

..... Resolution of the Township of Belleville, N. J.

N.B.
"B"
9-27-16

No. 16-242
TITLE:

Date of Adoption Sept. 27, 2016

"RESOLUTION AUTHORIZING AGREEMENT FOR SCAVENGER AND RECYCLING SERVICES FOR THE TOWNSHIP OF BELLEVILLE"

Approved as to Form and Legality

Factual contents certified to by

.....
Township Attorney

.....
Title

Mayor Mauro G. Tucci, Twp. Manager

Council MemberPresents the following Resolution

Council Member KennedyMoved for the adoption of the Resolution

Seconded by Council Member Powell

RESOLVED BY THE MUNICIPAL COUNCIL OF BELLEVILLE, N. J.:

WHEREAS, as a result of the rejection of bids received on May 6, 2016 and August 4, 2016 from Suburban Disposal, Inc. for scavenger and recycling services, the Township of Belleville negotiated an agreement with Suburban Disposal Inc.

WHEREAS, after negotiations with Suburban Disposal, Inc. and the Township of Belleville an agreement has been reached with Suburban Disposal, Inc. for a period of five years.

NOW, THEREFORE BE IT RESOLVED that the following services will be provided by Suburban Disposal, Inc. 54 Montesano Road, Fairfield, NJ 07004:

Refuse Collection:

A.	Collection Services: (Annual Amount Per Year)
Year 1:	\$ 950,000.00
Year 2:	975,000.00
Year 3:	1,075,000.00
Year 4:	1,100,000.00
Year 5:	1,145,000.00

Recyclable Materials (Group 1) Collection Services:

A.	Collection Services (Annual Amount Per Year)
Year 1:	\$ 310,000.00
Year 2:	310,000.00
Year 3:	317,000.00

Year 4: 325,000.00
Year 5: 333,000.00

BE IT FURTHER RESOLVED, that this agreement is contingent on the availability of funds from the Township of Belleville's 2016, 2017, 2018, 2019, 2020 and 2021 budgets.

Adopted by the Municipal Council of the Township of Belleville, N. J. — Date <u>Sept. 27, 2016</u>									
RECORD OF VOTE									
COUNCIL MEMBER	YES	NO	N.V.	AB.	COUNCIL MEMBER	YES	NO	N.V.	AB.
COZZARELLI	X				NOTARI				X
KENNEDY	X				ROVELL	X			
LONGO	X				STRUMOLO BURKE	X			
KIMBLE	X								
Sign:									
X—Indicates Vote				N.V.—Not Voting			AB—Absent		

Certified to by me this 27th day of Sept. 2016

[Signature]
Municipal Clerk
Tucci
Ciccone
Gillbert
Pasch

Bids will be opened and publicly read
at 11:00 a.m. on Thursday, August 4, 2016

EXHIBIT IIA

BIDDER'S RESPONSE FORM
REFUSE COLLECTION SERVICES

BIDDER'S NAME: Suburban Disposal Inc.

BIDDER'S ADDRESS: 54 Montesano Rd.

Fairfield, NJ 07004

TELEPHONE NUMBER: 973-227-7020

Bid Prices

A. Collection Services: (Annual Amount per Year)

Year 1: (Price in Numbers)	\$ <u>1,020,000.00</u>	950,000. —
Year 2: (Price in Numbers)	\$ <u>1,020,000.00</u>	975,000 —
Year 3: Extension option (Price in Numbers)	\$ <u>1,050,000.00</u>	1,075 —
Year 4: Extension option (Price in Numbers)	\$ <u>1,075,000.00</u>	1,100
Year 5: Extension option (Price in Numbers)	\$ <u>1,100,000.00</u>	1,145 —
		5,245,000. —

B. Mechanical Refuse Container Rental (Price per Month)

2 cubic yard container (Price in Numbers) \$ 0.00

4 cubic yard container (Price in Numbers) \$ 0.00

6 cubic yard container (Price in Numbers) \$ 0.00

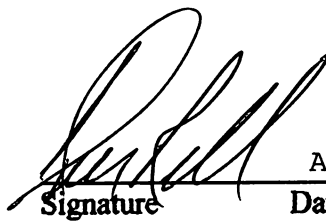
8 cubic yard container (Price in Numbers) \$ 0.00

10 cubic yard container (Price in Numbers) \$ 0.00

20 cubic yard container (Price in Numbers) \$ 0.00

On behalf of the Bidder, I certify that this Bid is submitted with full knowledge of these Bid Specifications, its attachments and exhibits and that the Bidder agrees to comply with the terms and conditions of these Bid Specifications.

Seal of Bidder (If a Corporation)



August 4, 2016

Signature

Date

John Roselle

Name

President

Title

BIDDER'S RESPONSE FORM
RECYCLABLE MATERIALS (GROUP 1) COLLECTION SERVICES

BIDDER'S NAME: Suburban Disposal Inc.

BIDDER'S ADDRESS: 54 Montesano Rd.

Fairfield, NJ 07004

TELEPHONE NUMBER: 973-227-7020

Prices Bid

A. Collection Services: (Annual Amount per Year)

Year 1: (Price in Numbers) \$ 310,000.00

Year 2: (Price in Numbers) \$ 310,000.00

Year 3: Extension option (Price in Numbers) \$ 317,000.00

Year 4: Extension option (Price in Numbers) \$ 325,000.00

Year 5: Extension option (Price in Numbers) \$ 333,000.00

B. Mechanical Refuse Container Rental (Price per Month)

2 cubic yard container (Price in Numbers) \$ 0.00

4 cubic yard container (Price in Numbers) \$ 0.00

6 cubic yard container (Price in Numbers) \$ 0.00

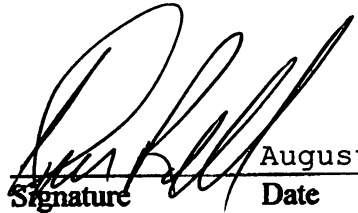
8 cubic yard container (Price in Numbers) \$ 0.00

10 cubic yard container (Price in Numbers) \$ 0.00

20 cubic yard container (Price in Numbers) \$ 0.00

On behalf of the Bidder, I certify that this Bid is submitted with full knowledge of these Bid Specifications, its attachments and exhibits and that the Bidder agrees to comply with the terms and conditions of these Bid Specifications.

Seal of Bidder (If a Corporation)


Signature _____ Date August 4, 2016

John Roselle
Name _____

President
Title _____

Township of Belleville

BID PACKAGE

**SCAVENGER/REFUSE AND RECYCLING
SERVICES**

Date of Advertisement: 3/8/16
Date of Bid Receipt: 5/6/16

Township of Belleville
Purchasing Department
152 Washington Avenue
Belleville, NJ 07109
(973)450-3316 phone
(973)759-8070 fax

The right is reserved by the TOWNSHIP OF BELLEVILLE to reject any or all Bids or to waive informality in the bidding if it is in the interest of the OWNER to do so.

Bidders are required to comply with the requirements of P.L.1975c127 (NJAC 17:27), P.L.2004, c.57, and the applicable requirements of N.J.S.A. 40A11-1 et. seq., the Local Public Contracts Law. .

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OPS Number: _____ Proposer: SUBURBAN DISPOSAL INC.

PART 1

Pursuant to Public Law 2012, c. 25 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☒ I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder's Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

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

PART 2

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

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): JOHN ROSELIE Signature: [Signature]

TITLE: PRESIDENT DATE: MAY 6, 2016

Township of Belleville

SECTION I **GENERAL CONDITIONS**

1. The Township of Belleville is a member of the County of York Regional Municipality and is subject to the provisions of the Regional Municipality of York Act, 1997, and the Regional Municipality of York Charter, 1997.	2. The Township of Belleville is a member of the County of York Regional Municipality and is subject to the provisions of the Regional Municipality of York Act, 1997, and the Regional Municipality of York Charter, 1997.	3. The Township of Belleville is a member of the County of York Regional Municipality and is subject to the provisions of the Regional Municipality of York Act, 1997, and the Regional Municipality of York Charter, 1997.	4. The Township of Belleville is a member of the County of York Regional Municipality and is subject to the provisions of the Regional Municipality of York Act, 1997, and the Regional Municipality of York Charter, 1997.	5. The Township of Belleville is a member of the County of York Regional Municipality and is subject to the provisions of the Regional Municipality of York Act, 1997, and the Regional Municipality of York Charter, 1997.
---	---	---	---	---

I. GENERAL CONDITIONS

1. Purpose:

This document contains the bid specifications and related documents (the "Bid Specifications") for the provision of Refuse and Recycling Collection Services for the Township of Belleville ("Belleville"), a public body whose offices are located at 152 Washington Avenue, Belleville, NJ.

2. Contents:

These Bid Specifications are presented in four (4) major sections: (i) the General Conditions, of which this paragraph is a part, which generally set forth those considerations which apply to all contracts with Belleville; (ii) the Specific Conditions, which set forth the scope of work and requirements which are peculiar to this solicitation; (iii) the Exhibits, which provide samples of the forms and documents to be used in conjunction with this bid and any contract resulting therefrom; and (iv) the Form of Contract to be entered into with the successful bidder.

To the extent that there is any conflict between the various sections, the following priority order shall be followed to determine the section that will prevail. The sections are listed with the highest priority first.

- A. Form of Contract
- B. Specific Conditions
- C. Exhibits
- D. General Conditions

3. Inapplicable Sections:

Due to the nature of this solicitation, the following sections of these Specifications shall not be in effect.

NONE

4. Definitions:

The following terms as used in these Bid Specifications are defined as follows:

- (a) "Architect" means _____, or any person or entity selected by Belleville to replace such named Architect (also referred to as the "Project Architect"). If no architect is named by Belleville, all references to Architect shall be understood to refer to the Township Manager.
- (b) "Belleville" and/or "Township" means the Township of Belleville, NJ.
- (c) "Bid" means the bid submitted by a Bidder on the Bidder's Response Form which is set forth as Exhibit II of Section III of these Bid Specifications along with such other documents and attachments as specified in these Bid Specifications.

- (d) **"Bidder"** means the party submitting a response to these bid specifications or such party's authorized representative. The Bidder may also be referred to as the **"Contractor"** in these Bid Specifications.
- (e) **"Change Order"** means a written authorization from Belleville for any change in the Scope of the Work, including a change in the Contract Price.
- (f) **"Consultants"** means such consultants as Belleville, the Architect or Project Manager may retain for expert advice with respect to any phase or portion of the Work.
- (g) **"Contract"** shall mean the agreement between the Belleville and the Bidder that is embodied in the Form of Contract as executed by them and the other documents designated therein. These documents may also be referred to collectively as the **"Contract Documents"**.
- (h) **"Contractor"** means the entity specified on the cover page of the Contract retained to furnish labor, materials, work, services or any combination thereof to the Project (also referred to as the Bidder).
- (i) **"Contract Documents"** shall mean collectively, all of the documents that make up the Contract.
- (j) **"Contract Price"** means the Contract Price referred to in Section 4 of the Form of Contract, entitled **"Compensation"**.
- (k) **"Day"** or **"Days"** means calendar day or days.
- (l) **"Engineer"** means any or all of those engineers and testing agencies retained by the Belleville, the Architect or the Project Manager for the purpose of designing or consulting in respect to the surveying, civil engineering, geotechnical engineering, structural engineering, electrical engineering and mechanical engineering requirements of the Project and/or for purposes of performing tests of all aspects of the Project for which testing may be required pursuant to the Contract Documents or deemed desirable by Belleville and/or Project Manager.
- (m) **"Legal Requirements"** means all building, safety, health, landmark preservation,
- (n) fire, environmental protection, affirmative action and similar statutes, codes and ordinances, and the rules and regulations promulgated pursuant to any of them, and administrative directives, orders and policies issued by such governmental agencies and authorities as shall have jurisdiction over the Project.
- (o) **"Other Contractor(s)"** means other Contractor(s) or supplier(s) performing work or supplying material at or to the Project pursuant to a contract or order with Belleville.
- (p) **"Project"** means the matter which is the subject of these specifications.
- (q) **"Project Architect"** (See **"Architect"**).
- (r) **"Project Manager"** means _____ or any persons or entity selected by the Belleville to replace such Project Manager. If no Project Manager is named, all references to Project Manager shall be understood to refer to the Township Manager
- (s) **"Project Site"** means the site or sites at which the Work that is the subject of these specifications shall be performed or to which goods will be delivered.
- (t) **"Subcontractor"** means any person or entity of any tier retained by Contractor to provide labor, material or work in connection with the performance of the Work.
- (u) **"Township"** and/or **"Belleville"** means the Township of Belleville.

- (v) **"Township Manager"** means the Township Manager of Belleville or his authorized representative
- (w) **"Work"** means the furnishing of all work, goods, materials, labor, equipment and services necessary or desirable for the proper and expeditious completion of Contractor's obligations under the Contract including, but not limited to, Section II of the Bid Specifications entitled "Specific Conditions". Work includes, without limitation, the furnishing of all labor, work and materials specifically required by the Contract Documents and all of the same that may be reasonably inferred from the Contract Documents or that are otherwise necessary to complete the job for which Contractor has been retained. All Work shall be performed pursuant to applicable Legal Requirements, in a first class, workmanlike manner and in accordance with sound construction practice and the highest standards of Contractor's industry, subject to all insurance company recommendations and requirements. Furthermore, whether or not stated in any of the Contract Documents, Contractor shall fully perform all necessary work to protect the Work and all materials in Contractor's possession or under its custodianship, all in accordance with all Legal Requirements and as directed by the Project Manager.

5. **Gender and Number:**

When used in these Bid Specifications, the use of the masculine shall be defined to include the feminine, the use of the singular shall include the plural, and vice versa.

6. **Time and Method of Submission of Bids:**

Any and all bids to be submitted in response to these Bid Specifications must be presented by the Bidder **in person** at the location specified below, on the date and before or at such time as indicated below. No Bid will be accepted by mail, by telephone or by any other method other than the personal presentation by the Bidder at the specified date, time and location. Bids submitted after the appointed time or in any manner other than specified herein, will not be considered. Bids must be presented on the Bidder's Response Form, which is Exhibit II of Section III of these Bid Specifications, along with such other documents and attachments specified herein.

Each Bid must be enclosed in a sealed envelope with the name and address of the Bidder and the number and title of the contract on the outside of the envelope.

Location for Receipt of bids: Township of Belleville
Municipal Council Room
152 Washington Avenue
Belleville, NJ 07109

Date: Friday, May 6, 2016
Time: 11:00 am

7. Term:

The Bidder agrees to perform the Work in accordance with the schedule set forth in Section II of these Bid Specifications entitled Specific Conditions, at the prices set forth in the Bid. The Work is to be performed at the Project Site, as provided in the Specific Conditions, unless the contract for the Work is earlier terminated, in whole or in part, as may be provided in these Bid Specifications.

8. Time Within Which Contract Is To Be Executed:

The successful Bidder must execute a Contract with Belleville (the "Contract") and give to Belleville the required security within seven (7) working days from the date that the Contract has been awarded. Upon failure to do so, the Bidder will be considered as having abandoned the Contract.

9. Contents of Contract:

The Contract to be entered into as a result of these Bid Specifications shall contain within its conditions, all of the requirements of the Bid Specifications, as well as requirements for the performance of that which is set forth by the successful Bidder in its Bid. The Contract shall also include such other provisions as may be required by law or regulation governing the affairs of Belleville. The Contract shall be in such form as approved by the General Counsel to Belleville, and shall generally conform to the Form of Contract set forth as Section IV of these Bid Specifications.

10. No Assignment:

The Bidder may not assign its rights, delegate its duties, transfer, convey, sublet or otherwise dispose of these Bid Specifications and/or the Contract, in whole or in part, without the prior written consent of Belleville, and the Bidder shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under these Bid Specifications and/or the Contract without the prior written consent of Belleville. Belleville, at its sole discretion, may withhold its consent for any or no reason.

11. Bid Security:

Each Bid must be accompanied by a certified check or bid bond for the lesser amount of 10% of the total bid price or twenty thousand dollars (\$20,000) as bid security. All bid security, except the security of the three (3) apparent lowest bidders, will be returned within ten (10) days (Sundays and holidays excepted) after the opening of the Bids. The Bids of the Bidders other than the three (3) apparent lowest bidders shall be considered officially withdrawn within three (3) days (Sundays and holidays excepted) after the later of the date of the awarding of the Contract and the date of the approval of such performance security and insurance as may be required by the terms of the Contract. After execution of the Contract, the bid security of the remaining unsuccessful Bidders shall be returned to them. The bid security provided by the

successful Bidder shall be returned upon receipt by the Belleville of an acceptable performance bond or other performance security from said Bidder and its signed copy of the Contract, as applicable.

In case of the failure of the Bidder to provide the required insurance and performance security and/or to execute the Contract in a proper and timely manner, the amount represented by the bid security shall be retained by Belleville as liquidated damages to be applied (i) against the expenses incurred by Belleville in rebidding the Contract, and (ii) for the payment of any difference between the Bid price and the price Belleville may be required to pay upon award of the Contract to another Bidder.

The Bid Bond must be submitted in the form set forth as Exhibit X of Section III of these Bid Specifications entitled "Form of Bid Bond".

12. Consent of Surety:

Each Bid must be accompanied by the consent of a surety company (or surety companies) satisfactory to the Belleville and qualified to do business in the State of New Jersey, which shall, at the time of submission of the Bid, qualify as its (or their) responsibility in the amount of such Bid, and furthermore, bind itself (or themselves) in such form as shall comply with the requirements of the Statutes of the State of New Jersey in respect to Bonds of Contractors on Public Works (N.J.S.A. 2A:44-143 to 2A:44-147 and any amendments and/or supplements thereto), as follows:

- (a) that if the Contract is awarded to the person (or persons) making the Bid, the said surety company (or surety companies) will indemnify Belleville against any loss due to failure of such person (or persons) to execute the Contract so awarded; and
- (b) that upon the awarding of the Contract to the person (or persons) making the Bid, the said surety company (or companies) shall become surety, firstly, for the faithful performance of the Work, and, secondly for the protection of all persons performing labor, or furnishing labor or materials therefor, as required by law, such Performance and Labor and Material Bonds to be each in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract price. The Bidder shall use the Surety Consent form provided by Belleville for the reasons stated on the bottom of that form. A sample of the form is set forth as Exhibit XI of Section III of these Bid Specifications entitled "Form of Consent of Surety".

The Bidder may, at the Bidder's option, submit a cashier's check or certified check payable to the Belleville in the full amount of the Bid in lieu of consent of surety. In such case, the check must be submitted with all other materials at the time of the submission of the Bid. If the Bidder is successful, the amount of such check will be returned upon the successful completion of the Contract. If the Bidder is not successful, the amount of such check will be returned after execution of the Contract by the successful Bidder.

13. Performance Bond and Labor and Material Bond:

The successful Bidder must, prior to the execution of the Contract, deliver to Belleville two (2) bonds intended to secure the proper and faithful performance of the Contract. The required bonds include a Performance Bond and a Labor and Material Bond (the "Bonds"). The Bonds shall be in an amount equal to 100% of the average annual Contract price and must be issued by an insurance company satisfactory to Belleville and authorized by the State of New Jersey to provide such Bonds.

The Performance Bond must guarantee the faithful and complete performance of all Work and the delivery of all Goods and Materials required by the Contract, in compliance with the specifications therefor, and shall be in the form set forth as Exhibit XII of Section III of these Bid Specifications entitled "Form of Performance Bond".

The Labor and Material Bond must guarantee that all persons or companies furnishing services and/or materials for the purposes of the Contract must be properly and full paid, and shall be in the form set forth as Exhibit XIII of Section III of these Bid Specifications entitled "Form of Labor and Material Bond".

14. Indemnification:

The Bidder shall indemnify and hold harmless Belleville, its officers, directors, agents and servants including, but not limited to, any Project Manager, Engineer and/or Architect, from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments or decrees arising from, relating to or as a result of any damage or injury to persons and/or property arising from, related to, or caused by, in whole or part, directly or indirectly, by the Bidder, its agents, representatives, servants, independent contractors and/or subcontractors, in any manner, whether by negligence or otherwise; and as may be more particularly set forth in Section IV ("Form of Contract") of these Bid Specifications.

15. Insurance Requirements:

The Bidder shall not commence performance of the Work under these Bid Specifications or the Contract until the Bidder has obtained all insurance coverage as required by these Bid Specifications. Such insurance must be provided by an insurance company or companies satisfactory to Belleville and licensed and authorized to do an insurance business in the State of New Jersey.

The Bidder will not allow any subcontractor to commence performance of the Work until all similar insurance requirements of the subcontractor have been obtained and approved.

The Bidder, prior to the execution of the Contract, must furnish Belleville with current certificates of insurance for all coverage required, and such certificates shall contain the following provision:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will notify Belleville of such cancellation by written notice delivered no later than 30 days prior to the effective date of cancellation".

Belleville, the Project Manager, the Engineer and the Architect must be named as additional insured on such policies, and a copy of the certificate of insurance showing Belleville, the Project Manager, the Engineer and the Architect as additional insured must be filed with the Township Manager at the time of the execution of the Contract.

All insurance policies provided by the Bidder shall include a waiver of subrogation by the Bidder and/or its insurance carrier for claims against Belleville.

The insurance coverage to be provided shall include, at a minimum, the following:

- 1) Contractor MUST provide certified copy of the policies & or COI to the Town of Belleville's satisfaction

Worker's Compensation:

- WC in accordance with the laws of the State of NJ & other States where work is being performed; Statutory Limits
- Contractor shall also maintain EMPLOYER'S LIABILITY INSURANCE

Commercial General Liability

- Written on Occurrence Basis
- MUST NOT be altered by any endorsements limiting coverage
- Limits of Liability shall NOT BE LESS THAN
 - a) \$2M General Aggregate per location & per job
 - b) \$2M Products/Completed operations
 - c) \$1M Personal Injury & Advertising injury limit
 - d) \$1M Each Occurrence combined single limit for Bodily Injury & Property Damage
- Coverage Shall Include:
 - a) Premises/Operations
 - b) Independent Contractors
 - c) Contract Liability covering liability assumed under the indemnification provision contained in the agreement and deleting any 3rd party beneficiary exclusion
 - d) Broad form property damage liability INCLUDING completed operations
 - e) Personal Injury Coverage including coverage for liability arising from false arrest, malicious prosecution, willful detention
libel, slander, defamation of character, invasion of privacy & wrongful entry
 - f) Products and completed operations for a period of 2 years from substantial completion
 - g) \$100,000 Limited Pollution Cleanup

Comprehensive Auto Liability

- Covering all use of owned, non-owned, hired or leased autos
- Coverage should include uninsured and under insured motorist at limits no less than minimum statutory limits.
- Limits of Liability not less than \$1M combined single limit for bodily injury and property damage

Umbrella Liability Insurance

- Written on occurrence basis
- Minimum combined single limit of \$5M as "follow Form" excess of the Contractor's Employer's Liability, Commercial General Liability and Comprehensive Auto Liability Policies.
- Coverage to include on site limited pollution

Additional Requirements

- 1) Certified copies of all insurance policies above or certificates to Township shall be furnished forthwith.
- 2) Each policy or certificate shall contain a provision that is not subject to change, cancellation or non-renewal unless 30 days prior written notice via certified mail/return receipt was given to the Township by Contractor's Insurer.
- 3) These MUST be received 30 days prior to commencement of work.
- 4) Contractor agrees that it will defend, indemnify and hold harmless the Township its officers, agents & employees from and all liability, suits, actions, and demands and all damages, costs or fees on account of injuries to persons or property, including accidental death, arising out of or in connection with the work or by reason of operation under this agreement.
- 5) All insurance purchased and maintained by Contractor shall designate the Township, their officers, officials, agents, employees, consultants as additional insured. If certificate of Insurance are obtained in lieu of actual contractor policies a copy of the endorsement to the contractor's policy naming all said above as additional insured should also be obtained by the Township.
- 6) Except as modified by the Township in writing, the insurance requirements shall also apply to SUBCONTRACTORS & to the SUBCONTRACTORS & the CONTRACTOR will be responsible for supervision of the filing of certified copies of the insurance policies and or insurance certificates prior to any SUBCONTRACTOR commencing work.
- 7) All insurance coverage evidence by the Contractor in accordance with the contract shall be from A.M. Best's rated A-X or better Insurance Company licensed to do business in the State of New Jersey

8) All proof of insurance submitted to the municipality shall clearly set forth all exclusions and deductible clauses. The Township will allow certain deductible clauses which are not **considered excessive, overly broad, or harmful to the interest of the Township.** Standard exclusions will be allowed of any additional exclusion. This will be at the discretion of the Township. The contractor shall be responsible for the deductible limit of this policy and all exclusions consistent with the risks HE assumes under this contract and as imposed by law.

