Client's responsibility to notify the Continuing Disclosure Agent of any reportable event.
- Clients are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Client to notify the Continuing Disclosure Agent when the Client is so notified by the rating agencies or other entities.
- It is the responsibility of the Client to review submission confirmations for accuracy and completeness and retain copies of submission confirmations in its files.
- The Client must review the annual continuing disclosure summary report and relay to the Continuing Disclosure Agent within ten (10) calendar days any error, discrepancy, omission or concern relating to the accuracy or completeness of the report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Client, the report is accepted by the Client as accurate and complete.
- If this process requires collaboration with any of the Client's other retained professionals, any fees of those professionals are solely the responsibility of the Client.
- It is essential that the Client notify Phoenix Advisors within ten (10) calendar days of the occurrence of any disclosure event requiring the filing of an event notice under the Rule or the Client's prior undertakings.

The disclosure events requiring such notification include:

- I. Principal and interest payment delinquencies;
- II. Non-payment related defaults, if material;
- III. Unscheduled draws on debt service reserves reflecting financial difficulties;
- IV. Unscheduled draws on credit enhancements reflecting financial difficulties;
- V. Substitution of credit or liquidity providers, or their failure to perform;
- VI. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or



- other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- VII. Modifications to rights of security holders, if material;
 - VIII. Bond calls, if material, and tender offers;
 - IX. Defeasances;
 - X. Release, substitution, or sale of property securing repayment of the securities, if material;
 - XI. Rating changes;
 - XII. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - XIII. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - XIV. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - XV. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
 - XVI. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



EXHIBIT II COMPENSATION

Phoenix Advisors has a fiduciary duty to put your interests first in all matters relating to our engagement. There is no separate fee or obligation related to the appointment of Phoenix Advisors as your Municipal Advisor and Continuing Disclosure Agent, other than the fees for Continuing Disclosure Services noted below. As your Municipal Advisor and Continuing Disclosure Agent, we remain available to answer general questions concerning outstanding debt issues, market conditions, or to prepare preliminary project analyses or review financing proposals, as requested.

I. FEES FOR CONTINUING DISCLOSURE SERVICES:

- \$1,600 base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
- \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
- \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
- \$250 for each Notice of Redemption made in connection with an outstanding term bond maturity.
- All fees are accumulated and invoiced toward the end of the relevant year.

If you request municipal advisor services for a specific engagement, such as the issuance of bonds or notes, redevelopment advisory or rating agency surveillance, as more fully described in Exhibit IV, you will receive a separate engagement letter. Non-hourly compensation is **all-inclusive** – we do **not** charge for out-of-pocket expenses, fees for travel time or attendance at meetings without prior notification. Costs associated with debt issuance are customarily included in the bond ordinance authorization and would likely not be part of your current budget expenses. The details of compensation and municipal advisor services provided will be clearly delineated in the engagement letter.



EXHIBIT III - MSRB REQUIRED DISCLOSURES

Phoenix Advisors, LLC is a licensed municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB requires municipal advisors to provide their clients with certain disclosures relating to actual or potential material conflicts under Rule G-42.

MSRB Rule G-42 requires that all municipal advisors provide disclosures of legal or disciplinary events material to the integrity of the municipal advisor's management or advisory personnel. There are no legal or disciplinary events concerning Phoenix Advisors, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC. The MSRB's website is www.msrb.org and the link for the Municipal Advisor Client Brochure is www.msrb.org/sites/default/files/MSRB-MA-Clients-Brochure.pdf. SEC forms MA and MA-I are available on the SEC's EDGAR website at: www.sec.gov/edgar/searchedgar/companysearch.

Having exercised reasonable diligence, we are aware of no material conflicts of interest that would preclude us from fulfilling our fiduciary duty on any transaction for which we are engaged. Should we become aware of any material conflict, we would immediately inform the affected parties. Phoenix Advisors makes the following disclosures in connection with our engagement:

General Mitigation of Conflicts. Phoenix Advisors has a fiduciary duty to our clients, which includes a duty of loyalty in performing all municipal advisor services. Accordingly, we are always ethically bound to deal honestly and in the utmost good faith with our clients, placing your interests ahead of ours at all times. We also mitigate potential conflicts by adhering to a high standard of suitability for any service rendered to our clients. Phoenix Advisors mitigates any potential conflict described below through our adherence to this fiduciary duty.

Other Business Lines. Phoenix Advisors offers a variety of services, including but not limited to Municipal Advisor services, fiscal/budgetary consulting, redevelopment advisory, and various post-issuance compliance services such as Continuing Disclosure Agent services. These offerings could lead to the appearance of a conflict through the cross-selling of our services; however, we clearly disclose that there is no contingency requiring a client to accept multiple services.

Other Municipal Advisory Relationships. Phoenix Advisors serves a broad array of other clients, such as school districts, cities and towns, fire districts, counties, and regional authorities that may, from time to time and depending on specific circumstances, have interests that compete with yours. Phoenix Advisors owes a fiduciary duty to any and all clients for whom it performs Municipal Advisory services. No other engagements or relationships would impair our ability to fulfill our regulatory duties to any client.

Third-Party Service Providers. From time to time, third-party service providers or vendors may host informative conferences, seminars and other functions (namely the annual conferences of BAM and AGM, the two major bond insurance providers) that are attended by industry participants, including Phoenix Advisors. We typically solicit competitive quotes for third-party services with or without attending any functions sponsored by vendors.



Non-Exclusive Relationship. Phoenix Advisors may represent, perform services for, and contract with as many additional clients, persons, or companies as we, in our sole discretion, see fit, provided those services do not pose a conflict of interest with the services we perform for our clients.

Ongoing Disclosure. All municipal advisors are required to provide to each client written documentation of their municipal advisor relationship. You have received a written agreement and/or engagement letter, that includes a scope of services, compensation information and disclosure of potential conflicts of interest, if any. We review each engagement to identify, mitigate or eliminate potential conflicts of interest.

Compensation-Based Potential Conflicts. MSRB Rule G-42 requires that all municipal advisors provide this information regarding the potential for conflicts arising from certain types of pricing.

Fixed Plus Variable Fee Contingent Upon Closing. Compensation includes both a fixed fee component and variable fee component, and the payment of such fees shall be contingent upon the delivery of the issue. This form of compensation may present a potential conflict of interest because, in certain circumstances, it could result in the recommendation of less time-consuming alternatives, failure to perform a thorough analysis of alternatives or a larger than necessary par amount.

Variable Fee Contingent Upon Closing. Compensation is based on the size of the issue and the payment of such fees shall be contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a potential conflict of interest because it could create an incentive to recommend a financing that is unnecessary, disadvantageous, or includes a larger than necessary par amount.

Fixed Fee Contingent Upon Closing. Compensation is a fixed amount and the payment of such fees shall be contingent upon the delivery of the issue. The amount is usually based upon, among other things, the expected duration and complexity of the transaction and the scope of services to be performed. This form of compensation may present a potential conflict of interest because the transaction could require more work than originally contemplated, which could result in the recommendation of less time-consuming alternatives or failure to perform a thorough analysis of alternatives.

Hourly. Compensation is based on the hourly fees of our personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation may present a potential conflict of interest because, absent an agreed upon maximum fee, there may not be a financial incentive to recommend alternatives that would result in fewer hours worked.

**If you have any questions about your relationship with Phoenix Advisors,
Call your Municipal Advisor professional at 866-291-8180**



Note: The following overviews are not formal Scopes of Services. For a specific engagement, a more detailed Scope of Services tailored to the actual services requested will be provided.

EXHIBIT IV - OVERVIEW OF SERVICES

DEBT ISSUANCE

At Phoenix Advisors, we believe the client deserves a complete understanding of the municipal debt issuance process. We guide you through the marketplace, addressing any questions and concerns at each juncture. There are various types of debt financing available to municipal issuers, including general obligation bonds, revenue bonds, notes, leases, bank loans, ESIPs, and NJIB loans, to name a few. Our primary objectives are to develop a strategic plan that fits your needs, to coordinate the financing process, to take an active, constructive role on your behalf in the execution of the transaction, and to provide post-issuance analysis and administration. As Municipal Advisor for an issuance of debt, we perform the following:

1. Develop a strategic plan that fits your needs.
 - Design a sound plan of finance that considers your existing financial strengths and growth patterns to ensure the success of the current and future transactions.
 - Assess the cost-benefit of available financing options, structures & concepts.
 - Recommend appropriate structure, terms, credit enhancements and timing-to-market.
 - Prepare clear and concise public presentations to State oversight boards, governing bodies, rating agencies or bond insurers.
2. Coordinate the financing process.
 - Establish a timeline identifying key events, dates, and responsibilities.
 - Manage communication and workflow transparently among the working group.
 - Contribute to preparation of the Official Statement and other required offering documents consistent with market standards and satisfactory to interested parties.
 - Develop rating agency strategy, researching and preparing a comprehensive rating presentation to obtain the best possible result. **(See Rating Agency Expertise below)**
 - Prepare specifications, solicit and evaluate bids, and recommend the most cost-effective, qualified providers of third-party services, if necessary.
3. Execute the transaction.
 - Utilize real-time market statistics and reference points to evaluate the market environment and determine suitable timing, terms, and structure.



- Coordinate public bid solicitation for competitive sales and manage the underwriter selection process for negotiated sales.
 - Conduct investor outreach to educate investors and underwriters about your offering.
 - Participate actively in the sale of your debt, provide live translation of events during competitive bid submissions, and dialogue strategically with underwriters if negotiated.
4. Administration, post-issuance analysis and reporting.
- Administer efficient closing – flow of funds, closing documents, debt service schedules.
 - Provide options for investment of bond proceeds, if necessary.
 - Produce summary report(s) and follow-up analysis.
 - Monitor outstanding debt and market conditions for refunding opportunities.
 - Assist with secondary market reporting requirements, if engaged. (**See Continuing Disclosure below**)

DEBT MANAGEMENT, BUDGET/FISCAL CONSULTING & CAPITAL PLANNING

Our professionals have extensive experience in debt management, budget/fiscal consulting, and capital planning. Services in this area will be tailored to your specific needs, which may include any of the following specialized tasks and services:

- Analyze existing and future obligations in the context of debt capacity, debt per capita, and amortization, including mitigation options such as restructuring and refinancing.
 - Provide analytical services for financial planning efforts and assist with long-range capital budget, financing strategy and debt service projections.
 - Review third-party solicitations with respect to debt refinancing, financial products, or RFP responses, and assess their viability.
 - Review budget operations, including revenue shortfalls or expenditure overflows based on changes in the tax levy, other revenues, state aid, debt service and other expenditures, and quantify impacts on the taxpayers, ratepayers, and other stakeholders.
 - Develop a customized debt management and/or fund balance policy.
 - Provide quantitative analysis relating to the defeasance of outstanding debt and/or tax impact analysis relating to the proposed issuance of new debt.
 - Assistance with the investment of bond proceeds and reserve funds.
 - Serving as “bidding agent” to obtain a portfolio of open market U.S. Treasury securities at a cost-effective price.
-



RATING AGENCY EXPERTISE

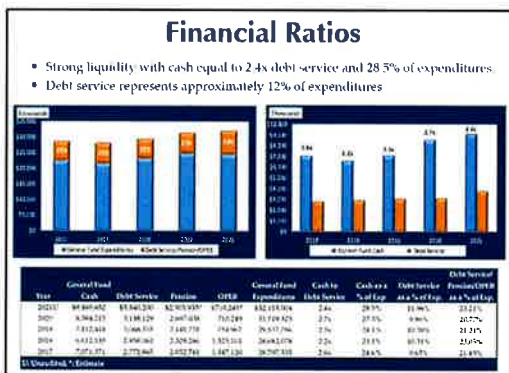
A proactive, strategic approach to interaction with rating agencies is essential to achieving a successful outcome since a strong underlying credit rating is critical to achieving the best possible financing. With this goal, Phoenix Advisors takes the lead in the rating process by recommending the appropriate rating agency (or agencies) and helps you interact with them more effectively.

Each agency uses its own proprietary evaluation methodology, which our professionals have studied and are intimately familiar with. A municipal credit rating is generally comprised of four parts:

- i. economic data and taxpayer / ratepayer base
- ii. financial performance, liquidity, and reserves
- iii. debt and liabilities
- iv. management and policies



We prepare a comprehensive presentation tailored to your unique characteristics and circumstances, emphasizing the areas on which the rating agencies are expected to focus during their review. We understand the economic, demographic and financial ratios that impact your credit rating and will help you put your best foot forward by highlighting your strengths. From local wealth/income metrics to fund balance ratios, our presentation will serve as a guide for the discussion to ensure we touch upon all the key areas.



Our professionals take the lead in discussions but give you ample opportunity to elaborate on each topic. We request a list of questions from the credit analyst in advance to avoid surprises. In addition to emphasizing your strengths, it is important to address proactively what could be perceived as limitations, giving you the ability to structure the discussion. We will work with you and the credit analyst to provide any information requiring follow-up after the presentation.

A stronger credit rating attracts broader appeal in the capital markets, which leads to more cost-effective financings. Whether for a new issue or a periodic surveillance review, Phoenix Advisors helps you to interact with the rating agencies more effectively.



CONTINUING DISCLOSURE

SEC Rule 15c2-12 (the “Rule”) requires underwriters to verify that issuers are complying with their existing Continuing Disclosure Agreements (“CDA”s) and will continue to comply going forward. Our service enables you to present to investors a clear, concise record of your commitment to compliance with continuing disclosure obligations. As Continuing Disclosure Agent, we perform the following:

- Research CDAs for existing obligations and 5-year retrospective filing status on EMMA.
 - Execute necessary remedial filings to establish compliance.
 - Setup obligations in our proprietary tracking database for future adherence.
- File annual financial information and operating data accurately and promptly.
- File Event Notices accurately and promptly within the 10-business day deadline.
 - Monitor sale calendars, ratings news, and public sources for reportable events.
 - Propose voluntary filings where not required but proactive for investors.
- Provide a comprehensive report of filings made at each year-end, including a 5-year summary of compliance to inform future primary disclosures in Official Statements.
- Monitor the evolving regulatory environment, including collaboration with the bond counsel community regarding interpretations and materiality.

REDEVELOPMENT ADVISORY

Phoenix Advisors provides expert financial advice at each stage of a Redevelopment project from conception through completion to administration. Projects typically involve public-private partnerships that employ various tax abatement strategies to encourage investment, such as payments in lieu of tax (PILOTs). As Redevelopment Advisor, we perform the following:

- Review developer proposals to confirm assumptions (rents, expenses, construction costs, financing terms) are consistent with market conditions.
- Model cash flows independently to assess feasibility and the need for tax abatement.
- Compare proposed PILOT revenue projections to current and traditional taxes.
- Estimate the impact on municipal and school costs.
- Negotiate PILOT terms with the developer and review the Financial Agreement.
- Prepare presentations to the administration, governing body, and the public, as required.
- Assist with the implementation of the PILOT, including:
 - Monitor the developer’s compliance with the terms of the Financial Agreement.
 - Calculate and invoice PILOT payments based on actual, audited financials.



ENERGY SAVINGS IMPROVEMENT PROGRAMS

Phoenix Advisors has been the leader in providing municipal advisory services on ESIP financings. Since the new ESIP law was enacted in 2009, Phoenix Advisors and its professionals have served as municipal advisor on more ESIP financings than any other New Jersey municipal advisory firm.

- Provide advice regarding renewable energy and energy efficient projects through either a lease purchase or bond financing through the Energy Savings Improvement Program.
- Evaluate competitive bids for Energy Savings Company (“ESCO”) services and/or professional engineering/energy approach towards execution of ESIP.
- Provide input as to the value of ESCO guarantees and their costs.
- Advise as to costs/benefits of lease purchase financing versus refunding bond financing (competitive, negotiated, private placement methods) given existing legal constraints, market conditions and credit factors.
- Review and analyze the proposed project, projected energy savings, optimal repayment schedule and project timing, and advise in final structuring decisions to ensure annual debt service levels meet preferred debt service coverage ratios and do not exceed projected energy savings and incentives.
- Assist with the procurement of financing by soliciting proposals from lessors or investment banking firms, and the preparation or review of the various financing documents prepared in connection with the ESIP.
- Coordinate the application to the Local Finance Board and meet with the Division of Local Government Services and Board of Public Utilities staff, as needed.

ASSET/UTILITY VALUATION AND SALE/LEASE

Phoenix Advisors provides essential financial advice to our clients when evaluating the potential sale or lease of municipal assets and utilities. The decision-making process regarding a potential sale or lease of any asset involves a number of considerations, both financial and otherwise. Our expert guidance ranges from initial financial analysis and asset valuation to public-private partnership coordination and implementation.

- Evaluate the financial condition and future viability of municipal assets, including analyzing various structures, alternatives and pro forma financial operations, assumptions and value.
- Review proposals for the sale/lease of municipal assets, with specific attention to financial impact, operations, costs, employees, etc. Assist in the public Request for Bids (RFB) process, as necessary.
- Analyze the financial impact of the transaction on the client, its taxpayers and/or ratepayers and other stakeholders. Evaluate the potential uses of projected new revenue.



- Analyze, propose, and negotiate additional financial and/or community benefits, as requested, to cater to the unique needs of the client.
- Conduct and/or support negotiations with the private party regarding payment calculations, escalation, timing of payments, terms and other incentives. Thoroughly analyze pertinent financial aspects of financial agreements, comment and propose changes, as necessary.
- Make presentations to the governing body and administration and assist in the approval process for various local/State oversight boards, as necessary.

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

RESOLUTION 52-24

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR WEBSITE MAINTENANCE SERVICES
BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND RDC DESIGN GROUP, LLC”**

WHEREAS, there exists the need for professional services (Borough Website Maintenance) for the Borough of Mountain Lakes; and

WHEREAS, RDC Design Group, LLC has submitted a proposal indicating that Borough website maintenance services will be provided for an annual fee not to exceed \$6,120 per year; and

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

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

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with RDC DESIGN GROUP, LLC for professional services (Borough Website Maintenance) for the Borough of Mountain Lakes as set forth in the attached contract.

Section 2. This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

Section 3. The term of this agreement shall be for one year from January 1, 2024 through December 31, 2024.

Section 4. A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: RDC Design Group

Service Provided: Website Maintenance

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? <u>0%</u>	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	n/a
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	✓	✓
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	✓	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	✓	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	n/a
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox **Date:** 12/12/23

Verified by: [Signature] **Date:** 6/20/23



BOROUGH of MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

.....

**ANNUAL
WEBSITE
MAINTENANCE**

267.573.4379

jordan@rdccompanies.com

CONFIDENTIALITY

This Agreement dated November 10, 2023 contains the terms and conditions pursuant to which RDC DESIGN GROUP, ("RDC") will provide certain services for the Borough of Mountain Lakes ("BOROUGH"), located at 400 Boulevard, Mountain Lakes, New Jersey 07046.

This Agreement covers services for the date range of January 1, 2024 through December 31, 2024.

RDC and BOROUGH hereby agree as follows:

1. SERVICES AND OWNERSHIP OF PRODUCT

- a. Subject to the terms and conditions of this Agreement, RDC agrees to perform certain services for BOROUGH as more specifically:
 - i. Website management and maintenance for Mtnlakes.org (website).
 1. Add, remove, and update website content as supplied by the Borough.
 2. Troubleshoot Website issues and provide technical support for mtnlakes.org
 3. Maintain and provide updates for the website content management system.
 - ii. Manage web hosting for Mtnlakes.org
 - iii. Provide consulting on matters pertaining to: information technology, communications, marketing and related fields.
- b. All material produced by RDC on behalf of BOROUGH, upon payment in full for the Services, shall belong exclusively to BOROUGH or its client and BOROUGH shall have the right to obtain and to hold in BOROUGH's own name copyrights, patents, and any other proprietary rights as may be appropriate. BOROUGH agrees that RDC has the right to display all work performed on RDC website. RDC agrees to provide any assistance necessary in securing, defending or enforcing any copyright, patent or other appropriate proprietary rights with respect to materials produced by RDC pursuant to this agreement.
- c. Services will be performed at BOROUGH, its client offices or at RDC site, as appropriate.

2. CONTRACT TERMS

- a. It is expressly understood and agreed that RDC is an independent contractor with respect to the Services and that RDC is not acting as an agent or employee of the BOROUGH. It is further understood and agreed that RDC may provide employees to perform Services for BOROUGH on RDC behalf under this agreement. As an independent contractor, RDC shall hire, fire, discipline, schedule, direct, assign, evaluate and completely supervise the Services performed by its agents and employees. RDC shall further be responsible for withholding all employment related taxes for its employees. BOROUGH recognizes that RDC may perform Services directly for its own clients or as an independent contractor for other companies and does not perform Services exclusively for BOROUGH. This agreement does not constitute for partnership, joint venture, agency or contract of employment between RDC and BOROUGH. BOROUGH has no right to control or direct the details, manner or means that RDC and/or its workers use to accomplish the results of the services performed in connection with this Agreement. In the event that RDC contracts with a competitor of BOROUGH, RDC may provide services under such competitor to clients of BOROUGH provided RDC is not actively involved in solicitation of said BOROUGH's client.
- b. RDC will obtain for itself and its personnel before providing services, at its own expense, comprehensive General Liability (GL) insurance coverage for limits of liability not less than \$500,000.
- c. The equal opportunity clause is incorporated by reference in this contract and BOROUGH certifies, by execution of the contract that:
 - i. no segregated facilities are maintained.
 - ii. it has developed and follows appropriate affirmative action programs under such regulations; and
 - iii. it will incorporate by reference or otherwise in its subcontracts the equal opportunity clause and obtain assurance from its clients as to facilities and affirmative action programs.
- d. BOROUGH and RDC, with regard to any performance of work under this Agreement, will fully comply with the provisions of the Federal Occupations Safety and Health Act of 1979 and with the Federal Fair Labor Standards Acts and the Wage and Hour Laws of the State in which the work will be performed pursuant to this Agreement and with any rules and regulations pursuant to said Acts.

3. CONFIDENTIALITY

- a. During the term of this Agreement and in the course of performing the Services, RDC may be made aware of information concerning BOROUGH or its Client, which has been designated as confidential and/or proprietary. Such confidential information shall be deemed to include, but shall not be limited to (i) all information, materials and

data relating to BOROUGH or its Client business and designated as being confidential which is obtained by RDC from, or disclosed by, BOROUGH or its Client, (ii) documents and other materials relating to BOROUGH'S past, present and future research, development and business activities, (iii) computer program source codes and object codes whether owned or licensed by BOROUGH or its Client, computer access password(s) and all BOROUGH'S or its Client computer system files and documentation, and (iv) the results from the work performed by RDC under this Agreement. RDC shall hold all such confidential information in confidence and shall not disclose such information to third parties or use it for RDC own benefit. RDC shall not reproduce or make copies of any such confidential information except as required in the performance of this Agreement. Excluded from this restriction is any confidential information which, (i) can be demonstrated to have been in the public domain prior to the date of its disclosure to RDC, (ii) can be demonstrated to have been in RDC possession prior to the date of disclosure by BOROUGH to RDC, (iii) becomes part of the public domain by publication or otherwise not due to any unauthorized act or conversion on the part of RDC, or (iv) is supplied RDC by a third party as a matter of right. Upon termination or expiration of this Agreement, RDC shall deliver all drawings, blueprints, descriptions, computer programs or other papers or documents, which may contain any such confidential information to BOROUGH or its Client.

