TOWNSHIP OF PEQUANNOCK OFFICE OF THE TOWNSHIP MANAGER

VEGETATIVE WASTE COLLECTION SERVICE

April 25, 2020

Township of Pequannock 530 Newark Pompton Turnpike Pompton Plains, New Jersey 07444 (This Page Left Intentionally Blank)

TOWNSHIP OF PEQUANNOCK OFFICE OF THE TOWNSHIP MANAGER

UNIFORM BID SPECIFICATIONS VEGETATIVE WASTE COLLECTION SERVICE

TABLE OF CONTENTS

		Page	1
	Notice to Bidders	5	
1.0	Instructions to Bidders	6	:
	1.1. The Bid	6) }
	1.2. Changes to the Bid Documents	6	,
	1.3. Bid Opening	6	
	1.4. Documents to be Submitted	6	:
2.0	Definitions	7	
3.0	Bid Submission Requirements	8	:
	3.1. Bid Proposal	.8	: -
	3.2. Bid Guarantees	'9	
	3.3. Exceptions to the Bid Specifications	9	
	3.4. "Or Equal" Substitutions	9	
	3.5. Compliance	10	
	3.6. Conflict of Interest and Non-Collusion	10	
	3.7. No Assignment of Bid	10	:
4.0	Award of Contract	10	
	4.1. Generally	10	
	4.2. Notice of Award and Execution of Contract	11	
	4.3. Responsible Bidder	11	:
	4.4. Performance Bond	11	
	4.5. Affirmative Action Requirements	12	
	4.6. Vehicle Dedication Affidavit	12	ĺ
	4.7. Errors in Price Calculation	12	
5.0	Work Specifications	13	
	5.1. Service Area	13	:
	5.2. Territorial and Geographic Boundaries	13	
	5.3. Collection Options	13	
	5.4. Collection Schedule	14	
	5.5. Vegetative Waste Disposal	14	
	5.6. Vehicles and Equipment	14	

TABLE OF CONTENTS

		Page#
	5.7. Name on Vehicles	15
	5.8. Telephone Facilities and Equipment	15
	5.9. Failure to Collect	15
	5.10. Complaints	15
	5.11. Solicitation of Gratuities	16
	5.12. Invoice and Payment Procedure	16
	5.13. Competence of Employees	16
	5.14. Supervision of Employees	16
	5.15. Insurance Requirements	· 17
	5.16. Certificates	17
	5.17. Indemnification	17
6.0	Bidding Documents	18
	6.1. Bidding Documents Checklist	18
	6.2. Certification of Public Convenience and	
	Necessity/A-901 Approval Letter	19
	6.3. Statement of Bidder's Qualifications,	
	Experience and Financial Ability	20
	6.4. Bid Guaranty	23
	6.5. Stockholder Statement of Ownership	26
	6.6. Non-Collusion Affidavit	27
	6.7. Consent of Surety	28
	6.8. Proposal	29
	6.9 Business Registration Certificate	31
7.0	Contract Documents	32
	7.1. Contract	32
	7.2. Performance Bond	32
	7.3. Vehicle Dedication Affidavit	34
	7.4. Certificate of Insurance	35
	7.5. Affirmative Action Affidavit	35
	i l	
ATTA	ACHMENT #1 – Mandatory Affirmative Action Language	36
ATTA	ACHMENT #2 – Employee Wage Reporting	38
	ACHMENT #3 – 2019 Municipal Data	39

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

NOTICE TO BIDDERS

UNIFORM BID SPECIFICATIONS VEGETATIVE WASTE 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 less than \$20,000.00, must be deposited by the bidder. The bid guarantee shall be signed by an authorized agent or representative of the guarantor 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 VEGETATIVE WASTE COLLECTION SERVICE NOVEMBER 1, 2020

1. INSTRUCTIONS TO BIDDERS

1.1. THE BID

The Township of Pequannock is soliciting bid proposals from vegetative waste collectors interested in providing vegetative waste collection and/or disposal 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 at 2:30 p.m. 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 2:30 p.m. on Tuesday, 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; 4/25/2020

- 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 vegetative waste collection services contained herein.

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

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

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

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

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

"Contract administrator" is the person authorized by the contracting unit to procure and administer contracts for vegetative 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 4/25/2020

Page 7 of 39

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.

"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.

"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 IV 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.

"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 and the Township of Pequannock. Included in this definition are wastes generated by households identified by the New Jersey Department of Environmental Protection as ID 23.

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.

4/25/2020

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 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 4/25/2020 Page 9 of 39

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 4/25/2020

Page 12 of 39

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 vegetative waste from each residential property within the Township for each Option described by the Township Council of the Township of Pequannock.

The Township Council of the Township of Pequannock shall select one collection Option for the contract period as determined by the Township of Pequannock 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

OPTION #1 - ONCE PER WEEK VEGETATIVE WASTE COLLECTION - DOES NOT INCLUDE LEAVES COLLECTED FROM VACUUM PROGRAM

All vegetative waste will be collected curbside in a Township-wide single route once per week, April through December. Each curbside collection point will be permitted to place vegetative waste in containers, biodegradable bags, or bundles not to exceed four feet in length each collection day. This option does not include leaves collected by the Township of Pequannock as part of the Township's curbside vacuum leaf program operated in the autumn of each year.

In addition, Christmas trees will be collected twice in the month of January with collections separated by at least two weeks.

NOTE: All costs and/or revenues from the marketing of vegetative wastes will be the responsibility of the Contractor.

<u>OPTION #2 - ONCE PER WEEK VEGETATIVE WASTE COLLECTION – INCLUDING</u> LEAVES COLLECTED FROM VACUUM PROGRAM

All vegetative waste will be collected curbside in a Township-wide single route once per week, April through December. Each curbside collection point will be permitted to place vegetative waste in containers, biodegradable bags, or bundles not to exceed four feet in length each collection day.

This option includes leaves collected by the Township of Pequannock as part of the Township's curbside vacuum leaf program operated in the autumn of each year.

In addition, Christmas trees will be collected twice in the month of January with collections separated by at least two weeks.

NOTE: All costs and/or revenues from the marketing of vegetative wastes will be the responsibility of the Contractor.

5.4. COLLECTION SCHEDULE

- A. All collection services, as described in these specifications, shall be performed on all Mondays between 6:00 a.m. and sunset.
 - 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.

5.5. VEGETATIVE WASTE DISPOSAL

All vegetative waste collected within the Township of Pequannock shall be disposed of in accordance with the Morris County Solid Waste Management Plan and in accordance with existing regulations at an approved facility to accept vegetative waste.

5.6. 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.

5.7. 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.

5.8. 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.

5.9. 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 vegetative 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.

5.10. 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.

5.11. 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.

5.12. INVOICE AND PAYMENT PROCEDURE

A. The Contractor shall submit all invoices for collection 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 material disposed of each day during the billing month.

5.13. 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.

5.14. 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.

5.15. 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.

5.16. 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.

