



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES  
HELD AT THE BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046  
JUNE 10, 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**
    - a. Woodlands Committee Update & Red Trail Renovation Project Proposal
  - 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**
  - 13) ORDINANCES TO INTRODUCE**
    - a. 9-24, Amending the Revised General Ordinances of the Borough of Mountain Lakes and Requiring the Registration of Foreclosing Mortgaged Property and Vacant Property
  - 14) ORDINANCES TO ADOPT**
    - 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

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  - 15) \*CONSENT AGENDA ITEMS**  
*Matters listed as Consent Agenda Items are considered routine and will be enacted by one motion of the Council and one roll call vote. There will be no separate discussion of these items unless a Council member requests an item be removed for consideration.*
- \*RESOLUTIONS**
- a. R117-24, Authorizing the Payment of Bills

- b. *R118-24, Authorizing the Refund of Overpayment of Taxes*
- c. *R119-24, Authorizing Membership in the Mountain Lakes Volunteer Fire Department*
- d. *R120-24, Enter into a Shared Services Agreement Between Mount Olive Township and the Borough of Mountain Lakes for Public Health Services*
- e. *R121-24, Authorizing the Award of Contract for Powerville Road Improvement Project*
- f. *R122-24, Authorizing a Professional Services Agreement for Engineering Services Between the Borough of Mountain Lakes and Dewberry Engineers, Inc."*
- g. *R123-24, Amending Resolution 113-24 Authorizing a Professional Services Agreement with GZA Geoenvironmental, Inc. for Soil Engineering Services and Correcting the Contract Amount to \$30,570.00*
- h. *R124-24, Refund Overpayment of Taxes for Totally Disabled Veteran (Collins, 54 Cobb Road, Block 59 Lot 44)"*
- i. *R125-24, Authorizing Approval to Submit Grant Application and Execute Grant Contract with the New Jersey Department of Transportation for the Briarcliff Road Resurfacing Project*

**\*APPROVAL OF MINUTES**

*5/29/24 (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**

| Pocket Park                             | Responsibility | Approximate number (up to 25, +25 thereafter) of trees (>6" in diameter at 4' above the ground) | Description of dead trees that should be practically felled for safety (near perimeter, path or private property for example) | Description of any waste material in the park | Any obvious access and/or paths (brief description)                                 | Visual accessibility from public property                             | Status of understorey vegetation (clear, healthy, overgrown, impenetrable) and any comments | Invasive vegation situation                           | Pocket park worthy of Woodland's attention (yes/no) |  |  |
|---|----------------|---|---|---|---|---|---|---|---|--|--|
| <a href="#">000 INTERVALE RD</a>        | Allison        | 25+   | Yes, 20 and 60 yards from Intervale Road  | none  | Yes, path off Intervale Road to Woodland Road                                       | Yes, soccer field, road and trail access                              | Healthy   | Some  | Yes   |  |  |
| <a href="#">000 MORRIS AVE</a>          | Allison        | 20-25   | No, but 2 trees close to the road may need to be removed  | Some dumping                                  | No  | Road  | Healthy   | Some  | no  |  |  |
| <a href="#">000 OGDEN RD</a>            | Allison        | 25+   | none  | Some dumping                                  | No  | Road  | Clear - Healthy   | None  | no  |  |  |
| <a href="#">000 OGDEN RD</a>            | Allison        | 25+   | none  | Some dumping                                  | No  | Road  | Clear - Healthy   | None  | no  |  |  |
| <a href="#">000 OGDEN RD @ TWR HILL</a> | Allison        | 25+   | none  | Some dumping                                  | No  | Road  | Clear - Healthy   | None  | no  |  |  |
| <a href="#">000 POLLARD RD</a>          | Allison        | 10-Jun  | none  | none  | No  | Road  | Overgrown - Healthy   | Yes   | no  |  |  |
| <a href="#">000 SCARBOROUGH RD</a>      | Allison        | 25+   | none  | Yes   | No  | Road  | Overgrown   | Yes   | no  |  |  |
| <a href="#">001 LOOKOUT RD</a>          | Allison        | 25_   | none  | none  | No  | Road  | Healthy   | Some  | no  |  |  |
| <a href="#">001 MELROSE RD</a>          | Allison        | 25+   | none  | none  | No  | Road  | healthy - overgrown   | Yes   | no  |  |  |
| <a href="#">002 BLVD</a>                | Bay            | 25  | none  | some leves from the west                      | none  | directly from Boulevard and fanny road                                | good and clear except at the corner Fanny/Boulevard   | limited   | the corner could be "beautified" with better trees  |  |  |
| <a href="#">002 CRANE RD</a>            | Bay            | +25   | none  | some dead trunks                              | none  | directly form boulevard and crane                                     |   |   | yes to replant tree on the South side               |  |  |
| <a href="#">002 EAST SHORE RD</a>       | Bay            | +25   | one dead tree on side of West Shore Road  | none  | none  | from Pocono, from path between Crystal and Sunset and West Shore Road | some place are really overgrown where it is wetter, other OK                                | Some in some places                                   | yes worth a trail on the railbed                    |  |  |
| <a href="#">003 POLLARD RD</a>          | Bay            | 20-25   | none  | some limited yard leaves on the west side     | none  | from pollard  | the south is overgrown, with some vine climbing the trees, the back is better               | limited   | the front south could be mowed                      |  |  |
| <a href="#">006 ROCKAWAY TER</a>        | Bay            | 20-25   | none  | none  | none (in fact a ditch separates it from a neighbour)                                | from Rockaway   | good and clear  | limited   | no Too small but vernal pond                        |  |  |
| <a href="#">008 CRANE RD</a>            | Bay            | +25   | none  | none  | none  | directly from Crane   | good except in the front  | some part have invasive (Listeria)                    | no  |  |  |
| <a href="#">008 FERNWOOD TRL</a>        | Bay            | +25   | none  | a lot of leaves (1 foot thick) on the NW side | yes from the house east on lakewood drive, the front is probably mowed by the house | from lakewood drive and fernwood (much steeper)                       | ok, but the wet area is overgrown   | limited   | no but vernal pond                                  |  |  |
| <a href="#">009 LOWELL AVE</a>          | Bay            | +25   | none  | grass clipping and leaves                     | none  | from lowell av  | some OK some area are overgorn with a patch with no tree                                    | limited except for some trees with spiny on its trunk | yes eliminate the grass clippings                   |  |  |
| <a href="#">010 BALL RD</a>             | Bay            | +25   | none  | some leaves from the neighbour west           | none  | difficult from Ball (steep)   | good  | limited   | no  |  |  |
| <a href="#">010 POLLARD RD</a>          | Chandnani      | 25+   | none  | none  | none  | pollard   | healthy   | some  | no  |  |  |
| <a href="#">011 POLLARD RD</a>          | Chandnani      | 25+   | 1   | none  | none  | pollard   | overgrown   | a lot   | yes   |  |  |
| <a href="#">012 ELM RD</a>              | Chandnani      | 25+   | none  | none  | none  | elm rd, library   | healthy   | limited   | no  |  |  |
| <a href="#">014 LAKEWOOD DR</a>         | Chandnani      | 25+   | none  | none  | none  | lakewood dr   | overgrown   | lots  | yes   |  |  |
| <a href="#">020 ROMAINE RD</a>          | Chandnani      | 25  | none  | none  | basketball court  | basketball court  | slightly overgrown  | limited   | no  |  |  |
| <a href="#">021 LOWELL AVE</a>          | Chandnani      | 25  | none  | none  | none  | lowell ave  | healthy   | none  | no  |  |  |
| <a href="#">022 WILCOX DR</a>           | Chandnani      | 25+   | none  | none  | none  | wilcox  | slightly overgrown  | some  | no  |  |  |
| <a href="#">024 LAUREL HILL RD</a>      | Chandnani      | 25+   | 1 or 2  | none  | none  | laurell hill  | overgrown   | lots  | yes   |  |  |
| <a href="#">024 MELROSE RD</a>          | Dages          | 25+   | none  | Some (grass clippings, etc...)                | None  | Road  | Overgrown   | Some (vines)  | Yes   |  |  |
| <a href="#">025 LAURELWOOD DR</a>       | Dages          | <25   | none  | None  | From the house near the spot  | None  | Healthy   | None  | No  |  |  |
| <a href="#">025 POLLARD RD</a>          | Dages          | 25  | none  | Lots of dead branches and leaves              | None  | Road  | Undergrown  | Some  | Yes, lots of clean up                               |  |  |

|                     |         |     |  |   |   |   |  |   |  |  |  |
|---------------------|---------|-----|--|---|---|---|--|---|--|--|--|
| 026 WILCOX DR       | Dages   | 25+ | none   | Some grass clippings                      | None  | Road                                      | Healthy  | Limited(vines)  | No   |  |  |
| 027 WILCOX DR       | Dages   | 25+ | none   | Grass clippings                           | None  | Road                                      | Overgrown  | Some  | Possibly, some trimming and clean up   |  |  |
| 032 LAURELWOOD DR   | Dages   | 25+ | none   | None                                      | Road/none   | Road, houses on either side               | Healthy  | None  | No   |  |  |
| 033 RAYNOLD RD      | Dages   | 25+ | none   | apart from a wheel barrow(close to the    | None  | Road and or house at 33 raynold rd        | Overgrown  | Limited   | Maybe some trimming  |  |  |
| 033 TOWER HILL RD   | Dages   | 25+ | none   | None                                      | Electrical building   | Road on either side and from Craig School | Healthy, not too dense   | Limited(vines)  |  |  |  |
| 035 LOWELL AVE      | Dewing  | 25+ | None   | Some leaves from local houses             | None  | Directly from either side                 | Very little new understory but many imature trees  | Large amount on the Rock Lane side                        | Yes, needs some clearing and some invasive removal   |  |  |
| 035 WILCOX DR       | Dewing  | 25+ | None   | d full of garden waste, probably from the | None  | Directly from Wilcox                      | Overgrown with a profusion of invasives  | Everywhere  | Yes but a big task made difficult by garden waste  |  |  |
| 040 HANOVER RD      | Dewing  | 25+ | None   | None                                      | None  | Directly from Oakland and Hanover         | Healthy, many younger Beech trees  | Small amounts on the sunny periphery                      | No   |  |  |
| 041 COBB RD         | Dewing  | 25+ | None   | ben waste from all the neighboring prope  | None  | Directly from Cobb and Lowell             | Little other than invasives and none in wetland area   | 50%   | Yes but a big task made difficult by garden waste  |  |  |
| 041 HANOVER RD      | Dewing  | 25+ | One hangup on Oakland  | amounts of garden wastes from the neig    | One household has developed a rear access                       | Directly from three roads                 | Overgrown around brook route otherwise clear   | Small amounts in sunny areas                              | Yes  |  |  |
| 044 WOODLAND AVE    | Dewing  | 25+ | None   | None                                      | Blue trail goes through park                                    | Directly from Woodland                    | Healthy, many younger Beech trees  | Small amounts on the sunny periphery                      | No   |  |  |
| 045 WEST SHORE RD   | Dewing  | 25+ | Some dead trees need to be dropped   | Some leaves from local houses             | None  | From all directions                       | Some patches   | Occasional patches  | Yes - general resoration   |  |  |
| 049 LOWELL AVE      | Dewing  | 25+ | None   | None                                      | Trail between roads and into the Tourne                         | None                                      | Poor   | Occasional patches  | No   |  |  |
| 049 NORTH POCONO RD | Dewing  | 25+ | None   | Small amounts of general rubbish          | None  | Directly from Pocono Road                 | Healthy  | Some by the lake and occasional patches close to the road | Yes - general resoration   |  |  |
| 050 COBB RD         | Goodman | 25+ | 1 or 2 near the road   | none                                      | none  | Cobb road only                            | healthy - overgrown  | Patches   | no   |  |  |
| 050 CONDIT RD       | Goodman | 25+ | none   | heavy garden waste from road and neighb   | None  | condit rd only                            | healthy / clear  | yes - in sunny areas                                      | no   |  |  |
| 051 COBB RD         | Goodman | 25+ | none   | none                                      | none  | Cobb / Lowell                             | impenetrable   | Patches   | Would benefit from clearing some of the road side shrubbery - not critical                                 |  |  |
| 053 MELROSE RD      | Goodman | 25+ | None   | none                                      | none  | Melrose                                   | Heavily overgrown due to water from creek running through. There appears to be a damaged sewer or drainage inlet but I'm not certain what it is. | Likely  | No. This may be technically considered a wetland.  |  |  |
| 056 TOWER HILL RD   | Goodman | 25+ | None   | heavy garden waste from neighboring hon   | Trailhead - Birchwood trail loop, sled run trail, Tourne access | from road and trail only                  | healthy  | patches   | no   |  |  |
| 056 WOODLAND AVE    | Goodman | 25_ | non  | Yes - garden waste along the road         | Yes - three blue dots at the trailhead                          | woodland ave only                         | Overgrown - impenetrable   | patches   | no   |  |  |
| 058 BELLVALE RD     | Goodman | 3   | none   | none                                      | none  | Bellvale only                             | Cleared and well maintained grass  | none  | no - but it would be good to understand why it's cleared and appears to be an extension of a homes yard    |  |  |
| 059 CRANE RD        | Goodman | ~25 | None, but there is a single healthy tree near the neighboring property that is | amounts of garden wastes from the neig    | None  | Direct from Crane                         | Overgrown - impenetrable   | Patches   | Could use light cleanup along the road to make more visually appealing - the rest would be a large project |  |  |
| 059 MELROSE RD      | Goodman | 25+ | none   | none                                      | none  | Melrose                                   | Overgrown - impenetrable   | Unknown   | Could use cleanup along the road   |  |  |
| 060 COBB RD         | Greene  | >25 | None   | Some dumping                              | None  | Directly from Cobb                        | Some patches, not too heavy - stream   | Garlic mustard, wisteria, bittersweet                     | Yes  |  |  |
| 060 LOOKOUT RD      | Greene  | >25 | None   | Neighbors dump                            | None  | Lookout                                   | Impenetrable   | All vines, considerable                                   | No, huge task  |  |  |
| 061 COBB RD         | Greene  | >25 | None   | Some dumping                              | None. Badly clearcut recently                                   | Cobb                                      | Impenetrable   | Wisteria, wild grape, honeysuckle                         | No   |  |  |
| 073 TOWER HILL RD   | Greene  | 25  | None   | None                                      | None, steep ravine  | Tower Hill                                | Overgrown, stream on property  | Pachysandra and sweet woodruff                            | No   |  |  |
| 075 KENILWORTH RD   | Greene  | >25 | None   | Fresh lawn clippings                      | None  | Kenilworth                                | Overgrown  | Wild grape, bittersweet                                   | Yes, clear out edge  |  |  |
| 079 NORTH POCONO RD | Greene  | >25 | Huge property, couldn't complete   | Doubtful                                  | ?   | Taft Field                                | ?  | ?   | No, Taft Field there   |  |  |
| 079 POLLARD RD      | Greene  | 25  | None   | None                                      | None  | Pollard                                   | Some patches   | Honeysuckle, not much                                     | Yes  |  |  |
| 082 COBB RD         | Greene  | >25 | A few dead trees, not sure if hazard   | None                                      | None  | Cobb & N. Briarcliff                      | Overgrown, many vines  | Large Amount  | Huge task  |  |  |
| 085 MORRIS AVE      | Greene  | <25 | None   | None                                      | One household has clear access                                  | Morris                                    | Fairly clear   | Minimal   | Yes  |  |  |

