

**ROCKLAND COUNTY  
SOLID WASTE MANAGEMENT AUTHORITY  
d/b/a  
ROCKLAND GREEN  
172 Main Street  
Nanuet, NY 10954**

---

**REQUEST FOR PROPOSALS**

---

**RFP 2021-17**

**OPERATION AND MAINTENANCE  
OF THE  
MATERIALS RECOVERY FACILITY  
HILLBURN, NEW YORK**

**October 15, 2021**

Rockland Green

Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in  
Hillburn, NY  
RFP 2021-17

---

## RECEIPT CONFIRMATION

(This form must be completed by each member of the Proposer's team and  
returned to Rockland Green within 5 days of Proposer's receipt of this RFP)

### PLEASE COMPLETE AND RETURN THIS CONFIRMATION FORM WITHIN 5 WORKING DAYS OF RECEIVING THE RFP PACKAGE TO:

Mr. Ryan Montal  
Confidential Assistant to the Executive Director  
Rockland County Solid Waste Management Authority d/b/a Rockland Green  
172 Main Street  
Nanuet, NY 10954  
Phone: 845-753-2200 (Ext. 626)  
Fax: 845-753-2281  
Email: rmontal@rocklandgreen.com

Failure to return this form may result in no further communication or addenda regarding this RFP.

Proposer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Ext. \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

I have received a copy of the above noted RFP.

\_\_\_\_\_ We will be submitting a Proposal for RFP 2021-17

\_\_\_\_\_ We will NOT be submitting a Proposal – **(please indicate reason)**

I authorize Rockland Green to send further correspondence that Rockland Green deems to be of an urgent nature by  
the following method:

Courier Collect: \_\_\_\_\_ Mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



## **NOTICE TO PROPOSERS**

NOTICE IS HEREBY GIVEN that the Rockland County Solid Waste Management Authority d/b/a Rockland Green (hereinafter “Rockland Green”) is issuing a Request for Proposals (RFP-2021-17) (the “RFP”) for the Operation and Maintenance of the Materials Recovery Facility located at 420 Torne Valley Road, Hillburn, New York 10931.

Rockland Green is soliciting proposals for operation and maintenance services for its Materials Recovery Facility located at 420 Torne Valley Road, Hillburn, New York (the “MRF”) and the marketing of Recovered Materials. The Contract Services will be performed in accordance with the RFP and the Materials Recovery Facility Service Agreement entered into with Rockland Green.

The RFP may be obtained from the offices of Rockland Green between the hours of 9:00 a.m. and 4:30 p.m., Monday through Friday, except holidays, or downloaded from Rockland Green’s website at [www.rocklandgreen.com](http://www.rocklandgreen.com) in the Business – Contracting Opportunities section of the website, on or after October 15, 2021. Please contact Ryan Montal, Confidential Assistant to the Executive Director, at (845) 753-2200 ext. 626 with any questions concerning the distribution of the RFP.

Attendance at the pre-proposal meeting and Site visit is mandatory. The pre-proposal meeting and Site visit is scheduled for October 29, 2021 at 10:00 a.m at the MRF. Contact Ryan Montal, Confidential Assistant to the Executive Director, at (845) 753-2200 ext. 626 for details.

**One (1) original Proposal with three (3) copies along with a searchable PDF copy of the Proposal on a USB flash drive, shall be submitted to Rockland Green in a sealed envelope and shall be plainly marked on the outside with the statement “RFP-2021-17 Enclosed” with the Proposer’s name and title of the RFP.**

Sealed Proposals will be received by Rockland Green until December 22, 2021 until 2:00 p.m. local time, in the offices of Rockland Green, located at 172 Main Street, Nanuet, NY 10954. Any Proposals not delivered in person should be mailed to: Ryan Montal, Confidential Assistant to the Executive Director, Rockland County Solid Waste Management Authority d/b/a Rockland Green, 172 Main Street, Nanuet, NY 10954.

The attention of the Proposers is directed to the applicable federal, state and local law requirements and to the “Affidavit of Non-Collusion” in the proposal forms. Rockland Green encourages the fullest possible utilization of M/WBE’s.

By order of Rockland Green, Rockland County, New York.

Dated: October 15, 2021  
Rockland County Solid Waste Management Authority  
d/b/a Rockland Green  
172 Main Street  
Nanuet, New York 10954

## **TABLE OF CONTENTS**

I.	INTRODUCTION .....	1
a.	Project Overview .....	1
b.	Summary Scope of Services .....	2
c.	Rockland Green .....	2
d.	Flow Control .....	3
e.	Solid Waste Management Plan .....	4
f.	The Materials Recovery Facility.....	4
g.	The Dual Stream Recyclables (“DSR”) Processing System.....	5
h.	Legal Authority .....	7
i.	Business Structure.....	7
i.	Term Sheet .....	7
ii.	Proposal Bond .....	7
iii.	Pricing Structure Overview .....	8
II.	SCOPE OF SERVICES .....	10
a.	Operations Generally .....	10
b.	Facility Operations.....	10
c.	Maintenance .....	11
d.	Term of the Service Agreement.....	11
e.	Repair and Replacements.....	12
f.	Equipment Performance Test.....	12
g.	Staffing and Training .....	12
h.	Safety .....	12
i.	Operating Schedule .....	13
j.	Holidays .....	13
k.	Measurement Devices and Procedures .....	13
l.	Marketing .....	13
m.	Facility Performance Guarantees .....	14

n.	Environmental Obligations .....	14
o.	Liquidated Damages .....	16
p.	Governmental Approvals .....	16
q.	New York State Prevailing Wage Rates .....	16
r.	Education Outreach.....	16
III.	INSURANCE.....	17
IV.	SECURITY FOR PERFORMANCE.....	17
a.	Letter of Credit.....	17
b.	Guaranty Agreement.....	18
V.	TERMS AND CONDITIONS OF PROCUREMENT.....	18
a.	Rockland Green Reservation of Rights.....	18
b.	Confidential/Trade Secret Information .....	20
c.	Expense of Proposal Preparation .....	22
d.	Acceptance of Proposals .....	22
e.	Modifications to Proposals .....	22
f.	Termination of Negotiations .....	23
g.	Withdrawal from Procurement Process .....	23
h.	No Rockland Green Liability.....	23
i.	Continuing Obligation of Proposers .....	23
j.	No Discrimination and Affirmative Action Plan .....	24
VI.	PROCUREMENT PROTOCOL.....	24
a.	Procurement Schedule .....	24
b.	Mandatory Pre-Proposal Meeting and Site Visit .....	25
c.	Questions Concerning this RFP .....	26
d.	Addenda or Amendments to this RFP .....	27
e.	Site Access and Investigation .....	28
f.	Clarification Requests.....	28
g.	Proposer Interviews .....	28
VII.	SUBMISSION REQUIREMENTS .....	28
VIII.	PROPOSAL CONTENT .....	29