5.17. 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

$\stackrel{\checkmark}{\checkmark}$ 6.2.	Certified photocopies of bidder's certificate of public
	convenience and necessity and an approval letter issued in conformance with
	N.J.S.A. 13:1E-126.
6.3.	Statement of bidder's qualifications, experience and financial ability.
6.4.	A bid guarantee in the form of a bid bond, certified check or cashier's check
/	in the proper amount made payable to the Township of Pequannock.
6.5.	Stockholder statement of ownership.
<u>v</u> 6.6.	Non-collusion affidavit.
6.6. 6.7. 6.8. 6.9.	Consent of surety.
6.8.	Proposal.
<u>~</u> 6.9.	Business Registration Certificate (may be submitted with bid but must be
	Provided prior to the execution of the contract)

Name of Firm or Individual Title

Signature JOHN SHONTING JA

PRESIDENT

6.2. CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY/A-901 APPROVAL LETTER Name BLUE DIAMOND DISPOSAL Complete Address PO BOX 247 SUCCASUNNA, NV 07876 Telephone Number (973) 578-9800 ATTACH AN ORIGINAL COPY OF CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TOGETHER WITH AN ORIGINAL COPY OF A-901 APPROVAL LETTER

SEE ENCLOSED DOCUMENTS

6.3. STATEMENT OF BIDDER'S QUALIFICATI	ONS, EXPERIE	NCE AN	D FINA	NCIAL
ABILITY				
AFFIDA	VIT			
STATE OF NEW JERSEY) .			
COUNTY OF MORM'S	·)	SS:	PROJECT
NAME]		,		
I, JOHN SHONTING IN [NAME OF	AFFIANT], am th	ne	2-510	GNI
[IDENTIFY RELATIONSHIP TO BIDDER: OW	NER, PARTNEI	R, PRESI	DENT.	OR
OTHER CORPORATE OFFICER] of the Beve	DIAMOND DISPO	JA L	INAM	E OF
BIDDER], and being duly sworn, I depose and say:			_ [- ·	
1. All of the answers set forth in the Questionna	ure are true and ea	ch auest	on is an	swered on
the basis of my personal knowledge.		on queen	.011 10 1111	owered on
,1	•			
2. All of the answers given in the Questionnaire	are given by me fo	or the evi	340cc (311	rnose of
inducing the Township Council of the Township of			press pu	rpose or
PLUE DIAMONA DISPOSAL [NAME OF BIDDER] t			vaete co	llection
services in the event said bidder is the lowest response	sible bidder on the	bacic of	the bid	nection proposal
which is submitted herewith.	sible bluder on the	DASIS OF	me ora	proposai
which is submitted herewith.				
3. I understand and agree that the Township of	Doguesano ele vvilla	alan	مام مام د	
provided in the Questionnaire in determining the low	roet gosponaible b	iddag ta 1	the into	1111211011
contract.	vest, responsible b	idder to	be award	led the
contract.				
4. I also understand and agree that the Township reject the bid proposal in the event that the answer to				
5. I do hereby authorize the Township of Pequa	nnock or any dul	anthori	zad rene	acantatirra
thereof, to inquire about or to investigate the answer	to any question b	y aumoni rovided i	n the Or	esentanve
and I further authorize any person or organization th	nat has knowledge	of the fa	ete eupp	lied in mah
statement to furnish the Township of Pequannock w	ith any informatic	or the tw	ora to re	ned in saci
answers given.	itti atiy iirioiiiiatic	AT TICCCSS.	my to ve	Tily tile
in in the second				
BLUE DIAMOND DISPOSAL				
Name of Firm or Individual Title				
Allens	JUNG 30, 2	man		
Signature JOHN SHONTING JA PROTIDENT D	Date			
Diguiture John Shololing Ol Theshow,	rate .			
Subscribed and sworn to before me t	his			
usarshord,	_•			
Notary Public of SUSAN S, KOC	<u> </u>			
" ' NUIARY PHRII	Ċ			
	SEY	Α .	!	
Note: A partnership must give firm formesing and signature of a fficial and the	wrei oznam partners	. A corp	oration r	must give
full corporate name and signature of official, and the	corporate seal aff	ixed.		

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for vegetative 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 vegetative waste collection services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this

subject.

SEE ENCLOSED INFORMATION

- (a) Name of contracting unit;
- (b) Approximate population of contracting unit;
- (c) Term of contract from to;
- (d) How were materials collected?
- (e) Give location of disposal site or sites and methods used in the disposal of vegetative waste;
- (f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work specifications. Include the make of each vehicle, the year of manufacture, the capacity, and years of service, present condition and the type and size of the truck bodies.

SIEU ENCLOSUD EQUIPMENT LIST

8. Where can this equipment described above be inspected?

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.

ADDITIONAL EQUIPMENT NECESSARY

- 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.

SEC BELOW

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.

JEE ENCLOSED DOCUMENTS

14. Additional remarks.

BLUE DIAMOND DISPOSAL OPERATES ONLY NATURAL CAS POWERUS VEHICUS WHICH AME QUIETER THAN DIESER PEWETED VEHICLES AND MORE ENVIRONMENTALLY FALENDLY

LAKELAND BANK 55 BREADWAY DENVILLE, NJ PEOPLES FINANCE 300 FRANK BURN BLND TEANECK, NJ DOVER BRAILE + CLUTCH 15 WELDON PO LK HORATCONG * 17

SEE 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 an	d severally bind ourselves,
successors and assigns.	
Signed this, 2020. Th	e Condition of the above
obligation is such that whereas the Principal has submitted to the Township	of Pequannock, a certain
BID, attached hereto and hereby made a part hereof to enter into a contract l	n writing, for
	•
NOW, THEREFORE,	;

a) If said BID shall be rejected, or

b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID), and shall 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.

IN WITNESS WHEREO and such of them as are corporat affixed and these presents to be s	ions have caused th	eir corporate seals to	reunto set their hands and seals, be hereto nd year first set forth above.
WITNESS/ATTEST:		•	
	:		(L.S.)
		Principal	(13.0.)
WITNESS/ATTEST:			/I S)
		Surety	(L.S.)
	Ву: _		
IMPORTANT - Surety companies State of New Jersey.	ies executing BON	DS must be authori	zed to transact business in the
Bid Bond must be accome (b) appropriate duly certified copy executed by agent, officer, or other by-laws or resolutions of Surety was agent, officer or representative was statement of assets and liabilities	y of Power of Attor er representative of under which Power as issued and (d) du	ney or other certifica Principal or Surety, (of Attorney or other	(c) a duly certified extract from certificate of authority of its
ACKNOWLEDGMENT OF PI	RINCIPAL IF A C	<u>ORPORATION</u>	
State of) County of)	SS:		
BE IT REMEMBERED, that on subscriber, a , personally appeared person who signed the within inst the corporation named th corporation and signed with its c by him as such officer and is the from its Board of Directors.	trument as erein and he thereu orporate seal, was s	of the Sta , oon acknowledged th igned, sealed with th	who I am satisfied, is the of nat said instrument made by the ne corporate seal and delivered

4/25/2020

ACKNOWLEDGMENT OF PRINCIPAL IF A PARTNERSHIP

State of)	SS:		:			
County of)	33;					
BE IT REMEMBERED, that on this subscriber, a , who I am satisfied, is one of the me the partnership named therei made by the partnership and signed by him was the voluntary act and deed of the partnership.	n and he the vas signed, se	reupon acknowl	edged th	before at the said m as such p	instrun	the nent and
	_		2			
ACKNOWLEDGMENT OF PRINCIPAL	<u>IF AN IND</u>	IVIDUAL				
State of) County of)	SS:					
BE IT REMEMBERED, that on this	day of	•	2020	, before	me,	the
subscriber, a , personally appeared named in and who executed the within instru and delivered the same as his act and deed, for	ment, and the	ereupon he ackn	who I am owledge	n satisfied is I that he sig essed.		
		.				
Affix acknowledgments of Sureties.	_		:			

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 SHORTING JR	5 BRANDYWING CT, SUCCASUNNA NJ 07876
TIMOTHY SHONTING	16 CATALINA DR. SPANTA, NJ 07871
KIMBERLY DIEDTRICH	112 TERBEU PKWY RIVERVALE, NO 07675
PETER BANBA	10481 S.E. BANYAN WAY, TEQUESTA, FL 38469
JOSEPH BAMBA	21 DECKER LANG, BOONTON TWO, NO 07005
DANIVE PLAXE	214 LAKEWOOD DR MILTOND, PA 18337
	By;
: :	FOHN SHONTING In Title
	Prisibility