|                                    |         |     |   |   |   |  |   |   |            |  |  |
|------------------------------------|---------|-----|---|---|---|--|---|---|------------|--|--|
| <a href="#">092 POLLARD RD</a>     | Hercek  | 25  | 3 dead trees  | Yes,ongoing police investigation                        | Yes,from Pollard  | Pollard  | 50% overgrown   | 65%   | Yes        |  |  |
| <a href="#">097 COBB RD</a>        | Hercek  | 25  | 2 dead trees  | Yes   | None  | Cobb   | very overgrown  | 80%   | No         |  |  |
| <a href="#">098 GROVE PL</a>       | Hercek  | 25  | 3 dead trees  | none  | Yes there is a path from Grove and Midvale  | Grove and Midvale  | 50% overgrown   | 50% invasives   | Yes        |  |  |
| <a href="#">100 KENILWORTH RD</a>  | Hercek  | 25  | several dead ash, hazard, needs attention immediately | Yes,dumping   | No  | Kenilworth   | 80% overgrown   | 80% invasives   | No         |  |  |
| <a href="#">101 MORRIS AVE</a>     | Hercek  | 25  | 2 dead trees  | Yes,dumping   | None  | Morris   | 80% overgrown   | 80% invasives   | No         |  |  |
| <a href="#">103 MORRIS AVE</a>     | Hercek  | 25  | 4 dead trees  | Yes,dumping   | None  | Morris   | 80% overgrown   | 80% invasives   | No         |  |  |
| <a href="#">107 POLLARD RD</a>     | Hercek  | 25  | 4 dead trees  | Yes,Dumping   | None  | Pollard  | 70% overgrown   | 70% invasives   | No         |  |  |
| <a href="#">115 MORRIS AVE</a>     | Hercek  | 25  | 3 dead trees  | Yes,dumping   | None  | Morris   | 80% overgrown   | 50% invasives   | No         |  |  |
| <a href="#">117 HANOVER RD</a>     | Hercek  | 25  | 3 dead trees,1 hazard                                 | Yes,dumping   | None  | Hanover  | 70% overgrown   | 50% invasives   | No         |  |  |
| <a href="#">118 MORRIS AVE</a>     | Macleod |     |   |   |   |  |   |   |            |  |  |
| <a href="#">120 MELROSE RD</a>     | Macleod |     |   |   |   |  |   |   |            |  |  |
| <a href="#">120 POLLARD RD</a>     | Macleod |     |   |   |   |  |   |   |            |  |  |
| <a href="#">121 MELROSE RD</a>     | Macleod |     |   |   |   |  |   |   |            |  |  |
| <a href="#">121 MORRIS AVE</a>     | Macleod |     |   |   |   |  |   |   |            |  |  |
| <a href="#">124 HANOVER RD</a>     | Macleod |     |   |   |   |  |   |   |            |  |  |
| <a href="#">128 LOOKOUT RD</a>     | Macleod |     |   |   |   |  |   |   |            |  |  |
| <a href="#">128 MORRIS AVE</a>     | Macleod |     |   |   |   |  |   |   |            |  |  |
| <a href="#">129 BLVD</a>           | Macleod |     |   |   |   |  |   |   |            |  |  |
| <a href="#">131 MORRIS AVE</a>     | Myatt   | 25+ | None  | Leaves and branches                                     | None  | Can be seen from Morris                                      | Densely covered - impenetrable  | Very dense - all kinds of vegetation  | No         |  |  |
| <a href="#">138 MORRIS AVE</a>     | Myatt   | 25+ | None  | Leaves and branches                                     |   | Can be seen from Morris                                      | Overgrown - growing over sidewalk   |   | No         |  |  |
| <a href="#">140 POLLARD RD</a>     | Myatt   | 25+ | None  | Leaves and branches                                     | None  | Can be seen from Pollard                                     | Somewhat walkable in spots - mostly leaves on ground - lots of vegetation as well.                                  |   | No         |  |  |
| <a href="#">148 MORRIS AVE</a>     | Myatt   | 25+ | None  | Leaves and branches                                     | None  | Can be seen from Morris-blocked with ramp                    | Over grown - down a hill  |   | No         |  |  |
| <a href="#">150 POLLARD RD</a>     | Myatt   | 25+ | None  | Leaves and branches                                     | None  | Can be seen from Pollard-somewhat walkable                   | Not sure if I was looking at 140 or 150, but there is a little stream running through it and it's somewhat walkable |   | Maybe      |  |  |
| <a href="#">158 MORRIS AVE</a>     | Myatt   | 25+ | None  | Leaves and branches                                     | None  | Can be seen from Morris-blocked with ramp                    | Lots of leaves and over grown   |   | No         |  |  |
| <a href="#">160 EAST SHORE RD</a>  | Myatt   | 25+ |   | Leaves and branches                                     | I have not looked from both sides yet - and it is a very large space. Not sure, but with the Boulevard path right | Visible from Blvd & East Shore                               | Very large area with Boulevard on one side. Lots of vegetation - overgrown  |   | No         |  |  |
| <a href="#">175 LAUREL HILL RD</a> | Myatt   | 25+ |   | Leaves and branches - some dumping near the street show | There might be access from a neighboring yard - couldn't tell without going into the side yard. This might be     | Can be seen from Laurel Hill                                 | Large area with lots of vegetation  |   | Maybe      |  |  |
| <a href="#">187 BLVD</a>           | Myatt   | 25+ | None  | Leaves and branches                                     | None  | Can be seen from Boulevard                                   | Dense vegetation - backs up to a house and wall for the house - nice green space on the Blvd.                       |   | No         |  |  |
| <a href="#">200 LAUREL HILL RD</a> | Swensen | 25  | none that are obvious                                 | none that are obvious                                   | no  | accessible from Laurel Hill.                                 | overgrown   | understory is very overgrown, but light maintenance                                   |            |  |  |
| <a href="#">200 MORRIS AVE</a>     | Swensen | 15  | n/a   | not very accessible. Narrow swath of land               | Due to vegetation, not from Morris.   | accessible from Morris only. Super narrow                    | impenetrable  | not too bad.  | not really |  |  |
| <a href="#">260 MORRIS AVE</a>     | Swensen | 35  | fully dead and another half one                       | waste near adjacent property on Midvale                 | no - unless an initiative is created that links this park to Pollard  | accessible from both Pollard and Morris.                     | overgrown   | not too bad.  | not really |  |  |
| <a href="#">366 MORRIS AVE</a>     | Swensen | 30  | two possibly dead                                     | none apparent   | no - unless an initiative is created that links this park to Pollard  | partially impenetrable                                       |   | maybe? Depends if there is an interest in connecting Morris to Pollard at this point. |            |  |  |
| <a href="#">788 COBB RD</a>        | Swensen | 50  | three (at least two big ones)                         | dumping rather bad                                      | no - unless an initiative is created that connects Cobb to Boulevard  | accessible from Cobb only (but also accessible from Pollard) | not really  |   |            |  |  |

|   |         |    |                                |   |    |                                       |  |                               |   |  |
|---|---------|----|--------------------------------|---|----|---------------------------------------|--|-------------------------------|---|--|
| <a href="#">000 LAKEWOOD DR</a>           | Swensen | 20 | none that are obvious          | dumping at road is rather bad and obvious | no | adjacent 14 lakewood. Accessible from | not sure.                                    | no                            |   |  |
| <a href="#">020 BLVD</a>                  | Swensen | 40 | none that are obvious          | one by landscapers. There are many cut    | no | accessible from boulevard only        | mostly very healthy understory. Mostly clear | Not so bad.                   | Yes - good place for future planting activity (near back of property) |  |
| <a href="#">030 NORTH BRIARCLIFF ROAD</a> | Swensen | 10 | three big dying or almost dead | dumping (if there) not obvious.           | no | much vegetation at street.            | impenetrable. Many downed tree remnants.     | Very busy understory. Hard to | Beyond addressing trees, likely no (tight space between properties)   |  |



**BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

# Woodlands Committee

## ML/MCPC Red Trail Redesign and Renovation Project Proposal

June 10, 2024



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## Current Committee Members

Co-Chairmans:

Bob Dewing  
Karen Macleod

Members:

Scott Allison  
Betsy Myatt  
Pierre Bay  
Doren Greene

Council Liaison:

Melissa Muilenburg

Student Liaison:

Korbon Lee



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## Woodlands Committee Mission

**The mission of the Woodlands Committee is to consider and recommend to the Council such actions as may be appropriate to monitor, maintain and improve the health of the Boroughs Woodlands**

Historically, the Woodlands Committee has been a hands-on working group collaborating with Borough Management to execute on projects



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## Recent Projects and Accomplishments

- **Westshore Trail Renovation**
- **Pocket Park Land Improvement Plan**
  - Inventory and Assessment Project
  - Assessment of Dangerous Trees
  - Design and Implement Pilot Project – in progress
  - Local Adoption Plan – future strategy
- **Scout Projects** – Bird Blind, Trail Entrance, Trail Signage

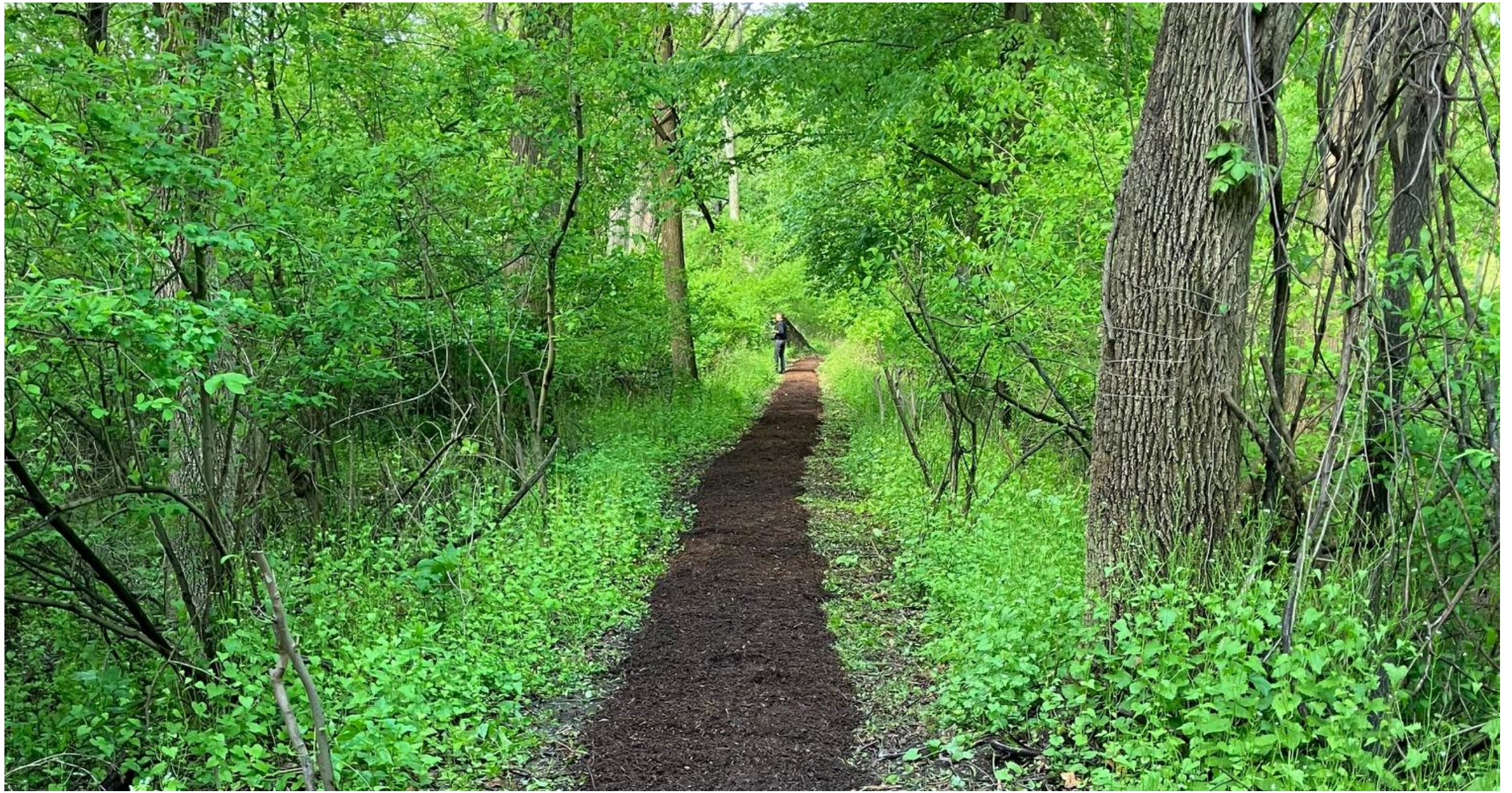


# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## Projects and Accomplishments Continued...

- New Trail Map at Birchwood
- Continuous Trail Maintenance and Repair
- Sapling Planting in Coordination with Shade Tree
- Project to mitigate Illegal Dumping of yard and landscape debris on Borough Land







**BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

- **Project Proposal to Redesign and Renovate ML Portion of Red Trail in Collaboration with MCPC**



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## REVIEW OF RED TRAIL MAP

- Red Trail is a loop which is the optimal trail experience
- Red Trail disjointly runs through MCPC and ML property
- Currently designated single use however operates as multi-use for hikers and bikers
- MCPC respects the ML Single-use however this doesn't align with overall MCPC trail plan and what the community wants and needs

# MORRIS COUNTY PARK COMMISSION

## Tourne County Park

|       |   |     |                                   |
|-------|---|-----|-----------------------------------|
| ----- | Blazed Trail - Foot Traffic Only                      | 🌉   | Bridge                            |
| ----- | Blazed Trail - Foot Traffic/Bikes/Horses Allowed      | 📖   | Directory                         |
| ----- | Blazed Trail - Foot Traffic/Bikes Allowed             | 340 | Elevation in Feet                 |
| ----- | Blazed Trail - Foot Traffic/Horses Allowed (No Bikes) | 🚪   | Gate                              |
| ..... | Other Municipal Trails                                | ★   | Overlook                          |
| ----- | Public Vehicle Road                                   | P   | Parking                           |
| 🌊     | Water Features  | 🏖️  | Picnic Area (Non-Reservable)      |
| 🌿     | Wetland   | 🏠   | Group Picnic Shelter (Reservable) |
| 🌱     | Meadow  | 🎮   | Play Area                         |
| 🌳     | Park Boundary   | 📍   | Point of Interest                 |
| 🏘️    | Municipal Open Space                                  | 🚻   | Restroom/Port-A-Johns             |
|       |   | ⚾   | Softball                          |

### Blaze Key

|   |                 |
|---|-----------------|
| ⬆ | Trail Begins    |
| ⬆ | Trail Continues |
| ⬆ | Turn Left       |
| ⬆ | Turn Right      |
| ⬆ | Trail Ends      |

### Attention Users

Dogs must remain on a 6' leash as per Article 18, Section 3 of the Morris County Park Commission Rules and Regulations.

For safety purposes, all trail users must stay on signed/blazed trails or walkways as shown on this map.

Bow and firearm hunting may be permitted in some parks. Please contact the Natural Resources Office at 862.365.7745 for more information.

Recreational uses for trails in Richard Wilcox Municipal Park are set by ordinance. Please consult the municipality for trail use information.

The information provided on this map was accepted by the Morris County Park Commission (MCPC). MCPC makes no guarantee of the accuracy of the data and/or products. MCPC accepts no responsibility for any errors, omissions, or potential inaccuracies. Although information from this map is used to locate, identify, and inventory land parcels in Morris County for administrative, advisory, and consultative purposes ONLY, and is not to be construed or used as a legal description, users of the information contained in this product are strongly cautioned to verify all information before making any decisions. All users are solely responsible for their own actions to explore/locate public spaces in a safe and sensible manner. This work, and/or the data contained herein, is not to be used for any other purpose, and is not to be used to prepare detailed maps, or otherwise published in any manner without the prior written consent of the Morris County Park Commission.

**IMPORTANT NOTE:** Tourne County Park is undergoing park-wide re-blazing beginning November 15, 2023. This map (v 2.0.0) represents the trail re-blazing plan. Trail blaze colors may differ on the ground vs. what is represented on this map as the process is completed. Be sure to take a photo/print both the old (v1.0.5) and the new (v 2.0.0) map versions. Please check with [www.morrisparks.net](http://www.morrisparks.net) for more information.

0 400 800 1,200 1,600  
SCALE IN FEET  
Elevation contour lines at 20 foot intervals  
Version 2.0.0 Map Updated: November, 2023

**EMERGENCY call 9-1-1**  
Morris County Sheriff's Office  
Patrol Division 973.285.2000

PARKING FOR MOUNTAIN LAKES RESIDENTS ONLY

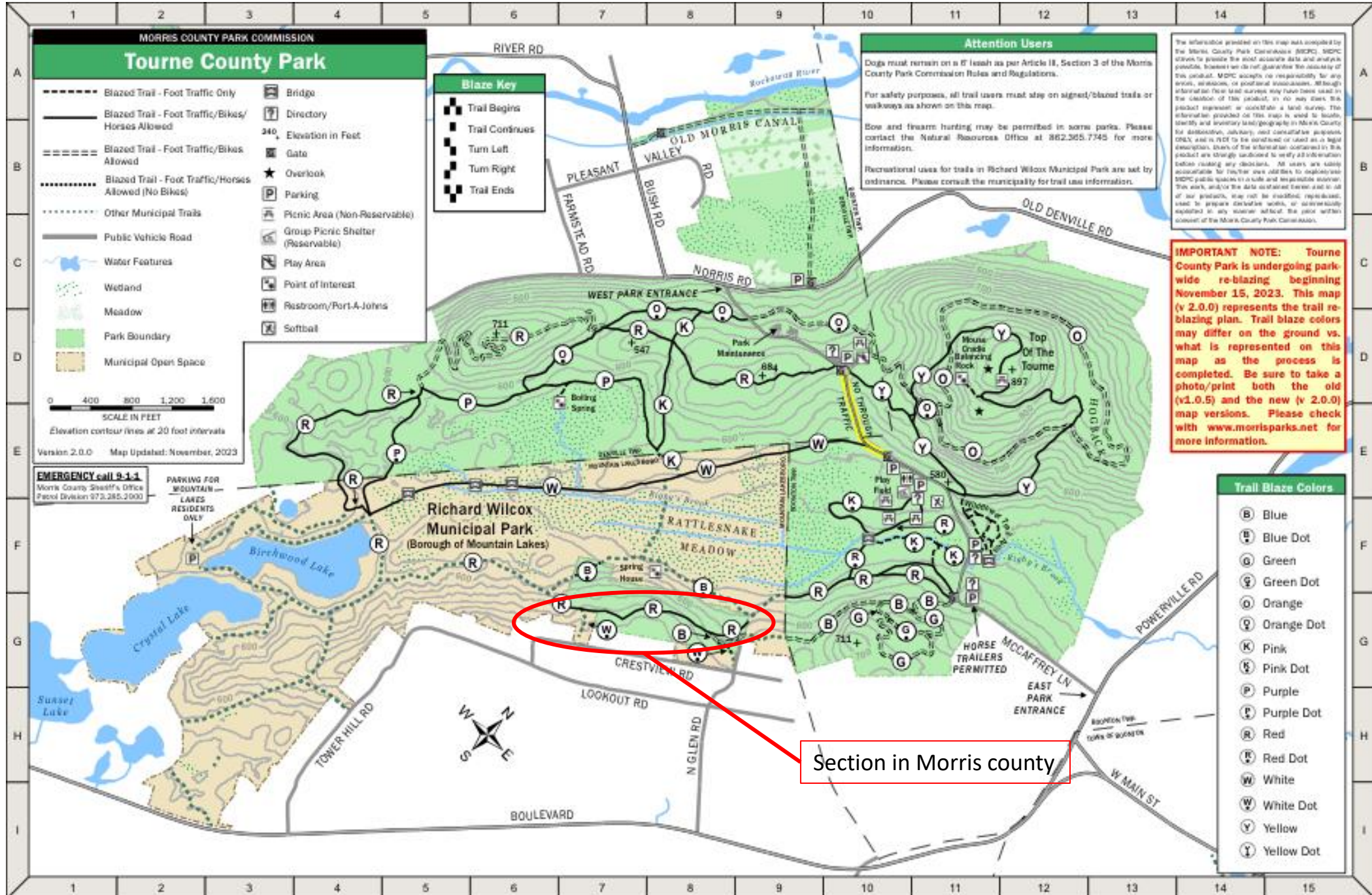
Richard Wilcox Municipal Park  
(Borough of Mountain Lakes)

### Trail Blaze Colors

|   |            |
|---|------------|
| Ⓟ | Blue       |
| Ⓟ | Blue Dot   |
| Ⓞ | Green      |
| Ⓞ | Green Dot  |
| Ⓞ | Orange     |
| Ⓞ | Orange Dot |
| Ⓚ | Pink       |
| Ⓚ | Pink Dot   |
| Ⓟ | Purple     |
| Ⓟ | Purple Dot |
| Ⓡ | Red        |
| Ⓡ | Red Dot    |
| Ⓜ | White      |
| Ⓜ | White Dot  |
| Ⓜ | Yellow     |
| Ⓜ | Yellow Dot |



Section in Morris county





# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## SUMMARY OF CURRENT RED TRAIL ISSUES

- **POOR ORIGINAL TRAIL DESIGN**

very steep and doesn't follow natural ridge line causing water erosion generating loose rocks and debris in trail

- **SAFETY**

unwalkable and dangerous for many people including seniors, children and those with physical issues walking

- **LIABILITY**

Problem has continued for over 20 years – doing nothing creates significant liability issues





# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## INTRODUCTION OF AMY LUTSKO

- **Assistant Superintendent of Trails – Division of Park Maintenance and Natural Resources - MCPC**
- Amy has developed an integrated trail program for MCPC that has brought sustainable trail practices to the trail community to use for recreation in a responsible manner
- MCPC think of the Tourne as a whole for the community to use for recreation and beautiful outdoor access – a jewel
- MCPC has a mission to give multiple recreations a good and safe experience at the Tourne



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## MCPC PROPOSAL

- Redesign approximately 2000 linear feet of the Red Trail at issue which runs through MCPC and ML property at NO COST to ML
- Collaborate with ML to decide on trail parameters and use designation
- Mission to create optimal community use for all
- MCPC would like Red Trail to be a multi-use trail which would align with the community's needs and wants and the overall Tourne trail strategy



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## MCPC PROPOSAL Continued....