IX.	EVALUATION.....	36
a.	Evaluation Team .....	36
b.	Minimum Qualification Criteria .....	37
c.	Comparative Evaluation Criteria .....	38
d.	Requests for Clarification .....	41
e.	Proposer Interviews .....	42
f.	Award/Rejection of Proposal .....	42

**APPENDICES:**

Appendix A	Defined Terms
Appendix B	MRF Site Plan
Appendix C	Term Sheet
Appendix D	Form of Letter of Credit
Appendix E	Operational Specifications
Appendix F	Site Visit Protocol
Appendix G	Liquidated Damages
Appendix H	Business, Price and Technical Proposal Forms

**Business Proposal Forms**

1. Signature Page
2. Addenda Acknowledgment Form
3. Affidavit of Non Collusion
4. Disclosure Affidavit
5. Past and Present Performance Information Form for a minimum of five (5) references
6. Operator and Guarantor Qualifications
7. Certification of Facility and Site Conditions
8. FOIL Acknowledgement Form
9. Guarantor Acknowledgement
10. Insurance Company Letter of Intent
11. Exceptions to the Service Agreement
12. Affirmative Action Plan
13. Disclosure of Proposer Responsibility Statement
14. Prevailing Wage Law Violations
15. Bank Letter of Intent, Letter of Credit
16. Alternate Materials Recovery Facility
17. Performance Guarantees Confirmation

**Price Proposal Forms**

1. Annual Operations and Maintenance
2. Interim Operations Period
3. Supplemental Information and Information Required to Support Proposal Evaluation

**Technical Proposal Forms**

1. Proposed Staffing Plan
2. Proposed Equipment Plan

Appendix I	Form of Proposal Bond
Appendix J	Required Insurance
Appendix K	Historical Tonnages
Appendix L	Form of Guaranty Agreement

Rockland Green

Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in  
Hillburn, NY  
RFP 2021-17

---

Appendix M	Materials Recovery Facility Service Agreement
Appendix N	Rockland County Prevailing Wage Rates
Appendix O	Facility Registration
Appendix P	Performance Guarantees
Appendix Q	Flow Control Exempt Businesses

**REFERENCE DOCUMENTS**

- A. Local Law No. 2 of 2008, County of Rockland, State of New York - Flow Control Law
- B. Rockland County Sanitary Code Article XVII: Recycling
- C. Equipment Contractor Warranty Bond

## **I. INTRODUCTION**

### **a. Project Overview**

The Rockland County Solid Waste Management Authority d/b/a Rockland Green (hereinafter “Rockland Green”) owns a Materials Recovery Facility (“MRF” or “Facility”), located at 420 Torne Valley Road, Hillburn, New York (See the MRF Site Plan showing the location of the facility, set forth in Appendix B). The Facility operated as a dual stream MRF from 1997 to October of 2019 when it was decommissioned due to the equipment system having reached the end of its useful life.

Since its inception, Rockland Green has embarked on an aggressive recycling education and compliance program. Education and outreach has always focused on sustainable lifestyle choices and the value of recycling, combined with a rebate program by which each municipality earns cash rebates according to their recycling tonnages. Outreach has helped raise tonnage rates and build community enthusiasm for recycling. The high success rate of the Outreach and Education program continues to boost recycling rates for the future. Expansion of Rockland Green’s award-winning educational programs includes an annual mailer to residents, take-home materials for schools in coordination with State educational criteria, visual aids and digital audio-visual equipment for tours of the inter-active Environmental Education Museum. Rockland Green also distributes brochures, posters, displays for public spaces, public service announcements, printed ads in local media; and production and distribution of educational videos and televised public service announcements focused on recycling efforts in Rockland County. In past years Rockland Green, through its Environmental Education Center, has welcomed more than 3,000 visitors annually. Visitors of all ages learn how to properly prepare acceptable recyclables for curbside collection. In addition, in 2021 Rockland Green adopted the Recycle Partnership “Feet on the Street” program to increase the quantity and quality of material set out by County residents.

Rockland Green is currently conducting a number of procurements to make significant improvements to the existing Facility and Site. Rockland Green’s end goal for those improvements is a state of the art dual stream material recovery facility, which will include a new dual stream recyclables processing system (herein referred to as the “DSR Processing System”) as well as improvements to the existing structure and site. Rockland Green has entered into, or will shortly enter into, agreements with various contractors for the implementation of such improvements. This includes an agreement with the equipment contractor (the “Equipment Contractor”) to design, install, start-up, train, and test the DSR Processing System at the MRF, which will be fully operational no later than 3<sup>rd</sup> Quarter 2022. Rockland Green is issuing this Request for Proposals (“RFP”) to solicit competitive, sealed Proposals from private entities (the “Proposers”) for operations and maintenance services for the Facility and Site as well as the marketing of Recovered Materials. The operations services will commence prior to completion of the improvements to the

Facility, particularly the installation of the DSR Processing System so that the operator selected by Rockland Green pursuant to this procurement (“Operator”) will be involved in the start-up and testing of the DSR Processing System during the 2<sup>nd</sup> Quarter 2022. The Operator will also have the opportunity to provide feedback and comments to Rockland Green regarding the operational aspects of the DSR Processing System. Rockland Green is seeking a long-term partnership and is vested in the successful operation and maintenance of the Facility and Site. Additional information on the Facility improvements, including the DSR Processing System, can be found in Appendix E.

Proposers should carefully review this document and the appendices, which constitutes the formal RFP for these Contract Services, to ensure a clear understanding of Rockland Green’s needs, objectives, and scope of services requested herein. Proposals must be prepared according to the requirements set forth in this RFP, including the format and content guidelines. The Proposals will be reviewed and evaluated using the process further described herein.

For the purposes of this RFP, and for eventual use in the service agreement between Rockland Green and the Operator to provide the services requested herein (“Materials Recovery Facility Service Agreement” or “Service Agreement”), a list of defined terms has been developed. Unless otherwise specified in this RFP, all capitalized terms used in this RFP refer to the words and phrases listed in Appendix A (“Defined Terms”). The Defined Terms may be revised and expanded before incorporation into the Service Agreement.

b. Summary Scope of Services

The Operator must furnish all of the Contract Services which includes the operation, maintenance, repair, replacement, and management of the Facility, including the DSR Processing System, and the Site, as well as the marketing of Recovered Materials, in accordance with the Operational Specifications set forth in Appendix E and the other Contract Documents. Rockland Green performs an essential service for the residents and businesses of Rockland County, and as such, the Contract Services being sought hereunder constitute essential services as well.

