

P U B L I C H E A R I N G

before

SPECIAL LEGISLATIVE COMMISSION TO INVESTIGATE
CERTAIN PROBLEMS RELATING TO SOLID WASTE
DISPOSAL, constituted under SCR 24 of 1969.

Held:
April 30, 1969
Assembly Chamber
State House
Trenton, New Jersey

Members of Commission present:

Senator Milton A. Waldor [Chairman]

Senator J. Edward Crabel

Senator William V. Musto

Assemblyman Everett B. Vreeland

Assemblyman Ronald Owens

Assemblyman Frank J. Dodd

Also present:

Hon. Walter D. Van Riper, Counsel for
the Municipal Contractors Association

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SENATOR MILTON A. WALDOR (Chairman): Ladies and gentlemen and members of the Legislative Commission, I hereby call this hearing to order to investigate solid waste disposal under Senate Concurrent Resolution No. 24.

Let the record show that Senator Musto and your Chairman, Senator Waldor, are present.

At the request of Counsel for the Municipal Contractors Association, the Chair has agreed to ask the members of the Commission who are present and any other interested parties to view a film that has been made and, I understand, will run approximately ten or twelve minutes. So we will, therefore, recess this hearing for the next 15 minutes to Room 24 which, as I understand, is directly across the hall, at which time we will return here to commence with the testimony of those witnesses who are here to testify today.

I declare this session recessed to room 24 for the purpose of viewing a film.

(Recess)

(After recess)

SENATOR WALDOR: Let the record show that we have reconvened the public hearing in the Assembly Chamber after having viewed a film which ran approximately 15 minutes.

I would like to state that this Commission will sit today no later than 4 o'clock. We will break at approximately 1 o'clock or as close thereto as possible for the purpose of lunch, and we will attempt to hear all

of the testimony that will be offered today from those witnesses who have been listed or who have been invited to testify.

I would like to call at this time Mr. Richard Chumney of the State Department of Agriculture. Mr. Chumney.

MR. VAN RIPER: Mr. Chairman, may I just interrupt at this time?

SENATOR WALDOR: Surely. The Chair recognizes the Honorable Walter D. VanRiper, Counsel for the Municipal Contractor's Association.

MR. VAN RIPER: Just to have the record show that I represent the Municipal Contractors, and I am associated with Mr. Adrian I. Karp.

SENATOR WALDOR: Yes, sir.

Mr. Chumney, will you please come forward.

Mr. Chumney will you state your name, where you are from and what your affiliation is, please?

R I C H A R D D. C H U M N E Y: Mr. Chairman, I am Richard D. Chumney, Executive Assistant to the Secretary of Agriculture and Chairman of the New Jersey Animal Waste Disposal Task Force. This task force was appointed in July, 1967 by Secretary of Agriculture, Phillip Alampi; Commissioner of Health, Dr. Roscoe P. Kandle; and Dean of the College of Agriculture and Environmental Science, Dr. Leland G. Merrill, Jr.; for the purpose of coordinating available resources and developing additional resources relating to the animal waste disposal problem. The task

force is comprised of 23 local, State and Federal representatives, public and private, from various areas of interest, who are concerned with the disposal of animal waste in all of its ramifications.

THE BASIC PROBLEM

Even though nearly two-thirds of New Jersey's land area is still in farms and forests, our animal and poultry industries are finding it difficult to exist in many areas because of pressures of urbanization and the application of strict local ordinances and State laws dealing with animal waste disposal and odor control problems. Some farms are being forced to go out of business because the technology is not available for the farmers to manage their operations so that animal wastes can be disposed of and odors controlled economically.

Few people realize the magnitude of the animal and poultry waste disposal problem. It is estimated that the volume of such waste exceeds 5,000 tons per day in the State. A 100,000-bird capacity cage-laying operation provides a volume of waste equal to that produced by 10,000 people. On a national basis, the volume of animal and poultry waste is equal to 10 times that of our human population. One dairy animal produces 13-1/2 tons of waste per year. Thus, agriculture has a stake in, and needs consideration in the development of programs that deal with solid waste disposal.

AGRICULTURE, IMPORTANT CONTRIBUTOR TO ECONOMY

Since New Jersey agriculture contributes more than 1-3/4 billion dollars annually to our economy, it is important that our animal

and poultry industries be permitted to continue. An important limiting factor to expansion at this time is our inability to develop the technology that would permit us to manage the animal waste problem effectively so as not to interfere with the normal well-being of our citizens. Various interested groups have indicated a desire to invest millions in expanding the poultry industry in New Jersey, provided that the waste disposal and odor problem can be solved.

MUTUAL INTEREST WITH MUNICIPALITIES

The task force is considering ways and means of cooperating with local municipalities in dealing with the solid waste problem. As you know, our swine industry is almost wholly dependent upon the availability of food type garbage which has proved to be an excellent feed source. If more garbage were obtainable, our \$15,000,000 swine industry would continue to expand. The 20 million people within a 75-mile radius of this industry represent a fine market for pork products. Yet in feeding and handling garbage, a swine waste and odor problem potential is created. Since New Jersey's population will continue to grow and our supply of garbage will mount, it is important that this valuable feed supply remain available to our swine producers. This food type garbage, when used for swine, is an excellent example whereby a municipal solid waste problem can be converted into an economic product of mutual benefit to all concerned. At the present time, 159 swine farms are licensed by the New Jersey Department of Agriculture to feed cooked garbage. As is obvious, New Jersey will always be a grain deficit state and

cannot depend on grain as a major swine feed source as is done in many other states.

MORE RESEARCH IS NEEDED

Even though Rutgers University has pioneered in many areas of research dealing with animal and poultry waste, additional funds are needed to provide the technology we need to control these problems. Even where we have been successful in dehydrating animal waste, we are still faced with an air pollution problem of odor control under certain conditions. New projects are being proposed to the United States Department of Health, Education and Welfare and the United States Department of Agriculture to develop more efficient means of waste handling, odor control and composting. The latter approach may include cooperative projects with municipalities so that animal waste and municipal waste can be combined and composted into a useful organic fertilizer by-product. This is a logical approach since the re-cycling of animal waste into the soil provides the best long-range solution to this problem.

USE OF SEWERAGE SYSTEMS

It is my understanding that extensive programs are planned that would establish regional sewerage systems across the State. Consideration should be given by the appropriate authorities to making such facilities available for the disposal of animal and poultry waste. At the present time, some poultrymen are spending at least \$10,000 a year in waste disposal and would be glad to pay

a similar amount for sewerage facilities if such a system could be made available. With some modifications in existing plans, perhaps this time-proven way of waste disposal could be made available to animal and poultry producers.

MUTUAL APPROACH

It is obvious that the overall problem of solid waste disposal is of interest to both municipalities and agriculture. Since it is a mutual problem the best solutions can be developed on a joint basis. Research efforts should be combined whenever possible to provide the technology we need. While this is being developed, the establishment and enforcement of legislation should relate to the extent of our ability to manage the problem.

As this Commission wrestles with these difficult issues, please keep in mind that agriculture has a basic interest, need and responsibility in this problem and is anxious to cooperate with all concerned towards reasonable and logical solutions.

I thank you for the courtesy extended to me, on behalf of those of us in Agriculture interested in this problem, in being allowed to appear here before you today.

I would like to ask that two additional exhibits perhaps be permitted in the record, one a listing of the membership, names and addresses of the Animal Waste Disposal Task Force Committee; and a brochure that describes the work of the Task Force, if that would be permissible, Mr. Chairman.

SENATOR WALDOR: Fine, thank you. We will have them marked and admitted as part of the record of this hearing.

(Received in evidence and marked Exhibit 1.)

SENATOR WALDOR: Senator Musto, do you have any questions?

SENATOR MUSTO: No.

SENATOR WALDOR: No questions. Thank you for coming down and giving us this information.

MR. CHUMNEY: Thank you, Senator.

SENATOR WALDOR: Mayor Monica.

Let the record show, please, that Assemblyman Vreeland, a member of this Commission, is present.

MAYOR MONICA: Mr. Senator, is it my understanding that we are to speak first, before the contractors?

SENATOR WALDOR: Is that your preference?

MAYOR MONICA: Oh, I would much rather hear what they have to say. We've already given testimony.

SENATOR WALDOR: Well, you made a request, Mr. Mayor, to testify here today and if you are desirous of speaking later in the program, we will certainly honor your request.

MAYOR MONICA: Thank you very much.

SENATOR WALDOR: The first witness that we have is Mr. Daniel J. Malanka, President of the New Jersey Contractors Association.

MR. VAN RIPER: Senator, apparently you have an agenda worked out and I certainly don't want to interfere

with that and I think you are using the names as submitted.

SENATOR WALDOR: That is correct.

MR. VAN RIPER: I have one additional name, I would like to call this person first, if I may, because he knows something about the preparation of the film.

SENATOR WALDOR: Fine. Is he going to testify only about the film?

MR. VAN RIPER: Yes.

SENATOR WALDOR: With all due respect, Judge, we saw the film and I don't know that, frankly, any testimony concerning the film would be of any assistance to the Commission, as far as legislation is concerned, so I don't think there's any point, particularly. If you want him to testify, I'm certainly not in any way suggesting to you that we won't hear his testimony.

MR. VAN RIPER: It's Mr. William Carey of Passaic, a contractor engaged in the business also. He was supposed to go on with Mr. Malanka and maybe if we have time later we can put him on.

SENATOR WALDOR: Fine, thank you.

Mr. Malanka, during the course of these hearings, up to this point, this Commission has requested, and Counsel to your Association may be so advised, although they have had an observer here at every one of our hearings prior to this one, that each witness who testifies consent to giving his testimony under oath. Do you have any objection to being sworn, or Counsel, do you have any objection to this witness being sworn?

MR. VAN RIPER: No, I think they should be sworn.

SENATOR WALDOR: Very good, sir.

D A N I E L J. M A L A N K A, being duly sworn,
testified as follows:

SENATOR WALDOR: Mr. Malanka, you are here pursuant to our request, or the request of this Commission, and your Association has supplied us with at least four individuals who are desirous of giving testimony before this Commission.

Do you have a prepared statement, or anything of that nature?

MR. MALANKA: Yes, I have.

SENATOR WALDOR: Well, suppose you proceed, if you will, to give us your statement concerning the matter under investigation here and then the Commission members, if they have any questions, will ask them of you. Will you proceed, sir.

MR. MALANKA: Mr. Chairman and members of the Committee: The New Jersey State Municipal Contractors Association was organized approximately 15 years ago. The fundamental purpose of the organization was, one, to attempt by cooperative effort to stem the rising costs of material and equipment required for use in the conduct of our business by means of joint purchases; two, to provide a forum wherein the unionized employees of the various contractors could have honest and effective collective bargaining with the owners acting as a unit and the employees acting likewise; and, three, to further acquaint the general public with the necessity for garbage

removal services and what was involved in the effort.

While the members, some 25 in number, are all members of the same association, they are still strong competitors as against each other. Hardly a municipal garbage contract has been advertised for but what two or more members seek to outbid the other. As a matter of fact, there have even been occasions when one member would litigate against another member and in one instance at least the award of a contract to a member was set aside by the courts as a result of the institution of a suit by another member.

One of the evidences of our desire to render the highest type service is the fact that through our efforts, Rutgers University established a course in solid waste disposal, which effort was carried on jointly with the cooperation of this association and the State Board of Health. To date in excess of 250 individuals, all connected with the garbage industry, have completed this course and received their certificates. Obviously, this has equipped them to better perform their respective parts in solid refuse collection.

In addition, we have attempted to awaken the public to the vitalness of garbage collection so far as it affects the everyday life of every citizen. In that regard we have, among other things, caused to be prepared with the aid and assistance of the State Board of Health, a film which has been shown before many local service organizations and civic clubs and has been narrated

by various members of our Association. The interest which has been aroused by the viewers in these presentations has been considerable and undoubtedly helps some portion of the public at least to understand the problems of both the public official, who awards a garbage collection contract, and the contractor who has to bid.

We are fully appreciative of the fact that many of our fellow citizens look askance upon the type of work in which we are engaged. I dare say that none of them or none of you gentlemen would suggest to any of your sons that they should go into the garbage business or that it represented a high calling in life.

We realize this fact, but we call your attention to the fact that many of us are in this business because it has been handed down from generation to generation, the originators having started in the horse and buggy days with horse drawn vehicles. It is, however, an industry which, as you members of the Committee I am sure realize, is absolutely essential to the health and welfare of our people.

Perhaps it is because of the "looked down" attitude, which many people take toward our industry, that it has been used as a whipping boy to try and distract attention from other phases of municipal operations, which have caused, in many instances, tremendous increases in costs to the taxpayer.

In support of this comment, I point out that when a judge, or a policeman, or a fireman, or a workman on the road

gets an increase in salary, there is no public criticism, condemnation or name-calling, but, on the other hand, in many cases the action meets with applause from the public, supposedly because of a job well done.

Well, we are satisfied that not only do the members of our Association do a job well but they do it in the best possible manner. But with the ultimate costs of our services increasing with the general trend of the economy, we are subject to abuse, condemnation, and held out to the public as undesirable characters and people who are determined to charge exorbitant prices unnecessarily. Our membership unanimously resents these tactics and we are preparing to fight back.

The non-violent method of fighting back is to ask you gentlemen to investigate thoroughly the character, background and reputation of our membership.

If in this industry there are people who could be classified in any way as belonging to the "criminal element," I certainly have no knowledge of it; and I do not believe that such a situation exists. If it does, again our Association members are unanimous in desiring to know about it, to have the existence exposed, and to, by legislation or otherwise, bring about the elimination of any such unwholesome influence.

That is my speech and I am thankful that I was called before this Committee to make this.

SENATOR WALDOR: Thank you.

Mr. Malanka, I have several questions that I would

like to ask you and then perhaps Senator Musto or Assemblyman Vreeland would like to ask you some questions.

At the present time the name of your business is what, sir?

MR. MALANKA: C. F. Malanka & Sons, Inc.

SENATOR WALDOR: And do you have any connection or association with the Mall Landfill Association?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: And what is your position with them?

MR. MALANKA: A partner and President of C. F. Malanka & Sons.

SENATOR WALDOR: Now one, I understand, is the collection phase of the business and the other is the landfill type of operation or the dumping ground, so to speak.

MR. MALANKA: Correct.

SENATOR WALDOR: Do you have contracts at the present time for the collection in Union City, Weehawken, West New York and North Bergen?

MR. MALANKA: I only have collections in Union City and Weehawken.

SENATOR WALDOR: And are any other persons who are engaged in the business, either from the collection standpoint or any other standpoint, associated with you in the Mall Landfill Associates?

MR. MALANKA: No, sir, just my family.

SENATOR WALDOR: And they are the same individuals,

are they not, that operate the collection phase of the business?

MR. MALANKA: Correct.

SENATOR WALDOR: Now, do you have any contracts at the present time with any municipalities other than Union City and Weehawken, so far as municipal contracts are concerned?

MR. MALANKA: Are you talking about collection?

SENATOR WALDOR: Yes, sir.

MR. MALANKA: No. That's all I have.

SENATOR WALDOR: That's all you have.

MR. MALANKA: Right.

SENATOR WALDOR: How long have you had the contract in Weehawken?

MR. MALANKA: Oh, I'd say roughly about 40 years. In the last 40 years I had it about 33 years.

SENATOR WALDOR: And in Union City?

MR. MALANKA: I've had it since 1928 and I think I lost it three times in that period.

SENATOR WALDOR: In any event, you're back now and during the period of time that you've held it there have been different periods in which you've lost it for one reason or another. Is that correct?

MR. MALANKA: Right.

SENATOR WALDOR: Now, talking and confining this questioning to the collection phase - and, incidentally, to interrupt for a moment, let the record show that Assemblyman Dodd is now present at this hearing.

These contracts, the contract that you hold in Weehawken, I assume, is one that you were the successful low bidder on, is that correct?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: And are you in a position to tell us or do you know how many bidders there were on the last contract that you were the successful bidder on in Weehawken?

MR. MALANKA: Well, off the record --

SENATOR WALDOR: I would suggest that you consult with your Counsel if you -- there is no off the record, Mr. Malanka.

MR. MALANKA: I don't recall. I can't give you that answer right now.

SENATOR WALDOR: You don't know. And how long is the present contract in Weehawken in force?

MR. MALANKA: Till the end of June.

SENATOR WALDOR: How long a contract was it that you bid on?

MR. MALANKA: Three years.

SENATOR WALDOR: So that it was 1966 --

MR. MALANKA: Correct.

SENATOR WALDOR: -- that bids were let and you were the successful bidder in Weehawken, is that right?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: And you do not recall, at this time, whether or not there were any other bidders?

MR. MALANKA: There was other bidders but I'm not --

SENATOR WALDOR: But you don't recall who they were.

MR. MALANKA: Correct.

SENATOR WALDOR: Now, the contract immediately preceding the 1966 contract which was awarded you was in what year, do you remember? Did you have the contract immediately before that?

MR. MALANKA: Yes, three years before that.

SENATOR WALDOR: So that would be 1963, approximately, is that right?

MR. MALANKA: Correct.

SENATOR WALDOR: Can you tell us, Mr. Malanka, what the bid was, the successful bid in 1963 was and what the successful bid in 1966 was?

MR. MALANKA: I can't recall in '63 roughly, but the '66 bid was just under - I think it was \$99,000 and some dollars.

SENATOR WALDOR: And you do not remember what the bid was in 1963?

MR. MALANKA: No. I'd be lying if I told you any figures.

SENATOR WALDOR: Let the record show that Senator Crabiel is now present at this hearing.

Do you remember, Mr. Malanka, who the bidders were, the unsuccessful bidders were in 1963?

MR. MALANKA: I can't recall.

SENATOR WALDOR: Do you recall whether or not the bidders in 1963 were - the unsuccessful bidders in 1963 were the same companies or individuals who bid in 1966?

MR. MALANKA: I don't recall.

SENATOR WALDOR: Well do you have that information available?

MR. MALANKA: I have it at the office.

SENATOR WALDOR: And could you or would you make that available to this Commission?

MR. MALANKA: I certainly will.

SENATOR WALDOR: Now, Mr. Malanka, insofar as your landfill operation is concerned, are there other municipalities or other contractors who use your site?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: And can you tell us what municipalities, and I am referring specifically to municipalities who may have their own collections and use your site for dumping purposes.

MR. MALANKA: I have none.

SENATOR WALDOR: There are none.

MR. MALANKA: No.

SENATOR WALDOR: How long have you been in this landfill operation?

MR. MALANKA: Individually, under my own name I've been in it over 30 years.

SENATOR WALDOR: And during that period of time, during that 30 year period have you ever had municipalities dump directly with you, as contrasted to coming to you through a contractor?

MR. MALANKA: No.

SENATOR WALDOR: Has the site been available

should a municipality inquire of you as to the availability of your lands, would the site have been available for that purpose?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: And are you testifying, sir, and do I understand you correctly to say that no municipality has ever communicated with you with respect to dumping their refuse on any of the landfill operations that are operated by you?

MR. MALANKA: Up until two months ago, no.

SENATOR WALDOR: And within the last two months has there been an application made to you or an inquiry made of you as to whether or not your land was available for that purpose?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: And will you tell us what municipality made that inquiry?

MR. MALANKA: The City of Orange.

SENATOR WALDOR: And how was that inquiry made, sir?

MR. MALANKA: By mail and registered mail.

SENATOR WALDOR: And did they at that time, the City of Orange, indicate to you that they were desirous of dumping on your land?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: And did you respond to the questions or the inquiries that were made of you for that purpose?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: And what was your response, Mr.

Malanka?

MR. MALANKA: My response was that I couldn't abide by their specifications.

MEMBER OF AUDIENCE: I didn't get that remark.

SENATOR WALDOR: Well, Mr. Mayor, will you come up here, please, and perhaps you can hear better.

You indicated that you could not conform to the specifications of the City of Orange in your reply to the City of Orange, is that correct?

MR. MALANKA: Correct.

SENATOR WALDOR: Will you tell us, Mr. Malanka, what part of the specifications of the City of Orange that you could not comply with or conform to?

MR. MALANKA: To the best of my recollection, I wasn't in town, I was away on vacation, and they had communicated with me and they had told me that it called for a five-year and a nine-year dumping, which we've never had, ever been required before, and with reference to my permit in the Town of Secaucus, I couldn't provide that.

SENATOR WALDOR: With reference to what? I'm sorry, I didn't get the last part.

MR. MALANKA: With reference to my permit with the Town of Secaucus, I couldn't abide with their permit.

SENATOR WALDOR: Well what in the permit from the Town of Secaucus prohibits you from conforming with that type of request?

MR. MALANKA: With the Town of Secaucus we get the permit and if we're bidding, we get a bidding permit up to

five years providing I have the ground for five years. And it called for five and nine years and there's no such permit, as far as we're concerned in the Town of Secaucus for a nine year permit.

SENATOR WALDOR: Well there is for five years, though.

MR. MALANKA: Up to five years, on a bidding permit, not on a --

SENATOR WALDOR: I understand. In other words, on a bidding permit you will have control of these lands for a period of five years. Is that in effect what you're saying?

MR. MALANKA: The Town of Secaucus has permits on only owned land.

SENATOR WALDOR: And the City of Orange had made known to you in their request that they were desirous of a five year type of --

MR. MALANKA: Five years and nine years.

SENATOR WALDOR: And I now ask you, sir, what was it that you were unable to conform to with respect to the five year request on their part, which was an alternative to the nine year proposal?

MR. MALANKA: When I went to the Town of Secaucus to the Board of Health I asked them about it and they said they didn't want to give out any permit, for a five year permit, and then they asked me as far as my land was concerned where do I stand for my contracts and I told them if I gave out the five year permit for my land I wouldn't

have enough sufficient land and I had to produce more land which I didn't have.

SENATOR WALDOR: So then what you are saying, sir, is that, as I understand you, you communicated to the Town of Secaucus the thought that if you were to permit Orange to dump on your land, in addition to whoever else is using your land at the present time, you would not have sufficient land to handle whatever it was that Orange wanted to dump there. Is that correct?

MR. MALANKA: Correct.

SENATOR WALDOR: What contractors, Mr. Malanka, at the present time are dumping at your site, and your site is located in Secaucus, is it not?

MR. MALANKA: Correct.

SENATOR WALDOR: And what contractors are dumping there at the present time?

MR. MALANKA: I have the Town of Secaucus. Do you want the contractor's name?

SENATOR WALDOR: Yes, sir.

MR. MALANKA: Werner Brothers from Secaucus, Marangi and Company from West New York, and A. A. Mastrangelo, North Bergen.

SENATOR WALDOR: Those are the only three other than --

MR. MALANKA: City contractors. I mean, municipal contractors. I have private contractors dumping in my dump.

SENATOR WALDOR: How do you distinguish, just very briefly, between a private contractor and a municipal contractor? Is a private contractor one who is

engaged in the collection of industrial refuse?

MR. MALANKA: That's right.

SENATOR WALDOR: And do you have many of those who dump at your site in Secaucus?

MR. MALANKA: I do. Well, I'd say - what do you call "many" first.

SENATOR WALDOR: Well, how many do you have?

MR. MALANKA: Well, I have about 20 different private contractors, including from New York City.

SENATOR WALDOR: How many from New York do you have, Mr. Malanka?

MR. MALANKA: Oh, about ten contractors.

SENATOR WALDOR: And what percentage would you say, if you are in a position to estimate, of the refuse that is dumped at your Secaucus site is composed of dumping from the ten New York contractors? Could you give us an estimate? Is it 50%, 25%, 10%?

MR. MALANKA: I couldn't give you that answer right now until I check my records.

SENATOR WALDOR: Well, will you check your records, sir, and make that information available to us.

Now, Mr. Malanka, if private contractors were to come to you now, other than those three whose names you've mentioned as dumping at your site in Secaucus, would you have the space available or the facilities available to take on additional private contractors?

MR. MALANKA: Not at the present time. We are making a survey of our land right now.

SENATOR WALDOR: Is this the first survey that you've made of your land?

MR. MALANKA: Yes, this is the first survey because the land is getting tight.

SENATOR WALDOR: I see. Now, do you have periodic inspections of your landfill operation by any State agency?

MR. MALANKA: We have a thorough investigation by the State agency.

SENATOR WALDOR: An inspection?

MR. MALANKA: Yes, sir, at least once a month, a minimum of once a month.

SENATOR WALDOR: And you have, as a matter of fact, - I'm not going into it but you have been cited at one time for having unsanitary conditions and fires and you were closed down for a while, is that right?

MR. MALANKA: That's right.

SENATOR WALDOR: And that was in 1967.

MR. MALANKA: Yes, I'm pretty sure, yes, it was '67.

SENATOR WALDOR: Now the conditions that were complained of at that time, I assume, have been corrected and you have been in full operation since that suspension, is that right?

MR. MALANKA: Right.

SENATOR WALDOR: Now, Mr. Malanka, have you bid, yourself, in the collection phase of your garbage business or your solid waste or refuse business, - have you had the occasion to bid on contracts other than Union City and Weehawken?

MR. MALANKA: At different periods of time, yes.

SENATOR WALDOR: Have you ever bid on any contracts in Essex County, for example?

MR. MALANKA: I bid several times.

SENATOR WALDOR: Have you ever bid on any contracts in the City of Orange?

MR. MALANKA: The last bidding we did, yes, sir.

SENATOR WALDOR: And do you know now -- was that the first time you bid on a contract in Orange?

MR. MALANKA: To the best of my recollection, yes.

SENATOR WALDOR: Are you the individual in your collection business who is responsible for the preparation of the bids or the computation of the figures to arrive at whatever the figure is that you submit?

MR. MALANKA: If I happen to be in the office, I do. Sometimes it's come up during the winter months when I'm away but if I'm there I check the figures.

SENATOR WALDOR: Mr. Malanka, are you in a position to advise this Commission as to why there is such a great disparity in the figures of different bidders, the high bidder and the low bidder or the intermediate bidder in given municipalities?

MR. MALANKA: No, sir. I only take care of my own bids and I don't know what another bidder has in mind, his percentage basis of profits, and I think each one of us bid a different way.

SENATOR WALDOR: Well, you're President of the Municipal Contractors Association, are you not?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: May I ask whether or not your Association meets from time to time to consider problems of the industry?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: And at those times do you have the opportunity or do you discuss various municipalities and the specifications that are let out for bidding purposes?

MR. MALANKA: We do.

SENATOR WALDOR: Because these are problems of your trade, are they not, or your industry, is that correct?

MR. MALANKA: Right.

SENATOR WALDOR: And do you, Mr. Malanka, on such occasions have the opportunity of comparing, for example, figures that are submitted for bids in various municipalities?

MR. MALANKA: On some occasions we do and on some occasions we don't. It's according to what the problem is.

SENATOR WALDOR: Now, Mr. Malanka, let me ask you this, sir, you said that you bid on the contract in Orange this last year --

MR. MALANKA: Yes, sir.

SENATOR WALDOR: -- that would be 1968, is that correct?

MR. MALANKA: Right.

SENATOR WALDOR: Do you now know who the other bidders were who submitted bids to the City of Orange?

MR. MALANKA: I think I do. I wouldn't swear by it.

SENATOR WALDOR: Well, let me put it this way,

you are under oath, Mr. Malanka, and I am not trying to trap you, I want to know whether or not you know now who the bidders were, other than yourself, in the City of Orange.

MR. MALANKA: I don't know them all who bid.

SENATOR WALDOR: Well, who do you know, of your own knowledge, were bidders in the City of Orange?

MR. MALANKA: I think the one I know is Petrozzello and I think Viola are the only two that I can recall now.

SENATOR WALDOR: Do you know who the successful bidder was in Orange?

MR. MALANKA: I think it was Petrozzello.

SENATOR WALDOR: Was the successful bidder.

MR. MALANKA: That's right.

SENATOR WALDOR: On what basis did you bid in the City of Orange? on a 1 year basis, a 5 year basis, or what?

MR. MALANKA: My recollection, I don't know whether I bid the 1 and 3 or the 1, 3 and 5. I haven't got these figures.

SENATOR WALDOR: Did you at the time you submitted your bid intend or was it part of your bid that the disposal of the refuse or the garbage would be at your landfill operation in Secaucus?

MR. MALANKA: Yes, sir, that was my intention.

SENATOR WALDOR: Do you know where Petrozzello disposes of his refuse?

MR. MALANKA: In Kearny.

SENATOR WALDOR: Do you have with you at this time information concerning the figures or your computations in arriving at the figure you bid in the City of Orange?

MR. MALANKA: No, sir.

SENATOR WALDOR: Do you have any recollection of how you arrived at the figure that you did in the City of Orange?

MR. MALANKA: Well, I have a breakdown, not with me, I have it in the office.

SENATOR WALDOR: And have you bid, as far as you know, within the last five years in any other municipalities where Petrozzello has bid?

MR. MALANKA: Not to my knowledge at the present time.

SENATOR WALDOR: Pardon me?

MR. MALANKA: Not to my knowledge at the present time. I doubt it, but - -

SENATOR WALDOR: Have you ever held any contracts in Essex County, for example?

MR. MALANKA: No, sir.

SENATOR WALDOR: Has most of your collection work been confined to Hudson County?

MR. MALANKA: Yes, sir.

SENATOR WALDOR: Mr. Malanka, is there, to your knowledge, -- do you know of your own knowledge of any instances where contractors have discussed the amounts they are to bid prior to the time of the bidding?

MR. MALANKA: No, sir.

SENATOR WALDOR: Your Association, I take it then from that answer, does not go into the specific figures that are to be bid on specific contracts prior to the filing of these bids.

MR. MALANKA: Correct. We do not talk about bids at our meetings previous to any contracts coming out.

SENATOR WALDOR: Do you know of any time, Mr. Malanka, or any situation where contractors have gotten together so that one could be a low bidder in a particular area and another a low bidder in another area?

MR. MALANKA: No, sir.

SENATOR WALDOR: Do you know, sir, of any collusive type of bidding that has taken place in any municipalities before the awarding of a contract?

MR. MALANKA: No, sir.

SENATOR WALDOR: May I, Mr. Malanka, again ask you this, sir. As I understand your testimony or your remarks up to this time you have said that the reason that you could not have the City of Orange, if they were to maintain their own collection service, dump on your grounds in Secaucus was because of the fact that you were presently making a study of your land and the land is becoming less available and there is becoming less land for the use to which it's being put.

MR. MALANKA: I put it this way, here. We're negotiating for other lands and we figured if we got this land we would have sufficient ground for everybody to dump on.

SENATOR WALDOR: If you got other lands, did you say?

MR. MALANKA: Yes, sir. And since that period of time the negotiations are not going through and I couldn't take no gamble on bidding on something that I would be held liable on under a bond and put me out of business.

SENATOR WALDOR: Which means, as I understand it again, that the present land operation that you have is not suited, by reason of its size or its use up to the present time to take on additional persons whether they be municipalities or contractors for the purpose of dumping their refuse there.

MR. MALANKA: I state it this way, that at the present time I am going to be interested in my own contracts and if I just stick to what I have right now at the present time I can exist a little longer; if I put in additional garbage in there I'm filling my land in that much faster and I'm looking out to protect myself and my company.

SENATOR WALDOR: I can understand that, Mr. Malanka. If you were to eliminate the approximately - and I'm not, of course, holding you to the figure, I think you indicated approximately ten New York contractors who dump on your site in Secaucus, would that give you sufficient room to take on a municipality such as the City of Orange?

MR. MALANKA: Well, let me put it this way, Mr. Chairman, if I chase New York out, I wouldn't be able to operate my dumps.

SENATOR WALDOR: Why not?

MR. MALANKA: Because the money we receive from the municipalities or the contractors in our local contracts isn't sufficient to cover our expenses.

SENATOR WALDOR: Well, if they were to be replaced, for example, by additional New Jersey contractors or municipalities who go into the collection business themselves and have no place to dump their refuse, would that not replace the New York contractors who dump there?

MR. MALANKA: No, because I would be getting more volume and less money.

SENATOR WALDOR: In other words, what you are saying is that the cost that is charged the New York contractors, whoever they may be, either private or industrial, is substantially more than that charged the New Jersey contractors who dump there?

MR. MALANKA: Almost double.

SENATOR WALDOR: What is the reason for that, Mr. Malanka?

