

FOR RELEASE SUNDAY, MAY 17, 1959

TO: Honorable David D. Furman, 1958-) Date: May 12, 1959
New Jersey Attorney General,

FROM: John J. Bergin
Deputy Attorney General

SUBJECT: Garbage Collection Practices

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Pursuant to your assignment of August 20, 1958, I replaced Judge Saul N. Schechter, then Deputy Attorney General. An interim report with respect to the refuse and garbage disposal practices throughout the State was submitted by Judge Schechter under date of August 20, 1958. This report localized the problem areas by counties as follows:

- Group I - Bergen, Essex, Union, Passaic, Hudson, Middlesex and Morris
- II - Monmouth and Ocean
- III - All other counties

The report disclosed that the municipalities in the counties comprising Group I with a population of 3,721,500 or 66.1% of the State has reported municipal scavenger contracts in force totaling \$20,036,537 representing 84% of the State's total of \$23,897,888. It also disclosed a wide variance in municipal per capita costs and inconsistencies in per capita costs in municipalities served by the same contractor. Special services required by a few municipalities tend to increase costs and should be considered when evaluating per capita costs for comparative purposes.

Following instructions to continue the coordination of county prosecutors and assemble statistical reports, I wish to report the following:

It was decided that the bidding activities of each municipality and each scavenger contractor relating to unsuccessful, successful and rejected bids affecting the calendar years 1952 through 1958 should be tabulated and analyzed. In addition specifications, bid proposals and contract agreements relating to all scavenger

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contracts and rejected bids involving the above mentioned calendar years would be analyzed.

It was further determined that a clearer picture could be developed by separating, for report purposes, the rural communities from the urban and suburban municipalities. Part I of the statistical report, referred to as the Metropolitan Area, comprises the counties of Bergen, Essex, Passaic, Hudson, Union and adjacent urban and suburban municipalities of Middlesex and Morris Counties (p.p. 1 - 139). Part II, referred to as the Rural Area comprises the rural communities of Middlesex and Morris Counties (p.p. 140 - 161).

All contract bids submitted to each municipality involving 1952 to 1958 are set forth. It shows the amount each contractor bid; the successful bidder; 1950 U. S. census population; 1957 estimated population and percentage of population increase; square miles of each municipality; population density per square mile; annual cost of each bidding period; increase of annual cost over 1952 and percentage of increase of annual cost over 1952. In addition, we have compiled the bidding activities of both the members of the New Jersey State Municipal Contractors Association, Independent contractors, and those considered unqualified under present day requirements for municipal bidding involving 1952 - 1958. A volume comparison and analysis of bidding between 1952 and 1958 of the New Jersey State Municipal Contractors Association members and Independents, and a comparison of municipal contracts awarded. In the rural areas the same breakdown is generally made. It should be noted that there is not taken into account peculiar municipal specifications, e.g., rear yard pick-up or more than twice-a-week collection. Relatively few municipalities have such special requirements.

At the same time, information was collected concerning all commercial dumping areas in the aforementioned counties. This will be discussed later.

This report is limited to the seven northern New Jersey counties mentioned, for the reason that the contracts concentrated there total 84% of the volume. It should not be construed to indicate there is nothing irregular in the other fourteen counties.

The year 1952 was chosen as a base year for comparison because of the statute of limitations, civil and criminal, and the fact that in 1952 the majority of municipalities were specifying packer-loader type trucks rather than the open body trucks in the collection of refuse.

An exhaustive study was made of the bidding practices of scavenger contractors and the methods employed by the municipal authorities of Group I in processing and evaluating bids in order to determine whether the criminal laws of the State were violated.

Several months were consumed familiarizing myself with the material at hand. This entailed numerous meetings with the various prosecutors, a review of all investigations conducted by my predecessor and the prosecutors. I acquired and read all testimony recorded before the Bergen and Union County Grand Juries. In October, 1958, there were assigned to my office two Detectives from the New Jersey State Police. These officers conducted varied investigations during the months of November and December.

With our limited staff it was impossible to fully investigate every individual bid awarded or submitted to the various municipalities. Consequently our observations are limited to highlights of the dangers and evils we have observed exist in the collection of municipal refuse by contractors.

We conducted a general investigation of bidding activities and labor-management relations in this industry before the Essex County Grand Jury. As the result of that investigation indictments were returned naming the business manager of Local 945 of the Teamsters Union, and six contractors, as defendants.