- b. To the extent permitted under the New Jersey Open Public Records Act, during the term of this Agreement and in the course of RDC performance of Services, BOROUGH may be made aware of information concerning RDC which has been designated as confidential and/or proprietary. Such confidential information shall be deemed to include, but shall not be limited to (i) all information, materials and data relating to RDC and designated as being confidential which is obtained by BOROUGH from, or disclosed by, RDC, (ii) documents and other materials relating to RDC past, present and future research, development and business activities, (iii) computer program source codes and object codes whether owned or licensed by RDC, computer access password(s) and all RDC computer system files and documentation, and (iv) the results from the work performed for BOROUGH under this Agreement. BOROUGH shall hold all such confidential information in confidence and shall not disclose such information to third parties or use it for BOROUGH'S own benefit. BOROUGH shall not reproduce or make copies of any such confidential information except as required to allow RDC performance of this Agreement. Excluded from this restriction is any confidential information which, (i) can be demonstrated to have been in the public domain prior to the date of its disclosure to BOROUGH, (ii) can be demonstrated to have been in BOROUGH'S possession prior to the date of disclosure by RDC to BOROUGH, (iii) becomes part of the public

domain by publication or otherwise not due to any unauthorized act or conversion on the part of BOROUGH, or (iv) is supplied BOROUGH by a third party as a matter of right. Upon termination or expiration of this Agreement, BOROUGH shall deliver all drawings, blueprints, descriptions, computer programs or other papers or documents, which may contain any such confidential information to RDC.

- c. RDC hereby warrants to BOROUGH that RDC is free to enter into this Agreement. RDC agrees not to disclose to BOROUGH or its Client any trade secrets or other information which RDC does not have the free and complete right to disclose to BOROUGH or its Client and which BOROUGH or its Client are not free to use without liability of any kind.
- d. BOROUGH hereby warrants to RDC that BOROUGH is free to enter into this Agreement. BOROUGH agrees not to disclose to RDC any trade secrets or other information which BOROUGH does not have the free and complete right to disclose to RDC and which R D C is not free to use without liability of any kind.

4. COMPENSATION

- a. RDC agrees to provide Services in Section I for BOROUGH on a retainer basis of \$85/hour. BOROUGH agrees to retain RDC for a minimum of six (6) hours per month, for twelve (12) months at RDC' regular rate of \$85/hour for a total fee of \$6,120. This fee shall be distributed through two payments of \$3,060 each. If, at the conclusion of this Agreement, or during the term of this Agreement, BOROUGH has unused credits in the retainer account, the balance may be applied to additional work specified by BOROUGH and provided by RDC.
- b. This fee shall be the total compensation for the Services. RDC shall not receive royalties, bonuses or commissions of any kind.
- c. BOROUGH will reimburse RDC and/or its workers for any expenses incurred by them in the performance of the services described herein including travel to and from client, materials or software needed for specific client and travel to any client site beyond a distance of 50 miles to perform services on behalf of BOROUGH. Said expenses shall be invoiced to BOROUGH with RDC regularly monthly invoices and shall be payable within thirty (30) days of receipt of such invoice.

5. TERMINATION

- a. This Agreement shall commence as of the date of this letter and shall continue for the period of one (1) year unless it is terminated earlier in accordance with this Agreement.
- b. RDC may terminate this Agreement, in whole or in part, with cause, upon ninety (90) days written notice to BOROUGH. BOROUGH may terminate this Agreement, in whole or in part, with cause, at any time upon ninety (90) days written notice to RDC. Upon any termination of this Agreement by BOROUGH, RDC shall be entitled to payment for all Services up to the date of such termination.

6. LIABILITY AND INDEMNIFICATION

- a. In the event BOROUGH fails to compensate RDC under this Agreement, RDC reserves the right to bring a cause of action arising out of this Agreement against BOROUGH'S client.
- b. RDC shall not be liable to BOROUGH or its client for any delay or other non-performance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, any law, order or requirement of any governmental agency or authority, or any act or omission of RDC or its employees or agents. In the event and to the extent of any period of such delay, nonperformance shall not be deemed a breach of this Agreement and any schedule or due dates shall be adjusted accordingly.

7. EXCLUSIONS

- a. Specifically excluded from this Agreement are the following:
 - i. Photography
 - ii. Graphic Design for non-website related media

8. MISCELLANEOUS

- a. BOROUGH shall not assign its rights or delegate its obligations under Agreement, in whole or in part, without the prior written approval of RDC.
- b. BOROUGH does not have authority to enter into any contracts or agreements on behalf of RDC, nor does BOROUGH have any authorization or right to bind RDC in any manner.
- c. Agreement contains the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof. This Agreement may be amended or its terms may be waived or extended only with the written consent of the parties hereto. The failure of any party to enforce any provision of this agreement shall not be constructed as a waiver of that or any other provision.
- d. Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
- e. All communications under this Agreement shall be in writing or email, mailed by first class mail, postage prepaid to the addresses specified below, or such other address as is communicated in accordance with this provision, and shall be deemed to be given when received:

To: **Borough of Mountain Lakes:**

400 Boulevard, Mountain Lakes, New Jersey 07046

To: **RDC Design Group, LLC**

25 . Main Street #2, Yardley, Pennsylvania 19067

- f. If any provision of Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of Agreement shall remain in full force and effect.
- g. BOROUGH acknowledges RDC right to immediate injunctive relief in case of any breach of Agreement by BOROUGH, in addition to any other remedy, which RDC might have.
- h. The following provisions of the Agreement shall survive the termination of this Agreement: Article I B and D, III A and B, VI A and B, and VIII D, E and F.
- i. This contract is to remain binding regardless of any mergers or acquisitions of BOROUGH or of other entities by BOROUGH.

Please indicate your consent to the above Agreement by signing the copy of this letter and returning it to Borough of Mountain Lakes.

Borough of Mountain Lakes

By (Name): Mitchell Stern
Title: Borough Manager

Signature: _____

Date: _____

RDC Design Group

By (Name): Jordan Panfil
Title: Owner / Operations

Signature: _____

Date: _____



RDC Design Group, LLC

33 S. Delaware Ave, Suite 105, Yardley, PA 19067

Web: rdcdesigngroup.com • Phone: 267.573.4380 • Email: jordan@rdccompanies.com

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

THIS AGREEMENT, made this 10 day of November, 2023 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and PDC Design Group, LLC, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 11/10/2023 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$6,20.00.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

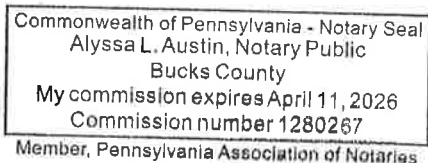
By: *A. Austin*

By: *[Signature]*

(SEAL)

Date

11-13-2023



**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ
RESOLUTION 53-24**

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR AUDITING SERVICES BETWEEN THE
BOROUGH OF MOUNTAIN LAKES AND NISIVOCIA LLP”**

WHEREAS, there exists the need for professional auditing services (Borough Auditor) for the Borough of Mountain Lakes; and

WHEREAS, Nisivoccia LLP has submitted a proposal for auditing services, and

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

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

- Section 1.** The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Nisivoccia LLP for professional auditing services (Borough Auditor) for the Borough of Mountain Lakes as set forth in the attached contract .
- Section 2.** This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.
- Section 3.** The term of this agreement shall be for one year, from January 1, 2024 through December 31, 2024.
- Section 4.** A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Nisivoccia

Service Provided: Borough Auditor

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? 2/0	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	✓
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	✓	✓
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	✓	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	✓	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	NA
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox **Date:** 12/12/03

Verified by: [Signature] **Date:** 12/12/03

November 29, 2023

The Honorable Mayor and Members
of the Borough Council
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, NJ 07046

We are pleased to confirm our understanding of the services we are to provide the Borough of Mountain Lakes for the year ended December 31, 2024. We will audit the financial statements – *regulatory basis* - of the various funds of the Borough of Mountain Lakes, including the related notes to the financial statements, as of and for the years ended December 31, 2024 and 2023.

We have also been engaged to report on supplementary information that accompanies the Borough of Mountain Lakes's *regulatory basis* financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the *regulatory basis* financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the various funds financial statements or to the various funds financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and we will provide an opinion on it in relation to the *regulatory basis* financial statements as a whole in a report combined with our auditors' report on the financial statements:

- 1) Schedules of expenditures of federal and state awards.
- 2) Supplementary Data Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements – *regulatory basis* - are fairly presented, in all material respects, in accordance with accounting practices prescribed or permitted by the Department of Community Affairs, Division of Local Government Services, State of New Jersey (the "Division") and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the *regulatory basis* financial statements as a whole. The objective also includes reporting on —

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the *regulatory basis* financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost*

Principles, and Audit Requirements for Federal Awards (Uniform Guidance) and New Jersey's OMB Circular 15-08, Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid (NJ OMB 15-08).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Borough's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Borough's internal control and compliance. The Uniform Guidance and NJ OMB 15-08 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and NJ OMB 15-08. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and NJ OMB 15-08 and, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and NJ OMB 15-08, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit, if applicable. Our reports will be addressed to the Mayor and Members of the Borough Committee of the Borough of Mountain Lakes. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the *regulatory basis* financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the *regulatory basis* financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the *regulatory basis* financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the *regulatory basis* financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the *regulatory basis* financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the *regulatory basis* financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or

governmental regulations that are attributable to the Borough or to acts by management or employees acting on behalf of the Borough. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the *regulatory basis* financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the *regulatory basis* financial statements; schedules of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the Borough and its environment, including internal control, sufficient to assess the risks of material misstatement of the *regulatory basis* financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the *regulatory basis* financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the *regulatory basis* financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program. However, our tests will be less in scope than would be necessary to render an opinion on those

controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, Uniform Guidance and NJ OMB 15-08.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the *regulatory basis* financial statements are free of material misstatement, we will perform tests of the Borough of Mountain Lakes's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and NJOMB 15-08 require that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and the *New Jersey State Aid/Grant Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Borough of Mountain Lakes's major programs. The purpose of these procedures will be to express an opinion on the Borough of Mountain Lakes's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and NJ OMB 15-08.

Other Services

We will also assist in preparing the *regulatory basis* financial statements, the schedules of expenditures of federal and state awards, and related notes of the Borough of Mountain Lakes in accordance with accounting practices prescribed or permitted by the Division and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls, including internal controls over federal and state awards, and for evaluating and

monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the *regulatory basis* financial statements, the schedules of expenditures of federal and state awards, and all accompanying information in accordance with accounting practices prescribed or permitted by the Division and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for including all informative disclosures that are appropriate for the *regulatory basis* financial statements prepared in accordance with accounting practices prescribed or permitted by the Division. Those disclosures will include (1) a description of the accounting policies of the Borough which are in accordance with the accounting practices applicable to municipalities which have been prescribed or permitted by the Division, including a summary of significant accounting policies, and how this basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the *regulatory basis* financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the *regulatory basis* financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Borough from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the *regulatory basis* financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the *regulatory basis* financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Borough involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the *regulatory basis* financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Borough received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Borough complies with

applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provision of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and NJ OMB 15-08, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on January 1, 2023.

You are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for preparation of the schedules of expenditures of state and federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance and NJ OMB 15-08. You agree to include our report on the schedules of expenditures of state and federal awards in any document that contains and indicates that we have reported on the schedules of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedules of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedules of expenditures of federal and state awards no later than the date the schedules of expenditures of state and federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedules of expenditures of federal and state awards in accordance with the Uniform Guidance and NJ OMB 15-08; (2) you believe the schedules of expenditures of federal and state awards, including its form and content, are fairly presented in accordance with the Uniform Guidance and NJ OMB 15-08; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedules of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in accordance with accounting practices prescribed or permitted by the Division. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited *regulatory basis* financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited *regulatory basis* financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with accounting practices prescribed or permitted by the Division; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with accounting practices prescribed or permitted by the Division; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditors' report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. With regard to the electronic dissemination of audited *regulatory basis* financial statements, including *regulatory basis* financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes and that you have reviewed and approved the *regulatory basis* financial statements, schedules of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. We understand that you have designated the Chief Financial Officer, Monica Goscicki, to be responsible and accountable for overseeing our services.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If for whatever reason your personnel are

unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form, if applicable, that summarizes our audit findings. It is management's responsibility to submit the reporting package (including *regulatory basis* financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Borough of Mountain Lakes and the Division; however, management is responsible for distribution of the reports and the *regulatory basis* financial statements to any other required parties. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Nisivoccia LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant or Oversight Agency for Audit or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Nisivoccia LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through entity. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to issue our report no later than June 30, 2025. John J. Mooney are the engagement partners and are responsible for supervising the engagement and signing the reports.

We are not financial advisors under the SEC's definition related to debt issuances and we will not be performing those services.

Nisivoccia LLP will not act as dissemination agent for the Borough of Mountain Lakes in connection with the Borough of Mountain Lakes's obligations, if any, to provide secondary market disclosure. Our work to prepare secondary market disclosure documents shall consist of and be limited to (1)

distribution of the Borough of Mountain Lakes's audited *regulatory basis* financial statements to the Borough of Mountain Lakes or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port, and (2) preparation of certain operating data, customarily consisting of the financial information, readily available in the *regulatory basis* financial statements of the Borough, contained in Appendix A to an Official Statement, and distribution of that data to the Borough of Mountain Lakes or its designated dissemination agent in an electronic format that complies with the requirements of the Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port. The Borough of Mountain Lakes, or its designated dissemination agent, shall remain responsible for filing required secondary market disclosure information and "material event" notices in accordance with any prior undertakings, and Nisivoccia LLP shall not have any responsibility nor liability for the failure of the Borough of Mountain Lakes, or its designated dissemination agent, to comply with the Borough of Mountain Lakes's secondary market disclosure undertakings.

With regard to the electronic dissemination of audited *regulatory basis* financial statements, including *regulatory basis* financial statements published electronically on your website and on the **Municipal Securities Rulemaking Board's Electronic Municipal Market Access Data Port**, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

MSRB Municipal Advisor Rule:

On September 18, 2013, the Securities and Exchange Commission (the "SEC") adopted a rule requiring that "municipal advisors" register with the Securities and Exchange Commission. A "municipal advisor" is someone that "provides advice to or on behalf of a municipal Borough with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues[.]" Nisivoccia LLP is not a registered Municipal Advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities. Accordingly, pursuant to the new Municipal Advisor rule and absent the available exception to the rule discussed below, Nisivoccia LLP cannot provide the Borough of Mountain Lakes with advice or recommendations regarding the issuance of municipal securities.

Under the Municipal Advisor rule, the Borough of Mountain Lakes may continue to receive advice from its auditor, bond counsel and other professionals, provided both the Borough of Mountain Lakes and the professional satisfy the "Issuer Has Hired an Independent Municipal Advisor Exemption". First, as municipal issuer, the Borough of Mountain Lakes needs to have (i) engaged an independent registered municipal advisor and (ii) made such engagement known in writing to the person seeking to rely on the exemption and/or post this declaration on the Borough of Mountain Lakes's web site. Second, the person relying on this exemption, such as us, your bond counsel and others, must:

1. obtain a written representation from the Borough of Mountain Lakes that it is represented by, and will rely on the advice of, an independent registered municipal advisor. The written representation from the Borough of Mountain Lakes may be a declaration posted on the

Borough of Mountain Lakes's web site as long as the posting states that the representation is intended to establish the independent municipal advisor exemption pursuant to the Municipal Advisor rule;

2. provide written disclosure to the Borough of Mountain Lakes and its independent registered municipal advisor that, by obtaining such representation from the Borough of Mountain Lakes, the firm is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Exchange Act with respect to the municipal financial product or issuance of municipal securities; and
3. provide the written disclosure described above at a time and in a manner reasonably designed to allow the Borough of Mountain Lakes to assess the material incentives and conflicts of interest that such person may have in connection with the municipal advisory activities.

If the Borough of Mountain Lakes has engaged the services of a registered Municipal Advisor, we encourage you to notify us in accordance with paragraph 1 above. We have already provided to you in this letter the disclosure contained in paragraph 2 above, which we trust is being provided to you in the time and manner set forth in paragraph 3 above. If the Borough of Mountain Lakes has not engaged the services of a registered Municipal Advisor, or has, but has not satisfied the requirements of the "Issuer Has Hired an Independent Municipal Advisor Exemption", then any services performed by us in connection with the issuance of municipal securities shall be performed pursuant to the Statements on Standards for Attestation Engagements and related Attestation Interpretations as issued by the American Institute of Certified Public Accountants, then currently in effect.

Our fee for these services will be:

	<u>2024</u>
Audit Fee (including FAST)	\$49,425
Debt Statement	1,050
Fixed Assets Audit	1,500

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 120 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during

The Honorable Mayor and Members of
the Township Council
Borough of Mountain Lakes
Page 11
November 29, 2023

the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to Borough of Mountain Lakes and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the contract period. Accordingly, our 2021 peer review report accompanies this letter.

Very truly yours,

NISIVOCCIA LLP

NISIVOCCIA LLP


John J. Mooney, Partner

RESPONSE:

This letter correctly sets forth the understanding of the Borough of Mountain Lakes.

By: _____

Title: _____

Date: _____

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

THIS AGREEMENT, made this ___ day of _____, 20___ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and NISIVOCIA, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 11/29/23 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed 51,975.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: *[Signature]*

By: *[Signature]*

11/29/23
Date

Jo Ann Di Vite (SEAL)
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/5/2024

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: CGP&H

Service Provided: Borough Housing Administrative Agent

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated?	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	N/A
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	N/A	N/A
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	N/A
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	N/A
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	N/A
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox **Date:** 12/13/23

Verified by: [Signature] **Date:** 12/20/23

Proposal for Professional Services

**Proposal for Borough Affordable
Housing Administrative Agent Services**

***Borough of Mountain Lakes
New Jersey***

Proposal Date: November 30, 2023

Valid Through: March 31, 2024



CGPH

Community Grants, Planning & Housing
Good People. Great Results. Since 1993.

1249 South River Road, Suite 301

Cranbury, NJ 08512

(609) 642-4855 (direct line)

randy@cgph.net

PROPOSAL FOR BOROUGH AFFORDABLE HOUSING
ADMINISTRATIVE AGENT SERVICES

Proposal for Professional Services

EXECUTIVE SUMMARY

CGP&H is a New Jersey Department of Community Affairs approved Affordable Housing Administrative Agent and we are currently providing Administrative Agent and Housing Rehabilitation Services in more than 100 municipalities throughout the State of New Jersey.

CGP&H specializes in all aspects of affordable housing, planning, affordable housing compliance, and the procurement of grants and loans for our clients. Founded in 1993, our involvement in affordable housing projects grows every year. CGP&H serves as the Administrative Agent for more than 7,000 affordable homes and has also managed the rehabilitation of more than 3,500 owner and renter occupied units. Currently, two-thirds of all the professional services that our 37-person firm provides are related to affordable housing. Please visit our company website, CGPH.net for additional information about our company.

Some examples of the affordable housing-related work that our team has designed and implemented include:

- **Administering Owner-Occupied and Renter-Occupied Housing Rehabilitation Programs;**
- **Designing and Implementing Innovative and Successful Market to Affordable Programs;**
- **Providing state of the art Administrative Agent Services in compliance with Uniform Housing Affordability Controls (UHAC);**
- **Expertise with Foreclosure and Enforcement Issues;**
- **Creating and Implementing Creative Affordability Assistance Programs that work;**
- **Preparing Income Eligibility Determinations;**
- **Implementing Accessory Apartment Programs;**
- **Developing fully compliant and user-friendly Affirmative Marketing Plans; and;**
- **Planning Services to create or amend existing Housing Element & Fair Share Plans.**

CGP&H can quickly create customized policy and procedure manuals for Affordable Housing administration and Housing Rehabilitation programs that are proven, comprehensive and are often disseminated by the New Jersey Department of Community Affairs or Court Masters as model manuals.

Administrative Agent Services

CGP&H is currently responsible for thousands of affordable housing units throughout dozens of New Jersey municipalities. Our staff are experts with state affordable housing regulations in the areas of income qualifications, affordable rents and sales prices, affirmative marketing plans, and much more to comply with the State's Uniform Housing Affordability Controls (UHAC). Over the past three decades, CGP&H has designed and successfully implemented every allowable approach to affordable housing in New Jersey and our staff of licensed planners has an excellent understanding of all State affordable housing rules and regulations. We ensure that each affordable housing project complies with State rules as well as each municipality's Housing Element and Fair Share Plan.

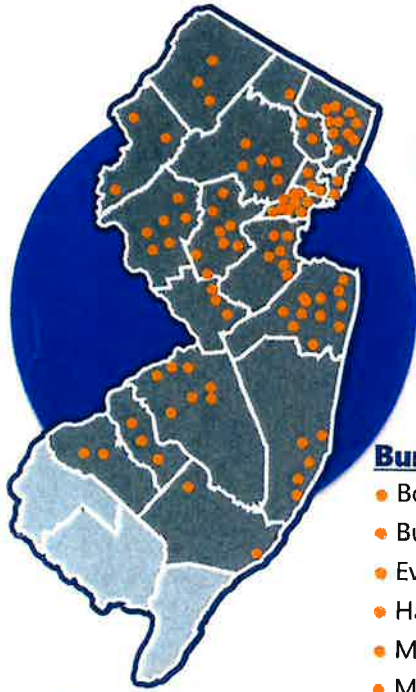
CGP&H is an industry leader in technological innovation to better serve our applicants and our clients. CGP&H's Affordable Homes New Jersey website and profile is now so widely recognized that we receive inquiries from affordable homeowners in municipalities not administered by CGP&H requesting that we list their home and administer the sale!

Applicants are able to log onto their own **Affordable Homes New Jersey Profile** to update their contact information and see exactly where they are on our affordable housing waiting lists. No other firm in the state has capabilities that even begin to approach the efficacy, speed, responsiveness to applicant inquiries, and user-friendliness. AffordableHomesNewJersey.com has transformed the way we provide Administrative Agent services and improved the applicant experience tremendously. This is why our firm has nearly doubled its affordable housing admin portfolio in a very short time. Furthermore, these online tools and database enable us to administer affordable units in small inclusionary developments effectively and efficiently as well as large projects.

Detailed applicant information is stored in our secure database on the Salesforce platform enabling us to monitor the program and provide valuable insights into our client municipality's portfolio and its applicants. For example, we can report on how long it takes to sell a unit, how long it takes to rent a unit, how many are currently for rent, how many applicants have special needs, and so much more. No other firm has these reporting and analytic capabilities that we include in our portfolio of services.



We are also leaders in implementing Affordability Assistance Programs and Accessory Apartment Programs that work. From the challenges of rehabilitating an owner-occupied home to acquiring market rate homes and reselling them under a Market to Affordable Program, CGP&H is the most comprehensive, experienced and capable affordable housing implementation team operating in New Jersey today.



AFFORDABLE HOUSING

Administrative Agent Locations

Sussex County

- Hardyston
- Newton
- Sparta

Warren County

- Allamuchy
- Greenwich
- Independence
- Lopatcong

Hunterdon County

- Delaware
- Flemington
- Frenchtown
- High Bridge
- Lebanon
- Raritan Twp
- Tewksbury

Somerset County

- Bedminster
- Bernardsville
- Franklin Township - Somerset
- Hillsborough
- Montgomery
- Raritan Boro
- Warren
- Watchung

Burlington County

- Bordentown Township
- Burlington City
- Evesham
- Hainesport
- Moorestown
- Mount Holly
- Mount Laurel
- Springfield
- Westampton

Camden County

- Berlin
- Cherry Hill
- Stratford
- Voorhees

Gloucester County

- East Greenwich
- Washington - Gloucester

Ocean County

- Barnegat
- Berkeley
- Lacey
- Manchester
- Ocean
- Stafford

Atlantic County

- Hammonton
- Northfield

Passaic County

- Bloomingdale
- Hawthorne
- Little Falls
- Totowa
- Wanaque
- Woodland Park

Morris County

- Denville
- Florham Park
- Hanover
- Montville
- Morristown
- Netcong
- Roxbury
- Washington - Morris

Middlesex County

- Dunellen
- East Brunswick
- Edison
- Highland Park
- Metuchen
- Old Bridge
- Piscataway
- Sayreville
- Woodbridge

Monmouth County

- Aberdeen
- Eatontown
- Freehold Township
- Hazlet
- Holmdel
- Howell
- Manalapan
- Manasquan
- Marlboro
- Ocean
- Oceanport
- Rumson
- Wall
- West Long Branch

Mercer County

- East Windsor
- Hightstown
- Hopewell
- Pennington
- Princeton

Bergen County

- Bergenfield
- Cresskill
- Edgewater
- Elmwood Park
- Englewood
- Franklin Lakes
- Glen Rock
- Lyndhurst
- Mahwah
- New Milford
- Oakland
- River Vale
- Rutherford
- Saddle Brook
- Wood-Ridge
- Wyckoff

Essex County

- Cedar Grove
- Livingston
- Maplewood
- Montclair
- South Orange Village
- West Orange

Hudson County

- Bayonne
- Hoboken

Union County

- Berkeley Heights
- Clark
- Cranford
- Garwood
- Mountainside
- Roselle Park
- Scotch Plains
- Springfield
- Union Township
- Westfield

THE CGP&H APPROACH - ADMINISTRATIVE AGENT SERVICES

The CGP&H approach is ideally suited to administer any New Jersey municipality's existing and planned portfolios of affordable homes. CGP&H's proprietary **Affordable Homes New Jersey** website, database, and applicant profile system allows us to keep the applicant waiting lists for current, find prequalified applicants quickly when needed; track compliance; and, ensure regular affirmative marketing is undertaken. The key aspects of our approach that sets us apart from other Administrative Agents is described below:

Affirmative Marketing

CGP&H will affirmatively market the affordable units to maintain a list of interested applicants. Information will be posted on AffordableHomeNewJersey.com. We will send out mailings quarterly to our existing distribution list of approximately 250 community groups, major employers, and social service providers in the client's region. We will share our list with municipal staff to see if the municipality would like to add any community groups, major employers or social service providers to our comprehensive list. All units will also be posted on NJHRC.gov as well as Twitter, Instagram and Facebook where CGP&H has over 3,600 followers.

