



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT ML HIGH SCHOOL, 96 POWERVILLE ROAD, MOUNTAIN LAKES, NJ 07046
JUNE 27, 2022
PUBLIC SESSION – BEGINS AT 7:30 PM**

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

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting has been reported to The Citizen and the Morris County Daily Record and The Star Ledger on January 4, 2022 and posted in the municipal building.

2) ROLL CALL ATTENDANCE - Clerk

3) FLAG SALUTE – Mayor

4) EXECUTIVE SESSION

5) COMMUNITY ANNOUNCEMENTS

6) SPECIAL PRESENTATIONS

7) REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

8) BOROUGH COUNCIL DISCUSSION ITEMS

9) PUBLIC COMMENT

Please state your name and address for the record. Each speaker is limited to one (1) comment of no more than five (5) minutes and no yielding of time to another person.

10) ATTORNEY'S REPORT

11) MANAGER'S REPORT

12) RESOLUTIONS

13) ORDINANCES TO INTRODUCE

14) ORDINANCES TO ADOPT

15) *CONSENT AGENDA ITEMS

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

***RESOLUTIONS**

- a. R126-22, Authorizing the Payment of Bills
- b. R127-22, Authorizing the Cancellation of General Capital Receivable and Appropriation Balance
- c. R128-22, Authorizing the Refund of Overpayment of Taxes
- d. R129-22, Authorizing the Award of Contract for Intervale Road Improvement Project
- e. R130-22, Authorizing the Execution of an Agreement between the Borough of Mountain Lakes and the Town of Boonton Confirming the Consent of the Borough of Mountain Lakes for Water and Sewer Service to be Provided by the Town of Boonton and Establishing a Procedure for the Enforcement of Tax Liens

- f. R131-22, Renewing Liquor License for 2022-2023 Licensing Term*
- g. R132-22, Authorizing the Award of Bid to MMD Group, LLC and KS State Bank for the Leasing of Two 2022 Ford Explorer Police AWD Vehicles*

***APPROVAL OF MINUTES**

6/13/22 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

16) DEPARTMENT REPORTS SUBMITTED FOR FILING

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

17) COUNCIL REPORTS

18) PUBLIC COMMENT

Please state your name and address for the record. Each speaker is limited to one (1) comment of no more than five (5) minutes and no yielding of time to another person.

19) NEXT STEPS AND PRIORITIES

20) ADJOURNMENT



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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

TO: Honorable Mayor and Borough Council
SUBJ: Manager's Report for the Borough Council meeting of May 23, 2022
CC: Robert Oostdyk, Borough Attorney

Mayor and Council,

Intervale Road Repaving – Bid Results – Bids for this project were received on June 16th. A total of eight bids were received, ranging from a low of \$396,370.70 to a high of \$431,273.43. The low bid, offered by Your Way Construction Corp, is \$24,000 higher than the project estimate produced in January of this year.

Although the bid price is \$24,000 higher than originally estimated, taking into consideration current market conditions and the potential for prices to further escalate, the Borough Engineer and I both agree that this bid should be awarded to the low bidder.

Depending on actual costs for other roadwork in the annual capital budget, there may be a need to fund all or a portion of the \$24,000 shortfall. Should this occur, our CFO and I both recommend funding via the Capital Improvement Fund account balance (fully funded ordinance).

Police Car Lease – During the Borough Council meeting of May 23, 2022, Council authorized approval of a lease agreement for two police patrol vehicles. Prior to executing the lease, we discovered that the lease needed to follow the public bidding process. The bid process resulted in one bid submission. A resolution authorizing acceptance of the bid is being placed on the agenda for the June 27, 2022 Borough Council meeting.



BOROUGH OF MOUNTAIN LAKES

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Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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TO: Honorable Mayor and Borough Council
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PAGE: 2 of 2

Town of Boonton Shared Service Agreement – Water Utility Liens – The Town of Boonton supplies water to a small percentage of Mountain Lakes properties. Boonton is requesting to enter into a shared service agreement that will allow them to enforce collection of unpaid water bills utilizing through the utility lien process.

The agreement has been reviewed by the Borough Attorney, and after complying with a language request made by our attorney, the agreement and resolution is on the agenda for the June 27th Borough Council meeting.

Respectfully,

Mitchell

RESOLUTION AND ORDINANCE REVIEW FOR THE JUNE 27, 2022 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R127-22, AUTHORIZING THE CANCELLATION OF GENERAL CAPITAL RECEIVABLE AND APPROPRIATION BALANCE - this resolution authorizes the cancellation of the \$17,901.93 balance of the NJDOT grant for Ordinance #10-21. The North Glen Road project reimbursable costs were less than the budgeted amount.

R128-22, AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES - this resolution, requested by the Borough Tax Collector, authorizes a refund in the amount of \$13,839.19 for an overpayment of taxes for Block 82 Lot 1. The mortgage company made a payment on a 100% tax exempt property.

R129-22 AUTHORIZING THE AWARD OF CONTRACT FOR INTERVALE ROAD IMPROVEMENT PROJECT - this resolution authorizes the Borough Manager to enter into a contract with Your Way Construction Corp. in the amount of \$396,370.70 for the Intervale Road Improvement Project. The Borough Engineer and Borough Attorney reviewed bids that were submitted and have recommended the award.

R130-22, AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND THE TOWN OF BOONTON CONFIRMING THE CONSENT OF THE BOROUGH OF MOUNTAIN LAKES FOR WATER AND SEWER SERVICE TO BE PROVIDED BY THE TOWN OF BOONTON AND ESTABLISHING A PROCEDURE FOR THE ENFORCEMENT OF TAX LIENS - this resolution authorizes the Borough to enter into an agreement with the Town of Boonton to establish a procedure for the enforcement of tax liens. This agreement has no financial impact on the Borough or its residents.

R131-22, RENEWING LIQUOR LICENSE FOR 2022-2023 LICENSING TERM - this resolution authorizes the approval of the annual Liquor License the 2022-2023 licensing term.

R132-22, AUTHORIZING THE AWARD OF BID TO MMD GROUP, LLC AND KS STATE BANK FOR THE LEASING OF TWO 2022 FORD EXPLORER POLICE AWD VEHICLES – this resolution will authorize the Borough to enter into a lease agreement with MMD Group for the lease of two Ford Explorer Police Interceptor Utility vehicles at an interest rate 5.49% and a final cost of \$73,009.41.

ORDINANCES TO INTRODUCE

None.

ORDINANCES TO ADOPT

None.

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

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

RESOLUTION 126-22

“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 27, 2022** 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 27, 2022.

Mitchell Stern, Acting Municipal Clerk

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

List of Bills - CLAIMS/CLEARING CHECKING ACCOUNT

Meeting Date: 06/27/2022 For bills from 06/10/2022 to 06/22/2022

Check#	Vendor	Description	Payment	Check Total
20561	3289 - ALLIED 100	PO 25262 RECREATION: AED - ISLAND BEACH	1,175.22	1,175.22
20562	3918 - AMERICAN LAMP RECYCLING, LLC	PO 25246 SOLID WASTE - FLUORESCENT BULB DISPOSAL	1,520.96	1,520.96
20563	189 - ANCHOR ACE HARDWARE	PO 24352 BH:RENOVATION BLANKET 2021	40.96	
		PO 24667 DPW - DEPARTMENT SUPPLIES - BLANKET	251.61	
		PO 24901 WATER DEPARTMENT SUPPLIES - BLANKET	101.31	
20564	102 - ANDERSON & DENZLER ASSOC., INC	PO 25412 BH: RENOVATIONS S - SUPPLIES BLANKET	601.42	995.30
		PO 25389 APRIL 2022 PROFESSIONAL SERVICES - WATER	936.40	
		PO 25389 APRIL 2022 PROFESSIONAL SERVICES - WATER	1,058.20	1,994.60
20565	2686 - ATLANTIC TACTICAL OF NJ, INC.	PO 24500 POLICE: FIREARM MAGAZINES	48.95	48.95
20566	3617 - BLOOMFIELD HEALTH DEPARTMENT	PO 25214 2022 PUBLIC HEALTH SERVICES CONTRACT - B	6,746.00	6,746.00
20567	4201 - BUSINESS WATCH INTERNATIONAL (US), INC	PO 25354 POLICE: COMPUTER SOFTWARE	500.00	500.00
20568	2147 - CCTMO LLC	PO 25309 JUNE 2022 - CELL TOWER REIMBURSEMENT CRO	1,941.55	1,941.55
20569	440 - CDW GOVERNMENT	PO 25348 QPA/DPW: ADMIN LAPTOP	1,080.44	1,080.44
20570	4135 - CGP&H, LLC	PO 25397 PROFESSIONAL SERVICES FOR APRIL 2022	196.00	196.00
20571	2196 - CHRISTINA WHITAKER	PO 24604 2022 QUATERLY HEALTH BENEFITS REIMBURSEM	549.15	549.15
20572	4150 - CLEARY GIACOBBE ALFIERIE JACOBS,	PO 25396 MAY/JUNE 2022 LEGAL ATTORNEY SERVICES	17,473.22	17,473.22
20573	455 - CONDURSOS GARDEN CENTER	PO 25264 RECREATION - MEMORIAL DAY PARADE - BLANK	82.74	82.74
20574	1481 - CORE & MAIN, LP	PO 24354 FURNISH & INSTALL WATER METERS - RESO# 1	61,279.74	61,279.74
20575	2396 - COUNTY WELDING SUPPLY CO.	PO 25360 DPW - DEPARTMENT SUPPLIES - BLANKET	34.00	34.00
20576	3382 - CUSTOM BANDAG	PO 24881 DPW - VEHICLE REPAIRS - BLANKET	497.00	497.00
20577	543 - CYNTHIA SHAW	PO 25402 BOA/PB - REIMBURSEMENT FOR MILEAGE	70.00	70.00
20578	506 - DAN COMO & SONS, INC	PO 25057 DPW - LEAF/BRUSH REMOVAL - BLANKET	420.00	
		PO 25197 DPW - LEAF/BRUSH REMOVAL - BLANKET	720.00	1,140.00
20579	2971 - DIRECT ENERGY BUSINESS	PO 25414 ACCT#: 614054 - 936656 - MAY 2022	12.69	12.69
20580	639 - DIXON BROTHERS, INC	PO 25271 DPW - DIESEL FUEL - BLANKET	1,076.98	1,076.98
20581	2438 - EAGLE AUTO & TRUCK SERVICES, INC	PO 25369 POLICE: ROAD SERVICE	50.00	50.00
20582	3270 - EAGLE POINT GUN	PO 25368 POLICE: AMMO	4,899.54	4,899.54
20583	1170 - FERGUSON ENTERPRISES #501	PO 24988 BH: RENOVATIONS/PLUMBING - BLANKET	157.30	
		PO 25408 BH: RENOVATION SUPPLIES	624.71	782.01
20584	4269 - FRANK CYRWUS	PO 24228 BH: RENOVATIONS - ROOF INSTALLATION - RE	18,874.12	18,874.12
20585	653 - GANNET NEW JERSEY NEWSPAPERS	PO 25390 NOTICE TO BIDDERS ADVERTISEMENT	114.56	114.56
20586	2429 - GARDEN STATE FIREWORKS	PO 25123 2022 FIREWORK SHOW - BLANKET	9,200.00	9,200.00
20587	814 - GARDEN STATE HIGHWAY PRODUCTS	PO 25268 DPW - SIGNS	94.00	94.00
20588	876 - GARDEN STATE LABORATORIES, INC	PO 25112 WATER DEPARTMENT - WATER TESTING - BLANK	144.00	144.00
20589	4289 - GIL-BAR SOLUTIONS, LLC	PO 24378 BH: HVAC FOR MUNICIPAL HALL PROJECT - BL	87,000.00	87,000.00
20590	701 - HANOVER POWERSPORTS	PO 24878 DPW - SNOW REMOVAL	405.01	405.01
20591	4054 - HENDERSON PRODUCTS, INC.	PO 25147 S & R - SNOW REMOVAL	409.73	409.73
20592	503 - HERBERT J. COHRS	PO 24605 2022 QUARTERLY HEALTH BENEFITS REIMBURSE	1,362.00	1,362.00
20593	4209 - HUNTER CARRIER SERVICES	PO 24984 ADMIN: 2022 INTERIM PHONE SYSTEM - ACCT	967.52	967.52
20594	3306 - INTERSTATE BATTERY OF NJ DIST #4573	PO 24859 WATER DEPARTMENT - WELL MAINTENANCE - BL	27.10	27.10
20595	859 - JCP&L	PO 25363 ACCT#100 075 505 725 - BILL PRD: 4/24 -	4.09	
		PO 25364 ACCT#100 050 702 156 - BILL PRD: 4/28 -	5.87	
		PO 25391 M/A #200 000 053 658 / BILL DATE: JUNE 7	91.83	
		PO 25392 M/A #200 000 054 011/ BILL DATE: JUNE 7,	613.49	715.28
20596	859 - JCP&L	PO 25395 MAST ACCT# 200 000 021 275 / BILL DATE:	3,977.60	
		PO 25398 MASTER ACCT#200 000 574 000/ BILL DATE:	64.46	
		PO 25399 ACCT#100 076 421 971/ BILL PRD: 5/7 - 6/	18.91	4,060.97
20597	4327 - JOHN PARETI	PO 25386 MEMORIAL DAY REIMBURSEMENT	242.14	242.14
20598	3153 - KANSAS STATE BANK	PO 25244 COPIER- JULY 2022 SEMI ANNUAL LEASE PAYM	2,308.00	2,308.00
20599	4326 - LEGACY OF MTN LAKES CONDO ASSOC. INC	PO 25406 2018-2021 STORM COST REIMBURSEMENT	3,041.90	3,041.90
20600	684 - MARK ZACCHINI	PO 25353 POLICE: REIMBURSEMENT	31.95	31.95
20601	3303 - MCLOM	PO 25332 COUNCIL: REGISTRATION FOR MORRIS COUNTY	50.00	50.00
20602	3260 - MICHAEL I. SCHNECK	PO 25384 2019 TAX APPEAL - WEINSTEIN - RESO# 160-	5,028.60	5,028.60
20603	3926 - MITCHELL STERN	PO 25376 VIMEO MEMBERSHIP RENEWAL 2022	599.00	599.00
20604	2534 - MORRIS COUNTY OVERHEAD DOOR COMPANY	PO 25387 FIREHOUSE - REPAIRS TO CENTER DOOR	434.50	434.50
20605	1295 - MORRIS CTY MUNICIPAL UTILITIES	PO 25223 SOLID WASTE DISPOSAL - BLANKET	10,879.32	
		PO 25379 TRASH DAY - TIPPING FEES	2,025.41	12,904.73
20606	1311 - MORRIS CTY TREASURER	PO 25310 MORRIS COUNTY COMMUNICAITONS DISPATCH SE	26,497.42	26,497.42
20607	4196 - MOUNTAIN LAKES REALTY, LLC	PO 24833 BH: LEASE PAYMENTS FOR TEMP BORO HALL	2,500.00	2,500.00
20608	1371 - MTN. LAKES BOARD OF EDUCATION	PO 25374 JULY 2022 MTN LAKES SCHOOL DISTRICT GENE	2,474,005.00	2,474,005.00
20609	1394 - MTN. LAKES PUBLIC LIBRARY	PO 25090 JUNE - DEC 2022 MTN LAKES PUBLIC LIBRAR	26,004.25	26,004.25
20610	3168 - MUNICIPAL CLERK'S ASSOC. OF MORRIS	PO 25333 CLERK: RECORDS CLASS	85.00	85.00
20611	1472 - MURPHY MCKEON P.C.	PO 25375 MAY 2022 LEGAL SERVICES - TAX APPEAL	1,590.00	1,590.00
20612	2397 - NAPA AUTO PARTS	PO 24934 WATER/ DPW VEHICLE REPAIRS/ DEPT SUPPLIE	9.52	
		PO 24934 WATER/ DPW VEHICLE REPAIRS/ DEPT SUPPLIE	34.31	
		PO 25114 DPW - VEHICLE REPAIR	578.21	
		PO 25181 DPW - SHOP SUPPLIES	91.28	
		PO 25373 POLICE: VEHICLE REPAIR	8.34	721.66
20613	4235 - NET2PHONE, INC,	PO 24656 2022 DEDICATED EFAX LINE - ACCT# 954962	32.67	32.67

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Check#	Vendor	Description	Payment	Check Total
20614	1553 - NEW JERSEY NATURAL GAS	PO 25415 MAY-JUN 2022 SERVICE	896.70	896.70
20615	3415 - NJ CRIMINAL INTERDICTION LLC	PO 25318 POLICE: TRAINING	199.00	199.00
20616	2595 - NORTH JERSEY MUNICIPAL EMPLOYEE	PO 25083 2022 DENTAL PREMIUMS - GROUP 1624 - MAY	2,532.00	2,532.00
20617	4213 - OPTIMUM	PO 25085 2022 BORO (TEMP SPACE) INTERNET SVCS. AC	171.23	171.23
20618	3659 - OPTIMUM	PO 25158 2022 BORO TRAILER INTERNET SERVICES ACCT	161.28	161.28
20619	4320 - OTIS ELEVATOR COMPANY	PO 25284 BH: FURNISHING/INSTALLATION OF HYDRAULIC	72,225.00	72,225.00
20620	4151 - PITNEY BOWES, INC	PO 25409 ADMIN: POSTAGE MACHINE SUPPLIES	55.99	55.99
20621	1734 - READYREFRESH BY NESTLE	PO 24702 ACCT# 0016496903 - 2022 BLANKET (6 MONTH	144.73	144.73
20622	3990 - RICH TREE SERVICE, INC.	PO 25393 SHADE TREE - PRUNING	3,250.00	3,250.00
20623	3695 - RT 23 PATIO & MASON CENTER, LLC	PO 25141 S & R - DRAINS, PIPES & CATCHBASINS	976.78	976.78
20624	3205 - SECURITY SHREDDING	PO 25029 2022 SHREDDING SERVICES - BLANKET	60.00	60.00
20625	1948 - SHEAFFER SUPPLY, INC.	PO 25410 BH: RENOVATIONS - SUPPLIES - BLANKET	315.29	315.29
20626	1994 - SHERWIN-WILLIAMS COMPANY	PO 25352 BH: RENOVATION SUPPLIES	57.75	57.75
20627	4171 - SHORT LOAD CONCRETE, LLC	PO 25003 RECREATION -DEPT - BEACH MAINTENANCE	402.50	402.50
20628	2277 - STALKER RADAR	PO 25291 POLICE: VEHICLE UP FITTING	1,134.00	1,134.00
20629	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 25303 ADMIN: ORDER# 7357933944	672.64	672.64
20630	1916 - STICKEL, KOENIG, SULLIVAN & DRILL,	PO 25156 2022 PROFESSIONAL SERVICES - RETAINER -	3,500.00	3,500.00
20631	1981 - SUBURBAN DISPOSAL, INC	PO 25232 SOLID WASTE / RECYCLING COLLECTION - 20	37,159.99	
		PO 25378 TRASH DAY - DUMPSTER FEES - APRIL 2022	1,100.00	38,259.99
20632	2961 - SYN-TECH SYSTEMS, INC	PO 25148 DPW - TRAINING/ DEVELOPMENT - BLANKET	120.00	120.00
20633	3861 - SYNCB/AMAZON	PO 25013 BH RENOVATIONS: ORDER#	99.72	
		PO 25201 BH: ORDER#	852.98	
		PO 25203 LIFEGUARD: ORDER# 112-3357920-8973808	35.96	
		PO 25212 CLERK: ORDER# 112-3884131-6193865	95.04	
		PO 25220 LIFEGUARDS: ORDER# 112-1783236-9112242	313.16	1,396.86
20634	3861 - SYNCB/AMAZON	PO 25270 CONSTRUCTION: ORDER # 112-7788270-32986	71.34	
		PO 25278 CLERK: ORDER# 112-1620760-4371442	58.38	
		PO 25301 DPW: ORDER# 112-6034656-0341020	79.96	
		PO 25314 COMPUTERS: ORDER# 112-2521564-9201063	26.17	
		PO 25336 POLICE: ORDER#112-8393628-3426620 11	89.93	
		PO 25350 CLERK: ORDER# 112-9413883-5749853	46.89	372.67
20635	2037 - TJ'S SPORTWIDE TROPHY & AWARDS, INC	PO 25251 POLICE: TROPHIES	217.00	217.00
20636	603 - TOWNSHIP OF DENVILLE	PO 25311 2022 SHARED MUNICIPAL COURT SERVICES - B	14,875.00	14,875.00
20637	1424 - TOWNSHIP OF MONTVILLE	PO 25194 2022 ANIMAL CHARGES - BLANKET	2,970.66	2,970.66
20638	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 25245 2022 SEWER MAINTENANCE CHARGES - BLANKET	39,416.67	39,416.67
20639	2749 - VERIZON	PO 25086 2022 INTERNET SVC: A/C# 853-478-043-0001	52.33	
		PO 25086 2022 INTERNET SVC: A/C# 853-478-043-0001	37.33	
		PO 25086 2022 INTERNET SVC: A/C# 853-478-043-0001	37.33	126.99
20640	2135 - VERIZON WIRELESS	PO 25380 ACCT# 882388054-00001 / MAY 05 - JUN 04	832.63	832.63
20641	4177 - WEINER LAW GROUP, LLP	PO 25403 MAY 2022 PROFESSIONAL SERVICES - PB	600.00	600.00
20642	2161 - WELDON ASPHALT, INC.	PO 24981 STREETS & ROADS - POTHOLE REPAIR - BLANK	327.75	
		PO 25263 STREETS & ROADS - POTHOLE REPAIR - BLANK	2,399.79	2,727.54
20643	3312 - ZACHARY R WALSH	PO 25356 POLICE: REIMBURSEMENT	30.00	30.00
TOTAL				2,972,298.10