6.6. NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY COUNTY OF Monnis NAME) :)	SS:	[PROJECT
I, JOHN SHORTING IN [NAME OF AFFIA (Commonwealth) of New Jensey, being of full as oath depose and say that:	NT], of the City of ge and duly sworn acc	cording	to law	n the State v, on my
•				
I am employed by the firm of BLVE DIAMENT D	ISPESA [NAME	OF BII	ODER], the bidder
submitting the Bid Proposal for the above named pro			Propo	sal with full
authority to do so. Further, the bidder has not, direct				
participated in any collusion, or otherwise take any ac	ction in restraint of fro	ee, com	petitiv	e bidding in
connection with the above named project. All statem affidavit are true and correct and made with full know	ients contained in said	d Bid P f New	roposa Tersev	ul and in this and the
Township Council of the Township of Pequannock r	ely upon the truth of	the sta	temen	ts contained
in this affidavit and in said bid Proposal in awarding t	the contract for the sa	id proj	ect.	
I further warrant that no person or selling agency	r has been employed	or retai	ned to	solicit or
secure such contract upon an agreement or understan	ding for a commissic	on, perc	entage	brokerage
or contingent fee, except bona fide employees or bon	na fide established cor	nmerci	al or se	elling
agencies maintained by the BLUC DIHMOND DUP	OSAL [NAME O	FBIDI	DER].	
BLUE DIAMOND DISPOSAL	PRETIDEN	7		
Name of Firm or Individual	Title	1		
	JUNU 30,2	2020		
Signature Tother SHORTING In	Date			
	nis			
		į		
Joseph L	·			
Notary Public of		:		
My Commissi SUSAN SI KOCO		-		
STATE OF MEIN TEROPH		i.		
My Commission Expires Oct. 11, 2021		i		

SEE ENCLOSED

6.7. CONSENT OF SURETY

KNOW ALL MEN B	Y THESE PRESENTS, that we, the	he undersigned
a corporation organized and e	xisting under the laws of the State of	of
and authorized to do busines	es in the State of New Jersey do	hereby consent and agree with the
Township of Pequannock tha	t if the foregoing proposal of	nereby consent and agree with the
· :		
· .		
hereinafter called the Contrac	tor, for	
awarded become Surety for s terms and conditions set forth the issuance of Performance of the Contract price and to b due to the failure of the Contract	aid Contractor and agree to be bo in the Proposal and Specification and Payment Bonds in amounts eq e conditioned so as to indemnify To factor to fulfill the obligations and r	_
IN WITNESS WHEI signed by its duly authorized t	REOF, the undersigned Corporation epresentative and its corporate seal	on has caused this Agreement to be to be affixed hereto.
Signed, Sealed and dated this	day of	, 2020
BY: Attorney-	to fact	•
Attornev-	HP-TACI.	

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 Vegetative Waste Collection beginning Nov. 1, 2020

[NAME OF THE CONTRACTING UNIT]:

I or We	JOHN SHORTING JA	
Of	BLUE DIAMOND DISPOSAL	
	PO BOX 267	
COMPLETE	ADDRESS SUCCASCIVIA NO 07876	: •
CITY	STATE	ZIP

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

Affix seal if a corporation.

NOTE:

Bidders are required to sign all Option Proposal sheets.

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

Signature

JOHN SHONFING IN

Title PROTIDON;

<u>6.8.1a. PROPOSED OPTION #1 - ONCE PER WEEK VEGETATIVE WASTE</u> <u>COLLECTION - DOES NOT INCLUDE LEAVES COLLECTED FROM VACUUM PROGRAM</u>

One day collection of vegetative waste (single route).

		Amount in Numbers	Amount in Words
Year Year Year	1 2 3	\$ 285,000.05 \$ 285,000.05 \$ 285,000.05	\$ TWO-HUNDAED, SEVEN, Y-THAUT THOUSAND \$ TWO-HUNDAED & 1611 TY-FINE THOUSAND \$ TWO-HUNDAED, ETGHTY-FINE THOUSAND
Year	4	\$ <u>297,000.55</u>	\$ TWO-HUNDRED, NEWETY-SEVEN THOUSAND
Year	5	\$ 303,000.55	\$ THING HUNDINGO, THINGS THOUSAND
Total		\$ 1,443,000.00	\$ ONE-MILLION, FOUR HUNDINGD, FORTY-THOUSAND

6.8.1b PROPOSED OPTION #2 - ONCE PER WEEK VEGETATIVE WASTE COLLECTION - INCLUDING LEAVES COLLECTED FROM VACUUM PROGRAM

One day collection of vegetative waste (single route).

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

Individual Name of Firm or Title

Signature Date

JOHN SHOTING JIN JUNE 30, 20 20

PRESIDENT

6,9 BUSINESS REGISTRATION CERTIFICATE

Bidder may provide State Division of Revenue issued Business Registration Certificate with the bid submission but must prior to the execution of a contract. 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 SUPPLIED BY CONTRACTING UNIT]

Bond No.

7.2. PERFORMANCE BOND

i	PERFOR	MANCE BON	D	•	
KNOW ALL MEN BY TH	ESE PRESENT	TS:			
That we, the undersigned		as Principal (CONTRACTOR) and			
	ety duly authoriz	ed to transact b	ousiness in th	ne State of New Jersey	
of, NJ,	as Obligee	(OWNER),	in the	penal sum of lawful money of the	
United States, for the payme executors, administrators, suc	nt whereof CON	TRACTOR and	Surety bind	themselves, their heirs,	
WHEREAS, CON	ΓRACTOR has b	y written agree	ment dated _		
entered into a Contract with					
which Contract is by reference	e made a part her	eof and is herein	after referred	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 4/25/2020

Page 32 of 39

received from the OWNER and to comp	olete such Work within	such time as the OWNER m	ay fix.
IN WITNESS WHEREOF, the of which shall be deemed an original, this	nis instrument is execut s day of	ted in four (4) counterparts, e.	ach one
ATTEST:	CONTRACTO	R'S NAME & ADDRESS	
Secretary	BY;		
,	Principal of (CONTRACTOR	
WITNESS:	SURETY NAMI	E & ADDRESS	
BY:Witness as to Surety			
	BY:		-
Address	A	ttorney-In-Fact	
	Print Name and	Title	•
	SURETY SEAL		
NOTES:			
The date of the Bond shall not be earlier	than the date of or a d	ate after the date of the Agree	ement.
The Surety Company shall be authorized set forth in N.J.S.A. 2A:44-143-144.	d to transact business i	n New Jersey and meet requi	rements
If CONTRACTOR is a partnership, all p	partners shall execute t	ne Bond.	
Upon award of Contract, a Surety Disclo	osure Statement and Ce	ertification must be submitted	

Page 33 of 39

4/25/2020

7.3. VEHICLE DEDICATION AFFIDAVIT

AFFIDAVIT

	NEW JE Monne))	SS:	[PROJECT
I, John Set [IDENTIFY RE: OTHER CORPO and being duly sv	LATIONSH DRATE OFI	IP TO BIDD: FICER] of the	FFIANT], am ER: OWNER Bwe diamo	, PARTNI	ER, PRESII	DENT.	OR BIDDER],
All statemen the State of New contained in this	Jersey and th	ne Township c	it are true and of Pequannock oposal in signi	rely upon	the truth of	the sta	tements
in the in the Tow ensure safe, adequation vehicles for use of Pequannock will. Pequannock. I also unders shall be cause for	nship of Pequate and proposed in the Tonot be respontant and agreement of contract of cont	uannock, the per service. I pownship of Peonsible for disp	further warran quannock is no osal costs for to comply wit	lection veh t that in th ot feasible, waste gene h the repre	icles reason e event that that the To rated outsid	ably cal dedica wnship le the T	culated to tion of of ownship of er herein
arising therefrom BLUC DIAMO	,	r (A)					
Name of Firm or	Individual	Title	J	TWE 30	2020		
Signature John	SHONTING	In PACTO	Date	· · · · · · · · · · · · · · · · · · ·	, `		
Subscribed and 30 Day	l sworn of	to before	me this 20 <u>20</u> .				
	of SUSAN S. Ki NOTABLE PRI STATE OF NEW , ommission Expires	LIC,	20				

