## **Platte River Insurance Company**

115 Glastonbury Blvd., Glastonbury, CT 06033

## **BID BOND**

Bond Number \_41432862

KNOW ALL PERSONS BY THESE PRESENTS,

That we, <u>Blue Diamond Disposal</u>, <u>Inc...</u> (hereinafter called the "Principal"), as Principal, and the Platte River Insurance Company of Madison, Wisconsin a corporation duly organized under the laws of the State of <u>Nebraska</u> (hereinafter called the "Surety"), as Surety, are held and firmly bound unto <u>Township of Pequannock</u> (hereinafter called the "Obligee"), in the sum of <u>10% NTE 20,000.00</u> (\$\_\_\_\_\_\_), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Recycling Collection Service.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of June., 2020.

This bond automatically expires ninety (90) days from the original bid date.

Blue Diamond Disposal, Inc.

(Print Name of Principal)

(Seal)

(Signature of Officer of the Principal)

(Print Name of Officer of the Principal and Title)

Platte River Insurance Company

Signature of Attorney(In-Fact)

Timothy J. Wagner Attorney-In-Fact (Print Name of Attorney-in-Fact and title)

(Witness)

		• • • • • • • • • • • • • • • • • • • •

## **CONSENT OF SURETY**

The Platte River Insurance Company as Surety, A Corporation organized and existing under the laws of the State of Nebraska and licensed to do business in the State of New Jerseyhereby consents and agrees that if the accompanying proposal of Blue Diamond Disposal.

To: Township of Pequannock

For Recycling Collection Service

be accepted and contract awarded, the said Platte River Insurance Company will become bound as Surety and will execute standard performance and payment bonds in the amount called for by **Township of Pequannock** conditioned for the proper and faithful fulfillment of said contract.

Platte River Insurance Company

By: Jinstly Johnson
Timothy J. Wagner, Attorney-In-Fact

			,	

## NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION (pursuant to N.J.S.A. 2A: 44-143)

Platte River Insurance Company surety on the attached bond, hereby certifies the following:

- 1. The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Banking & Insurance.
- 2. The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2019:

Surety Company Platte River Insurance Company Capital and Surplus \$51,824,634

the foregoing

which amounts have been certified as indicated by the certified public accountants, Ernst & Young LLP, 155 N. Upper Wacker Drive, Chicago, IL 60606, and are included in the Annual Statements on file with the New Jersey Department of Banking & Insurance, 20 West State Street, PO Box 325, Trenton, NJ 08625-0325.

- 3. Platte River Insurance Company has a current rating from A.M. Best Company of A (Excellent).
- 4. Platte River Insurance Company has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, the underwriting limitation per bond established therein on July 1, 2019 is \$4,967,000.
- 5. The amount of the bond to which this statement and certification is attached is

10% of the Amount Bid Not to Exceed \$20,000.

## Certificate

I Timothy J. Wagner as Attorney-In-Fact for Platte River Insurance Company (Name of Agent)
a corporation admitted in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoin
statements made by me are true and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.  (Signature of Certifying Agent)
Timothy J. Wagner
(Printed Name of Certifying Agent)
Attorney-In-Fact
(Title of Certifying Agent)
06/19/2020
(Date)

## PLATTE RIVER INSURANCE COMPANY POWER OF ATTORNEY

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41432862

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

TIMOTHY J WAGNER; TED A MCLOUD

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000------

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to 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 power 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 or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 3rd day of May, 2017.

Aftest:

John E. Rzepinski

Vice President, Treasurer & CFO

Surprise on Breadbard

Suzanne M. Broadbent Assistant Secretary

STATE OF WISCONSIN S.S.:

STATE OF WISCONSIN

COUNTY OF DANE

PLATTE RIVER INSURANCE COMPANY

Stephen J. Sills CEO & President

On the 3<sup>rd</sup> day of May, 2017 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

SHOT RECEIVED

David Q. Regela

David J. Regele Notary Public, Dane Co., WI My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 19th day of June

SEAL

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General Counsel, Vice President & Seccretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.

PR-POA (Rev. 16-2017)



## State of New Jersey Department of Banking and Insurance

## CERTIFICATE OF AUTHORITY

Date: May 01, 2019

NAIC COMPANY CODE: 18619

THIS IS TO CERTIFY THAT THE PLATTE RIVER INSURANCE COMPANY OF OMAHA, NEBRASKA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF May, 2020, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 Fire and Allied Lines
- 02 Earthquake
- 03 Growing Crops
- 04 Ocean Marine
- 05 Inland Marine
- 06 Workers Compensation and Employers Liability
- 07 Automobile Liability Bodily injury
- 08 Automobile Liability Property Damage
- 09 Automobile Physical Damage
- 10 Aircraft Physical Damage
- 11 Other Liability
- 12 Boller and Machinery
- 13 Fidelity and Surety
- 14 Credit
- 15 Burglary and Theft
- 16 Glass
- 17 Sprinkler Leakage and Water Damage
- 18 Livestock
- 19 Smoke or Smudge
- 20 Physical Loss to Buildings
- 26 Accident and Health



MARLENE CARIDE

COMMISSIONER OF BANKING AND INSURANCE

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PLATTE RIVER INSURANCE COMPANY BALANCE SHEET December 31, 2019

## **Admitted Assets**

Cash and invested assets:		
Bonds	\$	136,475,878
Cash, cash equivalents and short-term investments	_	26,786,223
Total cash and invested assets		163,262,101
Investment income due and accrued		822,530
Uncollected premiums and agents' balances in course of collection		4,254,971
Deferred premiums, agents' balances and installments booked but deferred and not yet due		58,660
Amounts recoverable from reinsurers		244,086
Current federal and foreign income tax recoverable and interest thereon		345,461
Net deferred tax asset		2,121,480
Receivables from parent, subsidiaries and affiliates		1,027,574
Other admitted assets	_	43,200
Total admitted assets	\$ _	172,180,063
Liabilities and Surplus as Regards Policyholders		
Liabilities:		
Losses	\$	47,461,731
Reinsurance payable on paid losses and loss adjustment expenses		4,628,658
Loss adjustment expenses		10,166,569
Commissions payable, contingent commissions and other similar charges		1,194,706
Other expenses (excluding taxes, licenses and fees)		92,001
Taxes, licenses and fees (excluding federal and foreign income taxes)		206,403
Unearned premiums		25,097,710
Ceded reinsurance premiums payable (net of ceding commissions)		(1,353,589)
Amounts withheld or retained by company for account of others		32,394,458
Other liabilities		466,782
Total liabilities	=	120,355,429
Surplus as regards policyholders:		
Common capital stock		4,800,000
Gross pald in and contributed surplus		30,739,907
Unassigned funds (surplus)	_	16,284,727
Surplus as regards policyholders	_	51,824,634
Total liabilities and capital and surplus	\$ _	172,180,063
	_	

I, John L. Sennott Jr., CEO and President of Platte River Insurance Company do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2019, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Nebraska. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.

John L. Sennott Jr. CEO & President

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## State of New Jersey

Christine Todd Whitman Governor Department of Environmental Protection

Robert C. Shinn, Jr.

Commissioner

APR 0 1 1999/

Mr. John J. Shortino, Jr. Blue Diamond Disposal, Inc. 5 Brandywine Court Succasunna, New Jersey 07876

CERTIFIED MAIL P839131215 RETURN RECEIPT REQUESTED

RE: Solid Waste Transporter License

N.J.S.A. 13: 1E-126 et seq.

Dear Mr. Shortino:

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 a Solid Waste Transporter License to:

## BLUE DIAMOND DISPOSAL, INC.

This letter will serve as documentation that a solid waste transporter license has been issued. 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.

You may also 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 the Bureau of Solid Waste Regulation at (609) 984-2080. Any transportation equipment must be registered prior to commencing operations. Questions regarding equipment registration of the above license should be directed to the Bureau of Hazardous Waste Regulation at (609) 292-7081.

Sincerely,

Norine Binder, Chief

Bureau of Hazardous Waste Regulation

LC: 99/BBDI:1c

c: Harley Williams

Mike DeTalvo

JOHN SHORTING JR CENTIFIED TO BE A TRUE COPY OF THE OMENAL

New Jersey is an Equal Opportunity Employer

Recycled Paper

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This Certificate is Non-Transferable



State of New Jersey

Department of Environmental Protection

Robert C. Shinn, Jr. Commissioner

Christine Todd Whitman Governor

> Division of Solid and Hazardous Waste Bureau of Solid Waste Regulation PO Box 414 Trenton NJ 08625-0414

> > CERTIFICATE of

PUBLIC CONVENIENCE AND NECESSITY

HEREBY ISSUED TO:

BLUE DIAMOND DISPOSAL, INC.

**5 BRANDYWINE COURT** 

PO BOX 267

SUCCASUNNA NJ 07876

SW NUMBER: SW2098

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 the contract, Docket No. CF04990015

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-1ET SEQ. AND N.J.S.A. 13:1E-1 ET SEQ. FAILURE TO DO SO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR SUSPENSION OR REVOCATION PURSUANT TO N.J.S.A. 48:13A-9 ET SEQ.

Daye)of Issue:

4/14/1999

Frank Coolick, Assistant Director

Division of Solid & Hazardous Waste

JOHN SHONTING JA CENTIFIED TO BE A TAVE

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## State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
ENVIRONMENTAL MANAGEMENT
401 EAST STATE STREET
2<sup>ND</sup> FLOOR, WEST WING
MAIL CODE 401-02C
TRENTON, NJ 08625-0420

BOB MARTIN Commissioner

August 15, 2012

Joseph Ferrante, Jr., Esq. 145 Prospect Street PO Box 1234 Ridgewood, New Jersey 07451-1234

RE: Tariff Update - Blue Diamond Disposal, Inc.

Dear Mr. Ferrante:

This is in response to the tariff update you submitted to the Department of Environmental Protection (Department) on behalf of Blue Diamond Disposal, Inc. (Blue Diamond). Staff has reviewed the tariff update and it will be added to the tariff currently on file with the Department. All additions and changes to the services provided by Blue Diamond described in the updated tariff are now on file with the Department and although Department approval is unnecessary, the Department recognizes that Blue Diamond is authorized to provide those services.

If you have any questions, I can be reached at (609) 984-6825 or by e-mail at Michael.detalvo@dep.state.nj.us.

Sincerely,

Michael DeTalvo, Economic Regulation

michael Devalo

## 12/11/08

Taxpayer Identification# 223-600-408/000

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)292-1730.

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

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

TAXPAYER NAME:

BLUE DIAMOND DISPOSAL, INC.

ADDRESS:

5 HOWARD BLVD MT. ARLINGTON NJ 07856 EFFECTIVE DATE:

09/07/04

TRADE NAME:

SEQUENCE NUMBER:

1087364

ISSUANCE DATE:

12/11/08

DINANDA MARATRI MA

Director

New Jersey Division of Revenue

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		,		



Registration Date:

06/02/2020 06/01/2021

## State of New Jersey

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

## Public Works Contractor Registration Act

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



John Shortino Jr., President Timothy Shortino, Vice-President Joseph Barba, Vice-President



Responsible Representative(s):

Daniel Plaxe, Vice-President Kimberly Diedtrich, Vice-President Peter Barba, Treasurer

Certification 30840

## 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 sald report. This approval will remain in effect for the period of 15-JUN-2020

BLUE DIAMOND DISPOSAL INC

P.O. BOX 267

SUCCASUNNA

NJ 07876

Slup M. Muon

ELIZABETH MAHER MUOIO State Treasurer

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## **OUESTION #5**

Blue Diamond Disposal, Inc. currently provides solid waste collection, recycling collection, vegetative waste collection, and bulky/white metal collection throughout Morris, Sussex, and Warren Counties. Our company provides curbside collection service to over 100,000 households per week. Enclosed for your review is a list of our municipal contracts and related information as requested.