Household Certification

CGP&H will maintain a waiting list of households interested in purchasing or renting affordable units in the client municipality.

CGP&H ensures that our waiting lists are filled with applicants that are still interested in affordable housing so that when specific opportunities arise, less time will be spent inviting dozens on the waiting list who have moved on to other housing options. CGP&H's online system requires that our applicants re-affirm their interest in remaining on the waiting list. The positive impact on how quickly this approach can fill vacant units is nothing short of remarkable. CGP&H will complete income certifications for all households that submit full applications.

There is no other firm in the entire state that provides such a robust and user-friendly online database, with so much transparency for applicants. Through our online profile system, applicants can add or remove themselves from the municipality's waitlist, update personal information (such as income, children born, marriage/divorce etc.), and much more. This 24-7 access is available right on their computer, smart phone, or any other device with an internet connection. CGP&H's system has earned accolades from applicants, landlords and sellers of affordable housing as these technological advances have brought the modern-day convenience and access of the latest mobile and web technologies to the processes of renting, leasing, selling and purchasing of affordable homes with exemplary results.

Affordable Homes New Jersey Website

CGP&H will set-up a dedicated webpage, like the one shown below, for each affordable housing development or sale unit in each client municipality. This website, AffordableHomesNewJersey.com, provides excellent exposure for the affordable units with current web activity at approximately 40 new preliminary applications submitted daily online (almost 15,000 new households added annually).

Affordable Homes New Jersey
CGP&H Service

🏠 AFFORDABLE OPPORTUNITIES • 📄 APPLY NOW • ❓ FAQ

SAMPLE TOWNSHIP

Home → All Opportunities → **Sample Township**

HOW TO APPLY

If you want to join the waiting list, click to submit a Preliminary Application online. Make sure to visit your Affordable Homes New Jersey Profile to join waiting lists.

[Submit a Preliminary Application](#)

AVAILABILITY

You may join the Evesham rental and ownership waiting lists. Units become available for rent and sale monthly.

CURRENT LISTINGS

Click below for additional information on current affordable opportunities in this municipality. Only waiting lists to be considered.

- Whitebridge Village Condominiums**
Sale
401 Quail Rd
\$75,299 | 2 bed | 1 bath | Low
- Whitebridge Village Condominiums**
Sale
2201 Rabbit Run Rd
\$112,302 | 2 bed | 1 bath | Moderate
- Whitebridge Village Condominiums**
Sale
801 Quail Rd
\$79,292 | 2 bed | 1 bath | Low
- Whitebridge Village Condominiums**
Sale
1201 Squirrel Rd
\$114,900 | 2 bed | 1 bath | Moderate

LOCATIONS

Click below for additional information on locations in this municipality. Only waiting lists to be considered.

- Berkshire Woods**
Sale
2 Bed · 3 Bed | Low · Moderate | 6 Townhome(s)

BURLINGTON COUNTY EVESHAM

Google | Map Data ©2017 Google | Terms of Use

HAVE A QUESTION?

For immediate responses, visit our searchable [FAQ](#) for answers to questions like:

- What are the steps involved in the affordable housing process?
- What is considered income?
- What documents will I be required to submit?
- Do I need an attorney to buy or sell an affordable home?

INTERESTED IN OTHER LOCATIONS?

Visit our [Current Listings](#) page to view available properties in all locations.

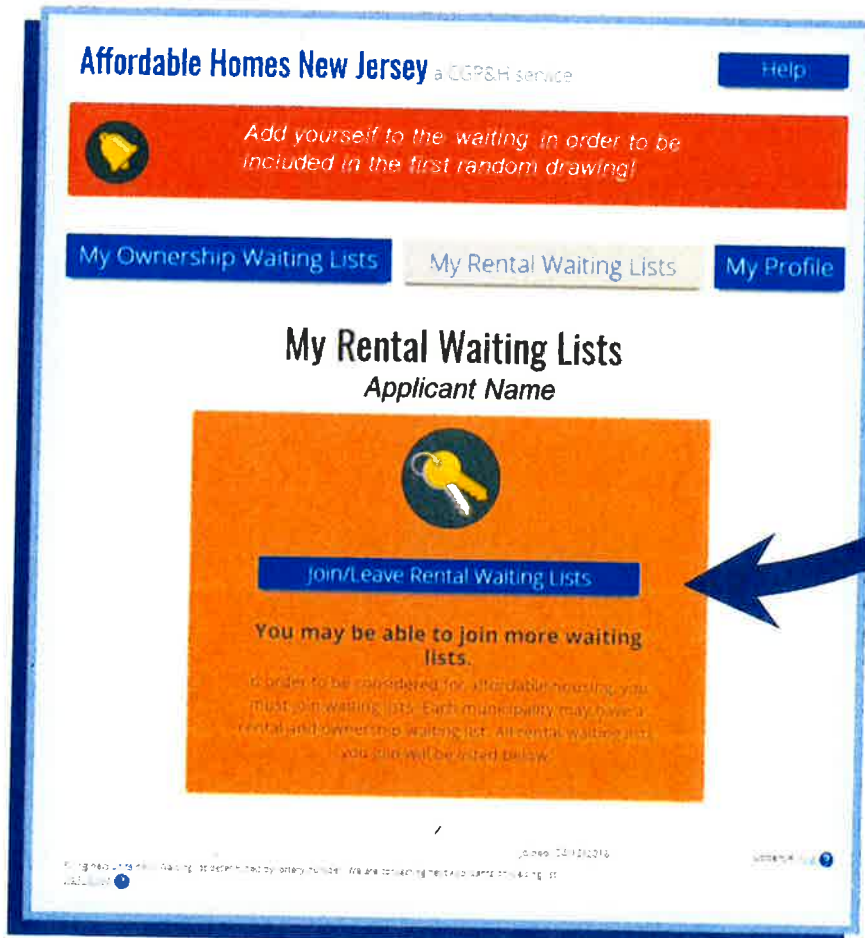
FOLLOW US

Online Preliminary Application

When an applicant is interested in being added to the municipality's waiting list for affordable housing, they will be able to submit a pre-application online directly from the **AffordableHomesNewJersey.com** website. This short Pre-Application will ask basic information about the applicant's household size and income to determine whether the household may qualify for affordable housing. If an applicant does not have access to a computer or phone, they will be mailed a preliminary application, or we will assist them over the phone.

Online Affordable Homes New Jersey Profile

Every applicant who applies to rent or purchase a home in the municipality will be able to access their own **Affordable Homes New Jersey** Profile page like the one shown in the following figure. On that page, they will be able to see the information we have on file for them such as annual income and household size. If the applicant needs to update their income or phone number for example, they can click the "Update My Profile Information" button. The personalized profile enables applicants to verify that we always have their most current information on file and to quickly update their information themselves. The profile page also will also show that they are on the waiting list to purchase or rent a home in the municipality and shows available homes that they may qualify for.



Applicants can add themselves to the municipality's waiting list right from their own profile page!

Streamlined Digital Communication with Applicants

When applicants submit their online preliminary application, we use an email verification tool to make sure that the email address the applicant provided is correct and our email is not blocked by spam blocker. Our ability to communicate with applicants is critical because we email applicants notifications when we get to their name on the waiting list for an available unit. These emails provide applicants more information about the available home and applicants can "Request to Visit" the home or "Skip This Unit" by clicking a button directly from the email.

Applicants receive emails where with one click they can "Request to Visit" or "Skip This Unit"

Affordable Homes New Jersey

An affordable home has become available and your name is in the next group of potential applicants. To confirm your interest, please review the listing below (which includes all the information we have at this time)

• PLEASE NOTE THE DEADLINE TO RESPOND. If you do not take action by this deadline, we will assume you are not interested in this home and we will move to the next person on the waiting list. You will not be contacted about this home again.

Please respond by: 07/26/2018



600 Harrison, unit ##, Hoboken, Hudson County



1 bed 1 bath

\$ 750

Request to Visit

Skip This Unit

We typically need to contact at least ten applicants for every applicant that rents a unit. During this outreach we screen for eligibility (such as income and household size) and provide additional information about the units and landlord policies. Though an applicant may be next on the waiting list for an affordable unit, there are numerous reasons why that applicant may choose not to proceed with that particular unit. For example, they may have moved on to another housing option or are currently in the middle of a lease they cannot break. Our streamlined communication system allows us to learn quickly if an applicant is not interested in a unit, so we can move on to the next applicant on the list as soon as possible. CGP&H strives to make this component of the process as efficient as possible so applicants can get much needed affordable housing quickly and landlords can rent units in a timely fashion. When an applicant is interested in a unit and clicks "Request to Visit", they will be asked additional questions to confirm they qualify for the specific unit, and if so they will be referred to the landlord.

Applicants will be notified immediately via email if they are not eligible because, for example, they are over the income limit or their household size is too large for the available unit. This immediate processing allows us to move onto the next preliminary applicant to fill the affordable units as quickly as possible. Our automated email communications provide detailed information to applicants on the waiting the waiting list 24/7, so they know their change in status, without any delays. Due to the advanced interactive nature of our database, applicants being notified that they are ineligible can immediately request a review online via a link from their email and update their information if applicable.

Online Full Application

Before an applicant can rent or purchase an affordable home, they will be sent a link to an online application form to start the full income certification process. We have received positive feedback from applicants who prefer to complete the form online rather than a hard copy application. The online form is user friendly and applicants can save their progress while they input bank account and other income-related information requested in the application.

Online Annual Renewal

Applicants can update their contact information, income, household size and other qualifying information any time from their **Affordable Homes New Jersey Profile**. If applicants have not updated in the last year, we will email them a series of emails notifying them that their profile will expire and they will be removed from the waiting list if they do not submit an update via the link provided in the email. If they fail to respond to multiple email requests to update, they will be sent a final email notifying them that they have been removed from the waiting list.

Applicants without email addresses will be mailed annual renewal requests.

KNOWLEDGE OF AFFORDABLE HOUSING REGULATIONS

There is no Administrative Agent in the state of New Jersey with more knowledge of New Jersey Affordable Housing regulations than CGP&H. Our president, Randall Gottesman, has been practicing both before and during COAH's coming into existence in the mid-1980s, and ever since, has dedicated much of his career towards being expert in all the requirements, its implications to municipalities, and how to most cost effectively help our clients comply with all of the rules and regulations. In fact, in 2006, CGP&H was so highly recognized for its expertise in this area, that it was awarded a competitive contract to make a companion guide to the *Uniform Housing Affordability Controls (UHAC)*, which CGP&H prepared for the state, and was ultimately entitled, "Understanding UHAC." Thirteen years later, "Understanding UHAC" is still considered a valuable reference tool for those in the industry. In addition, to stay current, CGP&H regularly attends training and educational workshops, and Randall Gottesman, is a founding member of a professional association called, "Affordable Housing Professionals of New Jersey", and has served on its Board since its inception in 2006, having served three of those years as its President. As the current co-chair of that organization's Policy Committee, Mr. Gottesman continues to remain on the cutting edge of knowledge with regard to COAH compliance matters, legislative and legal matters and current events and issues. CGP&H remains committed to continuing its pursuit of full knowledge in this arena to always represent our clients to the best of our abilities.

Randy Gottesman has been on the AHPNJ Education Committee for many years, and has helped conceptualize, review and edit virtually all the curriculum created for AHPNJ's certification program over the years

Our staff has completed the following affordable housing training programs offered by the state of New Jersey:

- Module I
- Module II – Records Management
- Module III – Ethics
- Module IV – Qualifying Households
- CTM Project/Unit Monitoring
- CTM Affordable Housing Trust Fund Monitoring

Our staff has also completed all of the training programs offered to date by the Affordable Housing Professionals of New Jersey (AHPNJ):

- Introduction to Affordable Housing for NJ Municipalities
- Fair Housing
- Qualifying for Affordable Housing: Program Distinctions
- Ethics for Affordable Housing for Affordable Housing
- Community Placement of Affordable Housing Units
- Records Management

Among many others in the company, Vice Presidents Megan York Ximena Calle who oversee the day-to-day operations of the administrative agent activities, have completed the Affordable Housing Professionals of New Jersey Certification program.



Randall Gottesman, PP
President of CGP&H

41 years of experience in:

- *Affordable Housing Planning & Administration*
- *Housing Rehabilitation Administration*
- *Grant Writing*
- *HOME, CDBG, NSP, and various other HUD Grant Management & Reporting*
- *Master Planning, Redevelopment Planning and Re-Examination Reports*

Education:

- *MCRP Rutgers University 1981*
- *BA Psychology and Social Welfare, Ohio Wesleyan University*

Associations & Licenses:

- *Affordable Housing Professionals of NJ (AHPNJ), 2006 Founding Member and President 2010-2012*
- *American Planning Association, New Jersey Chapter since 1981*
- *Licensed New Jersey Professional Planner since 1983*

Randall Gottesman, President of CGP&H is

recognized throughout the state for his professional accomplishments. Mr. Gottesman's skills and track record in Affordable Housing administration, planning and implementation of municipally based programs are among the best in the industry. He has written many Operating Manuals and Affirmative Marketing Plans for his clients, and is experienced in every aspect of affordable housing administration. Mr. Gottesman co-authored a supplementary manual to the State's Uniform Housing Affordability Controls, called "Understanding UHAC." That manual is still a major reference document for many Municipal Housing Liaisons, Administrative Agents and others throughout the state.

During his career, Mr. Gottesman has also been involved in the development of numerous affordable housing projects, the securing of more than \$270 million in state and federal grant funding, and the writing and implementation of more than 200 professional planning documents. Prior to forming CGP&H in 1993, he spent 10 years with a central New Jersey consulting firm where he was responsible for supervising all planning, grant and affordable housing operations. His first three years of experiences after graduate school included Senior Planner positions in Newark and Hoboken, New Jersey.

Mr. Gottesman received his Master's Degree in City and Regional Planning in 1981. He is also a licensed Professional Planner since 1984 (License # 3016). A hallmark of CGP&H's commitment to quality is Mr. Gottesman's involvement in all projects from conception to completion. He cost-effectively provides the benefits of his experience and a team approach to all assignments.

Mr. Gottesman has served on a local community bank's Community Reinvestment Advisory Board. Mr. Gottesman is a member of the American Planning Association, its New Jersey Chapter, and has been a highly active member on its Affordable Housing Committee. He is also a member of the National Low Income Housing Coalition, New Jersey Planning Officials, and the Housing and Community Development Network of New Jersey. In addition, in 2006, Mr. Gottesman worked with other affordable housing professionals to form the Affordable Housing Professionals of New Jersey. This non-profit organization is dedicated to improving statewide the education, ethics, and efficiencies of affordable housing professionals. Mr. Gottesman recently completed three one-year terms as its President and currently remains an active member of the Board. He is also regularly asked to speak at seminars concerning his specialties in affordable housing and grant writing. During his children's formative years, Mr. Gottesman completed three terms on the East Windsor Regional School District, having served two terms as its president.



Megan York, PP, AICP
Vice President of CGP&H

23 years of experience in:

- *Affordable Housing Planning and Administration*
- *Community Planning*
- *Grant Writing*
- *HOME, CDBG, NSP and various other HUD Grant Management & Reporting*

Education:

- *MS Geography, University of Tennessee – Knoxville - 1997*
- *BA Geography and History, Macalester College - 1993*

Associations & Licenses:

- *Affordable Housing Professionals of NJ (AHPNJ) Certification since 2018*
- *American Planning Association, NJ Chapter*
- *Licensed New Jersey Professional Planner since 2006*
- *American Institute of Certified Planners (AICP) since 2006*
- *AHPNJ Policy Committee Co-Chair*

Megan York, Vice President of CGP&H has more than 20 years of experience in affordable housing, planning, grant writing, and community development. She currently leads the municipal services division within the Administrative Agent team at CGP&H.

Ms. York's passion is the implementation of the Mount Laurel doctrine. She has spent the majority of her professional career compiling best practices for the administration of affordable housing programs. This includes preparing planning documents such as housing elements and fair share plans, affordability assistance manuals, spending plans, monitoring reports, extension of expiring control programs and much more for municipalities throughout New Jersey.

While at CGP&H Ms. York has grown CGP&H's Administrative Agent client list from under 10 clients to over 90. It is her years of hands-on experience with Mount Laurel programs throughout New Jersey that enable her to design effective programs to meet municipal affordable housing obligations.

Ms. York is dedicated to improving the administration of affordable housing in New Jersey using technology and web-based services to innovate how services are provided. She has overseen the creation of the Affordable Homes New Jersey database, website, and personalized profile services which has transformed how CGP&H manages affordable housing programs.

Prior to joining CGP&H, Ms. York was a Senior Planner with Group 70 International, a Honolulu based planning firm specializing in community planning. She began her career at Gregory House Programs, an HIV/AIDS housing provider in Honolulu where she managed all aspects of their affordable housing programs.

Ms. York received her Master's Degree in Urban Geography in 1997 from the University of Tennessee and her Bachelor's Degree in Geography and History from Macalester College in 1994. She is a licensed New Jersey Professional Planner and a certified planner with the American Institute of Certified Planners. She is currently the co-chair of the AHPNJ Policy Committee and she regularly participates in national studies and panels conducted by Grounded Solutions and the Center for Housing Policy on best practices in affordable housing and the administration of inclusionary housing.



David Gerken, PP, AICP
Vice President of CGP&H

25 years of experience in:

- *Grant Writing and Administration*
- *Site Plan Reviews*
- *Coordinated Downtown Revitalization Activities*
- *Writing Professional Planning Documents*
- *Securing over \$60 million in funding*

Education:

- *BS Environmental Science, Stockton University*

Associations & Licenses:

- *American Planning Association, NJ Chapter*
- *Licensed New Jersey Professional Planner*
- *American Institute of Certified Planners (AICP)*
- *Certified in Fundraising through the University of Indiana's Center on Philanthropy*

David Gerken, Vice President of CGP&H has personally secured more than \$80 million in funding, and written and implemented numerous professional planning documents. Prior to his position with CGP&H in 2000, he was with a southern New Jersey engineering firm where he was responsible for all planning and grant operations. He has also been involved in land use planning activities for more than 20 years in the states of New Jersey and Maine. Most relevant to this proposal, Mr. Gerken has extensive experience with virtually every type of federal and state grant program including Green Acres, county parks and open space, as well as private foundation programs that might be of interest to the Essex County Department of Parks.

As head of the CGP&H Grants department, Mr. Gerken recognizes the importance of funding research and the necessity to prioritize opportunities for our clients. His grant opportunity analyses are designed to help clients make sound grant application decisions and how best to direct their limited resources. Recognizing that funding availability alone should never guide or influence organizational planning, he always strives to match funding sources to each organization's plan, whether written or envisioned. Mr. Gerken has successfully secured funding from all of the various sources of giving and grant making, including foundations and corporations, as well as governmental entities. He is also certified in fund-raising through the University of Indiana's Center on Philanthropy.

Mr. Gerken received his Bachelor's Degree in Environmental Science in 1991. As a New Jersey-licensed (# LI05614) and nationally-certified Professional Planner he has provided expert testimony on planning and zoning cases throughout the state.

Mr. Gerken has experience in preparing Master Plan reexaminations and updates, Fair Share Plans, Open Space and Recreation Plans, ordinance revisions, Unified Development Ordinance preparation, redevelopment planning, and site plan review.

Mr. Gerken is a member of the American Planning Association and its New Jersey Chapter. He has lead seminars and workshops at the national, state and local level on a variety of grant-related issues. He also serves on the Board of the Burlington County Library System Foundation.



Corinne Markulin,
Vice President

25 years of experience in:

- *Housing Rehabilitation Program administration and management*
- *CDBG, HOME, COAH Regional Contribution Agreement fund programs*
- *Federal Home Loan Bank's Affordable Housing Program*

Education:

- *Mercer County Community College Associates Degree in General Business*

Certifications & Training:

- *Affordable Housing Professionals of NJ (AHPNJ) Certification*
- *HUD Workshops & Online Webinars*
- *Lead Compliance workshops*
- *Certified EPA Lead Renovator*
- *Certified Dust Wipe Sampling*

Corinne Markulin, Vice President for all CGP&H housing rehabilitation programs. Besides her college education, she has over thirty years of administrative and management experience including over twenty years specifically dedicated in housing program administration and management. Ms. Markulin has completed training in a variety of housing rehabilitation, affordable housing and lead compliance activities including being certified as both an EPA Lead Renovator and Dust Wipe Lead Sampling Technician.

Ms. Markulin has been with CGP&H since 1997 and has provided supervision, technical assistance and hands-on administrative services for over 35 housing programs including complex programs which have multiple funding sources, including CDBG, HOME Investment Partnership Program, Federal Home Loan Bank's Affordable Housing Program, COAH Regional Contribution Agreement funds and locally funded government programs. Many of the programs are repeat clients that we have served in multi-year and even decade long program renewals. Ms. Markulin's attention to detail, commitment to all affordable housing issues, and professional experience has led her to become an expert in providing administrative agent services, as well as administering all COAH-related programs and projects.

From Ms. Markulin's extensive background in housing administration, she has written programs' policies and procedure manuals. Among her other duties and responsibilities, she has created and presented affordable housing and home improvement presentations to homeowners; created and conducted contractor orientations; and has vast experience in the marketing of housing programs. In the past, Ms. Markulin has developed and implemented accessory housing programs, write down buy down programs as well as also developed procedures for implementing cost-certifications of sale, rental, resale and rental projects, affirmative marketing plans and supervised the implementation of those projects. She is certified by the Affordable Housing Professionals of New Jersey.



Ximena Calle,
Applicant Services Vice President

17 years of experience in:

- *Housing Rehabilitation Administration*
- *Affordable Housing Administration*

Education:

- *Universidad del Azuay, Business Administration (Cuenca-Ecuador)*
- *Mercer County Community College Associates Degree in Business Administration*
- *Nyack College, Bachelor's degree in Organizational Management (Expected May 2023)*

Certifications & Training:

- *Affordable Housing Professionals of NJ (AHPNJ) Certification since 2016*
- *New Jersey Real Estate License since 2018*

Ximena Calle, Applicant Services Vice President

oversees the applicant services division within CGP&H's Administrative Agent team. In her over 17 years at CGP&H, she has established herself as a statewide leader in administering affordable housing programs in New Jersey.

Ms. Calle combines her encyclopedic knowledge of New Jersey's Uniform Housing and Affordability Controls (UHAC) regulations with her many years of experience to provide exceptional service to affordable housing applicants, landlords, homeowners, and municipalities.

In addition, Ms. Calle is an innovator in the field and constantly working on ways to use technology to improve the delivery of affordable housing services including waiting list management and processing income certifications. Ms. Calle's vision is that improving the affordable housing process benefits all stakeholders and is key to successful implementation of Mount Laurel Policy in New Jersey.