- Currently both Cyclists and Hikers use Red Trail however there has been no policing of that use designation
- Depending on final collaborative design MCPC would get their volunteers along with ML volunteers to help construct the new trail along with MCPC trail staff at **NO COST** to ML
- MCPC has no interest in managing the ML portion of Red Trail, they are just looking to give multiple recreations a good and safe experience at the Tourne



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## Red Trail as Part of Mountain Lakes Culture

- Part of the overall culture of Mountain Lakes has always been to encourage outdoor activities
- ML should encourage more usage of the amazing trail system in the Tourne for our residents
- Briarcliff has a Pep for Mountain Biking and the High School has a Mountain Biking Club



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## COST OF PROJECT FOR ML TO DO INDEPENDENTLY

- Hire expertise for engineering and trail design costing approximately \$5000
- Lengthy approval and permitting process
- Trail section involved approximates 2000 linear feet - Estimates at prevailing wage are \$12,000-24,000
- Required mobilization, direction and management of local volunteer labor to assist
- Committee does not have expertise and band-width to lead project and Borough resources are at capacity or beyond already
- Doing nothing = Safety issues and Liability for ML



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## CONCERN ABOUT CYCLIST GROWTH ON RED TRAIL

- Many sections of Red Trail are considered moderate to very advanced for cyclists – most don't have skill set
- Many other better cyclist paths in the MCPC park system
- The cycling community already uses the trail frequently so doesn't seem likely to increase
- A significant portion of the volunteers for trail renovation are from the cycling community – they're very invested
- Cyclists are to give right of way to hikers and we are aware of VERY FEW issues that have occurred



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## SUMMARY

- A portion of the ML portion of the Red Trail has become dangerous and unusable for many hikers
- This has been an issue for the past twenty plus years with many attempts to address but no action
- The resources of the Woodland Committee and the Borough are not sufficient to address the time, labor or cost of completing this project in a reasonable amount of time
- MCPC has offered to do a **collaborative** project with ML to redesign and renovate the ML portion of the Red Trail at **NO COST**
- Doing nothing creates significant safety and liability issues for the Borough of Mountain Lakes which should not continue



# 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 June 10, 2024  
CC: Robert Oostdyk, Borough Attorney

**Shade Tree 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 24<sup>th</sup> Borough Council meeting.

**Water Valve Exercising** – Exercising of water valves is an important component of NJ DEP's Water Quality Accountability Act. To remain in compliance with the Act, all valves within the water system will be tested over the next several months. While we do not expect any issues to arise during testing, there is always a possibility that users may experience discolored water for a short duration. Should discoloration occur, running the water for several minutes should clear the issue. If the discolored water does not resolve, users should call our water department. We will send out information about the exercising program in the weekly e-blast prior to beginning the project.

Respectfully,

Mitchell

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

**ORDINANCE        -24**

**ORDINANCE AMENDING CHAPTER 102 OF THE REVISED GENERAL ORDINANCES  
OF THE BOROUGH OF MOUNTAIN LAKES AND REGULATING THE REMOVAL,  
PROTECTION, AND REPLACEMENT OF TREES.**

**WHEREAS**, as part of MS4 Tier A permit stormwater requirements, the New Jersey Department of Environmental Protection (NJDEP) requires municipalities to adopt NJDEP- mandated regulations for the removal, protection, and replacement of trees on private property; and

**WHEREAS**, Article VII of Chapter 102 which presently regulates the removal of trees in the public right of way and within the setback area needs to be expanded to include all trees within the Borough in order to comply with the NJDEP mandated regulations.

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

**Section 1.** Chapter 102 of the Revised General Ordinances of the Borough of Mountain Lakes, Article VII “Preservation and Protection of Trees”, shall be amended by the following amendment to Section 102-33 “Purpose” which shall read, in its entirety, as follows:

**§ 102-33 Findings and Purpose.**

The Borough Council of the Borough of Mountain Lakes finds that the preservation, maintenance, protection and planting of trees aids in the stabilization of soil by the prevention of erosion and sedimentation; reduces storm water runoff and the potential damage it may create; aids in the removal of pollutants from the air and assists in the generation of oxygen; provides a buffer and screen against noise and pollution; provides protection against severe weather; mitigates the urban heat island effect; aids in the control of drainage and restoration of denuded soil subsequent to construction or grading; provides a haven for birds and other wildlife and otherwise enhances the environment; protects and increases property values; preserves and enhances the Borough's physical and aesthetic appearance; and generally protects the public health and safety as well as the general welfare.

**Section 2.** Chapter 102 of the Revised General Ordinances of the Borough of Mountain Lakes, Article VII “Preservation and Protection of Trees”, shall be amended by the following amendment to Section 102-34 “Definitions” which shall read, in its entirety, as follows:

**§ 102-34 Definitions.**

For the purpose of this ordinance, the following terms, phrases, words, and their derivations shall have the meanings stated herein unless their use in the text of this ordinance clearly demonstrates a different meaning. When consistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The use of the word "shall" mean the requirement is always mandatory and not merely directory.

A. “Applicant” means any “person”, as defined below, who applies for approval to remove trees regulated under this ordinance.

~~B. “Critical Root Radius (CRR)” means the zone around the base of a tree where the majority of the root system is found. This zone is calculated by multiplying the diameter at breast height (DBH) of the tree by 1.5 feet. For example: a tree with a 6” DBH would have a CRR = 6”x1.5’ = 9’.~~

~~BE.~~ “Diameter at Breast Height (DBH)” means the diameter of the trunk of a mature tree generally measured at a point four and a half feet above ground level from the uphill side of the tree. For species of trees where the main trunk divides below the 4 ½ foot height, the DBH shall be measured at the highest point before any division.

~~CD.~~ “Hazard Tree” means a tree or limbs thereof that meet one or more of the criteria below. Trees that do not meet any of the criteria below and are proposed to be removed solely for development purposes are not hazard trees.

1. Has an infectious disease or insect infestation;
2. Is dead or dying;
3. Obstructs the view of traffic signs or the free passage of pedestrians or vehicles, where pruning attempts have not been effective;
4. Is causing obvious damage to structures (such as building foundations, sidewalks, etc.);
5. Is determined to be a threat to public health, safety, and/or welfare by a licensed Landscape Architect, certified arborist, Licensed Tree Expert (LTE) or Licensed Tree Care Operator (LTCO).

~~D. “Named Parks or Trails” means Lyman Wilson Memorial Park; Linear Park; Birchwood Beach area and loop trail; Island Beach area; Midvale boat launching area; Haswell and Taft Fields; Memorial Park; Briarcliff Park; Frank B. Kaufman Memorial Park; Wildwood Park; and The Esplanade. Trails are path between Briarcliff School and~~

Mountain Lakes High School, path over Crystal Lake Dam, Wilcox path to fields, Mountain Lake Dam access, Oakland Road to YMCA, Romaine Road Basketball Court, and easement between Pickwick and Craven Roads.

E.F. “Person” means any individual, resident, corporation, utility, company, partnership, firm, or association.

FF. “Planting strip” means the area within the public right-of-way between the abutting property line and the curb or edge of pavement, exclusive of any sidewalk.

G. “Protected Tree” means any tree six or more inches in diameter measured at a point 4 1/2 feet above the ground whose trunk is wholly in the setback area of the affected property. If a tree has multiple trunks, then each trunk’s diameter shall be measured and added together to determine the size of the tree.

HG. “Resident” means an individual who resides on the residential property or contractor hired by the individual who resides on the residential property where a tree(s) regulated by this ordinance is removed or proposed to be removed.-

I. ~~“Shrub” means a woody plant that does not have a center trunk and does not typically grow over 10 feet high.~~

HJ. “Street Tree” means a tree planted within the public right-of-way. This also includes trees planted within shade tree easements and named public parks or trails. The removal of street trees is governed by the regulations of the Shade Tree Commission and the provisions set forth in 102-35.

IJK “Tree” means a woody perennial plant, typically having a single stem or trunk growing to a considerable height and bearing lateral branches at some distance from the ground.

JKL. “Tree Caliper” means the diameter of the trunk of a young tree, measured six (6) inches from the soil line. For young trees whose caliper exceeds four (4) inches, the measurement is taken twelve (12) inches above the soil line.

KLM. “Tree removal” means to cut down or otherwise kill or to cause irreparable damage that leads to the decline and/or death of a tree. This includes, but is not limited to, excessive pruning, application of substances that are toxic to the tree, over-mulching or improper mulching, and improper grading and/or soil compaction within the critical root radius around the base of the tree that leads to the decline and/or death of a tree. Removal does not include responsible pruning and maintenance of a tree, or the application of treatments intended to manage invasive species.

**Section 3.** Chapter 102 of the Revised General Ordinances of the Borough of Mountain Lakes, Article VII “Preservation and Protection of Trees”, shall be amended by the following amendment to Section

102--36 "Protected Trees Within the Setback Area"<sup>22</sup> which shall be retitled "Permit Required" and shall read, in its entirety, as follows:

~~§ 102-36 Permit Required.~~ § 102-36 Permit Required.

**Regulations**

A (1) Except as exempted ~~herein~~ 102-38., no person, firm or corporation shall cut, remove, injure or damage any non-street tree of 6" DBH or more in the setback area of ~~on~~ any property within the Borough of Mountain Lakes without obtaining a Tree Removal Permit in accordance with the regulations and provisions of this Chapter. A tree removal permit shall not be required if the work to be done is in accordance with an approved setback tree management plan and the related permits required by Subsection ~~A(2)~~A(2) herein.

Existing ordinance 102-36. A(2) through 102-36 D shall remain.

Delete 102-36 E

**Section 4.** Chapter 102 of the Revised General Ordinances of the Borough of Mountain Lakes, Article VII, Section 102-37 shall be retitled "Application Procedure" and shall read, in its entirety, as follows:

**§ 102-37 Application Procedure.**

- A. Application for a tree removal permit shall be made by submission of the following:
1. An application form provided by the Borough containing the following information: the name and address of the applicant; their e-mail address and phone number, the street address of the property in question and the number of tree(s) to be removed.
  2. The reason(s) for removing the trees.
  3. Any tree removal application, with an approved Planning Board site plan or subdivision, shall post a guaranty equal to 120% of the estimate to plant or replace same. The guaranty is applicable where the project is for new development or construction.
  4. A tree removal application shall include a tree removal plan with a diagram showing the location of all trees to be removed, the species of such trees, their diameter, the drip line of the trees to be removed and location of all existing and proposed structures on the property, and property lines. A reproduction of the tax map or an existing survey modified to provide this information would be acceptable.
- B. The fee for processing a tree removal permit shall be charged. The fee schedule is set forth in Chapter 111

C. The applicant shall place a one (1") inch wide yellow ribbon around the trunk of each tree to be removed at a height of four and one-half (4-1/2') feet above the ground so that the proposed tree removal may be inspected in the field.

D. Tree Replacement Requirements

1. Any person who removes one or more street tree(s) with a DBH of 2.5" or more, ~~unless exempt,~~ shall be subject to the requirements of the Tree Replacement Requirements Table below. Removal of street trees is allowed only with written permission from the Shade Tree Commission, as outlined in Section 102-35.A(1).
2. Any person who removes one or more non-street tree(s), unless exempt, with a DBH of 6", unless otherwise provided, shall be subject to the requirements of the Tree Replacement Requirements Table.
3. The species type and diversity of replacement trees shall be in accordance with a list of approved trees Attached hereto as Exhibit A and planting requirements kept on file in the Borough.
4. Replacement tree(s) shall:
  - a. Be replaced ~~in kind~~ with a tree that meets the Tree Replacement Criteria in the table below;
  - b. Be planted within twelve (12) months of the date of removal of the original tree(s) or at an alternative date specified by the municipality;
  - c. ~~Shall be~~Be monitored for a period of two (2) years to ensure their survival and shall be replaced as needed within twelve (12) months; and
  - d. ~~Shall~~N-not be planted in temporary containers or pots, as these do not count towards tree replacement requirements.
  - e. Be of the species listed in the "Recommended List of Replacement Trees" maintained on the Borough website. Preference shall be given to native trees.

**Tree Replacement Requirements Table:**

| Category | Tree Removed (DBH)  | Tree Replacement Criteria<br>(See Appendix A)                            |
|----------|---|--|
| 1        | DBH of 2.5" (for street trees) or 6" (for non-street trees) to 12.99" | Replant 1 tree with a minimum tree caliper of 1.5" for each tree removed |
| 2        | DBH of 13" to 22.99"  | Replant 2 trees with minimum tree calipers of 1.5" for each tree removed |
| 3        | DBH of 23" to 32.99"  | Replant 3 trees with minimum tree calipers of 1.5" for each tree removed |

|   |                       |  |
|---|-----------------------|--|
| 4 | DBH of 33" or greater | Replant 4 trees with minimum tree calipers of 1.5" for each tree removed |
|---|-----------------------|--|

5. Replacement Alternatives:

If the municipality determines that some or all required replacement trees cannot be planted on the property where the tree removal activity occurred, then the applicant shall do one of the following:

- (a) Plant replacement trees in a separate area(s) approved by the municipality.
- (b) Pay a fee ~~of~~ per tree removed as set forth in Chapter 111.

This fee shall be placed into a fund dedicated to tree planting and continued maintenance of the trees.

**Section 5.** Chapter 102 of the Revised General Ordinances of the Borough of Mountain Lakes, Article VII "Preservation and Protection of Trees", shall be amended by the addition of new Section 102-38 "Exemptions" which shall read, in its entirety, as follows:

**102-38. Exemptions.**

All persons shall comply with the tree replacement standard outlined above, except in the cases detailed below. Proper justification in the form of photographs or certifications from the property owner or tree removal professional shall be provided, in writing, by all persons claiming an exemption:

- A. The removal of ~~less than four (4) trees per acre that fall into category 1, 2, or 3 of the Tree Replacement Requirements Table within a five year period; two or fewer trees per year.~~
- B. Tree farms in active operation, nurseries, fruit orchards, and garden centers;
- C. Properties used for the practice of silviculture under an approved forest stewardship or woodland management plan that is active and on file with the municipality;
- D. Any trees removed as part of a municipal or state decommissioning plan. This exemption only includes trees planted as part of the construction and predetermined to be removed in the decommissioning plan.
- E. Any trees removed pursuant to a New Jersey Department of Environmental Protection (NJDEP) or U.S. Environmental Protection Agency (EPA) approved environmental clean-up, or NJDEP approved habitat enhancement plan;
- F. Approved game management practices, as recommended by the State of New Jersey Department of Environmental Protection, Division of Fish, Game and Wildlife;
- G. Hazard trees ~~may be removed with no fee or replacement requirement.~~

H. Invasive species, as listed on the New Jersey Invasive Species Strike Team website.

—Trees removed for safety reasons by a public utility company.

—H. Street Trees which shall not be removed except in accordance with the Shade Tree Commission regulations as set forth in Section 102-35.

I.

**Section 6.** Chapter 102 of the Revised General Ordinances of the Borough of Mountain Lake, Article VII “Preservation and Protection of Trees”, shall be amended by the addition of new Section 102-39 “Enforcement and Violations” which shall read, in its entirety, as follows:

### **102-39 Enforcement and Violations.**

- A. Enforcement. No person shall prevent, delay or interfere with any lawful work undertaken by the Shade Tree Commission or the Borough's authorized agent. The Code Enforcement Official of the Borough of Mountain Lakes and, in his absence, the Borough Manager are designated as the enforcing agent for this article. The enforcing agent may order any tree work, or other activity that is carried on in violation of any decision or any provision of this article, to be stopped forthwith. The order shall be issued in writing and a copy served upon any person engaged in tree work or other activity, the applicant and the owner of the lot. Except for such work as is necessary to remedy the violation, any further work shall comply with the terms and conditions of the decision and of this article.
- B. Violations and penalties for § 102-35. Any person violating any provision of § 102-35 shall be subject to penalties up to the amount provided in Article III of Chapter 1 of this Code, as amended and supplemented. Each tree ~~or shrub~~ illegally removed or damaged shall be a separate violation. Notwithstanding, the Borough or court may reduce the penalties and suspend the imprisonment and community service in the event the violator shall agree as follows:
- (1) To abate the violation by replacing at his sole expense the tree or trees damaged or destroyed in accordance with the provisions of 102-37
  - (2) To reimburse the Borough for all reasonable charges of the enforcing authority, Council, Shade Tree Commission and Borough Attorney;
  - (3) In exercising the authority established hereby, for any tree ~~or shrub~~ upon any Borough street, right-of-way, highway, ~~public place and named~~ park or trail, the Shade Tree Commission shall:
    - (a) Require that, for each tree damaged or destroyed, the violator plant a replacement tree or trees as specified by the Shade Tree Commission. The number of replacement trees required shall be based on the diameter of the damaged or destroyed tree(s) measured 4.5 feet from the ground. If the tree(s) has been cut to a height of less than 4.5 feet, or to ground level, then the diameter of the remaining stump(s) shall be used to determine the number of replacement trees required. If the tree and stump have been removed entirely, the last recorded diameter entered into the Street Tree Inventory Database shall be used to determine the number of replacement trees required. If

there is a multiple-trunk tree, then each trunk's diameter shall be measured and added together to determine the total diameter of the damaged or destroyed tree. In all cases, the number of replacement trees shall be determined by this formula: one replacement tree of no less than 2.5 to three inches in diameter measured one foot above planting level for every two inches of diameter of damaged or destroyed tree, unless otherwise approved by the Shade Tree Commission.

(b) Direct that replacement trees be planted near the location of damaged or destroyed trees and otherwise throughout the Borough.

(c) Require that the violator provide a maintenance guaranty of the survival and normal healthy development of replacement trees for a period of three years in an amount equal to 120% of the cost of replacement trees in accordance with § 102-35C.