MR. MALANKA: Well, because in New York City they're paying \$52 to \$55 a load to dump in New York City.

SENATOR WALDOR: To what?

MR. MALANKA: They're paying in the fifties, \$50 a load in New York City to dump and they're coming over here and dumping over here and we're getting \$7 and \$8 a load more than we're charging our local people.

SENATOR WALDOR: What does a New York contractor pay to dump in your Secaucus landfill operation?

MR. MALANKA: We have three categories, if they

have three different size trucks, and the minimum for truck they pay is \$16 a load, \$18 and \$20 a load.

SENATOR WALDOR: And what would the New Jersey contractors who do a similar type --

MR. MALANKA: The largest truck in New Jersey would pay \$12. That's individual, not contract.

SENATOR WALDOR: No, I understand. That would be for an individual load that was dumped there and not under contract with you for a long term period of operation. Is that right?

MR. MALANKA: Yes, sir. Under contract, it's almost half that price.

SENATOR WALDOR: Who in New Jersey, and I'm not referring at this moment to names specifically, - when you talk about individuals as contrasted to contracts, who are you referring to that dumps on your premises now who is an individual? Are you talking about the industrial - the men engaged in the collection of industrial waste?

MR. MALANKA: With reference to price?

SENATOR WALDOR: Just to dumping.

MR. MALANKA: We have individuals in different areas of Hudson and Bergen Counties that are dumping in our area.

SENATOR WALDOR: Would you say then, Mr. Malanka, that anybody, anybody who is willing to pay, say for a similar size truck to those who presently dump on your grounds, was willing to pay \$12 a load can come on to your premises in Secaucus and dump there?

MR. MALANKA: It's according to how many loads they're bringing me. In other words, I say we're making a survey of our land and we may not take anybody else in.

SENATOR WALDOR: Well, how do you distinguish between the individuals whom you take and those you don't take? Because they're not under contract to you, how do you --

MR. MALANKA: We have not refused any individual coming into the dump to the present time.

SENATOR WALDOR: No matter who he may be.

MR. MALANKA: That's right, as long as he's paying.

SENATOR WALDOR: And no matter how many loads he dumps a day? or a week?

MR. MALANKA: It's according to what type loads he's dumping.

SENATOR WALDOR: Well, is there a difference, Mr. Malanka, in the type of load that an individual would be dumping in that, than a municipality would be dumping, except by quantity?

MR. MALANKA: Yes, there is, because when an individual comes in and dumps, he's got any kind of rubbish, wood, anything that's combustible that could cause us fires and damage to our tires and equipment.

SENATOR WALDOR: When an individual comes in.

MR. MALANKA: That's right.

SENATOR WALDOR: But when a municipality comes in you don't have that, That's more of a problem to you, is it not, than the contract loads that you receive.

MR. MALANKA: In a sense, yes.

SENATOR WALDOR: So that if a municipality were to dump there, you wouldn't have the same problem that you would have with individuals or could have with individuals who dump there.

MR. MALANKA: Well, yes and no.

SENATOR WALDOR: You mean it would depend upon the particular circumstance of a particular municipality, is that right?

MR. MALANKA: That's right.

SENATOR WALDOR: Now, Mr. Malanka, if, as you say, the reason that you have New York there, that is these New York contractors dumping on your ground, is because it's more profitable to you to have them dump there. Is that right?

MR. MALANKA: In a sense, yes, but not thoroughly, I mean. It's a matter of their coming in there, they're giving - I think they're giving us a little aid as far as the financial --

SENATOR WALDOR: Yes, you're making a greater profit with them and you're in business for that purpose.

MR. MALANKA: Well, let's put it this way. By getting them in there it's helping us; that with the municipalities we've got dumping in there under contract we would be taking a loss if we had to continue.

SENATOR WALDOR: Well, you said that you only have Union City and Weehawken dumping there. Is that right?

MR. MALANKA: I'm sorry.

SENATOR WALDOR: You say that you have only Union City and Weehawken and I think you mentioned Secaucus.

MR. MALANKA: West New York and Secaucus and North Bergen, the towns.

SENATOR WALDOR: Are also dumping there?

MR. MALANKA: Right.

SENATOR WALDOR: And that's under private contract as compared to the municipalities that don't make their own collections and dump there.

MR. MALANKA: Well, they dump - municipalities with their own trucks have different things they dump in there that are permissible to dump.

SENATOR WALDOR: But they aren't the substantial dumpers or the persons who dump the most refuse on your property. There are private contracts in West New York and North Bergen, aren't there?

MR. MALANKA: Yes.

SENATOR WALDOR: And there are private contractors who use your facilities and whose names you have given us.

MR. MALANKA: The same as we give permission to the municipalities to dump their own trucks in there.

SENATOR WALDOR: And do you think, Mr. Malanka, that if you were, for example, to eliminate all of the private contractors who presently use your facilities -- not private contractors, individual contractors who use your facilities, would you then have sufficient room or space or land to handle the needs of municipalities

throughout the State who complain that there are not sufficient dumping grounds available for them?

MR. MALANKA: Yes, we will but then we come back to the same thing, hollering that we're robbers because we would have to increase our price with the private contractor that's doing that municipality.

SENATOR WALDOR: Well, do you know what percentage of increase there was in your contract between 1963 and 1966 in Weehawken?

MR. MALANKA: I will take a guess on it, \$25,000 a year.

SENATOR WALDOR: Increase.

MR. MALANKA: I'm taking a guess. That's right.

SENATOR WALDOR: Which was approximately a 25 to 30 percent increase in the previous year, is that right?

MR. MALANKA: We got a three year bid. I think there's a lot of misunderstanding with these increases. We get three year contracts and then naturally when we increase the bid in three years they base that increase on a yearly basis which is not true.

SENATOR WALDOR: I don't quite follow you, sir.

MR. MALANKA: In other words, if they come out in the paper and say we finished a contract in '66 and in '67 we get an increase, right away they base that increase that the bid was in '66 and we got that \$75,000 increase from a one year period, where we go back three years on our contract.

SENATOR WALDOR: Yes. Well let me ask you this, Mr.

Malanka, has the cost of operating your landfill operation in Secaucus - the cost of operating it- increased to you?

MR. MALANKA: It certainly has.

SENATOR WALDOR: In what respect?

MR. MALANKA: Fuel, equipment, labor.

SENATOR WALDOR: Can you tell us, sir, what increase you've had in the cost of labor from 1965 to 1966?

MR. MALANKA: On labor?

SENATOR WALDOR: Yes, sir.

MR. MALANKA: I would say we got an increase of at least 65%.

SENATOR WALDOR: And when you say you got an increase, is that through some union or the individuals who are employed by you, or what?

MR. MALANKA: You're talking about dump operations.

SENATOR WALDOR: I'm talking about your dump operations, yes, sir.

MR. MALANKA: Through labor itself.

SENATOR WALDOR: Through a union?

MR. MALANKA: No. The men themselves. They insist upon it when you're coming down there. Each time you come down there and their time comes up they're making a demand and we had to meet the demands.

SENATOR WALDOR: How many employees do you have in the landfill operation in Secaucus?

MR. MALANKA: Five, six.

SENATOR WALDOR: And you say that between 1965,

which was the last year of your contract in Weehawken, and 1966, which was the first year of your new contract in which you were again the successful low bidder, that these five or six men represented a wage increase of about 60 to 65 percent, as best you can recall?

MR. MALANKA: I would say to the best of my knowledge, yes.

SENATOR WALDOR: Now has that, since 1966 up to the present time, gone up also? the cost of labor at the landfill operation.

MR. MALANKA: No, it's on about the same basis right now.

SENATOR WALDOR: It's about the same as it was in 1966.

MR. MALANKA: Until July 1.

SENATOR WALDOR: Do you have a contract with these five or six men?

MR. MALANKA: That's right.

SENATOR WALDOR: And they're not represented by any labor union or anything of that nature.

MR. MALANKA: No, sir.

SENATOR WALDOR: Do you have individual contracts with each of your employees at the landfill operation?

MR. MALANKA: We did have up until a period, now they're all on the payroll.

SENATOR WALDOR: So that the employees at your landfill operation are no longer under contract with you or with the Mall Landfill Associates.

MR. MALANKA: No, sir, they're on salary now.

SENATOR WALDOR: Then they would come to you as an employee and suggest to you that the salary isn't sufficient to cover their needs, or something of that nature?

MR. MALANKA: That's correct.

SENATOR WALDOR: When you talk about these five or six employees, are you talking about men who actually work in the landfill operation?

MR. MALANKA: Operators of the dumps, right.

SENATOR WALDOR: Pardon me?

MR. MALANKA: Operators in the dump.

SENATOR WALDOR: In the dump. And can you tell me what the average earnings of these five or six men are?

MR. MALANKA: We have one man at \$175 and it goes from \$225 to \$285 a week.

SENATOR WALDOR: From \$225 to \$285 a week?

MR. MALANKA: Right.

SENATOR WALDOR: For these four or five men -

MR. MALANKA: Operators.

SENATOR WALDOR: And then this one man at \$175.

MR. MALANKA: That's right.

SENATOR WALDOR: Is that based or computed on an hourly basis or just on a weekly salary of pay?

MR. MALANKA: No, it's computed down on an hourly base with Saturday at premium time.

SENATOR WALDOR: So that the earnings that you speak of, or the gross figures that you speak of would include overtime figures? Is that my understanding?

MR. MALANKA: No, sir.

SENATOR WALDOR: In other words, that's straight pay.

MR. MALANKA: That's right. If we should have a fire or anything there, we've got to pay them additional money.

SENATOR WALDOR: Is there any shortage of men to work in this particular capacity in the landfill operation, Mr. Malanka?

MR. MALANKA: Right at the present time we can get only one type of people to go in there and do this work.

SENATOR WALDOR: What do you mean? I don't quite follow you, only one type of people.

MR. MALANKA: Well, let me put it this way here. We only can get the minority type of people to go in and do that work, the lowest type of person that wants to work in there.

SENATOR WALDOR: For \$285 a week?

MR. MALANKA: Yes, sir. When I say \$285, that's a leadoff man. I say from \$225 to \$285, which is the leadoff man.

SENATOR WALDOR: What is a leadoff man?

MR. MALANKA: The head man in charge that takes care of --

SENATOR WALDOR: Well you indicated that you had four or five of those who were in the \$225 to \$285 category.

MR. MALANKA: There's one person getting \$285 and

the rest are getting \$225.

SENATOR WALDOR: And one is getting a hundred and --

MR. MALANKA: Sixty-six.

SENATOR WALDOR: \$166.

MR. MALANKA: He's the clean-up man.

SENATOR WALDOR: And I gather from your figures that those who are presently receiving \$225 were getting somewhere in the neighborhood of \$125 to \$130 in 1965.

MR. MALANKA: About \$150, an average.

SENATOR WALDOR: In 1965.

MR. MALANKA: That's right, an average of about that.

SENATOR WALDOR: Senator Musto?

SENATOR MUSTO: No questions.

SENATOR WALDOR: Assemblyman Vreeland?

ASSEMBLYMAN VREELAND: I have one question that I would like to ask. Can you tell me, if you know, as a condition of a qualifying bidder must he be a member of your New Jersey Contractors Association?

MR. MALANKA: Absolutely not. If you checked all of the contracts in the State of New Jersey you will find quite a few people that don't belong to our Association have contracts in this State.

ASSEMBLYMAN VREELAND: Would you say that there are specifications that do have this requirement, however?

MR. MALANKA: I don't quite get that question.

ASSEMBLYMAN VREELAND: Well, do some specifications that are submitted have this requirement in it that

the qualifying bidder must be a member of the New Jersey Contractors Association?

MR. MALANKA: No, sir.

ASSEMBLYMAN VREELAND: You don't know of any that ever do that?

MR. MALANKA: No, sir.

ASSEMBLYMAN VREELAND: Thank you very much.

SENATOR WALDOR: Assemblyman Dodd?

ASSEMBLYMAN DODD: Mr. Malanka, when did your lease start, your last lease, with the Town of Secaucus?

MR. MALANKA: I have no lease with no town. We own the property.

ASSEMBLYMAN DODD: You own your own land.

MR. MALANKA: Right.

ASSEMBLYMAN DODD: Just one other thing. As a business man, is it more profitable for you to do business locally as opposed to going out of town for scavenger work, mileage, time, etc.?

MR. MALANKA: Well, We'd rather do it more locally if we can but to try to expand ourselves we've got to out of town which is really costly to us. If we do it locally naturally we save wear and tear and time sometimes is the essence of our jobs.

SENATOR WALDOR: Senator Crabiel?

SENATOR CRABIEL: Mr. Malanka, during the past three to five years have the State regulations for the operation of landfills changed in any way?

MR. MALANKA: It certainly has. If we really

have to live up to 100 percent of the regulations of the State Board of Health, I don't think you will have a dump open, let me tell you, a sanitary landfill rather.

SENATOR CRABIEL: I don't think you answered my question. My question was, during the past three to five years have the State regulations changed any for the operation of dumps?

MR. MALANKA: I think they have changed the chapters but we have one of our other members who could explain that better than I can.

SENATOR CRABIEL: My next question to you, Mr. Malanka, during the past three to five years has the enforcement by the State changed any?

MR. MALANKA: They've been more strict.

SENATOR CRABIEL: Where do you get your source of earthfill to cover your dumps?

MR. MALANKA: Well, we mulch and then we have to just keep doing - we do construction work and we get some of our own and then we buy it. Anybody that's doing any excavation jobs, we go after them, and at times I had to have it hauled in from Pompton Lakes.

SENATOR CRABIEL: Has the availability of fill changed any in the past three to five years?

MR. MALANKA: No, sir. It's getting rougher each day.

SENATOR CRABIEL: I missed your answer.

MR. MALANKA: It's getting worse every day for getting fill, it's getting scarcer and it's getting

costlier.

SENATOR CRABIEL: Has the cost of acquiring this dirt changed any in the last three to five years?

MR. MALANKA: It has. I speak personally for our dumps. It's gone up at least 75 to 80¢ a yard more and we've got to beg for it.

SENATOR CRABIEL: That's all.

SENATOR WALDOR: That's all. Thank you, Mr. Malanka.

MR. VAN RIPER: Mr. Chairman, may I ask just a couple of questions to clarify something for the Committee, if I may?

SENATOR WALDOR: Please do.

MR. VAN RIPER: Mr. Malanka, in answer to a question from the Chair, I think you left the impression that the difference between municipal contractors and private contractors was that the private contractors collected from industry.

MR. MALANKA: Right.

MR. VAN RIPER: Well, isn't it also a fact that there are many private contractors collecting from residential?

MR. MALANKA: Oh, yes, that's true.

MR. VAN RIPER: Now one more question. In reference to your Orange bid, you own your own equipment for your present jobs, do you not?

MR. MALANKA: I do.

MR. VAN RIPER: Would you be able to take on

Orange or any other city of comparable size with that equipment or would you have to buy new equipment?

MR. MALANKA: No, we would have to purchase new equipment.

MR. VAN RIPER: Do you have any idea what this new equipment would cost you?

MR. MALANKA: Right now if we got another job outside the minimum price, right now, on the equipment that we want to use is in the category of around \$32,000 a unit.

MR. VAN RIPER: And about how many would you need for a city the size of Orange?

MR. MALANKA: At least 8 units.

MR. VAN RIPER: That's all. Thank you.

SENATOR WALDOR: Wait a minute, Mr. Malanka.

Now you indicated to me that you didn't remember what you bid in the City of Orange, is that right?

MR. MALANKA: Right.

SENATOR WALDOR: And you indicated further that you didn't remember who the other bidders were or anything of that nature, except you gave me two names, Petrozzello and Viola.

MR. MALANKA: Right.

SENATOR WALDOR: And do you recall the specifications that were given by the City of Orange in order to bid there?

MR. MALANKA: Why I said 8 trucks to the Judge here was because it specified 8 trucks. That's why I

recall that in the specification.

SENATOR WALDOR: I see. And you say that the figures that were computed in your bid to the City of Orange were based upon the acquisition by you of 8 new trucks in order to handle that contract.

MR. MALANKA: That's right.

SENATOR WALDOR: And this is the basis upon which you bid in Orange.

MR. MALANKA: Correct.

SENATOR WALDOR: Now, didn't you at one time have contracts with West New York and North Bergen, yourself, for the collection?

MR. MALANKA: No, sir.

SENATOR WALDOR: You never did.

MR. MALANKA: No, sir.

SENATOR WALDOR: I see. Okeh, thank you very much.

SENATOR WALDOR: Mr. Alfred J. Lippman.

Mr. Lippman, you heard my statement to Mr. Malanka and the other witnesses who have testified before this Commission and have consented to be sworn. Do you have any objection?

MR. LIPPMAN: No, sir.

A L F R E D J. L I P P M A N, being duly sworn, testified as follows.

SENATOR WALDOR: Will you state your name, your address, and your affiliation, please?

MR. LIPPMAN: Alfred J. Lippman, 712 Sycamore Avenue, Shrewsbury, New Jersey.

SENATOR WALDOR: And what company, if any, Mr. Lippman, are you affiliated with?

MR. LIPPMAN: I am President of Fereday and Meyer Company, Incorporated.

SENATOR WALDOR: Do you have a prepared statement that you want to deliver?

MR. LIPPMAN: Yes, I have, sir.

SENATOR WALDOR: Not to limit you from the standpoint of time, is it a lengthy statement, Mr. Lippman?

MR. LIPPMAN: It is six pages.

SENATOR WALDOR: All right, fine. Will you proceed, please?

MR. LIPPMAN: Senator Waldor and members of the Legislative Committee: Our organization is indeed appreciative of the opportunity to appear before you. Because of the very nature of the subject of solid waste, it is frequently used

as a political football on a municipal level. Therefore, the forums in which this subject is usually discussed are not available to those in this industry so that our story seldom has exposure to the public and certainly almost never do we have the opportunity of reasonable rebutal..

You have already heard from one of the members of our association on many facets of our very important business. I will direct my attention primarily to bidding procedures, since it seems to be of great interest, and the economics thereof. We must first consider all the factors usually associated with competitive bidding for either material or services, as I am sure that very few people realize the additional hazards and considerations in our industry not encountered in practically any other field.

A successful bidder, in the full sense of the word, must satisfy the governing body as to one's ability to do the job - by virtue of having adequate experience and equipment - provide for a fair and reasonable profit and possible contingencies.

Recently, we have seen comments in the press about either the lack of bidders or the small number of bidders on many jobs, with the implication that there might be some sinister reason for this condition. Within the field of my knowledge of municipal contracting for the collection and disposal of solid waste, this is wholly without foundation. The answer lies entirely in the field of economics, geography, and availability of equipment and labor.

Permit me to work out a bid on a hypothetical job: As a responsible bidder of nearly four decades' experience, I must first decide whether or not the job is within my financial ability and whether or not I have sufficient supervisory personnel

to give it the necessary attention. I must decide whether or not it is geographically located so that I may service it with my present base of operation or whether it is necessary to establish a new garage.

Is sufficient labor available in the area or must it be brought in is another factor. Availability of equipment comes next. Of course, if I am the incumbent contractor or if I have recently lost a job of equal or larger size elsewhere, this problem is minimal or cheaper considerably than acquisition of new equipment. A performance bond is necessary so that in the event of default, and defaults they have, a municipality must be insured of completion of the job. The bonding companies are by and large sound underwriters. Their willingness to underwrite is justifiably based on equipment, experience, depth of supervisory personnel, and financial ability. To make it clear, money alone is not sufficient to enable one to bid on a municipal contract. It will not take the garbage off the street if the going gets tough.

Other factors which are to be considered are the number of collections weekly, the type of collection, whether it is curb or rear door, and what is highly important in these days of economic uncertainty is the term of the contract, be it one, three or five years. To look at one's figures in retrospect is not too helpful in today's unstable and probably inflationary economy. To bid without proper provision for contingencies unforeseeable at the present time is indeed difficult.

In stable times these reserves for contingencies, which any sound businessman must put in, have on occasion resulted in

a small additional profit but currently it is extremely unlikely that this could be the case. After bids are received the municipal officials justifiably endeavor to see if the bid is economically sound and in the best interest of the community. There have been occasions when municipalities compare the single line item of a garbage contract with a budget which has, in many cases, concealed items placed in other categories which are actually attributable to the expense of operating solid waste disposal and collection.

As an example of a situation in which all of the facts are not presented in proper perspective, I have in mind a community that complained vigorously concerning a recently bid garbage contract which increased approximately 50 percent over the previous one.

This fact, standing alone, certainly requires a satisfactory explanation but when superimposed upon the over-all budgetary picture of this community it is proportionately a considerably smaller increase than other municipal costs. To illustrate, during the period 1958 through 1967 garbage collection costs in this community increased 6.4%. During the same period the following increases were noted in this community: Administration, 204%; Fire, 127%; Police, 60%; Roads, 199%; Health Services, 144%.

Even the term "lowest responsible bidder" is sometimes a stumbling block and there are innumerable cases of litigation as to what lowest responsible bidder means. In fact, I might add, litigation sometimes between our own members. You may not realize it but for a bidder to

secure the necessary new equipment to bid a job, by rule of thumb, would require the income for the first eight to ten months of any contract. Labor and operation costs for that period must come out of the contractor's own pocket. The contract's term must be long enough to amortise the investment.

As in other lines, there are cases where costs are incorrectly computed and the sale of the merchandise or services is given at a loss even to the extent where it results in a default. This occurred recently to a member of our own Association. The work was taken over after eleven months by the bonding company to be completed by others for the remainder of the three year period. The former contractors are now working as foremen-mechanics.

In the last quarter of a century our business has gone far, from a shirtsleeve operation to an important public service. I feel proud to be part of this progress in an industry which today compares favorably in sound management, integrity and public dedication with any I can think of and I want to emphasize the recent reference to a criminal element in this business is entirely unjust and unfounded.

While we are on the subject of straight-forward dealing, I think this should be a two-sided coin. There have been cases of some pretty sharp dealing by municipalities of browbeating the contractor into taking a price at which it is inconceivable how he can break even, much less make a profit. As one public official said, "We

beat him down by putting on a power play."

Now a word about landfill. I know of no area in the State of New Jersey where a contractor or a municipality cannot secure public facilities within reasonable hauling distance if willing to pay an equitable price. I say, categorically, that any competent and disinterested investigation would show that not only is there no shortage but, to the contrary, a great abundance of suitably located topographically ideal sites for properly conducted sanitary landfills within hauling distance of the metropolitan areas of New Jersey. The problem is not one of site scarcity but rather that of necessary permits, the issuance of which is in the hands of the authorities of the municipalities entirely.

Experts can point out many municipalities which would benefit by properly conducted sanitary landfill by the creation of recreational, parking and industrial sites replacing unsightly sub-marginal and, in some cases, mosquito-breeding areas.

I believe it incumbent upon the Conference of Mayors or a similar group to convince those of its members whose communities would be benefited to accept the responsibility of solving the problem. To illustrate the point, it might be well to take a careful look at the benefits derived by the communities which have encouraged properly conducted sanitary landfills. There is clearly the need to encourage suitably located additional regional sanitary landfills. This would satisfy the clamor for additional competitive

regional landfills which, whether they are to be under governmental or private enterprise management, may be weighed at the appropriate time.

It has been said by State officials that landfill should not cost less than \$2.00 per ton. The current going price is in this range or somewhere below in the New Jersey area. For example, New York gets \$2.15 per cubic yard which is nearly five times this price.

We are in accord with regional disposal. We know that under private enterprise the job can be done better and cheaper. Regulation of collection and disposal at the State level I personally believe to be a forward step. We have expressed our desire to cooperate toward this progressive step for the last five years. Logically it must be done, in my opinion, by the Department of Health. We sincerely hope you pass enabling legislation soon.

That's my statement.

SENATOR WALDOR: Thank you, Mr. Lippman.

You indicated that you were affiliated with Roselle, Fereday and Meyer, that you are the President of that Corporation?

MR. LIPPMAN: No, sir. Roselle, Fereday and Meyer is a joint venture. I said I was President of Fereday and Meyer. I am one of the partners in Roselle, Fereday and Meyer.

SENATOR WALDOR: Just so we get the record straight on this, Mr. Lippman, you are President of Fereday and Meyer. Is that correct?

MR. LIPPMAN: And Disposal Areas, Inc.

SENATOR WALDOR: Who trade as Disposal Areas, Inc.

MR. LIPPMAN: That's correct.

SENATOR WALDOR: And whose offices are at 864 Olive Street, Elizabeth, New Jersey?

MR. LIPPMAN: And 48 Commerce Street in Newark.

SENATOR WALDOR: 48 Commerce Street in Newark, also, which is your office personally, is that right?

MR. LIPPMAN: That's right.

SENATOR WALDOR: Now, do you as President of Fereday and Meyer, or Disposal Areas, Inc., - do you have any interest in or are you affiliated with Peter Roselle & Sons?

MR. LIPPMAN: Yes, we are associated in a joint venture.

SENATOR WALDOR: So that, therefore, you would be involved -- is that a corporation, incidentally, Peter Roselle & Sons?

MR. LIPPMAN: It's a joint venture. Oh, Peter Roselle, I believe it's a corporation.

SENATOR WALDOR: Well, are you an officer of that corporation?

MR. LIPPMAN: No, I have no interest.

SENATOR WALDOR: I'm sorry, then I misunderstood you. You have no interest whatsoever in Peter Roselle & Sons?

MR. LIPPMAN: No, sir, none whatsoever.

SENATOR WALDOR: So that you are not involved in any way with the four corporations that presently operate

the Municipal Sanitary Landfill Authority.

MR. LIPPMAN: No, sir.

SENATOR WALDOR: Now, do you have an interest in or are you an officer of Roselle, Ferreday & Meyer?

MR. LIPPMAN: I am.

SENATOR WALDOR: Is that the same corporation which you mentioned before as being named Fereday & Meyer?

MR. LIPPMAN: Yes.

SENATOR WALDOR: So is it incorrect, the name, when I mention Roselle, Fereday & Meyer? Is that an incorrect name?

MR. LIPPMAN: That is for purpose of simplification of the operation. Actually it is a joint venture operating as a corporation.

SENATOR WALDOR: Operating as Disposal Areas, Inc.?

MR. LIPPMAN: No, no. They are two different things. Roselle, Fereday & Meyer, a joint venture was our original designation.

SENATOR WALDOR: Correct.

MR. LIPPMAN: The accountant would have to give you the exact definition. Recently we formed a corporation which is, in effect, the joint venture.

SENATOR WALDOR: How recently was that, Mr. Lippman?

MR. LIPPMAN: My recollection is, less than two years ago.

SENATOR WALDOR: And are you involved in any way, either as a stockholder or an officer or do you have an interest in Roselle-Stavola Sanitary Landfill?

MR. LIPPMAN: I am not an officer. I have a very minor interest, yes.

SENATOR WALDOR: And their offices are in Neptune, New Jersey. Is that correct?

MR. LIPPMAN: Yes.

SENATOR WALDOR: They are in the landfill business as contrasted to the collection phase?

MR. LIPPMAN: They are in both, to the best of my knowledge.

SENATOR WALDOR: And Fereday & Meyer are also in both, collection and landfill?

MR. LIPPMAN: Fereday & Meyer is a collection business. Disposal Areas, Inc. is the operator of the disposal area under the lease of Fereday & Meyer.

SENATOR WALDOR: And how about the Shrewsbury Disposal, Inc., are you in any way connected with that?

MR. LIPPMAN: The name is not familiar to me.

SENATOR WALDOR: In Red Bank, New Jersey?

MR. LIPPMAN: Oh, I have no affiliation with them.

SENATOR WALDOR: You have no affiliation with them.

MR. LIPPMAN: No.

SENATOR WALDOR: Do you have any affiliation in Colts Neck?

MR. LIPPMAN: None.

SENATOR WALDOR: With any operation in Colts Neck?

MR. LIPPMAN: None.

SENATOR WALDOR: You do not.

MR. LIPPMAN: No.

SENATOR WALDOR: Now, are you familiar, Mr. Lippman, - you say you've been in the business for how many years?

MR. LIPPMAN: I've been in it pretty close to 40 years. My family was in it since the turn of the century.

SENATOR WALDOR: And are you personally familiar with the bidding practices and the awarding of contracts?

MR. LIPPMAN: Very definitely.

SENATOR WALDOR: Can you tell us, sir, whether or not Fereday & Meyer, who are exclusively in the collection phase, as I understand it, of the business, have any contracts for collection in Essex County?

MR. LIPPMAN: In Essex County? No, none.

SENATOR WALDOR: And you indicate, and just again for the purposes of clarification, that you had no affiliation with Peter Roselle & Sons, --

MR. LIPPMAN: That's correct.

SENATOR WALDOR: -- whatsoever.

MR. LIPPMAN: In the area of ownership, no. We are associated in business together, in effect we're partners on the joint venture.

SENATOR WALDOR: In the Fereday & Meyer operation.

MR. LIPPMAN: That is correct.

SENATOR WALDOR: But you personally have no financial interest in Peter Roselle & Sons.

MR. LIPPMAN: None whatsoever.

SENATOR WALDOR: Where is it, Mr. Lippman, that Fereday & Meyer have contracts? They have one in Elizabeth, do they not?

MR. LIPPMAN: In Elizabeth and Roselle Park - this is part of the joint venture, Roselle Park, and in Hillside under the name of Feredy & Meyer alone.

SENATOR WALDOR: And also in Union Beach, Keyport?

MR. LIPPMAN: That is part of the joint venture, yes.

SENATOR WALDOR: Yes. You're the President of the corporation, aren't you?

MR. LIPPMAN: No, I'm not.

SENATOR WALDOR: Of Fereday & Meyer?

MR. LIPPMAN: Fereday & Meyer, yes.

SENATOR WALDOR: Well those contracts in Union Beach and Keyport then have not been awarded to Fereday & Meyer but to someone else.

MR. LIPPMAN: Keyport is under the joint venture. Union Beach was formerly operated under that name. I think we lost that one.

SENATOR WALDOR: And are you involved in any way in Howell Township, Brick Township, Point Pleasant, Point Pleasant Beach or Belmar?

MR. LIPPMAN: Only through my ownership of a small amount of corporate stock in Roselle-Stavola.

SENATOR WALDOR: And does that apply also to Shrewsbury Township, Colts Neck Township?

MR. LIPPMAN: It does.

SENATOR WALDOR: In other words - you have no stock in Stavola and Palmer, do you?

MR. LIPPMAN: None whatsoever.

SENATOR WALDOR: Do you know of the contracts for

collection that are presently held by the firm of which you are President, the municipal contracts?

MR. LIPPMAN: Yes.

SENATOR WALDOR: What are they?

MR. LIPPMAN: Hillside is the only one in Fereday & Meyer. The joint venture, as I said, has Roselle Park and Elizabeth and Keyport.

SENATOR WALDOR: Now you indicated in your testimony thus far, in the giving of your statements, that there are two sides to the coin or two edges to the sword or some such statement.

MR. LIPPMAN: That's correct.

SENATOR WALDOR: That's correct?

MR. LIPPMAN: That's correct.

SENATOR WALDOR: You further indicated that contractors have been browbeaten by municipalities. Is that right?

MR. LIPPMAN: That's correct.

SENATOR WALDOR: Can you tell us of a municipality, Mr. Lippman, that has browbeaten the corporation of which you are the President, and caused you, as a result of the browbeating to reduce your bid or to give up the contract?

MR. LIPPMAN: Well, under that phraseology, no.

SENATOR WALDOR: Well, I'm not trying to trap you by words. Suppose you tell me what you meant by the statement that you made that municipalities browbeat contractors.

MR. LIPPMAN: Well, I was an unsuccessful bidder in a particular municipality, not too long ago. One of the

requirements was an \$80,000 bid check. Now the average businessman doesn't have \$80,000 available to make out a check against a checking account, as you can understand. So the simplest way to do it was to get the money from the bank. I put up my deposit, the bids were put in, I was the second bidder. There was never any expressed intention on the part of the municipality to award. They informed me that they were going to take a second round of bids and whichever one of the two was lower they were going to make up their mind whether they were going to throw out the first bid after they got the second one. I said, "Well, I'm not a lawyer but that seems to be somewhat unusual."