Ms. Calle has an Associate's Degree from Mercer Community College in Business Administration and is currently studying for her bachelor's degree in Organizational Management at Nyack College. She also serves on the Education Committee of Affordable Housing Professionals of New Jersey and was part of the first official class that graduated from the Rutgers University Affordable Housing Professional Certificate Program in 2016.



John Burton, MPA
Chief Operating Officer, Vice
President of CGP&H

9 years of experience in:

- Business Management
- Technical Innovation
- NJ Affordable Housing

Education:

- Master of Public Administration, Penn State
- B.A. English, U.C. Berkeley

Certifications & Training:

- Public Budgeting and Financial Management
- Public Sector Human Resources Management
- NJ Notary Public

John Burton, Chief Operating Officer, Vice President of CGP&H overseeing the Special Programs division within CGP&H's Administrative Agent team. Special Programs is engaged in successfully implementing unique affordable housing initiatives such as a wide variety of Affordability Assistance programs, as well as Market to Affordable programs, Extension of Control programs and so much more. Mr. Burton and his team of experienced implementation specialists are dedicated to providing effective and efficient solutions to complex affordable housing programs. With a strong focus on innovative technical solutions that improve service delivery, he has designed and overseen the implementation of online application platforms for housing rehabilitation program applicants and Coronavirus Aid applicants. A mission-driven professional with over 6 years of experience at CGP&H and more years of experience in the non-profit sector, Mr. Burton's contributions to the landscape of affordable housing in New Jersey include calculating the annual income limits and updating the affordable pricing calculators on behalf of the Affordable Housing Professionals of New Jersey which are used by scores of municipalities and affordable housing providers throughout the state.

In addition to his leadership of Special Programs, as the company's Chief Operating Officer Mr. Burton is also responsible for overseeing vital business functions for CGP&H including administrative support, human resources, technology and innovation, and program development. Leading a team of ten professionals, he is focused on creating efficient business-focused teams that prioritize client service, innovation, and mission-driven results.

Mr. Burton holds a bachelor's degree in English from the University of California at Berkeley and a Master of Public Administration degree from Penn State with graduate certificates in Public Budgeting & Financial Management and in Public Sector Human Resources Management. Before joining CGP&H, Mr. Burton facilitated scholarship disbursements through the NJ Foster Care Scholars Program with Embrella (formerly Foster and Adoptive Family Services). Prior non-profit experience includes work with various educational and arts organizations. Interestingly, Mr. Burton began his career as a professional opera singer, performing around the country at a variety of venues including San Francisco Opera and the Metropolitan Opera.



Heather Mahaley, PP, AICP
Senior Planner / Project Manager

22 years of experience in:

- Affordable Housing Regulations, Planning and Policy
- Community Development
- HUD Grant Management
- Municipal Planning

Education:

- MCRP from Rutgers University 2000
- B.A. in Fine Art from the College of William and Mary

Associations & Licenses:

- American Institute of Certified Planners (AICP)
- New Jersey Professional Planner
- American Planning Association
- Affordable Housing Professionals of NJ (AHPNJ), Founding Member

Heather Mahaley, Senior Planner / Project Manager

has 20 years of experience in affordable housing, planning and community development. She has worked with New Jersey's unique and effective affordable housing regulations for well over a decade and has assisted municipalities across the state in meeting their affordable housing obligations. At CGP&H, she has a number of varying duties including working with the affordable housing department to help our municipal and private clients remain compliant with all relevant affordable housing obligations. Heather also works with municipalities on their trust fund monitoring, creating affirmative marketing plans and affordability assistance programs that work. She is also responsible for setting up new affordable housing developments and helping our municipal clients meet their settlement agreement obligations, including but not limited to creating new affordability assistance programs, accessory apartment programs and market to affordable programs. Relying on her many years of experience, whenever requested, Heather will use her years of running municipal and county CDBG programs to help our municipalities administer their CDBG allocations, including required planning and reporting obligations. Last, but certainly not least, as a highly experienced member of our team, Heather will often be called upon to provide expert consulting services to address some of our clients' most challenging issues.

Prior to re-joining CGP&H, Ms. Mahaley was the Director of the Housing Affordability Service at the NJ Housing and Mortgage Finance Agency, and was the Director of Plan Administration at the Council on Affordable Housing (COAH) where she oversaw the tracking and crediting of municipal affordable housing obligations and the training of Administrative Agents. Long a proponent of affordable housing, Heather is pleased to once again be focusing most of her time on a wide variety of affordable housing matters throughout New Jersey.

Ms. Mahaley has recently worked with the Community Development Block Grant program and HUD regulations. She believes in the intersection of affordable housing and community development activities and looks to combine resources to achieve resilient communities and opportunities for families to thrive.

Ms. Mahaley received her Masters Degree in City and Regional Planning from Rutgers University in 2000 and her Bachelors Degree in Fine Art from the College of William and Mary in 1994. She was a founding member of the Affordable Housing Professionals of New Jersey, and is a licensed New Jersey planner.



Michelle Lamar, Esq., PP
Senior Planner, Corporate
Counsel

44 years of experience in:

- Grant Writing
- Municipal Land Use Law
- Housing and Community Development Planning
- Representing clients Before Zoning and Planning Boards

Education:

- BA Political Science, Williams College
- MA Political Science, MCRP, and Juris Doctorate, Rutgers University

Associations & Licenses:

- American Planning Association, NJ Chapter
- Licensed New Jersey Professional Planner
- Licensed Attorney in New Jersey and Pennsylvania
- Member, Board of Directors of the Land Use Section of the NJ State Bar Association
- NJ Supreme Court Committee on Women in the Courts

Michelle Lamar, Senior Planner, Corporate Counsel

has more than 41 years' experience in grant-writing, planning and law with expertise in municipal land use law, housing, and community development planning. At CGP&H, she specializes in assisting our municipal and county clients with preparing grants applications encompassing a wide range of federal and state grant funding programs.

Ms. Lamar began her career in New Jersey as an Assistant Planner with the Middlesex County Planning Board, working on funding issues through the County Community Development Block Grant program. She then served as City Planner for the City of Woonsocket, Rhode Island, and subsequently as Planner with the Providence Foundation in Providence, Rhode Island (a joint funding effort of the City of Providence Chamber of Commerce and the Rhode Island Historical Society to secure funds to facilitate the transformation of the downtown area). Returning to New Jersey, Ms. Lamar was Assistant Director of the Targeted Jobs Demonstration Program Evaluation (a review of a nationwide demonstration grant program seeking to coordinate employment programs with economic development efforts), undertaken by the Eagleton Institute at Rutgers University.

Upon attending law school, Ms. Lamar was employed by McCarter & English as a litigation associate, worked as an attorney with the New Jersey Housing and Mortgage Finance Agency (NJHMFA), which included administration of the agency's various grant and loan programs, and eventually became a partner practicing land use law with Sterns & Weinroth in Trenton, New Jersey. As a land use attorney, Ms. Lamar represented applicants and objectors before planning and zoning boards, as well as the Washington (now Robbinsville) Township Housing Board and the Hamilton Township (Mercer County) Zoning Board.

Ms. Lamar received her Bachelor's degree in Political Science with a concentration in Environmental Studies from Williams College, Williamstown, Massachusetts, and her Masters in City and Regional Planning, Masters of Arts in Political Science and Juris Doctorate at Rutgers University, where she was an Eagleton Fellow at the Eagleton Institute of Politics.

Ms. Lamar is a New Jersey-licensed Professional Planner and licensed as an attorney in New Jersey and Pennsylvania. She is a member of the Board of Directors of the Land Use Section of the New Jersey State Bar Association and serves on the New Jersey Supreme Court Committee on Women in the Courts.

COMPENSATION PROPOSAL

CGP&H will provide municipality with professional services for the purposes described in this proposal. CGP&H will only bill for services performed, and therefore, the actual amount billed may be considerably less than the budgets presented below depending on the breadth of services requested by municipality.

SUMMARY OF ALL FEES	
ADMINISTRATIVE AGENT GENERAL SERVICES	\$10,300
ACCESSORY APARTMENT PROGRAM SERVICES	\$7,000
TOTAL CONTRACT NOT-TO-EXCEED	\$17,300

The fee tables on the following pages delineate the fee structure for each fee category above. CGP&H may invoice above an individual fee category budget amount or individual fee line item budget amount without additional authorization, however CGP&H will not perform professional services or bill for services that would exceed the total contract not-to-exceed amount without prior authorization from the municipality. While \$10,000 is CGP&H's minimum not-to-exceed for our smaller projects, we do not necessarily anticipate that we will reach the not-to-exceed amount.

See the following pages for a detailed breakdown of all fees.

ADMINISTRATIVE AGENT GENERAL SERVICES paid by Municipality	
1. Municipal Services	Not-to-exceed \$10,000 billed hourly at a rate of \$160 per hour for senior staff which include planners and department supervisors
2. Applicant Services	Monthly flat fee of \$0 per month for a total of \$0 per year. <i>This line item is not anticipated to be required and therefore will not be implemented without additional written authorization and change order.</i>
3. Administrative Agent Resale Fee	\$2,000 flat fee payable by Municipality for each sale unit when home gets listed for sale. <i>A fee of 3% of the resale price will be paid from the seller at the closing to CGP&H.</i>
4. Subordination Requests	\$175 flat fee to process refinancing requests. This fee is paid by the homeowner.
6. Direct Costs	Reimbursement for expenses. Not to exceed \$300 per contract year.
TOTAL PAID BY MUNICIPALITY	Not-to-exceed \$10,300 including up to 0 units listed for sale.

- 1. Municipal Services:** This may include, but is not limited to:
- Implementing Affirmative Marketing Plan postings and other compliance requirements
 - Creation/Updates to the Administrative Agent Operating Manual and Affirmative Marketing Plan, when required
 - Distressed Properties follow up activities
 - Responding to initial private developer inquiries
 - Advising Municipality on affordable housing requirements for new developments
 - Foreclosure prevention activities
 - CTM entry of trust fund or unit information
 - Enforcing affordability controls, including annual mailings to homeowners
 - Program setup for Accessory Apartment program
 - Program setup for Affordability Assistance Programs
 - Trust Fund Monitoring and Unit Monitoring
 - Assisting with Spending Plan revisions
 - Extension of Controls
 - Releasing controls at end of control period
 - Calculating annual tax assessments for affordable homeowners
 - Midpoint Review

- Group home research to document creditworthiness

If the municipality requires additional services above this line item's budgetary cap, CGP&H will request permission to proceed before invoicing further.

CGP&H will strive to comply with all aspects of S2527 affirmative marketing legislation. However, CGP&H cannot ensure that other administrative agents administering affordable housing units in the Municipality are meeting the regulations until further direction is provided by the State of New Jersey.

2. **Applicant Services:** *This line item is not anticipated to be required and therefore will not be implemented without additional written authorization and change order.*

This may include, but is not limited to:

- Affordable Housing Waitlist Management for existing Sales and Rental units
- Responding to general affordable housing inquiries from pre-applicants, applicants, and existing affordable housing owners
- Unit Administration
- Management of general inquiries
- Responding to existing homeowners' inquiries (intent to sell requests, etc.)
- Processing requests for loan subordinations/approval of equity loans and refinancing
- Answering Affordability Assistance Questions
- Advising on annual increases for Market to Affordable, Accessory Apartment, and other units

3. **Administrative Agent Resale Fee:** This includes but is not limited to:

- Facilitation of the resale of any affordable sales unit that is put up for sale by current owner
- Certifying a buying household(s) as eligible
- Sending potential purchasers to the unit
- Facilitating an agreement between buyer and seller
- Preparing and filing closing documents.

The flat fee that is paid by the Municipality will be billed once a notice of intent to sell is signed by the seller. In the event that the seller cancels the sale during the sale process, and the unit does not go to closing, this flat fee is still applicable and will not be returned or cancelled.

4. **Subordination Requests:** includes the cost of processing mortgage Subordination Requests during the affordability control period.

5. **Direct Costs:** this includes, but is not limited to:

- Reimbursement for direct costs for large scale printing jobs; postage; affirmative marketing mailing, mailings to affordable housing homeowners; poster production; expedited mailings or messenger services, etc.

ACCESSORY APARTMENT PROGRAM SERVICES

Accessory Apartment Program Implementation	Not to exceed \$7,000 per unit billed hourly at \$160 per hour for President, Vice President and all senior staff, and \$115 per hour for all other staff.
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Accessory Apartment Program Implementation: After the program manual is written and approved, this includes, but is not limited to:

- Ongoing marketing to existing residents
- Distributing marketing materials
- Answering homeowner inquiries
- Brining applications from initial submission through to case closing.
- The not-to-exceed for this line item may require revision based on local homeowner interest in the program, or if homeowners start the process but do not finish, etc.

The Municipality can decide whether it wants owners of future accessory rental units to pay CGP&H to market and fill their vacancies whenever that occurs, or whether the Municipality will cover those periodic expenses. Many of our clients decide to cover this expense, as turnover is generally slow, and it further encourages homeowner participation.

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

THIS AGREEMENT, made this ___ day of _____, 20__ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and CGP&H, LLC, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated _____ which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$20,000.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: Stephanie Rubin

By: Randall Gottesman

Stephanie Rubin

Randall Gottesman

(SEAL)

11-8-2023

Date

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

RESOLUTION 55-24

**“RESOLUTION AWARDING A CONTRACT FOR PROFESSIONAL LEGAL SERVICES – BOND COUNSEL TO HAWKINS,
DELAFIELD & WOOD, LLP”**

WHEREAS, there exists the need for professional legal services (Bond Counsel) for the Borough of Mountain Lakes; and

WHEREAS, the Borough has received a proposal for professional legal services (Bond Counsel) from Hawkins, Delafield & Wood, LLP and

WHEREAS, the Borough Manager has recommended acceptance of the proposal from Hawkins, Delafield & Wood, LLP.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that a Contract is hereby awarded to Hawkins, Delafield & Wood, LLP, One Gateway Center, 24th Floor, Newark, NJ, 07102-5311 for the Borough’s **2024** professional legal services (Bond Counsel) **in an amount not to exceed \$40,000** and that the Borough Manager and Borough Clerk are hereby authorized to enter into the Contract.

BE IT FURTHER RESOLVED that the term of this contract shall be for one year, from January 1, 2024 through December 31, 2024.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Hawkins, DeLaField & Wood

Service Provided: Bond Counsel

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? <u>No Increase</u>	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	nh
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	✓	✓
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	✓	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	nh
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	nh
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox **Date:** 12/12/23

Verified by: nh **Date:** 12/20/23

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") made and entered into this ____ day of _____, 2024, by and between the Borough of Mountain Lakes, in the County of Morris, New Jersey (the "Borough"), and Hawkins Delafield & Wood LLP, having offices at One Gateway Center, Newark, New Jersey ("Hawkins"),

WITNESSETH:

WHEREAS, the Borough requires the services of a recognized bond counsel firm to, among other things: approve the legality of its bonds and notes (the "Obligations"); assist the Borough and the Borough's local attorney in every phase of the authorization proceedings for the Obligations; oversee the actual issuance of the Obligations; arrange for the advertising and holding of public sales of the Obligations; attend to the preparation of the Obligations and the delivery and payment for the Obligations at the closing thereof; aid in the timely and efficient consummation of the sale of the Obligations and the preliminary and related proceedings; issue an approving legal opinion that accompanies the Obligations; prepare a notice of sale for the Obligations; assist in matters relating to the receipt of electronic bids for the Obligations; prepare or assist in the preparation of a preliminary official statement and a final official statement relating to the Obligations; prepare or assist in the preparation of any necessary Local Finance Board applications; advise with respect to the federal securities laws relating to initial and secondary market disclosure applicable to the issuance of the Obligations; advise with respect to the federal tax laws applicable to the issuance of Obligations; prepare bond ordinances, capital improvement ordinances, bond resolutions, bond anticipation note resolutions and other related ordinances and resolutions; prepare an arbitrage and use of proceeds certificate and a continuing disclosure undertaking relating to the Obligations; and provide advice from time to time with respect to the foregoing and related matters;

NOW, THEREFORE, the Borough and Hawkins hereby agree as follows:

1. Client. The client of Hawkins in this matter will be the Borough. Hawkins will be engaged hereunder to render legal advice to the Borough as its bond counsel in connection with the issuance of the Obligations.
2. Scope of Services. The primary responsibility of Hawkins as bond counsel to the Borough will be to render an opinion regarding the validity and binding effect of the Obligations, the source of payment and security for the Obligations and, if applicable, the excludability of interest on the Obligations from gross income for federal and state income tax purposes. In addition, Hawkins would provide the services described in the above preambles and would expect to attend meetings, participate in conference calls and negotiations, undertake research and offer advice when necessary or desirable.
3. Limited Scope of Representation. The duties of Hawkins do not include, among other things, making an investigation or expressing any view as to the creditworthiness or financial strength of the Borough or of the Obligations. It is expressly agreed that the Borough shall not request Hawkins to provide predictions or advice regarding, and that Hawkins shall provide no predictions or advice and owes the Borough no duty regarding, the financial

structuring or feasibility of any arrangement or any predictions or advice as to the ability or likelihood of any other party actually performing its obligations relating thereto. In delivering the bond counsel opinion, Hawkins does not represent, warrant or guarantee that a court will not invalidate either any of the procedures or contracts being utilized in connection with the issuance of the Obligations, nor does Hawkins represent, warrant or guarantee the actual performance rendered by participants in any transaction with the Borough. It is also expressly agreed that (i) the client of Hawkins for purposes of this engagement is the Borough and not any of its officers or employees, members, creditors, bondholders or any other entities having any interest in the Borough or in which the Borough has an interest and (ii) accordingly, this engagement will not establish an attorney-client relationship between Hawkins and any such individual, member or other entity.

3. Term of Engagement. Either the Borough or Hawkins may terminate this engagement at any time for any reason by written notice, subject on the part of Hawkins to applicable rules of professional conduct. In the event that this engagement is terminated by Hawkins, Hawkins will take such steps as are reasonably practicable to protect the Borough's interests in matters within the scope of this engagement. In the event of termination of this engagement for any reason, Hawkins will be paid for services satisfactorily rendered by Hawkins up to the date of termination and for any post-termination services requested by the Borough in connection with the termination.

4. Conclusion of Representation; Retention and Disposition of Documents. At the Borough's request, its papers and property will be returned to it or delivered to successor counsel, as it may direct, promptly upon receipt of payment of outstanding fees and expenses. The files of Hawkins pertaining to this engagement will be retained by Hawkins. These Hawkins files include, for example, firm administrative records, time and expense reports and accounting records, as well as internal lawyer's work product such as drafts, notes, internal memoranda and legal and factual research prepared by or for the internal use of lawyers. For various reasons, including the minimization of unnecessary storage expenses, Hawkins reserves the right to destroy or otherwise dispose of any such documents or other materials retained by Hawkins within a reasonable time after the termination of this engagement.

5. Post-Engagement Matters. After completion of this engagement, changes may occur in applicable laws or regulations, or in administrative or judicial interpretations thereof, that could have an impact upon issues as to which Hawkins has advised the Borough during the course of this engagement. Unless the Borough subsequently engages Hawkins, after completion of this engagement, to provide additional advice on such issues, Hawkins has no continuing obligation to advise the Borough with respect to any such future legal developments.

6. Fees and Expenses. Fees and expenses for services in connection with this engagement shall be calculated in accordance with the letter of Hawkins dated November 9, 2023. Based on such letter, the fees and expenses incurred in calendar year 2024 are not expected to exceed \$40,000.

7. Other Hawkins Engagements. As a major capital markets law firm, Hawkins from time to time has represented, may currently represent and may in the future represent, issuers, underwriters, commercial banks, corporate trustees and other parties involved in the

issuance of bonds on unrelated matters. By virtue of the participation of Hawkins in this engagement, the Borough acknowledges this fact and agrees to such representation.

8. Borough Responsibilities. The Borough agrees to cooperate fully with Hawkins and to provide promptly all information known or available to the Borough relevant to this engagement. The Borough also agrees to pay statements for services and expenses of Hawkins in accordance with the above provisions.

9. Fully Integrated Agreement; Merger. This Agreement is intended as a complete integration of the terms of this engagement and, as such, all prior understandings, representations, warranties and agreements are fully and completely merged herein.

10. Borough Acknowledgment. The Borough acknowledges that Hawkins is not making any examination or recommendation, nor is Hawkins providing advice, with respect to the business or financial aspects of any financing or of the Obligations. The Borough understands that Hawkins cannot provide predictions or advice with regard to the likelihood of success of any aspect of any financing.

11. Specific New Jersey Statutory Provisions. This contract has been awarded to Hawkins based on the merits and abilities of Hawkins to provide the services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned representative of Hawkins does hereby attest that Hawkins, its subsidiaries, assigns or principals controlling in excess of 10% of Hawkins, has neither made a contribution that is reportable to the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of this contract that would, pursuant to P.L. 2023, c.30, affect its eligibility to perform this contract nor will it make a reportable contribution during the term of this contract to any candidate committee of any person serving in an elective public office of the Borough when this contract is awarded. During the term of this Agreement, Hawkins agrees to comply with the equal employment opportunity requirements set forth in N.J.A.C. 17:27 and hereby incorporates by reference the Mandatory Equal Employment Opportunity Language set forth in Exhibit A attached hereto and made a part hereof. Hawkins acknowledges its responsibility to file an annual statement on political contributions with the New Jersey Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c.271 §3) if Hawkins receives contracts in excess of \$50,000 from public entities in a calendar year. It is the responsibility of Hawkins to determine if filing is necessary.

12. Severability. Any provisions or portion of this Agreement prohibited as unlawful or enforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement.

13. Counterparts. This Agreement may be executed in counterparts, which together will constitute the entire Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) and the parties hereto may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

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

**THE BOROUGH OF MOUNTAIN LAKES,
IN THE COUNTY OF MORRIS, New Jersey**

By _____
Name:
Title: Mayor

HAWKINS DELAFIELD & WOOD LLP

By  _____
Name: Robert H. Beinfield
Title: Partner

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

RESOLUTION 56-24

“RESOLUTION AWARDING A CONTRACT FOR INSURANCE RISK CONSULTING SERVICES TO CHADLER SOLUTIONS, INC.”

WHEREAS, there exists the need for insurance risk management consulting services for the Borough of Mountain Lakes; and

WHEREAS, the Borough has received a proposal for insurance risk management consulting services from Chadler Solutions, Inc.; and

WHEREAS, the Borough Manager has recommended acceptance of the proposal from Chadler Solutions, Inc.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that a Contract is hereby awarded to Chadler Solutions, Inc., 100 Passaic Avenue, Suite 120, Fairfield, NJ, 07004-3508, for the Borough’s 2024 insurance risk management consulting services in an amount not to exceed the fee of 5% (five percent) of the annual insurance policy rate and that the Borough Manager and Borough Clerk are hereby authorized to enter into the Contract.

BE IT FURTHER RESOLVED that the term of this contract shall be for one year, from January 1, 2024 through December 31, 2024.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Chadler Solutions

Service Provided: Risk Management

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated?	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	N/A
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	N/A	N/A
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	N/A
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	N/A
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	N/A
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox **Date:** 12/12/23

Verified by: [Signature] **Date:** 12/20/23

December 14, 2023

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

Re: **2024 Risk Management Consultant's Agreement**

Dear Mitchell,

Enclosed is the annual Risk Management Consultant's Agreement for calendar year 2024. The agreement defines our responsibilities with respect to the Borough's Insurance Program and the Morris County Municipal Joint Insurance Fund. The agreement terms remain unchanged with the exception of our fees. As in the last few years, we are pleased to offer our services for 2024 at a reduced rate of 5% (vs. standard fee 6%).

