



**AGENDA FOR THE COUNCIL MEETING OF THE BOROUGH OF MOUNTAIN LAKES
HELD AT THE BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ 07046
DECEMBER 8, 2025
PUBLIC SESSION – BEGINS AT 6PM**

- 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, the Morris County Daily Record, and The Star Ledger on January 9, 2025 and posted in the municipal building.
- 2) **ROLL CALL ATTENDANCE - Clerk**
- 3) **FLAG SALUTE – Mayor**
- 4) **EXECUTIVE SESSION**
- 5) **COMMUNITY ANNOUNCEMENTS**
- 6) **SPECIAL PRESENTATIONS**
- 7) **REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES**
- 8) **BOROUGH COUNCIL DISCUSSION ITEMS**
- 9) **PUBLIC COMMENT**
Please state your name for the record. Each speaker is limited to one (1) comment of no more than five (5) minutes and no yielding of time to another person.
- 10) **ATTORNEY'S REPORT**
 - a. Fair Share Housing Update & Next Steps
- 11) **MANAGER'S REPORT**
- 12) **RESOLUTIONS**
 - a. R171-25, Authorizing the Execution of a Settlement Agreement with the Fair Share Housing Center Concerning the Borough's Fourth Round Affordable Housing Plan
- 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. R172-25, Authorizing the Payment of Bills
 - b. R173-25, Authorizing the Transfer of Current Fund Appropriations
 - c. R174-25, Authorizing Emergency Contracting for Emergency Rehabilitation of Water Supply Well No. 3 Pursuant to N.J.S.A. 40A:11-6

- d. R175-25, Reappointing Cara Fox as Borough Clerk and Municipal Registrar*
- e. R176-25, Authorizing the Renewal of North Jersey Municipal Employee Benefits Fund*
- f. R177-25, Authorizing the Submission of an Application to the New Jersey Department of Community Affairs Local Recreation Improvement Grant Program for Improvements to the Boulevard Trolley Path Phase Three*
- g. R178-25, Authorizing the Award of Contract for the Collection, Removal, and Disposal of Solid Waste, Bulk Waste, and Designated Recyclables*

***APPROVAL OF MINUTES**

11/24/25 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

16) DEPARTMENT REPORTS SUBMITTED FOR FILING

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

17) COUNCIL REPORTS

18) PUBLIC COMMENT

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

19) NEXT STEPS AND PRIORITIES

20) ADJOURNMENT

Memo



To: Mayor Barnett and Borough Council
From: Robert H. Oostdyk, Jr., Borough Attorney
Date: December 5, 2025
Re: Mediation Agreement – Affordable Housing Dispute Resolution Program

The Boroughs participation in the Fourth Round affordable housing conformance process has reached the point where Borough is currently participating in the Affordable Housing Dispute Resolution Program. This Program is the process established in recent legislation wherein a municipality seeking to have its affordable housing element and fair share plan formally determined as compliant with State requirements is required to participate.

The Housing Element and Fair Share Plan (“HEFSP”) adopted by the Planning Board and endorsed by the Borough Council was filed with the Program in June. One challenge to the HEFSP was filed by the Fair Share Housing Center citing several grounds in which they believed the Plan was deficient. The Borough and the Fair Share Housing Center had one scheduled mediation session on November 20, 2025 which was facilitated through the Program and was attended by the Borough Manager, Ms. Leheny (the Borough Planner) and I. In preparation for the session, documents and information were provided to the Fair Share Housing Center responding to questions and concerns they had raised. During the session, and with the assistance of the Program representatives, significant progress was made in addressing all issues. This has resulted in a draft mediation agreement between the Borough and the Fair Share Housing Center which is the subject of a resolution on the Council agenda. Once formally approved by both parties this agreement will be presented for review by the Program and referred to the Mount

Laurel judge which, if approved, will result in a compliance certification for the Borough for the Fourth Round.

The draft Agreement recites the Borough's affordable housing compliance history, reinforces the new statutory requirements and deadlines, and establishes the Boroughs Fourth Round compliance mechanisms. It is the Fourth Round compliance mechanisms, contained in Paragraph 5 of the Mediation Agreement, which constitute the actual meat of the Agreement.

The Fair Share Housing Center has essentially agreed that the Boroughs HEFSP, as approved by the Planning Board, complies with the requirements for certification with one substantive revision. The revision involves the existing overlay zoning on Route 46 which has been in place since the Third Round.

It is important to understand that the Borough, like many Morris County municipalities, lacks available vacant land available for new development. The affordable housing obligation compliance process has in prior rounds and continues to allow a "vacant land adjustment" which allows municipalities to "adjust" their obligation to provide affordable housing mechanisms during the next ten years ("prospective need") to account for the lack of available land resources. The "prospective need" is reduced by the "vacant land adjustment" to determine the "realistic development potential" in the municipality. The difference between the "realistic development potential" and the "prospective need" is referred to as the "unmet need".

The vacant land adjustment has been an important tool in prior Mountain Lakes Plans and was used in the Fourth Round Plan. The Boroughs prospective need for the Fourth Round was determined to be 190 units. The Borough was determined to have no realistically available vacant land for development and, consequently, vacant land adjustment resulted in a realistic development potential of zero and an unmet need of 190 units in the fourth round

The new legislation requires any municipality that receives an adjustment of its prospective need obligation for the fourth or any subsequent rounds based on a lack of vacant land, as part of its adopting and implementing its Housing Element and Fair Share Plan, to “identify sufficient parcels likely to redevelop during the current round of obligations to address at least 25% of the prospective need obligation that has been adjusted, and adopt realistic zoning that allows for such adjusted obligation, or demonstrate why the municipality is unable to do so.” There has been some dispute as to what this requirement means but it was the lack of specificity as to how the Borough was going to provide for the 25% redevelopment requirement that was the primary objection made by Fair Share Housing to the Borough’s HEFSP.

In order to resolve this objection, the Borough proposed that it adjust the current overlay zoning on the Route 46 properties where overlay zoning already exists. The adjustment will increase the affordable housing set aside to 20% rather than 15% to 20% and increase the maximum density to sixteen rather than fourteen units per acre. Again, this will only apply to the existing set aside properties. The Fair Share Housing Center agrees that this change, along with the addition of the 49 Bloomfield overlay which was already committed to in the existing HEFSP and will not change in this settlement agreement, will satisfy the Boroughs obligation to address its unmet need.

In my opinion this proposed agreement is in the Borough’s interest and represents an imminently reasonable compromise with Fair Share Housing.



BOROUGH OF MOUNTAIN LAKES

LISTED IN NATIONAL AND STATE REGISTERS OF HISTORIC PLACES

Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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

TO: Honorable Mayor and Borough Council
SUBJ: Manager's Report for the Borough Council meeting of December 8, 2025
CC: Robert Oostdyk, Borough Attorney

Solid Waste Contract

Our current three-year contract expires December 31, 2025. Accordingly, bids were solicited for a new contract term. On November 25th, bids were received from Suburban Disposal, Inc. and B&B Disposal, LLC. Bid options included three-year and five-year terms, along with options related to ownership of recyclables and disposal services for our schools. As reflected in the attached analysis prepared by the Borough Engineer, B&B Disposal was the low bidder by a significant margin.

The bid documents were reviewed and found acceptable by the Borough Attorney. The Borough Engineer and I agree that the five-year option provides stability along with very favorable rates.

Most notably, by the final year of the contract (2030), the Borough's annual fee to B&B Disposal is still projected to be lower than the 2025 fee paid to Suburban Disposal:

- 2025 Suburban Disposal: \$856,000
- 2026 B&B Disposal: \$730,000 (\$126,000 / 14.7% decrease)
- 2030 B&B Disposal: \$786,000 (\$70,000 / 8.18% lower than 2025 Suburban)

A second important note: the savings to our schools over the next five years exceeds \$400,000.

Changes to Solid Waste Contract

The new agreement will result in the following changes to the current pickup schedule and routine:

- Five-day-per-week schedule. The successful bidder chose not to offer an alternative.
- Trash-first routing. Trash will be picked up first. Once trash pickup has been completed for the route, the truck will return for recycling material.



BOROUGH OF MOUNTAIN LAKES

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Mitchell Stern
Borough Manager
mstern@mtnlakes.org

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SUBJ: Manager's Report for the Borough Council meeting of December 8, 2025

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- Bulk pickup decision point. There is an opportunity for the vendor to pick up bulk trash weekly along with the household trash pickup rather than once per quarter. As with the current bulk pickup, bulk material will need to be brought to the curb. Regular trash and recycling material will continue to be picked up home side. Borough Council will need to decide whether to maintain the quarterly bulk pickup routing or move to weekly bulk pickup.

A resolution is included on the meeting agenda authorizing the execution of a five-year agreement with B&B Disposal.

Annual DCA Local Recreation Grant

The NJ Department of Community Affairs has announced the opening of the 2026 annual grant opportunity. As with the last two grant announcements, I will work with the Borough Engineer on a request for funding for phase 3 (and hopefully the final phase) of upgrading the Boulevard Trolley Path. Included in our meeting agenda is a resolution that is required to be submitted along with the grant application.

Station Restaurant Improvements

Work is beginning on improvements to the building. The owners of the restaurant have been, and will continue to be, included in communications and decisions regarding scheduling.

As always, feel free to reach out with any questions or concerns.

Mitchell

ANDERSON & DENZLER ASSOCIATES, INC.

CONSULTING ENGINEERS
383 RIDGEDALE AVENUE
P.O. BOX 343
EAST HANOVER, N.J. 07936

WILLIAM D. RYDEN, P.E.
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December 1, 2025

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

Re: Solid Waste Disposal Services
Borough of Mountain Lakes

Dear Mr. Stern:

Bids were received on November 25, 2025 from two (2) waste disposal companies for collection of solid waste and recyclables in the Borough. Based on my review of the bids, I offer the following comments and recommendations:

1. The bidders are:

B and B Disposal, LLC
470 Hillside Avenue
Hillside, NJ 07205

Suburban Disposal, Inc.
54 Montesano Road
Fairfield, NJ 07004

2. The bids were structured with pricing for both Borough and Board of Education collections under various options, namely:

Borough Collections

- Option 1A – 3-year contract with the Borough retaining the recyclables
- Option 1B – 3-year contract with the contractor retaining the recyclables
- Option 1C – 5-year contract with the Borough retaining the recyclables
- Option 1B – 5-year contract with the contractor retaining the recyclables

Board of Education Collections

- Option 2A – 3-year contract with the Borough retaining the recyclables
- Option 2B – 3-year contract with the contractor retaining the recyclables
- Option 2C – 5-year contract bid with the Borough retaining the recyclables
- Option 2B – 5-year contract with the contractor retaining the recyclables

3. A complete summary of the bid pricing is presented in the attached tabulation sheets. Below are tables showing the contract totals for each bidder.

ANDERSON & DENZLER ASSOCIATES, INC.

CONSULTING ENGINEERS

Solid Waste Disposal Services

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December 1, 2025

Option 1 - Borough Collections				
Bidder	Option 1A 3 Year Borough Retains	Option 1B 3 Year Contractor Retains	Option 1C 5 Year Borough Retains	Option 1D 3 Year Contractor Retains
B and B Disposal	\$2,243,000	No Bid	\$ 3,805,000	No Bid
Suburban Disposal	\$2,973,000	No Bid	\$5,135,000	No Bid
Option 2 - Board of Education Collections				
Bidder	Option 2A 3 Year Borough Retains	Option 2B 3 Year Contractor Retains	Option 2C 5 Year Borough Retains	Option 2D 3 Year Contractor Retains
B and B Disposal	\$60,000	No Bid	\$110,000	No Bid
Suburban Disposal	\$312,000	No Bid	\$552,000	No Bid

Note that neither bidder submitted pricing for the options involving contractor retention of recyclables.

- Both bidders submitted sufficient evidence of their qualifications and experience for the requested services.
- As shown in the attached tabulations and the above summaries, B and B Disposal, LLC is the low bidder for all options. It is my recommendation that contracts be awarded to B and B Disposal, as follows:

Option 1C – Borough Collections for 5 years in the amount of \$3,805,000; and

Option 2C – Board of Education Collections for 5 years in the amount of \$110,000

ANDERSON & DENZLER ASSOCIATES, INC.

CONSULTING ENGINEERS

Solid Waste Disposal Services

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December 1, 2025

The 5-year contract for Borough collections has an average annual increase of 1.5% which in my opinion is a favorable rate which may not be realized under a re-bid in 3 years. The 5-year Board of education annual totals are very competitive and should be locked in at this time.

I trust that the above is satisfactory.

Very truly yours,
ANDERSON & DENZLER ASSOC., INC.

A handwritten signature in blue ink, appearing to read "William D. Ryden".

William D. Ryden, P.E.
Borough Engineer

WDR:dm/ML2918

RESOLUTION AND ORDINANCE REVIEW FOR THE DECEMBER 8, 2025 MEETING

TO: MAYOR AND COUNCIL

FROM: MITCHELL STERN, MANAGER

RESOLUTIONS

R171-25, AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT WITH THE FAIR SHARE HOUSING CENTER CONCERNING THE BOROUGH'S FOURTH ROUND AFFORDABLE HOUSING PLAN – this resolution authorizes the Borough Attorney to execute a settlement agreement with Fair Share Housing Center regarding the Borough's Fourth Round Affordable Housing Plan. The settlement was negotiated and recommended by the Borough Attorney and Borough Planner.

R173-25, AUTHORIZING THE TRANSFER OF CURRENT FUND APPROPRIATIONS - this resolution authorizes the CFO to transfer excess appropriations to appropriations that are insufficient to meet current needs as authorized by N.J.S.A. 40A:4-58. A complete explanation from our CFO is included with the resolution. The Borough Manager has reviewed the CFO's explanations and concurs with the request.

R174-25, AUTHORIZING EMERGENCY CONTRACTING FOR EMERGENCY REHABILITATION OF WATER SUPPLY WELL NO. 3 PURSUANT TO N.J.S.A. 40A:11-6 – this resolution authorizes emergency contracts to rehabilitate Water Supply Well No. 3, which has lost operational capacity and must be restored promptly to protect public health and safety. The Borough will engage Samuel Stothoff Co., Inc. for drilling services (not to exceed \$49,620) and SME-UHL for hydrogeologic oversight (not to exceed \$12,233).

R175-25, REAPPOINTING CARA FOX AS BOROUGH CLERK AND MUNICIPAL REGISTRAR - this resolution reappoints Cara Fox as Borough Clerk and Borough Registrar.

R176-25, AUTHORIZING THE RENEWAL OF NORTH JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND - this resolution authorizes the Borough to renew its membership in the North Jersey Municipal Employee Benefits Fund for employee dental insurance coverage.

R177-25, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS LOCAL RECREATION IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO THE BOULEVARD TROLLEY PATH PHASE THREE - this resolution authorizes the Borough to apply for a NJ Department of Community Affairs Local Recreation Improvement Grant for improvements to the Boulevard Trolley Path. This grant application is for repairs and upgrades to a section of the Trolley Path that were not included in the grant awards in 2024 and 2025.

R178-25, AUTHORIZING THE AWARD OF CONTRACT FOR THE COLLECTION, REMOVAL, AND DISPOSAL OF SOLID WASTE, BULK WASTE, AND DESIGNATED RECYCLABLES – this resolution authorizes the Borough Manager to enter into a five-year contract with B&B Disposal for solid waste collection and recycling for the period January 1, 2026 – December 31, 2030. The current contract will expire at the end of this year. Bids were requested and accepted, with two bids being received. The Borough Manager and Borough Engineer have reviewed the bids that were submitted and has recommended awarding to B&B Disposal in the amount of \$3,915,000.00 for a five-year period. The bid submission has also been reviewed by the Borough Attorney, who has no legal concerns with the submission.

ORDINANCES TO INTRODUCE

NONE.

ORDINANCES TO ADOPT

NONE.

If you have any questions prior to the meeting, please feel free to contact me.

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

RESOLUTION 171-25

RESOLUTION AUTHORIZING THE EXECUTION OF A SETTLEMENT AGREEMENT WITH THE FAIR SHARE HOUSING CENTER CONCERNING THE BOROUGH'S FOURTH ROUND AFFORDABLE HOUSING PLAN

WHEREAS, the New Jersey Supreme Court, through its rulings in Southern Burlington County NAACP v. Mount Laurel, 67 13 N.J. 151 (1975) and Southern Burlington County NAACP 14 v. Mount Laurel, 92 N.J. 158 (1983), determined that every municipality in New Jersey has a constitutional obligation to provide through its land use regulations a realistic opportunity for its fair share of its region's present and prospective needs for housing for low- and moderate-income families; and

WHEREAS, on March 20, 2024, Governor Murphy signed P.L.2024, c.2. into law, establishing a new framework for determining and enforcing municipalities' affordable housing obligations under the New Jersey Supreme Court's Mount Laurel doctrine and the New Jersey Fair Housing Act (N.J.S.A. 52:27D-301 et al.); and

WHEREAS, pursuant to N.J.S.A. 52:27D-304.1(f)(1)(b), (the "Amended Act") the Borough filed a declaratory judgment action seeking approval of its adopted Fair Share Plan for the Fourth Round; and

WHEREAS, an objection to the plan was filed by the Fair Share Housing Center; and

WHEREAS, the Borough has participated in mandated mediation sessions which have resulted in a settlement agreement with the Fair Share Housing Center modifying the original Plan which the Borough Planner and Borough Attorney have recommended be submitted to the Court for approval.

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

1. The Municipal Clerk and Municipal Attorney and Borough Planner are authorized to take all actions required by N.J.S.A. 52:27D-301 to finalize and execute the Settlement Agreement with Fair Share Housing Center in the form attached hereto.
2. This Resolution shall take effect immediately.

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 December 8, 2025.

Cara Fox, Borough Clerk

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

**MEDIATION AGREEMENT BEFORE THE AFFORDABLE HOUSING DISPUTE
RESOLUTION PROGRAM**

In the Matter of the Application of the Borough of Mountain Lakes, County of Morris
Docket No. MRS-L-244-25

WHEREAS, the Borough of Mountain Lakes (the “Borough” or “Mountain Lakes”) having filed a resolution of participation in the Affordable Housing Dispute Resolution Program (the “Program”) and a declaratory judgment action pursuant to N.J.S.A. 52:27D-301 et. seq. (the “Fair Housing Act”) on January 28, 2025; and

WHEREAS, the Court entered an order on May 2, 2025 setting the Borough’s Fourth Round fair share obligations as a Present Need of 190 units and a Prospective Need of 0 units, which no party appealed, and ordering the Borough to file a Housing Element and Fair Share Plan (“HEFSP”) by June 30, 2025; and

WHEREAS, the Borough having filed its HEFSP on June 24, 2025 (“Adopted HEFSP”);
and

WHEREAS, Fair Share Housing Center (“FSHC”) having filed a challenge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) regarding the Borough’s HEFSP on August 31, 2025; and

WHEREAS, the Borough and FSHC have agreed to amicably resolve the issues set forth in the challenge through this mediation agreement and present this agreement for review by the Program and referral to the Mount Laurel judge pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, which if approved will result in a compliance certification for the Borough for the Fourth Round;

THEREFORE, the Borough and FSHC agree:

Fair Share Obligations

1. The Borough's Present Need or Rehabilitation Obligation is 0, the Borough's Prior Round Obligation (1987-1999) was 80, the Borough's Third Round Obligation (1999-2025) was 271, the Borough's Fourth Round Prospective Need (2025-2035) is 190.

Satisfaction of Fair Share Obligations

2. The Borough has no Present Need obligation.
3. The Borough's Prior Round realistic development potential ("RDP") was 18 Units and was met by the following mechanisms:
 - Inclusionary Zoning Fusee Site – 6
 - Regional Contribution Agreement (City of Orange) 12
4. The Borough's Third Round RDP was 17 and was met with the following mechanisms yielding 20 credits all built:
 - Inclusionary Zoning Fusee Site – 2
 - Inclusionary Zoning King of Kings /Enclave – 6
 - Medicaid Beds Sunrise – 4
 - Additional Site 367 Bloomfield Avenue– 4 plus 4 rental bonus credits
 - Unmet need mechanisms: Mandatory set aside, 3 additional credits, overlay zoning portion of Route 46
5. The Borough's Fourth Round Realistic Development Potential (RDP) is zero. Mechanisms to address unmet, including the 25% requirement through redevelopment:
 - a. The Borough agrees to continue to implement overlay zoning as described in Table 22 on Page 24 of the June 24, 2025 Housing Element and Fair Share Plan, but agrees to increase the permitted density on the existing Route 46 overlay zone from 14 to 16 units per acre. Requiring a 20% set aside rather than the 15% option.

- b. The Borough has agreed to create an additional overlay zone on Block 118.04, Lot 1(49 Bloomfield Avenue) as described on Page 26 of the June 24, 2025 Housing Element and Fair Share Plan.

Unit Type and Income Distribution Requirement

6. The Borough and FSHC agree that the Borough's HEFSP as presented above satisfies the unit type and income distribution requirement standards set forth in P.L. 2024, c. 2, (including but not limited to N.J.S.A. 52:27D-311(l), N.J.S.A. 52:27D-211(l), N.J.S.A. 52:27D-311(l), N.J.S.A. 52:27D-329.1) and that the Borough shall maintain satisfaction with such requirements for the Fourth Round. All new construction units shall be adaptable in conformance with P.L.2005, c.350/N.J.S.A. 52:27D-311(a) and (b), and all other applicable law. All Prior Round and Third Round compliance shall continue to meet with the applicable percentages and standards for bonuses, family and senior housing, rental and family rental, very low-income units, and adaptability set forth in any prior settlement agreement between FSHC and the Borough, statutory requirements, and the Prior Round and Third Round regulations.
7. In all developments that produce affordable housing, the Borough and FSHC agree that, unless varied by a prior court order of the trial court, the below terms shall apply:
 - a. All of the affordable units shall fully comply with the Uniform Housing Affordability Controls, N.J.A.C. 5:80-26.1, et seq. ("UHAC"), including but not limited to the required bedroom and income distribution, length of affordability controls, and phasing of affordable units.
 - b. The applicability of the updated form of UHAC versus the prior form of UHAC shall be as set forth in the statute and most current form of UHAC adopted by

HMFA. Any terms of a prior agreement, judgment, or grant of substantive certification as to prior round of obligations modifying UHAC as to affordability controls longer than the now current regulations or as to very low-income units shall remain in effect as to those prior rounds of obligations.

- c. The Borough agrees that in order to meet the low-income and very low-income requirement of the Fair Housing Act, it shall adopt an ordinance requiring for all affordable housing developments in its HEFSP that 50 percent of the affordable units within each bedroom distribution shall be required to be for low-income households earning 50 percent or less of the regional median income, including 13 percent of the affordable units within each bedroom distribution shall be required to be for very low-income households earning 30 percent or less of the regional median income.
- d. The Borough agrees to review its Affordable Housing Ordinance and other ordinances to ensure that it complies with the most up to date requirements of UHAC and revise those ordinances accordingly as part of its Fourth Round HEFSP and implementing ordinances.
- e. The affordable units shall be affirmatively marketed in accordance with UHAC and applicable law. The affirmative marketing shall include posting of all affordable units on the New Jersey Housing Resource Center website in accordance with applicable law. The affirmative marketing plan shall include the community and regional organizations shown in the draft affirmative marketing plan attached as Appendix K in the Housing Element and Fair Share Plan.

Process for Approval and Implementation

8. Pursuant to N.J.S.A. 52:27D-304.1(f)(2)(b) and Administrative Directive #14-24, the municipality and FSHC recognize that the Program and/or county level housing judge must still review this agreement and the resulting HEFSP and implementing ordinances and resolutions for compliance with the Fair Housing Act prior to issuing a compliance certification, as follows:

- a. The Borough and FSHC shall present this mediation agreement to the Program member for review upon full execution by both parties.
- b. The Program Member shall review the agreement and if satisfied with compliance with the Fair Housing Act shall refer this matter to the Mount Laurel judge for review and entry of certification of compliance, conditioned on adoption of all implementing ordinances and resolutions.
- c. The Borough shall adopt all implementing ordinances and resolutions no later than March 15, 2026, including but not limited to the outstanding items identified in the next paragraph. No later than 48 hours after adoption or March 15, 2026, whichever is sooner, the Borough shall file the information required by Paragraph 9 and any other adopted ordinances and resolutions on eCourts.
- d. No later than April 15, 2026, the Borough and FSHC shall provide via filing on eCourts a form of consent order granting final compliance certification for the Court's review or identify any remaining issues of compliance that may be disputed at which point the court shall schedule a conference to review any such areas.
- e. Both parties agree to implement the terms of this Agreement. If the Program, county level housing judge, or any appellate court rejects this Agreement, the parties reserve their right to rescind any action taken in anticipation of the Program's

approval and return to status quo ante. All parties shall have an obligation to fulfill the intent and purpose of this Agreement, unless to do so would be inconsistent with the final, unappealable adjudication of any Program or court ruling or judgment. The terms of this agreement may be enforced through an enforcement motion in this declaratory judgment or a separate action before the Program or the Superior Court, Law Division.

