



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT THE BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046
MAY 29, 2024
PUBLIC SESSION – BEGINS AT 7PM**

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

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting has been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 4, 2024 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE SESSION

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

8) BOROUGH COUNCIL DISCUSSION ITEMS

9) 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.

10) ATTORNEY’S REPORT

11) MANAGER’S REPORT

12) RESOLUTIONS

- a. R115-24, Amending the 2024 Capital Budget

13) ORDINANCES TO INTRODUCE

- a. 8-24, Bond Ordinance Providing for the Improvement of the Mountain Lakes Train Station In and By the Borough of Mountain Lakes, in the County of Morris, New Jersey, Appropriating \$543,000 Therefor and Authorizing the Issuance of \$104,200 Bonds or Notes of the Borough for Financing Such Appropriation

14) ORDINANCES TO ADOPT

- a. 5-24, Amending Chapters 40 and 245 of the Revised General Ordinances of the Borough of Mountain Lakes and Establishing Conditional Use Standards for Churches and Schools

15) *CONSENT AGENDA ITEMS

Matters listed as Consent Agenda Items are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item be removed for consideration.

***RESOLUTIONS**

- a. *R111-24, Authorizing the Payment of Bills*
- b. *R112-24, Authorizing the Filing of a Tax Appeal Counterclaim and Authorizing the Tax Assessor and Borough Attorney to Represent the Borough in Connection with the Appeal*
- c. *R113-24, Authorizing a Professional Services Agreement with GZA GeoEnvironmental, Inc. for Soil Engineering Services*
- d. *R114-24, Authorizing an Amendment to the Professional Services Agreement for Affordable Housing Administrative Agent Services Between the Borough of Mountain Lakes and CGP&H (Community Grants, Planning & Housing)*
- e. *R116-24, Authorizing Change Order #2 in the Contract Between the Borough of Mountain Lakes and Earthworks LLC for the Sunset Dam Improvement Project*

***APPROVAL OF MINUTES**

5/13/24 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

16) DEPARTMENT REPORTS SUBMITTED FOR FILING

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

17) COUNCIL REPORTS

18) 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.

19) NEXT STEPS AND PRIORITIES

20) ADJOURNMENT



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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

TO: Honorable Mayor and Borough Council
SUBJ: Manager's Report for the Borough Council meeting of May 29, 2024
CC: Robert Oostdyk, Borough Attorney

Foreclosed and Vacant Property Ordinance – Attached, you will find a draft ordinance that addresses this topic. I ask that you review the draft ordinance and reach out with any questions or concerns. It is my intention to introduce this ordinance at the June 10th Borough Council meeting.

Public Health Services – Proposed Shared Services Agreement – Also attached is a shared services agreement for public health services. Approval of this agreement will allow for our public health services to transfer from Bloomfield Health Department to the Mount Olive Health Department. This agreement has been reviewed by our Borough Attorney, Secretary to the Board of Health (Borough Clerk Cara Fox) and I.

Quadrennial Lake Lowering - As we do every four years (timed with presidential elections), application is being made to NJ DEP for a lake lowering permit for Mountain and Wildwood Lakes. The lakes are drawn down to allow property owners bordering the lakes to inspect and make any necessary repairs to docks and to perform general maintenance along the shoreline. Once the permit is approved, property owners bordering these lakes will be notified of the lowering and refilling dates. For reference, lake lowering is not permitted prior to September 15th. In the past, the lowering date has been approved for October 1st, with refill beginning December 1st.

Respectfully,

Mitchell

ORDINANCE 2024-

AN ORDINANCE, AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND REQUIRING THE REGISTRATION OF FORECLOSING MORTGAGED PROPERTY AND VACANT PROPERTY”

WHEREAS, the Borough Council desires to protect the public health, safety, and welfare of the citizens of the incorporated area of the Borough of Mountain Lakes and maintain a high quality of life for the citizens of the Borough through the maintenance of structures and properties in the Borough; and

WHEREAS, the Council recognizes properties subject to foreclosure action or foreclosed upon and vacant properties (hereinafter referred to as “Registrable Properties”) located throughout the Borough lead to a decline in community and property value; create nuisances; lead to a general decrease in neighborhood and community aesthetic; create conditions that invite criminal activity; and foster an unsafe and unhealthy environment; and

WHEREAS, the Council has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Council recognizes in the best interest of the public health, safety, and welfare a more regulated method is needed to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised; and

WHEREAS, the Council has a vested interest in protecting neighborhoods against decay caused by Registrable Property and concludes that it is in the best interests of the health, safety, and welfare of its citizens and residents to impose registration requirements of Registrable Property located within the Borough to discourage Registrable Property Owners and Mortgagees from allowing their properties to be abandoned, neglected or left unsupervised.

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

Section 1. The Revised General Ordinances of the Borough of Mountain Lakes are hereby amended by the addition of new Chapter 189 which shall be entitled “Registration of Foreclosing Mortgaged Property and Vacant Property,” and shall read in its entirety as follows:

CHAPTER 189

REGISTRATION OF FORECLOSING MORTGAGED PROPERTY AND VACANT PROPERTY

§189-1. PURPOSE AND INTENT.

It is the purpose and intent of the Council to establish a process to address the deterioration, crime, and decline in value of Borough neighborhoods caused by property with foreclosing or foreclosed mortgages located within the Borough, and to identify, regulate, limit and reduce the number of these properties located within the Borough. It has been determined that Owner-occupied structures are generally better maintained when compared to vacant structures, even with a diligent off-site property Owner. Vacant structures or structures owned by individuals who are economically strained and unable to meet their mortgage obligations are often not properly or diligently maintained, which contribute to blight, declined property values, and have a negative impact on social perception of the residential areas where they are located. It is the Council's further intent to establish a registration program as a mechanism to help protect neighborhoods from becoming blighted through the lack of adequate maintenance of properties that are in Foreclosure or Foreclosed.

§189-2. DEFINITIONS.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Default shall mean that the mortgagor has not complied with the terms of the mortgage on the property, or the promissory note, or other evidence of the debt, referred to in the mortgage.

Enforcement Officer shall mean any law enforcement officer, building official, zoning inspector, code enforcement officer, fire inspector, building inspector, or other person authorized by the Borough to enforce the applicable code(s).

Evidence of Vacancy shall mean any condition that on its own, or combined with other conditions present, would lead a reasonable person to believe that the property is vacant. Such conditions may include, but are not limited to: overgrown and/or dead vegetation; past due Utility notices and/or disconnected Utilities; accumulation of trash junk or debris; abandoned vehicles, auto parts and/or materials; the absence of furnishings and/or personal items consistent with habitation or occupancy; the presence of an unsanitary, stagnant swimming pool; the accumulation of newspapers, circulars, flyers and/or mail; statements by neighbors, passers-by, delivery agents or government agents; and/or the presence of boards over doors, windows or other openings in violation of applicable code.

Foreclosure or Foreclosure Action shall mean the legal process by which a Mortgagee, or other lien holder, terminates or attempts to terminate a property Owner's equitable right of redemption to obtain legal and equitable title to the Real Property pledged as security for a debt or the Real Property subject to the lien. The legal process is not concluded until the property obtained by the

Mortgagee, lien holder, or their designee, by certificate of title, or any other means, is sold to a non-related bona fide purchaser in an arm's length transaction to satisfy the debt or lien.

Mortgagee shall mean the creditor, including but not limited to, trustees; mortgage servicing companies; lenders in a mortgage agreement; any agent, servant, or employee of the creditor; any successor in interest; or any assignee of the creditor's rights, interests or obligations under the mortgage agreement; or any other person or entity with the legal right to foreclose on the Real Property, excluding governmental entities.

Owner shall mean every person, entity, or Mortgagee, who alone or severally with others, has legal or equitable title to any Real Property as defined by this Chapter; has legal care, charge, or control of any such property; is in possession or control of any such property; and/or is vested with possession or control of any such property. The Property Manager shall not be considered the Owner.

Property Manager shall mean any party designated by the Owner as responsible for inspecting, maintaining and securing the property as required in this Chapter.

Real Property shall mean any residential or commercial land and/or buildings, leasehold improvements and anything affixed to the land, or portion thereof identified by a property parcel identification number, located in the Borough limits.

Registrable Property shall mean:

- a. Any Real Property located in the Borough, whether vacant or occupied, that is encumbered by a mortgage subject to an ongoing Foreclosure Action by the Mortgagee or Trustee, has been the subject of a Foreclosure Action by a Mortgagee or Trustee and a Judgement has been entered, or has been the subject of a Foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the Foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The designation of a "foreclosure" property as "registrable" shall remain in place until such time as the property is sold to a non-related bona fide purchaser in an arm's length transaction or the Foreclosure Action has been dismissed; or
- b. Any property that is vacant for more than thirty (30) days or any cancellation of Utility or Service, whichever occurs first.

Registry shall mean a database of Real Property records, used by the Borough to allow Mortgagees and Owners the opportunity to register properties and pay applicable fees as required in this Chapter.

Semi-Annual Registration shall mean six (6) months from the date of the first action that requires registration, as determined by the Borough, or its designee, and every subsequent six (6) months. The date of the initial registration may be different than the date of the first action that required registration.

Utilities and Services shall mean any utility and/or service that is essential for a building to be habitable and/or perform a service necessary to comply with all Borough codes. This includes, but is not limited to, electrical, gas, water, sewer, lawn maintenance, pool maintenance, and snow removal.

Vacant shall mean any parcel of land in the Borough that contains any building or structure that is not lawfully occupied.

§189-3. APPLICABILITY AND JURISDICTION.

This Chapter applies to Foreclosing, Foreclosed, and Vacant property within the Borough.

§189-4. ESTABLISHMENT OF A REGISTRY.

Pursuant to the provisions of Section 189-5, the Borough, or its designee, shall establish a registry cataloging each Registrable Property within the Borough, containing the information required by this Chapter.

§189-5. INSPECTION AND REGISTRATION OF REAL PROPERTY UNDER FORECLOSURE.

- (a) Any Mortgagee who holds a mortgage on Real Property located within the Borough shall perform an inspection of the property upon default by the mortgagor as evidenced by the filing of a Foreclosure Action.
- (b) Property inspected pursuant to subsection (a) above that remains in Foreclosure shall be inspected every thirty (30) days by the Mortgagee or Mortgagee's designee. If an inspection shows a change in the property's occupancy status the Mortgagee shall, within ten (10) days of that inspection, update the occupancy status of the property registration.
- (c) Within ten (10) days of the date any Mortgagee files a Foreclosure Action, the Mortgagee shall register the Real Property with the Borough Registry, and, at the time of registration, indicate whether the property is Vacant, and if so shall designate in writing a Property Manager to inspect, maintain, and secure the Real Property subject to the mortgage under a Foreclosure Action when legally possible. A separate registration is required for each property under a Foreclosure Action, regardless of whether it is occupied or vacant.
- (d) Initial registration pursuant to this section shall contain at a minimum the name of the Mortgagee, the mailing address of the Mortgagee, e-mail address, telephone number and name of the Property Manager and said person's address, e-mail address, and telephone number.
- (e) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of five hundred dollars (\$500.00) for each property. Subsequent non-refundable Semi-Annual renewal registrations of properties and fees in the amount of five

hundred dollars (\$500.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Defaulted properties, (3) post-closing counseling and Foreclosure intervention limited to Owner-occupied persons in Default, which may not include cash and mortgage modification assistance, and (4) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Borough's Department dedicated to the cost of implementation and enforcement of this Ordinance and fulfilling the purpose and intent of this Chapter. None of the funds provided for in this section shall be utilized for the legal defense of Foreclosure Actions.

- (f) If the mortgage and/or servicing on a Registrable Property is sold or transferred, the new Mortgagee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Mortgagee shall register the property or update the existing registration. The previous Mortgagee(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Registrable Property.
- (g) If the Mortgagee sells or transfers the Registrable Property in a non-arm's length transaction to a related entity or person, the transferee is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the transferee shall register the property or update the existing registration. Any and all previous unpaid fees, fines, and penalties, regardless of who the Mortgagee was at the time registration was required, including, but not limited to, unregistered periods during the Foreclosure process, are the responsibility of the transferee and are due and payable with the updated registration. The previous Mortgagee will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Mortgagee's involvement with the Foreclosed Property.
- (h) If the Foreclosing or Foreclosed Property is not registered, or the registration fee is not paid within thirty (30) days of when the registration or renewal is required pursuant to this section, a late fee equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty-day period (30), or portion thereof, the property is not registered and shall be due and payable with the registration.
- (i) This section shall also apply to properties that have been the subject of a foreclosure sale where title is transferred to the Mortgagee as well as any properties transferred to the Mortgagee under a deed in lieu of foreclosure or by any other legal means.
- (j) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property remains Registrable Property.
- (k) Failure of the Mortgagee and/or property Owner of record to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance

is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Borough.

- (l) If any property is in violation of this Chapter, the Borough may take the necessary action to ensure compliance with and/or place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (m) Registration of foreclosure property does not alleviate the Mortgagee and/or Owner from obtaining all required licenses, permits and inspections required by applicable code or State Statutes. Acquisition of required licenses, permits, and inspections or registration of rental property does not alleviate the requirement for the property to be registered under this section. Mortgagee and/or Owner is expected to update the status of the property in the event of a Mortgagee managed rental.

§189-6. INSPECTION AND REGISTRATION OF REAL PROPERTY THAT IS NOT SUBJECT TO A MORTGAGE IN FORECLOSURE.

- (a) Any Owner of Vacant property located within the Borough shall within ten (10) days after the property becomes Vacant, register the Real Property with the Borough Registry.
- (b) Initial registration pursuant to this section shall contain at a minimum the name of the Owner, the mailing address of the Owner, e-mail address, and telephone number of the Owner, and if applicable, the name and telephone number of the Property Manager and said person's address, e-mail address, and telephone number.
- (c) At the time of initial registration each registrant shall pay a non-refundable Semi-Annual Registration fee of five hundred dollars (\$500.00) for each Vacant property. Subsequent non-refundable Semi-Annual renewal registrations of Vacant properties and fees in the amount of five hundred dollars (\$500.00) are due within ten (10) days of the expiration of the previous registration. Said fees shall be used to offset the costs of: (1) registration and registration enforcement, (2) code enforcement and mitigation related to Vacant properties, and (3) for any related purposes as may be adopted in the policy set forth in this Chapter. Said fees shall be deposited to a special account in the Borough's Department dedicated to the cost of implementation and enforcement of this Ordinance and fulfilling the purpose and intent of this Chapter.
- (d) If the property is sold or transferred, the new Owner is subject to all the terms of this Chapter. Within ten (10) days of the transfer, the new Owner shall register the Vacant property or update the existing registration. The previous Owner(s) will not be released from the responsibility of paying all previous unpaid fees, fines, and penalties accrued during that Owner's involvement with the Vacant property.
- (e) If the Vacant property is not registered, or either the registration fee or the Semi-Annual Registration fee is not paid within thirty (30) days of when the registration or Semi-Annual Registration is required pursuant to this section, a late fee shall be equivalent to ten percent (10%) of the Semi-Annual Registration fee shall be charged for every thirty

(30) day-period, or portion thereof, the property is not registered and shall be due and payable with the registration. This section shall apply to the initial registration and registrations required by subsequent Owners of the Vacant property.

- (f) Properties subject to this section shall remain subject to the Semi-Annual Registration requirement, and the inspection, security, and maintenance standards of this section as long as the property is Vacant.
- (g) Failure of the Owner to properly register or to modify the registration to reflect a change of circumstances as required by this ordinance is a violation of this Chapter and shall be subject to enforcement by any of the enforcement means available to the Borough.
- (h) If any property is in violation of this Chapter, the Borough may take the necessary action to ensure compliance with and place a lien on the property for the cost of the outstanding obligation and any additional cost incurred to the property into compliance.
- (i) Properties registered as a result of this section are not required to be registered again pursuant to the Foreclosure mortgage property section.

§189-7. MAINTENANCE REQUIREMENTS.

- (a) Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state, or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material, or any other items that give the appearance that the property is abandoned.
- (b) Registrable Property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior structure.
- (c) Front, side, and rear yards, including landscaping, of Registrable Property shall be maintained in accordance with the applicable code(s) at the time registration is required.
- (d) Registrable yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt, or similar material.
- (e) Maintenance shall include, but not be limited to, watering, irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.
- (f) Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the regulations set forth in the applicable code(s).

- (g) Failure of the Mortgagee, Owner, and transferees to properly maintain the property as required by this Chapter may result in a violation of the applicable code(s) and issuance of a citation or notice of violation in accordance with the applicable code of the Borough. Pursuant to a finding and determination by the Enforcement Official the Borough may take the necessary action to ensure compliance with this section.
- (h) In addition to the above, the property is required to be maintained in accordance with the applicable code(s) of the Borough.