In event the Contractor provides evidence of insurance in the form of Certificate of Insurance valid for a period of time less than the period during which the Contractor is required by the terms of the contract to maintain insurance, said certificates are acceptable, BUT the Contractor is obligated to renew its insurance policies as necessary and to provide new certificates of insurance so the Township is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions. This would apply to subcontractors as well as stated in # 4.

In the event Contractor FAILS or REFUSES to renew its insurance policy or policy is cancelled, terminated or modified so that the insurance does not meet the requirements of this subsection 1 the Township may refuse to make payment of any future moneys due under the contract or refuse to make payments due or coming due under other contracts between the Contractors insurance for the periods and amounts referred to above.

16. Statutory Compliance:

The Bidder is required to comply with all applicable laws of the State of New Jersey and those of the Federal Government. In event the Bidder fails to comply, the Contract may be terminated at the option of Belleville.

While the Bidder is required to comply with all applicable laws, special notice is given regarding the following:

A. Non-Discrimination and Affirmative Action -

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

NOTE: The failure to comply with P.L. 1975, c. 127, the regulations promulgated by the Department of the Treasury, or to properly complete or provide affirmative action forms herewith can result in rejection of the Bid.

B. Worker and Community Right to Know – N.J.S.A. 34:5a-1 et seq. requires employers to label all containers of hazardous substances on their premises. Under the terms of the Act, Belleville is considered an employer; therefore all goods offered for purchase to Belleville must be labeled in compliance with the provision of the Act. In addition, safety data sheets must be supplied if required by law.

C. Domestic Materials Required – As required by the Local Public Contracts law, N.J.S.A. 40A: 11-17, only products manufactured in the United States of America, wherever available, shall be used in the Work required by these Bid Specifications.

17. Corporate Authority:

If the Bidder is a corporation, the Bid must be accompanied by a copy of the corporate resolution authorizing the submission of the Bid, which copy shall be certified by the secretary of the corporation and shall bear the seal of the corporation or other documentation suitable to Belleville indicating that submission of the Bid is authorized. An acceptable form of corporate resolution is set forth as Exhibit III of Section III of these Bid Specifications.

In the event that a Bidder is a corporation in which all offices are held by a single individual, then any document or instrument presented to Belleville in connection with the Bid shall be executed by said individual only as executive officer, and said officer's signature shall be authenticated and witnessed by a Notary Public licensed to act in such capacity under the laws of the State of New Jersey. This requirement shall apply only to those corporations satisfying the "single individual" criteria set forth above.

18. Disclosure of Ownership:

The Bid must be accompanied by a notarized statement of disclosure of ownership of the Bidder. The statement shall set forth the names and addresses of all shareholders in Bidder Corporation who own 10% or more of its stock of any class, or general partners of the corporation who hold a 10% or greater interest therein, as the case may be. If one or more of such stockholders or partners is in itself a corporation or partnership, the stockholder owning 10% or more of that corporation's stock or the individual partner owning 10% or greater interest in that partnership, as

the case may be, shall also be listed. The disclosure shall be continued until all names and addresses of every non-incorporated stockholder and individual partner exceeding 10% ownership criteria, pursuant to N.J.S.A.52:25-24.2 is included. A copy of the required statement is attached as Exhibit IV of Section III of these Bid Specifications entitled "Disclosure of Ownership Forms".

19. Non-Collusion Affidavit:

The Bid must be accompanied by an affidavit of non-collusion in the preparation of the Bid. Such affidavit shall be executed by an authorized officer and notarized. Affidavits shall be in such form as is appropriate to the nature of the Bidder's enterprise (proprietorship, partnership or corporation) as provided in Exhibit V of Section III of these Bid Specifications entitled "Affidavit of Non-Collusion Forms".

20. Affidavit of Truthfulness of Bid:

The Bid must be accompanied by a notarized affidavit as to the truth and accuracy of the bid documents submitted. The affidavit shall be in such form as is appropriate to the nature of the Bidder's enterprise (proprietorship, partnership or corporation), as provided in Exhibit VI of Section III of these Bid Specifications entitled "Affidavit of Truthfulness Forms".

21. Statement of Bidder's Qualifications:

The Bidder must submit its qualifications to perform the specified work by completing Exhibit VII of Section III of the Bid Specifications, entitled "Statement of Bidder's Qualifications".

In completing the "Statement of Bidder's Qualifications", the Bidder must furnish to Belleville satisfactory evidence of the Bidder's competency to perform the Work as required by these Bid Specifications. Such evidence of competency shall consist of statements delineating the Bidder's past experience on similar Work, a list of equipment that will be available for the Work and a list of key personnel who will be available. In addition, the Bidder must furnish Belleville with evidence of the Bidder's financial condition and with evidence satisfactory to Belleville that it is financially responsible to meet the Bidder's contractual obligations under these Bid Specifications and the Contract. Such evidence of financial condition shall include financial statements for at least the two most recently completed fiscal years, prepared in accordance with generally accepted accounting principles and certified to by its outside independent auditors, including year end balance sheets and statements of profit and loss for the years then ended, and shall be accompanied by Bidder's certified representation that there has been no material adverse change in its financial condition since the date of the last such statement.

The Bidder shall also submit the names and addresses of persons and/or entities for which it has performed work similar in amount, value, cost, character and proportion to that provided for hereunder. The Bidder must submit the names of at least two (2) projects that meet these minimum criteria and were completed within the last five (5) years in order to be considered for

this Project. The submission of this information is a material requirement of these Bid Specifications. Bidders who cannot meet these minimum criteria will be considered non-responsive for the purposes of this Bid and their Bid will not be considered. The Bidder must provide the names and telephone numbers of architects and/or engineers and owners who can be contacted to verify the completion of this Work.

22. Proposed Subcontractors:

The Bid should indicate what portion of the Work, if any, would be performed by other firms operating on a sub-contract basis. If any subcontracting is expected, the proposed subcontractor shall be listed in the manner set forth in Exhibit VIII (entitled "Proposed Subcontractors Form") and the Bidder shall provide information about each subcontractor at the same level of detail and specificity as is requested for the Bidder. The Township of Belleville reserves the right to approve or reject any or all firms proposed as subcontractors. If any subcontractor is rejected, Belleville, at its sole discretion, may permit the Bidder to propose alternative subcontractors for those tasks.

23. Certification of Compliance with Specifications:

The Bid must be accompanied by a Certification of Compliance with Specifications on which is indicated any deviations or exceptions to that which is set forth in the Bid Specifications. The certification must be signed by an authorized party on behalf of the Bidder, must be notarized, and must be in the form set forth as Exhibit IX of Section III of these Bid Specifications entitled "Certification of Compliance with Specifications".

In addition to the certification, each Bidder must submit with its Bid appropriate descriptive pamphlets, drawings, etc., depicting the materials to be furnished under these Bid Specifications. If the make and model is different than that which is specified, the Bidder must submit design criteria or other written evidence attesting to the fact that the make and model is different than that which is specified. The Bidder must also submit design criteria or other written evidence attesting to the fact that the material proposed meets or exceeds the specified design criteria.

24. Prices:

A. The price for the Work must be submitted on the Bidder's Response Form, which is Exhibit II of Section III of these Bid Specifications, and shall include and cover the performance of the Work, the cost of bond(s) required and all other expenditures incidental or necessary to the faithful performance of the Contract. The Bidder shall perform the Work to the total satisfaction of Belleville at the price agreed upon and fixed by the terms of the Contract.

B. Unless otherwise provided in the Specific Conditions of these Bid Specifications or the Contract, the Bidder agrees that all prices quoted herein shall be considered fair and final and that no additional fees, surcharges, taxes or other increases shall be placed upon the performance of the Work during the term of the Contract.

or for goods and materials provided as a result of verbal agreements or conversations with any Belleville employee or representative.

29. Pre-Bid Conference and Site Inspection:

The Belleville will conduct a non-mandatory pre-bid conference and site inspection at the time and place noted below:

Date: Monday, March 28, 2016
Time: 10:00 am
Location: Caucus Room
Belleville Town Hall
152 Washington Avenue, 3rd floor
Belleville, NJ 07109

At the conference, the Belleville will entertain questions regarding this specification. If any question results in the need to modify these specifications, such modifications will be communicated in writing to all potential Bidders. Belleville reserves the right to decline to respond to any question. All additional questions shall be submitted to the Purchasing Department in writing. The deadline for questions shall be Friday, April 1, 2016.

30. Warranties:

Bidder warrants its work against defects or failures of workmanship for a period of one year or such other time period as provided for in these Bid Specifications from the date of final acceptance of the Work by Belleville, and the Bidder agree to promptly correct, repair, or replace, without cost to Belleville, any and all defects or failures in its work which may appear during such warranty period.

31. Award of Contract:

The Contract resulting from these Bid Specifications will be awarded by Belleville to the lowest responsible Bidder or Bidders who, in the opinion of Belleville, meet the requirements of these Bid Specifications and offer the most favorable price. Belleville reserves the right to reject any Bid which fails to meet these Bid Specifications or which is so offered that Belleville deems it not to be in Belleville's interest to accept. Belleville also reserves the right to waive minor or inconsequential conditions or variations in a Bid. Belleville also reserves the right to reject all Bids for any reason or no reason.

Belleville reserves the right to award contracts pursuant to these Bid Specifications to more than one Bidder if: (i) in the opinion of Belleville, the demands for the performance of the Work are such as to require the use of more than one contractor in order to satisfy the requirements of quality and timeliness; and/or (ii) Belleville determines that its interests would best be served by

awarding portions of the Bid to the lowest responsible Bidder for specific items specified in these Bid Specifications.

The award of any Contract pursuant to these Bid Specifications shall in all cases be subject to the availability of funds duly appropriated for these purposes. Any Contract that is awarded will cease to be in effect at such time as funds cease to be available for these purposes. Performance of the Work pursuant to such Contract after January 1 of the coming year shall be subject to the availability of funds duly appropriated for that purpose in the budget for that year.

32. Maximum Amount of Contract:

The maximum amount which may be paid by the Belleville pursuant to any Contract awarded hereunder shall be fixed and determined at the time of the award of the Contract, except that Belleville reserves the right to increase that maximum thereafter by any amount not exceeding 25% thereof. The establishment of an original or increased maximum shall not be construed in any way as to obligate Belleville to use the Contract to such degree.

33. Written Requisitions Required:

The Bidder agrees that the Work shall be performed only upon receipt by the Bidder of a written requisition therefor from the Township Manager or his authorized representative. The Belleville shall bear no obligation to make payment for any Work performed by the Bidder without such due authorization.

34. Monthly Invoices Required:

The Bidder agrees to provide Belleville with a complete, written invoice for any goods and/or services provided or furnished to Belleville on the first day of the month after such goods and/or services are delivered to or provided to Belleville. A Monthly Certified Payroll Report shall be submitted with the invoice. Belleville shall bear no obligation to make payment for any Work provided by the Bidder for which such invoice is not so presented.

35. Monthly Payment:

All payments under the Contract shall be made monthly for all Work performed and completed in the immediately previous calendar month. No penalties shall be assessed against Belleville for any payment which is made within thirty (30) calendar days after the close of the month in which the Work was performed, or within thirty (30) calendar days from the receipt by Belleville of a consolidated billing of all invoices issued for Work performed during the previous month, whichever is later.

36. Termination:

A. Belleville shall have the right to terminate this agreement, in whole or in part:

- i. For convenience, by notice given thirty (30) days in advance of the date of termination.
- ii. For any cause for termination specified in any section of the Contract Documents.
- iii. Upon the failure of the Bidder to comply with any of the terms and conditions of the Contract Documents.
- iv. Upon the Bidder becoming insolvent.
- v. Upon the commencement under the Bankruptcy Act of any proceeding by or against the Bidder, either voluntary or involuntary.

B. Belleville shall give the Bidder written notice of any termination of the Contract specifying therein the applicable provisions of subsection A of this section and the effective date thereof which shall not be less than 10 days from the date the notice is received.

C. The Bidder shall be entitled to apply to Belleville to have this agreement terminated by Belleville by reason of any failure in the performance of this agreement (including any failure by the Bidder to make progress in the prosecution of work hereunder which endangers such performance), if such failure arises out of causes beyond the control and without the fault or negligence of the Bidder. Such causes may include, but not restricted to: acts of God or of the public enemy; acts of the Government in either its sovereign or proprietary capacity; fires; flood; epidemics; quarantine restrictions; strikes; freight embargoes; or any other cause beyond the reasonable control of the Bidder. The determination that such failure arises out of causes beyond the control and without the fault or negligence of Bidder shall be made by Belleville, which agrees to exercise reasonable judgment therein. If such a determination is made and the agreement terminated by Belleville pursuant to such application by the Bidder, such termination shall be deemed to be without cause.

D. Upon termination of this agreement, for any reason or by any method, the Bidder shall comply with Belleville closeout procedures, including but not limited to:

- i. Accounting for and refunding to Belleville within thirty (30) days any unexpended funds which have been paid to the Bidder pursuant to the Contract.
- ii. Furnishing, within thirty (30) days, an inventory to Belleville of all equipment, appurtenances and property purchased through or provided under the Contract and carrying out any Belleville directive concerning the disposition thereof.
- iii. Not incurring or paying any further obligation pursuant to this agreement beyond the termination date. Any obligation necessarily incurred by the Bidder on account of this agreement prior to receipt of notice of termination and falling due after such date shall be paid by Belleville in accordance with the terms of the Contract.
- iv. Surrendering to Belleville all books, records, documents and material specifically relating to the Contract.
- v. Submitting, within ninety (90) days, a final financial statement and report relating to the Contract. The report shall be made by a certified public accountant or a licensed public accountant.

E. In the event Belleville shall terminate this agreement in whole or in part as provided in paragraphs ii., iii., iv. or v. of subsection A of this section, Belleville may procure, upon such terms and in such manner deemed appropriate, services similar to those so terminated. If the termination is only in part, the Bidder shall continue the performance of the Contract to the extent not terminated.

F. Notwithstanding any other provision of the Contract, the Bidder shall not be relieved of liability to Belleville for damages sustained by Belleville by virtue of Bidder's breach of contract, and Belleville may withhold payments to the Bidder for the purpose of setoff until such time as the exact amount of damages due to Belleville from the Bidder is determined.

G. The provisions of the Contract regarding confidentiality of information shall remain in full force and effect following any termination.

H. The rights and remedies of Belleville provided in this section shall not be exclusive and are in addition to all other rights and remedies provided by law or under the Contract.

37. Checklist of Documents:

In order to insure that the Bidder has submitted a complete Bid, the Bid must include a complete "Bid Document Checklist", indicating those items submitted as part of the Bid. The checklist should be signed by the Bidder and be in the form set forth as Exhibit I of Section III of these Bid Specifications entitled Bid Document Checklist.

38. Time for Performance and Liquidated Damages:

Bidder must commence the Work within five (5) days after Belleville notifies the Bidder to proceed, and Bidder must perform the Work within the time period set forth in the Specific Conditions. Time is of the essence in the commencement and completion of the Contract.

If Bidder fails to satisfactorily commence and/or complete the Work in accordance with these Bid Specifications, Belleville will incur substantial damages. It is difficult, if not impossible, to determine the actual damages that Belleville may incur if the Bidder should fail to commence and/or complete the Work. Therefore, if the Bidder should fail to commence, and/or complete the Work, the Bidder will pay to Belleville, as liquidated damages for delay and not as a penalty, the sum of Two Thousand Dollars (\$2,000) for each calendar day subsequent to the day that Bidder is required to commence and/or complete the Work, as applicable, in accordance with these Bid Specifications.

Upon determination by the Belleville that the Bidder has not commenced and/or completed the Work in accordance with the time period provided for in these Bid Specifications, Belleville may deduct from the Contract Price the liquidated damages set forth above.

A liquidated damage for delay is not an exclusive remedy of Belleville but is in addition to any and all other rights and remedies that the Belleville may have in such matters. Belleville may exercise and pursue any and all other rights and remedies available to Belleville as a result of Bidder's failure to perform or breach of the Contract including, but not limited to, the

recovery of all costs, expenses and damages incurred by Belleville as a result of the breach or default by Bidder in the performance of Bidder's obligations under the Contract.

39. Commencement of Work:

The Contract shall commence on the date provided on the Notice to Proceed issued by the Township after execution of the Contract for a term of two (2) years with three (3) one (1) year options for continuance of the contract.

(END - SECTION I. GENERAL CONDITIONS)

Township of Belleville

SECTION II **SPECIFIC CONDITIONS**

II. SPECIFIC CONDITIONS

REFUSE AND RECYCLING COLLECTION SERVICES

1. Purpose:

This specification describes certain refuse and recycling collection services that the Township of Belleville wishes to be provided.

2. Definitions:

As used in this Section II, the following terms shall be defined as indicated. If there is any conflict between the definitions given in this section and the definitions given in Section I (General Conditions), then the definition given in this Section shall prevail.

A. "ACCEPTABLE WASTE" means waste designated by the Essex County Solid Waste Management Plan as eligible to be delivered for processing to a Disposal Facility.

B. "BULKY TRASH" means:

- ◆ Household furniture and furnishings, including mattresses, box springs, storm windows, screens, household doors, wooden cabinets and ceramic bathroom fixtures,
- ◆ Empty latex paint cans
- ◆ Rolled carpets, of maximum length of 4 feet
- ◆ Scrap lumber, tied in bundles not exceeding 4 feet in length or 50 pounds in weight
- ◆ No construction debris.
- ◆ Other NJDEP Type 13 refuse of a similar nature and kind.

D. "COLLECTION SITE" means the location of waste containers on collection day.

E. "COLLECTION SOURCE" means a generator of designated collected solid waste to whom service will be provided under the contract.

F. "COMMERCIAL SOURCE" means any location classified as Class 4A in the records of the Tax Assessor of the Township of Belleville, except those portions of such properties, which are legally used for residential purposes.

G. "COMMINGLED RECYCLABLE MATERIAL" means source separated metal glass and plastic food, beverage or household product containers which are placed together in the same container for the purpose of recycling.

H. "CORRUGATED CONTAINERS" means all corrugated cardboard of the type commonly used for boxes, shipping containers and packing materials having exterior cardboard plies

separated by air spaces created by one or more fabricated cardboard plies.

I. "CURB": means the area adjoining the curb line of streets

J. "DEAD ANIMALS" means the carcasses of domestic and wild animals of every kind and description weighing not more than 100 pounds.

K. "DISPOSAL" means the off-loading of the Refuse and/or Bulky Trash collected and hauled, as outlined herein, at an authorized Disposal Facility in accordance with the regulations of the agency operating the Disposal Facility.

L. "DISPOSAL FACILITY" means those sites designated in the Essex County Solid Waste Management Plan for use by the Township of Belleville. The current Facility for Type 10 waste is the Essex County Resource Recovery Facility, 183 Raymond Blvd, Newark, New Jersey. This facility is expected to remain the disposal facility for Type 10 waste for the duration of this Contract. The current Disposal Facility for Type 13, bulky waste, is Waste Management, 864 Julia Street, Elizabeth, New Jersey 07201. This is expected to be the disposal facility for Type 13, bulky waste, through December 31, 2016.

The Township reserves the right to change and designate another disposal site during the term of the contract, as the law permits, or as required by the Essex County Solid Waste Management Plan.

M. "GARBAGE" means putrescible culinary waste, including any accumulation of animal, fruit or vegetable matter that attends the preparation, use, cooking, or storage of food.

N. "HAULING" means the transportation of Refuse or Recyclable Material collected from Belleville to an authorized Disposal Facility or recyclable materials drop-off site.

O. "HAZARDOUS REFUSE" means any waste that poses a present or potential threat to human health, living organisms or to the environment. It shall include waste material that is toxic, corrosive, irritating, radioactive, biologically infectious, explosive or flammable.

P. "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 and Christmas Day.

Q. "INDUSTRIAL SOURCE" means any location classified as Class 4B in the records of the Tax Assessor of the Township of Belleville.

R. "LAW" means and includes as judicially interpreted: The Constitution of the State of New Jersey; Statutes and Codes of the State of New Jersey; the Charter and Code and/or Ordinances of the Township of Belleville; any codes, regulations, directives, orders and mandates having the effect of law enacted by any Federal, State or County Department, Board, Agency, Commission, or political subdivision of the foregoing, where applicable to the collection, hauling or disposal

of refuse or recyclable materials, the Contract, or these Specifications.

S. "LAWN AND GARDEN DEBRIS" means waste arising from the care of lawns and gardens, including hedge and grass clippings, leaves, small bushes, shrubs, small tree branches that are less than 4 inches in diameter and tied securely in bundles not more than four (4) feet in length and not more than 50 pounds in weight, and Christmas trees.

T. "LEGAL NEWSPAPER" means the Belleville Times, the Belleville Post and The Star Ledger.

U. "LEAVES" means foliar materials that are suitable for recycling, naturally formed from trees and bushes.

V. "LITTER" means all refuse deposited in the Township litter receptacles.

W. "MECHANICAL REFUSE CONTAINER" means any container so designed to be used in conjunction with vehicles equipped with a hoisting mechanism for loading the containers on the chassis of a vehicle and/or dumping the contents of the containers into the vehicle.

X. "MEDICAL WASTE" means such medical waste and/or infectious waste as defined in N.J.A.C. 7:26-3A.

Y. "MIXED PAPER" means newspaper, magazines, catalogs, junk mail, paperback books, white and colored paper and similar items designated as recyclable by the Township, which are placed for disposal in a commingled manner.

Z. "NEWSPRINT" means paper products that include the type distributed either daily or weekly, including magazines.

AA. "NON-COLLECTIBLES" means items for which the Township does not accept the responsibility for collection or disposal, including without limitation the following:

- (i) Earth
- (ii) Stones, Broken Concrete, Asphalt
- (iii) Tree stumps, trunks and uncut limbs.
- (iv) Fixtures, as related to heating, plumbing, refrigeration, or other building material resulting from major alterations or renovations to buildings or properties by owners or contractors which will, in the opinion of the Township, cause an undue hardship on the Contractor, his equipment, or his employees.
- (v) Hazardous Refuse

BB. "PUBLIC SOURCE" means any location owned by either the Township of Belleville or by the Belleville Board of Education

CC. "RECEPTACLES" means suitable containers made of metal or plastic, with a capacity of no more than thirty-five (35) gallons, with handles, solidly constructed so as to prevent spillage

or leakage of contents and weighing not more than one hundred pounds (100) pounds when placed for collection; or, in the alternative, plastic bags that shall be securely closed; not more than eighteen (18) inches in diameter and twenty-six (26) inches high, and not more than thirty-five (35) gallons in capacity, and with sufficient strength to maintain physical integrity when listed. Paper bags and cardboard boxes are not suitable as Receptacles.

DD. "RECYCLABLE MATERIAL" means those items which include, but are not limited to, newspaper, glass, metal and plastic containers, corrugated containers white goods, scrap metal, leaves and other material designated by the Township which are source separated from the waste stream and intended for reuse in the original or a changed form.

EE. "RECYCLABLE MATERIALS (GROUP 1)" means those items including Newsprint, Mixed Paper, glass, metal and plastic containers and Corrugated Containers.