9. The Borough and FSHC agree that following conditions remain to be met prior to March 15, 2026 as conditions of compliance certification, and that the municipality shall provide these documents to FSHC in draft form for comment by January 1, 2026:
 - a. The Borough will adopt a Fourth Round Spending Plan in accordance with P.L. 2024, c. 2 and the forthcoming regulations at N.J.A.C. 5:99. The Borough agrees to provide a draft of the Spending Plan to FSHC by February 1, 2026.
 - b. The Borough will update and adopt its affordable housing ordinance, development fee ordinance, affirmative marketing plan, and other administrative documents in accordance with the forthcoming regulations at N.J.A.C. 5:80-26.1, et seq., and N.J.A.C. after they are adopted and before March 15, 2026. The Borough agrees to provide a draft of the aforementioned documents to FSHC by February 1, 2026.
10. The Borough and FSHC recognize that substantial changes in circumstances affecting the Borough's RDP are possible pursuant to the holding in *Fair Share Housing Center v. Cherry Hill*, 173 N.J. 393, (2002) and related law. In the event such a substantial changed circumstance occurs, the Borough shall have one hundred twenty (120) days to present to the trial court and FSHC a plan to address such change in circumstances on notice and opportunity to be heard from FSHC. The Borough agrees that any additional RDP

generated due to changed circumstances must be addressed in a manner that is consistent with controlling law.

11. The Borough's Compliance Certification shall be subject to required ongoing monitoring as follows:

- a. The Borough by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of a detailed accounting of all development fees and any other payments into its trust fund that have been collected including residential and non-residential development fees, along with the current balance in the municipality's affordable housing trust fund as well as trust funds expended, including purposes and amounts of such expenditures, in the previous year from January 1st to December 31st.
- b. The Borough by February 15, 2026, and annually, agrees to electronically enter data into the AHMS system of the Department of Community Affairs of up-to-date municipal information concerning the number of affordable housing units actually constructed, construction starts, certificates of occupancy granted, and the start and expiration dates of deed restrictions. With respect to units actually constructed, the information shall specify the characteristics of the housing, including housing type, tenure, affordability level, number of bedrooms, date and expiration of affordability controls, and whether occupancy is reserved for families, senior citizens, or other special populations.
- c. For the midpoint realistic opportunity review as of July 1, 2030, pursuant to N.J.S.A. 52:27D-313, the Borough or other interested party may file an action through the Program seeking a realistic opportunity review and shall provide for

notice to the public, including a realistic opportunity review of any inclusionary development site as set forth in the adopted HEFSP that has not received preliminary site plan approval prior to the midpoint of the 10-year round. Any such filing shall be through eCourts or any similar system set forth by the Program with notice to any party that has appeared in this matter.

12. This Agreement may be executed in counterparts, all of which together shall constitute the same agreement, and any exhibits or schedules attached hereto shall be hereby made a part of this Agreement. This Agreement shall not be modified, amended or altered in any way except by a writing signed by each of the parties. Each party acknowledges that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each signatory is the proper person and possesses the authority to sign the Agreement, and that this Agreement was not drafted by any one of the parties, but was drafted, negotiated and reviewed by all parties, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections. No member, official or employee of the municipality shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, which is prohibited by law, absent the need to invoke the rule of necessity.

On behalf of the Borough of Mountain Lakes:

On behalf of Fair Share Housing Center:

Date:

Date:

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

RESOLUTION 172-25

RESOLUTION AUTHORIZING THE PAYMENT OF BILLS

WHEREAS, the Borough Manager has reviewed and approved purchase orders requested by the Department Heads; and

WHEREAS, the Finance Office has certified that funds are available in the proper account; and

WHEREAS, the Borough Treasurer has approved payment, upon certification from the Borough Department Heads that the goods and/or services have been rendered to the Borough.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that the current bills, dated December 8, 2025 and on file and available for public inspection in the Office of the Treasurer and approved by him for payment, be paid.

XX

CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on December 8, 2025.

Cara Fox, Borough Clerk

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

List of Bills - Claims/Clearing Checking Account

Meeting Date: 12/08/2025 For bills from 11/21/2025 to 12/04/2025

Check#	Vendor	Description	Payment	Check Total
ACH	2426 - AGL WELDING SUPPLY CO.	PO 30428 DPW - EQUIPMENT & TOOLS - BLANKET	95.10	95.10
26267	3861 - AMAZON CAPITAL SERVICES	PO 31628 CLERK: ORDER# 111-1824442-3546634	28.49	
		PO 31668 POLICE: ORDER# 111-3079071-3025841	199.99	
		PO 31671 CLERK: ORDER# 111-9583161-4245069	87.26	
		PO 31679 POLICE: ORDER# 111-5254754-6854655	19.99	335.73
26268	3861 - AMAZON CAPITAL SERVICES	PO 31692 RECREATION: ORDER# - MULTIPLE	154.40	154.40
ACH	189 - ANCHOR ACE HARDWARE	PO 31744 POLICE: HARDWARE SUPPLIES - NOVEMBER	41.45	41.45
ACH	189 - ANCHOR ACE HARDWARE	PO 31752 DPW - ANCHOR ACE NOV 2025 ACCT# 10027 AN	214.03	
		PO 31752 DPW - ANCHOR ACE NOV 2025 ACCT# 10027 AN	420.99	635.02
26269	102 - ANDERSON & DENZLER ASSOC., INC	PO 31759 NOVEMBER 2025 PROFESSIONAL SERVICES	4,004.70	
		PO 31759 NOVEMBER 2025 PROFESSIONAL SERVICES	1,986.60	
		PO 31759 NOVEMBER 2025 PROFESSIONAL SERVICES	189.20	
		PO 31759 NOVEMBER 2025 PROFESSIONAL SERVICES	2,741.80	8,922.30
ACH	2793 - AP CERTIFIED TESTING, LLC	PO 31595 WATER DEPARTMENT - DEPARTMENT SUPPLIES	8,874.15	8,874.15
ACH	2793 - AP CERTIFIED TESTING, LLC	PO 31698 WATER DEPARTMENT - DEPARTMENT SUPPLIES	257.76	257.76
ACH	3957 - ATLANTIC COAST RECYLING	PO 30792 SOLID WASTE - RECYCLING - 2025 - BLANKET	938.29	938.29
ACH	320 - BRENT MATERIAL COMPANY	PO 31400 WATER DEPT: PRV Rebuild kit (Lakeland L	764.30	764.30
26270	4368 - BUY WISE AUTO PARTS, INC.	PO 30639 DPW - VEHICLE REPAIR & MAINTENANCE - BLA	39.48	
		PO 31492 POLICE: VEHICLE REPAIRS - 25-03	181.68	
		PO 31721 POLICE: VEHICLE REPAIR - 2022 FORD POLI	82.01	303.17
26271	3650 - CARA FOX	PO 31732 REIMBURSEMENT CELL PHONE & LEAGUE OF MUN	522.37	522.37
ACH	4135 - CGP&H, LLC	PO 31713 JUNE/JULY/OCTOBER 2025 PROFESSIONAL SERVI	513.50	513.50
ACH	2196 - CHRISTINA WHITAKER	PO 30334 2025 QUATERLY HEALTH BENEFITS REIMBURSEM	679.70	679.70
ACH	4090 - CLEAN MAT SERVICES, LLC	PO 30750 2025 FLOOR MAT SERVICE / DPW APR - DEC -	210.66	210.66
26272	2396 - COUNTY WELDING SUPPLY CO.	PO 30429 DPW - EQUIPMENT & TOOLS - BLANKET	36.00	36.00
ACH	506 - DAN COMO & SONS, INC	PO 31696 SOLID WASTE: LEAF/BRUSH REMOVAL - FALL -	3,500.00	
		PO 31696 SOLID WASTE: LEAF/BRUSH REMOVAL - FALL -	560.00	4,060.00
ACH	4170 - DEWBERRY ENGINEERS, INC	PO 29173 ENGINEERING SERVICES - WELL #4 - PROJECT	2,840.00	2,840.00
26273	3270 - EAGLE POINT GUN/T.J MORRIS & SONS	PO 31707 POLICE: AMMUNITION	1,738.85	1,738.85
26274	4790 - ERIC LU	PO 31714 WOODLANDS: REIMBURSEMENT	451.61	451.61
ACH	653 - GANNET NEW YORK/NEW JERSEY LOCALIQ	PO 30391 PLANNING/ZONING - 2025 ADVERTISING - BLA	35.03	35.03
26275	1379 - GARDEN CLUB OF MOUNTAIN LAKES	PO 31724 GARDEN CLUB OF MOUNTAIN LAKES - FINAL	2,500.00	2,500.00
ACH	876 - GARDEN STATE LABORATORIES, INC	PO 31695 WATER OPERATING - TREATMENT OF WELLS	288.00	288.00
ACH	876 - GARDEN STATE LABORATORIES, INC	PO 31697 WATER OPERATING - TREATMENT OF WELLS	144.00	144.00
ACH	4605 - GEESE CHASERS NORTH JERSEY, LLC	PO 30834 PARKS: 2025 GOOSE MANAGEMENT ANNUAL MAIN	1,175.00	1,175.00
ACH	4775 - GLOBAL INDUSTRIAL	PO 31717 POLICE DEPARTMENT ARMORY ROOM (DIVIDER W	4,228.26	4,228.26
ACH	196 - GRIFFITH-ALLIED TRUCKING, LLC	PO 31718 DPW - UNLEADED GASOLINE - MCCPC CONTRACT	1,345.51	1,345.51
ACH	196 - GRIFFITH-ALLIED TRUCKING, LLC	PO 31746 DPW - UNLEADED GASOLINE - MCCPC CONTRACT	961.44	961.44
ACH	3991 - GRM INFORMATION MANAGEMENT SERVICES	PO 30749 2025 ARCHIVE STORAGE ACCT 01QA0220 - 20	167.74	167.74
26276	4055 - HOFFMAN SERVICES, INC	PO 31720 DPW - SAFETY EQUIPMENT - CO-OP # 65MCEC	1,700.00	1,700.00
26277	911 - HOME DEPOT CREDIT SERVICES	PO 31276 DPW - DEPARTMENT SUPPLIES - BLANKET - 18	160.35	
		PO 31284 DPW - BUILDING MAINTENANCE - BLANKET - 1	172.41	
		PO 31478 WATER OPERATING / S&R - BLANKET - 18-FLE	82.50	
		PO 31478 WATER OPERATING / S&R - BLANKET - 18-FLE	23.19	438.45
26278	911 - HOME DEPOT CREDIT SERVICES	PO 31596 DPW & BOROUGH - HOLIDAY DECORATIONS	1,218.02	
		PO 31646 SUPPLIES FOR COMMEMORATIVE BENCHES	182.97	
		PO 31681 WATER OPERATING - DEPARTMENTAL SUPPLIES	281.25	
		PO 31712 DPW - DEPARTMENT SUPPLIES - BLANKET - 18	68.74	1,750.98
26279	4507 - INFINITY FLOORS	PO 31587 DPW - CARPETING FOR OFFICES	2,505.00	2,505.00
26280	1027 - JGD SALES AND SERVICE, LLC	PO 31433 S & R: POWER WASHER REPAIR PARTS	159.63	159.63
26281	859 - JCP&L	PO 31694 M/A #200 000 020 764: BILL DATE: NOV 13,	235.93	
		PO 31711 STREET LIGHTING - 148/163 - OCT to NOV	4,499.59	
		PO 31723 MASTER ACCT#200 000 574 000/ BILL DATE:	74.38	4,809.90
26282	859 - JCP&L	PO 31733 MAST ACCT# 200 000 021 275 / BILL DATE:	8,951.52	
		PO 31758 M/A #200 000 054 011/ BILL DATE: NOVEMBE	572.11	9,523.63
26283	4301 - JENNIFER R. JACOBUS, TRUSTEE (FOR ABBAS)	PO 31742 2025 STATE TAX APPEAL - ABBAS - 48 GLEN	3,200.21	3,200.21
ACH	4319 - JMS PRINTING, LLC	PO 31676 PFOA LETTER - PRINTING, FOLDING & STUFFI	938.79	938.79
ACH	1090 - KENVIL POWER MOWER	PO 30643 DPW - EQUIPMENT REPAIR - BLANKET	71.82	71.82
ACH	1090 - KENVIL POWER MOWER	PO 31458 DPW - EQUIPMENT REPAIR - BLANKET	393.76	393.76
ACH	4563 - LAURIE STEPPER	PO 31616 SPECIAL EVENTS SUPPLIES AND AWARDS AND T	136.30	136.30
26284	4145 - METRO ACCESS CONTROL, LLC	PO 31685 S&R - REPLACEMENT BARRIER ARMS	1,453.00	1,453.00
26285	1295 - MORRIS COUNTY MUNICIPAL UTILITIES	PO 31673 SOLID WASTE DISPOSAL - OCT 2025	15,654.85	15,654.85
26286	1309 - MORRIS CTY TAX COLL/TREAS ASSN	PO 31731 TAX COLLECTOR: CHRISTMAS LUNCHEON - MONI	40.00	40.00
26287	1311 - MORRIS CTY TREASURER	PO 31057 MORRIS COUNTY COMMUNICATIONS DISPATCH SE	26,447.42	26,447.42
26288	3363 - MOUNTAIN LAKES BOARD OF EDUCATION	PO 31760 2025 GENERAL ELECTION FOOD - 11/4/2025	825.23	825.23
26289	1371 - MTN. LAKES BOARD OF EDUCATION	PO 31729 DEC 2025 MTN LAKES SCHOOL DISTRICT GENER	2,207,005.30	2,207,005.30
26290	4615 - NAPA AUTO PARTS	PO 31699 DPW - VEHICLE REPAIR & MAINTENANCE	79.98	79.98
26291	1553 - NEW JERSEY NATURAL GAS	PO 31693 NATURAL GAS: OCT to NOV 2025 SERVICE	1,782.98	1,782.98
ACH	2727 - ONE CALL CONCEPTS, INC.	PO 31023 ACCT# 12-BML / 2025 MAY - DECEMBER BLAN	274.00	274.00

List of Bills - Claims/Clearing Checking Account

Meeting Date: 12/08/2025 For bills from 11/21/2025 to 12/04/2025

Check#	Vendor	Description	Payment	Check Total
26292	2968 - OPTIMUM	PO 30758 DPW: 2025 INTERNET SERVICES ACCT# 07876-	12.94	12.94
26293	2968 - OPTIMUM	PO 30759 DPW: 2025 INTERNET SERVICES ACCT# 07876-	161.44	161.44
ACH	4632 - PERFORMANCE TROPHIES AND MEDALS, LLC	PO 31513 COMMEMORATIVE BENCH PLAQUE - DANIEL RAMO	106.91	106.91
26294	3113 - PHILLIPS PREISS GRYGIEL LEHENY KELLER, L	PO 31722 AFFORDABLE HOUSING: JULY/OCT 2025 PROFES	4,527.50	4,527.50
ACH	3888 - PLANET TECHNOLOGIES, INC	PO 31734 2025-2026 AOS-G AGREEMENT	9,461.76	9,461.76
ACH	3195 - POWER DMS, INC	PO 31715 POLICE: POLICE SOFTWARE 12/1/2025 to 11/	6,334.26	6,334.26
ACH	4776 - QUADIENT, INC	PO 31757 ADMIN: LEASE PAYMENT FOR POSTAGE MACHINE	512.55	512.55
26295	1821 - REED SYSTEMS, LTD.	PO 31572 DPW - SNOW REMOVAL	681.64	681.64
ACH	417 - RONALD CARROLL	PO 30336 2025 QUARTERLY HEALTH BENEFITS REIMBURSE	1,985.84	1,985.84
26296	4792 - SCOTT SCHLETT	PO 31701 REIMBURSEMENT FOR FINGERPRINTS	57.73	57.73
26297	285 - SHAWN BENNETT	PO 31710 POLICE: CONVENTION MISC REIMBURSEMENT FO	123.65	123.65
ACH	2470 - SKYLANDS AREA FIRE EQUIP & TRAINING	PO 31508 FIRE DEPT: TAGS	1,142.60	
		PO 31508 FIRE DEPT: TAGS	405.25	1,547.85
26298	2774 - STAPLES CONTRACT & COMMERCIAL, LLC	PO 31672 ADMIN: ORDER# 7669457036	527.53	
		PO 31672 ADMIN: ORDER# 7669457036	40.05	
		PO 31672 ADMIN: ORDER# 7669457036	606.26	1,173.84
26299	4578 - T-MOBILE	PO 30518 WATER: T-MOBILE ACCT - 999393642 - MONTH	31.35	31.35
26300	2555 - THE STATION AT MTN. LAKES, LLC	PO 31748 ADMIN: 2025 EMPLOYEE APPRECIATION LUNCHE	1,110.00	1,110.00
ACH	4591 - TIGRIS	PO 30765 LAKES MANAGEMENT: 2025 MARCH-DECEMBER SE	6,810.00	6,810.00
26301	881 - TMS, INC	PO 31756 ADMIN: 2025 DNS HOSTING / ACCT# GTI - DE	30.00	30.00
26302	603 - TOWNSHIP OF DENVILLE	PO 31725 4TH QTR 2025 SHARED MUNICIPAL COURT SERV	16,197.75	16,197.75
26303	4191 - TRANSUNION RISK & ALTERNATIVE DATA SOLUT	PO 31709 POLICE: 2025 OCTOBER - DATA SEARCH MISC.	175.00	
		PO 31743 POLICE: NOVEMBER 2025 DATA SEARCH MISC.	100.00	275.00
26304	1536 - TREAS, STATE OF NJ - D.O.H.	PO 31750 SEPTEMBER - NOVEMBER 2025 DOG LICENSE F	10.80	10.80
26305	2801 - TREE KING, INC	PO 30160 SHADE TREE - TREE REMOVAL / PRUNING - BL	19,250.00	19,250.00
26306	2801 - TREE KING, INC	PO 30994 SHADE TREE - TREE REMOVAL / PRUNING - MC	3,990.00	
		PO 31705 S & R - TREE REMOVAL - MCCPC CONTRACT #1	1,690.00	
		PO 31706 S & R - TREE REMOVAL - MCCPC CONTRACT #1	4,840.00	10,520.00
ACH	1736 - TWP OF PARSIPPANY - TROY HILLS	PO 30656 2025 SEWER MAINTENANCE CHARGES - APR - D	41,226.12	41,226.12
26307	2977 - UGI ENERGY SERVICES, INC.	PO 31700 CUST# J0001077, 1078, 1079 - MOUNTAIN LA	545.54	545.54
ACH	1062 - UNITED SITE SERVICES	PO 31702 PORTA JOHNS: NOV - DEC 2025 - CUST ID# A	389.34	389.34
26308	4587 - VERIZON	PO 30689 ADMIN: ACCT# 357-361-129-0001-26 - INTER	252.88	252.88
26309	832 - W.W. GRAINGER, INC	PO 31438 WATER DEPT: EQUIPMENT	294.73	294.73
26310	4177 - WEINER LAW GROUP, LLP	PO 31726 OCTOBER PROFESSIONAL SERVICES	600.00	600.00
26311	4791 - WELDON QUARRY CO LLC	PO 31704 WATER OPERATING - DEPARTMENTAL SUPPLIES	120.79	
		PO 31708 WATER OPERATING - DEPARTMENTAL SUPPLIES	638.41	759.20
26312	2182 - WEST CHESTER MACHINERY & SUPPLY CO.	PO 30647 DPW - SNOW REMOVAL - BLANKET	581.08	581.08
26313	4754 - WOODARD CREATIVE CARVINGS, LLC	PO 31703 HOLIDAY PHOTO OP BOARD	400.00	400.00
TOTAL				2,448,382.27

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-20-100-020	General Administration - Other Expenses	1,790.29			
01-201-20-120-020	Municipal Clerk - Other Expenses	1,223.35			
01-201-20-130-020	Finance Department - Other Expenses	40.05			
01-201-20-140-020	Computer Services - Other Expenses	9,744.64			
01-201-20-145-020	Tax Collector - Other Expenses	40.00			
01-201-20-165-020	Engineering Services - Other Expenses	2,741.80			
01-201-21-180-020	Planning Board - Other Expenses	600.00			
01-201-21-185-020	Board of Adjustment (Zoning) - OE	35.03			
01-201-23-220-020	Group Insurance Plans - Employee	2,665.54			
01-201-25-240-020	Police Department - Other Expenses	8,733.19			
01-201-25-250-020	Interlocal Svcs - MC Dispatch - OE	26,447.42			
01-201-25-251-020	Interlocal Svcs - Denville Court - OE	16,197.75			
01-201-25-265-020	Fire Department - Other Expenses	1,142.60			
01-201-26-290-020	Streets & Roads - Other Expenses	15,019.56			
01-201-26-300-020	Shade Tree Commission - Other Expenses	3,990.00			
01-201-26-305-020	Solid Waste - Other Expenses	20,652.46			
01-201-26-306-020	Recycling Tax	0.68			
01-201-26-310-020	Buildings & Grounds - Municipal Building	4,195.52			
01-201-26-315-020	Vehicle Repairs & Maint - Other Expenses	383.15			
01-201-27-337-020	Woodland Committee - Other Expenses	451.61			
01-201-28-370-020	Parks & Playgrounds - Other Expenses	690.70			
01-201-28-375-020	Maint of Parks (Beaches/Lakes) - OE	8,374.34			
01-201-31-435-020	Electricity - All Departments	808.04			

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
01-201-31-436-020	Electricity - Street Lighting	4,499.59			
01-201-31-437-020	Natural Gas	2,328.52			
01-201-31-440-020	Telecommunications	240.00			
01-201-31-447-020	Petroleum Products (Gasoline)	2,306.95			
01-203-26-300-020	(2024) SHADE TREE COMMISSION - O/E		19,250.00		
01-207-55-000-000	Local School Taxes Payable			2,207,005.30	
01-260-05-100	Due to Clearing			0.00	2,364,798.29
01-275-55-000-000	Reserve for Tax Appeals			3,200.21	
TOTALS FOR	Current Fund	135,342.78	19,250.00	2,210,205.51	2,364,798.29
04-215-55-999-000	2024 CAPITAL ORDINANCE 3-24			4,228.26	
04-215-56-801-000	2024 CAPITAL ORDINANCE 7-24			2,840.00	
04-215-56-803-000	2025 Capital Ordinance - 8-25			4,409.95	
04-260-05-100	Due to Clearing			0.00	11,478.21
TOTALS FOR	General Capital	0.00	0.00	11,478.21	11,478.21
05-201-55-520-520	Water Operating - Other Expenses	24,689.13			
05-260-05-100	Due to Clearing			0.00	24,689.13
TOTALS FOR	Water Operating	24,689.13	0.00	0.00	24,689.13
07-201-55-520-520	Sewer Operating - Other Expenses	42,017.23			
07-260-05-100	Due to Clearing			0.00	42,017.23
TOTALS FOR	Sewer Operating	42,017.23	0.00	0.00	42,017.23
13-260-05-100	DUE TO CLEARING			0.00	10.80
13-295-56-000-000	DOG LICENSE FEES-DUE STATE NJ			10.80	
TOTALS FOR	Animal Trust	0.00	0.00	10.80	10.80
20-260-05-100	Due to Clearing			0.00	5,041.00
20-300-60-000-000	Reserve for Affordable Housing			5,041.00	
TOTALS FOR	Affordable Housing	0.00	0.00	5,041.00	5,041.00
33-260-05-100	Due to Clearing			0.00	347.61
33-600-00-090-000	Recreation Trust Reserves			347.61	
TOTALS FOR	Recreation Trust	0.00	0.00	347.61	347.61

Total to be paid from Fund 01 Current Fund 2,364,798.29
 Total to be paid from Fund 04 General Capital 11,478.21
 Total to be paid from Fund 05 Water Operating 24,689.13
 Total to be paid from Fund 07 Sewer Operating 42,017.23
 Total to be paid from Fund 13 Animal Trust 10.80
 Total to be paid from Fund 20 Affordable Housing 5,041.00
 Total to be paid from Fund 33 Recreation Trust 347.61

 2,448,382.27

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

Meeting Date: 12/08/2025 For bills from 11/21/2025 to 12/04/2025

Check#	Vendor	Description	Payment	Check Total
5469	102 - ANDERSON & DENZLER ASSOC., INC	PO 31728 OCT 2025 PROFESSIONAL SERVICES - ESCROW	1,197.05	1,197.05
5470	4177 - WEINER LAW GROUP, LLP	PO 31730 OCT 2025 PROFESSIONAL SERVICES - ESCROW	45.00	45.00
TOTAL				1,242.05

Summary By Account

ACCOUNT	DESCRIPTION	CURRENT YR	APPROP. YEAR	NON-BUDGETARY	CREDIT
17-101-01-001-002	Escrow - Developers - Checking			0.00	1,242.05
17-500-00-091-422	DUSKO JOLDZIC			156.45	
17-500-00-091-429	ALEXANDRA ALBERTI - 12 REYNOLD ROAD			1,040.60	
17-500-00-091-431	RUSSELL SPEEDER'S CAR WASH OF NJ, LLC.			45.00	
TOTALS FOR	Developer's Escrow	0.00	0.00	1,242.05	1,242.05

Total to be paid from Fund 17 Developer's Escrow

1,242.05

1,242.05

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

RESOLUTION 173-25

RESOLUTION AUTHORIZING THE TRANSFER OF CURRENT FUND APPROPRIATIONS

WHEREAS, there were excess appropriations to the 2025 Appropriation Budget for the Current Fund; and

WHEREAS, other appropriations are insufficient to meet current needs.