DEFINITIONS

REFUSE: All putrescible and non-putrescible solid wastes (except body wastes), including rubbish, ashes, street cleanings, dead animals, lawn trimmings, solid market and industrial wastes.

GARBAGE: All putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food.

CONTRACTOR: Any person, firm, partnership or corporation engaged in the collection of garbage and/or refuse from a municipality.

PRIVATE CONTRACTOR: Contractor dealing directly with home or business owner sometimes licensed by municipalities.

N.J.S.M.C.A.: New Jersey State Municipal Contractors Association.

PRE-QUALIFICATION OF BIDDER: Generally a questionnaire required by the municipality to be filled out by a prospective bidder. From this information, the municipality may qualify or refuse to qualify on the basis of equipment, experience and financial responsibility.

SPECIFICATIONS: The terms of performance of the contract indicating hours, times, and types of collection, etc.

RIGGED BIDDING: Where a group of contractors agree that one shall be the successful bidder and each deliberately bids higher than the one chosen.

COMPLIMENTARY OR TOKEN BID: Where a contractor who anticipates being a lone bidder gets others to bid higher to make the bidding appear competitive.

"SHOOTING THE BID": Where a contractor or contractors refuse to agree to a rigged bid and set out to bid as low as possible.

BACKGROUND

Prior to World War II the majority of municipalities either did their own refuse collection, or they licensed contractors to operate within their boundaries who made a direct contract with the home or business owner for an agreed sum per month or year. At that time, the contractors with few exceptions were small businesses operating with two or three trucks. The municipalities who contracted directly with contractors generally had only one or two qualified bidders to choose from at that time. A cursory examination of many specifications and questionnaires during that period indicates some tailoring to fit certain favored contractors or limit competition. The contractors themselves appeared to have had a tacit territorial agreement during that era.

Following the industrial expansion in northern New Jersey during and after World War II, coupled with increased population, many communities began to look to refuse removal contracts as a solution to their problems. Private collection had become difficult to supervise, irregular, and inequitable. Municipal collection was proving too expensive.

When it became apparent that what was once considered a demeaning and dirty business could be very lucrative, a great number of individuals began to acquire trucks and engage in refuse collection. These people posed a threat to the established contractors since many of the newcomers were family operations that were not unionized and could consequently work for a cheaper rate. Consequently, the older firms began to band together in a loose-knit unofficial combine to keep the outsiders in their places. This was accomplished originally with the aid of apparently credulous public officials in some municipalities who tailored qualifications and specifications

to fit a favored contractor. When other municipalities refused to tailor specifications, and the newcomers began to qualify, this combine fell apart and began to fall upon each other and the newcomers in highly competitive and ruinous underbidding in order to secure work. This brings us to 1952 - 1953 when the present state of affairs begins to clearly emerge.

BIDDING UNDER THE DOMINANCE OF SERRATELLI

Prior to 1952, some small number of the contractors were organized by Local 45, CIO Retail Clerks Union. This was a "catch all" union whose members were engaged in such unrelated work as box-making, production of optical frames, television repair men, drivers and loaders in the collection of refuse, both municipal and private, to mention a few. By 1954, this union had managed to organize the greater percentage of the large and established contractors in the area. With the merging of the AFL and CIO this group transferred their affiliation to the International Brotherhood of Teamsters, Chauffeurs and Warehousemen and became Local 945. Their business manager and guiding light in the post-war era was one John V. Serratelli. Following the ascendancy of Mr. Serratelli the pattern begins to emerge.

Apparently the business manager saw an opportunity to stabilize the industry, entrench himself as the Czar and arbitrator of Labor and Management Relations, increase the roster of his union and make a profit for himself.

Mr. Serratelli's union made it a policy not to give any contractor a wage contract over two years' length. As a result, contractors who were successful bidders on a contract of three, four or five years duration faced negotiation and the possibility of an economic strike in the middle of a contract. This placed the contractor completely at the mercy of the union. In this

industry dealing with and directly affecting public health, a work stoppage is unthinkable. The municipality and its citizens being rightly concerned with mounting refuse will demand the surety company putting up the performance bond enter and finish the contract. All pre-qualifying questionnaires ask whether or not the contractor has ever defaulted on a contract. An admission that such was the case would virtually put him out of business. Having such a grip on an industry would tempt the most dedicated and honest trade union official. Seizing on this power, Serratelli became the dictator. With the acquiescence and cooperation of many avaricious contractors, they entered into a gigantic conspiracy to mulct the citizens of New Jersey for their mutual profit.