FF. "RECYCLABLE MATERIALS (GROUP 2)" means household appliances such as washers, dryers, refrigerators, air conditioners, stoves, hot water heaters, radiators, metal furniture, dishwashers, metal pipes, metal fencing, lawn care equipment and other similar large and small metal items placed for collection.

GG. "RECYCLING COLLECTION SERVICE" means the adequate, uninterrupted collection of Recyclable Material from all qualifying and designated sources, public buildings, and other sites within the limits of Belleville, and the removal to a Recyclable Materials Drop-Off site in accordance with law of all recyclable materials, and the provision of all labor, equipment, vehicles, tools, implements, material, and transportation necessary and proper to provide this service during the term of the Contract, in accordance with the Specifications.

HH. "RECYCLABLE MATERIALS DROP-OFF SITE" means the market, depot, facility or facilities to which the Contractor shall be required to haul and off-load Recyclable Materials. The Recyclable Materials Drop-Off Site shall not be farther in distance than thirty (30) miles from the township.

II. "REFRIGERANTS" means chlorofluorocarbons (CFCs) and hydro chlorofluorocarbons (HCFCs) commonly used as refrigerants in automobiles and home appliances, such as refrigerators, freezers, air conditioners and dehumidifiers.

JJ. "REFUSE" means materials disposed of within the Township for which the Township accepts the responsibility for collection and disposal, including, without limitation, Acceptable Waste, Garbage, Ashes, Rubbish, Lawn and Garden Debris, Litter, and Dead Animals.

KK. "REFUSE COLLECTION SERVICE" means the adequate, uninterrupted collection of Refuse, Bulky Trash and Litter from all qualifying and designated sources as defined, within the limits of the Township of Belleville, and the removal to the authorized disposal sites of all Refuse, Bulky Trash and Litter and the provision of all labor, equipment, vehicles, tools, implements, material, and transportation necessary and proper to provide this service during the term of the contract, in accordance with the specifications.

LL. "RESIDENTIAL SOURCE" means any location classified as either Class 2 or Class 4C in the records of the Tax Assessor of the Township of Belleville.

MM. "RUBBISH" means waste paper, cans, bottles, crockery, glass, glassware, rags, cartons, boxes, crates, and any other non-putrescible waste that attends the normal operation of a household, and that is not suitable for recycling.

NN. "SERVICE AREA" means the Township of Belleville, Essex County, New Jersey.

OO. "SOLID WASTE" means NJDEP waste types 10 and 13, but including Recyclable Materials, Hazardous Waste, or solid animal and vegetable wastes collected by swine producers.

PP. "STREETS" means all public highways, avenues, streets, lanes, boulevards and public places within the limits of the Township of Belleville.

3. Services Required:

A. The Township requires services of two types, as follows:

- ◆ Refuse Collection Service
- ◆ Recyclable Material (Group 1) Collection Service

B. The Township will consider bids for each service separately, and will award a contract for each service to the lowest responsible Bidder for each service. Bidder may choose to submit bids for one or more of the services required and shall not be required to submit bids in all categories to be considered for award.

4. Refuse Collection Service:

A. General: The Contractor selected pursuant to this section shall be responsible to provide for Refuse Collection Service for all Refuse, Bulky Trash and Litter that is generated by all Residential Sources and Public Sources located within the Township. Services provided pursuant to this section shall not include the responsibility for collection of Recyclable Materials or for collection of Non-Collectibles.

B. Collection Schedules: The Contractor shall collect refuse twice each week, from each of two zones established by the Township. The boundaries of the zones and the days designated for collection from each zone are set forth in Attachment A of these Specific Conditions. The Contractor shall collect Bulky Trash once each week, on the second day scheduled for Refuse collection in each zone. The Contractor shall collect Litter from all locations within the Township, regardless of zone, four times each week, on every day that is scheduled for Refuse collection.

The Contractor shall collect Refuse from all Township Receptacles on Mondays and Fridays, or

on a more frequent schedule as deemed appropriate by the Township.

C. Method of Collection: Collection shall take place by the removal of Refuse, Bulky Trash and Litter from the Curb in front of approved locations, from Receptacles or in the form of bundles meeting the requirements of these specifications, except as otherwise provided in this section.

The sole exception to the Method of Collection shall be the alternative use of collection from Mechanical Refuse Containers ("MRC") at such locations as may be designated in writing by the Township. For any location to be designated for use of MRC's, it must have a paved area in which the MRC can be located that permits safe access by the Contractor's vehicles for placement of the MRC and collection from the MRC.

The Contractor shall be responsible to supply and bill for each MRC as needed for all locations designated in writing by the Township. The Contractor shall also be responsible to collect the monthly rental payment from the said individual locations for each MRC in use, except for the MRC's located at Township and Board of Education properties (not to exceed thirty MRC's), at such rates as are set for each size of MRC in the Contractor's response to these specifications. The Contractor shall submit a monthly report to the Township regarding the MRC locations and status of collection of the monthly rental payment. The bid price for each MRC shall be solely for the rental of the MRC and not for the costs of collection from the MRC or for Disposal of refuse placed therein.

D. Estimates Tonnage and Township Property: The estimated tonnage of Refuse collected within the Township is attached hereto as Attachment D. The estimate of the number of properties within the Township by class is attached as Attachment C.

5. Single Stream Recyclable Material (Group 1) Collection Service:

A. General: The Contractor selected pursuant to this section shall be responsible to provide for Single Stream Recycling Collection Service for all Recyclable Materials (Group 1) that is generated by all Residential, Public, Commercial and Industrial Sources located within the Township.

B. Collection Schedules: The Contractor shall collect Single Stream Recyclable Materials (Group 1) every Wednesday from the entire Township each week.

C. Method of Collection: Collection shall take place by the removal of Single Stream Recyclable Materials (Group 1) from the Curb in front of approved locations, from Receptacles or in the form of bundles meeting the requirements of these specifications, except as otherwise provided in this section.

The sole exception to the Method of Collection shall be the alternative use of collection from Mechanical Refuse Containers ("MRC") at such locations as may be designated in writing by the Township. For any location to be designated for use of MRC's, it must have a paved area in which the MRC can be located that permits safe access by the Contractor's vehicles for

placement of the MRC and collection from the MRC.

The Contractor shall be responsible to supply and bill for each MRC as needed for all locations designated in writing by the Township. The Contractor shall also be responsible to collect the monthly rental payment from the said individual locations for each MRC in use, except for the MRC's located at Township and Board of Education properties (not to exceed thirty MRC's), at such rates as are set for each size of MRC in the Contractor's response to these specifications. The Contractor shall submit a monthly report to the Township regarding the MRC locations and status of collection of the monthly rental payment. The bid price for each MRC shall be solely for the rental of the MRC and not for the costs of collection from the MRC or for the Drop-Off of Recyclable Materials placed therein.

D. Care in Handling: The Contractor shall not collect, load, compact or unload the Recyclable Material in any way that would cause the Recyclable Material to become unmarketable or unacceptable as a Recyclable Material. The Contractor shall not contaminate, mix or commingle the Recyclable material with any other material.

E. Estimates Tonnage and Township Property: The estimated tonnage of recyclable materials collected within the Township is attached hereto as Attachment D. The estimate of the number of properties within the Township by class is attached as Attachment C.

6. Recyclable Material (Group 2) Collection Service:

A. General: The Contractor selected pursuant to this section shall **not** be responsible to provide for Recycling Collection Service for all Recyclable Materials (Group 2) that is generated by all Residential Sources and Public Sources located within the Township.

7. Scheduling Limitations:

A. All collection services, as described in these specifications, shall be performed on all designated days between 5:30 am and 4:00 pm.

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

NEW YEARS DAY
MEMORIAL DAY
INDEPENDENCE DAY

LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY

Refuse or Recyclable Material Collection shall resume on the next scheduled collection day.

8. Refuse and Bulky Trash Disposal:

A. All refuse and Bulky Trash collected within the Township of Belleville shall be disposed of in accordance with the Essex County Solid Waste Management Plan. For the term of this contract, all Type 10 waste collected pursuant to the terms of the contract shall be disposed at the Essex County Resource Recovery Facility, 183 Raymond Blvd, Newark, New Jersey. . The current Disposal Facility for Type 13, bulky waste, is Waste Management, 864 Julia Street, Elizabeth, New Jersey 07201. This is expected to be the disposal facility for Type 13, bulky waste, through December 31, 2016. Thereafter the Disposal Facility for Bulky Trash shall be such location as is approved in the Essex County Solid Waste Management Plan and is approved for use by the Township of Belleville. Payment for Disposal will be made to the Contractor in accordance with Section 19 below.

B. The Township of Belleville reserves the right to designate another Disposal Facility or, if applicable, Disposal Facilities, within a 25 mile radius of the Township, in accordance with the Essex County Solid Waste Management Plan and/or any waste flow orders or in the event that the designated Disposal Facility (s) is unable to accept Refuse and/or Bulky Trash. The Township of Belleville will assume all additional costs or benefits that are associated with such designation.

C. The Township reserves the right to direct the Contractor to utilize a materials recovery facility, within 25 miles distance from the Township, for intermediate processing of Bulky Waste providing that the Township determines that the materials recovery facility to be in compliance with all Laws, is environmentally responsible and least costly to the Township.

9. Recyclable Materials Drop-Off Sites:

A. All Recyclable Materials shall be hauled by the Contractor to such Recyclable Materials Drop-Off Site as may be designated by the Township for each Recyclable Material. The Township shall have the right to change the designated Site as often as it deems necessary, proving only that the Township shall provide the Contractor with written notice of each such designation not less than 7 calendar days prior to the date on which use of such Site shall commence. In the event that any designated Site is unable or unwilling to accept Recyclable Materials through no fault of the Township, the Township shall have the right to change the designated Site without any prior notice.

Payment for Recyclable Materials Drop-Off will be made to the Contractor in accordance with Section 19 below.

10. Vehicles and Equipment:

- A. All vehicles to be utilized in the performance of the work required by these specifications 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 Refuse collection trucks shall be compaction types, completely enclosed and water tight. Subject to the prior approval of the Township Manager, 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. To the extent that the Township designates certain sites for use of MRC's, the Contractor shall utilize vehicles designed for the mechanical hoisting, dumping and/or hauling of such MRC's without spillage or leakage.
- D. All Recyclable Material collection trucks used by the Contractor for collection of Recyclable Material shall be of a type that will not cause the Recyclable Materials to become commingled, contaminated or to otherwise become unmarketable or unacceptable as Recyclable Materials.
- E. 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 Township Manager 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.
- F. The Township Manager 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 specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to the Township Manager.
- G. The Township shall have the right to be notified each day by 3 pm as to the starting time and location for each vehicle that will be in service in the Township the following day. The Township shall have the right to meet each vehicle at such time and place for purposes of inspection of the vehicle to determine that it is empty and to determine that all employees of the Contractor conform to the requirements of these specifications. At the sole option of the Township, the Township may require that all vehicles and employees of the Contractor begin their work in the Township by reporting to a location within the Township specified by the Township.

11. 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. The Township shall have the right without charge to place signs on the Contractor's vehicles to publicize instructions relating to Refuse Collection or Recyclable Materials Collection Services, and to promote other Township functions and programs.

12. Telephone Facilities and Equipment:

A. The Contractor must provide and maintain an office within reasonable proximity of the Township of Belleville 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 5:00 AM and 4:30 PM. The Township of Belleville shall list the Contractor's telephone number in its telephone directory along with other listings for the Township of Belleville.

C. The Contractor shall maintain, at the office serving the Township, a facsimile (Fax) machine to receive complaints, information, and lists from the Township.

13. Failure to Collect:

The Contractor shall report to the Township Manager, 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 resume collection not 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.

14. Complaints:

A. The Contractor shall promptly and properly attend to all complaints of customers and all notices, directives and orders of the Township Manager, within twenty-four (24) hours of receipt. 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 Belleville.

B. The Contractor shall submit a list of all complaints received and the action

taken to the Township of Belleville by the fifth day of each month for all matters occurring during the preceding month.

15. 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.

16. Employees:

A. The Contractor's employees must be competent in their work, and if any person employed shall appear incompetent or disorderly, the Township of Belleville 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.

B. Any employee who drives or will drive a vehicle as part of the delivery of the services required by these specifications must possess a valid New Jersey driver's license for the type of vehicle operated. Evidence of appropriate licensure shall be presented to the Township of Belleville upon request.

C. All employees of the Contractor must wear a uniform that bears the name of the Contractor.

17. Traffic Hazards:

Collection shall be made in such a manner that the Contractor's equipment shall not create traffic hazards or impediments to travel as defined by Law. All vehicles shall obey all traffic regulations and shall not travel on the wrong side of the road, ride the middle of the road, or travel the wrong way on a one-way street.

18. 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 Township Manager, in writing, that a Superintendent or Foreman has been appointed. Such notification shall be given prior to beginning performance of the contract and at least one week prior to any change in the appointment.

19. Term:

The Contract shall commence on the date provided on the Notice to Proceed issued by the Township after execution of the Contract for a term of two (2) years with three (3) one (1) year options for continuance of the contract.

20. Basis and Method of Payment:

A. Refuse Collection Services: The Contractor shall be paid monthly, in arrears, for Refuse Collection Services provided, exclusive of the costs of Disposal. The amount to be paid each month shall be the fixed fee determined by dividing the annual amount bid for Refuse Collection Services for that year by 12. If the contract year does not start on the first day of a month, the first and last monthly payments shall be prorated to reflect the proportion of the month occurring in each contract year.

B. Disposal: The Contractor shall pay all Disposal costs. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of Disposal billed by or paid to the Disposal Facility. The Township of Belleville shall reimburse the Contractor monthly, in arrears, for the actual quantity of waste disposed of based on the submission of certified receipts from the Disposal Facility. The invoices shall specify the number and type of vehicles used for collection in the Township; the number of cubic yards and the tonnage of the material disposed of each day during the billing month; and shall be accompanied by the individual receipts issued by the Disposal Facility for each load delivered to the Disposal Facility showing:

- i. the gross weight of the vehicle entering the Disposal Facility;
- ii. the gross weight of the vehicle exiting the Disposal Facility;
- iii. the total quantity and weight of the material disposed;
- iv. the amount charged for that load;
- v. the origin of the material;
- vi. the truck license plate number
- vii. the authorized tipping rate plus all taxes and surcharges.

C. Recyclable Materials Collection Services: The Contractor shall be paid monthly, in arrears, for Recyclable Materials Collection Services provided, exclusive of the costs or revenues resulting from Drop-Off. The amount to be paid each month shall be the fixed fee determined by dividing the annual amount bid for Recyclable Materials Collection Services for that year by 12. If the contract year does not start on the first day of a month, the first and last monthly payments shall be prorated to reflect the proportion of the month occurring in each contract year.

D. Drop-Off Costs or Revenue:

- i. If the Recyclable Materials Drop-Off Site ("RMDOS") charges a fee for the drop-off of Recyclable Materials, the Contractor shall pay all such costs. The Contractor shall submit an invoice setting forth the costs (including all taxes and surcharges) of drop-off billed by or paid to the RMDOS. The Township of Belleville shall reimburse the Contractor monthly, in arrears, for the actual quantity of waste disposed of based on the submission of certified receipts from the RMDOS. The invoices shall specify the number and type of vehicles used for

collection in the Township; the number of cubic yards and the tonnage of the material dropped off each day during the billing month; and shall be accompanied by the individual receipts issued by the RMDOS for each load delivered to the RMDOS showing:

- i. the gross weight of the vehicle entering the RMDOS;
- ii. the gross weight of the vehicle exiting the RMDOS;
- iii. the total quantity and weight of the material dropped off;
- iv. the amount charged for that load;
- v. the origin of the material;
- vi. the truck license plate number
- vii. the authorized tipping rate plus all taxes and surcharges.

ii. If the RMDOS pays a fee for the Recyclable Materials, such fees shall be the property of the Township of Belleville. The Contractor shall collect such fees from the RMDOS on behalf of the Township and shall account for such fees as a credit in its monthly invoice for Recyclable Materials Collection Services. Such credit should be supported by a report specifying the number and type of vehicles used for collection in the Township; the number of cubic yards and the tonnage of the material dropped off each day during the billing month; and shall be accompanied by the individual receipts issued by the RMDOS for each load delivered to the RMDOS showing:

- i. the gross weight of the vehicle entering the RMDOS;
- ii. the gross weight of the vehicle exiting the RMDOS;
- iii. the total quantity and weight of the material dropped off;
- iv. the amount paid for that load;
- v. the origin of the material;
- vi. the truck license plate number
- vii. the authorized unit price paid.

E. The Contractor shall submit all invoices at the price bid for the services provided. Invoices should be submitted by the 5th day of each month for the services provided during the preceding calendar month. Separate invoices should be submitted for the costs of Disposal or Drop-Off.

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

21. Bidding and Award:

A. All price bids must be submitted on the appropriate "Bidder's Response Form", which is included as Exhibit II of these specifications. Exhibit IIA is for use in bidding on Refuse Collection Services. Exhibit IIB is for use in bidding on

Recyclable Materials (Group 1) Collection Services.

B. Price bids must reflect separate annual fixed prices for each of the five years of the contract term (including extensions). The contract years shall start on the day that the contract is first in effect, with each successive contract years beginning on the anniversary date thereof.

C. For Refuse Collection Services and Recyclable Materials (Group 1) Collection Services, the price bid must also include the monthly rental fee to be charged, per unit, except for the MRC's located at Township and Board of Education properties (not to exceed twenty MRC's), for each size MRC specified on the Bidder's Response Form.

D. For Bids to be considered, they must be accompanied by all forms and documents required by these specifications.

E. Award of the contracts shall be made to the lowest responsible bidder in each category, with the lowest price to be determined as follows:

i. For Refuse Collection Services, the bid price shall be determined by calculating the following:

(1) First, calculate the "Total PV Price" of the annual amounts by dividing each annual amount by a "Present Value Factor" and summing the results. The Present Value Factors for each contract year are as follows:

- (a) For Year 1: 1.00
- (b) For Year 2: 1.03
- (c) For Year 3: 1.0609

(2) Next, calculate the "Estimated MRC Cost" by multiplying the unit prices specified by the following estimated quantities and summing the result.

- (a) 2 cy: 600
- (b) 4 cy: 600
- (c) 6 cy: 1200
- (d) 8 cy: 1200
- (e) 10 cy: 240
- (f) 20 cy: 120

(3) The sum of the Total PV Price and the Estimated MRC Cost shall be the Total Bid Price.

ii. For Recyclable Materials (Group 1) Collection Services, the bid price shall be determined by calculating the following:

(1) First, calculate the "Total PV Price" of the annual amounts by dividing each annual amount by a "Present Value Factor" and summing the results. The Present Value Factors for each contract year are as follows:

- (a) For Year 1: 1.00
- (b) For Year 2: 1.03
- (c) For Year 3: 1.0609

(2) Next, calculate the "Estimated MRC Cost" by multiplying the unit prices specified by the following estimated quantities and summing the result.

- (a) 2 cy: 300
- (b) 4 cy: 300
- (c) 6 cy: 600
- (d) 8 cy: 600
- (e) 10 cy: 120
- (f) 20 cy: 60

(3) The sum of the Total PV Price and the Estimated MRC Cost shall be the Total Bid Price.

22. Term:

The Contract shall be for a term of two (2) years, with three (3) one (1) year extension options, commencing on the date provided on the Notice to Proceed issued by the Township after execution of the Contract.

(END - SECTION II. SPECIFIC CONDITIONS)

Township of Belleville

SECTION III **EXHIBITS**

III. EXHIBITS

Index of Exhibits

I	Bid Document Checklist
II	Bidder's Response Form
III	Form of Corporate Resolution
IV	Disclosure of Ownership Forms
V	Affidavit of Non-Collusion Forms
VI	Affidavit of Truthfulness Forms
VII	Statement of Bidder's Qualifications Form
VIII	Proposed Subcontractors Form
IX	Certification of Compliance with Specifications Form
X	Form of Bid Bond
XI	Form of Consent of Surety
XII	Form of Performance Bond
XIII	Form of Labor and Material Payment Bond
XIV	NJ Business Registration Certificate
XV	Annual Disclosure of Political Contributions
XVI	Disclosure of Investment Activities in Iran

BID SUBMISSION CHECKLIST

The undersigned Bidder acknowledges that the Bidder is aware of the requirements of these Bid Specifications in regard to the submission of certain documents and the Bidder has submitted those items indicated below in response to these Bid Specifications. (Check all items included in the Bid.)

1. ☒ Bidder's Response Form (Prices)
2. ☒ Bid Security
 ☒ Bid Bond
 ☐ Certified or Cashier's Check
3. ☒ Consent of Surety
4. ☒ Affirmative Action Compliance
 ☐ Federal CCP approval letter; or
 ☐ NJ Certificate of Employee Information Report; or
 ☐ NJ Affirmative Action Form AA302
5. ☒ Corporate Resolution Authorizing Bid
 (Corporation Only)
6. ☒ Disclosure of Ownership
7. ☒ Affidavit of Non-Collusion
8. ☒ Affidavit of Truthfulness
9. ☒ Statement of Bidder's Qualifications
10. ☒ Listing of Subcontractors (if any)
11. ☒ Certification of Compliance with Specifications
12. ☒ Supporting Documents for all Requested Substitutions
13. ☒ NJ Business Registration Certificate (for Prime and Sub-Contractors)
14. ☒ Annual Disclosure of Political Contributions
15. ☒ Disclosure of Investment Activities in Iran

Suburban Systems Inc
Name of Bidder

[Signature]
Signature of Authorized Officer

Date: MAY 6, 2016

EXHIBIT III

FORM OF CERTIFIED CORPORATE RESOLUTION

PLEASE TAKE NOTICE that a meeting of the Board of Directors of the

Suburban Disposal Inc. was held at 8 A.M. on May 6, 2016
(Name of Corporation) P.M. (Date)
at 54 Montesano Rd., Fairfield, NJ
(Address)

at which time the following RESOLUTION was unanimously adopted:

RESOLVED that this Corporation is authorized to submit a Bid to the Township of
Belleville ("Belleville") for the provision of Solid Waste & Recycling Collection.

BE IT FURTHER RESOLVED that if this Corporation's Bid is accepted by
Belleville, the President of this Corporation is authorized to execute and deliver on its
behalf, a contract with Belleville, substantially in the form of Exhibit IV of the Bid Specifications,
with such changes thereto as may be negotiated by the parties.

The undersigned Secretary of this Corporation hereby certifies that the foregoing
Resolution was lawfully adopted by the Board of Directors of this Corporation on the date
set forth above, that the foregoing Resolution is a true, accurate and complete copy of
the Resolution so adopted and placed in the Corporation's records, and that they are in
full force and effect as of the date hereof.



Secretary
Chris Roselle

May 6, 2016
Date

(Affix Corporate Seal)

EXHIBIT IV-a

DISCLOSURE OF OWNERSHIP

Instructions:

New Jersey law (NJSA 52:25-24.2) requires that all Corporation and partnerships receiving public contracts submit a list of the names and addresses of all principals who own more than 10% of any class of stock, or 10% or more of the total stock (if a corporation), or 10% or more of the partnership. In addition, if the Bidder has as one or more of its owners a corporation or partnership, the ownership of those entities must be similarly disclosed, and that process shall continue down the entire chain of ownership until the names and addresses of every non-incorporated stockholder and/or individual partner is disclosed.

This information must be provided on the forms following these instructions entitled "Disclosure of Ownership". Separate forms should be used for each corporation or partnership included in the chain of ownership. Each form must be signed by an officer of the corporation and be attested to by the secretary (if a corporation) or by all partners (if a partnership). Partnership forms must be notarized as well.

Failure to properly complete this disclosure statement or to submit it as part of the Bid will be grounds for the Bid to be rejected.