§189-8. SECURITY REQUIREMENTS.

- (a) Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.
- (b) A “secure manner” shall include, but not be limited to, the closure and locking of windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.
- (c) If a property is Registrable, and the property has become vacant or blighted, a Property Manager shall be designated by the Mortgagee and/or Owner to perform the work necessary to bring the property into compliance with the applicable code(s), and the Property Manager must perform regular inspections to verify compliance with the requirements of this Chapter, and any other applicable laws.
- (d) In addition to the above, the property is required to be secured in accordance with the applicable code(s) of the Borough.
- (e) When a property subject to this Chapter becomes Vacant, it shall be posted with the name and twenty-four (24) hour contact telephone number of the Property Manager. The Property Manager shall be available to be contacted by the Borough Monday through Friday between 9:00 a.m. and 5:00 p.m., legal holidays excepted. The sign shall be placed in a window facing the street and shall be visible from the street. The posting shall be no less than eighteen (18) inches by twenty-four (24) inches and shall be of a font that is legible from a distance of forty-five (45) feet. The posting shall contain the following language with supporting information:

THIS PROPERTY IS MANAGED BY _____.
 AND IS INSPECTED ON A REGULAR BASIS. _____.
 THE PROPERTY MANAGER CAN BE CONTACTED _____.
 BY TELEPHONE AT _____.
 OR BY EMAIL AT _____.

- (f) The posting required in subsection (e) above shall be placed on the interior of a window facing the street to the front of the property so that it is visible from the street, or secured to the exterior of the building/structure facing the street to the front of the property so that it is visible from the street or if no such area exists, on a stake of sufficient size to support the posting in a location that is at all times visible from the street to the front of the property but not readily accessible to vandals. Exterior posting shall be constructed of and printed with weather-resistant materials.
- (g) Failure of the Mortgagee and/or property Owner of record to properly inspect and secure a property subject to this Chapter, and post and maintain the signage noted in this section, is a violation and shall be subject to enforcement by any of the enforcement means available to the Borough. The Borough may take the necessary action to ensure compliance with this section and recover costs and expenses in support thereof.

§189-9. PROVISIONS SUPPLEMENTAL.

The provisions of this Chapter are cumulative with and in addition to other available remedies. Nothing contained in this Chapter shall prohibit the Borough from collecting on fees, fines, and penalties in any lawful manner; or enforcing its codes by any other means, including, but not limited to, injunction, abatement, or as otherwise provided by law or ordinance.

§189-10. PUBLIC NUISANCE.

All Registrable Property is at risk of being a public nuisance and if vacant or blighted can constitute a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare, and safety of the residents of the Borough.

§189-11. ADDITIONAL AUTHORITY.

- (a) If the Enforcement Officer has reason to believe that a property subject to the provisions of this Chapter is posing a serious threat to the public health, safety, and welfare, the code Enforcement Officer may temporarily secure the property at the expense of the Mortgagee or Owner and may bring the violations before the Borough Council as soon as possible to address the conditions of the property. Nothing herein shall limit the Borough from abating any nuisance or unsafe condition by any other legal means available to it.
- (b) The Code Enforcement official shall have the authority to require the Mortgagee or Owner affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.
- (c) If there is a finding that the condition of the property is posing a serious threat to the public health, safety, and welfare, then the Borough Council may direct the Borough Administrator to abate the violations and charge the Mortgagee or Owner with the cost of the abatement.

- (d) If the Mortgagee or Owner does not reimburse the Borough for the cost of temporarily securing the property, or of any abatement directed by the Borough Council within thirty (30) days of the Borough sending the Mortgagee or Owner the invoice then the Borough may lien the property with such cost, along with an administrative fee as determined in the Borough's fee ordinance to recover the administrative personnel services. In addition to filing a lien the Borough may pursue financial penalties against the Mortgagee or Owner.
- (e) The Borough may contract with an entity to implement this Chapter, and, if so, any reference to the Enforcement Officer herein shall include the entity the Borough contract with for that purpose.

§189-12. OPPOSING, OBSTRUCTING ENFORCEMENT OFFICER; PENALTY.

It shall be a violation of this Chapter 189 to obstruct or resist any Enforcement Officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter.

§189-13. IMMUNITY OF ENFORCEMENT OFFICER.

Any Enforcement Officer or any person authorized by the Borough to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon Real Property while in the discharge of duties imposed by this Chapter.

§189-14. PENALTIES.

The violation of any provision of this Chapter shall be subject to the penalties provided for in Article III of Chapter 1 of the Code.

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

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

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

Council Member	By	2 nd	Yes	No	Abstain	Absent
Barnett						
Cannon						
Korman						
Muilenburg						
Menard						
Richter						
Sheikh						

I, Cara Fox, Borough Clerk of the Borough of Mountain Lakes, in the County of Morris, in the State of New Jersey, certify this to be a true copy of the Ordinance adopted at the regularly scheduled session of the Borough Council held on _____, 2024.

DRAFT

**UNIFORM SHARED SERVICES AGREEMENT
BETWEEN
THE BOROUGH OF MOUNTAIN LAKES
AND
THE TOWNSHIP OF MOUNT OLIVE
FOR LOCAL PUBLIC HEALTH SERVICES**

Pursuant to the provisions of the *Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq.*, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between the **BOROUGH OF MOUNTAIN LAKES** (herein after, the **Recipient**) having offices located at 400 Boulevard, Mountain Lakes, NJ 07046, and the **TOWNSHIP OF MOUNT OLIVE** (herein after, the **Provider**) having offices located at 204 Flanders-Drakestown Road, Budd Lake, NJ 07828 entered into on this 1st day of July 2024.

THIS AGREEMENT, pursuant to the provisions of the *Local Health Services Act, N.J.S.A. 36:3A2-1 et seq.*, shall be for the purpose of ensuring a public health program in accordance with *N.J.S.A. 26:1A-15, N.J.S.A. 26:3A2-1, et seq., N.J.S.A. 40:8A-1, et seq., and N.J.A.C. 8:52-2.1, et seq.*, and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

The purpose of this **Agreement** is for delivery of public health services.

THIS AGREEMENT shall adhere to all applicable local ordinances.

A. ADMINISTRATION:

1. The Provider's local health department is designated the statutorily recognized local health agency for the Recipient.
2. The Provider's Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
3. The Health Officer shall provide technical and professional services to assure that provision of core public health services, along with any elected services, meet the standards set forth in the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*.
4. The Health Officer shall assess public health needs and plan, organize, and implement public health activities within the Recipient municipality.

5. The Health Officer, as Chief Executive Officer for all public health services, shall administer the local public health program meeting the standards set forth in the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*, within the Recipient municipality.
6. The Health Officer shall lead the investigation of and public health response to all emergencies, disasters and/or hazardous situations within the Recipient's municipality.
7. The Provider and its Health Officer shall respond 24/7/365 with a 3-by-3 redundancy/back-up (3 staff with 3 means of contact) for all emergencies, disasters and/or hazardous situations.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others, as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements set forth in *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*, and *Licensure of Persons for Public Health Positions, N.J.A.C. 8:7*.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future employees of the Recipient shall be under the administrative direction of the Health Officer.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
12. The Health Officer shall be accountable to the Recipient's Board of Health with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's Borough Council Acting as the Board of Health (hereinafter "Board of Health") with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health Officer shall attend regular and special meetings of the Recipient's Health Commission - Advisory Board and/or the Borough Council serving as the

Board of Health. After-hours meetings are limited to four (4) per year when conducted after business hours 8:30 a.m. to 4:30 p.m. For additional after-hours meetings, the Provider shall receive two hundred and fifty dollars (\$250.00) per meeting, which is not included in the annual contract fee and shall be billed separately. There is no charge for meetings conducted during normal business hours of 8:30 a.m. to 4:30 p.m.

15. The Health Officer shall provide the Recipient and its Board of Health with monthly performance and activity reports.

16. The Health Officer shall provide the Recipient and its Board of Health with an annual report at the close of the calendar year.

B. SERVICES:

1. The Provider shall provide the following services during the established normal business hours of the Provider:

- a. Health Officer Services consistent with **A. Administration** above.
- b. Public Health Nursing Services as outlined in *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*.
- c. Health Education Services consistent with the Provider's health education plan.
- d. Registered Environmental Health Services as outlined in the *Public Health Practice Standards of Performance for Local Boards of Health in New Jersey, N.J.A.C. 8:52*.
- e. Public Health Laboratory services.
- f. Any necessary Physician services.

2. The Recipient shall provide the following services during the established normal business hours of the Recipient:

- g. Clerical, reception, accounting, and human resource services.
- h. Issuance of all birth, death and marriage certificates and certified copies and all other Vital Statistic services in accordance with *N.J.A.C. 26:8-1 et seq.*

C. PUBLIC HEALTH PRIORITY FUNDING:

1. The Provider's Health Officer shall assume responsibility and complete in a timely manner the annual Public Health Priority Funding Application, if eligible.

2. Public Health Priority Funding received by the Provider shall be used to support and provide a public health program meeting State standards to the Provider's jurisdiction, including the Recipient's municipality.

D. INDEMNIFICATION:

1. In addition to the other rights and remedies of the parties herein, the Recipient agrees to indemnify and hold harmless the Provider, including its employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Recipient's personnel arising out of this Agreement or any of the obligations assumed by the Recipient hereunder, provided it is determined by a court having the appropriate jurisdiction that the Recipient is solely responsible for such liability. In the event it is determined by a court that the Recipient is not solely responsible for said liability, the Recipient's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Recipient. The Recipient, upon notice from the Provider, shall resist and defend, at the expense of the Recipient, such action or proceeding with counsel reasonably satisfactory to the Provider. In addition, the Provider may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Recipient's obligation under this paragraph.
2. In addition to the other rights and remedies of the parties herein, the Provider agrees to indemnify and hold harmless the Recipient, including its officers, trustees, employees and agents, from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by the Provider arising out of this Agreement or any of the obligations assumed by the Provider hereunder, provided it is determined by a court having the appropriate jurisdiction that the Provider is solely responsible for such liability. In the event it is determined by a court that the Provider is not solely responsible for said liability, the Provider's liability shall be limited to that degree of liability determined by said court to be the proportionate liability of the Provider. The Provider, upon notice from the Recipient, shall resist and defend, at the expense of the Provider, such action or proceeding with counsel reasonably satisfactory to the Provider. In addition, the Recipient may engage separate counsel to appear on its behalf in such action or proceeding without waiving its rights or the Provider's obligation under this paragraph.

E. INSURANCE:

1. The Recipient will keep in force, at its expense, Comprehensive General Liability Insurance with insurance companies licensed in the State of New Jersey or with a

County Municipal Joint Insurance Fund, which insurance shall be evidence by Certificates and/or policies as determined by the Provider.

2. The Recipient shall provide this Comprehensive General Liability Insurance with a combined single limit of \$1,000,000/\$3,000,000 aggregate for bodily injury and property damage. A "claims made" policy is not acceptable. This insurance shall indicate on the Certificate of Insurance the following coverage: 1) Operation, 2) Use of Independent Contractors and/or Subcontractors, 3) Products and Completed Operations, 4) Broad Form Contractual, and 5) Broad Form Property Endorsement.
3. Each Certificate or policy shall require that a thirty (30) day notice shall be given to the Provider by certified and return receipt mail, if any policy or any individual coverage is altered or cancelled. All such notices shall name the Provider and identify the Agreement or municipal contract number if applicable.
4. Certificates of Insurance shall be delivered to the Provider, prior to the commencement of this Agreement, and all Certificates of Insurance shall state that the "Township of Mount Olive and the Mount Olive Board of Health are additional insured" for this Agreement.
5. The insurance required under this section shall protect the Recipient and all subcontractors respectively, against damage claims which may arise from operations under this Agreement whether such operations are by the Insured or by anyone directly or indirectly employed by the Recipient and also against any of the special hazards which may be encountered in the performance of this Agreement.
6. All policies and Certificates of Insurance shall be approved by the parties prior to the inception of any work under this Agreement.

F. FINANCIAL TERMS:

1. The services under this Agreement will be performed during regular working hours, 8:30AM to 4:30PM, Monday through Friday. Services performed on Weekends, Weekdays between the hours of 4:30 PM and 8:30 AM, and officially recognized Holidays of the Provider will constitute overtime services payable as described in Paragraph 2 below.
2. Services provided outside of the Provider's normal business hours will be billed at a rate of \$185.00 per hour and will be included in the monthly invoices as noted above.

1. The total cost of this Agreement is **\$17,500.00** for the calendar year 2024 (six months). A payment of **\$8,750.00** is due quarterly upon invoice from the Provider. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
2. The total cost of this Agreement is **\$36,500.00**, for the calendar year 2025. A payment of **\$9,125.00** is due quarterly upon invoice from the Provider. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
3. The total cost of this Agreement is **\$37,595.00** (3 % increase from previous year), **for the calendar year 2026**. A payment of **\$9,398.75** is due quarterly upon invoice from the Provider. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
4. The total cost of this Agreement is **\$38,722.85** (3 % increase from previous year), for the calendar year 2027. A payment of **\$9,680.71** is due quarterly upon invoice from the Provider. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
5. The total cost of this Agreement is **\$39,884.54** (3 % increase from previous year), for the calendar year 2028. A payment of **\$9,971.13** is due quarterly upon invoice from the Provider. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
6. In the event a new ordinance is adopted during the contract period which results in an increase in workload, a new cost can be re-negotiated for the additional services.

G. DURATION:

The terms of this Agreement shall be for a minimum of four and a half (4.5) years. This Agreement is effective beginning on the **1st day of July 2024** and ends on the **31st day of December 2028**.

H. EXTENSION OF TIME:

The terms of this Agreement shall be automatically extended for a successive one (1) year period unless renegotiated or terminated by either party in an amount not to exceed \$41,108.11 per annum and prorated monthly for the services provided.

I. TERMINATION:

In accordance with the provisions set forth at *N.J.S.A. 26:3A2-12*, either party may terminate this Agreement by participation of not less than two (2) years, by providing six (6) months advance written notification declaring its intention to withdraw by certified copy setting forth the date of withdrawal. Such notification shall be via first class United States Postal Service certified and return receipt mail.

J. COPY:

1. The Provider will submit a copy of this Agreement to the New Jersey Department of Health, Office of Local Public Health, P.O. Box 360, Trenton, NJ 08625-0360.
2. Pursuant to the provisions set forth at *N.J.S.A. 40A:65-4(b)* a copy of this fully executed Agreement shall be filed by the local authorities with the New Jersey Department of Community Affairs, Division of Local Government Services, 101 South Broad Street, P.O. Box 803, Trenton, NJ 08625-0803.

IN WITNESS HEREOF, each party has caused its authorized officials to sign this seven (7) page Agreement on its behalf on this _____ day of _____, 20____

ATTEST: BOROUGH OF MOUNTAIN LAKES

Cara Fox, Borough Clerk

Mitchell Stern, Borough Manager

ATTEST: TOWNSHIP OF MOUNT OLIVE

Michelle Masser, Township Clerk

Andrew Tatarenko, Town Administrator

**INTERLOCAL AGREEMENT
BETWEEN BOROUGH OF MOUNTAIN LAKES
AND
TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH
FOR LOCAL PUBLIC HEALTH SERVICES**

In accordance with *N.J.S.A. 40:8A-1*⁶⁵⁻¹ et seq. *Interlocal Services Act*, the entities identified herein agree to the following terms and conditions:

THIS AGREEMENT is made by and between the Borough of Mountain Lakes (hereinafter “Recipient”) and the Board of Health of the Township of Bloomfield (hereinafter “Provider”) entered into on this 1st day of January, 2018.

THIS AGREEMENT, pursuant to *N.J.S.A. 26:3A2-1*, et seq. *Local Health Services Act*, shall be for the purpose of ensuring a public health program in accordance with *N.J.A.C. 8:52 Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* and any other applicable administrative rules and/or statutes promulgated by the State of New Jersey.

THIS AGREEMENT shall adhere to all applicable local ordinances.

A. ADMINISTRATION:

1. The Provider’s local health department (hereinafter “Health Department”) is designated the statutorily recognized local health agency for the Recipient.
2. The Provider’s Health Officer is designated the full-time Health Officer and Chief Executive Officer of the Recipient for all public health services and activities.
3. The Health Officer shall provide technical and professional services to ensure the provision of core public health services, along with any elected services, that meet the standards set forth in *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*.
4. The Health Officer shall assess public health needs, plan, organize and implement public health activities within the Recipient municipality.
5. The Health Officer, as Chief Executive Officer for all public health services shall administer the local public health program meeting within the Recipient municipality as set forth in *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey*.
6. The Health Officer shall lead the investigation of and public health response to all public health emergencies, disasters and/or situations within the Recipient’s municipality. The Health Officer and/or his designee shall be available to the Recipient’s Emergency Management Coordinator during emergencies officially declared by the Recipient.