SENATOR WALDOR: What town are you referring to, Mr. Lippman?

MR. LIPPMAN: Long Branch. So I made several visits to the officials of the municipality, including some of the Councilmen, and I said, "I want my check back because I have no intention of bidding." So they, nevertheless, held my check for a full one month. I don't know what their records show but I think the day before they took the bids the second time around and during the interim put the job out for purchase of trucks - and I went down to see the officials of the town and they said, "Well, we're just putting on a power play to get the best price we can. We think that the price is too high."

SENATOR WALDOR: Do you regard this as being brow-beaten?

MR. LIPPMAN: No. He said, "This is a power play and we're going to get the price down lower," And they did.

SENATOR WALDOR: Not from you.

MR. LIPPMAN: Not from me, no.

SENATOR WALDOR: And is this the only example you can give us of what you refer to as browbeating by municipalities of the contractors?

MR. LIPPMAN: Well, I can search back in my memory, I'm sure, and cite instances where, with all proper intention - I don't mean that they did anything necessarily irregular but I know where heads of municipalities have said, "Now you're getting so much and we will not pay over so much for the job, and if the job goes for a higher price than that, we're going to do the job ourselves or we're going to throw them out."

SENATOR WALDOR: Don't you regard that as being the function of the municipal officials?

MR. LIPPMAN: Well, I do not regard it as part of regularly constituted competitive bidding, no.

SENATOR WALDOR: I see. You do not regard that as a part of regularly constituted competitive bidding.

MR. LIPPMAN: I think, if you're talking about ethics, it should be on both sides.

SENATOR WALDOR: Let's get to competitive bidding for a moment, Mr. Lippman. You have been in the business for many years and you've been in both the collection phase as well as the dumping phase, so to speak. Is that correct?

MR. LIPPMAN: That's correct.

SENATOR WALDOR: Now have you, during the course of your experience in this business, consulted with other individuals before bidding - other contractors, I should say, before bidding on a job in any given municipality?

MR. LIPPMAN: No.

SENATOR WALDOR: You never have.

MR. LIPPMAN: I've given advice to smaller contractors in which I had no interest, was not bidding or anything like that. They'd come to me, by virtue of my experience, and ask my advice. But never anything in connection with any bidding which I would directly or indirectly have any part of.

SENATOR WALDOR: I'm talking about when you had the intention of bidding on a contract in a given municipality --

MR. LIPPMAN: No.

SENATOR WALDOR: -- have you consulted with, during your experience in this business --

MR. LIPPMAN: Never.

SENATOR WALDOR: -- any other contractor?

MR. LIPPMAN: Never.

SENATOR WALDOR: You never have?

MR. LIPPMAN: Never.

SENATOR WALDOR: Have you or has the corporation of which you are President, or the joint venture in which you are engaged, had the occasion of bidding on contracts in Orange in the last several years?

MR. LIPPMAN: Not in recent years, no. I think I bid - in my recollection I may have bid 20 years ago but

I'm not sure.

SENATOR WALDOR: Since that time, you haven't.

MR. LIPPMAN: No.

SENATOR WALDOR: Incidentally, you have the contract in East Orange - oh, no you don't, that's Peter Roselle.

MR. LIPPMAN: No, I do not.

SENATOR WALDOR: How long have you had the contract in Elizabeth?

MR. LIPPMAN: Under the joint venture, 7 years, 8 years. Prior to that, with a lapse of the period of one contract in between, I had it for 20 odd years and I lost it.

SENATOR WALDOR: You lost it for a certain period of time and then you came back and were the successful bidder again. Is that correct?

MR. LIPPMAN: Yes.

SENATOR WALDOR: Now, how long is the term of your present contract in Elizabeth?

MR. LIPPMAN: Five years. It has two more years.

SENATOR WALDOR: Two more years to run?

MR. LIPPMAN: About that.

SENATOR WALDOR: So that it was approximately 1966 when you were the successful bidder in Elizabeth, is that correct?

MR. LIPPMAN: I think so.

SENATOR WALDOR: And do you recall, Mr. Lippman, how many other bidders there were on that contract?

MR. LIPPMAN: I wouldn't recall exactly.

SENATOR WALDOR: So, obviously, if you don't recall how many others, you certainly don't remember who the others were.

MR. LIPPMAN: No, I do not.

SENATOR WALDOR: Do you have that information available?

MR. LIPPMAN: Well, I don't know whether I have it available but by referring to the records in the municipality --

SENATOR WALDOR: Well, there's no question about that. I'm asking do you have them available.

MR. LIPPMAN: I don't think so unless I may have a slip of paper with the names of the bidders. When the bids are read out I very frequently make a list of the bidders and their various alternates to check whatever it is. Now whether I still retain them for the particular jobs you have in mind, I wouldn't know.

SENATOR WALDOR: Mr. Lippman, do you know of your own knowledge of any instances in any municipalities where contractors have gotten together to determine who the high bidder would be, who the low bidder would be and who the middle bidders would be?

MR. LIPPMAN: I never heard of it.

SENATOR WALDOR: You never heard of it.

MR. LIPPMAN: No.

SENATOR WALDOR: And you indicated before in your statement, and I think I'm quoting you correctly, that you know of no area, and I assume you were referring to

geographical area, where a municipality can't find a location to dump.

MR. LIPPMAN: That is correct.

SENATOR WALDOR: You were in the room when Mr. Malanka testified, were you not?

MR. LIPPMAN: I was.

SENATOR WALDOR: Did you hear his testimony?

MR. LIPPMAN: I did.

SENATOR WALDOR: Did you hear him say that he did not have, by reason of the composition of the people who presently dump on his site - he did not have sufficient room available for municipalities or anyone else to dump on his site?

MR. LIPPMAN: I don't know his condition but that's in no way a contradiction of what I said.

SENATOR WALDOR: Well, fine, let's get to that, but did you hear him say that?

MR. LIPPMAN: I heard him say it, yes.

SENATOR WALDOR: Now, can you tell me, Mr. Lippman, or tell this Commission where, in reasonable proximity to the municipalities in suburban Essex County, land is available for them to dump?

MR. LIPPMAN: I can.

SENATOR WALDOR: Where?

MR. LIPPMAN: For example in the very town that Mr. Malanka is in, Secaucus; Kearny.

SENATOR WALDOR: Mr. Lippman, not to interrupt you, sir, but when you refer to the very town that Mr. Malanka

is in, are you referring to the dump site that he operates?

MR. LIPPMAN: I am not.

SENATOR WALDOR: I see. You're referring to something entirely different.

MR. LIPPMAN: We're referring to geography now.

SENATOR WALDOR: Are there dump sites other than Mr. Malanka's operated in Secaucus?

MR. LIPPMAN: No, sir. May I say, pardon me, I don't know.

SENATOR WALDOR: Oh, but what you're saying, in effect, is that the land is available whether it's - even though or notwithstanding the fact that it isn't used for the purposes of landfill or dump site operations at the present time.

MR. LIPPMAN: I go further than that. I say that there are many municipalities, I thought I emphasized it there, that would be benefitted by permitting landfills within their areas.

SENATOR WALDOR: Well, do you know of any existing dump site or landfill operation that is presently being operated that makes its facilities available to municipalities to dump on their ground?

MR. LIPPMAN: Yes.

SENATOR WALDOR: Where?

MR. LIPPMAN: Mine.

SENATOR WALDOR: Where is that, sir?

MR. LIPPMAN: In Elizabeth.

SENATOR WALDOR: And where is that located and what name - is that under Disposal Areas?

MR. LIPPMAN: Disposal Areas.

SENATOR WALDOR: And you would, sir, -- did you receive a notice from the City of Orange recently?

MR. LIPPMAN: I think I did.

SENATOR WALDOR: Did you respond to that notice?

MR. LIPPMAN: I did not.

SENATOR WALDOR: Can you tell us why you did not, Mr. Lippman?

MR. LIPPMAN: Because the specifications weren't written apparently to receive responses.

SENATOR WALDOR: Tell us what part of the specifications were not written to receive responses.

MR. LIPPMAN: The period of time, the --

SENATOR WALDOR: What, for example? Five years?

MR. LIPPMAN: Five and nine years, or eight years.

SENATOR WALDOR: Well, the dump site or the landfill operation that you operate in Elizabeth is owned - the land is owned by you?

MR. LIPPMAN: No, sir.

SENATOR WALDOR: Who is it owned by?

MR. LIPPMAN: It's under lease to me.

SENATOR WALDOR: From whom?

MR. LIPPMAN: From the Central Railroad.

SENATOR WALDOR: And how long is the period of your present lease?

MR. LIPPMAN: My present lease is to 1971 with a renewal to 1976.

SENATOR WALDOR: So that you will be there until 1976,

assuming that you are desirous of renewing the option, is that correct?

MR. LIPPMAN: I hope longer.

SENATOR WALDOR: Well at least until that time under the terms of your present lease, is that correct?

MR. LIPPMAN: Correct.

SENATOR WALDOR: Now, why is it then, Mr. Lippman, that a five year term, which the City of Orange called for in seeking available sites for their dumping, was not satisfactory to you?

MR. LIPPMAN: I didn't see fit to comply with -- had I had the time to, I believe that the bid came to my attention a little too late to do anything but had I had time to I still would not have been interested because if they're going to use my facilities they're going to use them on the terms that I think are proper and they're not going to dictate to me what the depth of a hole is. For example, I'm subject to correction but if I remember the specifications which I looked over very briefly, it mentioned that no holes more than 5 inches in depth shall be permitted on the road. Well, when you're operating a dump or a disposal area or a landfill, anyone that knows the business knows that under certain weather conditions that is an impossible specification and I, for one, wouldn't want to put my --

SENATOR WALDOR: Did you communicate that to Orange?

MR. LIPPMAN: I had no obligation to communicate to Orange.

SENATOR WALDOR: I didn't ask about an obligation, did you communicate that information to Orange?

MR. LIPPMAN: No. I think I did at a later date to Mayor Monica.

SENATOR WALDOR: But at the time that this was called for, you did not indicate to him what parts of the specification.

MR. LIPPMAN: No.

SENATOR WALDOR: And you didn't indicate how the specifications might be corrected or cleared up to suit the purposes of your operation so that they could dump there.

MR. LIPPMAN: Any municipality that wanted to use our place never had a problem.

SENATOR WALDOR: Well what municipalities do use your place that are engaged in the collection business themselves.

MR. LIPPMAN: Several.

SENATOR WALDOR: Who?

MR. LIPPMAN: In the first place, the municipalities of Millburn and Summit had an overnight problem come up. I have never met the people who had the responsibility. They called up and made arrangements over the telephone. We quoted them a price and they subsequently made the arrangement for a one-year period and I think that they will tell you that there was no problem about it. We have had Kenilworth for several years.

SENATOR WALDOR: Under contract?

MR. LIPPMAN: Under contract.

SENATOR WALDOR: Do they operate their own collection?

MR. LIPPMAN: They operate their own. On special occasions we've had the municipality of Garwood come in with clean-up and things like that.

SENATOR WALDOR: Well, those are special situations. I'm talking about people who regularly dump at your site and you've indicated that Kenilworth has been with you for some period of time.

MR. LIPPMAN: Yes, and Summit.

SENATOR WALDOR: And Millburn has been with you for a year, more or less.

MR. LIPPMAN: No, just since their problem came up.

SENATOR WALDOR: All right. Now, let me ask you this, Mr. Lippman. You testified that you believed - or I think you did -- there should be some regulation in this business, did you not?

MR. LIPPMAN: I've advocated that for ten years.

SENATOR WALDOR: All right. You've also indicated, by virtue of the statement that you just made, that you have land available and in operation for the benefit and use of municipalities. Is that correct?

MR. LIPPMAN: That's right.

SENATOR WALDOR: You further indicated that you had no obligation to the City of Orange to respond to their invitation to bid.

MR. LIPPMAN: That's right.

SENATOR WALDOR: Which, of course, as a private business man, is probably so.

MR. LIPPMAN: May I supplement my statement - the Town of Irvington has also been dumping with us and has for, I think, 13 years.

SENATOR WALDOR: Do they have a private collection system?

MR. LIPPMAN: They have their own municipal collection. I'm sorry I omitted this.

SENATOR WALDOR: Now, Mr. Lippman, you're a business man and you have no obligations but you do seek this type of business, do you not?

MR. LIPPMAN: That's right.

SENATOR WALDOR: And you don't reject persons or municipalities from dumping their garbage on your site simply because you don't like the color of their eyes, or anything of that nature.

MR. LIPPMAN: I never have.

SENATOR WALDOR: Would it not have been a normal business practice, Mr. Lippman, to have communicated with Orange or other municipalities to tell them wherein their specifications were unsatisfactory to you?

MR. LIPPMAN: If they had asked me, I would have been very happy to.

SENATOR WALDOR: Well they did ask you, didn't they?

MR. LIPPMAN: No, they didn't. They merely sent us a bid proposal blank by mail. No one ever communicated with me.

SENATOR WALDOR: Well isn't that, in effect, Mr. Lippman, an invitation or asking you to make your grounds

available to them under the specifications?

MR. LIPPMAN: No. In all businesses we get requests for proposals both from industry and municipalities. If it's something of interest, we comply; and if it doesn't, we throw it in the wastepaper basket.

SENATOR WALDOR: I see. Now, Mr. Lippman, you have one ground that's available, can you tell us any others in North Jersey that to your knowledge are available and in operation? I am not talking about vacant land that hasn't ever been used for these purposes because perhaps this Commission will come up with legislation to that effect, but I'm talking about land that is presently being used as a dump site or landfill operation that is available to municipalities, who are engaged in their own collection, to use for that purpose.

MR. LIPPMAN: I can only tell you from hearsay.

SENATOR WALDOR: But you indicated in your testimony that there was no area where people can't dump, or municipality.

MR. LIPPMAN: I still say that but that has nothing to do with currently being operated as a landfill.

SENATOR WALDOR: In other words, what you are saying is that all the vacant land in New Jersey that is suitable for dumping operations is available to municipalities if the municipalities in which it's located would make it available. Right?

MR. LIPPMAN: And why not?

SENATOR WALDOR: Well, we're not going to argue that

question but that's what you're saying, isn't it?

MR. LIPPMAN: That's right.

SENATOR WALDOR: So you do not mean that persons who are currently operating dump sites or landfill operations make their land available to municipalities for the purpose of dumping.

MR. LIPPMAN: Oh, I know that they do but I don't know the interworkings of their business and I can't tell you to what extent but I can name several areas, for instance the Ringlieb operation up in Parsippany-Troy Hills; the operations down in the northern part of Middlesex County, but it would be entirely observation from the road and hearsay.

SENATOR WALDOR: But you don't actually know.

MR. LIPPMAN: I don't actually know. They don't tell me their business any more than I tell them mine but I see municipal trucks going into them.

SENATOR WALDOR: So that when you said it is not a question of site scarcity but rather of --

MR. LIPPMAN: There is no site scarcity.

SENATOR WALDOR: There is no site scarcity --

MR. LIPPMAN: No.

SENATOR WALDOR: -- because of the vacant land in the State of New Jersey. That's what you mean.

MR. LIPPMAN: I base it further than that.

SENATOR WALDOR: Well let me ask you this.

MR. LIPPMAN: May I interject, please?

SENATOR WALDOR: Please do.

MR. LIPPMAN: When I was on the State Planning Board in 1937, at my request, there was a survey made at that time and since then I have been insistent that the responsibility is on the part of the municipalities where the municipality would be benefitted by putting a disposal area within their limits. But, unfortunately, public opinion has not yet been acquainted with the difference between the old type dump and the present properly conducted landfill. A properly conducted landfill, according to Chapter 8, should not or could not be a nuisance. But, unfortunately, if two men are running for office and one says that we should have a landfill in town and the other one is against it, the fellow that's against it is almost sure to get elected.

SENATOR WALDOR: Well, Mr. Lippman, without going into that because I really don't think that serves to enlighten us any concerning the problems we are presently confronted with and the municipalities appear to be, let me ask you this. Do you have any contracts with anyone at all, either private contractors or municipal contractors or municipalities in excess of one year for dumping on your --

MR. LIPPMAN: Yes.

SENATOR WALDOR: What is the longest contract that you have with anyone?

MR. LIPPMAN: I think for a little over four years to go with Irvington.

SENATOR WALDOR: And it originally had been a five-year contract?

MR. LIPPMAN: Originally it was a ten-year contract.

SENATOR WALDOR: Oh, originally it was a ten year contract.

MR. LIPPMAN: That's right.

SENATOR WALDOR: So that your objections to the specifications sent you, or the invitation to bid, from Orange, were not based upon the five-year provision in the contract because you --

MR. LIPPMAN: Yes, it was.

SENATOR WALDOR: It was?

MR. LIPPMAN: Yes.

SENATOR WALDOR: Well, will you distinguish for us, Mr. Lippman, the difference between a ten-year contract with Irvington and a request by Orange for a five-year contract?

MR. LIPPMAN: As you indicated, any businessman can make a mistake. I made a mistake, in looking at it in retrospect. Six years ago I gave Irvington a contract. They are now paying approximately 16¢ a yard with a going price of 50¢, and if I could find a way of terminating that contract, I'd be very happy to because I am operating it at a loss. That was at a time when I thought economic conditions were somewhat static. I don't think anybody in this room would say that they're static today. I think, with inflation, with the cost of labor, I am not willing to take any contract for a period beyond the minimum that I can get it for and I certainly wouldn't consider any five-year contract today.

SENATOR WALDOR: With anyone.

MR. LIPPMAN: With anyone.

SENATOR WALDOR: Private contractor or otherwise.

MR. LIPPMAN: With anyone.

SENATOR WALDOR: Now let's get to the increased cost, Mr. Lippman, for a moment. How many employees do you have at your Elizabeth site?

MR. LIPPMAN: Approximately 12.

SENATOR WALDOR: And they're involved specifically in the operation of the dump.

MR. LIPPMAN: I'm speaking of just these.

SENATOR WALDOR: Right. We're not talking about administrative personnel at the moment, we're talking about the men who work out on the land itself. Is that right?

MR. LIPPMAN: That's right. And we have to have 24 hour watchman service down there, and such things as that. Directly for the operation of the disposal area.

SENATOR WALDOR: What was the increase in your costs - incidentally, are they unionized or are they not?

MR. LIPPMAN: Some are, most of them are not.

SENATOR WALDOR: I'm talking about your operation. Some are in your operation and some are not.

MR. LIPPMAN: No. In the collection business they're all --

SENATOR WALDOR: I'm speaking about the dump site.

MR. LIPPMAN: No, they are basically not.

SENATOR WALDOR: Do you operate under contracts with them or do you pay them as any other employee on a weekly basis without a contract?

MR. LIPPMAN: Both.

SENATOR WALDOR: You have contracts with some of your employees, is that correct?

MR. LIPPMAN: That's right.

SENATOR WALDOR: What is the - if you know, what is the percentage increase in your labor costs with those people, let us say, between two years ago and today?

MR. LIPPMAN: Sixty percent.

SENATOR WALDOR: Two years ago?

MR. LIPPMAN: Sixty percent.

SENATOR WALDOR: And are you in the same position as Mr. Malanka where your average wage is \$225 a week?

MR. LIPPMAN: I would say somewhere - we're within range, I can't, without referring to the records - I wouldn't know.

SENATOR WALDOR: As contrasted to approximately \$140 a week or \$135 a week two years ago?

MR. LIPPMAN: Somewhere within that range.

SENATOR WALDOR: Well when you say, somewhere within that range, you mean literally within that range? I'm not trying to pin you down specifically.

MR. LIPPMAN: I have gotten to the age where I have to remember bottom lines, I can't remember details.

SENATOR WALDOR: Well I like bottom lines, too.

MR. LIPPMAN: The bottom line is - percentagewise, that's it. I can't give you anything else.

SENATOR WALDOR: That in two years the increase in your labor cost at your Elizabeth site has been 60%.

MR. LIPPMAN: The over-all operation, that's right.

The operational costs have gone up 60%.

SENATOR WALDOR: You are referring to labor now.

MR. LIPPMAN: Yes, labor and equipment operations.

SENATOR WALDOR: I'm talking about labor now. Would you say that's gone up 60%?

MR. LIPPMAN: I can't divide it for you but somewhere in that range.

SENATOR WALDOR: Now, how about the collection contract in Hillside, how long have you had that, Mr. Lippman?

MR. LIPPMAN: I took it from the bonding company on a default, 1937.

SENATOR WALDOR: And you've had it continuously ever since?

MR. LIPPMAN: That's right.

SENATOR WALDOR: Under three, five year contracts, or what?

MR. LIPPMAN: From one to 5 years, depending on which particular job. It varied.

SENATOR WALDOR: On each of those years when a contract was to become renewable, did you have other bidders bidding in that municipality?

MR. LIPPMAN: Very definitely.

SENATOR WALDOR: In each of the years.

MR. LIPPMAN: Very definitely. That's the reason for the variation where there are two or three alternates. I'm very happy to say that the municipal officials saw fit, where I was beaten out on one or more alternates, to give it to me on the alternate I happened to be low on.

SENATOR WALDOR: And are the bidders, as far as you know, over this period of time the same each year in Hillside?

MR. LIPPMAN: No.

SENATOR WALDOR: They have changed?

MR. LIPPMAN: There have been occasions, I think I'm correct, when I was the only bidder. There have been occasions, and again I would have to depend on my memory, when there were as many as 6 or 8 bidders. I can't give you that definitely but I'd say that's the range.

SENATOR WALDOR: Senator Musto?

SENATOR MUSTO: No questions.

SENATOR WALDOR: Will the record show that Assemblyman Owens is present and has been for some time. I'm sorry.

Assemblyman Dodd?

ASSEMBLYMAN DODD: Mr. Lippman, you said when you received the bid from Orange it was unacceptable as far as the specifications were concerned, such as pot holes or the road conditions or whatever minute details. Would you have negotiated or have been willing to negotiate had the City contacted you further?

MR. LIPPMAN: It's possible, but when I looked at them, referring to restrictive bidding, it looked to me as if that were tailormade for one particular bidder. Now I may be wrong but that's my opinion.

SENATOR WALDOR: Assemblyman Owens?

ASSEMBLYMAN OWENS: I would just like some amplification on your last comment, your conclusion, - what led you to the conclusion that one specific bidder was intended?

MR. LIPPMAN: Well, Assemblyman, that is my personal opinion from my experience in reading specifications and questionnaires, and I thought it was quite a coincidence, sir, that the length of the contract coincided very largely with the ability to perform of one particular landfill area. I don't know any other landfill area that would be in a position to qualify for the term. And, for example, when I bid - usually we think in terms of round figures, I think most people think in terms of round figures, and, as a businessman, when I see an odd number I very often look at it very carefully to see what is back of that particular thing and what the purpose is. I am not making that as an assertion, it's an opinion and not necessarily a conclusion.

ASSEMBLYMAN OWENS: Thank you.

SENATOR WALDOR: Assemblyman Vreeland?

ASSEMBLYMAN VREELAND: This situation that you describe, Mr. Lippman, with regard to Orange in which you said or implied that the specifications were designed for a specific bidder, is that a reasonable conclusion?

MR. LIPPMAN: Yes, sir.

ASSEMBLYMAN VREELAND: In other words, we could classify that as a rigged bid, so to speak, could we not?

MR. LIPPMAN: Well, I wouldn't go so far as to say that, Assemblyman. I would say, charitably, that it looked to me as if it were tailored for one particular bidder.

ASSEMBLYMAN VREELAND: Will you explain to me further what you mean by this 5 inch pothole thing, what is that?

MR. LIPPMAN: If I had a copy of the specs I could point it out to you but I don't happen to have it. My recollection is it specified that the road shall be kept in passable condition and there shall never be any holes more than 5 inches in depth on the entry road.

ASSEMBLYMAN VREELAND: The road to what?

MR. LIPPMAN: To whoever was the successful bidder.

ASSEMBLYMAN VREELAND: What has that got to do with the contract, really?

MR. LIPPMAN: Well, it's a little unusual --

ASSEMBLYMAN VREELAND: Suppose you bid this, Mr. Lippman, what control would that have over you?

MR. LIPPMAN: May I explain it, sir?

ASSEMBLYMAN VREELAND: Yes.

MR. LIPPMAN: Because I have several different customers and it would in effect make it incumbent upon me, to meet the particular specifications of one particular customer, namely, Orange, to go in some cases to considerable expense, if it were possible to do, and in many cases it would be impossible of performance in bad weather, to keep my road in condition that there should never be more than a five inch hole. For example, you see, garbage going into a new area, the ground underneath is not always firm ground and, as you can see, in wet weather it would very often sink away and you might have - I don't want to pick numbers but it could be 18 inches instead of 5 inches, and I didn't see that I should put myself on the spot with Orange and be in default on a thing like that.

ASSEMBLYMAN VREELAND: In other words, their purpose, undoubtedly, was to protect their equipment.

MR. LIPPMAN: I'm not criticizing their purpose. I think that that could have been their purpose. But I would say this, that had those specifications been written by someone who was thoroughly experienced in operating landfills, they would have felt it was pretty much unusual. It has been done. It's not the only case, but it's unusual.

ASSEMBLYMAN VREELAND: You mentioned in the early part of your testimony that one of the problems of bidding had to do with buying additional equipment.

MR. LIPPMAN: Yes, sir.

ASSEMBLYMAN VREELAND: Let's speak, for example, of trucks. What is the useful life of the truck that would be used to pick up garbage.

MR. LIPPMAN: Well, that's a matter of opinion. I have learned in the last few years that if you change your trucks every three years, with the down time, - for instance, the City of New York during that strike period, you may have read it in the paper that the average age of a truck was 7 years and their down time, this has to be from memory, was 30 or 40 percent down time. I'm happy to say that the efficiency of my associates is such that we have new equipment and down time is not a factor.

ASSEMBLYMAN VREELAND: Okeh. Now do you capitalize your investment on this equipment?

MR. LIPPMAN: Yes.

ASSEMBLYMAN VREELAND: Over how long a period, would

you say?

MR. LIPPMAN: I think we do it on a double declining basis, sir, and we find it advantageous to change every three years.

ASSEMBLYMAN VREELAND: Am I correct then in assuming that if you are bidding on new specifications and your equipment you don't feel is adequate that you would have to then build that bid up in order to justify the investment for the additional equipment?

MR. LIPPMAN: Well, may I take it in reverse, with your permission?

ASSEMBLYMAN VREELAND: Go ahead.

MR. LIPPMAN: To give a specific case, when I lost Elizabeth I had 15 trucks lying idle. I had an operation where I had personnel who had been with me many years that I wanted to protect and keep until sometime when I was lucky enough to get back on my feet again. Now I bid on everything in sight, at prices which were not even sound business, just to keep them operating. I finally ended up, when I couldn't get anything else, I went up and took privates up in Maplewood and South Orange just to keep my organization rolling until such time as I could get back on my feet again. Now if a job came out at that particular time when I had 15 trucks, that needed ten or twelve trucks, I would have been pretty tough to beat. But today, if I had to go out and buy the same number of trucks as I indicated, by rule of thumb it takes the total income of any garbage job 8 or 10 months to just pay for the trucks that you use on say a 3 year job.

In other words, 8 to 10 months of the three year job are taken up just to pay for your trucks, not for your salaries, not for your overhead, not for your profit, not for your contingencies, but it takes that time to pay for the trucks.

Now, obviously, if I'm going in to bid a job, unless I think I'm going to get it again, I cannot afford to take a job for a year because I can recapture my money. Ordinarily, when conditions are static, we try to figure on a five year job but today, to militate against the ability to amortize your equipment, you've got an inflationary market, both in labor and everything else, so that it's not sound business to take a five-year job. And if I were bidding a job at this time, unless I could put in a contingency to protect myself, I wouldn't even want a three year job today.

ASSEMBLYMAN VREELAND: But you would take a ten year job.

MR. LIPPMAN: No, I wouldn't.

ASSEMBLYMAN VREELAND: It's inconsistent, isn't it?

MR. LIPPMAN: Maybe I didn't understand your question, Assemblyman.

In the first place, in collection, although I think the statute permits it, I don't recall any case where there's been a ten year job given out in New Jersey in many years. I think five years is about the limit. I did give a disposal contract which directly required no labor. So if we had a run-away labor market I still could absorb, which I'm doing now, any loss which I would have on this in my over-all operation of the disposal area.

ASSEMBLYMAN VREELAND: Thank you very much.

SENATOR WALDOR: Senator Crabiel?

SENATOR CRABIEL: Mr. Lippman, going back to your original or the start of your testimony, when you talked about the \$80,000 check, now this was a bid to the City of Long Branch and it was under specification.

MR. LIPPMAN: It was in the specification, yes.

SENATOR CRABIEL: To require a check and/or a bond? Did it require a check and a bond?

MR. LIPPMAN: I think it required a check, if I remember correctly, and a letter of intent or a bid bond. I would have to refresh my memory. But I do know that I paid \$426 to the bank for it, that I remember.

SENATOR CRABIEL: Did the specifications also say that the municipal authorities had up to 30 days to award the contract?

MR. LIPPMAN: I don't recall but it's not unusual. Usually they have that right.

SENATOR CRABIEL: Well, isn't it good, prudent government on the part of the officials of Long Branch then to make every effort to satisfy themselves that they have a good bid?

MR. LIPPMAN: I think the matter of intent should be brought in there, sir. When they admittedly are trying to hit below the belt --

SENATOR CRABIEL: Wait, I resent that. I resent this in your speech here and I resent this again when you say admittedly they were trying to hit below the belt. As

I understand your testimony and as I understand the answer you have just given to me, the specifications allow this and that's very normal in public bidding that the public authority has 30 days and the cost of a certified check is the cost of bidding.

MR. LIPPMAN: Maybe I didn't make it clear, Senator. They were trying to hold the first bid and take a second bid before they rejected the first one. I am sure that that is not the usual procedure. It isn't in my years of business. I've never heard of it happening before.

SENATOR CRABIEL: It's hard for me to conceive how that would comply with the law because the law requires advertising for a second bid.

MR. LIPPMAN: They advertised for the second bid before they rejected the first one. That's the matter that I brought up.

SENATOR CRABIEL: My point is, sir, that this is the normal cost of doing business.

MR. LIPPMAN: Not to have two sets of proposals out at the same time on the same job with the same requirements.

SENATOR CRABIEL: You talked about your contract with the City of Irvington. That contract is a disposal contract only?

MR. LIPPMAN: Entirely, yes, sir.

SENATOR CRABIEL: Was that a public bid contract?

MR. LIPPMAN: Yes.

SENATOR CRABIEL: Were there specifications to that?

MR. LIPPMAN: Yes, sir.

SENATOR CRABIEL: Was there any mention made in the specifications of anything that you had to do other than to provide land?

MR. LIPPMAN: Provide land and servicing the refuse as it is deposited on our area.

SENATOR CRABIEL: In other words, you were to place and compact and meet the specifications of the State.

MR. LIPPMAN: That's right.

SENATOR CRABIEL: Now you mentioned that you thought the City of Orange was unreasonable in talking about specifying 5-inch depressions in the approach road.

MR. LIPPMAN: No, I didn't say that that was unreasonable. If that's their opinion, they're entitled to it, but I wouldn't, as an operator, be willing to provide such service because I don't think I could.

SENATOR CRABIEL: Well, let me ask you this. As an operator bidding on a public job, is the person who is taking the bids entitled to have some reasonable idea as to whether they can get to the dump site or not?

MR. LIPPMAN: That's a different thing. We have a flow of trucks in there every day and there may be some of the people who will say they got a puncture or something like that but I have never had a day, unless there's a very unusual circumstance, and I can't think of what it might be, that there wasn't free access to our area in over 35 years.

SENATOR CRABIEL: But, in your opinion, wasn't that the reason for the specification having a clause in for

something like that so that the contracting authority would know they at least could get to the dump?

MR. LIPPMAN: Yes, but I think the same purpose could be accomplished if they had said we must have free and reasonable access, or wording to that effect, rather than specify five inches. I don't want to misstate but I think that five inches is the number that sticks in my mind. I could be wrong but it was something like that.

SENATOR CRABIEL: Well, the point I am trying to raise is that I don't see anything unreasonable about a municipality asking to be sure they can get to the dump, because you might give them a dump that is not connected with a road.