Also enclosed are the following documents for your records:

- C.271 Political Disclosure Form
- Signed Standard Form of Agreement
- Non-Debarment Certification
- Affidavit of Non-collusion
- W-9
- Business Registration Certificate
- Stockholder Disclosure Certificate
- Mandatory Equal Employment Opportunity Language
- Certificate of Employee Information Report
- Business Entity Disclosure Certification
- Iran Investment Disclosure Form
- Insurance Certificate naming Borough as Additional Insured

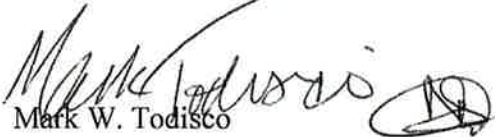


In order to continue our relationship, the Morris County Municipal Joint Insurance Fund requires an executed consultant's agreement along with the Borough's resolution confirming my appointment. If acceptable, please return the documents to my attention no later than January 15th 2024.

It has been a pleasure working with you and the Borough staff during 2023. Please extend my thanks to everyone.

As always, if you have any questions do not hesitate to give me a call.

Sincerely,
Acrisure LLC dba Chadler Solutions

A handwritten signature in black ink, appearing to read "Mark W. Todisco", with a circular flourish at the end. Below the signature, the name "Mark W. Todisco" is printed in a small, black, sans-serif font.

MWT/dd

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

THIS AGREEMENT, made this 16th day of November, 2023 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Acrisure, LLC d/b/a Chadler Solutions, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 11/16/23 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed 5% of annual insurance policy rate.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: Jill A. Ves Lee

By: Ryan G. Foley
Ryan G. Foley, Executive Vice President

(SEAL)

11/16/2023
Date

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

RESOLUTION 57-24

“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND MATTHEW J. GIACOBBE, ESQ. OF CLEARY GIACOBBE ALFIERI JACOBS, LLC”

WHEREAS, there exists the need for professional legal services (Labor Attorney) for the Borough of Mountain Lakes; and

WHEREAS, Matthew J. Giacobbe, Esq. has submitted a proposal indicating that legal services will be provided for the annual fee of \$170.00 per hour for all attorneys and \$90.00 per hour for all paralegals; and

WHEREAS, the maximum amount of the contract is \$50,000.00; and

WHEREAS, the Borough’s Chief Financial Officer has certified that funds are available for this purpose; and

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

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

Section 1. The Borough Manager and Deputy Borough Clerk are hereby authorized and directed to execute an agreement with Matthew J. Giacobbe, Esq. for professional legal services (Labor Attorney) for the Borough of Mountain Lakes as set forth in a proposal, attached hereto, which shall be billed at \$170.00 per hour for all attorneys and \$90.00 per hour for all paralegals.

Section 2. This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

Section 3. The term of this agreement shall be for one year, from January 1, 2024 through December 31, 2024.

Section 4. A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Cleary, Giacobbe, Alfieri Jacobs

Service Provided: Labor Attorney

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? 0/.	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	✓	✓
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	N/A	N/A
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	✓	✓
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox **Date:** 12/12/23

Verified by: [Signature] **Date:** 12/16/23

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

THIS AGREEMENT, made this ___ day of _____, 20___ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Cleary Giacobbe Alfieri Jacobs Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated _____ which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$50,000.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: Joseph J. Papadakis

By: Matthew J. Shaw

11/20/2023

(SEAL)

Date

CLEARY | GIACOBBE | ALFIERI | JACOBS LLC

Attorneys at Law

FIRM RESUME

Oakland Office: 169 Ramapo Valley Road, UL 105, Oakland, NJ 07436 Tel 973 845-6700 Fax 201 644-7601
Matawan Office: 955 State Route 34, Suite 200, Matawan, NJ 07747 Tel 732 583-7474 Fax 732 290-0753
Somerville Office: 50 Division Street, Suite 501, Somerville, NJ 08876 Tel 732 583-7474 Fax 201 644-7601
Haddonfield Office: 255 Kings Highway East, Haddonfield, NJ 08033 Tel 732 583-7474 Fax 732-290-0753

www.cgajlaw.com

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EXECUTIVE SUMMARY

Cleary Giacobbe Alfieri Jacobs, LLC is a full service, general practice law firm. The Firm specializes in the areas of public practice, labor and employment law, litigation, authority law, workers' compensation law, business law and environmental/land use law. The forty-nine (49) attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have extensive experience in the representation of public entities, including municipalities, school boards and municipal utility authorities. The Firm's practice groups are fully-integrated and provide clients with a variety of experience and expertise to ensure matters are handled in an efficient and cost-effective manner. In addition, the Firm has a strong commitment to the use of the latest technology and the latest legal research tools. Cleary Giacobbe Alfieri Jacobs, LLC has a fully automated office which provides for expedient information retrieval and efficient communication between our attorneys and our clients.

As a firm, Cleary Giacobbe Alfieri Jacobs, LLC is small enough to offer personalized and responsive service, yet large enough to ensure there will always be a knowledgeable attorney available to assist a client at any time. The Firm takes pride in never being "too busy" to handle an individual client's question or emergency. The attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have a track record of always being available, whether it is during or outside regular business hours. The Firm recognizes that many public clients have issues and emergencies that arise outside of normal business hours. As such, clients are provided with attorneys' cell/home numbers so that an attorney may always be reached. In addition, the Firm is available to attend any regular or special meetings, or as otherwise required.

The Firm, in its present state, was established in November 2010. The attorneys, however, have a wide range of practice experience from one (1) to over twenty-five (25) years. The Firm's attorneys are all licensed to practice law in the State of New Jersey and most are licensed in neighboring jurisdictions as well. Cleary Giacobbe Alfieri Jacobs, LLC is in compliance with all applicable affirmative action requirements pursuant to Federal and State laws.

The Firm has never been adjudicated liable for professional malpractice, nor has it been involved in any bankruptcy or reorganization proceedings.

ADMINISTRATIVE INFORMATION

As stated above, this Qualification Statement is submitted on behalf of the firm of Cleary Giacobbe Alfieri Jacobs, LLC. The following is the contact information of the attorney that will serve as the key contact to the Borough of Mountain Lakes:

Matthew J. Giacobbe, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road
Upper Level 105
Oakland, NJ 07436
Phone (732) 583-7474
Fax (201) 644-7601
mgiacobbe@cgajlaw.com

Cleary Giacobbe Alfieri Jacobs, LLC also has offices located at:

955 State Route 34
Suite 200
Matawan, NJ 07747
Phone (732) 583-7474
Fax (732) 566-7687

50 Division Street
Suite 501
Somerville, NJ 08876
Phone (732) 583-7474
Fax (201) 644-7601

255 Kings Highway East
Second Floor
Haddonfield, NJ 08033
Phone (732) 583-7474
Fax (732) 566-7687

The Firm is a limited liability company that employs forty-nine (49) experienced attorneys, including thirty-five (35) Partners, nine (9) Counsel, five (5) Associates, and twelve (12) paralegals. The Principals of Cleary Giacobbe Alfieri Jacobs, LLC are:

James J. Cleary, Esq.
Matthew J. Giacobbe, Esq.
Salvatore Alfieri, Esq.
Mitchell B. Jacobs, Esq.

**REPRESENTATION OF NO CONFLICT:
CONTINUING OBLIGATION TO DISCLOSE**

Cleary Giacobbe Alfieri Jacobs, LLC. represents that no conflict of interest exists by virtue of its representation of the interests of the Borough of Mountain Lakes pursuant to the request for qualification. Cleary Giacobbe Alfieri Jacobs, LLC. shall immediately notify the Borough of Mountain Lakes of any potential conflict or actual conflict of interest which arises during the course of its representation.

PROFESSIONAL INFORMATION

Cleary Giacobbe Alfieri Jacobs, LLC recognizes the unique needs and challenges of its public clients. Because public law presents complex and evolving legal issues, public entities need experienced, full-service legal counsel. At the same time, public entities are confronted with increasing financial constraints. As a result, Cleary Giacobbe Alfieri Jacobs, LLC tailors its legal services to meet the budgetary needs of each public client. The Firm's expertise and commitment is evidenced in the continued representation of the same public clients for numerous years, some for a decade or more.

In addition, all legal services provided by Cleary Giacobbe Alfieri Jacobs, LLC are provided "in house" and are never subcontracted out to another firm. The Firm's attorneys and support staff are not members of any collective bargaining unit. Upon information and belief, no immediate relatives of any Principals are employees or elected officials of the Borough of Mountain Lakes.

A. Public Law Practice

The attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have been recognized for their exceptional legal service to public entities. The Firm's clients include some of the largest municipalities and counties in the State of New Jersey, as well as numerous municipal utility authorities, boards of education, planning and zoning boards, economic development authorities, and other public groups at every level of municipal, county and State government. A sampling of the Firm's services to its public clients includes the drafting and/or preparation of contracts, bid specifications, ordinances and board resolutions as well as the handling of bid protests, tax appeal litigation and defense of any and all claims filed against the public entity. Specifically, the Firm advises its public clients on all aspects of compliance with both Federal and State laws, such as the Open Public Meetings Act ("OPMA"), Open Public Records Act ("OPRA"), the Municipal Land Use Law, the Local Public Contracts Law, among others. In addition, Cleary Giacobbe Alfieri Jacobs, LLC provides guidance in environmental and land use issues, including condemnation.

B. Education Law Practice

Over the years, the attorneys of Cleary Giacobbe Alfieri Jacobs, LLC have been recognized for their expertise in all areas of school law. This is evidenced by our long-standing relationships with our clients and the Statewide recognition as experts we have received from entities such as the New Jersey School Boards Association Insurance Group.

The extensive knowledge and experience of our attorneys enables Cleary Giacobbe Alfieri Jacobs, LLC to assist our education clients in many other pertinent areas of law as well. Some of the areas in which we assist our school board clients maintain legal compliance include bid drafting and specification questions, special education, contracts, first amendment rights, employee and student civil rights, construction, bonding and land use, school ethics, labor negotiations, and employee and student discipline. Our team approach to servicing our educational clients is not only cost effective, but it also enables us to offer our clients a full spectrum of services. Additionally, we provide trial and appellate litigation services, as well as handle matters before State and federal administrative agencies. We routinely appear before the Commissioner of Education, the Civil Service Commission, the New Jersey Public Employment Relations Commission, the Division on Civil Rights, the Equal Employment Opportunity Commission and the Office of Administrative Law.

With regard to the special education, as referenced above, we regularly provide counseling and services in all such matters, including participating in Individual Education Program ("IEP") meetings, child study team ("CST") trainings, student record review, resolution sessions, mediations and due process hearings before the Office of Administrative Law. We also counsel CST members on a regular basis regarding student-specific challenges and legal compliance with student programming.

With regard to school construction projects, we routinely draft, review, and negotiate contracts and bid specifications. Additionally, we work closely with all parties involved, including attorneys, staff, engineers and architects. When necessary, we resolve questions and issues involving finance options, federal and State grants, State regulations, environmental permitting, condemnation, contract and bid specifications, performance and payment bond defaults, and insurance contract interpretation. Accordingly, our firm is able to provide guidance at all stages of the process, including the initial evaluation of issues related to bid disputes, construction claims, and change orders. Throughout the

process we work closely with architects and construction managers with the goal of resolving any issues before formal dispute resolution and/or litigation proceedings become necessary.

C. Labor and Employment Practice

The Labor and Employment Law Group of Cleary Giacobbe Alfieri Jacobs, LLC is especially adept and experienced in handling a wide range of labor and management issues – issues which routinely present themselves to public entities. Specifically, the Firm prosecutes disciplinary actions, negotiates collective bargaining agreements, defends employment actions in Federal and State Courts, defends grievances filed against the public entity and participates in interest arbitration and unfair labor practice proceedings. The attorneys with Cleary Giacobbe Alfieri Jacobs, LLC have successfully appeared on behalf of their public clients before both the Federal and State Departments of Labor, the New Jersey Public Employment Relations Commission, the New Jersey Civil Service Commission, the Superior Court of New Jersey and the Federal District Court to successfully defend its clients against claims arising out of the Family and Medical Leave Act (“FMLA”), the Fair Labor Standards Act (“FLSA”), the New Jersey Family Leave Act (“NJFLA”), the New Jersey Law Against Discrimination (“NJLAD”), Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act (“ADEA”), the American with Disabilities Act (“ADA”) and the Occupational Safety and Health Act (“OSHA”). Further, the Firm provides legal guidance on matters involving the employer/employee relationship, including individual employment agreements, disciplinary matters, employee and personnel handbooks and requests for medical leave.

The Firm also specializes in providing its clients with risk avoidance services, including training seminars for administrators and employees in workplace harassment ethics, changes in federal health care requirements and compliance with the FMLA, the NJFLA and OPRA. Cleary Giacobbe Alfieri Jacobs, LLC regularly issues legislative alerts and articles when there are changes in laws and/or regulations of significant interest to its public clients.

As previously mentioned, the Firm counsels and advises clients on state and federal labor regulations and provides representation in matters such as:

- ADA – Americans with Disability Act
- EEOC Complaints
- Employment Contracts
- Employee Handbooks and Policies
- Employment Law
- Employment Practices and Policies
- FLSA – Fair Labor Standards Act
- FMLA – Family Medical Leave Act
- Grievance Arbitrations
- Labor Law
- Unfair Labor Practices

D. Litigation

The Litigation Practice Group at Cleary Giacobbe Alfieri Jacobs, LLC has built a strong reputation for providing proactive, zealous and cost effective representation. Publicly and privately held local and national companies, real estate developers, municipalities, boards of education, other public entities and entrepreneurs, as well as non-profit groups and individuals have all retained Cleary Giacobbe Alfieri

Jacobs, LLC to handle their litigation matters. In the public sector, we regularly represent public entities at all levels of government, such as wrongful discharge/retaliation, harassment/discrimination, Title 59 and cases brought under 42 U.S.C. 1983. We pursue litigation with tenacity and determination, while remaining result-oriented committed to and avoiding unnecessary legal proceedings and expense. The Firm's attorneys have substantial experience with alternative dispute resolution, achieving desired results for our clients through arbitration tribunals, case evaluations, mediations and negotiations. Always focused on limiting client exposure, our attorneys regularly consult with clients on the possible avoidance of disputes, devising litigation strategies carefully tailored to fit each client's need.

E. Real Estate Development Land Use, and Tax Appeals

Helping clients navigate local and state regulatory processes to achieve success is one of our top priorities. We have represented a broad range of clients in matters related to zoning, special use permits, and other land use matters. The collaborative approach we apply to each case insures that our clients achieve both their short and long-term goals.

Our attorneys are well versed in all aspects of the public and private real estate. The firm currently represents municipalities and public authorities in matters including zoning, redevelopment, land use, affordable housing, and tax appeals.

The Firm's commercial real estate attorneys have experience representing clients in matters involving:

- Commercial Real Estate Acquisitions and Sales
- Commercial Real Estate Contracts
- Commercial Real Estate Development
- Conditional Use Applications
- Easements and Restrictive Covenants
- Zoning Problems
- Landlord Tenant Matters
- Liens and Title Disputes
- Project Development
- Subdivisions

F. Workers Compensation Law

In matters of workers' compensation, Cleary Giacobbe Alfieri Jacobs, LLC has a long history of successfully defending governmental and private entities. Our attorneys maintain a proactive approach to provide high quality representation in a timely and cost-effective manner, and are fully committed to giving every claim the thorough attention it deserves. We understand how work-related legal issues can impact an employer, and we strive to ensure that our clients achieve the best possible protection of their rights under the Workers' Compensation program.

We work closely with our clients to design and implement procedures to reduce costs and mitigate future claims and liability. We defend our clients against work injury claims of all kinds in all workplace locations, from repetitive stress injuries to occupational hazardous substances exposure to loss of a limb on a building site.

Our workers' compensation attorneys assist employers in all workers' compensation claims arising out of a workplace accident, including a construction accident or industrial accident.

ATTORNEY BACKGROUNDS

The following provides the educational background and bar licensure of the attorneys with Cleary Giacobbe Alfieri Jacobs, LLC:

1. James J. Cleary, Principal Partner

Rutgers - The State University of New Jersey, 1964
Seton Hall University School of Law, 1968
Member of the New Jersey Bar

Mr. Cleary is a highly accomplished attorney with a wide range of expertise in the legal services required by County government. For over 15 years he currently serves as Special County Counsel for Monmouth County and has significant experience in municipal law, having served as the Municipal Attorney for the Borough of Matawan, Assistant Law Director for Old Bridge Township, and Special Counsel for the Borough of Keyport. Mr. Cleary is also well-versed in real estate and land use law, having previously acted as Planning Board Attorney for Millstone Township, Union Beach, and Upper Freehold Township. He is responsible for overseeing the litigation of a large number of Monmouth County municipalities in his capacity as the Fund Attorney for the Monmouth County Joint Insurance Fund (MCMJIF). Additionally, he has extensive experience working with utility authorities, having represented the Old Bridge Municipal Utilities Authority (OBMUA), the Western Monmouth Utilities Authority (WMUA), and the Manasquan River Regional Sewerage Authority (MRRSA).

2. Matthew J. Giacobbe, Principal Partner

Rutgers - The State University of New Jersey, 1989 magna cum laude
Seton Hall University School of Law, 1993 magna cum laude
Member of the New Jersey Bar; New York Bar; United States District Court, District of New Jersey

Matthew Giacobbe is an accomplished and highly experienced attorney who specializes in representing public and private sector management in all aspects of labor and employment law. He holds the position of general counsel or labor counsel for many school boards, municipalities, independent authorities, and other governmental entities throughout New Jersey. As part of an impressive track record of success, he has achieved a significant victory by successfully arguing before the Supreme Court of New Jersey in the case of *Loigman v. Middletown Township*, where the Court upheld that municipal attorneys are not policymakers under 42 USC §1983 and are, therefore, immune from liability for their actions during trial. Throughout his illustrious career, Matthew has demonstrated exceptional skill and knowledge in handling complex and intricate labor negotiations involving public and private sector employers, often securing concessions from unions in areas such as salary, insurance co-pays, and overtime. He regularly provides solution-oriented advice to clients on termination and employee discipline, employee rights and benefits, and other personnel matters. He has also amassed an impressive record of achievement in litigating claims involving employment discrimination, Fair Labor Standards Act (FLSA), Family and Medical Leave Act (FMLA), wrongful discharge, retaliation, wage and hour, whistleblower claims, and restrictive covenant litigation in federal and state courts, and before the Civil Service Commission (CSC), Public Employment Relations Commission (PERC), and National Labor Relations Board (NLRB).

Matthew is a respected authority and thought leader in the field of labor and employment law and has written numerous articles on the subject. He has lectured extensively for the New Jersey Institute for Continuing Legal Education, New Jersey School Boards Association, and New Jersey League of Municipalities. He is regularly recognized as a “New Jersey Super Lawyer” by Super Lawyers, a distinguished organization known for its rigorous selection process that chooses only the most accomplished attorneys, in the New Jersey monthly magazine. This distinction is a testament to his exceptional achievements, expertise, and reputation in the field of labor and employment law. Before joining private sector practice, Matthew served as a judicial law clerk for the Hon. Garrett Brown, U.S.D.J. in the United States District Court for the District of New Jersey.

3. Salvatore Alfieri, Principal Partner

Rutgers - The State University of New Jersey, 1976

Brooklyn Law School, 1983

Member of the New Jersey Bar; New York Bar

Salvatore Alfieri is a founding Partner of Cleary Giacobbe Alfieri Jacobs, and heads the Real Property division of the firm. His versatile practice is in the areas of planning and zoning, residential and commercial real estate, banking, chancery and real property litigation, tax appeals, municipal law, guardianships and commercial foreclosure. In addition to his extensive practice Sal currently serves as Special counsel for Tax Appeals for the Borough of Fair Haven. He is also Special Counsel for tax appeals for the Townships of Lakewood, Howell, Marlboro, Beach Haven and Sea Bright. Sal previously served as attorney for the Monmouth County Police Chief’s Association as well as General Counsel and Land Use Attorney for various municipalities. Sal has successfully tried many cases before the Tax Court of the State of New Jersey and has served as guest speaker for the Monmouth County Assessor’s Association. He has endeavored to support the community for many years by serving as a Trustee of the Community YMCA – Arrowhead Branch and Monmouth County Boy Scouts. He formerly served on the Foundation Board of Kimball Medical Center and Foundation Board of Collier School. He also sits on the Board of First Commerce Bank headquartered in Lakewood, New Jersey.

4. Mitchell B. Jacobs, Principal Partner

Northeastern University, 1983

Nova Southeastern School of Law, 1986

Member of the New Jersey Bar; New York Bar

Mitchell Jacobs, serves as co-managing partner of Cleary Giacobbe Alfieri Jacobs, where manages much of the firm’s litigation, particularly in the areas of employment litigation, commercial litigation, personal injury, real estate litigation and probate litigation. He represents clients and insurance carriers, including the Monmouth County Joint Insurance Fund (MCMJIF), the Garden State Joint Insurance Fund (GSJIF), the Bergen County Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund. Mitch focuses his practice in the areas of employment-related lawsuits, including discrimination, harassment, hostile work environment, wage and hour violations, and wrongful discharge in federal and state courts. He also represents private entities, including closely held businesses, financial institutions and other private employers with their employment needs. He is also a frequent lecturer and author of articles on the Health Care Reform Act and its impact on employers.

5. John A. Napolitano, Partner

Villanova University, 1982

St. John's University School of Law, 1985

Member of the New Jersey Bar; New York Bar; United States District Court, District of New Jersey

John Napolitano practices in the areas of governmental entity, environmental and construction law. He has over twenty years of experience representing wastewater authorities. He currently serves as general counsel to the Pequannock Lincoln Park Fairfield Sewerage Authority (TBSA), the North Bergen Municipal Utilities Authority (NBMUA), the Secaucus Municipal Utilities Authority (SMUA), and the Bayshore Regional Sewerage Authority (BRSA). John serves as general counsel to the New Jersey Water Environment Association (NJWEA). He served as a member of the board of the Association of Environmental Authorities and currently serves as its general counsel. He serves as special counsel to the Borough of Oakland on sewerage related matters. He also serves as counsel to the Hudson Regional Health Commission (HRHC) and general counsel to the County of Morris. John previously worked with the engineering firm of STV/Seelye Stevenson Value and Knecht and was a Professional Engineer licensed in New York. John also speaks regularly on various aspects of the laws affecting authorities.

6. Gregory J. Franklin, Partner

Rutgers - The State University of New Jersey, 1980

Thurgood Marshall School of Law, 1983

Member of the New Jersey Bar; United States District Court, District of New Jersey

Gregory Franklin is an attorney who specializes in representing public employers in the areas of labor, employment, and education. He has extensive experience in contract negotiations, grievance and interest arbitration, and representing clients before various state and federal labor agencies. With over two decades of experience as an attorney and Labor Relations Officer with the City of Newark, he brings valuable insights to management officials on contractual analysis, employee disputes, and policy development. He has also served as a Mediator for the Public Employment Relations Commission for seven years, which provided him with a wealth of experience in mediating hundreds of public sector contractual impasses involving employers and unions representing police, fire, education, municipal, county, housing and utility authority employees throughout the State of New Jersey. This experience has given him a unique perspective on labor negotiations and dispute resolution that has been beneficial to his clients.

7. Brian M. Chewcaskie, Partner

Fordham University - College of Business Administration, 1981 cum laude

Seton Hall University School of Law, 1984 cum laude

Member of the New Jersey Bar

Brian Chewcaskie is a skilled attorney that specializes in municipal law, land use/development and zoning, corporate and commercial transactions, and banking and real estate. He previously served as managing partner of Gittleman, Muhlstock & Chewcaskie, LLP, a multi-disciplined law firm located in Fort Lee, New Jersey. He currently acts as counsel or special counsel to several municipalities, including Englewood Cliffs, Fort Lee, Guttenberg, Hackensack, Leonia, Mahwah, North Bergen, Oakland, River Edge, Saddle Brook, South Hackensack, Union City, Wanaque, Wayne, West New York, and Woodridge.

In addition, he represents a number of large corporate clients and private land development clients. Brian has also held leadership positions in various organizations, including Chairman of the Northwest Bergen County Utilities Authority (NBCUA) and Commissioner of the NBCUA from 2005 to 2018, member of the District II Ethics Committee (District IIB – Bergen County) from 1996 – 2000, and board member of the New Jersey State Bar Association Land Use Law Section from 2017-2022, and the 200 Club of Bergen County.