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	GENERAL ADMIN - OTHER EXPENSE	6,504.79			
01-201-20-110-020	MAYOR & COUNCIL - OTHER EXP'S	50.00			
01-201-20-120-020	MUNICIPAL CLERK - OTHER EXP'S	285.31			
01-201-20-130-020	FINANCE - OTHER EXPENSES	301.22			
01-201-20-140-020	COMPUTER SERVICES	517.09			
01-201-20-155-020	LEGAL SERVICES - OTHER EXPENSE	19,063.22			
01-201-21-180-020	PLANNING BOARD - OTHER EXPENSE	635.00			
01-201-21-185-020	BD OF ADJUST - OTHER EXPENSES	3,535.00			
01-201-22-195-020	UNIFORM CONST - OTHER EXPENSES	71.34			
01-201-23-220-020	GROUP INSURANCE PLANS-EMPLOYEE	4,443.15			
01-201-25-240-020	POLICE DEPT - OTHER EXPENSES	7,558.49			
01-201-25-250-020	INTERLOCAL SERVICES: MC DISPATCH - OE	26,497.42			
01-201-25-251-020	INTERLOCAL SERVICES: DENVILLE COURT - OE	14,875.00			
01-201-26-290-020	STREETS & ROADS - OTHER EXP.	5,707.19			
01-201-26-300-020	SHADE TREE COMMISSION - O/E	3,250.00			
01-201-26-305-020	SOLID WASTE - OTHER EXPENSES	53,512.06			
01-201-26-306-020	Recycling Tax	313.62			
01-201-26-310-020	BLDG & GROUNDS - MUNIC BLDG	633.19			

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-26-315-020	VEHICLE REPAIRS & MAINTENANCE	1,237.55			
01-201-27-330-020	BOARD OF HEALTH - OTHER EXP.	6,746.00			
01-201-28-370-020	PARKS & PLAYGROUNDS OTHER EXP.	10,887.04			
01-201-28-375-020	MAINT OF PARKS (BEACHES/LAKES)	402.50			
01-201-29-390-020	AID TO PUBLIC LIBRARY	26,004.25			
01-201-30-420-020	CELEBRATION OF PUBLIC EVENTS - O/E	242.14			
01-201-31-435-020	ELECTRICITY - ALL DEPARTMENTS	204.41			
01-201-31-437-020	NATURAL GAS	909.39			
01-201-31-440-020	TELECOMMUNICATIONS	1,756.74			
01-201-31-447-020	PETROLEUM PRODUCTS	1,076.98			
01-203-25-240-020	(2021) POLICE DEPT - OTHER EXPENSES		48.95		
01-203-31-435-020	(2021) ELECTRICITY - ALL DEPARTMENTS		529.78		
01-207-55-000-000	LOCAL SCHOOL TAXES PAYABLE			2,474,005.00	
01-260-05-100	DUE TO CLEARING			0.00	2,678,773.97
01-275-55-000-000	RESERVE FOR TAX APPEALS			5,028.60	
01-290-55-000-005	T-MOBILE DUE TO CROWN CASTLE			1,941.55	
TOTALS FOR	Current Fund	197,220.09	578.73	2,480,975.15	2,678,773.97
02-200-40-700-490	AMERICAN RESCUE PLAN			936.40	
02-260-05-100	DUE TO CLEARING			0.00	936.40
TOTALS FOR	FEDERAL AND STATE GRANTS	0.00	0.00	936.40	936.40
04-215-55-989-000	2020 CAPITAL ORD. 8-20 BORO HALL RENOV.			183,349.25	
04-215-55-991-000	2021 CAPITAL ORDINANCE 10-21			61,279.74	
04-260-05-100	DUE TO CLEARING			0.00	244,628.99
TOTALS FOR	General Capital	0.00	0.00	244,628.99	244,628.99
05-201-55-520-520	Water Operating - Other Expenses	5,355.06			
05-260-05-100	DUE TO CLEARING			0.00	5,355.06
TOTALS FOR	Water Operating	5,355.06	0.00	0.00	5,355.06
07-201-55-520-520	Sewer Operating - Other Expenses	39,518.46			
07-260-05-100	DUE TO CLEARING			0.00	39,518.46
TOTALS FOR	Sewer Operating	39,518.46	0.00	0.00	39,518.46
13-260-05-100	DUE TO CLEARING			0.00	2,970.66
13-286-56-000-000	RESERVE - ANIMAL LICENSE FUND			2,970.66	
TOTALS FOR	Animal Trust	0.00	0.00	2,970.66	2,970.66
19-260-05-100	DUE TO CLEARING			0.00	114.56
19-300-60-000-005	RESERVE FOR POLICE VEHICLE			114.56	
TOTALS FOR	Police Outside Detail Trust	0.00	0.00	114.56	114.56

Total to be paid from Fund 01 Current Fund 2,678,773.97
 Total to be paid from Fund 02 FEDERAL AND STATE GRANTS 936.40
 Total to be paid from Fund 04 General Capital 244,628.99
 Total to be paid from Fund 05 Water Operating 5,355.06
 Total to be paid from Fund 07 Sewer Operating 39,518.46
 Total to be paid from Fund 13 Animal Trust 2,970.66
 Total to be paid from Fund 19 Police Outside Detail Trust 114.56
 2,972,298.10




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

Meeting Date: 06/27/2022 For bills from 06/10/2022 to 06/22/2022

Check#	Vendor	Description	Payment	Check Total
5291	3113 - PHILLIPS PREISS GRYGIEL LEHENT HUGH	PO 25404 MAY PROFESSIONAL SERVICES - ESCROW	160.00	160.00
5292	4177 - WEINER LAW GROUP, LLP	PO 25405 MAY 2022 PROFESSIONAL SERVICES - ESCROW	162.50	162.50
TOTAL				322.50

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	322.50
17-500-00-091-319	HIGHVIEW HOMES LLC			52.50	
17-500-00-091-322	BLUE 701, LLC			110.00	
17-500-00-091-402	THE CRAIG SCHOOL			160.00	
TOTALS FOR	Developer's Escrow	0.00	0.00	322.50	322.50

Total to be paid from Fund 17 Developer's Escrow

322.50

322.50

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

Meeting Date: 06/27/2022 For bills from 06/10/2022 to 06/22/2022

Check#	Vendor	Description	Payment	Check Total
5468	3745 - BRANCHBURG SPORTS COMPLEX, LLC	PO 25275 TEEN ADVENTURE: 2022 LASER TAG	1,460.00	1,460.00
5469	765 - FIRST STUDENT, INC	PO 25325 2022 TEEN CAMP BUSING - WEEK 1	5,040.00	5,040.00
5470	765 - FIRST STUDENT, INC	PO 25357 2022 TEEN CAMP BUSING - WEEK 2	6,190.00	6,190.00
5471	765 - FIRST STUDENT, INC	PO 25358 2022 TEEN CAMP BUSING - WEEK 3	6,290.00	6,290.00
5472	765 - FIRST STUDENT, INC	PO 25359 2022 TEEN CAMP BUSING - WEEK 4	2,975.00	2,975.00
5473	3611 - FLORHAM PARK ROLLER SKATING RINK	PO 25298 2022 TEEN ADVENTURE - WEEK 1	460.00	460.00
5474	3611 - FLORHAM PARK ROLLER SKATING RINK	PO 25319 2022 TEEN ADVENTURE - WEEK 2	560.00	560.00
5475	3611 - FLORHAM PARK ROLLER SKATING RINK	PO 25347 2022 TEEN ADVENTURE - WEEK 3	560.00	560.00
5476	2429 - GARDEN STATE FIREWORKS	PO 25123 2022 FIREWORK SHOW - BLANKET	2,000.00	2,000.00
5477	3609 - JENKINSON'S PAVILION	PO 25299 2022 TEEN ADVENTURE - WEEK 1	240.00	240.00
5478	3609 - JENKINSON'S PAVILION	PO 25320 2022 TEEN ADVENTURE - WEEK 2	384.00	384.00
5479	3609 - JENKINSON'S PAVILION	PO 25321 2022 TEEN ADVENTURE - WEEK 3	384.00	384.00
5480	3625 - KITTATINNY CANOES	PO 25355 2022 TEEN CAMP - KITTATINNY TUBING - RES	2,026.72	2,026.72
5481	4072 - MAD SCIENCE OF NORTHEAST NJ	PO 25413 Summer Rec Program - 6/29/22 Science	550.00	550.00
5482	3616 - SUMMERTIME SURF, LLC	PO 25340 2022 TEEN ADVENTURE SURF CAME	5,525.00	5,525.00
5483	3861 - SYNCB/AMAZON	PO 25260 REC: ORDER# 112-3515809-0200267	91.71	91.71
TOTAL				34,736.43

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
33-101-01-001-001	CASH - RECREATION			0.00	34,736.43
33-600-00-090-000	Recreation Trust Reserves			34,736.43	
TOTALS FOR	Recreation Trust	0.00	0.00	34,736.43	34,736.43

Total to be paid from Fund 33 Recreation Trust

34,736.43

34,736.43

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

RESOLUTION 127-22

**“RESOLUTION AUTHORIZING THE CANCELLATION OF GENERAL
CAPITAL RECEIVABLE AND APPROPRIATION BALANCE”**

WHEREAS, the North Glen Road project is complete and the total project costs were less than the State grant budgeted amount; and

WHEREAS, it is necessary to formally cancel the balance of the NJDOT grant and offsetting appropriations for ordinance #10-21 in the amount of \$17,901.93:

NOW THEREFORE, BE IT RESOLVED, by the council of the Borough of Mountain Lakes, that the NJDOT grant receivable and the offsetting appropriations in the amount of \$17,901.93 be cancelled.

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 27, 2022.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION 128-22

“RESOLUTION AUTHORIZING THE REFUND OF OVERPAYMENT OF TAXES”

WHEREAS, the Tax Collector certifies that the following property has an overpayment of taxes created by the mortgage company and the issuance of a refund has been requested.

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 Corelogic representing a refund of 1st and 2nd quarter 2022 property taxes. This overpayment was generated due to the mortgage company issuing payments on a 100% tax exempt property.

Block	Lot	Name & Address	Tax Year	Amount
82	1	Michael & Natasha Vecchiarelli	2022	\$13,839.19

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on June 27, 2022.

Mitchell Stern, Acting Municipal Clerk

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

BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ

RESOLUTION 129-22

"RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR INTERVALE ROAD IMPROVEMENT PROJECT"

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

WHEREAS, eight (8) bids were received on June 16, 2022; and

WHEREAS, the lowest conforming bid was submitted by Your Way Construction Corp., Irvington, New Jersey in an amount of \$396,370.70; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey, that Your Way Construction Corp. of Irvington New Jersey, shall be awarded the Contract for the Intervale Road Improvement project in an amount of \$396,370.70; and

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

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on June 27, 2022.

Mitchell Stern, Acting Municipal Clerk

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

CERTIFICATION OF THE AVAILABILITY OF FUNDS

04-215-55-992-006 Road Repaving, Intervale Road \$396.370.70



Monica Goscicki, CFO

PROPOSAL

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 Your Way Construction Inc

404 Coit Street, Irvington NJ 07111

(Name and Address)

(hereinafter called "Bidder"), organized and existing under the law of the State of
New Jersey, and doing business as
a(n) Corporation (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:

INTERVALE ROAD IMPROVEMENT PROJECT
Contract 2021.17

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>32,730.00</u> <i>thirty two thousand seven hundred thirty</i> Dollars and <u>340</u> Cents	\$ <u>32,730.00</u>
2	50 S.Y.	Base repair, HMA 19M64; for the unit price of \$ <u>48.40</u> per square yard. <u>forty eight</u> Dollars and <u>forty</u> Cents	\$ <u>2420.00</u>
3	21,489 S.Y.	Pavement milling, 2" depth; for the unit price of \$ <u>3.50</u> per square yard. <u>three</u> Dollars and <u>fifty</u> Cents	\$ <u>75,211.50</u>
4	2,456 TONS	2" HMA 9.5M64 overlay; for the unit price of \$ <u>85.55</u> per ton. <u>eighty five</u> Dollars and <u>fifty five</u> Cents	\$ <u>210,110.80</u>
5	119 L.F.	Granite block curb replacement; for the unit price of \$ <u>37.00</u> per lineal foot. <u>thirty seven</u> Dollars and <u>340</u> Cents	\$ <u>4403.00</u>

ITEM NO.	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES	AMOUNT
6	2,440 S.F.	Concrete sidewalk; for the unit price of \$ <u>9.15</u> per square foot. <u>nine</u> Dollars and <u>fifteen</u> ^(P) Cents	\$ <u>22,326.00</u>
7	30 L.F.	Concrete curb; for the unit price of \$ <u>33.30</u> per lineal foot. <u>thirty three</u> Dollars and <u>thirty</u> Cents	\$ <u>999.00</u>
8	3 EA.	Detectable warning surface; for the unit price of \$ <u>150.00</u> each. <u>one hundred fifty</u> Dollars and <u>zero</u> Cents	\$ <u>450.00</u>
9	1 EA.	Replace inlet headpiece; for the unit price of \$ <u>300.00</u> each. <u>three hundred</u> Dollars and <u>zero</u> Cents	\$ <u>300.00</u>
10	1 EA.	Install inlet headpiece plates; for the unit price of \$ <u>260.00</u> each. <u>two hundred sixty</u> Dollars and <u>zero</u> Cents	\$ <u>260.00</u>
11	11 EA.	Replace manhole frame & cover; for the unit price of \$ <u>700.00</u> each. <u>seven hundred</u> Dollars and <u>zero</u> Cents	\$ <u>7700.00</u>
12	5 EA.	Reset manhole frame; for the unit price of \$ <u>0.01</u> each. <u>zero</u> Dollars and <u>one</u> Cents	\$ <u>0.05</u>

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES</u>	<u>AMOUNT</u>
13	12 EA.	Construction signs, up to 5 SF; for the unit price of \$ <u>0.01</u> each. _____ <u>zero</u> _____ Dollars and _____ <u>one</u> _____ Cents	\$ <u>0.12</u>
14	13 EA.	Construction signs, over 5 SF; for the unit price of \$ <u>0.01</u> each. _____ <u>zero</u> _____ Dollars and _____ <u>one</u> _____ Cents	\$ <u>0.13</u>
15	10 EA.	Breakaway barricades; for the unit price of \$ <u>0.01</u> each. _____ <u>zero</u> _____ Dollars and _____ <u>one</u> _____ Cents	\$ <u>0.10</u>
16	6,500 L.F.	4" wide double yellow line; for the unit price of \$ <u>1.30</u> per lineal foot. _____ <u>one</u> _____ Dollars and _____ <u>thirty</u> _____ Cents	\$ <u>8450.00</u>
17	1 EA.	New thermoplastic crosswalk; for the unit price of \$ <u>400.00</u> each. _____ <u>four hundred</u> _____ Dollars and _____ <u>zero</u> _____ Cents	\$ <u>400.00</u>
18	30 S.F.	Traffic markings, extruded thermoplastic, white; for the unit price of \$ <u>7.00</u> per square foot. _____ <u>seven</u> _____ Dollars and _____ <u>zero</u> _____ Cents	\$ <u>210.00</u>
19	16 EA.	Pavement reflectors at fire hydrants; for the unit price of \$ <u>100.00</u> each. _____ <u>one hundred</u> _____ Dollars and _____ <u>zero</u> _____ Cents	\$ <u>1600.00</u>

<u>ITEM NO.</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION AND UNIT PRICE IN BOTH WORDS AND FIGURES</u>	<u>AMOUNT</u>
20	L.S.	Allowance for asphalt price adjustment; for the lump price of <u>\$4,000.00.</u> <u>Four Thousand</u> Dollars and <u>Zero</u> Cents	\$ <u>4,000.00</u>
21	L.S.	Allowance for fuel price adjustment; for the lump price of <u>\$2,000.00.</u> <u>Two Thousand</u> Dollars and <u>Zero</u> Cents	\$ <u>2,000.00</u>
22	240 HR.	Uniformed traffic officers; for the unit price of <u>\$95.00</u> per hour. <u>Ninety Five</u> Dollars and <u>Zero</u> Cents	\$ <u>22,800.00</u>
TOTAL BID			\$ <u>396,370.70</u>

EXPERIENCE SHEET

The bidder is required to list below, all work similar in character to the work of this Project, which he has completed within the past five years. The Bidder shall state for each job the name, address, and phone number of the owner; the value of the contract; the award and completion dates of the contract; whether he was the general contractor or a sub-contractor; the nature of the work; and the name, address and phone number of the owner's engineer or superintendent. (Attach additional sheets as required).