- C. Violations and penalties for § 102-36. Any person violating any provision of § 102-36 shall be subject to penalties up to the amount provided in Article III of Chapter 1 of this Code, as amended and supplemented. Each tree illegally removed or damaged shall be a separate violation. Notwithstanding, the Borough or court may reduce the penalties and suspend the imprisonment and community service in the event the violator shall agree to abate the violation by replacing at his sole expense the tree or trees damaged or destroyed in accordance with the provisions of 102-37;

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

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

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

| Council Member | By | 2 <sup>nd</sup> | Yes | No | Abstain | Absent |
|----------------|----|-----------------|-----|----|---------|--------|
| Barnett        | :  |                 |     |    |         |        |
| 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.

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## RESOLUTION AND ORDINANCE REVIEW FOR THE JUNE 10, 2024 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

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### ***RESOLUTIONS***

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**R118-24, AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES** - this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$12,714.24 for an overpayment of taxes for 29 Oak Lane.

**R119-24, AUTHORIZING MEMBERSHIP IN THE MOUNTAIN LAKES VOLUNTEER FIRE DEPARTMENT** - this resolution authorizes Ryan Lalani, Fernando Remos, Jack Fitch, and Anthony Wu for membership in the Mountain Lakes Volunteer Fire Department. Their applications were submitted to the Borough Clerk for approval by Joe Mullaney, Mountain Lakes Fire Department Chief.

**R120-24, ENTER INTO A SHARED SERVICES AGREEMENT BETWEEN MOUNT OLIVE TOWNSHIP AND THE BOROUGH OF MOUNTAIN LAKES FOR PUBLIC HEALTH SERVICES** – this resolution authorizes the Borough Manager to enter into a shared services agreement with Mount Olive Township for health services.

**R121-24, AUTHORIZING THE AWARD OF CONTRACT FOR POWERVILLE ROAD IMPROVEMENT PROJECT** - this resolution authorizes the Borough Manager to enter into a contract with Cifelli & Son General Contracting, Inc. in the amount of \$310,781.00 for the Powerville Road Improvement Project. The Borough Engineer and Borough Attorney reviewed bids that were submitted and have recommended the award.

**R122-24, AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND DEWBERRY ENGINEERS, INC.”**- this resolution authorizes the Borough to enter into an agreement with Dewberry Engineers, Inc. for engineering services for the design, permitting, and I-Bank funding for Mountain Lakes Well #4 PFOA / PFAS remediation.

**R123-24, AMENDING RESOLUTION 113-24 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GZA GEOENVIRONMENTAL, INC. FOR SOIL ENGINEERING SERVICES AND CORRECTING THE CONTRACT AMOUNT TO \$30,570.00** - this resolution amends the professional services agreement with GZA GeoEnvironmental, Inc. and increases the amount of the contract (not to exceed \$30,570.00).

**R124-24, REFUND OVERPAYMENT OF TAXES FOR TOTALLY DISABLED VETERAN (COLLINS, 54 COBB ROAD, BLOCK 59 LOT 44)”** - this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$1,552.76 for an overpayment of taxes for 54 Cobb Road due to the change in the property owner’s status to a permanent and totally disabled veteran.

**R125-24, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR THE RESURFACING OF BRIARCLIFF ROAD** - this resolution allows for the submission of a grant application (and execution of the grant contract, if approved), for the resurfacing of Briarcliff Road.

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***ORDINANCES TO INTRODUCE***

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**9-24, AMENDING THE REVISED GENERAL ORDINANCES OF THE BOROUGH OF MOUNTAIN LAKES AND REQUIRING THE REGISTRATION OF FORECLOSING MORTGAGED PROPERTY AND VACANT PROPERTY** – this ordinance requires the registration of foreclosed and vacant properties in an effort to discourage properties from being neglected and to protect the public health, safety, and welfare of the residents.

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***ORDINANCES TO ADOPT***

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**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.

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

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

**ORDINANCE 9-24**

**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.



**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

amount.

Section 8. The capital budget or temporary capital budget of the Borough is hereby amended to conform with the provisions of this ordinance to the extent of any inconsistency herewith and the resolutions promulgated by the Local Finance Board showing all detail of the amended capital budget or temporary capital budget and capital program as approved by the Director, Division of Local Government Services, are on file with the Borough Clerk and are available for public inspection.

Section 9. This bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by said Local Bond Law.

XX

**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of the ordinance duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on June 10, 2024.

\_\_\_\_\_  
Cara Fox, Borough Clerk

Introduced: 5/29/24

Adopted: 6/10/24

| Name              | Motion | Second | Aye | Nay | Absent | Abstain | Motion | Second | Aye | Nay | Absent | Abstain |
|-------------------|--------|--------|-----|-----|--------|---------|--------|--------|-----|-----|--------|---------|
| <b>Cannon</b>     |        | X      | X   |     |        |         |        |        |     |     |        |         |
| <b>Korman</b>     |        |        | X   |     |        |         |        |        |     |     |        |         |
| <b>Menard</b>     | X      |        | X   |     |        |         |        |        |     |     |        |         |
| <b>Muilenburg</b> |        |        | X   |     |        |         |        |        |     |     |        |         |
| <b>Richter</b>    |        |        | X   |     |        |         |        |        |     |     |        |         |
| <b>Barnett</b>    |        |        | X   |     |        |         |        |        |     |     |        |         |
| <b>Sheikh</b>     |        |        |     |     | X      |         |        |        |     |     |        |         |

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

**RESOLUTION 117-24**

**“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 June 10, 2024 and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

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**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on June 10, 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: 06/10/2024 For bills from 05/22/2024 to 06/06/2024

| Check# | Vendor                                     | Description  | Payment      | Check Total  |
|--------|--|--|--------------|--------------|
| 24024  | 219 - ACCESS                               | PO 28769 2024 ARCHIVE SERVICES - CUST# 156NFY0479  | 82.75        | 82.75        |
| 24025  | 2426 - AGL WELDING SUPPLY CO.              | PO 28419 DPW - EQUIPMENT & TOOLS - BLANKET         | 94.33        | 94.33        |
| 24026  | 3861 - AMAZON CAPITAL SERVICES             | PO 29016 DPW/WATER: ORDER# 111-1614191-9300292     | 251.10       |              |
|        |  | PO 29016 DPW/WATER: ORDER# 111-1614191-9300292     | 349.00       |              |
|        |  | PO 29047 RECREATION: ORDER# 111-8932873-5172262    | 109.97       |              |
|        |  | EO 29085 DPW: ORDER# 111-0890732-0790610           | 229.99       | 940.06       |
| 24027  | 189 - ANCHOR ACE HARDWARE                  | PO 28565 WATER OPERATING - DEPARTMENTAL SUPPLIES   | 11.96        |              |
|        |  | EO 28709 DPW - DEPARTMENT SUPPLIES - BLANKET       | 42.97        |              |
|        |  | EO 28762 DPW - BUILDING MAINTENANCE - BLANKET      | 197.67       | 252.60       |
| 24028  | 4163 - APPRAISAL SYSTEMS, INC.             | PO 28939 2024 PROFESSIONAL SERVICE FOR REASSESSME  | 3,500.00     | 3,500.00     |
| 24029  | 4148 - ATAK TRUCKING, INC.                 | PO 28915 BRACHES - MAINTENANCE OF SAND - BLANKET   | 6,048.12     | 6,048.12     |
| 24030  | 372 - BEN SHAFFER RECREATION, INC          | PO 28787 PARKS & RECREATION - MAINTENANCE          | 1,123.00     | 1,123.00     |
| 24031  | 4369 - BUY WISE AUTO PARTS, INC.           | PO 29074 POLICE: VEHICLE REPAIR - 2014 RAM 1500 5  | 123.84       | 123.84       |
| 24032  | 545 - CERTIFIED SPEEDOMETER SVC., INC      | PO 29072 POLICE: VEHICLE CALIBRATION               | 132.00       | 132.00       |
| 24033  | 4090 - CLEAN MAT SERVICES, LLC             | PO 28748 2024 FLOOR MAT SERVICE APR-DEC BLANKET    | 183.36       | 183.36       |
| 24034  | 455 - CONDURSOS GARDEN CENTER              | PO 29695 DPW - DEPARTMENT SUPPLIES                 | 115.00       | 115.00       |
| 24035  | 4566 - CREATIVE MANAGEMENT, INC            | PO 28870 DPW - DIESEL FUEL - BLANKET               | 666.54       | 666.54       |
| 24036  | 506 - DAN COMO & SONS, INC                 | PO 28955 SOLID WASTE: LEAF/BRUSH REMOVAL - BLANKET | 720.00       | 720.00       |
| 24037  | 4170 - DEWBERRY ENGINEERS, INC             | PO 27858 PROFESSIONAL SERVICES FOR PFOA PEAS REM   | 4,440.00     | 4,440.00     |
| 24038  | 2971 - DIRECT ENERGY BUSINESS              | PO 29114 BORO GARAGE: ELECTRIC SERVICE: APR-MAY 2  | 393.99       |              |
|        |  | PO 29115 WATER: ELECTRIC SERVICE - APR - MAY 2024  | 3,562.39     |              |
|        |  | PO 29116 BORO HALL: ELECTRIC SERVICE: APR - MAY 2  | 1,423.21     | 5,379.58     |
| 24039  | 2971 - DIRECT ENERGY BUSINESS              | PO 29117 PARKS & BEACHES: ELECTRIC SERVICE: APR -  | 17.74        |              |
|        |  | PO 29119 SEWER: ELECTRIC SERVICE: APR - MAY 2024   | 30.23        | 47.97        |
| 24040  | 652 - DOVER BRAKE AND CLUTCH CO. INC       | PO 28304 DPW - VEHICLE REPAIR & MAINTENANCE - BLA  | 139.18       | 139.18       |
| 24041  | 4573 - EARTHWORKS, INC.                    | PO 28035 SUNSET LAKE DAM REHABILITATION PROJECT    | 328,301.20   |              |
|        |  | PO 28685 SUNSET LAKE DAM REHABILITATION PROJECT -  | 49,018.40    | 377,319.60   |
| 24042  | 653 - GANNET NEW YORK/NEW JERSEY LOCALIQ   | PO 28433 PLANNING/ZONING - 2024 ADVERTISING - BLA  | 35.88        |              |
|        |  | PO 28971 CLERK: ADVERTISING BLANKET 2024           | 247.94       |              |
|        |  | PO 29052 POWERVILLE RD AD PLACEMENT - ACCT# 11203  | 128.60       | 412.42       |
| 24043  | 876 - GARDEN STATE LABORATORIES, INC       | PO 28592 WATER OPERATING - TREATMENT OF WELLS - B  | 144.00       | 144.00       |
| 24044  | 4605 - GEESE CHASERS NORTH JERSEY, LLC     | PO 28949 PARKS: GOOSE MANAGEMENT ANNUAL MAINTENAN  | 1,150.00     | 1,150.00     |
| 24045  | 196 - GRIFFITH-ALLIED TRUCKING, LLC        | PO 28954 UNLEADED GASOLINE - MCCPC CONTRACT #1 -   | 2,611.32     | 2,611.32     |
| 24046  | 3991 - GRM INFORMATION MANAGEMENT SERVICES | PO 28967 2024 ARCHIVE STORAGE 2-4 QTR - ACCT 01Q   | 168.24       | 168.24       |
| 24047  | 4498 - GZA GEOENVIRONMENTAL, INC           | PO 27580 SUNSET LAKE DAM PROJECT: SOIL ENGINEERIN  | 15,805.00    | 15,805.00    |
| 24048  | 4188 - HERC RENTALS, INC.                  | PO 29104 BH: RENOVATIONS - RENTAL PICK UP FEE      | 175.00       | 175.00       |
| 24049  | 911 - HOME DEPOT CREDIT SERVICES           | PO 28247 S & R - BUILDING MAINTENANCE - BLANKET    | 182.03       |              |
|        |  | PO 28987 DPW - DEPARTMENT SUPPLIES - BLANKET       | 189.45       |              |
|        |  | PO 29024 WATER OPERATING - DEPARTMENTAL SUPPLIES   | 108.02       |              |
|        |  | PO 29108 BH: RENOVATIONS - SUPPLIES                | 166.46       | 645.96       |
| 24050  | 4234 - JAG CAR WASH HOLDINGS, LLC          | PO 28227 POLICE: CAR WASH BLANKET - 2024 BLANKET   | 610.00       | 610.00       |
| 24051  | 633 - JASON DIMICK                         | PO 29002 POLICE: REIMBURSEMENT - JASON DIMICK      | 12.76        | 12.76        |
| 24052  | 4623 - JASON DOLINKSY                      | PO 29088 LIFEGUARD FINGERPRINT REIMBURSEMENT       | 58.98        | 58.98        |
| 24053  | 859 - JCP&L                                | PO 29079 M/A #200 000 054 011/ BILL DATE: MAY 23,  | 224.50       |              |
|        |  | PO 29080 ACCT#100 141 241 893 BILL PRD: 4/23 - 5/  | 48.03        |              |
|        |  | PO 29081 ACCT#100 151 758 974 - BILL PRD: 4/24 -   | 343.45       |              |
|        |  | PO 29082 ACCT#100 075 505 725 - BILL PRD: 4/23 -   | 4.09         |              |
|        |  | PO 29109 ACCT#100 050 702 156 - BILL PRD: 4/27 -   | 6.20         | 626.27       |
| 24054  | 859 - JCP&L                                | PO 29110 STREET LIGHTING - ASSORTED ACCOUNTS - AP  | 93.91        | 93.91        |
| 24055  | 1040 - JESCO, INC.                         | PO 29027 S & R - EQUIPMENT REPAIR                  | 219.70       | 219.70       |
| 24056  | 3153 - KANSAS STATE BANK                   | PO 29091 COPIER-JUL 2024 SEMI ANNUAL LEASE PAYMEN  | 2,308.00     | 2,308.00     |
| 24057  | 3153 - KANSAS STATE BANK                   | PO 29092 POLICE: ACCT 3360384 - FORD EXPLORER FIN  | 16,576.47    |              |
|        |  | PO 29092 POLICE: ACCT 3360384 - FORD EXPLORER FIN  | 7,760.00     | 24,336.47    |
| 24058  | 2561 - LIFESAVERS, INC.                    | PO 29044 POLICE: CPR E-CARDS                       | 78.00        | 78.00        |
| 24059  | 1338 - MGL PRINTING SOLUTIONS, LLC         | PO 29075 TAX COLLECTOR: TAX BILLS                  | 668.00       | 668.00       |
| 24060  | 3926 - MITCHELL STERN                      | PO 29053 ADMIN: REIMBURSEMENT - ZOOM SUBSCRIPTION  | 586.33       | 586.33       |
| 24061  | 2534 - MORRIS COUNTY OVERHEAD DOOR COMPANY | PO 29057 DPW - BUILDING MAINTENANCE                | 916.30       | 916.30       |
| 24062  | 1309 - MORRIS CTY TAX COLL/TREAS ASSN      | PO 29107 FINANCE: LEGISLATION UPDATE & CYBER SECU  | 37.00        | 37.00        |
| 24063  | 1371 - MTN. LAKES BOARD OF EDUCATION       | PO 29090 JUNE 2024 MTN LAKES SCHOOL DISTRICT GENE  | 2,118,523.15 | 2,118,523.15 |
| 24064  | 479 - NEW JERSEY HILLS MEDIA GROUP         | PO 28458 ZPOA/PLANNING BRD - ACCT# 010902 - 2024   | 10.81        | 10.81        |
| 24065  | 4221 - NORTH JERSEY BOBCAT, INC.           | PO 29028 S & R - EQUIPMENT REPAIR                  | 236.72       | 236.72       |
| 24066  | 2676 - NORTH JERSEY COPY                   | PO 28718 BUSINESS CARDS FOR DPW ASSISTANT DIRECTO  | 198.00       | 198.00       |
| 24067  | 4610 - NORTH JERSEY DETAIL, LLC            | PO 28966 POLICE: VEHICLE MAINTENANCE/TINTING       | 250.00       | 250.00       |
| 24068  | 2727 - ONE CALL CONCEPTS, INC.             | PO 29119 ACCT# 12-BML / MAY - DEC 2024 BLANKET     | 324.25       | 324.25       |
| 24069  | 2968 - OPTIMUM                             | PO 28796 DPW: 2024 INTERNET SERVICES ACCT# 07876-  | 161.21       | 161.21       |
| 24070  | 2968 - OPTIMUM                             | PO 28797 DPW: 2024 INTERNET SERVICES ACCT# 07876-  | 11.87        | 11.87        |
| 24071  | 3173 - OPTIMUM                             | PO 29077 FIRE: ACCT# 07876-693439-01-B CABLE - AP  | 151.88       | 151.88       |
| 24072  | 1714 - POWER PLACE, INC.                   | PO 28851 DPW - EQUIPMENT REPAIR - BLANKET          | 84.56        | 84.56        |
| 24073  | 4600 - PROSHRED NORTHERN NEW JERSEY        | PO 28750 ADMIN: 2024 SHREDDING SERVICES - BLANKET  | 120.00       | 120.00       |

### List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 06/10/2024 For bills from 05/22/2024 to 06/06/2024

| Check# | Vendor   | Description  | Payment  | Check Total  |
|--------|--|--|----------|--------------|
| 24074  | 1822 - R.S. PHILLIPS STEEL, LLC                  | PO 29009 DPW - GARAGE MAINTENANCE                  | 1,930.21 | 1,930.21     |
| 24075  | 4479 - SAVEON STATIONARY CO., INC                | PO 27012 POLICE: LOCKERS DELIVERY AND INSTALLATIO  | 3,875.00 |              |
| 24076  | 2470 - SKYLANDS AREA FIRE EQUIP & TRAINING       | PO 27021 POLICE: STORAGE ARMORY FURNITURE ETC. QU  | 1,095.90 | 4,970.00     |
|        |  | PO 29010 FIRE DEPT: LIGHTS & BATTERIES             | 1,982.56 |              |
| 24077  | 4152 - TARGET SOLUTIONS LEARNING, LLC            | PO 29033 FIRE DEPT: HELMETS                        | 1,544.00 | 3,526.50     |
|        |  | PO 29094 POLICE: POLICE SOFTWARE                   | 1,239.50 |              |
| 24078  | 4475 - THE HON COMPANY, LLC                      | PO 28958 POLICE: FURNITURE - STATE CONTRACT #19FC  | 2,020.98 | 2,020.98     |
| 24079  | 881 - TMS, INC                                   | PO 28179 ADMIN: 2024 DNS HOSTING / ACCT# GTI - BL  | 25.24    |              |
| 24080  | 4191 - TRANSUNION RISK & ALTERNATIVE DATA SOLUT  | PO 29279 POLICE: DATA SEARCH - BLANKET             | 75.00    | 75.00        |
| 24081  | 1534 - TREASURER, STATE OF NJ - DIVISION OF REVE | PO 29061 NJ DEP - STORMWATER DISCHARGE GENERAL PE  | 1,050.00 | 1,050.00     |
| 24082  | 1062 - UNITED SITE SERVICES                      | PO 29111 BH: RENOVATIONS: FORTA JOHN/FENCE SERVIC  | 131.75   |              |
| 24083  | 4587 - VERIZON                                   | PO 29112 FORTA JOHNS: MAY - JUN 2024 - CUST ID# A  | 780.53   | 912.28       |
| 24084  | 3754 - VISUAL COMPUTER SOLUTIONS, INC            | PO 29078 ADMIN: ACCT# 357-361-129-0001-26 - INTER. | 246.48   | 246.48       |
| 24085  | 152 - WHITE CAP, LP                              | PO 29073 POLICE: CONFERENCE - DAN CACCIABEVE       | 249.00   | 249.00       |
|        |  | PO 29105 BH: RENOVATIONS - MISC SUPPLIES           | 657.00   | 657.00       |
| TOTAL  |  |  |          | 2,589,946.33 |