The Contract Services will be set forth in detail in the Service Agreement. The Service Agreement will also reflect the provisions of the Term Sheet set forth in Appendix C hereto, the RFP, and the selected Proposal, as negotiated and agreed to by the parties. Also, a Guaranty Agreement will be required by Rockland Green and will provide for an unconditional guaranty by the Guarantor of the performance by the Operator of its obligations under the Service Agreement.

c. Rockland Green

Rockland Green is a body corporate and politic constituting a public benefit corporation, created and existing since 1993 pursuant to its enabling legislation, Title 13-M of Article 8 of the



Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York (the “Act”). Rockland Green’s mission is to serve the residents and businesses of Rockland County by providing necessary solid waste management services in order to protect and enhance our environment in a high quality, ethical, courteous, timely and cost-effective manner.

Rockland County is located in the lower Hudson River Valley region of the State of New York bordered by the Hudson River on the east, Orange County, New York on the northwest and by Bergen and Passaic Counties, New Jersey to the south (the “County”). The County encompasses an area of approximately 174 square miles. The County consists of five towns and nineteen villages. The County’s current population is approximately 325,695 persons. Currently, each of the five towns and nineteen villages within the County has responsibility for municipal solid waste, as well as for recyclables, collection and disposal generated within their boundaries.

Except for the few villages that maintain their own municipal collection, collection of MSW, including the dual stream collection of recyclables, is generally undertaken by private carters pursuant to contracts either directly with the private carter or through Rockland Green. Rockland Green is party to several intergovernmental agreements whereby Rockland Green becomes, consistent with the Act, responsible for recyclables collection in the particular municipality. Rockland Green then contracts with private carters to perform the collection services. Except as noted otherwise, pursuant to the County’s Flow Control Act (as discussed below), all materials collected in the County must be delivered to Rockland Green’s facilities regardless of whether such collections are performed through municipal departments of public works, private carters, or otherwise. Generally, commercial entities in the County are required to arrange for their own solid waste collection services, and pursuant to the Flow Control Act, all of the materials that are collected must also be delivered to Rockland Green’s designated facilities (unless an exemption applies, as discussed below). Rockland Green also has agreements with two municipalities outside of the County for the receipt of recyclables at the Facility.

#### d. Flow Control

Flow control refers to the ability of local governments to mandate, through laws or other regulations that all locally-generated solid waste be delivered to designated facilities. Here, the County’s Flow Control Act (attached hereto as Reference Document A) was signed into law in June 2008, and regulations were issued in September 2009 (last amended, 2015) (See Chapter 350 of the Rockland County Code). Under the Flow Control Act, it is a violation for any hauler to take yard waste, solid waste, certain construction and demolition debris, and/or designated recyclables generated within the County to any facility other than any solid waste facility owned or operated by Rockland Green, and designated by Rockland Green for acceptance or disposal of such waste. The recycling provisions of the Flow Control Act do not apply to a commercial entity that has applied for and been granted by Rockland Green an exemption from the Flow Control Act, pursuant to the Rules and Regulations thereof (see attached Appendix Q – “Flow Control Exempt Businesses”). The County Department of Health is charged with enforcement of the Flow

Control Act and that agency works with the Rockland County Sheriff's Office to increase enforcement of the Flow Control Act. Although Rockland Green believes that the Flow Control Act improves its ability to manage the County's solid waste, Rockland Green's operations and financial model is not dependent on the Flow Control Act. Rockland Green has operated historically without the benefit of any flow control laws.

e. Solid Waste Management Plan

In 1992, the New York State Department of Environmental Conservation (the "NYSDEC") approved Rockland County's Final Integrated Solid Waste Management Plan and General Environmental Impact Statement (the "Plan"). Under the Plan, the County is responsible for developing several recycling facilities and a long-term plan for non-recyclable municipal solid waste. Rockland Green updated the Plan and achieved NYSDEC approval on December 7, 2015. The goals of the Plan are to maximize waste reduction, recycling, and reuse. The Plan focuses on recovering recyclable paper, glass, metal and plastic containers, compostable materials, biosolids, construction and demolition debris and bulky wastes.

f. The Materials Recovery Facility

Rockland Green's infrastructure includes nine Rockland Green owned/operated waste management facilities. A number of the facilities are located at the "Hillburn Campus" in the Town of Ramapo. The Hillburn Campus includes the MRF, a transfer station, a biosolids cocomposting facility, a conference center and greenhouse, and a yard waste composting facility.

Prior to the demolition of the processing equipment previously housed in the MRF, the MRF had been in operation since 1997, processing primarily three streams of recyclables: commingled containers, residential mixed paper (RMP, also referred to as residential fiber), and commercial fiber generated within the County, as well as certain recyclable materials originating outside the County, to produce marketable recovered materials. All materials delivered to the Facility are delivered via dual stream consisting of a) residential commingled containers and b) residential and commercial mixed paper in accordance with the Source Separation Ordinance set forth in Appendix O. The inbound (unprocessed) material tonnage for each of the material streams for the last five (5) years is set forth in Appendix K. Inbound tonnages have been generally consistent, except for a spike in commercial OCC in late 2019.

For the period from 1997 to September 2019, the MRF was operated by various third party operators who provided all operations and maintenance services, including materials marketing, pursuant to an operation agreement with Rockland Green. Beginning in September of 2019, Rockland Green has used the Facility as a trans-load facility, and in September 2021, the trans-load operation was moved to Rockland Green's transfer station which it will continue to do until completion of the major upgrades to the Facility began as discussed herein.

The existing Facility and Site will be improved to incorporate the DSR Processing System and Facility operations. The new DSR Processing System will be operated as a dual-stream system and will continue providing commercial recycling services to County businesses. The improvements to the Facility and Site include, but are not limited to, the following:

1. An approximately 15,000 square foot pre-engineered metal building addition to the east face of the existing processing and tipping areas. This additional space will provide added storage for receiving incoming materials and for staging baled products prior to shipping.
  2. Construction of concrete bunkers, pits, pushwalls, etc. to house materials and conveyors. The concrete work will integrate with the DSR Processing System.
  3. Construction of four (4) new trailer loading docks.
  4. Improvements to the Site, such as regrading of existing topography, construction of retaining walls and improvements to the stormwater collection system.
  5. Upgrading of the existing electric service to power the DSR Processing System (from 1,200 amps to 2,500 amps).
  6. Installation of a natural gas line to the Site and the elimination of using fuel oil for heating.
  7. Installation of additional overhead doors for truck access.
  8. Renovations and upgrades to the administration area for the Operator's staff and storage of spare parts.
  9. The addition of a conditioned room for new air compressors servicing the DRS Processing System.
  10. Upgrades and replacements to the fire protection system including the sprinklers and fire alarm.
  11. Installation of automated fire detection and extinguishing system with continuing monitoring.
  12. Along with the commingled container stream and the residential fiber stream, the DSR Processing System will allow for the direct bale of Commercial Fiber, Shredded Office Paper, Post-Industrial Rigid Plastic and Post-Industrial Film. The direct feed material will be received through the tipping doors and fed directly from an infeed conveyor to the balers.
- g. The Dual Stream Recyclables ("DSR") Processing System