" SEE ATTACHED COMPLETED CONTRACTS "

BIDDER QUESTIONNAIRE

1. Name and address of contracting firm:

Your Way Construction Inc

404 Coit Street, Irvington NJ 07111

Phone (973) 849-6614

Fax (973) 900-9184

Email gcosta@ywconstruction.com

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

Name

Address

Pedro Costa

21 Ann Street, Colts Neck NJ 07722

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? 27

7. List 2 or 3 general business references.

<u>Name</u>	<u>Type of Business</u>	<u>Address</u>	<u>Phone</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. List bank references.

<u>Name</u>	<u>Address</u>	<u>Phone</u>
Crown Bank	212-216 S. Frank E. Rodgers Blvd., Harrison NJ	(973) 484-5100
Investors Bank	255 Lafayette St., Newark NJ 07105	(973) 522-1994
_____	_____	_____
_____	_____	_____

9. List equipment owned by your organization which is available for immediate use on this project.

"See Attached List of Equipments"

10. Number of permanent employees in your organization:

Supervisory 4

Labor 18

Operators 6

11. How many additional employees are contemplated for this work?

Supervisory 0

Labor 0

Operators 0

NON-COLLUSION AFFIDAVITSTATE OF New Jersey

SS:

COUNTY OF EssexI, Pedro Costa of Irvington
(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 Your Way Construction 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.

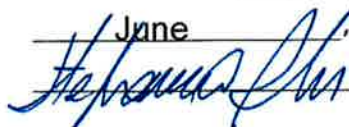
I further warrant that no person or agent has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bonafide established commercial or selling agencies maintained by Your Way Construction Inc

(Name of Bidder)

Signature of Affiant

Typed or Printed Name of Affiant PresidentAddress of Affiant 404 Coit StreetIrvington NJ 07111

Subscribed and sworn to

before me this 16th day ofJune2022

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: STRAIGHT EDGE STRIPING LLC
 Address: 201 WILTON AVE
MIDDLESEX
 Nature of Work: LINE STRIPING
 Trade: STRIPING
 License/Permit: 653443

Subcontractor Name: _____
 Address: _____

 Nature of Work: _____
 Trade: _____
 License/Permit: _____

Subcontractor Name: _____
 Address: _____

 Nature of Work: _____
 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. 57664
- ☐ An initial Employee Information Report completed by the contractor in accordance with N.J.A.C. 17:27-4.

Firm Name Your Way Construction Inc

Name of Representative Pedro Costa

Signature 

Title President Date 06/16/2022

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 PC

☒ Certificate from a surety company pursuant to N.J.S.A. 40A:11-22. Initials PC

☒ Statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2. Initials PC

☒ A listing of subcontractors. Initials PC

☒ If applicable, bidder's acknowledgement of receipt of addenda to specifications or bid documents. Initials PC

- 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 PC

☒ Consent of Surety as to a Labor and Material Payment Bond Initials PC

☒ Submission of a Non-Collusion Affidavit (this form must be Notarized) Initials PC

☒ Affirmative Action Assurance Form Initials PC

☒ Public Works Contractor Registration Certificate, pursuant to P.L. 1999, c.238 Initials PC

☒ Iran Investment Activities Disclosure, as required by N.J.S.A. 40A:11-2.1. Initials PC

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

Name of Bidder: Your Way Construction Inc

By Authorized Representative:

Signature: 

Print Name and Title: Pedro Costa, President

Date: 06/16/2022

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

Certified check or bid bond for the sum of \$10% of Bid Amount NOT TO EXCEED \$29,000.00

Consent of Surety Statement, dated 6/15/2022

Public Works Contractor Registration Certificate, dated 02/12, 2022

Business Registration Certificate, dated August 09, 1995

Iran Investment Activities Disclosure, dated June 16, 2022

The Bidder acknowledges receipt of the following Addenda:

No. "NONE" dated _____ Initials _____

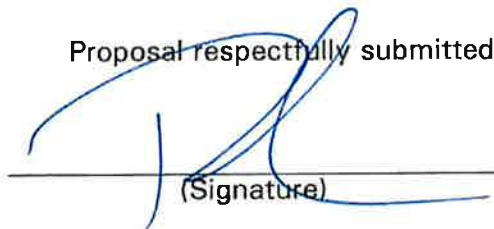
No. _____ dated _____ Initials _____

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:


(Signature)

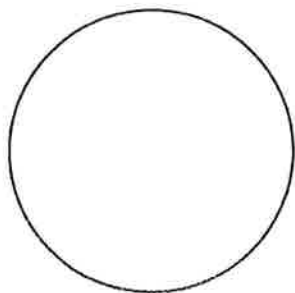
President
(Title)

June 16, 2022
(Date)

Your Way Construction Inc.

404 Coit Street

Irvington, NJ 07111
(Address)



SEAL if Bid is by a corporation

OWNERSHIP DISCLOSURE STATEMENT

OWNERSHIP DISCLOSURE STATEMENTName of Business Your Way Construction IncAddress of Business 404 Coit StreetIrvington, NJ 07111Name of Person Completing This Form Pedro Costa

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 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.

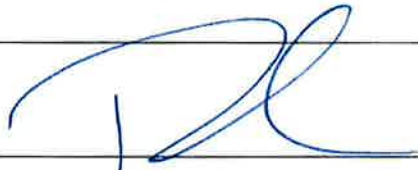
or

☐ 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



Printed Name of Affiant

PEDRO COSTA

Address of Affiant

404 COIT STREET

IRVINGTON, NJ 07111

Subscribed and sworn to

before me this 16TH day of

JUNE 2022



Notary Public

NJ

My Commission expires

8/28/2027

STEPHANIE PHU
Notary Public, State of New Jersey
Commission # 2417920
My Commission Expires 2/28/2027

CONTRACT

INTERVALE ROAD IMPROVEMENT PROJECT
Contract 2021.17

THIS CONTRACT, made this _____ day of _____ in the year _____, by and between the Borough of Mountain Lakes, a body politic and corporate of the State of New, and hereinafter called the **Owner**, party of the first part, and

_____ hereinafter called the **Contractor**, party of the second part.

WITNESSETH, that in consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. The Contractor will commence and complete the construction of the proposed municipal improvements in Mountain Lakes, New Jersey.
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor and all else necessary for the completion of the Project described herein. The Contractor will finish the Project in an expeditious, substantial and workmanlike manner, to the satisfaction of the Owner and the Engineer.
3. The Contractor will begin the work as soon as practicable after receipt of the Notice to Proceed from the Owner, and will complete the work within 42 calendar days unless the period for completion is extended by other provisions of the Contract Documents. Said completion period shall commence 20 calendar days after the date of the issuance of the Notice of Award.
4. The Contractor agrees to perform all of the work described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the completion of the entire Project, and for all losses and damages arising out of the nature of the work, or from the action of the elements or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by or in consequence of the work.
5. The term "Contract Documents" means and will consist of, the Notice to Bidders; Instructions to Bidders; Proposal; Bid Bond; Form of Contract; General Conditions; Special Conditions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Drawings or Plans; Specifications; General Requirements; and Addenda. The Contract Documents enumerated above are hereby made part of this Contract as though they were physically attached hereto, and by execution of this Contract the Contractor acknowledged that he has examined and is familiar with the contents of the said Contract Documents.

6. The Owner will make payments to the Contractor in the manner and at such times as set forth in the General Conditions, in such amounts as required by the Contract Documents.
7. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
8. The Contractor herein represents that neither the Contractor nor any person owning 5% or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2A:93-2, 2A:93-6 or 2A:97-1 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977, Chapter 214.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, the day and year first above written.

BOROUGH OF MOUNTAIN LAKES

BY: _____

Attest: _____

(Name of Contractor)

BY: _____

Attest: _____

If the Contractor is a corporation, the signature of the proper officers and the corporation seal shall be affixed.

CERTIFICATE OF BOROUGH COUNSEL

I, the undersigned, the duly authorized Counsel for the Borough of Mountain Lakes, do hereby certify that I have personally examined the contents of the foregoing Contract and all the Contract Documents for the construction and installation of the proposed municipal improvements for Mountain Lakes, described herein, and have found same to be regular and binding on all parties concerned.

Dated _____

Borough Counsel

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Project Name and Bid No. Intervale Road Improvements, Borough of Mountain Lakes
 Bidder's Name Your Way Construction Inc

PART 1: CERTIFICATION**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.****FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL AS NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, or any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter list is found on the New Jersey Division of Purchase and Property's web site at <http://www.state.nj.us/treasury/purchase/pdf/chapter25list.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the municipality finds a person or entity to be in violation of law, action shall be taken as may be appropriate and 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.

PLEASE CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its c parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law..

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL SPACE, MAKE COPIES OF THIS FORM AND ATTACH HERETO.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder /Offeror Contact Name _____ Contact Phone Number _____

CERTIFICATION

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 municipality is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the municipality to notify the municipality 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, and 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 the municipality and that the municipality at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Pedro Costa Signature _____

Title President Date June 16, 2022

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 AWARDTo: _____

_____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 _____

GENERAL CONDITIONS



Your Way Construction Inc.

404 Coit St. Irvington, NJ 07111

T: (973)849-6614 F: (973)900-9184

Completed Contracts

Owner:	Owner Address:	Location & Description:	Contract Amount:	Design Engineer:	Engineer Contact:	Date of Completion:
Town of Secaucus	1203 Paterson Plank Rd Secaucus, NJ	Paterson Plank Rd Improvements	\$284,130.00	Remington & Vernick Engineers	(201) 624-2137	October 2017
Borough of Cliffside Park	525 Palisade Ave, Cliffside Park, NJ	Highridge Ave Sewer Improvements	\$153,101.40	Boswell Engineering	(201) 641-0770	December 2017
City of Rahway	1 City Hall Plaza Rahway, NJ	2018 Rahway Sidewalk Improvement Project	\$107,131.10	Maser Consulting	(973) 398-3110	May 2019
Township of Rockaway	65 Mount Hope Rd, Rockaway, NJ	Richard Mine Rd Improvements	\$329,306.41	Township Engineer	(973) 983-2810	December 2019
County of Morris	PO Box 900 Morristown, NJ	Center Grove Road Drainage Improvements, Randolph, NJ	\$205,499.36	County Engineer	(973) 285-6750	July 2019
Borough of Carlstadt	500 Madison St, Carlstadt, NJ	Division Ave Drainage Improvements	\$259,828.25	Neglia Engineering	(201) 939-8805	August 2020
Township of Morris	50 Woodland Ave, Morristown, NJ	Albert Ave, House Rd, & Fanok Rd Improvements	\$738,295.52	Township Engineer	(973) 326-7440	August 2020
Borough of Flemington	38 Park Ave, Lyndhurst, NJ	Highland Ave & Elwood Ave Road Improvements	\$480,917.90	Van Cleef Engineering	(908)735-9500	September 2020
Borough of Andover	137 Main St Andover, NJ	Prospect Ave & Old Creamery Rd Improvements	\$299,316.70	Harold E. Pellow & Associates	(973)948-6463	December 2020
Township of Bedminster	1 Miller Lane, Bedminster, NJ	River Rd West Improvements	\$493,475.78	Ferriero Engineering	(908)879-6209	January 2021
Township of West Caldwell	30 Clinton Rd West Caldwell, NJ	Stonybrook Rd & Sanford Avenue Water Main Replacement	\$603,396.39	Maser Consulting	(973)398-3110	August 2021



Your Way Construction Inc.

404 Coit St. Irvington, NJ 07111

T: (973) 849-6614 F: (973) 900-9184

CURRENT CONTRACTS ON HAND

Owner:	Owner Address:	Location & Description:	Contract Amount:	Amount Completed:	To Be Completed:	Estimated Date of Completion:	Engineer & Contact Number:
Borough of Demarest	118 Serpentine Road Demarest, NJ	NJDOT Municipal Aid Program FY2020	\$410,557.56	\$0.00	\$410,557.56	June 2022	Colliers Engineering & Design, (973) 810-5960
City of New Brunswick	78 Bayard Street New Brunswick, NJ	Joyce Kilmer Avenue Phase II Improvements	\$659,057.32	\$0.00	\$659,057.32	Awarded	City Engineer, Department of Engineering & Public Works, (732) 745-5056
City of Passaic	330 Passaic Street Passaic, NJ 07055	Christopher Columbus Park - Parking Lot Improvements	\$175,802.30	\$0.00	\$175,802.30	May 2022	Christopher Nash, PE Boswell Engineering (201) 373-8904
County of Morris	10 Court Street Morristown, NJ	B21-52, Intersection Safety Improvements at Tempe Wick Road, Township of Mendham	\$677,948.67	\$334,256.70	\$343,691.97	May 2022	County of Morris, Depart. of Public Works (973) 285-6755
County of Morris	10 Court Street Morristown, NJ	Drainage Improvements for Boonton Avenue, Boonton	\$250,942.15	\$0.00	\$250,942.15	June 2022	County of Morris, Department of Public Works (973) 285-6755
Passaic County Community College	One College Blvd. Paterson, NJ 07505	Paterson & Wanaque Campus: Parking Lot Replacement & Site Improvements	\$869,600.00	\$766,536.94	\$103,063.06	April 2022	Tim Ferraro Coppa Montalbano tferraro@coppamontalbano.com
Borough of Tinton Falls	556 Tinton Avenue Tinton Falls, NJ	2021 Sidewalk Improvement Program	\$560,510.21	\$220,410.65	\$340,099.56	May 2022	T&M Associates (732) 671-6400

Total		
Total Contract Amount	Total Amount Completed	Uncompleted Contract Balance
\$3,604,418.21	\$1,321,204.29	\$2,283,213.92



YOUR WAY CONSTRUCTION, INC

404 COIT STREET, IRVINGTON, NJ 07111

Ph: 973-849-6614 Fax: 973-900-9184

EQUIPMENT LIST

Year	Category	Make	Model	Serial #	Location	Condition
2008	Backhoe	Caterpillar	430E	EAT01463	Irvington	Good
2010	Backhoe	Caterpillar	420 EIT	PHC00829	Irvington	Good
2003	Backhoe	John Deere	310 G	T0310GX920441	Irvington	Good
2014	Backhoe	John Deere	310K	IT0310KXCDE255089	Irvington	Good
2000	Backhoe	John Deere	410 E	T0410EX887334	Irvington	Good
	Backhoe	John Deere	310SK	1T0310SKHDE247494	Irvington	Good
2008	Compactor/Roller	Dynapac	CC 142	60214065	Irvington	Good
	5 Ton Roller	Hamm	HD14	H2310308	Irvington	Good
	7 Ton Roller	Hamm	HD70	WGH0H186CHAA00870	Irvington	Good
	Dirt Compactor	Cat	C563		Irvington	Good
	Asphalt Roller	Bomag			Irvington	Good
1900	Trench Roller	Chicago Pneumatic	TR850	BGF030562	Irvington	Good
2012	Trench Roller	Wacker	RT 82SC2	20110220	Irvington	Good
2013	Trench Roller	Wacker	RT 82SC2	20147884	Irvington	Good
	Compactor/Roller	Multiquip WB-G	MRH-800G		Irvington	Good
	Compactor/Roller	Multiquip WB-D	MRH-800D		Irvington	Good
2011	Compressor	Ingersoll Rand			Irvington	Good
	Compressor	Ingersoll Rand	185 CFM	412900	Irvington	Good
2004	Dozer	Komatsu	D39 EX-21	1229	Irvington	Good
	Dozer	Komatsu	D51 PXI-22	B14426	Irvington	Good
2000	Excavator	Hitachi	EX 330LC-5	1111PO21063	Irvington	Good
	Excavator	Hitachi	ZX135US-5B		Irvington	Good
2013	Excavator	Hitachi	ZX135	HCMDAFOC00100079	Irvington	Good
2014	Excavator	John Deere	60 G	1FF06 0GXHE J2855 96	Irvington	Good
2015	Excavator	John Deere	60 G	1FF06 0GXCE J2861 19	Irvington	Good
2011	Excavator	Kobelco	SK 140	YH0608513	Irvington	Good
2012	Excavator	Kobelco	SK210LC-9	YQ13-U5212	Irvington	Good
2015	Excavator	Kobelco	SK210 LC	YQ13-T2851	Irvington	Good
2012	Excavator	Kubota	KX080-3	25942	Irvington	Good
	Excavator	Kubota	KX080-4	34686	Irvington	Good
2016	Excavator	Komatsu	PC88MR-10	7721	Irvington	Good
	Loader	Caterpillar	928F	2XL00773	Irvington	Good
2014	Loader	Caterpillar	924K	PWR02302	Irvington	Good
2017	Skidsteer	John Deere	333G	1T0333GMAF305203	Irvington	Good
	Skidsteer	John Deere	332G	1T0332GMJF334830	Irvington	Good
2005	Skidsteer	Bobcat	S 250	526012806	Irvington	Good
2005	Site Truck	Terex	TA-27	A8681021	Irvington	Good
	Dumper	Terex	PT6000		Irvington	Good
2018	Milling Machine	Whirtgen	W150CFi	8130210	Irvington	Excelent
	Paver	Blawknox	PF5510	5510	Irvington	Good
	Paver	Roadtec	RP175	124	Irvington	Good
	Paver	Roadtec	RP195E	4100	Irvington	Excelent
	Light Tower	Generac Mob	MLT6S	3001764097	Irvington	New
	Light Tower	Kohler			Irvington	Good
	Light Tower	Ingeroll			Irvington	Good
	Light Tower	Generac Mob	MLT6S	3001791417	Irvington	Good
2000	Fork Lift	GEHL	DL6H	6H44J01220491	Irvington	Good
	Sweeper	Leeboy Rosco	RB50	1361416001701	Irvington	Good
	Sweeper	Terramite	TSS-48	CWC211TS0207	Irvington	Good
	Tractor	John Deere	5525		Irvington	Good
	Tractor	Ford			Irvington	Good

Certificate Number
609192

Registration Date: 02/12/2022
Expiration Date: 02/11/2024



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:

Responsible Representative(s):
Pedro Santos-Costa, President

Your Way Construction, Inc.
2022

A handwritten signature in black ink, appearing to read "R. Asaro-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: YOUR WAY CONSTRUCTION INC.

Trade Name:

Address: 404 COIT ST
IRVINGTON, NJ 07111

Certificate Number: 0649208

Effective Date: August 09, 1995

Date of Issuance: March 29, 2012

For Office Use Only:

20120329100315547

Certification 57664

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-JUN-2017** to **15-JUN-2024**

YOUR WAY CONSTRUCTION, INC.
404 COIT STREET
IRVINGTON

NJ 07111



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

Certificate Number
653443

Registration Date:
09/28/2020
Expiration Date:
09/27/2022



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:

Responsible Representative(s):
Andrew Altobelli, President

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

Straight Edge Strong
2020

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: STRAIGHT EDGE STRIPING LIMITED LIABILITY COMPANY

Trade Name:

Address: 201 WILTON AVE
MIDDLESEX, NJ 08846

Certificate Number: 1241139

Effective Date: June 05, 2006

Date of Issuance: May 13, 2019

For Office Use Only:

20190513095529551



State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Li. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
Acting State Treasurer

APPROVED *under the*

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **STRAIGHT EDGE STRIPING LIMITED LIABILITY COMPANY** as a Category 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses. If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at:
www.njportal.com/DOR/SBERegistry/.