7. The Provider and its Health Officer shall respond 24/7/365 with a 3x3 redundancy/back-up (three (3) Health Department staff members with three (3) means of contact) for all emergencies, disasters and/or hazardous situations.
8. To fulfill the requirements of core public health activities, along with elected activities, the Provider, through the actions of the Health Officer, may designate qualified and experienced Health Department representatives, to assume responsibility for delegated activities as may be required, necessary and/or prudent to carry out and discharge public health duties.
9. The Health Officer may delegate activities to customary personnel, such as nurses, environmental specialists, health educators and any others as may be required to carry out core activities. Customary personnel that have been delegated activities shall satisfy the requirements of *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* and *N.J.A.C. 8:7 Licensure of Persons for Public Health Positions*.
10. The Health Officer shall direct all public health personnel and public health service contracts of both the Recipient and the Provider. All present and future employees of the Recipient shall be under the administrative direction of the Health Officer.
11. Statutory control to recruit, retain and/or terminate staff employed by the Recipient shall be vested with the Recipient. The Provider Health Officer shall assure that all staff are appropriately licensed and qualified to perform their assigned duties.
12. The Health Officer shall be accountable to the Recipient's Borough Manager and Borough Council with respect to all public health activities pertaining to the Recipient's community.
13. The Health Officer shall advise and assist the Recipient's Borough Manager and Township Council when requested, with respect to violations of public health statutes and ordinances and the compliance thereof.
14. The Health Officer will accept the primary responsibility to attend regular and special meetings of the Recipient's Health Commission - Advisory Board and/or the Township Council serving as the Board of Health, and in the event of a conflict, vacation, sickness, etc. a designee shall be assigned to attend the meetings. After hour Meetings are limited to twelve (12) per year when conducted after business hours, 8:30 a.m. to 4:30 p.m. at no additional cost. Thereafter, meeting conducted after business hours in excess of twelve (12) will be charged to the recipient at \$150.00 per meeting. There is no charge for meetings conducted during normal business hours of 8:30 a.m. to 4:30 p.m.
15. The Health Officer shall provide the Recipient with monthly performance and activity reports.
16. The Health Officer shall provide the Recipient with an annual report at the close of the calendar year.

17. All services provided (e.g. clinics, etc.) shall be conducted within the Recipients municipality to its residents. Services can also be provided within the Provider's municipality if it is of more of a convenience to the Recipient's residents.

B. SERVICES:

1. Under the direction of the Health Officer all public health services required by *N.J.A.C. 8:52, Public Health Practice Standards of Performance for Local Boards of Health in New Jersey* (see Attachment "A") will be provided by the Provider.
2. Under the direction of the Health Officer all public health regulations and programs adopted by ordinance by the Recipient upon execution of this Agreement will be enforced and provided by the Provider.
3. New public health programs, ordinances and ordinance amendments created or passed by the Recipient during the term of this Agreement must be provided within ten (10) days of adoption to the Provider by the Recipient unless agreed to otherwise.
4. Any change to the terms and conditions of this Agreement requiring the Provider to provide services that alter the workforce/man hours needed for any new ordinances or programs the Recipient passes or creates, shall be subject to additional compensation over and above the stated contract amount.
5. The following services are to be provided on a fee for service basis; flu shots, blood chemistry, etc. The fees for such shall be reasonable and customary as established by the Bloomfield Board of Health and such fees are to be paid by the Recipients' residents.
6. The Recipient may purchase flu vaccine and submit for medical insurance reimbursement for its residents. All flu clinics must be scheduled in coordination with the Provider to assure staffing needs can be met. Vaccines must be administered in compliance with all state and federal regulations as directed by the Provider.
7. Services of the Provider's Division of Human Services are available to the Recipient for benefit screening, mental health evaluations, home visits and volunteer programs under the Neighbor to Neighbor Network.
8. Any public health or public health emergency service ordered by a higher authority (Federal, State, etc.) will be provided by the Provider.

C. PUBLIC HEALTH PRIORITY FUNDING:

1. The Provider's Health Officer shall assume responsibility and timely complete the annual Public Health Priority Funding Application, if eligible.

2. Public Health Priority Funding received by the Provider shall be used to partially support and provide a public health program meeting state standards in the Provider's jurisdiction, including the Recipient's municipality.
3. Any Public Health Priority Funding received shall be applied to offset the Recipient's contract cost.

D. INSURANCE:

1. The Provider shall maintain liability, malpractice, worker's compensation and all mandated coverage for its employees.
2. The Recipient shall maintain comprehensive general liability insurance and name the Board of Health of the Township of Bloomfield, the Township of Bloomfield and its agents as additional insured.
3. The Provider shall hold the Recipient harmless from any and all claims arising out of the performance of this contract by the Provider, its agents, servants or employees including, but not limited to, claims for personal injury, property damage and worker's compensation, and agrees to reimburse the Recipient for any and all costs, legal fees, claims and judgments which may be paid by the Recipient arising out of the performance of this contract by the Provider

E. DURATION:

The terms of this Agreement shall be five (5) years. This Agreement is effective beginning on the 1st day of January 2018 and ending on the 31st day of December 2022.

F. FINANCIAL TERMS:

1. The services under this Agreement will be performed during regular working hours, 8:30AM to 4:30PM, Monday through Friday. Services performed on Weekends, Weekdays between the hours of 4:30PM and 8:30AM, and officially recognized Holidays of the Provider will constitute overtime services payable as described in Paragraph 2 below.
2. The Recipient will reimburse the Provider for all overtime costs incurred resulting from the performance of this Agreement or for services outside the scope of this Agreement that are performed by the Provider at the specific request of the Recipient or other persons authorized by Recipient to act on its behalf. The Recipient will reimburse the Provider at the agreed overtime rate of the Provider, with a minimum charge of three (3) hours for any portion of the time within the first three (3) hours, for public health professionals assigned (i.e. nursing, environmental health, etc.). In the event that an overtime call results in more than three (3) hours, the Recipient will reimburse the Provider at one-third (1/3) of the below stated rate, for each additional hour provided. The three (3) hour rate for the contract period of 2018, 2019, 2020, 2021 and 2022 is established at \$147 for environmental health specialists and nurses, etc.

3. For the calendar year 2018, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$25,424, payable as follows: \$6,356.00 upon execution, and three (3) additional payments of \$6,356.00 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
4. For the calendar year 2019, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$25,678 (1% increase from previous year), payable as follows: four (4) quarterly payments of \$6,419.5 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
5. For the calendar year 2020, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$26,192 (2% increase from previous year), payable as follows: four (4) quarterly payments of \$6,548.00 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
6. For the calendar year 2021, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$26,585 (1.5% increase from previous year), payable as follows: four (4) quarterly payments of \$6,646.25 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
7. For the calendar year 2022, for the services provided as herein set forth, the Recipient agrees to pay the Provider the sum of \$26,984 (1.5% increase from previous year), payable as follows: four (4) quarterly payments of \$6,746.00 payable at the beginning of each quarter. The Provider will deliver an invoice for payment for the amount noted above in addition to any overtime cost incurred by the Recipient during the corresponding quarter.
8. The Provider will bill the Recipient by invoice at the beginning of each quarter in accordance with paragraphs 3, 4, 5, 6 and 7 above.

G. EXTENSION OF TIME:

The terms of this Agreement shall be automatically extended for a successive one (1) year period unless renegotiated or terminated by either party in an amount not to exceed \$32,000 per annum and prorated monthly for the services provided. A new Agreement, inclusive of costs, must be presented to the Recipient within ninety (90) days prior to the contract expiration date, with the renegotiation period commencing one hundred twenty (120) days prior to the contract expiration date.

H. TERMINATION:

Either party may terminate this Agreement by providing ninety (90) days advance written notification by certified copy of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal. During a period of renegotiation as noted in Section G above, either party may terminate said Agreement by providing thirty (30) days advance written

notification by certified copy of its intentions to terminate the Agreement and setting forth the proposed date of withdrawal. During a period of renegotiation, if notice of termination is not received timely, the Provider will continue to provide services under the terms of the Agreement. Notification within this section shall be by first class United States Postal Service certified and return receipt mail, or hand delivered.

I. COPY:

A copy of this signed Agreement shall be submitted to the New Jersey Department of Health and Senior Services, Division of Health Infrastructure Preparedness and Emergency Response, Office of Public Health Infrastructure.

IN WITNESS HEREOF, each party has caused its authorized officials to sign this Agreement on its behalf on this _____ day of _____, 201__.

ATTEST:

RECIPIENT:

BOROUGH OF MOUNTAIN LAKES

Valerie A. Egan
Witness Valerie A. Egan
Municipal Clerk

Mitchell Stern Date: 2/18/15
Title: Mitchell Stern, Manager

PROVIDER:

TOWNSHIP OF BLOOMFIELD BOARD OF HEALTH

[Signature]
Witness

Kam Gore Date: 2/21/18
President, Board of Health/Director

RESOLUTION AND ORDINANCE REVIEW FOR THE MAY 29, 2024 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R112-24, AUTHORIZING THE FILING OF A TAX APPEAL COUNTERCLAIM AND AUTHORIZING THE TAX ASSESSOR AND BOROUGH ATTORNEY TO REPRESENT THE BOROUGH IN CONNECTION WITH THE APPEAL – this resolution authorizes the Borough to file a counterclaim to the tax appeal for 15 Pointview Place due to the property being under assessed. This resolution was requested by the Borough Attorney and the Borough Tax Assessor.

R113-24, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GZA GEOENVIRONMENTAL, INC. FOR SOIL ENGINEERING SERVICES – this resolution authorizes the Borough to enter into an agreement with GZA GeoEnvironmental Inc. for soil engineering services for the Sunset Lake Dam project.

R114-24, AUTHORIZING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT FOR AFFORDABLE HOUSING ADMINISTRATIVE AGENT SERVICES BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND CGP&H (COMMUNITY GRANTS, PLANNING & HOUSING)” – this resolution amends CGP&H’s professional services agreement to include services previously provided by The Housing Partnership for affordable housing unit sales.

R115-24, AMENDING THE 2024 CAPITAL BUDGET - this resolution authorizes the Borough to amend the 2024 capital budget to include improvements of the Mountain Lakes Train Station. While it is anticipated that grants will be awarded to fully fund this project, the granting agencies look more favorably at awarding grants to communities willing to support their projects if necessary. Should grant funding be denied, Borough Council will need to determine whether to move forward with expending Borough funds for this project.

R116-24, AUTHORIZING CHANGE ORDER #2 IN THE CONTRACT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND EARTHWORKS LLC FOR THE SUNSET DAM IMPROVEMENT PROJECT – approval of this resolution authorizes the Borough Manager to execute Change Order 2 for this project. The change order is in the amount of \$274,900 and is necessary due to the discovery of additional peat moss that needs to be removed. This additional cost is within the limit of the increased funding previously authorized by Borough Council.

ORDINANCES TO INTRODUCE

8-24, BOND ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE MOUNTAIN LAKES TRAIN STATION IN AND BY THE BOROUGH OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY, APPROPRIATING \$543,000 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$104,200 BONDS OR NOTES OF THE BOROUGH FOR FINANCING SUCH APPROPRIATION - this bond ordinance appropriates \$543,000 for the Mountain Lakes Train Station project and authorizes the issuance of a maximum \$104,200 in bonds or notes. Adoption of this ordinance is recommended by the Borough Manager and the Borough CFO.

ORDINANCES TO ADOPT

5-24, AMENDING CHAPTERS 40 AND 245 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES (RESIDENTIAL ZONING ORDINANCE) – per a recommendation in the Borough’s 2023 Master Plan Reexamination Report, this ordinance amends Chapters 40 and 245 of the Borough code to create conditional use standards for churches and schools.

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

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

ORDINANCE 8-24

**BOND ORDINANCE PROVIDING FOR THE IMPROVEMENT OF THE
MOUNTAIN LAKES TRAIN STATION IN AND BY THE BOROUGH OF
MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY,
APPROPRIATING \$543,000 THEREFOR AND AUTHORIZING THE
ISSUANCE OF \$104,200 BONDS OR NOTES OF THE BOROUGH
FOR FINANCING SUCH APPROPRIATION**

**BE IT ORDAINED BY THE BOROUGH COUNCIL OF THE BOROUGH
OF MOUNTAIN LAKES, IN THE COUNTY OF MORRIS, NEW JERSEY** (not less than
two-thirds of all the members thereof affirmatively concurring), **AS FOLLOWS:**

Section 1. The improvement described in Section 3 of this bond ordinance is hereby authorized as a general improvement to be made or acquired by the Borough of Mountain Lakes, New Jersey. For the said improvement or purpose stated in said Section 3, there is hereby appropriated the sum of \$543,000, said sum being inclusive of all appropriations heretofore made therefor and including the sum of \$5,280 as the down payment for said improvement or purpose required by law and now available therefor by virtue of provision in a previously adopted budget or budgets of the Borough for down payment or for capital improvement purposes and including also the sum of \$433,520 received or expected to be received by the Borough from the County of Morris, New Jersey, or agencies thereof, as an historic preservation grant-in-aid of financing said improvement or purpose and any sums received or expected to be received by the Borough from the State of New Jersey, or agencies thereof, as an historic trust grant-in-aid of financing said improvement or purpose.

Section 2. For the financing of said improvement or purpose, including for the purpose of applicable United States Treasury regulations the reimbursement of expenditures heretofore or hereafter made therefor, and to meet the part of said \$543,000 appropriation not

provided for by application hereunder of said down payment and grant, negotiable bonds of the Borough are hereby authorized to be issued in the principal amount of \$104,200 pursuant to the Local Bond Law of New Jersey. In anticipation of the issuance of said bonds and to temporarily finance said improvement or purpose, negotiable notes of the Borough in a principal amount not exceeding \$104,200 are hereby authorized to be issued pursuant to and within the limitations prescribed by said Local Bond Law.

Section 3. (a) The improvement hereby authorized and purpose for the financing of which said obligations are to be issued is the improvement of the Mountain Lakes Train Station in and by the Borough, including the restoration of the roof thereof, together with draining and flashing upgrades, reconstruction of the chimney, rebuilding of the parapets, upgrade of the retaining walls and all equipment, site work, work and materials necessary therefor or incidental thereto, all as shown on and in accordance with the plans and specifications therefor on file or to be filed in the office of the Borough Clerk and hereby approved.

(b) The estimated maximum amount of bonds or notes to be issued for said purpose is \$104,200.

(c) The estimated cost of said purpose is \$543,000, the excess thereof over the said estimated maximum amount of bonds or notes to be issued therefor being the amount of the said \$5,280 down payment for said purpose and the said \$433,520 Morris County Preservation grant.

Section 4. The following additional matters are hereby determined, declared, recited and stated:

(a) The said purpose described in Section 3 of this bond ordinance is not a current expense and is a property or improvement which the Borough may lawfully acquire or

make as a general improvement, and no part of the cost thereof has been or shall be specially assessed on property specially benefitted thereby.

(b) The period of usefulness of said purpose within the limitations of said Local Bond Law, according to the reasonable life thereof computed from the date of the said bonds authorized by this bond ordinance, is fifteen (15) years.

(c) The supplemental debt statement required by said Local Bond Law has been duly made and filed in the office of the Borough Clerk and a complete executed duplicate thereof has been filed in the office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Borough as defined in said Local Bond Law is increased by the authorization of the bonds and notes provided for in this bond ordinance by \$104,200, and the said obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An aggregate amount not exceeding \$75,000 for interest on said obligations, costs of issuing said obligations and other items of expense listed in and permitted under section 40A:2-20 of said Local Bond Law may be included as part of the cost of said improvement and is included in the foregoing estimate thereof.

Section 5. The funds from time to time received by the Borough on account of the grants referred to in Section 1 of this bond ordinance shall be used for financing the improvement or purpose described in Section 3 of this bond ordinance by application thereof either to direct payment of the costs of said improvement or purpose, or to payment or reduction of the authorization of the obligations of the Borough authorized by this bond ordinance. Any such funds so received may, and all such funds so received which are not required for direct

payment of such costs shall, be held and applied by the Borough as funds applicable only to the payment of obligations of the Borough authorized by this bond ordinance.