The DSR Processing System will be a state-of-the-art dual-stream MRF that will consist of modern and proven advanced sorting equipment. Generally, all material will be accepted in two tipping areas, with dedicated tipping areas for commingled containers, residential fiber and commercial fiber. Residential and commercial fiber will be processed on a single processing line and commingled containers will be processed on another single processing line. The DSR Processing System will also allow for the direct-baling. These throughput rates will allow for the tipping floor to be empty at the end of each working day. The DSR Processing System is specified to produce a minimum recovery rate of 98% for used beverage cans (“UBC”) and polyethylene terephthalate (“PET”) and 95% for all other target commodities. These minimum requirements will be guaranteed by the Equipment Contractor and the Operator and verified by Rockland Green’s Engineer prior to final completion of the contract services by the Equipment Contractor and the commencement of commercial operations. The DSR Processing System will operate on a five (5) day-per-week, single shift basis, although the system will be capable of increased operational time as required.

The DSR Processing System will include state-of-the-art equipment, balers, optical sorting, robotic sorting, screening configurations and process layouts. It will incorporate automatic and manual technologies and include the latest innovations and automations available in the industry, focusing on automation over manual sorting practices wherever possible. The DSR Processing System will also be capable of adapting to changes in the inbound material stream and the commodities market to allow for the system to remain financially sustainable for Rockland Green throughout the system’s entire lifespan. All components of the DSR Processing System will include a two-year warranty from the Equipment Contractor as further discussed below. Emergency maintenance and spare parts for all components of the DSR Processing System will be provided by the Equipment Contractor and be available to the Operator within 48 hours’ maximum response time. Prior to Final Completion and the commencement of the Operations Period, the Equipment Contractor will provide for thorough training of the Operator’s personnel.

The DSR Processing System was designed with Rockland Green’s current and projected material streams in mind. A glass processing system is also included to address Rockland’s notably high glass content which will be capable of producing the same aggregate product it has produced for the past 15 years and successfully used in civil engineering applications. Residue and trash (non-recyclables) will be transferred to Rockland Green’s nearby transfer station, which is also located on the Hillburn Campus. The design of the DSR Processing System considered consumer trends to project future stream characteristics and allow the system to remain effective for its entire twenty-year lifespan.

The MRF is registered in accordance with NYSDEC regulations and such registration expires April 29, 2024. Based on its capacity, the MRF does not require a NYSDEC permit. The registration is attached hereto as Appendix O.

Rockland Green's other waste management facilities include the Clarkstown Transfer Station, the Clarkstown Yard Waste Facility, and the French Farms yard waste composting facility, the Concrete and Asphalt Crushing operation, the Bowline Transfer Station, and the Household Hazardous Waste Facility.

h. Legal Authority

The issuance of this RFP is authorized in accordance with the Act and Rockland Green's procurement policy.

i. Business Structure

i. Term Sheet

Appendix C includes the Term Sheet that will form the basis of the Service Agreement. The Term Sheet sets forth a summary of the terms and conditions pertaining to the Contract Services.

The Service Agreement will be the definitive statement of the mutual responsibilities and liabilities of Rockland Green and the Operator for the Contract Services, and will be distributed to Proposers as an addendum to this RFP. In the event of a conflict between the Service Agreement and other sections of the RFP, the provision most favorable to Rockland Green shall govern. The Service Agreement is being provided in draft form, and as such, Rockland Green reserves the right in its sole discretion to make any and all changes thereto. It will include appendices that will be modified to include the details of the Operator's Proposal, as applicable.

In its Proposal, each Proposer is expected to review and provide a markup of the draft Service Agreement. To the extent that any Proposer wishes to modify (or amplify) any provision of the draft Service Agreement, the specific text of the proposed modification must either be clearly marked on the document or appended to the document in clearly typed riders. Each Proposer shall include in its Proposal all comments to the draft Service Agreement, as subsequent comments may not be considered by Rockland Green. Although modifications to the draft Service Agreement are acceptable, the extent of a Proposer's deviation from such terms shall be considered as an evaluation criterion as set forth in the RFP. A Proposer's failure to include in its Proposal its clear affirmative acceptance of the draft Service Agreement in its entirety or a complete set of its comments to the draft Service Agreement will also be considered in the evaluation and will not be viewed favorably. If a Proposer does not wish to provide a mark-up of the Service Agreement, the Proposer shall include a statement to this effect on Business Proposal Form 11.

ii. Proposal Bond

Each Proposal must be accompanied by a Proposal Bond or certified check payable to the order of Rockland Green, in the amount of \$100,000. The Proposal Bond must provide that prior to the expiration or termination of the Proposal Bond, the Operator shall (1) if so requested by Rockland Green, negotiate an agreement with Rockland Green, and (2) if Rockland Green selects the Proposer's Proposal, enter into the Service Agreement. If the Proposer fails to comply with the above, the surety will pay to Rockland Green, as liquidated damages, the full amount of the Proposal Bond or, as applicable; the certified check shall become the property of Rockland Green and be deposited in Rockland Green's accounts.

Any Proposal Bond must be valid for at least 180 days from the proposal submission date. If the Service Agreement has not been executed prior to the expiration of the Proposal Bond, Rockland Green may require the renewal of the Proposal Bond for an additional 180 days. No proposal will be considered unless it is accompanied by the required certified check or Proposal Bond. The form of the Proposal Bond which must be submitted is set forth in Appendix I.

The certified check or Proposal Bond submitted by a Proposer will be returned within ten (10) business days after the earliest to occur of (1) the rejection of the Proposal of such Proposer by Rockland Green, and (2) the execution of the Service Agreement by and between Rockland Green and the Operator.

### iii. Pricing Structure Overview

The Contract Services set forth in the Service Agreement will be performed during three (3) distinct periods throughout the Term: 1) the Pre-Interim Operations Period; 2) the Interim Operations Period and the 3) Operations Period and separate fees will be paid to the Operator for Contract Services to be performed during 1) the Interim Operations Period and 2) the Operations Period, all as further described below:

#### Pre-Interim Operations Period

The Pre-Interim Operations Period is the period following the issuance of the Notice to Proceed but prior to the Interim Operations Period and is anticipated to be an approximately twelve (12) week period during the 2<sup>nd</sup> Quarter 2022. During this period, the Operator will begin its transition and mobilization following Rockland Green's issuance of a Notice-to-Proceed and will be attending meetings with Rockland Green, hiring and training staff, procuring materials and supplies and establishing the initial inventory of consumables related to operations (for example, baling wire).