- a. Township of Byram
- b. 8000
- c. 2018-2023
- d. Curbside collection of recyclable materials & trash
- e. ReCommunity (single stream) & Sussex County Landfill
- f. Joe Sabatini Administrator (973) 347-2500
- a. Borough of Mt. Arlington
- b. 4000
- c. 2015-2019
- d. Curbside collection of recyclable materials & trash
- e. ReCommunity (single stream) & Mt. Olive Transfer Station
- f. Carolyn Rinaldi Administrator (973) 398-6832
- a. Borough of Stanhope
- b. 2500
- c. 2018-2023
- d. Curbside collection of recyclable materials & trash
- e. Global Recycling & Sussex County Landfill
- f. Brian McNeilly Administrator (973) 347-0159 Ext. 14
- a. Township of Roxbury
- b. 24,000
- c. 2016-2021
- d. Curbside collection of recyclable materials & trash
- e. ReCommunity (co-mingled), Trinity (mixed paper) & Mt. Olive Transfer Station
- f. John Shepherd Manager (973) 448-2002
- a. Borough of Mendham
- b. 5000
- c. 2017-2020
- d. Curbside bulky collection & curbside collection of recyclables
- e. ReCommunity & Mt. Olive Transfer Station
- f. Joyce Bushman Administrator (973) 543-7152 Ext. 11
- a. Township of Sparta
- b. 18,000
- c. 2014-2019
- d. Curbside collection of recyclable materials & trash
- e. ReCommunity (single stream) & Sussex County Landfill
- f. William Close Manager (973) 729-8485
- a. Town of Morristown
- b. 19,000
- c. 2016-2021
- d. Curbside collection of recyclable materials & trash
- e. Gaeta (co-mingled and mixed paper) & Parsippany Transfer Station
- f. Jillian Barrick Business Administrator

## **QUESTION #6**

Same answer as Question #5 response

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## BLUE DIAMOND DISPOSAL, INC. EQUIPMENT LIST

<u>VEH</u>	ICLE #/TYPE	<u>YEAR</u>	MAKE	TYPE	LICENSE#	DEPE#
109		2005	Mack ·	Roll-off	XE433N	06298
110		2005	Mack-	Roll-off	XE434N	06299
114		2007	Mack	Roll-off	XK448J	06304
115		2008	Mack	Roll-off	XH940P	06305
116		2008	Mack	Roll-off	XBN211	06306
117		2009	Mack	Roll-off	XM408X	06300
118		2009	Mack	Roll-off	XM407X	06301
						-
		,				
242	REL - CNG	2011	Autocar	28 CuYd	XW480N	06309
243	REL - CNG	2011	Autocar	28 CuYd	XW481N	06311
244	REL - CNG	2011	Autocar	28 CuYd	XW482N	06312
245	REL - CNG	2011	Autocar	28 CuYd	XW483N	06310
246	REL - CNG	2012	Autocar	28 CuYd	XY192N	06313 06314
247	REL - CNG	2012	Autocar	28 CuYd	XY193N	06327
248	REL - CNG	2013	Autocar	28 CuYd	XARP13	06327
249	REL - CNG	2012	Autocar	26 Cu i u	XY195N XY196N	06315
250	REL - CNG	2012	Autocar	28 CuYd	XY197N	06317
251	REL - CNG	2012	Autocar	28 CuYd	XY198N	06318
252	REL - CNG	2012	Autocar	28 CuYd 28 CuYd	XY199N	06319
253	REL - CNG	2012	Autocar	28 CuYd	XDSD74	06335
254	REL - CNG	2012	Autocar	28 CuYd	XY201N	06320
255	REL - CNG	2012	Autocar Autocar	28 CuYd	XY819U	06323
256	REL - CNG	2012 2012	Autocar	28 CuYd	XY820U	06324
257	REL - CNG REL - CNG	2012	Autocar	28 CuYd	XY821U	06325
258 259	REL - CNG	2012	Autocar	28 CuYd	XY822U	06326
260	REL - CNG	2013	Autocar	28 CuYd	XARP75	06328
261	REL - CNG	2013	Autocar	28 CuYd	XARP76	06329
262	REL - CNG	2013	Autocar	28 CuYd	XARP77	06330
263	REL - CNG	2015	Autocar	32 CuYđ	XCPL52	06333
264	REL - CNG	2016	Autocar	28 CuYd	XDBV69	06337
265	REL - CNG	2017	Autocar	28 CuYd	XDBV70	06338
266	REL - CNG	2016	Autocar	28 CuYd	XDBV71	06339
267	REL - CNG	2017	Autocar	28 CuYd	XERJ67	06340
268	REL - CNG	2017	Autocar	28 CuYd	XERJ68	06341
269	REL - CNG	2017	Autocar	28 CuYd	XERJ69	06342
270	REL - CNG	2017	Autocar	28 CuYd	XERJ70	06343
271	REL - CNG	2017	Autocar	28 CuYd	XERJ71	06344
272	REL - CNG	2018	Autocar	28 CuYd	XGPD56	24595
273	REL - CNG	2018	Autocar	28 CuYd	XGPD57	24596
274	REL - CNG	2018	Autocar	28 CuYd	XGPD66	24597
275	REL - CNG	2018	Autocar	28 CuYd	XGPE60	24718
			,			

2018	Autocar Autocar	40 CuYd 40 CuYd 40 CuYd 40 CuYd	XDAE82 XGPD58 XGPD59 XGPD60 XGPD55	06347 24591 24592 24593 24594
	•			
2016 2016 2019	Autocar Autocar Autocar	33 CuYd 33 CuYd 33 CuYd	XCHZ30 XDAE43 XGUU88	06334 06336 26384
2006 2006 2007 2012 2015 2015 2015 2015 2015 2015 2015	Dodge Chevy GMC Chevy GMC GMC GMC GMC GMC GMC GMC GMC	Service Service Cont. Dely Service Service Service Service Service Service Service Service	XK400J XH836A XN500H XX773C XBTG40 XBTG41 XBTG46 XBTG47 XBTG48 XBTG45 XGBB52	None None 06296 None 06331 06332
2005 2005 2006 2007 2013 2010	John Deere John Deere Honda  Buick LaCrosse Land Rover Chevy P/L	Wheel Loader Skid Steer Fork Lift Roger	OWNED OWNED OWNED	WMR78P ZSV88L ZYU21S
	2016 2016 2019 2006 2006 2007 2012 2015 2015 2015 2015 2015 2015 2015	2016 Autocar 2016 Autocar 2019 Autocar  2006 Dodge 2006 Chevy 2007 GMC 2012 Chevy 2015 GMC 2015 GMC 2015 GMC 2015 GMC 2015 GMC 2015 GMC 2016 Ford  2007 Buick LaCrosse 2007 Land Rover 2010 Chevy P/U	2016         Autocar         33 CuYd           2016         Autocar         33 CuYd           2019         Autocar         33 CuYd           2006         Dodge         Service           2007         GMC         Cont. Dely           2012         Chevy         Service           2015         GMC         Service           2015         John Deere         Skid Steer           2005         John Deere         Skid Steer           2006         Honda         Fork Lift	2016         Autocar         33 CuYd         XCHZ30           2016         Autocar         33 CuYd         XDAE43           2019         Autocar         33 CuYd         XGUU88           2006         Dodge         Service         XK400J           2006         Chevy         Service         XH836A           2007         GMC         Cont. Dely         XN500H           2012         Chevy         Service         XX773C           2015         GMC         Service         XBTG40           2015         GMC         Service         XBTG41           2015         GMC         Service         XBTG41           2015         GMC         Service         XBTG46           2015         GMC         Service         XBTG47           2015         GMC         Service         XBTG48           2015         GMC         Service         XBTG45           2015         GMC         Service         XBTG45           2019         Ford         Service         XGBB52     Description of the proper

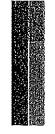
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## BLUE DIAMOND DISPOSAL, INC.

FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

Stuart S. Wagner, CPA

Karen Kohl, CPA Jae Hwang, CPA Brendan Gross, CPA, MBA



## INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Board of Directors and Stockholders of Blue Diamond Disposal, Inc. Mt. Arlington, New Jersey

We have reviewed the accompanying financial statements of Blue Diamond Disposal, Inc. (a New Jersey subchapter "S" corporation), which comprise the balance sheets as of December 31, 2019 and 2018, and the related statements of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

## Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

## Accountant's Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

## Accountant's Conclusion

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

Mills and DeFilippis

Certified Public Accountants, LLP

Mt. Arlington, New Jersey March 11, 2020 111 Howard Blvd • Suite 100 Mt. Arlington, NJ 07856 156 Woodport Road • Suite 1B Sparta, NJ 07871-2393

## BLUE DIAMOND DISPOSAL, INC.

## BALANCE SHEETS AS OF DECEMBER 31, 2019 AND 2018

$\underline{ASSETS}$		
Constitution of the contract o	<u> 2019</u>	<u> 2018</u>
Current Assets:	Φ 470.1 <i>0</i> 5	Ф 490 9 <i>6</i> 1
Cash (Notes 1 & 2)	\$ 470,165	\$ 439,261
Accounts Receivable (Notes 1 & 2)	1,912,741	1,903,133
Inventory (Note 2)	82,532	90,183
Prepaid Expenses	515,358	415,511
Prepaid State Income Tax (Note 2)	0	22
Employee Loan Receivable	0	1,900
Deferred Lease Expense (Note 8)	6,491	0
Due from Affiliate (Note 7)	122,377	100,000
Total Current Assets	3,109,664	2,950,010
Fixed Assets (Note 2):		
Transportation Equipment	17,003,761	17,003,761
Containers	5,000,684	4,937,830
Machinery and Equipment	41,269	41,269
Office Equipment	179,488	179,488
Furniture and Fixtures	64,809	64,809
$Leasehold\ Improvements$	363,024	344,115
_	22,653,035	22,571,272
Less: Accumulated Depreciation	18,386,431	16,297,186
Net Fixed Assets	4,266,604	6,274,086
Other Assets:		
Due from Affiliate (Note 7)	0	47,377
Goodwill (Note 2)	262,388	262,388
Covenant Not to Compete (Note 6)	7,333	11,333
Deferred Lease Expense (Note 8)	8,654	0
Security Deposits	15,750	19,880
Stockholders Loans Receivable (Note 10)	1,000,000	1,575,000
Total Other Assets	1,294,125	1,915,978
TOTAL ASSETS	\$ 8,670,393	\$ 11,140,074

The accompanying notes are an integral part of these financial statements.

 $Subject\ to\ the\ comments\ in\ the\ "Independent\ Accountants'\ Review\ Report".$ 

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#### LIABILITIES AND STOCKHOLDERS' EQUITY

		<i>2019</i>		<u> 2018</u>
Current Liabilities:				
Accounts Payable	\$	591,164	\$	778,181
Accrued Expenses Payable		167,578		222,049
Accrued Wages Payable		213,220		178,857
Sales Tax Payable		765		1,957
Notes Payable (Notes 3)		1,927,263		2,031,068
Due to Affiliate (Note 7)		0	,	200,000
$Total\ Current\ Liabilities$	<b>BALLET</b>	2,899,990		3,412,112
Long Term Liabilities:				
Notes Payable (Notes 3)		2,131,022		3,766,586
Total Long Term Liabilities	**************************************	2,131,022		3,766,586
Stockholders' Equity:				
Common Stock, No Par Value; 100 Shares				•
Authorized, Issued and Outstanding		1,000		1,000
Retained Earnings (Page 5)	<b></b>	3,638,381		3,960,376
$Total\ Stockholders'\ Equity$		3,639,381	<b></b>	3,961,376
TOTAL LIABILITIES AND STOCKHOLDERS'				
EQUITY	\$	8,670,393	\$	11,140,074

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#### BLUE DIAMOND DISPOSAL, INC.

#### STATEMENTS OF INCOME AND RETAINED EARNINGS FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u> 2019</u>	<u>2018</u>
Sales (Note 1)	\$ 27,090,951	\$ 26,456,351
Operating Expenses:		
Payroll Taxes - Operating	527,590	537,587
Landfill Fees	9,809,485	9,631,758
Insurance	1,556,632	1,544,106
Payroll - Operating	6,758,153	6,618,535
Bid and Performance Bonds	184,815	159,374
Fuel and Oil	189,531	236,552
Repairs and Maintenance	1,059,513	1,074,491
License Plates and Permits	150,039	161,919
Subcontractors	1,408,268	1,384,013
Equipment Rental	2,520	1,268
Natural Gas Truck Fuel	709,056	652,777
General Expenses	143,379	76,455
Total Operating Expenses	22,498,981	22,078,835
Gross Profit	4,591,970	4,377,516
General and Administrative Expenses:	ł	
Payroll - Management	649,800	670,800
Payroll Taxes - Management	35,093	35,203
Pension Plan Expense (Note 5)	82,366	78,324
Office Expense	173,883	183,929
Advertising and Promotion (Note 2)	72,437	86,545
Rent Expense (Note 4)	663,168	651,630
Lease Expense	58,069	62,242
Professional Fees	84,562	90,367
Telephone	63,571	57,768
Utilities	26,824	29,661
Dues and Subscriptions	3,947	17,005
Travel and Entertainment	75,105	48,131
Bad Debts Expense (net of recoveries) (Note 2)	(25, 128)	35,426
Miscellaneous Expenses	6,780	10,429
Total General and Administrative Expenses	1,970,477	2,057,460
Operating Income - E.B.I.T.D.A.	\$ 2,621,493	\$ 2,320,056
(Carried Forward to Page 5)		-

The accompanying notes are an integral part of these financial statements.

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#### BLUE DIAMOND DISPOSAL, INC.