Peter Lowicki
Deputy Director

Issued: 6/18/2019
Certification Number: A0088-27

Expiration: 6/18/2022



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

June 28, 2021

20-3662885
Identification No.

Straight Edge Striping
201 Wilton Avenue
Middlesex, NJ, 08846

RE: NOTICE OF CLASSIFICATION

Dear Sir/Madam:

In accordance with Title 27:7-35.1 et. seq., and Regulations of the New Jersey Department of Transportation, you are hereby notified that the following CLASSIFICATION has been assigned to your firm by the Department:

Financial Capability
\$5,000,001 to \$10,000,000

Work Classification(s):

Project Rating(s):

17-Standard Pavement Markings
18-Long Life Pavement Markings

\$1,000,001 to \$2,000,001
" " "

This denotes your maximum financial capability and project rating, since you have chosen to submit a CPA review of financial statement.

Your financial capability is based on (net working capital or net worth x 15) + (net book value of construction equipment less the value of any outstanding loans x 15) + (unsecured lines of credit in accordance with the Questionnaire x7) as determined by the Department from the information you submitted for the Close of Business on 12/31/20. See attachment for explanation.

Please be advised that the supplementary provisions (Project specific Specifications) for all present & future Bridge Painting contracts requires all contractors and sub-contractors to have valid Certificates SSPC-QP1 & SSPC-QP2 issued by The Society for Protective Coatings (<http://www.sspc.org/>) at the time of bid and duration of the contract.

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NOTICE OF CLASSIFICATION

Straight Edge Striping

Page 2

This CLASSIFICATION will be effective 7/10/21 and will expire 6/30/22.

Your financial capability is defined as the dollar threshold on the maximum amount of a project rating, which is assigned by the Department pursuant to N.J.A.C. 16:44-3.6 upon examination of the contractor's Questionnaire and financial statement submitted by the contractor in accordance with this chapter. Project Rating is defined as the maximum dollar amount that a contractor shall be allowed to bid in a particular work type on an individual project.

Bids will only be accepted from a contractor classified with the Department pursuant to N.J.A.C. 16:44-3. Bids will only be accepted from a contractor who has been classified in at least one of the work types required in the project advertisement. Bids will be accepted from a contractor in an amount that does not exceed its project rating. When there is a question as to whether a bid is within the contractor's classification or, where it reasonably appears that a contractor may not have the classification that will allow it to bid on a project for which bids are being sought, the bid will be opened provisionally. If the bid is for a different work type or in a dollar amount greater than the contractor's maximum project rating, the bid will be rejected.

In order to be continuously eligible to bid on projects to be undertaken by this Department, your next Contractor's Financial and Equipment Statement should be submitted one month before the expiration date, but must be received at least 15 days prior to the date set for receipt of bids for which the classification will be used.

Requirements of New Jersey Administrative Code 16:44-12.1 and 12.2 must be complied with by all corporations classified with the New Jersey Department of Transportation.

Sincerely,



Keith A. Daniels

Manager

Bureau of Construction Services

* Attachment

Company Name: Straight Edge Striping

*Lesser of:

Net Working Capital	\$	<u>11,389,474</u>	
Stockholders Equity (Net Worth)	\$	<u>14,892,001</u>	\$ <u>11,389,474</u>

Book Value of Equipment

Amount Claimed	\$	<u>2,743,211</u>
Reason Deducted	Long Term Loan Balances	

Total Deductions	\$	<u>2,271,867</u>
Net Book Value of Equipment Allowed	\$	<u>471,344</u>

Lines of Credit	
Amount Claimed	\$ <u>1,250,000</u>

Reason Deducted

Total Amount Allowed	\$	<u>1,250,000</u>
----------------------	----	------------------



State of New Jersey

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

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

Code of Ethics for Vendors

(viewable online at <http://www.state.nj.us/transportation/business/procurement/ethics.shtm> &
<http://njdotintranet.dot.state.nj.us/policy/ethics/pdf/vendcode.pdf>)

The New Jersey Department of Transportation (NJDOT) considers the maintenance of public trust and confidence essential to its proper functioning. Vendors must be notified of their responsibilities concerning their relationship with Special State Officers or employees and State officers or employees. Executive Order 189 (Kean 1988). Accordingly, NJDOT has adopted this Code of Ethics for Vendors.

"Vendor" means any general contractor, subcontractor, consultant, supplier, lessor, person, firm, corporation, association or organization providing goods and/or services or seeking to do business with the NJDOT. Vendors who supply goods or services, or are seeking to provide goods and services, to NJDOT, must adhere to the standards set forth in this Code of Ethics to avoid conflicts of interest.

This Code of Ethics, originally adopted on December 16, 1987, is based upon the principles established in Executive Order 189 (Kean 1988), the Conflict of Interest Law, and the Uniform Ethics Code and has been established pursuant to the authority of N.J.S.A. 27:1A, et seq. The Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq., and Uniform Ethics Code which, while not strictly applicable to contractors, prohibit certain actions by State officers or employees and Special State officers or employees when interacting with vendors.

This Code of Ethics is included in each Request for Proposal (RFP) promulgated by the NJDOT and incorporated by reference in every contract and agreement to which the NJDOT is a party. It shall be distributed to all parties who presently do business with NJDOT and posted on the NJDOT's website.

1. No vendor shall employ any NJDOT officer or employee who performs purchasing functions for NJDOT. N.J.A.C. 16:44-11.1(b)(3); Executive Order 189 (Kean 1988).
2. No vendor shall sell or provide any interest in the business of the vendor to any NJDOT officer or employee who performs purchasing functions for NJDOT. N.J.A.C. 16:44-11.1(b)(3); Executive Order 189 (Kean 1988).

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3. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDOT officer or employee. N.J.A.C. 16:44-11.1(b)(5); Executive Order 189 (Kean 1988).

4. No vendor shall cause or influence, or attempt to cause or influence, any NJDOT officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person. N.J.A.C. 16:44-11.1(b)(6); Executive Order 189 (Kean 1988).

5. No vendor shall offer any NJDOT officer or employee, his/her spouse, immediate family member, partner or associate any gift, favor, service or other thing of value related in any way to the State official's public duties. N.J.S.A. 52:13D-24; N.J.A.C. 16:44-11.1(b)(1); Uniform Ethics Code, Section III, page 6; Executive Order 189 (Kean 1988). This includes, but is not limited to, meals, discounts on goods and services, tickets to events, and clothing.

There exist certain narrow exceptions to the State of New Jersey's zero tolerance policy on the acceptance of gifts. A NJDOT officer or employee may accept the following items of minimal or nominal value.

a. Snacks of minimal monetary value, such as coffee or donuts, provided during the course of a meeting, conference or other occasion where the officer or employee is properly in attendance.

b. Unsolicited small items of nominal value such as pens, pencils, or other trivial logo items that are offered to the general public.

c. A trophy, plaque or certificate.

6. Vendors who violate this code may be subject to debarment procedures set forth at N.J.A.C. 16:44-11.1 et seq.

This Code of Ethics shall supplement, not replace, Executive Order 189 (Kean 1988), N.J.S.A. 52:13D-12, et seq., N.J.A.C. 19:61-1.1, et seq.; and Uniform Ethics Code (February 2011).

Please also see the New Jersey Department of the Treasury's "Business Ethics Guide" (http://www.state.nj.us/treasury/purchase/ethics_guide.shtml) which provides a guide to ethical conduct for persons and/or entities doing business with the State. To the extent that there is any conflict between the NJDOT Code of Ethics for Vendors and Treasury's Business Ethics Guide, the latter shall govern.

Any questions regarding what is or is not acceptable or what constitutes proper conduct for a NJDOT officer or employee should be referred to the NJDOT's Ethics Liaison Officer at 1035 Parkway Ave. Trenton, NJ 08625, (609) 963-1958 or DOT.Ethicsforms@dot.nj.gov.


Amalia McShane, Inspector General


Diane Gutierrez-Scardetti, Commissioner



2022 UCR Registration is VALID!



Confirmation # 000-0288-6200

Generated: 11/29/2021 11:55 EST

Registered on: 11/29/2021 11:55 EST

Year: 2022

UCR Fee: \$176.00

Paid: Convenience Fee: \$5.23

Total: \$181.23

Bracket: 3 to 5 vehicles [4 vehicle(s)]

USDOT #: 3262497

Classifications: Motor Private Carrier

Legal Name: STRAIGHT EDGE STRIPING LLC

Base State: US_NY

Principal: 201 WILTON AVE
MIDDLESEX, NJ 08846-2561
US

Payor: Stephen Ferris

*** Expires: 12/31/2022 ***

CERTIFICATE of PARTICIPATION

ACKNOWLEDGES THAT THE FOLLOWING COMPANY

STRAIGHT EDGE STRIPING

PURSUANT TO AMENDMENTS TO N.J.S.A. 34:11-56.50 AND N.J.S.A. 34:11-56.52(6),
ABC-NJ CERTIFIES PARTICIPATION IN A REGISTERED APPRENTICESHIP PROGRAM BY
ACTIVELY PARTICIPATING IN THE ERISA TRUST.

ABCNJ - ERISA TRUST PARTICIPATOR
Trade(s) covered by participation: Painter

NJ DOL Program # 2019-NJ-72802
Cert# 13900199



A handwritten signature in black ink, appearing to read "Robert M. Brown".

SIGNED, *Robert M. Brown*, ERISA Trustee Chair

EXPIRES 2.28.2021



Associated Builders and Contractors

New Jersey

Chapter



SB One Insurance Agency
Protection Plus Associates
A subsidiary of SB One Bank

January 6, 2022

Re: Straight Edge Striping LLC
Coverage: Workers Compensation Experience Modification Factors

To Whom it May Concern:

Please find below the experience rating modification factors for Straight Edge Striping LLC. AHA Holding Group LLC dba for the terms requested.

01/01/2022 – 01/01/2023 – 0.717

01/01/2021 – 01/01/2022 – 0.717

01/01/2020 – 01/01/2021 – 0.848

If you have any questions regarding the above information, please do not hesitate to contact me.

Thank you.

Sincerely,

Leo B Raponi
lraponi@SBOneInsurance.com

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Straight Edge Striping

2 Business name/disregarded entity name, if different from above

Same

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

201 Wilton Avenue

6 City, state, and ZIP code

Middlesex New Jersey 08846

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

2 0 - 3 6 6 2 8 8 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

January 10th 2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
Your Way Construction, Inc as Principal, and
Travelers Casualty and Surety Company of America as Surety, are hereby held and firmly
 bound unto Borough of Mountain Lakes as OWNER in the penal
 sum of \$ 10% of Bid Amount Not to Exceed
\$20,000.00 for the payment of which, well and truly to be
 made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 16th day of June, 2022. 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 _____

Intervale Road Improvement Project, Contract 2021.17

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.

Your Way Construction, Inc

Principal

Pedro Costa, President

Surety Travelers Casualty and Surety Company of America

By:

Lisa Nosal
 Lisa Nosal, Atty-In-Fact

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut
CONSENT OF SURETY

To: Borough of Mountain Lakes

Re: Contractor Name: Your Way Construction, Inc
Project Description: Intervale Road Improvement Project, Contract 2021.17

Travelers Casualty and Surety Company of America, as surety, organized under the laws of the state of Connecticut, and duly authorize to do business in the State of New Jersey

hereby agrees that in the event Contractor is the successful bidder for:

Intervale Road Improvement Project, Contract 2021.17

And is awarded the contract, it, as surety, will provide the contractor with bonds in such sums as are required in the advertisement or in the specifications.

Travelers Casualty and Surety Company of America



Surety Lisa Nosal, Atty-In-Fact

June 16, 2022

Date

TRAVELERS
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
POWER OF ATTORNEY


KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Lisa Nosal** of **TOTOWA**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



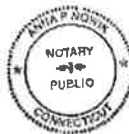
State of Connecticut

City of Hartford ss.

 By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026

 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **June**, 2022

 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2021

AS FILED IN THE STATE OF NEW JERSEY

CAPITAL STOCK \$ 6,480,000

ASSETS		LIABILITIES & SURPLUS	
BONDS	\$ 4,427,068,873	LOSSES	\$ 1,224,258,147
STOCKS	90,892,083	LOSS ADJUSTMENT EXPENSES	157,268,812
CASH AND INVESTED CASH	3,976,380	COMMISSIONS	49,977,644
OTHER INVESTED ASSETS	4,609,133	OTHER EXPENSES	46,607,590
SECURITIES LENDING REINVESTED COLLATERAL ASSETS	7,433,088	TAXES, LICENSES AND FEES	16,655,025
INVESTMENT INCOME DUE AND ACCRUED	37,877,324	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,972,277
PREMIUM BALANCES	294,081,729	UNEARNED PREMIUMS	1,212,347,629
REINSURANCE RECOVERABLE	70,677,646	ADVANCE PREMIUM	1,824,313
NET DEFERRED TAX ASSET	60,156,960	POLICYHOLDER DIVIDENDS	14,256,052
OTHER ASSETS	3,286,703	CEDED REINSURANCE NET PREMIUMS PAYABLE	47,473,619
		AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS	42,097,038
		REMITTANCES AND ITEMS NOT ALLOCATED	10,579,448
		PROVISION FOR REINSURANCE	6,873,132
		PAYABLE TO PARENT, SUBSIDIARIES AND AFFILIATES	40,373,235
		PAYABLE FOR SECURITIES LENDING	7,433,086
		ESCHEAT LIABILITY	537,132
		RETROACTIVE REINSURANCE RESERVE ASSUMED	816,092
		OTHER ACCRUED EXPENSES AND LIABILITIES	250,005
		TOTAL LIABILITIES	\$ 2,881,598,277
		CAPITAL STOCK	\$ 6,480,000
		PAID IN SURPLUS	433,803,760
		OTHER SURPLUS	1,678,177,678
		TOTAL SURPLUS TO POLICYHOLDERS	\$ 2,118,461,638
TOTAL ASSETS	\$ 5,000,059,915	TOTAL LIABILITIES & SURPLUS	\$ 5,000,059,915

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

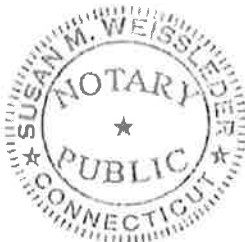
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2021.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
17TH DAY OF MARCH, 2022

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022



SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

The Travelers Indemnity Company, St. Paul Fire and Marine Insurance Company, Travelers Casualty and Surety Company, United States Fidelity and Guaranty Company, The Standard Fire Insurance Company, Travelers Casualty Insurance Company of America, Farmington Casualty Company, St. Paul Mercury Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Guardian Insurance Company, Fidelity and Guaranty Insurance Company, Travelers Casualty and Surety Company of America,
surety(ies) on the attached bond, hereby certifies(y) the following:

- 1) Each surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amounts as of the calendar year ended **December 31, 2020** (most recent calendar year for which capital and surplus amounts are available), which amounts have been certified by **KPMG LLP**, located at One Financial Plaza, Hartford, CT 06103-4103, in the Annual Audited Combined Financial Statements for the first eleven (11) companies below, and on a Stand-alone Annual Audited Financial Statement for the twelfth (12th) company below, all on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
The Travelers Indemnity Company	\$ 10,790,700	\$6,949,525,628
St. Paul Fire and Marine Insurance Company	\$ 20,000,000	\$6,138,996,260
Travelers Casualty and Surety Company	\$ 25,000,000	\$7,158,214,223
United States Fidelity and Guaranty Company	\$ 35,214,075	\$891,004,366
The Standard Fire Insurance Company	\$ 5,000,000	\$1,310,802,811
Travelers Casualty Insurance Company of America	\$ 6,000,000	\$551,758,575
Farmington Casualty Company	\$ 6,000,000	\$289,594,630
St. Paul Mercury Insurance Company	\$ 4,230,000	\$114,724,363
Fidelity and Guaranty Insurance Underwriters, Inc.	\$13,434,900	\$90,072,017
St. Paul Guardian Insurance Company	\$ 4,200,000	\$22,974,162
Fidelity and Guaranty Insurance Company	\$ 5,000,000	\$18,962,415
Travelers Casualty and Surety Company of America	\$ 6,480,000	\$2,091,034,607
		December 31, 2021
		Capital \$6,480,00 Surplus \$2,118,461,638

- 3) 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 therein on **July 1, 2021** (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitation</u>
The Travelers Indemnity Company	\$694,953,000
St. Paul Fire and Marine Insurance Company	\$501,784,000
Travelers Casualty and Surety Company	\$696,072,000
United States Fidelity and Guaranty Company	\$89,100,000
The Standard Fire Insurance Company	\$131,080,000
Travelers Casualty Insurance Company of America	\$55,176,000
Farmington Casualty Company	\$28,959,000
St. Paul Mercury Insurance Company	\$11,472,000
Fidelity and Guaranty Insurance Underwriters, Inc.	\$9,007,000
St. Paul Guardian Insurance Company	\$2,297,000
Fidelity and Guaranty Insurance Company	\$1,896,000
Travelers Casualty and Surety Company of America	\$209,103,000

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item 5 below 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 that contract and the amount of the reinsurer's participation in the contract is as follows:

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


The amount of the bond indicated under Item 5 below *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above.

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, **Eric B. Bruder**, as Attorney-in-Fact for the companies herein listed, corporations domiciled in Connecticut, Iowa, Maryland, Minnesota and Wisconsin, DO 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 VOIDABLE.



(Signature of certifying agent/officer)

Eric B. Bruder

(Print name of certifying agent/officer)

Vice President, Finance
Chief Financial Officer, Bond & Specialty Insurance

(Title of certifying agent/officer)

Date: August 16, 2021

-
- 5) The amount of the bond to which the statement and certification is attached is \$ 10% of Bid Amount Not to Exceed \$20,000.00, which *does not* exceed the total underwriting limitation of all sureties on the bond as set forth in Item 3 above

CERTIFICATE

I, **Lisa Nosal** (name of agent), as **Atty-In-Fact** (title of agent) for the companies herein listed, corporations domiciled in Connecticut, Iowa, Maryland, Minnesota and Wisconsin, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statement made by me is true, and ACKNOWLEDGE that, if the statement made by me is false, this bond is VOIDABLE.