MR. LIPPMAN: On the other hand, if in my opinion as a bidder, if I think it's unreasonable, there is nothing that requires me to bid on it. When Millburn and Summit came in, I think they are very happy with their arrangement. They didn't put any such requirements on me. In fact I think they were hard pressed for a dump and I think if you will compare the price they are paying, it will be comparable to the toughest kind of competition you could get, and there was no competition. We gave them a fair price in my opinion for a fair job.

SENATOR CRABIEL: Let me go back to your assertion concerning the fact that you thought the City of Orange bid was a possible bid set up for one person -

MR. LIPPMAN: I don't mean to imply "set up." I mean it looked to me that it was certainly pointed for one particular bidder. Now that doesn't mean I'm implying they are trying to favor him. It may be they for their own purpose were favoring themselves, but clearly it wasn't written so that I would be -

well, certainly at no advantage.

SENATOR CRABIEL: Well, when you get specifications such as that and it appears that that is the purpose, as a good businessman doesn't it make sense for you to bid it, because that's the type of bid that ought to be good for you?

MR. LIPPMAN: I don't know how to answer that except it may be a matter of opinion. I didn't think it prudent to go into it any further, that's all.

SENATOR WALDOR: Mr. Lippman, a couple of questions have been raised by other members of the Commission. Did you indicate, in answer to Senator Crabiel, that neither Irvington nor Summit in their specifications made any mention of five-inch holes or anything in order to protect their equipment and to have free access to the dump site?

MR. LIPPMAN: Well, Summit and Millburn are fresh in my mind.

SENATOR WALDOR: How about Irvington?

MR. LIPPMAN: That was seven years ago. I don't think it was in there. I would say almost with assurance - I would have to refresh my memory - I'm sure it didn't mention five inches.

SENATOR WALDOR: Well whatever, there was no description of holes in the road or -

MR. LIPPMAN: It may have said that they shall be assured access or something of that nature.

SENATOR WALDOR: And you indicated they have no complaints at the present time about access to your dumping grounds or the condition of the access road to your dumping grounds. Is that

what you're telling us?

MR. LIPPMAN: No, if they have, I haven't heard. As I mentioned to Senator Crabel, somebody may say "We're having a lot of punctures. Is there something you can do about it." We're operating our own trucks in there and we try to keep them as well as anybody else's, so I can only tell you it's no better or no worse for my tenants than it is for me.

SENATOR WALDOR: Well, the point is that you did say in your testimony that the requirements in the specifications of Orange of about five inches, or whatever it may be, were unusual.

MR. LIPPMAN: That's right.

SENATOR WALDOR: And you did say further that there were no complaints from Summit, Irvington, or Millburn during the course of your testimony, and I have before me a specific complaint from Summit that there is poor maintenance of the roadway into the dumping area, that there is tremendous wear and tear on the trucks, that for the fees collected for dumping, Disposal Areas Co. certainly should maintain better access to the dumping area, that they are paying twice as much under your contract of 1969 for dumping as they did last year to Miele Bros., in Chatham Township. Now are you telling me that Summit has never communicated a complaint to you about poor access to your dumping area and about poor maintenance of the roadway causing tremendous wear and tear on their equipment?

MR. LIPPMAN: If they have, I have never heard of it and, as far as the price is concerned, what they were paying up there I would have no knowledge of. I can only tell you that they are paying less than what the State accepts as the going

price. They are paying approximately \$1.30 a yard against an accepted yardstick of \$2.00 a yard.

SENATOR WALDOR: They are paying \$25,050 a year.

MR. LIPPMAN: That's right.

SENATOR WALDOR: As compared to \$13,200 a year.

MR. LIPPMAN: I have no control over what they are paying.

SENATOR WALDOR: Well, I'm advising you that they were paying \$13,200 a year last year to Miele Bros., in Chatham Township.

MR. LIPPMAN: Well, that doesn't necessarily show whether that price is out of order or my price is out of order.

SENATOR WALDOR: I'm stating the figures to you, Mr. Lippman.

MR. LIPPMAN: I'm saying that on a nationwide basis our prices are very low.

SENATOR WALDOR: Now, Mr. Lippman, you have a contract with Irvington for 10 years, or you have a 10-year contract. Have they made any complaint to you about the condition of the access road to your dump site?

MR. LIPPMAN: As I say, in bad weather or something like that, they may well have. I don't know of any serious complaint that has been in the nature of a problem, certainly nothing that has come up to management level.

SENATOR WALDOR: I would think that after a period of time in which you have been involved, if there were any complaints, they would be made known to you.

MR. LIPPMAN: I would think so.

SENATOR WALDOR: I have before me, sir, a communication from Irvington that they had a problem in the area of the maintenance of an adequate service road to your dumping ground from the Town of Irvington. You have been unaware of this?

MR. LIPPMAN: It has never come to my attention.

SENATOR WALDOR: Well in light of this and with an eye toward legislation and regulation, which you have indicated you favor, don't you think that Orange was to be commended for attempting to protect their equipment from the access to the dumping ground because two of the three municipalities you have indicated dump in your ground have complained about the accessibility to the dumping ground and about the wear and tear on the equipment?

MR. LIPPMAN: It would be a two-edged sword, I would say. If they are going to expect certain services, they have to be prepared to pay for them. If they are willing to pay for it, we would be willing to put a roller on the road every day.

SENATOR WALDOR: Aren't they paying for them?

MR. LIPPMAN: No, they are not. They are paying for services which are comparable to the type of service which is currently accepted in the State of New Jersey. Now if you want it like in the City of New York where they are paying \$54 a load against 20 per cent of that, I'm sure that we can goldplate it the way the City of New York does.

SENATOR WALDOR: That's all I have. Is there anyone else who has any questions?

MR. VAN RIPER: May I clarify one or two things, Mr. Chairman?

SENATOR WALDOR: Yes, sir.

MR. VAN RIPER: Mr. Lippman, you said earlier in your testimony that the City of Summit and Township of Millburn had an overnight problem. What do you mean?

MR. LIPPMAN: It was my understanding that the area in which they were dumping - the one that was referred to; I'm not sure of the corporate name of it - was closed or being closed on very short notice.

MR. VAN RIPER: Which dump was that?

MR. LIPPMAN: Miele. The Chatham Dump.

MR. VAN RIPER: Who closed that?

MR. LIPPMAN: I'm not sure. It was either the municipality or the State, I'm not sure which. I think it was the municipality.

MR. VAN RIPER: Speaking of the City of Summit, how did Summit come to make arrangements with you for dumping in your dump?

MR. LIPPMAN: I never spoke to them. They spoke to my assistant on the phone and they made the arrangement over the telephone, which was subsequently followed up by a rather informal contract letter or something of that nature.

MR. VAN RIPER: How about Millburn?

MR. LIPPMAN: Same thing.

MR. VAN RIPER: You say you have never heard of either one of these letters the Chairman referred to?

MR. LIPPMAN: They never came to my attention.

MR. VAN RIPER: Mr. Chairman, I don't want to

be impudent, but are we entitled to ask from whom these letters are?

SENATOR WALDOR: They are from the municipalities, one from Summit and one from Irvington. They are not letters; they are questionnaires that were sent out by this Commission to determine what areas, if any, were complained of by the municipality.

MR. VAN RIPER: They are official answers?

SENATOR WALDOR: I would assume so, yes.

SENATOR MUSTO: If I may, on this - these are questionnaires - I want to be fair - that were sent out. I think as you read them or they are made available to you, you will find that even though they seem critical, they are normal responses to an area of maintenance; for example, what problem - May I read the question, Mr. Chairman?

SENATOR WALDOR: Sure.

SENATOR MUSTO: "What problem, if any, have you encountered in the contracted portion of your solid waste disposal service?" The answer is as follows. It is typewritten and it's not lengthy. "Poor maintenance of roadway to dumping area, wear and tear on trucks." That's the sum and substance and it's the only critical statement here.

MR. VAN RIPER: Since the witness has been confronted with them, could we see them?

SENATOR WALDOR: Sure. I have no objection.

MR. VAN RIPER: Thank you.

SENATOR WALDOR: I want to point out that Senator Musto's is an interpretation of a normal complaint. I don't

know whether it's normal or not, and I don't know whether I would interpret it as being normal.

SENATOR MUSTO: I might say I read the words on the other one and it's even less.

SENATOR WALDOR: I don't think so. I think the other one is worse.

Are you prepared with your next witness.

MR. VAN RIPER: Yes. Go right ahead.

SENATOR WALDOR: Mr. Filiberto.

J O S E P H F I L I B E R T O: My name is Joseph Filiberto. I am a municipal contractor -

SENATOR WALDOR: I beg your pardon, Mr. Filiberto. Do you have any objection to be sworn?

MR. FILIBERTO: No, sir.

[Mr. Filiberto was duly sworn and testified as follows:]

SENATOR WALDOR: Will you state your name, your address, and your affiliation, please?

MR. FILIBERTO: My name is Joseph Filiberto. I am a Refuse Contractor and my location of business is in Chester, New Jersey. J. Filiberto Sanitation, Inc., has been in operation since 1947. I have volunteered to appear before this Committee in order to present some information on costs pertaining to garbage collection and disposal.

As Mayor of Chester Boro and as former chairman of the Legislative Committee of the New Jersey conference of Mayors, I think I can see the problems of refuse collection and disposal beyond the narrower limits of the contractor who is not involved in the administration of local government. I know the problems

of municipal officials faced with the responsibility of providing essential services to the taxpayers of the community at the lowest possible cost.

I will begin by saying that municipal contractors must face the same uncertain economy as other businessmen face today in trying to survive. The struggle against inflationary pressures has the same reality for us.

In addition to inflationary operating cost we are expected to anticipate the mushrooming population increase during a contract which may be as long as 5 years.

Statistics show that in our affluent society, the amount of refuse to be disposed of has increased from 3 pounds per day to 5 pounds per person during the past 10 years. By 1980, the amount of refuse to be disposed of will be 12 pounds per person per day.

Stringent air pollution regulations in recent years has added more to the collection problem. Leaves, brush and garden debris can no longer be burned.

Garbage collection and disposal costs in general are contemporary with our present economy. They are congruent with costs of other municipal services. We are not in favor of an overheated economy that sends prices soaring, but we must make a point of inflation since allegations have been made that the contractor's bids have been excessively high.

What is the present situation? The United States Government's budget is up 65 per cent from 1965 to fiscal 1970, notwithstanding substantial decreases in the space program and foreign aid.

Congressmen's salaries went from \$30,000 a year to \$42,000. The New York Telephone Company last month asked for an increase of \$175 million in rates.

Some recent statistics as compiled by the U. S. Government include the following:

For the period 1947-1967

| | |
|--------------------------------|----------|
| Medical and Dental Costs..... | Up 550% |
| Hospital costs..... | Up 1800% |
| Education..... | Up 950% |
| Automobiles..... | Up 800% |
| Toys and sports equipment..... | Up 1150% |
| Food..... | Up 450% |
| Funerals..... | Up 250% |

The New Jersey Public Health Association recently reported that hospital bills have more than tripled and doctor fees more than doubled in recent years. Since 1946 hospital room rates have soared 354% and \$100 a day hospital charges are expected to be commonplace in five years, if not before.

In a local newspaper recently, the Home Builders Association stated that the price of "soft wood has gone up 50% in the past year. Plywood products have mostly doubled in price."

In another New Jersey paper, we find the following article. The caption reads as follows: REFUSE HEADACHE MOUNTS.

"New Jersey's sweeping legislative action on anti-air pollution and the stoppage of incinerators in most of

the state's apartment complexes have brought into sharp focus a serious enigma," observes Paul Goldman, President of Goldman Builders, Inc., one of New Jersey's largest apartment builders.

"The enigma is this: Modern technology and packaging technique is creating refuse faster than modern technology can get rid of it.

"Tenants in apartment communities across the State have expressed concern over the halting of incineration by apartment owners," Goldman says, "but the problem goes far deeper than just planning to meet the anti-pollution requirements.

"A few simple examples will illustrate how the refuse problem is growing," he says. "What used to be a large paper bag of potato chips has become instead a large bag enclosing 12 individual serving bags. The result? We have 13 bags to dispose of instead of one."

"The philosophy of America's container and packaging industry has been to create things that the latest advances in waste disposal cannot keep up with," Goldman observes.

A recent study showed that consumer waste products include, on an annual basis, four million tons of plastic packaging, more than 30 million tons of paper, 48 billion cans and 26 billion bottles and jars. Add to this technological advances reflected in such things as aluminum foil, non-returnable bottles, disposabl diapers and the TV dinners, and it becomes obvious that the refuse disposal problem is a major socio-economic problem which requires massive study.

"Take this routine situation," the builder points out, "today's housewife will buy frozen orange juice

concentrate in preference to oranges themselves. The nutritional value is probably as good; certainly the convenience is far greater. Normal decomposition would eventually take care of the orange peel but nature cannot handle the can."

In 1957 a landfill operator had to pay \$32,700.00 for a D-8 bulldozer. In 1967 he paid \$61,600.00 for the same machine, and today it costs \$70,000.00. The garbage collection truck that cost \$18,000.00 in 1965, today costs \$27,000.00 to \$30,000.00. Registration for a 30,000 pound truck that cost \$134.00 in 1957, now costs \$181.00. Wages that were \$89.00 per week a few years ago have now reached \$130.00 per week, plus many fringe benefits such as welfare and retirement.

We simply want to make the point that we are victims of inflation too. And if we are to survive, we must adjust to present conditions.

Gentlemen, can anyone assume that the garbage industry is not caught in this spiraling economy too?

All costs of municipal services are rising dramatically. Let's take a concrete example: Let's look at Hillside, New Jersey.

What about the costs of fire protection? In 1958 it cost \$353,300 and by 1968 it had gone up to \$669,400, or an 88.9% increase.

School costs went up 70.3% in this 10-year period, from \$3,946,000 in 1958 to \$5,456,000 in 1968.

In 1958 garbage costs were \$120,000 and by 1968 they had risen to \$152,400 or a 26.8% increase.

In other words, garbage costs showed less increase than any other essential municipal service, as low as 26% over this 10-year period, while the budget on the whole increased 38%.

If we are comparing, what is our comparison?

A landfill at Sparta, Sussex County, charges \$18.75 per 25 cubic yard load to be disposed of; a municipal operation in Warren County charges \$15 per 25 cubic yard load at its landfill; the Bergen County landfill operated by the county charges \$8.75 per 25 cubic yard load, and this operation is subsidized by county taxes. In the Hackensack Meadows the charge is \$12 for the 25 cubic yard load by private landfills.

In comparing costs in the State of New Jersey with the City of New York, we find that it costs \$53.75 to dispose of that same 25 cubic yard load or about three times as much as it costs to dump in New Jersey. So we find the dumping costs here are only one-third of the costs of a similar service in New York City.

As for collections, in New Jersey the cost of picking up the usual 30-gallon can ranges from 10 to 15 cents per can. In New York the cost is 50 cents per 30-gallon can. Again, it costs about three times as much for collections in New York City.

What does this mean to the householder in New Jersey? The cost to a homeowner for garbage collection and disposal ranges from \$2.50 to \$4.50 per month, depending on the type of service. There are other factors involved in bidding on contracts other than the type of service feature. There are matters of frequency of service, type of terrain, density of population, and the specifications themselves, such as whether they call for clean-up in the spring and fall, weeds, leaves and brush removal, yard trimmings, even dead animal removal.

We must not lose sight of the fact that the cost to a householder for picking up a can of garbage at his curb averages about 10 cents a can, or about 60 cents a week for twice-a-week collections if he has the average three cans of refuse. This, gentlemen, is less than the price of a couple of packs of cigarettes - sixty cents a week.

Although we are providing one of the most essential health services to the homeowner, he does not receive a commodity in return for his money. (Essentially he is paying for a dead horse.)

In comparing cost of contractor services versus municipal services, it has been my experience that municipal budget line items for sanitation departments show only 2 categories: salaries and wages and other expenses. Others, such as capital expenditures for equipment, insurance, garage housing for trucks, repairs and maintenance, office supervision, are grouped with other departments.

In contractor's service this budget item reflects the total cost to the municipality; therefore, no true comparison of actual cost can be made.

We cannot expect stabilization of garbage collection and disposal cost as long as these conditions continue to exist. In fact, in view of the above statistics, garbage collection and disposal costs are trailing far behind.

I have briefly outlined the main reasons for rising costs in our industry, and at this time I would like to express regret at the allegations the news media and other sources have made concerning "criminal elements" within our

industry. We do not believe this condition exists and wish to have this matter cleared as soon as possible.

I am sure that members of the Association would be more than co-operative in discussing legislation or alternate solutions to problems pertaining to the Solid Waste Industry with committees appointed for this purpose. Thank you.

SENATOR WALDOR: Thank you, Mr. Filiberto. Did I misunderstand you or did you say you are the Mayor of Chester Boro?

MR. FILIBERTO: Right.

SENATOR WALDOR: You are only in the collection phase of it, are you not?

MR. FILIBERTO: Collection and disposal.

SENATOR WALDOR: Do you operate or own any dump site or landfill operation?

MR. FILIBERTO: We own and operate a landfill.

SENATOR WALDOR: Is that the Filiberto Disposal, Inc. in Chester, New Jersey?

MR. FILIBERTO: That's right.

SENATOR WALDOR: And you have contracts for Chester Boro, Chester Township, Washington Township, Hackettstown, Mendham?

MR. FILIBERTO: All the towns you've mentioned we do on a private basis with the homeowner.

SENATOR WALDOR: Oh, I see; in other words, there is no municipal contract with any of these towns?

MR. FILIBERTO: Not with those municipalities, no.

SENATOR WALDOR: So that even if the municipalities

have contracts with other contractors, you operate a private collection service directly with the homeowner in these municipalities?

MR. FILIBERTO: That's right.

SENATOR WALDOR: Do you have only this one disposal site, Mr. Filiberto?

MR. FILIBERTO: Yes, sir.

SENATOR WALDOR: Are there any municipalities other than those which you service the residents of that dump in your disposal area?

MR. FILIBERTO: Not at the present time. At one time a municipality dumped at our landfill until they opened up a landfill site in their own town.

SENATOR WALDOR: Would you, or have you in any way prevented or stopped for sound business reasons, or whatever the reason might be, municipalities from dumping on your site?

MR. FILIBERTO: Only recently I have had some inquiries when the Chatham Township disposal site was closed up, and I refused permission for municipalities or contractors to dump in our landfill.

SENATOR WALDOR: So that no one dumps in your landfill operation except Filiberto collection operations?

MR. FILIBERTO: We allow the State Department of Institutions and Agencies at the State Hospital in Clinton, New Jersey, to dump in our site and just local residents.

SENATOR WALDOR: Do they pay for it, the State?

MR. FILIBERTO: Yes.

SENATOR WALDOR: And is that under contract?

MR. FILIBERTO: Yearly purchase order.

SENATOR WALDOR: Now is the basis of your refusal to make your lands available to municipalities or private contractors solely one of economics?

MR. FILIBERT: That's right.

SENATOR WALDOR: Do you have any problem insofar as the exhaustion of your land space is concerned, or do you have sufficient land area to -

MR. FILIBERTO: At the present time with our present method of operation, we should have sufficient space.

SENATOR WALDOR: Is your disposal operation for land that is used by you, owned by you, leased by you, or what?

MR. FILIBERTO: It is owned by us.

SENATOR WALDOR: And how long have you been in operation, in that particular phase of it?

MR. FILIBERTO: Since 1947.

SENATOR WALDOR: Do you believe in regulation, Mr. Filiberto, by the State of the disposal phase of garbage collection? Do you think it's necessary?

MR. FILIBERTO: Whether it's necessary or not, I think perhaps it might eliminate the situation that has arisen just like we have right now.

SENATOR WALDOR: I don't know specifically what you mean.

MR. FILIBERTO: I think if we had regulation where there was some agency in charge of refuse collection and disposal that the complaints would go to this agency and they could be screened and could be handled by this agency, then perhaps an

investigation of this type might not be necessary.

SENATOR WALDOR: You have no municipal contracts at all?

MR. FILIBERTO: Yes, I do.

SENATOR WALDOR: Where?

MR. FILIBERTO: Morris Plains, Bernardsville, Roseland, Clinton, High Bridge. Last week I lost a contract with Califon, New Jersey. I had a contract with Stanhope, New Jersey. I lost that on January 1 of this year.

SENATOR WALDOR: When you say you lost them, you are referring to -

MR. FILIBERTO: On a bid. I believe that's all of them. Oh, I'm sorry - Dover, New Jersey, also.

SENATOR WALDOR: Mr. Filiberto, are you familiar generally with the industry as it is engaged in industrial pickups?

MR. FILIBERTO: We handle some industrial accounts.

SENATOR WALDO: Do you know, Mr. Filiberto, whether or not any territories have been divided up insofar as industrial pickups are concerned, for collection purposes?

MR. FILIBERTO: If there is, not where we operate.

SENATOR WALDOR: As chairman of this Commission, I received a complaint from a person who was engaged in business in downtown Newark, who complained about an increase he had received from his contractor and he attempted to get other contractors by calling them to pick up his refuse or his waste, and each of them refused to service his needs at that particular area. Do you have any familiarity with this type of situation?

MR. FILIBERTO: All I can tell you is my own experience. I lost two industrial accounts within the last six weeks.

SENATOR WALDOR: To people who were engaged in the same type of business?

MR. FILIBERTO: Yes.

SENATOR WALDOR: And would you say, based upon your experience in the area in which you are engaged, that the industrial phase of your industry is competitive as is the collection phase?

MR. FILIBERTO: I would say every area is competitive, yes.

SENATOR WALDOR: And you have never been involved yourself, have you, in a situation where an industrial unit has for one reason or another told you that your prices are too high, or something of that nature, and cancelled any agreement or arrangement they might have with you and couldn't find other services to handle their account?

MR. FILIBERTO: No, sir.

SENATOR WALDOR: You have never had this situation apply to you?

MR. FILIBERTO: No, sir.

SENATOR WALDOR: Have you heard of such situation?

MR. FILIBERTO: I've read about them in the paper.

SENATOR WALDOR: And that's the sum total of your knowledge of such situations?

MR. FILIBERTO: Yes, sir.

SENATOR WALDOR: In these areas of Dover, for example, or other of the municipalities that you service under municipal

contracts, all of these, I assume, are by bids, is that correct?

MR. FILIBERTO: That's right.

SENATOR WALDOR: Have you ever participated, Mr. Filiberto, or to your knowledge has it ever been brought to your attention that there were any collusive actions on the part of contractors in discussing the amount they were to bid prior to the time that they actually bid?

MR. FILIBERTO: No, sir, and my experience has been that the opposite exists.

SENATOR WALDOR: When you say "the opposite," I assume you mean fair and open competition?

MR. FILIBERTO: They are very jealous of any of that type of information and use any means to try to throw someone off. In fact, I have not even heard of when a job has come up for bids unless I have read it in the paper; I mean, I know that when a contractor's job comes up, he tries to keep it as quiet as possible in the hope that nobody else will know about it. This has been the way I've seen it.

SENATOR WALDOR: Does it seem at all strange to you, Mr. Filiberto, that in many of the municipalities, and you have heard the testimony of the gentleman who preceded you - Mr. Malanka and Mr. Lippman - does it seem at all strange to you, because you cited so many different areas where the economic trend has risen percentagewise, you say, greater than the industry in which you are engaged - doesn't it seem strange to you that the same contractor is the successful bidder year after year after year in the same municipality? Would you say that is free and

open competition by just coincidence or what?

MR. FILIBERTO: Just quickly, I'm not sure just who mentioned it in previous testimony but it was stated that municipalities may have a number of given alternates and if they are satisfied with the services provided by the contractor that they have, they will pick the contractor if he is low in a particular area where someone else may not be. This may be the reason where this type of situation exists.

SENATOR WALDOR: I'm sure that is the reason, that the person is the successful low bidder.

MR. FILIBERTO: Within a given alternate of maybe 8 or 10 bids, it may be that in nine, or eight or seven of the alternates, he may have other contractors who are lower than him, but in one particular alternate he may be the low contractor and, if they are satisfied with the type of service, they will pick him. Now just my own experience last week, the bid went for one year and three years. I was the low bidder on one year - of course, this isn't saying much for me, but I was the low bidder on one year - I had the contract - the other man was low bidder on three years and I lost the bid and the man got the job at three years. Now the Town, if they wanted to favor me, could have given me the contract at the one year period and I'd still be there.

SENATOR WALDOR: Have you ever bid on any bids, for example, in Essex County?

MR. FILIBERTO: I have; I think I mentioned Roseland.

SENATOR WALDOR: Oh, I'm sorry, I beg your pardon. Yes, you did. Have you bid on anything else there where you

were the unsuccessful bidder?

MR. FILIBERTO: Is Springfield in Essex County?

SENATOR WALDOR: No. Do you have the Roseland contract incidentally?

MR. FILIBERTO: Yes, sir.

SENATOR WALDOR: And do you dispose of the Roseland refuse in Chester?

MR. FILIBERTO: No, sir.

SENATOR WALDOR: Where do you?

MR. FILIBERTO: Sharkey Farms or Conrad Ringlieb in Parsippany.

SENATOR WALDOR: Do you have occasion on any of your contracts to dump in Kearny at the Municipal Sanitary Landfill Authority at 1500 Harrison Avenue, Kearny, New Jersey?

MR. FILIBERTO: No, sir.

SENATOR WALDOR: Have you ever dumped there?

MR. FILIBERTO: No, sir.

SENATOR WALDOR: Have you ever dumped on any of your contracts at Mr. Lippman's dump in Elizabeth?

MR. FILIBERTO: No, sir.

SENATOR WALDOR: You have not. Thank you.

Senator Crabel? Assemblyman Vreeland? Senator Musto? Assemblyman Dodd?

ASSEMBLYMAN DODD: Just one question. In considering bidding, is geography a factor; namely, the distance that your truck would have to travel from your home base to the town or, in case of an industrial site, from there to the dump? Is that a factor among contractors or can this be worked around by -

MR. FILIBERTO: Definitely mileage is a factor, yes.

ASSEMBLYMAN DODD: The roads, trucks - this would definitely be a factor?

MR. FILIBERTO: Definitely, yes.

SENATOR WALDOR: Assemblyman Owens?

ASSEMBLYMAN OWENS: No questions.

ASSEMBLYMAN VREELAND: Mayor, just one thought occurred to me. In most of the testimony we have heard, these people have been in business for a long, long while generally and I am wondering if you know whether or not there are many new people coming into this type of business or is it a field that is pretty restricted.

MR. FILIBERTO: All I can speak of is from my own experience. In our area we have had quite a few new people within I'll say the last ten or fifteen years but then they are what we would call a one-truck operator where a fellow would buy a truck and go in business for himself. That is the extent of the new people that I know of.

ASSEMBLYMAN VREELAND: But not the type of individual who would have a landfill site and possibly operate it just as a landfill operation without trucks to take on contracts. Is there anyone doing that that you can recall in the last 10 years or so? MR. FILIBERTO: Landfill sites are pretty hard to come by.

ASSEMBLYMAN VREELAND: I know that. The question is, are there any new people coming in this particular business. It seems to me it is a pretty closed corporation, isn't it?. New people don't very often get into a landfill operation.

MR. FILIBERTO: The only thing I can say is this: If anyone had the resources to go into a large scale operation of the refuse business, I think he would be crazy if he put his money there.

SENATOR WALDOR: There is just one thing: I think it is only fair, Mr. Filiberto, to point out to you that we received an answer to a questionnaire from Roseland and they have indicated on their questionnaire that they were entirely satisfied and pleased with your operation there, and I put that on the record as I do the criticism that was registered in other questionnaires that I read before. The indication there is that they are not unhappy about your operation. As a matter of fact, they say the service is very good and, other than a few normal service complaints, they add up to a satisfactory experience with your company.

SENATOR WALDOR: Thank you. We will recess for lunch and convene again at two o'clock.

[R E C E S S]

[Afternoon Session]

SENATOR WALDOR: Ladies and gentlemen, will you take your seats. We are ready to commence the afternoon session of this hearing.

May I again announce, counsel, for your benefit and those of any other witnesses who are present that this hearing will conclude at 4:00 o'clock sharp. We are starting at 2:00 o'clock sharp and we are going to end at 4:00 o'clock sharp. If we do not reach any of the witnesses who are scheduled for today, I would ask them to either return at the date of our next hearing or to submit in writing any statements or anything they may want to produce for the edification of this Commission.

For the benefit of those of you who are in the gallery who were not here this morning - I don't know where you are from --

ASSEMBLYMAN DODD: Bloomfield High School.

SENATOR WALDOR: Assemblyman Dodd tells me you are from Bloomfield High School. I am Senator Waldor, Chairman of this Commission to investigate solid waste disposal or garbage. This is Assemblyman Vreeland of Morris County, Senator Crabel of Middlesex County. We are in the middle of a hearing. We welcome you here and we hope that you gain something from it. I hope we all do.

MR. VAN RIPER: Mr. Chairman, we are going to try to cooperate and allow you to get through by 4:00 o'clock.

SENATOR WALDOR: Is Mayor Monica in the room - Mayor Monica of Orange? [No response.] All right. We will continue with the next witness. Is Mr. Roselle here?

MR. VAN RIPER: Mr. Roselle is here and ready to testify.

SENATOR WALDOR: Mr. Roselle, you have heard me ask the other witnesses whether or not they would be willing to testify under oath. I ask you now whether you would be willing to testify under oath.

MR. ROSELLE: I have no objection, sir.

C R E S C E N T J. R O S E L L E, being duly sworn, testified as follows:

SENATOR WALDOR: Will you state your full name, address and your affiliation, sir?

MR. ROSELLE: My name is Crescent J. Roselle. I am with the firm of Peter Roselle and Sons, Company, 163 Tremont Avenue, East Orange, New Jersey. I reside at 15 Dedmond Place, Elizabeth, New Jersey.

SENATOR WALDOR: Mr. Roselle, I noted that the other witnesses who have testified before you all have prepared statements which they read or presented before this Commission. Do you also have a prepared statement?

MR. ROSELLE: No, I do not, sir.

SENATOR WALDOR: Fine.

MR. ROSELLE: I have a few statistics and a survey I would like to more or less furnish to the Commission.

SENATOR WALDOR: Would you like the survey to be admitted into evidence?

MR. ROSELLE: Yes, I would.

SENATOR WALDOR: Would you have it marked and we will

have it admitted into evidence before this body.

MR. ROSELLE: Do you mind if I give you one to look at while I am talking. There are two of them.

SENATOR WALDOR: Fine. Maybe you could put them at either end of the table.

All right. Mr. Roselle, would you care to comment on the survey that you have produced before us?

MR. ROSELLE: Yes, I will. This is a survey that was continued by the New Jersey State Municipal Contractors Association. This survey was made a number of years ago and brought up to date by our Association.

As you probably notice, there are a number of municipalities mentioned in this survey. They weren't picked for any particular reason, but just to show the different locations in the State of New Jersey.

What we are trying to bring across here is that garbage collection is not a situation that exists in Northern New Jersey or Bergen County, Essex County, Hudson County or Atlantic County. We are trying to say that the same situation exists throughout the State.

A number of cases have been brought up in which there is talk about possibly dumps being a problem as far as getting garbage collected and the price of the dump is what makes the garbage collection contract excessive.

Number one, I would like to bring out that garbage disposal usually amounts to 10 per cent of the total cost of the contract. Previous to 1958 or 1960, the disposal cost on most contracts would be from 1 to 2 per cent. When the State

law was changed in 1958, the disposal cost went to maybe 5 to 6 per cent. During the years '60 to '65, I'd say the disposal cost went to 10 to 12 per cent and there is a very good possibility that it will go to 15 per cent of the total cost of garbage collection and disposal.

Now assuming it's a \$100,000 contract - back in the '50's, namely '58, previous to Chapter 8, it would be maybe 2 or 3 per cent. There has been a drastic change in dumping in the State of New Jersey. Up to now and in the future also from what I understand, the State of New Jersey right now - the Board of Health Department, is anticipating changing the code again. Therefore, we as dump operators or garbage collectors have to take into consideration that there is going to be an additional charge as far as disposal is concerned. I am sure with the change in the laws, there will be a change in price. At the present time ---

SENATOR WALDOR: Not downward.