#### Interim Operations Period

The Interim Operations Period is the period between commissioning and Final Completion of the DSR Processing System. The Proposer shall submit to Rockland Green its proposed

approach and methodology as to how they will be paid to operate the DSR Processing System during the Interim Operations Period which is anticipated to be an approximately eight (8) week period during the 3<sup>rd</sup> Quarter 2022. The Proposer shall include in their proposed approach and methodology the proposed costs for all things necessary for the Operator to operate the DSR Processing System during the Interim Operations Period and process all Acceptable Materials and dispose of all Rejects and Residue. It should also include its variable costs such as staffing, staff training, bringing Rolling Stock on-Site and the transfer of Residue and Rejects to the Transfer Station. The duration of this Interim Operations Period is not guaranteed by Rockland; it depends on the efficiency of the commission for the DSR Processing System and the completion of the critical construction items for full occupancy. Rockland Green desires an equitable fee structure that covers the Operator's cost while also providing flexibility to accommodate the variables that occur during MRF commissioning. Such fee structure, approach and methodology will be the subject of discussions during negotiations. The Operator will receive the same share of the sales revenues for the Recovered Materials ("Recovered Materials Sales Revenues") during this period as it will during the Operations Period although there are no guarantees regarding the amount of Acceptable Materials that will be processed or marketed during this period.

#### Operations Period

The Operations Period occurs as of the Operations Date through the end of the Term of the Agreement. The Proposer shall propose a per ton fee ("Per Ton Fee") for each of the following streams during the Operations Period: 1) Commercial Fiber; 2) Residential Fiber; 3) Residential Container; and 4) Direct to Baler. The Per Ton Fee for each of the foregoing shall include all things necessary to perform the scope of services per the RFP during the first year of operation following the Commencement Date, which is anticipated to occur during the 4<sup>th</sup> Quarter 2022. The Price Per Ton shall include the annual cost of utilities. The Per Ton Fee for each subsequent year of the Service Agreement shall be based on the formula outlined in the RFP with respect to inflation and any applicable price adjustments.

#### Utilities

During the Term of the Service Agreement, the Operator shall be responsible for natural gas and electricity required to operate the Facility. Rockland Green will make diesel fuel available at no cost to the Operator for the operation of its Rolling Stock at the Facility in accordance with Rockland Green's fuel replenishment program ("Fuel Replenishment Program"). The Fuel Replenishment Program is a program whereby Rockland Green provides diesel fuel for the Operator's equipment and Rolling Stock based upon an amount agreed to by the parties at Rockland Green's fuel station. Rockland Green shall be responsible for any water/wastewater charges. The Operator is to include its costs for natural gas and electricity in the Price Per Ton for each material stream listed above. For information purposes (e.g., not an evaluation item), Rockland Green will require Proposers to provide their all-in estimated cost for natural gas and electricity for Year 1 of the Service Agreement. The Operator shall be responsible for providing

propane fuel to the extent required for operation of its Rolling Stock (with no reimbursement from Rockland Green).

## **II. SCOPE OF SERVICES**

### **a. Operations Generally**

The Operator will operate and maintain the Facility and Site in strict accordance with sound operating practice and the terms and conditions of the Service Agreement, and will receive all Acceptable Materials, produce and market Recovered Materials, transport Residue to the Transfer Station on the Hillburn Campus and transport Recovered Materials to markets in accordance with the Performance Guarantees applicable to such activities and the terms and provisions of the Service Agreement (the “Contract Services”). The Operator will not use or permit the use of the Facility for any purpose other than those contemplated by this RFP and the Service Agreement.

### **b. Facility Operations**

The Facility operations should maximize the quantity of Acceptable Materials which are Processed into Recovered Materials and should maximize the quality of the Recovered Materials Processed at the Facility. Operations shall be conducted so as to best utilize the available space within the Facility to conduct all required activities for the acceptance and Processing of Acceptable Materials and production, storage and shipment of Recovered Materials. The Operator will be required to accept all Acceptable Materials delivered to the Facility up to the allowable capacity of the Facility as specified in the registration. The bulk of materials received will be from municipalities and private firms both within and outside Rockland County.

The Operator shall operate the Facility and Process Acceptable Materials and market Recovered Materials Monday through Saturday. Acceptable Materials shall be Processed in accordance with the Performance Guarantees set forth in Section II(m) of the RFP (in accordance with scalehouse records). All operations must be conducted within the confines of the Site and in compliance with the Contract Standards including Applicable Law. All Equipment shall be maintained by the Operator in accordance with the manufacturer’s recommended maintenance and recommended intervals so as to optimize efficiency of operations.

Rockland Green shall not be under any obligation to the Operator to deliver any specified tonnage of Acceptable Materials to the Facility during the Term of the Service Agreement.

The Operator shall transport Rejects from residential customers and Residue from the Facility to the Transfer Station at its sole cost and expense but is exempt from paying the tip fee for the disposal of such Rejects and Residue at the Transfer Station. All Rejects from residential customers and Residue are to be transported using Operator Equipment over Rockland Green’s



scales prior to disposal at the Transfer Station. Rejects from commercial customers are to be managed in accordance with the Operator's approved Operation and Maintenance Plan.

c. Maintenance

The Operator shall maintain the Facility, including the DSR Processing System, and the Site in accordance with the requirements set forth herein. As previously described above, Rockland Green recently procured and entered into a number of agreements with contractors to replace the equipment in the MRF with state-of-the-art equipment and make significant improvements to the Facility and Site. In connection with the design and installation of the DSR Processing System, Rockland Green entered into an agreement with the Equipment Contractor for such work. As part of that agreement, the Equipment Contractor is providing a two (2) year warranty that will cover the entire DSR Processing System. Pursuant to such warranty, the Equipment Contractor warrants that all materials, equipment, and structures furnished in connection with the installation of the DSR System will be free of defects. Such warranty excludes 1) any remedy for damage or defect caused by abuse, alterations, or failure to maintain the DSR Processing System in a commercially reasonable manner and 2) the replacement of wear parts. As a result, if at any time during the 2-year Warranty Period, the DSR Processing System is found to be malfunctioning or defective, except for the exclusions set forth above, the Equipment Contractor is required to repair or correct it at its sole cost and expense inclusive of all labor, materials and freight. If a repair or corrective action is needed and not covered by warranty during the Term of the Service Agreement, the Operator is responsible for performing the work at its cost except as otherwise described in the Service Agreement and Section (e) below.