Commissiblian S. Koehes NOTARY PUBLIC STATE OF NEW JERSEY

My Commission Expires Oct. 11, 2021

[FORM SUPPLIED BY BIDDING UNIT]

7.5. AFFIRMATIVE ACTION AFFIDAVIT STATE OF NEW SS: PROJECT COUNTY OF MORMS NAME] I, JOHN SHOWING Ja [NAME OF AFFIANT], of the City of TUCASUNNA in the State [Commonwealth] of New Jensey being of full age and duly sworn according to law, on my oath depose and say that: I am employed by the firm of BLOG STATE [NAME OF BIDDER], the bidder [TITLE OF AFFIANT], and I have executed the Bid Proposal with full authority to do so. Further, the bidder will comply with the provisions of Public Law 1975, Chapter 127, and shall require all subcontractors to comply with the provisions of Public Law 1975, Chapter 127. SLUCT DIAMOND DISPOSAL Name of Firm or Individual Signature JOHN SHONTING IN this before Subscribed and to Public

20

My

ATTACHMENT #1

Procurement and Service Contract--Mandatory Language

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

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

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

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

ATTACHMENT #2

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.

ATTACHMENT #3

TOWNSHIP OF PEQUANNOCK-- 2014 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:

Rigid containers, biodegradable bags, or tied bundles

not to exceed four feet in length

COMMERCIAL SOURCES:

not applicable - service not provided under this contract

INSTITUTIONAL SOURCES:

Schools:

not applicable - service not provided under this contract

MUNICIPAL SOURCES:

Public Works Department:

(1) 30 yard unit

SERVICE POPULATION:

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

(2010 U.S. Census)

AREA:

6.9 square miles

TOTAL ROAD MILES:

78 total road miles:

3 state miles 15 county miles 60 municipal miles

VOLUMN REPORT (2019 YEAR):

Compacted Mixed Vegetative Waste:

4,685 cubic yards

Vacuumed Leaves:

7,800 cubic yards

Total

16,014 cubic yards

		d · ·			İ
		!			
					:
	-				!
	:				
			•		
·					
		:	•		
		THE CONTRACTOR OF THE CONTRACT			
	÷ ;				
· · · · · · · · · · · · · · · · · · ·					
	: :				
	:			ę.	
					i ! :
	, !				



State of New Jersey

Christine Todd Whitman Governor

Department of Environmental Protection

Robert C. Shinn, Jr. Commissioner

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 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:lc

c: Harley Williams

Mike DeTalvo

TOHN SHOKTING JA CENTIFIED TO BE A TIME COPY OF THE OMGINAL

New Jersey is an Equal Opportunity Employer Recycled Paper

•			

This Certificate is Non-Transferable



State of New Jersey

Christine Todd Whitman Governor Department of Environmental Protection

Robert C. Shinn, Jr. Commissioner

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.

Date of Issue:

4/14/1999

Frank Coolick, Assistant Director

Division of Solid & Hazardous Waste

JOHN SHONTING IN

CENTIFIED TO BE A TOWE

New Jersey is an Equal Opportunity Employer Recycled Paper

		•	



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO

Li. Governor

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

BOB MARTIN
Commissi Oner

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

DEPARTMENT 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

Director

New Jersey Division of Revenue

			N.	
· ·				



Registration Date: Expiration Date:

06/01/2021 06/02/2020

State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):

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



Daniel Plaxe, Vice-President

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

Responsible Representative(s):

Peter Barba, Treasurer Kimberly Diedtrich, Vice-President

Certification 30840

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-JUN-2020

BLUE DIAMOND DISPOSAL INC

P.O. BOX 267

SUCCASUNNA

NJ 07876

ELIZABETH MAHER MUOIO State Treasurer

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

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
242	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
247	REL - CNG	2012	Autocar	28 CuYd	XY193N	06314
248	REL - CNG	2013	Autocar	28 CuYd	XARP13	06327
249	REL - CNG	2012	Autocar	28 CuYđ	XY195N	06315
250	REL - CNG	2012	Autocar	28 CuYd	XY196N	06316
251	REL - CNG	2012	Autocar	28 CuYd	XY197N	06317
252	REL - CNG	2012	Autocar	28 CuYd	XY198N	06318
253	REL - CNG	2012	Autocar	28 CuYd	XY199N	06319
254	REL - CNG	2012	Autocar	28 CuYd	XDSD74	06335
255	REL - CNG	2012	Autocar	28 CuYd	XY201N	06320
256	REL - CNG	2012	Autocar	28 CuYd	XY819U	06323
257	REL - CNG	2012	Autocar	28 CuYd	XY820U	06324
258	REL - CNG	2012	Autocar	28 CuYd	XY821U	06325
259	REL - CNG	2012	Autocar	28 CuYd	XY822U	06326
260	REL - CNG	2013	Autocar	28 CuYd	XARP75	06328 06329
261	REL - CNG	2013	Autocar	28 CuYd	XARP76	06339
262	REL - CNG	2013	Autocar	28 CuYd	XARP77	06333
263	REL - CNG	2015	Autocar	32 CuYd	XCPL52 XDBV69	06337
264	REL - CNG	2016	Autocar	28 CuYd	XDBV70	06338
265	REL - CNG	2017	Autocar	28 CuYd	XDBV70 XDBV71	06339
266	REL - CNG	2016	Autocar	28 CuYd 28 CuYd	XERJ67	06340
267	REL - CNG	2017	Autocar	28 CuYd	XERJ68	06341
268	REL - CNG	2017	Autocar	28 CuYd	XERJ69	06342
269	REL - CNG	2017	Autocar	28 CuYd	XERJ70	06343
270	REL - CNG	2017	Autocar	28 CuYd 28 CuYd	XERJ71	06344
271	REL - CNG	2017	Autocar Autocar	28 CuYd	XGPD56	24595
272	REL - CNG	2018 2018	Autocar	28 CuYd	XGPD57	24596
273	REL - CNG		Autocar	28 CuYd	XGPD66	24597
274	REL - CNG	2018 2018	Autocar	28 CuYd	XGPE60	24718
275	REL - CNG	2010	ZMOÇAL	20 24 1 4		

301 305 306 307 308 310 311 312 313 314 315	FEL FEL FEL FEL - CNG	2003 2008 2009 2010 2012 2012 2017 2017 2017 2018 2018	Mack Mack Mack Mack Autocar Autocar Autocar Autocar Autocar Autocar Autocar Autocar Autocar	40 CuYd	X3447W XM398X XEYA72 XT638X XX400Z XX402Z XDAE80 XDAE81 XDAE82 XGPD58 XGPD59 XGPD60	06297 06302 06307 06308 06321 06322 06345 06346 06347 24591 24592 24593
317	FEL - CNG	2018	Autocar	40 CuYd	XGPD55	24594
401	ASL – CNG	2016	Autocar	33 CuYd	XCHZ30	06334
402 403	ASL – CNG ASL – CNG	2016 2019	Autocar Autocar	33 CuYd 33 CuYd	XDAE43 XGUU88	06336 26384
30 32 36 43 44 45 46 47 48 50 51	P/U P/U P/U P/U P/U P/U	2006 2006 2007 2012 2015 2015 2015 2015 2015 2015 2019	Dodge Chevy GMC Chevy 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	John Deere John Deere Honda	Wheel Loader Skid Steer Fork Lift		
	CARS	2007 2013 2010 2017	Buick LaCrosse Land Rover Chevy P/U BMW X3	Roger Denise	OWNED OWNED OWNED	WMR78P ZSV88L ZYU21S

						•
		,				٠
	·					
				,		
			,			

FINANCIAL STATEMENTS
DECEMBER 31, 2019 AND 2018

•				,
		>		

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



INDEPENDENT ACCOUNTANTS' REVIEW REPORT

md4cpa.com

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

BALANCE SHEETS AS OF DECEMBER 31, 2019 AND 2018

ASSETS	<u>S</u>	4
		<u> 2018</u>
Current Assets:		
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".