MR. ROSELLE: Definitely nothing is going down and I am sure you know about it.

As far as we are concerned, with the change in the law, there will be a change in price. It stands to reason that as the State enforces, makes stricter laws to comply with, the additional charge, the additional cost, is definitely there.

In reference to the disposal of garbage, we in the garbage industry --and when I say that "we," I'm talking about my particular family which has been in it over 60 years. My dad was in it, my brothers are in it and I'm in it. This is a business that we do nothing else besides garbage collection

other than possibly real estate that my dad owns or something like that.

In this particular survey that we have made here, we have taken different towns and a number of them have been mentioned at different parts of this hearing. As you can probably see, the cost of garbage collection in 1958, if you look at the figures they run anywhere between \$3 per capita and \$7 per capita in 1958. In 1964, the prices run anywhere from \$9 and I think the lowest is about \$3.29. And in 1967, you will see they are running between \$9 and \$5 or \$4.52. I see the low number. And on the last column, you will see true estimated costs municipally operated.

Our biggest problem today is that a number of people, namely, the public in general, tries to compare a complete garbage collection job with a partial price as established in the financial book -- Oh, I'm sorry I don't have that. Can I have that, please? [Book handed witness.]

A councilman or the mayor of a town at his best is a part-time worker. These men are not specialists or men that maybe know the particular field we are talking about. And garbage collection to me is a specialized business. Just like you certainly wouldn't use a cash register for an adding machine, the same as we say you would not use a garbage truck to plow snow or maybe work with the street department. The equipment is too expensive.

Again we go back to this book, Division of Local Finance. This is the book in which the budget item as far as garbage collection is a one line item and this one line item in 99 per cent

of the towns that I have checked with or investigated, we found them to be false. When they talk about garbage and refuse removal, the only line that they state there is wages - wages or salaries. It don't include a lot of things. And this is why in this survey - if you will note in 1967 the City of Newark shows a price of \$9.35 per capita - it is not \$9.35; it is \$12.42.

In the City of East Orange which has a contractor -- In all fairness to everyone here I can certainly talk about this one because we are the prime contractor there. We have been there since 1945 and we have changed that job two or three times in the past thirty years. The particular job in comparison is \$5.77. Again, how does it happen that a contractor can do it for half the price of the City of Newark? I am using the City of Newark, and East Orange because they both happen to be similar. They both happen to be on the top of this survey.

SENATOR WALDOR: How are they similar, Mr. Roselli?

MR. ROSELLI: What I am trying to say is Newark also has set-out service and East Orange has set-out and set-back service. They are neighboring communities. In the City of Newark commercial rubbish is not picked up just like in the City of East Orange. It is allowed two or three cans per store. Now in Newark they do not pick up Broad Street or something like that, in other words, any big stores or places like that.

Now when I say to you they are similar, I mention by set-out and set-back service. East Orange has an additional

service of set-back service.

Again, in this budgetary book, you will find that the City of East Orange shows a cost of \$490,000 and I think they include the Superintendent of Garbage Collection, which happens to be also a witness at this committee hearing, Tom Cervasio, whereas the City of Newark will combine its garbage collection with its street department and if you try to break the two apart, you will find it only includes wages - it does not include amortization of equipment.

Now we will go on to the survey a little further before I go into that. If you go down the list, you will notice on the fourth column we also have the number of municipalities that do it themselves in the categories of set-out and set-back service, curb collection and also rear-yard collection. Again you will note that the prices for rear-yard collection are excessive in comparison to the ones that are on the curb and the ones that have set-out and set-back service. This survey in itself should be able to show that the State figure, which I believe was given to us by one of the State representatives, in which they used Essex County - they said the figure in Essex County is \$2.39 per capita. This thing is so ridiculous and so misquoted. The information on it to begin with, I think is wrong. It says, Essex County 23 units - this was given to you people before - 23 cities or towns that comprise it. Thirteen are municipally collected. Five are privately collected. When they say "private," they mean private scavengers, the fellows that contract with the individual home, namely, like Maplewood, South Orange in Essex County. Let's see what other ones.

That's two that I can remember. And there are five municipally contracted.

If you will note, it says 565 under municipal contracts. Well, to be perfectly frank, it seems so ridiculous when I get \$490,000 for just East Orange. And this goes on to say that there's so much population in the county and it is divided - it comes out with a figure of \$2.39 per capita. This I think was brought up once before where somebody said on the Committee that the price per capita should be about \$2.39. It's ridiculous.

These figures are much closer and more exact. When I talk about 1967, you are talking about pull-out and set-back service within the range of \$6 to \$9, curb service within the range of \$4 to \$6, and rear-yard service anywhere from \$5 to \$9. Again this is 1967; we are in the year 1969. As it stands right now these figures in themselves may be increased \$1 to \$2 per category simply because there has been such a change in the last three years in the conditions of the economy and labor. And I am sure we are all very familiar with it, very familiar.

SENATOR WALDOR: Mr. Roselle, if you don't mind, since you don't have a prepared statement, isn't it a fact that your computation of per capita in comparing East Orange with Newark and saying that the private collection is much more economical - don't you take into consideration when you use those two municipalities the wide difference in area of the two? Whereas Newark is listed as 23.8 square miles, East Orange is 4.0 square miles. Doesn't that make a difference in determining what the cost of servicing the people of a particular municipality is?

MR. ROSELLE: That's very good, but the problem is in

East Orange, there's three times a week and in Newark there's twice a week collection.

SENATOR WALDOR: What I'm saying is, this is the basis -- isn't this a consideration in comparing the two' --

MR. ROSETTE: Yes.

SENATOR WALDOR: -- the area that your trucks have to cover, the number of men that are necessary by reason of the areas and so forth?

SENATOR CRABIEL: Well, Mr. Chairman, to go one step further, it is a function of the density.

SENATOR WALDOR: Right.

SENATOR CRABIEL: So if you are going to talk about density, the density of Newark areaswise is 5 1/2 times and population density is about 4 1/2 times. So it isn't truly area or population. You have to put them both together.

SENATOR WALDOR: Not alone, right.

MR. ROSETTE: Gentlemen, when you start talking about how do you compare prices, we have to compare apples and oranges. In the garbage business there are so many different types of collection, so many different types of specifications, that it is even hard to compare one city with another and this is why this survey was made set-back business against a set-back town, a curb town against a curb town. Indirectly on the outside you will see notes that also state where there are three times a week collection. Another one also states "contracted for disposal site." Then you have one that has beachfront, seven days a week. Now you can't compare that particular town with another town. Each town in itself has certain variations, whether it be terrain,

territory, density, type of collection; type of people even have something to do with it.

If you will note on that survey that is here, two of the particular towns that were mentioned contract for disposal sites and from what I understand, other than what I have heard today, I didn't know they were having any types of trouble. When I mentioned the one in particular on this side, it has Millburn. I thought something was on here, but it isn't evidently. So we are talking about Millburn. It has contracted with an outside collector or a disposal area for the past 20 or 30 years because Millburn to my knowledge has not had a dump of its own.

MR. VAN RIPER: It's with you.

MR. ROSETTE: No, it's with disposal areas.

It has been testified at this particular hearing that garbage in itself - I think the State Board of Health also said the same thing - that garbage in 1958 was around three pounds. Today it has gotten to five pounds. I don't think anybody can deny that. And throughout this time in the same population, you are collecting almost 66 2/3rds more garbage. Therefore, somebody has to get paid for that 66 2/3rds more rubbish. It stands to reason that the price is definitely going to go up.

When we talk about dumping, we are in the business and as far as we are concerned, I assure you that I don't know of any contractor that will say to any state or anybody to use an incinerator. Because if an incinerator was the answer, I assure you we in private enterprise would be the first to do it.

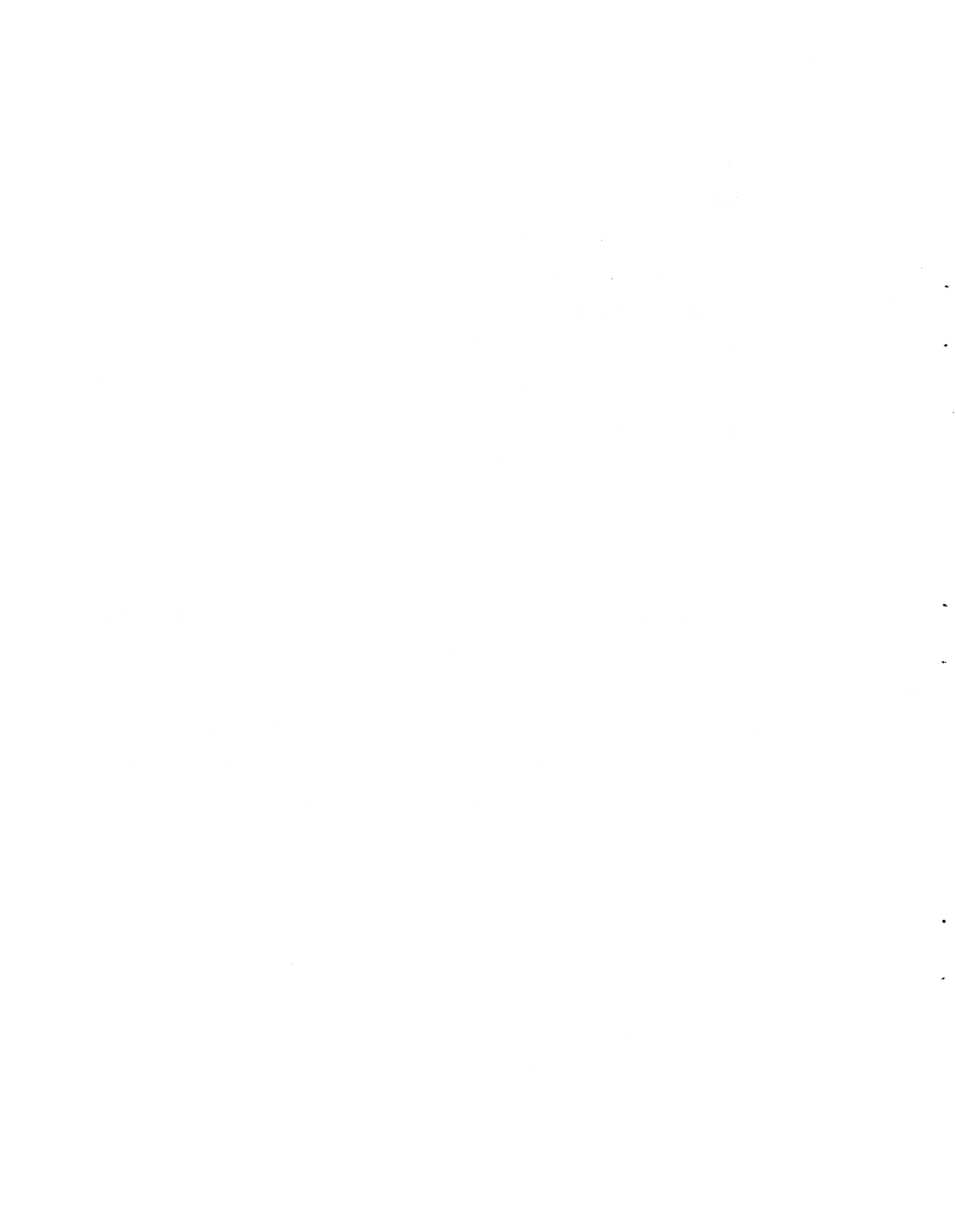
As you probably know and as has been testified here, to dispose of garbage in an incinerator, previous figures were up at \$3 and \$4 and \$5. Well, I assure you, if you try to operate an incinerator today, it will cost you anywhere between \$6 and \$8. As an example, we have the City of Jersey City which did contract out for garbage collection recently - I'd say up to about two years ago - it contracted out for collection and it also contracted out for its incinerator. Do you know that the cost of the collection is very close to the cost of disposal? Why? Because of an incinerator - no other reason. I assure you, if lands were made available and that incinerator could be closed down and used for a landfill, put the garbage in the landfill - I assure you that price would save Jersey City a half a million dollars.

SENATOR WALDOR: Mr. Roselle, I hate to keep interrupting you. May I suggest this, because we do have limited time available, might we at this time ask you questions? Perhaps the Commission may be able to develop a line of thinking by asking questions of you. I am not trying to cut short any statement you wish to make, but perhaps you could reduce that to writing and send it to us and it might be more advantageous to the public and all concerned if perhaps you might answer some of the questions that might be propounded by members of this Commission.

MR. ROSELLE: I have no objections, sir.

SENATOR WALDOR: Thank you. May I start by asking you this: You say that you are affiliated or associated with Peter Roselle and Sons, is that correct?

MR. ROSELLE: Yes, sir.



SENATOR WALDOR: Is that a corporation incidentally?

MR. ROSELLE: Yes, it is.

SENATOR WALDOR: And you are one of the four companies who presently operate the Municipal Sanitary Landfill Authority in Kearny, is that right?

MR. ROSELLE: Yes, under the name of Peter Roselle and Sons, Incorporated.

SENATOR WALDOR: I-n-c.

MR. ROSELLE: Right.

SENATOR WALDOR: Now what position do you hold with that corporation, Mr. Roselle?

MR. ROSELLE: One of the representatives of my company as part of the joint venture.

SENATOR WALDOR: And when you refer to a joint venture, you are referring to, I assume, the Municipal Sanitary Landfill Authority?

MR. ROSELLE: Yes, sir.

SENATOR WALDOR: All right. Now prior to this year, were you involved in any way in the operation of that dump or landfill site?

MR. ROSELLE: We had a disposal area under the name of Peter Roselle and Sons located on Harrison Avenue in Kearny, New Jersey.

SENATOR WALDOR: Which was a part of the site that you presently have now in your joint venture?

MR. ROSELLE: Well, our leases expired with the Town of Kearny. In fact, my particular lease expired on April 13, 1969.

SENATOR WALDOR: Well, I am referring specifically, so that you will know what I am talking about, to this dollar a year arrangement that Kearny had with the various people who operated the respective land sites that were used for dumping purposes prior to, what was it, this year that the lease was changed or last year, whenever it was. What was it, this year?

MR. ROSELLE: Our lease expired April 13th and previous to that we had a 20-year lease with the Town of Kearny for a dollar a year.

SENATOR WALDOR: And you are now paying \$51,000 a year, as I understand it, the joint venture, instead of the dollar a year. Is that correct?

MR. ROSELLE: Municipal Sanitary Landfill bid the contract for \$516,000 for a ten-year period, which comes to \$51,600 per year on a rental basis plus the fact that under the contract we have to take care of the ---

SENATOR WALDOR: We are aware of that, that the Town of Kearny is permitted to use it and certain merchants and industries in the town are permitted to use it and so forth.

Now, based upon your experience in the industry, Mr. Roselle, it puzzles me as to what the answer to the question is when there were three or four or five bidders for this land for landfill purposes and the successful high bidder was Municipal Sanitary Landfill Authority, of which you are one of the participating members, at \$51,600 a year and the next bid, according to my recollection, was somewhere in the area of twenty odd thousand dollars a year or perhaps \$30,000 a year, certainly no more than that -- On a ten-year basis your bid was

\$516,000; the next bidder was somewhere in the neighborhood of \$300,000 for the ten-year period. Could you explain to us or perhaps give us some reason why there should be such a wide disparity in the bids in a business where I assume that those who bid on specific grounds are knowledgeable enough in their particular areas so that bidding would be at least somewhere in the same general area?

MR. ROSELLE: No, I don't think so. As far as that is concerned, we as the Municipal Sanitary Landfill now, I am saying, we certainly thought that was the price of what it was worth and evidently somebody thought it was worth less. Why they thought it was worth less, I don't know. Maybe someone would ask us why we thought it was worth so much. We seem to think we know what we were doing.

SENATOR WALDOR: I would assume so, you being in the business.

MR. ROSELLE: I certainly don't think that we would bid a half a million dollars and become obligated for something for ten years with the risks we have got on that particular bid without certainly discussing it.

SENATOR WALDOR: Well, let me ask you this: Was there to your knowledge any discussion between the participants in the Municipal Sanitary Landfill Authority and any of the other individuals who bid on the same land?

MR. ROSELLE: No, sir, not that I know of.

SENATOR WALDOR: You have heard, I am certain, and have read in the newspapers accounts of collusive activities on the part of the people who are engaged in the contracting phase or

the collection phase of the business and those who are engaged in the landfill or dump-site phase of the business. In your experience and based upon the number of years you have spent in this business, have you engaged in conversations either directly or indirection concerning the amount to be bid by you in a municipality for collection with another contractor who was bidding on the same job?

MR. ROSELLE: No, sir.

SENATOR WALDOR: You at the present time hold a contract in East Orange, do you not?

MR. ROSELLE: Yes, under the name of Peter Roselle and Sons Company.

SENATOR WALDOR: Incidentally, let me get that clear in my mind and in the minds of the Commission perhaps, if they are interested. Are you also interested or do you have an interest in, I should say, Fereday and Meyer, known as Roselle, Fereday and Meyer?

MR. ROSELLE: Mr. Lippman was here and he explained Roselle, Fereday and Meyer. That is just an abbreviation of the name. The correct name is two corporations in a joint venture - Peter Roselle and Sons Company and Fereday and Meyer Company, a corporation. There are two corporations as a joint venture. We file a partnership return. I have nothing whatsoever to do with Fereday and Meyer Company. He has his own superintendent. We operate jointly together.

SENATOR WALDOR: I see. But in other words, there could be contracts or there are in existence contracts, municipal contracts, which the two firms as a joint venture may bid upon,

is that correct?

MR. ROSELLE: Yes, sir.

SENATOR WALDOR: And have bid upon.

MR. ROSELLE: In the past six years, yes.

SENATOR WALDOR: Now how about Roselle and Stavola?

MR. ROSELLE: Roselle and Stavola, I am Secretary-Treasurer of Roselle -Stavola.

SENATOR WALDOR: And that is also a related firm?

MR. ROSELLE: A separate company. My brother happens to be the manager. He lives down in Brick -- or rather Shark River, has a garage down in Neptune. These are completely separate companies. We try to keep them separated for numerous reasons. Each has to work on its own.

SENATOR WALDOR: Now you have given us here in this chart the cost per capita of different municipalities and Peter Roselle and Sons at the present time have contracts with East Orange and Belleville and Union, do they not?

MR. ROSELLE: No. East Orange and Union.

SENATOR WALDOR: Not Belleville any longer?

MR. ROSELLE: We do not do Belleville.

SENATOR WALDOR: Never did Belleville?

MR. ROSELLE: Never did Belleville.

SENATOR WALDOR: I see.

MR. ROSELLE: We bid it once, but we didn't get the job.

SENATOR WALDOR: Did you bid this past year in the City of Orange for their contract?

MR. ROSELLE: No, I did not.

SENATOR WALDOR: Have you ever bid in the City of Orange in any of these corporations or joint ventures?

MR. ROSELLE: I think we bid in the City of Orange against the Frank Maloney Company about 10 or 12 years ago. He died since then.

SENATOR WALDOR: Now, Mr. Roselle, do you know, being operator or part of a joint venture that operates a landfill or dump site, is that site available for the purposes of dumping to any municipality who might engage in its own collection of garbage or refuse?

MR. ROSELLE: Which site are you talking about, the one in Kearny?

SENATOR WALDOR: Yes.

MR. ROSELLE: The Municipal Sanitary Landfill?

SENATOR WALDOR: Yes, sir.

MR. ROSELLE: Yes, that site would be available on the terms that we would submit. In other words, if a town would like to dump in our site, they are perfectly welcome to come in and pay the posted rates. Anyone that appears in Kearny that wants to dump at the posted rates that are posted at our shack there, our trailer, can dispose of their garbage.

SENATOR WALDOR: How much of the garbage that is disposed of in Kearny comes from New York percentagewise?

MR. ROSELLE: Oh, I would say about 15 to 20 per cent and significantly it is very strange that the City of Trenton disposes of their garbage in Pennsylvania, just as a matter of record, and recently the garbage disposal company there increased the price about \$5,000 a month and we do not get any kind of prices like that. In other words, in Trenton I think they get \$192,000 a year for a population of 110,000 people and just

recently I read in the paper and I know it for a fact, that they are disposing their garbage in Pennsylvania in Falls Township.

SENATOR WALDOR: Well, I don't know - you say significantly - I don't know what significance it is.

MR. ROSELLE: I was trying to show ---

SENATOR WALDOR: I would like to ask you this, Mr. Roselle: You received recently an invitation to bid from the City of Orange, did you not, --

MR. ROSELLE: Yes, sir.

SENATOR WALDOR: -- for the purposes of having the Kearny site used for dumping by the City of Orange? Do you recall that?

MR. ROSELLE: Yes.

SENATOR WALDOR: Did you respond to that invitation?

MR. ROSELLE: To be perfectly frank, I went up to City Hall the day after it was advertised and asked to pick up the papers and I was told they weren't ready. This was two days after it was advertised in the paper.

SENATOR WALDOR: When you say "papers," are you referring to the specifications?

MR. ROSELLE: The specifications. Three days later we did receive the specifications in the mail and after looking at the specifications, we decided not to bid it, especially after checking the possibilities of a change in the chapter, the State Sanitary Code, as far as dumping, and due to the fact that we don't know what the future holds as far as landfills and the specifications and the fact that Orange seemed to be in

the middle of a squabble and we didn't want to get involved. And that was my particular opinion.

SENATOR WALDOR: Orange seemed to be in a squabble. Mr. Roselle, what in the specifications of the City of Orange did not comply with or conform to the type of situation that you would want to become involved in from a business standpoint?

MR. ROSELLE: Well, from all indications, they had a nine-year bid and a five-year bid. As far as we are concerned, when we give a contractor or anyone that comes into our disposal site, the general idea is - any contractor - let's just suppose Danny Malanka wanted to come into my dump. We would give him a contract: You can dump as long as I can permit you to dump or as long as I don't have any trouble with the town, the State or anyone else. The way my trucks go in, that's the way your trucks go in. We will try to look out for your material just like ours. It's an "as is" situation.

SENATOR WALDOR: But that isn't true, is it, when you consider the fact that you have a municipal contract, for example, with the City of East Orange for three years or whatever the length of time, for some period of time longer than one year in any event, and you, yourself, dump there over a three-year period and you consider the period of time in bidding to Orange?

MR. ROSELLE: Well, you don't mind taking a risk for yourself, but you certainly don't want to take a risk for somebody else. You don't want to commit yourself to somebody else. We have fellows that have dumped with us for the past ten years. You happened to mention Belleville. Fascillo has

had that contract for the last ten years. Previous to that, De Cuzzo's had it. Fascillo has been dumping with us on word of mouth, no contract, because we don't want to tie ourselves up.

SENATOR WALDOR: In other words, are you saying that Municipal Landfill has no contracts with anyone for the dumping of refuse on the Kearny site?

MR. ROSELLE: I did not say that. I said that we in the Peter Roselle and Sons did not give a contract. As far as Municipal is concerned, to my knowledge the only contract that we have written I think is just with the Town of Montclair.

SENATOR WALDOR: And how long a period of time?

MR. ROSELLE: And that is not with the town -- one year.

SENATOR WALDOR: And that is renewable?

MR. ROSELLE: It is not renewable.

SENATOR WALDOR: At the end of each year?

MR. ROSELLE: No, sir. It is rebid at the end of the year. And that contract is not directly with Montclair. We are with a third party, North Jersey.

SENATOR WALDOR: You mean the collector?

MR. ROSELLE: It's a company. We have not a contract directly with Montclair, municipal.

SENATOR WALDOR: You are saying if Orange was desirous of dumping its refuse, if they went into the collection business themselves and they were desirous of dumping their refuse or their garbage at your Kearny site, that you would accept them there provided, one, they paid the posted rates, and your rates

are posted, is that right?

MR. ROSELLE: Yes, sir.

SENATOR WALDOR: And, two, provided that they would conform to your business judgment that there not be any long-term contracts entered into, is that right?

MR. ROSELLE: At this time, yes.

SENATOR WALDOR: And do I understand you further to say that at this time you would permit Orange to dump there under those conditions and circumstances?

MR. ROSELLE: Well, we have been operating down at Municipal now since December and I don't think there is anybody can say that they came to that gate and would not be permitted to dump unless they had inflammable material or material that we thought was going to be a detriment that we couldn't handle. If anyone appears at that dump, our checkers are told to get a price, pay, go in and dump.

SENATOR WALDOR: What is your price, Mr. Roselle?

MR. ROSELLE: The posted prices at Municipal are 50 cents a yard. I think I have one of them here. I am not sure now. This is the posted price that is right there. Yes, it is 50 cents per cubic yard and a dollar for wood or demolition material, such as timbers and logs, hard material to handle. But the general price is 50 cents per cubic yard or \$12 - it really comes to \$12.50 - on 25 yards, they dump for \$12. Our rates are \$8, \$10 and \$12, depending on the size of the truck.

SENATOR WALDOR: Mr. Roselle, just to leave that for a second or so, you spent a long time in this business and I take

it you are familiar with all aspects of it. Have you ever been involved in the collection of industrial refuse?

MR. ROSELLE: Yes. To be perfectly frank, my dad started out as a private scavenger with a horse and wagon. Later on he got a truck and he went into the contracting business. My dad started out as a private scavenger. In fact, back in 1907, I think, or 1908, he worked for Meyer, which is part of Fereday and Meyer today. My dad was employed by Meyer.

SENATOR WALDOR: Let me ask you this, Mr. Roselle, and I think you were in the room earlier when this question was asked of another witness: Are territories divided up amongst industrial contractors to your knowledge?

MR. ROSELLE: No, sir.

SENATOR WALDOR: I have received not one, but several complaints, one from downtown Newark on Commerce Street in the City of Newark, as a matter of fact, from a person who received a notice of a raise in rates from the contractor that had been servicing him. He made several calls to other people in the business, each of whom refused to pick up refuse at his place because somebody else had previously been there. Are you familiar with that condition? Is it something that you would say is prevalent in the industry?

MR. ROSELLE: No. The only time I have found where there is difficulty in getting a garbage collector is when there is a bill that is owed. In other words, let's say an account owes you \$100 or something. It is very possible the word gets around because a lot of the garbage collectors use the same collection agency. Nine chances out of ten if anyone

called us up for service, we would immediately call the collection service and say, "Look, did you hear anything about this account?" If that account has been on the delinquent list, I assure you we are not interested in servicing them either. But normally, if he doesn't have any trouble and there is a phone call made, someone will go out and survey the job. Because you said it was an industrial account, I assure you it wasn't a one- or two-can stop. And we will give a price.

SENATOR WALDOR: If this individual were to call you tomorrow, Mr. Roselle, would you pick up refuse - would your company pick up refuse at his place?

MR. ROSELLE: Yes, we would at a price.

SENATOR WALDOR: Well, naturally.

MR. ROSELLE: And it will be within reason, a reasonable price.

SENATOR WALDOR: And to the best of your experience this is true of most members of your industry, and are you a member of the Municipal Contractors' Association?

MR. ROSELLE: Yes, I am.

SENATOR WALDOR: And this would be a policy of the Association, would it not?

MR. ROSELLE: See, there are some of the people in our association that are not private collectors also. In my case, we do do private work. We work for American Cyanamid, Cities Service, Magnus Organ. We do a lot of commercial stops also. So there are some contractors that do not bother with private scavenger work. Again I bring up the point that my dad has had a private scavenger business for years and we still do it

today.

SENATOR WALDOR: So you don't regard that as a problem of the industry at the present time, do you?

MR. ROSELLE: No, sir.

SENATOR WALDOR: And you have never heard or experienced or been involved with any practices in so far as the discussion of bid prices in municipalities or the allocation of one municipality to one contractor in exchange for a municipality to another contractor?

MR. ROSELLE: I don't know of any contracts that have ever been exchanged.

SENATOR WALDOR: Assemblyman Dodd, any questions?

ASSEMBLYMAN DODD: Yes. Mr. Roselle, could your dumps be closed down, say, for a violation?

MR. ROSELLE: Yes, for a number of reasons. In fact, I know of a situation just recently where one of the dump operators in town called up and said, "Look can we come into your dump because I have a fire and I can't get in?" And we immediately told him to come over and dump in our site. I don't think there was any disturbance or interruption of any of the business as it was. As it is today, if anyone comes to our particular trailer, I don't know if they would be refused. If they were, it would be a surprise to me.

ASSEMBLYMAN DODD: What I am saying is that if you had a serious fire yourself and you had to turn away your contracts, that would be money out of your pocket or how would that affect your contract with, say, a municipality dumping in your lot and you were closed for three or five days or whatever the

period of violation is?

MR. ROSELLE: That would hurt you very much.

ASSEMBLYMAN DODD: That would cost you or the municipality?
How would that work?

MR. ROSELLE: It all depends. If you were contracted with a garbage collector or with a municipality, I am sure you would have to pay them damages one way or another. But in our particular case, if we closed down on Harrison Avenue because of a problem, we would move to Belleville Pike which is maybe a mile or two away. I'm talking about municipal now. This is one of the reasons that we had difficulties before. When we were operating our own dump site, when we had a fire, we would have to work around the clock to get it out because we had to bring in trucks the next day. Whereas at the present time, we would close down operations and move to one of these other two or three sites.

ASSEMBLYMAN DODD: One more question: If the State or the municipality imposed new regulations on your dump, namely, the amount of landfill between layers or what not, would your contracts be interrupted? Is there any clause in your contracts that would cover you or the municipalities, say, the dumping municipalities?

MR. ROSELLE: Well, up to now ---

ASSEMBLYMAN DODD: I should say, which would impose more financial burden on yourself.

MR. ROSELLE: Well, this is one of the reasons why we are not even anticipating bidding any more than one year because if you are going to get hurt with a change in the law - unless

they more or less put out a specification in which it states, if there is a change in the law, you will be paid so much, because previously when the Sanitary Landfill Code first went into effect, a number of contracts were bid that if the code goes into effect, how much additional do you want for complying? -- And these contracts existed in the period from '57 to '60, I think. Now in this particular case, if the code was to change, existing contracts would more or less be completed at a loss if it cost more money, which it certainly will.

I remember we used to get dirt for nothing. Everybody would bring us dirt. But today, you are going to pay anywhere from \$1.50 to \$1.80 a cubic yard delivered to the site. We maintain a fellow that delivers us dirt permanently every month - you know, every week of the month. Now dirt is a big situation today because you can't get any dirt. There is very little of it around. Some of the dirt that we use in the meadows here comes out of Sayreville. That's a long haul.

ASSEMBLYMAN DODD: As a business man, naturally, from what I have gathered from today's testimony from all the contractors, it is not advantageous to your industry to bid on a long term.

MR. ROSELLE: No, it isn't and I'd like to repeat this: Down here at New Brunswick recently there was a forum down there and Mr. Price, Art Price from the State Health Department, was present and one of the contractors in the audience asked him questions such as this: Mr. Price, you knowing about garbage disposal as it is today, if you were in private business, would you bid a five-year disposal contract? And I think - you can

check it for sure - but I know it is true - Mr. Price emphatically answered, no, he would not bid it if he was in private enterprise because of the uncertainty of the code that stands to be changed.

There is no question in my mind that the State has been threatening to do it. In fact, recently the Attorney General's Office at another forum, Schwartz, I think down at Princeton, stated the same thing, that they were thinking of changing from a soft fill -- eliminating a soft fill. Well, frankly, in the meadows it is pretty tough to get dirt. In the soft fill is considered the Hackensack Meadow, Secaucus Meadows and some of the shore areas. If this law ever changes, I assure you, you haven't seen the price of garbage collection as far as disposal. Again, the disposal is only 5 to 10 per cent of the cost of garbage collection and disposal. People seem to have the idea that a contract goes up \$60,000, \$60,000 went to the dump operator. That isn't so.

SENATOR WALDOR: Senator Musto?

SENATOR MUSTO: No questions.

SENATOR WALDOR: Assemblyman Vreeland?

ASSEMBLYMAN VREELAND: No questions.

SENATOR WALDOR: Senator Crabiel?

SENATOR CRABIEL: In line with your comments that you have just made, what is your opinion as to the suggestion of treating the waste disposal areas as a public utility so that rates would be set and that some of this gamble would be taken out of the business?