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, as authorized by N.J.S.A. 40A:4-58, the Chief Financial Officer (CFO) is hereby authorized and directed to make the following transfers:

Transfer Direction	Account Number	Account Description	Transfer Amount
From	01-201-20-100-001	General Administration - Salary & Wage	(10,000.00)
From	01-201-22-195-001	Uniform Construct Code - Salary & Wage	(7,000.00)
From	01-201-20-100-051	General Admin - OE - HR Program	(5,134.00)
From	01-201-20-145-001	Tax Collector - Salary & Wage	(5,000.00)
From	01-201-21-185-021	BOA Zoning - OE - Legal	(3,300.00)
From	01-201-28-370-056	Parks & Playgds - OE - HR Program	(3,267.00)
From	01-201-25-240-037	Police - OE - Vehicle Lease/Purchase	(2,500.00)
From	01-201-26-315-024	Vehicle Repairs & Maint - OE - Fire	(2,419.00)
From	01-201-26-290-027	Streets & Roads - OE - Uniform Repl/Rent	(2,250.00)
From	01-201-26-290-035	Streets & Roads - OE - Traffic Line Stri	(2,250.00)
From	01-201-26-305-044	Solid Waste - OE - Recycling Expenses	(2,250.00)
From	01-201-20-120-021	Municipal Clerk - OE - Office Supplies	(325.00)
To	01-201-20-150-001	Tax Assessor - Salary & Wage	10.00
To	01-201-27-330-011	Board of Health - S&W - Secretary	10.00
To	01-201-20-120-001	Municipal Clerk - Salary & Wage	325.00
To	01-201-25-266-001	Fire Department - Safety - Salary & Wage	1,250.00
To	01-201-21-180-001	Planning Board - Salary & Wage	3,300.00
To	01-201-21-185-001	Board of Adjustment (Zoning) - S&W	3,300.00
To	01-201-20-130-001	Finance Department - Salary & Wage	6,000.00
To	01-201-25-240-011	Police - F/T Officers	7,500.00
To	01-201-28-370-005	Recreation - Director	9,000.00
To	01-201-22-196-001	Code Enforcement - Salary & Wage	15,000.00

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 December 8, 2025.

Cara Fox, Borough Clerk

Name	Motion	Second	Aye	Nay	Absent	Abstain
Cannon						
Howley						
Menard						
Sheikh						
Tsai						
Mullenburg						
Barnett						

BOROUGH OF MOUNTAIN LAKES
RESOLUTION 173-25
BUDGET TRANSFERS 2025
EXPLANATION OF TRANSFERS

Current Fund Budget:

Funds Available – Transfer FROM

General Administration S&W – \$10,000.00 – Calculation of budget needs did not apply the same allocation rules that exist in the PrimePoint system, resulting in an excess that can be used for transfers.

Uniform Construction Code S&W – \$7,000.00 – Calculation of budget needs did not apply the same allocation rules that exist in the PrimePoint system, resulting in an excess that can be used for transfers.

General Administration OE – HR Program – \$5,134.00 – Budgeted appropriation that is not needed as it was related only to 2024.

Tax Collector S&W – \$5,000.00 – Additional appropriations exist for transfer due to lower than anticipated needs related to consultants/part time services.

BOA Zoning OE – Legal – \$3,300.00 – Best practice to have transfers be within the same department where possible.

Parks & Playgrounds OE – HR Program – \$3,267.00 – Budgeted appropriation that is not needed as it was related only to 2024.

Vehicle Repairs & Maintenance OE – Fire – \$2,419.00 – Best practice to have transfers be within the same department where possible. Transfer covers the need for Fire S&W as well as additional needs in other departments.

Streets & Roads OE – Uniforms – \$2,250.00 – Excess appropriations available for transfer to cover the needs of other departments.

Streets & Roads OE – Traffic Line Striping – \$2,250.00 – Excess appropriations available for transfer to cover the needs of other departments.

Solid Waste OE – Recycling Expenses – \$2,250.00 – Excess appropriations available for transfer to cover the needs of other departments.

Clerk OE – Office Supplies – \$325.00 – Best practice to have transfers be within the same department where possible.

Funds Needed – Transfer TO

Tax Assessor S&W – \$10.00 – Calculation of budget needs did not account for rounding that occurs in the PrimePoint system, resulting in a slight shortfall needing a budget transfer.

Board of Health S&W – \$10.00 – Calculation of budget needs did not account for rounding that occurs in the PrimePoint system, resulting in a slight shortfall needing a budget transfer.

Municipal Clerk S&W – \$325.00 – Calculation of budget needs did not apply the same allocation rules that exist in the PrimePoint system, resulting in a slight shortfall needing a budget transfer.

Fire Department S&W – \$1,250.00 – Calculation of budget needs did not apply the same allocation rules that exist in the PrimePoint system, resulting in a shortfall needing a budget transfer.

Planning Board S&W – \$3,300.00 – Retirements and replacements occurred within this department, resulting in higher salary & wage needs due to overlapping employment of old and new employees, as well as higher salaries that were not budgeted for during 2025 budget process.

Board of Adjustment (Zoning) S&W – \$3,300.00 – Retirements and replacements occurred within this department, resulting in higher salary & wage needs due to overlapping employment of old and new employees, as well as higher salaries that were not budgeted for during 2025 budget process.

Finance Department S&W – \$6,000.00 – Retirements and replacements occurred within this department, resulting in higher salary & wage needs due to overlapping employment of old and new employees, as well as higher salaries that were not budgeted for during 2025 budget process.

Police S&W – \$7,500.00 – Additional amount being transferred into the budget line item to ensure adequate appropriations to close 2025. No significant identifiable need – practice is out of caution and conservatism.

Recreation S&W – \$9,000.00 – Calculation of budget needs did not apply the same allocation rules that exist in the PrimePoint system, resulting in a shortfall needing a budget transfer.

Code Enforcement S&W – \$15,000.00 – Calculation of budget needs did not apply the same allocation rules that exist in the PrimePoint system, resulting in a shortfall needing a budget transfer.

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

RESOLUTION 174-25

**RESOLUTION AUTHORIZING EMERGENCY CONTRACTING FOR EMERGENCY REHABILITATION OF WATER
SUPPLY WELL NO. 3 PURSUANT TO N.J.S.A. 40A:11-6**

WHEREAS, the Borough of Mountain Lakes ("Borough") owns and operates a public water supply system, including Water Supply Well No. 3 ("Well 3"), which is necessary to protect the public health, safety, and welfare; and

WHEREAS, Well 3 has experienced a significant loss of operational capacity requiring it to be taken out of service, and the Borough must undertake emergency redevelopment/rehabilitation work to restore the Well to service as promptly as possible; and

WHEREAS, the Borough's consulting hydrogeologist, SME-UHL, has provided an emergency proposal/estimate for (i) drilling contractor services by Samuel Stothoff Co., Inc. (Flemington, NJ) in the amount of \$49,620.00, and (ii) professional hydrogeologic services by SME-UHL in the amount of \$12,233.00;

WHEREAS, N.J.S.A. 40A:11-6 authorizes emergency contracting without public advertising for bids when an emergency affecting the public health, safety or welfare requires the immediate delivery of goods or performance of services; and

WHEREAS, the Chief Financial Officer has certified (or will certify prior to award) the availability of funds for this emergency work, and/or that funds will be made available through lawful budgetary action.

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

1. **Emergency Finding.** The Governing Body hereby finds and declares that an emergency affecting the public health, safety and welfare exists requiring immediate action to rehabilitate Water Supply Well No. 3.
2. **Authorization.** Pursuant to N.J.S.A. 40A:11-6 and implementing regulations, the Borough's Contracting Agent/Qualified Purchasing Agent is authorized to negotiate and award emergency contracts without public advertising for bids and bidding as necessary to address the emergency conditions associated with Well 3.
3. **Amounts Not to Exceed.** The emergency contracts authorized herein may include:
 - a. Samuel Stothoff Co., Inc. (drilling contractor services): not to exceed \$49,620.00;
 - b. SME-UHL (professional hydrogeologic services/oversight): not to exceed \$12,233.00.
4. **Compliance and Documentation.** All emergency procurement actions shall comply with N.J.S.A. 40A:11-6, including that the contract(s) be limited to the immediate needs of the emergency and not used for multi-year contracting.
5. **Payment and Filing.** Upon performance, contractors shall be entitled to payment in accordance with contract terms, and the Borough shall take such action as required to provide for payment of the contract price. The Contracting Agent is directed to complete and file the required Emergency Procurement Report with the Director of the Division of Local Government Services within the required timeframe.
6. **Authorization to Execute; Effective Date.** The Borough Manager and Borough Clerk are authorized to execute any necessary documents to effectuate this Resolution. This Resolution shall take effect immediately upon adoption.

XX

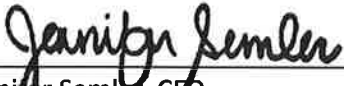
CERTIFICATION: I hereby certify the foregoing to be a true and correct copy of a resolution duly adopted by the Borough Council of Mountain Lakes, New Jersey, at a meeting held on December 8, 2025.

Cara Fox, Borough Clerk

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

CERTIFICATION OF THE AVAILABILITY OF FUNDS

05-201-55-527-001 \$49,620.00
05-201-55-520-529 \$12,333.00



Jennifer Semler, CFO

November 20, 2025

William Ryden, PE
Anderson & Denzler Associates, Inc.
519 Ridgedale Ave,
East Hanover, New Jersey 07936

wryden@anderson-denzler.com

**Re: Cost Estimates for Drilling Contractor
and Professional Consulting Services,
Emergency Redevelopment of Well 3**

Dear Bill:

As requested, provided below are cost estimates for a drilling contractor and SME-UHL's professional consulting services for the emergency redevelopment of Mountain Lakes Well 3. It is our understanding that the pumping equipment installed in Well 3 was removed by DPS Pump Service LLC of Hopatcong, New Jersey, a few weeks back.

After removing the pumping equipment DPS completed a downhole video inspection on the Well and the video was provided to SME-UHL for review and analysis. The following observations were noted:

- Total depth noted in video is ~51 feet. As per well records total depth is 60 feet.
- Casing intervals: 0 to 19 feet; and 29 to ~33 feet. Due to degree of buildup noticed, bottom of second casing was not very clear.
- Screen intervals: ~19 to 29 feet; and ~33 to ~51 feet. Due to degree of buildup, top of second screen interval was not very clear.
- Soft precipitate and large nodules buildup noted on casing, casing blank, screen, and casing/screen interface.
- Obstruction noted from ~41 to 51 feet. Appears to be some sort of piping or tube that has dropped to the bottom.
- As a first step of this redevelopment, the drilling contractor will attempt to remove this obstruction prior to continuing with redevelopment.

SME-UHL requested a cost estimate for a 7-day well redevelopment program from Samuel Stothoff Co., Inc. of Flemington, New Jersey. Their cost estimate is summarized below and attached.

Estimate A: Drilling Contractor

Task No.	Task	Unit	Unit Rate	Cost
1	Mob./Demob. Equipment, tooling, tanks, etc.	1 LS	\$6,000.00	\$6,000
2	Fishing tools to remove obstruction in bottom of well section from ~41 feet down. (Utilizing camera as required).	1 Day	\$3,800.00	\$3,800
3	Well redevelopment. Includes mechanical, wire brushing, surging, airlifting, and jetting if required. Neutralization tank to be provided for chemicals.	7 Days	\$4,000.00	\$28,000
4	Cotey Liquid Acid descaler and neutralization	70 gal.	\$75.00	\$5,250
5	Cotey Chlor Plus. With enhancer and neutralization	9 lb. 5 lb.	\$30.00 \$20.00	\$270 \$100
6	Installation of permanent pumping system and completing 8 hour yield test	1 LS	\$6,200.00	\$6,200
Total for Drilling Contractor				\$49,620

*Drilling contractor estimate is provided in Attachment A

Estimate B: Cost Estimate for Professional Hydrogeologic Services

<i>Task 1: Procure & convert video, review video, procure driller quotes and reporting:</i>	\$ 2,925
<i>Task 2: Well Redevelopment oversight:</i>	\$ 9,308
Total for Professional Consulting Services	\$ 12,233



SME-UHL is prepared to commence this work upon your approval to proceed.

Please call or email with any questions.

A handwritten signature in blue ink, appearing to read 'Ashish Daw', is written over the printed name.

Ashish Daw, PG
Geoscientist, Professional Geologist
SME-UHL

ATTACHMENT A

Samuel
STOTHOFF
Co., Inc.

Quote # 25-156R

PO Box 306, 59 State Highway 31, Flemington, NJ 08822
Phone # 908-782-2116 Fax # 908-782-9528 Email: Office@stothoff.com

To: Uhl & Associates, Inc.
278 N Union Street, Ste. 106
Lambertville, NJ 08530
Attn: Ashish

Phone: 609-273-8390
Email: adaw@vuawater.com
Date 11/11/2025

Ref: Quote on the Well Development of Mountain Lakes well No. 3

We are pleased to quote you on the well development of the following well:
(Information from video survey completed on 6/28/2006)

- Well No.: 3
- Well diameter: 12"
- Well depth: 60'
- 1st casing interval: 12" steel – 0'-20'
- 1st screen interval: (ss)(12", .050 slot or larger) 20'-30'
- 2nd casing interval: (steel) 12" – 30'-35'
- 2nd screen interval: (ss) (12", .050 slot or larger) 35'-45'
- 3rd screen interval: (ss) (12", .050 slot or larger) 45'-55'
- Sump: (steel) (12") 55'-60'
- Pump information – No pump present in well. All in well pumping components at well location.
- 2006 – yield test: Static -12' 6", 260-271gpm at 39.5' pumping water level

Development Work to Consist of:

- Mobilization/demobilization of well development equipment
- Mobilization/demobilization/rental of 25 yard dewatering box
- Trying to fish out obstruction present in well at 41', utilizing downhole camera as required
- 7 days of well development including jetting, brushing, surging, air lifting
- Chlorine and acid treatment of well complete with neutralization
- Reinstallation of existing permanent submersible pumping system complete with well chlorination and completing 8hr yield test

(Please See Attached)

Quote No. 25-156 was based on the following assumptions (please read in full)

- 1) Paying prevailing wage labor rates.
- 2) Discharging development spoils to ground surface after neutralization
- 3) Well location is accessible for equipment/truck accessible.
- 4) Samuel Stothoff Co., Inc. does not furnish landscaping services to areas disturbed by accessing the site.
- 5) Samuel Stothoff Co., Inc. assumes no liability for damage to any unmarked private/public underground utilities or structures.

Terms: Upon completion.

Price subject to acceptance within 30 days

Terms accepted. Signature of owner in fee

David K. Lyman, Vice President

Quote prepared by: Samuel Stothoff Co., Inc.

Samuel
STOTH₂OFF
 Co., Inc.

Well Drilling
 Pump Maintenance
 Water Treatment

Uhl & Associates, Inc.
 278 N Union Street, Suite 106
 Lambertville, NJ 08530

November 10, 2025
 Quote No. 25-156R

Reference: Mountain Lakes Well No. 3

No.	Task	Unit	Unit Rate	Cost
1	Mob./Demob. Equipment, tooling, tanks, etc.	1 LS	\$6,000.00	\$6,000.00
2	Fishing tools to remove obstruction in bottom of well section from ~41 feet down. (Utilizing camera as required).	1 Day	\$3,800.00	\$3,800.00
3	Well redevelopment. Includes mechanical, wire brushing, surging, airlifting, and jetting if required. Neutralization tank to be provided for chemicals.	7 Days	\$4,000.00	\$28,000.00
4	Cotey Liquid Acid descaler and neutralization	70 gal.	\$75.00	\$5,250.00
5	Cotey Chlor Plus. With enhancer and neutralization	9 lb. 5 lb.	\$30.00 \$20.00	\$270.00 \$100.00
6	Installation of permanent pumping system and completing 8 hour yield test	1 LS	\$6,200.00	\$6,200.00
			Total	\$49,620.00

EMERGENCY PROCUREMENT REPORT

Public Exigencies Pursuant To N.J.S.A. 19:44A-20.12

Procedure

An Emergency Procurement Report is required when municipalities, counties, and their instrumentalities and agencies¹ (public agency) experience an emergency that warrants the immediate delivery of goods or services and in doing so, are unable to comply with the "Pay-to-Play" provisions of N.J.S.A. 19:44A-20.4 et seq. N.J.S.A. 19:44A-20.12 provides in pertinent part that:

"Nothing contained in this act shall be construed as prohibiting the awarding of a contract when the public exigency requires the immediate delivery of goods or performance of emergency services as determined by the State Treasurer."

The State Treasurer² has determined that approval under this provision is automatically granted when:

1. A public agency finds the public's health, safety or welfare requires the immediate delivery of goods or the performance of services.
2. The award of any such contracts is made pursuant to the provisions of N.J.S.A. 40A:11-6 and N.J.A.C. 5:34-6.1 et seq., or for county colleges, N.J.S.A. 18A:64A-25.6.
3. Contracts are issued in response to a formal declaration of an emergency by the Governor.

Emergency Report Required

The Treasurer also requires that when a contracting agency uses these provisions, the agency's purchasing agent or other appropriate personnel shall file with Director of the Division of Local Government Services an "Emergency Procurement Report," within 30 days of the date the contract was issued. Contracts relating to a formal declaration of an emergency by the Governor are exempt from the reporting provision.

Certain information is necessary to address situations in which an exigency/emergency affecting the public's health, safety or welfare requires the immediate delivery of goods or the performance of services.

¹ This language has been interpreted by the State to include among others, local authorities, fire districts, and county colleges.

² The State Treasurer's directive can be seen at www.nj.gov/dca/lgs/p2p

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

RESOLUTION 175-25

RESOLUTION REAPPOINTING CARA FOX AS BOROUGH CLERK AND MUNICIPAL REGISTRAR

WHEREAS, N.J.S.A. 40A:9-133 provides that "in every municipality there shall be a municipal clerk appointed for a three-year term by the governing body of the municipality." And also provides that "no person shall be appointed or reappointed as a municipal clerk unless that person holds a registered municipal clerk certificate issued pursuant to section 3 or section 4 of P.L.1985"; and

WHEREAS, Cara Fox is a Certified Municipal Registrar (CMR) and is qualified for the position of Municipal Registrar, having received her Certification from the New Jersey Department of Health and Senior Services; and

WHEREAS, N.J.S.A. 26:8-13 provides that the term of office of a local registrar shall be three years and that she shall serve until her successor has been appointed and qualified and that, if the local registrar is the municipal clerk, her term of office shall be concurrent with her term of office as clerk.

WHEREAS, Cara Fox was initially appointed Borough Clerk for a term which began on January 4, 2023 and will end on January 4, 2026; and

WHEREAS, the Borough Council desires to reappoint Cara Fox, a registered municipal clerk, as Borough Clerk for a second term to commence on January 4, 2026; and

WHEREAS, the Borough Council recognizes that under New Jersey law Ms. Fox obtains tenure in the position of Borough Clerk upon this reappointment.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Mountain Lakes, County of Morris, State of New Jersey, that Cara Fox is hereby reappointed Borough Clerk and Municipal Registrar of the Borough of Mountain Lakes commencing on January 4, 2026.

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 December 8, 2025.

Cara Fox, Borough Clerk

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

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

RESOLUTION 176-25

RESOLUTION AUTHORIZING THE RENEWAL OF NORTH JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND

WHEREAS, a number of public entities in the State of New Jersey have joined together to form the North Jersey Municipal Employee Benefits Fund, hereafter referred to as "FUND", as permitted by N.J.S.A. 11:15-3, 17:1-8.1, and 40A:10-36 et seq., and;

WHEREAS, the FUND was approved to become operational by the Departments of Insurance and Community Affairs and has been operational since that date, and;

WHEREAS, the statutes and regulations governing the creation and operation of a joint insurance fund, contain certain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a FUND;

WHEREAS, the governing body of the Borough of Mountain Lakes, hereinafter referred to as "LOCAL UNIT" has determined that membership in the FUND is in the best interest of the LOCAL UNIT.

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

- I. Become a member of the FUND for the period outlined in the LOCAL UNIT's Indemnity and Trust Agreements.
- II. Will participate in the following type (s) of coverage (s):
 - a. Dental Insurance as defined pursuant to N.J.S.A. 17B:17-4, the FUND's Bylaws, and Plan of Risk Management.
- III. Adopts and approves the FUND's Bylaws.
- IV. Execute an application for membership and any accompanying certifications.

BE IT FURTHER RESOLVED that the Borough Manager is authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the FUND as required by the FUND's Bylaws, and to deliver these documents to the FUND's Executive Director with the express reservation that these documents shall become effective only upon:

- I. Approval of the LOCAL UNIT by the FUND.
- II. Receipt from the LOCAL UNIT of a Resolution accepting assessment.
- III. Approval by the New Jersey Department of Insurance and Department of Community Affairs.

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 December 8, 2025.

Cara Fox, Borough Clerk

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

NORTH JERSEY MUNICIPAL EMPLOYEE BENEFITS FUND

INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2026, in the County of

_____, State of New Jersey, By and Between the **North Jersey Municipal Employee Benefits Fund** referred to as "FUND" and the governing body of the

_____ a duly constituted LOCAL UNIT OF GOVERNMENT, hereinafter referred to as "LOCAL UNIT".

WITNESSETH:

WHEREAS, the governing bodies of various local units of government, as defined in N.J.A.C. 11:15-3.2, have collectively formed a Joint Insurance Fund as such an entity is authorized and described in N.J.S.A. 40A:10-36 et. seq. and the administrative regulations promulgated pursuant thereto; and

WHEREAS, the LOCAL UNIT has agreed to become a member of the FUND in accordance with and to the extent provided for in the Bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The LOCAL UNIT accepts the FUND's Bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of said Bylaws and the pertinent statutes and administrative regulations pertaining to same.
2. The LOCAL UNIT agrees to participate in the FUND with respect to health insurance, as defined in N.J.S.A. 17B:17-4, and as authorized in the LOCAL UNIT's resolution to join.
3. The LOCAL UNIT agrees to become a member of the FUND and to participate in the health insurance coverages offered for an initial period, (subject to early release or termination pursuant to the Bylaws), such membership to commence on **January 1, 2026** and ending on **December 31, 2028** at 12:01 AM provided, however, that the LOCAL UNIT may withdraw at any time upon 90 day written notice to the FUND.
4. The LOCAL UNIT certifies that it has never defaulted on payment of any claims if self-insured and has not been cancelled for non-payment of insurance premiums for a period of at least two (2) years prior to the date of this Agreement.
5. In consideration of membership in the FUND, the LOCAL UNIT agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, for the periods during which the member is receiving coverage, all of whom as a condition of membership in the FUND shall execute an Indemnity and Trust Agreement similar to this Agreement and by execution hereto, the full faith and credit of the LOCAL UNIT is pledged to the punctual payments of any sums which shall become due to the FUND in accordance with the Bylaws thereof, this Agreement or any applicable Statute. However, nothing herein shall be construed as an obligation of the LOCAL UNIT for claims and expenses that are not covered by the FUND, or for that portion of any claim or liability within the LOCAL UNIT retained limit or in an amount which exceeds the FUND's limit of coverage.

6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expenses or become obligated to pay attorney's fees and/or court costs, the LOCAL UNIT agrees to reimburse the FUND for all such reasonable expenses, fees, and costs on demand.

7. The LOCAL UNIT and the FUND agree that the FUND shall hold all moneys in excess of the LOCAL UNIT's retained loss fund paid by the LOCAL UNIT to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with N.J.A.C. 11:15-3 et. seq.

8. The FUND shall establish and maintain Claims Trust Accounts for the payment of health insurance claims in accordance with N.J.S.A. 40A:10-36 et. seq., N.J.S.A. 40A:5-1 and such other statutes and regulations as may be applicable. More specifically, the aforementioned Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and stop loss insurance or reinsurance premiums for each risk or liability as follows:

- a) Employer contributions to group health insurance
- b) Employee contributions to contributory group health insurance
- c) Employer contributions to contingency account
- d) Employee contributions to contingency account
- e) Other trust accounts as required by the Commissioner of Insurance

9. Notwithstanding 8 above, to the contrary, the FUND shall not be required to establish separate trust accounts for employee contributions provided the FUND provides a plan in its Bylaws for the recording and accounting of employee contributions of each member.

10. Each LOCAL UNIT of government who shall become a member of the FUND shall be obligated to execute an Indemnity and Trust Agreement similar to this Agreement.

ADOPTED: _____
Date

BY: _____

ATTEST: _____

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

RESOLUTION 177-25

**RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE NEW JERSEY DEPARTMENT OF
COMMUNITY AFFAIRS LOCAL RECREATION IMPROVEMENT GRANT PROGRAM FOR IMPROVEMENTS TO THE
BOULEVARD TROLLEY PATH PHASE THREE**

WHEREAS, the New Jersey Department of Community Affairs is offering the Local Recreation Improvement Grant (LRIG); and

WHEREAS, the Local Recreation Improvement Grant is a competitive grant that supports improvement and repair of public recreation facilities including local parks, municipal recreation centers, and local stadiums; and

WHEREAS, the Local Recreation Improvement Grant funds will be allocated to each grant recipient to help cover costs associated with updating community centers, playgrounds, pools, fields, walking or bicycle trails, rail trails, multi-sport courts, and recreational facilities, one-time personnel costs directly related to improvements, project development professional services costs including playground and recreation facilities equipment, and environmental remediation costs required to prepare a recreation site for use; and

WHEREAS, the Local Recreation Improvement Grant exists to fund improvements to recreational facilities, provide quality outdoor recreational spaces, and assist local units in completing unmet recreational obligations on property owned by the local unit; and

WHEREAS, the Borough of Mountain Lakes is the sole owner of the Boulevard Trolley Path; and

WHEREAS, the Borough of Mountain Lakes wishes to apply for funding through the NJDCA Local Recreation Improvement Grant; and

WHEREAS, the Borough of Mountain Lakes is qualified to apply for the funding.

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

1. The governing body of the Borough of Mountain Lakes formally supports this NJDCA Local Improvement Grant Application for Improvements to the Boulevard Trolley Path Phase Three.
2. The Borough hereby authorizes and accepts the submission to the New Jersey Department of Community Affairs Local Recreation Improvement Grant program for 2026.
3. The Borough Manager together with all other appropriate officers, employees, professionals, and staff of the Borough are hereby authorized and directed to take all steps necessary to effectuate the purpose of this resolution.

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 December 8, 2025.