### STATEMENTS OF INCOME AND RETAINED EARNINGS (CONT.) FOR THE YEARS ENDED DECEMBER 31, 2019 AND 2018

	<u> 2019</u>	<u> 2018</u>
Operating Income - E.B.I.T.D.A. (Carried Forward from Page 4)	\$ 2,621,493	\$ 2,320,056
Other Income and (Expense):		
Interest Income	40	1,183
Interest Expense (Note 3)	(234,622)	(286,906)
Depreciation (Note 2)	(2,096,898)	(2,160,173)
Amortization (Notes 6 & 8)	(8,327)	(7,203)
Gain on Disposition of Fixed Assets (Note 2)	319	18,456
Compliance Fine	(2,500)	0
Total Other Income and (Expense)	(2,341,988)	(2,434,643)
Profit (Loss) Before Provision for Income Taxes	279,505	(114,587)
Provision for Income Taxes (Note 2):		
Federal Income Tax	0	0
State Income Tax	1,500	1,500
Total Provision for Income Taxes	1,500	1,500
NET INCOME (LOSS) FOR THE YEARS	278,005	(116,087)
Retained Earnings - January 1,	3,960,376	4,076,463
Retained Earnings Available for Dividends	4,238,381	3,960,376
Less: Dividends	600,000	0
RETAINED EARNINGS - DECEMBER 31,	\$ 3,638,381	\$ 3,960,376

 ${\it The accompanying notes are an integral part of these financial statements.}$ 

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

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

**CALENDAR YEAR 2018** 

### **DUE JUNE 3, 2019**

Note: This Report has been changed substantially since last year. This Utility Report is not the Annual A-901 Update submitted to the Attorney General's Office!

#### What you need to know about the:

#### 2018 SOLID WASTE ANNUAL UTILITY REPORT:

The 2018 Annual Utility Report has been divided into separate parts: Section A for Collector/Transporter Operations and Section B for Broker Operations.

Your 2018 Solid Waste Annual Utility Report (Annual Report) is due no later than <u>June 3</u>, **2019.** 

You are <u>required</u> to submit this report even if there was <u>no activity</u> during calendar year 2018 OR if you discontinued service during calendar year 2018.

If you have discontinued service during calendar year 2018, 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 ANNUAL REPORT

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

An annual fee assessment will be calculated at the rate of ¼ 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 2018 Annual Utility Report please contact the Bureau of Planning & Licensing
Phone: (609) 984–4250
E-mail: 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 Annual 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 <u>IS</u> 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.

#### **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 Annual Report includes an oath to be made by the "Proprietor, Partner, President or other principal officer of the utility."

#### FAILURE TO FILE A COMPLETED ANNUAL REPORT:

You must submit a **COMPLETED** Annual 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 <u>revoked</u> in accordance with <u>N.J.A.C.</u> 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.

#### **2018 ANNUAL UTILITY REPORT CHECKLIST:**

	DOWNLOAD THE ANNUAL REPORT AND INSTRUCTIONS FOR COMPLETING THE REPORT AT: <a href="https://www.state.nj.us/dep/dshw/swpl/cpcn.html">https://www.state.nj.us/dep/dshw/swpl/cpcn.html</a>
L	This report must be downloaded to your computer and completed using the fillable PDF file. Paper copies of the annual report will no longer be accepted.
	This report must be completed and returned signed and notarized even if there was no solid waste activity in calendar year 2018.
	Type your <b>CPCN SW number</b> (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 <i>exactly</i> as shown on the CPCN.
	COMPLETE EVERY QUESTION. Indicate "N/A" for all questions that are not applicable to your company and its operations.
	SIGN <u>and</u> NOTARIZE this Annual Report as per the instructions manual (Section 2E - page 4).
	Keep a copy of this Annual 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 <u>Collectors/Transporters</u> and <u>Brokers</u> must be submitted on separate pages that may be attached using the <b>Attach Files</b> button on those pages.
Ċ	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).

PLEASE E-MAIL COMPLETED, SIGNED AND NOTARIZED ANNUAL UTILITY
REPORT TO swutility@dep.nj.gov:

## 2018 CPCN ANNUAL REPORT FOR COLLECTORS/TRANSPORTERS AND BROKERS

#### FILL IN <u>ALL</u> INFORMATION BELOW:

CELL PHONE:

#### CHECK ALL THAT APPLY:

■ COLLECTOR/TRANSPORTER□ BROKER

INFORMATION *Required: Working Contact Information		
*OFFICIAL COMPANY NAME: BLUE DIAM	OND DISPOSAL, IN	C.
(This is the name registered with the Division of Commercial Recordings) *EMAIL: JSBLUEDIAMOND@YAHOO		
*STREET ADDRESS: 5 HOWARD BOUL		
*CITY, STATE, ZIP MT. ARLINGTON	New Jersey	07856
*FEIN (or LAST 4# OF SS# FOR SOLE PROPRIETO	<sub>DR):</sub> 22-3600408	
*OFFICE TELEPHONE: 973-598-9800		
	FAX NUMBER: 973-5	98-9806
WEBSITE: WWW.BLUEDIAMOND	DISPOSAL.COM	
*BILLING/MAILING ADDRESS:     CHECK HERE IF SA.	ME AS ABOVE:	
STREET ADDRESS: P.O. BOX 267		
CITY, STATE, ZIP SUCCASUNNA	New Jersey	07876
LIST OFFICERS AND EQUITY HOLDERS:		
Name JOHN SHORTINO Title		Equity 30%
Hamo	VICE PRESIDENT	Equity 10%
Name PETER BARBA Title	TREASURER	$_{\rm Equity}$ 24%
NAME OF REGISTERED AGENT(Out of State Co	N/A	
STREET ADDRESS:		
CITY, STATE, ZIP		
ELEPHONE:		***************************************

FAX NUMBER:

#### 2018 CPCN ANNUAL REPORT FOR COLLECTORS/TRANSPORTERS AND BROKERS

#### FILL IN <u>ALL</u> INFORMATION BELOW:

2.

3.

#### CHECK ALL THAT APPLY:

COLLECTOR/TRANSPORTER
BROKER

				TCOILLIC			
1.	*Required	d: Working Contact Informat					
	*OFFICIAL (	COMPANY NAME: BLUE	DIAN	IOND DISPOSA	AL, INC.		
	(This is the name re *EMAIL:	egistered with the Division of Commercial  JSBLUEDIAMOND  O					
		DDRESS: 5 HOWARD	BOUL	_EVARD			
		re, zip MT. ARLINGT			O	7856	
		ST 4# OF SS# FOR SOLE PRO					_
	*FEIN (or LA	LEPHONE: 973-598-98	300 300	JR):			
		<sub>ие:</sub> 973-945-4660		FAX NUMBER: _C		-9806	
		WWW.BLUEDIAN					
	WEBSITE:	VVVVV.DEGEDIAN		7D101 007 (E.00	100		_
		AILING ADDRESS: □ <i>check</i>		IME AS ABOVE:			
		P.O. BOX 267				7070	
	CITY, STATE	SUCCASUNNA	<u>'</u> \	New Jersey		7876	
2.	LIST OFFICE	ERS AND EQUITY HOLDE	RS:				
	Name:	TIMOTHY SHORTINO	Title	ASST. VICE PRE	SIDENT	Equity 12%	_
	Name:	KIMBERLY DIEDTRICH	Title	SECRETARY		Equity_12%	-
	Name:	JOSEPH BARBA	Title	ASST. VICE PRE	SIDENT	Equity 12%	-
	27 1 2 KM (A) 10 TO TO	EGISTERED AGENT(Out of	· Grada G				
•							
		RESS:					
	CITY, STATE,	ZIP					
	TELEPHONE:						-
	CELL PHONE:			FAX NUMBER	·•		_

4.	VEHICLE INFORMATION FOR YOUR SOLID WASTE TRANSPORTATION EQUIPMENT:
	Provide the <u>number</u> of solid waste vehicles that require NJDEP issued decals owned and/or operated (include leased vehicles) by the CPCN holder as of <u>December 31, 2018</u> .  NO EQUIPMENT  CABS (does not hold waste)
	CONTAINERS (roll off)  SINGLE UNIT VEHICLES (eg. pickup trucks, vans, dump truck)  TRAILERS
5.	<b>VEHICLE LOCATION:</b> Provide the address of the location of where your solid waste vehicles are stored.
	Address: 5 HOWARD BOULEVARD
	City, State, Zip: MT. ARLINGTON, NJ 07856
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 DYES: You must provide the information below for EACH (label and attach a separate page if necessary):
	Name:
	Address:
	City, State, Zip:
	Provide a brief description:
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  SYES: You must provide the name and details concerning this revocation or suspension (label and attach a separate page if necessary):
	Name:
	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 2018? 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)
CALI CARTING	\$ 4,882.00	\$ 4,220.00
CIPOLLINI CARTING	\$ 10,684.00	\$ 8,943.84
ETGI	\$ 2,718.00	\$ 2,239.52
GAETA RECYCLING CO	\$ 19,300.00	\$ 16,285.97

<sup>\*</sup>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 2018?

Prime Contractor (Solid Waste Hauler that Hired Your Company)	County of Subcontracting Job	Total Amount Received from Prime Contractor **
CALI CARTING	Sussex	\$ 31,383.59
CENTURY WASTE SVC	Sussex	\$ 7,474.33
CIPOLLINI CARTING	Sussex	\$ 13,892.51
GAETA RECYCLING CO	Sussex	\$ 162,510.62

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

9. DID YOUR COMPANY SUBCONTRACT SOLID WASTE SERVICES TO ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER IN 2018? NO YES: You must provide the information below for EACH subcontract (label and attach a separate page if necessary):

Subcontractor (Solid Waste Hauler Used)	Gross Revenue Received from Customer *	Total Amount Paid to Subcontractor (Hauler)	
GARDEN STATE WASTE	\$ 11,775.00	\$ 10,480.50	
GLOBAL WASTE INDUS	\$ 195,675.00	\$ 162,216.83	
INTERSTATE (IWS)	\$ 178,875.00	\$ 156,096.07	
JACK ROBINSON DISPO	\$ 1,955.00	\$ 1,582.29	

<sup>\*</sup>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 2018?

Prime Contractor (Solid Waste Hauler that Hired Your Company)	County of Subcontracting Job	Total Amount Received from Prime Contractor **	
GARDEN STATE WASTE	Sussex	\$ 16,318.32	
GLOBAL WASTE INDUS	Morris	\$ 7,783.56	
INTERSTATE (IWS)	Morris	\$ 121,886.83	
PINTO SERVICE	Morris	\$ 103,453.63	

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

9.	DID YOUR COMPANY SUBCONTRACT SOLID WASTE SERVICES TO ANOTHER
	SOLID WASTE COLLECTOR/TRANSPORTER IN 2018? NO YES:

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

Subcontractor (Solid Waste Hauler Used)	Gross Revenue Received from Customer *	Total Amount Paid to Subcontractor (Hauler)	
M & S WASTE SVCS, IN		\$ 12,029.49	
PETER RUBINETTI DISF	1	\$ 133,066.29	
PINTO SERVICE, INC.	\$ 22,670.00	\$ 20,749.40	
PREMIER DISPOSAL	\$ 24,925.00	\$ 20,142.72	

<sup>\*</sup>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 2018? ☐ NO ☑ YES:

Prime Contractor (Solid Waste Hauler that Hired Your Company)	lid Waste Hauler that   County of Subcontracting	
PREMIER DISPOSAL	Morris	\$ 1,375.20
REPUBLIC SERVICES	Morris	\$ 28,561.54
SUBURBAN DISPOSAL	Sussex	\$ 1,055.70
T. FARESE	Morris	\$ 13,223.24

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

9.	DID YOUR COMPANY SUBCONTRACT SOLID WASTE SERVICES TO ANOTHER
	SOLID WASTE COLLECTOR/TRANSPORTER IN 2018? NO YES:
	You must provide the information below for EACH subcontract (label and attach a separate page if
	necessary):

Subcontractor (Solid Waste Hauler Used)	Gross Revenue Received from Customer *	Total Amount Paid to Subcontractor (Hauler)	
REPUBLIC SERVICES, I	\$ 193,265.00	\$ 159,417.26	
SUBURBAN DISPOSAL	\$ 395.00	\$ 303.52	
T. FARESE	\$ 23,467.00	\$ 18,620.00	
WASTE MANAGEMENF	\$ 41,800.00	\$ 36,797.00	

<sup>\*</sup>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 2018? NO YES:

Prime Contractor (Solid Waste Hauler that Hired Your Company)	County of Subcontracting Job	Total Amount Received from Prime Contractor **
WESTPHAL WASTE SVO	Sussex	\$ 1,830.90
	··· · · · · · · · · · · · · · · · ·	

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

Subcontractor (Solid Waste Hauler Used)	Gross Revenue Received from Customer *	Total Amount Paid to Subcontractor (Hauler)
WESTPHAL WASTE SV(	\$ 561,050.00	\$ 450,202.89
*Please note the amounts entorevenue on page 21.	ered in this column will be au	tomatically linked to your
YOUR COMPANY ACCE RVICES FOR ANOTHER S O YES: must provide the information or med in 2018 (label and attack	OLID WASTE COLLECTOR  a below for EACH subcontract	OR/TRANSPORTER IN cting job that your compan

DID YOUR COMPANY SUBCONTRACT SOLID WASTE SERVICES TO ANOTHER

<sup>\*\*</sup>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

BLUE DIAMOND DISPOSAL, INC. PROVIDES MUNICIPAL, COMMERCIAL, AND RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES THROUGHOUT NORTHERN NEW JERSEY.