In addition, Rockland Green has entered into agreements with a number of construction contractors for the different trades (collectively referred to as the "Contractors") for significant improvements to the Facility. In connection with these agreements, the Contractors will each be providing a one (1) year warranty that will cover all of the work performed by the Contractor involving their respective construction work. Pursuant to the warranty, the Contractors warrant that all materials, equipment, and structures furnished in connection with the above-referenced work will be free of defects. As a result, if at any time during the 1-year Warranty Period, the work set forth above is defective, the applicable Contractor is required to repair or correct it. If a repair or corrective action is needed and not covered by warranty during the Term of the Service Agreement, the Operator is responsible for performing the work at its cost except as otherwise described in the Service Agreement and Section (e) below.

d. Term of the Service Agreement

Rockland Green will enter into the Service Agreement with the Operator for a term of seven (7) years commencing upon the Operations Date. Such term may be extended by Rockland Green for one (1) additional three (3) year renewal term at its sole discretion on notice to the Operator no later than 180 days preceding the end of the initial Term.

e. Repair and Replacements

The Operator will be responsible for the first Twenty-Five Thousand Dollars (\$25,000) of each repair or replacement required to be performed at the Facility or Site. Rockland Green is responsible for all amounts over the Twenty-Five Thousand Dollars (\$25,000) threshold for any repair or replacement at the Facility or Site. The relining of the baler will be excluded from this provision and will be performed by Rockland Green throughout the Term at its sole cost and expense.

f. Equipment Performance Test

As indicated above, Rockland Green recently procured the design and installation of the DSR Processing System and entered into an agreement with the Equipment Contractor in connection with that work. As part of the responsibilities of the Equipment Contractor pursuant to that agreement, the Equipment Contractor is required to start-up and test the DSR Processing System (the "Equipment Performance Test") and train the Operator's staff to operate the system. Through the Equipment Performance Test, the Equipment Contractor will be required to demonstrate that the DSR Processing System meets the Minimum Performance Requirements in order to achieve Final Completion of the DSR Processing System. The Minimum Performance Requirements include but are not limited to the throughput requirements, system availability requirements, recovery rate/residue requirements and product quality and marketability requirements

The Operator will also be required to provide the staffing for the Equipment Performance Test and, upon the satisfaction of the Equipment Performance Test by the Equipment Contractor, will be required to acknowledge and affirm that the DSR Processing System meets the Minimum Performance Requirements and that the Facility is capable of performing the Contract Services.

g. Staffing and Training

The Operator will, at its cost and expense, provide staff for the operation of the Facility. The Operator shall maintain a minimum staff for the operation of the Facility in accordance with the Staffing Plan contained in the Operation and Maintenance Plan and shall provide a product marketing sales employee responsible for the Marketing of Recovered Materials as further set forth in the Staffing Plan. The Operator will also be required to provide additional staff, if needed, to provide the Operation Services or meet the Performance Guarantees. Staff shall receive training in the proper management, operations, and maintenance of the Facility.

h. Safety

The Operator will maintain the safety of the Facility and the Site at a level consistent with Applicable Law, the Insurance Requirements, solid waste management and recycling industry practices as defined by Solid Waste Association of North America, and the National Recycling

and Waste Management Association and the American National Standard for Equipment Technology and Operations for Wastes and Recyclable Materials – Facilities of the Processing of Commingled Recyclable Materials – Safety Requirements - ANSI Z245.41, all as further set forth in the Safety Plan contained in the Operation and Maintenance Plan.

i. Operating Schedule

Operation of the Facility is year-round. Hours of operation for receiving Acceptable Materials, transferring Residue or Rejects or shipping Recovered Materials for non-holidays are 6:30 a.m. to 4:30 p.m., Monday through Friday and 6:30 a.m. to 12 p.m. on Saturday. In addition, the Operator will be required to remain open for additional hours as may be required by Rockland Green to accommodate the usual special collection practices due to holidays, a natural disaster or an emergency condition, as permitted by the NYSDEC registration.

j. Holidays

The Operator is not required to receive Acceptable Materials on the following six (6) Holidays each year and Rockland Green's transfer station will be closed:

New Year's Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day.

k. Measurement Devices and Procedures

Rockland Green will operate and maintain truck scales and weigh all vehicles entering and exiting the Facility. The Operator and its agents will have the right to monitor weighing activities and to check and verify the proper calibration of the truck scales at the Operator's sole expense. Rockland Green will maintain daily records of the number of Tons of Acceptable Materials delivered to the Facility, and outbound shipments of Recovered Materials, Rejects and Residue, indicating the date and time of arrival or departure of each vehicle transporting such material, with appropriate vehicle identification.

l. Marketing

The Operator shall be responsible for marketing Recovered Materials.

Rockland Green encourages the Operator to seek ways to maximize revenue from the sale of Recovered Materials. A well thought-out and expressed Marketing Plan will be a key element of a responsive proposal and will be a significant rating factor for Operator selection. As detailed below, it is the Operator's responsibility to produce Recovered Materials in accordance with the specifications contained in this RFP, market Recovered Materials in accordance with the approved Marketing Plan to maximize Recovered Materials quantity and revenues, and to prevent the landfilling or disposal of Recovered Materials.

The Operator will provide staff sufficient to operate the Facility and carry out its Marketing Plan. The general Marketing Plan will be submitted with the Proposal and will be incorporated into the Service Agreement. The Operator will be required to submit to Rockland Green a final Marketing Plan as part of the Operations and Maintenance Plan, within ninety (90) days following the Contract Date for review and comment by Rockland Green. The Operator will be permitted to update the Marketing Plan based upon any results obtained during the Interim Operations Period subject to Rockland Green's approval.

The Operator will have the responsibility for marketing of all Recovered Materials except for glass. Recovered Materials Sales Revenues will be deposited in Rockland Green's account and distributed between the Operator and Rockland Green, with Rockland Green receiving eighty-five percent (85%) of the revenues and the Operator receiving fifteen percent (15%) of the revenues. The Marketing Plan shall be based on the Operator covering all costs for marketing including arranging for pick-up and transportation, invoicing and collections. All receipts will be deposited in a Rockland Green bank account. Rockland Green is currently in the process of conducting a separate procurement for a glass processor and intends to enter into an agreement in connection therewith. During the Term, the Operator will be required, at its sole cost and expense, to load hauling vehicles or containers with glass in accordance with the Operator's approved Operation and Maintenance Plan.

m. Facility Performance Guarantees

Appendix P of this RFP outlines the Performance Guarantees the Operator must meet and outlines the Operator's compliance obligations in connection therewith. Business Proposal Form 17 requires each Proposer to acknowledge that, if selected, it will comply with each Performance Guarantee and if the Proposer feels it cannot meet one or more of the Performance Guarantees, to indicate the Performance Guarantee it feels it cannot meet and the reasons therefor.

Except to the extent excused by an Uncontrollable Circumstance, in the event the Operator fails to comply with any Performance Guarantee, the Operator will (1) indemnify and hold harmless and release Rockland Green and provide full reimbursement to Rockland Green for all costs fines, penalties and fees incurred by Rockland Green and/or the Operator, and (2) be subject to liquidated damages as set forth in Appendix G.

n. Environmental Obligations

The Operator must provide the acceptance of the following environmental obligations:

1. No Nuisance Covenant.

The Facility will be operated and maintained so as not to create a public nuisance. The operation of the Facility will be undertaken to comply with all Applicable Law, the Operations and Maintenance Plan and all other applicable standards and regulations. The Facility shall have appropriate treatment of areas open to public view to create and maintain an attractive and aesthetically acceptable appearance as approved by Rockland Green.