.

$\underline{\mathit{LIABILITIES}}\ \underline{\mathit{AND}}\ \underline{\mathit{STOCKHOLDERS'}}\ \underline{\mathit{EQUITY}}$

	<u> 2019</u>		<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	 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)	 3,638,381		3,960,376
$Total\ Stockholders'\ Equity$	 3,639,381	-	3,961,376
TOTAL LIABILITIES AND STOCKHOLDERS'			
EQUITY	\$ 8,670,393	\$	11,140,074

			t e e
,			
	,		

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

2019

2018

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: 2,498,981 22,078,835 Payroll Taxes - Management 649,800 670,800 Payroll Taxes - Management 35,093 35,203 Pension Plan Expense (No			<u> </u>
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 1,74,491 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 22,498,981 22,078,835 Total Operating Expenses 22,498,981 22,078,835 Gross Profit 4,591,970 4,377,516 General and Administrative Expenses: 22,498,981 22,078,835 Payroll Taxes - Management 649,800 670,800 Payroll Taxes - Management 82,366 78,324 Office Expense 173,883 183,929 Advertising and Promotion (Note 2) 72,437	Sales (Note 1)	\$ 27,090,951	\$ 26,456,351
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 1,74,491 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 22,498,981 22,078,835 Total Operating Expenses 22,498,981 22,078,835 Gross Profit 4,591,970 4,377,516 General and Administrative Expenses: 22,498,981 22,078,835 Payroll Taxes - Management 649,800 670,800 Payroll Taxes - Management 82,366 78,324 Office Expense 173,883 183,929 Advertising and Promotion (Note 2) 72,437	Operating Expenses:		
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: 2 2,498,981 22,078,835 Gross Profit 4,591,970 4,377,516 4,377,516 General and Administrative Expenses: 8 2,498,981 22,078,835 Gross Profit 4,591,970 4,377,516 4,377,516 General and Administrative Expenses: 8 2,360 670,800 Payroll - Management 35,093 </td <td></td> <td>527,590</td> <td>537,587</td>		527,590	537,587
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: 2 2,498,981 22,078,835 Gross Profit 4,591,970 4,377,516 4,377,516 General and Administrative Expenses: 8 2,303 35,203 Payroll Taxes - Management 35,093 35,203 35,203 Pension Plan Expense (Note 5) 82,366 78,324 Office Expense 173,883 183,929 <	Landfill Fees	9,809,485	9,631,758
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: Payroll - Management 649,800 670,800 Payroll - 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 3,571 57,768 Utilities 26,824	·	1,556,632	1,544,106
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: *** 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	Payroll - Operating	6,758,153	6,618,535
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: Value of the second of the se		184,815	159,374
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 143,879 76,455 Total Operating Expenses 22,498,981 22,078,835 Gross Profit 4,591,970 4,377,516 General and Administrative Expenses: 8 649,800 670,800 Payroll - Management 649,800 670,800 960,800 Payroll Taxes - Management 35,093 35,203 95,203 Pension Plan Expense (Note 5) 82,366 78,324 00,600 72,437 86,545 86,	Fuel and Oil	189,531	236,552
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: Payroll - Management 649,800 670,800 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<	Repairs and Maintenance	1,059,513	1,074,491
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: 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 6,7	License Plates and Permits	150,039	161,919
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: 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 Exp	Subcontractors	1,408,268	1,384,013
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: 8 649,800 670,800 Payroll - Management 649,800 670,800 90,800 Payroll Taxes - Management 35,093 35,203 90,806 78,324 Office Expense (Note 5) 82,366 78,324 78,324 72,437 86,545 86,5	Equipment Rental	2,520	1,268
Total Operating Expenses 22,498,981 22,078,835 Gross Profit 4,591,970 4,377,516 General and Administrative Expenses: 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	Natural Gas Truck Fuel	709,056	652,777
Gross Profit 4,591,970 4,377,516 General and Administrative Expenses: 8 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	General Expenses	143,379	76,455
General and Administrative Expenses: 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	Total Operating Expenses	22,498,981	22,078,835
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	Gross Profit	4,591,970	4,377,516
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	General and Administrative Expenses:		
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		649,800	670,800
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		35,093	35,203
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	Pension Plan Expense (Note 5)	82,366	78,324
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		173,883	183,929
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	· · · · · · · · · · · · · · · · · · ·	72,437	86,545
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		663,168	651,630
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	Lease Expense	58,069	62,242
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	_	84,562	90,367
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	·	63,571	57,768
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		26,824	29,661
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	Dues and Subscriptions	3,947	17,005
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		75,105	48,131
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	Bad Debts Expense (net of recoveries) (Note 2)	(25,128)	35,426
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	- · · · · · · · · · · · · · · · · · · ·	6,780	10,429
		1,970,477	2,057,460
	Operating Income - E.B.I.T.D.A.	\$ 2,621,493	\$ 2,320,056

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

	1		

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

	<i>2019</i>	<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)	<u> </u>
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

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

			* *
•			
			·

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 <u>OR</u> 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: https://www.state.nj.us/dep/dshw/swpl/cpcn.html
Ε	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 CPCN SW number (4-digits, beginning with 0, 1, 2 or 3) at the upper right-hand corner of Page 2. The SW number will automatically be entered on each subsequent page.
	File this report in the solid waste utility's certificate name <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 Attach Files button on those pages.
	Accurately report Gross Operating Revenue. Gross Operating Revenues consist of reportable revenues which are derived from customer bills, fees, sales and services for certain types of solid waste (defined on page 5).

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 ALL INFORMATION BELOW:

1. INFORMATION

CHECK ALL THAT APPLY:

■ COLLECTOR/TRANSPORTER□ BROKER

*Required: Working Contact Infor-			
*OFFICIAL COMPANY NAME: BLU	JE DIAM	OND DISPOSAL, IN	1C.
(This is the name registered with the Division of Commo		.COM	
*EMAIL: JSBLUEDIAMOND *STREET ADDRESS: 5 HOWAR			
*CITY, STATE, ZIP MT. ARLING	GTON	New Jersey	07856
*FEIN (or LAST 4# OF SS# FOR SOLE	PROPRIETO	22-3600408	
*OFFICE TELEPHONE: 973-598-	-9800		
*CELL PHONE: 973-945-4660		FAX NUMBER: 973-	598-9806
		DISPOSAL.COM	
*BILLING/MAILING ADDRESS: □CH	ECK HERE IF SAI	ME AS ABOVE:	
STREET ADDRESS: P.O. BOX 2	:67		
CITY, STATE, ZIP SUCCASUN		New Jersey	07876
LIST OFFICERS AND EQUITY HOL			
Name JOHN SHORTING	O Title	PRESIDENT	Equity 30%
Name DANIEL PLAXE	Title	VICE PRESIDENT	· -
Name PETER BARBA		TREASURER	$_{\rm Equity}$ 24%
	t - CState Co		
NAME OF REGISTERED AGENT(Ou	it of State Co	mpanies):	
STREET ADDRESS:			
CITY, STATE, ZIP			
TELEPHONE:			
CELL PHONE:		FAX NUMBER:	

2018 CPCN ANNUAL REPORT FOR COLLECTORS/TRANSPORTERS AND BROKERS

FILL IN ALL INFORMATION BELOW:

2.