### 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/transports 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).

### 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:

#### \*\*<u>All Customer Lists submitted to the Department are confidential</u> and not subject to public review N.J.A.C 7:26H-5-9(c)(4)\*\*

#### **SAMPLE**

Customer#	Name	Address Address	Service Provided	Rate Charged	Frequency of Servic
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	Scheduled	Commercial	Scheduled Industrial	# of Repeated On-Call Customers	ICEDVICE DROVIDED
Atlantic	0	0	0	1	0
Bergen	0	8	0	771	20
Burlington	0	0	0 .	3	0
Camden	0	0	0	9	0
Cape May	0	0	0	0	0
Cumberland	0	0	0	0	0
Essex	0	10	0	927	82
Gloucester	0	0	0	0	0
Hudson	0	3	0	258	7
Hunterdon	0	2	0	104	13
Mercer	0	0	0	19	0
Middlesex	0	3	0	162	14
Monmouth	0	0	0	104	5
Morris	1,171	785	0	8,887	5,261
Ocean	0	0	0	14	6
Passaic	0	46	0	231	73
Salem	0	0	0	0	0
Somerset	0	8	0	218	15
Sussex	720	661	0	2,276	703
Union	0	0	0	139	7
Warren	0	4	0	374	50

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					
ANDOVER TOWNSHIP	SUSSEX	6,319					
BYRAM TOWNSHIP	SUSSEX	8,350					
FRANKLIN BOROUGH	SUSSEX	5,160					
SPARTA TOWNSHIP	SUSSEX	9,916					
STANHOPE BOROUGH	SUSSEX	3,610					
WASHINGTON BOROUGH	WARREN	6,461					

SECTION A

#### TARIFF UPDATE (2018)

#### \*\*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

#### □Passaic □All New Jersey Counties □Gloucester | □Salem □Hudson □Atlantic □Somerset □Bergen □Hunterdon **■**Sussex □Mercer □Burlington □Union □Camden □Middlesex □Warren □Cape May ☐ Monmouth □Cumberland **■**Morris □Ocean □Essex

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:

HOUBS.	MON 05:00 AM 04:00 PM	© TUES 05:00 AM 04:00 PM	© WED 05:00 AM 04:00 PM	THURS  05:00 AM  04:00 PM	FRI 05:00 AM 04:00 PM	SAT 06:00 AM 12:00 PM	□ SUN AM 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 <u>NOT</u> provide services? : NEW YEAR'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, THANKSGIVING, AND CHRISTMAS								

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

#### 5. METHOD OF BILLING:

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

#### **INVOICING**

#### 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)
Examples: roll off, pick up, container rental	Examples: 10 yards, 100 tons	Examples: (\$/week) (\$/ton) (\$/pick up)
ROLL OFF	10 CU. YDS.	\$425.00/1.5 TON
ROLL OFF	20 CU. YDS.	\$565.00/3 TON
ROLL OFF	30 CU. YDS.	\$675.00/4 TON
FRONT LOAD	2 CU. YDS.	\$85.00 MONTH
FRONT LOAD	4 CU. YDS.	\$170.00 MONTH
FRONT LOAD	6 CU. YDS.	\$255.00 MONTH
FRONT LOAD	8 CU. YDS.	\$340.00 MONTH

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

NONE

#### **CUSTOMER SERVICE AREA INVENTORY**

	MUSTE	E INCLUDED	ON A CUST	OMER 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					
Bergen					
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth					
Morris					
Ocean					
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

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				
CHESTER TOWNSHIP	MORRIS	7,282				
DOVER	MORRIS	18,157				
JEFFERSON TOWNSHIP	MORRIS	21,314				
MENDHAM BOROUGH	MORRIS	4,981				
MENDHAM TOWNSHIP	MORRIS	5,869				
MINE HILL TOWNSHIP	MORRIS	3,651				

#### **CUSTOMER SERVICE AREA INVENTORY**

	MUST B				
County		# of Scheduled Commercial	# of Scheduled Industrial	# of Repeated On-Call Customers	# of One-Time Only Customers GERVICE PROVIDED ONCE WITHIN YEAR)
Atlantic					
Bergen		A CARLESTAN			
Burlington					
Camden					
Cape May				,	
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth					
Morris					
Ocean					
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

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				
MORRISTOWN	MORRIS	18,411				
MT. ARLINGTON	MORRIS	5,050				
RANDOLPH	MORRIS	25,734				
RIVERDALE BOROUGH	MORRIS	2,498				
ROCKAWAY BOROUGH	MORRIS	6,473				
ROXBURY TOWNSHIP	MORRIS	23,324				

## **BROKERS USED IN 2018**

If your company has <u>USED</u> Solid Waste Broker Services, please provide the information below for calendar year 2018. 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.

Ą	В	O	D	[1]
Name of Solid Waste Broker	Address: Street, City, State and Zip	Does your company have and on-going contract with this Broker?	Broker's CPCN SW#	Total Amount of Payment Received from Broker
DRM WASTE MANAGEMENT	639 LACEY ROAD P.O. BOX 659 FORKED RIVER, NJ 08731	■ Yes	sw2186	\$ 5,787.30
LCL MANAGEMENT C/O COMPLETE SOLUTIONS	P.O. BOX 461 MONTROSE, NY 10548	■ Yes	<sub>SW</sub> 2910	\$ 7,434.04
RIVER ROAD WASTE SOLUTIONS, INC.	106 APPLE STREET TINTON FALLS, NJ 07701	● Yes	sw 2466	\$ 33,929.30
SLM FACILITY SOLUTIONS	5000 COMMERCE DRIVE GREEN LANE, PA 18054	● Yes	sw 2927	\$ 6,487.88
WASTE DISPOSAL SOLUTIONS, INC.	415 PISGAH CHURCH ROAD PMB 308 GREENSBORO, NC 27455	• Yes	sw 3284	\$ 13,487.83

## BROKERS USED IN 2018

If your company has **USED** Solid Waste Broker Services, please provide the information below for calendar year 2018. You may prepare your own spreadsheet containing the below information in the same format:

(II)	Total Amou Received	\$ 2,943.55	\$ 74,455.33	\$ 14,699.50	\$ 147,122.68	\$ 19,273.79
D	Broker's CPCN SW #	<sub>SW</sub> 2578	<sub>Sw</sub> 2954	3135 sw 3135	<sub>SW</sub> 3153	SW_UNKNOWN
O	Does your company have and on-going contract with this Broker?	■ Yes	■ Yes □ No	■ Yes □ No	■ Yes	■ Yes
В	Address: Street, City, State and Zip	P.O. BOX 6502 GLASTONBURG, CT 06033	P.O. BOX 346 CARLE PLACE, NY 11514	P.O. BOX 9208 OLD BETHPAGE, NY 11804	P.O. BOX 77587 ATLANTA, GA 30357	150 EAST SWEDESFORD ROAD SUITE 203 WAYNE, PA 19087
A	Name of Solid Waste Broker	NATIONAL WASTE ASSOCIATES, LLC	UNIVERSAL ENVIRONMENTAL CONSULTING	WEST ROCK WASTE SERVICES	RUBICON GLOBAL	WASTE ASSOCIATES

## BROKERS USED IN 2018

If your company has **USED** Solid Waste Broker Services, please provide the information below for calendar year 2018. You may prepare your own spreadsheet containing the below information in the same format:

Ţ	Total Amount of Payment Received from Broker	\$ 62,957.95				
D	Broker's CPCN SW #	sw2917	SW	SW	SW	SW
C	Does your company have and on-going contract with this Broker?	• Yes	□ Yes	□ Yes	□ Yes	□ Yes □ No
В	Address: Street, City, State and Zip	1151 ROUTE 22 SUITE 324 BREWSTER, NY 10509		-		
Ą	Name of Solid Waste Broker	WASTE MANAGEMENT REDUCTION SERVICES				

## 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.

TOTAL FEE PAID TO RELATED COMPANY DIRING 2018				
TYPE OF SERVICE RELATED COMPANY PERFORMS				
COMPANY NAME AND ADDRESS	NONE			

Duplicate This Pag



#### 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 2018: 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 2018.
- 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 <u>before</u> 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 2018	Facility Type	Waste Type	County Origin of Waste	Total Tons Picked up in County	Total Tons Disposed at Facility	Total Amor of Disposal Paid to Faci
ABC TRANSFER STATION, 300 NORMAL AVE, TRENTON NJ	TS LF RC RRF	13	BURLINGTON	500	500	31,000
u	CS LF RC RRF	13	MERCER	700	700	43,400
u .	TS LF RC RRF	10	BURLINGTON	200	200	12,400
COUNTY SAN. LANDFILL, 234 TRASH WAY, TRENTON NJ	TS (LE) RC RRF	10	BURLINGTON	1000	1000	71,000
"	TS (L) RC RRF	10	MERCER	750	750	53,250
OUT OF STATE LANDFILL, 54 JUNK DRIVE, PITTSBURGH, PA	TS LF RC RRF	10	MERCER	1000	1000	60,000
	TS LF RC RRF					
	TS LF RC RRF		·			

2018 Collectors and Brokers Annual Report CPCN SW 2098

## SECTION A

# DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for Facility Type: TS - Transfer Station. LF - Landfill. RC - Rail Carrier. RRF - Resource Recovery Facility/ Incinerator calendar year 2018: (see sample page 19 for an example of a completed page)

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.

· · · · · · · · · · · · · · · · · · ·							3	1
Gross Revenue	\$ 11,822,651.09	\$ 6,282,635.87	\$ 20,075.00 \$ 743.52 \$ 52,356.91	\$ 426,914.55	\$ 157.00 \$ 6.57 \$ 20,672.28	\$ 47,977.00 \$ 1,962.24 \$ 228,600.20	\$ 13,054.00 \$ 509.01 \$ 52,387.90	\$ 1,805.00 \$ 64.02 \$ 201,436.71
Recycling Tax Paid	\$ 185,167.29	\$ 95,473.68	\$ 743.52	\$ 6,062.61	\$ 6.57	\$ 1,962.24	\$ 509.01	\$ 64.02
Total Amount of Disposal Fee Paid to Facility	\$ 5,790,000.00	\$ 2,930,399.00	\$ 20,075.00	\$ 108,542.00	\$ 157.00	\$ 47,977.00	\$ 13,054.00	\$ 1,805.00
Total Tons Disposed at Facility	62,503.08 61,722.43 \$ 5,790,000.00	34,067.08 31,824.56 \$ 2,930,399.00	2,270.79 247.84	2,270.79 2,020.87 \$ 108,542.00 \$ 6,062.61 \$ 426,914.55	2.19	654.08	169.67	21.34
Total Tons Picked up in County	62,503.08	34,067.08	2,270.79	2,270.79	23.53	654.08	169.67	23.53
County Origin of Waste	Morris	Sussex	Warren	Warren	Passaic	Somerset	Middlesex	Passaic
Waste Type	10 & 13	10 & 13	13	10	13	☐ 10 & 13	13	13
Facility Type	TS	TS LF Z 10 & 13	TS LF Z	TS LF RC RRF Z	TS C LF C	TS C LF C	TS I LF	TS C LF C
Name and Address of Disposal Facilities Used in 2018	MORRIS COUNTY MUA P.O. BOX 370 MENDHAM, NJ 07945	SCMUA 34 ROUTE 94 LAFAYETTE, NJ 07848	PCFA P.O. BOX 587 OXFORD, NJ RC	COVANTA - WARREN 218 PISGAH AVE., OXFORD, NJ	COVANTA - 301 MALTESE DR. TOTOWA, NJ 07512	BRI - 15 POLHEMUS LANE BRIDGEWATER, NJ 08807	MIDDLESEX BORO TRANSFER 53 EDGEBORO RD., EAST	COASTAL DISTRIBUTION 30-36 4TH AVE., PATERSON, NJ RC RRF

\$ 19,087,655.51 Total Gross Revenue:

Calculate Totals

Duplicate This Pa

# DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2018: (see sample page 19 for an example of a completed page)

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

Name and Address of Disnosal	Roviliter	Wests		Total Tons	Total Tons Total Amount	Total Amount	ŀ	And the control of th
Facilities Used in 2018	Type	waste Type	County Origin of Waste	Picked up in County	Disposed at Facility	of Disposal Fee	Recycling Tax Paid	Gross Revenue
EVERGREEN RECYCLING SOLUTIONS 110 EVERGREEN	TS   LF   RC   RRF   R	13	Union	12.98	12.98	\$ 2,096.93	\$ 38.94	\$ 2,096.93 \$ 38.94 \$ 40,903.26
EVERGREEN RECYCLING SOLUTIONS 110 EVERGREEN	TS C LF C	13	Essex	5.59	5.59	\$ 903.07	\$ 16.77	\$ 903.07 \$ 16.77 \$ 321,514.85
CECS, INC. 482 HOUSES CORNER RD. SPARTA, NJ 07871 RC	TS Z LF C	13	Sussex	34,067.08	34,067.08 2,242.52 \$ 213,696.29 \$ 6,727.56 \$ 442,706.41	\$ 213,696.29	\$ 6,727.56	\$ 442,706.41
11	TS Z LF C	13	Warren	2,270.79	2.08	\$ 198.21	\$ 6.24	\$ 198.21 \$ 6.24 \$ 439.41
th n	TS C LF C	13	Morris	62,503.08	780.65	\$ 74,390.42	\$ 2,341.95	\$ 74,390.42 \$ 2,341.95 \$ 149,529.96
	TS LF RC RRF					And the second s		
	TS LF RC RRF							
	TS LF C					TITLE TOTAL		
						- Control Cont		

Total Gross Revenue:

\$ 955,093.89

Calculate Totals

Duplicate This Pa

## OTHER SOURCES OF GROSS OPERATING REVENUE

Please indicate all sources of revenue derived from other services provided for the collection and/or transportation of solid waste in New Jersey for calendar year 2018. These sources may include but are not limited to: Subcontracting of waste hauling, leasing of vehicles for the collection of solid waste, etc.