Cara Fox, Borough Clerk

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

**BOROUGH OF MOUNTAIN LAKES
COUNTY OF MORRIS, NJ
RESOLUTION 178-25**

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR THE COLLECTION, REMOVAL, AND DISPOSAL OF SOLID WASTE, BULK WASTE, AND DESIGNATED RECYCLABLES

WHEREAS, the Borough solicited bids for solid waste and recycling collection and disposal services in accordance with the bid specifications and applicable law; and

WHEREAS, bids were received, opened, and evaluated; and

WHEREAS, the Borough has determined that B&B Disposal, LLC ("Contractor") is the lowest responsible bidder, and it is in the best interest of the Borough to award the contract; and

WHEREAS, the Borough Manager and Borough Attorney received and reviewed an objection to the award to the apparent low bid from the second bidder Suburban Disposal, Inc. dated December 8, 2025; and

WHEREAS, the objection is that the Borough failed to advertise an addendum to the bid specifications as required and, consequently, the contract cannot be awarded; and

WHEREAS, the objection also claimed that the apparent low bidder failed to acknowledge receipt of the addendum; and

WHEREAS, the Borough Attorney and Borough Manager have reviewed the objection and have advised the Council that, in their opinion, the objection is without merit because the alleged failure to issue an addendum concerned a typographical error in the bid specifications which provided dual dates for bid submissions and dual locations for the submission and did not require an addendum to the contract; and

WHEREAS, the only option in the event the apparent low bid is determined to be invalid would be to rebid the contract as it was the only bid within budget; and

WHEREAS, the Council is satisfied that the objection is without merit; and

WHEREAS, the term of the contract is five (5) years and shall commence on January 1, 2026; and

WHEREAS, this contract is being awarded in Calendar Year 2025 although the date on which it properly takes effect falls in the next fiscal year (Calendar Year 2026); and

WHEREAS, pursuant to N.J.A.C. 5:30-5.5(e), no contract shall be awarded in one fiscal year if the date on which it properly takes effect falls in the next fiscal year unless the contract includes a provision making it subject to the availability and appropriation of sufficient funds in the year in which it takes effect; and

WHEREAS, the contract includes a provision making it subject to the availability and appropriation of sufficient funds in Calendar Year 2026 (and annually thereafter during the term); and

WHEREAS, as required by N.J.A.C. 5:30-5.4, the Chief Financial Officer has provided the governing body with a written certification (attached hereto as "Attachment A" and incorporated herein by reference).

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

1. Award. The Borough hereby awards to B&B Disposal, LLC a five (5) year contract for solid waste collection and disposal services for the period January 1, 2026 through December 31, 2030, in accordance with the bid specifications and Contractor's bid, in a total five-year amount not to exceed \$3,915,000.00.
2. Authorization to Execute. The Borough Manager and Borough Clerk are hereby authorized and directed to execute the contract and any related documents, in a form approved by the Borough Attorney.

3. Subject to Appropriation. This award and the contract are expressly subject to the availability and appropriation of sufficient funds in Calendar Year 2026 (the year in which the contract takes effect), and annually thereafter for each succeeding fiscal year of the contract term.

4. No Liability Until Funded. No expenditure shall be made and no liability shall be incurred by the Borough under this contract unless and until funds are appropriated and certified for the applicable fiscal year(s).

5. Effective Date. This Resolution shall take effect immediately.

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 December 8, 2025.

Cara Fox, Borough Clerk

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

RESOLUTION 178-25
ATTACHMENT A
CERTIFICATION OF AVAILABILITY OF FUNDS
(N.J.A.C. 5:30-5.4; N.J.A.C. 5:30-5.5(e); N.J.S.A. 40A:4-57)

I, Jennifer Semler, Chief Financial Officer of the Borough of Mountain Lakes,
hereby certify as follows:

- 1) Resolution No. 178-25 authorizes the award in Calendar Year 2025 of a contract that shall properly take effect on January 1, 2026.
- 2) The total five-year maximum amount authorized by Resolution No. 178-25 is not to exceed \$3,915,000.00.
- 3) No 2025 budget appropriation will be charged, and no expenditure will be made, and no liability will be incurred in Calendar Year 2025 under this contract.
- 4) In accordance with N.J.A.C. 5:30-5.5(e), the contract includes a provision making it subject to the availability and appropriation of sufficient funds in Calendar Year 2026 (the year in which it takes effect), and annually thereafter during the term.
- 5) Funds will be certified/encumbered for Calendar Year 2026 and for each succeeding fiscal year at the time the applicable budget is adopted (or otherwise lawfully appropriated), in accordance with N.J.S.A. 40A:4-57 and N.J.A.C. 5:30-5.4.

DATE: 12/5/25


Chief Financial Officer

BOROUGH OF MOUNTAIN LAKES
Morris County, New Jersey

UNIFORM BID SPECIFICATIONS

For

SOLID WASTE AND
RECYCLABLE MATERIALS COLLECTION SERVICE

prepared by Mitchell Stern, Borough Manager
Borough of Mountain Lakes
400 Boulevard
Mountain Lakes, New Jersey 07046

September 10, 2025

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**BOROUGH OF MOUNTAIN LAKES
400 BOULEVARD
MOUNTAIN LAKES, NJ 07046**

NOTICE TO BIDDERS

**PROPOSALS FOR THE COLLECTION, REMOVAL, AND DISPOSAL OF SOLID WASTE, BULK WASTE,
AND DESIGNATED RECYCLABLES**

Sealed bids for the Collection, Removal, and Disposal of Solid Waste, Bulk Waste, and Designated Recyclables will be received by the Borough of Mountain Lakes on November 25, 2025 at 11:00 A.M. prevailing time at Borough Hall, 400 Boulevard, Mountain Lakes, New Jersey, 07046, at which time and place they will be publicly opened and read aloud. Bids may be hand-delivered or mailed by certified mail to the Borough Manager, Mitchell Stern. The Borough of Mountain Lakes will not be responsible for any bid mailed which is lost in transit or delivered late. Bids will not be accepted after the prescribed time for receipt of bids.

Specifications and bid proposal forms may be obtained at the office of the Qualified Purchasing Agent, 400 Boulevard, Mountain Lakes, New Jersey, 07046 between the hours of 8:30 a.m. and 3:30 p.m. daily except Saturdays, Sundays and Holidays. Bids or proposals shall be made on the forms provided and attached to the specifications which shall be submitted intact and otherwise must conform to the general instructions, specifications, terms and conditions. Bid documents shall be provided to prospective bidders without charge.

A bid bond, certified check or cashier's check made payable to the order of the Borough of Mountain Lakes, or a duly executed bid bond in the amount of 10% of each bid, not to exceed \$20,000, must be deposited by the bidder.

Bidders must comply with the following New Jersey State Statutes:

P.L. 1975, Chapter 127 (Affirmative Action Program)

P.L. 1975, Chapter 127 (Mandatory Equal Employment) N.J.S.A. 10.5-31 et seq and N.J.A.C. 17:37

P.L. 1977, Chapter 33 (Statement of Ownership)

N.J.S.A. 40A:11-18 (American Goods and Products to be used where possible)

P.L. 2004, Chapter 157, amending N.J.S.A. 52:32:44 (Business Registration Act)

N.J.S.A. 19:44A-2013 (P.L. 2005, c.271, s.3) New Jersey Election Law Enforcement Commission

Bid proposals must be placed in sealed, opaque envelopes, addressed to the Borough of Mountain Lakes, Office of the Qualified Purchasing Agent, 400 Boulevard, Mountain Lakes, New Jersey, 07046 and shall be marked clearly on the outside of the envelope "BID DOCUMENTS ENCLOSED, SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICE".

The Borough reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the proposal received and to accept the bid which is in the best interest of the Borough.

Mitchell Stern, Borough Manager

1 INSTRUCTIONS TO BIDDERS

1.1 THE BID

The Borough of Mountain Lakes in Morris County, New Jersey, is soliciting bid proposals from solid waste collection contractors interested in providing solid waste and recyclable material collection and disposal services for a period of three (3) or five (5) years, to commence on January 1, 2026, in accordance with the terms of these Bid Specifications and N.J.A.C. 7:26H-6 et seq.

1.2 CHANGES TO THE BID SPECIFICATIONS

Notice of revisions or addenda to advertisements or bid documents relating to bids will, no later than five days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids, be published in the (Morris County) Daily Record and in the The Star Ledger.

1.3 BID OPENING

All bid proposals will be publicly opened and read by the Qualified Purchasing Agent at 400 Boulevard, Mountain Lakes, New Jersey, 07046. Bids must be delivered by hand or by mail to the Qualified Purchasing Agent no later than 11:00 a.m. on November 25, 2025. All bid proposals will be date and time stamped upon receipt. Bidder is solely responsible for the timely delivery of the bid proposal and no bids shall be considered which are presented after the public call for receiving bids. Any Bid Proposal received after the date and time specified will be returned, unopened, to the bidder.

1.4 DOCUMENTS TO BE SUBMITTED

The following documents shall be submitted by every bidder at the time and date specified in the public notice to prospective bidders:

1. Certified photocopies of bidder's certificate of public convenience and necessity and an approval letter issued in conformance with N.J.S.A. 13:1E-126;
2. Questionnaire setting forth experience and qualifications;
3. Bid Guarantee in the form of a bid bond, certified check or cashier's check in the amount of 10% of the total amount of the bid proposal, not to exceed \$20,000; payable to the Borough of Mountain Lakes;
4. Statement of Ownership Disclosure.
5. Non-collusion affidavit;
6. Certificate of surety;
7. Prohibited Russia-Belarus Activities & Iran Investment Activities.
8. Americans with Disabilities Act
9. Equipment Certification.
10. Copy of Valid NJ Business Registration Certificate.
11. Bid Proposal Form.
12. Acknowledgement of Revisions and Notices;

All of the foregoing shall be submitted in accordance with the instructions hereinafter contained. The division of the Bid Specifications into parts is merely for convenience and ready reference; all parts of the Bid Specifications constitute a single document.

2. DEFINITIONS

"Bid proposal" means all documents, proposal forms, affidavits, certificates, statements required to be submitted by the bidder at the time of the bid opening.

"Bid guarantee" means the bid bond, cashier's check or certified check submitted as part of the bid proposal, payable to the contracting unit, ensuring that the successful bidder will enter into a contract.

"Bid specifications" means all documents requesting bid proposals for municipal solid waste collection services contained herein.

"Certificate of insurance" means a document showing that an insurance policy has been written and includes a statement of the coverage of the policy.

"Collection site" means the location of waste containers on collection day.

"Collection source" means a generator of designated collected solid waste to whom service will be provided under the contract.

"Consent of surety" means a contract guaranteeing that if the contract is awarded, the surety will provide a performance bond.

"Contract" means the written agreement executed by and between the successful bidder and the governing body and shall include the bid proposal, and the bid specifications.

"Contract administrator" is the person authorized by the contracting unit to procure and administer contracts for solid waste collection services.

"Contracting unit" means a municipality or any board, commission, committee, authority or agency, and which has administrative jurisdiction over any district other than a school district, project, or facility, included or operating in whole or in part, within the territorial boundaries of any county or municipality which exercise functions which are appropriate for the exercise by one or more units of local government, and which has statutory power to make purchases and enter into contracts or agreements for the performance of any work or the furnishing or hiring of any materials or supplies usually required, the costs or contract price of which is to be paid with or out of public funds.

"Contractor" means the lowest responsible bidder to whom award of the contract shall be made.

"Designated collected recyclable material" means newspaper, mixed office paper, corrugated cardboard, chipboard, mixed paper, co-mingled recyclables and white goods.

"Designated collected solid waste" means solid waste types 10 and 13. Designated collected solid waste shall not consist of recyclable materials, hazardous waste, or solid animal and vegetable wastes collected by swine producers licensed by the State Department of Agriculture to collect, prepare and feed such waste to swine on their own farms.

"Disposal facility" means those sites designated in the Morris County Solid Waste Management Plan for use by the Borough of Mountain Lakes, owned and operated by the Morris County Municipal Utilities Authority, Edwards Road, Parsippany, New Jersey, or State approved disposal facility.

"Dual Stream" means the method of collecting bottles, cans, and other containers separately in one recycling bucket, from paper grades which are collected separately in another recycling bucket.

"Governing body" means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of the municipality as further defined at N.J.A.C. 40A:11-2.

"Holiday" means a regularly scheduled collection day on which the authorized Disposal Facilities are closed, and may include New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

"Legal newspaper" means the Daily Record and The Star Ledger.

"Proposal forms" mean those forms that must be used by all bidders to set forth the prices for services to be provided under the contract.

"Service Area" means the geographic area described below. The service area is as follows:

The corporate limits of the Borough of Mountain Lakes in the County of Morris.

"Surety" means a company that is duly certified to do business in the State of New Jersey and that is qualified to issue bonds in the amount and of the type and character required by these specifications.

3. BID SUBMISSION REQUIREMENTS

3.1. BID PROPOSAL

- A. Each document in the bid proposal must be properly completed in accordance with N.J.A.C. 7:26H-6.5. No bidder shall submit the requested information on any form other than those provided in these bid specifications.
- B. Bid Proposals shall be hand delivered or mailed in a sealed envelope through the U.S. Postal Service, and the name and address of the bidder and the name of the bid as set forth in the Public Advertisement for Bids must be written clearly on the outside of the sealed envelope. No bid proposal will be accepted past the date and time specified by the Borough of Mountain Lakes in the advertisement for bids.
- C. Each bidder shall sign, where applicable, all bid submissions as follows:
 - 1. For a corporation, by a principal executive officer;
 - 2. For a partnership or sole proprietorship, by a general partner or the proprietor respectively; or
 - 3. A duly authorized representative if:
 - a. The authorization is made in writing by a person described in sections 1 and 2 above; and
 - b. The authorization specifies either an individual or a position having responsibility for the overall operation of the business.
- D. The bid proposal contains option bids. The Borough of Mountain Lakes may, at its discretion, award the contract to the bidder whose aggregate bid price for the chosen option, or any combination of options is the lowest responsible bidder; provided, however, the Borough of Mountain Lakes shall not award the contract based on the bid price for separate options.
- E. Any Bid Proposal that does not comply with the requirements of the bid specifications and N.J.A.C. 7:26H-6.1 et seq., shall be rejected as non-responsive.

3.2. BID GUARANTY

A Bid Guaranty in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Borough of Mountain Lakes in the amount of 10% of the highest aggregate year bid submitted, not to exceed twenty thousand dollars (\$20,000) must accompany each Bid Proposal. In the event that the bidder to whom the Contract is awarded fails to enter into the Contract in the manner and within the time required, the award to the bidder shall be rescinded and the bid guaranty shall become the property of the Borough of Mountain Lakes.

3.3. EXCEPTIONS TO THE BID SPECIFICATIONS

Any conditions, limitations, provisos, amendments, or other changes attached or added by the bidder to any of the provisions of these Bid Specifications or any changes made by the bidder on the Proposal Forms shall result in the rejection of the Bid Proposal by the Borough of Mountain Lakes.

3.4. BRAND NAME OR EQUIVALENT

Whenever the Work Specifications identify a brand name, trade name or a manufacturer's name, this designation is used for classification or descriptive purposes only, and the bidder may substitute an equal product, subject to the approval of the Borough of Mountain Lakes.

3.5. COMPLIANCE

The bidder shall be familiar with and comply with all applicable local, state and federal laws and regulations in the submission of the Bid Proposal and, if the bidder is awarded the contract, in the performance of the contract.

3.6. CONFLICT OF INTEREST AND NON-COLLUSION

Each bidder must execute and submit as part of the Bid Proposal a "Non-Collusion Affidavit" which at a minimum shall attest that:

- A. The bidder has not entered into any agreement or participated in any collusion with any other person, corporate entity or government entity, or competitive bidding either alone or with any other person, corporate entity or government entity in connection with the above named project;
- B. All statements made in the bid proposal are true and correct and made with the full knowledge that the contracting unit relies upon the truth of those statements in awarding the contract; and
- C. No person or business is employed to solicit or secure the contract in exchange for a commission, percentage brokerage agreement or contingency fee unless such person possesses a Certificate of Public Convenience and Necessity and a License issued pursuant to N.J.A.C. 7:26-16 et seq.

3.7. NO ASSIGNMENT OF BID

The bidder may not assign, sell, transfer or otherwise dispose of the Bid or any portion thereof or any right or interest therein. This section is not intended to limit the ability of the successful bidder to assign or otherwise dispose of its duties and obligations under the contract provided that the Borough of Mountain Lakes agrees to the assignment or other disposition. No such assignment of disposition shall become effective without the written approval of the New Jersey Department of Environmental Protection.

4. AWARD OF CONTRACT

4.1. GENERALLY

- A. The Borough of Mountain Lakes shall award the contract or reject all bids within the time specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bidders will be notified of the Borough of Mountain Lakes' decision, in writing, by certified mail.
- B. The contract will be awarded to the bidder whose aggregate bid price for the selected option or options is the lowest responsible bid.
- C. The Borough of Mountain Lakes reserves the right to reject any bid not prepared and submitted in accordance with the provisions hereof, and to reject any or all bids. In the event that the Borough of Mountain Lakes rejects all bids, the Borough of Mountain Lakes shall publish a notice of re-bid no later than ten days, Saturdays, Sundays and holidays excepted, prior to the date for acceptance of bids.

4.2. NOTICE OF AWARD AND EXECUTION OF CONTRACT

Within fourteen calendar days of the award of the contract, the Borough of Mountain Lakes shall notify the successful bidder in writing, at the address set forth in the Bid Proposal and such notice shall specify the place and time for delivery of the executed contract, the performance bond, the vehicle dedication affidavit and the appropriate affirmative action documentation. Failure to deliver the aforementioned documents as specified in the notice of award shall be cause for the Borough of Mountain Lakes to declare the contractor non-responsive and to award the contract to the next lowest bidder.

4.3. RESPONSIBLE BIDDER

The Borough of Mountain Lakes shall determine whether a bidder is "responsible" in accordance with N.J.S.A. 40A:11-6.1 and N.J.A.C. 7:26H-6.8. The Bid Proposal of any bidder that is deemed not to be "responsible" shall be rejected.

4.4. PERFORMANCE BOND

The successful bidder shall provide a performance bond issued by a Surety in an amount equal to no more than 100% of the annual value of the contract. The successful bidder shall provide said performance bond to the Borough Manager at 400 Boulevard, Mountain Lakes, New Jersey 07046 prior to, or concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Borough Manager with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

Failure to deliver a performance bond for any year of a multi-year, contract one hundred twenty (120) days prior to the termination of the current bond will constitute a breach of contract and will entitle the Borough of Mountain Lakes to terminate the contract upon the expiration of the current bond. Notwithstanding termination pursuant to this section, the contractor is obligated to fully perform through the date of termination of the contract and damages shall be assessed in an amount equal to the costs incurred by the Borough of Mountain Lakes in re-bidding the contract.

4.5. AFFIRMATIVE ACTION REQUIREMENTS

- A. If awarded a contract, the successful bidder will be required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.
- B. Within seven days after receipt of notification of the Borough of Mountain Lakes intent to award any contract the contractor must submit one of the following to the contracting unit:
 - 1. If the Contractor has a federal affirmative action plan approval which consists of a valid letter from the Office of Federal Contract Compliance Programs, the Contractor should submit a photocopy of its letter of approval.
 - 2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photocopy of the certificate.
 - 3. If the Contractor has none of the above, the contracting unit shall provide the Contractor with an (A.A.302) affirmative action employee information report.
- C. If the Contractor does not submit the affirmative action document within the required time period, the Borough of Mountain Lakes may extend the deadline by a maximum of fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Borough of Mountain Lakes to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

4.6. NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

All bidders are required by law to submit with the bid proposal to the Borough of Mountain Lakes a "Business Registration Certificate" issued to them by the State of New Jersey.

4.7. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice of a vehicle dedication affidavit which at a minimum shall attest that: The successful bidder will dedicate a fixed number of vehicles, reasonably calculated to meet the requirements of these bid specifications; or to the extent that dedication of a fixed number of vehicles is not feasible, the Contractor shall covenant that the Borough of Mountain Lakes will only be accountable for its proportional share of the waste contained in the collection vehicle and shall be assessed charges based only on its share of the waste at the time of disposal.

4.8. ERRORS IN PRICE CALCULATION

Any discrepancy between a numerical price and a price written in words shall be resolved in favor of the price as written in words. Any discrepancy between the unit price multiplied by the quantity and a corresponding total price figure set forth in the Proposal Forms(s) shall be resolved in favor of a total price reached by multiplying the unit price by the quantity. The corrected total shall be used to determine the award of the contract. After all Bid Proposals have been read, the bids will be tabulated and adjusted, if necessary, in accordance with this paragraph. If any mathematical corrections must be made on any bid proposal, then the Borough of Mountain Lakes may not award a contract until all tabulations are complete.

5. WORK SPECIFICATIONS

- A. Work under this contract includes the collection, removal and disposal of all solid waste, bulk waste and designated recyclables from each residential, municipal property, condominium units and the board of education property within the Borough of Mountain Lakes. The Borough is comprised of approximately 1,397 single family residential units, 69 condominium units, 4 Board of Education facilities and 2 municipal facilities. Borough properties cover an area of 3.1 square miles and contains 27 miles of traveled roadway. Increases in individual collection points in increments of one percent (1%) added to the collection route will be cause for renegotiating at an additional cost as related and limited solely to the increased collection units. Particularly excluded from bulk collection is material listed in Attachment #4.
- B. Collection Modes – The Contractor will provide bid pricing for the collection alternatives as listed in Section 5.3. The Borough of Mountain Lakes has historically contracted for home side pick-up of solid waste and recyclable materials. The Borough is divided into five (5) districts, with one district per day for collection. The Borough would consider alternatives from bidders if there is a more efficient method of collection, however, the vendor MUST bid on a five district collection system. In addition, the Borough will accept bids with both Borough ownership of recyclable materials, as well as the Contractor retaining ownership of same. The Board of Education requires a twice weekly pickup of solid waste and recyclable material from the four school locations.

5.1. SERVICE REQUIRED

The Contractor shall provide service for each Option awarded by the Borough of Mountain Lakes. The Borough of Mountain Lakes shall select one collection Option for the contract period of three (3) or five (5) years in accordance with any of the option proposals submitted.

5.2. COLLECTION AREA

The Contractor shall provide collection, removal, and disposal from within the territorial and geographical boundaries of the corporate limits of the Borough of Mountain Lakes.

5.3. COLLECTION OPTIONS - BASE BID (Options 1A, 1B, 1C and 1D)

The home side collection of both solid waste and recyclables will be from a home side location within six (6) feet of the driveway of each service location. Homeowners/occupants will keep all receptacles in one location and these containers will be immediately returned to the same location by the Contractor after emptying with lids replaced on top. Contractor shall not be obligated to enter garage or home to collect solid waste or recyclable material. There shall be no limit to the amount of recyclable material placed out for collection. All solid waste and recyclable material containers have a maximum weight limit of 50 pounds per container.

The collection of recyclables will be on an alternating week schedule with commingled one week and cardboard/paper the following week.

The base bid includes the collection of curbside Type 13 bulk waste, excluding white goods, hazardous waste and construction debris, and shall be collected 4 times per year from every residence in the Borough. See Attachment #4 for acceptable and non-acceptable bulk materials.

The base bid includes providing containers/dumpsters and collection services of said dumpster/containers for the solid waste and recycling at the following municipal facilities during the Contract period and according to the following schedule:

1. Borough of Mountain Lakes Municipal Building:
Appropriately sized container for the trash and recyclables to be determined by the Contractor, picked up on a five (5) day per week basis.
2. Borough of Mountain Department of Public Works Building:
Appropriately sized container for the trash and recyclables to be determined by the Contractor, picked up on a minimum of one (1) day per week basis.

NOTE: Vendor must provide a bid on this item in order to be considered a responsive bid.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Municipal Utilities Authority.

NOTE: All revenues from the marketing of designated recyclable materials will be retained by the Borough of Mountain Lakes.

NOTE: COLLECTION - ADDITIONAL SERVICE

If the owner or occupant of any residential property desires an additional waste/recycling pickup above and beyond the service level required in the specifications, such service will be billed directly by the Contractor to the property owner receiving the service at the following rate per additional service pickup:

Year 1 - \$ 50.00.

Year 2 - \$ 50.00.

Year 3 - \$ 50.00.

Year 4 - \$ 50.00.

Year 5 - \$ 50.00.

All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Municipal Utilities Authority.

BASE BID OPTIONS (ONE MUST BE CHOSEN TO BE A RESPONSIVE BID)

OPTION 1A 3 Year Contract – Base Bid - Borough Retains Ownership of Recyclable Materials

OPTION 1B 3 Year Contract – Base Bid – Contractor Assumes Ownership of Recyclable Materials

OPTION 1C 5 Year Contract – Base Bid - Borough Retains Ownership of Recyclable Materials

OPTION 1D 5 Year Contract – Base Bid – Contractor Assumes Ownership of Recyclable Materials

OPTION 2 COLLECTION OF MOUNTAIN LAKES BOARD OF EDUCATION

The Contractor shall provide containers/dumpsters and container/dumpster collection services for solid waste and recycling at the following Board of Education facilities during the Contract period and according to the following schedule:

1. Mountain Lakes High School - Five (5) day collection during School Year in accordance with the School Calendar, and two (2) days per week during Summer Session.
 - a. One (1) ten cubic yard container for solid waste.
 - b. Separate containers for mixed/comingled recyclables and paper. Size and type of container to be determined by the Contractor that will be sufficient to hold all materials at all times.
2. Briarcliff School - Five (5) day collection during School Year in accordance with the School Calendar, and two (2) days per week during Summer Session.
 - a. One (1) ten cubic yard container for solid waste.
 - b. Separate containers for mixed/comingled recyclables and paper. Size and type of container to be determined by the Contractor that will be sufficient to hold all materials at all times.
3. Lake Drive School - Five (5) day collection during School Year in accordance with the School Calendar, and two (2) days per week during Summer Session.
 - a. One (1) ten cubic yard container for solid waste
 - b. Separate containers for mixed/comingled recyclables and paper. Size and type of container to be determined by the Contractor that will be sufficient to hold all materials at all times.
4. Wildwood School - Five (5) day collection during School Year in accordance with the School Calendar, and two (2) days per week during Summer Session.
 - a. One (1) ten cubic yard container for solid waste.
 - b. Separate containers for mixed/comingled recyclables and paper. Size and type of container to be determined by the Contractor that will be sufficient to hold all materials at all times.