3.

CHECK ALL THAT APPLY:

■ COLLECTOR/TRANSPORTER□ BROKER

1.		TION d: Working Contact Informa	tion				
	*OFFICIAL (This is the name of	COMPANY NAME: BLUE	DIAN	OND DISPOSA	L, INC.		-
	*EMAIL:	JSBLUEDIAMOND@	YAHOC	O.COM			
*STREET ADDRESS: 5 HOWARD BOULEVARD							
		_{re, zip} MT. ARLING		New Jersey	<u>C</u>	7856	
	*FEIN (or LA	AST 4# OF SS# FOR SOLE PR	OPRIETO	_{OR):} 22-300408			
	*OFFICE TE	LEPHONE: 973-598-98	300				
		NE: 973-945-4660		FAX NUMBER: 9	73-598	-9806	
	WEBSITE:	WWW.BLUEDIAN	MONE	DISPOSAL.CO	M		
	*BILLING/M	AILING ADDRESS: □CHECK	HERE IF SA	IME AS ABOVE:			
	STREET ADI	_{DRESS:} P.O. BOX 267	7				
	CITY, STATE	SUCCASUNN	4	New Jersey	0.	7876	
	LIST OFFICE	ERS AND EQUITY HOLDE	RS:				
	Name:	TIMOTHY SHORTINO	Title	ASST. VICE PRES	SIDENT	Equity 12%	_
	Name:	KIMBERLY DIEDTRICH	Title	SECRETARY	*****	Equity 12%	_
	Name:	JOSEPH BARBA	Title	ASST. VICE PRE	SIDENT	Equity 12%	-
	NIAME OF DE	CICTEDED A CENT(Out of	State Co	N/A			
•		EGISTERED AGENT(Out of					
		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) 525 CONTAINERS (roll off) 58 SINGLE UNIT VEHICLES (eg. pickup trucks, vans, dump truck) TRAILERS
5.	VEHICLE LOCATION: 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 EYES: If YES please see Page 16.
7.	DOES YOUR COMPANY OR ITS PRINCIPALS HAVE ANY CURRENT OR OUTSTANDING JUDGMENTS AND/OR LIENS? • NO
	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
	Name:
	Address:
	City, State, Zip:
	State(s) the revocation or suspension occurred:
	Provide a brief description:
	☐Check here if additional pages are attached

			1	•
			,	

•	•		

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

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		

^{*}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? ☐NO ☑ YES:

You must provide the information below for EACH subcontracting job that your company performed in 2018 (label and attach a separate page if necessary):

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

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

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		\$ 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

^{*}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?

You must provide the information below for EACH subcontracting job that your company performed in 2018 (label and attach a separate page if necessary):

Prime Contractor (Solid Waste Hauler that Hired Your Company)	County of Subcontracting Job	Total Amount Received from Prime Contractor **
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

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

DID YOUR COMPANY SUBCONTRACT SOLID WASTE			
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	\$ 161,875.00	\$ 133,066.29
PINTO SERVICE, INC.	\$ 22,670.00	\$ 20,749.40
PREMIER DISPOSAL	\$ 24,925.00	\$ 20,142.72

^{*}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?

You must provide the information below for EACH subcontracting job that your company performed in 2018 (label and attach a separate page if necessary):

Prime Contractor (Solid Waste Hauler that Hired Your Company)	County of Subcontracting Job	Total Amount Received from Prime Contractor **
PREMIER DISPOSAL	Morris	\$ 1,875.20
REPUBLIC SERVICES	Morris	\$ 28,561.54
SUBURBAN DISPOSAL	Sussex	\$ 1,055.70
T. FARESE	Morris	\$ 13,223.24

^{**}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

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

10.	DID	YOUR	COMP	ANY A	CCEPT.	AN OFFE	R TO S	UBCO	NTRAC	CT SO	LID W	AST	${f E}$
	SER	VICES	FOR A	NOTHE	R SOLI	D WAST	E COLI	LECTO	R/TRA	NSPO	RTER	IN 2	018?
	<u>SER</u>	VICES	FOR A	NOTHE	K SOLI	D MASI	E COLI	LECIU	IK/ I IKA	MADE O	IX I ISIN	1112	•

NO YES:
You must provide the information below for EACH subcontracting job that your company performed in 2018 (label and attach a separate page if necessary):

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

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

*Please note the amounts entered in this column will be automatically linked to y revenue on page 21. D YOUR COMPANY ACCEPT AN OFFER TO SUBCONTRACT SOLID WASTE FOR ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER NO YES: u must provide the information below for EACH subcontracting job that your comformed in 2018 (label and attach a separate page if necessary): Prime Contractor (Solid Waste Hauler that Job	Subcontractor (Solid Waste Hauler Used)	Gross Revenue Received from Customer *	Total Amount Paid to Subcontractor (Hauler)
Prime Contractor (Solid Waste Hanler that		\$ 561,050.00	\$ 450,202.89
YOUR COMPANY ACCEPT AN OFFER TO SUBCONTRACT SOLID WASTES FOR ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER O SYES: must provide the information below for EACH subcontracting job that your compared in 2018 (label and attach a separate page if necessary): Prime Contractor (Solid Waste Hanler that County of Subcontracting Received from Pring Pring Pring Pring County of Subcontracting Received from Pring County Of Subcontracting Received from Pring County Of Subcontracting S			
Prime Contractor (Solid Waste Hauler that O YOUR COMPANY ACCEPT AN OFFER TO SUBCONTRACT SOLID WASTES FOR ANOTHER SOLID WASTE COLLECTOR/TRANSPORTER OF TO SUBCONTRACT SOLID WASTE COLLECTOR/TRANSPORTER OF TO SUBCONTRACT SOLID WASTE COLLECTOR/TRANSPORTER OF TO SUBCONTRACT OF TO SUBCO			
(Solid Waste Hauler that County of Subcontracting Received from Prin	revenue on page 21. O YOUR COMPANY ACCE	CPT AN OFFER TO SUBCO	ONTRACT SOLID WAS
Hired Your Company) Job Contractor **	O TYES: must provide the information		

DID YOUR COMPANY SUBCONTRACT SOLID WASTE SERVICES TO ANOTHER

^{**}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:

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

SAMPLE

Customer#	<u>Name</u>	Address	Service Provided		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

	MUSTE	E INCLUDED	ON A CUST	OMER LIST	
County	Scheduled Residential	# of Scheduled Commercial	Scheduled Industrial	On-Call Customers	# of One-Time Only Customers (SERVICE PROVIDED ONCE WITHIN YEAR)
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			

□Passaic

□Salem

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:

□All New Jersey Counties

☐ Atlantic

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

Check all that apply

□Gloucester

□Hudson

☐Bergen ☐Burlington			□Hunterdon □Mercer		□Somers ■Sussex	et		
□Camden			□Middlesex		Union			
			□Monmouth			□Warren		
□Cape May	4		■ Morris			LI Wallen		
□Cumberlan	เต							
□Essex		LO	cean					
all rules an the NJ Dep seq., and <u>N</u>	d regulation	ns promulga Environme E-1 et seq.	ited by the	District	Solid '	Waste Man	ees to confor agement Pla .J.S.A. 48:13	ns and
Z. HOURS	OF OFERA	AHOM.						_
	MON	TUES	■ WED	■ TI	IURS	■ FRI	■ SAT	\square SUN
HOUDO	05:00 AM	05:00 AM	05:00 AM	05:00	$_{AM}$	05:00 AM	06:00 AM	AM
<u>HOURS:</u>	04:00 PM	04:00 PM	04:00 PM	04:00	_ PM	04:00 PM	12:00 PM	PM
OR:		/7 DAYS A /7 DAYS A		IER THA	N THE	HOLIDAYS	LISTED BEL	.OW
On which Ho	olidays do yo	ou <u>NOT</u> pro	vide services	s? :				
NEW YEAR'S DAY.	DAY, MEMORI	IAL DAY, INDE	PENDENCE D	AY, LABO	OR DAY,	THANKSGIVII	NG, AND CHRIS	TMAS
When a sch	elios baluba	ction day o	curs on a li	sted ho	liday. c	collection w	ill be made o	n 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.