(Signature of certifying agent/officer)

Lisa Nosal

(Print name of certifying agent/officer)

Atty-In-Fact

(Title of certifying agent/officer)

Date: June 16, 2022

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

RESOLUTION 130-22

“RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE BOROUGH OF MOUNTAIN LAKES AND THE TOWN OF BOONTON CONFIRMING THE CONSENT OF THE BOROUGH OF MOUNTAIN LAKES FOR WATER AND SEWER SERVICE TO BE PROVIDED BY THE TOWN OF BOONTON AND ESTABLISHING A PROCEDURE FOR THE ENFORCEMENT OF TAX LIENS”

WHEREAS, N.J.S.A. 40A:31-23 authorizes one municipality to provide water and sewer service to properties in another municipality with the consent of both municipalities; and

WHEREAS, N.J.S.A 40A:31-12 provides for a lien on real property serviced by municipal water systems for fees and charges without regard to the location of the real property being serviced; and

WHEREAS, water and sewer service for users in certain locations in the Borough of Mountain Lakes has been historically provided by the Town of Boonton ; and

WHEREAS, it is appropriate for the municipalities to enter into an agreement to confirm the consent to service these properties and the procedure of the imposition of tax liens.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the appropriate municipal officials are hereby authorized to execute the “Agreement by and between the Town of Boonton and the Borough of Mountain Lakes Confirming the Consent of the Borough of Mountain Lakes for Water and Sewer Service to be Provided by the Town of Boonton to Certain Properties Located in the Borough of Mountain Lakes and Establishing a Procedure for Enforcement of Liens for Unpaid Charges” in the form attached hereto.

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 27, 2022.

Mitchell Stern, Acting Municipal Clerk

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

**AN AGREEMENT BY AND BETWEEN THE TOWN OF BOONTON
(HEREINAFTER THE "TOWN") AND THE BOROUGH OF MOUNTAIN LAKES,
(HEREINAFTER "THE BOROUGH") CONFIRMING THE CONSENT OF THE
BOROUGH OF MOUNTAIN LAKES FOR WATER AND SEWER SERVICE TO
BE PROVIDED BY THE TOWN OF BOONTON TO CERTAIN PROPERTIES
LOCATED IN THE BOROUGH OF MOUNTAIN LAKES AND ESTABLISHING
A PROCEDURE FOR ENFORCEMENT OF LIENS FOR UNPAID CHARGES**

THIS AGREEMENT made and entered into this ____ day of _____, 2022,
by and between:

TOWN OF BOONTON,
a Municipal Corporation of the State of New Jersey,
with offices located at 100 Washington Street
Boonton, New Jersey 07005

hereinafter also referred to as the "Town",

AND

BOROUGH OF MOUNTAIN LAKES,
A Municipal Corporation of the State of New Jersey
with offices located at 400 Boulevard
Mountain Lakes, NJ 07046

hereinafter also referred to as the "Borough",

and together hereinafter referenced together as "the Parties"

WHEREAS, N.J.S.A. 40A:31-23 authorizes one municipality to provide water and sewer service to properties in another municipality with the consent of both municipalities; and

WHEREAS, N.J.S.A. 40A:31-12 provides for a lien on real property serviced by municipal water systems for fees and charges without regard to the location of the real property being serviced; and

WHEREAS, water and sewer services for users in certain locations in the Borough of Mountain Lakes have been historically provided through the Town of Boonton water system;

WHEREAS, the Town and the Borough wish to confirm the approval of the Borough of Mountain Lakes for the Town of Boonton to provide water and sewer service to the properties in the Borough of Mountain Lakes designated in this agreement and to establish a procedure for the enforcement of municipal utility liens on properties serviced.

NOW, THEREFORE, The Town of Boonton and the Borough of Mountain Lakes, in consideration of the mutual promises and covenants herein set forth, agree as follows:

1. Properties Serviced by The Town of Boonton. The Borough of Mountain Lakes consents to the Town of Boonton providing water and sewer service to certain properties located in the Borough of Mountain Lakes (see attached list).

2. Lien Enforcement. The Town of Boonton shall provide water and sewer service in the same manner with the same rates and charges as provided under Town of Boonton ordinances for service. Fees and charges shall constitute liens on real property served pursuant to N.J.S.A. 40A:31-12. The Borough of Mountain Lakes agrees to cooperate with the Town of Boonton in the enforcement of the statutory lien by noting on its real property records that utility services are provided by the Town of Boonton and that the property is subject to a municipal utility lien for services provided by the Town of Boonton. The Tax Collectors from each municipality shall create a mechanism and process for the Town of Boonton utility liens to be enforced by tax sale in the Borough of Mountain Lakes pursuant to statute. Under no circumstances shall the Borough of Mountain Lakes be responsible for unpaid utility balances for services authorized by this Agreement.

3. Severability. In the event any provision of this Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining portions of this Agreement. The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

4. Governing Law. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

5. Termination of Agreement. Either party may terminate this Agreement by giving at least ninety (90) days written notice to the other party.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:

TOWN OF BOONTON

Municipal Clerk

Mayor

ATTEST:

BOROUGH OF MOUNTAIN LAKES

Municipal Clerk

Mayor

Utm Id	Owner Name	Property Location	Service Location	Block	Lot	Qualifier
3902-0	TRITOWN LITTLE LEAGUE	FANNY ROAD				
3982-0	HORNROCK PROPERTIES	23 PARK PLACE	HOUSE METER			
3983-0	MALADKAR, MANJUNATH	38 PARK PL				
3984-0	NEW OWNER	39 PARK PL				
3985-0	PANDYA, HIMANSHU SHARADCHANDRA/T	40 PARK PL				
3998-0	FERRARI, DIEGO	80 FANNY RD		66	15	
3935-0	LEGACY @ MT LAKES % INTEGRA MNGMNT	PARK PL	CONSTRUCTION ACCOUNT	88	18	
3935-1	LEGACY @ MT LAKES % INTEGRA MNGMNT	PARK PL	IRRIGATION SYSTEM	88	18	
3935-2	LEGACY @ MT LAKES % INTEGRA MNGMNT	PARK PL	SEWER PUMP STATION	88	18	
3936-0	KERRIS, BOB & CAROL	1 PARK PL		88	18.01	
3937-0	LOWENSTEIN, ALEC & LISA	2 PARK PL		88	18.02	
3938-0	BARNES, SAMARA & MICHAEL	3 PARK PL		88	18.03	
3939-0	SCHISSLER, JAMES M & CLAIRE E	4 PARK PL		88	18.04	
3940-0	RITCHIE, ROY & LAURA	5 PARK PL		88	18.05	
3941-0	WONG, PENG & HUI FANG	6 PARK PL		88	18.06	
3942-0	TAIRU, ADEBISI & OLUFEMI A	7 PARK PL		88	18.07	
3943-0	LATIF, ABDUL	8 PARK PL		88	18.08	
3944-0	ZIBETTI, MARCELO & MORANDO, JULIANE	9 PARK PL		88	18.09	
3945-0	WALL, ROBERT & ROSEMARY	10 PARK PL		88	18.10	
3946-0	JANKOLA, SANDRA L	11 PARK PL		88	18.11	
3947-0	GONZALEZ-DIAZ, JUAN C/HURTADO, SANDRA	12 PARK PL		88	18.12	
3948-0	LAPPAS, DEMETRIOS D & BETSEY C	13 PARK PL		88	18.13	
3949-0	NALLAPOTHULA, SWAPNA & DEVANAND	14 PARK PL		88	18.14	
3950-0	BRAGGION, JULIO/DANIELLA	15 PARK PL		88	18.15	
3951-0	LEE, KEITH	16 PARK PL		88	18.16	
3952-0	ANNESE, MARTIN & VESNA	17 PARK PL		88	18.17	
3953-0	18 PARK PLACE, LLC	18 PARK PL		88	18.18	
3954-0	KALBERMAPPEN, ASHLEE & ADAM	19 PARK PL		88	18.19	
3955-0	ROSEN, MYRA	20 PARK PL		88	18.20	
3956-0	DUVALL, KEVIN & STARR	21 PARK PL		88	18.21	
3965-0	MIMS, CAROLYN	24 PARK PL		88	18.23	
3959-0	ANANTULA, V & SOLIPURAM, SWATHI	28 PARK PL		88	18.24	
3957-0	SHAH, DHAVAL/SABHARWAL, RIVA	26 PARK PL		88	18.25	
3962-0	SCHISSLER, CLAIRE & JAMES	31 PARK PL		88	18.27	
3963-0	KANG, SAMUEL & CHUNG, SHALLY	32 PARK PL		88	18.28	
3961-0	ZHANG, ZHISHENG	30 PARK PL		88	18.29	
3966-0	LEE, ALEX & TSAIO, PIFANG	25 PARK PL		88	18.31	
3967-0	GUAN WANG & NA YU	33 PARK PL		88	18.32	
3968-0	RUOWEN, CHI	34 PARK PL		88	18.33	
3969-0	LOYIM, CHUBA/DEBBIE	35 PARK PL		88	18.34	

3970-0			36 PARK PL		88	18.35	
3971-0	HESSION, JOSEPH/O BRIEN, HALLEY		37 PARK PL		88	18.36	
3972-0	SHAH, DEEPAK		23 PARK PL UNIT A1		88	18.37	
3973-0	PEREIRA, MARIA		23 PARK PL UNIT A2		88	18.38	
3974-0	LEE, JEFF		23 PARK PL UNIT B1		88	18.39	
3975-0	VADALIA, DIPAKKUMAR & GITABEN		23 PARK PL UNIT B2		88	18.40	
3976-0	MECCIA, JOE		23 PARK PL UNIT C1		88	18.41	
3977-0	MEIJAS, ALAYNA		23 PARK PL UNIT C2		88	18.42	
3978-0	ZICHELLI, CYNTHIA		23 PARK PL UNIT D1		88	18.43	
3979-0	ARGANDONA, EMMA		23 PARK PL UNIT D2		88	18.44	
3964-0	NEW OWNER		22 PARK PL		88	18.99	
3960-0	HINGORANI, ANIL		29 PARK PL		88	70	
3958-0	MANDA, GIRIDHAR/KANDALA, SRILATHA		27 PARK PL		88	1823	
2553-3			MT LAKES	MORRIS AVE	MT	LAKES	
2553-1	DONLY CORPORATION		8 MORRIS AVE		MT	LAKES	1 - --
2553-2	TURNER ENGINEERING		14 MORRIS AVE		MT	LAKES	2 - --
Block/Lot/Qual Range: 1425 - First to 1425 - Last							
Range of Account Types: First to Last Include Service Type: Water: Y Sewer: Y							
Range of Cycles: First to Last Status: Active/Inactive							
Range of Bill Codes: First to Last Range of CO Dates: 0 to Last Range of User Codes: First to Last							
Range of Sections: First to Last							
Range of Active Dates: 0 to Last Range of CutOff Dates: 0 to Last							

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

RESOLUTION 131-22

“RESOLUTION RENEWING LIQUOR LICENSE FOR 2022-2023 LICENSING TERM”

BE IT RESOLVED, that the Borough Council of the Borough of Mountain Lakes, in the County of Morris, State of New Jersey, does hereby approve the renewal of the liquor license named below for the licensing term of July 1, 2022 (as per Alcoholic Beverage Control Director’s Order) through June 30, 2023:

PLENARY RETAIL CONSUMPTION LICENSES

<u>License #</u>	<u>Licensee & Location</u>	<u>Trading As</u>
1425-33-005-003	Hapgoods LLC	Hapgoods LLC

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 27, 2022.

Mitchell Stern, Acting Municipal Clerk

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

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

RESOLUTION 132-22

**“RESOLUTION AUTHORIZING THE AWARD OF BID TO MMD GROUP, LLC AND KS STATE BANK FOR THE
LEASING OF TWO 2022 FORD EXPLORER POLICE INTERCEPTOR UTILITY VEHICLES”**

WHEREAS, the Borough of Mountain Lakes solicited bids to acquire a lease to two 2022 Ford Explorer Police Interceptor Utility vehicles; and

WHEREAS, the financing for this lease is through KS State Bank and the low bid was submitted by MMD Group, LLC; and

WHEREAS, the amount of the low bid for the lease is \$73,009.41; and

WHEREAS, the Chief Financial Officer has certified the availability of funds for this contract.

NOW, THEREFORE, BE IT RESOLVED, by the Borough Council of the Borough of Mountain Lakes, County of Morris, and the State of New Jersey that the award of bid for the financing of the lease of two 2022 Ford Explorer Police AWD vehicles is hereby awarded to MMD Group, LLC through KS State Bank in the amount of \$73,009.41.

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 27, 2022.

Mitchell Stern, Acting Municipal Clerk

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

CERTIFICATION OF THE AVAILABILITY OF FUNDS

19-300-60-000-005 Police Outside Detail Trust Account \$73,009.41


Monica Gosicki, CFO

BOROUGH OF MOUNTAIN LAKES
Morris County, New Jersey

CONTRACT DOCUMENTS
consisting of

NOTICE TO BIDDERS, PROPOSAL, CONTRACT, BONDS,
INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS,
SPECIAL CONDITIONS, TECHNICAL PROVISIONS
AND SPECIFICATIONS

for

THE LEASE/PURCHASE OF TWO (2) POLICE PURSUIT VEHICLES
Contract 2022.06

BOROUGH OFFICIALS

Thomas Menard, Mayor

Lauren Barnett

Audrey Lane

Dan Happer

Chris Richter

Cynthia Korman

Khizar Sheikh

Mitchell Stern, Manager

Robert H. Oostdyk, Attorney

prepared by

ANNE STUSNICK
Qualified Purchasing Agent

55 Pocono Rd.

Mountain Lakes, New Jersey

Anne Stusnick

JUNE 2022

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NOTICE TO BIDDERS

Notice is hereby given that sealed proposals will be received by the Borough of Mountain Lakes, at 11:00 AM on June 22, 2022 in the Mountain Lakes DPW Office, 55 Pocono Road, Mountain Lakes, New Jersey, for the lease/purchase of two (2) Police Pursuit Vehicles.

Contract 2022.06 – Lease/Purchase of two (2) Police Pursuit Vehicles

All bids shall be made on the forms furnished and shall be enclosed in a sealed envelope marked with the name and address of the Bidder, the name of the Owner, the Contract Number and Title.

Each bidder must complete the Ownership Disclosure Statement, the Non-Collusion Affidavit, the Affirmative Action Assurance Form and the Disclosure of Investment Activities in Iran contained in the proposal package in order to be eligible for consideration for award of this Contract. In addition, when applicable, the Bidder shall be required to submit a list of specialty trade subcontractors who will be used on the Project, along with a certificate pursuant to P.L. 1997, c.408.

During the performance of this Contract, the Contractor shall be required to comply with the requirements of N.J.S.A 10:5-31 et seq. and N.J.A.C. 17:27, regarding affirmative action.

This Contract is subject to all of the Department of Labor Safety and Health Regulations and to the applicable provisions of the Occupational Safety and Health Act of 1970.

This Contract is subject to the provisions of the Business Registration Law, P.L. 2004, c. 57, N.J.S.A. 52:32-44, and bidders must submit a copy of their registration certificate with the proposal package in order to be eligible for consideration for award of this Contract.

Contract Documents for the proposed work are on file in the office of the Qualified Purchasing Agent, Department of Public Works, 55 Pocono Rd., Mountain Lakes, New Jersey. Contract Documents may be obtained only at the office of the Qualified Purchasing Agent, upon request made by any bona fide prospective bidder by calling 973-334-1577 or by email to astusnick@mtnlakes.org. The Contract Documents will be provided in PDF format at no charge.

The Contract will be awarded to the lowest responsible bidder, as set forth in the Contract Documents, the right being reserved by the Borough to reject all proposals or any proposal which may be informal or the acceptance of which for any other reasons would be detrimental to the best interests of the Borough, and to waive informalities.

By the direction of the Borough Council of the Borough of Mountain Lakes,

Mitchell Stern
Borough Manager

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

1.0 DEFINITIONS

The attention of bidders is directed to the General Conditions wherein definitions of Contract terms are given.

3.0 PROPOSALS

All bids shall be made on the form of Bid or Proposal contained herein. Each proposal, when submitted, must be enclosed in a sealed envelope endorsed with the name and address of the Bidder, and endorsed with the name of the Owner and Contract Number 2022.06, and Title. Said sealed envelope shall be delivered to the Owner at the time and place, and marked to the attention of the person, all as designated in the Notice to Bidders.

Proposals must be typed or written in ink on the blank forms provided. Prices must be given both in writing and in numerical values. In the case of a difference, the written price shall govern. In the event of a mathematical error in any price extension(s), and/ or in the total bid figure, the Owner will recalculate same using the written price(s); and the resulting recalculated bid price will be used in determining the actual bid amount.

Proposals which are incomplete, conditional or obscure, or which contain additions not called for, erasures, alterations or irregularities of any kind, may be rejected as informal. If any information required herein is not provided, the proposal shall be deemed irregular and for which cause may be rejected as informal and not considered.

No proposal, after it shall have been opened, shall be withdrawn except as may be permitted hereinafter at Paragraph 16.0.

4.0 AWARD OF THE CONTRACT

The Contract will be awarded to the lowest formal and responsible bidder who, in the judgment of the officials of the Owner, is best qualified to do this work; and the Owner reserves the right to reject any or all bids and to waive informalities. Proposals which do not show adequate proof of the qualifications of the bidder or do not otherwise conform to the requirements of this Contract, will be rejected.

The award of the Contract will be made by the Owner as soon as practicable after the acceptance of the bids, and the Contract will be awarded or all bids will be rejected within sixty (60) days after the opening of the bids, except that the bids of any bidders who consent thereto, may, at the request of the Owner, be held for consideration for such longer period as may be agreed.

No bidder may withdraw his bid for a period of sixty (60) days after the date of opening bids, but may do so at any time prior to the time for the opening thereof; except for Bidders claiming a mistake under N.J.S.A. 40A:11-23.3 as further described at Paragraph 16.0 herein.

6.0 EXECUTION OF CONTRACT AND BOND

The bidder to whom the Contract is awarded will be required to execute the Contract within twenty (20) calendar days from the date when the Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Contract forms. In case of failure of the bidder to execute the Contract within the time above stated, the Owner may at his option consider the bidder in default.

10.0 BUY AMERICAN

In accordance with N.J.S.A. 40A: 11-18, only manufactured products of the United States, wherever available, shall be used for the work to be performed under this Contract.

11.0 EQUAL BIDS

When two or more bids are equal in all respects, award may be made at the discretion of the Owner by a lottery drawing which shall be witnessed by at least three (3) persons and which may be attended by the bidders or their representatives.

12.0 SALES TAX

The Owner is a body politic and corporate and as such is qualified under the New Jersey Sales Tax Law for exemption from the sales tax.

13.0 SUBCONTRACTORS

When applicable in accordance with P.L. 1997, c. 408, the Bidder shall include with his Proposal a list of names of the subcontractors to be utilized for the Project. Additionally, in accordance with P.L. 1997, c. 408, Bidders who will use more than one subcontractor for any of the specialty trades enumerated in N.J.S.A. 40A:11-16, must submit a certificate, simultaneously with his bid, listing each subcontractor named for the particular specialty trade. The certificate shall set forth the scope of work for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to the subcontractor should the Bidder be awarded the Contract. If the Bidder fails to submit the required certificate, the Owner shall award the Contract to the next lowest responsive and responsible bidder.

14.0 NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

In accordance with P.L. 2004, c. 57, the Bidder shall include with his Proposal a copy of the Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. In addition, the Contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the Contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the Contract is made by the Contracting agency, the Contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the Contract, or shall attest that no subcontractors were used.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001,c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977,c.110(C.5:12-92) or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a Contract with a Contracting agency.