EXHIBIT IV-b

DISCLOSURE OF OWNERSHIP
(for use by Partnerships)

I. Partners

Name

Home Address

Signature

[illegible]

Name of Partnership

Signature of Notary as to Signatures Date

EXHIBIT IV-c

DISCLOSURE OF OWNERSHIP
(for use by Corporations)

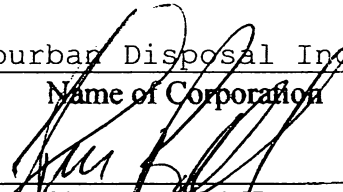
I. Principals (list all owners of 10% or more of stock)

<u>Name</u>	<u>Home Address</u>	<u>Title</u>	<u>%Owned</u>
John Roselle	23 Clearfield Rd., Succsunna, NJ	President	16.67
Chris Roselle	43 Cross Rd., Cedar Knolls, NJ	Secretary	16.67
Louis Roselle	2 Sandy Pt. Dr., Lake Hopatcong, NJ		16.67
Kerry Roselle	16 Chestnut Way, Flanders, NJ		16.67
Robert Roselle	4 Cambridge Ct., Randolph, NJ		16.66

Suburban Disposal Inc.

Name of Corporation

By:



Signature of Officer

May 6, 2016

Date

John Roselle - President

Attested by:


Secretary of Corporation
Chris Roselle

May 6, 2016
Date

(Affix Corporate Seal)

EXHIBIT V-a

AFFIDAVIT OF NON-COLLUSION

State of _____)

SS

County of _____)

AFFIDAVIT FOR SOLE PROPRIETORS

(This affidavit must be signed and sworn to
by the Bidder personally)

_____ being duly sworn, disposes and says
that he is the person whose signature is attached to the foregoing Bid, that such Bid is genuine and
not sham or collusive or made in the interest or in behalf of any person not therein named, and that
the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham
Bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in
any manner sought by collusion to secure to the above named Bidder an advantage over any other
Bidder.

Sworn to and Subscribed
Before me this ____ day of _____, 20__

NOTARY PUBLIC (Affix Seal)

Signature of Proprietor

AFFIDAVIT OF NON-COLLUSION

State of _____)

SS

County of _____)

AFFIDAVIT FOR PARTNERSHIPS

(This Affidavit must be signed and sworn to by every general partner of the firm personally)

each, being first duly sworn, each deposes and each for himself says: That he is a general partner of, and that they collectively compose all of the general partners of _____
Firm Name
which is the party making the foregoing Bid; that such Bid is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not, directly or indirectly, induced or solicited any other Bidder to put in a sham bidding, and that the Bidder has not in any manner sought by collusion secure to the above named Bidder an advantage over any other Bidder.

Signature of Partner

Signature of Partner

Signature of Partner

Sworn to and Subscribed
Before me this ____ day of _____, 20__

Notary Public (Affix Seal)

AFFIDAVIT OF NON-COLLUSION

State of New Jersey)
County of Essex) SS

AFFIDAVIT FOR CORPORATION
(for use by corporations; must be
signed by officer signing bid and
attested by corporate secretary, plus
officer must sign as an individual)

I, John Roselle, being first duly sworn, deposes and says:

That he is the President
(Official Title of the Corporate Officer Signing Bid)
of the Corporation who is the party making the foregoing Bid, that such Bid is genuine and not sham or
collusive or made in the interest or on behalf of any person not therein named, and that the Bidder has not,
directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm
or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to
secure to the above named Bidder an advantage over any other Bidder.

Suburban Disposal Inc.
Name of Corporation

[Signature]
Signature of Officer on Behalf of Bidder
John Roselle - President

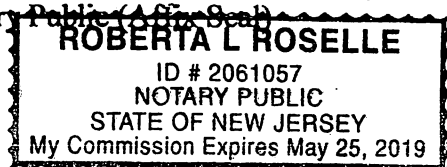
[Signature]
Attest: Corporate Secretary
Chris Roselle

Corporate Seal

[Signature]
Signature of Officer as an Individual

Sworn to and Subscribed
Before me this 6th day of May, 2016

Roberta L. Roselle
Notary Public (Affix Seal)



Notary Public (Affix Seal)

AFFIDAVIT OF TRUTHFULNESS

(for partnership, must be
signed by all general partners)

State of _____) SS
County of _____)

(Insert Names)

each, being duly sworn, each deposes and each says for himself upon his oath that the information included in the Bid for the provision of _____ to the

(Describe)

Township of Belleville is in all respects true and accurate to the best of his knowledge.

Signature of Partner

Signature of Partner

Signature of Partner

Sworn to and Subscribed
Before me this ____ day of _____, 20__

Notary Public (Affix Seal)

AFFIDAVIT OF TRUTHFULNESS
(for use by corporations; must be signed by
officer signing bid and attested by
corporate secretary, plus officer
must sign as an individual

State of New Jersey)

SS

County of Essex)

I, John Roselle

(Insert Name)

Being duly sworn deposes upon his oath and says: that he is the President

(Title)

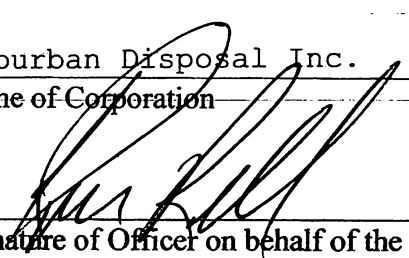
of the corporation making the Bid, and that the information included in the Bid for the provision of

Solid Waste & Recycling Collection to the Township of Belleville is in all respects accurate

to the best of his knowledge.

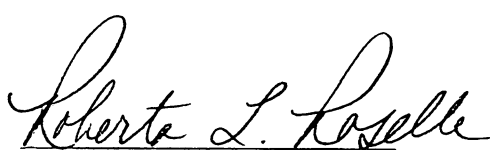
Suburban Disposal Inc.

Name of Corporation

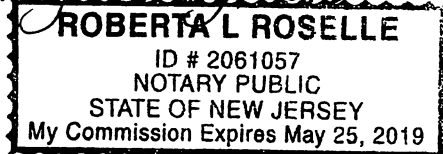

Signature of Officer on behalf of the Bidder
John Roselle - President

Chris Roselle - Secretary
Attest: Corporate Secretary

Corporate Seal


Notary Public

*Sworn and subscribed
Before me this 6th
day of May, 2016.*




Signature of Officer as an Individual
Chris Roselle - Secretary

EXHIBIT VII

STATEMENT OF BIDDER'S QUALIFICATIONS

Instructions:

All questions must be answered in a clear and comprehensive manner. Answers should be typewritten and numbered to correspond to the questions in Section I below.

The full response must be signed by the Bidder, with that signature attesting to the truthfulness of the statements made. The signature must be notarized. The signature and notarization must be in the form set forth in Section II below:

Section I – Questions

1. A. Name of Bidder: Suburban Disposal Inc.
 B. Bidder is: Corporation (X)
 Partnership ()
 Individual ()
2. A. Permanent main office address: 54 Montesano Rd., Fairfield, NJ 07004
 B. Treasury Number (Employer's Identification No.): 22-225-3897
3. Date company was organized: 1979 Suburban Disposal Inc.
4. If a corporation, where incorporated? NJ
5. A. How many years have you been engaged in this business under your present firm or trade name? 37 Years
 B. Names and home addresses of the principal officers and their Social Security Numbers. (All partners if a partnership). Attach on a separate sheet.
 ** Please see Ownership Disclosure **
6. Contracts on hand: Provide a schedule of these, showing gross amounts of each contract and the anticipated dates of completion. Include the name and address of client and name of person supervising for client. Please see attached
7. Describe the general character of work performed by your company.
 Solid Waste & Recycling Collection
8. Have you ever failed to complete any work awarded to you? If so, where and why?
 No
9. Have you ever defaulted on a contract? If so, when, where and why? No

10. List the three (3) most important contracts recently completed by you, stating approximate cost for each, and the month and year completed. (Give name and address of client and name of person supervising for client). Please see attached.
11. Describe the experience of your firm in providing the goods and/or services required by this Bid Specification. Please see attached.
12. List your major equipment and indicate that which is available for use on this Contract.
Please see attached
13. Provide background and experience of the principal members of your organization, including the officers. 37 years experience
14. Indicate the amount of credit or other sources of working capital available to the company and indicate the source. Please see attached Financial Statement
15. Provide a bank reference to your principal bank. Include bank name and address and name of bank officer who may be contacted. Please see attached.
16. Furnish a financial statement prepared in the matter set forth in Section 21 of the General Conditions. Please see attached.
17. Provide authorization to any person, firm, or corporation to furnish any information necessary to verify the representations made in this Statement of Bidder's Qualifications.
Authorization granted.

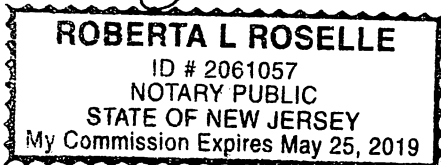
Section II – Signature and Certification

By Bidder: By my signature below, I hereby certify that all of the answers provided are true and correct.

Roberta L. Roselle

Notary Public

*Sworn & subscribed
Before me this 6th
day of May, 2016.*



[Signature]
Signature

May 6, 2016

Date

John Roselle - President

EXHIBIT VIII

PROPOSED SUBCONTRACTORS

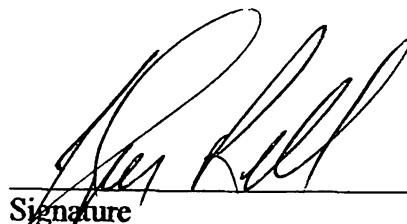
List all firms that are proposed to be engaged as subcontractors for the purposes of providing the goods and/or services required by these Bid Specifications:

Name

Home Address

Work to be Performed

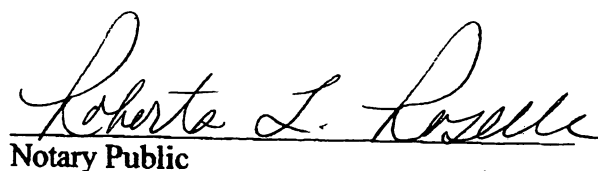
*** NONE ***


Signature

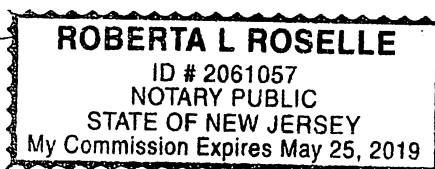
May 6, 2016

Date

John Roselle - President


Notary Public

Sworn & Subscribed
Before me this 6th day
of May, 2016



CERTIFICATION OF COMPLIANCE
WITH SPECIFICATIONS

ANY AND ALL EXCEPTIONS TO THE PLANS AND SPECIFICATIONS CONTAINED HEREIN, OR ADDITIONS OR OPTIONS OFFERED THEREOF, MUST BE LISTED ON THIS FORM WITH EXPLANATIONS.

Where plans and specifications stipulate or show items of a certain make and model (or approved equal), design, construction, material, rating, etc., the Bidder must state and/or describe on this form the make and model number, design, construction, material, rating, etc., of the items he proposed to furnish, WHICH DIFFER from that which is specified or required, and must submit appropriate descriptive brochures, drawings, and/or plans, as are available. Bidder's submission should be as complete as possible to permit comparison with all criteria and requirements contained in the plans and specifications. All brochures, drawings, plans, etc., to be submitted shall be noted on this form and shall become part of the contract after award of contract.

In the event the space provided on this form is insufficient, the Bidder shall submit additional numbered sheets as required, reference to which shall be made on this sheet. Such additional sheets shall become part of the contract after award of the contract.

The party named below, as Bidder, certified that he has examined the Bid Specifications and that he proposes and agrees to furnish and/or construct all such items as are specified herein in the manner required with such exception ONLY as may be noted below. If no exceptions, write the work "NONE". In either case, the name, title, and signature of the Bidder MUST be affixed below. If the Bidder is a corporation, the signature must be attested to by the corporate secretary and the corporate seal be affixed.

** NONE **

John Roselle

Name

Signature

May 6, 2016

Date

President

Title

Suburban Disposal Inc.

Bidder

Corporate Secretary (If a corporation) or Notary Public (non-corporation)

Chris Roselle - Secretary

** Please see attached **

EXHIBIT X

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

CONTRACTOR NAME: _____

ADDRESS: _____

Hereinafter known as the "Contractor"; and

SURETY NAME: _____

ADDRESS: _____

Hereinafter known as the "Surety",

AND HELD AND FIRMLY BOUND UNTO:

Township of Belleville
152 Washington Avenue
Belleville, NJ 07109

As obligee, hereinafter known as the "Owner",

in the amount of _____ (\$ _____),
lawful money of the United States of America for the payment whereof Contractor and Surety bond
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Contractor has submitted or is about to submit a bid to the Owner regarding the
performance of Work described in a specification entitled:

And dated _____,

which bid specification is made a part hereof by reference, with the same effect as if set forth herein in full;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall be awarded the contract, said Contractor will, within the time required, enter into a formal contract and give good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void, otherwise the Contractor and Surety will pay to the Owner the difference in money between the amount of the bid of the Contractor and the amount for which the Owner legally contracts with another party to perform the work if the latter amount is in excess of the former, and in no event shall liability hereunder exceed the penal sum hereof.

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

Signed and sealed this ____ day of _____ A.D. 20____

FOR THE CONTRACTOR:

Signature

ATTEST:

By: (NAME) _____

(TITLE)

(AFFIX CORPORATE SEAL)

FOR THE SURETY:

Signature

ATTEST:

By: (NAME) _____

(TITLE)

(AFFIX CORPORATE SEAL)

(NOTE: This form of Bid Bond contains the only language, which the Owner finds acceptable. Submission in an alternate form may result in the rejection of your bid for failure to comply with the requirements of the Owner.)

** Please see attached *

EXHIBIT XI

CONSENT OF SURETY

It is hereby agreed by:

CONTRACTOR NAME: _____

ADDRESS: _____

hereinafter known as the "Contractor"; and

SURETY NAME: _____

ADDRESS: _____

A surety company qualified and authorized to do business in the State of New Jersey and hereinafter known as the "Surety", that:

If the Contractor's bid is accepted, the Surety shall indemnify the Township of Belleville (the "Owner") against any loss due to failure of Contractor to execute the contract so awarded by providing to Contractor a bond in such form as shall comply with the requirements of the statutes of the State of New Jersey in respect to Bonds of Contractors of Public Works (N.J.S.A. 2A:44-143 TO 2A:44-147) and amendments thereof and supplemental thereto, and second that upon the awarding of said contract to the Contractor, the Surety shall become Surety for the full and faithful performance of all provisions of the specification, for all matters which may be contained in the notice to Bidder relating to the performance of the contract or agreement and for the protection of all persons performing labor, or furnishing labor or materials therefore as required by law.

If the Contractor refuses to execute such bond for the faithful performance of the contract the Surety shall pay to the Authority the difference between the amount specified in said bid and the amount for which the Authority may contract with another party to perform the work covered by said bid, if the latter amount exceeds the former to a maximum of \$20,000.00 or the penal sum contained in the Bid Bond, whichever is less; as set forth in N.J.S.A. 40A:11-21.

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

Signed and sealed this ____ day of _____ A.D. 20____

FOR THE CONTRACTOR:

Signature

ATTEST:

By: (NAME) _____

(TITLE) _____
(AFFIX CORPORATE SEAL)

FOR THE SURETY:

Signature

ATTEST:

By: (NAME) _____

(TITLE) _____
(AFFIX CORPORATE SEAL)

(NOTE: This Consent of Surety form contains the only language, which the Owner finds acceptable. Submission in an alternate form may result in the rejection of your bid for failure to comply with the requirements of the Owner.)

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

CONTRACTOR NAME: _____

ADDRESS: _____

Hereinafter known as the "Contractor"; and

SURETY NAME: _____

ADDRESS: _____

Hereinafter known as the "Surety",

ARE HELD AND FIRMLY BOUND UNTO

Township of Belleville
152 Washington Avenue
Belleville, NJ 07109

As obligee, hereinafter known as the "Owner",

In the amount of _____ (\$ _____),
lawful money of the United States of America for the payment whereof Contractor and Surety bond
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, Contractor has agreed to perform certain Work for the Owner, which agreement is set
forth in a Contract entitled:

and dated _____,

which Contract is made a part hereof by reference, with the same effect as if set forth herein full;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

The Surety 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 so fully perform and complete such work.

Whenever Contractor shall be, and declared by the Authority to be in default under the Contract, the Surety may promptly remedy the default, or shall promptly:

1) Complete the Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding; including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price" as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to Contractor.

The Surety, for value received, for itself and its successors and assigns hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed there under, or by any payment there under before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or any monies due or to become due there under; and said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done in relation to said Contractor.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said Contract, or in or to the plans, Standard Specifications, and Special Provisions therefor, shall in anywise affect the obligations of said Surety on its bond.

or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

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

Signed and sealed this ____ day of _____ A.D. 20____

FOR THE CONTRACTOR:

Signature

ATTEST:

By: (NAME) _____

(TITLE) _____
(AFFIX CORPORATE SEAL)

FOR THE SURETY:

Signature

ATTEST:

By: (NAME) _____

(TITLE) _____
(AFFIX CORPORATE SEAL)

LABOR AND MATERIAL BOND ACKNOWLEDGEMENT OF CONTRACTOR
(For use by Corporations)

State of NJ)

SS:

County of Essex)

On this 6th day of May , 20 16

Before me personally appeared John Roselle
(Insert Name)

to me known, who being by me duly sworn, did depose and say that he resides at

 23 Clearfield Rd., Succasunna, NJ
(Insert Address)

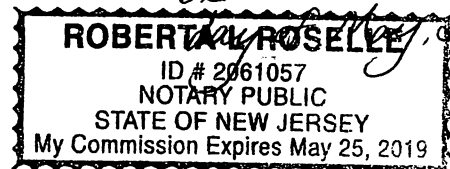
that he is the President of Suburban Disposal Inc. ,
(Insert Title) (Insert Contractor Name)

the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the impressions affixed to said bond is an impression of such seal, that it was affixed by order of the directors of said corporation; and that he signed his name by like order.

 Robert L. Roselle

Notary Public

(Affixed seal of Notary Public)



LABOR AND MATERIAL BOND ACKNOWLEDGEMENT OF CONTRACTOR
(For use by Partnerships)

State of _____)
SS:

County of _____)

On this _____ day of _____, 20____

Before me personally appeared _____
(Insert Name)

to me known, who being by me duly sworn, did depose and say that he resides at

(Insert Address)

that he is the _____ of _____, that
(Insert Title) (Insert Contractor Name)

he is one of the partners in that firm, which is, that which is described in and which executed the foregoing bond, and that he executed that bond as and for the act and deed of said firm.

Notary Public

(Affixed seal of Notary Public)

LABOR AND MATERIAL BOND ACKNOWLEDGEMENT OF CONTRACTOR
(For use by sole proprietors)

State of _____)
SS:

County of _____)

On this _____ day of _____, 20____

Before me personally appeared _____
(Insert Name)

known to me to be the individual in and who executed the foregoing bond, and he acknowledged to me that he executed the same as and for the act and deed of said individual.

Notary Public

(Affixed seal of Notary Public)

into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration required pursuant to section 1 of P.L.2001 c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977.c.110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

NON-CONSTRUCTION CONTRACTS

The Contract shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

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

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A.52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration required pursuant to section 1 of P.L.2001 c.134(C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977.c.110(C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000.00 for each business registration copy not properly provided under a contract with a contracting agency.

EXHIBIT XV

STANDARD BID DOCUMENT REFERENCE	
Name of Form:	<u>FORMS TO BE PROVIDED BY ELEC</u>
Statutory Reference:	N.J.S.A. 19:44A-20.27 (P.L. 2005, c.271,S.3)
Instructions Reference:	Statutory and Other Requirements VII
Description:	Disclosure of Contributions to ELEC

Disclosure of Contributions to New Jersey Election Law Enforcement Commission (ELEC)

N.J.S.A. 19:44A-20.27 establishes a new disclosure requirement for business entities. It requires that, when a business entity has received in any calendar year \$50,000 or more in public contracts with public entities, it must file an annual report with the Election Law Enforcement Commission (ELEC). The report shall disclose any contribution of money or any other thing of value, including an in-kind contribution, or pledge to make a contribution of any kind:

- To a candidate for or the holder of any public office having ultimate responsibility for the awarding of public contracts, or,

(END - SECTION III. EXHIBITS)

Township of Belleville

SECTION IV
FORM OF CONTRACT

IV. FORM OF CONTRACT

This agreement, made as of this day of _____, 20 __, is a Contract by and between:

Township of Belleville
152 Washington Avenue
Belleville, NJ 07109

(Hereinafter referred to "Belleville" or the "Owner"), and

(Hereinafter referred to as the "Contractor").

1) Contract Contents

a) This Contract shall incorporate by reference and make a part hereof all of the provisions and information contained within the following documents, which may also be referred to collectively as the "Contract Documents":

- i) The General Conditions of the Bid Specifications.
- ii) The Specific Conditions of the Bid Specifications, including without limitation the plans, specifications and scope of work included therein.
- iii) The Exhibits to the Bid Specification, as submitted by the Contractor including:

- | | |
|-----------------|--|
| 1. Exhibit I | Bid Document Checklist |
| 2. Exhibit II | Bidder's Response Form |
| 3. Exhibit III | Corporate Resolution |
| 4. Exhibit IV | Disclosure of Ownership |
| 5. Exhibit V | Affidavit of Non-Collusion |
| 6. Exhibit VI | Affidavit of Truthfulness |
| 7. Exhibit VII | Statement of Bidder's Qualifications (If Applicable) |
| 8. Exhibit VIII | Proposed Subcontractors (If Applicable) |
| 9. Exhibit IX | Certification of Compliance With Specifications |
| 10. Exhibit X | Bid Bond |
| 11. Exhibit XI | Consent of Surety (If Applicable) |

- 12. Exhibit XII Performance Bond (If Applicable)
- 13. Exhibit XIII Labor and Material Payment Bond (If Applicable)
- 14. Exhibit XIV NJ Business Registration Certificate
- 15. Exhibit XV Annual Disclosure of Political Contributions
- 16. Exhibit XVI Disclosure of Investment Activities in Iran

- iv) This executed Form of Contract
- v) Evidence of compliance with Affirmative Action requirements
- vi) Insurance certificates as required by the Bid Specifications
- vii) As they come into existence or use after the date of the execution of this Contract, all test results, laboratory specifications, approved association, society and institute technical specifications and data, schedules, graphic interpretations and clarifications, Change Orders, Contract Change Directives and any amendment to any of the foregoing.
- a) In the event of any conflict or inconsistency between or among the contents of any two or more provisions of the various documents included in this Contract, the following order of priority shall be followed to determine which provision shall prevail. The sections are listed with the highest priority first:
 - i) Change Orders and Contract Change Directives, with priority assigned in date order, most recent date first; then.
 - ii) The Contract; then
 - iii) The Specific Conditions of the Bid Specifications; then
 - iv) The Exhibits to the Bid Specifications; then
 - v) The General Conditions of the Bid Specifications.

2) Definitions

- a) The definitions set forth in Section 4 (Definitions) of the General Conditions of the Bid Specifications shall also apply to this Contract unless otherwise specifically provided.

3) Retention of Contractor

- a) Belleville hereby retains the Contractor to perform the Work provided for in the Contract Documents, and agrees to make payment to the Contractor as set forth in Section 4 of this Contract, entitled "Compensation".
- b) The Contractor agrees to be retained by Belleville and to perform the Work in accordance with this Contract.
- c) The Contractor agrees that for all purposes of this Contract, Contractor is deemed to be an independent Contractor and is not acting as an employee or an agent of Belleville.