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

Section 7. The full faith and credit of the Borough are hereby pledged to the punctual payment of the principal of and interest on the said obligations authorized by this bond ordinance. Said obligations shall be direct, unlimited obligations of the Borough, and the Borough shall be obligated to levy ad valorem taxes upon all the taxable property within the Borough for the payment of said obligations and interest thereon without limitation of rate or

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

ORDINANCE 5-24

“AN ORDINANCE AMENDING CHAPTERS 40 AND 245 OF THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND ESTABLISHING CONDITIONAL USE STANDARDS FOR CHURCHES AND SCHOOLS”

WHEREAS, the Planning Board, in its 2023 Master Plan Reexamination Report, recommended that the Borough Council amend the Land Use Ordinance to create conditional use standards for churches and schools; and

WHEREAS, the Borough Council, after reviewing the issues and facilitating a public presentation by the Borough Planning Consultant, desire to implement the recommendation of the Planning Board.

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

Section 1. Chapter 40, "Land Use Administration," Section 40-3, "Definitions," of the Revised General Ordinances of the Borough of Mountain Lakes, shall be amended by the inclusion of the following additional definitions:

PHILANTHROPIC INSTITUTION

A private or public organization that is organized and operated for the purpose of providing a service or carrying on a trade or business without profit and for charitable purposes, and which may provide educational, cultural, recreational, religious, or similar types of programs.

PLACE OF ASSEMBLY

A building or structure devoted to the gathering together of persons for a common reason, such as political, civic, recreational, entertainment, or social purposes, whether for the purpose of financial gain or not, but including but not limited to an auditorium, library or museum, but not including a place of worship or a public or private school.

PLACE OF WORSHIP

A building that is used for prayer and/or other religious observances and that is architecturally designed and particularly adapted for the primary use of conducting religious services on a regular basis, including a church, synagogue, temple, mosque or other space.

PUBLIC OR PRIVATE SCHOOL

An educational institution licensed by the State providing primary and secondary education through grade 12 in subjects and classes meeting the requirements of the State Compulsory Education laws.

Section 2. Chapter 245, "Zoning," Section 245-7, "Residential Zones R-AA, R-A, R-1 and R-2," of the Revised General Ordinances of the Borough of Mountain Lakes, shall be amended to read in its entirety as follows:

In the R-AA, R-A, R-1 and R-2 Zones, the following uses shall be permitted:

- A. Permitted principal uses.
 - (1) Single-family detached dwellings.
 - (2) Playgrounds and parks.
 - (3) Any municipally owned or operated building, other structure, facility, or use.

B. Permitted accessory uses.

- (1) Accessory uses customarily incident to a permitted use or to an authorized conditional use.
- (2) Such accessory uses shall include garages, carports, sheds, toolhouses, pergolas, gazebos, boathouses, greenhouses, playhouses, private swimming pools, exterior air-conditioning units, exterior mechanical equipment and retaining walls. Fences are permitted only in accordance with § 245-15P. Play equipment shall be permitted as an accessory use upon all improved residential lots located within residential zones, provided that play equipment shall not be located closer to any street right-of-way line than the residence located on the lot; play equipment shall be set back by no less than 10 feet from any side, rear or lake lot line; and play equipment shall not exceed 12 feet in height, measured vertically from highest point.
- (3) Those home occupations or professions that have no nonresident employees, no client visitors, show no visible external evidence of the occupation and have no other negative impact on the neighborhood. Such occupation shall be subject to the following conditions:
 - (a) The principal use of the property must be as a residence, with the amount of the property used for the home occupation limited to a maximum of 500 square feet or 1/3 of the square footage of all buildings on the property, whichever is smaller.
 - (b) The principal professional of any accessory home occupation shall reside on the premises.
- (4) Family day-care homes as defined in N.J.S.A. 40:55D-66.5.

C. Conditional uses (see also § 245-16).

- (1) Home occupations that do not meet the defined requirements of Subsection B(3) above, subject to the provisions of § 245-16. See also Schedule III.[2]
- (2) Clubs, except clubs whose chief activity is a service carried on as a business and provided that any clubhouse or open terrace adjacent thereto, swimming area, handball, tennis, badminton and similar small games area or parking lot shall be located at least 50 feet from any residential lot line and provided that the use is such as not to create undue noise beyond the lot lines.
- (3) Public and private schools; places of worship; places of assembly; YMCAs and similar philanthropic institutions, subject to the provisions of § 245-16D.
- (4) Child-care centers.

Section 3. Chapter 245, "Zoning," Section 245-16, "Conditional Use Requirements," Subsection D, of the Revised General Ordinances of the Borough of Mountain Lakes, shall be amended to read in its entirety as follows:

- D. Public and private schools; places of worship; places of assembly; YMCAs and similar philanthropic institutions.
- (1) Minimum lot size: Two (2) acres.
 - (2) Minimum lot width: 200 feet
 - (3) Minimum side yard setback: 50 feet

- (4) Minimum front yard setback: 75 feet
- (5) Minimum rear yard setback: 50 feet
- (6) Maximum floor area ratio: 0.20
- (7) Maximum improved coverage: 40%
- (8) Maximum principal building height: 2.5 stories / 35 feet. Building height shall be measured as the vertical distance from the average elevation of either the existing (original) or finished grade, whichever is lower, along all sides of the building to the highest point of the roof. The average elevation shall be determined by taking measurements at approximately ten-foot intervals, six feet from the building wall, and averaging them. Steeples, bell towers, chimneys and similar decorative vertical projections shall be permitted to exceed the maximum permitted building height limitation by up to 10 feet, so long as the base area or perimeter of the vertical projection does not exceed 5% of the roof surface of the principal building.
- (9) Required planted landscaped buffer: 25 feet from all side and rear yard property lines. The planted buffer shall consist of either existing vegetation, new plantings, or a combination of existing vegetation supplemented with new plantings, in order to provide sufficient year-round screening.
- (10) The subject lot shall have frontage on a State highway, County road, or a Major Street as identified in the Circulation Element of the Master Plan. All access (ingress and egress) shall be from one of the above-referenced road types.
- (11) All required off-street parking spaces shall be provided on the same lot as the building to which they are accessory. No off-street parking shall be located within 25 feet of any lot line. All off-street parking areas shall be screened with a planted buffer in accordance with §245-16D(9), including in front yard areas, except where access driveways or pedestrian walkways are proposed to be located.

Section 4. Chapter 245, "Zoning," Attachment 3, Schedule III, of the Revised General Ordinances of the Borough of Mountain Lakes, shall be amended as follows:

Places of worship; Places of assembly	The greater of one (1) parking space per every three (3) seats or one (1) parking space per 1,000 square feet of floor area
Philanthropic institutions	Shall be determined by functional use most similar to that which is listed in this Schedule III.
Public and private schools	2 per elementary school classroom 1.5 per middle school classroom 2.5 per high school (secondary) classroom

Section 5. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 6. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Telephone 973-334-3131

Fax 973-402-5595

**Borough of Mountain Lakes
Mountain Lakes, NJ 07046**

April 29, 2024

TO: Borough Council

FROM: Cynthia Shaw, Planning Board Administrator

The Planning Board conducted its regular meeting on Thursday, April 25, 2024 during which time it reviewed proposed Ordinance 5-24 "Establishing Conditional Use Standards for Churches and Schools".

The Planning Board found Ordinance 5-24 not inconsistent with the Master Plan.

They recommend **Section 2. C. Conditional uses** be reviewed to avoid inconsistencies and ambiguities.

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

RESOLUTION 111-24

“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 **May 29, 2024** 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 May 29, 2024.

Cara Fox, Borough Clerk

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

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 05/29/2024 For bills from 05/10/2024 to 05/21/2024

Check#	Vendor	Description	Payment	Check Total
23963	3861 - AMAZON CAPITAL SERVICES	PO 28912 CONSTRUCTION: ORDER# 111-0285966-2346604	32.54	
		PO 28950 DPW: ORDER# 111-8804212-9597022	521.92	
		PO 28969 BH RENOVATIONS: ORDER# 111-6086679-14034	25.98	
		PO 29012 ADMIN: ORDER: 111-1288491-7552247	47.98	
		PO 29035 ADMIN: ORDER# 111-1810344-0877044	64.99	693.41
23964	189 - ANCHOR ACE HARDWARE	PO 28709 DPW - DEPARTMENT SUPPLIES - BLANKET	71.97	
		PO 28762 DPW - BUILDING MAINTENANCE - BLANKET	18.78	90.75
23965	102 - ANDERSON & DENZLER ASSOC., INC	PO 28989 APRIL 2024 PROFESSIONAL SERVICES	7,999.86	
		PO 28989 APRIL 2024 PROFESSIONAL SERVICES	2,252.10	
		PO 28989 APRIL 2024 PROFESSIONAL SERVICES	923.00	
		PO 28989 APRIL 2024 PROFESSIONAL SERVICES	184.60	11,359.56
23966	102 - ANDERSON & DENZLER ASSOC., INC	PO 28989 APRIL 2024 PROFESSIONAL SERVICES	2,518.46	
		PO 28990 APRIL 2024 PROFESSIONAL SERVICES - PB	92.30	2,610.76
23967	3957 - ATLANTIC COAST RECYLING, LLC	PO 28978 SOLID WASTE - RECYCLING - BLANKET	1,447.75	1,447.75
23968	4588 - BOSWELL ENGINEERING, INC	PO 28916 SUNSET LAKE DAM REHAB PROJECT: PROJECT M	89,583.00	89,583.00
23969	4368 - BUY WISE AUTO PARTS, INC.	PO 28302 S & R - VEHICLE REPAIR & MAINTENANCE -	151.99	
		PO 28960 POLICE: VEHICLE REPAIR - 2014 RAM 1500 5	184.10	336.09
23970	4135 - CGP&H, LLC	PO 29049 PROFESSIONAL SERVICES FOR FEBRUARY 2024	912.00	912.00
23971	4150 - CLEARY GIACOBBE ALFIERIE JACOBS,	PO 28988 APRIL 2024 LEGAL ATTORNEY SERVICES	306.00	306.00
23972	4312 - CONNOLLY & HICKEY HISTORICAL ARCHIT	PO 29048 MOUNTAIN LAKES TRAIN STATION GRANT	4,250.00	4,250.00
23973	1481 - CORE & MAIN, LP	PO 28390 WATER OPERATING - EQUIPMENT - BLANKET	727.21	
		PO 28535 WATER OPERATING - DEPARTMENTAL SUPPLIES	1,224.80	1,952.01
23974	506 - DAN COMO & SONS, INC	PO 28873 PARKS/BEACHES - GENERAL MAINTENANCE - BL	330.00	
		PO 28955 SOLID WASTE: LEAF/BRUSH REMOVAL- BLANKET	560.00	
		PO 29008 PARKS/BEACHES GENERAL MAINTENANCE	825.00	1,715.00
23975	576 - DAVE'S TIRE, LLC	PO 28846 POLICE: VEHICLE REPAIR - 25-04	540.00	
		PO 28979 DPW - EQUIPMENT REPAIR	97.00	637.00
23976	3597 - ENVIRONMENTAL GLOBAL SOLUTIONS, LLC	PO 28984 WATER OPERATING - DEPARTMENTAL SUPPLIES	607.15	607.15
23977	653 - GANNET NEW YORK/NEW JERSEY LOCALIQ	PO 28971 CLERK: ADVERTISING BLANKET 2024-	50.60	50.60
23978	4605 - GEESE CHASERS NORTH JERSEY, LLC	PO 28849 PARKS: GOOSE MANAGEMENT ANNUAL MAINTENAN	1,150.00	1,150.00
23979	196 - GRIFFITH-ALLIED TRUCKING, LLC	PO 28954 UNLEADED GASOLINE - MCCPC CONTRACT #1 -	2,288.28	2,288.28
23980	4188 - HERC RENTALS, INC.	PO 29017 BH: RENOVATIONS - RENTAL FEE	1,905.00	1,905.00
23981	4209 - HUNTER CARRIER SERVICES	PO 29026 ADMIN: 2024 PHONES - ACCT BOML- BLANKET	1,023.17	1,023.17
23982	984 - IIMC	PO 29037 MEMBERSHIP FOR 2024 - MUNICIPAL CLERK	185.00	185.00
23983	4447 - J. CALDWELL & ASSOCIATES, LLC	PO 28898 HIGHLANDS PLAN CONFORMANCE ASSISTANCE -	3,825.00	3,825.00
23984	859 - JCP&L	PO 29004 ACCT#100 151 758 974 - BILL PRD: 3/23 -	631.34	
		PO 29005 ACCT#100 076 421 971/ BILL PRD: 4/6 to 5	239.02	
		PO 29030 MAST ACCT#200 000 054 011 BILL DATE: MAY	4.16	
		PO 29031 MASTER ACCT#200 000 574 000/ BILL DATE:	41.97	
		PO 29032 MAST ACCT# 200 000 021 275 / BILL DATE:	1,633.96	2,550.45
23985	859 - JCP&L	PO 29043 ACCT#100 154 666 612/ BILL PRD: 4/23 - 5	4.32	
		PO 29046 STREET LIGHTING - ASSORTED ACCOUNTS - AP	4,140.62	4,144.94
23986	4319 - JMS PRINTING, LLC	PO 29007 PFOA INITIAL LETER - PRINTING, FOLDING &	948.50	948.50
23987	4612 - KLAVISH CONSTRUCTION, LLC	PO 28994 BH: RENOVATIONS- CEILING TILES	2,400.00	2,400.00
23988	2790 - MC PUBLIC SAFETY TRAINING ACADEMY	PO 28947 POLICE: TRAINING CLASS - SEAN TORRES	25.00	25.00
23989	4581 - MINIMIX CONCRETE, LLC	PO 28999 BH: CONCRETE	712.20	712.20
23990	1295 - MORRIS COUNTY MUNICIPAL UTILITIES	PO 28985 SOLID WASTE DISPOSAL - APRIL 2024	14,771.78	14,771.78
23991	1394 - MTN. LAKES PUBLIC LIBRARY	PO 28695 MAY - DEC 2024 MTN LAKES PUBLIC LIBRARY	32,173.50	32,173.50
23992	4235 - NET2PHONE, INC.	PO 28267 2024 DEDICATED EFAX LINE - ACCT# 954962	32.67	32.67
23993	479 - NEW JERSEY HILLS MEDIA GROUP	PO 28458 ZBOA/PLANNING BRD - ACCT# 010902 - 2024	172.96	172.96
23994	1553 - NEW JERSEY NATURAL GAS	PO 29041 APR - MAY 2024 SERVICE	1,052.70	1,052.70
23995	4356 - NEW JERSEY STATE LEAGUE OF MUNICIPA	PO 28963 ADMIN: ARTEMIS TRAINING WEBINAR	135.00	135.00
23996	2595 - NO JERSEY MUNICIPAL EMPLOYEE BENEFITS FU	PO 28815 2024 DENTAL PREMIUMS - GROUP 1624 - MAY	2,668.00	2,668.00
23997	4320 - OTIS ELEVATOR COMPANY	PO 25284 BH: FURNISHING/INSTALLATION OF HYDRAULIC	10,700.00	10,700.00
23998	4567 - PARAGON INTEGRATED SERVICES GROUP, LLC	PO 28919 2024 HYDRO RAKING - RESO# 104-24	76,229.40	76,229.40
23999	3113 - PHILLIPS PREISS GRIGIEL LEHENY HUGH	PO 27551 PROFESSIONAL SERVICES FOR ORDINANCE REVI	257.50	
		PO 29020 LEGAL: CONDITIONAL USE ORDINANCE	1,805.00	
		PO 29029 PROFESSIONAL SERVICES FOR ZONING ORDINAN	1,732.50	3,795.00
24000	1714 - POWER PLACE, INC.	PO 28851 DPW - EQUIPMENT REPAIR - BLANKET	56.64	56.64
24001	3028 - REINER GROUP, INC	PO 28934 DPW - BUILDING MAINTENANCE	695.00	695.00
24002	4141 - RESERVE ACCOUNT - PITNEY BOWES	PO 29025 PFOA MAILING POSTAGE	960.00	960.00
24003	4546 - SCHUMACHER CHEVROLET OF DENVILLE	PO 28913 POLICE: VEHICLE REPAIR - 25I TAHOE	58.90	58.90
24004	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 28938 ADMIN: ORDER# 7631735606	1,086.68	1,086.68
24005	3944 - STEVEN M. GLUCK	PO 29021 CONSTRUCTION: REIMBURSEMENT - CONFERNECE	814.72	814.72
24006	1943 - STRUCTURAL STONE CO., INC.	PO 28998 BORO HALL PROJECT SUPPLIES	575.80	575.80
24007	1981 - SUBURBAN DISPOSAL, INC	PO 28996 SOLID WASTE / RECYCLING COLLECTION - APR	70,116.66	70,116.66
24008	4541 - SUSAN POST	PO 29023 REIMBURSMENT - RUTGERS CLASS	125.96	125.96
24009	4475 - THE HON COMPANY, LLC	PO 28683 BH: RENOVATION - FURNITURE	1,300.17	1,300.17
24010	1343 - TILCON NY, INC	PO 28933 WATER OPERATING - DEPARTMENTAL SUPPLIES	1,374.99	