Summary By Account

| ACCOUNT           | DESCRIPTION                              | CURRENT YR       | APPROP. YEAR    | NON-BUDGETARY       | CREDIT              |
|-------------------|--|------------------|-----------------|---------------------|---------------------|
| 01-201-20-100-020 | GENERAL ADMIN - OTHER EXPENSE            | 2,210.32         |                 |                     |                     |
| 01-201-20-120-020 | MUNICIPAL CLERK - OTHER EXP'S            | 247.94           |                 |                     |                     |
| 01-201-20-130-020 | FINANCE - OTHER EXPENSES                 | 37.00            |                 |                     |                     |
| 01-201-20-140-020 | COMPUTER SERVICES                        | 283.59           |                 |                     |                     |
| 01-201-20-145-020 | TAX COLLECTOR - OTHER EXPENSES           | 668.00           |                 |                     |                     |
| 01-201-20-150-020 | TAX ASSESSOR - OTHER EXPENSES            | 3,500.00         |                 |                     |                     |
| 01-201-21-180-020 | PLANNING BOARD - OTHER EXPENSE           | 46.69            |                 |                     |                     |
| 01-201-25-240-020 | POLICE DEPT - OTHER EXPENSES             | 21,570.81        |                 |                     |                     |
| 01-201-25-255-020 | FIRE DEPT - OTHER EXPENSES               | 3,678.38         |                 |                     |                     |
| 01-201-26-290-020 | STREETS & ROADS - OTHER EXP.             | 5,625.14         |                 |                     |                     |
| 01-201-26-305-020 | SOLID WASTE - OTHER EXPENSES             | 720.00           |                 |                     |                     |
| 01-201-26-310-020 | BLDG & GROUNDS - MUNIC BLDG              | 183.36           |                 |                     |                     |
| 01-201-26-315-020 | VEHICLE REPAIRS & MAINTENANCE            | 513.02           |                 |                     |                     |
| 01-201-28-370-020 | PARKS & PLAYGROUNDS OTHER EXP.           | 168.95           |                 |                     |                     |
| 01-201-28-375-020 | MAINT OF PARKS (BEACHES/LAKES)           | 9,101.65         |                 |                     |                     |
| 01-201-31-435-020 | ELECTRICITY - ALL DEPARTMENTS            | 2,461.20         |                 |                     |                     |
| 01-201-31-436-020 | ELECTRICITY - STREET LIGHTING            | 93.91            |                 |                     |                     |
| 01-201-31-447-020 | PETROLEUM PRODUCTS                       | 3,277.96         |                 |                     |                     |
| 01-207-55-000-000 | LOCAL SCHOOL TAXES PAYABLE               |                  |                 | 2,118,523.15        |                     |
| 01-260-05-100     | DUE TO CLEARING                          |                  |                 | 0.00                | 2,172,910.97        |
| <b>TOTALS FOR</b> | <b>Current Fund</b>                      | <b>54,387.82</b> | <b>0.00</b>     | <b>2,118,523.15</b> | <b>2,172,910.97</b> |
| 04-215-55-985-000 | 2019 CAPITAL ORDINANCE 2-19              |                  |                 | 187,284.59          |                     |
| 04-215-55-989-000 | 2020 CAPITAL ORD. 8-20 BORO HALL RENOV.  |                  |                 | 306.75              |                     |
| 04-215-55-996-000 | 2023 CAPITAL ORDINANCE 8-23              |                  |                 | 4,970.00            |                     |
| 04-215-55-997-000 | CAPITAL ORD. 12-23                       |                  |                 | 205,840.01          |                     |
| 04-215-55-998-000 | 2023 CAPITAL ORD. 13-23 BORO HALL RENOV. |                  |                 | 823.46              |                     |
| 04-215-55-999-000 | 2024 CAPITAL ORDINANCE 3-24              |                  |                 | 128.60              |                     |
| 04-260-05-100     | DUE TO CLEARING                          |                  |                 | 0.00                | 399,353.41          |
| <b>TOTALS FOR</b> | <b>General Capital</b>                   | <b>0.00</b>      | <b>0.00</b>     | <b>399,353.41</b>   | <b>399,353.41</b>   |
| 05-201-55-520-520 | Water Operating - Other Expenses         | 5,451.72         |                 |                     |                     |
| 05-203-55-520-520 | (2023) Water Operating - Other Expenses  |                  | 4,440.00        |                     |                     |
| 05-260-05-100     | DUE TO CLEARING                          |                  |                 | 0.00                | 9,891.72            |
| <b>TOTALS FOR</b> | <b>Water Operating</b>                   | <b>5,451.72</b>  | <b>4,440.00</b> | <b>0.00</b>         | <b>9,891.72</b>     |

| ACCOUNT           | DESCRIPTION                        | CURRENT YR   | APPROP. YEAR | NON-BUDGETARY   | CREDIT          |
|-------------------|------------------------------------|--------------|--------------|-----------------|-----------------|
| 07-201-55-520-520 | Sewer Operating - Other Expenses   | 30.23        |              |                 |                 |
| 07-260-05-100     | DUE TO CLEARING                    |              |              | 0.00            | 30.23           |
| <b>TOTALS FOR</b> | <b>Sewer Operating</b>             | <b>30.23</b> | <b>0.00</b>  | <b>0.00</b>     | <b>30.23</b>    |
| 19-260-05-100     | DUE TO CLEARING                    |              |              | 0.00            | 7,760.00        |
| 19-300-60-000-005 | RESERVE FOR POLICE VEHICLE         |              |              | 7,760.00        |                 |
| <b>TOTALS FOR</b> | <b>Police Outside Detail Trust</b> | <b>0.00</b>  | <b>0.00</b>  | <b>7,760.00</b> | <b>7,760.00</b> |

|   |                     |
|---|---------------------|
| Total to be paid from Fund 01 Current Fund                | 2,172,910.97        |
| Total to be paid from Fund 04 General Capital             | 399,353.41          |
| Total to be paid from Fund 05 Water Operating             | 9,891.72            |
| Total to be paid from Fund 07 Sewer Operating             | 30.23               |
| Total to be paid from Fund 19 Police Outside Detail Trust | 7,760.00            |
|   | <u>2,589,946.33</u> |

**Checks Previously Disbursed**

|       |       |  |             |           |
|-------|-------|--|-------------|-----------|
| 24023 | NJDFW | PO# 29065 WILDWOOD LAKE AND MOUNTAIN LAKES W | 4.00        | 5/30/2024 |
|       |       |  | <u>4.00</u> |           |

| Totals by fund                      | Previous Checks/Voids | Current Payments    | Total                      |
|-------------------------------------|-----------------------|---------------------|----------------------------|
| Fund 01 Current Fund                | 4.00                  | 2,172,910.97        | <b>2,172,914.97</b>        |
| Fund 04 General Capital             |                       | 399,353.41          | <b>399,353.41</b>          |
| Fund 05 Water Operating             |                       | 9,891.72            | <b>9,891.72</b>            |
| Fund 07 Sewer Operating             |                       | 30.23               | <b>30.23</b>               |
| Fund 19 Police Outside Detail Trust |                       | 7,760.00            | <b>7,760.00</b>            |
| <b>BILLS LIST TOTALS</b>            | <b>4.00</b>           | <b>2,589,946.33</b> | <b><u>2,589,950.33</u></b> |

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

Meeting Date: 06/10/2024 For bills from 05/22/2024 to 06/06/2024

| Check# | Vendor                                     | Description                                       | Payment  | Check Total |
|--------|--|---|----------|-------------|
| 5619   | 4621 - DANIELLE KEUSCHER                   | PO 29066 RECREATION: REIMBURSEMENT                | 58.98    | 58.98       |
| 5620   | 2922 - DENVILLE STRING BAND                | PO 29098 SOMMER CONCERT - DENVILLE STRING BAND JU | 325.00   | 325.00      |
| 5621   | 3730 - DORNEY PARK & WILDWATER KINGDOM, LL | PO 29050 TEEN ADVENTURE: 2024 DORNEY PARK TICKETS | 6,300.00 | 6,300.00    |
| 5622   | 4622 - JACLYN BEVACQUA                     | PO 29087 RECREATION: REIMBURSEMENT                | 58.98    | 58.98       |
| 5623   | 4620 - JUSTIN RAMIREZ                      | PO 29064 RECREATION: FINGERPRINT REIMBURSEMENT    | 58.98    | 58.98       |
| 5624   | 4618 - MARGARET BEATTY                     | PO 29063 FINGERPRINT REIMBURSEMENT                | 58.98    | 58.98       |
| 5625   | 4616 - ROLL AMERICA, INC                   | PO 29069 RECREATION: ROLLER SKATING JULY 22, 2024 | 800.00   | 800.00      |
|        |  | PO 29070 RECREATION: ROLLER SKATING JULY 22, 2024 | 800.00   | 1,600.00    |
| 5626   | 4619 - THE NEW FUN SERVICES, LLC           | PO 29068 RECREATION: WATER INFLATABLES DEPOSIT    | 800.00   | 800.00      |
| TOTAL  |  |   |          | 9,260.92    |

Summary By Account

| ACCOUNT           | DESCRIPTION               | CURRENT YR | APPROP. YEAR | NON-BUDGETARY | CREDIT   |
|-------------------|---------------------------|------------|--------------|---------------|----------|
| 33-101-01-001-001 | CASH - RECREATION         |            |              | 0.00          | 9,260.92 |
| 33-600-00-090-000 | Recreation Trust Reserves |            |              | 9,260.92      |          |
| <b>TOTALS FOR</b> | <b>Recreation Trust</b>   | 0.00       | 0.00         | 9,260.92      | 9,260.92 |

Total to be paid from Fund 33 Recreation Trust

9,260.92  
-----  
9,260.92



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

**RESOLUTION 118-24**

**“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES”**

**WHEREAS**, the Tax Collector certifies that the following property has an overpayment of 1<sup>st</sup> and 2<sup>nd</sup> quarter 2024 taxes and the Collector has authorized the issuance of a refund.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that a warrant be drawn to Nicolas and Angelina Bright representing a refund due to an overpayment.

| Block | Lot | Name & Mailing Address  | Property Address               | Amount      |
|-------|-----|---|--------------------------------|-------------|
| 80    | 43  | Nicolas and Angelina Bright<br>401 100 Ave NE, Unit 320<br>Bellevue, Washington 98006 | 29 Oak Lane Mountain Lakes, NJ | \$12,714.24 |

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 June 10, 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 119-24**

**“RESOLUTION AUTHORIZING MEMBERSHIP IN THE MOUNTAIN LAKES VOLUNTEER FIRE DEPARTMENT”**

**WHEREAS**, the following individuals have applied for membership in the Mountain Lakes Volunteer Fire Department and have submitted the required documentation; and

**WHEREAS**, the Fire Department recommends these individuals for membership; and

**WHEREAS**, a copy of the applications has been filed with the Borough Clerk.

**NOW THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the Borough of Mountain Lakes approves the applications for the following individuals:

|                       |                        |                       |
|-----------------------|------------------------|-----------------------|
| <b>Ryan Lalani</b>    | <b>74 Ball Road</b>    | <b>Mountain Lakes</b> |
| <b>Fernando Remos</b> | <b>2 Roberts Drive</b> | <b>Mountain Lakes</b> |
| <b>Jack Fitch</b>     | <b>2 Esplanade</b>     | <b>Mountain Lakes</b> |
| <b>Anthony Wu</b>     | <b>9 Yorke Road</b>    | <b>Mountain Lakes</b> |

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**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on June 10, 2024.

\_\_\_\_\_  
Cara Fox, Borough Clerk

| <b>Name</b>       | <b>Motion</b> | <b>Second</b> | <b>Aye</b> | <b>Nay</b> | <b>Absent</b> | <b>Abstain</b> |
|-------------------|---------------|---------------|------------|------------|---------------|----------------|
| <b>Cannon</b>     |               |               |            |            |               |                |
| <b>Korman</b>     |               |               |            |            |               |                |
| <b>Menard</b>     |               |               |            |            |               |                |
| <b>Muilenburg</b> |               |               |            |            |               |                |
| <b>Richter</b>    |               |               |            |            |               |                |
| <b>Barnett</b>    |               |               |            |            |               |                |
| <b>Sheikh</b>     |               |               |            |            |               |                |

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

**RESOLUTION 120-24**

**“RESOLUTION TO ENTER INTO A SHARED SERVICES AGREEMENT BETWEEN MOUNT OLIVE TOWNSHIP  
AND THE BOROUGH OF MOUNTAIN LAKES FOR PUBLIC HEALTH SERVICES”**

**WHEREAS**, the Borough of Mountain Lakes and Mount Olive Township determined it to be in their mutual best interests to provide for the sharing of personnel and resources by their respective Municipalities as authorized by N.J.S.A. 40A:65.1, *et seq.* and wish to enter into a Shared Services Agreement (hereinafter “the Agreement”) for Public Health Services.

**NOW, THEREFORE BE IT RESOLVED** the by the Borough Council of the Borough of Mountain Lakes, in the County of Morris, and State of New Jersey, that the appropriate municipal officials are hereby authorized to enter into an agreement between the Borough of Mountain Lakes and Mount Olive Township for Health Services as set forth in the agreement.

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**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on June 10, 2024.

\_\_\_\_\_  
Cara Fox, Borough Clerk

| <b>Name</b>       | <b>Motion</b> | <b>Second</b> | <b>Aye</b> | <b>Nay</b> | <b>Absent</b> | <b>Abstain</b> |
|-------------------|---------------|---------------|------------|------------|---------------|----------------|
| <b>Cannon</b>     |               |               |            |            |               |                |
| <b>Korman</b>     |               |               |            |            |               |                |
| <b>Menard</b>     |               |               |            |            |               |                |
| <b>Muilenburg</b> |               |               |            |            |               |                |
| <b>Richter</b>    |               |               |            |            |               |                |
| <b>Barnett</b>    |               |               |            |            |               |                |
| <b>Sheikh</b>     |               |               |            |            |               |                |

**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**

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

**RESOLUTION 121-24**

**“RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR POWERVILLE ROAD IMPROVEMENT PROJECT”**

**WHEREAS**, the Borough published specifications and solicited bids for the Powerville Road Improvement project; and

**WHEREAS**, eight (8) bids were received on May 30, 2024; and

**WHEREAS**, the lowest conforming bid was submitted by Cifelli & Son General Contracting, Inc., Nutley, New Jersey in an amount of \$310,781.00; and

**WHEREAS**, the low bid has been reviewed and recommended by the Borough Engineer and Borough Attorney; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that Cifelli & Son General Contracting, Inc., Nutley, New Jersey shall be awarded the Contract for the Powerville Road Improvement project in an amount of \$310,781.00; and

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

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**CERTIFICATION:** I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on June 10, 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**  
04-215-55-999-010 PAVING - POWERVILLE ROAD \$310,781.00

  
\_\_\_\_\_  
Monica Goscicki, CFO

PROPOSAL

TO the Borough of Mountain Lakes (hereinafter called "Owner").

FOR the construction and installation of the proposed municipal improvements, in strict accordance with the Contract Documents.

BY Cifelli & Son General Contr., Inc.  
81 Franklin Avenue  
Netley, NJ 07110

(Name and Address)

(hereinafter called "Bidder"), organized and existing under the law of the State of New Jersey and doing business as a(n) Cifelli & Son Gen Contr, Inc. (corporation, partnership, or individual).

The party above named, as Bidder, declares that the only persons or parties interested in this Proposal as principals are named above; that this Proposal is made without any connection with any other person, firm, or corporation making a Proposal for the same purpose; that the Proposal is in all respects fair and without collusion or fraud, and that no officer or employee of the Owner is, shall be, or will become, directly or indirectly, interested as a contracting party, partner, stockholder, surety or otherwise, in the performance of the contract, or in the supplies, work or business to which it relates, or in any portion of the profits thereof; that he has examined the sites of the work, the Contract Documents and the Drawings therein referred to, and has read the Instructions to Bidders hereto attached; and he proposes and agrees, if this Proposal be accepted, that he will Contract with the Owner, in the form of Contract hereto attached, to furnish all the materials, labor and equipment, and all else necessary to perform all work specified in the Contract Documents in the manner and time therein specified, for the following price or prices; to wit:

POWERSVILLE ROAD IMPROVEMENT PROJECT  
Contract 2024.04

The descriptions given for each bid item are limited. Bidders are directed to the Specifications for complete descriptions of the items listed in the Proposal. Bid prices must be based on said complete descriptions.