Using the union to keep the contractors in line, Serratelli and a small but powerful group of contractors began a reign of terror against independent contractors and recalcitrant members of the larger business firms. An association was formed and the small private contractors were forced into the union. Those who refused or attempted to bid on municipal contracts were denied dumping facilities or charged exorbitant rates. There were threats, violence and bribery. Dumps were set on fire; sugar was put in gas tanks; brake hose was cut.

It should be noted that there are many factors that have to be taken into consideration in arriving at a figure to bid for refuse removal for given periods of time, e.g., specifications of the municipality; population; population density; topography; number and type of trucks required; distance from the home base; distance to dump; dump charges; wages; supervision; insurance and bond premiums. During our investigation, we found it almost

impossible to get straightforward answers explaining how some of the contractors arrived at a particular bid. Some said they bid on per capita basis, others figured \$50.00 to \$75.00 per day per truck; another said he made an educated guess based on his experience. All generally agreed the cost of labor comprised 45 to 60% of the bid. In 1953, wages varied between the several contractors from \$60.00 for loaders and \$66.00 for drivers to \$72.00 - \$78.00 for loaders and drivers. These wages are for a six day, 48 hour week.

Commencing in 1953 - 1954, the union, under Serratelli's signature, began sending letters or telegrams to various municipalities flatly announcing that the new wage scale would be \$104.00 per week for loaders and \$114.00 per week for drivers. The undisputed facts are that during 1953, 1954, 1955, 1956 and 1957, the highest wages paid were \$80.00 for loaders and \$88.00 for drivers. Sometimes using these so-called demands by the union as an excuse, the contractors glibly justified unconscionable increases in the cost of refuse collection. There are instances of cost increases as high as 250% over the 1952 cost in some municipalities without any change in specification. The average increase was between 60% and 100%. The ratio between population increase in the municipalities and increased cost of labor and equipment simply will not justify the unreasonable increases of 1958 over 1952 in too many instances to be a coincidence. Parenthetically, it should be pointed out that following the Bergen County Grand Jury Presentment the contractors, to their dismay, were forced to accede to wages of \$104.00 and \$114.00 commencing January 1, 1958, without negotiation. It was "sign the contract - or else!"

An examination of the bidding in the various municipalities for the period 1952 - 1958 unmistakably shows the pattern followed. The same contractor generally bid and was awarded the contract in the same municipality with the same general group bidding against him. It is interesting to note that often "non area" contractors whose dumps and garages were at a considerable distance from the municipality awarding a contract have bid against local contractors. It would obviously be difficult for such non-area firms to underbid

a local firm of equal experience unless bidding at a loss. The records show in each case they were not the lowest bidder, thus strongly suggesting a rigged or token bid. This is especially significant when we consider the fact that when these contractors successfully bid in their own localities, the unsuccessful bidders in these localities were the same contractors against whom the successful contractor had bid elsewhere.

When the volume of bidding of the various contractors is analyzed, it is clear that bids were submitted to municipalities by contractors who could not physically, financially, or practicably perform if their bid was accepted. It is evident that they would not risk loss of the thousands of dollars posted for bidding purposes if accepted. Consequently, it is reasonable to assume they knew they would not be successful prior to the time the bids were submitted.

It is further significant that Serratelli, while drawing an annual salary of \$3,000. - \$10,000. during 1954 - 1955 and 1956, made deposits in a checking account totaling approximately \$130,000.00 in the same 2-1/2 years. In addition to payments by successful bidders, Serratelli had other money-making devices. Evidence was uncovered whereby it appears that on the same day Serratelli purchased three used bodies and trucks from a Bergen County contractor for \$4,000.00 each and sold them to Union County contractors for \$7,500.00 each. When interviewed about this, the contractors in question expressed surprise and then they averred that each got their money's worth. Reliable experts gave estimates to my investigative staff that \$4,000.00 represented the true worth of the body and truck at that time (1953).