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 05/29/2024 For bills from 05/10/2024 to 05/21/2024

Check#	Vendor	Description	Payment	Check Total
		PO 28976 S & R - DEPARTMENT SUPPLIES - MCPCC CONT	1,413.11	
		PO 29019 WATER OPERATING - DEPARTMENTAL SUPPLIES	918.91	3,707.01
24011	2037 - TJ'S SPORTWIDE TROPHY & AWARDS, INC	PO 28857 COUNCIL ROOM PLAQUES	689.76	689.76
24012	1424 - TOWNSHIP OF MONTVILLE	PO 29000 ANIMAL CONTROL CHARGES - 2nd QTR 2024	3,053.54	3,053.54
24013	1536 - TREAS, STATE OF NJ - D.O.H.	PO 29042 APRIL 2024 DOG LICENSE FEES	4.20	4.20
24014	2884 - TREASURER, STATE OF NJ	PO 29045 2024 - MUNICIPAL BLDG- REG. #1425-00119-	182.00	182.00
24015	2801 - TREE KING, INC	PO 28863 S & R - TREE REMOVAL	3,050.00	3,050.00
24016	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 28700 2024 SEWER MAINTENANCE CHARGES - APR - D	39,460.12	39,460.12
24017	2977 - UGI ENERGY SERVICES, INC.	PO 29040 CUST# J0001077, 1078, 1079 - MOUNTAIN LA	182.28	182.28
24018	4481 - VERIZON	PO 28816 DFW: 2024 INTERNET SERVICES ACCT# 457-15	28.71	
		PO 28816 DFW: 2024 INTERNET SERVICES ACCT# 457-15	41.58	
		PO 28816 DFW: 2024 INTERNET SERVICES ACCT# 457-15	28.71	99.00
24019	4480 - VERIZON	PO 28831 BORO: 2024 INTERNET SERVICES: ACCT 357-1	192.03	192.03
24020	2135 - VERIZON WIRELESS	PO 29003 ACCT# 882388054-00001 / APR 05 - MAY 04	664.73	664.73
24021	4177 - WEINER LAW GROUP, LLP	PO 28992 APRIL 2024 PROFESSIONAL SERVICES - PB	600.00	600.00
24022	152 - WHITE CAP, LP	PO 28838 BH: RENOVATIONS - MISC SUPPLIES	562.83	
		PO 29018 BH: RENOVATIONS - MISC SUPPLIES	85.69	648.52
TOTAL				407,763.35

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	2,045.03			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	235.60			
01-201-20-130-020	FINANCE - OTHER EXPENSES	185.10			
01-201-20-140-020	COMPUTER SERVICES	192.03			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	3,843.50			
01-201-20-165-020	ENGINEERING SERVICES	2,252.10			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	778.78			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	86.48			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	973.22			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	2,668.00			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	25.00			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	6,541.80			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	86,497.85			
01-201-26-306-020	Recycling Tax	398.34			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	888.28			
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	934.99			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	78,534.40			
01-201-29-390-020	AID TO PUBLIC LIBRARY	32,173.50			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	874.52			
01-201-31-436-020	ELECTRICITY - STREET LIGHTING	4,140.62			
01-201-31-437-020	NATURAL GAS	1,234.98			
01-201-31-440-020	TELECOMMUNICATIONS	1,720.57			
01-201-31-447-020	PETROLEUM PRODUCTS	2,288.28			
01-203-21-185-020	(2023) BD OF ADJUST - OTHER EXPENSES		257.50		
01-260-05-100	DUE TO CLEARING			0.00	229,770.47
TOTALS FOR	Current Fund	229,512.97	257.50	0.00	229,770.47
02-200-40-700-520	HIGHLANDS PLAN CONFORMANCE GRANT			3,825.00	
02-200-40-700-550	STORMWATER ASSISTANCE GRANT			2,518.46	
02-260-05-100	DUE TO CLEARING			0.00	6,343.46
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	6,343.46	6,343.46

04-215-55-982-000	2016 CAPITAL ORDINANCE 06-16			4,250.00	
04-215-55-985-000	2019 CAPITAL ORDINANCE 2-19			20,025.00	
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			13,905.17	
04-215-55-996-000	2023 CAPITAL ORDINANCE 8-23			1,450.60	
04-215-55-997-000	CAPITAL ORD. 12-23			69,558.00	
04-215-55-998-000	2023 CAPITAL ORD. 13-23 BORO HALL RENOV.			3,074.50	
04-215-55-999-000	2024 CAPITAL ORDINANCE 3-24			7,261.46	
04-260-05-100	DUE TO CLEARING			0.00	119,524.73

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
TOTALS FOR	General Capital	0.00	0.00	119,524.73	119,524.73
05-201-55-520-520	Water Operating - Other Expenses	9,347.46			
05-203-55-520-520	(2023) Water Operating - Other Expenses		4.09		
05-260-05-100	DUE TO CLEARING			0.00	9,351.55
TOTALS FOR	Water Operating	9,347.46	4.09	0.00	9,351.55
07-201-55-520-520	Sewer Operating - Other Expenses	39,715.40			
07-260-05-100	DUE TO CLEARING			0.00	39,715.40
TOTALS FOR	Sewer Operating	39,715.40	0.00	0.00	39,715.40
13-260-05-100	DUE TO CLEARING			0.00	3,057.74
13-286-56-000-000	RESERVE - ANIMAL LICENSE FUND			3,053.54	
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			4.20	
TOTALS FOR	Animal Trust	0.00	0.00	3,057.74	3,057.74

Total to be paid from Fund 01 Current Fund	229,770.47
Total to be paid from Fund 02 FEDERAL AND STATE GRANTS	6,343.46
Total to be paid from Fund 04 General Capital	119,524.73
Total to be paid from Fund 05 Water Operating	9,351.55
Total to be paid from Fund 07 Sewer Operating	39,715.40
Total to be paid from Fund 13 Animal Trust	3,057.74
	<u>407,763.35</u>

[Handwritten signature]

MA # 224167

**List of Bills - (1210101001001) PAYROLL AGENCY-CASH-PROVIDENT BANK
Payroll Agency Account**

Meeting Date: 05/29/2024 For bills from 05/10/2024 to 05/21/2024

Check#	Vendor	Description	Payment	Check Total
5065	1392 - MTN. LAKES POLICE ASSOCIATION	PO 28995 POLICE UNION DUES - MAY 2024	300.00	300.00
	TOTAL			300.00

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
12-101-01-001-001	PAYROLL AGENCY-CASH-PROVIDENT BANK			0.00	300.00
12-200-00-000-800	POLICE UNION DUES			300.00	
TOTALS FOR	Payroll Agency Account	0.00	0.00	300.00	300.00

Total to be paid from Fund 12 Payroll Agency Account

300.00

300.00

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

Meeting Date: 05/29/2024 For bills from 05/10/2024 to 05/21/2024

Check#	Vendor	Description	Payment	Check Total
5404	102 - ANDERSON & DENZLER ASSOC., INC	PO 28991 APRIL 2024 PROFESSIONAL SERVICES - ESCRO	1,476.80	1,476.80
5405	3113 - PHILLIPS PREISS GRYGIEL LEHENY HUGH	PO 29022 APRIL 2024 PROFESSIONAL SERVICES - ESCRO	120.00	120.00
5406	4177 - WEINER LAW GROUP, LLP	PO 28993 APRIL 2024 PROFESSIONAL SERVICES - PB	635.00	635.00
TOTAL				2,231.80

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	2,231.80
17-500-00-091-320	CORVELLI SERVICES LLC			1,187.80	
17-500-00-091-421	THE CRAIG SCHOOL			609.40	
17-500-00-091-422	DUSKO JOLDZIC			175.00	
17-500-00-091-423	KING OF KINGS LUTHERAN CHURCH			259.60	
TOTALS FOR	Developer's Escrow	0.00	0.00	2,231.80	2,231.80

Total to be paid from Fund 17 Developer's Escrow

2,231.80

2,231.80

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

RESOLUTION 112-24

“RESOLUTION AUTHORIZING THE FILING OF A TAX APPEAL COUNTERCLAIM AND AUTHORIZING THE TAX ASSESSOR AND BOROUGH ATTORNEY TO REPRESENT THE BOROUGH IN CONNECTION WITH THE APPEAL”

WHEREAS, the Tax Assessor has recommended that the Borough file a counterclaim to the tax appeal on the following property with the Tax Court for 2024 based on the property being under assessed:

15 Pointview Place

WHEREAS, the Council wishes to authorize the filing of the tax appeal.

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Tax Assessor and the Borough Attorney are hereby authorized to file the tax appeal as recommended by the Tax Assessor and to represent the Borough in this appeal.

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 May 29, 2024.

Cara Fox, Borough Clerk

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

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

RESOLUTION 113-24

“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GZA GEOENVIRONMENTAL, INC. FOR SOIL ENGINEERING SERVICES”

WHEREAS, there exists the need for on-site soils engineering for the Sunset Lake Dam project; and

WHEREAS, GZA GeoEnvironmental, Inc. has submitted a proposal dated April 18, 2024 indicating that soil engineering services will be provided for a fee not to exceed \$20,380; 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 GZA GeoEnvironmental, Inc. for professional engineering services for the Borough of Mountain Lakes as set forth in the attached contract, for an annual fee not to exceed \$20,380 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. 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 May 29, 2024.

Cara Fox, Borough Clerk

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

CERTIFICATION OF THE AVAILABILITY OF FUNDS

04-215-55-997-002 SUNSET LAKE DAM SECTION 20 COSTS \$20,380.00


Monica Goscicki, CFO

**Borough of Mountain Lakes
Contract Review Checklist**

Vendor / Professional: GZA

Service Provided: Sunset Lam Dam Project Soil Engineering Services

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?	N/A	n/a
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	N/A	✓
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	N/A	n/a
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:** 5/16/24

Verified by: [Signature] **Date:** 5/23/24



Known for excellence,
Built on trust.

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
MANAGEMENT

27 Worlds Fair Drive
Somerset, NJ
08873
T: 732-356-3400
www.gza.com



April 18, 2024
File No. 26.0092973.00

Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, New Jersey 07046

Attention: Mitchell Stern
Borough Manager

Proposal
On-Site Engineering Services
Proposed Sunset Lake Dam Modifications
Borough of Mountain Lakes, Morris County, New Jersey
Borough of Mountain Lakes

Introduction

At your request, GZA GeoEnvironmental, Inc. (GZA) is pleased to submit this proposal for additional on-site soils engineering services (OSSES) required to complete the modifications to the existing Sunset Lake Dam in Mountain Lakes, New Jersey.

Discussion

GZA is currently under contract (per proposal number 26.P000145.24 dated May 23, 2023) to provide on-site engineering services for the modification to Sunset Lake Dam. The time for completing the work is exceeding the initial construction schedule, and as a result, the actual fee to complete the work will be in excess of our initial estimate. Our authorized scope will remain the same as the original contract and continue to include observing the placement of controlled compacted fill and backfill within the dam embankment areas and the performance of field density tests to gauge the degree of compaction being achieved by the contractor. Our field representatives will continue to be supervised by a Professional Engineer from our office who is licensed in the State of New Jersey.

Fee

Our fee will continue to be billed on a time and expense (T&E) and in accordance with the prior agreed upon Schedule of Fees, which is attached. The scope and duration of the remaining work will be directly dependent upon the contractor's rate of progress, over which we have no control. The contractor has indicated to GZA that two weeks would be required to complete the work. However, based on our observation of



current progress and weather, we estimate three to four weeks to complete the work. Therefore, we believe the following to be a reasonable approximation of our fee to complete the work. GZA will only invoice the Borough of Mountain Lakes for time required to complete the work and not the full estimate if work is completed prior to our estimated time to complete the work.

Item	Unit Price	Approximate Unit	Estimated Amount
GZA Field Representative	\$840/day ⁽¹⁾	15 - 20 days	\$12,600 — \$16,800
Travel Expenses	\$50/trip	15 — 20 trips	\$750 - \$1000
Office Supervision and Project Management	\$370/wk.	3 - 4 weeks	\$1,110 - \$1,480
Final Report	\$2,500/report	1 report	\$2,500
Estimated Total:			\$15,285 - \$20,380

(1) includes all field testing services

Conditions

All terms and conditions of our contract will be in accordance with our signed agreement dated August 29, 2023, and copies of our Schedule of Fees and Terms and Conditions for Professional Services are attached. During the course of the work, we would provide Worker's Compensation Insurance as required by law and Bodily Injury and Property Damage Insurance.

Please contact us if you have any questions regarding this proposal.

Respectfully submitted,

GZA GeoEnvironmental, Inc.

Christopher P. Tansey, P.E.
Associate Principal

Andrew Rizk, P.E.
Associate Principal

OPP:CPT/op

(1 copy submitted via e-mail)

Attachment - Schedule of Fees and Terms and Conditions for Professional Services



ACCEPTED – BOROUGH OF MOUNTAIN LAKES

For: _____
(Type or Print Name of Payer)

By: _____
(Type or Print Name of Authorized Representative)

Title: _____

Signature: _____

Date: _____



SCHEDULE OF FEES GZA GeoEnvironmental, Inc.

<u>LABOR</u>	<u>Per Hour</u>
Principal	\$295.00
Senior Project Manager	\$240.00
Project Manager	\$215.00
Assistant Project Manager/Senior Staff	\$185.00
Staff Engineers/Scientists	\$145.00
Senior Field Engineers/Geologists	\$115.00**
Field Engineers/Scientists	\$105.00**
Laboratory Director/Reviewer	\$110.00
Laboratory and Equipment Technicians	\$ 85.00
Drafting CADD Operator	\$ 85.00
Administrative Assistant	\$ 80.00
Outside Services and Subcontractors	Cost Plus 15%

A rate of \$390.00 will be charged for time spent by a Principal of the firm in providing and/or directly preparing to provide testimony for litigation, arbitration or mediation.

**Unless otherwise specified in GZA's proposal, all field engineering work on Saturday, Sunday and legal holidays, or overtime beyond eight hours on-site on a normal work day, will be charged at 1.5 times the posted rates.

The above rates for technical and support personnel will be charged for actual time worked on the project, plus time when at the site for less than an 8-hour work day. For work requiring out-of-town overnight stay, the minimum charge for work on the project will be eight (8) hours per day.

The above-listed rates are valid for the calendar year in which the work is performed. GZA reserves the right to modify this rate schedule on an annual basis to reflect changes in employee compensation and Client acknowledges that labor rates may change during the execution of this project.

EQUIPMENT CHARGES

Expenses incurred for equipment, supplies and facilities furnished by GZA are charged to the client in accordance with the terms of the Agreement for Consulting Services.

REIMBURSABLE EXPENSES

Expenses incurred for services, equipment, and facilities not furnished by GZA are charged to the Client at cost plus 15 percent. Automobile travel is charged at the rate authorized by the Internal Revenue Service. Incidental expenses incurred for the specific benefit of the Client are also reimbursable. Other reimbursable expenses include:

- Rental of specialized field or monitoring equipment and vehicle charges based on standard unit prices
- Transportation, lodging and subsistence for out-of-town travel
- Printing, reproduction, plotting, and wide-format scanning
- Mail and shipping charges



SCHEDULE OF FEES

GZA GeoEnvironmental, Inc.

INVOICES

GZA will submit invoices periodically and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice any time your payment is overdue on this or any other project.

BUDGETS

The Budget contained within GZA's Proposal represents our estimate of the work involved. Actual charges can vary either upward or downward depending upon many factors. GZA considers a substantial budget variance to be 15% and we will not exceed this variance without notifying Client.

RETAINER

Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2023 by GZA GeoEnvironmental, Inc.

Client ("You"): Borough of Mountain Lakes

Proposal No: 26.P000145.24

Site: Mountain Lakes, NJ

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.
2. **Standard of Care; Warranties.**
 - a. GZA will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality.
 - b. EXCEPT AS SET FORTH IN SUBSECTIONS 2a ABOVE, NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.
 - c. GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
3. **Payment.**
 - a. Except as otherwise stated in the Proposal, you will compensate GZA for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b. Any retainer specified in GZA's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
 - c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction).
4. **Your Responsibilities.**
 - a. Except as otherwise agreed in writing, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
 - b. If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, you and GZA and its officers, directors, members, partners, agents, employees, and subconsultants (the "GZA Indemnitees"), for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
 - c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly (but in any event prior to the commencement of the Services) notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.
5. **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the GZA Indemnitees for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. Although GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
6. **Underground Facilities.** GZA's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
 - (i) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
 - (ii) that are not correctly marked by the appropriate utility.