The estimated quantities listed in this Proposal are for comparison of bids only. The Contractor shall be paid for the actual quantities of work which are completed as per the Contract Drawings and/or as directed by the Engineer, and which are measured as specified in the Contract Documents. For the furnishing and installation of the work, in accordance with the Contract Documents, the following prices:

| <u>ITEM NO.</u> | <u>ESTIMATED QUANTITY</u> | <u>DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES</u>  | <u>AMOUNT</u>       |
|-----------------|---------------------------|--|---------------------|
| 1               | L.S.                      | Site preparation and restoration; for the lump sum price of \$ <u>3,000.00</u> .<br><u>Three Thousand</u> Dollars<br>and <u>zero</u> Cents | \$ <u>3,000.00</u>  |
| 2               | 50 S.Y.                   | Base repair, HMA 19M64; for the unit price of \$ <u>30.00</u> per square yard.<br><u>Thirty</u> Dollars<br>and <u>zero</u> Cents           | \$ <u>1,500.00</u>  |
| 3               | 8,300 S.Y.                | Pavement milling, 2" depth; for the unit price of \$ <u>4.65</u> per square yard.<br><u>Four</u> Dollars<br>and <u>sixty-five</u> Cents    | \$ <u>38,595.00</u> |
| 4               | 940 TONS                  | 2" HMA 9.5M64 overlay; for the unit price of \$ <u>94.00</u> per ton.<br><u>ninety-four</u> Dollars<br>and <u>zero</u> Cents               | \$ <u>88,360.00</u> |
| 5               | 2,941 L.F.                | Concrete curb replacement; for the unit price of \$ <u>32.00</u> per lineal foot.<br><u>Thirty-two</u> Dollars<br>and <u>zero</u> Cents    | \$ <u>94,112.00</u> |

| <u>ITEM NO.</u> | <u>ESTIMATED QUANTITY</u> | <u>DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES</u>  | <u>AMOUNT</u>       |
|-----------------|---------------------------|--|---------------------|
| 6               | 2,050 S.F.                | Concrete sidewalk; for the unit price of \$ <u>12.00</u> per square foot.<br><br><u>Twelve</u> Dollars<br>and <u>zero</u> Cents              | \$ <u>24,600.00</u> |
| 7               | 10 EA.                    | Detectable warning surface; for the unit price of \$ <u>300.00</u> each.<br><br><u>Three hundred</u> Dollars<br>and <u>zero</u> Cents        | \$ <u>3,000.00</u>  |
| 8               | 3 EA.                     | Install new inlet grate; for the unit price of \$ <u>225.00</u> each.<br><br><u>Two hundred twenty-five</u> Dollars<br>and <u>zero</u> Cents | \$ <u>675.00</u>    |
| 9               | 1 EA.                     | Install inlet headpiece plates; for the unit price of \$ <u>400.00</u> each.<br><br><u>Four hundred</u> Dollars<br>and <u>zero</u> Cents     | \$ <u>400.00</u>    |
| 10              | 8 EA.                     | Construction signs, up to 5 SF; for the unit price of \$ <u>5.00</u> each.<br><br><u>Five</u> Dollars<br>and <u>zero</u> Cents               | \$ <u>40.00</u>     |
| 11              | 18 EA.                    | Construction signs, over 5 SF; for the unit price of \$ <u>5.00</u> each.<br><br><u>Five</u> Dollars<br>and <u>zero</u> Cents                | \$ <u>90.00</u>     |
| 12              | 9 EA.                     | Breakaway barricades; for the unit price of \$ <u>1.00</u> each.<br><br><u>One</u> Dollars<br>and <u>zero</u> Cents                          | \$ <u>9.00</u>      |

| <u>ITEM NO.</u> | <u>ESTIMATED QUANTITY</u> | <u>DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES</u>  | <u>AMOUNT</u>       |
|-----------------|---------------------------|--|---------------------|
| 13              | 3,000 L.F.                | 4" wide double yellow line; for the unit price of \$ <u>1.30</u> per lineal foot.<br><u>One</u> Dollars<br>and <u>thirty</u> Cents                       | \$ <u>3,900.00</u>  |
| 14              | 11 EA.                    | Thermoplastic crosswalk; for the unit price of \$ <u>275.00</u> each.<br><u>Two hundred seventy-five</u> Dollars<br>and <u>zero</u> Cents                | \$ <u>3,025.00</u>  |
| 15              | 2 EA.                     | Speed hump; for the unit price of \$ <u>7,500.00</u> each.<br><u>Seven thousand, five hundred</u> Dollars<br>and <u>zero</u> Cents                       | \$ <u>15,000.00</u> |
| 16              | 200 S.F.                  | Traffic markings, extruded thermoplastic, white; for the unit price of \$ <u>7.50</u> per square foot.<br><u>Seven</u> Dollars<br>and <u>fifty</u> Cents | \$ <u>1,500.00</u>  |
| 17              | 7 EA.                     | Pavement reflectors at fire hydrants; for the unit price of \$ <u>225.00</u> each.<br><u>Two hundred twenty-five</u> Dollars<br>and <u>zero</u> Cents    | \$ <u>1,575.00</u>  |
| 18              | L.S.                      | Allowance for asphalt price adjustment; for the lump price of <u>\$3,000.00.</u><br><u>Three Thousand</u> Dollars<br>and <u>Zero</u> Cents               | \$ <u>3,000.00</u>  |
| 19              | L.S.                      | Allowance for fuel price adjustment; for the lump price of <u>\$2,000.00.</u><br><u>Two Thousand</u> Dollars<br>and <u>Zero</u> Cents                    | \$ <u>2,000.00</u>  |

2024.04

P-2C

| <u>ITEM NO.</u> | <u>ESTIMATED QUANTITY</u> | <u>DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES</u>   | <u>AMOUNT</u>        |
|-----------------|---------------------------|---|----------------------|
| 20              | 240 HR.                   | Uniformed traffic officers; for the unit price of \$110.00 per hour.<br><br>_One Hundred Ten_____ Dollars<br>and _Zero_____ Cents | \$ <u>26,400.00</u>  |
| TOTAL BID       |                           |   | \$ <u>310,781.00</u> |



BIDDER QUESTIONNAIRE

1. Name and address of contracting firm:

Cifellia, Inc General Contr, Inc.  
81 Franklin Avenue  
Mt. Pleasant, NJ 07110

Phone 973 235 1122 Fax 973 235 0456

Email Cifellison@yahoo.com

2. Names and addresses of all officers of the corporation, or all persons interested in the foregoing bid as principals:

| <u>Name</u>            | <u>Address</u>   |
|------------------------|--|
| <u>Michael Cifelli</u> | <u>81 Franklin Avenue</u><br><u>Mt. Pleasant, NJ 07110</u> |
| <u> </u>               | <u> </u>   |
| <u> </u>               | <u> </u>   |
| <u> </u>               | <u> </u>   |
| <u> </u>               | <u> </u>   |
| <u> </u>               | <u> </u>   |

3. Has any member of the firm or officer of the corporation been in bankruptcy?

no

If yes, give particulars \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Has any member of the firm, or officer of the corporation, been an officer in a corporation which has been in a bankruptcy? no

If yes, give particulars \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Has your firm or corporation ever defaulted or been declared in default on any contract? no

If yes, give particulars \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. How many years has your present organization been in the contracting business? 14

7. List 2 or 3 general business references.

| <u>Name</u>             | <u>Type of Business</u> | <u>Address</u>              | <u>Phone</u>        |
|-------------------------|-------------------------|-----------------------------|---------------------|
| <u>Weldon Materials</u> | <u>-</u>                | <u>Central Avenue</u>       |                     |
|                         |                         | <u>Westfield, NJ</u>        | <u>908 233 4444</u> |
| <u>Uesco</u>            | <u>-</u>                | <u>St. Nicholas Avenue</u>  |                     |
|                         |                         | <u>South Plainfield, NJ</u> | <u>973 227 2221</u> |

8. List bank references.

| <u>Name</u>        | <u>Address</u>           | <u>Phone</u>        |
|--------------------|--------------------------|---------------------|
| <u>Wells Fargo</u> | <u>350 Centre Street</u> |                     |
|                    | <u>Mt. Pleasant, NJ</u>  | <u>07110</u>        |
|                    | <u>Arma Boyce</u>        | <u>973 662-1006</u> |



CIFELLI & SON GENERAL CONTRACTING, INC.  
81 FRANKLIN AVE  
NUTLEY, NEW JERSEY 07110

TEL. 973-235-1122

EMAIL: cifellison@yahoo.com

FAX: 973-235-0456

## Equipment List

| TYPE                             | QUANTITY | AGE | UNPAID<br>BALANCE | PRESENT<br>VALUE | CONDITION |
|----------------------------------|----------|-----|-------------------|------------------|-----------|
| Mack RD 688<br>Triaxle Truck     | 1        | 20  | Paid              | \$60,000.00      | Excellent |
| Kenworth<br>T80 Tandem           | 1        | 20  | Paid              | \$55,000.00      | Excellent |
| Ford F-350<br>Pickup Truck       | 1        | 7   | Paid              | \$15,000.00      | Great     |
| GMC Kodiak<br>Mason Truck        | 1        | 14  | Paid              | \$12,000.00      | Great     |
| Izuzu Tool Truck                 | 1        | 14  | Paid              | \$16,000.00      | Excellent |
| John Deere Backhoe<br>310SG      | 1        | 11  | Paid              | \$35,000.00      | Great     |
| Kubota Excavator<br>KX-80        | 1        | 5   | Paid              | \$90,000.00      | Excellent |
| Ingersoll Rand<br>Air Compressor | 1        | 13  | Paid              | \$5,000.00       | Good      |
| Eager Beaver<br>Trailer          | 1        | 11  | Paid              | \$15,000.00      | Excellent |
| Case TR340<br>Skidsteer          | 1        | 2   | Paid              | \$25,000.00      | Excellent |

NON-COLLUSION AFFIDAVIT

STATE OF New Jersey

COUNTY OF Morris

SS:

I, Michael Cifelli of Nutley  
(Name of Affiant) (Municipality)

in the County of Essex and the State of New Jersey

of full age, being duly sworn according to law, on my oath depose and say that:

I am President of Cifelli + Son Gen. Contr. Inc.  
(Title of Position) (Name of Bidder)

the bidder making the Proposal for the above named project, and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Owner relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or agent has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide established commercial or selling agencies maintained by

Cifelli + Son General Contr. Inc.  
(Name of Bidder)

Signature of Affiant Michael Cifelli

Typed or Printed Name of Affiant Michael Cifelli

Address of Affiant 81 Franklin Avenue  
Nutley, NJ 07110

Subscribed and sworn to before me this 30<sup>th</sup> day of

May, 2024.  
Lisa Pontoriero

Notary Public  
New Jersey

My Commission Expires 2-22-25  
No. 2324665

IDENTIFICATION OF SUBCONTRACTORS

For projects involving public building(s) as required by N.J.S.A. 40A:11-16, bidders must identify all subcontractors with whom they propose to contract for the hereindescribed project. The subcontractors listed herein must actually be used for the work.

For subcontracted trades requiring licenses or permits, Bidders must provide license and/or permit numbers, expiration dates and copies of the documents. If a Bidder intends to perform any portions of the work involving licensed/permitted trades, he must list himself as the applicable subcontractor and provide the above specified information.

Subcontractor Name: James Cuneo Paving, Inc.  
Address: 4 Woodport Road  
Wharton, NJ  
Nature of Work: mill + pave  
Trade: \_\_\_\_\_  
License/Permit: \_\_\_\_\_

Subcontractor Name: Statewide  
Address: 499 Pomeroy Road  
Parsippany, NJ  
Nature of Work: striping  
Trade: \_\_\_\_\_  
License/Permit: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Nature of Work: \_\_\_\_\_  
Trade: \_\_\_\_\_  
License/Permit: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Nature of Work: \_\_\_\_\_  
Trade: \_\_\_\_\_  
License/Permit: \_\_\_\_\_

AFFIRMATIVE ACTION ASSURANCE FORM

During the performance of this contract, the contractor agrees to comply with P.L. 1975, C.127, regarding affirmative action and the regulations promulgated thereunder as set forth in the Contract Documents.

FOR PROCUREMENT OR SERVICE CONTRACTS, the contractor to whom the Contract is awarded is required to submit to the Owner, prior to or at the time the contract is submitted for signing by the Owner (in accordance with N.J.A.C. 17:27-3.3(a) promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A certificate of employee information report approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office in the New Jersey Department of Treasury and completed by the contractor in accordance with N.J.A.C. 17:27-4. Blank forms (NJ Form AA302) are available from the Affirmative Action Office or the Owner.

FOR CONSTRUCTION CONTRACTS WHICH ARE NOT SUBJECT TO A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM, no later than three (3) days after signing a construction contract, the contractor is required to submit to the Owner and the Affirmative Action Office an initial project manning table consisting of forms provided by the affirmative action office (NJ Form AA201) and completed by the contractor in accordance with N.J.A.C. 17:27-7.

PLEASE INDICATE WHICH COMPLIANCE DOCUMENTATION YOU WILL PROVIDE IN THE EVENT THE CONTRACT IS AWARDED TO YOUR FIRM, AND ACKNOWLEDGE RECEIPT OF THE AFFIRMATIVE ACTION REQUIREMENTS BY SIGNING BELOW.

- Evidence that an existing federally approved or sanctioned affirmative action program is in effect.
- A certificate of employee information report approval, certificate No. \_\_\_\_\_
- An initial Employee Information Report completed by the contractor in accordance with N.J.A.C. 17:27-4.

Firm Name Citelli & Son General Contr, Inc.  
 Name of Representative Michael Citelli  
 Signature Michael Citelli  
 Title President Date 5/30/24

BID SUBMISSION CHECKLIST

A. Failure to submit any of the following documents is a mandatory cause for the bid to be rejected (N.J.S.A. 40A:11-23.2). The bidder shall check and initial at each item as acknowledgement that the item has been provided:

- Bid guarantee as required by N.J.S.A. 40A:11-21. Initials M.C.
- Certificate from a surety company pursuant to N.J.S.A. 40A:11-22. Initials M.C.
- Statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2. Initials M.C.
- A listing of subcontractors. Initials M.C.
- If applicable, bidder's acknowledgement of receipt of addenda to specifications or bid documents. Initials N/A

B. Failure to submit any of the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)

- Bidder's and Subcontractors Business Registration Certificates, pursuant to P.L. 2004, C.57. Initials M.C.
- Consent of Surety as to a Labor and Material Payment Bond Initials M.C.
- Submission of a Non-Collusion Affidavit (this form must be Notarized) Initials M.C.
- Affirmative Action Assurance Form Initials M.C.
- Public Works Contractor Registration Certificate, pursuant to P.L. 1999, c.238 Initials M.C.
- Iran Investment Activities Disclosure, as required by N.J.S.A. 40A:11-2.1. Initials M.C.

C. The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder: Citelli & Son Gen. Contr., Inc.

By Authorized Representative:

Signature: Michael Citelli

Print Name and Title: Michael Citelli - President

Date: 5/30/24

Accompanying this Proposal are the following items as required by the Contract Documents:

Certified check or bid bond for the sum of \$ 20,000.00

Consent of Surety Statement, dated May 30, 2024

Public Works Contractor Registration Certificate, dated \_\_\_\_\_, \_\_\_\_\_

Business Registration Certificate, dated \_\_\_\_\_, \_\_\_\_\_

Iran Investment Activities Disclosure, dated May 30, 2024

The Bidder acknowledges receipt of the following Addenda: "NONE"

No. \_\_\_\_\_ dated \_\_\_\_\_ Initials \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_ Initials \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_ Initials \_\_\_\_\_

No. \_\_\_\_\_ dated \_\_\_\_\_ Initials \_\_\_\_\_

The Bidder, as attested by signature below, formally makes this Proposal and acknowledges the submission of all information required on foregoing pages P-1 through P-11.

Proposal respectfully submitted:

[Handwritten Signature]  
(Signature)

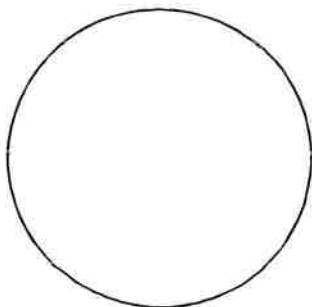
President  
(Title)

May 30, 2024  
(Date)

81 Franklin Avenue

Nutley, NJ

07110  
(Address)



SEAL if Bid is by a corporation

**Cifelli & Son General Contracting, Inc.**  
**81 Franklin Avenue**  
**Nutley, New Jersey 07110**

**Completed Contracts**

1. **Nutley Board of Education - Various School**  
**Contact :** Salvatore Ferraro - 1 Kennedy Drive  
(973)661-3500 Nutley, New Jersey  
A. Sidewalk Improvements @ Various Schools
  
2. **City of Orange - 29 North Day Street**  
Orange, New Jersey 07050  
**Contact:** Pennoni Associates – Todd Hay  
24 Commerce St Suite 300, Newark, NJ 07102 (908)653-0889  
A. 2022 NJDOT LTPF Street Paving - \$1,196,975.35  
June 2023 – October 2023
  
3. **Township of Millburn - 375 Millburn Road**  
Millburn, New Jersey  
**Contact:** FPA Engineers - William Mason  
1085 Raymond Boulevard, Newark, NJ 07012 (732)312-9832  
A: 2023 Road Program - - \$1,166,329  
August 2023 – November 2023
  
7. **Township of Weehawken - 400 Park Avenue**  
Weehawken, New Jersey 07086  
**Contact -** Collier Engineers - Joe Venezia  
331 Newman Springs Road Red Bank, NJ 07701 (732)704-5190  
A: Re: Various Streets – 2021 \$1,858,870.00  
May 2023 – December 2023
  
4. **Borough of Caldwell - 1 Provost Square**  
Caldwell, New Jersey 07006  
**Contact:** Beckmeyer Engineering  
East Rutherford, New Jersey (201)635-9401  
A: **Re:** 2021 Road Improvements - \$1,121,066.89  
August 2022 - December 2022
  
5. **Township of Montclair - 205 Claremont Avenue**  
Montclair, New Jersey  
**Contact:** Steve Wood 219 North Fullerton Avenue  
Montclair, New Jersey (973)509-5711  
A: **Re:** Curbing Through Out Township of Montclair – 1 Year Contract \$2,344,627.00  
April 2021 – July 2021
  
6. **Township of West Orange - 66 Main Street**  
West Orange, New Jersey 07052  
**Contact -** Lenny Lepore -  
66 Main Street West Orange, New Jersey 07052 (973)325-4100  
A. **Re:** 2019/2020 Capital Road Program \$2,091,766.75  
May 2021 – November 2021

OWNERSHIP DISCLOSURE STATEMENT

OWNERSHIP DISCLOSURE STATEMENT

Name of Business Cifelli & Son General Contr, Inc.  
 Address of Business 81 Franklin Avenue  
Netley, NJ 07110  
 Name of Person Completing This Form Michael Cifelli

In accordance with N.J.S.A. 52:25-24.2, no corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding 10 percent or more of that corporation's stock, or the individual partners owning 10 percent or greater interest in that partnership, or the members owning 10 percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

This Ownership Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid or proposal.