3. PROVIDE A <u>BLANK</u> 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

	MUST B	EINCLUDED	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					

if you need more space.)	unicipal/ Residential Contraction may create your own spread attach it to this report.	adsheet using this format and
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

	MUSTB	E INCLUDED	ON A CUST	OMER LIST	
County		# 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					

	unicipal/ Residential Contraction may create your own sprea 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.

A	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	Sw 2910	\$ 7,434.04
RIVER ROAD WASTE SOLUTIONS, INC.	106 APPLE STREET TINTON FALLS, NJ 07701	● Yes □ No	SW 2466	\$ 33,929.30
SLM FACILITY SOLUTIONS	5000 COMMERCE DRIVE GREEN LANE, PA 18054	YesNo	Sw 2927	\$ 6,487.88
WASTE DISPOSAL SOLUTIONS, INC.	415 PISGAH CHURCH ROAD PMB 308 GREENSBORO, NC 27455	■ Yes □ No	_{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:

ĹŢ	Total Amount of Payment Received from Broker	\$ 2,943.55	\$ 74,455.33	\$ 14,699.50	\$ 147,122.68	\$ 19,273.79
D	Broker's CPCN SW #	_{SW} 2578	_{SW} 2954	_{SW} 3135	_{SW} 3153	SW_UNKNOWN
O	Does your company have and on-going contract with this Broker?	■ Yes	■ Yes □ No	■ Yes	■ Yes □ No	• 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:

			1			
τŢ	Total Amount of Payment Received from Broker	\$ 62,957.95				
D	Broker's CPCN SW #	Sw 2917	SW	MS	MS	SW
C	Does your company have and on-going contract with this Broker?	● Yes	☐ Yes □ No	□ Yes	☐ Yes □ No	□ Yes □ No
В	Address: Street, City, State and Zip	1151 ROUTE 22 SUITE 324 BREWSTER, NY 10509				
A	Name of Solid Waste Broker	WASTE MANAGEMENT REDUCTION SERVICES				

Duplicate This Paç

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			The state of the s	
COMPANY NAME AND ADDRESS	NONE			



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 Amo of Disposal Paid to Fac
ABC TRANSFER STATION, 300 NORMAL AVE, TRENTON NJ	TS LF RC RRF	13	BURLINGTON	500	500	31,000
u	TS 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 (LF) RC RRF	10	BURLINGTON	1000	1000	71,000
u	TS (LP) RC RRF	10	MERCER	750	750	53,250
OUT OF STATE LANDFILL, 54 JUNK DRIVE, PITTSBURGH, PA	TS (LP) RC RRF	10	MERCER	1000	1000	60,000
	TS LF RC RRF					
	TS LF RC RRF					

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 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 Amount of Disposal Fee	Recycling Tax Paid	Gross Revenue
MORRIS COUNTY MUA P.O. BOX 370 MENDHAM, NJ 07945	TSC LFC 10 & 13	10 & 13	Morris	62,503.08	62,503.08 61,722.43 \$ 5,790,000.00 \$ 185,167.29 \$ 11,822,651.09	\$ 5,790,000.00	\$ 185,167.29	\$ 11,822,651.09
SCMUA 34 ROUTE 94 LAFAYETTE, NJ 07848	TS LF Z] LF [] 10 & 13	Sussex	34,067.08	34,067.08 31,824.56	\$ 2,930,399.00	\$ 95,473.68	\$ 95,473.68 \$ 6,282,635.87
PCFA P.O. BOX 587 OXFORD, NJ RC RRF	TS LF [7] RC RRF	13	Warren	2,270.79	2,270.79 247.84	\$ 20,075.00	\$ 743.52	\$ 20,075.00 \$ 743.52 \$ 52,356.91
COVANTA - WARREN 218 PISGAH AVE., OXFORD, NJ	TS LF C	10	Warren	2,270.79	2,270.79 2,020.87 \$ 108,542.00 \$ 6,062.61 \$ 426,914.55	\$ 108,542.00	\$ 6,062.61	\$ 426,914.55
COVANTA - 301 MALTESE DR. TOTOWA, NJ 07512	TS Z LF C	13	Passaic	23.53	2.19	\$ 157.00	\$ 6.57	\$ 157.00 \$ 6.57 \$ 20,672.28
BRI - 15 POLHEMUS LANE BRIDGEWATER, NJ 08807	TS	10 & 13	Somerset	654.08	654.08	\$ 47,977.00	\$ 1,962.24	\$ 47,977.00 \$ 1,962.24 \$ 228,600.20
MIDDLESEX BORO TRANSFER 53 EDGEBORO RD., EAST	TS Z LF C	13	Middlesex	169.67	169.67	\$ 13,054.00	\$ 509.01	\$ 13,054.00 \$ 509.01 \$ 52,387.90
COASTAL DISTRIBUTION 30-36 4TH AVE., PATERSON, NJ	TS C LF C	13	Passaic	23.53	21.34	\$ 1,805.00	\$ 64.02	\$ 1,805.00 \$ 64.02 \$ 201,436.71

Total Gross Revenue: \$ 19,087,655.51

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

3						ĭ		
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 Amount of Disposal Fee	Recycling Tax Paid	Gross Revenue
EVERGREEN RECYCLING SOLUTIONS 110 EVERGREEN	TSZ LF C	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 Z LF Z	13	Essex	5.59	5.59	\$ 903.07	\$ 16.77	\$ 903.07 \$ 16.77 \$ 321,514.85
CECS, INC. 482 HOUSES TSI CORNER RD. SPARTA, NJ 07871 RCI	TS C 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 \$ 439.41	\$ 6.24	\$ 439.41
Ξ.	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 C		And the second s			A second	And the state of t	
	TS LF C							, and the second
	TS LF C							

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.

Type of Revenue Source	County of Derived Revenue	Amount
SUBCONTRACTING	Atlantic	570.00
ıı	Bergen	103,601.65
tl .	Burlington	1,496.70
11	Camden	3,833.90
II.	Hudson	66,534.45
11	Hunterdon	56,526.04
H	Monmouth	53,023.19
И	Ocean	9,869.65
11	Mercer	7,078.50
	·	
		:

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	Address	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

Warren

CUSTOMER SERVICE AREA INVENTORY FOR BROKERS

MUST BE INCLUDED ON A CUSTOMER LIST # of Repeated # of # of One-Time # of # of On-Call Only Scheduled Scheduled Scheduled Customers Customers Industrial County Residential Commercial (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

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

Total Gross Operating Revenue During Calendar Year 2018:	\$_0.00	Calculate Totals
	Broker Total	

END OF SECTION B

CLAIMING ZERO GROSS OPERATING REVENUE FOR COLLECTORS/TRANSPORTERS

Acceptable Reasons for Reporting Zero Gross Operating Revenue

- > <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.