MR. ROSELLE: I would like to say this: As far back as

1957, I was Secretary-Treasurer of the New Jersey State Municipal Contractors Association, and we have had our attorney prepare bills for us which we submitted to different friends of ours in hope that they would pass them. These bills in themselves ask for regulations in reference to garbage collection and disposal, of course. We asked the State Health Department take it over. We have no objection to a regulation that isn't going to hinder us and turn around and make the cost of garbage collection go up more than it already has.

It certainly is my opinion that the more regulations you have, the more costly it is going to be for garbage collection. Whereas , if the State Department of Health can handle it, whether it is a czar or a licensing by the State, we have no objection.

SENATOR CRABIEL: Do you make any difference in your thinking between the regulation of disposal areas or the regulation of the collection itself?

MR. ROSELLE: I certainly think they are as different as night and day. They certainly may go together, but I certainly think there should be certain laws for the disposal and there should be certain laws for collection.

Again, I would like to bring to the attention of this Committee, there are thousands of garbage collectors in the State of New Jersey, from a one-truck operator to a twenty-truck operator. It would seem to me it is going to be a tremendous task.

SENATOR CRABIEL: This Committee has heard many of the objections and problems of the disposal area. But I don't detect

as many problems with the collection area. Are there major problems with the collection area?

MR. ROSELLE: No, not necessarily, but what I am trying to say to you: You tell me you have a problem with disposal areas. Someone, I think at the beginning of the meeting here, Senator, was trying to find out where this land was available. This is part of our business. We are looking for disposal sites each and every day. We continually go to different towns and try to convince them to open landfills. If there are landfills that are being closed and none being opened, it stands to reason it is dwindling down.

Off the record, recently there were two landfills that opened in Edison Township and another one opened in Sayreville and I think recently there was one in Mount Olive, New Jersey, that was just opened. It seems to me when there are one or two closed, there are one or two that opens, but not in this particular area lately.

SENATOR CRABIEL: Very well.

SENATOR WALDOR: I think that is all at this time, Mr. Roselle.

MR. VAN RIPER: I have just one question, sir.

SENATOR WALDOR: Yes, sir.

MR. VAN RIPER: Mr. Roselle, you talked about dirt. Will you just tell us, please, what part dollarwise the purchase of dirt plays in the operation of your landfill? In other words, what is it costing you approximately a month?

MR. ROSELLE: Well, at the present time we have a fellow that delivers us dirt at the Kearny site and it runs anywhere

from \$1.80 a yard - and trucked to our site - and it costs anywhere from five to six thousand dollars a month for covering. Besides that, we have two thirty-eight cranes - that is a Bucyrus and Erie crane - that are continually dragging muck from the meadows. In fact, if anyone was to ride by the Harrison Pike or the Belleville Pike, I assure you they will see these thirty-eight cranes there and they cost about \$90,000 apiece. They are very noticeable.

SENATOR WALDOR: And that's what makes them so you can see them.

MR. ROSELLE: No, you don't see the money part of them.

SENATOR WALDOR: Thank you, Mr. Roselle, for your testimony.

MR. ROSELLE: I would like to clear something up.

SENATOR WALDOR: Yes, sir.

MR. ROSELLE: In the conversation here, you asked something about the Shrewsbury Disposal Company. We have no part in the Shrewsbury Disposal Company down at the shore area. I don't want to have any misunderstanding there. You mentioned Stavola and Palmer.

SENATOR WALDOR: Yes.

MR. ROSELLE: And I think you inquired whether ---

SENATOR WALDOR: Stavola and Palmer have no connection whatsoever with Roselle?

MR. ROSELLE: On the Roselle - Stavola and the collection in Neptune, but not on the Shrewsbury Disposal Company - we have no connection.

SENATOR WALDOR: You have nothing to do with Colts Neck,

Shrewsbury of anything like that?

MR. ROSELLE: No.

SENATOR WALDOR: Is that right?

MR. ROSELLE: There was another thing brought up about are there new people coming into the garbage business. Well, frankly, I don't think there are many people that want to go into the garbage business today. Although there have been three or four firms that have come up in the past four or five years. When I talk about "come into the business," I mean in our particular area, Northern New Jersey. Now I don't know about down South Jersey or other places. There may be many. But there has been, oh, four or five different contractors that have come into the garbage business in the past five or six years, namely, Primrose, the 3 D's, Marangi, and the other one slips my mind. They have come into the business as new operators, operators that have never been in the garbage business in the State of New Jersey.

SENATOR WALDOR: And they are presently bidding on contracts?

MR. ROSELLE: Yes, they are. In fact, just recently we had a contractor in River Edge default and the bonding company called our firm to take it over and we did take it over for a period of three months, in which we told them we would take over the job until they got somebody that was local. As it was, the neighboring town had the 3 D's Service Company and after three months we bowed out and this fellow bowed in. The Bergen Sanitation Company went under. So there are people in our business that go out of business too, not voluntarily either.

SENATOR WALDOR: All right. Thank you very much,
Mr. Roselle.

Mayor Monica. Mr. Mayor, you have requested of this
Commission that you be given the opportunity to testify again
in view of, I think, what you termed subsequent developments
to your last testimony here. Is that correct?

MAYOR MONICA: Subsequent major developments.

SENATOR WALDOR: Will you, as you did the last time,
raise your right hand and be sworn.

J O H N F. M O N I C A, being duly sworn, testified
as follows:

SENATOR WALDOR: Will you state your name and your
affiliation for the record, please.

MAYOR MONICA: Mayor John F. Monica, Mayor of the City
of Orange.

SENATOR WALDOR: Mr. Mayor, do you have a prepared
statement to deliver or are you going to ---

MAYOR MONICA: No, I do not. I will speak extemporaneously
as I have done in the past.

SENATOR WALDOR: All right. We are not going to review
now your testimony of the last time.

MAYOR MONICA: Supplement it.

SENATOR WALDOR: Very good. Proceed, please.

MAYOR MONICA: Gentlemen, what you are now receiving
are the following: specifications covering refuse disposal
for the Town of Montclair, 1968; you are receiving specifications in
the form of proposal and contract covering refuse disposal
site, City of Orange, 1969; you are also receiving a xerox copy
of a letter, dated April 9th, to myself from my Director

of Public Works De Carlo, indicating a list of contractors receiving certified letters with request to bid and those that answered and those that did not; you are also receiving a xeroxed copy of an advertisement in the Newark Evening News and the Orange Transcript regarding notice to bidder for refuse or dump site for the City of Orange.

[Exhibits presented by Mayor Monica can be found starting on page 58 A of this transcript.]

Gentlemen, to preface my remarks, the New Jersey State Municipal Contractors Association for public release on January 23, 1969, issued the following statement of which page 3 which I am reading now is a part: "The City of Orange recently advertised for bids for its refuse collection work. Four bids were received and, as required by law, the contract was subsequently awarded to the lowest bidder. Before this award was made, however, Mayor Monica of Orange made a slashing attack upon the industry as a whole, charging among other things that there was a monopolistic grip by a few people on the dumping facilities that were available to those who are engaged in the refuse collection and disposal business. If we are given the opportunity, as we assume we will be at the legislative committee, we will be able to demonstrate quite clearly and convincingly that there is no monopoly on the operation of dumping facilities and that any municipality or any independent contractor engaged in the business can find a place to dispose of his collection without difficulty. All that he has to do is to drive up to a facility and to say that he is willing to pay the same price that every other contractor

who is using it pays and he will be accorded full dumping privileges. Apparently, the Mayor of Orange either did not take the trouble to inquire into the situation via an authoritative source, but instead saw fit to resort to allegations that were obviously intended to and did produce newspaper headlines. During the past two years, 440 acres of dumping ground in Lyndhurst and 1200 acres in Kearny were publicly advertised for dumping purposes. The City of Orange made no attempt to bid for these privileges. Solid Waste Number One comprised of seven Essex County municipalities also failed to bid. If Mayor Monica had simply picked up the telephone and called his counterpart in the adjoining Town of Montclair, he would have found that that municipality, which incidentally collects its own refuse, had changed dumping grounds at least four times in the last five years. Then if he had made another phone call to another nearby municipality, namely, the Township of Millburn, he would have learned that that municipality, having been deprived of its dumping ground, had no difficulty in securing alternate sites. The City of Orange is free to follow the example of either one of these nearby towns or if not the city officials, particularly the Mayor, who now makes this attack upon the industry and has been diligent and alert looking after the city's interest."

Gentlemen, with that in mind and also with an appearance before the Public Utility Commissioners' hearing in Newark wherein the learned former Attorney General Van Riper appeared on behalf of the Garbage Contractors Association--he made the following statement, and this is set forth in the Star Ledger

recorded newspaper article of February 14th, 1969, and this is when I made the statement that "the Orange Mayor claimed we need State regulation of the garbage industry. ****

Walter Van Riper, an attorney for the New Jersey Municipal Contractors Association, denied Monica's charges claiming there are at least two dumping facilities available in Kearny."

Again at a Solid Waste Forum in New Brunswick, where for the first time I met the gentleman whom I then learned was Arnold Lippman, never having met him before, and we were on the podium together - in fact I was a reactor to his particular statement - and at that time the recorded Newark Evening News story on April 12th, 1969, carried the following, which is fundamentally the exact thing that happened: "Monica," this is quoting me, "I am here as a chief executive and I want to know why when ---" Let's go back a little further. I'm sorry. "Mayor Monica retorted, "I am not misinformed. In my city, garbage collection was up . 50 per cent for one year, 68 per cent for a three-year contract, 85 per cent for a five-year contract." Lippman: "The question is not economical; it's political. If you are going to make this a political meeting - -" Monica: "I am here as a chief executive and I want to know why when I sent out 14 proposals for a dump site, I only got one response." Lippman: "You don't do your homework." Monica: "I did." And again, at the time I had never discussed anything about a 5-inch hole or anything else or road conditions with Mr. Lippman - anything he said this morning to the contrary. I say that it is not a fact.

Gentlemen, it has been stated here that Orange is

seeking an unwieldly proposal, a five-year bid and a nine-year bid. Now if you will look at both proposals, one from Montclair and one from Orange, you will see they are almost identical except for the term and except for the tons of garbage. Montclair has been receiving bids constantly from one or maybe all the members of the combine who now operate the Kearny dump. And if you will note on page 6 of both of those specifications - both of those specifications provide for almost identical things - it states: "Whenever in these Specifications the words, 'Proper Condition' are used with reference to roads, such 'Proper Condition' shall be held to be a road free from ruts and depressions five inches deep or over, a road with a consolidated surface free from soft and spongy spots, free from snow and icy conditions and adequately drained." Both of them are identical.

Now this is a new thing to us. We didn't know much about obtaining specifications for garbage dump sites so we went to a lead which was given to us by the members of the Contractors Association, namely, the Town of Montclair, and we followed their specifications. There was a municipal committee formed by Councilmen - the City Attorney, the Clerk, myself - and we went over these specifications and we conformed to them. We figured there is no reason - that we knew what to expect before a hearing of this kind that they would say that you threw a left curve at us or you committed a donnybrook by putting in specification beyond what we normally bid for.

Therefore, anything said today about the specifications for bidding being unreasonable are solely matters in the minds

of the contractors, period. These are in existence. They are existing conditions. They have been bid conditions and they are in operation today.

Now on the same specs Montclair was awarded for a disposal site with the North Jersey Disposal Company for one year, commencing January 1, 1969, at a flat rate of \$34,444 for the site. That is exactly the same site that could fit into the bid specifications that we presented.

To further make sure that before this august body we would not be impugned by statements that some people did not receive their specifications to bid or their request for bid, I made sure that every one of the letters went out certified mail. Now again if you will turn to the letter of April 9th, 1969, you will note there were 14 proposals for bid that were sent out by certified mail. If I may, I want to read the names to you and tell you exactly what happened. I sent one naturally to Walter D. Van Riper, Esq., being aware that he did represent the contractors, and I thought he could perhaps stimulate some activity for us, knowing of his kind interest in the City of Orange, that he would perhaps get some bidders. He did send his return receipt on 4-2-69.

We sent one to Ringlieb Brothers, Sharkey's Dumps, and his receipt was returned, but he called and told us that he could not bid at this time because he was presently under litigation. Therefore, what Lippman says about Sharkey dumps can't certainly be attributed to the City of Orange.

A letter also went out to Thomas Viola and Son and he returned a receipt on 4-3-69.

C. F. Malanka and Sons - I believe that is the same gentleman who represented a company here and testified earlier this morning. And he returned a receipt to us on 4-3-69.

C. Egan and Sons in East Orange sent us a receipt on 4-2-69.

Peter Roselle, the gentleman who testified prior to me, sent us a receipt, a return receipt, on 4-2-69.

Now just follow the next four.

Maplewood Disposal Company, which is presently in one of the joint enterprise collecting our garbage now, failed to accept the letter and it was returned unclaimed.

Central Salvage Company, the same one who has our joint venture today, their letter was returned unclaimed.

William A. Keegan, also in the Kearny dump combine, returned his receipt on 4-3-69.

Reclamation and Improvement Company - their receipt was returned on 4-2-69.

Now James Petrozello who is presently in our combine, who has had our contract for a few years past, failed to even claim his letter and it was returned to us unclaimed.

Roselle, Fereday and Meyer did receive it, and Mr. Lippman said he did, and that was returned to us on 4-7-69.

New Jersey Municipal Sanitary Land Full, Inc., which is the total combine of the four individuals who have the present Kearny dump site, returned their letter to us unclaimed and so did the Delaware Sanitation Company.

Now I say to you gentlemen, this is the Committee's

prerogative, to sift this information that we are giving you, to find out whether there are any practices in the garbage industry which are contrary to the public interest, which are contrary to the interest of the citizens of the State of New Jersey.

They say, five years is too long, too long of a contract. Well, let's see if this is a fact. Didn't Egan and Sons give us a one-, three- and five-year contract only four months ago - five months ago? Did not C. F. Malanka and Sons, who testified here this morning, give us a bid on a one-, three- and five-year contract only four months ago? Did not Central Salvage, James Petrozello, Maplewood Disposal, in a combined unit, give us a bid only four months ago for a one-, three- and five-year contract? Thomas Viola also gave us a contract, but for one year.

Now, gentlemen, they want to lead you to believe that this is impossible, they can't bid. Why were they able to bid four months ago and in an area where labor could affect them greater, in the collection area? Now we relieve them of that responsibility. We say, just give us the dump site area where the most is five, six, seven and eight men. That's all they hire. They told you that this morning. It is their own testimony. Yet they cannot give you or myself a decent answer to say that they can't anticipate costs for four or five years or nine years. And better than that, gentlemen, why did they bid for a ten-year lease with the Town of Kearny with all these uncertainties today and pay 51,000 per cent more for a contract? Does this seem right? Does this seem like good business? Or

does this tell you, gentlemen, that the garbage disposal area must be turned over to the people, it must be a State-run operation? Otherwise, gentlemen, the people and the taxpayers and the citizens of the State of New Jersey are going to be utterly disappointed with their legislative officials and with their Governor because to do otherwise will mean millions and millions of dollars going into areas that you and I cannot control.

Senator, I have heard many questions this morning asked of these garbage contractors about how many men they hire. But still, sir, don't you think it would be more important to subpoena their records so that maybe their recollection would be fresh? Would this not be the more appropriate way to handle this thing?

Now a man gets paid \$225, \$285 a week. He can't get men. That might be so. But I don't think it is a reality. Further than that, they are talking about areas being open for dumping. Well, you and I know that is not a fact. Where can we dump? They say they will take a load of ours or three loads, but will they take it for 365 days a year from us? Yes, he said at 50 cents a cubic foot. That's an expensive way for a town to dump. This goes to the heart and the core of the American people and to the people of New Jersey. This is what is hurting us today. There has been no active part. Now again I have been told that this investigation will continue for two years. We cannot stand it in Orange. Mr. Roselle said he didn't want to bid because there was a squabble. What squabble is there for the chief executive of a municipality to want to

give his citizens the honest return of every dollar in value that he spends? Is this a squabble? Or is this what I was elected for? Is this not what you people were elected for? Is this what's wrong with me - I can't even get a dump site bid? What have I now become - persona non grata? The 35,000 people of the City of Orange are now persona non grata as to all of these individuals? What is happening to the American people? Why must I be impugned? They make this a personal issue. I have no personal ax to grind with these gentlemen. I know some of them personally. I think they are fine gentlemen. What I am talking about is my service to my community as the Mayor, with the third highest tax rate of the county, being elected two years ago and vowing to do a job, vowing to reduce the taxes if I can, vowing to make sure that the City of Orange becomes one of the best municipalities of Essex County. Is this wrong, gentlemen?

SENATOR MUSTO: I am just getting tired sitting here. I wish he would stick more to the problem at hand.

MAYOR MONICA: We are, Senator. If you want, you can ask me questions, pointed questions. You can ask me any question you want.

SENATOR MUSTO: Nobody asked you to come down here to be a hero with me, Mayor. Now you present your problem.

MAYOR MONICA: No, Senator, I am not. But I am here as the Mayor requesting to be heard.

SENATOR MUSTO: Well, you are being heard.

SENATOR WALDOR: Let me say this, Mr. Mayor: In the first place, much of what you say, I don't know what the basis

for your information is. For example, I certainly don't anticipate as Chairman of this Commission and I don't know of any members of this Commission who anticipate that these hearings are going to continue for two years. I hope that isn't true.

MAYOR MONICA: Well, if they do, we are out of business in the City of Orange.

SENATOR WALDOR: I hope that the rest of your information is a little more authentic than that.

MAYOR MONICA: I said I heard, sir.

SENATOR WALDOR: Because this Commission - and let me get this perfectly clear with you - has been formed by both Houses of this Legislature in order to study and investigate this problem for the purposes of presenting to their respective Houses legislation that will improve and correct conditions that exist in the industry as it is related to the different municipalities in the State of New Jersey today. We are not here to go on any witch hunt. We are not here to cast aspersions on anyone's character or ability to cope with problems that may exist. We are here to help the City of Orange or any other municipalities in the State that are in need of help by corrective legislation. This is our purpose. If testimony should develop that there are unsavory or corrupt influences that have infiltrated the garbage industry that cause situations such as the one that confronts you, I assure you they will be referred to the proper authority for investigation and action. But our purpose, at your instigation, I might add, in large measure, was to correct an area that needs correction. Now you sat here this morning and I have asked these contractors as they have come up whether they feel

their own field needs regulation, and they have indicated that they have.

My personal feelings, and I have stated them to the press and I will state them publicly now, are there is no question in my mind as a member of this Commission that there is regulation necessary in this area.

But I don't think it is fair, Mr. Mayor, for you to infer or to cause by innuendo any suggestions that we are a political sounding board or anything of that nature. We are here for the same reason you are here. We have people that we represent. Senator Musto is a mayor also as you well know.

MAYOR MONICA: I know.

SENATOR WALDOR: And I am not going to continue with the diatribe that Senator Musto interrupted you on. But please give us the information you have, sir, let us ask some questions and continue.

MAYOR MONICA: We are, sir, and that is why I am here. If I seem to infer that this Committee was not doing its best, that is an erroneous interpretation and you know better than I --

SENATOR WALDOR: Yes, sir. I want that stated for the public record too.

MAYOR MONICA: This is what I am saying has been said and it has been told to us individuals --

SENATOR MUSTO: That is what I don't want to hear. I don't want to hear that.

MAYOR MONICA: All right, Senator. Certainly I will go on with whatever you wish.

Now, gentlemen -- all right, maybe you want to ask me

questions and I can get on with it this way.

SENATOR WALDOR: Well, let me ask you this, Mr. Mayor: This letter that was sent out by Mr. De Carlo to 14, I think you said - I haven't counted them --

MAYOR MONICA: Yes.

SENATOR WALDOR: You didn't receive any favorable responses from any of these people?

MAYOR MONICA: The only one that sent a letter to us and said that he could not bid under the terms was C. Egan and Sons and at a prior conference of the Council, he said that the term was too long because his contract for a dump site was only three years.

SENATOR WALDOR: I scanned through the specifications that you submitted, that is, of Orange and compared them with Montclair. I haven't read them and I am saying that from a cursory examination of them, they appear to be almost identical and word for word.

MAYOR MONICA: You will find them almost so.

SENATOR WALDOR: Now you know where Montclair dumps its refuse, do you not?

MAYOR MONICA: Right.

SENATOR WALDOR: Where is that, Mr. Mayor?

MAYOR MONICA: In Kearny, the Kearny dump site.

SENATOR WALDOR: Would you, sir, as the chief executive of Orange - and you heard the testimony of Mr. Roselle before you - would you accept the condition of dumping that Mr. Roselle has suggested that he would offer to you forthwith to dump your refuse and, if not, why not?

MAYOR MONICA: Why not? Because he is offering us a commercial rate which is not equivalent to a municipal garbage collection contract and in addition to that, you will note that they all said they wouldn't take a contract for collection for less than three years because of the amortization of the equipment. How can we, privately or by asking other contractors to come in with a one-year contract -- They, themselves, say this is wholly unheard of. It must be for the minimum of three years. But, mind you, they are all talking about equipment, rolling stock, that is only three years old and then they change it. But if you will notice - and the last time we submitted a list of the equipment presently used by our scavenger - you will find there that none of the equipment is three years young. So evidently it must be that he needs a longer period of time to amortize his equipment.

SENATOR WALDOR: Mr. Mayor, in your judgment or at least in my judgment - let me put it this way - I gathered from your testimony that we agree - that any contractor who comes to Orange and bids on a three-year contract or a five-year contract, which goes toward collection and the dumping, is in effect giving you a five-year contract for the dumping of your refuse because this is a part of the consideration of his price and so forth in his bid to you. Don't you agree with that?

MAYOR MONICA: I don't follow you, sir.

SENATOR WALDOR: In other words, it has been testified to here today by Mr. Roselle principally and others who have testified - I think Mr. Lippman indicated the same thing and I

don't recall anyone else who may have said the same thing - that they wouldn't go into a disposal contract for a long period of time, anything longer than a year, I gathered from their testimony.

MAYOR MONICA: That's right.

SENATOR WALDOR: Isn't it a fact in your judgment that by bidding on a five-year contract with you, they are in effect entering a five-year contract for your disposal.

MAYOR MONICA: Correct.

SENATOR WALDOR: And they are basically committing their dump grounds, even though they are the ones that pick up the garbage, to receive your garbage for five years.

MAYOR MONICA: Correct. That's what the dump site is.

SENATOR WALDOR: And there is basically no difference, as I see it, between bidding for the collection and the disposal for a five-year period or simply giving you the disposal for a five-year period without the collection. Do you see a distinction?

MAYOR MONICA: There could be a distinction there.

SENATOR WALDOR: Do you see a difference?

MAYOR MONICA: No, I don't see any difference.

SENATOR WALDOR: I don't either.

MAYOR MONICA: But they might say there is a distinction.

SENATOR WALDOR: Assemblyman Dodd.

ASSEMBLYMAN DODD: On the one point you brought up where only one company I heard today testify that it is advantageous to them to amortize over a three-year period - I am sure this does not hold true for each company.

MAYOR MONICA: That's right. Three or more.

ASSEMBLYMAN VREELAND: I wanted to ask you, Mayor, for the clarification of your expression "site combine." You said, "combine." I think you were speaking then about the Kearny site.

MAYOR MONICA: That's right. That is one of the combines.

ASSEMBLYMAN VREELAND: What are the combines? What's that?

MAYOR MONICA: Well, it would be a joint venture. As I understand it, four individuals have combined together under a joint venture and bid \$51,000 for a ten-year contract for almost 1200 acres of dump site in the Town of Kearny.

ASSEMBLYMAN VREELAND: Which they formerly got for one dollar.

MAYOR MONICA: For one dollar.

ASSEMBLYMAN VREELAND: Did you mean to imply that the combine was uncooperative as far as you were concerned?

MAYOR MONICA: Well, let's return to the sheet which I gave you on the return of certified mail of April 9th, 1969. Now Central Salvage returned their letter unclaimed. Maplewood Disposal did not give us anything. Keegan returned the receipt, but didn't bid. The Delaware Sanitary Company and the New Jersey Municipal Sanitary Landfill returned their letters to us. But some of these people who did pick up the letter are members of this group that have the Kearny landfill site, but still we didn't get any bids. Now don't you think it is an opportunity to bid? They bid on a five-year contract before which included a dump site. Malanka said that he couldn't do it, but he did it

only four months ago, so did Petrozzello, so did Maplewood Disposal. But still when it comes out just for the dump site, no, they don't want it, and mind you, this is the area - I must repeat - where labor is at a minimum and they are always talking about labor. You know they said they have eight or nine men and some of them only have four or five.

ASSEMBLYMAN VREELAND: Thank you very much.

SENATOR WALDOR: Mr. Mayor, do you have copies before you of your advertising of specifications for Orange and Montclair? Do you have those here?

MAYOR MONICA: Yes.

SENATOR WALDOR: In looking through these things, Senator Musto and I have been unable to find the time, the five to nine years. Where is that?

MAYOR MONICA: That would be at the end. It would be optional. It's on page 10. You see, those are the options, either nine or five.

SENATOR MUSTO: In other words, in your bid you are only offering a five- or a nine-year bid, nothing else.

MAYOR MONICA: At the moment we did, that's all, because of the fact we also may be not as learned as the garbage disposal men but we know that people want at least five years to amortize their equipment and, better than that, if you will take our present contract, our contractor is using equipment eight and nine years old. So, therefore, they might even come in with a better price if we could get a nine-year contract if they have an opportunity to amortize their equipment over nine years, if they are fortunate enough to have it last.

SENATOR WALDOR: This is another difference between the Montclair contract and the Orange contract?

MAYOR MONICA: That is the major difference. It's the term.

SENATOR WALDOR: Montclair has been in its own collection business for some period of years, hasn't it?

MAYOR MONICA: That's correct. That's why they can go for one year. They already have their equipment.

SENATOR WALDOR: That's exactly the point that I am trying to make. They have been in the business of collecting their own refuse for some period of time now. Is that right?

MAYOR MONICA: That's correct.

SENATOR WALDOR: Mr. Mayor, what alternatives do you have at the present time since you have no one who has offered the facilities?

MAYOR MONICA: We have no alternative at the present moment. We are at the mercy of anyone come January 15th, 1970. That is why I say here there is an urgent need for action. Now this is one of the conclusions when they will not come out and bid for a dump site and they will tell you it's the most minimal part of the contract.

SENATOR WALDOR: Were your specifications subject to negotiation as far as you are concerned?

MAYOR MONICA: We couldn't negotiate as a municipality.

SENATOR WALDOR: No. I say, discussion. Then let me put it this way: Would the contractors of any land site --

MAYOR MONICA: We did.

SENATOR WALDOR: You would have discussed, would you not,

perhaps changing some of the specifications that may have been objectionable to them if it were shown you?

MAYOR MONICA: I suppose, if they are reasonable objections, the Council would gladly change them and I would recommend that.

SENATOR WALDOR: I am not asking you whether you would change it; I am saying you would be willing to talk about changing it.

MAYOR MONICA: Definitely, but no one has talked to us except Egan and Sons.

SENATOR WALDOR: That's what I want to know. Did anyone communicate with you?

MAYOR MONICA: Egan and Sons.

ASSEMBLYMAN DODD: Mr. Mayor, would you consider bidding on a three-year contract --

MAYOR MONICA: Well, there again now, it becomes --

ASSEMBLYMAN DODD: -- after the testimony you have heard today?

MAYOR MONICA: Now it becomes a problem for the capitalization of your equipment. You see, if you buy trucks - assuming we need six trucks or anybody needs six trucks to run this job and you have to pay approximately \$30,000 - you must amortize it either three or five. If you run it in five years, you are able to service your community at a reasonable rate. If you go at three, you might find it unreasonable. Now these other men might be able to find that their trucks can be used elsewhere.

ASSEMBLYMAN DODD: I meant as collection and disposal. You are referring to just disposal on the proposition that Orange

would furnish its own.

MAYOR MONICA: Of course, one goes hand in hand with the other. So assuming that I get a five-year collection contract and only get a three-year dump, where am I going to dump at the end of the third year? In addition to that, it will give the municipality a greater area for bidding. More people will come in and bid on a five-year contract for collection purposes because again they can amortize over five years and you get more competitive bidding. Actually I am talking about the citizens of the State of New Jersey. You see, this is giving them a greater service.

ASSEMBLYMAN DODD: After the testimony I have heard today, I was very much impressed as a business man that it is not advantageous for these gentlemen to bid on long-term contracts and I cannot blame them for it - just the fact that by State regulations, namely ourselves sitting at this table, could turn around and pass a bill which could double their costs. This is neither here nor there. But in light of this, in light of what the market calls for, would you and your council consider any combination of municipally-owned and run collection service and a private dumping ground?

MAYOR MONICA: That is what we are doing.

SENATOR WALDOR: That's what they are talking about.

MAYOR MONICA: That is the purpose of the testimony today.

SENATOR WALDOR: That's what these bids are for.

ASSEMBLYMAN DODD: But, three years ---

MAYOR MONICA: Assemblyman Dodd, you said one thing -

you didn't think it was advisable as a business man for them to have long-term contracts. Then why, sir, did they bid only four months earlier on a one-, three- and five-year contract with the total picture, with the total labor involved, not dump site alone? I don't quite see the thinking there.

ASSEMBLYMAN DODD: As I understand it, that is what started this whole business was the price of the five-year contract.

MAYOR MONICA: Another reason why I say if this is an impossibility, if these people cannot service a vital need of the citizens of the State, then it becomes the State's duty to take it over. This becomes vital because there is nothing that is more important for the public health, welfare and safety of a State than garbage disposal.

ASSEMBLYMAN DODD: Well, that's what we hope to determine by this Commission.

MAYOR MONICA: And this Commission will have to determine that.

SENATOR WALDOR: Are there any further questions?

ASSEMBLYMAN DODD: Just one more. Mr. Mayor, do you have any facts or evidence of collusion or any criminal activity, known criminal activity, in the garbage industry?

MAYOR MONICA: That is not why I am here.

ASSEMBLYMAN DODD: Well, I am asking you.

MAYOR MONICA: I am not here for that purpose. I leave that to this Committee and to the State Investigating Committee. That is not my purpose here and I don't make any such charges - never did. I am here for one purpose and I explained it and I

was told it was political so I will not repeat it again.

SENATOR WALDOR: Now, Mr. Mayor, let's get things straight. You weren't told that your appearance here is political at all.

MAYOR MONICA: I didn't say that.

SENATOR WALDOR: Because I invited you here.

MAYOR MONICA: No, Senator, that wasn't the purpose. I said I was told that the reasons for it might be political and I don't want to repeat them. I don't want to offend the Senator.

SENATOR WALDOR: Any further questions? [No response.]

Thank you very much.

Is there anything else that any of your colleagues would like to add briefly?

C A R M I N E C A P O N E: I am Councilman Capone.

Just as a matter of record - one point was brought up this morning - I forget who made it - I think it was C. F. Malanka - he said that when the City of Orange put out their garbage specifications for the present garbage contract, the specifications particularly stated that we mentioned 8 trucks. I have a copy of the contract with me and we never said 8 trucks. The only thing we mentioned was that the contractor would be responsible for picking up the garbage and whatever material or equipment was required, this is what they would need. Along with that, we have with us a signed report by our Garbage Inspector Daly as to actually how many trucks are being used in the City of Orange. He has never used more than 4 trucks. He bid the job with 8 trucks. He has never used more than 8

men and 1 foreman. That's a matter of record.

SENATOR WALDOR: With the 4 trucks.

MR. CAPONE: With the 4 trucks. But it was mentioned in our negotiations with the contractor when we received this decided increase that he thought that the contract required 8 trucks. Well, no one has ever seen more than 4 trucks.

Thank you.

SENATOR WALDOR: Thank you.

SENATOR MUSTO: I am curious about that Garbage Collection Inspector. What does he get?

MR. CAPONE: What does he get?

SENATOR MUSTO: That's a new job.

MR. CAPONE: No, it's not a new job.

MAYOR MONICA: No, Senator, that's amongst his other duties. We have dedicated workers in our city who get up early. This is one of the things I am blessed with, Senator.

I think Councilman Lucarello would like to say something.

SENATOR WALDOR: Fine.