4) Compensation

- a) In consideration for the satisfactory performance and completion of the Work, the Contractor shall receive payment in the amount and on the basis set forth in the attached Schedule A of this Contract.
- b) The Contractor agrees to provide Belleville with a complete, written invoice for any goods and/or services provided or furnished to Belleville on the first day of the month after such goods and/or services are delivered to or provided to Belleville. Belleville shall bear no obligation to make payment for any Work provided by the Contractor for which such invoice is not so presented.
- c) All payments under the Contract shall be made monthly for all Work performed and completed in the immediately previous calendar month. No penalties shall be assessed against Belleville for any payment which is made within thirty (30) calendar days after the close of the month in which the Work was performed, or within thirty (30) calendar days from the receipt by Belleville of a consolidated billing of all invoices issued for Work performed during the previous month, whichever is later.
- d) The acceptance by the Contractor or its assignees of the final payment under this agreement, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to Belleville from any and all claims of and liability to the Contractor arising out of the performance of this agreement.

5) Term and Schedule

- a) The Contractor agrees to commence the Work within fifteen (15) calendar days of the award of this Contract.
- b) The Contractor agrees that the Work shall be performed only upon receipt by the Contractor of a written requisition therefor from Belleville. Belleville shall bear no obligation to make payment for any Work performed by the Contractor without such due authorization.
- c) The Contractor agrees to complete the Work in accordance with the requirements set forth in the attached Schedule B of this Contract.
- d) Should the Contractor fail to commence or complete the Work in accordance with the Contract, Belleville shall have the right to exercise any one or more of the remedies as set forth in the Contract, including without limitation, the right to impose charges for liquidated damages on the Contractor.

6) Indemnification and Insurance

- a) The Contractor shall indemnify and hold harmless Belleville, its officers, directors, agents and servants including, but not limited to, any Project Manager, Engineer and/or Architect from and against any and all claims, demands, suits, damages, recoveries, settlements, actions, costs, counsel fees, expenses, judgments or decrees arising from, relating to or as a result of any damage or injury to persons and/or property arising from, related to, or caused by, in whole or in part, directly or indirectly, by the Contractor, its agents, representatives, servants, independent contractors and/or subcontractors, in any manner, whether by negligence or otherwise.
- b) If required by the Contract Documents, the Contractor agrees to provide insurance coverage in the amounts and in the forms specified by Section 15 (Insurance Requirements) of the General Conditions.
- c) If required by the Contract Documents, the Contractor agrees to provide, at the time of the execution of this Contract, a performance bond and a labor and material bond in the amount and in the form set forth in Section 13 (Performance Bond and Labor and Material Bond) of the General Conditions.
- d) The Contractor agrees that no claim whatsoever shall be made by the Contractor against any officer, agent, or employee of Belleville for, or on account of, anything done or omitted in connection with this agreement.

7) Notices

- a) The Contractor and Belleville hereby designate the business addresses, which are specified in this Contract as the places where all notices, directions and communications (collectively referred to as "Notices") from one such party to the other party shall be delivered, or to which they shall be mailed. Such business address may be changed at any time, in writing, by the party making such change and delivered to the other party in the manner specified in this Section. All Notices must be in writing and given by: serving the Notice in person upon Belleville or Contractor by delivery to the office of the party sought to be served; or (2) by express mail receipted delivery to the party sought to be served; or (3) by certified mail or registered mail return receipt requested addressed to the party sought to be served at the designated address; or (4) by facsimile transmission. Notices by mail will be deemed to be effective upon the delivery of the notice to the United States Post Office. Notices by facsimile will be deemed to be effective upon transmission of the notice to the party sought to be served between the hours of 9:00 a.m. and 5:00 p.m. Monday through Friday (inclusive) except for a holiday, with electronic confirmation that the facsimile transmission was successfully transmitted to the office of the party sought to be served.

8) Contractor's Representatives

- a) Contractor hereby designates the following person or persons to act on its behalf in all matters arising under this Contract or out of the Work, including without limitation, signing all work orders, Change Orders, waivers of lien, applications for payment,

amendments hereto and certificates. Any such representative by his signature on any document shall permit Belleville to bind the Contractor to any action or course of action agreed to by such person.

NAME: _____

TITLE: _____

ADDRESS: _____

- b) The Contractor may designate such additional or substitute representatives by giving notice to the Belleville in the manner provide in Section 7 (Notices) above.
- c) In accordance with the requirements of the Contract Terms and Conditions, the Contractor hereby designates the following individual as its Superintendent of the Work to be performed hereunder:

NAME: _____

TITLE: _____

ADDRESS: _____

9) Subcontracts

- a) Belleville agrees that certain portions of the Work may be done through the use of subcontractors. This agreement is limited to the following firms for the specific tasks listed.

<u>Firm</u>	<u>Task</u>
_____	_____
_____	_____
_____	_____

- b) Belleville's agreement to the use of such subcontractors, or any future subcontractors is in all cases based upon the following agreements:

- i) The Contractor agrees that it is fully responsible to Belleville for the acts and omissions of the subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by it.
 - ii) Contractor shall not in any way be relieved of any responsibility under the contract by any subcontract.
 - iii) Written subcontracts will be filed with Belleville prior to the start of the subcontractor's work and will contain at least the following provisions:
 - (1) that the work performed by the subcontractor must be in accordance with the terms of the agreement between Belleville and the Contractor,
 - (2) that nothing contained in such agreement shall impair the rights of Belleville,
 - (3) that nothing contained herein, or under the agreement between Belleville and the Contractor, shall create any contractual relation between the subcontractor and Belleville, and
 - (4) that the subcontractor specifically agrees to be bound to the terms of this agreement to the same extent as the Contractor would be in performing such subcontracted work.
 - c) None of the services required by this agreement shall be performed by any subcontractors other than those named in this section unless prior written approval of the use of those subcontractors is granted by Belleville.
- 10) Prohibition Against Belleville Employees:
- a) The Contractor agrees that no one shall be employed by the Contractor during the term of this Contract, either as an employee or by contract, who is an employee of Belleville.
- 11) Protection Of Property:
- a) The Contractor agrees that it shall be responsible for any loss or damage to property, caused directly or indirectly by the Contractor or its employees, officers, agents or subcontractors. Belleville shall have the right to recover the value of any such loss or damage by any method available by law or this Contract, including but not limited to the right to set off such amounts against any payment due the Contractor.
- 12) Assistance To Belleville:
- a) The Contractor agrees that it will cooperate fully with Belleville in rendering such assistance as may be needed by Belleville in defense of any claim or other action brought against Belleville arising out of the Work.

13) Confidentiality:

- a) All information obtained, learned, developed or filed in connection with the Work, including data contained in official files or records, shall be confidential and shall not be disclosed to unauthorized persons except on written consent of Belleville, or as authorized or required by law. All of the reports, information or data, furnished to or prepared, assembled or used by the Contractor under this Contract are to be held confidential, and prior to publication, the Contractor agrees that the same shall not be made available to any individual or organization without the prior written approval of Belleville.

14) Termination:

- a) Belleville shall the right to terminate this Contract for the reasons and in the manner set forth in Section 36 (Termination) of the General Conditions.

15) Governing Law:

- a) All disputes arising out of this Contract shall be interpreted and decided in accordance with the laws of the State of New Jersey.

16) General Release:

- a) The acceptance by the Contractor or its assignees of the final payment under this Contract, whether by voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to the Belleville from any and all claims of and liability to the Contractor arising out of the performance of this Contract.

17) Waiver:

- a) Waiver by Belleville of a breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed as a modification of the terms of this Contract.

18) All Legal Provisions Deemed Included:

- a) It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is to be deemed to have been inserted herein, even if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form.

19) Severability:

- a) If this Contract contains any unlawful provision which is not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

20) Political Activity:

- a) There shall be no political activity or any activity to further the election or defeat of any candidate for public political or party office as part of or in connection with this Contract, nor shall any of the funds provided under this Contract be used for such purposes.

21) Modification:

- a) This Contract may be modified by the mutual agreement of the parties in writing in a manner not materially affecting the substance hereof. It may not be altered or modified orally.

22) Paragraph Headings:

- a) Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Contract and in no way affect this Contract.

23) No Removal Of Records From Premises:

- a) Where performance of this Contract involves use by the Contractor of public papers, files, data or records at Belleville facilities or offices, the Contractor shall not remove any such papers, files, data or records therefrom without the prior approval of Belleville.

24) Inspection at Site:

- a) Belleville shall have the right to have representatives of Belleville present at any site at which the Work is to be performed to observe the Work being performed.

25) Delays In Performance By Contractor:

- a) If performance is delayed by Contractor and Belleville suffers damages as a result of such delay, Contractor shall be liable for such damages including but not limited to the amount of wages which may be paid by Belleville to any inspectors or supervisors employed by it in connection with the work for the period of delay. Any such damages may be deducted by Belleville from the Contract price.

26) No Representations:

- a) Belleville has not made any representations with respect to any matter or thing affecting or related to the subject matter of this Contract, except as herein specifically set forth, and Contractor hereby expressly acknowledges that no such representations have been made.

27) All Agreements Included:

- a) All understandings and agreements previously had between the parties are merged into these Contract Documents which alone fully and completely expresses their agreement. This contract has been entered into after full investigation and consideration, neither party relying upon anything not embodied in these Contract Documents which may be claimed to have been made by any of the parties hereto.

28) Rights and Remedies:

- a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation upon, any of the duties, obligations, rights and remedies otherwise imposed or available to Belleville at law or in equity.

29) Breaches And Non-Compliance:

- a) In addition to any other remedy provided herein or in law, in the event of any breaches or non-compliance in performance by the Contractor under this Contract, the Belleville shall have the right to have any such breach or non-compliance corrected and cured by the Contractor.

30) Affirmative Action:

- a) The Contractor agrees to comply with the Affirmative Action Requirements set forth in Schedule C of this Contract.

31) Execution

- a) By their signatures below the Belleville and the Contractor acknowledge that they have read and understood the terms of this Contract and agree to be bound by it.

For the Township of Belleville:

BY: _____

ATTEST:

TITLE

DATE

For the Contractor:

BY: _____

ATTEST:

TITLE

DATE

SCHEDULE A

COMPENSATION

In consideration for the satisfactory performance and completion of the Work required by this Contract, the Contractor shall be paid as follows:

SCHEDULE B

SCHEDULE FOR PERFORMANCE

The Contractor shall complete the Work required by this Contract in accordance with the following schedule: see attached

ACADEMY STREET	EUGENE PLACE	MEMORIAL STREET
ACME STREET	FAIRVIEW PLACE	MILL STREET 20-77
ALIVA STREET	FAIRWAY AVENUE	MINKER PLACE
ARTHUR AVENUE	FAIRWAY COURT	MONTGOMERY PLACE
ARTHUR STREET	FLORENCE AVENUE	MONTGOMERY STREET
BALDWIN PLACE	FLOYD STREET 12-41	MT PLEASANT AVENUE
BARNETT LANE	FOREST AVENUE	NAPLES AVENUE
BAYARD STREET	FRANKLIN STREET	NEWARK AVENUE
BELLAVISTA AVENUE	FRANKLIN AVENUE	NEWCOMB STREET
BELLEVUE COURT	FREDERICK STREET	NO. SEVENTH STREET
BELLEVILLE AVE 15-57	FREEDOM LANE	NO. EIGHTH STREET
BELLEVILLE AVE 350-736	GARDEN AVENUE	NO. NINTH STREET
BELLEVUE AVENUE	GREENWICH STREET	NO. TENTH STREET
BELMONT AVENUE	GREYLOCK AVENUE	NO. ELEVENTH STREET
BERKELEY AVENUE	HAMILTON STREET	OAKWOOD AVENUE
BERTON PLACE	HARRISON STREET	OGDEN ROAD
BLOOMFIELD AVENUE	HECKEL STREET	OVERHILL ROAD
BRANCHBROOK DRIVE	HERO WAY	PARK PLACE
BRIGHTON AVENUE	HEWITT AVENUE	PARKVIEW AVENUE
BROOK STREET	HIGHLAND AVENUE	E.PASSAIC AVENUE 5-8
CANELLA COURT	HOLMES STREET 2-89	PERRY STREET
CARMER AVENUE	HONISS STREET	PLEASANT AVENUE
CARPENTER STREET	HORNBLOWER AVENUE 244-287	QUINTON STREET
CARPENTER TERRACE	HUNKELE STREET	RALPH STREET
CELIA COURT	IRVING STREET	RAYMOND STREET
CELIA TERRACE	JERALDO STREET	RHODE PLACE
CENTER STREET	JEROME AVENUE	RIVERDALE AVENUE
CHARLES STREET	JORALEMON STREET 19-81	ROCCO STREET
CLEVELAND STREET 7-11	JORALEMON STREET 133-727	ROOSEVELT AVENUE
CONTINENTAL AVENUE	(ODD)	RUGTERS STREET 15-97
COPPER PLACE	KIDDLE PLACE	SALTER PLACE
CORTLANDT STREET	KIMBALL STREET	SANFORD AVENUE
COTTAGE STREET	KING PLACE	SCHUYLER STREET
CRESCENT TERRACE	KING STREET	SMALLWOOD AVENUE
CROSS PLACE	LAKE STREET	SO. WILBER STREET
CROSS STREET	LAUREL COURT	SPRINGER STREET
CUNNINGHAM COURT	LAVERGNE STREET	STEPHENS STREET
CUOZZO STREET	LAWRENCE STREET	STEVENS ROAD
DAVENPORT AVENUE	LINDEN AVENUE 11-109	ST. MARYS PLACE
DAVIDSON STREET	LITTLE STREET 33-152	TAPPEN AVENUE 15-118
DAWSON STREET	MAGINOLA STREET	TERRACE PLACE
DELAVAN AVENUE	MAIER STREET	TERRY STREET
DELIA TERRACE	MAIN STREET	VALLEY STREET
DE LUCA ROAD	MAIORAN PLACE	WALLACE STREET
DEWITT AVENUE 2-281	MALONE AVENUE 9-120	WALNUT STREET
DIVISION AVENUE 6-136	MAPLE AVENUE	WATCHUNG AVENUE
ELENA PLACE	MARION COURT	WATSESSING AVENUE
ESSEX STREET 1-4	MAY STREET	

TUESDAY-FRIDAY
FRIDAY BULK PICK-UP

[illegible]

Avenue Municipal Trash Receptacles Pick up

The Monday and Friday of each week the Municipal Trash Receptacles on Washington Ave and Union Ave will be emptied according to the provided schedule.

Single Stream Recycling Schedule

Wednesdays is town wide Single Stream Recycling list will be provided if needed.

SCHEDULE C

EXHIBIT A

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

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

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

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

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

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

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

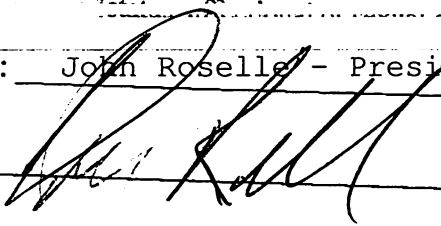
Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

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

Name/Title: John Roselle - President

Signature: 

Company: Suburban Disposal Inc.

Date: May 6, 2016

(END - SECTION IV. FORM OF CONTRACT)

Attachment D- Estimate of Tonnage

	DEP ID	2013 Tons	2014 Tons	2015 Tons
Regular Refuse -		N/A	N/A	13,319.05
Bulky Refuse----		N/A	N/A	369.58
Corrugated--	01	1,206.00	2,224.39	N/A
Newspaper--	03	347.00	749.53	N/A
Glass Container--	05	1269.47	247.25	N/A
Aluminum--	06	90.70	86.68	N/A
Steel Containers-	07	181.82	86.66	N/A
Plastic Containers-	08	273.03	232.82	N/A

Attachment D- Estimate of Tonnage

	DEP ID	2013 Tons	2014 Tons	2015 Tons
Regular Refuse -		N/A	N/A	13,319.05
Bulky Refuse----		N/A	N/A	369.58
Corrugated--	01	1,206.00	2,224.39	N/A
Newspaper--	03	347.00	749.53	N/A
Glass Container--	05	1269.47	247.25	N/A
Aluminum--	06	90.70	86.68	N/A
Steel Containers-	07	181.82	86.66	N/A
Plastic Containers-	08	273.03	232.82	N/A

Township of Belleville

SECTION V
ATTACHMENTS

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

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

CALENDAR YEAR 2014

SW1292 - 546589
SUBURBAN DISPOSAL INC
54 MONTESANO RD.
Fairfield, NJ 07004

DUE JUNE 1, 2015

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!**

IMPORTANT REMINDERS:

- ☐ Write your SW number on all pages as indicated (and attach and label any additional sheets)
- ☐ File this report in the solid waste utility's certificate name exactly as shown on the CPCN
- ☐ Filing this report is required even if there was no solid waste activity during 2014
- ☐ Complete every question, or indicate "N/A" for all questions which are not applicable
- ☐ SIGN and NOTARIZE the Annual Report as indicated
- ☐ Keep a copy of this Annual Report for your record

- ☐ THIS COMPLETED REPORT IS DUE **NO LATER THAN JUNE 1, 2015**
AND MUST MAIL TO:

NJDEP-SOLID WASTE PLANNING & LICENSING
2014 COLLECTOR AND BROKER ANNUAL UTILITY REPORT
401 EAST STATE STREET
MAIL CODE 401-02C; P.O. BOX 420
TRENTON, NJ 08625-0420

IT IS SUGGESTED THAT YOU MAIL THIS COMPLETED REPORT VIA CERTIFIED MAIL, RETURN RECEIPT AND KEEP A COPY FOR YOUR RECORD

ASSESSMENT REMINDER:

Once your Annual Report is reviewed, verified and approved by NJDEP, the Department of Treasury will mail an invoice (a bill) directly to you in the appropriate amount of your annual assessment. This assessment is currently calculated at the rate of $\frac{1}{4}$ of 1% of your reported gross operating revenue with a \$600 minimum. **Please submit payment promptly.**

ONCE YOU RECEIVE INVOICE, YOU ARE REQUIRED TO PAY YOUR ASSESSMENT PROMPTLY. PLEASE MAIL BOTH THE INVOICE AND YOUR PAYMENT DIRECTLY TO TREASURY AT THE ADDRESS LISTED ON YOUR INVOICE.

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 and Brokers Utilities Annual Report" in accordance with the NEW JERSEY ADMINISTRATIVE CODE:

Reportable Waste includes revenue derived from the collection, brokering and/or disposal of the following solid waste types: Waste Type ID 10, 12, 13, 13C, 23, 25, 27, 27A and 27I

- 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 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.

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

Solid Waste Types: (Please see the next page labeled NEW JERSEY ADMINISTRATIVE CODE for specific examples of waste types)

- 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

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 semi-liquids:** 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 wastes 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.

2014 CPCN ANNUAL REPORT - FOR COLLECTORS AND BROKERS

PLEASE FILL IN ALL INFORMATION BELOW:

CHECK ALL THAT APPLY: ☒ COLLECTOR
☐ BROKER

1. INFORMATION

OFFICIAL COMPANY NAME: Suburban Disposal, Inc.
(This is the name registered with the Division of Commercial Recordings)

STREET ADDRESS: 54 Montesano Road

CITY, STATE, ZIP Fairfield NJ 07004

OFFICE TELEPHONE: 973-227-7020

CELL PHONE: N/A FAX NUMBER: 973-675-1404

FEIN (or LAST 4# OF SS# FOR SOLE PROPRIETOR): 22-2253987

EMAIL: croselle@suburbandisposalinc.com

WEBSITE: www.suburbandisposalinc.com

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

STREET ADDRESS: _____

CITY, STATE, ZIP _____

2. LIST OFFICERS AND EQUITY HOLDERS: ☒ Check here if additional pages are attached

Name:	<u>John Roselle</u>	Title	<u>President</u>	Equity	<u>16.67</u>
Name:	<u>Christopher Roselle</u>	Title	<u>Secretary</u>	Equity	<u>16.67</u>
Name:	<u>Daniel Roselle</u>	Title	_____	Equity	<u>16.67</u>

3. NAME OF REGISTERED AGENT: John A. Gonnella

STREET ADDRESS: 287 Bloomfield Avenue

CITY, STATE, ZIP Caldwell NJ 07006

TELEPHONE: 973-226-0027

CELL PHONE: N/A FAX NUMBER: 973-403-1743

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

#2 LIST OF OFFICERS AND EQUITY HOLDERS (CON'T)

Kerry M. Roselle	16.67%
Louis T. Roselle	16.66%
Robert Roselle	16.66%

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

Please provide the number of solid waste vehicles owned and operated by the CPCN holder.

 NOT APPLICABLE (NO EQUIPMENT)
 CABS (does not hold waste)
250 CONTAINERS
107 SINGLE UNIT VEHICLES (eg. roll offs, pickup trucks, vans)
 TRAILERS

5. **DOES YOUR COMPANY USE A SOLID WASTE BROKER SERVICE?** ☐ NO ☒ YES: You must provide the information below for EACH COMPANY (label and attach a separate page if necessary):

Name of Broker: BP Environmental Services, Inc.
Address: PO Box 188
City, State, Zip: Chalfont, PA 18914
Broker's CPCN number: SW 2934

Name of Broker: _____
Address: _____
City, State, Zip: _____
Broker's CPCN number: SW _____
☐ Check here if additional pages are attached

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

Name: _____
Address: _____
City, State, Zip: _____

Provide a brief description: _____
☐ Check here if additional pages are attached

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

Name: _____
Address: _____
City, State, Zip: _____

State(s) the revocation or suspension occurred: _____

Provide a brief description: _____
☐ Check here if additional pages are attached

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2014:

Name and Address of Disposal Facilities Used During 2014	Waste Type	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	County Origin of Waste	Total Tons Picked up in County	Recycling Tax Paid	Gross Revenue
ECUA Newark, NJ	10	82,587	3,952,204	Essex	82,587	0	10,673,625
IWS Garfield, NJ	10/13	8,289	288,438	Bergen Passaic	4,504 3,785	12,362	708,521 244,261
MCMUA East Brunswick, NJ	10/13	8,424	6,359	Middlesex	8,424	300	526,880
National Transfer, Inc. Lodi, NJ	10/13	4,462	140,000	Passaic Bergen	2,071 2,391	13,386	162,841 354,260
Ocean County Landfill Manchester, NJ	10/13	11,932	967,154	Ocean	11,932	35,796	1,902,462
Sussex County Vernon, NJ	10/13	5,323	499,858	Sussex	5,323	15,969	1,269,638
UCUA Rahway, NJ	10	5,598	363,065	Union	5,598	14,922	1,343,948
MCUA Parsippany, NJ	10/13	27,615	500,212	Morris	27,615	15,633	5,137,647

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

DISPOSAL INFORMATION

Please provide the information below for each disposal facility (landfills, transfer stations, rail facilities, incinerators) used by your company for calendar year 2014:

Name and Address of Disposal Facilities Used During 2014	Waste Type	Total Tons Disposed at Facility	Total Amount of Disposal Fee Paid to Facility	County Origin of Waste	Total Tons Picked up in County	Recycling Tax Paid	Gross Revenue
HMDC Kearny, NJ	13	8,733	804,233	Essex	8,733	26,199	1,055,633
Monmouth Reclamation Tinton Falls, NJ	10/13	2,833	230,390	Monmouth	2,833	8,499	358,580
Waste Management Elizabeth, NJ	10/13	413	30,000	Union	413	1,239	85,784
Covanta Totowa/Paterson	10/13	55,156	2,541,203	Bergen Passaic	17,642 37,514	113,785	2,884,692 2,686,873
Dart Newark, NJ	10/13	12,274	0	Hudson	12,274	0	839,877
Sajo Transportation North Arlington, NJ	10/13	76,387	449,164	Passaic Bergen	69,613 6,774	22,839	5,048,064 1,113,390

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

BROKER INFORMATION

If solid waste broker services have been provided, please provide the information below for calendar year 2014 for EACH COUNTY.
 You may prepare your own spreadsheet containing the below information in the same format:

N/A COUNTY (LIST ONLY 1 COUNTY PER FORM)

A	B	C	D	E	F
Client/Industry	Number of Locations	CPCN Number (SW#) of Solid Waste Hauler Used	Total Amount Billed to Client	Total Amount Paid to Hauler	Disposal Facility used by Hauler
<u>TOTALS</u>					