8. Richard A. Gantner, Partner

Rutgers - The State University of New Jersey, 1989

Seton Hall Law School, 1993

Member of New Jersey Bar; New York Bar; Pennsylvania Bar; United States District Court, District of New Jersey; New York and U.S. Court of Appeals, Third Circuit; District of Columbia; U.S. District Court, Eastern District of Pennsylvania

Richard Gantner is a highly skilled attorney who specializes in employment law, representing both plaintiffs and management, and in representing claimants in cases of medical malpractice, personal injury, automobile accidents, and workers' compensation. He is certified by the Supreme Court of New Jersey as a Civil Trial Attorney, and has been recognized as a New Jersey Super Lawyer from 2005 to 2007 and from 2010 to the present. He has also served as a Municipal Court Judge, and is a former member of the Supreme Court Committee on Municipal Court Practice and the District XIII Ethics Committee. Richard has a wealth of legal experience, having been an Editor of the Seton Hall University Law Review, law clerk to Honorable G. Donald Haneke, U.S. Magistrate Judge, and an author of several publications on legal topics. He is also the recipient of many awards and recognition, including the AV Preeminent Peer Rating from Martindale-Hubbell and the 2022 Special Edition Judicial Award.

9. Joseph DeMarco, Partner

Boston College, 1989

Fordham University School of Law, 1994

Member of the New Jersey Bar

Joseph DeMarco is an attorney who specializes in land use issues, representing both municipal governments as redevelopment counsel and private clients in negotiations with public entities. He has extensive experience in the field of land use, redevelopment, and zoning, having served for four years as the Business Administrator to the City of Bayonne and three years as Business Administrator and Assistant Town Attorney of West New York. In these roles, he was responsible for the day-to-day operations of the cities, including negotiating and drafting redevelopment and financial agreements, supervising updates to master plans, directing zoning and planning departments, and developing long-term redevelopment strategies. Furthermore, Joseph has experience in Dispute Resolution as a Professional for Forthright Solutions, where he resolved personal injury protection (PIP) claims filed on behalf of medical providers and individuals. He also practiced insurance coverage and defense litigation with Cleary Giacobbe Alfieri Jacobs as an associate from 1994 to 2001.

10. Sean T. Kean, Partner

Seton Hall University, 1988
Columbia University, Masters in American Studies, 1992
Seton Hall University School of Law, 1996
Member of the New Jersey Bar

Sean Kean is a versatile attorney who specializes in municipal law, employment law, workers' compensation, and municipal prosecution. He also serves as general counsel to the Lakewood Development Corporation (LDC) and Lakewood Industrial Commission (LIC), and is currently the Township Attorney for Wall Township in Monmouth County. Sean has also had a successful career in politics. He was elected to the New Jersey General Assembly in 2002, representing the 11th Legislative District, which was comprised of 25 coastal communities in Monmouth County where He was re-elected in 2003 and 2005. In 2007 he was elected to the New Jersey State Senate, where he served a four-year term. After legislative redistricting in 2011, he was elected to represent the residents of Monmouth and Ocean Counties in the newly configured 30th Legislative District as a Member of the General Assembly. He has served in the 30th Legislative District since 2012. Sean is also a member of the Monmouth County Bar Association Local Government Law Committee.

11. Nylema Nabbie, Partner

Seton Hall University, 1992 cum laude
Seton Hall University School of Law, 1996
Member of the New Jersey Bar; New York Bar

Nylema Nabbie has substantial land use experience and counsels private and municipal clients. She is counsel to land use boards, including the Hillsdale Planning Board, Hoboken Zoning Board of Adjustment, Special Counsel to the Hoboken Planning Board, and West New York Board of Adjustment. She also serves as co-counsel to the North Bergen Planning Board previously served as co-counsel to the River Edge Municipal Land Use Board.

Prior to joining Cleary Giacobbe Alfieri Jacobs, Nylema worked as an attorney at Gittleman, Muhlstock & Chewcaskie, LLP. She has also represented corporate and private clients on land use matters throughout the State, as well as the County and State. She also represents municipal clients and is special counsel to local municipalities. In addition, she has a background and experience in complex commercial real estate transactions and complex commercial litigation before the Superior Court and Appellate Division. Nylema has represented local financial institutions and private individuals on commercial, construction and residential loan transactions. As part of her practice, she is responsible for the preparation of public offering statements and registration of multi-family projects with the Department of Community Affairs. Nylema has achieved a significant victory by successfully arguing in New Jersey Tax Court, the decision Jaguar Land Rover North America v. Director, Division of Taxation and The Township of Mahwah.

Nylema has served as Hillsdale Planning Board attorney from February 2014 to the present. She has served as co-counsel to the North Bergen Planning Board from 2009 to present, West New York Zoning Board of Adjustment Attorney from November 2017 to present, co-counsel to Closter Zoning Board of Adjustment from 1996 to 1999, member of the Teaneck Planning Board from approximately 1999 to 2004, and Chairperson of the Teaneck Planning Board from approximately 2001 to 2004. Nylema served as Director of the New Jersey State Bar Association, Land Use Section – 2009 to 2016. She is also a member of the Supreme Court Committee on Tax.

12. Anthony P. Seijas, Partner

Monmouth University, 1994

Rutgers School of Law - Camden, 1997

Member of the New Jersey Bar; United States District Court, District of New Jersey; Supreme Court of the United States; U.S. Court of Appeals, Third Circuit; Certified R. 1:40 Mediator

Anthony Seijas is an experienced attorney who specializes in complex employment, constitutional, and commercial litigation. He represents a wide range of clients, including real estate developers, manufacturers, retailers, professional groups, and municipalities. He regularly appears in state and federal courts in New Jersey and handles appellate matters. Anthony's practice includes defending public and private employers from employment claims such as discrimination and "whistleblower" claims, as well as representing commercial entities in contract negotiations, business disputes, and intellectual property matters. Anthony has successfully handled cases under the Religious Land Use and Institutionalized Persons Act (RLUIPA) and the Americans with Disabilities Act (ADA), and has experience with constitutional claims such as excessive force, wrongful arrest, and takings. He has tried numerous cases to conclusion and has argued before the New Jersey Appellate Division and the Third Circuit Court of Appeals. Additionally, he is a certified mediator and has served as an arbitrator in private binding arbitrations.

13. Lani M. Lombardi, Partner

Rutgers University, Rutgers College 1994

Villanova University School of Law, 1998

Member of the New Jersey Bar; United States District Court, District of New Jersey; U.S. Virgin Islands

Lani Lombardi focuses her practice on real estate tax appeal litigation on behalf of various municipalities; municipal court defense; and land use prerogative writ litigation. Throughout her professional career, Lani has represented various governmental clients in public entity litigation including Monmouth County, as well as planning boards, zoning boards and public utility authorities. She has also provided competent and advantageous representation to both individual and corporate clients in both New Jersey State and appellate courts in civil/commercial litigation, estate administration and guardianship action, landlord-tenant matters, and real estate matters. Lani also has extensive New Jersey Municipal Court experience, having served as Municipal Prosecutor in Hazlet Township and Matawan Borough; Conflict Municipal Prosecutor in Brick Township; Associate Municipal Prosecutor in East Brunswick Township; Conflict Public Defender in Brick Township; and Associate Public Defender in Matawan Borough and Howell Township. Lani is a member of the American Bar Association, New Jersey State Bar Association, Ocean County Bar Association, and the Virgin Islands Bar Association. She is a Trustee of the New Jersey Institute of Local Government Attorneys and a Committee Member of the Monmouth County Bar Association.

14. Bruce W. Padula, Partner

Villanova University, 1996

Seton Hall University School of Law, 1999

Member of the New Jersey Bar; Connecticut Bar; United States District Court, District of New Jersey; and Supreme Court of the United States

Bruce Padula centers his on statewide representation of public entities such as municipalities, boards of education, and other commissions and authorities. He also represents management in labor and employment law, providing clients with advice on day-to-day issues like Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), the Fair Labor Standards Act (FLSA), Title VII, the Americans with Disabilities Act (ADA), and the New Jersey Law Against Discrimination (LAD). Bruce has experience in sexual harassment cases, whistleblower claims, wrongful discharge, wage and hour disputes, restrictive covenants, and unfair practice charges before the National Labor Relations Board (NLRB) and the Public Employment Relations Commissions (PERC). In addition to negotiating collective bargaining agreements, Bruce advises clients on public law and education law, including providing representation to school boards, charter schools, and other public entities on collective bargaining, grievance arbitrations, seniority, hiring, compensation, and disciplinary issues. He also offers expertise on campaign finance laws and pay-to-play restrictions, and has appeared in state and federal courts on election law matters. Previously, Bruce served as a judicial law clerk to Judge Bernard F. Conway, J.S.C. He has also volunteered as a Trustee/Director of organizations such as the Hoboken-North Hudson YMCA, Fair Haven Board of Education, and Monmouth County Bar Association. He has taught as an adjunct lecturer at St. Peter's University and is a regular speaker on school and labor law topics at conventions, associations, and groups statewide.

15. Ruby Kumar-Thompson, Partner

Syracuse University, 1994

Emory University School of Law, 1999

Member of New Jersey Bar; United States District for the District of New Jersey; Third Circuit Court of Appeals

Ruby Kumar-Thompson is an experienced attorney who excels in labor and employment law as a partner in the litigation practice group at Cleary Giacobbe Alfieri Jacobs. Throughout her legal career, she has devoted herself to representing public entities, particularly municipalities and school districts located in New Jersey. Ruby is a highly active member of the legal community, currently serving as a member of the New Jersey Bar Association's Labor and Employment Law Section and the Bergen County Women Lawyers Association. She is also a speaker in her field, having spoken at the New Jersey State Bar Association's "Rising Tide of Sexual Harassment" seminar in 2018, and the ICLE-sponsored "Dynamics of an Employment Mediation" seminar in 2017. She also served as Alternate Prosecutor for Cresskill Borough Municipal Court in 2014, and was a judge for the Bergen County Mock Trial Competition from 2008-2011 and 2013. Additionally, she gained valuable experience as an intern for the Honorable Judge Joseph P. Mecca, J.S.C in 2007. Ruby has a notable record of success in briefing and arguing cases, including: Hilsenrath v. School District of the Chathams, 500 F.Supp.3d 272 (D.N.J. 2020), vacated and remanded (for reconsideration in light of Kennedy v. Bremerton Sch. Dist., 142 S.Ct. 2407 (June 27, 2022), No. 20-3474 (3d Cir. July 20, 2022)); Pagan v. Rivera, Docket No. A 3096-19, 2021 WL 1166046 (App. Div. March 29, 2021); Mary Borrello, et al. v. City of Elizabeth Board of Education, Docket No. A-3151-14T4 (App. Div., August 16, 2016); NAACP v. North Regional Fire & Rescue, 665 F.3d 464

(D.N.J. 2011), *aff'd*, 665 F.3d 464 (3d Cir. 2011), cert. den. 567 U.S. 906 (June 11, 2012); Bustamante v. Borough of Paramus, et al., 413 N.J. Super. 276 (App. Div. 2010); Groslinger v. Township of Wyckoff, Docket No. A-5861-07T2, certif. denied, 201 N.J. 497 (2010); Whesper v. Police Officer Tulli, et al., Docket No. A-2913-06T2, certif. denied, 195 N.J. 520 (2009). This list of notable cases showcases her skills as a litigator and her ability to achieve successful outcomes for her clients.

16. Steven W. Kleinman, Partner

Wake Forest University, 1996, cum laude

Seton Hall University School of Law, 2002, cum laude

Member of the New Jersey Bar; New York Bar; U.S. District Court for the District of New Jersey; Third Circuit Court of Appeals

Steven Kleinman is a highly experienced attorney who specializes in both public and private sector labor and employment law, municipal and public entity law, and election and campaign finance law. From 2010 through 2017, he served as an in-house Special Counsel and acting County Counsel for Monmouth County, where he was chiefly responsible for handling labor and employment matters involving the County's 3,000+ employees and more than 25 negotiations units. From April 2007 through December of 2009, he was the City of Hoboken's Corporation Counsel, and in that capacity argued and won a precedent-setting open public records case before the New Jersey Supreme Court, Mason v. Hoboken, 196 N.J. 51 (2008). He started his career in private practice at a large Bergen County law firm from 2002 through 2007. Steven represents clients before federal and state trial and appellate courts, the Office of Administrative Law (OAL), the New Jersey Civil Service Commission (NJCSC), the Public Employment Relations Commission (PERC), the Election Law Enforcement Commission (ELEC), and the National Labor Relations Board (NLRB). Steven is a cum laude graduate of Wake Forest University and a cum laude graduate of Seton Hall University School of Law, where he was a member of the Seton Hall Law Review. Steven writes and speaks regularly on matters relating to his areas of legal expertise and has been a Trustee to the New Jersey Institute of Local Government Attorneys (NJILGA) since 2007.

17. Joseph A. Garcia, Partner

College of the Holy Cross, 2000

Columbia University School of Law, 2003

Member of the New Jersey Bar; New York Bar

Joseph Garcia practices in all areas of civil litigation, with a special focus on governmental, labor and employment, school, land use and election law. He represents individuals, municipalities, counties, authorities, and boards in a variety of litigation and compliance matters. His experience in representing government entities includes redevelopment issues, personnel issues, government contracting, third-party liability claims under the New Jersey Tort Claims Act, regulatory enforcement litigation, and administrative law matters. He also specializes in labor and employment matters involving topics such as collective bargaining, sexual harassment, racial discrimination, political discrimination, disability claims, whistle blowing, family-leave issues and non-competition/restrictive covenants.

Joseph currently serves as General Counsel to the Bergen County Improvement Authority (BCIA), the Jersey City Housing Authority (JCHA), the Hoboken South Waterfront Operating and Maintenance Corporation. He also serves as counsel to the Linden Board of Education, the Lodi Board of Education and the Montague Board of Education. He serves as labor counsel to numerous public entities, and special

election counsel to several municipalities and clerks' offices. He represents the Parsippany Planning Board, and has significant experience representing both public and private clients on zoning matters. He also focuses on general commercial litigation with a special emphasis on labor and employment law, real estate and land issues, and government and regulatory matters. While working in Manhattan, Joseph drafted and negotiated collective bargaining agreements; represented a professional sports league in collective bargaining negotiations and various professional sports leagues and teams in arbitration disputes; and guided clients through government investigations and regulatory reviews conducted by the United States Department of Justice, the Securities and Exchange Commission, the Federal Trade Commission, the Commission on Foreign Investment in the United States, and the attorney general offices in several states. Joseph earned his Juris Doctorate degree in 2003 from the Columbia University School of Law, where his academic achievement earned him distinction as a Harlan Fiske Stone Scholar. In addition to his active practice, Joseph served as a Councilman, and as a member of the Planning Board, in the Borough of Paramus for several years.

18. Adam S. Abramson-Schneider, Partner

University of Arizona, 2001

Oklahoma City School of Law, 2004

Member of the New Jersey Bar; New York Bar; United States District Court, District of New Jersey

Adam Abramson specializes in representing public and private sector employers in labor and employment matters. He provides support on a wide range of employee-related issues including employment policies, discrimination, terminations, compliance with the Family and Medical Leave Act (FMLA), collective bargaining, and grievance negotiations. Adam's experience includes handling all aspects of complex employment litigation, including drafting complaints, conducting discovery, taking and defending depositions, and arguing dispositive motions and settlements. He also has experience preparing and structuring employment agreements, severance agreements, settlement agreements, last chance agreements, and non-compete agreements. Adam provides counseling to employers on issues of wage and hour, personnel policies, layoffs, disability, FMLA, Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), and pensions/benefits. He also conducts investigations related to discrimination and harassment and develops and drafts employment policies and handbooks on various topics such as (FMLA), drugs and alcohol, and harassment policies. Adam experience also includes representing municipal employers before the New Jersey Public Employer Relations Commission in relation to unfair labor practices, exploratory conferences, mediations, and arbitrations. He also handles all Equal Employment Opportunity Commission (EEOC) violations, including investigations, position statements, mediations and settlements.

19. Joseph A. Lagana, Partner

Fordham University, 2000

Western Michigan University - Thomas M. Cooley Law School, 2004 cum laude

Member of the New Jersey Bar; New York Bar; United States District Court, District of New Jersey

Joseph Lagana practices in the areas of civil litigation, healthcare, PIP arbitration and land use/redevelopment. In addition to his active practice, Joseph serves as a New Jersey State Senator for the 38th legislative district. He is a member of the Senate Judiciary Committee and Vice-Chair of the Senate's Labor Committee. Prior to joining the Senate, Joseph represented the 38th legislative district in the New

Jersey State Assembly, where he served on the Assembly Financial Institutions and Insurance, Judiciary, and Appropriations committees. He also served his community as Council President in the Borough of Paramus, sitting as Chairman of the Budget Committee and Labor Negotiations. Joseph has been named a “New Jersey Super Lawyer Rising Star” by Law & Politics and “New Leader of the Bar” published by New Jersey Monthly Magazine. Prior to joining Cleary Giacobbe Alfieri Jacobs, Joseph represented clients in general litigation, insurance defense and land use/redevelopment. He served as a judicial law clerk to Hon. John A. Conte, Superior Court, Criminal Division, Bergen County Vicinage.

20. Gina L. Anton, Partner

Seton Hall University, 1999

Quinnipiac University School of Law, 2006

W. Paul Stillman School of Business, Sports Management

Member of the New Jersey Bar; United State District Court, District of New Jersey

Gina Anton is a partner in the labor and employment group at Cleary Giacobbe Alfieri Jacobs. As an experienced attorney and labor relations specialist, she delivers practical legal solutions to clients to ensure compliance and improve the overall dynamic of the workplace. Gina specializes in conducting objective workplace investigations to evaluate and analyze employee complaints of harassment, discrimination, hostile work environment and retaliation, in order to identify and remediate unlawful practices. She also uses the information obtained during these investigations to provide employers with practical managerial, staffing and workforce recommendations. She also provides effective counseling in a wide variety of employment and labor law matters such as wage and hour law, collective bargaining, employment practices and policies, employee discipline, and grievance resolution, all with a focus on mitigating risk. Additionally, she drafts employment-related documents such as employee handbooks, policy manuals, settlement agreements, employment contracts, and severance agreements. In addition to her work at Cleary Giacobbe Alfieri Jacobs, Gina also teaches Business Communications and Sports Ethics as an adjunct lecturer at Caldwell University. She also served as the Manager of Labor Relations for the County of Morris. Gina is a member of the American Bar Association where she previously served as Vice-Chair of the Public Contracts Law Committee (YLD), Vice-Chair of the Entertainment and Sports Law Forum (YLD) and was selected as a Young Lawyers’ Division Fellow for the Labor and Employment, State and Local Government Bargaining Committee.

21. Jodi S. Howlett, Partner

Green Mountain College, 2002

Vermont Law School, 2007

Member of the New Jersey Bar; United States District Court, District of New Jersey

Jodi Howlett concentrates her practice on all aspects of school board representation, including general legal matters, labor and employment, and special education. In addition to providing guidance on daily legal matters, such as board of education meetings, harassment, intimidation and bullying complaints, student discipline, and the development/review of school board policies, she regularly attends meetings on behalf of district Child Study Teams, including eligibility, evaluation, and Individualized Education Program (IEP) meetings. In her special education practice, she has successfully defended clients in complex special education litigation in the Office of Administrative Law and appeals to the U.S. District Court. Jodi uses her extensive experience to conduct lectures and seminars for school administrators in

the areas of special education and student discipline. In addition, Jodi supervises the New Jersey Employment Practices Hotline Attorney program on behalf of the New Jersey Schools Insurance Group, which provides guidance to dozens of school boards on issues of tenure and seniority, school employee discipline and removal, Family and Medical Leave Act (FMLA), New Jersey Family Leave Act (NJFLA), New Jersey Law Against Discrimination (LAD), and the Americans with Disabilities Act (ADA). Prior to joining Cleary Giacobbe Alfieri Jacobs, she served as judicial law clerk to the Hon. Michael A. MacDonald of the Superior Court of Alaska.

22. Frances L. Febres, Partner

Ramapo College of New Jersey, 2007

CUNY School of Law, 2012

Member of the New Jersey Bar; New York Bar; United States District Court, District of New Jersey; United States Court of Appeals, Third Circuit.

Frances Febres practices in all areas of public education law, including, but not limited to, special education, labor and employment, and school governance. As part of her practice, she counsels school administrators on day-to-day student, employee and district matters to ensure legal compliance; reviews school board policies, regulations and employee handbooks; reviews administrator contracts; assesses employee benefit entitlements; drafts shared services agreements; advises as to administrative reorganizations and reductions in force (RIF); assesses tenure and seniority rights; assists with student residency removal proceedings; assists administrators with drafting letters regarding employee and student discipline; and conducts workplace investigations, among other services. Additionally, she attends school board meetings and guides school boards with respect to School Ethics Act and Open Public Meetings Act (OPMA) requirements. She also assists school boards with conducting, for example, Donaldson, Harassment, Intimidation, or Bullying (HIB), student residency and student discipline hearings in executive session.

To further assist school boards, administrators and employees, she conducts administrator and employee trainings concerning teacher evaluation requirements, student records and privacy laws, (HIB) requirements and legal updates, special education law and procedures, and anti-harassment and anti-discrimination laws. When needed, she will conduct workplace investigations to determine whether there has been a violation of Board Policy or law, such as when an employee makes a complaint of workplace harassment. As part of her practice, Frances regularly appears before the Office of Administrative Law, and also appears before the United States District Court, New Jersey Appellate Division, New Jersey Superior Courts, Municipal Courts, the Division on Civil Rights and the Public Employer Relations Commission. Prior to joining the Cleary Giacobbe Alfieri Jacobs, Frances had developed diverse experience with administrative agencies and state courts. Specifically, she interned with Justices in the New York Appellate Division and civil trial court. She also interned for a New York City child welfare agency and appeared before the New York Family Court. In 2022, Frances was selected a Rising Star in Schools & Education Law.

23. Micci J. Weiss, Partner

Rutgers – The State University of New Jersey, 2002

Seton Hall School of Law, 2005

Member of the New Jersey Bar; New York Bar; Florida Bar; U.S. District Court for the District of New Jersey; U.S. District Court – Southern District of New York; U.S. District Court – Eastern District of

New York; U.S. District Court – Colorado; U.S. District Court – Northern District of Illinois; U.S. Court of Appeals – 9th Circuit

Micci Weiss focuses his practices in the areas of Labor and Employment Law and School Law. Mr. Weiss also handles business and real estate litigation matters, including breach of contract, shareholder disputes and real estate commission disputes. He was part of successful trial team in corporate dissolution matter and has successfully settled several multi-million-dollar litigation matters through mediation. Mr. Weiss has also appeared before various planning and zoning boards throughout New Jersey and New York. Prior to joining the firm, Micci was extensively involved in the representation of developers and business requiring federal, state, and/or local governmental approvals including obtaining site plan, subdivision and variance approvals for commercial, industrial and residential projects.

24. Jessica V. Henry, Partner

New York University, 1992 magna cum laude

New York University School of Law, New York, 1995

Member of the New Jersey Bar; New York Bar; United States District Court, District of New Jersey; United States Court of Appeal for the Third Circuit Court

Jessica Henry practices in the areas of litigation and appeals before the State and Federal Courts of New Jersey including matters involving land use, constitutional challenges, business torts, contractual disputes, and employment litigation on behalf of private and public entities.

25. Ronald F. Kavanagh, Partner

The College of New Jersey, 1998 cum laude

Rutgers University School of Law – Newark, 2008

Member of the New Jersey Bar; New York Bar; United States District Court, District of New Jersey

Ron Kavanagh is an experienced attorney who specializes in labor and employment law, local government law, and contracting law for both public and private sectors. He currently serves as Assistant Counsel to the City of Summit, and represents various government entities in internal governance and compliance issues. Prior to joining Cleary Giacobbe Alfieri Jacobs, Ron clerked for the Robert J. Brennan J.S.C. in the Superior Court of New Jersey, Morris/Sussex Vicinage. He is a graduate of the College of New Jersey and a law degree from Rutgers Law School, where he was awarded the Morris Gann Prize in Evidence.