One great handicap was experienced was the conspiracy of silence engaged in by members of the N. J. S. M. C. A. Without exception every member that was questioned was evasive and vague. Every direct question was answered by a self-serving harangue or circumlocution. Equivocation met the most innocuous query, "I don't recall", "To the best

of my recollection", and "I can't remember" are sprinkled liberally through every transcript of testimony before myself as well as before the various Grand Juries. All steadfastly and categorically denied that they were involved in a rigged bid or made a token bid. The majority stated they were never suspicious that any bids were ever rigged.

As the result of our investigation and examination of all records we are of the opinion that the greater majority of all bids in the counties and years mentioned were the product of some sort of collusion between the contractors, certainly with the approval and sometimes direction of John V. Serratelli. It is significant to note that bids submitted to two large municipalities commencing in 1959 had a lower annual cost than the existing contract despite the fact that these contractors were raised to a wage rate of \$104.00 per week for loaders and \$114.00 per week for drivers.

N.J.S.M.C.A.

This organization was formed in 1956 ostensibly in purpose as a trade organization. Its avowed aims were to present an organized front to the labor union; to buy equipment collectively; foster better public relations; improve refuse collection; provide mutual help. The N.J.S.M.C.A. incorporated as a Corporation not for pecuniary profit under the laws of the State of New Jersey and elected Joseph Egan now deceased as its first President.

The members of the New Jersey State Municipal Contractors Association and known affiliates through ownership or diverse relationships held municipal operating scavenger contracts, some for two or more years, totaling \$19,881,996 on December 31, 1958. This same group, with the exception of Fornaby Equipment Company, which became active in 1953, held contracts totaling \$10,445,237 on December 31, 1952. Based on the 1950 United States Census, and the 1957 estimated population compiled by the Department of Conservation & Economic Development of the State of New Jersey, this group of contractors were serving 1,490,274 persons

at an annual cost of \$5,811,137 on December 31, 1958 compared to servicing 1,162,582 persons at an annual cost of \$3,131,162 on December 31, 1952. The number of persons served increased 327,692 over 1952 while the annual cost increased \$2,679,975 an increase of 28.18% of population and 85.60% in cost.

Non-members of the association held contracts for \$1,245,974 on December 31, 1958 compared to \$807,390 on December 31, 1952. This group served 121,137 persons at an annual cost of \$402,199 on December 31, 1952 as against 79,801 persons served at an annual cost of \$349,298 on December 31, 1958, a decrease of 41,336 persons served with a decrease in the annual cost of \$52,901. A study of the bidding activities of this group and the municipalities involved indicates that one independent contractor holding a municipal contract on December 31, 1958 for \$550,000. with an annual cost of \$110,000. enjoys the good graces of the association.

Only eight non-members of the New Jersey State Municipal Contractors Association held a total of ten municipal contracts on December 31, 1958 in the Metropolitan area. An analysis of the bidding activities indicates that four of the contractors could be considered favored by four municipalities. There appears to be some semblance of competitive bidding in the remaining six municipalities.

The members of the New Jersey State Municipal Contractors Association held 94.10% of the dollar volume of municipal operating scavenger contracts of varying duration on December 31, 1958. The annual cost of these contracts represented 94.33% of all operating contracts in the urban and suburban municipalities of the Metropolitan area.

With the exception of one minor contract in Monmouth County the activities of the members of the Association were confined to the Metropolitan area.

Each member was assessed 1% of his annual gross earnings payable to the association. Within a short time they had amassed some \$40,000. in the treasury. William Carey was elected President to succeed Egan. At this point, the shadow of Mr. Serratelli began to appear over the N.J.S.M.C.A. Despite its lofty aims it appeared that the N.J.S.M.C.A. had only a series of dinner parties at various restaurants. One of the dinners was at the Colonial Inn, Asbury Park, N.J. owned by Serratelli's brothers and son, costing the association \$1,137.20.

The President of the N.J.S.M.C.A. when questioned as to the 1% assessment stated the money was amassed for mutual help in fighting Local 945 in the event of strikes. Serratelli at this point arranged to have the N.J.S.M.C.A. loan his brother-in-law, one Emil Attanasio, \$30,000.00. This loan was secured by an eight year real property mortgage, with only interest payments due annually. Therefore, despite their claims, the money amassed by the N.J.S.M.C.A. was made unavailable for any mass effort in combatting the union for eight years. When questioned concerning who suggested giving the money to Attanasio, it was conveniently attributed to the deceased President, Mr. Egan. We could find no evidence of any connection between Mr. Egan and Mr. Attanasio.