- 7. Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA. YOU SHALL INDEMNIFY AND HOLD HARMLESS THE GZA INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY GZA AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.**
- 8. Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 9. GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers,, or Certified Industrial Hygienists collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of GZA or other contractor/consultant(s), which audit may require additional Services, even though GZA and such GZA Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate GZA for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 10. Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the GZA Indemnitees harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of any Wastes.
- 11. Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 12. Changed Conditions.**
- You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the initial Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
 - If no agreement can be reached, GZA will be entitled to terminate the Services and to be equitably compensated for the Services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
- 13. Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 14. Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.
- 15. Confidentiality; Subpoenas.** Information about this Agreement and GZA's Services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be



considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order.

16. Insurance. During performance of the Services, GZA will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.

17. Indemnification. You agree to hold harmless, indemnify, and defend the GZA indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by GZA's negligence or willful misconduct.

18. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless written notice of such claim is received by GZA within one year of substantial completion of the Services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages.
- e. GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and GZA waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. The you or GZA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

19. Disputes.

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and GZA sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and GZA may immediately file suit to enforce the terms of this Agreement.

20. Miscellaneous.

- a. This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the Commonwealth of Massachusetts, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against GZA unless specifically approved in writing by a Principal of GZA.
- d. Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of GZA.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
- k. Any reports generated by GZA will be subject to GZA's standard report limitations for that particular type of report.

21. Asbestos Abatement Services (If Applicable). If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.

- a. You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. GZA therefore cannot guaranty specific results such as the identification or removal of all asbestos or other contamination.



22. **Microbial Services (If Applicable).** If the Services include microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a. You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores, grows very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which GZA has neither control or responsibility, GZA cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
 - b. You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. GZA therefore cannot guaranty specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
 - c. You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite GZA's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against GZA provided GZA followed all applicable laws and regulations pertaining to the Work.
 - d. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
 - e. You further agree that where GZA shall performs Services intended to minimize the risk of Microbial infestations, GZA shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot and you agree to waive any Microbial infestation claim(s) against GZA, and you agree to indemnify, defend and hold the GZA Indemnitees harmless from any claim alleging that GZA's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from re-occurring.

**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 GZA GEOTECHNICAL INC., 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 April 18, 2024 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 \$ 20,330.
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

By: _____

Date

WITNESS ATTEST:
CONTRACTOR

By: Nancy Connors

8-19-24
Date

BOROUGH OF MOUNTAIN LAKES
IN THE COUNTY OF MORRIS

By: _____

(SEAL)

CONTRACTOR

By: Michael P. [Signature]



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT by and between the Borough of Mountain Lakes (hereinafter referred to as "Borough"), a Municipal Corporation of the State of New Jersey and CGP&H LLC, 1249 South River Road, Suite 301, Cranbury, NJ 08512 (hereinafter referred to as "CGP&H"); and

WHEREAS, both the Borough and CGP&H desire to set forth the various duties, terms and responsibilities of the parties hereto;

WHEREAS, the Borough Council hereby desires to approve of this Contract that was presented for the provision of said services.

WITNESSETH, that the parties hereto, for and in consideration of the mutual agreements herein contained, promise and agree as follows:

1. The term of the Agreement shall become effective as of the 1st day of January, 2024 for a period of twelve (12) months terminating at the close of business on the 31st day of December, 2024. The Agreement may be terminated by either party, by giving one (1) month advanced written notice to the other.
2. CGP&H shall furnish all equipment and materials and shall perform the services set forth in Schedule A, Scope of Services and Compensation. Compensation will be provided as in this Agreement and as awarded in accordance with Compensation Schedule in strict accordance with the contract as the word "contract" is hereinafter defined and in accordance with all other terms and provisions.
3. The "contract" shall consist of the following:
 - a. This Agreement and all Schedules annexed thereto.
 - b. Resolution of appointment made by the Mayor and Borough Council.
 - c. All other terms required by law to be inserted in this contract, whether actually inserted or not.

- d. The Affirmative Action Requirements annexed hereto, applicable to this contract, as Schedule B.
4. CGP&H hereby represents to the Borough that CGP&H is qualified to fulfill the position set forth herein with applicable requirements. CGP&H further represents that CGP&H is familiar with all applicable statutes, laws, regulations, procedures and requirements in connection with this appointment.
5. CGP&H hereby agrees to perform the services set forth under the Scope of Services and Compensation, Schedule A, for the Borough of Mountain Lakes during the period set forth herein above.
6. CGP&H shall not assign this contract or any of its rights or monies due hereunder without the previous written consent of the Borough of Mountain Lakes as evidenced by a duly adopted Resolution.
7. CGP&H represents that they currently have professional liability insurance in a minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and that they shall supply a certificate to the Borough showing said coverage. CGP&H further covenants and agrees to protect, keep and hold the Borough of Mountain Lakes harmless against any and all actions, claims or demands for damages, which may be caused by the negligent error, act or omission of CGP&H or by the improper performance of the contract.
8. Payment to CGP&H shall be made in strict accordance with the terms of this contract. It is understood and agreed that in the event CGP&H is required to perform services that are not contemplated and are not within the subject matter of this contract and are extraordinary and are of a kind which would not ordinarily be performed in the normal course of providing services, that CGP&H shall be paid additional sums of money based upon change orders duly approved by Resolution of the Borough of Mountain Lakes Council.

AND IT IS FURTHER UNDERSTOOD AND AGREED that the covenants, conditions and agreements herein contained are binding of the parties hereto, their successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused their presents to be signed by the respective authorized officers and the proper corporate and/or municipal seals affixed hereto, the date and year first written above.

WITNESS:

BOROUGH OF MOUNTAIN LAKES

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

WITNESS:

CGP&H, LLC

NAME: _____

NAME: Randall Gottesman, PP

TITLE: _____

TITLE: President

DATE: _____

SCHEDULE A: SCOPE OF SERVICES AND COMPENSATION

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	\$11,500 + resales
ACCESSORY APARTMENT PROGRAM SERVICES	\$7,000
TOTAL CONTRACT NOT-TO-EXCEED	\$18,500

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 \$100 per month for a total of \$1,200 per year.
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 \$11,500 plus resales

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 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.
---	--

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.

SCHEDULE B

N.J.S.A. 10-5-31 et seq., (N.J.A.C. 17-27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

GOODS PROFESSIONAL SERVICES AND GENERAL SERVICE CONTRACTS

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

- a. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, 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, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- b. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.
- c. 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.
- d. The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to **N.J.S.A. 10:5-31 et seq.** as amended and supplemented from time to time and the American with Disabilities Act.
- e. 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:-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.

- f. The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- g. 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.
- h. In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions
- i. 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
- j. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance and EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C.17:27.**

COMPANY CGP&H, LLC

SIGNATURE _____

TITLE PRESIDENT

DATE _____



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
MAY 13, 2024
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

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 4, 2024 and posted in the municipal building.

Mayor Sheikh called the meeting to order at 7:01p.m.

ROLL CALL ATTENDANCE

Roll Call	Present	Absent		Present	Absent
Cannon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Richter	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Korman	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Barnett	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Menard	<input type="checkbox"/>	<input checked="" 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

Police Chief Bennett made a statement regarding the School Resource Officer position (attached).

Councilmember Muilenburg announced that today was "Council Goes to Briarcliff" and recognized the children for their engaged participation.

SPECIAL PRESENTATIONS

Swearing In of New Police Officer

Borough Clerk Fox administered the oath of office to new Borough Police Officer Samuel Pierre.

REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

There were no reports.

BOROUGH COUNCIL DISCUSSION ITEMS

First Quarter 2024 Current Budget Report; First Quarter 2024 Water Budget Report & First Quarter 2024 Sewer Budget Report; Trust Balances; Capital Account Balances

Chief Financial Officer Monica Goscicki provided a detailed memo of the first quarter current fund budget, first quarter water and sewer budgets, trust balances and capital account balances. Borough Manager Stern advised that the reports were thoroughly reviewed by the Finance Advisory Committee. The Council asked questions of Borough Manager Stern and he answered them.

PUBLIC COMMENT

Mayor Sheikh opened the meeting to the public.

Helen Schultz – expressed concern with the reassignment of the Police School Resource Officer (SRO) and requested to be part of future discussions.

Jake Wolf, Christine Wolf, Christine Dwyer, and Jeanine Scura - expressed support of keeping SRO Gil Benitez in the schools and requested better communication regarding the SRO.

Kristen Ballinger questioned if the reassignment of the SRO was a manpower issue or a funding issue.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
MAY 13, 2024
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

Liz Festa expressed concern over the reassignment of the SRO and questioned if the Borough was going to hire additional police officers to be able to staff the SRO position.

Helen Penicnak questioned when patrol officers would be present in the schools.

Mayor Sheikh, Deputy Mayor Barnett, Police Chief Bennett, Councilmember Muilenburg, Councilmember Cannon, and Councilmember Richter responded to the public's comment.

Chief Bennett advised the following: an officer must be given 60 days' notice of any reassignment; patrol officers will be present in the schools starting tomorrow; the SRO position is not a required police position; schools have security guidelines that must be followed.

ATTORNEY'S REPORT

Mr. Oostdyk reported the following:

The 2023 tax appeal filing deadline was May 1. The Borough had four County Tax Board appeals, one of which was Verizon which will affirm to the Tax Court with the earlier years. The Borough is scheduled for County Board hearings on May 29th.

The Borough had ten new tax appeals at the State Tax Court. Of those ten, seven are repeats of earlier appeals, which were resolved, and the taxpayers have opted to file again for 2024, one was filed just to memorialize an earlier agreement, and two are new appeals of property which were not the subject of any recent appeals.

Prior to 2024, the Borough had 13 existing unresolved tax appeals which were appealed again for 2024. Other than the Verizon appeal none have open appeals for years prior to 2022.

The Borough has one appeal which has been under appeal since 2022. The Borough Tax Assessor believes that the property is assessed too low and has requested that the governing body authorize a counterappeal for the property located at 15 Point View Place. The property was inspected by the Assessor this past April and she believes an increase is warranted as a result of her inspection. Mr. Oostdyk requested that the Council adopt a resolution authorizing the counterclaim at the May 29th Council meeting and all Councilmembers were in favor.

Overall, the 2024 appeals do not present a significant exposure or budget issue.

The Council asked questions and Mr. Oostdyk answered them.

MANAGER'S REPORT

Borough Manager Stern provided his report (attached). Mr. Stern advised that Wawa was unable to secure high-speed superchargers. Wawa will be installing level two chargers in the next few months. The Council asked questions of Mr. Stern and he answered them.

RESOLUTIONS

There were no resolutions.

ORDINANCES TO INTRODUCE

There were no ordinances to introduce.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
MAY 13, 2024
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

ORDINANCES TO ADOPT

5-24, Amending Chapters 40 and 245 of the Revised General Ordinances of the Borough of Mountain Lakes and Establishing Conditional Use Standards for Churches and Schools

Public Hearing & Adoption of Ordinance 5-24 Tabled

Mayor Sheikh advised that the Mountain Lakes Board of Education is requesting that Ordinance be tabled / postponed until the May 29, 2024 Council meeting to allow time for the Board to review the ordinance with their attorney.

Motion made by Councilmember Cannon, second by Councilmember Richter to table the public hearing and adoption of Ordinance 5-24 until the May 29, 2024 Council meeting, with all members in favor signifying by "Aye".

***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. R105-24, Authorizing the Payment of Bills
- b. R106-24, Cancelling Remaining Balance of 2022 DOT Morris Ave. Section 4 Grant
- c. R107-24, Authorizing 2024 Municipal Employees' Salary
- d. R108-24, Authorizing Membership in the New Jersey State Firemen's Association
- e. R109-24, Appointing Qualified Purchasing Agent
- f. R110-24, Authorizing the Discretionary Award of a Contract for Garage Doors for the Department of Public Works Building to Durable Door in an Amount that May Exceed \$17,500 But Will Be Less than \$44,000

***APPROVAL OF MINUTES**

4/24/24 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

***Approval of the Consent Agenda**

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Menard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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"/>

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
- Tax Collector



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
MAY 13, 2024
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

COUNCIL REPORTS

Affordable Housing Committee – Mayor Sheikh reported that the meeting was postponed.

Planning Board – Mayor Sheikh reported that the board approved a sign application for Kings of Kings and reviewed Ordinance 5-24 and determined that it is consistent with the Borough's master plan.

Shade Tree Commission – Councilmember Cannon reported that member Lucas Stelling delivered a presentation on the presence of mushrooms on failing trees and that the commission discussed the following: how many seedlings were left over after the Trout Derby; the Garden Club's plant sale; Arbor Day; using the Shade Tree Trust Fund to combat invasives; using highlands fund to redo the trails.

Shade Tree Commission – Councilmember Cannon reported that the commission discussed the following: the Borough's pruning schedule; the Trout Derby; the Shade Tree Trust Fund proposal presentation.

Finance Advisory Committee (FAC) – Councilmember Richter reported that the Borough Auditor is scheduled to attend the June 12th meeting and that the committee discussed the first quarter reports.

Zoning Board – Councilmember Richter reported that an application for 19 East Shore Road was carried to the next meeting.

Green team – Deputy Mayor Barnett reported that the committee is working on Sustainable NJ action items to obtain silver certification.

Lakes Management Advisory Committee – Councilmember Richter reported the following: the Highlands Council Special Planner attended the meeting to discuss the impact of joining the Highlands Council and determine what projects the committee would want to include in the Highlands implementation plan; the Sunset Lake Dam project should be completed by the end of June; the committee discussed correcting the inconsistencies in the bathymetric survey report so the report can be finalized; algae growth on the lakes is being monitored and is not an issue at this time.

Health Commission – Councilmember Cannon reported the following: The Borough was in the process finalizing a shared services agreement with the Town of Dover to provide health services; however, Dover's Mayor / Administration became non-communicative and officially backed out of the agreement on May 3rd. The Borough is currently in discussion with two other Morris County communities. The Stigma Free Initiative Trail Walk Contest will launch on May 17th and run for a month. The contest entails taking a picture on one of the Borough trails and posting it on Instagram with the hashtag MLTrails24. All photos will be entered into a drawing for a chance to win prizes such as restaurant gift certificates. Complete contest information will be advertised via the Borough email blast, website, social media platforms. All Health Commission members completed an online training to help the Green Team renew its Sustainable New Jersey silver status.

Economic Development Advisory Committee – Councilmember Richter reported that in response to a proposal to open a cannabis dispensary at the former animal hospital on Route 46, the committee is reviewing whether the Borough should amend its ordinance to allow cannabis businesses.

PUBLIC COMMENT

Mayor Sheikh opened the meeting to the public.

Steve Castellucci – recognized the excellent job that School Resource Officer Gil Benitez has done and supports the Borough training other officers to be an SRO in the future.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
MAY 13, 2024
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

NEXT STEPS AND PRIORITIES

Mayor Sheikh reviewed the following next steps and priorities:

Next Step	Completed by	Completion date
Adopt Resolution to Authorize a Tax Counterappeal for 15 Point View Drive	Borough Council	5/29/24
Determine Time Period to Rescind Cannabis Legislation After Allowing It	Borough Attorney	
Email Council Current Cannabis Ordinance	Borough Attorney	

ADJOURNMENT at 8:45P.M.

Motion made by Councilmember Muilenburg, second by Councilmember Cannon to adjourn the meeting at 8:45p.m., with all members in favor signifying by "Aye".

Respectfully Submitted,

Cara Fox, Borough Clerk



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE MONTHLY ACTIVITY REPORT

APRIL 2024

ADMINISTRATIVE SUMMARY

Work continues on the remaining spaces in the renovated municipal building. Staff and the public are getting acclimated to the new surroundings and the functioning of the building. Both interior and exterior work will occur throughout the next few months.

Another phase of renovation projects for The Craig School has been submitted. Henderson Hall Annex, Henderson Hall and Wilson Hall all will have work done to update spaces and modernize systems.

Several residences in the borough are being renovated – most notably 24 Hillcrest Drive, 255 Morris Avenue and 60 Crane Road.

New regulations adopted April 1, 2024 will change some of the processes of the Construction Office. Work on the public portal continues which will allow online construction inspection requests. This ability will occur at the beginning of May 2024. Additional functionality of the portal will be added as those modules are completed.