15.0 PROMPT PAY LAW - N.J.S.A. 2A:30A

As per the provisions of N.J.S.A. 2A:30A-2, the Owner, being a public or governmental entity, hereby notifies the Bidder that the entity's governing body is required to vote on authorizations for each periodic payment, final payment or retainage monies. Therefore, the Owner will utilize the exception to the 30-day payment period and billing may be approved and certified at the next scheduled public meeting of the entity's governing body, and paid during the entity's subsequent payment cycle.

16.0. WITHDRAWAL OF BID - N.J.S.A. 40A:11-23.3

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to the bidding entity. The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the bids.

A bidder's request to withdraw the bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the Owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-2.3.

The Owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or register mailing is within the five (5) business days following the opening of bids.

PROPOSAL

PROPOSAL

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

FOR the lease/ purchase of two (2) Police Utility Vehicles, as set forth in the Contract Documents.

BY MMD Group, LLC via bank - KS State Bank.
733w Main St
Boonton, NJ 07005

(Name and Address)

(hereinafter called "Bidder"), organized and existing under the law of the State of MMD Group, LLC, and doing business as a(n) LLC (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:

INTENT

The Intent of this Bid is to enter in to a LEASE/PURCHASE/Purchase Contract for the specified equipment with the buy-out at the end of the LEASE/PURCHASE term for the payment of \$1.00 (one dollar). The following specification is based upon two (2) 2022 Ford Police Interceptor SUV All Wheel Drive Police Vehicles or Approved EQUIVALENT. This specification is not to be interpreted as restrictive.

EQUIVALENT PRODUCT

Bids will be accepted for consideration on any make or model that is equal or superior to the Vehicles specified. Decisions of equivalency will be at the sole interpretation of the Borough of Mountain Lakes' Police Department. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. Original manufacturer's brochures of the proposed unit are to be submitted with the proposal.

All modifications made to the standard production unit described in the manufacturer's brochures must be certified by the manufacturer and submitted with the bid, or the bid will be deemed "non-responsive" and rejected without further review. If a bidder proposes equipment that varies from the equipment specified, the bidder must provide, deliver, and retrieve a demonstrator unit similar to the one proposed at no cost to the Borough within thirty (30) days of the bid opening for an evaluation period of no less than five (5) business days.

INTERPRETATIONS

In order to be fair to all bidders, no oral interpretations will be given to any bidder as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing to the Borough Manager. Based upon such inquiry, the Borough may choose to issue an Addendum in accordance with NJSA 40A:11-23.

GENERAL

The specification herein states the minimum requirements of the Borough. All bids must be regular in every respect. Unauthorized conditions, limitations, or provisions may be cause for rejection. The Borough of Mountain Lakes will consider as "non-responsive" any bid not prepared and submitted in accordance with the bid document and specification, or any bid lacking sufficient technical literature to enable the Borough to make a reasonable determination of compliance to the specification.

It shall be the bidder's responsibility to carefully examine each item of the specification. Failure to offer a completed bid or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as "non-responsive". All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification may be cause for rejection.

BID PRICES FOR CONTRACT 2022.06
LEASE/ PURCHASE OF TWO (2) POLICE UTILITY VEHICLES

TO: Borough of Mountain Lakes

The undersigned hereby declares that they have carefully examined the requirements of the specifications contained herein, and propose to furnish and deliver to the Borough of Mountain Lakes the equipment listed below.

LEASE/PURCHASE OF TWO (2) LAW ENFORCEMENT VEHICLES

BODY MANUFACTURER: Ford MODEL: Explorer Police Interceptor

36 MONTHS WITH MONTHLY PAYMENT: \$ 2,082.00 PRICE EACH

OR

THREE ANNUAL PAYMENTS: \$ 24,336.47 PRICE EACH

36m - 74,952.00

3A - 73,009.41

TOTAL LEASE COST

\$ _____ plus \$1.00 buy-out

 (TOTAL PRICE In Words)