NOTE: Under this option, all revenues from the marketing of designated recyclable materials will be retained by the Borough of Mountain Lakes.

NOTE: All solid waste disposal costs associated with this collection option will be paid by the Borough of Mountain Lakes to the Morris County Municipal Utilities Authority.

OPTION 2 MOUNTAIN LAKES BOARD OF EDUCATION

OPTION 2A 3 Year Contract - Board of Education – Borough Retains Ownership of Recyclable Materials

OPTION 2B 3 Year Contract - Board of Education – Contractor Assumes Ownership of Recyclable Materials

OPTION 2C 5 Year Contract - Board of Education – Borough Retains Ownership of Recyclable Materials

OPTION 2D 5 Year Contract - Board of Education – Contractor Assumes Ownership of Recyclable Materials

5.4. CONTAINERS

- A. Containers used for collection of solid waste and co-mingled recyclables at single family units shall be a can or barrel made of plastic or metal or another durable material with a tight-fitting cover, constructed to prevent the spillage of contents. It shall be waterproof and shall not exceed 35 gallons in volume or 50 pounds in weight when filled. Containers used for collection of solid waste and commingled recyclables at condominium units and board of education facilities shall be as described above or solid waste type dumpsters, provided by the contractor, depending upon the past collection practices of the residential complex or facility.
- B. Collection of all designated recyclables to include separate containers, one for corrugated cardboard, chipboard, newspaper, and mixed paper, and one for commingled recyclables including vendor acceptable bottles, cans, and plastics, and shall be placed separately in rigid containers (not in plastic bags).
- C. Bulk items placed on the curb for curbside bulk pickup shall be under 500 pounds total.

5.5. COLLECTION SCHEDULE

- A. All collection services, as described in these specifications, shall be performed on all designated days between 8:00 a.m. and 4:00 p.m..
- B. The following legal holiday shall be exempted from the waste collection schedule:
Christmas Day (December 25th)
The following legal holidays may be exempted from the waste collection schedule:
Memorial Day, Labor Day, Thanksgiving Day

In the event the Contractor desires to implement the optional holidays listed above, Contractor must notice the Borough of its intent no later than November 1st of the previous year (ie: no pickup Memorial Day 2026, Borough must be notified no later than November 1, 2025).

- C. In the event of the necessity to cancel a daily collection, Contractor is to notify the Borough of Mountain Lakes (Public Works Director, or his / her designee), as soon as the need becomes known. At time of notification, Contractor is to provide an alternate collection date, preferably the next day, however, not later than the next regularly scheduled collection date for the service area that was missed.

The Borough of Mountain Lakes will alert of the cancelation and alternative pickup date through its established communications channels.

5.6. SOLID WASTE DISPOSAL

- A. All solid waste collected within the Borough of Mountain Lakes shall be disposed of in accordance with the County of Morris Solid Waste Management Plan. For the term of this contract, all waste collected pursuant to the terms of the contract shall be disposed of at Morris County Municipal Utilities Authority, Edward Road, Parsippany, New Jersey, 07045. The Morris County Municipal Utilities Authority phone numbers are (973) 808-9651 and (973) 829-8585.
- B. The Borough of Mountain Lakes reserves the right to designate another disposal facility in accordance with the County of Morris Solid Waste Management Plan or in the event that the designated Disposal Facility is unable to accept waste. The Borough of Mountain Lakes will assume all additional costs or benefits that are associated with such designation.

5.7. VEHICLES AND EQUIPMENT

- A. All vehicles shall be registered with, and conform to the requirements of the New Jersey Department of Environmental Protection, in accordance with N.J.A.C. 7:26-3.1 et seq.
- B. All collection trucks shall be, compaction types, completely enclosed and water tight. Subject to the prior approval of the Contract Administrator, the Contractor may employ equipment other than compaction type vehicles on streets whose width precludes the use of such vehicles. The Contractor shall specify whether the vehicles are side, front or rear loading.
- C. All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. The Contract Administrator shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of the Contract. All vehicles shall be equipped with a broom and shovel.
- D. The Contract Administrator may order any of the Contractor's vehicles used in performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Work Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Contract Administrator.

5.8. NAME ON VEHICLES

The name, address and service phone number of the Contractor shall be placed clearly and distinctly on both sides of all vehicles used in connection with the collection services.

5.9. TELEPHONE FACILITIES AND EQUIPMENT

- A. The Contractor must provide and maintain an office within reasonable proximity of the Borough of Mountain Lakes with sufficient telephone lines to receive complaints or inquiries. The Contractor shall ensure that phone service is activated prior to the commencement of service.
- B. Telephone service shall be maintained on all collection days, between the hours of 8:00 a.m. and 4:00 p.m.. The Borough of Mountain Lakes shall list the Contractor's telephone number in the Telephone directory along with other listings for the Borough of Mountain Lakes.

5.10. FAILURE TO COLLECT

The Contractor shall report to the Contract Administrator, within one (1) hour of the start of the Collection Day, all cases that preclude collection. In the event of severe weather, the Contractor shall collect solid waste no later than the next regularly scheduled collection day. In those cases where collection is scheduled on a one collection per week basis, that collection will be made as soon as possible, but in no event later than the next scheduled collection day.

5.11. COMPLAINTS

The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives, and orders of the Contract Administrator within twenty-four (24) hours of the receipt of same. The Contractor shall be required to maintain a log of all complaints received and the action taken to remedy the complaints. The Contractor shall submit a copy of all complaints received and the action taken to the Borough of Mountain Lakes upon request by the Borough of Mountain Lakes.

5.12. SOLICITATION OF GRATUITIES

The Contractor shall ensure that no agent or employee shall solicit or receive gratuities of any kind for any of the work or services provided in connection with the contract. The Contractor shall be subject to the Liquidated Damage clause herein contained for breach hereof.

5.13. INVOICE AND PAYMENT PROCEDURE

- A. The Contractor shall submit all invoices for collection and/or disposal services in accordance with the requirements of this section.
 - 1. Within 30 days after the end of each calendar month during the term of the contract during which the Contractor provided services as provided in these Bid Specifications, the Contractor will submit an invoice to the Borough of Mountain Lakes for the preceding calendar month (the "Billing Month").
 - 2. Where the Contractor has paid the costs of disposal, the Contractor shall submit a separate invoice to the Borough of Mountain Lakes for reimbursement.

- B. The Borough of Mountain Lakes shall pay all invoices within 30 days of receipt. The Borough of Mountain Lakes will not be obligated to pay a defective invoice until the defect is cured by the Contractor. Borough of Mountain Lakes shall have 30 days from the date of receipt of the corrected invoice to make payment.

- C. Invoices shall specify the number and type of vehicles used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the material disposed of each day during the billing month. The tonnage for which the Borough of Mountain Lakes shall be charged shall be the difference between the weight of the vehicle upon entering the disposal facility and the tare weight of the vehicle.

- D. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of disposal billed by or paid to the Disposal Facility. Where the Contractor has paid the costs of disposal, the Borough of Mountain Lakes shall reimburse the Contractor for the actual quantity of waste disposed of based on the monthly submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicle used for collection in the governing body; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and monthly receipts issued by the disposal facility showing:
 - 1. the amount of the invoice;
 - 2. the origin of the waste;
 - 3. the truck license plate number;
 - 4. the total quantity and weight of the waste; and
 - 5. the authorized tipping rate plus all taxes and surcharges.

E. Where the Borough of Mountain Lakes will pay the costs of disposal, the disposal facility shall bill the Borough of Mountain Lakes directly for all costs (including taxes and surcharges).

5.14. COMPETENCE OF EMPLOYEES

The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Borough of Mountain Lakes shall notify the contractor and specify how the employee is incompetent or disorderly and the contractor shall take steps to correct and remedy the situation, including disciplinary action if necessary. Any employee who drives or will drive a vehicle in the course of the employee's employment pursuant to the contract must possess a valid New Jersey driver's license for the type of vehicle operated.

5.15. SUPERVISION OF EMPLOYEES

The Contractor shall employ a Superintendent or Foreman who shall have full authority to act for the Contractor. The Contractor shall notify the Contract Administrator, in writing, that a supervisor has been appointed. Such notification shall be given prior to beginning performance of the contract. The Contractor shall promptly notify the Contract Administrator, in writing, of any changes.

5.16. INSURANCE REQUIREMENTS

The Contractor shall take out and maintain in full force and effect at all times during the life of this Contract insurance in conformance with the requirements of N.J.A.C. 7:26H-6.17. The insurance policy shall name the Borough of Mountain Lakes as an Additional Named insured indemnifying the Borough of Mountain Lakes with respect to the Contractor's actions pursuant to the Contract.

5.17. CERTIFICATES

Upon notification by the Borough of Mountain Lakes, the lowest responsible bidder shall supply to the Contract Administrator, within five days of notification, a certificate of insurance as proof that the insurance policies required by these specifications are in full force and effect.

5.18. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the Borough of Mountain Lakes from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Borough of Mountain Lakes on any of the aforesaid claims that may result or arise directly or indirectly, from or by reason of the performance of the contract or from any act or omission by the Contractor, its agents, servants, employees or subcontractors and that results in any loss of life or property or in any injury or damage to persons or property.

6.2 CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901 APPROVAL LETTER

Name B AND B Disposals LLC

Complete Address 470 Hillside Avenue, Hillside NJ 07205

Telephone Number (877) 465-4433

Certificate Number SW 2666

Date. 05/15/2007

ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER

Attached.

**This Certificate is
Non-Transferable**



JON S. CORZINE
Governor

State of New Jersey
DEPARTMENT OF ENVIRONMENTAL PROTECTION
County Environmental and Waste Enforcement
Bureau of Solid and Hazardous Waste Regulation
PO Box 422
Trenton NJ 08625-0422

LISA P. JACKSON
Commissioner

**CERTIFICATE
of
PUBLIC CONVENIENCE AND NECESSITY**

**HEREBY ISSUED TO: B AND B DISPOSALS, LLC
174 BLANCHARD STREET
NEWARK, NEW JERSEY 07105**

SW NUMBER: SW2666

**FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS
DEFINED IN N.J.S.A. 13:1E-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY**

The authority granted shall not exceed that requested in Docket No. **CF2007-024**

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL
OPERATE IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER THE
PROVISIONS OF N.J.S.A. 48:13A-1 ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. FAILURE TO
DO SO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION OR
REVOCAION PURSUANT TO N.J.S.A. 48:13A-9 ET SEQ.

Date of Issue: 5/15/07

John A. Castner
John A. Castner, Director
County Environmental and Waste Enforcement



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION
County Environmental and Waste Enforcement
Bureau of Solid and Hazardous Waste Regulation
PO Box 422
Trenton, NJ 08625-0422
Tel (609) 984-2080
Fax (609) 984-6874

JON S. CORZINE
Governor

LISA P. JACKSON
Commissioner

IN THE MATTER OF THE APPLICATION OF B) SOLID WASTE
AND B DISPOSALS, LLC FOR A CERTIFICATE) ORDER
OF PUBLIC CONVENIENCE AND NECESSITY) DOCKET NO. CF2007-024
FOR THE COLLECTION OF SOLID WASTE) SW NUMBER SW2666

(SERVICE LIST ATTACHED)

On April 18, 2007 B and B Disposals, LLC, a limited liability company formed under the laws of the State of New Jersey with an address of 174 Blanchard Street, Newark, New Jersey 07105 filed a petition with the Department of Environmental Protection (Department) pursuant to N.J.S.A. 48:13A-6, for a Certificate of Public Convenience and Necessity (Certificate) to engage in the business of solid waste collection.

Pursuant to the provisions of N.J.S.A. 48:13A-6, persons are not permitted to engage in the solid waste collection or solid waste disposal business unless they hold a Certificate, are qualified by experience, training or education, are able to furnish proof of financial responsibility and the proposed collector or disposal system is registered with, and approved by, the Department.

The Applicant proposes to engage in roll-off container service in all counties of New Jersey. The solid waste will be disposed of in accordance with the county's Solid Waste Management Plan.

A copy of the applicant's notice of A-901 approval, dated February 21, 2007, meeting the requirements of N.J.S.A. 13:1E-126 et. seq. has been submitted to the Bureau of Solid and Hazardous Waste Regulation. The Applicant has submitted tariff sheets for these services.

After review of the application as filed, the Department FINDS that the applicant has met the necessary requirements as to financial responsibility, experience and training to be granted a Certificate. Therefore, the Department HEREBY AUTHORIZES the issuance of a Certificate identified as SW No. 2666, to engage in the solid waste collection business in New Jersey as specified herein above. Operations authorized herein are subject to the rights and duties of public utilities as set forth in Title 48, New Jersey Statutes Annotated and Title 7, New Jersey Administrative Code.


This Order shall not limit, prevent, or in any manner affect the authority of the Department or State to institute any proceeding, civil, criminal, regulatory or administrative, in any federal or state court or agency with respect to anti-trust, monopoly or restraint of trade issues, "fitness to serve" the existence of effective competition or other activities of the parties to this proceeding. Nor shall this Order limit, prevent, or in any manner affect the authority of the Department, or any federal or state court or agency.

Should the fitness to serve of the applicant be successfully challenged in any legal and/or administrative proceeding, or should the applicant or its owners, officers or employees be found to have violated any statutory or regulatory provision, the Department hereby reserves its right to amend, change and/or rescind such provisions of this Order, as in its judgement the public good may demand.

Further, this Order grants approval to operate only to the extent consistent with the application and supporting documents incorporated and requested herein by reference. Should B and B Disposals, LLC expand the scope of its solid waste operations without providing the Department with the appropriate notice, the Applicant shall be subject to penalties and fines pursuant to applicable law.

DATED

5/15/07

DEPARTMENT OF ENVIRONMENTAL PROTECTION
BY:

John A. Castner, Director
County Environmental and Waste Enforcement

Service List
B and B Disposals, LLC
Docket No. CF2007-024
SW2666

Robert J. DeGroot, Esq.
56 Park Place
Newark, New Jersey 07102
Telephone 973-643-1930, Fax 973-643-7231

B and B Disposals, LLC
174 Blanchard Street
Newark, New Jersey 07105
Cell phone 973-508-6329, telephone 973-465-4433, fax 973-465-4430
President/Contact Ricky Bamber

Michael DeTalvo, Administrative Analyst 1
Paula Greenberg, Accountant
Roxanne Feasel, Management Assistant
Department of Environmental Protection
Bureau of Solid and Hazardous Waste Regulation
PO Box 422
Trenton, NJ 08625-0422
Telephone 609-984-2080, Fax 609-984-9658

Rai Belonzi, Chief
Department of Environmental Protection
Bureau of Solid Waste Compliance and Enforcement
PO Box 407
Trenton, NJ 08625-0407
Telephone 609-584-4180

Steven Hulse
Division of Law
25 Market Street, PO Box 093
Trenton NJ 08625-0093
Telephone 609-292-6018, Fax 609-341-5031

Gerard D. Burke
Division of Law
25 Market Street, PO Box 093
Trenton NJ 08625-0093
Telephone 609-633-2752

Lieutenant Bernard Woods, NJ State Police
Solid & Hazardous Waste Unit
PO Box 7068
West Trenton NJ 08628
Telephone 609-341-3433



State of New Jersey

Department of Environmental Protection

Bureau of Solid and Hazardous Waste Regulation
401 East State Street 4th floor West Wing
PO Box 422
Trenton, New Jersey 08625-0422
Paula Greenberg
Telephone (609) 984-6852
Fax (609) 984-6874

Solid Waste Number: SW2666
B and B Disposals, LLC

Street Address

174 Blanchard Street
Newark, New Jersey 07105

Mailing Address

174 Blanchard Street
Newark, New Jersey 07105

Cell phone 973-508-6329, telephone 973-465-4433, fax 973-465-4430
Member/Contact Ricky Bamber

Your First Economic Regulation Annual Report will be issued during March 2008 and due May 31, 2008. Direct Telephone (609) 984-6852 Secretary, (609) 984-2080

FOR DECALS CALL (609) 292-7081



FILE

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of County Environmental and Waste Enforcement
Bureau of Solid and Hazardous Waste Regulation
401 E. State Street, P.O. Box 414
Trenton, New Jersey 08625

RON S. CORZINE
Governor

LISA P. JACKSON
Commissioner

Mr. Ricky Bamber, Managing Member
B and B Disposals, LLC
80 Doremus Avenue
Newark, New Jersey 07105

FEB 21 2007

RE: Solid Waste Transporter License

Dear Mr. Bamber:

This is to advise you that the investigative report from the Attorney General required under N.J.S.A. 13:1E-126 et seq. has been received by the Department of Environmental Protection.

Based on our review of the aforementioned investigative report, the Department is hereby issuing this

Solid waste Transporter License to:

B AND B DISPOSALS, LLC

Please be advised that the license hereby issued is a "conditional" license and is modified by the terms and conditions as specified on the attached document as they have been put forth by the Attorney General's Office. Failure to meet the specified conditions will result in the revocation of this license.

This license must be renewed annually by filing the Annual License Update form and any other change of information concerning your company or its operation as required by the Department.

Please be aware that you may be required to obtain a Certificate of Public Convenience and Necessity prior to commencing solid waste business operations. Questions regarding this certificate should be directed to (609) 984-2080. AS you know, any transportation equipment must be registered prior to commencing operations. Questions regarding registration should be directed to (609) 292-7081

Sincerely

Sukhdev Bhalla, Chief
Bureau of Solid and Hazardous
Waste Regulation

LC:07/B&BDisposals-SCnd1:lc
C: Harley Williams, DAG
Rai Belonzi
Michael DeTalvo

6.3 STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND FINANCIAL ABILITY

AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF UNION }

SS: Borough of Mountain Lakes

I, Ricky Bamber (name of Affiant), am the OWNER of the BANDB DISPOSALS LLC (identify relationship to bidder: owner, partner, president or other corporate officer), and

being duly sworn, I depose and say:

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the Borough of Mountain Lakes to award to BANDB DISPOSALS LLC (name of bidder) the contract for solid waste collection and recycling services in the event said bidder is the lowest responsible bidder on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the Borough of Mountain Lakes will rely upon the information provided in the Questionnaire in determining the lowest, responsible bidder to be awarded the contract.
4. I also understand and agree that the Borough of Mountain Lakes may reject the bid proposal in the event that the answer to any of the foregoing questions is false.
5. I do hereby authorize the Borough of Mountain Lakes, or any duly authorized representative thereof, to inquire about or to investigate the answer to any question provided in the Questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish the Borough of Mountain Lakes with any information necessary to verify the answers given.

BANDB DISPOSALS LLC
Name of Firm or Individual

OWNER
Title

[Signature]
Signature

11/24/25
Date

Subscribed and sworn to before me this

24th day of November, 2025

[Signature]
Notary Public of New Jersey
My Commission expires January 29, 2029

TAMARA L. GRAVES
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JANUARY 29, 2029
COMMISSION: #2442503

Note: A partnership must give firm name and signature of all partners. A corporation must give full corporate name and signature of official, and the corporate seal affixed.

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the Borough of Mountain Lakes. Failure to complete this form or to provide any of the information required herein shall result in rejection of the Bid Proposal.

Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years has the bidder been in business as a contractor under your present name?
19 years and 10 months.

2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
NONE

3. Has the bidder failed to perform any contract awarded to it by the Borough of Mountain Lakes under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required. *NO, we have not failed to perform any contracts awarded to us by Borough of Mountain Lakes under current or past names.*

4. Has any officer or partner of the bidder's business ever failed to perform any contract that was awarded to him/her as an individual by the Borough of Mountain Lakes in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required. *NO, we have not ever failed to perform any contract awarded to us by Mountain Lakes Borough.*

5. List all public entity contracts which the bidder or its partners is now performing or for which contracts have been signed, but work not begun. Give the name of the municipality or owner, the amount of the contract and the number of years the contract covers. *Please see attached.*

6. List any government solid waste collection and disposal services contracts that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
Please see attached list.
 - (a) Name of contracting unit;

 - (b) Approximate population of contracting unit;

 - (c) Term of contract from _____ to _____ ;

- (d) How were materials collected?
- (e) Provide location of disposal site or sites and methods used in the disposal of solid waste;
- (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.
7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies.
Attached is Vehicle list.
8. Where can this equipment described above be inspected?
All equipment can be inspected at:
470 Hillside Avenue, Hillside NJ 07205
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications. We currently have all equipment necessary to perform services for Bid. Spec.
10. Describe how you will obtain such equipment if you are awarded the contract. If such equipment is to be leased, provide the name, address and phone number of the lessor. If the equipment is to be purchased, provide the name, address and phone number of the seller. We do not need to obtain, we have all equipment necessary to perform bid. spec.
11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 8, identify where the equipment can be inspected. NO leased or purchase equipment needed, we have all equipment to service bid. spec.
12. List the name and address of three credit or bank references.
- Equipment Finance Group, 975 Oak Street, Eugene OR 97401
- H+H Mack, Gabriel Truck Sales, 80 Green Pond Rd, Rockaway NJ 07866
- Montana Comm Credit Inc., 10555 N 114th St, Suite 103, Scottsdale AZ 85257
13. Supply the most recent annual report, as required to be filed with the Department of Environmental Protection. If the company has recently entered the collection business and has not been required to file an annual report, a financial statement for the most recent year, which includes at a minimum the bidder's assets, shall be submitted, or a financial statement for the most recent year from the bidder's parent company shall be submitted, provided the parent company's financial statement lists the assets of the bidder's company separately. Attached is most Recent Annual Report filed with NJDEP.

14. The Borough has traditionally collected solid waste on a one district per day system with five (5) districts. If the bidder can provide an alternative collection method in lieu of the five district collection method presently in place, describe this alternative collection process. The Bid must be prepared based upon the traditional five districts; any alternate schedule must be prepared as a separate bid for each item following the provided table,

NO alternate collection proposed.