Construction Permit Activity Report

4/1/2024 -> 4/30/2024

Summary

	Cost:	Count:			
New:	\$0.00	0	Cubic Footage:	0 Cu.ft	Permits Issued: 29
Addition:	\$0.00	0	Square Footage:	0 Sq.ft	Updates Issued: 4
Alteration:	\$554,471.00	33			
Demolition:	\$0.00	0			
Total:	\$554,471.00	33			

Permits	Count	Permit Fees	Admin Fees	Total	Inspections	Passed	Failed	Other
Building:	9	\$5,189.00	\$0.00	\$5,189.00	B 17	14 %82.4	2 %11.8	1 %5.9
Plumbing:	8	\$1,365.00	\$0.00	\$1,365.00	P 14	13 %92.9	1 %7.1	0 %0
Electrical:	23	\$2,540.00	\$0.00	\$2,540.00	E 38	23 %60.5	12 %31.6	3 %7.9
Fire:	4	\$590.00	\$0.00	\$590.00	F 7	7 %100	0 %0	0 %0
Elevator:	0	\$0.00	\$0.00	\$0.00	V 0	0 %0	0 %0	0 %0
Mechanical:	14	\$1,250.00	\$0.00	\$1,250.00	M 23	20 %87	1 %4.3	2 %8.7
	<u>58</u>	<u>\$10,934.00</u>	<u>\$0.00</u>	<u>\$10,934.00</u>		<u>77</u>	<u>16</u>	<u>6</u>
DCA Training:	0		0		(Note: Does not include result of none)			
DCA State:	27		995	\$0.00				
DCA Minimum:	5		5					
	<u>32</u>		<u>\$1,000</u>					

Variations	Total	Paid	Certificates	Issued Total	Paid Total
Building	0	0	CA 2	\$0.00	\$0.00
Plumbing	0	0	CCO 0	\$0.00	\$0.00
Electrical	0	0	CO 0	\$0.00	\$250.00
Fire	0	0	CC 0	\$0.00	\$0.00
Mechanical	0	0	TCO 0	\$0.00	\$0.00
Elevator	0	0	TCC 0	\$0.00	\$0.00
Total:	\$0.00	\$0.00	Total: 2	\$0.00	\$250.00

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

Permit Subcode Exempted (State) Fees			Permit Subcode Waived (Local) Fees		
	Record Count	Total Exempted		Record Count	Total Waived
Building	1	\$112	Building	0	\$0
Plumbing	0	\$0	Plumbing	0	\$0
Electrical	1	\$85	Electrical	0	\$0
Fire	0	\$0	Fire	0	\$0
Mechanical	0	\$0	Mechanical	0	\$0
Elevator	0	\$0	Elevator	0	\$0
Total:		\$197	Total:		\$0
	Record Count	Total Exempted	Violations	Fines	Paid
DCA Fees	1	\$56	Issued	0	\$0.00

Payments (Based on Payment Date)	
Permit (66)	\$12,212.00
NON-UCC (0)	\$0.00
Variation Payments	\$0.00
Penalty (0)	\$0.00
Inspection Payments	\$0.00
Ongoing Invoice	\$0.00
Test Payments	\$0.00
Other Payments	\$0.00
Grand Total	\$12,212.00



Mountain Lakes Borough
 400 BOULEVARD
 MOUNTAIN LAKES, NJ 07046

Building Summary Report Comparison

Building Summary between the dates of 4/1/2024 and 4/30/2024.

Permit Summary	4/1/2024-4/30/2024	4/1/2023-4/30/2023	Month Diff %	YTD	YTD last Year	YTD Diff %
Permits Issued:	29	24	20.8%	90	105	-14.3%
Updates Issued:	4	0	NA	9	12	-25%
Inspections Scheduled:	99	93	6.5%	401	432	-7.2%
Inspections Passed:	77	77	0%	315	342	-7.9%
Inspections Failed	16	12	33.3%	56	65	-13.8%
Certificates Of Occupancy Issued:	0	3	-100%	4	5	-20%
Certificates of Approval Issued:	2	9	-77.8%	63	59	6.8%
Cert Continuing Occupancy Issued:	0	0	NA	0	0	NA
Permit Payments Count:	66	48	37.5%	195	233	-16.3%
Fee Collected:	\$12,184	\$7,234	68.4%	\$65,813	\$47,569	38.4%
Fee Collected (Subcodes Only):	\$10,934	\$5,569	74.2%	\$59,376	\$42,290	35.9%
Violations	0	0	NA	2	8	-75%
Violation Payments	\$0.00	\$0.00	NA	\$0.00	\$1,250.00	-100%
Ongoing Location Payments	\$0.00	\$0.00	NA	\$0.00	\$0.00	NA
Ongoing Test Payments	\$0.00	\$0.00	NA	\$0.00	\$0.00	NA



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

PERIOD	2022 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	13,661.00	13,661.00		
FEBRUARY	6,934.00	20,595.00		
MARCH	13,951.00	34,546.00		
APRIL	8,038.00	42,584.00		
MAY	11,802.00	54,386.00		
JUNE	13,103.00	67,489.00		
JULY	15,811.00	83,300.00		
AUGUST	14,815.00	98,115.00		
SEPTEMBER	8,189.00	106,304.00		
OCTOBER	33,312.00	139,616.00	Wawa fees	26,104.00
NOVEMBER	5,991.00	145,607.00		
DECEMBER	8,991.00	154,598.00		

PERIOD	2023 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	6,040.00	6,040.00		
FEBRUARY	18,631.00	24,671.00		
MARCH	17,114.00	41,785.00		
APRIL	7,334.00	49,119.00		
MAY	11,092.00	60,211.00		
JUNE	12,920.00	73,131.00		
JULY	21,403.00	94,534.00		
AUGUST	7,709.00	102,243.00		
SEPTEMBER	5,562.00	107,805.00		
OCTOBER	5,309.00	113,114.00		
NOVEMBER	19,533.00	132,647.00		
DECEMBER	14,543.00	147,190.00		

PERIOD	2023 COLLECTED	YEAR TO DATE	COMMENTS	AMOUNT
JANUARY	23,174.00	23,174.00		
FEBRUARY	8,673.00	31,847.00		
MARCH	21,867.00	53,714.00	The Craig School	17,900.00
APRIL	12,212.00	65,926.00		
MAY				
JUNE				
JULY				
AUGUST				
SEPTEMBER				
OCTOBER				
NOVEMBER				
DECEMBER				

BOROUGH OF MOUNTAIN LAKES
Department of Public Works
Department Activity
April 2024

IN HOUSE

All regular work details including building maintenance, vehicle maintenance and repair, trash and recycling, trash bag delivery, street sweeping, lawn maintenance, leaf and brush disposal, daily maintenance.

DPW

- Road paving inspections
- Paving on Morris Avenue & Valley Road
- Spread 30 tons of soil, planted grass at Borough Hall
- Assisted the Garden Club with a gardening project at the library
- Assisted with hydro-raking spoils

WATER DEPARTMENT

- Ongoing meter repair/replacement
- Service repair on Briarcliff Road
- Water main repair on Morris Avenue

Recreation

- Assisted with Trout Derby

April 2024 Health Department Activity Report – Mountain Lakes

This April 2024 report identifies the activities of the Health Officer, Health Department, and staff and provides an overview of the various tasks completed by the department during the previous months. Additional supplemental reports from Environmental, Nursing, and Health Education are provided to detail those activities.

Health Education:

- April e-Newsletter distribution began on 3/28 Topics: Earth Month, Nutrition - Benefits of Eating Fruits and Vegetables, Communicable Disease - Mumps, Parkinson's disease resources; upcoming health screening and programs/ events.
- Developed May e-Newsletter Topics: Preeclampsia, Gluten, Hepatitis B, allergies and asthma resources; available in English & Spanish
- Developed chronic disease flyer on hypertension – English & Spanish
- Developed information flyer on meningococcal flyer

Vaccinations & Communicable Diseases:

- For April 2024, 85 immunization records/charts of childcare students with one (1) vaccine deficiency were noted.
- All immunization audits were concluded this month, with a grand 730 charts audited for the school year 2023-2024 in the Mountain Lakes District
- For the week ending April 20, 2024, the COVID-19 Community Activity Level Report based on hospitalizations for Morris County is low. The COVID-19 variant more predominant is JN.1 (Omicron) with an 80.2% of the cases in all New Jersey.
- The influenza data collection is conducted every month. For the week ending April 20, 2024 (MMWR Week 16) the Influenza surveillance activity level for New Jersey Northwest Region is Moderate. The influenza activity level is moderate statewide.

MOUNTAIN LAKES TOWNSHIP
HEALTH DISTRICT
Registered Environmental Health Specialist Monthly Activities
Report for

MUNICIPALITY: MOUNTAIN LAKES TOWNSHIP
DATE: MARCH 2024

1. Retail Food Establishments Plan Reviews

Establishment	Date	S/C/U	Risk Type	Inspected by
NONE				

2. Inspections / Re-inspections

Establishment	Risk Type	Inspection Type	S/C/U	Date of Inspection	Inspector
Paul's Diner	3	Re-Inspection	S	4/2/2024	JS
Mountain Lakes Country Day School	3	Routine	S	4/2/2024	JS
Billy's Ice Cream	2	Routine	S	4/2/2024	JS

KEY : Satisfactory/S
Conditional/C
Unsatisfactory/U
Risk Type – see end of report

3. Food Complaints and Conferrals

Establishment	Statement	Date
NONE		

4. General Inspections (Bathing Sites, Youth Camps, Kennels, Pet Shops)

Establishment	Category	Statement	S/C	Date
NONE				

5. Housing
Heat and Water Supply

Address	Statement	Status	Date
NONE			

6. Structural, Maintenance, and Other.

Address	Statement	Status	Date	Inspected By
NONE				

7. Property Maintenance
Structural, Vegetative overgrowth, Garbage, and Debris

Address	Statement	Status	Date
NONE			

8. Sanitary Complaints (Vermin, Noise, Odor, Pollution, Litter, etc.)

Address/ Inspector	Statement	Status	Date
NONE			

9. Lead Paint Inspections

Address	Statement	Status	Date
NONE			

10. Miscellaneous (Seminars, DEPE, reports, Meetings, Sampling, Court)

Activity	Explanation/Location	Date
Drop off Covid Test Kits	Morris County Provided Covid test kits. These were picked-up at the county and dropped-off at the Municipal Building by Stephania Mejia.	4/9/2024

Definitions as per N.J.A.C. 8:24, SANITATION IN RETAIL FOOD ESTABLISHMENTS AND FOOD AND BEVERAGE VENDING MACHINES:

Satisfactory – The establishment is found to be operating in substantial compliance with the Code and food service personnel have demonstrated that they are aware of and are practicing sanitation and food safety principles as outlined in the Code

Conditionally Satisfactory – At the time of the inspection the establishment was found not to be operating in substantial compliance with the Code and was in violation of one or more provisions of the Code. Due to the nature of these violations, a re-inspection shall be scheduled. The re-inspection shall be conducted at an unannounced time. A full inspection shall be conducted. Opportunity for re-inspection shall be offered within a reasonable time and shall be determined by the nature of the violation.

Unsatisfactory – Whenever a retail food establishment is operating in violation of this Code, with one or more violations that constitute gross insanitary or unsafe conditions, which pose an imminent health hazard, the health authority shall issue an unsatisfactory evaluation. The health authority shall immediately request the person in charge to voluntarily cease operation until it is shown on re-inspection that conditions which warrant an unsatisfactory evaluation no longer exists. The health authority shall institute necessary measures provided by law to assure that the establishment does not prepare or serve food until the establishment is reevaluated. These measures may include embargo, condemnation and injunctive relief.

Risk Type 1 Establishment – means any retail food establishment that:

1. Serves or sells only pre-packaged, non-potentially hazardous foods.
2. Prepares only non-potentially hazardous foods.
3. Heats only commercially processed, potentially hazardous foods for hot holding and does not cool potentially hazardous foods.

Such retail establishments may include, but are not limited to, convenience store operations, hot dog carts, and coffee shops.

Risk Type 2 Establishment – means any retail food establishment that:

1. Has a limited menu.
2. Prepares, cooks, and serves most products immediately.
3. Exercises hot and cold holding of potentially hazardous foods after preparation or cooking.

4. Limits the complex preparation of potentially hazardous foods, including the cooking, cooling, and reheating for hot holding, to two or fewer items.

Such retail establishments may include, but are not limited to, retail food store operations, schools that do not serve a highly susceptible population, and quick service operations, depending on the menu and preparation procedures.

Risk Type 3 Establishment – means any retail food establishment that:

1. Has an extensive menu, which requires the handling of raw ingredients; and is involved in complex preparation of menu items that includes the cooking, cooling, and reheating of at least three or more potentially hazardous foods.
2. Prepares and serves potentially hazardous foods including the extensive handling of raw ingredients; and whose primary service population is a highly susceptible population.

Such establishments may include, but are not limited, full service restaurants, diners, commissaries, and catering operations; or hospitals, nursing homes, and pre-schools preparing and serving potentially hazardous foods.

Risk Type 4 Establishment – means a retail food establishment that:

1. Conducts specialized processes such as smoking, curing, canning, bottling, acidification designed to control pathogen proliferation, or any reduced oxygen packaging intended for extended shelf-life where such activities may require the assistance of a trained food technologist.

Public Health Nursing Division

April 2024

Public Health Update

Adverse Effects Linked to Counterfeit or Mishandled Botulinum Toxin Injections

Date: April 23, 2024 **Public Health Message Type:** Advisory **Intended Audience:** All public health partners Healthcare providers Infection preventionists Local health departments

Key Points:

- The New Jersey Department of Health's (NJDOH) Communicable Disease Service (CDS) is collaborating with the Centers for Disease Control and Prevention (CDC), the U.S. Food and Drug Administration (FDA), and other authorities to investigate reports of adverse effects following botulinum toxin injections received from unlicensed or untrained individuals or in non-healthcare settings, such as homes and spas.
- As of April 18, 2024, 22 people from 11 states (including 1 from NJ) have reported adverse effects. No deaths have been reported.
- These events have been linked to improper procurement and administration of botulinum toxin. Botulinum toxin should only be administered by licensed providers using recommended doses of FDA-approved products preferably in a licensed or accredited healthcare setting.
- If clinical consultation supports systemic botulism, CDS will work with CDC to facilitate antitoxin release.
- When administered early in the course of illness, antitoxin can prevent illness progression and shorten duration.
- If antitoxin is authorized and administered, CDS will also help coordinate diagnostic testing at the CDC National Botulism Laboratory through the New Jersey Public Health and Environmental Laboratories (PHEL).

Action Items:

- Clinicians should consider the possibility of adverse effects from botulinum toxin injections, including those administered for cosmetic reasons, when patients present with signs and symptoms consistent with botulism.
- Clinicians should reach out to the Communicable Disease Service (CDS) at NJDOH immediately if clinical consultation supports systemic botulism.
- Clinicians should counsel patients who report using or being interested in using botulinum toxin about the risks of botulism and potential adverse events.
- Clinicians should encourage patients to receive injections only from licensed providers in licensed settings.
- Local Health Departments should collect clinical and epidemiological risk factors and immediately report suspect adult botulism cases to CDS.

Contact Information:

- Contact CDS at (609) 826-5964 during business hours and 609-392-2020 after hours.

Botulism is a rare, and sometimes fatal illness caused by botulinum toxin, which is produced by the bacterium *Clostridium botulinum* or related species. Initial botulism symptoms might include double or blurred vision, drooping eyelids, slurred speech, difficulty swallowing, dry mouth, and difficulty breathing. These symptoms are typically followed by a descending, symmetric muscle weakness that progresses over hours to days. Although rare, iatrogenic botulism can occur after cosmetic or therapeutic injections of botulinum toxin. CDC, FDA, and state health departments are investigating clusters of people reporting adverse effects after receiving botulinum toxin injections from unlicensed professionals and/or in non-traditional settings. As of April 18, 2024, 22 adverse effects have been reported in California, Colorado, Florida, Illinois, Kentucky, Nebraska, New Jersey, New York City, Tennessee, Texas, and Washington. Twenty (91%) patients reported receiving botulinum toxin injections for cosmetic purposes. Six of the 22 symptomatic people received treatment with botulism antitoxin, seven underwent botulinum toxin testing with six testing negative and one pending.

Recommendations for Clinicians

- Consider the possibility of adverse effects from botulinum toxin injections, including for cosmetic reasons, when patients present with signs and symptoms consistent with botulism near the injection site.
- If botulism is suspected, ask the patient about relevant exposures, including recent cosmetic procedures.
- Be aware of the symptom overlap between the presentation of localized adverse effects from injection of botulinum toxin and the early symptoms of botulism.
- If clinical consultation supports botulism, report the suspect case immediately to CDS, laboratory confirmation is not needed to begin consultation or treatment.