County of Derived Revenue	Amount
Atlantic	570.00
Bergen	103,601.65
Burlington	1,496.70
Camden	3,833.90
Hudson	66,534.45
Hunterdon	56,526.04
Monmouth	53,023.19
Ocean	9,869.65
Mercer	7,078.50
·	
	Atlantic Bergen Burlington Camden Hudson Hunterdon Monmouth Ocean

# 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 2018.

# 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	2018 Collector
	Gross Revenue
Atlantic	570.00
Bergen	103,601.65
Burlington	1,496.70
Camden	3,833.90
Cape May	0.00
Cumberland	0.00
Essex	321,514.85
Gloucester	0.00
Hudson	66,534.45
Hunterdon	56,526.04
Mercer	7,078.50
Middlesex	52,387.90
Monmouth	53,023.19
Morris	11,972,181.05
Ocean	9,869.65
Passaic	222,108.99
Salem	0.00
Somerset	228,600.20
Sussex	6,725,342.28
Union	40,903.26
Warren	479,710.87
Subcontracts (from pg 9)	1,470,111.00

**Total Gross** Operating Revenue During Calendar Year 2018:

\$21,815,394.48

Calculate Totals

Collector Total

# **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.

\*\*<u>All Customer Lists submitted to the Department are confidential</u> and not subject to public review N.J.A.C 7:26H-5-9(c)(4)\*\*

#### **SAMPLE**

Customer#	Name	<u>Address</u>	Service Provided	Rate Charged	Frequency of Service
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 B	E INCLUDED	ON A CUST	COMER 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					
Bergen					
Burlington					
Camden					
Cape May					
Cumberland					
Essex					
Gloucester					
Hudson					
Hunterdon					
Mercer					
Middlesex					
Monmouth					
Morris					
Ocean					
Passaic					
Salem					
Somerset					
Sussex					
Union					
Warren					

Attach Files

## **COLLECTORS/TRANSPORTERS USED IN 2018**

COUNTY (LIST ONLY 1 COUNTY PER FORM)

Provide the information below for collectors/transporters hired through brokering services during the ca COUNTY. If you need additional space you may duplicate this page with the "Duplicate This Page" b

A	В	С
Solid Waste Hauler Used	Does your company have and ongoing contract with this Collector/Transporter?	CPCN Number (SW#) of Solid Waste Hauler Used
	□ Yes □ No	SW
	□ Yes □ No	SW
	☐ Yes ☐ No	SW
	□ Yes □ No	SW
,	□ Yes □ No	SW
	☐ Yes ☐ 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 2018.

#### 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	2018 Broker
Atlantic	Gross Revenue
Bergen	
Burlington	
Camden	
Cape May	
Cumberland	
Essex	
Gloucester	
Hudson	•
Hunterdon	
Mercer	
Middlesex	
Monmouth	
Morris	
Ocean	
Passaic	
Salem	
Somerset	
Sussex	
Union	
Warren	

<b>Total Gross</b> Operating Revenue During Calendar Year 2018:	\$0.00	Calculate Totals
•	Broker Total	
END OF S	ECTION B	

# CLAIMING ZERO GROSS OPERATING REVENUE FOR COLLECTORS/TRANSPORTERS

# Acceptable Reasons for Reporting Zero Gross Operating Revenue

- > <u>Currently Not Operating</u> If your company has been inactive in 2018 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/transports.
- > 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.

## <u>Unacceptable Reasons for Reporting</u> <u>Zero Gross Operating Revenue</u>

- > <u>Self-Generated Waste</u> 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".
- > <u>Sub-Contractors</u>- 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 2018, 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 2018. 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 2018 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)	
	ort showing Zero Gross Operating Revenu	e 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\*

		rage 30
2018 Col	lectors and Broker	s Annual Report
	CPCN S	<b>W</b> 2098

#### **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: <a href="http://www.nj.gov/dep/dshw/resource/custbillofrights.pdf">http://www.nj.gov/dep/dshw/resource/custbillofrights.pdf</a>

I, JOHN SHORTINO, JR.	old the title of PRESIDENT	and am duly
(NAME OF OWNER/AUTHORIZED MEMBER)	(TITLE)	
authorized to sign this Customer Bill of F	Rights on behalf of: BLUE DIAMOND DIS	*
	(OFFICIAL COM	IPANY NAME)
JOHN SHORTINO, JR.	John Shortino, Jr. Digitally signed by John Shortino, Jr. Dale: 2019,05,23 15:36:39 -04'00'	5/23/19
Print Name of Owner/Authorized Member	Signature of Owner/Authorized Member	Today's Date
	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.

## **VERIFICATION AND OATH FOR 2018 ANNUAL REPORT FILING**

NAME OF PERSON COMPLETING THIS FORM:  JOHN SHORTINO, JR.
RELATIONSHIP TO BUSINESS: PRESIDENT
CONTACT NUMBER:
973-598-9800 EXTENSION 104

The 2018 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 SHORTINO, JR., PRESIDENT

(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 hat, based on my inquiry of those individuals mmediately responsible for obtaining nformation, I believe that the information is true, occurate, and complete. I am aware that there are ignificant penalties for submitting nformation, including the possibility of fine and mprisonment" N.J.A.C. 7:26H-5.9(d)

acknowledge that submitting false information to ne Department of Environmental Protection may abject my company to potential enforcement ctions, penalties and/or revocation of the A-901 cense and CPCN.

Ohn Shortino, Jr. Digitally signed by John Shortino, Jr. Date: 2019.05.23 15:40:18 -04'00'

ignature of Owner or Officer)

State of NJ County of Morris

Sworn to and subscribed before me

this 23rd day of May 20 19

Susan S. Koch

Print Name of Notary Public or Officer Authorized to Administer Dath

Susan S. Koch Date: 2019.05.23 15:48:39 -04'00'

Signature of Notary Public or Officer Authorized to Administer Dath

My Commission expires: October 11, 2021

<sup>&#</sup>x27;lease note notary must be present when signing\*



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 <u>all</u> informatio	n below:	
COMPANY NAME:		
COMPANY ADDRESS:		
CITY, STATE, ZIP:		
PHONE NUMBER:		
EMAIL:		
NAME OF <u>ALL</u> COMPANY OWNER(S):	;;	:
Additional Owners? Please check here and print name(s) on addition	; al sheet	
I,; hold the titl	e of	, and hereby
notify NJDEP, effective immediately, that I am voluntarily su	errendering the A-901 Licer	nse, CPCN, and all
transporter decals issued to (COMPANY NAME)	and will no l	onger engage in the
solid and/or hazardous waste business in New Jersey. I am fu	lly aware that I must reapp	ly, 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 Surrender" on behalf of the company, its owners and member		mit this "Notice of
Print Name of Authorized Owner Signature of Autho	rized Owner T	oday's Date
Please check boxes below and fill in the correct NUMBERS as	indicated:	
Certificate of Public Convenience & Necessity (CPCN): NJDEP Solid Waste Transporter Number (SW Hauler ID): NJDEP Hazardous Waste Transporter Number (HW Hauler ID): Does the company have CURRENT Waste Transporter Decals? Do you have any decal placed on Leased Vehicles/Equipment?	☐YES: SW#	
*Current transporter decals placed on any owned or leased containers; v	vehicles; and/or equipment, a	re inactive upon

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

signature and must be removed immediately and mailed back to NJDEP at the address below.

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

# TOWNSHIP OF PEQUANNOCK OFFICE OF THE TOWNSHIP MANAGER UNIFORM BID SPECIFICATIONS RECYCLING COLLECTION SERVICE

April 25, 2020

Township of Pequannock 530 Newark Pompton Turnpike Pompton Plains, New Jersey 07444 [This Page is Intentionally Blank]

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#### TOWNSHIP OF PEQUANNOCK 530 Newark Pompton Turnpike Pompton Plains, New Jersey

#### NOTICE TO BIDDERS

# UNIFORM BID SPECIFICATIONS RECYCLING COLLECTION SERVICE

Sealed Proposals for solid waste collection service will be received by the Township of Pequannock in the Court Room of the Municipal Building, Pompton Plains, New Jersey on Tuesday, June 30, 2020 at 2:00 p.m. prevailing time, at which time and place they will be publicly opened and read aloud. If public gathering is not possible by June 30, 2020, bids will be publicly opened via broadcast over Zoom (details on Zoom public opening will be posted on the website prior to the date and time of the scheduled opening and sent to all bidders). Bids may be hand-delivered or mailed by certified mail. Pequannock Township will not be responsible for any bid mailed which is lost in transit or delivered late by the Postal Service. Bids will not be accepted after said hour. If hand delivering a proposal, please contact Adam Brewer at 973-835-5700 ext. 133 or manager@peqtwp.org to schedule hand delivery.

Specifications and bid proposal forms may be obtained electronically by contacting the Township Manager's Office, 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey, via electronic mail manager@peqtwp.org. Should a hard copy be desired, please e-mail manager@peqtwp.org and indicate a hard copy is requested. 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 which are on file and available to all bidders without charge.

A certified check or cashier's check made payable to the order of the Township of Pequannock, or a duly executed bid bond in the amount of 10% of each bid, but in no case more than \$20,000.00, must be deposited by the bidder. The bid guarantee shall be signed by an authorized agent or representative of the guaranter and not by the individual or company submitting the bid.

Bidders must comply with the following New Jersey State Statutes:

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

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

N.J.S.A. 40A:11-18 (American Goods and Products to be used were possible)
Bid proposals must be placed in sealed opaque envelopes addressed to the Township of
Pequannock, 530 Turnpike, Pompton Plains, New Jersey, and marked clearly on the outside of the
envelope.

The Township 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 interests of the Township.

#### PEQUANNOCK TOWNSHIP UNIFORM BID SPECIFICATIONS RECYCLING COLLECTION SERVICE NOVEMBER 1, 2020

#### 1. INSTRUCTIONS TO BIDDERS

#### 1.1. THE BID

The Township of Pequannock is soliciting bid proposals from recycling collectors interested in providing recycling collection services for a period of up to 5 year(s), to commence on November 1, 2020 and ending on October 31, 2025, 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 Suburban Trends, the Daily Record, and in the Star Ledger.

#### 1.3. BID OPENING

All bid proposals will be publicly opened and read by the Township Manager on Tuesday, June 30, 2020 at 2:15 p.m. prevailing time in the Court Room of the Pequannock Township Municipal Building, 530 Newark-Pompton Turnpike, Pompton Plains, New Jersey. Bids must be delivered by hand or by mail to the Office of the Township Manager no later than 2:15 p.m. on June 30, 2020. 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. A photocopy 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 Township of Pequannock;
  - 4. Non-collusion affidavit;

- 5. Stockholder statement of ownership;
- 6. Certificate of surety;
- 7. Bid Proposal, and
- 8. Business Registration Certification (the BRC may submitted with the bid but must be provided prior to the execution of the contract).

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 recycling collection services contained herein.