Part I

Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, sign and notarize at the end)
- Non-Profit Corporation (skip Parts II and III, sign and notarize at the end)
- Partnership       Limited Partnership       Limited Liability Partnership
- Limited Liability Company
- For-profit Corporation (including Subchapters C and S or Professional Corporation)
- Other (be specific): \_\_\_\_\_

Part II

I certify that the list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.

or

I certify that no one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or that no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below. (Please attach additional sheets if more space is needed):

Name Michael Capelli  
 Address 55 Hillside Ave.  
Nuttley, NJ 07110

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_

N/A

Part III Any Direct or Indirect Parent Entity Which is Publicly Traded

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a 10 percent or greater beneficial interest.

or

Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.

and

Submit here the relevant page numbers of the filings containing the information on each person holding a 10 percent or greater beneficial interest.

Signature of Affiant *Michael Cifelli*  
Printed Name of Affiant Michael Cifelli  
Address of Affiant 81 Franklin Avenue  
Metlley, NJ 07110

Subscribed and sworn to  
before me this 30<sup>th</sup> day of

May, 2024  
Lisa Pontoriero

Notary Public

Lisa Pontoriero  
Notary Public  
New Jersey

My Commission expires My Commission Expires 2-22-25  
No. 2324665

## Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

*Cipelli & Son General Contr, Inc.*

### Part 1: Certification

#### COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>  
[www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf](http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf)

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

#### CONTRACT AWARDS AND RENEWALS



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**Part 2: Additional Information**

**CONTRACT AMENDMENTS AND EXTENSIONS**



*I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)*

**IF UNABLE TO CERTIFY**



*I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.*

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.**

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

*n/a*

### Part 3: Certification of True and Complete Information

*I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity.*

*I acknowledge that the Owner is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts to notify the Owner in writing of any changes to the answers of information contained herein.*

*I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Owner and that the Owner at its option may declare any contract(s) resulting from this certification void and unenforceable.*

|                              |                 |              |             |         |
|------------------------------|-----------------|--------------|-------------|---------|
| <b>Full Name<br/>(Print)</b> | Michael Cifelli | <b>Title</b> | President   |         |
| <b>Signature</b>             | Michael Cifelli |              | <b>Date</b> | 5/30/24 |

BID BOND  
PAYMENT BOND  
PERFORMANCE BOND  
NOTICE OF AWARD  
NOTICE TO PROCEED

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto \_\_\_\_\_ as OWNER in the penal  
sum of \$ \_\_\_\_\_ for the payment of which, well and truly to be  
made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. The Condition of  
the above obligation is such that whereas the Principal has submitted to the OWNER  
a certain BID, attached hereto and hereby made a part hereof to enter into a  
contract in writing, for the \_\_\_\_\_  
\_\_\_\_\_.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal \_\_\_\_\_

Surety \_\_\_\_\_

By: \_\_\_\_\_

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of  
which sum well and truly to be made, we bind ourselves, successors, and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered  
into a certain contract with the OWNER, dated the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_, a copy of which is hereto attached and made a  
part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall promptly make payment to all persons,  
firms, SUBCONTRACTORS, and corporations furnishing materials for or performing  
labor in the prosecution of the WORK provided for in such contract, and any  
authorized extension or modification thereof, including all amounts due for materials  
supplies, fuels, repairs on machinery, equipment and tools, consumed or used in  
connection with the construction of such WORK, and all insurance premiums on said  
WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR  
or otherwise, then this obligation shall be void; otherwise to remain in full force and  
effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal

by \_\_\_\_\_

Name

\_\_\_\_\_

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

by \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_

(Name of Contractor)

\_\_\_\_\_

(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_

(Name of Owner)

\_\_\_\_\_

(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_ Dollars,  
(\$ \_\_\_\_\_) in lawful money of the United States, for the payment of  
which sum well and truly to be made, we bind ourselves, successors, and assigns,  
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered  
into a certain contract with the OWNER, dated the \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_, a copy of which is hereto attached and made  
a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,  
all the undertakings, covenants, terms, conditions, and agreements of said contract  
during the original term thereof, and any extensions thereof which may be granted  
by the OWNER, with or without notice to the surety and during the one year  
guaranty period, and if he shall satisfy all claims and demands incurred under such  
contract, and shall fully indemnify and save harmless the OWNER from all costs and  
damages which it may suffer by reason of failure to do so, and shall reimburse and  
repay the OWNER all outlay and expense which the OWNER may incur in making  
good any default, then this obligation shall be void; otherwise to remain in full force  
and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in \_\_\_\_\_ (number) counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Secretary

(Seal)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Principal

by \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

ATTEST:

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
Address

\_\_\_\_\_  
Surety

by \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Address

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the BID submitted by you on \_\_\_\_\_, \_\_\_\_\_, for the above described WORK in response to its Notice to Bidders and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_. You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond, Payment Bond and certificates of insurance within twenty (20) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said Bonds within twenty (20) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By \_\_\_\_\_  
Title \_\_\_\_\_  
Signed \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged this

the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

NOTICE TO PROCEED

To: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Project \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

You are hereby notified that the WORK under the above referenced Agreement is to commence on or before \_\_\_\_\_, \_\_\_\_\_.

As stipulated in the Contract Documents, and you are to complete the WORK within \_\_\_\_\_ consecutive calendar days commencing 20 calendar days after the date of issuance of the Notice of Award which was \_\_\_\_\_.

The date of completion of all WORK is therefore \_\_\_\_\_, \_\_\_\_\_.

You are required to return an acknowledged copy of this Notice to Proceed to the OWNER.

By \_\_\_\_\_  
 Title \_\_\_\_\_  
 Signed \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

by \_\_\_\_\_

Title \_\_\_\_\_

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cifelli & Son General Contracting, Inc.  
81 Franklin Avenue, Nutley, NJ 07110  
as Principal, and NGM Insurance Company  
55 West Street, Keene, NH 03431  
as Surety, are hereby held and firmly bound unto Borough of Mountain Lakes  
400 Boulevard, Mountain Lakes, NJ 07046  
as Owner, in the penal sum of Ten Percent of Amount of Bid Not to Exceed Twenty Thousand and 00/100  
( 10% NTE \$20,000.00 ) DOLLARS,  
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,  
administrators, successors and assigns.

Signed, this 30th day of May, 2024 .

The condition of the above obligation is such that, whereas the Principal has submitted to Borough of Mountain Lakes  
a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for Powerville Road Improvement Project

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims thereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officer, the day and year first set forth above.

Attest/Witness

Lisa Pontonero

Cifelli & Son General Contracting, Inc.

By: Michael Cifelli  
Michael Cifelli - Pres.

NGM Insurance Company

By: Scott R. Kuzmic  
Scott R. Kuzmic, Attorney-in-Fact

Kelly Byrne  
Witness Kelly Byrne, Witness

CONSENT OF SURETY

Borough of Mountain Lakes  
400 Boulevard  
Mountain Lakes, NJ 07046

NGM Insurance Company \_\_\_\_\_ duly qualified to  
transact business in the State of New Jersey \_\_\_\_\_ agrees that if

Cifelli & Son General Contracting, Inc. \_\_\_\_\_  
is the successful Bidder for \_\_\_\_\_  
Powerville Road Improvement Project \_\_\_\_\_

\_\_\_\_\_ it as surety, will provide the Bidder with bonds in such form and sum as required in the advertisement or in the specifications.

Signed, sealed and dated this 30th \_\_\_\_\_ day of May \_\_\_\_\_, 2024

NGM Insurance Company \_\_\_\_\_

By: Scott R. Kuzmic  
Scott R. Kuzmic, Attorney-in-Fact

## Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2022 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by is PricewaterhouseCoopers LLP, One North Wacker, 11th Floor, Chicago, IL 60606

| <u>Surety Company</u> | <u>Capital</u> | <u>Surplus</u> |
|-----------------------|----------------|----------------|
| NGM Insurance Company | \$5,250,000    | \$600,023,203  |

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2023 (most recent calendar year available) is as follows:

| <u>Surety Company</u> | <u>Limitations</u> |
|-----------------------|--------------------|
| NGM Insurance Company | \$57,978,000       |

- 3) The amount of the bond to which the statement and certification is attached is \$ 10% NTE \$20,000.00

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

| <u>Reinsurer</u> | <u>Address</u> | <u>Amount</u> |
|------------------|----------------|---------------|
|------------------|----------------|---------------|

And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

### Certificate

I, Scott R. Kuzmic as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.

  
(Signature of certifying agent/officer)

Scott R. Kuzmic, Attorney-in-Fact  
(Print name of certifying agent/officer)

Date: May 30, 2024

Attorney in Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Fernanda L DePaolantonio, Eric J Follman Sr, Scott R Kuzmic, Lynn M Wheelock** -----

its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

- 1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 24th day of August, 2023.

NGM INSURANCE COMPANY By:

*Lauren K. Powell*

Lauren K. Powell

Vice President, Corporate Secretary



State of Wisconsin,  
County of Dane.

On this 24th day of August, 2023, before the subscriber a Notary Public of State of Wisconsin in and for the County of Dane duly commissioned and qualified, came Lauren K. Powell of NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin this 24th day of August, 2023.

*Andrew Rose*

My Commission Expires May 21, 2027



I, Andrew Rose, Vice President of NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Madison, Wisconsin this

30th day of May, 2024

*Andrew Rose*

Andrew Rose, Vice President



# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** CIFELLI & SON GENERAL CONTRACTING INCORPORATED  
**Trade Name:**  
**Address:** 81 FRANKLIN AVENUE  
NUTLEY, NJ 07110-3234  
**Certificate Number:** 1586888  
**Effective Date:** September 03, 2010  
**Date of Issuance:** May 26, 2020

**For Office Use Only:**

20200526083928871

Certificate Number  
679533

Registration Date: 10/27/2022  
Expiration Date: 10/26/2024



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Cifelli & Son General Contracting, Inc

**Responsible Representative(s):**

Michael Cifelli, President

A handwritten signature in black ink, appearing to read "RA Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



**STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE**

**Taxpayer Name:** JAMES CUNEO PAVING, INC.

**Trade Name:**

**Address:** 4 WOODPORT ROAD  
WHARTON, NJ 07885

**Certificate Number:** 0774548

**Effective Date:** February 02, 2001

**Date of Issuance:** May 21, 2024

**For Office Use Only:**

**20240521101152163**

Certificate Number  
722342

Registration Date: 01/09/2024  
Expiration Date: 01/08/2025



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

James Cuneo Paving  
**2024**

**Responsible Representative(s):**

James Cuneo, Owner

A handwritten signature in black ink, appearing to read "RA Angelo".

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE  
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
STATEWIDE STRIPING CORPORATION

TRADE NAME:

TAXPAYER IDENTIFICATION#  
222-235-579/000

CONTRACTOR CERTIFICATION#  
0103941

ADDRESS  
499 POMEROY RD  
PARSIPPANY NJ 07054-2811

ISSUANCE DATE:  
10/15/01

EFFECTIVE DATE:  
12/12/78

FORM-BRC(08-01)

*Patricia A. Chacchis*  
Director, Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Certificate Number  
608420

Registration Date: 08/03/2022  
Expiration Date: 08/02/2024



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Statewide Striping Corp  
2022

**Responsible Representative(s):**  
Kenneth Kida, President

**Responsible Representative(s):**  
W. Robert Wilson, CFO

Handwritten signature of Robert Asaro-Angelo in black ink.

Robert Asaro-Angelo, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.



## State of New Jersey

DEPARTMENT OF TRANSPORTATION  
P.O. Box 600  
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY  
*Governor*

DIANE GUTIERREZ-SCACCETTI  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

September 11, 2023

Mr. Michael Cifelli  
D/ESBE Officer  
Cifelli & Son General Contracting, Inc.  
81 Franklin Avenue  
Nutley, NJ 07110

Dear Mr. Cifelli:

This office has completed its review of your firm's annual Equal Employment Opportunity/Affirmative Action (EEO/AA) Program, including EEO Policy Statement, Sexual Harassment Policy and annual Disadvantaged/Emerging Small Business Enterprise (D/ESBE) Affirmative Action Plan (AAP). This review has deemed these documents to be acceptable; and, therefore, this will serve as your letter of approval.

Please note that this approval will be in effect for a period of one year beginning September 20, 2023 and will apply to all New Jersey Department of Transportation contracts for which your firm is either a prime or subcontractor during this one-year period. If any changes arise which affect your EEO/AA program and plans, please immediately notify this office in writing.

Thank you for your cooperation in the NJDOT's efforts to ensure equal opportunity and non-discrimination in our contracting opportunities and activities.

Sincerely,

*Vicki Tilghman-Ansley*

Vicki Tilghman-Ansley  
Director  
Division of Civil Rights and Affirmative Action

VT-A/smm  
c: File

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

**RESOLUTION 122-24**

**“RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE  
BOROUGH OF MOUNTAIN LAKES AND DEWBERRY ENGINEERS, INC.”**

**WHEREAS**, there exists the need for professional engineering services for the design, permitting, and I-Bank funding for Mountain Lakes Well #4; 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 Dewberry Engineers, Inc. for professional engineering services for the Borough of Mountain Lakes as set forth in the attached proposal dated April 11, 2024.

**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 June 10, 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**

04-215-56-801-001 PFOA/PFOS TREAT. PLANT - SECTION 20 COSTS \$189,910.00

  
\_\_\_\_\_  
Monica Goscicki, CFO

**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 Dewberry Engineers, 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 4/11/24 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 189,910.00
2. The Contractor agrees to make payments of all proper charges for labor and materials required in the aforementioned work, and to defend, indemnify, and save harmless the Municipality, its officers, employees, agents and servants, and each and every one of them, against and from all damages to which the said parties must be put, by reason of injury to the person or property of others resulting from performance of said work, or through the negligence of the Contractor, or through any improper or defective machinery, implements, or omission on the part of the Contractor, or his agent or agents, employees or servants.
3. It is also agreed and understood that the acceptance of the final payment of the Contract shall be considered as a release in full of all claims against the Municipality, or any of its officers, employees, agents and servants, arising out of or by reason of, the work done and materials furnished under this Contract.
4. In consideration of the premises, the Municipality hereby agrees to pay to the Contractor for the said work, when fully completed at the prices specified in the Contractor's Proposal. It is understood that the amount to be paid shall be the total based on the said prices contained in the said Proposal and made a part of this Contract, for the work actually done.
5. Political Contribution Disclosure. This contract has been awarded to Contractor based on the merits and abilities of Contractor to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that Contractor, its subsidiaries, assigns or principals controlling in excess of 10% of the

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS ATTEST:  
BOROUGH OF MOUNTAIN LAKES

BOROUGH OF MOUNTAIN LAKES  
IN THE COUNTY OF MORRIS

By: \_\_\_\_\_

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Date

WITNESS ATTEST:  
CONTRACTOR

CONTRACTOR

By: 

By: 

Peter Black

Steven Benosky  
Senior Associate

June 5, 2024

(SEAL)

\_\_\_\_\_  
Date



April 11, 2024

Mr. Mitchell Stern, Borough Manager  
Borough of Mountain Lakes  
400 Boulevard  
Mountain Lakes, NJ 07046

RE: Proposal for Design, Permitting and I-Bank  
Funding Support  
Remediation of PFOA/PFAS in Drinking  
Water Well Number 4

Dear Mr. Stern,

Dewberry is pleased to submit our revised proposal for design and permitting of a PFOA/PFOS Treatment Plant within the Borough-owned well field property between the Rockaway River to the west and the Rockaway River Country (RRCC) golf course to the east, all located within the Township of Denville. This proposal is a follow-up to our recently submitted study outlining the site constraints and environmental permitting required to implement the project. The proposal has been revised based upon comments received at the April 8, 2024 Borough Council meeting, and the April 10, 2024 EPA release of the *Final PFAS National Primary Drinking Water Regulation*. This proposal provides the necessary steps to implement the project, including the following items:

- Evaluation of initial and annual costs for PFAS treatment options utilizing ion exchange versus granular activated carbon (GAC).
- Field survey including topography, property boundaries, wetlands flagging and top of bank of the Rockaway River.
- Geotechnical investigation including soil borings to determine the foundation requirements for the treatment building.
- Based upon Dewberry recommendations with input from the Borough determine the optimal location for the treatment plant building.
- Prepare 30 Percent Design documents for the project. Prepare and submit the required Environmental permit applications under the NJDEP Flood Hazard Control Act and Freshwater Wetlands Protection Act Rules.
- Prepare 100 Percent Plans and Specifications and submit to NJDEP Bureau of Water System Engineering (BSWE) for approval.
- Prepare soil erosion and sediment control plans and submit to the Morris County Soil Conservation District for a permit.
- Prepare final plans and specifications for bidding.

- Preparation of I-Bank Application, required documentation and support.

## Background

Mountain Lakes has turned off Well 4 due to PFOA/PFAS violations. In order to resume operations, a treatment operation must be constructed to remove PFOA/PFAS compounds from the water. Since wells 3 and 4 are in close proximity to each other, the combined flow from both wells must be treated as NJDEP will not permit the treatment of the singular well that is in violation and then blending of that water with an untreated well in close proximity and/or within the same aquifer. Water from both wells must be combined (as it is now) and then conveyed to a PFOA/PFAS treatment facility. There is currently disinfection at both wells. The chlorination will need to be turned off at each well and a new tablet chlorination system installed at the PFAS treatment facility as the PFOA/PFAS treatment media requires raw (untreated) water. Regardless of where the treatment facility is located, raw water from the combined wells must be transmitted to the treatment facility where it will flow through the media followed by chlorination before being transmitted across the golf course to the Borough's water system. It is anticipated that the treatment facility will be housed in a single building with a footprint of approximately 22 by 30 feet. The operational floor of the treatment plant will be placed just above the elevation of the FEMA 100-year flood plus three feet in accordance with NJDEP regulations. The area below the operational floor level will be allowed to fill with floodwaters and drain accordingly during a flood event. The water must be treated to meet the newly released EPA standards which are more stringent than the NJDEP standards. The water from Well Number 4 currently exceeds the NJDEP and EPA standards for PFAS compounds.