INTEREST RATE 5.49%

~~~~~

Bid award for this project will be determined by the Total Lease Cost for the Vehicles & Options proposed. The Borough of Mountain Lakes reserves the right to award all or part of this project.

Can you meet the Borough specified delivery time of One Hundred Twenty (120) Calendar days?

Yes X No \_\_\_\_\_

If No Delivery Time: \_\_\_\_\_

**OPTION - Extended Warranty: (Minumum Two (2) Years from time of Buy-Out)****Cost** \$ \_\_\_\_\_Price per unit in words: \_\_\_\_\_  
\_\_\_\_\_**Length of Time of Extended Warranty** \_\_\_\_\_

Location of nearest Technical Service Representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Location of nearest Parts Distribution Center:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Pursuant to N.J.S.A 40A:11-15 AND 18A: 18A-42, Lease agreement is authorized subject to availability and appropriation annually of sufficient funds as may be required to meet the extended obligation. If availability and appropriation annually of sufficient funds are not available, Lease may be cancelled, vehicles returned and with no penalty to the Borough of Mountain Lakes.

SIGNED: \_\_\_\_\_

BIDDER: \_\_\_\_\_

MMD Group, LLC - Matt DeSantis

TITLE: \_\_\_\_\_

Managing Partner

DATE: \_\_\_\_\_

6/21/22

**EXPERIENCE SHEET**

The bidder is required to list below, all work similar in character to the work of this Project, which he has completed within the past five years. The Bidder shall state for each job the name, address, and phone number of the owner; the value of the Contract; the award and completion dates of the Contract; whether he was the general Contractor or a sub-Contractor; the nature of the work; and the name, address and phone number of the owner's engineer or superintendent. (Attach additional sheets as required).

- City of Long Branch - 7 cars - 2022
- Carney's point NJ - 2 cars - 2022
- Fairview NJ - 2 cars - 2021
- North Plainfield NJ - 2 cars - 2021




**RESOLUTION OF AUTHORIZATION IF BIDDER IS A CORPORATION**

RESOLVED that Matthew DeSantis be authorized to sign and submit the bid or proposal of this corporation for this project, and to include in such bid or proposal the certificate as to non-collusion as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. If awarded the contract(s), said individual is also authorized to sign and execute the Contract Agreement as the act and deed of such corporation.

The foregoing is a true and correct copy of the resolution adopted by MMD Corp LLC at a meeting of its Board of Directors held on 21 June day of June, 2022

SEAL OF CORPORATION

  
Secretary

MAILING ADDRESS 333 W Main St  
Baunton, NJ 07005

The terms used in this bid, which are defined in the General Conditions of the Contract included as part of the Contract Documents, have the meanings assigned to them in the General Conditions.

SUBMITTED on 21 June, 2022

NON-COLLUSION AFFIDAVITSTATE OF New Jersey

SS:

COUNTY OF MorrisI, MMP Group LLC / Matthew Desantis of Boonton  
(Name of Affiant) (Municipality)in the County of Morris and the State of New Jersey,

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

I am Managing Partner of Matthew Desantis,  
(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 Matthew Desantis  
(Name of Bidder)

Signature of Affiant Typed or Printed Name of Affiant Matthew Desantis / MMP Group LLCAddress of Affiant 333 W Main StBoonton, NJ 07005Subscribed and sworn to  
before me this 23rd day ofJune, 2022Ana E. Purcell

**ANN E. PURCELL**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission # 2098256**  
**My Commission Expires March 21, 2027**

**EXHIBIT A**  
**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**  
**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**  
**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

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

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation,

gender identity or expression, disability, nationality 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.

In conforming with the applicable employment goals, 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, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

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:

- ☒ Ownership disclosure statement, pursuant to N.J.S.A. 52:25-24.2. Initials my
- ☒ A listing of subcontractors, if applicable. Initials ml
- ☒ If applicable, bidder's acknowledgement of receipt of addenda to specifications or bid documents. Initials my

- 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 Subcontractor's Business Registration Certificates, pursuant to P.L. 2004, C.57. Initials my
- ☒ Submission of a Non-Collusion Affidavit (this form must be Notarized) Initials my
- ☒ Affirmative Action Assurance Form Initials my
- ☒ Iran Investment Activities Disclosure, as required by N.J.S.A. 40A:11-2.1. Initials my
- ☒ Bid Submission Checklist Initials my

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

Name of Bidder: MMD Group LLC - Matthew Desantis

By Authorized Representative:

Signature: [Signature]

Print Name and Title: Matthew Desantis, Managing Partner

Date: 6/21/22

**OWNERSHIP DISCLOSURE STATEMENT**Name of Business MMD Group LLCAddress of Business 333 West Main StDoenton NJ 07005Name of Person Completing This Form Matthew DeSantis

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 DeSantis  
Address 35 Howell Rd  
Mountain Lakes, NJ 07046

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

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

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

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

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

**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



Printed Name of Affiant

Matthew Decker

Address of Affiant

333 W Main St

Boston, MS 07005



Subscribed and sworn to

before me this 23rd day of

June 2022



Notary Public

ANN E. PURCELL

NOTARY PUBLIC OF NEW JERSEY

My Commission expires Commission # 2098256

My Commission Expires March 21, 2027



**CONTRACT**

10/10/2019 15:00:00  
10/10/2019 15:00:00  
10/10/2019 15:00:00  
10/10/2019 15:00:00

**LEASE/ PURCHASE OF TWO (2) POLICE UTILITY VEHICLES**  
**Contract 2022.06**

**THIS CONTRACT**, made this 21 day of June in the year 2022, by and between the Borough of Mountain Lakes, a body politic and corporate of the State of New Jersey, and hereinafter called the **Owner**, party of the first part, and

MAD Group, LLC - via KS State Bank

hereinafter called the **Contractor**, party of the second part.

**WITNESSETH**, that in consideration of the agreements herein contained, to be performed by the parties hereto, and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

1. **WORK:** Responsible for **LEASE/PURCHASE OF TWO (2) LAW ENFORCEMENT VEHICLES**, as per specifications.
2. The Contractor agrees to perform all of the work described in the Contract Documents and agrees to comply with all the terms therein, for the price or prices submitted by him in his Proposal. Said prices shall be full compensation for the completion of the entire Project, and for all losses and damages arising out of the nature of the work, or from the action of the elements or from any unforeseen difficulty encountered in the prosecution of the work; and for all risks of any kind connected with the work, and for all expenses incurred by or in consequence of the work.
2. The term "Contract Documents" means and will consist of, the Notice to Bidders; Instructions to Bidders; Proposal; Bid Bond; Form of Contract; General Conditions; Notice of Award; Notice to Proceed; Specifications; and Addenda. The Contract Documents enumerated above are hereby made part of this Contract as though they were physically attached hereto, and by execution of this Contract the Contractor acknowledged that he has examined and is familiar with the contents of the said Contract Documents.
3. The Owner will make payments to the Contractor in the manner and at such times as set forth in the General Conditions, in such amounts as required by the Contract Documents.
4. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns
5. The Contractor herein represents that neither the Contractor nor any person owning 5% or more of the stock or equity interest in the Contractor's business has been convicted of an offense under N.J.S.A. 2A:93-2, 2A:93-6 or 2A:97-1 subsequent to September 13, 1977. This representation is made pursuant to P.L. 1977, Chapter 214.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts, the day and year first above written.

BOROUGH OF MOUNTAIN LAKES

Attest:

BY: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MMD Group, LLC - via KS State Bank  
(Name of Contractor)

BY: Math DeSantis

Attest:

\_\_\_\_\_

\_\_\_\_\_

If the Contractor is a corporation, the signature of the proper officers and the corporation seal shall be affixed.

CERTIFICATE OF BOROUGH COUNSEL

I, the undersigned, the duly authorized Counsel for the Borough of Mountain Lakes, do hereby certify that I have personally examined the contents of the foregoing Contract and all the Contract Documents for the services to be performed as described therein, and have found same to be regular and binding on all parties concerned.

Dated \_\_\_\_\_

\_\_\_\_\_  
Borough Counsel

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Project Name and Bid No. \_\_\_\_\_  
 Bidder's Name mm Group LLC

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL AS NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a Contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, or any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter list is found on the New Jersey Division of Purchase and Property's web site at <http://www.state.nj.us/treasury/purchase/pdf/chapter25list.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the municipality finds a person or entity to be in violation of law, action shall be taken as may be appropriate and 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.

**PLEASE CHECK THE APPROPRIATE BOX**

☒ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited 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. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its c parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate, and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED ADDITIONAL SPACE, MAKE COPIES OF THIS FORM AND ATTACH HERETO.**

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_

Description of Activities \_\_\_\_\_

Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder /Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

**CERTIFICATION**

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto 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 municipality is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any Contracts with the municipality to notify the municipality 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, and 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 the municipality and that the municipality at its option may declare any Contract(s) resulting from this certification void and unenforceable.

Full Name (Print) Matthew DeSantis Signature [Signature]

Title Managing Partner Date 6/21/22

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**NOTICE OF AWARD**

**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 any 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 \_\_\_\_\_

## **GENERAL CONDITIONS**



## **GENERAL REQUIREMENTS**

### **PERIOD OF CONTRACT**

After receipt by the Contractor of the acceptance of his proposal, the Contractor shall complete the performance of the entire work within the time specified as follows:

**120 DAYS**

### **INSURANCE/BACKGROUND CHECKS**

The contractor is responsible to conduct adequate background checks on all employees and/or subcontractors working at Borough facilities. Contractors and/or subcontractors must be bonded, show proof of insurance coverage naming the Borough as an additional insured, and workers' compensation insurance.

### **CANCELLATION OF CONTRACT**

Any contractor accumulating two (2) "unsatisfactory service" notices in a Sixty (60) day period may be dismissed within ten (10) days of receipt of a contract cancellation notice from the Borough.

### **CHANGE ORDERS**

ANY SUBMISSION FOR PARTIAL OR FINAL PAYMENT SHALL INCLUDE ANY AND ALL CHANGE ORDER REQUESTS AS OF THE DATE OF SUCH SUBMISSION. VENDORS WILL NOT BE PAID FOR ANY POST-DATED CHANGE ORDER SUBMITTED AFTER THE PAYMENT REQUEST VOUCHER HAS BEEN RECEIVED BY THE BOROUGH MANAGER.

### **PENALTIES**

In the event of a default in performance by the contractor, the Borough will suffer damages. Certain of these damages may be reasonably ascertained; however, others consist of intangible losses, which are difficult to accurately calculate and assess. For those tangible losses the contractor shall be liable for, the Borough may deduct from any amount then due to the contractor, liquidated damages in the amount of \$200.00 per day for each failure on the part of the contractor to perform any of the "terms and conditions" described herein. The sum determined pursuant to this paragraph is not a penalty, but an attempt to reasonably forecast the potential harm due to intangible losses caused by the contractor's breach. The contractor acknowledges that in submitting its bid and in accepting the award of this contract, it has ascertained the risk of non-performance under this paragraph to the same extent as if the contractor and the Borough had negotiated the amount of liquidated damages at arm's length.

The election of the Borough to refrain from assessing liquidated damages for any failure of the contractor shall not constitute a waiver on the part of the Borough in the event it shall later elect to terminate the contractor for breach, or to collect liquidated damages as specified herein. If the amount of liquidated damages due from the contractor exceeds the amount of all monies due and to become due to the contractor, the contractor shall pay the balance to the Borough. Nothing herein shall prohibit the Borough from pursuing any claim for compensatory damages for all actual losses resulting from the contractor's failure to comply with the terms of the contract.

**HOLD HARMLESS AGREEMENT**

The Contractor agrees to make payment of all proper charges for labor and materials required in the aforementioned work, indemnify, defend and save harmless the Borough, its officers, agents and servants, and each and every one of them, against and from all suits and costs of every description including but not limited to costs of legal and any claims under the Prevailing Wage Rate laws, the Americans With Disabilities Act, and from all damages which the Borough or any of its officers, agents and servants may be put, by reason of injury to the person or property of others resulting from the carelessness in the performance of the work, or through any improper or defective machinery, implements or appliances used by the Contractor in the work, or through any act or omission on the part of the Contractor or his agent or agents.

**INSURANCE**

The contractor shall maintain during the life of the contract, insurance policies of the type and with the minimum limits indicated below and in a form satisfactory to the municipality. The contractor shall provide a certified copy of the policies and/or certificates of insurance satisfactory to the municipality prior to commencement of work. Contractor must maintain Workers' Compensation insurance in accordance with laws of the State of New Jersey. The contractor shall also have and maintain Employers Liability Insurance. Commercial General Liability insurance coverage, written on an occurrence basis, and must not be altered by any endorsements limiting coverage. **Limits of liability shall not be less than the \$2,000,000. Municipality must be named as an additional insured.**

**CONTACT PERSON**

Contractor shall identify in writing Contact Person who will be point person for all communications and/or requests.

**BIDDER**

The Undersigned, as Bidder, declares that the only person or parties interested in this proposal as principal or principals is or are named herein, that this proposal is made without connection with any person or persons making a proposal for the same purpose; that no officer, employee or agent of the Borough is directly, or indirectly interested in this proposal, or in the supplies or work to which it relates or in any portion of the profits thereof;

That this proposal is in all respects fair and without collusion or fraud;

That he/she or his/her representative has carefully examined the site of the work, the Information for Bidders, the General Conditions, the Form of Contract and the Specifications.

And that he/she proposes and agrees that if this proposal is accepted he/she will contract with the Borough, in the form of the contract annexed hereto, to provide all machinery, tools and labor equipment and so all the work specified and in accordance with the requirements of the Borough, and that he/she will take in full payment for each item thereof the following prices to wit:

## THIS BID IS SUBMITTED TO:

Borough of Mountain Lakes  
Department of Public Works  
55 Pocono Rd.  
Mountain Lakes, NJ 07046

Attn: Anne Stusnick – Qualified Purchasing Agent

1. The undersigned BIDDER proposes and agrees, if this bid is accepted, to enter into an agreement with the BOROUGH in the form included in the contract documents to perform and furnish all work as specified or indicated in the contract documents for the contract price and within the contract time indicated in this bid and in accordance with the other terms and conditions of the contract documents.
2. BIDDER accepts all of the terms and conditions of the advertisement or Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This bid will remain subject to acceptance for Sixty days after the day of bid opening. BIDDER will sign and submit the agreement with the bonds and other documents required by the bidding requirements within ten days after the date of Borough's Notice of Award.
3. In submitting this bid, BIDDER represents, as more fully set forth in the agreement, that:

- a. BIDDER has examined copies of all the bidding documents and of the following addenda (receipt of all which is hereby acknowledged):

Date

Number

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

- b. BIDDER has familiarized itself with the nature and extent of the contract documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the work.
- c. BIDDER has carefully studied all reports and drawings of subsurface conditions and drawings of physical conditions, which are identified in the contract documents, and accepts the determination, set forth in said paragraph of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- d. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in {c} above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- e. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the contract documents.

- f. BIDDER has given the BOROUGH written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the BOROUGH is acceptable to BIDDER.
- g. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantages over any other Bidder or over the BOROUGH .
- h. BIDDER has evaluated the requirements of the following items and included all costs and other factors related to same in his bid:

ITEM

- 1. The following mandatory requirements have been completed and are included in the bid package:
  - a. Stockholder or Partnership Disclosure
  - b. Subcontractor's Form
  - c. Acknowledgement of Addenda and/or Revisions
  - d. Disclosure of Investment Activities in Iran
- 2. The following additional documents have been completed and are included in the bid package:
  - a. Non-Collusion Affidavit
  - b. Certificate of Experience
  - c. Affirmative Action Form
  - d. Americans with Disabilities
  - e. Resolution of Authorization if Bidder is a Corporation
  - f. Bidder's Qualification Sheet
  - g. Signed Checklist of Required Documents
  - h. Bid Proposal Form
  - k. Business Registration Certificate

## **SPECIFICATIONS**

## **SPECIFICATIONS**

### **Section 1 – General Provisions**

**THE FOLLOWING ARE MINIMUM SPECIFICATIONS WHICH MUST BE MET OR EXCEEDED. ALL BIDS SHALL INCLUDE THE MANUFACTURER'S STANDARD EQUIPMENT ALONG WITH THE FOLLOWING (INCLUDING IN THE BID PRICE):**

**(Note: If bidding an equivalent product, that manufacturer's equivalent codes and components shall be included. For either the brand listed or an equivalent, if any additional options are needed in conjunction with the required codes, those shall be included as well in the bid price and should be noted on the bid proposal page):**

1. LEASE/PURCHASE of up to TWO (2) full size, new, unused 2022 or newer Ford Police Interceptor Police Vehicles or equivalent, 6 cylinder, all wheel drive, automatic transmission, full-size, 4-door, sport utility vehicle. Vehicles shall be delivered within 120 days of award of contract.
  - a. Code #47A: Police Engine Idle Feature
  - b. Code #55B: BLIS Blind Spot w/Cross Traffic Alert
  - c. Code #59B: Keyed Alike – 1284x
  - d. Code #61B: OBD-II Split Connector
  - e. Code #76D: Underbody Deflector Plate
  - f. Code #86T: Rear Taillamp Housing
  - g. Code #99B: 3.3L V6 Engine \*non-hybrid
  - h. Code #17T: Cargo Dome Lamp
  - i. Code 43D: Courtesy Lamp Disable
  - j. Code 60R: Noise Suppression
  - k. Code 76R: Reverse Setting
  - l. Code 51R: Driverside LED Spotlight
  - m. Code 68G: Rear Door Locks/Windows Inoperative
  - n. Code 153: Front License Plate Bracket
  - o. Full-size spare tire and wheel (in addition to any standard compact spare, if necessary)
  - p. Extra keys/fobs: A total of five (5) keys/fobs shall be included/provided as standard for each vehicle. All vehicle keys are to be keyed alike.
  - q. Color: Manufacturer standard color with clear coat protective finish to be selected at time of order.
  - r. 5 Year/100,000 mile extended powertrain warranty
  - s Rust protection (which is to include undercoating) is to be applied to the following areas (unless stainless steel): All skin seams on hood, doors and trunk/gate to be sprayed with seam penetrating aerosol; all upper body sheet metal seams and metal-to-

metal contact points (i.e., door hinges, under hood fender seams) to be sprayed with seam penetrating aerosol; hood, fenders, doors and trunk/gate to be sprayed internally with seam penetrating sealant; all underbody sheet metal seams and weld points to be sprayed with seam penetrating aerosol; all hat, boxed or hollow areas of the underbody and frame to be internally sprayed with seam penetrating sealant; visible underbody, brake lines, fuel lines and frame to be coated with undercoating that meets military specifications MIL-C-62218A. Exclusions: No coating should be applied to the drive shaft and half shaft or rotating members. Upon delivery of vehicles; vendor is to provide warranty documentation covering a minimum five-year warranty period (excluding the oil pan and transmission pan) for each ordered/delivered.

1. Floor Mats: Heavy duty front and rear rubber mats, removable type.
  2. Each bidder shall furnish a narrative statement as to the location of service facilities and any other information relevant to service of the lease bid.
  3. The bidder shall bid on items as identified, i.e., the purchase and installment of a Police Package Vehicles. The lease installment on the 2022 or newer vehicles to be delivered within 120 days of award of contract.
  4. The Borough reserves the right to reject any and all bids, to hold for study, or to waive any informality in any bid when it is in the Borough's best interest to do so.
  5. Transfer of Title: Prior to delivery of titles to the Borough of Mountain Lakes, title certificates shall be issued in the name of the Leasing Company.
  6. The Borough of Mountain Lakes hereby agrees to receive title from the contractor after a period of thirty-six (36) months from delivery or upon the earlier termination of the agreement.
  7. The successful bidder will install or will have installed any and all police related equipment on the supplied vehicles. The placement of this equipment may include the drilling of holes, placement of mounts and brackets.
  8. The installation of the vehicle equipment will include all wiring, supplies, wiring protection, factory warranty on all parts and lifetime warranty on the installation.
-

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

Business Registration Certificate, dated June 23, 22

Iran Investment Activities Disclosure, dated June 21, 22

The Bidder acknowledges receipt of the following Addenda:

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.

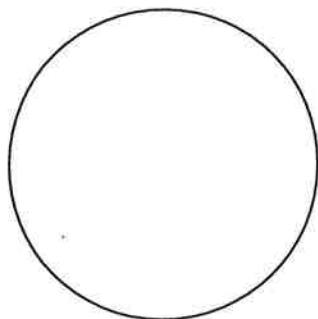
Proposal respectfully submitted:

  
(Signature)

Margaret Parker  
(Title)

6/21/22  
(Date)

333 West Main St  
Brenton NJ 07005  
(Address)



SEAL if Bid is by a corporation



**OWNERSHIP DISCLOSURE STATEMENT**

**STATE OF NEW JERSEY**  
**DEPARTMENT OF THE TREASURY**  
**DIVISION OF REVENUE AND ENTERPRISE SERVICES**  
**ANNUAL REPORT CERTIFICATE**

**MMD GROUP, LLC**  
0400675268

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for MMD GROUP, LLC was submitted on 05/23/2022 for the year: 2022

**Registered Agent and Office**

MATTHEW DESANTIS  
333 WEST MAIN  
BOONTON, NJ 07005

**Main Business Address**

333 West Main St  
Floor 1  
Boonton, NJ 07005

**Officers and Directors**

MANAGING MEMBER  
Matthew DESANTIS  
333 West Main St  
Boonton, NJ 07005



*IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
my Official Seal, this  
23rd day of May, 2022*

*Elizabeth Maher Muoio*

Certificate Number : 2637393884  
Verify this certificate online at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

Elizabeth Maher Muoio  
State Treasurer



**BOROUGH OF MOUNTAIN LAKES**

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

# **CONSTRUCTION OFFICE**

## **MONTHLY ACTIVITY REPORT**

**MAY 2022**

### **ADMINISTRATIVE SUMMARY**

A few of the residential addition projects which received zoning permit approval have gone through the code review process and will be starting construction in June. Property owners seem to realize that the inflated prices and difficulties with the supply chain may be the new normal and are reluctantly pushing forward with their renovation projects. As expected, homeowners are doing mechanical replacements in preparation for the summer and fall.

The construction permits have been issued for the demolition of the Zeris Inn building and adjacent residential dwelling. A large portion of the commercial building has been removed with the remaining work to be completed by the end of June. A pre-construction meeting was held to discuss issues and concerns which may be encountered during site work and construction of the Wawa facility.

New regulations pertaining to the electronic submission of permit applications and on-line plan reviews may not materialize until the end of 2023. Plans will be made during the preparation of the 2023 proposed municipal budget for hardware and software upgrades to accommodate these regulations. As details become available the extent of the changes to the budget will be better understood.



## Construction Permit Activity Report

5/1/2022 -> 5/31/2022

### Summary

|             |              |        |                 |         |                 |    |
|-------------|--------------|--------|-----------------|---------|-----------------|----|
|             | Cost:        | Count: |                 |         |                 |    |
| New:        | \$0.00       | 0      | Cubic Footage:  | 0 Cu.ft | Permits Issued: | 35 |
| Addition:   | \$0.00       | 0      | Square Footage: | 0 Sq.ft | Updates Issued: | 3  |
| Alteration: | \$504,156.00 | 35     |                 |         |                 |    |
| Demolition: | \$134,750.00 | 3      |                 |         |                 |    |
| Total:      | \$638,906.00 | 38     |                 |         |                 |    |

| Permits       | Count | Permit Fees | Admin Fees | Total      | Inspections                             | Passed   | Failed  | Other   |
|---------------|-------|-------------|------------|------------|-----------------------------------------|----------|---------|---------|
| Building:     | 12    | \$4,840.00  | \$0.00     | \$4,840.00 | B 40                                    | 34 %85   | 6 %15   | 0 %0    |
| Plumbing:     | 6     | \$550.00    | \$0.00     | \$550.00   | P 26                                    | 24 %92.3 | 1 %3.8  | 1 %3.8  |
| Electrical:   | 20    | \$2,735.00  | \$0.00     | \$2,735.00 | E 68                                    | 55 %80.9 | 6 %8.8  | 7 %10.3 |
| Fire:         | 4     | \$240.00    | \$0.00     | \$240.00   | F 7                                     | 6 %85.7  | 1 %14.3 | 0 %0    |
| Elevator:     | 1     | \$0.00      | \$0.00     | \$0.00     | V 0                                     | 0 %      | 0 %     | 0 %     |
| Mechanical:   | 18    | \$1,555.00  | \$0.00     | \$1,555.00 | M 32                                    | 31 %96.9 | 1 %3.1  | 0 %0    |
|               | 61    | \$9,920.00  | \$0.00     | \$9,920.00 |                                         | 173      | 150     | 15      |
| DCA Training: | 0     |             | 0          |            |                                         |          |         | 8       |
| DCA State:    | 35    |             | 756        | \$0.00     | (Note: Does not include result of none) |          |         |         |
| DCA Minimum:  | 1     |             | 1          |            |                                         |          |         |         |
|               | 36    |             | \$757      |            |                                         |          |         |         |

| Variations   | Total  | Paid   | Certificates | Issued Total | Paid Total |
|--------------|--------|--------|--------------|--------------|------------|