Unacceptable Reasons for Reporting Zero Gross Operating Revenue

- ➤ <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)	
duly authorized to sign this Annual Repo	ort showing Zero Gross Operating Reven	ıe on behalf
of:		
(OFFICIAL COMPANY NAME)		
Print Name of Owner/Authorized Member	Signature of Owner/Authorized Member	Today's Date

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

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

CERTIFICATIONS

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

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

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

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

I, JOHN SHORTINO, JR.	hold the title of PRESIDENT	and am duly
(NAME OF OWNER/AUTHORIZED MEMBER)		_
authorized to sign this Customer Bill of	Rights on behalf of: BLUE DIAMOND DI	•
	(OFFICIAL CO	MPANY NAME)
JOHN SHORTINO, JR.	John Shortino, Jr. Digitally signed by John Shortino, Jr. Date: 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	
	- UN	

☐ 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 that, based on my inquiry of those individuals mmediately responsible for obtaining nformation, I believe that the information is true, accurate, and complete. I am aware that there are penalties ignificant 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 ubject 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'

signature of Owner or Officer)

Please note notary must be present when signing*

State of NJ	County of M	orris
Sworn to and subscoon this 23rd day		₂₀ 19
Susan S.	Koch	
Susan S. H	c or Officer Authorized to A Coch Digitally sign Date: 2019.6	
Signature of Notary Public	or Officer Authorized to Adr October 11, 20	



New Jersey Department of Environmental Protection (NJDEP)

Notice of Surrender

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

Please read carefully. Legibly print and complete all information	below:	
COMPANY NAME:		
COMPANY ADDRESS:		
CITY, STATE, ZIP:	NATIONAL PROPERTY OF THE PROPE	
PHONE NUMBER:		***************************************
EMAIL:		
NAME OF <u>ALL</u> COMPANY OWNER(S):	;;	:
Additional Owners? Please check here and print name(s) on additional	;; l sheet	
I,; hold the title	of (TITLE)	, and hereby
notify NJDEP, effective immediately, that I am voluntarily sur		
transporter decals issued to(COMPANY NAME)	, and will no l	longer engage in the
solid and/or hazardous waste business in New Jersey. I am ful	ly aware that I must reapp	oly, 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 a Surrender" on behalf of the company, its owners and members	•	mit this "Notice of
Print Name of Authorized Owner Signature of Author	ized Owner 7	Today's Date
Please check boxes below and fill in the correct NUMBERS as is	ndicated:	
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# ☐YES: SW ID# ☐YES: HW ID# ☐YES*: #SW:; #HW ☐YES*	
*Current transporter decals placed on any owned or leased containers; v		

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., 2nd Floor West Wing Mail Code: 401-02C, PO Box 420 Trenton, NJ 08625-0420

Platte River Insurance Company

115 Glastonbury Blvd., Glastonbury, CT 06033

BID BOND

Bond Number 41432863

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 Vegetative Waste 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 Junel, 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)

JOHN SHORTING IN PRESID

(Print Name of Officer of the Principal and Title)

Platte River Insurance Company

Signature of Attorney-in Fact)

(Seal)

(Witness)

Timothy J. Wagner Attorney-In-Fact

(Print Name of Attorney-in-Fact and title)

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 Jersey hereby consents and agrees that if the accompanying proposal of Blue Diamond Disposal.

To: Township of Pequannock

For Vegetative Waste 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

Timothy I Wagner Attorney In Fast

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

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 (Name of Agent)	as Attorney-In-Fact for Platte River Insurance Company
a cor	poration admitted in New Jersey, I	DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing
stater	nents made by me are true and ACK	KNOWLEDGE that if any of those statements are false, this bond is VOID.
	Junthy J. U (Signature of Certifying	Januer Agent)
	Timothy J. Wagner	\mathbf{r}
	(Printed Name of Certifyin	ng Agent)
ſ	Attorney-In-Fact	t
	(Title of Certifying Ag	gent)
	06/19/2020	
•	(Date)	

PLATTE RIVER INSURANCE COMPANY POWER OF ATTORNEY

41432863

	POWER OF ATTORNEY	
KNOW ALL MEN BY THESE PRESENTS, its principal offices in the City of Middleton, W		PANY, a corporation of the State of Nebraska, having
	TIMOTHY J WAGNER; TED A MC	LOUD
		, and as its act and deed, any and all bonds, undertakings under this authority shall exceed in amount the sum of
ALL WRITTE	N INSTRUMENTS IN AN AMOUNT N	OT TO EXCEED: \$20,000,000
	and sealed by facsimile under and by the authority COMPANY at a meeting duly called and held on the	y of the following Resolution adopted by the Board of 8th day of January, 2002.
are granted the power and authorization to appet other writings obligatory in the nature thereof, the powers and duties usual to such offices to the such power of attorney or to any certificate relational or facsimile seal shall be valid and binding uposhall be valid and binding upon the Company is	oint by a Power of Attorney for the purposes only of one or more resident vice-presidents, assistant secrete business of this company; the signature of such of thing thereto by facsimile, and any such power of at on the Company, and any such power so executed a	r, acting individually or otherwise, be and they hereby f executing and attesting bonds and undertakings, and etaries and attorney(s)-in-fact, each appointee to have fficers and seal of the Company may be affixed to any storney or certificate bearing such facsimile signatures and certified by facsimile signatures and facsimile sealing or other writing obligatory in the nature thereof to said officers, at any time."
Attorney-in-Fact includes any and all consents required by the State of Florida Department of	for the release of retained percentages and/or fina Transportation. It is fully understood that consenting	reed that the power and authority hereby given to the l estimates on engineering and construction contracts g to the State of Florida Department of Transportation rety company of any of its obligations under its bond.
Attorney-in-Fact cannot be modified or revoked	Kentucky Department of Highways only, it is agr I unless prior written personal notice of such intent It least thirty (30) days prior to the modification or	eed that the power and authority hereby given to the has been given to the Commissioner – Department of revocation.
IN WITNESS WHEREOF, the PLATTE RIV corporate seal to be hereto affixed duly attested Attest:	VER INSURANCE COMPANY has caused these this 3rd day of May, 2017.	presents to be signed by its officer undersigned and its
John E. Rzepinski Vice President, Treasurer & CFO	INSURANCE	PLATTE RIVER INSURANCE COMPANY
	CORPORATE OF THE PROPERTY OF T	They shill
Suzanne M. Broadbent Assistant Secretary	SEAL SEAL	Stephen J. Sills CEO & President
STATE OF WISCONSIN S.S.:	MERASKA MERASKA	
in the County of New York, State of New York which executed the above instrument; that he kn	that he is President of PLATTE RIVER INSUR	by me duly sworn, did depose and say: that he resides ANCE COMPANY, the corporation described in and affixed to said instrument is such corporate seal; that it thereto by like order.
	OTANAL IN	Daniel J. Rogele
STATE OF WISCONSIN COUNTY OF DANE S.S.:	VOLV &	David J. Regele Notary Public, Dane Co., WI My Commission Is Permanent
Corporation, authorized to make this certificate		TE RIVER INSURANCE COMPANY, a Nebraska ached Power of Attorney remains in full force and has a Power of Attorney is now in force.
Signed and sealed at the City of Middleton, St	ate of Wisconsin this19th day of	June , 20° 20 .
	(SEAL)	Antonio Celii
	Gen	eral 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

		4 /



State of New Tersey 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

		1

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
Liabilitles 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 paid 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