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

RELATED COMPANIES

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

COMPANY NAME AND ADDRESS	TYPE OF SERVICE RELATED COMPANY PERFORMS	TOTAL FEE PAID TO RELATED COMPANY DURING 2014
Six Brothers Associates, LLC Fairfield, NJ	Rental Real Estate	0
Six Brothers Enterprises, LLC Fairfield, NJ	Rental Real Estate	240,000
Louis T. Roselle, Inc. Fairfield, NJ	Solid Waste Hauling	0
Eastern Recycling, Inc. Fairfield, NJ	Recycling	0
Priority Compactor Repair, LLC Fairfield, NJ	Equipment Repairs	48,261

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Bergen COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 61
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
--------------	---------------------------------

<u>Ramsey</u>	<u>5,363</u>
---------------	--------------

<u>Mahwah</u>	<u>9,505</u>
---------------	--------------

<u>Saddle River</u>	<u>1,216</u>
---------------------	--------------

<u>Oakland</u>	<u>4,335</u>
----------------	--------------

<u>Palisades Park</u>	<u>6,934</u>
-----------------------	--------------

<u>Haworth</u>	<u>1,110</u>
----------------	--------------

<u>Ho-Ho-Kus</u>	<u>1,401</u>
------------------	--------------

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Bergen COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: _____ (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: _____
3. Number of Scheduled Industrial Customers: _____
4. Number of ON-CALL/ONE TIME Customers: _____
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
--------------	---------------------------------

Allendale

2,236

Dumont

6,364

Wood Ridge

2,939

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Burlington COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 2
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality

Approximate Number of Customers

N/A

<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Essex COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 102
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>West Orange</u>	<u>16,790</u>
<u>Belleville</u>	<u>13,395</u>
<u>N.Caldwell</u>	<u>2,092</u>
<u>Irvington</u>	<u>20,093</u>
<u>Fairfield</u>	<u>2,645</u>
<u>East Orange</u>	<u>24,945</u>
<u>Glen Ridge</u>	<u>2,476</u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Hudson COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 24
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>Bayonne</u>	<u>25,237</u>

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Hunterdon COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 2
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality

Approximate Number of Customers

N/A

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Middlesex COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 13
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality

Approximate Number of Customers

Carteret

7,591

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Monmouth COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 88
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0

5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
--------------	---------------------------------

<u>Aberdeen</u>	<u>6,876</u>
-----------------	--------------

<u>Middletown</u>	<u>23,962</u>
-------------------	---------------

<u>Eatontown</u>	<u>65</u>
------------------	-----------

<u>Allentown</u>	<u>704</u>
------------------	------------

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Morris COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 233
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
<u>Lincoln Park</u>	<u>4,001</u>
<u>Madison</u>	<u>5,485</u>
<u>Morris Plains</u>	<u>2,131</u>
<u>Kinnelon</u>	<u>3,472</u>
<u>Montville</u>	<u>7,485</u>
<u>Chatham</u>	<u>3,915</u>
<u>Butler</u>	<u>3,031</u>
<u>Mountain Lakes</u>	<u>1,313</u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Ocean COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 30 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 124
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
--------------	---------------------------------

<u>Point Pleasant</u>	<u>7,273</u>
-----------------------	--------------

<u>Island Heights</u>	<u>683</u>
-----------------------	------------

<u>Bay Head</u>	<u>459</u>
-----------------	------------

<u>Ship Bottom</u>	<u>555</u>
--------------------	------------

<u>Eagleswood</u>	<u>621</u>
-------------------	------------

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Passaic COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 17
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
--------------	---------------------------------

<u>Paterson</u>	<u>44,329</u>
-----------------	---------------

<u>Prospect Park</u>	<u>1,797</u>
----------------------	--------------

<u>North Haledon</u>	<u>3,123</u>
----------------------	--------------

<u>Woodland Park</u>	<u>4,632</u>
----------------------	--------------

<u>Clifton</u>	<u>30,661</u>
----------------	---------------

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Somerset COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 2
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
--------------	---------------------------------

<u>N/A</u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>
<u></u>	<u></u>

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Sussex COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name

1. Number of Scheduled Residential Customers: 0 (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: 6
3. Number of Scheduled Industrial Customers: 0
4. Number of ON-CALL/ONE TIME Customers: 0
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
--------------	---------------------------------

Hopatcong	5,653
-----------	-------

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

FOR COLLECTORS ONLY

CUSTOMER SERVICE AREA INVENTORY

PURSUANT TO N.J.A.C. 7:26 H -5.9, Please copy this form and submit a form for EACH COUNTY in which the company collects solid waste.

Union _____ COUNTY (LIST ONLY 1 COUNTY PER PAGE)
County Name _____

1. Number of Scheduled Residential Customers: _____ 0 _____ (Not from Municipal Contracts)
2. Number of Scheduled Commercial Customers: _____ 13 _____
3. Number of Scheduled Industrial Customers: _____ 0 _____
4. Number of ON-CALL/ONE TIME Customers: _____ 0 _____
5. List all municipalities in this county, for which you have Municipal/Residential contracts and the approximate number of customers per municipality:

Municipality	Approximate Number of Customers
--------------	---------------------------------

Roselle Park	5,002
--------------	-------

New Providence	4,408
----------------	-------

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

TARIFF UPDATE (2014)

This Tariff Update form must be completed by ALL WASTE TRANSPORTERS to update your original tariff. (Waste brokers are not required to complete the Tariff Update and should mark this page as N/A and go directly to page 12.

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

1. TERRITORY SERVED

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

☒ All New Jersey Counties

☐ Atlantic

☐ Bergen

☐ Burlington

☐ Camden

☐ Cape May

☐ Cumberland

☐ Essex

☐ Gloucester

☐ Hudson

☐ Hunterdon

☐ Mercer

☐ Middlesex

☐ Monmouth

☐ Morris

☐ Ocean

☐ Passaic

☐ Salem

☐ Somerset

☐ Sussex

☐ Union

☐ Warren

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

2. HOURS OF OPERATION

The collection utility shall pick-up waste in accordance with the following schedule: _____

24 Hours a day seven days a week

The collection utility will not pick-up waste of the following holidays: N/A

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

3. METHOD OF BILLING

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

Invoicing - payments are credit card, check & PayPal

4. TYPES OF SERVICE AND DETAILS

Please provide a detail list of the types of service(s), capacity of truck(s) or container(s), price and whether the dumping fee is included in price:

Municipal solid waste collection - 32 yard, price varies, some dump included, some excluded

Commercial waste collection - 45 yard, price varies, dump included

5. PLEASE PROVIDE YOUR SCHEDULE OF RATES IN THE APPROPRIATE CHART BELOW:

COLLECTION TARIFF (To be completed by Collectors)

CONTAINER SIZE	FREQUENCY OF PICK-UP	TOTAL CHARGE AND DISPOSAL
Examples: 10 Yards	Examples: 1 X PER WEEK	Examples: \$450
20 Yards	2 X PER WEEK	\$1,200
20 Yards	4 X PER WEEK	\$2,000
	SEE ATTACHED SHEET	

For All NJ Counties:

<u>Service</u>	<u>Amount</u>
Dumpster Front-End or Rear Load	Up to \$20.00 per Cu. Yard per Dump
Roll-Off Service Compacted & Open 8 Cu. Yards to 50 Cu. Yards	Up To \$295.00 per Container Plus Applicable Disposal Fees

GROSS OPERATING REVENUE BY COUNTY

Please provide the Gross Operating Revenues derived from all solid waste collected and/or brokered in New Jersey during 2014.

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

County	2014 Collector Gross Revenue	2014 Brokering Gross Revenue
Atlantic		
Bergen	5,060,863	
Burlington	1,322	
Camden		
Cape May		
Cumberland		
Essex	11,729,258	
Gloucester		
Hudson	839,877	
Hunterdon	17,061	
Mercer		
Middlesex	526,880	
Monmouth	358,580	
Morris	5,137,647	
Ocean	1,902,462	
Passaic	8,142,039	
Salem		
Somerset	1,209	
Sussex	1,269,638	
Union	1,429,732	
Warren		

Total Gross Operating Revenue

During Calendar Year 2014: \$ 36,416,568

Collector Total

\$ 0

Broker Total

Note: Gross Operating Revenues consist of reportable revenues as described on Page 2, which are derived from customer bills, fees, sales and services as well as interest.

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

CERTIFICATIONS

CUSTOMER BILL OF RIGHTS

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 am aware that there are penalties for failing to comply with the provisions of these regulations, including the possibility of a fine. I understand that, in addition to penalties, I will be responsible for penalties as set forth at N.J.S.A. 48:13A-12 and that violating any provisions of these regulations may be grounds for suspension or revocation of any Certificate of Public Convenience and Necessity for which I may now hold.

I, John Roselle hold the title of President and am duly
(NAME OF OWNER/AUTHORIZED MEMBER) (TITLE)

authorized to sign this Customer Bill of Rights on behalf of: Suburban Disposal, Inc.
(OFFICIAL COMPANY NAME)

John Roselle, President
Print Name of Owner/Authorized Member

[Signature]
Signature of Owner/Authorized Member

5/29/15
Today's Date

CUSTOMER LISTS

Every utility engaged in the solid waste collection business and/or brokering in New Jersey must submit a completed Customer List each year with this completed report. N.J.A.C. 7:26H-5.9(c)1.i requires that the list contain all of the names and addresses for each (regularly scheduled) residential, commercial, industrial and institutional customers. (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.

*Companies are encouraged to submit customer list electronically when possible (eg. flash drive, pdf)

I certify under penalty of law pursuant to N.J.A.C. 7:26H-5.9(c)1 that N/A
has no regularly scheduled customers.

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

authorized to sign on behalf of: _____
(OFFICIAL COMPANY NAME)

Print Name of Owner/Authorized Member

Signature of Owner/Authorized Member

Today's Date

PLEASE FILL IN EACH QUESTION ACCURATELY OR MARK N/A IF NOT APPLICABLE

VERIFICATION AND OATH FOR 2014 ANNUAL REPORT FILING

NAME OF PERSON COMPLETING THIS FORM: Chris Roselle

RELATIONSHIP TO BUSINESS: Secretary

CONTACT NUMBER: 973-227-7020

The 2014 Solid Waste Collector and Broker Annual Report must be certified by the oath of the person responsible for the preparation of the report, also known as the "Responder".

The 2014 Solid Waste Collector and Broker Annual Report must be verified and certified by the oath of the President or another principal general officer if other than the respondent

Oath To be made by the person responsible for preparation of this report:

Chris Roselle, Secretary
(Insert name and title of REPONDENT)

makes oath that he/she has carefully examined the said report and to the best of their knowledge and belief the entries contained in the said report have, so far as they relate to matters of account, been accurately taken from the said books of account and are in exact accordance therewith; that he/she believes that all other statements of fact contained in the said report are true, and that said report is a correct and complete statement of the business and affairs of the above named respondent during the reporting year.

(Signature of Report Preparer)

State of NJ County of Essex
Sworn to and subscribed before me
this 29th day of May 2015
Roberta L. Roselle
Print Name of Notary Public or Officer Authorized to Administer Oath
Roberta L. Roselle
Signature of Notary Public or Officer Authorized to Administer Oath
My Commission expires May 25, 2019
ROBERTA L ROSELLE
ID # 2061067
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires May 25, 2019

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

John Roselle, President
(Insert name of Owner or Officer and Title)

makes oath that he/she has carefully examined the foregoing report; that he/she believes that all statements of fact contained in the said report are true, and that the said report is a correct and complete statement of the business and affairs of the above named respondent and the operations of its property during the reporting year.

(Signature of Owner or Officer)

State of NJ County of Essex
Sworn to and subscribed before me
this 29th day of May 2015
Roberta L. Roselle
Print Name of Notary Public or Officer Authorized to Administer Oath
Roberta L. Roselle
Signature of Notary Public or Officer Authorized to Administer Oath
My Commission expires May 25, 2019
ROBERTA L ROSELLE
ID # 2061067
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires May 25, 2019

CERTIFICATION FOR COMPANIES CLAIMING ZERO GROSS OPERATION REVENUE

The certification below should only be filed by CPCN holders that are claiming zero gross operation revenue for calendar year 2014. You must also provide, in detail, the reason you are claiming zero.

N/A

ZERO GROSS OPERATING REVENUE CERTIFICATION:

I certify under the penalty of the law that this company's reportable Gross Operating Revenue as described on page 2, which are derived from fees, sales, services and interest from all solid waste collected in NEW JERSEY during 2014 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 Report showing Zero Gross Operating Revenue on behalf

of: _____
(OFFICIAL COMPANY NAME)

Print Name of Owner/Authorized Member _____ Signature of Owner/Authorized Member _____ Today's Date _____

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

CUSTOMER BILL OF RIGHTS N.J.A.C. 7:26H-5.12

- (a) Collection utilities shall comply with all customer bill of rights provisions identified in (c) below.
- (b) At least once each year, every solid waste collector shall notify its customers that solid waste collection services in this State are available on a competitive basis and include with that notice a copy of a customer bill of rights.
- (c) The customer bill of rights shall set forth the following information:
1. A commercial, industrial or institutional customer has the right to select their solid waste collector on a competitive basis and to discontinue service at any time, unless contractually obligated by a service agreement, provided that the collector is provided with a minimum of seven days' written notice;
 2. Residential customers who are responsible for hiring their own collection service have the right to select their solid waste collector on a competitive basis and to discontinue service at any time, provided the collector is given seven days written notice;
 3. The solid waste collector shall provide collection service in the service territories listed in its tariff;
 4. A statement that the solid waste collector's tariff showing terms and conditions is available for review at the Department and that a complete list of solid waste collectors registered to provide service in their service territory is available from the Division of Solid and Hazardous Waste;
 5. The solid waste collector shall handle customer complaints in a prompt, courteous, and efficient manner and that in the event a solid waste collector fails to pick up solid waste on a regularly scheduled day and such failure is not caused by an act or omission of the customer, the collector shall make the pick up as soon as possible, but in no event shall it be later than the next regularly scheduled collection day. Should a collector fail to pick up solid waste from a commercial, industrial or institutional customer on two consecutive collection days, and such failure is not caused by an omission or act of the customer, the customer may cancel any service agreement or contract with the collector;
 6. The solid waste collector shall remove and transport solid waste in an environmentally sound manner that safeguards the public health and preserves the quality of the environment;
 7. The solid waste collector shall notify its customers in writing at least 10 days prior to any increase or decrease in rates;
 8. The solid waste collector shall provide ten days' written notice to the customer prior to the discontinuation of service. A collector may discontinue service for nonpayment of bills provided it gives the customer at least ten days for payment of the bill before issuing the ten day notice of discontinuing service;
 9. Where solid waste collection service is provided in containers or other equipment supplied by the solid waste collector, and the service is discontinued either by the solid waste collector or the customer, the solid waste collector shall be required to remove its container or other equipment from the customer's premises within three days of the effective date of discontinuance regardless of the status of the account;
 10. The Department is available to resolve service or pricing issues and disputes and the solid waste collector shall not terminate service for non-payment of disputed charges during a Department investigation;
 11. The customer may make partial payments on collection service and disposal fees without risk of additional charges, penalties or disruption of service on the unresolved amount of a service or pricing issue or dispute and/or disputes forwarded to the Department for resolution;
 12. If a customer will be absent from their residence or business for at least 30 days, the customer may request suspension of solid waste collection services and billing for that period without charge;
 13. The collector is responsible for assisting the customer in the selection of the most favorable service to meet the customer's needs at the most reasonable rate;
 14. In the event of inclement weather when operation of a solid waste vehicle would pose a threat to the safety of the public and/or the equipment and personnel of the collection company, pick up shall be made no later than the next regularly scheduled day. In those cases where collection is made on a once per week basis, pick up shall be made as soon as weather permits;
 15. A solid waste collector shall transmit copies of any notice of discontinuance of service to the Department at the same time it is transmitted to the customer;
 16. Solid waste services contracts or agreements shall not include any clause which calls for an automatic renewal of the contract or agreement. The automatic renewal clause of any existing contract shall be considered void.
 17. Solid waste collection utilities shall display their name, as it appears on their Certificate of Public Convenience and Necessity, and any "trading as name" on all vehicles and containers.
- (d) Every solid waste collector shall certify to the Department that each customer was provided with a customer bill of rights as required pursuant to (a) above. The certification shall be as follows: "I certify under penalty of law that I have notified each of my customers at least once this year that solid waste collection services in this State 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). I am aware that there are penalties for failing to comply with the provisions of these regulations, including the possibility of a fine. I understand that, in addition to penalties, I will be responsible for penalties as set forth as N.J.S.A. 48:13A-12, and that violating any provision of these regulations may be grounds for suspension or revocation of any certificate of public convenience and necessity for which I may now hold."

Suburban Disposal Co., Inc.

Financial Statements December 31, 2014 and 2013

Suburban Disposal Co., Inc. is a subsidiary of Suburban Waste Services, Inc. and is a public utility. The financial statements are prepared on a cash basis and are not audited. The financial statements are prepared on a cash basis and are not audited. The financial statements are prepared on a cash basis and are not audited.

Independent Accountants' Review Report

**To the Stockholders' of
Suburban Disposal, Inc.**

Fairfield, New Jersey 07004

We have reviewed the accompanying statements of assets, liabilities and stockholders' equity (income tax basis) of Suburban Disposal Co., Inc. as of December 31, 2014 and 2013 and the related statements of revenue, expenses and retained earnings – (income tax basis) for the years then ended. 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 is responsible for the preparation and fair presentation of the financial statements in accordance with the income tax basis of accounting and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

Our responsibility is to conduct the review in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance that there are no material modifications that should be made to the financial statements. We believe that the results of our procedures provide a reasonable basis for our report.

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with the income tax basis of accounting, as described in Note 1.

Our review was made for the purpose of expressing a conclusion that there are no material modifications that should be made to the financial statements in order for them to be in conformity with the income tax basis of accounting as described in Note 1. The information included in the accompanying Schedules 1 and 2 is presented only for purposes of additional analysis. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements. This information is presented on the income tax basis of accounting, and we are not aware of any material modifications that should be made thereto.

O'Connor Davies, LLP

July 3, 2015

O'CONNOR DAVIES, LLP

20 Commerce Drive, Suite 301, Cranford, NJ 07016 | Tel: 908.272.6200 | Fax: 908.272.2416 | www.odpkf.com

O'Connor Davies, LLP is a member firm of the PKF International Limited network of legally independent firms and does not accept any responsibility or liability for the actions or inactions on the part of any other individual member firm or firms.

Suburban Disposal Co., Inc.

**Statement of Assets, Liabilities and Stockholders' Equity
(Income Tax Basis)**

	<u>December 31,</u>	
	<u>2014</u>	<u>2013</u>
ASSETS		
Current Assets		
Cash	\$ 1,199,667	\$ 2,371,109
Accounts receivable	3,286,880	3,575,924
Employee loans	29,166	5,122
Due from related parties	411,085	648,624
Prepaid expenses and taxes	439,274	418,166
Total Current Assets	<u>5,366,072</u>	<u>7,018,945</u>
Property and Equipment, at Cost		
Trucks	20,118,023	17,918,753
Containers	1,443,963	1,352,548
Machinery and equipment	376,450	371,902
Leasehold improvements	212,552	212,552
Less accumulated depreciation	(20,115,399)	(18,524,804)
Property and Equipment, Net	<u>2,035,589</u>	<u>1,330,951</u>
Purchase of routes, net	339,361	1,136,944
Deposits	42,750	37,750
Loans receivable, related parties	410,519	415,019
Total Other Assets	<u>792,630</u>	<u>1,589,713</u>
	<u>\$ 8,194,291</u>	<u>\$ 9,939,609</u>

See notes to financial statements and
independent accountants' review report

Suburban Disposal Co., Inc.

**Statement of Assets, Liabilities and Stockholders' Equity
(Income Tax Basis)**

	<u>December 31,</u>	
	<u>2014</u>	<u>2013</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Notes payable	\$ 1,611,898	\$ 1,353,343
Accounts payable	410,713	356,741
Accrued expenses and taxes	65,083	3,327,146
Due to related parties	-	<u>12,652</u>
Total Current Liabilities	<u>2,087,694</u>	<u>5,049,882</u>
Notes payable	<u>2,390,833</u>	<u>2,083,548</u>
Total Liabilities	<u>4,478,527</u>	<u>7,133,430</u>
STOCKHOLDERS' EQUITY		
Capital stock, common, no par value		
100 shares authorized, issued and outstanding	1,000	1,000
Retained earnings	<u>3,714,764</u>	<u>2,805,179</u>
Total Stockholders' Equity	<u>3,715,764</u>	<u>2,806,179</u>
	<u>\$ 8,194,291</u>	<u>\$ 9,939,609</u>

See notes to financial statements and
independent accountants' review report

Suburban Disposal Co., Inc.

**Statement of Revenue, Expenses and Retained Earnings
(Income Tax Basis)**

	Year Ended December 31			
	2014	Percent	2013	Percent
SALES	\$ 36,825,526	100.00	\$ 37,288,257	100.00
DISPOSAL FEES	<u>10,862,531</u>	<u>29.50</u>	<u>9,595,082</u>	<u>25.73</u>
Gross Profit	<u>25,962,995</u>	<u>70.50</u>	<u>27,693,175</u>	<u>74.27</u>
EXPENSES				
Operating	21,130,664	57.38	20,153,439	54.05
General and administrative	<u>2,867,868</u>	<u>7.79</u>	<u>7,001,884</u>	<u>18.78</u>
Total Expenses	<u>23,998,532</u>	<u>65.18</u>	<u>27,155,323</u>	<u>72.84</u>
Income from Operations	<u>1,964,463</u>	<u>5.33</u>	<u>537,852</u>	<u>1.44</u>
OTHER INCOME (EXPENSE)				
Interest income	14,206	0.04	9,109	0.02
Interest expense	(129,442)	(0.35)	(165,503)	(0.44)
Fuel surcharge income	<u>43,800</u>	<u>0.12</u>	<u>39,467</u>	<u>0.11</u>
Litigation settlement costs	0	-	-	-
Loss of purchased route	<u>(665,000)</u>	<u>(1.81)</u>	-	-
Total Other Income (Expense)	<u>(736,436)</u>	<u>(2.00)</u>	<u>(116,927)</u>	<u>(0.31)</u>
Income Before Provision for Income Taxes	1,228,027	3.33	420,925	1.13
Provision for income taxes	<u>318,442</u>	<u>0.86</u>	<u>246,258</u>	<u>0.66</u>
Net Income	909,585	<u>2.47</u>	174,667	<u>0.47</u>
RETAINED EARNINGS				
Beginning of year	<u>2,805,179</u>		<u>2,630,512</u>	
End of year	<u>\$ 3,714,764</u>		<u>\$ 2,805,179</u>	

See notes to financial statements and
independent accountants' review report

Question #5

Municipality	Amount	Years	Type	Pop.	From	To	Site
Borough of Mountain Lakes	\$1,890,000.00						
Borough of Morris Plains	\$898,000.00						
Borough of Lincoln Park	\$1,480,000.00	5					
Borough of Madison	\$1,219,000.00	5					
Borough of Chatham	\$1,317,000.00	5					
Borough of Butler	\$2,030,000.00	2					
Borough of Kinnelon	\$1,286,000.00	5					
Borough of Little Ferry	\$842,000.00	3					
Borough of Ramsey	\$3,489,000.00	5					
Borough of Bogota	\$1,060,000.00	5					
Borough of Wood-Ridge	\$1,345,000.00	5					
Township of North Caldwell	\$1,710,000.00	5					
City of Paterson	\$9,895,000.00	5					
Borough of Prospect Park	\$8,500,000.00	5					
Borough of North Haledon	\$1,190,000.00	3					
City of Bayonne	\$910,000.00	5					
Borough of Point Pleasant	\$1,720,000.00	5					
Borough of Roselle Park	\$3,487,000.00	1					
Point Pleasant Borough	\$780,000.00	5					
Township of Fairfield	\$4,040,000.00	3					
Borough of Fairfield	\$3,497,000.00	5					
Borough of Ho-ho-Kus	\$1,826,000.00	5					
Borough of Oakland	\$2,195,000.00	5					
Borough of Woodland Park	\$2,091,000.00	5					
City of Garfield	\$3,198,000.00	3					
Township of Irvington	\$2,989,000.00	5					
Township of Belleville	\$1,532,000.00	5					
Borough of Allendale	\$5,655,000.00	1					
Borough of Ship Bottom	\$1,118,000.00	5					
Question #6	\$1,022,000.00	3					
		5					
Municipality							
Borough of Lincoln Park	Phone	Contact	Type	Pop.	From	To	Site
City of Orange	873-694-6100	Ellen Rose	Curb	12000	1/1/2004	12/31/2008	MCUA
Borough of East Orange	873-266-4030	Robert Corrado	Curb	34000	9/1/2001	8/31/2008	ARF
Borough of Mountain Lakes	873-384-5337	Don	Curb	77000	9/1/2001	8/31/2008	ARF
Borough of Little Ferry	201-841-9231	Gary Webb	Rear	6000	1/1/2003	12/31/2007	MCUA
Borough of Ramsey	201-825-3400	Barbara Maldonado	Curb	14000	1/1/2004	12/31/2008	BCUA
Borough of Prospect Park	873-958-8332	Nick Santos	Curb	6000	1/1/2003	12/31/2007	PCUA
Borough of Madison	201-662-6300	Borough Clerk	Curb	10000	1/1/2006	12/31/2008	BCUA
Borough of Butler	873-838-7200	James Lampmann	Curb	8000	1/1/2006	12/31/2008	BCUA

City of Bayonne	201-868-6029	Thomas Kaczynski	Curb ...	70000	6/1/2004	8/31/2008	HCUA
Borough of Roseland	(973) 403-8024		Curb ...	6500	4/1/2002	3/31/2008	ARF
Borough of Wood-Ridge	(201) 939-0202	Diane Thornley	Curb ...	8000	6/1/2002	4/30/2006	BCUA

6.5 STOCKHOLDER STATEMENT OF OWNERSHIP

STOCKHOLDER STATEMENT

(If bidder is a sole proprietorship check here () and do not complete this statement)

The UNDERSIGNED, as bidder, in accordance with P.L. 1977, Chapter 33, declares and submits this Statement of Ownership.