| Building 0   | 0      | 0      | CA 0         | \$0.00       | \$0.00     |
| Plumbing 0   | 0      | 0      | CCO 0        | \$0.00       | \$0.00     |
| Electrical 0 | 0      | 0      | CO 1         | \$50.00      | \$100.00   |
| Fire 0       | 0      | 0      | CC 0         | \$0.00       | \$0.00     |
| Mechanical 0 | 0      | 0      | TCO 0        | \$0.00       | \$0.00     |
| Elevator 0   | 0      | 0      | TCC 0        | \$0.00       | \$0.00     |
| Total:       | \$0.00 | \$0.00 | Total: 1     | \$50.00      | \$100.00   |

NOTE:  
Information gathered is based on the Issue date for that item, ie permit issue date, certificate issue date.

This will cause discrepancies between the payments section which uses Payment date. Example you took in money for a CO but the CO has not been issued yet.

| Permit Subcode Exempted (State) Fees |                |  | Permit Subcode Waived (Local) Fees |              |        |
|--------------------------------------|----------------|--|------------------------------------|--------------|--------|
| Record Count                         | Total Exempted |  | Record Count                       | Total Waived |        |
| Building 0                           | \$0            |  | Building 0                         | \$0          |        |
| Plumbing 0                           | \$0            |  | Plumbing 0                         | \$0          |        |
| Electrical 0                         | \$0            |  | Electrical 0                       | \$0          |        |
| Fire 0                               | \$0            |  | Fire 0                             | \$0          |        |
| Mechanical 0                         | \$0            |  | Mechanical 0                       | \$0          |        |
| Elevator 1                           | \$65           |  | Elevator 0                         | \$0          |        |
| Total:                               | \$65           |  | Total:                             | \$0          |        |
| Record Count                         | Total Exempted |  | Violations                         | Fines        | Paid   |
| DCA Fees 2                           | \$1            |  | Issued 5                           | \$2,000.00   | \$0.00 |

| Payments (Based on Payment Date) |             |
|----------------------------------|-------------|
| Permit (92)                      | \$11,802.00 |
| NON-UCC (0)                      | \$0.00      |
| Variation Payments               | \$0.00      |
| Penalty (0)                      | \$0.00      |
| Inspection Payments              | \$0.00      |
| Ongoing Invoice                  | \$0.00      |
| Test Payments                    | \$0.00      |
| Other Payments                   | \$0.00      |
| Grand Total                      | \$11,802.00 |



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

## CONSTRUCTION OFFICE SUMMARY OF FEES COLLECTED

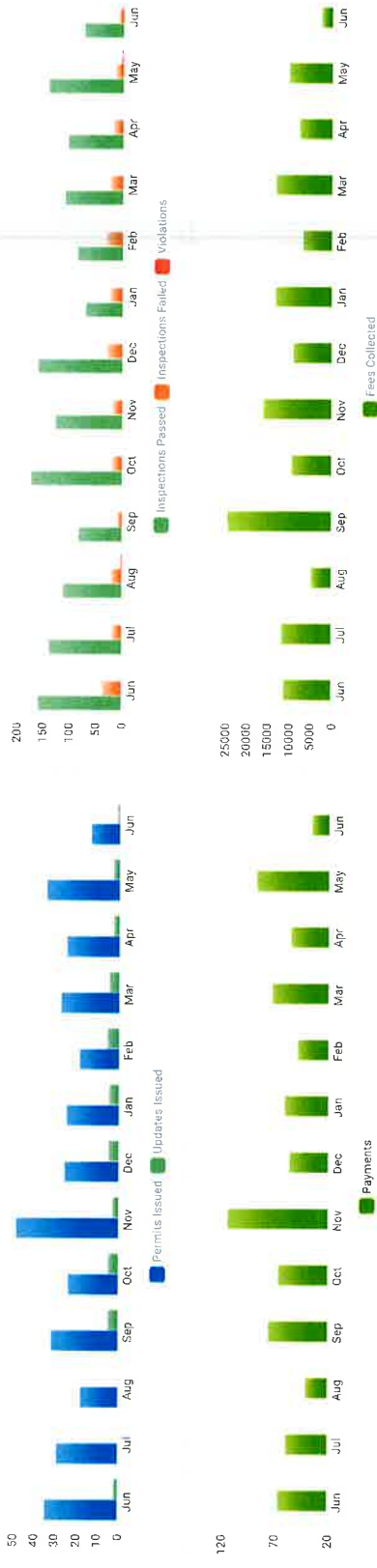
| PERIOD    | 2020 COLLECTED | YEAR TO DATE | COMMENTS                 | AMOUNT    |
|-----------|----------------|--------------|--------------------------|-----------|
| JANUARY   | 106,301.00     | 106,301.00   | Enclave and Sunrise fees | 98,243.00 |
| FEBRUARY  | 5,520.00       | 111,821.00   |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

| PERIOD    | 2021 COLLECTED | YEAR TO DATE | COMMENTS     | AMOUNT    |
|-----------|----------------|--------------|--------------|-----------|
| JANUARY   | 11,663.00      | 11,663.00    |              |           |
| FEBRUARY  | 40,193.00      | 51,856.00    | Enclave fees | 27,748.00 |
| MARCH     | 37,128.00      | 88,984.00    | Enclave fees | 28,144.00 |
| APRIL     | 10,024.00      | 99,008.00    |              |           |
| MAY       | 26,651.00      | 125,659.00   |              |           |
| JUNE      | 11,789.00      | 137,448.00   |              |           |
| JULY      | 12,009.00      | 149,457.00   |              |           |
| AUGUST    | 9,533.50       | 158,990.00   |              |           |
| SEPTEMBER | 24,580.00      | 183,570.00   |              |           |
| OCTOBER   | 12,533.00      | 196,103.00   |              |           |
| NOVEMBER  | 16,916.00      | 213,019.00   |              |           |
| DECEMBER  | 9,126.00       | 222,145.00   |              |           |

| PERIOD    | 2022 COLLECTED | YEAR TO DATE | COMMENTS | AMOUNT |
|-----------|----------------|--------------|----------|--------|
| JANUARY   | 13,661.00      | 13,661.00    |          |        |
| FEBRUARY  | 6,934.00       | 20,595.00    |          |        |
| MARCH     | 13,951.00      | 34,546.00    |          |        |
| APRIL     | 8,038.00       | 42,584.00    |          |        |
| MAY       | 11,802.00      | 54,386.00    |          |        |
| JUNE      |                |              |          |        |
| JULY      |                |              |          |        |
| AUGUST    |                |              |          |        |
| SEPTEMBER |                |              |          |        |
| OCTOBER   |                |              |          |        |
| NOVEMBER  |                |              |          |        |
| DECEMBER  |                |              |          |        |

## Building Summary Report

| Permit Summary                   | This Week | This Month | Last Month | Last YTD  | YTD      | YTD Diff % | 1 Year Trend |
|----------------------------------|-----------|------------|------------|-----------|----------|------------|--------------|
| Permits Issued                   | 0         | 14         | 35         | 201       | 146      | -27.4%     |              |
| Updates Issued                   | 1         | 1          | 3          | 41        | 23       | -43.9%     |              |
| Inspections Scheduled            | 16        | 88         | 165        | 1,168     | 768      | -34.2%     |              |
| Inspections Passed               | 13        | 76         | 143        | 903       | 610      | -32.4%     |              |
| Inspections Failed               | 3         | 11         | 15         | 130       | 129      | -0.8%      |              |
| Certificate of Occupancy Issued  | 2         | 4          | 1          | 10        | 11       | 10%        |              |
| Certificate of Approval Issued   | 44        | 47         | 0          | 162       | 158      | -2.5%      |              |
| Cert Continuing Occupancy Issued | 0         | 0          | 0          | 0         | 0        |            |              |
| Payments Count                   | 6         | 36         | 89         | 471       | 371      | -21.2%     |              |
| Fees Collected                   | \$107     | \$2,579    | \$10,359   | \$132,053 | \$54,990 | -58.4%     |              |



# **BOROUGH OF MOUNTAIN LAKES**

## **DEPARTMENT OF PUBLIC WORKS**

**Department Activity**

**May 2022**

### **IN HOUSE**

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

Additionally:

### **Streets & Roads Department:**

- DPW
  - Street signs – cleaning, repairs and brush removal
  - Tree and brush removal – Bush shelters, along signs
  - Belgium block repairs – Sherwood and DPW parking area
  - Storm debris cleanup – gravel, fallen branches
  - Road repairs – Morris Ave.
  - Tree inspections
- Recreation Department
  - Fanny Field – Old sign posts removed
  - Kaufmann Park – Eagle Scout project prepped, Christmas Tree fertilized
  - Earth Day – Pick up trash bags around town
  - Memorial Day Parade – set up and take down
  - Midvale Boat Dock
    - Spring cleanup, added quarry process and mulch
  - Garden Club Plant Sale – set up and take down at Island Beach
  - Birchwood Beach
    - Preparations for opening day
  - Island Beach
    - Preparations for opening day
    - Bathroom flushometers replaced
    - Benches pinned down
    - Sand replenished
- Water Department
  - Well 2 building powerwashed
  - Well 4 poured pad by side door
  - Water tank rock wall repair
  - Valve box repairs
  - Meter and water service repairs
  - Hydrant meter installed for WAWA
- Stormwater
  - Basin repair - Melrose
  - Basins jetted – Sherwood
  - Basin inspections continue through Borough

### **Vacation/Sick Time:**

- 55 Vacation Hours; 20 Sick Hours



# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Joe Mullaney**  
**Fire Chief**  
[info@mlvfd.com](mailto:info@mlvfd.com)

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

TO: Mitchell Stern  
DATE: 6/21/22  
SUBJECT: May 2022 Report

The following lists the activity for the Mountain Lakes Volunteer Fire Department during the month of May 2022:

## FIRE CALLS

| LOCATION             | DATE | TIME     | DESCRIPTION                  |
|----------------------|------|----------|------------------------------|
| 141 Laurel Hill Road | 5/9  | 2:04 PM  | Electrical Fire              |
| 29 Lake Drive        | 5/12 | 4:14 PM  | Contractor struck gas line   |
| 181 Boulevard        | 5/12 | 4:35 PM  | Fire Alarm- Set off in error |
| Route 46 West        | 5/21 | 6:55 PM  | Assist PD with MVA.          |
| 15 East Shore Rd     | 5/22 | 11:53 AM | Open burn                    |
| 184 Laurel Hill Rd   | 5/23 | 11:00 PM | Fire Alarm- Candle           |

## DRILLS/TRAINING

| LOCATION    | DATE | TIME    | DESCRIPTION                                                                    |
|-------------|------|---------|--------------------------------------------------------------------------------|
| Firehouse   | 5/3  | 7:00 PM | Truck Checks                                                                   |
| High School | 5/15 | 1: PM   | JFD Drill                                                                      |
| Zeris Inn   | 5/17 | 7:00 PM | Mutual aid drill with<br>BFD, BTFD, Rainbow Lakes<br>Mt Tabor and Par Troy EMS |
| High School | 5/22 | 1:00 PM | JFD Drill                                                                      |

## MEETINGS

| LOCATION | DATE | TIME    | DESCRIPTION     |
|----------|------|---------|-----------------|
| Virtual  | 5/24 | 8:00 PM | Monthly Meeting |

## COMMUNITY EVENTS

1. Memorial Day Parade

TOTAL MANHOURS: 325



# *Borough of Mountain Lakes*

## BOARD OF HEALTH

400 BOULEVARD • MOUNTAIN LAKES, NEW JERSEY 07046

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



### May Health Department Activity Report – 2022

Our May 2022 report identifies the activities of the Health Officer, Health Department and staff and provides an overview of the various tasks completed by the department. Additional supplemental reports from Environmental, Nursing, and Health Education are forwarded to clarify activities.

Vaccine clinic needs are not desired by the public at this time, but we provide COVID vaccines to any individual or family that makes a request.

#### **NEW FROM MAY**

##### **Guidance/Executive Orders:**

- 5/5/22 - the Food and Drug Administration (FDA) limited the authorized use of the Johnson & Johnson (Janssen) COVID-19 Vaccine to:
  - Individuals 18 years of age and older for whom other authorized or approved COVID-19 vaccines are not accessible or clinically appropriate, and to
  - Individuals 18 years of age and older who elect to receive the Johnson & Johnson (Janssen) COVID-19 Vaccine because they would otherwise not receive a COVID-19 vaccine.
  - Individuals should discuss the benefits and risks of COVID-19 vaccination brands with their healthcare provider to determine which vaccine is right for them.
- 5/16: NJDOH updated information on where to find COVID-19 testing.
- 5/17: NJDOH has updated information on COVID-19 therapeutic treatments and where to access them.
- 5/19: Everyone ages 5 and older who has completed their primary series is now eligible for a booster dose to further enhance their protection against the COVID-19 virus and its variants.

##### **Recent Notable Updates:**

- There has been a marked increase in COVID case counts throughout the state in the past two weeks. Additionally, a great number of schools and care facilities in our jurisdictions are experiencing COVID outbreaks. More information on these outbreaks can be found on the NJDOH COVID Data Dashboard under the "Schools" and "Long Term Care" tabs.

We participated in ongoing Zoom and Teams meetings with NJ Department of Health, County Agencies, LINCS and Health Officers, still occurring as needed.

The Nursing Department continued to investigate the spike in cases especially any identified outbreaks in schools, nursing homes and senior citizen facilities and provides information on the guidance changes.

During this past month we have experienced a measurable increase in the level of COVID-19 activity, however, at the very end of the month the numbers began to level off.

As of May 27, 2022 Mt. Lakes has 18 cases with a 14-day look back as compared to April 27, 2022 15 cases and compared to March 30, 2022 4 cases. Thus, we can see the case levels have increased over the past two months. Hospitalizations and ICU COVID cases have been relatively stable over the past several weeks with a slight increase.

### **Activities**

- Participate in meetings and ongoing guidance from NJDOH/CDC regarding best practices for quarantine and vaccine programs.
- Provided weekly COVID report by Friday with State updates, CALI Score and Charts.
- Continue to inform, discuss and answer questions from residents, business owners and agencies regarding issues that are important to them.
- Continue to monitor staff activities regarding public health inspections and complaints. (see environmental, health education and nursing reports)

### **Testing and Vaccination Sites:**

Both public and private sites continue to operate limitedly throughout New Jersey.

Presently a majority of tests are being completed by individuals using rapid antigen tests instead of laboratory PCR tests.

Stay Well.

Respectfully Submitted,  
F. Michael Fitzpatrick, Health Officer

# MOUNTAIN LAKES BORO POLICE DEPARTMENT

## Officer Citation Report

From Date : 5/1/2022 To Date : 5/31/2022

Report Date : 6/21/2022 9:54 AM

| Officers Name | Badge Number | Traffic Stops        | Equipment        | Moving        | Radar        | Parking        | Ordinance        | Warnings        | Total        |
|---------------|--------------|----------------------|------------------|---------------|--------------|----------------|------------------|-----------------|--------------|
| XX            | X            | 0                    | 0                | 1             | 0            | 0              | 0                | 0               | 1            |
| XX            | X            | 0                    | 0                | 0             | 0            | 0              | 0                | 0               | 0            |
| XX            | X            | 17                   | 8                | 4             | 0            | 0              | 0                | 0               | 12           |
| XX            | X            | 58                   | 14               | 5             | 0            | 0              | 0                | 0               | 19           |
| XX            | X            | 1                    | 0                | 0             | 0            | 0              | 0                | 0               | 0            |
| XX            | X            | 61                   | 14               | 10            | 0            | 0              | 0                | 0               | 24           |
| XX            | X            | 0                    | 0                | 0             | 0            | 0              | 0                | 0               | 0            |
| XX            | X            | 69                   | 14               | 2             | 0            | 0              | 0                | 0               | 16           |
| XX            | X            | 0                    | 0                | 0             | 0            | 0              | 0                | 0               | 0            |
| XX            | X            | 12                   | 2                | 5             | 0            | 0              | 0                | 0               | 7            |
| XX            | X            | 27                   | 6                | 2             | 0            | 0              | 0                | 0               | 8            |
| XX            | X            | 0                    | 0                | 0             | 0            | 0              | 0                | 0               | 0            |
| <b>Total:</b> |              | <b>Traffic Stops</b> | <b>Equipment</b> | <b>Moving</b> | <b>Radar</b> | <b>Parking</b> | <b>Ordinance</b> | <b>Warnings</b> | <b>Total</b> |
|               |              | 245                  | 58               | 29            | 0            | 0              | 0                | 0               | 87           |

**MOUNTAIN LAKES BORO POLICE DEPARTMENT**

Agency Activity Report

By CFS Classification

From Date: 5/1/2022 To Date: 5/31/2022

Report Date: 6/21/2022 10:18:42 AM

| Classification code | Description                 | Total Events | 0000-0800 | 0801-1600 | 1601-2359 |
|---------------------|-----------------------------|--------------|-----------|-----------|-----------|
| 0500                | Burglary                    | 2            | 1         | 1         | 0         |
| 0600                | Theft                       | 7            | 0         | 4         | 3         |
| 0700                | MV Theft                    | 1            | 1         | 0         | 0         |
| 1100                | Fraud                       | 1            | 0         | 1         | 0         |
| 1400                | Malicious Mischief          | 3            | 0         | 1         | 2         |
| 1800                | Narcotics Drug Laws         | 1            | 0         | 0         | 1         |
| 2000                | Family Offense              | 1            | 0         | 0         | 1         |
| 2400                | Disorderly Conduct          | 3            | 1         | 1         | 1         |
| 2600                | All Other Offenses          | 3            | 0         | 1         | 2         |
| 4000                | Non Criminal Investigations | 25           | 9         | 11        | 5         |
| 4100                | Fire Related                | 9            | 0         | 5         | 4         |
| 5000                | Lost Found Property         | 1            | 0         | 1         | 0         |
| 5500                | Animal Complaints           | 26           | 2         | 10        | 14        |
| 6000                | Traffic Accidents           | 8            | 0         | 6         | 2         |
| 6300                | Traffic Enforcement         | 270          | 37        | 104       | 129       |
| 6500                | Parking Enforcement         | 2            | 0         | 1         | 1         |
| 6600                | Traffic Services            | 12           | 0         | 6         | 6         |
| 7000                | Public Services             | 377          | 123       | 98        | 156       |
| 7500                | Assist other Agency         | 61           | 9         | 43        | 9         |
| 8100                | Warrants Other              | 2            | 0         | 1         | 1         |
| 9000                | Administrative              | 472          | 149       | 199       | 124       |
|                     | <b>Total:</b>               | 1287         | 332       | 494       | 461       |

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

**RESOLUTION 126-22**

**“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 27, 2022 and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

**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 27, 2022.

\_\_\_\_\_  
Mitchell Stern, Acting Municipal Clerk

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

# Time Used/Overtime by Month

|        | Sick Time Hours |        |      |      |      | Vacation/Comp Hours/Pers Day/Bereave |      |        |        |       | Court Overtime |        |       |      |           | Department Overtime |           |           |           |          |
|--------|-----------------|--------|------|------|------|--------------------------------------|------|--------|--------|-------|----------------|--------|-------|------|-----------|---------------------|-----------|-----------|-----------|----------|
|        | 2016            | 2017   | 2018 | 2019 | 2020 | 2021                                 | 2022 | 2016   | 2017   | 2018  | 2019           | 2020   | 2021  | 2022 | 2016      | 2017                | 2018      | 2019      | 2020      | 2022     |
| Jan    | 58              | 236    | 216  | 79   | 588  | 324                                  | 36   | 127.5  | 22     | 15    | 14             | 0      | 42    | 48   | \$0       | \$0                 | \$158     | \$0       | \$154     | \$0      |
| Feb    | 142             | 226    | 252  | 86   | 444  | 266                                  | 68   | 11     | 84     | 104   | 220            | 111    | 189.5 | 252  | \$0       | \$0                 | \$0       | \$210     | \$258     | \$0      |
| March  | 82              | 238    | 310  | 110  | 332  | 180                                  | 36   | 139    | 198    | 148.5 | 168            | 74.5   | 81    | 289  | \$0       | \$151               | \$0       | \$0       | \$0       | \$447    |
| April  | 46              | 209.5  | 0    | 106  | 456  | 240                                  | 94   | 138    | 154    | 250   | 265.5          | 0      | 226   | 333  | \$0       | \$0                 | \$0       | \$422     | \$0       | \$263    |
| May    | 68              | 128    | 204  | 96   | 564  | 204                                  | 46   | 192    | 254    | 178   | 169            | 36     | 681   | 482  | \$0       | \$0                 | \$0       | \$993     | \$0       | \$0      |
| June   | 85              | 140    | 130  | 106  | 540  | 312                                  |      | 299    | 268    | 208   | 254            | 194    | 727.5 |      | \$0       | \$0                 | \$193     | \$0       | \$0       | \$0      |
| July   | 140             | 318    | 152  | 47   | 442  | 420                                  |      | 592    | 518    | 524   | 84.5           | 551    | 877   |      | \$0       | \$0                 | \$158     | \$0       | \$0       | \$0      |
| August | 182             | 272    | 94   | 246  | 312  | 168                                  |      | 528    | 606    | 682   | 748            | 708    | 792   |      | \$0       | \$140               | \$193     | \$0       | \$0       | \$263    |
| Sept   | 92              | 276    | 94   | 180  | 256  | 70                                   |      | 364.5  | 294    | 375.5 | 222.5          | 389    | 280   |      | \$354     | \$0                 | \$0       | \$0       | \$0       | \$250    |
| Oct    | 94              | 332    | 106  | 154  | 314  | 48                                   |      | 414    | 125    | 208   | 216            | 292    | 204   |      | \$0       | \$0                 | \$0       | \$0       | \$0       | \$0      |
| Nov    | 188             | 346    | 148  | 426  | 302  | 44                                   |      | 164    | 274.5  | 235.5 | 176            | 287    | 370   |      | \$0       | \$0                 | \$246     | \$0       | \$0       | \$363    |
| Dec    | 392             | 392    | 254  | 600  | 424  | 206                                  |      | 217.5  | 171    | 346.5 | 144.5          | 376    | 265   |      | \$0       | \$302               | \$0       | \$0       | \$0       | \$0      |
| Total  | 1570            | 3113.5 | 1960 | 2236 | 4974 | 2482                                 | 280  | 3186.5 | 2968.5 | 3275  | 2682           | 3018.5 | 4735  | 1404 | \$354     | \$593               | \$947     | \$1,625   | \$412     | \$1,139  |
|        |                 |        |      |      |      |                                      |      |        |        |       |                |        |       |      | \$157,266 | \$181,548           | \$206,506 | \$241,128 | \$171,046 | \$43,341 |

## May

|                       |
|-----------------------|
| <u>Total Overtime</u> |
| <u>Hours Paid</u>     |
| 181.00                |

|                      |                                       |
|----------------------|---------------------------------------|
| <u>Total</u>         | <u>Total</u>                          |
| <u>Vaca/Comp Hrs</u> | <u>Vaca/Comp/Personal/Bereave Hrs</u> |
| 482                  | 134.5                                 |
|                      | <u>Creating OT</u>                    |
|                      | 27.90%                                |

|                        |                        |                             |
|------------------------|------------------------|-----------------------------|
| <u>Total Sick Time</u> | <u>Total Sick Time</u> | <u>% of Hrs Equating to</u> |
| <u>Hrs</u>             | <u>Hrs Creating OT</u> | <u>OT</u>                   |
| 46                     | 28.5                   | 61.96%                      |

\*\* Operating with 12 Officers. One Officer on terminal leave to retire in July.

2 Hours Mandatory Training  
 6 Hours Memorial Day  
 7 Hours Arrest/Investigations  
 3 Hours DPW Sewer Work

# **BOROUGH OF MOUNTAIN LAKES**

## **Recreation Department**

### **Department Activity May 2022**

The Recreation Commission met on May 17<sup>th</sup> at 7:30pm via Zoom. Discussions included the success of the Easter Egg Hunt and Trout Derby. Field rental fees and changes to the Pre-Team program in Swimming.

- Interviewed new seasonal employee candidates for: Sailing, Recreation Summer Camp counselors and CITs. Searching for more lifeguards.
- Created all employments packets and began processing all necessary paperwork for more than 70 summer employees.
- Trained Elise Fraser to assist with summer paperwork. Including employee packets and Payroll procedures.
- Continued to assist HUB lakes requests and youth Spring sports including track, girl's lacrosse, boy's lacrosse and Tri-town little league with field and turf requests and schedule changes.
- Tri-Town Little League planning summer camp at Birchwood. Approved by MLSD.
- Assisted Art at Esplanade. Ordered porta potties and submitted several requisitions.
- Continued planning, promoting and staffing summer camps and summer programs.
- Updated website and virtual backpack with all current summer programs and events.
- Assisted residents, school groups and scout troops with various facilities requests.
- Began planning summer concerts (5) and movie night.
- Began reviewing summer facilities preparations with DPW.
- Worked with Beach Manager and Lifeguard Supervisor on summer preparations.
- Successful beach opening on Memorial Day weekend.
- Began planning 4<sup>th</sup> of July festivities. – Fireworks on July 2<sup>nd</sup>, raindate July 3<sup>rd</sup>.
- Assisted residents with 5K requests.
- Assisted Beach Director with the Beach Inspections.
- Swim Registration Successful. Dive will have a small team.
- Met with Swim Board to discuss need for lifeguards. Agreed all Swim Coaches will take at least 1 additional shirt to assist at the Beaches (paid). Starting in 2023, all Swim/Dive coaches will need to be Lifeguard certified and take lifeguard shirts in addition to coaching.
- Laker 55 speaker cancellation – Resident Mark DiIunno filled in to speak about his volunteering in Ukraine.
- Began search for new Field Hockey Coach. Old Coach, unable to continue. In discussions with Adrienne Benitez.





# BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

**Joe Mullaney**  
**Code Enforcement Officer**  
[jmullaney@mtnlakes.org](mailto:jmullaney@mtnlakes.org)

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

TO: Borough Manager Mitchell Stern  
DATE: 6/21/22  
SUBJECT: Monthly Report May 2022

The following lists code enforcement/property maintenance issues for the month of May 2022 :

- 5/3: Follow up on dumping complaint on Pollard Road
- 5/5: Second notification to Glen Road resident regarding sump pump draining on to Borough and BOE property
- 5/9: Follow up with Morris Ave resident regarding view obstruction
- 5/9: Follow up with contractor regarding sign violation on Powerville Road. Sign removed.
- 5/9: Follow up on property maintenance complaint at a Lake Drive residence.
- 5/9: Received complaint from a Hanover Road resident regarding a tree issue on a neighbors property. Contacted neighbor regarding a dead tree on the property creating a hazardous condition. Resident advised of property maintenance violation and given 30 days to take corrective action.
- 5/11: Follow up with Glen Road resident regarding sump pump draining onto Borough and BOE property. Resident will be addressing the issue within 30 days.
- 5/12: Signs removed from Boulevard and Route 46
- 5/18: Follow up with Crestview Road resident regarding zoning violation. Corrective action taken
- 5/20: Follow up with Rainbow Trail resident regarding zoning violation. Resident will take corrective action.
- 5/25: Follow up on complaint about trees being taken down at a Lookout Road residence without permits. Confirmed no permit was issued. Advised owner to file a tree removal permit at Borough Hall

## Smoke and Carbon Monoxide Detector Inspections

| Date: | Location        | Pass/Fai |
|-------|-----------------|----------|
| 5/6   | 118 Midvale Rd  | Pass     |
| 5/6   | 1 Bellvale Road | Pass     |
| 5/6   | 192 Blvd        | Pass     |

|      |                    |      |
|------|--------------------|------|
| 5/10 | 86 Hanover Rd      | Pass |
| 5/11 | 35 Sherwood Dr     | Pass |
| 5/13 | 77 Briarcliff Rd   | Pass |
| 5/16 | 201 Laurel Hill Rd | Pass |
| 5/17 | 12 Center Drive    | Pass |
| 5/26 | 63 Pollard Road    | Pass |
| 5/26 | 174 Laurel Hill Rd | Pass |
| 5/26 | 25 Hillcrest Road  | Pass |
| 5/31 | 241 Morris Ave     | Pass |

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

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