#5 Questionnaire:

- (a) PANYNJ; Newark International Airport
- (b) \$1,011,696.00
- (c) 03/08/24 through 03/07/26 – 2 YEARS

- (a) Township of West Milford NJ
- (b) \$11,465,000.00
- (c) 01/01/2025 through 12/31/29 – 5 YEARS

- (a) Recycle Track Systems Sub-contracted Borough of Hawthorne NJ to us
- (b) \$4,680,000.00
- (c) 05/01/21 through 05/31/26 - 5 YEARS

- (a) Recycle Track Systems Sub-contracted the Borough of Matawan NJ to us
- (b) \$2,520,000.00
- (c) 02/11/21 through 02/10/2026 – 5 YEARS

- (a) Recycle Track Systems Sub-contracted the Borough of Mendham to us
- (b) \$234,480.00
- (c) 01/01/25 through 12/31/25 – 1 YEAR

#6 Questionnaire:

- (a) PANYNJ; Newark International Airport
 - (b) Non-municipal contract, N/A Population
 - (c) 11/08/21 through 03/07/24
 - (d) Material was collected using Roll-off vehicles and Rear-load trash trucks
 - (e) Waste Management 864 Julia Street Elizabeth NJ 07201 and DART 540 Doremus Avenue Newark NJ 07105 / Method: Roll-off and trash trucks were driven to facility and emptied
 - (f) Genaro Pipitone (973)961-6075
-

- (a) Township of West Milford NJ
 - (b) 26,392 population
 - (c) 01/01/15 through 12/31/19
 - (d) Material was collected using Roll-off vehicles and Rear-load trash trucks
 - (e) Waste Management 61-75 Broad Avenue Fairview NJ and Trinity Recycling 116 Iron Mountain Road Mine Hill NJ / Method: Roll-off and trash trucks were driven to facility and emptied
 - (f) Dave Stires (973)558-3009
-

- (a) Borough of Hawthorne NJ
 - (b) 19,235 population
 - (c) 01/01/15 through 03/31/21
 - (d) Material was collected using Rear load trash trucks
 - (e) Waste Management 61-75 Broad Avenue Fairview NJ and Atlantic Coast Fibers 101 7th street Passaic NJ 07055 / Method: Trash trucks were driven to facility and emptied
 - (f) Maureen Cool ((73)427-8397
-

- (a) Township of Lyndhurst NJ
 - (b) 25,580 population
 - (c) 01/01/15 through 03/31/20
 - (d) Material was collected using Rear load trash trucks
 - (e) IWS 375 US-1 Truck Jersey City NJ 07306 / Method: Trash trucks were driven to facility and emptied
 - (f) Krystin Abrus (202)438-5478
-

- (a) Recycle Track Systems Sub-contracted the Borough of Matawan NJ to us

- (b) 9,601 population
 - (c) 02/11/21 through 02/10/2024
 - (d) Material was collected using Roll-off vehicles and rear load trash trucks
 - (e) MCRC 6000 Asbury Avenue, Tinton Falls NJ 07753 / Method: Trash truck and roll off trucks were driven to facility and emptied.
 - (f) Nelson Matos (973)902-6153
-

- (a) Recycle Track Systems Sub-contracted the Township of Livingston to us
 - (b) 30,054 population
 - (c) 09/01/20 through 08/31/23
 - (d) Material was collected using Roll-off vehicles and rear load trash trucks
 - (e) Covanta 183 Raymond Boulevard Newark NJ 07105 and DART 540 Doremus Avenue Newark NJ 07105 / Method: Trash truck and roll off trucks were driven to facility and emptied.
 - (f) Nelson Matos (973)902-6153
-

- (a) Recycle Track Systems Sub-contracted the Borough of Palisades Park to us
 - (b) 20,292 population
 - (c) 01/01/21 through 08/30/23
 - (d) Material was collected using roll-off vehicles and rear-load trash trucks
 - (e) Waste Management 61-75 Broad Avenue Fairview NJ / Method: Rear-load and roll-off trucks were driven to facility and emptied.
 - (f) Nelson Matos (973)902-6153
-

- (a) Recycle Track Systems Sub-contracted the Township of Scotch Plains to us
- (b) 24,405
- (c) 03/22/21 through 03/04/23
- (d) Material was collected using rear-load trucks
- (e) Colgate 12 Industrial Drive New Brunswick NJ 08901 / Method: Rear load trucks were driven to dump facility and emptied.
- (f) Nelson Matos (973)902-6153

- (a) PANYNJ; Marine Terminal Sign Shop
- (b) Non-municipal contract, N/A Population
- (c) 01/02/23 through 01/02/25
- (d) Material was collected using Roll-off vehicles and Rear-load trash trucks
- (e) DART 540 Doremus Avenue Newark NJ 07105/ Method: Roll-off and trash trucks were driven to facility and emptied
- (f) Hector Eugui (973)589-7870

- (a) Recycle Track Systems Sub-contracted the Township of Livingston to us
 - (b) 30,054 population aprox
 - (c) 09/01/20 through 08/31/25
 - (d) Material was collected using Roll-off vehicles and rear load trash trucks
 - (e) Covanta 183 Raymond Boulevard Newark NJ 07105 and DART 540 Doremus Avenue Newark NJ 07105 / Method: Trash truck and roll off trucks were driven to facility and emptied.
 - (f) Nelson Matos (973)902-6153
-

7. State all equipment owned by and/or available to the bidder for use in collection of solid waste and recyclables B AND B Disposals LLC / Equipment List

<u>Make</u>	<u>Year</u>	<u>Capacity</u>	<u>Present Condition</u>	<u>Type</u>	<u>Size</u>	<u>Years of Service</u>	<u>Lease or Own</u>	<u>Lease Expires</u>
Mack	2014	32 cu Yd.	Excellent	Rear Load Compaction	32 cu. Yd.	10	Owned	N/A
Peterbilt	2015	32 cu Yd.	Excellent	Rear Load Compaction	32 cu. Yd.	9	Owned	N/A
Peterbilt	2019	Roll-off	Excellent	Roll-off	Roll-off	5	Owned	N/A
Peterbilt	2019	32 cu Y.	Excellent	Rear Load Compaction	32 cu Yd.	5	Owned	N/A
Peterbilt	2020	32 cu Yd.	Excellent	Rear Load Compaction	32 cu. Yd.	4	Owned	N/A
Peterbilt	2020	32 cu Yd.	Excellent	Rear Load Compaction	32 cu. Yd.	4	Owned	N/A
Mack	2020	28 cu Yd.	Excellent	Rear Load Compaction	28 cu. Yd.	4	Owned	N/A
Mack	2022	28 cu Yd.	Excellent	Rear Load Compaction	28 cu Yd.	2	Owned	N/A
Peterbilt	2021	28 cu Yd.	Excellent	Rear Load Compaction	28 cu Yd.	3	Owned	N/A
Mack	2021	Roll-off	Excellent	Roll-off	Roll-off	3	Owned	N/A
Mack	2022	28 cu Yd.	Excellent	Rear Load Compaction	28 cu Yd.	2	Owned	N/A
Mack	2022	28 cu Yd.	Excellent	Rear Load Compaction	28 cu Yd.	2	Owned	N/A
Kenworth	2025	32 cu yd	Excellent	Rear Load Compaction	32 cu Yd.	-1	Owned	N/A

6.4 BID GUARANTEE

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned,

B&B DISPOSAL LLC 470 Hillside Avenue, Hillside, New Jersey 07205

as Principal, and Evergreen National Indemnity Company 6150 Oak Tree Blvd., STE 440, Independence, OH 44131 as

Surety, are, hereby, held and firmly bound unto the Borough of Mountain Lakes as OWNER in the penal sum of

10% of each bid, not to exceed \$20,000

, for payment of which, well and truly to

be made, we, hereby, jointly and severally bind ourselves, successors and assigns.

Signed 25th day of November, 20 25

The condition of the above obligation is such that whereas the Principal has submitted to the Borough of Mountain Lakes a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for a Solid Waste and Recycling Materials Collection Service for the Borough of Mountain Lakes.

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.

B&B DISPOSAL LLC

[Signature]
Principal

(L.S.)

Evergreen National Indemnity Company

Surety

By: [Signature]

Sarahtha Greifzu; Attorney-in-Fact



6.5

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: B AND B DISPOSALS LLC

Organization Address: 470 Hillside Ave., Hillside NJ 07205

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

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. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

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 no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Ricky Bamber 100%	654 Trenton Avenue Kenilworth NJ 07033

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

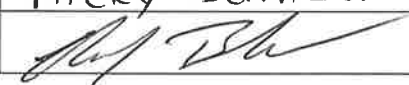
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
NONE, N/A	

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. 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 pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Ricky Bamber, BAUBB Disposal LLC	654 Trenton Ave, Kenilworth NJ 07033

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Borough of Mountain Lakes is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough of Mountain Lakes to notify the Borough of Mountain Lakes in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the Borough of Mountain Lakes to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Ricky Bamber	Title:	OWNER
Signature:		Date:	11/24/2025

6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF UNION }

s.s.: Borough of Mountain Lakes

I, Ricky Bamber (name of affiant), of the City of Kenilworth
in the State of New Jersey, being of full age and duly sworn according to law, on my oath depose and say that:

I am employed by the firm of BAND B DISPOSALS LLC (name of bidder), the bidder submitting the Bid Proposal for the above named project, in the capacity of OWNER (title of affiant), and I have executed the Bid Proposal with full authority to do so. Further, the bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or other wise take any action in restraint of free, competitive bidding in connection with the above named project. All statements contained in said Bid Proposal and in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Mountain Lakes rely upon the truth of the statements contained in this affidavit and in said bid Proposal in awarding the contract for the said project.

I further warrant that no person or selling agency 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 bona fide employees or bona fide established commercial or selling agencies maintained by the BAND B DISPOSALS LLC (name of bidder).

BAND B DISPOSALS LLC OWNER
Name of Firm or Individual Title
[Signature] 11/24/2025
Signature Date

Subscribed and sworn to before me this
24th day of November 2025.

[Signature]
Notary Public of New Jersey
My Commission expires JANUARY 29 2029.

TAMARA L. GRAVES
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES JANUARY 29, 2029
COMMISSION: #2442503

6.7

CONSENT OF SURETY

A performance bond will be required from the successful contractor on this project, and consequently, all bidders shall submit, with their bid, a consent of surety in substantially the following form:

To: The Borough of Mountain Lakes

Re: B&B DISPOSAL LLC

(Contractor)

THE COLLECTION, REMOVAL, AND DISPOSAL OF SOLID WASTE, BULK WASTE, AND DESIGNATED RECYCLABLES

(Municipal Waste/Recycling Contract)

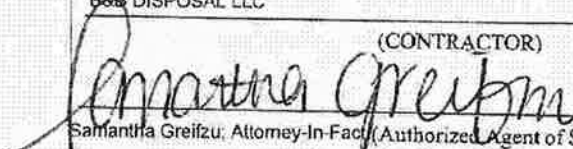
This is to certify that the Evergreen National Indemnity Company

(Surety Company)

will provide to the Borough of Mountain Lakes a performance bond in the full amount of awarded contract in the event that said contractor is awarded a contract for the above project.

B&B DISPOSAL LLC

(CONTRACTOR)


Samantha Greifzu, Attorney-In-Fact (Authorized Agent of Surety Company)

11/25/2025

(Date)



**CONSENT OF SURETY MUST BE SIGNED BY AN AUTHORIZED AGENT
OR REPRESENTATIVE OF A SURETY COMPANY AND NOT BY THE
INDIVIDUAL OR COMPANY REPRESENTATIVE SUBMITTING THE BID.**

EVERGREEN NATIONAL INDEMNITY COMPANY
Independence, Ohio

POWER OF ATTORNEY

Bond No. 590098

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint:

SAMANTHA GREIFZU, JULIE HOLLAND

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof, PROVIDED, however, that the obligation of the Company under this Power of Attorney shall not exceed TWENTY FIVE MILLION AND 00/100 DOLLARS (\$25,000,000.00)

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of April, 2024.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: [Signature]
Robert W. Shepard, President
By: [Signature]
David A. Canzone, CFO

Notary Public)
State of Ohio)

SS:

On this 1st day of April, 2024, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Robert W. Shepard and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



WILLIAM J. KOVAL, JR.
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date.
Section 147.03 R.C.

By: [Signature]
William J. Koval, Jr., Notary Public
My commission has no expiration date
Section 147.03 R.C.

State of Ohio)

SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio, this 25th day of November, 2025



[Signature]
Wan C. Collier, Secretary

Prohibited Russia-Belarus Activities & Iran Investment Activities

Person or Entity

B AND B Disposals LLC

Part 1: Certification

COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

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

<https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf>
www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

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

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

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

CONTRACT AWARDS AND RENEWALS



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

Part 2: Additional Information

CONTRACT AMENDMENTS AND EXTENSIONS



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

IF UNABLE TO CERTIFY



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

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

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

Part 3: Certification of True and Complete Information

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

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

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

Full Name (Print)	Ricky Bamber, BANDB Dispasak LLC	Title	OWNER
Signature		Date	11/24/2025

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Borough of Mountain Lakes, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (*42 U.S.C. §121 01 et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

6.10

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: BAND B DISPOSALS LLC

By: 
(Signature)

Name of above: Ricky Bamber
(Print)

Title: OWNER

Date: 11/24/2025

6.11

BUSINESS REGISTRATION CERTIFICATE

PLEASE PLACE A COPY OF THE CORPORATION NJ BUSINESS REGISTRATION CERTIFICATE

Enclosed / Attached

02/13/18

Taxpayer Identification# 204-383-218/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
B AND B DISPOSALS LLC

TRADE NAME:

ADDRESS:
**470 HILLSIDE AVENUE
HILLSIDE NJ 07205**
EFFECTIVE DATE:

SEQUENCE NUMBER:
1407804

ISSUANCE DATE:
02/13/18

05/02/08


Director
New Jersey Division of Revenue

FORM-BRC

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

6.12 BID PROPOSAL

Proposal for Solid Waste Collection beginning January 1, 2023.

Borough of Mountain Lakes

I or We Ricky Bamber

of B AND B Disposals LLC

470 Hillside Avenue
ADDRESS

Hillside NJ 07205
CITY, STATE, ZIP

hereby agree to provide complete performance in accordance with the Contract and Specifications for the Prices listed on the Proposal Sheets.

NOTE:

Bidders are required to sign all Option Proposal sheets.

Bidders are invited to bid on all or any Option Proposal.


Signature

Affix seal if a corporation.

OWNER
Title

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: B AND B Disposals LLC
(Name of Bidder)

By: 
(Signature of Authorized Representative)

Name: Ricky Bamber
(Print or Type)

Title: OWNER

Date: 11/24/2025

6.14 PROPOSED OPTIONS

BASE BID

Home Side collection of solid waste and recyclable materials from residential and municipal sources. One (1) pickup per week for each residence based upon 5 zones. Municipal pickup includes five (5) day per week for Borough Hall and minimum one (1) day per week for Department of Public Works.

Four times per year bulk waste curbside pickup.

OPTION 1A - 3 Year - BASE BID - BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL

YEAR	5 District Collection			Alternate Collection		
	SOLID WASTE	RECYCLING	TOTAL	SOLID WASTE	RECYCLING	TOTAL
1	375,000. ⁰⁰	355,000. ⁰⁰	730,000. ⁰⁰	NO BID	Alternate	
2	385,000. ⁰⁰	365,000. ⁰⁰	750,000. ⁰⁰	NO BID	Alternate	
3	392,000. ⁰⁰	371,000. ⁰⁰	763,000. ⁰⁰	NO BID	Alternate	
TOTAL	1,152,000. ⁰⁰	1,091,000. ⁰⁰	2,243,000. ⁰⁰			

B AND B Disposals LLC

Name of Firm


Signature

11/24/25
Date

BASE BID

Home Side collection of solid waste and recyclable materials from residential and municipal sources. One (1) pickup per week for each residence based upon 5 zones. Municipal pickup includes five (5) day per week for Borough Hall and minimum one (1) day per week for Department of Public Works.

Four times per year bulk waste curbside pickup.

OPTION 1B - 3 Year - BASE BID - CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE MATERIAL

YEAR	5 District Collection				Alternate Collection		
	SOLID WASTE	RECYCLING	TOTAL		SOLID WASTE	RECYCLING	TOTAL
1	NO BID	NO BID			NO BID	NO BID	
2	NO BID	NO BID			NO BID	NO BID	
3	NO BID	NO BID			NO BID	NO BID	
TOTAL	NO BID	NO BID			NO BID	NO BID	

B AND B Disposals LLC

Name of Firm


Signature

11/24/2025
Date

BASE BID

Home Side collection of solid waste and recyclable materials from residential and municipal sources. One (1) pickup per week for each residence based upon 5 zones. Municipal pickup includes five (5) day per week for Borough Hall and minimum one (1) day per week for Department of Public Works.

Four times per year bulk waste curbside pickup.

OPTION 1C – 5 Year - BASE BID – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL

YEAR	5 District Collection			Alternate Collection		
	SOLID WASTE	RECYCLING	TOTAL	SOLID WASTE	RECYCLING	TOTAL
1	375,000. ⁰⁰	355,000. ⁰⁰	730,000. ⁰⁰	NO BID	Alternate	
2	385,000. ⁰⁰	365,000. ⁰⁰	750,000. ⁰⁰	NO BID	Alternate	
3	392,000. ⁰⁰	371,000. ⁰⁰	763,000. ⁰⁰	NO BID	Alternate	
4	399,000. ⁰⁰	377,000. ⁰⁰	776,000. ⁰⁰	NO BID	Alternate	
5	403,000. ⁰⁰	383,000. ⁰⁰	786,000. ⁰⁰	NO BID	Alternate	
TOTAL	1,954,000. ⁰⁰	1,851,000. ⁰⁰	3,805,000. ⁰⁰			

BAND B Disposals LLC
Name of Firm


Signature

11/24/2025
Date

BASE BID

Home Side collection of solid waste and recyclable materials from residential and municipal sources. One (1) pickup per week for each residence based upon 5 zones. Municipal pickup includes five (5) day per week for Borough Hall and minimum one (1) day per week for Department of Public Works.

Four times per year bulk waste curbside pickup.

OPTION 1D – 5 Year - BASE BID – CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE MATERIAL

YEAR	5 District Collection			Alternate Collection		
	SOLID WASTE	RECYCLING	TOTAL	SOLID WASTE	RECYCLING	TOTAL
1						
2	NO BID			NO BID		
3						
4	NO BID			NO BID		
5						
TOTAL						

B AND B Disposals LLC

Name of Firm


Signature

11/24/2025
Date

OPTION 2 – Five (5) day per week collection during School Year/ Two (2) day per week pickup during Summer Session of solid waste and recyclable material from four (4) schools

OPTION 2B – 3 Year - BOARD OF EDUCATION - CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE MATERIAL

Five Day per week - School Year /Two day per week – Summer Session Collection

YEAR	SOLID WASTE	RECYCLING	TOTAL
1	NO BID	NO BID	
2	NO BID	NO BID	
3	NO BID	NO BID	
TOTAL			

BAND B Disposals LLC
Name of Firm


Signature

11/24/2025
Date

OPTION 2 - Five (5) day per week collection during School Year/ Two (2) day per week pickup during Summer Session of solid waste and recyclable material from four (4) schools

OPTION 2A – 3 Year – BOARD OF EDUCATION – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL

Five day per week - School Year /Two day per week – Summer Session Collection

YEAR	SOLID WASTE	RECYCLING	TOTAL
1	9,000.00	9,000.00	18,000.00
2	10,000.00	10,000.00	20,000.00
3	11,000.00	11,000.00	22,000.00
TOTAL	30,000.00	30,000.00	60,000.00

B AND B Disposals LLC

Name of Firm


Signature

11/24/2025
Date

OPTION 2 – Five (5) day per week collection during School Year/ Two (2) day per week pickup during Summer Session of solid waste and recyclable material from four (4) schools.

OPTION 2C – 5 Year - BOARD OF EDUCATION – BOROUGH RETAINS OWNERSHIP OF RECYCLABLE MATERIAL

Five day per week - School Year /Two day per week – Summer Session Collection

YEAR	SOLID WASTE	RECYCLING	TOTAL
1	9,000.00	9,000.00	18,000.00
2	10,000.00	10,000.00	20,000.00
3	11,000.00	11,000.00	22,000.00
4	12,000.00	12,000.00	24,000.00
5	13,000.00	13,000.00	26,000.00
TOTAL	55,000.00	55,000.00	110,000.00

B AND B Disposals LLC
Name of Firm


Signature

11/24/2025
Date

OPTION 2 – Five Day (5) per week collection during School Year/ Two (2) day per week pickup during Summer Session of solid waste and recyclable material from four (4) schools

OPTION 2D – 5 Year - BOARD OF EDUCATION - CONTRACTOR ASSUMES OWNERSHIP OF RECYCLABLE MATERIAL

Five day per week - School Year /Two day per week – Summer Session Collection

YEAR	SOLID WASTE	RECYCLING	TOTAL
1			
2	NO BID		
3			
4	NO BID		
5			
TOTAL			

B AND B Disposals LLC
Name of Firm


Signature

11/24/2025
Date

7. CONTRACT DOCUMENTS

7.1. CONTRACT

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 Jersey, 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 agrees to perform all of the work described in the Request for Proposals and agrees to comply with all the terms therein, for the price or prices submitted in the Proposal. Said prices shall be full compensation for the services to be provided, 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 Contractor will commence the services to be provided on the date stipulated and shall provide said services shall be provided in a continuous manner for the contract period.

3. The Contractor will furnish all of the equipment, fuel, labor and all else necessary to provide the services described herein. The Contractor shall provide said services in an expeditious, continuous, and substantial manner, to the satisfaction of the Borough.

4. The Contractor agrees to provide all of the service 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 services provided, 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 Request for Proposals, the Proposals submitted and attached hereto, the Notice of Award and/or any other General Requirements.

6. The Contract Documents enumerated above are hereby made party of this Contract as though they were physically attached hereto, and by execution of this Contract the Contractor acknowledges that he has examined, and is familiar with the contents of the said Contract Documents.

7. The Owner will make payments to the Contractor in the manner and at such times as set forth in the Contract Documents, in such amounts as required by the Contract Documents.

8. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

9. 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:97-2 subsequent to September 13, 1977.

10. By execution of this Contract, the Contractor acknowledges that he has examined, and is familiar with, the proposed work.

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.

Attest:

BOROUGH OF MOUNTAIN LAKES

By: _____

Attest:

(Name of Contractor)

By: _____

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

7.2. PERFORMANCE BOND

FORM SUPPLIED BY
CONTRACTOR

7.3. CERTIFICATE OF INSURANCE

**FORM SUPPLIED BY
CONTRACTOR**

7.4. AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY }

COUNTY OF } s.s.: BOROUGH OF MOUNTAIN LAKES

I, _____ (name of affiant), of the City of _____

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

I am employed by the firm of _____ (name of bidder), the bidder submitting the Bid Proposal for the above named project, in the capacity of _____ (title of affiant), and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127.

Name of Firm

Title

Signature

Date

Subscribed and sworn to before me this

____ day of ____ 20____.

Notary Public of

My Commission expires _____, 20_____.

ATTACHMENT #1 - Procurement and Service Contract - Mandatory Language

P.L. 1975, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND 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, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates 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, sex, affectional or sexual orientation;

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

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

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

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

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

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

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

Attachment #2 - VEHICLE DEDICATION AFFIDAVIT

STATE OF NEW JERSEY }
COUNTY OF } SS: Borough of Mountain Lakes

I, _____ am the _____ of the _____,

and being duly sworn, I depose and say:

All statements contained in this affidavit are true and correct and made with full knowledge that the State of New Jersey and the Borough of Mountain Lakes rely upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

At all times during the performance of the collection contract, I agree to commit, for use only in the in the Borough of Mountain Lakes, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. I further warrant that in the event that dedication of vehicles for use only in the Borough of Mountain Lakes is not feasible, that the Borough of Mountain Lakes will not be responsible for disposal costs for waste generated outside the Borough of Mountain Lakes.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle the Borough of Mountain Lakes to damages arising therefrom.

Name of Firm

Title

Signature

Date

Subscribed and sworn to before me this

_____ day of _____ 20_____.

Notary Public of

My Commission expires _____, 20_____.

ATTACHMENT #3 - MUNICIPAL WASTE SOURCES

RESIDENTIAL SOURCES:

Single family	1,397
Multi-family	0
Apartment/Condominiums	69
Total	1466
Containers	35 Gallon or 50 Pound weight limit

COMMERCIAL SOURCES:

Total	Not applicable
-------	----------------

INSTITUTIONAL SOURCES:

Schools	4 Public Schools
Total	4
Containers	Provided by Vendor

MUNICIPAL SOURCES:

Municipal buildings	2 units – Borough Hall & DPW facility
Total	2
Containers	Containers to be provided by Vendor

POPULATION: Approximately 4,400 with no significant changes projected in the next five years.

AREA: 3.1 square miles

TOTAL ROAD MILES: Approximately 27 road miles

TONNAGE REPORT :

Solid Waste:

	<u>TONS</u>
2024	1,394
2023	1,374
2022	1,332
2021	1,337
2020	1,293

Recyclable Materials:

Commingled

	<u>TONS</u>
2021	218
2020	311
2019	263

Paper/cardboard

	<u>TONS</u>
2021	178
2020	303
2019	318

ATTACHMENT #4 - BULK PICKUP GUIDELINES

A. Bulk Waste is generally defined as "Type 13" Solid Waste, and more locally restricted to the following materials pursuant to the Municipal Code of the Borough of Mountain Lakes:

1. Furniture;
2. Toys;
3. Mattresses limited to two (2) per address;
4. Wood, inclusive of replaced/repared wood fencing sections, and other wood products limited further to two (2) thirty-two (32) gallon containers with pieces cut into three-foot pieces per address.
5. Rugs and Carpeting (cut into 3-foot sections)
6. Lawn furniture (non-metal);
7. Wood doors;
8. Storm Windows (non-metal);
9. Storm Doors (non-metal);
10. Items generated by a homeowner while conducting minor repairs not requiring a zoning or construction permit.

B. Bulk waste shall be further defined so as to explicitly restrict and prohibit the following materials from collection pursuant to the Municipal Code of the Borough of Mountain Lakes:

1. Electronic Waste;
2. Ashes;
3. Dirt;
4. Tree Trunks;
5. Stumps;
6. Branches;
7. Brush;
8. Leaves;
9. Household Garbage;
10. Pool filters;
11. Railroad ties;
12. Rocks and stones;
13. Asphalt;
14. Concrete;
15. Closed-Top Drums;
16. Automobile Parts;
17. Appliances (i.e.: refrigerators, washers, dryers, and alike metal products);
18. Paint;
19. Chemicals;
20. Any materials resulting from demolition, alteration, or repair of buildings by a contractor or homeowners which would require a zoning or construction permit.

Bulk waste collected pursuant to paragraph B of this Subsection shall not exceed five hundred (500) pounds per address per pickup.

**NJDEP - CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY
(CPCN)**


**ANNUAL UTILITY REPORT
FOR SOLID WASTE
COLLECTORS/TRANSPORTERS
AND BROKERS**

CALENDAR YEAR 2024

DUE JUNE 2, 2025

**Note: This CPCN Annual Utility Report is NOT the Annual A-901
Update submitted to the Attorney General's Office!**

Printed and/or Scanned Copies of this report will not be accepted

Before you begin this report make sure this file is opened in Adobe Acrobat 

What you need to know about the:**2024 CPCN ANNUAL UTILITY REPORT:**

The 2024 CPCN Annual Utility Report has been divided into separate parts: Section A for Collector/Transporter Operations and Section B for Broker Operations.

The 2024 CPCN Annual Utility Report (“Annual Report”) is due no later than **JUNE 2, 2025**

You are **required** to submit this report even if your company had **no activity** during calendar year 2024 **OR** if you discontinued service during calendar year 2024.

If you have discontinued service during calendar year 2024, you are required to report all revenue generated as of the date of discontinuance.

This report is NOT the Annual A-901 update which you are required to submit separately to the Office of the Attorney General.

REVIEW AND ASSESSMENT OF THE CPCN ANNUAL UTILITY REPORT

Your CPCN Annual Utility Report will be reviewed for completeness, verified, and approved by NJDEP.

An annual fee assessment will be calculated at the rate of $\frac{1}{4}$ of 1% of your reported gross operating revenue with a \$600 minimum fee. The Department of Treasury, Division of Revenue will mail your invoice to you directly. Please promptly pay this fee assessment directly to the Division of Revenue and include the invoice with your payment.

Do Not Send Your Payments to the NJDEP

It is important that you submit payment promptly as NJDEP is required to refer all overdue fees to Collections within 90 days of the date the fee is assessed.