Recommendations for Laboratories

- While diagnostic testing for suspected botulism is done through the CDC National Botulism Laboratory by demonstrating the presence of botulinum toxin in serum through either mouse bioassay or mass spectrometry, testing will only be performed after CDS approval on suspect cases where antitoxin has been administered. Specimens must be submitted through PHEL to CDC for testing.

Recommendations for the Public

- Get injections only from licensed and trained professionals in licensed or accredited healthcare settings.
- If you are concerned that you or someone you know might have **symptoms of botulism**, including trouble swallowing or breathing, see your doctor or go immediately to the emergency room. Do not wait.
- Report suspected counterfeit botulinum toxin products to FDA at 800-551-3989 or through FDA’s **form for reporting suspected criminal activity**.
- Report harmful reactions related to the use of any medications, including suspected counterfeit medications, to FDA’s **MedWatch Safety Information and Adverse Event Reporting Program**.

References:

- CDC: **Harmful Reactions Linked to Counterfeit “Botox” or Mishandled Botulinum Toxin Injections**
- FDA: **Counterfeit Version of Botox Found in Multiple States**
- **Information for Health Professionals | CDC**
- **About Botulism | CDC**
- **Injection Safety | CDC**
- **Botulism | NJDOH**

Monthly Activities

Communicable Disease Reporting and Surveillance System (CDRSS) is checked, at minimum, twice daily to review for newly listed communicable diseases. Upon the listing of a new disease, investigation of

disease is initiated by Public Health Nurses (PHNs)/Communicable Disease Investigator.

NJLINCS checked daily. Health alerts and advisories are reviewed by all the Public Health Nursing Division. Health alerts, recalls, and specific health advisories are forwarded to the Health Educator for dissemination of information to the public if action is warranted as per NJLINCS.

Immunization Audits

Each year, starting in January, the Nursing Division conducts immunization audits in all the childcare centers and public/non-public schools located within the community. During the audit, each child's vaccine record is reviewed to ensure students have all the mandated vaccines as required per the New Jersey Department of Health (NJDOH).

For April 2024, 85 immunization records/charts of childcare students with one (1) vaccine deficiency were noted. If vaccine deficiencies are noted, childcare centers and schools will receive 30 days after the initial audit to correct vaccine deficiencies, at which time the PHNs will prepare findings of the immunization reports and submit them to NJDOH.

All immunization audits were concluded this month, with a grand 730 charts audited for the school year 2023-2024 in the Mountain Lakes District.

Screenings

No screenings held this month.

COVID Activities

The Health Department currently has COVID-19 vaccines available for adults and children. If a homebound person is in need of a COVID-19 vaccine, the Nursing Division will schedule and provide a homebound visit. The Department of Health currently has COVID-19 Moderna vaccine available.

For the week ending April 20, 2024, the COVID-19 Community Activity Level Report based on hospitalizations for Morris County is **low**. The COVID-19 variant more predominant is **JN.1 (Omicron)** with an 80.2% of the cases in all New Jersey.

Seasonal Flu Activities

The influenza data collection is conducted every month. For the week ending April 20, 2024 (MMWR Week 16) the Influenza surveillance activity level for New Jersey Northwest Region is **Moderate**. The influenza activity level is **moderate statewide**.

Vaccines and TB Control Program

No patients received vaccines from the weekly vaccine clinic at Bloomfield Health Department. No Mantoux tests were administered this month.

Childhood Lead Poisoning Prevention Program

No new cases reported for this month. Lead case management monitoring occurs twice daily at a minimum for jurisdiction within the NJDOH Lead Monitoring system.

Communicable Disease

The classifications for the cases listed below are based on the investigation conducted by the PHN and Communicable Disease Investigator, laboratory evaluation and NJDOH case definition. All investigation information is entered into CDRSS; NJDOH reads entries, comments on individual cases or will send PHN/ Communicable Disease Investigator email requesting more data. Once NJDOH is satisfied with investigation methods, the case is approved and closed.

Patient Status is based on pt s/s, lab result interpretation and NJDOH Case Definition, which is found in the NJDOH Communicable Disease Manual.

April 2024

<p>New Cases:</p> <ul style="list-style-type: none"> 1- Hepatitis B- Chronic – Probable 1- Hepatitis B- Not a case 1- Hepatitis C- Not a case 1- Influenza Type H1N1 – Confirmed 4- Influenza Type B - Confirmed 3- Sars-CoV2- COVID-19 - Confirmed 	<p>Ongoing Cases:</p> <p>None</p>
--	--

***No COVID-19 outbreak at Sunrise of Mountain Lakes. Bi-weekly monitoring through NJDOH Novisurvey.**

Respectfully submitted,
 Anamaría Valencia MD, MPH
 Communicable Disease Investigator Nursing Division- Bloomfield Health Department





Mountain Lakes Health Education Report
April 2024

Month's Health Topic

- April e-Newsletter distribution began on 3/28 Topics: Earth Month, Nutrition - Benefits of Eating Fruits and Vegetables, Communicable Disease - Mumps, Parkinson's disease resources; upcoming health screening and programs/ events, as well as information on county specific (Essex/ Morris) details regarding COVID-19 testing, registering for vaccines.

Committee Meetings

- Health Ed meetings 4/3, 4/15, 4/29
- NJPHA meeting 4/18

Programs in Planning

- No programs in planning

Programs Executed

- None executed in April

Continuing Education/ Other

- Developed May e-Newsletter Topics: Preeclampsia, gluten, hepatitis B, allergies and asthma resources, Completed Spanish translation of newsletter.
- Developed informational flyer on hypertension
- Developed meningococcal flyer
- Weekly Health Education Resources sent out 4/1, 4/12, 4/19 to Mountain Lakes contact



Shawn M. Bennett
CHIEF OF POLICE

Police Department

Borough of Mountain Lakes

400 Boulevard
Mountain Lakes, NJ 07046
(973) 334-1413 • Fax (973) 334-4123



Mountain Lakes Police Borough Council Monthly Report April 2024

- MLPD participated in the ML Trout Derby
- MLPD provided assistance with the annual Woods and Lakes Run
- Criminal Mischief: Graffiti on a patrol vehicle. Investigation ongoing.
- Eluding attempt on 4/15. Driver was apprehended.
- No confirmed attempted vehicle thefts or residential burglaries since the vehicle deployment program was initiated.
- MLPD did a phenomenal job managing the pro-Palestine protest at the Mansion. We could not have done such an effective job without support from the Morris County Prosecutors Office, Morris County Sheriffs Department, Morris County Law and Public Safety, NJ State Police Intelligence Unit, NJ OHSP, FBI, and all our surrounding local agencies.

Sincerely,

Chief Shawn Bennett

April

<u>Total Overtime</u>
<u>Hours Paid</u>
323.25

<u>Total</u>	<u>Total</u>	<u>% of Hrs Equating to</u>
<u>Vaca/Comp Hrs</u>	<u>Vaca/Comp/Personal/Bereave Hrs</u>	<u>OT</u>
249.5	136.5	54.71%

<u>Total Sick Time</u>	<u>Total Sick Time</u>	<u>% of Hrs Equating to</u>
<u>Hrs</u>	<u>Hrs Creating OT</u>	<u>OT</u>
120.5	120.5	100.00%

**** Operating with 10 Officers**

18 Hours for the Protest at the Mansion.

36 hours mandatory training

9.25 hours arrest and investigation

3 hours court

Time Used/Overtime by Month

	<u>Sick Time Hours</u>							<u>Vacation/Comp Hours/Pers Day/Bereave</u>							<u>Court Overtime</u>						<u>Department Overtime</u>								
	2018	2019	2020	2021	2022	2023	2024	2018	2019	2020	2021	2022	2023	2024	2018	2019	2020	2021	2022	2023	2024	2018	2019	2020	2021	2022	2023	2024	
Jan	216	79	588	324	36	264	10	15	14	0	42	48	224.5	165.5	\$158	\$0	\$154	\$0	\$0	\$0	\$0	\$0	\$4,159	\$4,348	\$9,570	\$7,154	\$6,557	\$14,494	\$6,937
Feb	252	86	444	266	68	48	56	104	220	111	189.5	252	171.5	163.75	\$0	\$210	\$258	\$0	\$0	\$0	\$0	\$4,927	\$2,138	\$4,789	\$21,810	\$4,939	\$15,797	\$12,240	
March	310	110	332	180	36	118	84	148.5	168	74.5	81	289	257.75	123	\$0	\$0	\$0	\$0	\$447	\$0	\$0	\$29,829	\$6,254	\$4,081	\$7,510	\$4,771	\$29,020	\$14,777	
April	0	106	456	240	94	222	120.5	250	265.5	0	226	333	215	249.5	\$0	\$422	\$0	\$263	\$0	\$0	\$164	\$12,146	\$27,385	\$3,930	\$12,820	\$10,392	\$18,838	\$31,123.53	
May	204	96	564	204	46	48		178	169	36	681	482	260.5		\$0	\$993	\$0	\$0	\$0	\$0		\$24,263	\$29,828	\$5,202	\$18,415	\$16,682	\$22,341		
June	130	106	540	312	140	69		208	254	194	727.5	385	198.5		\$193	\$0	\$0	\$0	\$161	\$0		\$21,572	\$32,632	\$21,692	\$25,194	\$12,050	\$37,501		
July	152	47	442	420	44	70		524	84.5	551	877	482	669.5		\$158	\$0	\$0	\$0	\$0	\$0		\$24,005	\$27,180	\$26,802	\$32,344	\$25,516	\$41,289		
August	94	246	312	168	104	90		682	748	708	792	541	459		\$193	\$0	\$0	\$263	\$0	\$0		\$18,754	\$34,709	\$22,125	\$30,577	\$28,933	\$30,293		
Sept	94	180	256	70	22	100		375.5	222.5	389	280	549.5	301		\$0	\$0	\$0	\$250	\$161	\$0		\$16,316	\$22,108	\$20,166	\$23,313	\$23,754	\$28,316		
Oct	106	154	314	48	120	68		208	216	292	204	502.5	251.5		\$0	\$0	\$0	\$0	\$161	\$0		\$14,514	\$15,865	\$17,041	\$34,942	\$25,878	\$27,517		
Nov	148	426	302	44	80	156		235.5	176	287	370	550.5	337.25		\$246	\$0	\$0	\$363	\$0	\$0		\$15,103	\$17,554	\$10,442	\$30,691	\$15,320	\$26,166		
Dec	254	600	424	206	104	168		346.5	144.5	376	265	642.5	366.5		\$0	\$0	\$0	\$0	\$0	\$0		\$20,920	\$21,126	\$25,206	\$22,102	\$15,766	\$26,057		
Total	1960	2236	4974	2482	894	1421	270.5	3275	2682	3018.5	4735	5057	3712.5	701.75	\$947	\$1,625	\$412	\$1,139	\$929	\$0	\$164	\$206,506	\$241,128	\$171,046	\$266,872	\$190,558	\$317,628	\$65,077	

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Officer Citation Report

From Date : 4/1/2024 To Date : 4/30/2024

Report Date : 5/23/2024 10:08 AM

Officers Name	Badge Number	Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
XX	XX	0	0	0	0	0	0	0	0
XX	XX	1	0	0	0	0	0	0	0
XX	XX	0	0	0	0	0	0	0	0
XX	XX	25	1	3	0	0	0	0	4
XX	XX	29	3	1	0	0	0	0	4
XX	XX	21	1	0	0	0	0	0	1
XX	XX	0	0	0	0	0	0	0	0
XX	XX	49	4	12	0	0	0	0	16
XX	XX	32	2	5	0	0	0	0	7
XX	XX	49	2	8	0	0	0	0	10
XX	XX	0	0	0	0	0	0	0	0
XX	XX	1	0	0	0	0	0	0	0
		Traffic Stops	Equipment	Moving	Radar	Parking	Ordinance	Warnings	Total
	Total:	207	13	29	0	0	0	0	42

MOUNTAIN LAKES BORO POLICE DEPARTMENT

Agency Activity Report

By CFS Classification

From Date: 4/1/2024 To Date: 4/30/2024

Report Date: 5/23/2024 10:11:22 AM

Classification code	Description	Total Events	0000-0800	0801-1600	1601-2359
0500	Burglary	1	0	0	1
0600	Theft	2	0	2	0
1100	Fraud	2	0	2	0
1300	Stolen Property	1	0	1	0
1400	Malicious Mischief	2	1	1	0
1800	Narcotics Drug Laws	1	0	1	0
2000	Family Offense	1	0	0	1
2400	Disorderly Conduct	7	2	2	3
2600	All Other Offenses	4	1	1	2
4000	Non Criminal Investigations	42	7	15	20
4100	Fire Related	11	2	3	6
5000	Lost Found Property	1	0	0	1
5010	Missing Persons	1	0	0	1
5500	Animal Complaints	11	1	5	5
6000	Traffic Accidents	5	0	2	3
6300	Traffic Enforcement	237	27	100	110
6500	Parking Enforcement	2	1	1	0
6600	Traffic Services	23	0	19	4
7000	Public Services	324	133	71	120
7500	Assist other Agency	42	3	31	8
8000	Warrants	1	1	0	0
8100	Warrants Other	1	0	1	0
9000	Administrative	558	217	136	205
	Total:	1280	396	394	490



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Recreation Department
April 2024

Recreation Commission

- Met via Zoom
- Reviewed Director's report
- Discussed and set a date for July races – boat and swim – Sat, July 13, time TBD

Recreation Director

- Continue planning "100-year celebration as a municipality" events.
- Summer Camp Registration, few more registrations:
 - Slowly working on waitlist and increasing capacity, if possible.
- Continue planning for Summer Camp and Teen Adventure.
 - Booking presenters
 - Ordering supplies
 - Creating staff manual and emergency procedures
- Over 70 interviews for Summer Camp Staff were conducted in the month of April.
 - There are over 50 Camp Counselor applicants for about 15 positions.
 - There are 16 CIT applicants, after interviews, I'll see where all the scheduled line-up and see what weekly offers will be made.
- New Tennis Court Windscreens and 4 benches have been installed.
- The Commemorative Bench Program is in the final stages for proposal to Council. The program was developed by DPW Subcommittee and will be managed by Recreation Director.
- Booking bands for summer concert series. So far, The Tourne (formerly The Tourne Boys), Denville String Band, Alex Laurenzi and Friends Jazz Trio, and Brother Wisdom are booked.
- Continue to investigate keyless locks for beach bathrooms – I'm looking into installing programmable keyless locks to the beach bathrooms to eliminate the need to pick-up keys at Borough Hall. Each rental will receive a code to open the bathrooms and will be changed for each rental.
- New applicants for Rack and Rings opened April 3 with a total of 101 responses through April.
 - Available spots per location after renewal period
 - Big Dam Rack 4; SUP 17, Ring N/A
 - Birchwood Rack 17
 - Island Beach Rack 5; SUP 6; Kid Kayak 14; SUP 9
 - Midvale Boat Dock Rack 8; SUP 8; Ring 8
 - Wildwood Rack 12

- Developing a volunteer management plan to keep track of fingerprint reports, procedure if fingerprints come back with an offense, volunteer database by sport and/or last name, and possible application process.
- Trout Stocking on Fri, Apr 19 has over 200 people participate in helping transfer 600 trout into Birchwood Lake for the derby.
- Trout Derby on Sat, Apr 20 had about 125 people. Kids of all ages enjoyed the excellent fishing conditions. Thank you to the Trout Derby Committee for their coordination and efforts, as well as the Mountain Lakes PBA for their donation, which goes to the prizes.
 - New this year, we used the Clover point of sale system to accept registrations and donations. This enabled participants to pay via credit card and Apple Pay.
- Preparation for beach opening has started. Inspection is expected to be towards the middle of May.

Upcoming Events

- Thurs, June 20 – Community Concerts and Ice Cream Social – Jam Cats will perform for young children and families from 5:30-6:30pm, Denville String Band will perform at 7pm. First 100 residents will receive a free ice cream to celebrate our 100th as a municipality

Monthly Meetings

- Recreation Commission
- HUB Lakes
- DPW Subcommittee

Ongoing tasks

- Manage facility requests from residents.
- Oversee and support sports programs with school facility requests and supply purchases, if needed.
- Weekly eblast
- Social Media posts
- Update the Borough website
- Manage Borough Hall room reservation calendar for conference rooms and Chambers.

Recent Administrative Tasks

- Bulk Mail process and procedure
- Facility inspections for MEL
- Risk Management Quarterly Report submitted April 15