Bidder is a Corporation (X) Partnership () Joint Venture () LLC ()

Full Name of Individual (Stockholder/Partner)	Address of Individual (Stockholder/Partner)	Share (%) Owned
1. John Roselle	23 Clearfield Rd Succasunna, NJ	16.67
2. Chris Roselle	43 Cross Rd. Cedar Knolls, NJ	16.67
3. Louis Roselle	2 Sandy Point Dr. Lake Hopatcong, NJ	16.67
4. Kerry Roselle	16 Chestnut Way Flanders, NJ	16.67
5. Robert Roselle	4 Cambridge Ct. Randolph, NJ	16.66
6. Daniel Roselle	15 Midvale Ave. West Caldwell, NJ	16.66
7. _____	_____	_____

Number of minority (less than 10%) owners not listed

TOTAL

100%

- Notes: 1. Attach additional sheets in this format, if necessary.
2. If a corporation or partnership is shown as a greater than 10% owner, attach similar breakdown of ("its") individual owners.

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

Certification 26810

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 JUL 2015 - 15 JUL 2017.

SUBURBAN DISPOSAL, INC.
54 MONTESANO ROAD
FAIRFIELD

NJ 07694



Andrew P. Sidamon-Eiscott
State Treasurer

[Handwritten signature]

State of New Jersey

DEPARTMENT OF PUBLIC UTILITIES
BOARD OF
PUBLIC UTILITY COMMISSIONERS

NO. SW. 122

TRANSFER

CERTIFICATE

OF
PUBLIC CONVENIENCE AND NECESSITY

Being issued to:

NAME SUBURBAN DISPOSAL, INC.

ADDRESS ONE ADAM PLEASANT PARKWAY, LIVINGSTON, NEW JERSEY 07030

FOR AUTHORITY TO ENGAGE IN THE BUSINESS OF SOLID WASTE COLLECTION AS DEFINED IN
N.J.S.A. 48-13A-1 ET SEQ. AND N.J.S.A. 13-12-1 ET SEQ. IN AND ABOUT THE STATE OF NEW JERSEY
N.J.S.A. CERTIFICATE NO. 6759

BE TRANSFERRED HEREIN SHALL NOT EXCEED THAT PREVIOUSLY REQUESTED IN THE APPLICATION
IN DOCKET NO. 772-140 AND AUTHORIZED BY SW NO. 1292.
ON NOVEMBER 7, 1979 IN DOCKET NO. 794-320 AUTHORIZED THE TRANSFER OF ASSETS AND
THE ISSUANCE OF A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY SW NO. 1292 FROM
THE BOARD OF PUBLIC UTILITY COMMISSIONERS TO SUBURBAN DISPOSAL, INC. AND IS SUBJECT TO THE
ATTACHED RESOLUTION WHICH IS HEREAFTER BY REFERENCE.

IT IS MADE A CONDITION OF THIS CERTIFICATE THAT THE HOLDER SHALL
OPERATE IN COMPLIANCE WITH THE AUTHORITY HEREIN GRANTED UNDER
THE PROVISIONS OF N.J.S.A. 48-13A-1 ET SEQ. AND N.J.S.A. 13-12-1 ET SEQ.
AND FAILURE SO TO DO SHALL CONSTITUTE SUFFICIENT GROUNDS FOR
SUSPENSION, CHANGE OR REVOCATION, PURSUANT TO N.J.S.A. 48-1-1 ET SEQ.

Date of Issue November 7, 1979

BOARD OF PUBLIC UTILITY COMMISSIONERS

Donald A. Calabrese

Secretary



Christine Todd Whitman
Governor

State of New Jersey
Department of Environmental Protection
Bureau of Background Disclosure Review

CN-414
Trenton, NJ 08625-0414
Phone: (609) 530-8210
Fax: (609) 530-8899

Robert C. Shinn, Jr.
Commissioner

Mr. John Roselle
Suburban Disposal, Inc.
269 Sheppard Avenue
East Orange, NJ 07026

MAR 14 1995

RE: Solid Waste Transporter License
N.J.S.A. 13:1E-126 et seq.

Dear Mr. Roselle:

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 investigative report, the disclosure statement, your other application papers and the Department's enforcement history, the Department is issuing a solid waste transporter license to:

SUBURBAN 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 information concerning your company or its operation as required by the Department.

Questions regarding this solid waste transporters license or your Certificate of Public Convenience and Necessity should be directed to the Bureau of Background Disclosure Review at (609) 530-8210. Questions regarding vehicle registration should be directed to the Bureau of Registration at (609) 530-4004.

Sincerely,

Alan Kaczorowski
Alan Kaczorowski, Chief
Bureau of Background Disclosure Review

AKY/m

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME
SUBURBAN DISPOSAL, INC.

ADDRESS
54 MONTESANO ROAD
FAIRFIELD NJ 07004-2520

EFFECTIVE DATE
03/05/79

TRADE NAME

SEQUENCE NUMBER
0423727

ISSUANCE DATE
02/01/05

FORM-BRC(12-01)

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

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646

Director



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SUBURBAN DISPOSAL, INC.

Trade Name:

Address: 54 MONTESANO ROAD
FAIRFIELD, NJ 07004-3310

Certificate Number: 0446727

Effective Date: March 05, 1979

Date of Issuance: November 18, 2013

For Office Use Only:

20131118104441168



BUSINESS ENTITY ANNUAL STATEMENT
NEW JERSEY ELECTION LAW ENFORCEMENT COMMISSION
(609) 292-8700 or Toll Free Within NJ 1-888-313-ELEC (3532)

THIS FORM MUST BE ELECTRONICALLY FILED AT:
www.elec.state.nj.us

FORM BE

FOR STATE USE ONLY

This statement is required to be filed by a business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities.

Part 1: General Information

Date of Statement January 9, 2014

Activity for Calendar Year 2013

☐ Check if
Amendment

Part 2: Business Entity Information

Business Name Suburban Disposal, Inc.

Business Type Other Business Organization

Address 1 54 Montesano Rd

Address 2 _____

City Fairfield

State New Jersey

Zip 07004

*(Area Code) Telephone Number (973) 227 7020

ACKNOWLEDGEMENT

I have been authorized by the above named business entity to complete the annual statement.

First Name Chris

Last Name Roselle

Title/Position Sec

Date January 9, 2014

*(Area Code) Telephone Number (973) 227 7020

A business entity which has received \$50,000 or more in the aggregate during a calendar year through agreements or contracts with a public entity or public entities, but has made no contributions to candidates or committees, shall file the business entity annual disclosure statement with the Commission to report that no contributions were made during the calendar year.

☒ Check this box if the business entity has not made any reportable contributions during the calendar year.

*Leave this field blank if your telephone number is unlisted. Pursuant to N.J.S.A. 47:1A-1.1, an unlisted telephone number is not a public record and must not be provided on this form.

Suburban Disposal Inc.

Vehicle List

Truck #	Year	Chassis	Model	Type	Body	Yards	Plate	Years	VIN	Condition
101	2003	Mack	MR688S	RE	McNeilus	32	XE519J8	13	1M2K195C23M021941	Excellent
100	2003	Mack	MR688S	RE	McNeilus	32	X5439P	13	1M2K195C03M021940	Excellent
99	2002	Mack	MR690S	RE	McNeilus	32	XE520J	14	1M2K185C33M009405	Excellent
98	2003	Mack	MR690S	RE	McNeilus	32	XS174K	13	1M2K185CX3M009272	Excellent
97	2003	Mack	MR690S	RE	McNeilus	32	XCVR41	13	1M2K185C73M009262	Excellent
96	2002	Mack	MR690S	RE	McNeilus	32	XCVR40	14	1M2K185CX2M009190	Excellent
95	2002	Mack	MR690S	RE	McNeilus	32	XCVR39	14	1M2K185C02M009117	Excellent
94	2002	Mack	MR690S	RE	McNeilus	32	X1367M	14	1M2K185C92M009004	Excellent
93	2002	Mack	MR690S	RE	McNeilus	32	XCVR38	14	1M2K185C72M009003	Excellent
92	2001	Mack	MR690S	RE	McNeilus	32	XCVR37	15	1M2K185C91M008434	Excellent
91	2001	Mack	MR690S	RE	McNeilus	32	XK853C	15	1M2K185C81M008487	Excellent
90	2001	Mack	MR688S	RE	McNeilus	32	XCVR35	15	1M2K195C81M018460	Excellent
89	2001	Mack	MR690S	RE	McNeilus	32	XCVR34	15	1M2K185C51M008057	Excellent
88	2001	Mack	MR690S	RE	McNeilus	32	XCVR33	15	1M2K185C71M008058	Excellent
85	2004	Mack	MR688S	RE	McNeilus	32	XCVR29	12	1M2K195C04M025102	Excellent
76	2005	Mack	RUD13	RO	McNeilus	RO	XCVR25	11	1M2AG11CX5M017592	Excellent
73	2002	Mack	RD688S	RO	McNeilus	RO	XX669X	14	1M2P267C32M062611	Excellent
68	2009	Mack	MRU613	FE	EZ Pack	32	XP854T	7	1M2AV02C99M003803	Excellent
65	2002	Mack	MR690S	FE	McNeilus	32	X5172L	14	1M2K185C62M008991	Excellent

Suburban Disposal Inc.

Vehicle List

Truck #	Year	Chassis	Model	Type	Body	Yards	Plate	Years	VIN	Condition
129	2003	Mack	MR688S	RE	McNeilus	32	XL231Y	13	1M2K195CX3M021797	Excellent
128	2003	Mack	MR688S	RE	McNeilus	32	XL229Y	13	1M2K195C03M021503	Excellent
127	2007	Mack	MR688S	RE	McNeilus	32	XS298K	9	1M2K189C17M037994	Excellent
126	2005	Mack	MR688S	RE	McNeilus	32	XD627Y	11	1M2K189CX5M031348	Excellent
125	2006	Mack	MR688S	RE	McNeilus	32	XD629Y	10	1M2K189C76M030725	Excellent
124	2006	Mack	MR688S	RE	McNeilus	32	XD628Y	10	1M2K189C56M030724	Excellent
123	2005	Mack	MR688S	RE	McNeilus	32	XD626Y	11	1M2K189C15M028290	Excellent
122	2005	Mack	MR688S	RE	McNeilus	32	XD625Y	11	1M2K189C55M028289	Excellent
121	2005	Mack	MR688S	RE	McNeilus	32	XD697H	11	1M2K195C95M027612	Excellent
120	2005	Mack	MR688S	RE	McNeilus	32	XD696H	11	1M2K195C75M027611	Excellent
119	2005	Mack	MR688S	RE	McNeilus	32	XC663N	11	1M2K195C85M026662	Excellent
118	2005	Mack	MR688S	RE	McNeilus	32	XB856P	11	1M2K189CX4M024589	Excellent
117	2005	Mack	MR688S	RE	McNeilus	32	XB855P	11	1M2K189C84M024512	Excellent
116	2005	Mack	MR688S	RE	McNeilus	32	XS175K	11	1M2K189C54M024516	Excellent
115	2004	Mack	MR688S	RE	McNeilus	32	XX654X	12	1M2K189C04M023998	Excellent
114	2004	Mack	MR688S	RE	McNeilus	32	AN821C	12	1M2K195C94M025101	Excellent
113	2004	Mack	MR688S	RE	McNeilus	32	XB397S	12	1M2K195C84M023825	Excellent
112	2001	Mack	MR688S	RE	McNeilus	32	XX700X	15	1M2K195C31M018236	Excellent
111	2004	Mack	MR688S	RE	McNeilus	32	X3640V	12	1M2K189C84M024090	Excellent
110	2004	Mack	MR688S	RE	McNeilus	32	X3647V	12	1M2K189C44M024006	Excellent
109	2004	Mack	MR688S	RE	McNeilus	32	X3641V	12	1M2K189C14M023993	Excellent
108	2004	Mack	MR688S	RE	McNeilus	32	X3648V	12	1M2K189C54M023818	Excellent
107	2004	Mack	MR688S	RE	McNeilus	32	XB175A	12	1M2K195C44M023823	Excellent
106	2004	Mack	MR688S	RE	McNeilus	32	XB174A	12	1M2K195C04M023446	Excellent
105	2003	Mack	MR688S	RE	McNeilus	32	XR664P	13	1M2K195CX3M022481	Excellent
104	2003	Mack	MR688S	RE	McNeilus	32	XR663P	13	1M2K195CX3M022500	Excellent
103	2003	Mack	MR688S	RE	McNeilus	32	XE518J	13	1M2K195C63M021943	Excellent
102	2003	Mack	MR688S	RE	McNeilus	32	AN820C	13	1M2K195C43M021942	Excellent

Suburban Disposal Inc.

Vehicle List

Truck #	Year	Chassis	Model	Type	Body	Yards	Plate	Years	VIN	Condition
156	2014	AutoCar	ACX64	RE	McNeilus	29	XCVR58	2	5VCACLLE8EH216842	Excellent
155	2014	AutoCar	ACX64	RE	McNeilus	29	XCVR57	2	5VCACLLE6EH216841	Excellent
154	2014	AutoCar	ACX64	RE	McNeilus	29	XBK27	2	5VCACLLE4EH216840	Excellent
153	2013	AutoCar	ACX64	RE	McNeilus	29	XAAX64	3	5VCACLLE6DH215140	Excellent
152	2013	AutoCar	ACX64	RE	McNeilus	29	XAAX63	3	5VCACLLEXDH215139	Excellent
151	2013	AutoCar	ACX64	RE	McNeilus	29	XAAX62	3	5VCACLLE8DH215138	Excellent
150	2013	AutoCar	ACX	RE	McNeilus	32	AP175E	3	5VCACLLE9DH214824	Excellent
149	2013	AutoCar	ACX	RE	McNeilus	32	AP174E	3	5VCACLLE7DH214823	Excellent
148	2012	AutoCar	ACX	RE	McNeilus	32	XY331D	4	5VCACLLE0DH214825	Excellent
147	2012	AutoCar	ACX	RE	McNeilus	32	XX198Z	4	5VCACLLE5CH213653	Excellent
146	2012	AutoCar	ACX	RE	McNeilus	32	XX199Z	4	5VCACLLE3CH213652	Excellent
145	2012	AutoCar	ACX	RE	McNeilus	32	XX200Z	4	5VCACLLE1CH213651	Excellent
144	2011	AutoCar	ACX	RE	McNeilus	32	XY178B	5	5VCACLLE3CH213358	Excellent
143	2011	AutoCar	ACX	RE	McNeilus	32	XU447Z	5	1M2K189C86M029843	Excellent
142	2011	AutoCar	ACX	RE	McNeilus	32	XU448Z	5	1M2K189C85M029842	Excellent
141	2011	AutoCar	ACX	RE	McNeilus	32	XV528J	5	5VCACLLE1BH212319	Excellent
140	2010	AutoCar	ACX	RE	McNeilus	32	XT151T	6	5VCACLKF8AH210429	Excellent
139	2010	AutoCar	ACX	RE	McNeilus	32	AN825C	6	5VCACLKF6AH210428	Excellent
138	2008	Mack	MRU613	RE	McNeilus	32	XR262N	8	1M2AV02CX8M001010	Excellent
137	2008	Mack	MRU613	RE	McNeilus	32	XP380K	8	1M2AV02C88M001006	Excellent
136	2009	Mack	MRU613	RE	McNeilus	32	XN894R	7	1M2AV02C49M003841	Excellent
135	2009	Mack	MRU613	RE	McNeilus	32	AN824C	7	1M2AV02C49M003840	Excellent
134	2009	Mack	MRU613	RE	McNeilus	32	AN823C	7	1M2AV02C49M003839	Excellent
133	2009	Mack	MRU613	RE	McNeilus	32	AN822C	7	1M2AV02C49M003838	Excellent
132	2009	Mack	MRU613	RE	McNeilus	17	XN890R	7	1M2AV02C49M003837	Excellent
131	2007	Mack	MR688S	RE	McNeilus	32	XN242J	9	1M2K195C17M037980	Excellent
130	2003	Mack	MR688S	RE	McNeilus	32	XL230Y	13	1M2K195C43M021794	Excellent

Suburban Disposal Inc.
Vehicle List

Truck #	Year	Chassis	Model	Type	Body	Yards	Plate	Years	VIN	Condition
197	2006	Mack	MR	RE	McNeilus	32	XDNU99	10	1M2K189C16M031031	Excellent
196	2003	Mack	AUT	RE	McNeilus	29	XDNU27	13	1M2K195C53M022209	Excellent
195	2005	Mack	AUT	RE	McNeilus	29	XDNU26	11	1M2K195C35M026097	Excellent
194	2015	AutoCar	AUT	RE	McNeilus	29	XCKM66	1	5VCACLSF7FH219890	Excellent
193	2015	AutoCar	AUT	RE	McNeilus	29	XCKM63	1	5VCACLSF0FH219889	Excellent
192	2015	AutoCar	AUT	RE	McNeilus	29	XCKM64	1	5VCACLSF9FH219888	Excellent
191	2015	AutoCar	AUT	RE	McNeilus	29	XCKM65	1	5VCACLSF7FH219887	Excellent
190	2015	AutoCar	ACX64	RE	McNeilus	32	XDAB23	1	5VCACLSF7FH219419	Excellent
189	2015	AutoCar	ACX64	RE	McNeilus	32	XDAB21	1	5VCACLSF3FH219417	Excellent
188	2015	AutoCar	AUT	RE	McNeilus	29	XCTW48	1	5VCACLSF5FH219886	Excellent
187	2015	AutoCar	AUT	RE	McNeilus	29	XCTW47	1	5VCACLSF3FH219885	Excellent
186	2015	AutoCar	MR	RE	McNeilus	32	XCTW46	1	5VCACLSF1FH219884	Excellent
185	2015	AutoCar	AUT	RE	McNeilus	29	XCTW45	1	5VCACLSFXFH219883	Excellent
184	2008	Mack	MAC	RE	McNeilus	32	XCAG43	8	1M2AV02C18M002868	Excellent
183	2007	Mack	MAC	RE	McNeilus	32	XCAG21	9	1M2K189C27M034750	Excellent
182	2006	Mack	MAC	RE	McNeilus	32	XCAG19	10	1M2K189C36M031029	Excellent
181	2015	AutoCar	AUT	RE	McNeilus	29	XBUD65	1	5VCACLSF3FH219112	Excellent
180	2015	AutoCar	AUT	RE	McNeilus	29	XBUD66	1	5VCACLSFIFH219111	Excellent
174	2013	PeterBuilt	PET	RO	McNeilus	RO	XS536N	3	1NPSL20X3DD185967	Excellent
173	2012	PeterBuilt	PET	RO	McNeilus	RO	XV995W	4	1NPSL20X8CD163560	Excellent
172	2010	Mack	GRANITE	RO	American	RO	AN826C	6	1M2AX04C5AM008010	Excellent
162	2003	Mack	MR	FE	McNeilus	32	XCAG58	13	1M2K195C63M022283	Excellent
161	2013	AutoCar	ACX	FE	EZ Pack	40	XCVR59	3	5VCACLLE3DH215158	Excellent
160	2011	AutoCar	ACX	FE	EZ Pack	40	XV529J	5	5VCACLLEXBH212318	Excellent
159	2015	AutoCar	MR	RE	McNeilus	29	AS700H	1	5VCACLSF6FH218858	Excellent
158	2015	AutoCar	MR	RE	McNeilus	29	XBUC92	1	5VCACLSF0FH218693	Excellent
157	2001	Mack	MR	RE	McNeilus	32	XCAD58	15	1M2K195C21M018538	Excellent



State of New Jersey

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

Department of Environmental Protection
Bureau of Mobile Sources
Mandatory Diesel Retrofit Program
Mail Code 401-02E
Post Office Box 420
Trenton, New Jersey 08625-0420
Tel: (609) 292-7953, Fax: (609) 633-8236
www.StopTheSoot.org

BOB MARTIN
Commissioner

July 17, 2013

Kerry Roselle
Roselle Disposal
54 Montesano Rd
Fairfield, NJ 07004

Re: Annual Submittal/Cost Estimate

MDRP Activity Number BRT130001

Program Interest Number 469968

Submittal Received 06/24/2013

ANNUAL SUBMITTAL/COST ESTIMATE APPROVAL

Dear Kerry Roselle:

The New Jersey Department of Environmental Protection, Mandatory Diesel Retrofit Program (MDRP) has received your annual submittal/cost estimate for installing Best Available Retrofit Technology (BART) on your fleet. The annual submittal/cost estimate for installing BART on your fleet is approved.

Non-Regulated Vehicles Approved

Vehicles 175 and 176 are approved as Non-regulated vehicles. These vehicles are Solid Waste Collection Vehicles not used in a public contract. Per N.J.A.C. 7:27-32.1 the definition of "Regulated solid waste vehicle" means any diesel solid waste vehicle registered in the State, that is owned by the State, or any political subdivision thereof, or a county or municipality or any political subdivision thereof, or that is owned by a person providing solid waste services with the vehicle pursuant to a contract with the State or any political subdivision thereof, or a county or municipality or any political subdivision thereof.