Q U I N C Y L U C A R E L L O, being duly sworn, testified as follows:

SENATOR WALDOR: State your name, please.

MR. LUCARELLO: Quincy Lucarello.

Earlier today you had testimony from a Mr. Malanka that represented C. F. Malanka and Sons and he stated that when we give our police and firemen and municipal employees raises, there is never any furor. Well, I can assure him that there is plenty.

SENATOR WALDOR: So can I.

MR. LUCARELLO: Of course, I don't remember at any time when a contractor has bid on a contract from one year to the next that they haven't gotten a raise. I just wondered how long Mr. Malanka had the contract in Union City and is he presently holding that contract.

SENATOR MUSTO: He is presently holding it and he has held it for at least 16, 17, 18, 19 years to my knowledge. I think he stated that this morning.

MR. LUCARELLO: Senator, have you been mayor all those years?

SENATOR MUSTO: No, I haven't.

MR. LUCARELLO: I wonder how many acres of land C. F. Malanka has in Secaucus for the purpose of dumping.

SENATOR MUSTO: I don't know that either and I don't know how that pertains.

MR. LUCARELLO: It pertains here quite a bit, Senator, in view of the fact that we had a Mr. Egan come into our town offering us a dump site for 3 years and this gentleman only has 10 acres of land. So I think it is pretty important at this point.

I just wonder - and it might be a question that you gentlemen might ask - we are all for organizations and I just wonder what the purpose of the organization is since we are all dealing in free enterprise and there has been no testimony as to exactly what the activities of the organization are.

Mr. Lippman also testified earlier today that he held a contract in Elizabeth and then he lost that contract to a lower bidder. He also testified that he didn't know who that lower

bidder was. Isn't this the bidder that he lost the contract to whom he is in partnership with at the present time operating a dump in the Town of Elizabeth? I just wonder. I am not sure, but it is something I wondered about.

Mr. Roselle also stated that we are part-time councilmen and not specialists and they are specialists in the field of garbage collection. Well, I have news for Mr. Roselle, this job is not a part-time job. It is taking up a good deal of our time as it is today.

He also stated that the Town of Belleville does not have a contract with them for dumping purposes. I am quite sure that the Town of Bellville or any other town as one of their requirements for bidding purposes is that they do have a dump site. So I just wonder how they can operate this dumping privilege for the Town of Belleville on a word of mouth contract.

Senator Waldor, you also stated earlier that there was a particular business in Newark that tried to get another contractor to pick up his garbage after the gentleman had received a substantial increase and he called a number of other contractors and no one would pick it up. We have the same condition existing in Orange where someone went in and asked the gentleman for quite a substantial increase and he called six other contractors and he was told that they couldn't work in that area. Now I just wonder about that.

Also Mr. Roselle testified that it cost between five and six thousand dollars a month for landfill and that could very well be a true statement. But nothing has been testified to as to the amount of revenue derived from that dump for that

five to six thousand dollar investment in landfill.

Gentlemen, I don't have anything further to add that hasn't already been said. But I think that the people of the State of New Jersey are looking for a fair shake and possibly with the help of this Commission, they may be able to get it.

SENATOR WALDOR: Thank you.

Judge Van Riper, is there anyone else? We have 25 minutes and we would be glad to receive any further testimony you have to offer at this time.

MR. VAN RIPER: I see nothing to rebut. We thought we might find something from our friends in the City of Orange to rebut, but I see nothing to rebut. I had planned to make some remarks about the legislation that was introduced the other day, 919, 920, and 921. But I don't think this Committee, as I see it, is conducting a hearing on those bills.

SENATOR WALDOR: No, we are not. Most emphatically we are not.

MR. VAN RIPER: And I don't imagine you are interested in those bills at the moment. I imagine if they got to that point, there might be a hearing by either this or some other committee on them. So I imagine it would not be fair to the Committee to take their time.

SENATOR WALDOR: No, I don't think we would be interested in that now, sir.

MR. VAN RIPER: I don't think so either. So, therefore, I think we can cooperate with the Committee to the extent of saving them 26 minutes.

SENATOR WALDOR: Well, there may be some others in the

room who want to testify. Thank you very much, Judge.

Is the President of the Maplewood Disposal Company here? [No response.] Is the Bellezza Company representative here? [No response.] Is the President of Miele and Sons present? [No response.]

Well, if there is no further testimony to come before this Commission at this time, we will conclude this hearing until the call of the chair requires another one and at such time, I assure you, Judge Van Riper, and any other interested parties that are in the room, we will notify you where you can make an effort to determine when the next hearing will be held. We will be glad to accept any additional testimony, information or facts that you may have submitted to us in writing.

Thank you all very much. I declare this hearing adjourned.

MR. VAN RIPER: Thank you for your attention, sir.

[Hearing Adjourned]

Submitted by Mayor Monica, City of Orange

ADVERTISEMENT
INSTRUCTIONS TO BIDDERS
SPECIFICATIONS
FORM OF PROPOSAL
AND CONTRACT
COVERING
REFUSE DISPOSAL SITE

PURCHASING DEPARTMENT
TOWN OF MONTCLAIR, N. J.

1968

ADVERTISEMENT

BIDS FOR FURNISHING REFUSE DISPOSAL SITE

SEALED BIDS FOR FURNISHING A REFUSE DISPOSAL SITE FOR THE DISPOSAL OF ALL MUNICIPAL REFUSE WILL BE RECEIVED BY A COMMITTEE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF MONTCLAIR, IN THE COUNCIL CHAMBER, IN THE MUNICIPAL BUILDING, CORNER OF BLOOMFIELD AVENUE AND VALLEY ROAD, MONTCLAIR, N. J., ON MONDAY OCTOBER 21, 1968 . AT 4:15 P.M., AND THERE PUBLICLY OPENED AND READ.

THE REFUSE DISPOSAL SITE SHALL BE FURNISHED STRICTLY IN ACCORDANCE WITH THE SPECIFICATIONS APPROVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MONTCLAIR. ALL BIDS MUST BE SUBMITTED ON FORMS PROVIDED IN THE SPECIFICATIONS. BIDS NOT SUBMITTED ON THESE FORMS MAY BE REJECTED. BIDS MUST BE ENCLOSED IN SEALED ENVELOPES ADDRESSED "BOARD OF COMMISSIONERS, TOWN OF MONTCLAIR, N. J." AND ENTITLED "BID ON REFUSE DISPOSAL SITE."

COPIES OF THE SPECIFICATIONS ARE ON FILE AT THE OFFICE OF THE PURCHASING AGENT OF THE TOWN OF MONTCLAIR.

EACH BID MUST BE ACCOMPANIED BY A BID BOND FOR \$5,000.00 EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW JERSEY, TO INSURE THE SIGNING OF THE CONTRACT WITHIN TEN (10) DAYS AFTER THE AWARD SHALL HAVE BEEN MADE. THE BID BOND OF ALL EXCEPT THE LOWEST THREE (3) RESPONSIBLE BIDDERS WILL BE RETURNED WITHIN THREE (3) DAYS AFTER THE OPENING OF THE BIDS. THE REMAINING BONDS WILL BE RETURNED UPON EXECUTION BY THE SUCCESSFUL BIDDER OF A CONTRACT BINDING UPON THE BIDDER AND THE TOWN.

THE BOARD OF COMMISSIONERS RESERVES THE RIGHT TO CONSIDER BIDS FOR THIRTY (30) DAYS AFTER THEIR RECEIPT AND THE RIGHT IS RESERVED TO ACCEPT ANY BID OR TO REJECT ANY OR ALL OF THEM.

BY ORDER OF THE BOARD OF COMMISSIONERS.

CONSTANCE B. ARNOTT
TOWN CLERK

INSTRUCTIONS TO BIDDERS

DEFINITION OF TERMS

IN THE INSTRUCTIONS TO BIDDERS, CONTRACT AND SPECIFICATIONS, THE WORD TOWN IS USED TO DESIGNATE THE TOWN OF MONTCLAIR, NEW JERSEY, OR A DULY AUTHORIZED REPRESENTATIVE FOR WHOM THE WORK HEREINAFTER DESCRIBED IS TO BE PERFORMED.

THE WORD BOARD IS USED TO DESIGNATE THE BOARD OF COMMISSIONERS OF THE TOWN.

THE WORD DEPARTMENT IS USED TO DESIGNATE THE DEPARTMENT OF PUBLIC WORKS, WHICH IS IN CHARGE OF ALL STREET MAINTENANCE WORK CONNECTED WITH THE TOWN, SUBJECT TO THE SUPERIOR JURISDICTION OF THE BOARD.

THE WORD BIDDER IS USED TO DESIGNATE ANY PARTY OR PARTIES SUBMITTING IN PRESCRIBED FORM A PROPOSAL TO PERFORM WORK HEREINAFTER SPECIFIED TO BE PERFORMED.

THE WORD CONTRACTOR IS USED TO DESIGNATE THE SUCCESSFUL BIDDER OR BIDDERS AFTER HE OR THEY HAVE BEEN SELECTED BY THE BOARD AND HAVE ENTERED INTO A CONTRACT TO PERFORM THE WORK, OR HIS OR THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS.

THE WORD ENGINEER IS USED TO DESIGNATE THE ENGINEER AUTHORIZED BY THE BOARD TO SUPERVISE THE WORK AND SHALL EXTEND TO AND INCLUDE ANY ENGINEER OR INSPECTOR WHOM HE MAY DESIGNATE TO ACT IN THE PREMISES.

THE WORD WORK IS USED TO DESIGNATE THE WORK, MATERIALS AND THINGS REQUIRED TO BE DONE, FURNISHED OR PERFORMED BY THE CONTRACTOR UNDER THE SPECIFICATIONS HERETO ATTACHED.

WHENEVER THE WORDS DIRECTED, REQUIRED, PERMITTED OR WORDS OF LIKE IMPORT ARE USED, IT SHALL BE UNDERSTOOD THAT THE DIRECTION, REQUIREMENT OR PERMISSION INTENDED IS THAT OF THE ENGINEER, AND SIMILARLY, THAT THE WORDS APPROVED, ACCEPTABLE, SATISFACTORY OR WORDS OF LIKE IMPORT MEAN APPROVED, ACCEPTABLE OR SATISFACTORY TO THE ENGINEER.

PROPOSALS

BIDS WILL BE RECEIVED ON OR BEFORE 4:15 P.M. Monday, October 21, 1968, AND THEN PUBLICLY OPENED AND READ AS STATED IN THE ADVERTISEMENT. THE ENVELOPES CONTAINING THE BIDS MUST BE SEALED, ADDRESSED TO THE BOARD OF COMMISSIONERS OF THE TOWN OF MONTCLAIR, N. J., AND DESIGNATED AS Bid for Furnishing Refuse Disposal Site.

PROPOSALS MUST CONFORM IN EVERY RESPECT TO ALL OF THE CONDITIONS NAMED IN THE ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS AND CONTRACT.

PROPOSALS MUST BE SUBMITTED UPON THE PROPOSAL FORMS ATTACHED HERETO, ALL BLANKS OF WHICH MUST BE FILLED IN APPROPRIATELY. FAILURE ON THE PART OF ANY BIDDER TO CONFORM WITH THESE REQUIREMENTS OR TO FURNISH A BID BOND MAY CAUSE THE REJECTION OF HIS PROPOSAL AS INFORMAL.

BIDDERS TO
EXAMINE
SPECIFICA-
TIONS

BIDDERS MUST EXAMINE CAREFULLY THE SPECIFICATIONS. IF BIDDERS FAIL FULLY TO UNDERSTAND ANY CLAUSE OR REQUIREMENT OF THE SPECIFICATIONS, INQUIRY MUST BE MADE OF THE ENGINEER FOR HIS INTERPRETATION IN ADVANCE OF SUBMITTING A BID. FAILURE ON THE PART OF BIDDERS THOROUGHLY TO ACQUAINT THEMSELVES WITH THE WORK TO BE PERFORMED AND THE CONDITIONS UNDER WHICH IT MUST BE PERFORMED WILL NOT CONSTITUTE A VALID EXCUSE FOR CLAIMS OF ANY KIND AFTER THE AWARD OF THE CONTRACT.

CONTRACT

EACH BIDDER MUST BE PREPARED TO ENTER INTO A CONTRACT TO FULFILL THE OBLIGATIONS INCURRED BY HIS PROPOSAL WITHIN TEN (10) DAYS FROM THE DATE OF ITS ACCEPTANCE.

THE BID BOND OF ALL EXCEPT THE LOWEST THREE (3) RESPONSIBLE BIDDERS WILL BE RETURNED WITHIN THREE (3) DAYS AFTER THE OPENING OF BIDS. THE REMAINING BONDS WILL BE RETURNED UPON EXECUTION BY THE SUCCESSFUL BIDDER OF A CONTRACT BINDING UPON THE BIDDER AND THE TOWN.

PRICE
BID

EVERYTHING REQUIRED TO COMPLETE THE WORK TO BE DONE UNDER THE SPECIFICATIONS SHALL BE CONSIDERED AS INCLUDED IN THE PRICE BID.

ITEMS IN-
CLUDED IN
WORK TO
BE DONE

THE WORK TO BE DONE INCLUDES THE FURNISHING OF A REFUSE DISPOSAL SITE FOR THE DISPOSAL OF ALL MUNICIPAL REFUSE.

SPECIFICATIONS

GENERAL

THESE SPECIFICATIONS COVER THE FORMWORKING AND OPERATION OF A REFUSE DISPOSAL SITE FOR THE DISPOSAL OF ALL MUNICIPAL REFUSE AND ACCESS ROADS AND OTHER MATTERS PERTAINING THERETO. THE SUCCESSFUL BIDDER SHALL BE PREPARED TO ENTER INTO A CONTRACT WHICH SHALL SET FORTH, AMONG OTHER THINGS, THAT THE BIDDER EITHER OWNS OR LEASES THE PREMISES ON WHICH SITE IS LOCATED, THAT THE NECESSARY MUNICIPAL AND HEALTH BOARD CONSENTS FOR USE FOR REFUSE DISPOSAL HAVE BEEN ACQUIRED AND A DETAILED DESCRIPTION OF LOCATION OF THE PROPOSED SITE. BIDDERS SHALL COMPLETE AND FILE WITH PROPOSAL ALL INFORMATION REQUIRED UNDER DESCRIPTION OF SITE, AND SHALL COMPLETE AFFIDAVIT.

REFUSE TO BE DISPOSED

THE PROPOSED REFUSE DISPOSAL SITE SHALL BE USED FOR THE DISPOSAL OF ALL MUNICIPAL REFUSE, INCLUDING GARBAGE, RUBBISH, ASHES, DEAD ANIMALS AND ALL DISCARDED MATERIALS COLLECTED BY THE TOWN REFUSE COLLECTION SERVICE. THE TOWN SHALL ALSO HAVE THE RIGHT TO DISPOSE AT THE SITE STREET SWEEPINGS, CATCH BASIN CLEANINGS, ROAD MATERIALS, TREE BRANCHES, BRUSH AND LEAVES COLLECTED AND TRANSPORTED TO THE SITE BY ALL TOWN DEPARTMENTS.

OPERATION OF SITE

THE CONTRACTOR SHALL KEEP THE REFUSE DISPOSAL SITE LEVELLED OFF AND IN CONDITION AT ALL TIMES TO PERMIT DUMPING BY TOWN VEHICLES WITHOUT DELAY OR HINDRANCE. THE SURFACE OF THE SITE SHALL BE KEPT FREE OF ANY MATERIALS OR OBJECTS WHICH MAY CAUSE INJURY OR DAMAGE TO TOWN EQUIPMENT. AN ATTENDANT SHALL BE KEPT ON DUTY AT ALL TIMES, AND SHALL, WHEN NECESSARY, COMMUNICATE BY TELEPHONE WITH THE ENGINEER IN ANY EMERGENCY. ADEQUATE FIRE PROTECTION SHALL BE MAINTAINED AT ALL TIMES ON THE SITE TO SAVE HARMLESS TOWN EQUIPMENT, PROPERTY AND PERSONNEL. A TRACTOR SHALL BE AVAILABLE AT ALL TIMES TO ASSIST TOWN EQUIPMENT REQUIRING SUCH ASSISTANCE. THE SITE SHALL BE AVAILABLE FOR USE FROM 6:00 A.M. TO 4:00 P.M. SIX DAYS PER WEEK, MONDAY THROUGH SATURDAY, INCLUDING ALL HOLIDAYS, EXCEPT BY AGREEMENT WITH THE TOWN. HOURS OF OPERATION AND ANY PROPOSED EXCEPTION SHALL BE STATED IN PROPOSAL.

ACCESS ROADS

THE CONTRACTOR SHALL MAINTAIN ACCESS ROADS AT ALL TIMES BETWEEN PUBLIC THOROUGHFARES AND THE SITE TO PERMIT PASSAGE OF TOWN VEHICLES WITHOUT DELAY. THE SURFACE OF SUCH ROAD OR ROADS SHALL BE KEPT IN CONDITION UNDER ALL WEATHER CONDITIONS IN A MANNER TO PREVENT DAMAGE OR UNDE STRAIN TO TOWN EQUIPMENT.

LAWS AND REGULATIONS

THE SITE SHALL BE MAINTAINED AND OPERATED IN A MANNER COMPLYING WITH ALL LOCAL, COUNTY AND STATE SANITARY AND POLICE REGULATIONS. ALL AGREEMENTS AND CONSENTS REQUIRED BY LAW, OR OTHERWISE, SHALL BE KEPT IN FORCE TO ENABLE UNHINDERED DUMPING BY THE TOWN.

FAILURE TO MAINTAIN

IF CONTRACTOR OR LESSOR FAILS TO MAKE NECESSARY REPAIRS TO THE SITE OR ACCESS ROADS WITHIN EIGHTEEN (18) HOURS AFTER NOTICE IN WRITING BY THE TOWN, THE TOWN RESERVES THE RIGHT TO PERFORM SUCH WORK AS MAY BE NECESSARY TO PLACE SITE OR ACCESS ROADS IN THE PROPER CONDITION. ALL EXPENSES INCURRED BY THE TOWN IN PERFORMING SUCH WORK SHALL BE DEDUCTED FROM SUMS DUE THE OWNER OR LESSOR.

REFERENCE TO ROADS, SUCH "PROPER CONDITION" SHALL BE HELD TO BE A ROAD FREE FROM ROTS AND DEPRESSIONS FIVE INCHES (5") DEEP OR OVER, A ROAD WITH A CONSOLIDATED SURFACE FREE FROM SOFT AND SPONGY SPOTS, FREE FROM ICY CONDITIONS AND ADEQUATELY DRAINED.

SALVAGE THE TOWN DOES NOT CONDUCT SALVAGING OPERATIONS, BUT THE RIGHT IS RESERVED TO SALVAGE ANY MATERIALS FROM TOWN EQUIPMENT REPORTED BY SUPERVISORS AS MISSING OR COLLECTED IN ERROR AND TO REMOVE SUCH SALVAGED MATERIAL.

CANCELLATION IF FOR ANY REASON BEYOND THE CONTROL OF EITHER THE TOWN OR CONTRACTOR, BY ACT OF GOD, BY FLOOD, BY FIRE, BY OPERATION OF LAW, BY INJUNCTION, WRIT OR OTHERWISE, BY PROHIBITION OF LOCAL, COUNTY OR STATE AUTHORITIES, NOT INCLUDING REASONABLE ENFORCEMENT OF ANY EXISTING LAW OR REGULATION, OR BY THE IMPOSITION ON THE PART OF SAID AUTHORITIES OF CONDITIONS SO ONEROUS AS TO MAKE DUMPING ON SAID REFUSE DISPOSAL SITE BY TOWN OR CONTRACTOR IMPRACTICABLE, THIS AGREEMENT SHALL, AT THE OPTION OF TOWN OR CONTRACTOR, EXERCISED BY NOTICE IN WRITING, TERMINATE, AND THE OBLIGATIONS, RIGHTS, AND LIABILITIES HEREUNDER CEASE AND DETERMINE; IT BEING UNDERSTOOD AND AGREED, HOWEVER, THAT IN THE EVENT THE CONTRACTOR EXERCISES HIS OPTION TO TERMINATE BECAUSE OF ANY OF THE FOREMENTIONED REASONS, HE SHALL GIVE NOTICE, IN WRITING, BY REGISTERED MAIL ADDRESSED TO THE TOWN AT LEAST NINETY (90) DAYS BEFORE THE DATE SET FOR THE TERMINATION.

IN THE EVENT THAT THE TOWN OF MONTCLAIR ACQUIRES A REFUSE DISPOSAL SITE EITHER INDIVIDUALLY OR JOINTLY IN CONJUNCTION WITH OTHER MUNICIPALITIES OR OTHER ORGANIZATIONS AND POLITICAL SUDDIVISIONS OF THE STATE SUCH AS JOINT MEETING NO. 1 FOR SOLID WASTE DISPOSAL PRIOR TO OR DURING THE TERM OF THIS CONTRACT, OR IN THE EVENT THAT THE TOWN FOR ANY REASON SHOULD CEASE THE COLLECTION OF MUNICIPAL REFUSE BY TOWN PERSONNEL AND SHOULD CONTRACT WITH A PRIVATE CONTRACTOR FOR THE COLLECTION AND DISPOSAL OF MUNICIPAL REFUSE, THE TOWN SHALL HAVE THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION, EXERCISED BY NOTICE IN WRITING TO THE CONTRACTOR, TO TERMINATE THIS CONTRACT, AND THE TOWN'S OBLIGATIONS, RIGHTS AND LIABILITIES UNDER THIS CONTRACT SHALL THEREUPON CEASE AND TERMINATE FOUR (4) MONTHS AFTER THE GIVING OF SAID WRITTEN NOTICE.

LIMITATION ON LOCATION THE ROAD DISTANCE TO POINT ON PUBLIC ROAD NEAREST DISPOSAL SITE ENTRANCE SHALL BE WITHIN 10.5 MILES OF THE TOWN GARAGE AT 219 N. FULLERTON AVE. AS GIVEN IN ITEM 5 OF DESCRIPTION OF SITE ATTACHED HERETO WHICH SHALL BE MEASURED ALONG STREETS AND HIGHWAYS AVAILABLE FOR USE BY TOWN REFUSE TRUCKS AND FOLLOWING ROUTES WHICH WOULD NORMALLY BE USED BY THEM FOR THIS PURPOSE. THIS DISTANCE SHALL BE SUBJECT TO VERIFICATION BY THE TOWN ENGINEER AND HIS DETERMINATION IN REGARD TO IT SHALL BE FINAL.

BASIS OF PAYMENT THE BASIS OF PAYMENT SHALL BE AS STATED IN EITHER OPTION A OR OPTION B BELOW.

OPTION A

PAYMENT FOR USE OF DISPOSAL SITE UNDER OPTION A SHALL BE BASED ON EACH NET ONE HUNDRED POUNDS PER WEEK OF REFUSE DELIVERED AT SITE. FOR PURPOSE OF DETERMINING WEIGHT, CONTRACTOR SHALL MAINTAIN AND OPERATE AT SITE A SCALE CERTIFIED BY AND BEARING THE SEAL OF THE STATE AND COUNTY AND OPERATED BY AN AUTHORIZED WEIGHMASTER. EACH LOAD SHALL BE WEIGHED, AND WEIGHMASTER SHALL FURNISH TRUCKDRIVER WITH DUPLICATE SLIP SHOWING GROSS, TARE AND NET WEIGHT OF EACH LOAD AND TIME OF DELIVERY AND DEPARTURE.

The Town shall reimburse contractor at intervals not to exceed one month on basis of statements to be submitted by contractor showing net weight of each load and calculated cost.

Bidders under this option shall clearly state location and nature of proposed weighing facilities.

OPTION B

Payment for use of disposal site under Option B shall be at a lump sum rate payable in equal monthly installments for the period of the contract term.

DETERMINATION OF LOW BIDDER

For purposes of comparing bids submitted under Options A and B, the Town will estimate that a weekly average of 540 tons will be delivered to the disposal site for 52 weeks per year.

DESCRIPTION OF SITE

BIDDERS SHALL INSERT BELOW ALL INFORMATION REQUESTED FOR SITE ON WHICH PROPOSAL IS BASED.

1. GIVE LOCATION OF SITE STATING MUNICIPALITY AND COUNTY IN WHICH SITE IS LOCATED.
2. GIVE A DEFINITE DESCRIPTION BY METES AND BOUNDS OR TAX MAP LOCATION OR ATTACH MAP OF PROPERTY.
3. STATE NUMBER OF ACRES CONTAINED IN SITE.
4. ON WHAT ROAD OR STREET IS SITE LOCATED AND APPROXIMATELY AT WHAT POINT?
5. WHAT IS MEASURED DISTANCE BY PUBLIC STREETS AND HIGHWAYS FROM MONTCLAIR TOWN GARAGE, 219 NORTH FULLERTON AVENUE TO POINT ON PAVED ROAD NEAREST DUMP SITE?
6. WHAT IS MAXIMUM AND MINIMUM DISTANCE TO DUMPING AREA TO BE PROVIDED UNDER THIS CONTRACT FROM POINT ON PAVED ROAD GIVEN IN #5 ABOVE?
7. STATE WHETHER YOU ARE OWNER, LESSEE OR SUBLESSEE OF THE SITE.
8. IF OWNER, STATE BOOK AND PAGE NUMBER ON WHICH DEED IS RECORDED AND LIST ANY ENCUMBRANCES. IF LESSEE OR SUBLESSEE, STATE NAME AND ADDRESS OF LESSOR AND DATE OF EXECUTION AND EXPIRATION OF LEASE. (A TRUE COPY OF THE LEASE MAY BE ATTACHED HERETO, AND IF NOT ATTACHED, MUST BE FILED PRIOR TO EXECUTION OF CONTRACT.)

9. IF A LESSEE OR SUBLESSEE, STATE WHETHER LEASE OR ANY SUPPLEMENTARY DOCUMENTS CONTAIN ANY RENEWAL OR TERMINATION PROVISIONS.
10. HOW MANY ADDITIONAL CUBIC YARDS OF REFUSE WILL THE SITE ACCOMMODATE AS OF JULY 1, 1968.
11. HOW MANY CUBIC YARDS OF REFUSE, PER ANNUM, IS PRESENTLY BEING DISPOSED OF BY YOU AND OTHERS ON SAID SITE?
12. (A). HAVE YOU MUNICIPAL AUTHORITY IN THE FORM OF RESOLUTION, LICENSE OR OTHER WRITING TO USE THE SITE FOR DISPOSAL OF REFUSE?
- (B). HAVE YOU WRITTEN AUTHORIZATION FROM THE LOCAL BOARD OF HEALTH HAVING JURISDICTION FOR USE OF SITE FOR DISPOSAL OF REFUSE?

STATE OF NEW JERSEY }
COUNTY OF _____ } SS.

_____ BEING DULY SWORN,

DEPOSED AND SAYS:

I AM _____ OF THE
(OWNER, PARTNER, PRESIDENT, OR OTHER CORPORATE OFFICER)

_____ (NAME OF CORPORATION OR TRADE NAME OF BIDDER)

1. THE FOREGOING PROPOSAL AS SUBMITTED BY _____ (NAME OF CORPORATION OR TRADE NAME OF BIDDER) IS A BONA FIDE BID AND NOT THE RESULT OF COLLUSION. THE PRICES BID HAVE BEEN SUBMITTED WITHOUT AGREEMENT WITH ANY OTHER PERSON OR ORGANIZATION AND ARE NOT BIDS DELIBERATELY HIGH IN PRICE TO FAVOR ANY OTHER BIDDER; NOR IS IT A COMPLIMENTARY OR TOKEN BID SUBMITTED FOR THE SAKE OF MAKING THE BIDDING APPEAR COMPETITIVE.

2. I DEPOSE AND STATE THAT NO AGREEMENT HAS BEEN ENTERED INTO WITH ANY OTHER PERSON OR ORGANIZATION WHEREBY THE BID SUBMITTED HERewith IS EITHER HIGHER OR LOWER THAN ANY OTHER BID SUBMITTED, AND _____ (NAME OF CORPORATION OR TRADE NAME OF BIDDER) HAS NOT, NOR HAS DEPENDENT OR ANY OTHER DIRECTOR, OFFICER, STOCKHOLDER, INDIVIDUAL, PARTNER, ASSOCIATE, EMPLOYEE, BROKER, AGENTS OR REPRESENTATIVES THEREOF, ENTERED INTO ANY AGREEMENT WITH ANY OTHER BIDDER OR ANY OTHER PERSON OR ORGANIZATION FOR THE PURPOSE OF RIGGING THE BIDDING IN FAVOR OF OR AGAINST ANY PERSON OR ORGANIZATION OR ANY OTHER BIDDER NOR FOR THE PURPOSE OF SUBMITTING A COMPLIMENTARY OR TOKEN BID FOR THE PURPOSE OF CREATING AN APPEARANCE OF COMPETITIVE BIDDING.

SUBSCRIBED AND SWORN
TO BEFORE ME THIS _____ DAY OF _____, 196____

NOTARY PUBLIC OF NEW JERSEY

(SEAL AND STAMP)

REFUSE DISPOSAL SITE

I (we) hereby certify that I (we) have read the CONTRACT together with the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, PROPOSAL and SPECIFICATIONS attached hereto, and fully understand the meaning of all of them, and if awarded the contract hereby agree that I (we) will comply with all of the terms, covenants and agreements set forth therein.

OPTION A

I (we) agree to furnish a site for the dumping of municipal refuse collected by the Town to be located

in the _____ of _____
Borough, Town, Township, City

in the County of _____ containing _____ acres at

the following rate per net one hundred pounds of refuse per week for a term of:

One (1) year commencing
January 1, 1969 for the sum of

Hours and days of operation of disposal site:

Location and nature of proposed weighing facilities:

OPTION B

I (we) agree to furnish a site for the dumping of municipal refuse collected by the Town to be located

In the _____ of _____
Borough, Town, Township, City

In the County of _____ containing _____ acres

for a term of _____

One (1) year commencing
January 1, 1969 for the sum of _____
Dollars (\$ _____)

Hours and days of operation of disposal site: _____

Date of Proposal _____

By _____

CONTRACT

THIS AGREEMENT, MADE THE _____ DAY OF _____ IN THE
YEAR ONE THOUSAND NINE HUNDRED AND _____ BY AND BETWEEN

HEREINAFTER DESIGNATED AS THE CONTRACTOR, PARTY OF THE FIRST PART, AND THE TOWN
OF MONTCLAIR, NEW JERSEY, HEREINAFTER DESIGNATED AS THE TOWN, BY AND THROUGH ITS
MAYOR, PARTY OF THE SECOND PART.

WITNESSETH, THAT THE CONTRACTOR IN CONSIDERATION OF THE AGREEMENTS HEREIN
MADE BY THE TOWN, AGREES WITH THE TOWN AS FOLLOWS:

ARTICLE I. THE CONTRACTOR HEREBY ACKNOWLEDGES THAT HE HAS READ THE ADVERTISE-
MENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS AND CONTRACT; THAT HE HAS FULL KNOW-
LEDGE OF THE MANNER OF PERFORMANCE OF THE WORK TO BE DONE BY HIM; OF THE LABOR
REQUIRED AND OF THE FACILITIES TO BE FURNISHED AND DELIVERED BY HIM; THAT HE HAS
FULLY SATISFIED HIMSELF OF THE REQUIREMENTS OF THE SPECIFICATIONS AND IS THOROUGHLY
ACQUAINTED WITH THE WORK REQUIRED THEREIN; AND THAT THE SAID ADVERTISEMENT, INSTRU-
CTIONS TO BIDDERS, SPECIFICATIONS AND PROPOSAL, A COPY OF EACH OF WHICH IS HERETO
ATTACHED, AND ARE MADE A PART OF THIS CONTRACT, THE SAME AS IF WHOLLY INCORPORATED
AND SET FORTH HEREIN.

ARTICLE II. THE CONTRACTOR WILL PROVIDE ALL FACILITIES, EQUIPMENT AND LABOR
AND PERFORM ALL THE WORK CALLED FOR BY AND IN STRICT CONFORMITY WITH THE INSTRUC-
TIONS TO BIDDERS AND WITH THE SPECIFICATIONS ATTACHED HERETO.