"Bulk waste" means large items of solid waste, including but not limited to, carpeting, home furnishings, and other oversized items whose size precludes or complicates handling by the normal collection process. Included in this definition are wastes generated by households identified by the New Jersey Department of Environmental Protection as ID 13. Excluded by definition are; building materials, automotive parts, and white goods.

"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 recyclable material to whom service will be provided under the contract.

"Commingled recyclables" means post-consumer materials to include aluminum cans, glass bottles, plastic containers (market acceptable), and metal cans stored in a common container.

"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 where 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 of 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: corrugated cardboard, chipboard, mixed office paper, other paper/magazines/junk mail/phone books, glass containers, aluminum cans, steel cans, plastic containers, heavy iron, aluminum scrap, white goods/light iron, and vegetative waste,

"Designated collected solid waste" means solid waste types 10, 13, and 27. 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 the site designated for solid waste disposal in the Morris County Solid Waste Management Plan for use by the Township of Pequannock. Namely, the Morris County Transfer Station, 1100 Edwards Road, Parsippany Troy Hills, New Jersey. Recyclable material may be disposed at sites as designated by the contractor.

"Governing body" means the governing body of the municipality, when the contract or agreement is to be entered into by, or on behalf of a, 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, including:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas, and New Year's Day.

"Legal newspaper" means the Suburban Trends, The Daily Record, or The Star Ledger.

"Mixed paper" means post-consumer material to include newspaper, corrugated cardboard, office paper, magazines, books, junk mail, telephone books, etc. stored in a common container.

"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 in Section 4 herein. The service area(s) is (are) as follows:

The Township of Pequannock is located in the northern portion of Morris County and is comprised of approximately four thousand twenty (4020) residential units over an area of 6.9 square miles containing seventy eight (78) miles of traveled roadway.

"Single Stream" means the method of collecting the entire residential recycling stream together in one non-compartmentalized vehicle. (Mixed papers and commingled containers are collected together and delivered to a materials recovery facility (MRF))

"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.

"Vegetative waste" means leaves, grass, yard cuttings, brush (no larger than four inches in diameter,) and Christmas trees generated by residential units, the Township of Pequannock, and the Pequannock Township Board of Education. Included in this definition are wastes generated by households identified by the New Jersey Department of Environmental Protection as ID 23.

"White goods" means ferrous household appliances to include refrigerators, freezers, stoves, washing machines, clothes dryers, and dishwashers.

#### 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, 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 Township of Pequannock 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 Township Council of the Township of Pequannock 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, they 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 GUARANTEES

A. A Bid Guarantee in the form of a Bid Bond, Cashier's Check or Certified Check, made payable to the Township of Pequannock in the amount of 10% of the highest aggregate 5 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 Township of Pequannock.

#### 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 Township Council of the Township of Pequannock.

#### 3.4. "OR EQUAL" SUBSTITUTIONS

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 Township Council of the Township of Pequannock.

#### 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 Township of Pequannock 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 Township Council of the Township of Pequannock 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 Township Council's 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 Township Council 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 Township Council of the Township of Pequannock rejects all bids, the Township of Pequannock 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 Township of Pequannock 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 Township of Pequannock to declare the contractor non-responsive and to award the contract to the next lowest bidder.

#### 4.3. RESPONSIBLE BIDDER

The Township of Pequannock 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

A. For a one year contract, the successful bidder shall provide a one year performance bond issued by a Surety in an amount equal to no more than 100% of the award price. The successful bidder shall provide said performance bond at a time concurrent with the delivery of the executed contract.

B. Failure to provide the required one year performance bond at the time and place specified by the Township of Pequannock shall be cause for assessment of damages as a result thereof in accordance with Section D below. In the event that the successful bidder fails to provide said performance bond, the Township of Pequannock may award the contract to the next lowest responsible bidder or terminate the bid process and re-bid the collection services in accordance with N.J.A.C. 7:26H-6.7(d) and Section 4.1.

C. For a five year contract 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 at a time concurrent with the delivery of the executed contract. The performance bond for each succeeding year shall be delivered to the Township of Pequannock with proof of full payment of the premium one hundred twenty (120) days prior to the expiration of the current bond.

D. 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 Township Council of the Township of Pequannock 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 to the costs incurred by the Township of Pequannock 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 Township Council's 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 photo copy of its letter of approval.

2. If the Contractor has a certificate of employee information report, the Contractor shall submit a photo copy 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 Township of Pequannock may extend the deadline by a maximum of the fourteen calendar days. Failure to submit the affirmative action document by the fourteenth calendar day shall be cause for the Township of Pequannock to declare the Contractor to be non-responsive and to award the contract to the next lowest bidder.

#### 4.6. VEHICLE DEDICATION AFFIDAVIT

The Contractor shall execute and submit at the time and place specified in the award notice 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 Township of Pequannock 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.

#### 4.7. 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 Township Council of the Township of Pequannock may not award a contract until all tabulations are complete.

#### 5. WORK SPECIFICATIONS

#### 5.1. SERVICE AREA

The Contractor shall provide service under this contract for the collection, removal and disposal of all designated collected recyclable material from each residential property within the Township for each Option described by the Township Council of the Township of Pequannock. Should the Contractor elect not to bid on a particular Option the Contractor shall state "no bid" for each Option so elected.

In addition, the Contractor shall provide service under this contract for the collection, removal and disposal of all designated collected recyclable material from property of the Township of Pequannock as described in Section 5.4 by the Township Council of the Township of Pequannock. Should the Contractor elect not to bid on a particular Option the Contractor shall state "no bid" for each Option so elected.

In addition, as an alternate bid, the contractor shall provide service under this contract for the collection, removal and disposal of all designated collected recyclable material from the properties of

the Township of Pequannock Board of Education as described in Section 5.3 by the Township Council of the Township of Pequannock. Should the Contractor elect not to bid on a particular Option the Contractor shall state "no bid" for each Option so elected.

The Township Council of the Township of Pequannock shall select collection Options for the contract period as determined by the Township Council in accordance with any of the option proposals submitted.

#### 5.2. TERRITORIAL AND GEOGRAPHIC BOUNDARIES

The Contractor shall provide collection, removal and disposal from within the territorial and geographical boundaries of the Township of Pequannock as described below.

#### 5.3. COLLECTION OPTIONS

# <u>OPTION #1 - ONCE PER WEEK DUAL STREAM RECYCLING COLLECTION - SINGLE ROUTE ALL HOUSEHOLDS.</u>

The following materials shall be collected in an all households Township-wide single route on Tuesdays and Fridays as described in this option.

All commingled recyclables (e.g. bottles/cans) will be collected on the first collection day of the week and all mixed paper recyclables will be collected on the second collection day of the week, January through December.

NOTE: All costs and/or revenues from the marketing of designated collected recyclable materials will be the responsibility of the Contractor.

# OPTION #1A – ONCE PER WEEK, DUAL STREAM RECYCLING – SINGLE ROUTE ALL HOUSEHOLDS, ALTERNATING COLLECTION – ONE WEEK COOMINGLED RECYCLABLES ONE WEEK, MIXED PAPER RECYCLABLES THE NEXT, ETC.

The following materials shall be collected in all households Township-wide single route on Tuesdays, as described in this option.

All commingled recyclables (e.g. bottles/cans) and mixed paper recyclables will be collected on alternating Tuesdays, January through December. The first Tuesday at the initiation of the contract period will be for commingled recyclable (e.g. bottles/cans), the second Tuesday will be mixed paper recyclable, etc.

NOTE: All costs and/or revenues from the marketing of designated collected recyclable materials will be the responsibility of the Contractor.

# OPTION #2 - ONCE PER WEEK SINGLE STEAM RECYCLING COLLECTION - SINGLE ROUTE ALL HOUSEHOLDS.

The following materials shall be collected in an all households Township-wide single route on Mondays as described in this option.

All designated collected recyclables will be collected one time per week in a single steam collection method separately from all solid waste.

NOTE: All costs and/or revenues from the marketing of designated collected recyclable materials will be the responsibility of the Contractor.

# <u>ALTERNATE BID – PEQUANNOCK TOWNSHIP BOARD OF EDUCATION SCHOOL</u> FACILITIES

I. A. The following five (5) school buildings to be served beginning January 1, 2016:

# Pequannock Township High School, 85 Sunset Road, Pompton Plains, NJ 07444

1 (One) eight cubic yard dumpster for mixed paper, and 1 six yard dumpster for plastic, aluminum, and glass. Size and quantity may be adjusted for collection by single stream method.

# Pequannock Valley Middle School, 493 Newark Pompton Turnpike, Pompton Plains, NJ 07444

1 (One) eight cubic yard dumpster for mixed paper, and 1 four yard dumpster for plastic, aluminum, and glass. Size and quantity may be adjusted for collection by single stream method.

Stephen J Gerace Elementary School, 59 Boulevard, Pequannock, NJ 07440 1 (One) six cubic yard dumpster for mixed paper, and 1 four yard dumpster for plastic, aluminum, and glass. Size and quantity may be adjusted for collection by single stream method.

Hillview Elementary School, 206 Boulevard, Pompton Plains, NJ 07444 1 (One) six cubic yard dumpster for mixed paper, and 1 four yard dumpster for plastic, aluminum, and glass. Size and quantity may be adjusted for collection by single stream method.

# North Boulevard Elementary School, 363 Boulevard, Pompton Plains, NJ 07444

1 (One) six cubic yard dumpster for mixed paper, and 1 four yard dumpster for plastic, aluminum, and glass. Size and quantity may be adjusted for collection by single stream method.

#### B. Recycling

All designated collected recyclable material must be collected separate from solid waste and sent to a recycling end market facility.

#### C. Dumpster Units

Units of appropriate sizes to be provided and maintained by the contractor. The contractor must repair any damage to units caused through mishandling during pick-up or while otherwise moving unit with contractor's equipment and personnel.

#### D. Service

All designated collected recyclable material at each location will be placed in dumpster units by school district personnel to the limit of the dumpster.

#### E. Pick-Up Schedule

The contractor will be provided a copy of the school district calendar to be used in establishing pick-up schedules. Pick-up times at all schools must be scheduled according to district policy and must comply with local, town and police ordinances.

All designated collected recyclable material to be removed from each location daily (five times per week), BEFORE 8 AM, and Tuesday through Saturday, during each week school is in operation (approximately 40 weeks).

Pick-ups at all locations shall be made before noon each Tuesday, Thursday and Saturday during weeks school is not in session, i.e. July, August and extended vacation periods during December, February and April (approximately 12 weeks). No refuse pick-ups to be scheduled for Sundays, all units to be emptied with Saturday morning pick-up each week. PICK-UPS NOT ALLOWED AFTER 8 AM DURING THE SCHOOL YEAR WHILE SCHOOL IS IN SESSION.

#### F. Other Conditions

Inspection of collection service will be made by school district supervisory or administration personnel with reports and requests for corrective action being made to contractor by the supervisor of the custodial/maintenance work force or the school business administrator. Disposal costs for all materials collected will be the obligation of the Contractor.

#### **5.4 CONTAINERS**

The contractor shall provide once per week container services at the following municipal complexes for the period January through December:

Pequannock Township Municipal Building:

One (1) six yard container for mixed paper.

One (1) one and one-half yard container for commingled recyclables.

Size and quantity may be adjusted for collection by single stream method.

Pequannock Township Library:

One (1) three yard container for mixed paper.

Size and quantity may be adjusted for collection by single stream method.

Fire Company #1:

One (1) two yard container for bottles and cans.

Size and quantity may be adjusted for collection by single stream method.

Fire Company #2:

One (1) two yard container for bottles and cans.

Size and quantity may be adjusted for collection by single stream method.

Pequannock Township Municipal Annex:

One (1) two yard container for mixed paper.

One (1) one and one-half yard container for commingled recyclables.

Size and quantity may be adjusted for collection by single stream method.

#### 5.5. COLLECTION SCHEDULE

A. All collection services, as described in these specifications, shall be performed on all designated days between 6:00 a.m. and sunset with the exemption of the alternate bid as described in Alternate Bid Pequannock Board of Education School facilities.

B. The following legal holidays are exempted from the waste collection schedule.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas, and New Year's Day.

C. Should a collection day fall on a legal holiday or be canceled due to inclement weather, the scheduled collection will be skipped; collection will next occur on the next regularly scheduled collection day.

#### 5.6. DESIGNATED COLLECTED RECYCLABLE MATERIAL DISPOSAL

All designated collected recyclable material must be collected separate from solid waste and sent to a recycling end market facility.

#### 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 Township of Pequannock 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 6:00 p.m. The Township of Pequannock shall list the Contractor's telephone number in the Telephone directory along with other listings for the Township of Pequannock.

#### 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 in which severe weather conditions 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

A. 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 Complaint log shall be available for inspection by the Township of Pequannock.