PROMPTLY MAIL BOTH THE INVOICE AND YOUR PAYMENT DIRECTLY TO TREASURY AT THE ADDRESS LISTED BELOW:

New Jersey Department of Treasury
Division of Revenue
PO Box 417
Trenton NJ 08646-0417

**If you have any questions about the 2024 CPCN Annual Utility Report please contact the
Bureau of Planning & Licensing
Phone: (609) 984 - 4250
E-mail: swutility@dep.nj.gov**

ELECTRONIC SIGNATURE & DIGITAL NOTARY REQUIRED:

All signatures in this report must be affixed using the electronic signature method within Adobe Acrobat Reader. In addition, a digital notarization is required pursuant to N.J.S.A. 12A:12-11.

Digital Notary Explanation: The State of New Jersey allows an electronic signature of a person authorized to perform notary services for a record that is made under oath. This CPCN Annual Utility Report includes an oath to be made by the "Proprietor, Partner, President or other principal officer of the utility."

FAILURE TO FILE A COMPLETED CPCN ANNUAL UTILITY REPORT:

You must submit a **COMPLETED** CPCN Annual Utility Report and pay the appropriate assessment, or your company may be subject to any/all of the following:

- A hold placed on your company's registered decals.
- Your company may be subject to penalties.
- Your company may have its CPCN **revoked** in accordance with N.J.A.C. 7:26H-5.15(f)1.

If you no longer wish to participate in New Jersey's solid waste industry, please fill out the Notice of Surrender form found at the end of this report and mail as directed.

- **Note: If you surrender, you may still be required to pay the annual utility assessment for the previous calendar year.**

2024 CPCN ANNUAL UTILITY REPORT CHECKLIST:

- DOWNLOAD THE CPCN ANNUAL UTILITY REPORT AND INSTRUCTIONS FOR COMPLETING THE REPORT AT: <https://www.state.nj.us/dep/dshw/swpl/cpcn.html>
- This report must be downloaded to your computer and completed using the fillable PDF file. Paper copies of the CPCN Annual Utility Report will no longer be accepted.
- This report must be completed and returned, electronically signed and notarized, even if there was no solid waste activity in calendar year 2024.
- Type your **CPCN SW number** (4-digits, beginning with 0, 1, 2 or 3) at the upper right-hand corner of Page 2. The SW number will automatically be entered on each subsequent page.
- File this report in the solid waste utility's certificate name *exactly* as shown on the CPCN.
- COMPLETE EVERY QUESTION. Indicate "N/A" for all questions that are not applicable to your company and its operations.
- ELECTRONICALLY SIGN and NOTARIZE this CPCN Annual Utility Report as per the instruction manual (Section 2E- page 4).
- Keep a copy of this CPCN Annual Utility Report for your records pursuant to N.J.A.C. 7:26H-1.20.
- Submit a Customer List (if applicable – see page 11 for instructions for collectors/transporters, and page 23 for instructions for brokers). Customer Lists for companies that are Collectors/Transporters and Brokers must be submitted on separate pages that may be attached using the **Attach Files** button on those pages.
- Accurately report Gross Operating Revenue. Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services for certain types of solid waste (defined on page 5).

**YOU ARE REQUIRED TO E-MAIL THE COMPLETED, SIGNED, AND NOTARIZED
CPCN ANNUAL UTILITY REPORT TO: swutility@dep.nj.gov**

GROSS OPERATING REVENUE **REPORTABLE AND NON-REPORTABLE REVENUE**

The Gross Operating Revenue generated from the collection or brokering of solid waste in New Jersey is required to be reported in the Collector/Transporter and Broker Utilities CPCN Annual Utility Report in accordance with N.J.S.A. 48:2-60:

Reportable Waste includes revenue derived from the collection/transportation, brokering, and/or disposal of the following solid waste types:

Waste Type ID 10, 12, 13, 13C, 23, 25, 27, 27A and 27I

(See next page for detailed descriptions of Waste Types)

- That is **generated in NJ** and directly transported to a disposal facility **in or out of NJ**.
- That is **generated in NJ** and transported to a transfer station, landfill, incinerator, or rail carrier in NJ.
- That is residual waste (waste remaining after recyclable material has been removed) from a transfer station/material recovery facility and directly transported to a disposal facility in or out of NJ, or transported to a rail carrier in NJ.
- Important Note: If you have an A-901 you cannot claim “self-generated” waste. Self-generators are exempt from holding an A-901 license and must be registered as such with the NJDEP Transportation Oversight Unit. Solid waste that is considered “self-generated” as in demolition and construction **IS** considered reportable waste for all companies that hold a CPCN.

NON-REPORTABLE GROSS OPERATING REVENUE:

- Waste not generated in NJ
- ID 72 Bulk liquid and semi-liquids
- ID 73 Septic tank clean-out wastes
- ID 74 Liquid sewage sludge
- Grease Trap Waste disposed at sewage treatment plant
- Waste collected from a NJ transfer station or rail carrier and directly transported out of NJ for disposal
- Recyclable material hauled to a recycling facility
- Hazardous Waste
- Medical Waste

NEW JERSEY ADMINISTRATIVE CODE N.J.A.C. 7:26-2:13

(g) Waste identification and definition of solids includes the following:

1. Solid wastes; waste ID number and definitions:

- i. **10 Municipal** (household, commercial and institutional): Waste originating in the community consisting of household waste from private residences, commercial waste which originates in wholesale, retail or service establishments, such as, restaurants, stores, markets, theatres, hotels and warehouses, and institutional waste material originated in schools, hospitals, research institutions and public buildings.
- ii. **12 Dry sewage sludge:** Sludge from a sewage treatment plant which has been digested and dewatered and does not require liquid handling equipment.
- iii. **13 Bulky waste:** Large items of waste material, such as appliances and furniture. Discarded automobiles, trucks and trailers and large vehicle parts, and tires are included under this category.
- iv. **13C Construction and demolition waste:** Waste building material and rubble resulting from construction, remodeling, repair, and demolition operations on houses, commercial buildings, pavements and other structures. The following materials may be found in construction and demolition waste: treated and untreated wood scrap; tree parts, tree stumps and brush; concrete, asphalt, bricks, blocks and other masonry; plaster and wallboard; roofing materials; corrugated cardboard and miscellaneous paper; ferrous and non-ferrous metal; non-asbestos building insulation; plastic scrap; dirt; carpets and padding; glass (window and door); and other miscellaneous materials; but shall not include other solid waste types.
- v. **23 Vegetative waste:** Waste materials from farms, plant nurseries and greenhouses that are produced from the raising of plants. This waste includes such crop residues as plant stalks, hulls, leaves and tree wastes processed through a wood chipper. Also included are non-crop residues such as leaves, grass clippings, tree parts, shrubbery and garden wastes.
- vi. **25 Animal and food processing wastes:** Processing waste materials generated in canneries, slaughterhouses, packing plants or similar industries, including animal manure when intended for disposal and not reuse. Also included are dead animals. Animal manure, when intended for reuse or composting, is to be managed in accordance with the criteria and standards developed by the Department of Agriculture as set forth at N.J.S.A. 4:9-38.
- vii. **27 Dry industrial waste:** Waste materials resulting from manufacturing, industrial and research and development processes and operations, and which are not hazardous in accordance with the standards and procedures set forth at 7:26G. Also included are nonhazardous oil spill cleanup waste, dry nonhazardous pesticides, dry nonhazardous chemical waste, and residue from the operations of a scrap metal shredding facility.
- viii. **27A** Waste material consisting of asbestos or asbestos containing waste.
- ix. **27I** Waste material consisting of incinerator ash or ash containing waste.

(h) Waste identification and definition of liquids include the following:

1. Liquid wastes; waste ID number and definitions:

- i. **72 Bulk liquid and semiliquids:** Liquid or a mixture consisting of solid matter suspended in a liquid media which is contained within, or is discharged from, any one vessel, tank or other container which has the capacity of 20 gallons or more. Not included in this waste classification are septic tank clean-out wastes and liquid sewage sludge.
- ii. **73 Septic tank clean-out wastes:** Pumpings from septic tanks and cesspools. Not included are wasted from a sewage treatment plant.
- iii. **74 Liquid sewage sludge:** Liquid residue from a sewage treatment plant consisting of sewage solids combined with water and dissolved materials.

**2024 CPCN ANNUAL UTILITY REPORT FOR
COLLECTORS/TRANSPORTERS AND BROKERS**

FILL IN ALL INFORMATION BELOW:

CHECK ALL THAT APPLY:

- COLLECTOR/TRANSPORTER
 BROKER

1. INFORMATION

***Required: Working Contact Information**

*OFFICIAL COMPANY NAME: B AND B Disposals LLC
(This is the name registered with the Division of Commercial Recordings)

*EMAIL: info@bandbdisposal.com

*STREET ADDRESS: 470 Hillside Avenue

*CITY, STATE, ZIP Hillside New Jersey 07205

*FEIN (or LAST 4# OF SS# FOR SOLE PROPRIETOR): 20-4383218

*OFFICE TELEPHONE: (877)465-4433

*CELL PHONE: (973)508-6329 FAX NUMBER: (908) 258-7128

WEBSITE: www.bandbdisposal.com

*BILLING/MAILING ADDRESS: CHECK HERE IF SAME AS ABOVE:

STREET ADDRESS: PO Box 40

CITY, STATE, ZIP Kenilworth New Jersey 07033

2. LIST OFFICERS AND EQUITY HOLDERS:

*Name	<u>Ricky Bamber</u>	*Title	<u>Owner</u>	*Equity	<u>100</u>
Name		Title		Equity	
Name		Title		Equity	

3. NAME OF REGISTERED AGENT (Out of State Companies) : N/A

STREET ADDRESS: _____

CITY, STATE, ZIP _____

TELEPHONE: _____

CELL PHONE: _____ FAX NUMBER: _____

4. **VEHICLE INFORMATION FOR YOUR SOLID WASTE TRANSPORTATION EQUIPMENT:**

Provide the **number** of solid waste vehicles that require NJDEP issued decals owned and/or operated (include leased vehicles) by the CPCN holder as of **December 31, 2024**.

- 0 NO EQUIPMENT
- 2 CABS (does not hold waste)
- 100 CONTAINERS (roll off)
- 20 SINGLE UNIT VEHICLES (eg. pickup trucks, vans, dump truck)
- 0 TRAILERS

5. **VEHICLE LOCATION:** Provide the address of the location of where your solid waste vehicles are stored.

Address:

470 Hillside Avenue

City, State, Zip:

Hillside NJ 07205

6. **DID YOUR COMPANY USE A SOLID WASTE BROKER SERVICE?** NO YES:
If **YES** please see Page 16.

7. **DOES YOUR COMPANY OR ITS PRINCIPALS HAVE ANY CURRENT OR OUTSTANDING JUDGMENTS AND/OR LIENS?** NO YES: You must provide the information below for EACH (label and attach a separate page if necessary):

Name: N/A

Address: _____

City, State, Zip: _____

Provide a brief description: _____

Check here if additional pages are attached

8. **HAS ANY EMPLOYEE, ASSOCIATE, OFFICER, OR EQUITY HOLDER HAD THEIR SOLID WASTE OPERATING AUTHORITY REVOKED OR SUSPENDED IN NEW JERSEY OR NEW YORK?** NO YES: You must provide the name and details concerning this revocation or suspension (label and attach a separate page if necessary):

Name: N/A

Address: _____

City, State, Zip: _____

State(s) the revocation or suspension occurred: _____

Provide a brief description: _____

Check here if additional pages are attached

9. **DID YOUR COMPANY SUBCONTRACT SOLID WASTE SERVICES TO ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2024?** NO YES:

You must provide the information below for EACH subcontract (label and attach a separate page if necessary):

“Subcontractor” is any person who engages in the storage, collection, processing, transfer, treatment, or disposal of solid waste *through the use, control or possession of any solid waste vehicle*, pursuant to an oral or written agreement entered into with a prime contractor.

Subcontractor (Solid Waste Hauler Used)	Gross Revenue Received from Customer *	Total Amount Paid to Subcontractor (Hauler)

*Please note the amounts entered in this column will be automatically added to your gross revenue on page 21.

10. **DID YOUR COMPANY ACCEPT AN OFFER TO SUBCONTRACT SOLID WASTE SERVICES FOR ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2024?** NO YES:

You must provide the information below for EACH subcontracting job that your company performed in 2024 (label and attach a separate page if necessary):

Prime Contractor (Solid Waste Hauler that Hired Your Company)	County of Subcontracting Job	Total Amount Received from Prime Contractor **
Recycle Track Systems, L	Somerset	\$ 6,117.15
Recycle Track Systems, L	Middlesex	\$ 18,946.48
Recycle Track Systems, L	Morris	\$ 161,053.92
Recycle Track Systems, L	Hudson	\$ 245,491.62

**Please note the amounts entered in this column will NOT link to your gross revenue and must be reported accordingly on the disposal page.

DESCRIPTION OF BUSINESS

Provide a detailed description of your business in the space below. Include the type of business and all solid waste services offered by your company.

DO NOT INDICATE "N/A" ON THIS PAGE

Collection and Disposal of Solid Waste and Recycling Materials, Servicing Municipal and Commercial Contracts. Providing roll-off container services to General Contractors, Businesses and Homeowners.

9. **DID YOUR COMPANY SUBCONTRACT SOLID WASTE SERVICES TO ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2024?** NO YES:

You must provide the information below for EACH subcontract (label and attach a separate page if necessary):

“Subcontractor” is any person who engages in the storage, collection, processing, transfer, treatment, or disposal of solid waste *through the use, control or possession of any solid waste vehicle*, pursuant to an oral or written agreement entered into with a prime contractor.

Subcontractor (Solid Waste Hauler Used)	Gross Revenue Received from Customer *	Total Amount Paid to Subcontractor (Hauler)

*Please note the amounts entered in this column will be automatically linked to your gross revenue on page 21.

10. **DID YOUR COMPANY ACCEPT AN OFFER TO SUBCONTRACT SOLID WASTE SERVICES FOR ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2024?** NO YES:

You must provide the information below for EACH subcontracting job that your company performed in 2024 (label and attach a separate page if necessary):

Prime Contractor (Solid Waste Hauler that Hired Your Company)	County of Subcontracting Job	Total Amount Received from Prime Contractor **
Recycle Track Systems, L	Monmouth	\$ 597,756.00
Recycle Track Systems, L	Passaic	\$ 925,061.22
Recycle Track Systems, L	Essex	\$ 1,076,816.25

**Please note the amounts entered in this column will NOT link to your gross revenue and must be reported accordingly on the disposal page.

Section A:

The following section must be completed by Solid Waste Collectors/Transporters. This includes any CPCN holder that has registered solid waste vehicles and/or collects/transport and disposes of solid waste at solid waste disposal facilities.

Solid Waste Brokers are not required to complete Section A and should continue on to Section B of this report (page 23).

SECTION A

TARIFF UPDATE (2024)

****Form must be completed by ALL SOLID WASTE COLLECTOR/ TRANSPORTERS****

This tariff contains the terms and conditions and schedules of rates governing the services furnished by a public utility and holder/applicant of a Certificate of Public Convenience and Necessity for the collection of solid waste pursuant to N.J.A.C. 7:26H-4.2(a).

Please fill in **ALL** information below:

1. TERRITORY SERVED:

Solid waste collection services provided by this solid waste utility are in the counties of:
(check all that apply)

Check all that apply

- | | | |
|--|---|--|
| <input type="checkbox"/> All New Jersey Counties | <input type="checkbox"/> Gloucester | <input checked="" type="checkbox"/> Passaic |
| <input type="checkbox"/> Atlantic | <input checked="" type="checkbox"/> Hudson | <input type="checkbox"/> Salem |
| <input checked="" type="checkbox"/> Bergen | <input type="checkbox"/> Hunterdon | <input checked="" type="checkbox"/> Somerset |
| <input type="checkbox"/> Burlington | <input type="checkbox"/> Mercer | <input type="checkbox"/> Sussex |
| <input type="checkbox"/> Camden | <input checked="" type="checkbox"/> Middlesex | <input checked="" type="checkbox"/> Union |
| <input type="checkbox"/> Cape May | <input checked="" type="checkbox"/> Monmouth | <input type="checkbox"/> Warren |
| <input type="checkbox"/> Cumberland | <input checked="" type="checkbox"/> Morris | |
| <input checked="" type="checkbox"/> Essex | <input type="checkbox"/> Ocean | |

By filing this updated Tariff Document, the company named above agrees to conform with all rules and regulations promulgated by the District Solid Waste Management Plans and the NJ Department of Environmental Protection in accordance with N.J.S.A. 48:13A-1 et seq., and N.J.S.A. 13:1E-1 et seq.

2. HOURS OF OPERATION:

	<input type="checkbox"/> MON	<input type="checkbox"/> TUES	<input type="checkbox"/> WED	<input type="checkbox"/> THURS	<input type="checkbox"/> FRI	<input type="checkbox"/> SAT	<input type="checkbox"/> SUN
HOURS:	___ AM	___ AM	___ AM	___ AM	___ AM	___ AM	___ AM
	___ PM	___ PM	___ PM	___ PM	___ PM	___ PM	___ PM

OR: 24 HRS / 7 DAYS A WEEK
 24 HRS / 7 DAYS A WEEK OTHER THAN THE HOLIDAYS LISTED BELOW

On which Holidays do you **NOT** provide services? :

New Years Day, Christmas Day, Thanksgiving Holiday

When a scheduled collection day occurs on a listed holiday, collection will be made on the next scheduled collection day. In those cases where collection is scheduled on one collection-per-week basis, collection will be made as soon as possible.

SECTION A

3. PROVIDE A BLANK SAMPLE INVOICE AND ATTACH TO REPORT

Attach Files

4. SPECIAL CHARGES ON INVOICE: (ex: late fees, fuel, paper billing, mileage)
 None, N/A

5. METHOD OF BILLING:

Please list the billing and payment procedures (example: invoicing)

All Municipal/Commercial billing is done the 1st of every month, all one-time customers are billed upon dumping container

6. TYPES OF SERVICE AND DETAILS

Any disposal fees must be a part of the invoice and separate from the services charge
N.J.A.C. 7:26H-4.4(b)(3)

Type of Service	Capacity of truck/container	Rate (fee amount / service)
<i>Examples: roll off, pick up, container rental</i>	<i>Examples: 10 yards, 100 tons</i>	<i>Examples: (\$/week) (\$/ton) (\$/pick up)</i>
Roll-off	10 yd	\$300 service fee + \$/ton
Roll-off	20 yd	\$300 service fee + \$/ton
Roll-off	30 yd	\$300 service fee + \$/ton
Roll-off	40 yd	\$300 service fee + \$/ton
Roll-off	20 - 30 yd self contained units	\$300 service fee + \$/ton

7. ADDITIONAL INFORMATION: Provide any other pertinent Tariff information or explanations:

None, N/A

INSTRUCTIONS FOR CUSTOMER LISTS/CUSTOMER SERVICE AREA INVENTORY:

Customer information must be provided in accordance with N.J.A.C 7:26H- 5.9(c):
Customer lists must contain all of the names and addresses for each (regularly scheduled) residential, commercial, industrial, and institutional customer.

CUSTOMER LIST FORMAT

The list should be organized by municipality and sequentially numbered and set forth in numerical order by street address with the streets set forth in alphabetical order. Additionally, the Department is requesting the frequency of service, a description of service and the rates charged:

****All Customer Lists submitted to the Department are confidential and not subject to public review N.J.A.C 7:26H-5.9(c)(4)****

SAMPLE

<u>Customer #</u>	<u>Name</u>	<u>Address</u>	<u>Service Provided</u>	<u>Rate Charged</u>	<u>Frequency of Service</u>
1.	ABC	One A Street, Allentown, NJ 10000	Roll off	Amount / Service	weekly
2.	DCE	One B Street, Allentown, NJ 10000	Curb side pick up	Amount / Service	2x month
1.	FGH	One A Street, Basking Ridge, NJ 20000	Container rental	Amount / Service	On call
2.	IJK	One B Street, Basking Ridge, NJ 20000	Roll off	Amount / Service	3 x month

Regularly Scheduled Customers: Residential (NOT INCLUDING MUNICIPAL CONTRACTS), commercial and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly. Provide the number of customers in the appropriate column for each corresponding county (page 15). **These customers must be provided to the department as part of a separate customer list.**

On-Call Customers: Customers that are provided solid waste collection services on an "on-call" basis. According to N.J.A.C. 7:26H-5.9, **if solid waste collection services were provided more than one time during the year, even though the service locations varied, then these on-call customers must be included on a customer list.**

One-time Customers: Customers that were provided solid waste collection services one time during the year. **You do not need to include these customers in your customer list.**

Municipal Contracts/Residential Contracts: A contract between a municipality and a collector for solid waste collection services. Provide the municipality, the county in which the Municipality is located, and the approximate number of customers that the contract covers.

****If a customer list is required, please submit as an attachment using the "Attach Files" button below. ****

Attach Files

CUSTOMER SERVICE AREA INVENTORY

MUST BE INCLUDED ON A CUSTOMER LIST

County	# of Scheduled Residential	# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers (SERVICE PROVIDED ONCE WITHIN YEAR)
Atlantic	0	0	0	0	0
Bergen	0	0	0	2	2
Burlington	0	0	0	0	0
Camden	0	0	0	0	0
Cape May	0	0	0	0	0
Cumberland	0	0	0	0	0
Essex	1	0	0	10	3
Gloucester	0	0	0	0	0
Hudson	0	0	0	6	3
Hunterdon	0	0	0	0	0
Mercer	0	0	0	0	0
Middlesex	0	0	0	1	3
Monmouth	1	0	0	0	0
Morris	1	0	0	2	0
Ocean	0	0	0	0	0
Passaic	1	0	0	1	1
Salem	0	0	0	0	0
Somerset	0	0	0	1	1
Sussex	0	0	0	0	0
Union	0	0	0	10	4
Warren	0	0	0	0	0

Municipal/ Residential Contracts

if you need more space, you may create your own spreadsheet using this format and attach it to this report.

Municipality	County	Approximate # of Customers
Township of Mendham	Morris	2062
Township of Livingston	Essex	10719
Borough of Matawan	Monmouth	3890
Borough of Hawthorne	Passaic	7709

SECTION A

BROKERS USED IN 2024

If your company has **USED** Solid Waste Broker Services, please provide the information below for calendar year 2024. You may prepare your own spreadsheet containing the below information in the same format: "Brokers" are defined as a person or entity *who for direct or indirect compensation* arranges agreements between a business concern and its customers for the collection, transportation, treatment, storage, recycling, processing, transfer or disposal of solid waste.

A	B	C	D	E
Name of Solid Waste Broker	Address: Street, City, State and Zip	Does your company have an on-going contract with this Broker ?	Broker's CPCN SW #	Total Amount of Payment Received from Broker
Recycle Track Systems, LLC	447 Madison Avenue, Suite 600, New York NY 10022	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	SW <u>3276</u>	3031240.22
		<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
		<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	

SECTION A

RELATED COMPANIES

List all related companies that operate in New Jersey and any related out-of-state disposal facilities where New Jersey solid waste is sent. **Please include related brokers, collection companies, disposal facilities, truck leasing companies, or real estate leasing companies.**

COMPANY NAME AND ADDRESS None, N/A	TYPE OF SERVICE RELATED COMPANY PERFORMS	TOTAL FEE PAID TO RELATED COMPANY DURING 2024



READ THIS PAGE **ENTIRELY** BEFORE CONTINUING

INSTRUCTIONS FOR REPORTING DISPOSAL INFORMATION – PAGE 20
SAMPLE DISPOSAL PAGE FOUND ON PAGE 19

1. **Name and Address of Disposal Facility Used During 2024:** Provide the name of the facility that your company has used to dispose of the waste collected by your company. Provide the address of the facility.
2. **Facility Type:** Circle one.
TS – *Transfer Station*. LF – *Landfill*. RC – *Rail Carrier*. RRF – *Resource Recovery Facility/ Incinerator*
3. **Waste Type:** Provide the Waste Type ID.
 - ID 10 Municipal (includes household, commercial and institutional)
 - ID 12 Dry Sewage Sludge
 - ID 13 Bulky Waste
 - ID 13C Construction and demolition waste
 - ID 23 Vegetative waste
 - ID 25 Animal and food processing waste
 - ID 27 Dry industrial waste (e.g. “dirty dirt”)
 - ID 27A Waste material consisting of asbestos or asbestos containing waste
 - ID 27I Waste consisting of incinerator ash or ash containing waste
4. **County Origin of Waste:** The New Jersey county from which your company has collected the waste. DO NOT RECORD MORE THAN ONE COUNTY IN EACH SPACE.
5. **Total Tons Picked up in County:** The total tons of waste your company has collected from the corresponding county.
6. **Total Tons Disposed at Facility:** The total tons of solid waste that your company disposed at the facility for the year 2024.
7. **Total Amount of Disposal Fee Paid to Facility:** The total amount your company was charged to dispose of solid waste at the corresponding facility. This information can be found on receipts or on origin and disposal forms obtained from the disposal facility.
8. **Recycling Tax Paid:** Collectors/transporters disposing of solid waste generated/collected in NJ to an *out of state* facility, or at a *rail carrier* within NJ are subject to a \$3 per ton recycling tax.
9. **Gross Revenue:** Should not be reported as an estimate; value must be true. Do not subtract “Recycling Tax” or “Total Amount of Disposal Fee Paid to Facility” to determine Gross Revenue. Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses. **Gross Operating Revenues consist of reportable revenues as described on Page 5, which are derived from customer bills, fees, sales, and services.**

If you require additional pages to report your disposal information, please use the "Duplicate This Page" at the bottom of the Disposal Information page.