ARTICLE III. THE CONTRACTOR _____ THAT CERTAIN TRACT OF
(OWNS, LEASES)
LAND HEREINAFTER DESCRIBED IN DETAIL AND HEREBY LEASES THE USE OF SAID TRACT TO
THE TOWN FOR THE PURPOSE OF DISPOSING OF MUNICIPAL REFUSE.

ARTICLE IV. SAID TRACT OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN TRACT, LOT OR PARCEL OF LAND AND PREMISES IN THE
_____ OF _____ IN THE COUNTY OF _____
IN THE STATE OF NEW JERSEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SAID TRACT CONTAINS _____ ACRES.

ARTICLE V. THE CONTRACTOR REPRESENTS THAT HE HAS THE RIGHT TO LEASE TO THE TOWN THE USE OF SAID TRACT FOR THE PURPOSE OF DISPOSING OF MUNICIPAL REFUSE THEREON THROUGHOUT THE TERM HEREINAFTER SET FORTH, AND IN MAKING THIS AGREEMENT REPRESENTS TO THE TOWN THAT HE HAS ACQUIRED SUCH RIGHT FROM ALL PRINCIPALS AND AUTHORITIES TO LEASE SAID PREMISES FOR SUCH PURPOSE.

ARTICLE VI. THE CONTRACTOR LETS TO THE TOWN AND THE TOWN HIRES FROM THE CONTRACTOR THE USE OF THE FOREGOING DESCRIBED TRACT FOR DISPOSING THEREON MUNICIPAL REFUSE COLLECTED BY THE TOWN FOR A PERIOD OF _____ YEARS, FROM JANUARY 1, 1959 AT THE FOLLOWING RATE:

ARTICLE VII. IT IS EXPRESSLY AGREED THAT THE CONTRACTOR WILL COMPLY IN ALL RESPECTS WITH THE LAWS OF THE STATE OF NEW JERSEY RESPECTING LABOR AND COMPENSATION AND WITH ALL OTHER STATUTES, ORDINANCES, RULES AND REGULATIONS APPLICABLE AND HAVING THE FORCE OF LAW.

ARTICLE VIII. NO ASSIGNMENT OR TRANSFER OF ANY MONEY OR MONEYS DUE OR TO BECOME DUE HEREUNDER OR OF ANY PART OF SUCH MONEYS WILL BE PERMITTED UNTIL AND UNLESS THE SAME SHALL HAVE BEEN APPROVED BY THE TOWN.

THE SAID PARTIES FOR THEMSELVES, THEIR HEIRS, SUCCESSORS, ADMINISTRATORS AND ASSIGNS, DO HEREBY AGREE TO THE FULL PERFORMANCE OF THE COVENANTS HEREIN CONTAINED.

IN WITNESS WHEREOF THE PARTIES TO THESE PRESENTS HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS _____ DAY OF _____ 19____

CONTRACTOR

L.S.

By _____

ATTEST:

TOWN OF MONTCLAIR

By _____

ATTEST:

ADVERTISEMENT
INSTRUCTIONS TO BIDDERS
SPECIFICATIONS
FORM OF PROPOSAL
AND CONTRACT
COVERING
REFUSE DISPOSAL SITE

CITY OF ORANGE, N.J.

1969

74 A

NOTICE TO BIDDERS

Notice is hereby given that Sealed Bids will be received by the City Council of the City of Orange, on Tuesday, April 8th, 1969, at 8:00 P.M., Prevailing Time, at the Council Chambers, Third Floor, City Hall, Orange, New Jersey, for "Furnishing A Refuse Disposal Site for the Disposal of All Municipal Refuse and Waste."

The refuse disposal site shall be furnished strictly in accordance with the Specifications, approved by the City Council of the City of Orange.

Bids must be submitted on the Standard Proposal Form in the manner designated therein and required by the Specifications, and must be enclosed in sealed envelopes, bearing the name and address of the Bidder, and must be addressed to the City Council, City of Orange, New Jersey, and entitled, "Bid On Refuse Disposal Site."

Each Bid must be accompanied by a Bid Bond for \$5,000.00, executed by a Surety Company authorized to do business in the State of New Jersey, to insure the signing of the Contract within ten (10) days after the award shall have been made. The Bid Bond of all except the lowest three (3) responsible Bidders will be returned within three (3) days after the opening of the Bids. The remaining Bids will be returned upon execution by the successful Bidder of a Contract binding upon the Bidder and the City.

The City Council reserves the right to consider Bids for thirty (30) days after their receipt and the right is reserved to accept any Bid or to reject any or all of them.

Specifications may be examined and obtained from the City Engineer, Room 203, City Hall, 29 North Day Street, Orange, New Jersey.

VINCENT F. DE ROSA,
PRESIDENT, CITY COUNCIL,
ORANGE, NEW JERSEY.

DEFINITION OF
TERMS:

IN the INSTRUCTIONS TO BIDDERS, CONTRACT, AND SPECIFICATIONS, the word CITY is used to designate the City Of Orange, New Jersey, or a duly authorized representative for whom the work hereinafter described is to be performed.

The word CCOUNCIL is used to designate the City Council of the City Of Orange, New Jersey.

The word DEPARTMENT is used to designate the Department Of Public Works, which is in charge of all street maintenance work connected with the City, subject to the superior jurisdiction of the Mayor.

The word BIDDER is used to designate any party or parties submitting in prescribed form a Proposal, to perform work hereinafter specified to be performed.

The word CONTRACTOR is used to designate the successful Bidder or Bidders after he or they have been selected by the Council and have entered into a Contract to perform the work, or his or their heirs, executors, administrators, successors, or assigns.

The word ENGINEER is used to designate the Engineer authorized by the Council to supervise the work and shall extend to and include any Engineer or Inspector whom he may designate to act in the premises.

The word WORK is used to designate the work, materials, and things required to be done, furnished, or performed by the Contractor under the Specifications hereto attached.

The word CITY VEHICLE or CITY EQUIPMENT is used to designate City-owned Vehicles, private Contractor for the collection and disposal of municipal refuse and waste, agents or designees of the City of Orange for the collection and disposal of municipal refuse and waste.

The word DISCARDED MATERIALS is used to designate all ashes, garbage, refuse, rubbish, waste paper, cans bottles, rags, tires, crockery, household receptacles, glassware, cartons, discarded household refrigerators, washing machines, and household furniture.

Whenever the words Directed, Required, Permitted, or words of like import are used, it shall be understood that the Direction, Requirement, or Permission intended is that of the Engineer, and similarly, that the words Approved, Acceptable, Satisfactory, or words of like import mean approved, acceptable, or satisfactory to the Engineer.

PROPOSALS

Bids will be received at 8:00 P.M., on Tuesday, April 8th, 1969, at the Council Chambers, Third Floor, City Hall, 29 North Day Street, Orange, New Jersey, and then publicly opened and read as stated in the ADVERTISEMENT. The envelopes containing the Bids must be sealed and addressed to the City Council of the City Of Orange, N. J., and designated as Bid for Furnishing Refuse Disposal Site.

PROPOSALS MUST CONFORM IN EVERY RESPECT TO ALL OF THE CONDITIONS NAMED IN THE ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND CONTRACT.

Proposals must be submitted upon the Proposal Forms attached hereto, all blanks of which must be filled in appropriately. Failure on the part of any Bidder to conform with these requirements or to furnish a Bid Bond may cause the rejection of his Proposal as informal.

BIDDERS TO EXAMINE SPECIFICATIONS Bidders must examine carefully the Specifications. If Bidders fail fully to understand any clause or requirement of the Specifications, inquiry must be made of the Engineer for his interpretation in advance of submitting a Bid. Failure on the part of Bidders thoroughly to acquaint themselves with the work to be performed and the conditions under which it must be performed will not constitute a valid excuse for claims of any kind after the award of the Contract.

CONTRACT Each Bidder must be prepared to enter into a Contract to fulfill the obligations incurred by his Proposal within ten (10) days from the date of its acceptance.

The Bid Bond of all except the lowest three (3) responsible Bidders will be returned within three (3) days after the opening of the Bids. The remaining Bonds will be returned upon execution by the successful Bidder of a Contract binding upon the Bidder and the City.

PRICE BID Everything required to complete the work to be done under the Specifications shall be considered as included in the Price Bid.

ITEMS INCLUDED IN WORK TO BE DONE The work to be done includes the furnishing of a Refuse Disposal Site for the disposal of all municipal refuse and waste.

SPECIFICATIONS

GENERAL

These Specifications cover the furnishing and operation of a Refuse Disposal Site for the disposal of all municipal refuse and waste transported to the site by City Vehicles or City Equipment, or any agent, garbage disposal contractor, or designee of the City Of Orange; the maintenance of the disposal site and access roads and other matters pertaining thereto. The successful Bidder shall be prepared to enter into a Contract which shall set forth, among other things, that the Bidder either owns or leases the premises on which site is located, that the necessary municipal and health Board consents for use for refuse disposal have been acquired and a detailed description of location of the proposed site. Bidders shall complete and file with Proposal all information required under description of site, and shall complete Affidavit.

REFUSE TO BE DISPOSED

The proposed refuse disposal site shall be used for the disposal of all municipal refuse and waste, including garbage, rubbish, ashes, dead animals, and all discarded materials collected by the City refuse collection service. The City shall also have the right to dispose, at the site, street sweepings, catch basin cleanings, road materials, trees, tree branches, brush, and leaves collected and transported to the site by all City Departments.

OPERATION OF SITE

The Contractor shall keep the refuse disposal site levelled off and in condition at all times to permit dumping by the City Vehicles without delay or hindrance. The surface of the site shall be kept free of any materials or objects which may cause injury or damage to City Equipment. An attendant shall be kept on duty at all times, and shall, when necessary, communicate by telephone with the Engineer in any emergency. Adequate fire protection shall be maintained at all times on the site to save harmless the City Equipment, Property, and Personnel. A tractor shall be available at all times to assist City Equipment, requiring such assistance. The site shall be available for use from 6:00 A.M. to 4:00 P.M., six days per week, Monday through Saturday, including all holidays, except by agreement with the City. Hours of operation and any proposed exception shall be stated in the Proposal.

ACCESS ROADS

The Contractor shall maintain access roads at all times between public thoroughfares and the site to permit passage of City Vehicles without delay. The surface of such road or roads shall be kept in condition under all weather conditions in a manner to prevent damage or undue strain to City Equipment.

LAWS AND REGULATIONS

The site shall be maintained and operated in a manner complying with all local, county, and state sanitary and police regulations. All Agreements and consents required by law, or otherwise, shall be kept in force to enable unhindered dumping by the City.

FAILURE TO MAINTAIN

If Contractor or Lessor fails to make necessary repairs to the site or access roads within eighteen (18) hours after notice in writing by the City, the City reserves the right to perform such work as may be necessary to place site or access roads in the proper condition. All expenses incurred by the City in performing such work shall be deducted from sums due the Owner or Lessor.

Whenever in these Specifications the words, "Proper Condition" are used with reference to roads, such "Proper Condition" shall be held to be a road free from ruts and depressions five inches (5") deep or over, a road with a consolidated surface free from soft and spongy spots, free from snow and icy conditions and adequately drained.

SALVAGE The City does not conduct salvaging operations, but the right is reserved to salvage any materials from the City Equipment reported by Supervisors as missing or collected in error and to remove such salvaged material.

CANCELLATION If for any reason beyond the control of either the City or Contractor, by act of God, by flood, by fire, by operation of law, by injunction, writ, or otherwise, by prohibition of local, county, or state authorities, not including reasonable enforcement of any existing law or regulations, or by the imposition on the part of said authorities of conditions so onerous as to make dumping on said refuse disposal site by City or Contractor impracticable, this Agreement shall, at the option of City or Contractor, exercised by notice in writing, terminate, and the obligations, rights, and liabilities hereunder cease and determine; it being understood and agreed, however, that in the event the Contractor exercises his option to terminate because of any of the aforementioned reasons, he shall give notice, in writing, by registered mail addressed to the City at least ninety (90) days before the date set for the termination.

In the event that the City Of Orange acquires a Refuse Disposal Site either individually or jointly in conjunction with other municipalities or other organizations and political subdivisions of the State such as Joint Meeting No. 1 for Solid Waste Disposal prior to or during the term of this Contract, or in the event that the City for any reason should cease the collection of municipal refuse and waste by private Contractor and should decide to institute the collection of municipal refuse and waste by City Personnel, the City shall have the right in its sole and absolute discretion, exercised by notice in writing to the Contractor, to terminate this Contract, and the City's obligations, rights, and liabilities under this Contract shall thereupon cease and terminate four (4) months after the giving of said written notice.

LIMITATION ON LOCATION The road distance to point on public road nearest disposal site entrance shall be within twenty miles of the Orange City Hall, 29 North Day Street, as given in Item 5 of description of site attached hereto which shall be measured along streets and highways available for use by City refuse trucks and following routes which would normally be used by them for this purpose. This distance shall be subject to verification by the City Engineer and his determination in regard to it shall be final.

BASIS OF PAYMENT The basis of payment for use of disposal site shall be at a lump sum rate payable in equal monthly installments for the period of the Contract Price Bid.

WEEKLY TONNAGE For the purpose of submitting Bids and comparing same, the City will estimate that a weekly average of Four Hundred (400) Tons, More Or Less, will be delivered to the disposal site for fifty-two (52) weeks per year.

DESCRIPTION OF SITE

Bidders shall insert below all information requested for site on which Proposal is based.

1. Give location of site stating municipality and county in which state is located.
2. Give a definite description by metes and bounds or Tax Maps location or attach map of property.
3. State number of acres contained in site.
4. On which road or street is site located and approximately at what point?
5. What is measured distance by public streets and highways from City Hall, 29 North Day Street, to point on paved road nearest dump site?
6. What is maximum and minimum distance to dumping area to be provided under this Contract from point on paved road given in #5 above?
7. State whether you are Owner, Lessee, or Sublessee of the site.
8. If Owner, state book and page number on which Deed is recorded and list any encumbrances. If Lessee or Sublessee, state name and address of Lessor and date of execution and expiration of Lease. (A true copy of the Lease may be attached hereto, and if not attached, must be filed prior to execution of Contract.)

9. If a Lessee or Sublessee, state whether Lease or any supplementary documents contain any renewal or termination provisions.

10. How many additional cubic yards of refuse will the site accommodate as of July 1, 1969.

11. How many cubic yards of refuse, per annum, is presently being disposed of by you and others on said site?

12. (A) Have you municipal authority in the form of Resolution, License, or other writing to use the site for disposal of refuse?

(B) Have you written authorization from the local Board Of Health having jurisdiction for use of site for disposal of refuse?

AFFIDAVIT

STATE OF NEW JERSEY)
) SS.
COUNTY OF)

_____ being duly sworn,
deposes and says:

I am _____ of the
(Owner, Partner, President, or other Corporate Officer)

(Name of Corporation or Trade Name of Bidder)

1. The foregoing Proposal as submitted by _____
(Name of Corporation or Trade Name)

_____ is a bona fide Bid and not the result of
(Of Bidder)
collusion. The prices Bid have been submitted without agreement with any other
person or organization and are not Bids deliberately high in price to favor any
other Bidder; nor is it a complimentary or token Bid submitted for the sake of
making the Bidding appear competitive.

2. I depose and state that no Agreement has been entered into with any other person
or organization whereby the Bid submitted herewith is either higher or lower than
any other Bid submitted, and _____
(Name of Corporation or Trade Name of Bidder)

has not, or has deponent or any other Director, Officer, Stockholder, Individual,
Partner, Associate, Employee, Broker, Agents or Representatives thereof, entered
into any Agreement with any other Bidder or any other person or organization for
the purpose of rigging the Bidding in favor of or against any person or organization
or any other Bidder nor for the purpose of submitting a complimentary or token Bid
for the purpose of creating an appearance of competitive Bidding.

Subscribed and Sworn
to before me this _____
day of _____ 19

NOTARY PUBLIC OF NEW JERSEY
Seal and Stamp

PROPOSAL

REFUSE DISPOSAL SITE

I (We) hereby certify that I (We) have read the CONTRACT together with the ADVERTISEMENT, INSTRUCTIONS TO BIDDERS, PROPOSAL and SPECIFICATIONS attached hereto, and fully understand the meaning of all of them, and if awarded the Contract hereby agree that I (We) will comply with all of the terms, covenants, and agreements set forth therein.

OPTION A

I (We) agree to furnish a site for the dumping of municipal refuse collected by the City Of Orange, to be located:

in the _____ of _____
(Borough, Town, Township, City)

in the County of _____ containing _____ acres

for the term of Five (5) Years, commencing January 15, 1970, for the

Sum Of _____
(Words and Figures)

Hours and Days of operation of Disposal Site:

Date of Proposal _____

BY _____

OPTION B

I (We) agree to furnish a site for the dumping of municipal refuse collected by the City Of Orange, to be located:

in the _____ of _____
(Borough, Town, Township, City)

in the County of _____ containing _____ acres

for the term of Nine (9) Years, commencing January 15, 1970, for the

Sum Of _____
(Words And Figures)

Hours and Days of Operation of Disposal Site:

Date Of Proposal: _____

BY _____

April 9th, 1969.

Honorable John F. Monica,
Mayor, City Of Orange, N. J.,
City Hall
Orange, New Jersey.

Dear Mayor Monica:

In accordance with your request, I am sending you a list of the persons and companies to whom Ads were mailed about the Refuse Disposal Site. These Ads were sent Certified Mail, with Return Receipt Requested, and were mailed out on April 1st, 1969.

Return Receipt Number

| | | |
|--------|---|----------------------------|
| 898842 | Walter D. Van Riper, Esq., 744 Broad Street, Newark, N. J. 07102 | Receipt Returned 4/2/69 |
| 898841 | Mr. C. J. Ringlieb (Sharkey's Farms) P.O. Box 211, Pine Brook, New Jersey 07058 | Receipt Returned 4/3/69 |
| 898840 | Thomas Viola & Son, Inc., 1000 Valley Brook Avenue Lyndhurst, N. J. 07071 | Receipt Returned 4/3/69 |
| 898839 | C. F. Malanka & Sons, Inc., 1317 Bergenline Avenue, Union City, N. J. 07087 | Receipt Returned 4/3/69 |
| 898838 | C. Egan & Sons, 102 Fair Street, East Orange, N. J. 07017 | Receipt Returned 4/2/69 |
| 898837 | Peter Roselle & Son, Inc., 163 Tremont Avenue, East Orange, N. J. 07018 | Receipt Returned 4/2/69 |
| | Maplewood Disposal Company, Inc., 200 Central Avenue, Orange, N. J. 07050 | Returned Unclaimed |
| | Central Salvage Company, Inc., 200 Central Avenue, Orange, N. J. 07050 | Returned Unclaimed |

Return Receipt Number

898834

William A. Keegan, Inc.,
411 Bergenline Avenue
Kearny, N. J. 07032

Receipt Returned
4/3/69

898833

Reclamation & Improvement Co.,
90 Millburn Avenue,
Maplewood, N. J. 07040

Receipt Returned
4/2/69

898831

James Petrozzello Company, Inc.,
280 Central Avenue,
Orange, N. J. 07050

Returned Unclaimed

Roselle, Foreday & Moyer,
334 Olive Street,
Elizabeth, New Jersey 07201

Receipt Returned
4/7/69

N. J. Municipal Sanitary Land Fill, Inc.,
1500 Harrison Avenue,
Kearny, N. J. 07032

Returned Unclaimed

Delaware Sanitation Company,
280 Central Avenue,
Orange, N. J. 07050

Returned Unclaimed

The ones marked "Receipt Received" mailed their
Return Receipts back to this office.

Yours very truly,

James De Carlo,
CITY ENGINEER-
DIRECTOR PUBLIC WORKS.

JDeC:hms

NOTICE TO BIDDERS

Notice is hereby given that Sealed Bids will be received by the City Council of the City of Orange, on Tuesday, April 8th, 1969, at 3:00 P.M., Preceding Time, in the Council Chambers, Third Floor, City Hall, Orange, New Jersey, for "Furnishing A Refuse Disposal Site for the Disposal of All Municipal Refuse and Waste."

The refuse disposal site shall be furnished strictly in accordance with the Specifications, approved by the City Council of the City of Orange.

Bids must be submitted on the Standard Proposal Form in the manner designated therein and required by the Specifications, and must be enclosed in sealed envelopes, bearing the name and address of the Bidder, and must be addressed to the City Council, City of Orange, New Jersey, and entitled, "Bid On Refuse Disposal Site."

Each Bid must be accompanied by a Bid Bond for \$3,000.00, executed by a Surety Company authorized to do business in the State of New Jersey, to insure the signing of the Contract within ten (10) days after the award shall have been made. The Bid Bond of all except the lowest three (3) responsible Bidders will be returned within three (3) days after the opening of the Bids. The remaining Bids will be returned upon execution by the successful Bidder of a Contract binding upon the Bidder and the City.

The City Council reserves the right to consider Bids for thirty (30) days after their receipt and the right is reserved to accept any Bid or to reject any or all of them.

Specifications may be examined and obtained from the City Engineer, Room 203, City Hall, 29 North Day Street, Orange, New Jersey.

VINCENT P. DE ROLA,
PRESIDENT, CITY COUNCIL,
ORANGE, NEW JERSEY.

O.T.—March 27, Apr. 3, 1969 (\$23.00)

Above Notice is Ad as it appeared
in the Newark Evening News and the
Orange Transcript, on Thursday,
March 27th, 1969 and on Thursday,
April 3rd, 1969.

MEMBERS OF
ANIMAL WASTE DISPOSAL TASK FORCE COMMITTEE

| <u>NAME</u> | <u>TITLE</u> | <u>ORGANIZATION</u> | <u>ADDRESS</u> | <u>TELEPHONE</u> |
|----------------------------------|---|--|--|--------------------------------------|
| Richard D. Chumney (Chairman) | Executive Assistant to the Secretary | Dept. of Agriculture | Room 303 Health-Agric. Bldg. Trenton, N.J. 08625 | Area 609 292 - 5533 |
| Samuel Garrison (Secretary) | Executive Secretary Rural Advisory Council | Dept. of Agriculture | Room 303 Health-Agric. Bldg. Trenton, N.J. 08625 | Area 609 292 - 5559 |
| Robert D. McMillen | Director Div. of Information | Dept. of Agriculture | Health-Agric. Bldg. Trenton, N.J. 08625 | Area 609 292 - 5575 |
| Dr. Edwin L. Brower | Director Div. of Animal Health | Dept. of Agriculture | Health-Agri. Bldg. Trenton, N.J. 08625 | Area 609 292 - 3965 |
| Dr. Stacy B. Randle | Chairman Dept. of Agri. Chemistry | Rutgers - The State University | College of Agri. and Environmental Science New Brunswick, N.J. 08903 | Area 201 CH - 7-1766 Ext. 1706 |
| Dr. Joseph E. Steckel | Professor of Soil Chem. Dept. of Soils & Crops | Rutgers - The State University | College of Agri. and Environmental Science New Brunswick, N.J. 08903 | Area 201 CH - 7-1766 Ext. 1339 |
| Dr. A. Joel Kaplovsky | Chairman Dept. of Environmental Science | Rutgers - The State University | College of Agri. and Environmental Science New Brunswick, N.J. 08903 | Area 201 CH - 7-1766 Ext. 1572 |
| Dr. Frank W. Kingsbury | Extension Veterinarian Extension Service | Rutgers - The State University | College of Agri. and Environmental Science New Brunswick, N.J. 08903 | Area 201 CH - 7-1766 Ext. 1408 |
| Arthur W. Price | Chief Solid Waste Disposal Prog. | Div. of Clean Air & Water Dept. of Health | Health-Agri. Bldg. Trenton, N.J. 08625 | Area 609 292 - 5385 |
| John Zemlansky | Principal Sanitarian Div. of Clean Air & Water | Dept. of Health | Health-Agri. Bldg. Trenton, N.J. 08625 | Area 609 292 - 4091 |
| Dr. Mathew J. Bonese | District Chief Div. of Environmental Health | Dept. of Health | 89 Haddon Avenue Haddonfield, N.J. 08033 | Area 609 429 - 7550 |

ANIMAL WASTE DISPOSAL TASK FORCE COMMITTEE

| <u>NAME</u> | <u>TITLE</u> | <u>ORGANIZATION</u> | <u>ADDRESS</u> | <u>TELEPHONE</u> |
|------------------------|--|---|---|------------------------|
| Dr. Wm. C. Carter | Senior Public Health Veterinarian | Dept. of Health | Health-Agri.Bldg. Trenton, N.J. 08625 | Area 609 292 - 5610 |
| Cornelius McIntyre | Farmer | Livestock Producers | Delsea Drive Sewell, N.J. 08080 | Area 609 857 - 0613 |
| Jack Lamping | Executive Director | N. J. Assoc. of Chosen Freeholders | Rcom 109 Mercer County Courthouse Trenton, N.J. 08607 | Area 609 394 - 3467 |
| Robert H. Fust | Executive Director | N. J. State League of Municipalities | 413 West State Street Trenton, N.J. 08608 | Area 609 695 - 3481 |
| Arthur H. West | President | N. J. Farm Bureau | 168 West State St. Trenton, N.J. 08608 | Area 609 393 - 7163 |
| Wm. A. Schlechtweg | Master | N. J. State Grange | R.D. #3 Freehold, N.J. 07728 | Area 201 462 - 5669 |
| Nelson Sherrard | Secretary | N. J. Assoc. of Townships | 168 West State St. Trenton, N.J. 08608 | Area 609 393 - 7163 |
| Bruce A. Drenning, Jr. | Director Hunterdon County Planning Board | N. J. Federation of Planning Officials | Administration Bldg. Main Street Flemington, N.J. 08822 | Area 201 782 - 4310 |

L I A I S O N

| | | | | |
|---------------------|--|---|---|-------------------------------------|
| Dr. Robert G. Yeck | Branch Chief Livestock Engineering & Farm Structures | ARS - U.S. Dept. of Agriculture | Room 331 - North Bldg. Plant Industry Station Beltsville, Md. 20705 | Area 301 474 - 6500 Ext. 2261 |
| Russell E. Cummings | Acting Chief Solid Wastes Program | National Center for Urban & Industrial Health Region II | 42 Broadway Room 1030 New York, N.Y. 10004 | Area 212 264 - 2524 |
| Thomas W. Bendixen | Staff Engineer Solid Wastes Program | National Center for Urban & Industrial Health | 222 East Central Pkwy Cincinnati, Ohio 45202 | Area 513 871 - 1820 Ext. 566 |
| Richard I. Ammon | Executive Director | Northeast Poultry Producers Council | 10 Rutgers Place Trenton, N.J. 08618 | Area 609 392 - 5023 |

ANIMAL WASTE DISPOSAL TASK FORCE COMMITTEE

DEPARTMENT HEADS

| <u>NAME</u> | <u>TITLE</u> | <u>ORGANIZATION</u> | <u>ADDRESS</u> | <u>TELEPHONE</u> |
|----------------------------|--------------|-----------------------------------|---|------------------------------------|
| Phillip Alampi | Secretary | Dept. of Agriculture | Health-Agric Bldg. Trenton, N.J. 08625 | Area 609 292 - 3976 |
| Dr. Roscoe P. Kandle | Commissioner | Dept. of Health | Health-Agric. Bldg. Trenton, N.J. 08625 | Area 609 292 - 5470 |
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New Jersey State Department of Agriculture

*Ex officio member of all committees

EXHIBIT I - submitted by
Mr. Chumney

**NEW JERSEY
MEETS THE
CHALLENGE!**

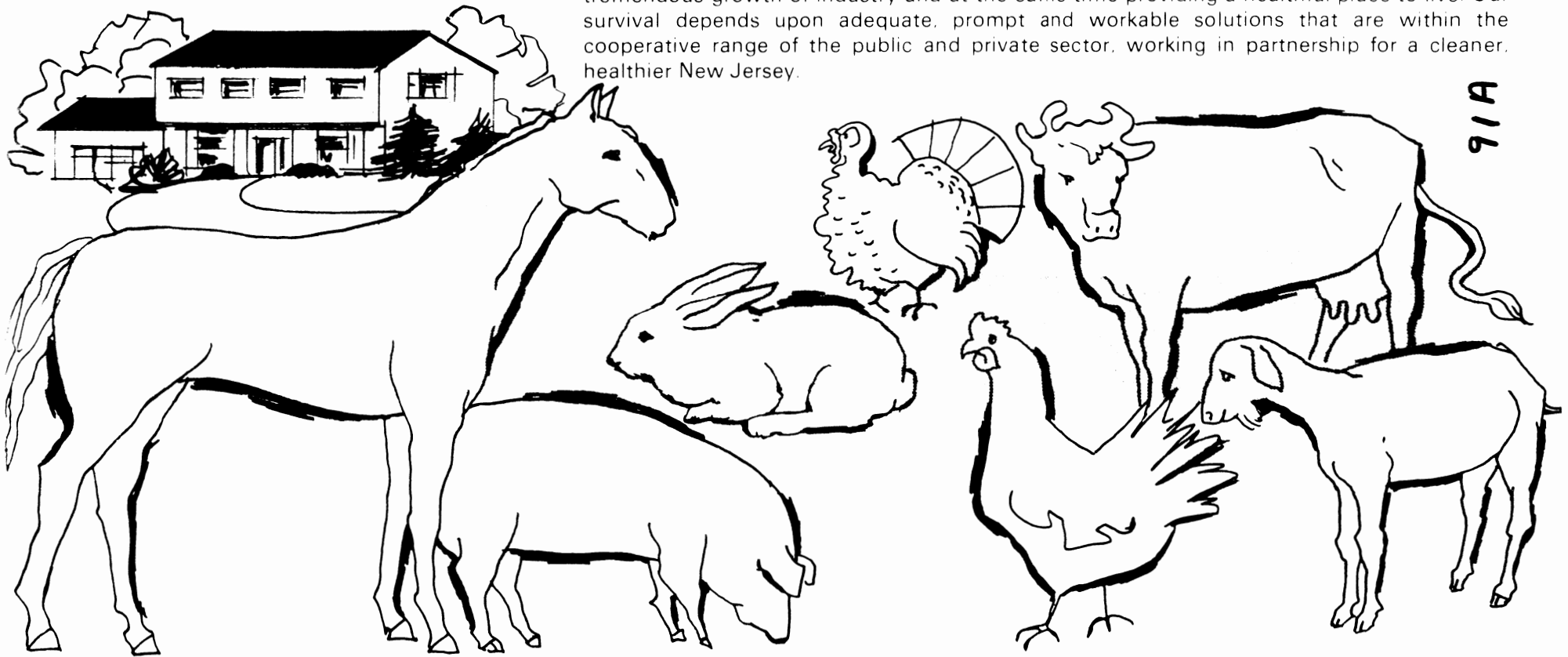
**ANIMAL
WASTE
DISPOSAL
TASK
FORCE**

In the most highly urbanized state in the Nation and with the spread of cities, suburbs and highway systems, we cannot afford to ignore the nuisances created by society. Efficient production of animals for food and recreation demands a high animal concentration on a small area of land, while at the same time the amount of land available for waste disposal decreases. Satisfactory methods of disposal must be found *today*. The task force expects to propose a policy to prevent and correct unpleasant conditions for the people of New Jersey.

The Aim is to develop a comprehensive policy in New Jersey to cope with the nuisance of animal waste, its accumulation and disposition and to seek continuing solutions to the ultimate problems such waste poses to our citizens, to the end that agriculture may share and prosper in the economy of the nation's most urban State.

Because of the growing awareness of the problems of animal waste disposal, in July 1967, the New Jersey Department of Agriculture, in cooperation with the New Jersey Department of Health, Rutgers College of Agriculture and Environmental Science, and municipal, county and farm organizations, formed the Animal Waste Disposal Task Force.

The Task Force is engaged in preparing a short and long term policy to handle animal wastes through state planning on an intergovernmental basis, through invitation to interested groups to participate and through education of individuals to implement our concerted plans to achieve satisfactory disposal and minimum nuisance in a closely-knit society. The policy envisions agriculture's retaining a favorable balance in our State, while blending with the tremendous growth of industry and at the same time providing a healthful place to live. Our survival depends upon adequate, prompt and workable solutions that are within the cooperative range of the public and private sector, working in partnership for a cleaner, healthier New Jersey.



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