B. The Contractor shall submit a copy of all complaints received and the action taken to the Township of Pequannock.

#### 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.

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 Township of Pequannock for the preceding calendar month (the "Billing Month").

B. The Township of Pequannock shall pay all invoices within 30 days of receipt. The Township of Pequannock will not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Township of Pequannock 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 vehicle used for collection in the contracting unit, the loads per truck, and the number of cubic yards and the tonnage of the designated collected recyclable material each day during the billing month.

#### 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 Township of Pequannock 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-6.19. The insurance policy shall name the Township of Pequannock as an Additional Named insured indemnifying the Township of Pequannock with respect to the Contractor's actions pursuant to the Contract.

#### 5.17. CERTIFICATES

Upon notification by the Township of Pequannock, 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 Township of Pequannock from and against all claims, damages, losses, and expenses including all reasonable expenses incurred by the Township of Pequannock 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 form 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. BIDDING DOCUMENTS**

6.1, BIDDING	DOCUMENTS CHECKLIST	
6.2. 6.3. 6.4. 6.5. 6.6. 6.7. 6.8. 6.9.	Certified photocopies of bidder's certificate of public and an approval letter issued in conformance with N. Statement of bidder's qualifications, experience A bid guarantee in the form of a bid bond, certified the proper amount made payable to the Township of Stockholder statement of ownership.  Non-collusion affidavit.  Consent of surety.  Proposal.  Business Registration Certificate (may be submitted we Provided prior to the execution of the contract)	J.S.A. 13:1E-126.  and financial ability.  check or cashier's check in  of Pequannock.
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Name of Firm of	or Individual Title	
ACL	405 JUNE 30	7,2020
Signature Join	N SHORTING IN PRESIDENT Date	
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Name	BLUE DIAMOND DISPOSAL	:
Complete Addre	ess	
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p-p-p	SUCCASUNNA NJ 07876	
Telephone Num	(973) 598-9800	
5W20	20	
Certificate N	umber I	Date JUNE 30, 2020
AND NECESS	AN ORIGINAL COPY OF CERTIFICATE OF PUB ITY TOGETHER WITH AN ORIGINAL COPY OF	

page 21 of 42

6.3. STATEMENT OF BIDDER'S QUALIFIC	<u>CATIONS, EX</u>	PERIEN	CE ANI	FINA	NCIAL
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BLUE DIMMONS DISPOSATE [NAME OF F recyclable material services in the event said bio					
the bid proposal which is submitted herewith.	ider is the lowes	st responsi	bie bidd	er on t	ne dasis of
3. I understand and agree that the Townsh					
provided in the Questionnaire in determining t	he lowest, respo	nstble bid	der to b	e award	led the
contract.					
4. I also understand and agree that the Tov					
reject the bid proposal in the event that the ans	wer to any of th	ne foregoir	ng questi	ons is	false.
5. I do hereby authorize the Township of I	Peguannock, or	anv dulv a	uthorize	ed repre	esentative
thereof, to inquire about or to investigate the a					
and I further authorize any person or organizat					
statement to furnish the Township of Pequann	ock with any in:	formation	necessar	ry to ve	rify the
answers given.					
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#### **QUESTIONNAIRE**

This questionnaire must be filled out and submitted as part of the Bid Proposal for solid waste collection and disposal for the Township of Pequannock. 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?
- 2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
- 3. Has the bidder failed to perform any contract awarded to it by the Township Council of the Township of Pequannock 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.
- 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 Township Council of the Township of Pequannock in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
- 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.
- 6. List the government recycling collection contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
  - (a) Name of contracting unit; 500 ENCLOSED INFORMATION
  - (b) Approximate population of contracting unit;
  - (c) Term of contract from to;
  - (d) How were materials collected?
- (e) Give location of marketing site or sites and methods used in the marketing of recyclable material;
- (f) Name and telephone number of Contract Administrator or some other official in charge of collection and marketing.
- 7. State all equipment owned by and/or available to the bidder for use in collection of the designated collected recyclable material described in the work specifications. Include the make of

SEE ENCLOSED EQUIPMENT LIST

each vehicle, the year of manufacture, the capacity, and years of service, present condition and the type and size of the truck bodies.

8. Where can this equipment described above be inspected?

5 HOWARD BLUD MT AMINETON, NJ.

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.

NO ADDITIONAL EQUIPMENT IS NECESTANY

- 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.
- 11. If the equipment to be leased or purchased is not located at the address(s) given above in answer 9, identify where the equipment can be inspected.
  - 12. List the name and address of three credit or bank references.

J'EF BEZOW

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.

SEE ENCLOSED DOCUMENTS

14. Additional remarks.

BLUE DIAMOND DISPOSAL OPERATES ALL NATURAL GAS
POOLENED VEHICLES WHICH AME QUILTER THAN DIESEL
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\*12 LAKELAND BANK 55 BROADWAY DENVILLE, NJ PEOPLES FINANCE JOO FRANK BURN BLUB TEANECK, NJ DOVER BRAKE & CLUTCH 15 WELDON RD LIK HOPATCONE, NJ SOE ENCLOSED

### 6.4. BID GUARANTY

## **BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,	*
	as
Principal, and	, as Surety, are hereby held
and firmly bound unto	:
as OWNER in the penal sum of \$	
for the payment of which, well and truly to be made, we hereby jointly a	
successors and assigns.	
Signed this day of, 2020. T	he Condition of the above
obligation is such that whereas the Principal has submitted to the Townsh	ip of Pequannock, a certain
BID, attached hereto and hereby made a part hereof to enter into a contract	in writing, for
	,
NOW, THEREFORE,	i. La

# 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 in all other respects perform the agreement created by the acceptance of said BOND,

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 in no way be 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 extensions.

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WITNESS/ATTEST:				
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State of New Jersey.	inpanies executing	DOI 100 mas	· be addicated to trains	act business in the
(b) appropriate duly certific executed by agent, officer, by-laws or resolutions of S agent, officer or representa statement of assets and liab	or other representa urety under which I tive was issued and	tive of Principa Power of Attor	l or Surety, (c) a duly cer ney or other certificate o	rtified extract from of authority of its
ACKNOWLEDGMENT	OF PRINCIPAL I	F A CORPOR	<u>ATION</u>	
State of	) SS:			
BE IT REMEMBERED, subscriber, a , personally appear person who signed the with the corporation and corporation and signed with by him as such officer and from its Board of Director.	ed hin instrument as med therein and he th its corporate sea is the voluntary ac	l, was signed, s	of the State of , who I an of nowledged that said instreaded with the corporate	e seal and delivered

# ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

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County of )	33;	:				
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made by the partnership and signed by him v is the voluntary act and deed of the partnersh	was signed, seal					
is the voluntary act and deed of the partices	щр.					
					***************************************	•••••••••••••••••••••••••••••••••••••••
ACKNOWLEDGMENT OF PRINCIPAL	IF AN INDIV	/IDUAL				
			1			
State of)		•	1			
	SS:	!				
County of)			:	•		
		i	<u>;</u>			
BE IT REMEMBERED, that on this	day of	ر وا	2020	, before	me,	the
subscriber, a	1	of the St		antiation is	the ne	eco h
, personally appeared named in and who executed the within instru	ment, and there	upon he acki	nowledge			
and delivered the same as his act and deed, for	or the uses and	purposes the	erein expr	essed.		
			•			
A ffix acknowledgments of Sureties			:			

page 27 of 42

## 6.5. STOCKHOLDER STATEMENT OF OWNERSHIP

## OWNERSHIP DISCLOSURE STATEMENT

In accordance with Chapter 33, P.L. 1977, the corporation or partnership bidding on a public project shall furnish a statement setting forth the names and addresses of all stockholders in the corporation or the partnership who own ten percent (10%) or more of the stock in any class or of individual partners in the partnership who own ten percent (10%) or greater interest therein. BIDS WILL BE REJECTED IF THEY DO NOT CONTAIN THIS DISCLOSURE STATEMENT.

Name of Stockholder or Partner	Address
JOHN SHOMING JA	JAMANDYWINE CT, SUCCASUNNA, NV 07876
TIMOTHY SHORTINO	16 CATALINA DR., SPANTA, NJ 07871
KIMBERLY DIEDTMEN	1/2 TERBUR PRWY, RIVERVALL, NJ 07675
PETER BAMBA	10481 S.E. BANYAN WAY, TEQUESTA, FL 33469
JOSEPH BAPBA	21 DECKER LANE, BOONTON THE NJ 07005"
DANIEL PLAXO	204 LAKEWOOD DR. MILFORD, PA 18337
	By:
	Jens SHORTING JA Title
	PRESIDENT

# 6.6 NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY

COUNTY OF MORMS	) SS: [PROJECT
NAME]	: '
I, JOHN SHORTING JA NAME OF AFFIAN	NT], of the City of SUCASUNA in the
State (Commonwealth) of NEW TEASEY, being of full ag	ge and duly sworn according to law, on my
oath depose and say that:	
1 /	\$
I am employed by the firm of BAUG DIAMOND	DISCOSTIL INAME OF BIDDERL the
bidder submitting the Bid Proposal for the above named p	
President Title OF AFFIANT, and I	
authority to do so. Further, the bidder has not, directly or	
participated in any collusion, or otherwise take any action	
connection with the above named project. All statements	contained in said Rid Proposal and in this
affidavit are true and correct and made with full knowledge	
Township Council of the Township of Pequannock rely up	non the truth of the statements contained
in this affidavit and in said bid Proposal in awarding the co	ontract for the said project.
T.C. at the state of the state	1 1 1 1 1 1 1 1
I further warrant that no person or selling agency has	
secure such contract upon an agreement or understanding	
or contingent fee, except bona fide employees or bona fide	
agencies maintained by the BLUC DIAMOND DISPE	DAC [NAME OF BIDDEK].
0	Marcon de la companya della companya
BLUE DIAMOND DISPOSAL	Title
Name of Firm or Individual	Title
	Management and the second seco
	JUNUS 30 2020 Date
Signature JOHN SHONTING JR	Date
	•
Subscribed and sworn to before me this	
<u>20</u> Day of <u>June</u> , 20 <u>20</u> .	
La State of the st	
- Joseph Del	<del></del>
Notary / Public / of	i i
My Commission SANCH, 20	
STATE OF NEW JERSEY	
My Commission Expires Oct. 11, 2021	

SEE ENCLOSED

### 6.7. CONSENT OF SURETY

KNOW ALL ME	N BY THESE PRESENTS, that we, the undersigned
and authorized to do bus	nd existing under the laws of the State of
hereinafter called the Cont	ractor, for
awarded become Surety for terms and conditions set f the issuance of Performan of the Contract price and t due to the failure of the Co	ct for said work be awarded to said Contractor, we will, upon its being so or said Contractor and agree to be bound with said Contractor upon the orth in the Proposal and Specifications and shall provide security through ce and Payment Bonds in amounts equal to one hundred percent (100%) to be conditioned so as to indemnify Township of Pequannock against loss ontractor to fulfill the obligations and requirements of said Contract.  HEREOF, the undersigned Corporation has caused this Agreement to be
signed by its duly authoriz	ed representative and its corporate seal to be affixed hereto.
,	nisday of, 2020
BY:	ev-in-fact

## NOTE: PLEASE EXECUTE THIS CONSENT OF SURETY FORM.

Consent of Surety must be accompanied by (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where Consent of Surety is executed by agent, officer, or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued; and (d) duly certified copy of latest Published financial statement of assets and liabilities of Surety.

# 6.8. PROPOSAL

Proposal for De	esignated Collected Recyclable Material beginning 🖊 🗸 🕻	1,1,00	Carolina,
[NAME O	F THE CONTRACTING UNIT]:	• •	
I or We	JOHN SHORTING JA	: :	_
Of	BLUE DIAMOND DISPOSAL	1 1	_
	PO BOX 247		_
COMPLETE	ADDRESS SUCCASUMNA NU 07876 STATE	1	<del>-</del>
CITY	STATE		ZIP
	provide complete performance in accordance with the Co sted on the Proposal Sheets.	ontract and	l Specifications
NOTE:		•	
Bidders are requ	aired to sign all Option Proposal sheets.		
Bidders are invi	ted to bid on all or any Option Proposal.  Affix seal if a cor	poration.	
Signature			
Title POUSCO	ONTING JA		

## 6.8.1. PROPOSED OPTION #1

From residential and municipal sources as identified in Sections 5.3 and 5.4 one (1) time dual stream collection of designated collected recyclable material; all households Township-wide on Tuesdays and Fridays.