Pursuant to N.J.A.C. 7:27-32.20 compliance forms must be signed by the vehicle owner. A copy of the "non-regulated vehicle" compliance form is not required to be sent to the Department. Download and print the compliance forms for each of the approved vehicles from the NJDEP Online web portal (www.njdeponline.com). Originals shall remain on

Fwd: PI 469968 SUBurban/Roselle Annual approval for Mandatory Diesel Retrofit Program

From: Danny Roselle <droselle@suburbandisposalinc.com>
To: John <jroselle@suburbandisposalinc.com>
Priority: Normal
Date: 07-20-2015 12:25 PM

Begin forwarded message:

From: Eric Roselle <eroselle@gmail.com>
Date: July 20, 2015 at 12:21:11 PM EDT
To: droselle@suburbandisposalinc.com, croselle@suburbandisposalinc.com
Subject: Fwd: PI 469968 SUBurban/Roselle Annual approval for Mandatory Diesel Retrofit Program

----- Forwarded message -----
From: Opperman, Jana <jana.Opperman@dep.nj.gov>
Date: Mon, Jul 20, 2015 at 12:02 PM
Subject: PI 469968 SUBurban/Roselle Annual approval for Mandatory Diesel Retrofit Program
To: "kmroselle@optonline.net" <kmroselle@optonline.net>, "eroselle@gmail.com" <eroselle@gmail.com>

Re: Annual Submittal/Cost Estimate

MDRP Activity Number BRT150001

Program Interest Number 469968

Submittal Received 07/20/2015

ANNUAL SUBMITTAL/COST ESTIMATE APPROVAL

Dear Kerry Roselle:

The New Jersey Department of Environmental Protection, Diesel Risk Reduction Program (DRRP) has received your annual submittal/cost estimate for installing Best Available Retrofit Technology (BART) on your fleet. The annual submittal/cost estimate for installing BART on your fleet is approved.

The anniversary date for your application is July 20, 2016. Pursuant to N.J.A.C. 7:27-32.19 you are required to submit annual supplements and/or modifications on this calendar date of every year.

Sincerely,

Jana Opperman

PS The funding for this (and other programs) has been diverted a little earlier than expected after the vote in November, but the vehicles the Mandatory Retrofit Program was intended for has pretty much run its course and retrofitted all it can. Newer vehicles with tailpipe filters already on are already coming into the fleets as you know so our Program is fading into the sunset. There will probably only be a few more years required to submit your fleet inventory. Thank you for making sure your fleet is in compliance.

Jana Opperman

Mandatory Diesel Retrofit Program

QUESTIONNAIRE

This questionnaire must be filled out and submitted as part of the Bid Proposal for Solid Waste Collection and Removal Services. 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?
37 Years

2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.
Louis T. Roselle Inc.
Eastern Recycling Inc.
Six Brothers Associates LLC
Six Brothers Enterprises LLC
Priority Compactor Repair LLC

3. Has the bidder failed to perform any contract awarded to it by the Borough, Town or City under its current or any past name in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
No

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 Contracting Unit in the past five years? If the answer is "Yes", state when, where and why. A complete explanation is required.
No

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

6. List the government Solid Waste Collection and Removal Services contract that the bidder has completed within the last five years. Give detailed answers to questions below relating to this subject.
Please see attached.

(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 solid waste;

(f) Name and telephone number of Contract Administrator or some other official in charge of collection and disposal.

7. State all equipment owned by and/or available to the bidder for use in collection of the waste described in the work

specifications. Include the make of each vehicle, the year of manufacture, the capacity, years of service, present condition and the type and size of the truck bodies. Please see attached.

8. Where can this equipment described above be inspected?
54 Montesano Rd., Fairfield, NJ
9. Identify all equipment that is not presently owned or leased by the bidder that will be necessary to perform the services in accordance with the work specifications.
All equipment owned.
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. All equipment owned.
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. All equipment owned.
12. List the name and address of three credit or bank references.
1. TD Bank, 280 Passaic Ave, Fairfield, NJ 07004
 2. Cambria Mack, US Hwy 1 & Plainfield Ave, Edison, NJ 08817
 3. Financial Federal 1715 Aaron Brenner Drive, Suite 100 Memphis, TN 38120 | 901.756.2848
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 bidders 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. Please see attached.
14. Additional remarks.

Municipality						
	Population	Term	How Collected	Disposal Site Location	Name	Phone Number
Borough of Allendale	6,704	4/10 - 03/13	Curb	Totowa, NJ	Anne Dodd	(201) 818-4400
Borough of Butler	7,618	1/10 - 12/12	Curb	Parsippany, NJ	Mary O'Keefe	973-838-7200
Borough of Ho-Ho-Kus	4,124	1/10 - 12/14	Curb	Totowa, NJ	Laura Borchers	(201) 652-4400
Borough of Hoptacong	14,806	6/09 - 05/14	Curb	Lafayette Township, NJ	Catherine Schultz	973-770-1200
Borough of Kinnelon	10,400	1/10 - 12/13	Curb	Parsippany, NJ	Karen Iuele	(973) 838-5401
Borough of Lincoln Park	10,470	9/09 - 08/14	Curb	Parsippany, NJ	Cynthia L. Sloane	973-694-6100
Borough of Madison	16,274	1/10 - 12/14	Curb	Parsippany, NJ	Elizabeth Osborne	973-593-3042
Borough of Morris Plains	5,739	1/10 - 12/14	Curb	Parsippany, NJ	June R. Uhrin	(973) 538-2224.
Borough of Mountain Lakes	4,269	1/08 - 12/13	Rear Yard	Parsippany, NJ	Cara Fox	973-334-3131
Borough of North Caldwell	6,557	2/08 - 01/13	Rear Yard	Newark, NJ	Joseph Alessi	973-228-6410
Borough of North Haledon	8,485	3/10 - 02/14	Curb	Totowa, NJ	Renate Elatab	(973) 427-7793
Borough of Oakland	12,959	5/09 - 04/12	Curb	Lyndhurst, NJ	Richard Kunze	201.337.8111
Borough of Point Pleasant	18,392	1/08 - 12/12	Curb	Manchester Township, NJ	Frank Pannucci Jr	732-892-3434
Borough of Prospect Park	5,913	1/11 - 12/15	Curb	Paterson, NJ	Danielle Ireland	973-790-7902
Borough of Ramsey	14,706	3/13 - 2/15	Curb	Paterson, NJ	Bruce Vozeh	201-825-3400
Borough of Roselle	21,449	1/08 - 12/13	Rear Yard	Rahway, NJ	Lydia Agbejimi	908-245-6222-
Borough of Roselle Park	13,525	9/11 - 08/14	Curb	Rahway, NJ	Doreen Cai	908-245-6222-
Borough of Ship Bottom	3,198	7/12 - 06/13	Rear Yard	Totowa, NJ	Marie Elena Macari	(201) 327-2609.
Borough of Wood-Ridge	1,159	5/08 - 04/13	Curb	Manchester Township, NJ	Kathleen Wells	(609) 494-2171
Borough of Woodland Park	8,406	7/06 - 08/11	Curb	Totowa, NJ	Gina Affuso	(201) 939-0202
City of Bayonne	11,595	1/10 - 12/14	Curb	Paterson, NJ	Kevin V. Galland	973-345-8100
City of Paterson	65,028	4/13 - 10/14	Curb	Newark, NJ	Gary S. Chmielewski	(201) 858-6029
Paterson Board of Education	145,948	7/09 - 06/12	Curb	Paterson, NJ	Jane Williams-Warren	(973) 321-1370
Township of Belleville	24,365	7/09 - 06/13	Curb	Garfield, NJ	Neville Williams	(973) 321-1000
Township of Eagleswood	35,928	5/10 - 04/13	Curb	Newark, NJ	Kelly Cavanagh	973-450-3322
Township of Fairfield	1,441	9/09 - 08/14	Curb	Manchester Township, NJ	Lisa H. Hand	(609) 296-3040
Township of Irvington	7,063	2/08 - 01/12	Curb	Newark, NJ	Denise Cafone	973-882-2700
Township of Mahwah	53,926	5/11 - 04/16	Curb	Newark, NJ	Musa A. Malik	973-399-8111
Township of Montville	25,890	3/11 - 02/14	Curb	West Nyack, NY	Carolyn George	201-529-5757
Township of West Orange	20,839	1/13 - 12/14	Curb	Parsippany, NJ	Trudy Atkinson	(973) 331-3300
	44,943	9/08 - 08/13	Curb	Newark, NJ	Karen J. Carnevale	(973) 325-4050

Municipality	Phone Number	Amount	Number of Years
Borough of Allendale	(201) 818-4400	\$1,020,000.00	5
Borough of Allentown	609-259-3151	\$38,811.00	1.5
Borough of Bay Head	732-892-0574	\$541,500.00	5
Borough of Bogota	(201) 342-1736	\$322,500.00	1.25
Borough of Butler	973-838-7200	\$1,389,000.00	3
Borough of Carteret	732-541-3820	\$2,455,000.00	5
Borough of Chatham	973-635-0674	\$179,000.00	1
Borough of Dumont	201-387-5022	\$4,217,000.00	5
Borough of Glen Ridge	973-748-8400	\$2,117,000.00	5
Borough of Ho-Ho-Kus	(201) 652-4400	\$3,336,000.00	5
Borough of Hoptacong	973-770-1200	\$6,070,000.00	5
Borough of Island Heights	(732) 270-6415	\$410,000.00	5
Borough of Kinnelon	(973) 838-5401	\$387,000.00	1
Borough of Lincoln Park	973-694-6100	\$1,595,000.00	5
Borough of Madison	973-593-3042	\$1,855,000.00	5
Borough of Morris Plains	(973) 538-2224	\$1,260,000.00	5
Borough of Mountain Lakes	973-334-3131	\$1,430,000.00	5
Borough of New Providence	908-665-1400	\$1,900,980.00	5
Borough of North Caldwell	973-228-6410	\$1,638,000.00	5
Borough of North Haledon	(973) 427-7793	\$1,665,000.00	5
Borough of Oakland	201.337.8111	\$267,833.00	5
Borough of Palisades Park	201.585.4100	\$4,908,000.00	5
Borough of Point Pleasant	732-892-3434	\$2,466,000.00	5
Borough of Prospect Park	973-790-7902	\$1,884,000.00	5
Borough of Ramsey	201-825-3400	\$2,933,370.00	5
Borough of Roselle Park	908-245-6222	\$372,738.00	3
Borough of Roselle Park	908-245-6222	\$46,000.00	1
Borough of Roselle Park	908-245-6222	\$436,500.00	3
Borough of Roselle Park	908-245-6222	\$1,495,000.00	5
Borough of Rumson	(732) 842-3300	\$1,570,000.00	5
Borough of Saddle River	(201) 327-2609	\$897,000.00	3
Borough of Ship Bottom	(609) 494-2171	\$900,000.00	5
Borough of Wood-Ridge	(201) 939-0202	\$1,682,000.00	5
Borough of Woodland Park	973-345-8100	\$3,856,626.00	5
City of Bayonne	(201) 858-6029	\$2,940,000.00	3
City of Bayonne	(201) 858-6029	\$4,440,000.00	3
City of Clifton	(973) 470-5824	\$10,910,000.00	3
City of East Orange	(973) 266-5110	\$7,947,500.00	5
City of Paterson	(973) 321-1370	\$8,126,413.00	3
Middletown Township	732-615-2010	\$732,744.00	1.5
Middletown Township	732-615-2011	\$56,700.00	1.5
Paterson Board of Education	(973) 321-1000	\$1,040,000.00	5
Township of Aberdeen	(732) 583-4200	\$1,174,992.00	2
Township of Belleville	973-450-3322	\$2,948,000.00	3
Township of Eagleswood	(609) 296-3040	\$387,000.00	5
Township of Fairfield	973-882-2700	\$1,723,000.00	5

Township of Irvington	973-399-8111	\$6,420,000.00	5
Township of Mahwah	201-529-5757	\$2,382,000.00	3
Township of Manalapan	(732) 446-3200	\$290,000.00	2mo
Township of Montville	(973) 331-3300	\$5,388,000.00	5
Township of West Orange	(973) 325-4050	\$8,904,250.00	5

2010 ANNUAL REPORT

Notes:

1. List security holders having more than 5% voting powers in Respondent, security holders that are corporate directors, security holders that would have more than 5% voting powers if their securities were converted or if their warrants were exercised. 2. Arrange names of security holders in order of voting power commencing with the highest. 3. Indicate officers and directors with an asterisk. 4. Report the particulars called for concerning each issue and series of common stock, preferred stock, convertible bond and warrant. 5. Amount shown in column (g) with respect to non-par stock without value should be the cash value per share of the consideration received. 6. Indicate the method used to calculate the conversion value of convertible bonds and warrants.

Name of Security Holder (a)	Address of Security Holder	No. of	No. of
-----------------------------	----------------------------	--------	--------

人



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Global Underwriters Agency, Inc. 20 Highland Avenue Metuchen NJ 08840	CONTACT NAME: Lynn Perruso PHONE (A/C No. Ext): (732) 632-2790 E-MAIL ADDRESS: lperruso@globalindemins.com FAX (A/C No): (732) 632-2779
INSURED Suburban Disposal & Eastern Recycling Inc. 54 Montesano Road Fairfield NJ 07004-3310	INSURER(S) AFFORDING COVERAGE INSURER A: Admiral Ins. Co. INSURER B: Indemnity Insurance Co. Of No INSURER C: James River Insurance Company INSURER D: NJ Manufacturers Group INSURER E: Lloyds of London INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 16-17 standard **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		FEIEIL1433202	4/7/2016	4/7/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		H08789198003	4/7/2016	4/7/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$		000710220	4/7/2016	4/7/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	W255315-16	4/7/2016	4/7/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	AUTO PHYSICAL DAMAGE		GTA150009	4/7/2016	4/7/2017	PPS& LIGHTS 1,000 HEAVY'S 3,000
F	EXCESS LIABILITY		77HX163AF	4/7/2016	4/7/2017	5,000,00 XSOF 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lynn Perruso/CSR49

© 1988-2014 ACORD CORPORATION. All rights reserved

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
Suburban Disposal

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Exempt payee
☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
54 Montesano Rd
City, state, and ZIP code
Fairfield, NJ 07004

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

2	2	-	2	2	5	3	9	8	7
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ **Randi Kessel**

Date ▶ **12/01/2014**

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Certificate Number
674486

Registration Date: 02/08/2016
Expiration Date: 02/07/2018



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 Roselle, President
Daniel Roselle, Owner
Kerry Roselle, Owner

Responsible Representative(s):

Christopher Roselle, Secretary
Robert Roselle, Owner
Louis Rosell, Owner

Suburban Disposal
2016

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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

Bond #41344990

EXHIBIT X

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT:

CONTRACTOR NAME: Suburban Disposal Inc.

ADDRESS: 54 Montesano Road
Fairfield, NJ 07004

Hereinafter known as the "Contractor"; and

SURETY NAME: Platte River Insurance Company

ADDRESS: 115 Glastobury Blvd.
Glastonbury, CT 06033

Hereinafter known as the "Surety",

AND HELD AND FIRMLY BOUND UNTO

Township of Belleville
152 Washington Avenue
Belleville, NJ 07109

As obligee, hereinafter known as the "Owner",

in the amount of 10% amount bid NTE \$20,000.00 (\$),
lawful money of the United States of America for the payment whereof Contractor and Surety bond
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Contractor has submitted or is about to submit a bid to the Owner regarding the
performance of Work described in a specification entitled:

Scavenger/Refuse and Recycling Services

And dated 5/6/16,

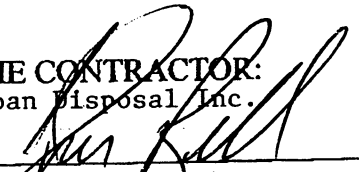
which bid specification is made a part hereof by reference, with the same effect as if set forth herein in full;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Contractor shall be awarded the contract, said Contractor will, within the time required, enter into a formal contract and give good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation will be void, otherwise the Contractor and Surety will pay to the Owner the difference in money between the amount of the bid of the Contractor and the amount for which the Owner legally contracts with another party to perform the work if the latter amount is in excess of the former, and in no event shall liability hereunder exceed the penal sum hereof.

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

Signed and sealed this 6th day of May, A.D. 20016

FOR THE CONTRACTOR:
Suburban Disposal, Inc.

Signature 

ATTEST:

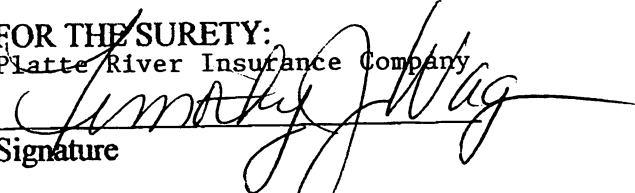
By: (NAME) John Roselle

(TITLE) President
(AFFIX CORPORATE SEAL)

ATTEST:


Lisa Diana

FOR THE SURETY:
Platte River Insurance Company

Signature 

By: (NAME) Timothy J. Wagner

(TITLE) Attorney-In-Fact
(AFFIX CORPORATE SEAL)

(NOTE: This form of Bid Bond contains the only language, which the Owner finds acceptable. Submission in an alternate form may result in the rejection of your bid for failure to comply with the requirements of the Owner.)

CONSENT OF SURETY

It is hereby agreed by:

CONTRACTOR NAME: Suburban Disposal Inc.

ADDRESS: 54 Montesano Road, Fairfield, NJ 07004

hereinafter known as the "Contractor"; and

SURETY NAME: Piatte River Insurance Company

ADDRESS: 115 Glastonbury Blvd., Glastonbury, CT 06033

A surety company qualified and authorized to do business in the State of New Jersey and hereinafter known as the "Surety", that:

If the Contractor's bid is accepted, the Surety shall indemnify the Township of Belleville (the "Owner") against any loss due to failure of Contractor to execute the contract so awarded by providing to Contractor a bond in such form as shall comply with the requirements of the statutes of the State of New Jersey in respect to Bonds of Contractors of Public Works (N.J.S.A.2A:44-143 TO 2A:44-147) and amendments thereof and supplemental thereto, and second that upon the awarding of said contract to the Contractor, the Surety shall become Surety for the full and faithful performance of all provisions of the specification, for all matters which may be contained in the notice to Bidder relating to the performance of the contract or agreement and for the protection of all persons performing labor, or furnishing labor or materials therefore as required by law.

If the Contractor refuses to execute such bond for the faithful performance of the contract the Surety shall pay to the Authority the difference between the amount specified in said bid and the amount for which the Authority may contract with another party to perform the work covered by said bid, if the latter amount exceeds the former to a maximum of \$20,000.00 or the penal sum contained in the Bid Bond, whichever is less; as set forth in N.J.S.A.40A:11-21.

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

Signed and sealed this 6th day of May, 2016 A.D.

FOR THE CONTRACTOR:
Suburban Disposal, Inc.

Signature

ATTEST:



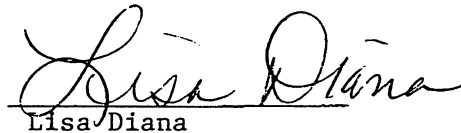
By: (NAME) John Powell

(TITLE) President
(AFFIX CORPORATE SEAL)

FOR THE SURETY:
Platte River Insurance Company

Signature

ATTEST:


Lisa Diana

By: (NAME) Timothy J. Wagner

(TITLE) Attorney-In-Fact
(AFFIX CORPORATE SEAL)

(NOTE: This Consent of Surety form contains the only language, which the Owner finds acceptable. Submission in an alternate form may result in the rejection of your bid for failure to comply with the requirements of the Owner.)

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 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, 2014:

Surety Company
Platte River Insurance Company

Capital and Surplus
\$41,539,723

which amounts have been certified as indicated by the certified public accountants, KPMG, 303 East Wacker Dr., Chicago, IL 60601, and are included in the Annual Statements on file with the New Jersey Department of Insurance, 20 West State Street, CN-325, Trenton, NJ 08625-0325.

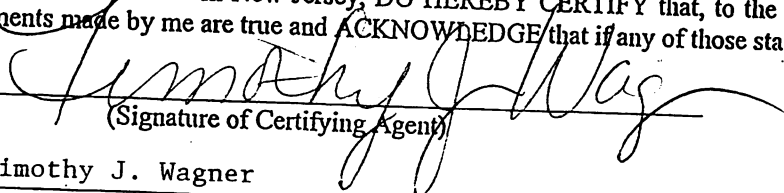
3. Platte River Insurance Company has a current rating from A.M. Best Company of A (Excellent).
4. Platte River Insurance Company has received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, the underwriting limitation per bond established therein on July 1, 2014 is \$4,130,000.
5. The amount of the bond to which this statement and certification is attached is

\$ 10% amount bid NTE \$20,000.00

Certificate

I Timothy J. Wagner as Attorney-In-Fact for Capitol Indemnity Corporation
(Name of Agent)

a corporation admitted in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and ACKNOWLEDGE that if any of those statements are false, this bond is VOID.


(Signature of Certifying Agent)

Timothy J. Wagner
(Printed Name of Certifying Agent)

Attorney-In-Fact
(Title of Certifying Agent)

5/6/16

(Date)

**PLATTE RIVER INSURANCE COMPANY
POWER OF ATTORNEY**

41344990

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

TIMOTHY J WAGNER; TED A MCLLOUD

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

-----ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOTTO EXCEED: \$20,000,000-----

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

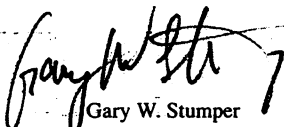
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory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

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

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

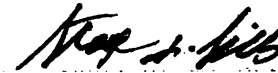
IN WITNESS WHEREOF, the **PLATTE RIVER INSURANCE COMPANY** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:


Gary W. Stumper
President
Surety & Fidelity Operations

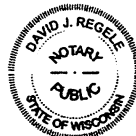


PLATTE RIVER INSURANCE COMPANY


Stephen J. Stills
CEO & President

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Stills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of **PLATTE RIVER INSURANCE COMPANY**, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



CERTIFICATE

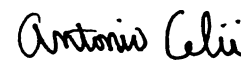

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN } S.S.:
COUNTY OF DANE

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

Signed and sealed at the City of Middleton, State of Wisconsin this 6th day of May, 2016




Antonio Celii
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL, 800-475-4450. PR-POA (Rev. 07-2015)



State of New Jersey
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 15, 2015

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 FIRST DAY OF MAY, 2016, 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 - BOILER 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



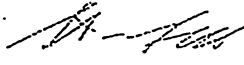
KENNETH E. KOBYSLOWSKI

COMMISSIONER

PLATTE RIVER INSURANCE COMPANY
BALANCE SHEET
December 31, 2014

Cash and invested assets:		
Bonds		
Common stocks		\$85,068,858
Cash, cash equivalents and short-term investments		23,496,342
Receivables for securities		8,673,559
Total cash and invested assets		<u>192,000</u>
		117,430,759
Investment income due and accrued		476,387
Uncollected premiums and agents' balances in course of collection		1,309,435
Deferred premiums, agents' balances and installments booked but deferred and not yet due		2,752,637
Amounts recoverable from reinsurers		9,771
Current federal and foreign income tax recoverable and interest thereon		33,052
Net deferred tax asset		945,328
Receivables from parent, subsidiaries and affiliates		1,573,023
Other admitted assets		10,760
Total admitted assets		<u>\$124,541,152</u>
Liabilities and Surplus as Regards Policyholders		
Liabilities:		
Losses		
Reinsurance payable on paid losses and loss adjustment expenses		\$23,579,128
Loss adjustment expenses		3,826,932
Commissions payable, contingent commissions and other similar charges		4,110,943
Other expenses (excluding taxes, licenses and fees)		801,963
Taxes, licenses and fees (excluding federal and foreign income taxes)		166,769
Unearned premiums		246,891
Ceded reinsurance premiums payable (net of ceding commissions)		14,251,245
Amounts withheld or retained by company for account of others		2,963,064
Other liabilities		32,541,514
Total liabilities		<u>512,980</u>
		83,001,429
Surplus as regards policyholders:		
Common capital stock		
Gross paid in and contributed surplus		4,800,000
Unassigned funds (surplus)		30,739,907
Surplus as regards policyholders		5,999,816
Total liabilities and capital and surplus		<u>41,539,723</u>
		<u>\$124,541,152</u>

I, Stephen J. Sills, 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, 2014, 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.


 Stephen J. Sills
 CEO & President