DISPOSAL INFORMATION

****Sample Page****

Name and Address of Disposal Facilities Used in 2024	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
ABC TRANSFER STATION, 300 NORMAL AVE, TRENTON NJ	TS LF RC RRF	13	BURLINGTON	500	500	31,000	NA	75,000
"	TS LF RC RRF	13	MERCER	700	700	43,400	NA	85,000
"	TS LF RC RRF	10	BURLINGTON	200	200	12,400	NA	24,000
COUNTY SAN. LANDFILL, 234 TRASH WAY, TRENTON NJ	TS LF RC RRF	10	BURLINGTON	1000	1000	71,000	NA	150,000
"	TS LF RC RRF	10	MERCER	750	750	53,250	NA	100,000
OUT OF STATE LANDFILL, 54 JUNK DRIVE, PITTSBURGH, PA	TS LF RC RRF	10	MERCER	1000	1000	60,000	3000 (\$3 PER TON)	150,000
	TS LF RC RRF							
	TS LF RC RRF							
Total Gross Revenue:								584,000

SECTION A

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2024: (see sample page 19 for an example of a completed page)

Facility Type: TS – Transfer Station. LF – Landfill. RC – Rail Carrier. RRF – Resource Recovery Facility/ Incinerator

Gross Revenue: Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses.

Name and Address of Disposal Facilities Used in 2024	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
Bridgewater Resources Inc 15 Polhemus Lane, Bridgewater NJ	TS RC <input checked="" type="checkbox"/> LF RRF <input type="checkbox"/>	13	Somerset	17.36	17.36	2431.85	0	23272.00
Bridgewater Resources Inc 15 Polhemus Lane, Bridgewater NJ	TS RC <input checked="" type="checkbox"/> LF RRF <input type="checkbox"/>	13	Middlesex	12.52	12.52	1682.61	0	22103
Gaëla Recycling, 278 W Railway Av	TS RC <input checked="" type="checkbox"/> LF RRF <input type="checkbox"/>	10	Passaic	76099	76099	0	0	888000
MCNUA 110 Edwards Road, Parsippany NJ	TS RC <input checked="" type="checkbox"/> LF RRF <input type="checkbox"/>	13	Morris	71.63	71.63	7968.80	239.04	60908
MCNUA 110 Edwards Road, Parsippany NJ	TS RC <input checked="" type="checkbox"/> LF RRF <input type="checkbox"/>	10	Morris	1502.66	1502.66	0	0	166356
MCRC, 600 Asbury Avenue, Tinton Falls NJ	TS RC <input checked="" type="checkbox"/> LF RRF <input type="checkbox"/>	10	Monmouth	3456.04	3456.04	0	0	504000
MCRC, 600 Asbury Avenue, Tinton Falls NJ	TS RC <input checked="" type="checkbox"/> LF RRF <input type="checkbox"/>	13	Monmouth	33.41	33.41	4196.30	125.88	75456
IWS 375 Route 1 & 9 Jersey City NJ	TS RC <input checked="" type="checkbox"/> LF RRF <input type="checkbox"/>	13	Hudson	873.08	873.08	100563.32	3016.89	347497

Total Gross Revenue:

2087592

Calculate Totals

Duplicate This Page

SECTION A

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2024: (see sample page 19 for an example of a completed page)

Facility Type: TS – Transfer Station. LF – Landfill. RC – Rail Carrier. RRF – Resource Recovery Facility/ Incinerator

Gross Revenue: Gross Revenue is the total amount of money the collector has received from the collection of solid waste before any deductions from taxes, disposal fees, and any other associated expenses.

Name and Address of Disposal Facilities Used in 2024	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
IWS 375 Route 1 & 9 Jersey City NJ	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Bergen	15.24	15.24	1783.32	53.49	32623
IWS 375 Route 1 & 9 Jersey City NJ	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Passaic	64.83	64.83	7577.51	227.32	90097
Waste Management 623 Front Street, Elizabeth NJ	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Union	118.37	118.37	13805.38	414.16	168843
IWS, 540 Doremus Avenue, Newark NJ 07105	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	10	Passaic	327.19	327.19	35048.68	1051.44	248902
IWS, 540 Doremus Avenue, Newark NJ 07105	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	10	Middlesex	71.88	71.88	7775.56	233.25	90715
IWS, 540 Doremus Avenue, Newark NJ 07105	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	10	Somerset	4.69	4.69	499.86	14.99	710
IWS, 540 Doremus Avenue, Newark NJ 07105	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	10	Bergen	.41	.41	101.90	3.05	11119
IWS, 540 Doremus Avenue, Newark NJ 07105	TS <input checked="" type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Essex	3741.97	3741.97	40956.91	1228.70	298906

Total Gross Revenue:

941915

Calculate Totals

Duplicate This Page

SECTION A

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2024: (see sample page 19 for an example of a completed page)

Facility Type: TS – *Transfer Station*. LF – *Landfill*. RC – *Rail Carrier*. RRF – *Resource Recovery Facility/Incinerator*

Gross Revenue: Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses.

Name and Address of Disposal Facilities Used in 2024	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	Recycling Tax Paid	Gross Revenue
Reworld Essex 183 Raymond Blvd, Newark NJ	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input checked="" type="checkbox"/>	13	Essex	11863.42	11863.42	0	0	936000
Allegro Sanitation 278 Secaucus Road	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Union	20.63	20.63	2979.95	809.37	13820
Allegro Sanitation 278 Secaucus Road	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Bergen	4062	4.62	489.72	14.69	1700
Allegro Sanitation 278 Secaucus Road	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Hudson	128.99	128.99	15306.60	459.18	170765
Allegro Sanitation 278 Secaucus Road	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>	13	Passaic	54.96	54.96	5835.46	175.06	38354
	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>							
	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>							
	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>							
	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>							
	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>							
	TS <input type="checkbox"/> LF <input type="checkbox"/> RC <input type="checkbox"/> RRF <input type="checkbox"/>							

Total Gross Revenue:

1160639

Calculate Totals

Duplicate This Page

**GROSS OPERATING REVENUE BY COUNTY FOR SOLID
WASTE COLLECTION/TRANSPORTATION SERVICES**

Please provide the Gross Operating Revenues derived from any solid waste collected/transported in any New Jersey county during 2024.

TOTAL AMOUNT COLLECTED FROM EACH COUNTY SHOULD ADD UP TO TOTAL GROSS OPERATING REVENUE.

Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses.

Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services.

County	2024 Collector Gross Revenue
Atlantic	0
Bergen	45442
Burlington	0
Camden	0
Cape May	0
Cumberland	0
Essex	1234906
Gloucester	0
Hudson	518262
Hunterdon	0
Mercer	0
Middlesex	112818
Monmouth	579456
Morris	227264
Ocean	0
Passaic	1265353
Salem	0
Somerset	23982
Sussex	0
Union	182663
Warren	0
Subcontracts (from pg 9)	0

Total Gross Operating Revenue During Calendar Year 2024:

4,190,146.00

Collector Total

Calculate Totals

END OF SECTION A

Section B:

The following section must be completed by Solid Waste Brokers who manage, administer and arrange through a contract or other means, for compensation, the solid waste needs of clients, utilizing other licensed collectors/transporters, in all counties of New Jersey.

Solid Waste Collectors/Transporters who do not have a Solid Waste Broker license, should continue on to page 30 (“Certifications”).

INSTRUCTIONS FOR CUSTOMER INFORMATION/CUSTOMER LISTS FOR BROKERS

Customer information must be provided in accordance to N.J.A.C 7:26H- 5.9(c): Customer lists must contain all of the names and addresses for each (regularly scheduled) residential, commercial, industrial, and institutional customer.

**** SW Brokers are regulated utilities subject to the Solid Waste Utility Control Act N.J.A.C 7:26H and therefore are required to submit a customer list****

CUSTOMER LIST FORMAT

The list should be organized by municipality and sequentially numbered and set forth in numerical order by street address and the streets set forth in alphabetical order. Additionally, the Department is requesting the frequency of service, a description of service and the rates charged.

**** All Customer Lists submitted to the Department are confidential and not subject to public review N.J.A.C 7:26H-5.9(c)(4)****

SAMPLE

<u>Customer #</u>	<u>Name</u>	<u>Address</u>	<u>Service Provided</u>	<u>Rate Charged</u>	<u>Frequency of Service</u>
1.	ABC	One A Street, Allentown, NJ 10000	Roll off	Amount / Service	weekly
2.	DCE	One B Street, Allentown, NJ 10000	Curb side pick up	Amount / Service	2x month
1.	FGH	One A Street, Basking Ridge, NJ 20000	Container rental	Amount / Service	On call
2.	IJK	One B Street, Basking Ridge, NJ 20000	Roll off	Amount / Service	3 x month

Regularly Scheduled Customers: Residential (NOT INCLUDING MUNICIPAL CONTRACTS), commercial and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly. **These customers must be provided to the department as part of a separate customer list.**

On-Call Customers: Customers that are provided solid waste collection services on an "on-call" basis. According to N.J.A.C. 7:26H-5.9, **if solid waste collection services were provided more than one time during the year, even though the service locations varied, then these on-call customers must be included on a customer list.**

One-time Customers: Customers that were provided solid waste collection services one time during the year. **You do not need to include these customers in your customer list.**

****If a customer list is required, please submit as an attachment using the "Attach Files" button below or on the next page. ****

Attach Files

SECTION B

CUSTOMER SERVICE AREA INVENTORY FOR BROKERS

MUST BE INCLUDED ON A CUSTOMER LIST					
County	# of Scheduled Residential	# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers <small>(SERVICE PROVIDED ONCE WITHIN YEAR)</small>
Atlantic					
Bergen					
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth					
Morris					
Ocean					
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

Attach Files

SECTION B

COLLECTORS/TRANSPORTERS USED IN 2024

Provide the information below for collectors/transporters hired through brokering services during the calendar year of 2024 for EACH COUNTY. If you need additional space you may duplicate this page with the "Duplicate This Page" button below:

_____ COUNTY (LIST ONLY 1 COUNTY PER FORM)

A	B	C	E
Solid Waste Hauler Used	Does your company have and on-going contract with this Collector/Transporter?	CPCN Number (SW#) of Solid Waste Hauler Used	Total Amount Paid to Hauler
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	SW _____	

**GROSS OPERATING REVENUE BY COUNTY FOR
BROKERING SERVICES**

Please provide the Gross Operating Revenues derived from all solid waste broker services in New Jersey during 2024.

TOTAL AMOUNT COLLECTED FROM EACH COUNTY SHOULD ADD UP TO TOTAL GROSS OPERATING REVENUE.

Gross Revenue is the total amount of money the collector has received from the collection of solid waste *before* any deductions from taxes, disposal fees, and any other associated expenses

Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services.

County	2024 Broker Gross Revenue
Atlantic	
Bergen	
Burlington	
Camden	
Cape May	
Cumberland	
Essex	
Gloucester	
Hudson	
Hunterdon	
Mercer	
Middlesex	
Monmouth	
Morris	
Ocean	
Passaic	
Salem	
Somerset	
Sussex	
Union	
Warren	

Total Gross Operating Revenue During Calendar Year 2024:

0.00

Calculate Totals

Broker Total

END OF SECTION B

CLAIMING ZERO GROSS OPERATING REVENUE FOR COLLECTORS/TRANSPORTERS

Acceptable Reasons for Reporting Zero Gross Operating Revenue

- **Currently Not Operating** – If your company has been inactive in 2024 you must explain why, how long your company has been inactive, and when you intend to resume operation.
- **Collection/Transport/Brokering of Non-Regulated Materials** – Provide details of your operations and provide the solid waste ID or the non-regulated waste that your company collects/transport.
- **Collection/Transport/Brokering of Waste Not Generated in NJ** – Provide details of your operations and the origin of the waste that your company is collecting/transporting.
- **Waste Collected/Brokered to be collected from NJ Transfer Station or Rail Carrier and Transported Out of State** - Provide details of your operations.
- **Other** - Provide a detailed explanation for claiming zero revenue.

Unacceptable Reasons for Reporting Zero Gross Operating Revenue

- **Self-Generated Waste** - Self-generators are exempt from holding an A-901 License and a CPCN. Companies that do hold a CPCN should, therefore, not be reporting waste as “self-generated”.
- **Sub-Contractors**- All utilities holding a CPCN must report revenue regardless of contracting work with other Solid Waste Utilities.

****If you are claiming zero revenue for the calendar year of 2024, see the next page to provide details and certify zero gross operating revenue.****

**CERTIFICATION FOR COMPANIES CLAIMING ZERO
GROSS OPERATION REVENUE**

The certification below should only be completed by CPCN holders that are claiming zero gross operating revenue for calendar year 2024. You must also provide, in detail, the reason you are claiming zero revenue.

ZERO GROSS OPERATING REVENUE CERTIFICATION:

I certify under the penalty of law that this company's reportable Gross Operating Revenue as described on page 5, which are derived from fees, sales, services, and interest from all solid waste collected in NEW JERSEY during 2024 was ZERO dollars (\$0.00).

I also acknowledge that review of financial records of my company may be performed at any time by NJDEP to verify zero gross operating revenue.

I, _____ hold the title of _____ and am
(NAME OF OWNER/AUTHORIZED MEMBER) (TITLE)

duly authorized to sign this CPCN Annual Utility Report showing Zero Gross Operating Revenue on behalf of: _____
(OFFICIAL COMPANY NAME)

Print Name of Owner/Authorized Member

Signature of Owner/Authorized Member

Today's Date

PROVIDE REASON(S) FOR REPORTING ZERO GROSS ANNUAL REVENUE:

Do not indicate "N/A" if claiming zero revenue

CERTIFICATIONS

****Please sign the "Customer Bill of Rights" OR check the box below accordingly****

CUSTOMER BILL OF RIGHTS (If you have **Regularly Scheduled Customers**, read and certify)

Regularly scheduled customers are considered residential, commercial, and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly

I certify under penalty of the law that I have notified each of my Regularly Schedule Customers at least once this year that solid waste collection services in New Jersey are available on a competitive basis as provided in the Customer Bill of Rights and that I have provided each of my customers with a copy of the customer bill of rights in the form set forth at N.J.A.C. 7:26H-5.12(b). **The Customer Bill of Rights may be downloaded at: <http://www.nj.gov/dep/dshw/resource/custbillofrights.pdf>**

I, Ricky Bamber hold the title of Owner and am duly
(NAME OF OWNER/AUTHORIZED MEMBER) (TITLE)

authorized to sign this Customer Bill of Rights on behalf of: B and B Disposals LLC
(OFFICIAL COMPANY NAME)

<u>Ricky Bamber</u>	<u>Ricky Bamber</u> <small>Digitally signed by Ricky Bamber Date: 2025.10.01 08:01:59 -06'00'</small>	<u>10/01/2025</u>
<small>Print Name of Owner/Authorized Member</small>	<small>Signature of Owner/Authorized Member</small>	<small>Today's Date</small>

OR

I DO NOT have Regularly Scheduled Customers

Regularly scheduled customers are considered, commercial, and/or industrial customers that receive solid waste collection services on a regular basis, i.e. weekly, monthly, bi-weekly, bi-monthly.

SAMPLE NOTARY PAGE

The 2023 Annual Utility Report for Solid Waste Collectors/Transporters and Brokers must be verified and certified by the oath of the President or another principal general officer if other than the respondent and must be approved as a "key employee" as defined by N.J.S.A. 13:1E-127(f).

Oath To be made by the Proprietor, Partner, President or other principal officer of the utility:

John Smith

(Insert name of Owner or Officer and Title)

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment" N.J.A.C. 7:26H-5.9(d)

I acknowledge that submitting false information to the Department of Environmental Protection may subject my company to potential enforcement actions, penalties and/or revocation of the A-901 license and CPCN.

John Smith

Digitally signed by John Smith
Date: 2024.03.21 11:03:01 -04'00'

(Signature of Owner or Officer)

State of New Jersey County of Ocean

Sworn to and subscribed before me

this 21 day of March 2024

Sample Notary

Print Name of Notary Public or Officer Authorized to Administer Oath

Sample Notary Digitally signed by Sample Notary
Date: 2024.03.21 11:06:34 -04'00'

Signature of Notary Public or Officer Authorized to Administer Oath

My Commission expires: 4/25/2025

This is an example of a correctly notarized report using the digital signature function. The notary signature must be done in the same manner as the signature of the Owner or Officer.

Instructions: <https://www.nj.gov/dep/dshw/swpl/collector-transporter-instructions-2024.pdf>

VERIFICATION AND OATH FOR
2024 CPCN ANNUAL UTILITY REPORT FILING

NAME OF PERSON COMPLETING THIS FORM:

Ricky Bamber

RELATIONSHIP TO BUSINESS:

Owner

CONTACT NUMBER:

877-465-4433

The 2024 CPCN Annual Utility Report for Solid Waste Collectors/Transporters and Brokers must be verified and certified by the oath of the President or another principal general officer if other than the respondent and must be approved as a "key employee" as defined by N.J.S.A. 13:1E-127(f).

Oath To be made by the Proprietor, Partner, President or other principal officer of the utility:

Ricky Bamber

(Insert name of Owner or Officer and Title)

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment" N.J.A.C. 7:26H-5.9(d)

I acknowledge that submitting false information to the Department of Environmental Protection may subject my company to potential enforcement actions, penalties and/or revocation of the A-901 license and CPCN.

Ricky Bamber

Digitally signed by Ricky Bamber
Date: 2025.10.01 08:03:58 -06'00'

(Signature of Owner or Officer)

State of New Jersey County of Union
Sworn to and subscribed before me
this 1st day of October 2025
Tamara Leigh Graves
Print Name of Notary Public or Officer Authorized to Administer Oath
Tamara L. Graves Digitally signed by Tamara L. Graves
Date: 2025.10.01 08:05:05 -06'00'
Signature of Notary Public or Officer Authorized to Administer Oath
My Commission expires: 01/29/2029



IMPORTANT NOTICE: If your company is NO LONGER in business, please use this form to SURRENDER your A-901, CPCN and Decals, and MAIL to the address below. **DO NOT** submit if your company will continue to engage in NJ's waste industry.

New Jersey Department of Environmental Protection (NJDEP)

Notice of Surrender

A-901 License, Certificate of Public Convenience and Necessity (CPCN) and Waste Transporter Decals

Please read carefully. Legibly print and complete all information below:

COMPANY NAME: _____

COMPANY ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL: _____

NAME OF ALL COMPANY OWNER(S): _____;

_____; _____;

Additional Owners? Please check here and print name(s) on additional sheet

I, _____; hold the title of _____, and hereby
(NAME OF AUTHORIZED OWNER) (TITLE)

notify NJDEP, effective immediately, that I am voluntarily surrendering the A-901 License, CPCN, and all transporter decals issued to _____, and will no longer engage in the
(COMPANY NAME)
solid and/or hazardous waste business in New Jersey. I am fully aware that I must reapply, and be granted a license if I intend to re-enter the waste industry in the future.

I agree with these statements above and certify that I am duly authorized to sign and submit this "Notice of Surrender" on behalf of the company, its owners and members.

Print Name of Authorized Owner

Signature of Authorized Owner

Today's Date

Please check boxes below and fill in the correct NUMBERS as indicated:

- Certificate of Public Convenience & Necessity (CPCN): YES: SW# _____ NO N/A
- NJDEP Solid Waste Transporter Number (SW Hauler ID): YES: SW ID# _____ NO N/A
- NJDEP Hazardous Waste Transporter Number (HW Hauler ID): YES: HW ID# _____ NO N/A
- Does the company have CURRENT Waste Transporter Decals? YES*: #SW: ____; #HW: ____ NO N/A
- Do you have any decal placed on Leased Vehicles/Equipment? YES* NO N/A

*Current transporter decals placed on any **owned or leased containers; vehicles; and/or equipment, are inactive upon signature and must be removed immediately and mailed back to NJDEP at the address below.**

This completed form, and all decals and cab cards should be mailed to:

Roxanne Feasel, NJDEP A-901
401 E. State St., 2nd Floor West Wing
Mail Code: 401-02C, PO Box 420
Trenton, NJ 08625-0420

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

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-2022** to **15-JUN-2029**

B AND B DISPOSALS, LLC
470 HILLSIDE AVENUE
HILLSIDE NJ 07205



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
NOVEMBER 24, 2025
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

CALL TO ORDER AND OPEN PUBLIC MEETINGS ACT STATEMENT

This meeting is being held in compliance with Public Law 1975, Chapter 231, Sections 4 and 13, as notice of this meeting has been reported to The Citizen, the Morris County Daily Record, and The Star Ledger on January 9, 2025 and posted in the municipal building.

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

ROLL CALL ATTENDANCE

Roll Call	<u>Present</u>	<u>Absent</u>		<u>Present</u>	<u>Absent</u>
Cannon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tsai	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Howley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Muilenburg	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Menard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Barnett	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Sheikh	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

FLAG SALUTE

Mayor Barnett led the salute to the flag.

EXECUTIVE SESSION

There was no executive session.

COMMUNITY ANNOUNCEMENTS

Mayor Barnett announced that the annual Christmas tree lighting will be held on December 7th at Kaufmann Park at 5 pm and the annual menorah lighting will be held on December 14th at 5 pm at Kaufmann Park.

Councilmember Cannon announced that the Gingerbread Wonderland event will be held at the Mountain Lakes Library on Saturday, December 6th from 10am-1pm and Sunday, December 7th from 1-4pm.

Deputy Mayor Muilenburg announced that the deadline to enter the Borough's holiday porch/door decorating contest is December 15th.

SPECIAL PRESENTATIONS

There were no special presentations.

REPORTS OF BOROUGH ESTABLISHED BOARDS, COMMISSIONS AND COMMITTEES

There were no reports.

BOROUGH COUNCIL DISCUSSION ITEMS

There were no discussion items.

PUBLIC COMMENT

Mayor Barnett opened the meeting to the public.

There was no one from the public wishing to speak.

ATTORNEY'S REPORT

Borough Attorney Oostdyk reported that the Borough attended a mediation hearing with Fair Share Housing regarding the Borough's Fourth Round Affordable Housing Plan and has reached a tentative agreement. Resolution 171-25, Authorizing the Execution of a Settlement Agreement with the Fair Share Housing Center Concerning the Borough's Fourth Round Affordable Housing Plan, will be removed from tonight's agenda because the Borough has not yet received the proposed agreement.



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
 NOVEMBER 24, 2025
 HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

MANAGER'S REPORT

Borough Manager Stern provided his report (attached).

RESOLUTIONS

There were no resolutions.

ORDINANCES TO INTRODUCE

There were no ordinances to introduce.

ORDINANCES TO ADOPT

There were no ordinances to adopt.

***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. R168-25, Authorizing the Payment of Bills
- b. R169-25, Opposing S-4736 and Supporting Municipal Autonomy in Land Use Planning
- c. R170-25, Authorizing Membership in the New Jersey State Firefighter's Association
- d. R171-25, Authorizing the Execution of a Settlement Agreement with the Fair Share Housing Center Concerning the Borough's Fourth Round Affordable Housing Plan

***APPROVAL OF MINUTES**

11/10/25 (Regular)

***BOARD, COMMITTEE AND COMMISSION APPOINTMENTS**

***Approval of the Consent Agenda**

Council member	M	2nd	Yes	No	Abstain	Absent
Cannon	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Howley	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Menard	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sheikh	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tsai	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Muilenburg	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Barnett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Resolution 171-25, Authorizing the Execution of a Settlement Agreement with the Fair Share Housing Center Concerning the Borough's Fourth Round Affordable Housing Plan was removed from the agenda and not voted on.

DEPARTMENT REPORTS SUBMITTED FOR FILING (reports are included only if checked)

- Construction Department
- Department of Public Works
- Fire Department
- Health Department
- Police Department
- Recreation Department



**MEETING MINUTES OF THE COUNCIL OF THE BOROUGH OF MOUNTAIN LAKES
NOVEMBER 24, 2025
HELD AT BOROUGH HALL, 400 BOULEVARD, MOUNTAIN LAKES, NJ**

- Code Enforcement/Property Maintenance
 Tax Collector

COUNCIL REPORTS

Shade Tree Commission – Mayor Barnett reported that the Borough’s annual tree plantings are scheduled for November 26th.

Affordable Housing Advisory Committee – Deputy Mayor Muilenburg reported that the committee discussed the status of the Borough’s Fourth Round Affordable Housing Plan.

Environmental Commission – Councilmember Howley reported that information on battery disposal was included in the Borough eblast, and the Commission discussed the “Leave the Leaves” campaign.

Woodlands Committee – Deputy Mayor Muilenburg reported that the committee, in conjunction with the Shade Tree Commission, held a Zoom webinar on Beech Leaf Tree Disease on November 19th. The committee also discussed creating an adjunct committee of volunteers to assist with cleanups.

Planning Board - Mayor Barnett reported that the Board heard an application from Speeders Car Wash, requested additional information, and will continue the application in January.

Shared Services Subcommittee – Councilmember Howley reported that the Borough met with the Mountain Lakes Board of Education (BOE) to discuss safety issues, e-bikes, and the turf field project. The Borough also advised the BOE of the potential development at 49 Bloomfield Avenue. In addition, the Borough informed the BOE that it will make every effort to accommodate the schools when Briarcliff Road is paved in the summer of 2026.

PUBLIC COMMENT

Mayor Barnett opened the meeting to the public.

There was no one from the public wishing to speak.

NEXT STEPS AND PRIORITIES

There were no next steps or priorities.

ADJOURNMENT at 7:17P.M.

Motion made by Councilmember Howley, second by Deputy Mayor Muilenburg to adjourn the meeting at 7:17p.m., with all members in favor signifying by “Aye”.

Respectfully Submitted,

Cara Fox, Borough Clerk