		Amount in Numbers	Amount in Words
Year	1	\$ <u>480,000.°°</u>	SFOUR-HUNDING EIGHTY THOUSAND
Year	2	\$ 492,000,8	\$ FOUR- HUNDINGS NINETY-TWO THOUSAND
Year	3	\$ 504,000.00	\$ FIVE-HUNDMED, FOUR THOUSAND
Year	4	\$ 576,000.50	\$ FING-HUNDAUD, SINTEEN THOUSAND
Year	5	\$ 528,000.00	\$ FIVE-HUNDINGS, TWENTY-EIGHT THOUSAND
Total		\$ 2,520,000 00	\$ TWO MILLION, FING-HUNDINGO, TWENTY THOUSAN

BLUE DIAMOND DISPOSAL

Individual Name of Firm or Title

Signature John Shorting In Date JUNG 30, 2020

PRESIDENT

## 6.8.1.A PROPOSED OPTION #1A

From residential and municipal sources as identified in Sections 5.3 and 5.4 one (1) time dual stream collection of designated collected recyclable material; all households Township-wide on Tuesdays and Fridays.

	Amount in Numbers	Amount in Words
Year 1	\$282,000.00	8 TWO HUNDRED, EIGHTY-TWO THOUSAND
Year 2	\$291,000.00	\$ Two-HUNDRED, NINETY-ONE THOUSAND
Year 3	\$.300,000,00	\$ THREE - HUNDMED THOUSAND
Year 4	\$ 309,000.00	\$ THREE-HUNDMED, NINE THOUSAND
Year 5	\$ 318,000.00	\$ THINES - HUNDING EIGHTEEN THOUSAND
Total	\$ 1,500,000,00	\$ ONG-MILLION, FINE-HUNDRED THOUSAND

BLUE DIAMOND DISPOSAR Individual Name of Firm or Title

Signature JOHN SHONTING VA Date JUNS 30, 2020

PRESIDENT

# 6.8.2. PROPOSED OPTION #2

From residential and municipal sources as identified in Sections 5.3 and 5.4 one (1) time single stream collection of designated collected recyclable material; all households Township-wide on Mondays.

		Amount in Numbers	Amount in Words
		a di	↑ . 1
Year	1	\$ <u>336,000. <sup>@q</sup></u>	\$ THREE-HUNDRED, THIRTY-SIX THOUSAND
Year	2	\$ <u>34\$,000.00</u>	\$ THINGE-HUNDMEN, FORTY-EIGHT THOUSAND
Year	3	\$ <u>360,000.00</u>	\$ TAINED-HUNDARD, SIXTY THOUSAND
Year	4	\$ 372,000.0°	\$ THREE-HUNDRED SEVENTY. TWO THOUSAND
Year	5	\$ 384,000.5	\$ THREE-HUNDMEN, EIGHTY-FOUR THOUSAND
Total		\$ 1,800,000,00	8 ONE-MILLION, EIGHT-HUNDRED THOUSAND

BLUE DIAMOND DISPOSAL
Individual Name of Firm or Title

Signature John SHONTING In Date JUNE 30,2020

PRESIDENT

### 6.8.3 PROPOSED ALTERNATE BID – SCHOOL DISTRICT

From School District sources as described in Section 5.3.

		Amount in Numbers	Amount in Words	:
Year 1	1	\$ NO BID	\$ <i>NO</i>	BID
Year 2	2	\$	\$	
Year 3	3	<u>\$</u>	\$	
Year 4	4	8	\$	
Year !	5	8	\$	
Total		\$	\$	

Blue Diarrosio Disposac Individual Name of Firm or Title

Signature JOHN SHONTING IN Date JUNG 30, 2028

PRESIDENT

## 6.9 BUSINESS REGISTRATION CERTIFICATE

Bidder must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

Failure to furnish the Business Registration Certificate will result in the rejection of bid. N.J.S.A 52:32-44 (P.L. 2004, c.57)

www1.state.nj.us/TYTR BRC/jsp/BRCLoginJsp.jsp www.nj.gov/treasury/revenue/busregcert.htm

SEE ENCLOSED DOCUMENT

# 7. CONTRACT DOCUMENTS 7.1. CONTRACT

# [FORM TO BE SUPPLIED BY CONTRACTING UNIT]

7.2. PERFORMANCE BOND

	Bond No
PERFORMANCE BOND	
KNOW ALL MEN BY THESE PRESENTS:	
That we, the undersigned as Principal (CONT	RACTOR) and
a Surety duly authorized to transact business in	the State of New Jersey
(Surety), are held and firmly bound onto	in the County
of, NJ, as Obligee (OWNER), in the	e penal sum of
DOLLARS (\$	), lawful money of the
United States, for the payment whereof CONTRACTOR and Surety bir	nd themselves, their heirs
executors, administrators, successors, and assigns, jointly and severally, firm	nly by these presents.
	•
WHEREAS, CONTRACTOR has by written agreement dated	
entered into a Contract with the OWNER for the	
which Contract is by reference made a part hereof and is hereinafter referre	ed to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the CONTRACTOR, its representatives or assigns, shall promptly and faithfully perform said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and true intent and meaning, including repair and/or replacement of defective Work, and shall fully indemnify and save harmless the OWNER from all cost and damage which it may suffer by reason on CONTRACTOR's failure to do so, and shall fully reimburse and repay the OWNER for all outlay and expense which the OWNER may incur in making good any such default, and shall protect said OWNER against and pay such default, and shall protect said OWNER against and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said OWNER or its officers or agents or which the said OWNER may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said Work or the manner of doing the same or the neglect of said CONTRACTOR or its agents or servants or the improper performance of the said Work by the said CONTRACTOR or its agents or servants or the infringement of any patent or patent right by reason of the use of any materials furnished or worked on as aforesaid or otherwise, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety, for value received, for itself, its successors and assigns, hereby stipulates and agrees, if requested to do so by the OWNER, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the CONTRACTOR fails or neglects to fully perform and complete such Work. The Surety further agrees to commence such Work of completion within twenty (20) days after written notice thereof is received from the OWNER and to complete such Work within such time as the OWNER may fix.

IN WITNESS of which shall be deemed	WHEREOF, this ir an original, this	nstrument is executed in four (4) counterparts, each one, 20
ATTEST:		CONTRACTOR'S NAME & ADDRESS
	Secretary	BY: Principal of CONTRACTOR
WITNESS:		SURETY NAME & ADDRESS
BY: Witness as to Suret	<b>y</b>	
Address		BY:Attorney-In-Fact
		Print Name and Title
	SU	RETY SEAL
NOTES:		
The date of the Bond sh	all not be earlier that	n the date of or a date after the date of the Agreement.
The Surety Company sh set forth in N.J.S.A. 2A:		transact business in New Jersey and meet requirements
If CONTRACTOR is a	partnership, all partr	ners shall execute the Bond.
Upon award of Contract	, a Surety Disclosure	Statement and Certification must be submitted

# 7.3. VEHICLE DEDICATION AFFIDAVIT

# **AFFIDAVIT**

•	5			
STATE OF NEW JERSEY	)	-		
COUNTY OF MORNIE	i .	)	SS:	[PROJECT
NAME]				
I, JOHN SHONTING TR NAME OF AF		DED C	N 1111	n
PARTIER PRESIDENT OR OTHER CORDONA			JWNE	к,
PARTNER, PRESIDENT, OR OTHER CORPORA  BLUE DIAMON DIS'POSAC [NAME OF BIDD]	-		Iden	one and com
WAGE DIMPION DISPOSAC INMILE OF DIDD.	EKJ, and being du	y SWOIII	, r ucpc	ose and say.
All statements contained in this affidavit are true	and correct and ma	de with	full kn	owledge that
the State of New Jersey and the Township of Pequann				
contained in this affidavit and in said Bid Proposal in s				
		1		
At all times during the performance of the collect				
in the in the Township of Pequannock, the number of ensure safe, adequate and proper service. I further wa				
vehicles for use only in the Township of Pequannock:				
Pequannock will not be responsible for disposal costs				
Pequannock,	······ <b>6</b>			1
•				
I also understand and agree that failure to comply	~ .			
shall be cause for breach of contract and will entitle th	e Township of Peo	luannoc	k to da	mages
arising therefrom.		:		
BLUE DIAMOND DISPOSAL	PAUSIDER	JT.		
Name of Firm or Individual	Title		_	
ACCE				
July 1	10N5 36	, 202	<u>~</u>	
Signature JOHN SHONTING IN	Date	:		
Subscribed and sworn to before me thi	10			
$\frac{30}{2}$ Day of $\frac{900}{2}$ , $\frac{200}{2}$ .	13			
		.* *		
C Desan Her-er				
Notary Public of		:		
My Commission estates that my commission estates that my commission was plusted to the commission of t	_•			
STATE OF NEW JERSEY				
My Commission Expires Oct. 11, 2021				

# 7.4. CERTIFICATE OF INSURANCE

# [FORM SUPPLIED BY BIDDING UNIT]

7.5. AFFIRMATIVE ACTION AFFIDAVIT				
STATE OF NEW JERSEY	)			
COUNTY OF MOUNT	,	)	SS:	[PROJECT
NAME]		,		
I, John Jhonting Jn [NAME OF AFFIA				
[Commonwealth] of New Jensey being of full a	ge and duly sworr	accordin <sub>e</sub>	g to law	, on my oath
depose and say that:				
	. A			
I am employed by the firm of BING DIAMON	O DISPOSAC	NAME O	F BIDI	DER], the
bidder submitting the Bid Proposal for the above na				
TITLE OF AFFIANT],				
authority to do so. Further, the bidder will comply v	•			· .
127, and shall require all subcontractors to comply w 127.	ith the provisions	of Public	Law 19	7/5, Chapter
121. ;				
BLUE DIAMOND DISPOSAL	PRESIDER	,		
Name of Firm or Individual	Title	1		
	1100			
AL ARCAS	JUNJ 30	2020		
Signature JOHN SHONTING UN	Date			
JOHN SHORTING UR				
; ;				
	.*			
	his			
30 Day of <u>Just</u> , 2020	_•			

20\_

Notary

Му

Public

SUSAN S. KOCH
CommissionOTARY PÜBLIC
STATE OF NEW JERSEY
My Commission Expires Oct. 11, 2021

### 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 #3**

# TOWNSHIP OF PEQUANNOCK -- 2019 MUNICIPAL DATA

RESIDENTIAL SOURCES:

Single family:

4020 units

Multi-family:

0 units

Apartment/Condominiums:

not applicable - service not provided under this

contract

Total:

4020 units

Containers:

30 gallon or equivalent containers

COMMERCIAL SOURCES:

not applicable - service not provided under this contract

INSTITUTIONAL SOURCES:

Schools:

Service provided as an alternate under this contract

MUNICIPAL SOURCES:

Municipal buildings:

6 units (Municipal Building, Library, Public Works, Fire

Safety, Fire Company #1, Fire Company #2)

Total:

7 units

SERVICE POPULATION:

(2010 U.S. Census)

13,000 (16,768 total population but not all served by contract)

AREA:

6.9 square miles

TOTAL ROAD MILES:

78 total road miles:

3 state miles 15 county miles 60 municipal miles

TONNAGE REPORT (2018 Recycling Tonnage Report – Single Stream Collection):

Residential Recycling:

Corrugated 354 tons
Newspaper 740 tons
Other Paper 8 tons
Glass Containers 367 tons
Aluminum Cans 16 tons
Steel Containers 2 tons
Plastic Containers 147 tons

Compacted Mixed Vegetative Waste 2704 tons

### ATTACHMENT #2

### EMPLOYEE WAGE REPORTING

The contractor and any subcontractor thereof engaged under a contract pursuant to this specification is subject to and shall comply with the provisions of N.J.S.A. 34:11-68 with respect to record keeping of all individuals engaged in the collection or transportation of solid waste or recyclable material, excluding recycled or reclaimed asphalt or concrete, collected under this contract as follows:

- 1. The contractor shall keep an accurate record showing the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by, each individual engaged in the collection and transportation work done under the contract, and any other records deemed necessary by the commissioner for the enforcement of wage payments. In addition the records shall be preserved for two years from the date of payment. The record shall be open at all reasonable hours to the inspection of the Township of Pequannock, any other party to the contract, and the commissioner.
- 2. The contractor or subcontractor shall submit a certified payroll record showing only the name, the actual hourly rate of wages paid to, and the actual daily, overtime and weekly hours worked by each individual engaged in the collection and transportation work done under the contract, in a form satisfactory to the commissioner, to the Township of Pequannock for each payroll period not more than 10 days after the payment of wages. Reporting under this section may be fulfilled by using the N.J. Department of Labor and Workforce Development's "Payroll Certification for Public Works Project" and completing columns 1-5 for each covered employee. The certification shall be submitted to:

Pequannock Township Township Manager 530 Newark Pompton Turnpike Pompton Plains, NJ 07444

By entering into a contract, the contractor acknowledges the provisions of N.J.S.A. 34:11-68 with regard to the authority of the Commissioner of the Department of Labor and Workforce Development to investigate the contractor or subcontractor's wages and any penalties that may result from lure to comply.