26. Mark Wenczel, Partner

Hartwick College, 1986 cum laude

Seton Hall School of Law, 1992

Member of the New Jersey Bar; U.S. District Court District of New Jersey; U.S. Court of Appeals 3rd Circuit

Mark Wenczel is a partner at Cleary Giacobbe Alfieri Jacobs, where he specializes in education, labor and employment, and local government law. He offers solution-oriented legal counsel to local municipalities and school boards across New Jersey, helping them navigate the complex laws that govern their operations, including Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act, Americans with Disabilities Act (ADA), New Jersey Law Against Discrimination Act

(LAD), New Jersey School Ethics Act, TEACHNJ, Public School Contracts Law, Open Public Records Act (OPRA), and the Open Public Meetings Act (OPLA). With a broad and deep background in education, employment, commercial, and construction law, Mark has a wealth of experience both in providing advice and representing clients. He has been attended numerous Individualized Education Program (IEP) meetings and mediation sessions on behalf of clients. He has tried a number of cases before the Office of Administrative Law (OAL) and the Superior Court of New Jersey, as well as the United States District Court, Bankruptcy Court, Third Circuit Court of Appeals, and Appellate Division of the Superior Court of New Jersey. He has also served as an approved mediator for the Superior Court of New Jersey. In 2022, Mark presented on "Establishment Clause & Schools: Then and Now" for the School Law Forum of the New Jersey School Boards Association (NJSBA).

27. Mary Anne (McConeghy) Groh, Partner

University of Richmond, 1986 cum laude

Seton Hall School of Law, 1993 cum laude

Member of the New Jersey Bar; United States District Court, District of New Jersey

Qualified Purchasing Agent, State of New Jersey

Mary Anne (McConeghy) Groh has significant experience in defending public entities against claims under Title 59, Section 1983, Section 1981, Title VII, New Jersey Law Against Discrimination (NJLAD), Conscientious Employee Protection Act (CEPA), Municipal Land Use Law (MLUL) and Local Public Contracts Law (LPCL). In addition, she has significant experience handling complex litigation involving commercial disputes, private employment matters, and contested probate matters. Mary Anne's employment law experience involves not only experience as a litigator, but also experience in management. She served as the Business Administrator in the Township of Washington in Bergen County, New Jersey for two and a half years and prior thereto as Vice President and In-House Counsel for Premier Specialties, Inc. for seven years.

In addition, Mary Anne served as a Councilwoman in the Borough of Haworth for two terms before she decided to not seek re-election at the end of 2015. During her tenure, she was Council President in two of her six years, negotiated two Police Benevolent Association (PBA) agreements, and served as the Council Liaison to the Haworth Public School and Northern Valley Regional High School. From January 2016 through July 2018, while serving as Business Administrator for the Township of Washington, she also served as Public Agency Compliance Officer and Acting Qualified Purchasing Agent. In addition to the day-to-day management of the Township under the Faulkner Act, she prepared budgets, resolutions, ordinances, bid specifications, and requests for proposals; developed personnel policies and procedures; evaluated claims for terminal leave and Family and Medical Act (FMLA); and negotiated a collective bargaining agreement. She has a thorough working knowledge of the LPCL, LBL and Prompt Payment Law. Mary Anne served as Law Clerk to the Honorable Kevin M. O'Halloran, Presiding Judge of the Chancery Division, General Equity and Probate parts from 1993 to 1994. During that time, she became a Certified Mediator. Prior to attending law school, Mary Anne was a Certified Public Accountant and worked as an auditor with KPMG out of its Short Hills office.

28. Dante M. Alfieri, Partner

Ramapo College of New Jersey, 2009
Widener University School of Law, 2012
Member of New Jersey Bar

Dante Alfieri is a skilled attorney who concentrates his practice in the areas of residential and commercial real estate transactions, land use, planning and zoning law and real estate tax appeal matters. He regularly represents individuals, developers, investors and landowners in the sale and acquisition of residential and commercial real estate. Additionally, Dante has represented both private and public clients before dozens of municipalities, planning board, zoning boards of adjustment and authorities throughout New Jersey. He also has experience representing both private and public clients with property taxation appeals before County Boards and the Tax Court of New Jersey.

29. Daniel R. Lagana, Partner

Fordham University, 2004
Western Michigan University – Thomas M. Cooley Law School, J.D., 2008
Member of the New Jersey Bar; United States District Court, District of New Jersey

Daniel Lagana is an attorney who specializes in representing municipal boards and private development clients in the areas of municipal law and land use development. He currently represents several municipalities, including the Borough of Paramus, Township of Wayne Board of Adjustment, Township of Lyndhurst Board of Adjustment and Franklin Township Board of Adjustment. Daniel has previously served as counsel to the Borough of Paramus Board of Adjustment and Planning Board. He also has experience in the areas of insurance and civil litigation and represents clients in personal injury protection (PIP) arbitration. He was recognized as a 2019 Rising Star by Super Lawyers for his work in insurance defense and has lectured for the New Jersey Institute for Continuing Legal Education on issues involving pharmaceutical claims and claims involving the interplay between the Automobile Cost Reduction Act (AICRE) and Medicare. Daniel is an active member of the Bergen County Bar Association, where he served as President of the Young Lawyers' Division from 2014-2015 and as Trustee from 2015-2016. He also serves as a County Committee Member for the Bergen County Democratic Party and has volunteered as a member of the Borough of Paramus Board of Adjustment, where he served as Vice-Chairman until April 2018.

30. Cameron R. Morgan, Partner

University of Richmond, 2005 cum laude
Rutgers Law School – Camden, 2008 cum laude
Member of the New Jersey Bar; Pennsylvania Bar; United States District Court, District of New Jersey;
Third Circuit Court of Appeals; United States Supreme Court.

Cameron Morgan serves the public-school districts of the State of New Jersey in the specialized area of school law, representing boards of education in all aspects of their legal needs, with a focus on general counsel services, civil litigation, special education, administrative law, collective negotiations, labor and employment, and appellate practice. He has served as Board Solicitor to dozens of school districts, guiding district administrators through the diverse range of issues affecting the public schools, from personnel matters, tenure cases, and the range of issues that frequently arise at public board meetings, to

student disciplinary matters, residency disputes, and homelessness issues, to complex matters involving the budgetary process or First Amendment rights. Cameron's practice also focuses heavily on counseling school districts in the complex area of special education. He has served as Special Education Counsel to dozens of school districts and has handled hundreds of special education matters, including due process hearings and grievance complaint investigations, involving children with a wide variety of special needs. In addition, Cameron routinely represents boards of education in collective negotiations and labor/employment disputes. He has appeared before the Public Employment Relations Commission (PERC) on behalf of school boards in a variety of matters, including unfair labor practice charges and scope of negotiations issues. Cameron is a frequent lecturer and presenter for regional, statewide, county-wide, and local organizations involved in New Jersey school law and special education. He routinely speaks to school district administrators on behalf of the New Jersey School Boards Association (NJSBA), New Jersey Association of School Administrators (NJASA) and the New Jersey Association of School Business Officials (NJASBO) on a wide variety of topics relevant to the administration of public schools. Cameron also frequently provides in-service training to teachers, administrators, and child study team members, as well as training to local boards of education in board member ethics and various other areas.

31. John M. Tuntevski, Partner

Rutgers - The State University of New Jersey, 2003 cum laude

Seton Hall University School of Law, 2006

Member of the New Jersey Bar; New York Bar; United States District Court for the District of New Jersey

A civil litigator, John Tuntevski focuses his practice on general liability arising out of premises liability, negligent security, defective products, and automobile negligence, as well as contractual and insurance coverage disputes. He has successfully defended numerous personal injury cases and property damage claims at the trial level before New Jersey, New York, and Federal District Courts. He has also argued successfully for both appellants and respondents in the New Jersey Appellate Division and appears regularly before the Forthright Arbitration Forum to arbitrate personal injury protection (PIP) matters. John served as a law clerk to Hon. Dennis F. Carrey III, Superior Court, Civil Division, Essex County Vicinage, and as a judicial intern to Hon. Dennis M. Cavanaugh, United States District Court, New Jersey. Prior to joining the Cleary Giacobbe Alfieri Jacobs, he was a partner with a prominent New Jersey firm and then the Director of Claims and Litigation at a fast-growing regional insurance company. His passion for the law drew him back to private practice where he now works with public entities and medical providers in all facets of litigation.

32. Bradley D. Tishman, Partner

Binghamton University, 2002 cum laude

University of Miami School of Law, 2006 cum laude

Member of the New Jersey Bar; New York Bar; Florida Bar (inactive); Third Circuit Court of Appeals; United States District Court for the District of New Jersey; United States District Court for the Eastern & Southern District of New York

Bradley Tishman is a partner with the Cleary Giacobbe Alfieri Jacobs and specializes in local government and labor/employment law. He defends public entities and corporations in federal, state, and administrative proceedings. Bradley has litigated numerous disputes arising under the New Jersey Open

Public Records Act (OPRA) before the Superior Court of New Jersey and the New Jersey Government Records Council. He also provides guidance to the firm's clients with respect to the preparation of responses to subpoenas and requests submitted pursuant to the New Jersey Open Public Records Act / Common Law.

33. Victoria A. Holmes, Partner

College of Charleston, 2013 cum laude
Seton Hall University School of Law, 2016
Member of the New Jersey Bar; New York Bar

Victoria Holmes is a skilled attorney in the labor and employment field, providing comprehensive counseling to employers on a wide range of issues, including wage and hour, personnel policies, layoffs, disability, Family and Medical Leave Act (FMLA), Fair Labor Standards Act (FLSA), Americans with Disabilities Act (ADA), and pensions/benefits. She specializes in effectively navigating employment and labor law matters, such as wage and hour law, collective bargaining, employment practices and policies, employee discipline, and grievance resolution, with a focus on minimizing risk. Victoria also excels in drafting employment-related documents, including employee handbooks, policy manuals, settlement agreements, employment contracts, and severance agreements. Victoria also specializes in conducting objective workplace investigations to evaluate and analyze employee complaints of harassment, discrimination, hostile work environment, and retaliation, and uses the information obtained during these investigations to provide employers with practical managerial, staffing, and workforce recommendations. Additionally, she has experience representing municipal employers before the New Jersey Public Employer Relations Commission in relation to unfair labor practices, exploratory conferences, mediations, and arbitrations. Before joining Cleary Giacobbe Alfieri Jacobs, Victoria served as a Law Clerk in the Criminal Division of the Morris County Superior Court.

34. Nicholas DelGaudio, Partner

Binghamton University, 2009
Yeshiva University - Benjamin N. Cardozo School of Law, J.D., 2013
Member of the New Jersey Bar; New York Bar; United States District Court, District of New Jersey;
U.S District Courts - Southern District of New York

Nick DelGaudio is an attorney with experience in labor and employment law, education law, and government/public entity law. He has represented clients including public entities and private businesses in various legal forums such as state court, federal court, and administrative proceedings. Nick provides sound guidance to employers on various employment and labor matters, including discipline of employees, wage and hour laws, wrongful termination, employment discrimination, grievances, unfair labor practices, workplace harassment, and employee leave issues.

35. Heather W. Goldstein, Partner

Cornell University, 1991
Benjamin N. Cardozo School of Law, 1995
Member of the New Jersey Bar; New York Bar

Ms. Goldstein has experience as an attorney for land use boards, as well as counseling clients in land use and real estate issues, assisting clients in getting their projects approved and representing developers in residential, commercial, and industrial projects of all sizes. Her representation on a wide range of land use matters includes preparing developers' agreements, redevelopment agreements, applications for site plans, variances, subdivisions, reviewing master plans and redevelopment plans and dealing with issues involving affordable housing. Ms. Goldstein has also represented entities in challenges to decisions of planning and zoning boards of adjustment. In addition, Ms. Goldstein also has represented municipalities, and has prepared numerous agreements, ordinances and resolutions on their behalf. Ms. Goldstein also has represented school boards in the State of New Jersey

36. Arsen Zartarian, Partner

Rutgers – The State University of New Jersey, 1987
Villanova University School of Law, J.D., 1990
Member of the New Jersey Bar

Prior to joining Cleary, Giacobbe, Alfieri, Jacobs, Mr. Zartarian was the former Deputy General Counsel and Interim General Counsel of the Newark Board of Education, where he served as in-house counsel for 25 years.

Mr. Zartarian is Past President and a current Trustee of the New Jersey Association of School Attorneys (New Jersey School Boards Association), President of the New Jersey State Bar Association's School Law Special Committee, and a member of the Executive Committee of the State Bar Association's Labor and Employment Law Section. He frequently presents at statewide school and employment law seminars, and moderates the annual CLE programs "Administrative Law Forum," and "Representing School Employees and Boards of Education in Employment Law Cases."

During his undergraduate studies at Rutgers University, he was Sports Editor of The Daily Targum – a student-written, student-managed, non-profit, incorporated news organization which is the second-oldest and among the largest college news organizations in the nation. Arsen received his law degree in 1990 from Villanova University School of Law, where he was Case & Comments Editor of the Villanova Law Review – a student-run and student-edited journal devoted to the advancement of legal scholarship; as well as participating as a national moot court competitor.

37. Catherine Kim, Counsel

The College of New Jersey, 2012
University of Maryland - Francis King Carey School of Law, 2015
Member of the New Jersey Bar

Catherine Kim practices in the areas of real estate, zoning, and litigation. She recently completed her Juris Doctorate from The University of Maryland Francis King Carey School of Law. Prior to joining Cleary Giacobbe Alfieri Jacobs, Catherine clerked for Monmouth County Prosecutor's Office, Baltimore City State's Attorney's Office, and Maryland Attorney General's Office.

38. Janice V. Arellano, Counsel

Mount Holyoke College, 2007 cum laude

University of Pennsylvania, M.Ed., 2010

Temple University - James E. Beasley School of Law, 2014

Member of the New Jersey Bar; Pennsylvania Bar; District of Columbia Bar; United States District Court, District of New Jersey

Janice Arellano is counsel with Cleary Giacobbe Alfieri Jacobs in the litigation practice group. She concentrates her practice in the areas of labor & employment counseling and litigation, civil litigation, and representing public school districts and charter schools throughout New Jersey on a wide range of matters. She also serves as a court-appointed attorney for guardianship matters in Somerset and Hunterdon counties. Her experience includes all aspects of litigation, including development of case strategy, drafting discovery, dispositive, and pretrial motions, and taking and defending depositions. Janice also advises public and private entities on compliance and regulatory matters, including workplace investigations. In addition to her practice, she currently serves as a New Jersey Advisory Council to the Hispanic Scholarship Fund, Fellow of the American Bar Foundation, and a member of the Judicial and Prosecutorial Appointments Committee and Board of Directors for the APALA-NJ. Janice served as Co-Chair of the Minority Trial Lawyer Committee of the American Bar Association in 2017 and has published various articles on employment law, diversity & inclusion, and work/life balance. Prior to joining Cleary Giacobbe Alfieri Jacobs Janice served as a Public Policy Fellow in the Congressional Hispanic Caucus Institute in Washington, D.C. She was also a 5th Grade Lead Teacher and Corps Member Coach at Mastery Charter Schools in Philadelphia, PA. She was law clerk to the Honorable Kevin M. Shanahan, Somerset County. Janice has been selected for inclusion in the New Jersey Super Lawyers "Rising Stars" list since 2021 to the present. In 2016 she was selected to the Latina Leadership Academy, Hispanic National Bar Association.

39. Nicole S. Alvarez, Counsel

Rutgers - The State University of New Jersey, 1990

New York Law School, 1993

Member of the New Jersey Bar; New York Bar; Illinois Bar

Nicole Alvarez is an experienced attorney who specializes in workers' compensation and personal injury protection (PIP) cases. She is well-versed in handling all aspects of these cases, from the initial filing to the final outcome. Prior to joining Cleary Giacobbe Alfieri Jacobs, she managed over 200 workers' compensation petitioner files at her previous firm. Nicole has also worked as a staff attorney for a legal assistance program in Illinois, where she handled landlord-tenant disputes and uncontested matrimonial cases. Additionally, she worked as an in-house attorney in New York City for a diverse corporation, where she handled premises liability litigation, landlord-tenant disputes, and contract cases. Nicole is also an active member of the Ramsey Ambulance Corps in Bergen County, New Jersey. She served as President of the volunteer organization in 2021 & 2022 and is a certified emergency medical technician.

40. Gregory Randazzo, Counsel

Villanova University, 2003

Villanova University School of Law, 2006

Member of the New Jersey Bar; New York Bar

Prior to joining Cleary Jacobbe Alfieri Jacobs, Greg practiced in Bergen County for over 15 years providing counseling to corporate and public clients regarding issues relating to all aspects of their operations and successfully litigating matters in a wide variety of legal practice areas. Following graduation from law school, he served as a law clerk to the Honorable William R. DeLorenzo, Jr. in the Bergen County Superior Court, Family Part.

41. Salvatore J. Alfieri, Counsel

University of Rhode Island, 2013

Rutgers School of Law – Newark, 2016

Member of the New Jersey Bar

Salvatore J. Alfieri is an attorney who specializes in various areas of litigation, including commercial, employment, guardianship and construction law. He also has experience in real estate transactions and land use, as well as representing municipalities in legal matters. Prior to joining Cleary Jacobbe Alfieri Jacobs, Salvatore worked at a law firm in North Jersey, where he focused on construction and commercial litigation. He served as a judicial law clerk to the Honorable Clarkson S. Fisher, Jr., Presiding Judge of the New Jersey Superior Court's Appellate Division. A graduate of Rutgers School of Law - Newark, Salvatore served as the Senior Managing Editor of the Rutgers Law Record and was involved in the Rutgers Community and Transactional Lawyering Clinic, where he assisted clients with business formation and advocated for incapacitated adults in guardianship proceedings before the Superior Court of New Jersey. He is a member of the Monmouth County Bar Association. Salvatore has been recognized as one of the top up-and-coming lawyers in New Jersey by Super Lawyers, having been selected for the Rising Stars list in 2023.

42. Charissa N. Wijaya Hammerman, Counsel

Montclair State University, 2012

New York Law School, 2017

Member of the New Jersey Bar; New York Bar

Charissa N. W. Hammerman, a civil litigator, devotes her practice to the defense of county and municipal entities. Her diverse legal practice includes contract drafting, negotiation and litigation, all with a special focus on county and municipal governments. Charissa currently serves as the Deputy County Counsel of Somerset County and is a member of the New Jersey Bar Association. During her undergraduate studies, Charissa interned with the New Jersey Attorney General's Office in the Consumer Affairs Division. During the internship, she regularly investigated complaints made against health care professionals, prepared recommendation of disciplinary actions, and assisted in the drafting of Cullen Law. While pursuing her Juris Doctorate, Charissa interned for the Waterfront Commission of New York and New Jersey where she interviewed and investigated arrest reports, as well as holding the lead role in a highly confidential criminal investigation of an organized crime influence.

43. Marina V. Stinely, Counsel

Pennsylvania State University, 2015
Pace Law School, 2018
Member of the New Jersey Bar; New York Bar

Marina Stinely focuses her practice on the areas of land use and redevelopment law, environmental and wastewater issues, and local property taxation. Prior to joining the Cleary Giacobbe Alfieri Jacobs, Marina served as a law clerk to the Hon. Rosemary E. Ramsay, P.J.Cv. in the Morris County Superior Court. Marina received her Juris Doctor with honors from Pace University, Elisabeth Haub School of Law. During law school, she interned with the New York City Fire Department (NYFD), Bureau of Legal Affairs and the U.S. Department of Justice (DOJ), Environment and Natural Resources Division (ENRD).

44. Matthew R. Marotta, Counsel

Saint Joseph's University, 2012
Vermont Law School, 2016
Member of the New Jersey Bar

Mr. Marotta's practice is focused on defending cases involving commercial claims, commercial transportation claims, construction defects, construction site accidents, dealership liability, employment and labor law, insurance coverage, premises liability, products liability, professional liability, property damage, and toxic tort and environmental claims.

Mr. Marotta served a criminal law clerkship in Warren County Superior Court. During his time at Vermont Law School, he was a member and Staff Editor of the Vermont Journal of Environmental Law.

45. Danielle Panizzi, Associate

Rutgers - The State University of New Jersey, 2015 magna cum laude
Rutgers School of Law - Newark, J.D., 2018
Member of the New Jersey Bar

Danielle Panizzi is an attorney who specializes in school board representation, with a focus on general legal matters and special education. She advises clients on various issues, including personnel matters, Harassment, Intimidation, and Bullying (HIB) complaints, and school board ethics. She regularly attends meetings on behalf of district Child Study Teams, including eligibility, evaluation, and Individualized Education Program (IEP) meetings. Prior to joining Cleary Giacobbe Alfieri Jacobs, Danielle served as a judicial law clerk at the Office of Administrative Law of New Jersey. She is a 2018 graduate of Rutgers University School of Law- Newark, where she served as Articles and Submissions Editor for The Women's Rights Law Reporter. She has received several awards for her work, including the National Association of Women Lawyers Award and The Harriet Goldberg Scholarship, which is awarded to students passionate about education law. Danielle is an active member of the New Jersey Bar Association and the School Law Committee of the New Jersey State Bar.

46. Anthony LoBrace, Associate

Union College, 2016 magna cum laude
Rutgers School of Law – Newark, 2019
Member of the New Jersey Bar

Anthony LoBrace focuses his practice in the areas of labor, employment, and government / public entity law. Prior to joining the Cleary Giacobbe Alfieri Jacobs, Anthony served as judicial law clerk to the Honorable Louis S. Sceusi, J.S.C., in both the Morris County Civil Division and the Sussex County Criminal Division. Anthony is a graduate of Rutgers School of Law – Newark, where he served on the executive board of the Rutgers Law Review as Senior Articles Editor. During his time at Rutgers, Anthony interned with the United States Attorney’s Office for the District of New Jersey.

47. Mark A. Lamartina, Associate

Rutgers – The State University of New Jersey, 2015
Rutgers School of Law – Newark, 2016
Rutgers University School of Law, 2018
Member of the New Jersey Bar

Mark Lamartina focuses his practice on real estate, land use, guardianship proceedings, and litigation. Prior to joining Cleary Giacobbe Alfieri Jacobs, He served as judicial law clerk to the Honorable Katie A. Gummer, J.S.C., Superior Court of New Jersey, Monmouth County.

48. Matthew S. Roberts, Associate

Rowan University, 2017
Penn State Dickinson Law, 2020
Member of the New Jersey Bar

Prior to joining Cleary Giacobbe Alfieri Jacobs, Matthew Roberts gained valuable experience working as a Law Guardian in Essex County, where he advocated for children in family court cases. He honed his skills further while in law school, through internships with the Children’s Advocacy Clinic in Carlisle, PA, for Union County Superior Court Judge Robert Mega, and for the Union County Prosecutor’s Office.

49. Vincent Scudato, Associate

Coastal Carolina University, 2019
Widener University Delaware Law School, 2023
Member of the New Jersey Bar; United States District Court, District of New Jersey

Vincent Scudato is an attorney in the firm’s Real Property division. He focuses his practice on various aspects of real estate, including land use, planning and zoning, and commercial and residential real estate transactions. He also has experience in the areas of employment and commercial litigation, as well as representing municipalities in legal matters.