Following the various investigations the N.J.S.M.C.A. assessment for dues has been severely reduced.

From all indications this organization was formed by an entrenched small group of powerful contractors for the express purpose of controlling the industry. With the cooperation, assistance and direction of Mr. Serratelli they kept the newcomers in their places and "cut up the pie" to please themselves doling out the smaller jobs to their acquiescent and less affluent colleagues.

MUNICIPALITIES, BIDS, SPECIFICATIONS
AND PRE-QUALIFICATIONS

With the cooperation of the aforementioned county prosecutors we received and examined copies of contracts, bids, questionnaires, specifications and other practices relating to refuse collection from every municipality.

As to specifications, we found little or no uniformity. They range from one typewritten page to voluminous pages of minutiae. Some do not require liability insurance on vehicles, others require too much. Many sets of specifications are so loosely or vaguely worded they defy interpretation. This causes serious difficulties since the universal practice seems to be to incorporate the specifications by reference in the contract between the municipality and the contractor. Some require ownership of many more vehicles than are necessary for the service. In certain instances they strongly suggest tailoring for the benefit of favored contractors.

Pre-qualification of bidders is often a prudent precaution on the part of the municipality. To throw the bidding open to all would allow unqualified bidders of a fly-by-night character to underbid and ultimately default on the contract to the detriment of the public. This pre-qualification unfortunately has had the corollary effect of showing the bidders exactly who their competition is prior to bidding. This can facilitate and simplify any attempt at collusion, intimidation or bribery. We have made spot checks of some answers to questionnaires on financial worth. It is obvious that most governing bodies did not check them. Assets were inflated, fixed and current liabilities were omitted. Fortunately the contractors were able to complete the contract in each instance but two. This trouble appears to stem from calling for bids too close to the expiration date of the existing contract. In the majority of cases thirty or fifteen days prior to expiration date appear to be the rule. The municipal officials do not have time to investigate, study and reflect, then reject and re-advertise where necessary.

The greater majority of public officials are sincere people dedicated to serve their community. We did not attempt to investigate every street rumor that always seems to surround the awarding of every public contract. With our limited staff we were unable to obtain direct evidence of any bribery or extortion by public officers. In Bergen County a public official who was indicted, convicted, and is presently appealing the conviction, confessed to being on the payroll of the contractor.

We know that many honorable officials knew or suspected what was going on, but were not able to combat or overcome the great conspiracy they were facing. However, it is apparent that in many instances credulous officials accepted outrageously increased bids without any investigation, or on the strength of Serratelli's spurious wage demands, without any subsequent follow-up to effect a renegotiation of the contract. We have seen instances where low bids were rejected on highly technical and questionable grounds in order to favor certain contractors. Sometimes rejection and re-advertisement were used to give the favorite time to rebid or persuade the low bidder of his folly.

There is also a danger whenever there is a falling out among the contractors. At first blush it would appear that a municipality would benefit where a contractor "shot the bid" at a very low cost. When it comes time to perform we have discovered such bidder does everything to come out whole. Specifications will not be followed out. Labor will be either exploited or "scab" labor imported. The number of trucks will be curtailed and workers pushed like draught animals, service to the community deteriorates. Then, when labor grievances arise and citizens complain, the labor representative and local sanitary inspector have to be placated.

The greater majority of communities do not require the contractors to collect industrial refuse. This field is left open to the so-called private contractor. We have seen instances where the

municipal contractor was given a monopoly to make private collections by way of ordinance. There was testimony of sub rosa deals by way of limiting the licensing of private contractors to operate in the community to give the municipal contractor a virtual monopoly. Consequently industry could be and was charged whatever the traffic would bear.

We have also observed casual subcontracting to unqualified bidders, when the contract prohibits subcontracting without permission of the municipality. This appears to be further evidence of municipal laxity.

FINDINGS - DUMPING AREAS & FACILITIES

Questionnaires were submitted to the municipalities in the aforementioned counties. There are approximately 4,000 acres of privately leased or owned dumps located in twelve municipalities, 90% of which are owned or controlled by members of the N.J.S.M.C.A. Control of dumping areas by any group presently poses a dangerous opportunity for monopolistic practices. This will be further treated ante under recommendations. Communities are naturally loathe to have refuse dumps within their boundaries because of fire hazards, noxious odors, and the vermin infestation. Consequently the control in licensing dumping areas has been directed to controlling those hazards. With the advent of the mandatory use of the sanitary landfill method for private dumps, noxious odors and fire hazards have been reduced. The breeding of vermin still remains a problem.