## Scope of Services

1. Perform an evaluation of the initial and annual costs for PFAS treatment options utilizing ion exchange versus GAC. The analysis will be based upon the water chemistry and methods outlined in the American Water Works Publication *Drinking Water Treatment for PFAS Selection Guide*. Two options for the disposal of GAC backwash water will be considered: trucking off site, and a sewer connection to the nearby RVRSA interceptor. We will reach out to RVRSA regarding connection fees (if any) and discharge costs.
2. Perform a field survey of the proposed work area from Well Number 3 to treatment plant Option 2. Note that part of this project will include a new raw water main from Well Number 3 to the proposed treatment plant. The proposed survey area will be approximately 600 linear feet along the river with the width from the easterly edge of the river to the existing Borough utility easement adjacent to the easterly Borough property line. As part of the survey, Borough property lines will be staked (except within the river), utilities will be located, and topographic mapping with one-foot contours will be generated. Prior to the survey, the Borough will stake out the existing water mains and Jersey Central Power and Light (JCP&L) will mark underground electric.
3. Dewberry will perform a wetlands delineation and determine the top of river bank along the proposed work area. The wetlands will be appropriately staked to allow the NJDEP to conduct a

field visit as part of the wetlands verification process. When the wetlands work has been completed, the surveyor will locate the wetland stakes to be added to the field survey. As part of the NJDEP Freshwater Wetlands Permit, a sealed drawing by a licensed surveyor will be required.

4. Perform a geotechnical investigation consisting of soil borings at each treatment plant location option. Provide a truck mounted boring rig and soils engineer to inspect the borings. Prepare soil logs for the borings. Provide a brief summary of the findings and provide foundation recommendations.
5. Based upon survey elevations and soil boring information, provide a recommendation to the Borough for selection of a treatment plant location option. Attend one meeting with the Borough and RRCC to present the selected option. It is assumed that a standard spread footing or mat foundation will be required.
6. Prepare 30 percent design documents for the selected treatment plant option for submission to NJDEP for an Individual Permit under the Flood Hazard Area Control Act. This permit will be for regulated activity within a flood fringe and riparian zone. Included with Individual Permit submittal will be the required permit under the Freshwater Wetlands Protection Act Rules which will depend upon the location of the Wetlands Transition Area boundary. Prior to submitting these permit applications, a pre-application meeting will be requested, and the required documentation submitted prior to the meeting.
7. Evaluate the existing electrical service that feeds the wells and determine the electrical requirements for the proposed treatment plant. Initiate a service request with JCP&L. The treatment plant will likely require a new underground service that originates at the pole that feeds Well Number three.
8. Prepare 100 percent contract/BSWE Permit drawings including the following:
  - a. Cover Page
  - b. General Notes
  - c. Construction Access and Contractor Staging Area
  - d. Existing Conditions
  - e. Proposed Site Plan
  - f. Soil Erosion and Sediment Control Plan and Details
  - g. Exterior Water Main Installations and Details
  - h. Architectural Plan, Elevations and Details
  - i. Structural Notes, Building Foundation and Structural Details
  - j. Treatment System, Process and Instrumentation, Interior Piping and Mechanical Details
  - k. Electrical Notes, Schedules, Floor Plan, Single Line Diagram and Details.
  - l. Electrical Site Plan, Installations and Details
  - m. Construction Details.
  - n. Estimate
9. Submit the project to the NJDEP Bureau of Water System Engineering for approval. Follow-up with a response to questions and clarifications. Prepare an Engineering Report to include existing water quality and anticipated treatment parameters.
10. Prepare I-Bank compliant technical specifications and modify the Borough's front-end documents to comply with I-Bank requirements. Provide a full contract set to the Borough for review.

11. Prepare a permit application to the Morris County Soil Conservation District.
12. Answer questions during the bidding process.
13. Review bids and provide a recommendation for award of the contract.

## **I-Bank Funding Support**

Perform services related to I-Bank funding including level of design, specification requirements, Buy American Build American, American Iron and Steel, NJDEP submittals (outside of permits), funding application, environmental documents and special reviews as follows:

1. Pre-Planning Phase (i.e. project application).
2. Short-Term Loan Closing for Planning and Design.
3. Planning and Environmental Decision Document (EDD). This will include a Level 1 EDD.
4. Engineering and Authorization to Advertise. This includes detailed review of the plans and specifications by NJDEP (apart from the environmental and Safe Drinking Water permit reviews), including the "front end" contract documents incorporating Socially and Economically Disadvantaged business contracting requirements and Buy America Requirements.
5. Completion of the Loan Application
6. Short-Term Loan Closing for Start of Construction (this occurs after bids are received and all bid items have been validated).
7. Responses to I-Bank comments on submittals throughout the process.

## **Assumptions**

1. The evaluation of the ion exchange versus GAC treatment options does not include a pilot study.
2. The Borough shall pay all permit fees directly. The permit fees are not included in the fees quoted.
3. The electrical system within the Borough's ROW will have sufficient reserve capacity to service the proposed treatment plant.
4. Hydraulic evaluation of the existing wells with regard to pumping through the proposed treatment plant is not included under this phase of the design or in Dewberry's fee.
5. Water testing associated with this project will be provided by the Borough.
6. Dewberry's scope of services does not include any evaluation of the source of PFAS contamination and does not include any services pertaining to water sampling or water sampling plans.
7. Dewberry's scope of design services does not include the design of treatment media/technology. Rather, our design will utilize existing resin-based technologies from established vendors who will be supplied existing influent water quality data from the Borough, and what discharge limits we need to treat to in accordance with current and anticipated regulations. The proposed treatment may not treat for future contaminants which are not currently regulated but may be regulated in the future, nor does Dewberry guarantee that the treatment technology will meet current discharge limits as the treatment effectiveness is dependent on proper operation.
8. The Borough Administration will prepare any necessary agreements with adjacent property owners

to secure rights to construct, if required. Easements are not anticipated.

9. Fees for construction phase services are not included in this proposal. The scope will be dictated by I-Bank based upon the phases and type of construction. I-Bank will require a full time representative on site during certain aspects of construction.
10. We assume that the BWSE approval will be routine with minor comments since the treatment technologies being considered have been generally accepted by the Department. No treatability studies or similar are required.
11. We believe the field survey proposed is sufficient for design and permitting. If the NJDEP feels otherwise and additional survey and wetlands work is requested, this will be considered extra work. The RRCC will provide a copy of their latest aerial survey.
12. With regard to the Flood Hazard Area and Wetlands permit, mitigation may be required. This work is not included in this proposal and will be considered extra work. If a "Hardship Waiver" is determined to be required under the NJDEP permitting rules, the preparation of additional documentation and alternatives analysis will be considered extra work.
13. If renderings are required for the meeting with RRCC, this will be considered extra work.
14. The treatment plant building at the operating level will be prefabricated, precast concrete, with finishes to be selected by the Borough. Multiple finishes and colors available in simulated stone, brick and/or stucco. The roof will be flat consisting of pre-cast concrete planks. The area below the operating level will consist of reinforced cast-in-place concrete.
15. Work related to historic properties, if deemed as such by the NJDEP Historic Preservation Office, is not included in this Proposal.

### Compensation for Services

We propose to provide the services listed herein on a lump sum fee basis based upon the fee schedule below.

| LUMP SUM FEES |   |              |
|---------------|---|--------------|
| SCOPE ITEM    | DESCRIPTION   | PROPOSED FEE |
| 1             | Evaluation of Treatment Options                                     | \$4,300.00   |
| 2             | Survey, Stake-out and Mapping                                       | \$8,200.00   |
| 3             | Wetlands Delineation, Report and Locate Stakes                      | \$10,500.00  |
| 4             | Geotechnical Investigation Including Soil Borings                   | \$13,300.00  |
| 5             | Select Treatment Plant Location Option                              | \$2,600.00   |
| 6             | Develop 30 Percent Drawings and NJDEP FHA and FW Permits            | \$33,400.00  |
| 7             | Evaluate Existing Electrical Service and submit New Service Request | \$3,800.00   |
| 8             | Prepare 100 Percent Drawings & Estimate for Permitting & Bidding    | \$55,900.00  |

Mr. Mitchell Stern  
Proposal for Design, Permitting and I-Bank Funding Support  
Remediation of PFOA/PFAS in Drinking Water Well Number 4  
April 11, 2024

|   |   |              |
|---|---|--------------|
| 9   | Submit Application and Eng Report for NJDEP BWSE Permit | \$14,200.00  |
| 10  | Prepare Technical Specifications and Front End          | \$12,300.00  |
| 11  | Morris County Soil Conservation Permit Application      | \$3,500.00   |
| 12  | Answer Questions During the Bidding Process             | \$2,400.00   |
| 13  | Bid Review and Award Recommendation                     | \$1,910.00   |
| IB 1-7  | I-Bank Funding Support                                  | \$23,600.00  |
| TOTAL FOR SURVEY, PERMITTING, ENGINEERING DESIGN & I-BANK |   | \$189,910.00 |

We thank you for this opportunity to submit this Proposal and look forward to continuing working with the Borough of Mountain Lakes.

Sincerely,

Dewberry Engineers Inc.



Peter H. Black, PE, CME  
Principal Engineer



Steven Benosky, PE  
Senior Associate

Cc: William Ryden, P.E.

This proposal includes information that shall not be disclosed outside of the client and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this information, client shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit client's right to use information contained in this information if it is obtained from another source without restriction. The information subject to this restriction is contained in this letter proposal and any referenced attachments or exhibits.

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

**RESOLUTION 123-24**

**“RESOLUTION AMENDING RESOLUTION 113-24 AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH GZA  
GEOENVIRONMENTAL, INC. FOR SOIL ENGINEERING SERVICES AND CORRECTING THE CONTRACT AMOUNT TO  
\$30,570.00”**

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

**WHEREAS**, GZA GeoEnvironmental, Inc. submitted a proposal dated April 18, 2024 indicating that soil engineering services will be provided for a fee not to exceed \$30,570 which was inadvertently listed as \$20,380.00 in Resolution 113-24; 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 \$30,570 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 June 10, 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 \$30,570.00

  
\_\_\_\_\_  
Monica Goscicki, CFO



## Memorandum

To: Borough Administrator and Borough Council  
Date: February 28, 2024  
Re: **Sunset Lake Dam GZA Change Order No. 1**  
Sunset Lake Dam Rehabilitation  
Project No. ML101

Following, please find the following Change Order for the above referenced project for review and approval:

|   |                                   |
|---|-----------------------------------|
| <b>Original Contract Amount:</b>                            | <b>\$23,480 - \$44,460</b>        |
| <b>Increase by this Change Order:</b>                       | <b><u>\$20,380 - \$30,570</u></b> |
| <b>Revised Contract Amount including this Change Order:</b> | <b>\$43,860 - \$75,030</b>        |

**Increase justification:**

Record rainfalls in December across the state during the month of December 2023 affected controlled fill material being brought onto the site and the associated placement operations. The original construction schedule of 20 to 40 days outlined in GZA’s proposal dated May 23, 2023 needs to be revised to a schedule of 40 to 70 days to complete the project as a result. The attached change order form provided by GZA outlines the estimated fees associated with the proposed work.

**Certification:**

We have reviewed the documentation both discussed with and provided by the contractor and recommend that this Change Order to increase the contract amount be approved.

Engineer



Digitally signed  
by Paul Ferriero  
Date:  
2024.03.21  
08:24:13-04'00'

\_\_\_\_\_  
Paul W. Ferriero, PE, CME

Date 2/28/24

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

**RESOLUTION 124-24**

**“RESOLUTION TO REFUND OVERPAYMENT OF TAXES FOR TOTALLY DISABLED VETERAN (COLLINS, 54 COBB ROAD, BLOCK 59 LOT 44)”**

**WHEREAS**, the Department of Veterans Affairs awarded Marshall E Collins a 100% permanent and totally disabled veteran status; and

**WHEREAS**, the law exempts said property from taxation.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, hereby authorizes the Tax Collector to refund 2024 property tax in the amount of \$1,552.76 to Marshall E Collins.

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 June 10, 2024.

\_\_\_\_\_  
Cara Fox, Borough Clerk

| <b>Name</b>       | <b>Motion</b> | <b>Second</b> | <b>Aye</b> | <b>Nay</b> | <b>Absent</b> | <b>Abstain</b> |
|-------------------|---------------|---------------|------------|------------|---------------|----------------|
| <b>Cannon</b>     |               |               |            |            |               |                |
| <b>Korman</b>     |               |               |            |            |               |                |
| <b>Menard</b>     |               |               |            |            |               |                |
| <b>Muilenburg</b> |               |               |            |            |               |                |
| <b>Richter</b>    |               |               |            |            |               |                |
| <b>Barnett</b>    |               |               |            |            |               |                |
| <b>Sheikh</b>     |               |               |            |            |               |                |





**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES  
MAY 29, 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.

Deputy Mayor Barnett called the meeting to order at 7:02p.m.

**ROLL CALL ATTENDANCE**

| <b>Roll Call</b> | <b><u>Present</u></b>               | <b><u>Absent</u></b>     |         | <b><u>Present</u></b>               | <b><u>Absent</u></b>                |
|------------------|-------------------------------------|--------------------------|---------|-------------------------------------|-------------------------------------|
| Cannon           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Richter | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Korman           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Barnett | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| Menard           | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sheikh  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| Muilenburg       | <input checked="" type="checkbox"/> | <input type="checkbox"/> |         |                                     |                                     |

**FLAG SALUTE**

Deputy Mayor Barnett led the salute to the flag.

**EXECUTIVE SESSION**

There was no executive session.

**COMMUNITY ANNOUNCEMENTS**

Deputy Mayor Barnett thanked all those who helped with the Memorial Day Parade including the Memorial Day Committee, Police Department, Department of Public Works and Grand Marshall Jim Ferguson and also made the following announcements: there will be a centennial concert event on June 20<sup>th</sup> at Island Beach featuring the Jam Cats children’s music and the Denville String Band; Mountain Lakes Fire Department will be holding a Shredding event (9am-noon), Townwide Garage Sale (9am-3pm), and Car Wash (9am-1pm) on June 8<sup>th</sup>; the PBA fundraiser will be held on June 15<sup>th</sup> at noon on Pocono Road.

Councilmember Muilenburg made the following announcements: there will be a Pride celebration at Birchwood Lake on June 7<sup>th</sup> at 7pm; the Mountain Lakes Fire Department will hold a 5k Run on June 29<sup>th</sup> at 9am starting at 400 Boulevard; the Independence Day Fireworks will be held at Island Beach on July 2<sup>nd</sup> (rain date July 3<sup>rd</sup>).

Police Chief Bennett announced that the Bike to School event is scheduled for May 30<sup>th</sup> and the students will be meeting at 8am at the Mountain Lakes Club.

**SPECIAL PRESENTATIONS**

There were no special presentations.

**REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES**

There were no reports.

**BOROUGH COUNCIL DISCUSSION ITEMS**

There were no discussion items.

**PUBLIC COMMENT**

Deputy Mayor Barnett opened the meeting to the public.

There was no one from the public wishing to speak.

**ATTORNEY’S REPORT**

Mr. Oostdyk had nothing to report.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES**  
**MAY 29, 2024**  
**HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

**MANAGER'S REPORT**

Borough Manager Stern provided his report (attached). The Council asked questions of Mr. Stern and he answered them. Mr. Stern advised that the Sunset Lake Dam Project is still on track to be completed by the end of June.

**RESOLUTIONS**

R115-24, Amending the 2024 Capital Budget

| Council member | M                                   | 2nd                                 | Yes                                 | No                       | Abstain                  | Absent                              |
|----------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|
| Cannon         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Korman         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Menard         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Muilenburg     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Richter        | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Barnett        | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Sheikh         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**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**

Introduced: 5/29/24

| 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Menard         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Muilenburg     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Richter        | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Barnett        | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Sheikh         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**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**

Introduced: 4/8/24

| Council member | M                                   | 2nd                                 | Yes                                 | No                       | Abstain                  | Absent                              |
|----------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|
| Cannon         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Korman         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Menard         | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Muilenburg     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Richter        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Barnett        | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Sheikh         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |

**PUBLIC COMMENT/HEARING**

Deputy Mayor Barnett opened the meeting to the public.

Suzanne Atkin-Platt stated she was speaking on behalf of a Neighborhood Coalition of approximately 40 families who reside on Laurel Hill & Tower Hill Roads and requested that Ordinance 5-24 have a maximum improved lot coverage lower than the proposed 40%.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES**  
**MAY 29, 2024**  
**HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

Jenna Ota asked a question about the process / timeline of making changes to Ordinance 5-24 and requested that Ordinance 5-24 have a maximum improved lot coverage lower than the proposed 40%.

Abram Kirshenbaum expressed support of Suzanne Atkin-Platt's comment regarding Ordinance 5-24 and requested that Ordinance 5-24 have a maximum improved lot coverage lower than the proposed 40%.

Bob Platt – expressed concern over idling and traffic at the Craig School and questioned whose responsibility it is to review these issues (idling and traffic) for Planning Board applications.

Deputy Mayor Barnett, Borough Attorney Oostdyk, and Councilmembers Richter and Muilenburg responded to the public's comments.

Adopted: 5/29/24

| 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 checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Menard         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Muilenburg     | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Richter        | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Barnett        | <input type="checkbox"/>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Sheikh         | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**\*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**

**\*Approval of the Consent Agenda**

| Council member | M                        | 2nd                                 | Yes                                 | No                       | Abstain                  | Absent                   |
|----------------|--------------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|--------------------------|
| Cannon         | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Korman         | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Menard         | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Muilenburg     | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES  
MAY 29, 2024  
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

|         |                                     |                          |                                     |                          |                          |                                     |
|---------|-------------------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|-------------------------------------|
| Richter | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Barnett | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            |
| Sheikh  | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**Councilmembers Korman and Menard were absent at the 5/13/24 Council meeting and abstained from voting on the minutes.**

**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

**COUNCIL REPORTS**

Woodlands Committee - Councilmember Muilenberg reported the following: improvements to the West Shore Trail have been completed; the committee would like to attend the June 10<sup>th</sup> Council meeting to provide an update on the committee and discuss the Red Trail project.

Environmental Commission - Councilmember Korman reported the following: the commission had a debriefing on the Borough's Clean-up Day; the commission continued discussion on polystyrene recycling; the commission reviewed the Hapgood's Restaurant Planning Board application; the commission is looking for two new members; rain garden maintenance continues; Councilmember Korman updated the commission on the status of the Borough joining the Highlands Council.

Highlands Subcommittee – Councilmember Korman reported the following: the Consistency Review and Determination Report should be completed by June 19<sup>th</sup>; the subcommittee will be discussing the impact of the recently adopted affordable housing legislation on joining the Highlands Council.

**PUBLIC COMMENT**

Deputy Mayor Barnett opened the meeting to the public.

There was no one from the public wishing to speak.

**NEXT STEPS AND PRIORITIES**

There were no next steps.

**ADJOURNMENT at 7:46P.M.**

Motion made by Councilmember Muilenburg, second by Councilmember Richter to adjourn the meeting at 7:46p.m., with all members in favor signifying by "Aye".

Respectfully Submitted,

Cara Fox, Borough Clerk