REPRESENTATIVE CLIENTS LIST

Below is a representative list of our current municipal clients:

Borough of Atlantic Highlands	City of Atlantic City
Borough of Beach Haven	City of Garfield
Borough of Bernardsville	City of Hackensack
Borough of Caldwell	City of Hoboken
Borough of Chatham	City of Jersey City
Borough of Demarest	City of Linden
Borough of Fair Haven	City of Newark
Borough of Fair Lawn	City of Passaic
Borough of Fanwood	City of Summit
Borough of Fort Lee	City of Union City
Borough of Franklin	Town of West New York
Borough of Frenchtown	Township of Alexandria
Borough of Garwood	Township of Andover
Borough of Glen Rock	Township of Barnegat
Borough of Helmetta	Township of Boonton
Borough of Hillsdale	Township of Bridgewater
Borough of Keyport	Township of Cedar Grove
Borough of Lakehurst	Township of Colts Neck
Borough of Leonia	Township of Denville
Borough of Little Silver	Township of East Brunswick
Borough of Lyndhurst	Township of East Greenwich
Borough of Madison	Township of Edison
Borough of Mendham	Township of Fairfield
Borough of Milford	Township of Harding
Borough of Mountain Lakes	Township of Hazlet
Borough of Neptune City	Township of Holmdel
Borough of New Milford	Township of Howell
Borough of Oakland	Township of Jefferson
Borough of Oakland Public Library	Township of Lakewood
Borough of Palisades Park	Township of Lyndhurst
Borough of Paramus	Township of Mahwah
Borough of Park Ridge	Township of Marlboro
Borough of Peapack and Gladstone	Township of Millburn
Borough of Ridgefield	Township of Montville
Borough of River Edge	Township of Mount Olive
Borough of Rockaway	Township of North Bergen
Borough of Rutherford	Township of Old Bridge
Borough of Sea Bright	Township of Parsippany-Troy Hills
Borough of Seaside Park	Township of Pemberton
Borough of Ship Bottom	Township of Saddle Brook
Borough of Shrewsbury	Township of Sayreville
Borough of South Bound Brook	Township of South Hackensack
Borough of Spring Lake	Township of Stafford

Borough of Spring Lake Heights
Borough of Tenafly
Borough of Wanaque
Borough of Wood-Ridge

Township of Union
Township of Upper Freehold
Township of Vernon
Township of Wall

REFERENCES

Terri O'Conner, County Administrator
County of Monmouth
Hall of Records, Freehold, NJ 07728
Phone (732) 431-7384
71 Main Street
Flemington, New Jersey 08822
Phone (908) 788-1104
Teri.OConnor@co.monmouth.nj.us

Mr. Christopher Tietjen, Business Administrator
Township of Wayne
475 Valley Road
Wayne, New Jersey 07470
Phone (973) 694-1800 X 3204
tietjenc@waynetownship.com

Mr. Raymond Codey, Borough Administrator
Borough of Madison
205 Madison Avenue – Room 212
Madison, New Jersey 07940
Phone (973) 593-3038
codeyr@rosenet.org

Ms. Lisette Aportela, Borough Administrator
Borough of River Edge
705 Kinderkamack Road
River Edge, New Jersey 07661
Phone (201) 599-6300
laportela@riveredgenj.org

FEE PROPOSAL

A. Hourly Rate:

The following rates apply for legal services provided to the **Borough of Mountain Lakes:**

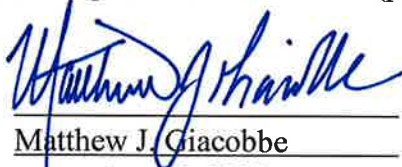
<u>Attorneys</u>	<u>Per Hour</u>
Partner	<u>\$170.00</u>
Counsel	<u>\$170.00</u>
Associate	<u>\$170.00</u>
Paralegals	<u>\$ 90.00</u>

B. Reimbursable costs and expenses:

In addition to legal fees, we charge the following costs and expenses:

Experts' fees, court costs, accountants' fees, appraisers' fees, deposition costs, Lawyers Courier Service, Federal Express Overnight Courier Service, photocopying charges (\$.20 per copy), postage, interpreter/translators' fee (prevailing market rates).

Sign:



Print: Matthew J. Giacobbe

Date: November 20, 2023

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ
RESOLUTION 58-24**

“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND ANDERSON AND DENZLER ASSOCIATES INC.”

WHEREAS, there exists the need for professional engineering services (Borough Engineer) for the Borough of Mountain Lakes; and

WHEREAS, Anderson and Denzler Associates, Inc. has submitted a proposal for engineering services; and

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

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

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Anderson and Denzler Associates, Inc. for professional engineering services (Borough Engineer) for the Borough of Mountain Lakes as set forth in the attached contract.

Section 2. This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

Section 3. The term of this agreement shall be for one year from January 1, 2024 through December 31, 2024.

Section 4. A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Anderson & Denzler

Service Provided: Borough Engineer

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated? 3%	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	N/A
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	✓	✓
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	✓	✓
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	✓	✓
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	N/A
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox **Date:** 12/12/23
Verified by: [Signature] **Date:** 12/21/23

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

THIS AGREEMENT, made this ___ day of _____, 20__ by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Anderson & Denzler, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated _____ which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$150,000.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: John Mays

By: William D. B. B.

(SEAL)

11/6/23
Date

ANDERSON & DENZLER ASSOCIATES, INC.

CONSULTING ENGINEERS

January 1, 2024

SCHEDULE OF FEES

FOR PROFESSIONAL ENGINEERING SERVICES RENDERED UPON A PER DIEM BASIS

Principal Engineer	\$184.60 per hour
Professional Engineer	166.90 per hour
Engineer	121.50 per hour
Senior Designer	129.80 per hour
Land Surveyor	129.80 per hour
Design Draftsman	100.90 per hour
Inspector	97.90 per hour
Draftsman	73.10 per hour
2-Man Field Crew	199.80 per hour
3-Man Field Crew	233.80 per hour

Invoices will include travel time and supplementary expenses for all items directly connected with the project. Travel costs @ \$0.60 per mile.

All invoices are due and payable when rendered.

ML(1/1/2024)

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Employee Benefits Consulting Services Group.

Service Provided: Producer of Dental Benefits

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated?	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	N/A
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	N/A	N/A
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	N/A
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	N/A
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	N/A	N/A
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox **Date:** 12/13/23

Verified by: [Signature] **Date:** 12/20/23

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

THIS AGREEMENT, made this 3 day of NOV, 2023 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Employee Benefits, Party of the Second Part, herein called the "Contractor". Consulting Services Group

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 11-03-2023 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$2.76 p.m. See attached NJMEBF Rates
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By: Mario Gallego

By: Joseph M. Pude

(SEAL)

11-3-2023
Date

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

RESOLUTION 60-24

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR PLANNING SERVICES BETWEEN THE
BOROUGH OF MOUNTAIN LAKES AND PHILLIPS PREISS GRYGIEL LLC”**

WHEREAS, there exists the need for professional planning services (Borough Planner) for the Borough of Mountain Lakes; and

WHEREAS, Phillips Preiss Grygiel LLC has submitted a proposal indicating that planning services will be provided for an annual fee not to exceed \$7,500 per year; and

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

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

Section 1. The Borough Manager and Borough Clerk are hereby authorized and directed to execute an agreement with Phillips Preiss Grygiel LLC for professional planning services (Borough Planner) for the Borough of Mountain Lakes as set forth in the attached contract, for an annual fee not to exceed \$7,500 per year.

Section 2. This contract is awarded as a "Professional Service" in accordance with N.J.S.A. 40A:11-5(1)(a) of the Local Public Contracts Law because the contract is for a service performed by a person(s) authorized by law to practice a recognized profession that is regulated by law.

Section 3. The term of this agreement shall be for one year, from January 1, 2024 through December 31, 2024.

Section 4. A notice of this action shall be printed once in the legal newspaper of the Borough of Mountain Lakes.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: Phillips Preiss Grygiel

Service Provided: Borough Planner

Item	Applicability	Standard	Reviewed	Verified
Attorney Review	All Contracts	Confirmation that agreement has been reviewed by Borough Attorney	✓	✓
Financial Impact	All Contracts	Has the economic impact of the transaction been evaluated?	✓	✓
Insurance	All Contracts	Proof of Insurance As Required BY RFP, Specifications, or Contract	✓	✓
Invoice Process	All Contracts	Consistent with local public contracts law and Borough procedure	✓	✓
Iran Investment Disclosure	All Contracts	Disclosure of Investments Activities in Iran	✓	✓
Non-Collusion	All Contracts	Non-Collusion Affidavit Signed	✓	✓
Non-Performance	All Contracts	Provision addressing consequences for non-performance / breach of agreement	N/A	N/A
Payment Terms	All Contracts	Do standard payment terms apply?	✓	✓
Standard Agreement	All Contracts	Agreement Provided	✓	✓
Term	All Contracts	1-year professional services, 2-year goods / services, or statutory exemption	✓	✓
Termination	All Contracts	Right to terminate where appropriate	N/A	N/A
Affirmative Action Form	Goods & Services; Professional Services	Employee Information Report Provided	✓	✓
Business Entity / Corporate Disclosure	Goods & Services; Professional Services	Disclosure Affidavit Provided	✓	✓
Business Registration	Goods & Services; Professional Services	Copy of Registration Provided	✓	✓
Confidentiality	Goods & Services; Professional Services	Contract provisions where appropriate	N/A	N/A
Renewal	Goods & Services; Professional Services	Provision concerning renewal included where appropriate	N/A	N/A
Political Contribution Disclosure	Professional Services	Disclosure Language In Contract Form; Form Completed	✓	✓
Qualifications	Professional Services	Proof of professional licenses / certifications	✓	✓
Debarment	Public Works	Vendor Not Currently On State Debarment List	✓	✓

Reviewed by: Cara Fox Date: 12/12/23

Verified by: [Signature] Date: 12/20/23

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

THIS AGREEMENT, made this 27 day of November, 2023 by and between the Borough of Mountain Lakes, in the County of Morris, a Municipal Corporation of the State of New Jersey, having an office at 400 Boulevard, Mountain Lakes, New Jersey, hereinafter referred to as the "Municipality", and Phillips Preiss Grygiel Leheny Hughes LLC, Party of the Second Part, herein called the "Contractor".

WITNESSETH that the parties to these presents, each in consideration of the agreements on the part of the other, herein contained, do hereby agree as follows:

1. The Contractor will, at their expense, furnish all labor and professional services and complete the work proposed to be done for the Municipality, and will complete and finish the same to the satisfaction and approval of the Municipality, in the manner and within the time hereinafter limited, and in accordance with the Proposal dated 11/27/2023 which is attached hereto fully incorporated and with the same effects as if the same had been set forth in the body of this agreement. The amount of the Agreement shall not exceed \$7,500.
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Borough of Mountain Lakes if a member of that political party is serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Borough of Mountain Lakes when the contract is awarded.

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

IN WITNESS WHEREOF, the Borough of Mountain Lakes has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, and Contractor has caused these presents to be signed by its proper officers and caused its corporate seal to be affixed, the day and year first above written.

WITNESS ATTEST:
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

By: _____

(SEAL)

Date

WITNESS ATTEST:
CONTRACTOR

CONTRACTOR

By:  _____

By:  _____

11/27/2023

Date

Date





Planning & Real Estate Consultants

COST PROPOSAL

We propose to bill for services based upon our 2024 New Jersey municipal client rates as set forth below.

Paul Phillips, Managing Principal	\$160
Paul Grygiel, Principal	\$160
Elizabeth Leheny, Principal	\$160
Keenan Hughes, Principal	\$160
Kate Keller, Principal	\$150
Senior Urban Designer	\$155
Associate	\$145
Planner	\$125
Director of Graphics	\$125
Support	\$60

It should be noted that these rates have been discounted approximately 20 to 30 percent from our standard billing rates consistent with company policy. Our firm's billing rates are inclusive of overhead and expenses, with certain limited exceptions (e.g., courier and express delivery service, bulk/special mailings, non-office copying).

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

RESOLUTION 62-24

**“RESOLUTION TO ENTER INTO A SHARED SERVICES AGREEMENT BETWEEN THE BOROUGH OF
MADISON AND THE BOROUGH OF MOUNTAIN LAKES”**

WHEREAS, the Borough of Mountain Lakes and the Borough of Madison determined it to be in their mutual best interests to provide for the sharing of personnel and resources by their respective Municipalities as authorized by N.J.S.A. 40A:65.1, *et seq.* and wish to enter into an Shared Services Agreement (hereinafter “the Agreement”) for Shared Information Technology Services;

NOW, THEREFORE BE IT RESOLVED the 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 enter into an agreement between the Borough of Mountain Lakes and the Borough of Madison for Information Technology Services as set forth in the agreement.

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 January 3, 2024.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Barnett						
Cannon						
Korman						
Menard						
Muilenburg						
Richter						
Sheikh						

**SHARED SERVICES AGREEMENT
WITH THE Borough of Mountain Lakes**

SHARED INFORMATION TECHNOLOGY SERVICES

THIS AGREEMENT is made this ____ day of _____ 2023, by and between the **BOROUGH OF MADISON**, a Municipal Corporation of the State of New Jersey (“Madison”), having an office at 50 Kings Road, Madison, New Jersey and the **Borough of Mountain Lakes**, a Municipal Corporation of the State of New Jersey (“Mountain Lakes”), having an office at 400 Boulevard, Mountain Lakes, New Jersey 07046.

WITNESSETH

WHEREAS, Madison and Mountain Lakes (collectively referred to as the “Parties”) seek to enter into a Shared Services Agreement (“Agreement”) pursuant to the provisions of the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*); and

WHEREAS, the Uniform Shared Services and Consolidation Act, P.L.2007, c.63 (C:40A:65-1, *et seq.*) authorizes and empowers the Parties to enter into this Agreement; and

WHEREAS, the Parties have adopted Resolutions and/or Ordinances to authorize this Agreement; and

WHEREAS, this Agreement provides for certain Information Technology Support Services (“IT Support”) to be provided by Madison to Mountain Lakes in accordance with the terms and conditions set forth herein; and

WHEREAS, this Shared Services Agreement is subject to resolutions of the Governing Bodies of Madison and Mountain Lakes approving same; and

WHEREAS, the Parties have filed a copy of this Agreement with the Division of Local Government Services in the Department of Community Affairs pursuant to (C:40A:65-4);

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the Parties agree as follows:

1. Madison shall provide Mountain Lakes with up to six (6) hours of IT Support per day, subject to existing work load obligations.

2. The IT Support would be delivered either on site or remotely, depending upon the nature and immediacy of the problem.

3. Mountain Lakes will be billed on a monthly basis for the IT Support as follows:

- \$596.32 base charge monthly
- \$90.08 an hour for remote access sessions or phone support in excess of 15 minutes taking place during “normal business hours,” defined as between 8:30 AM and 5:00 PM, Monday through Friday.
- \$118.85 an hour with a 1 hour minimum for remote access sessions or phone support taking place outside of normal business hours, or on Holidays or weekends.
- \$90.08 an hour with a one hour minimum for on-site sessions taking place during normal business hours.
- \$118.85 an hour with a two hour minimum for on-site sessions taking place outside of normal business hours, or on Holidays or weekends.

Madison shall provide Mountain Lakes with monthly documentation of the IT Support services rendered.

4. The IT Support provided by Madison to Mountain Lakes, consistent with the terms herein shall be as follows:

- a. Responding to workstation and network problems and making necessary repairs;
- b. Providing general desktop support, and facilitating use of vertical applications;
- c. Maintaining anti-virus, spyware and other intruder detection software;
- d. Overseeing nightly back-up systems;
- e. Assisting with the purchase of computer supplies and equipment; and
- f. Prioritizing and scheduling work accordingly, as needed.

5. This Agreement shall commence on or about January 1, 2024 and will end on December 31, 2024.

6. Either party may cancel this Agreement upon thirty (30) days written notice to the other.

7. The Parties can agree to renew this Agreement upon thirty (30) days written

notice prior to the expiration of the Agreement, with the understanding that there will be a 2% increase in all fees and charges to take place on January 1 of each subsequent year.

8. **Insurance.** The Parties shall provide the following insurance coverage naming each other as additional insured for the use of each other's equipment and facilities. Mountain Lakes shall maintain the following insurances:

1. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate
 - a. Name Madison as an Additional Insured
2. Workers' Compensation: Statutory
3. Employers' Liability: \$1,000,000
4. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate
 - a. Waiver of Subrogation issued in favor of Madison

Madison shall maintain the following insurances:

1. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate
 - a. Name Mountain Lakes as an Additional Insured
2. Workers' Compensation: Statutory
3. Employers' Liability: \$1,000,000

The Parties shall submit proof of and maintain the insurance coverage listed above upon the execution of the Agreement and for the duration of same.

9. **Assignment.** The Parties shall retain the work under their respective control and shall not assign, transfer, or sublet or otherwise dispose of this Agreement or any right to responsibility hereunder, without the previous written consent of the Parties. The Parties shall not assign, in any way, the monies due or to become due under this Agreement. Any assignment of this Agreement shall not, in any way, release the Parties from their covenants, conditions and terms of this Agreement and the duties imposed hereunder.

10. **Indemnification.** Mountain Lakes shall indemnify and hold Madison, all

representatives thereof, harmless from and against any and all claims, damages, losses and expenses to the extent caused by Mountain Lakes's negligent acts, errors, intentional acts or omissions in the performance of their services and responsibilities under this Agreement.

11. **Confidentiality.** The Parties acknowledge that all information, data, strategies, positions and the like, which the IT support personnel may be exposed to or gain knowledge of by virtue of this Agreement is confidential in nature and shall not be disseminated to the other party to this Agreement or any third party, except only as required by law or order of court.

12. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. **Severability.** In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of, or to this Agreement, or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, to implement and give effect to the intentions of the parties as reflected herein. All other provisions of the Agreement shall remain in full force and effect.

14. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties, or of any right which is not explicitly waived in this Agreement.

15. **Entire Agreement.** This Agreement sets forth the entire understanding of the Parties hereto with respect to the transactions contemplated herein. No change or modification of this Agreement shall be valid unless the same is in writing, duly authorized and signed by all the Parties hereto.

16. **Headings.** The paragraph headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision

of this Agreement.

IN WITNESS HEREOF, the Parties have set their hand and seals and caused this Agreement to be executed on the day and year above written.

ATTEST:

BOROUGH OF MADISON

Elizabeth Osborne, Borough Clerk

By:

Robert H. Conley, Mayor

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Cara Fox, Borough Clerk

By:

Khizar Sheikh, Mayor



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
DECEMBER 11, 2023
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046**

CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT

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 9, 2023 and posted in the municipal building.

Mayor Sheikh called the meeting to order at 6:05p.m.

ROLL CALL ATTENDANCE

Roll Call	<u>Present</u>	<u>Absent</u>		<u>Present</u>	<u>Absent</u>
Cannon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Richter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Korman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barnett	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Menard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sheikh	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Muilenburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>			

FLAG SALUTE

Mayor Sheikh led the salute to the flag.

EXECUTIVE SESSION

There was no executive session.

COMMUNITY ANNOUNCEMENTS

Councilmember Muilenburg announced that the PBA Food Drive & Holiday Gathering will be held on Sunday, December 17th from 4-5:30pm at Island Beach.

Mayor Sheikh announced that the Volunteer Recognition Reception will be held right after tonight's Council meeting at 7pm (refreshments to follow at Hapgoods) and invited everyone to attend.

Deputy Mayor Barnett announced that Conversation with a Cop will be held on Tuesday, December 12th from 5-6 pm at Mountain Lakes High School.

SPECIAL PRESENTATIONS

There were no special presentations.

REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

There were no reports.

BOROUGH COUNCIL DISCUSSION ITEMS

Borough Council Year-End Review

Deputy Mayor Barnett provided an overview of the 2023 Borough Council Goals and how the goals were addressed and accomplished.

PUBLIC COMMENT

Mayor Sheikh opened the meeting to the public.

Suzanne Atkin-Platt expressed the concerns of the neighborhood coalition regarding the Borough Planner's 12/8/23 recommendations for potential zoning amendments for conditional use standards for places of assembly in residential zones. Mrs. Platt provided her written public comment to Borough Clerk Fox.

Robert Von Schalscha thanked the Fire and Police Departments for their response to the fire at 190 Laurel Hill Road and also expressed support of Suzanne Platt-Atkin's public comment.



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Amanda Cali thanked the Council for listening and being responsive to residents' concerns regarding the expansion of the Craig School.

Jim Ferguson expressed his concern of the expansion of the Craig School, especially the impact on traffic.

Mayor Sheikh responded to the public's comment and thanked the Borough Manager and Administration for responding to the public's concerns.

ATTORNEY'S REPORT

Mr. Oostdyk had nothing to report.

MANAGER'S REPORT

Borough Manager Stern provided his report (attached).

RESOLUTIONS

There were no resolutions.

ORDINANCES TO INTRODUCE

There were no ordinances to introduce.

ORDINANCES TO ADOPT

16-23, Ordinance Authorizing the Execution of a Rental Agreement to the Borough of Mountain Lakes from The Community Church of Mountain Lakes

Introduced: 11/27/23

Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Korman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menard	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muilenburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Richter	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheikh	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PUBLIC COMMENT/HEARING

Mayor Sheikh opened the meeting to the public.

Ranjan Bose, Chairman of the Historic Preservation Committee, thanked the council and hopes that they will adopt Ordinance 16-23.

Adopted: 12/11/23

Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Korman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menard	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muilenburg	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Richter	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheikh	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
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Councilmember Korman requested that the Borough’s rental agreement with the Community Church be added to the Year End Goals Presentation. All Councilmembers were in favor of the addition and Deputy Mayor Barnett agreed to do so.

***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. R211-23, Authorizing the Payment of Bills
- b. R212-23, Authorizing Approval to Submit American Rescue Plan Firefighter Grant Application and Execute Grant Contract
- c. R213-23, Authorizing the Discretionary Award of a Contract for IT Equipment and Related Materials to Ui Supplies in an Amount that May Exceed \$17,500 but Will be Less than \$44,000

***APPROVAL OF MINUTES**

11/27/23 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

- a. Brynn Comes and Keira Lee to the Health Commission as student members

***Approval of the Consent Agenda**

Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Korman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menard	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Muilenburg	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Richter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheikh	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DEPARTMENT REPORTS SUBMITTED FOR FILING (reports are included only if checked)

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

COUNCIL REPORTS

Land Use Ordinance Subcommittee

Councilmember Menard reported that the committee reviewed and discussed the Borough Planner’s 12/8/23 memo regarding the recommendations for potential zoning ordinance amendments for conditional use standards for places of assembly in residential zones. Councilmember Richter reported that the committee also discussed the status of updating / revising all of the Borough’s land use ordinances. The committee provided guidance to the Borough Planner to update the ordinances and the Borough Planner agreed to provide a redline version of the proposed land use ordinances. Councilmembers Richter and Menard will provide an update on the status of the overall land use ordinances modification at the second January 2024 Council meeting.



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The Council discussed the next steps, and Councilmembers Menard and Richter agreed to have a discussion item regarding the potential zoning ordinance amendment for conditional use standards for places of assembly in residential zones ready for the second January Council meeting. Borough Attorney Oostdyk advised that RLUIPA (Religious Land Use and Institutionalized Persons Act) will be part of the discussion.

Mayor Sheikh requested that for the January discussion, Borough Planner Paul Phillips attend the Council meeting and that Borough Attorney Oostdyk provide his legal view on separating religious institutions from the non-religious institutions.

Borough Hall Renovation Project - Borough Manager Stern reported that the Borough is still on target to obtain a certificate of occupancy by the end of the year and once received will schedule a move in date.

Affordable Housing Advisory Committee – Councilmember Korman reported that the committee is recommending CGP&H to be the Borough’s administrative agent for 2024. The committee discussed the Borough’s accessory apartment program and the impact on affordable housing if the Borough opts into the Highlands Regional Master Plan.

Highlands Council Subcommittee – Councilmember Korman requested that the subcommittee meet to determine the projects to be included in the implementation plan and the subcommittee agreed to do so.

PUBLIC COMMENT

Mayor Sheikh opened the meeting to the public.

NEXT STEPS AND PRIORITIES

Mayor Sheikh reviewed the following next steps and priorities:

Next Step	Completed by	Completion date
Add Lease with Community Church for HPC Archives to Borough Council Goals Document	Deputy Mayor Barnett	
Discussion Item Regarding the Residential RAA Zoning Ordinance	Ordinance Subcommittee Councilmembers Richter & Menard	2 nd January Council Meeting

ADJOURNMENT at 6:55P.M.

Motion made by Councilmember Muilenburg, second by Deputy Mayor Barnett to adjourn the meeting at 6:55p.m., with all members in favor signifying by "Aye".

Respectfully Submitted,

Cara Fox, Borough Clerk