No municipality has regulations on the posting and uniformity of rates by the owner or lessee.

With the millions of tons of refuse collected daily the time is bound to arrive when there will be no dumping space left in the small State of New Jersey. Construction on this type of base is generally limited to parkland, air fields, parking lots and stadia. Consequently a different method of disposal will have to be looked toward.

RURAL AREA (p.p. 141-161)

Five communities in Middlesex County and eight in Morris County contract for the disposal of refuse.

Middlesex County

One community has been serviced continually by a local manufacturer while another began to award contracts in 1954 and has since awarded the contract to one contractor as a lone bidder for the fiscal years 1955, 1956 and 1957, and to the same contractor on a competitive basis for the contract period commencing August 15, 1957. The per capita cost in both communities appears to be in line.

Three larger communities are serviced by one company. This company is controlled by both one of the largest N.J.S.M.C.A. contractors and by a personal friend of Serratelli's. An examination of the contracts held by this company indicates a high per capita cost for the services performed (p. 76). Investigation by the Middlesex County Prosecutor's Office would indicate it was a favorite of Local 945.

Morris County

The same person was the successful bidder for all contracts involving the years 1952 through 1958 in four communities. This successful bidder was the only bidder with the exception of one unsuccessful bid by a competitor in each instance.

RECOMMENDATIONS

It is respectfully recommended that legislation be enacted stabilizing and controlling this rapidly expanding industry that so vitally affects public health and morals, keeping in mind our traditional respect for free enterprise. It is evident that many of the contractors, municipal and otherwise would prefer genuine competitive bidding. They would rather rely on their skill, experience and other legitimate factors to insure their success. Many essentially honest people in this business have had to face a clear cut choice; either go along with the conspiracy or go out of the only business they knew.

Refuse collection has become a public utility similar to transportation, electric and power and the telephone. The one who ultimately benefits or suffers is the same, the citizen taxpayer.

We, therefore, submit the following proposals for consideration:

1. That an agency be created under an appropriate State Department to coordinate and regulate this industry with the following general aims:

(a) To provide the various municipalities with statistical data on costs and methods of refuse removal.

(b) To provide engineering surveys determining tonnage and cubic yards of refuse produced by the communities.

(c) To make available such other information as will give the governing bodies background for comparison, and intelligent investigation of the bids submitted.

(d) To license contractors to bid in order to eliminate pre-qualification by the community. Such licensing to be on an annual basis under uniform regulations. There should be required annual statements under oath

showing balance sheets, profit and loss statements, names and addresses of all persons having any proprietary interest, and interest in a dumping area if any.

(e) Municipalities should file copies of all bids submitted with such State agency.

(f) All bids should be incorporated into an affidavit averring non-collusion.

(g) To set forth uniform specifications on the realistic basis of present day needs with allowance for particular local requirements.

(h) The agency should have full power to make such regulations necessary to enforce fair dealings on the part of the contractor with the municipality.

(i) Full power should be given to fine, suspend or refuse to license violators of regulations. Licensing fees and municipal contribution for services should be provided for.

2. Because of the nature of the industry and being purely intra state commerce of a public utility nature, powers should be allotted to regulate labor management relationships toward these limited ends:

(a) To require a 30 day notice before any strike or work stoppage.

(b) To require mediation by the New Jersey Mediation Board promptly after such 30 day notice.

3. New legislation is required to fill the void that now exists with respect to private firms dealing with municipalities as follows:

(a) To provide safeguards against trusts, monopoly and restraint of trade in intra state commerce.

(b) To strengthen and enlarge on our criminal laws concerning labor-management corruption, collusive bidding, bribery and extortion by contractors and dump operators.

(c) To require commercial dumping areas to post rates and regulations in a public place and as a condition to municipal licensing require the owners, operators or lessees not to discriminate or refuse to accept such material from any person or firm as meets their posted requirements.

4. That studies be made looking toward:

(a) The problem of future disposal of refuse.

(b) To give relief from performance bond premiums on a pro rata performance basis. The flat 1-1/2% of the total contract price is presently added to the bid and paid for by the municipality.

Respectfully submitted,



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Deputy Attorney General

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