2. Dust Control.

The Facility shall be operated in a manner so as to minimize the generation of fugitive dust.

3. Vermin Control.

The Operator shall take adequate steps to control flies, rodents or other vectors, to minimize bird problems, and implement an effective vermin control program.

4. Wastewater Disposal.

Wastewater shall be directed solely to the sanitary sewer for conveyance to a treatment facility. Such discharges shall comply with all the provisions of the Service Agreement.

5. Storm Water Management.

The Operator shall be responsible for the proper management of the storm water conveyed from the Site in accordance with the SPDES stormwater permits and Applicable Law.

6. Residue Storage.

The Operator shall store all Residue within the confines of an enclosed Residue storage container prior to removal from the Site.

7. Residue Removal.

All Residue containers shall be sealed to prevent leakage and shall not be filled to levels that permit overflow or spillage during transport.

8. Litter Control.

The Operator will maintain the Facility in a neat and orderly condition at all times, consistent with good operating practices. The Operator will take adequate measures to prevent the migration of litter off-Site, shall insure minimum spillage from conveyors or Processing equipment with adequate daily housekeeping to clean any spillage, and shall sweep all paved surfaces not less than daily, removing any spillages as soon as practicable. The Operator shall clean litter from the Site on an ongoing and as-needed basis or as otherwise reasonably requested by Rockland Green.

9. Personnel.

The Operator will be responsible for providing adequate numbers of qualified personnel and subcontracted services to staff the Facility and deal effectively and promptly with matters of environmental controls, records, and emergencies in accordance with the Operations and Maintenance Plan and the requirements of the Service Agreement.

10. Protection of Rattlesnakes, Wetlands and Streams.

Precautions and protective measures specified in Rockland Green's SEQR documents and NYSDEC permit shall be followed at all times.

11. Lawful and Proper Handling Storage and Disposal of Hazardous Substances.

All materials discovered to contain Hazardous Waste or hazardous substances or are contaminated by petroleum or petroleum by-products will be lawfully and properly handled, stored and disposed of by the Operator.

o. Liquidated Damages

The Operator will be required to pay liquidated damages in certain circumstances of nonperformance, breach and default as further described and set forth in Appendix G. The Operator will be required to agree and acknowledge that Rockland Green's actual damages in each such circumstance would be difficult or impossible to ascertain, and that the liquidated damages provided for with respect to each such circumstance are intended to place Rockland Green in the same economic position as it would have been in had the circumstance not occurred.

p. Governmental Approvals

To the extent any Governmental Approvals are required for the performance of the Contract Services, the Operator will be responsible for obtaining such Governmental Approvals.

q. New York State Prevailing Wage Rates

The Operator will be required to pay prevailing wages for workers performing work related to the performance of its obligations under the Service Agreement. The prevailing wage schedules are attached hereto as Appendix N.

r. Education Outreach

The Operator will prepare an Education Plan, as part of the Company's Operation and Maintenance Plan, and work with Rockland Green to focus on sustainable lifestyle choices and the value of recycling to help raise tonnage rates and build community enthusiasm for recycling. As part of its Education Outreach, Rockland Green intends to continue to utilize an annual mailer to residents, take-home materials for schools in coordination with State educational criteria, visual

aids and digital audio-visual equipment for tours of the inter-active Environmental Education Museum. Rockland Green also intends to continue to distribute brochures, posters, displays for public spaces, public service announcements, printed ads in local media and production and distribution of educational videos and televised public service announcements focused on recycling efforts in Rockland County.

### **III. INSURANCE**

The Operator shall maintain insurance issued by an insurance carrier satisfactory to Rockland Green to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of the Operator's performance (or the performance of its Subcontractors) of its responsibilities under the Service Agreement. Such insurance shall be maintained at the Operator's sole expense. The Operator must meet the requirements set forth in Appendix J and must obtain and maintain the types and minimum coverages, not including deductible, of insurance set forth therein. Rockland Green shall be listed as a Certificate Holder and additional insured.

The Proposers shall provide a letter of intent from an insurance company indicating that the insurer is highly confident that when full application is made by the Proposer, it will furnish the Required Insurance. See Business Proposal Form 10.

### **IV. SECURITY FOR PERFORMANCE**

Proposers shall provide, as security for performance of the Service Agreement, (1) a Letter of Credit; and 2) a separate, written Guaranty Agreement.

#### **a. Letter of Credit**

The Proposer shall provide and maintain for Rockland Green's benefit a direct pay letter of credit on an evergreen basis equal to one million dollars (\$1,000,000). The letter of credit shall be provided to Rockland Green on or before the Contract Date. The failure by the Operator to maintain and provide such letter of credit shall constitute an immediate event of default. The bank providing the letter of credit must be situated in New York, in or near Rockland County, and must comply with the requirements set forth in the Service Agreement. The expenses of obtaining and maintaining this letter of credit are the sole responsibility of the Operator. The Proposer shall provide a letter from a bank evidencing its ability to obtain a letter of credit in the amount required herein. (See Business Proposal Form 15.)

The letter of credit must be approved by Rockland Green and must comply with the requirements set forth in the Service Agreement. The letter of credit may be drawn on by the Rockland Green for any costs incurred resulting from a breach of the Service Agreement, the

payment of liquidated damages, or the payment of any other credits or payments due to Rockland Green. In the event of a drawdown, the Operator shall immediately replenish the amount of the letter of credit to the original amount.

b. Guaranty Agreement

The Operator shall provide a Guarantor to sign a Guaranty Agreement with Rockland Green in which it will irrevocably, absolutely and unconditionally guarantee all of the Operator's obligations under the Service Agreement to perform the Contract Services. A form of the Guaranty Agreement is included as Appendix L hereto. The Guarantor shall submit Business Proposal Form 9 (Guarantor Acknowledgement) signed by an officer, demonstrating its willingness to execute the Guaranty Agreement.

**V. TERMS AND CONDITIONS OF PROCUREMENT**

a. Rockland Green Reservation of Rights

This RFP constitutes an invitation to Proposers to submit Proposals to Rockland Green. This section describes Rockland Green's responsibilities, rights, and options as they relate to various business, legal, and financial aspects of the procurement effort. By responding to this RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the selection of a Proposer to negotiate an agreement with Rockland Green. Without limitation, Rockland Green reserve, holds, and may exercise, at its sole discretion, the following rights and conditions:

1. This RFP does not obligate Rockland Green to procure or contract for any services whatsoever, nor does it obligate Rockland Green to procure the Contract Services.
2. All costs incurred by Proposers in connection with responding to this RFP, the evaluation and selection process undertaken in connection with this procurement, and any negotiations entered into in connection with developing the Service Agreement will be borne by the Proposers.
3. All Proposals become the property of Rockland Green and will not be returned.
4. Rockland Green may reject and return unopened any responses not received by the deadline for receipt of Proposals.
5. Rockland Green may extend the deadline date for submission of Proposals and modify schedule dates.



6. Rockland Green reserves the right, at any time, to determine that any or all Proposers will not be selected for further consideration and to notify such Proposers of Rockland Green's determination.
7. Rockland Green has the right to reject, for any reason, any and all Proposals and components thereof and to eliminate any and all Proposers responding to the RFP from further consideration for this procurement.
8. Rockland Green may conduct clarification discussions, at any time, with one (1) or more Proposers and request additional information relating thereto.
9. Rockland Green will receive questions from Proposers and provide such answers, as it deems appropriate.
10. Rockland Green reserves the right to designate, at any time, one (1) or more Proposers with whom it may select to have a full evaluation of their Proposal(s).
11. Rockland Green has the right to select the Proposer(s) who best satisfies the interests of Rockland Green and is most responsive to the RFP, and not necessarily on the basis of price or any other single factor.
12. Rockland Green reserves the right to amend, supplement, or otherwise modify this RFP, including the scope of services, or otherwise request additional information without prior notice.
13. Rockland Green reserves the right to request Proposers to send a representative to attend Rockland Green interviews.
14. Rockland Green reserves the right to require additional information from one or more Proposers to supplement or clarify the Proposals submitted.
15. Rockland Green reserves the right to conduct investigations of the Proposers, and their responses to this RFP and to request additional evidence to support the information included in any such response.
16. Rockland Green reserves the right to conduct investigations of the Proposer's proposed Subcontractors, and to request additional evidence to regarding any proposed Subcontractor.
17. Rockland Green reserves the right to visit and examine any of the facilities referenced in the Proposal and others owned, operated, and/or built by the Proposer to observe and inspect such facilities.
18. Rockland Green reserves the right to waive any technicalities or immaterial irregularities in any Proposal received, in accordance with Applicable Law.
19. Rockland Green has the right to eliminate any Proposer who submits an incomplete and inadequate response or is not responsive to the requirements of this RFP.

20. Rockland Green has the right to cancel this RFP without issuing another RFP or to amend, supplement, or otherwise modify this RFP, including the scope of services, or otherwise request additional information without prior notice.
21. Rockland Green reserves the right to issue additional or subsequent solicitations for Proposals.
22. Rockland Green reserves the right to designate, at any time, one (1) or more Proposers with whom it may select to have a full evaluation of their Proposal(s).
23. To the extent deemed appropriate by Rockland Green, Rockland Green may select and enter into discussions and to conduct simultaneous negotiations with one or more of the Proposer(s) submitting Proposals.
24. Rockland Green, in its sole discretion, has the right to discontinue negotiations with any Operator at any time prior to the execution of the Service Agreement.
25. Rockland Green reserves the right to enter into agreements for only portions (or not to enter into agreements for any) of the services solicited in this RFP with one or more of the Proposers based upon Rockland Green's judgment of the best single Proposal or combination of Proposals to address Rockland Green's objectives.
26. All activities related to this RFP and the performance under the Service Agreement shall be subject to Applicable Law.
27. Neither Rockland Green, its staff, its representatives, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review, or evaluation of responses to this RFP.
28. Rockland Green reserves the right to eliminate any Proposer that has a record of material non-compliance with any Applicable Law,
29. Rockland Green reserves the right to waive any mandatory pre-proposal conference, Site visit or meeting on a case-by-case basis.
30. Rockland Green reserves the right to award one single contract for all services described herein or multiple contracts for such services.
31. Notwithstanding any other provision set forth herein, no contract, agreement, bid or proposal awarded by Rockland Green shall be binding and valid until fully executed by the parties.

b. Confidential/Trade Secret Information

Rockland Green is subject to New York State's Freedom of Information law (NY CLS Pub O §§ 84-90) ("FOIL"). Should your submission to this RFP contain "trade secrets," or other

information that the disclosure of which could reasonably be expected to be harmful to business interests, you must ensure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph and the following notice should be inserted in the front of the Proposal:

**NOTICE**

**The data on pages \_\_ of this proposal identified by an asterisk (\*) contain technical or financial information, which are trade secrets and/or whose disclosure would cause substantial injury to the Proposer's competitive position. The Proposer requests that such data be used only for the evaluation of the proposal, but understands that the disclosure will be limited to the extent that Rockland Green considers proper under the law. If an agreement is entered into with this Proposer, Rockland Green shall have the right to use or disclose the data as provided in the Service Agreement, unless otherwise obligated by law.**

Rockland Green does not assume any responsibility for disclosure or use of marked data for any purpose. Marked information will be treated as Confidential Third Party Information. Should marked information be the subject of a request under FOIL, you may be requested either to consent to the request, or make representation explaining why the information should not be disclosed.

By submitting a Proposal, any Proposer not selected relinquishes any claim or right to be compensated for or to object to the use of ideas, approaches, concepts, designs or other elements of its Proposal which may be included in the Service Agreement executed with the Operator.

Unpublished information pertaining to Rockland Green obtained by the Proposer as a result of participation in this RFP is Confidential Information and must not be disclosed without written authorization from Rockland Green.

Also, the term "Confidential Information" as used herein includes all material and information, whether written or oral, received by Proposers from or through Rockland Green or any other person connected with Rockland Green, or developed, produced, or obtained by Proposers in connection with this RFP. Confidential Information shall include, but not be limited to, samples, substances and other materials, conversations, correspondence, records, notes, reports, plans, drawings, specifications and other documents in draft or final form, including any documentation or data relating to the results of any investigation, testing, sampling in laboratory or other analysis, and all conclusions, interpretations, recommendations and/or comments relating thereto. For purposes of this section, the term "Proposer" includes all officers, directors, employees, agents, subcontractors, successors, assignees or representatives of Proposer.

Proposers shall keep all Confidential Information in a secure location within Proposer's offices. Rockland Green shall have the right, with advance notice during reasonable business hours, to enter Proposer's offices to ensure that Confidential Information is maintained in a secure location. No inspection or failure to inspect by Rockland Green shall relieve Proposers of the responsibility for the performance of its obligations hereunder.

Proposers shall hold Confidential Information in trust and confidence, shall not disclose Confidential Information or any portion thereof to anyone other than Rockland Green without the prior written consent of Rockland Green and shall not use Confidential Information or any portion thereof for any purpose whatsoever except in connection with the submission of a Proposal and the performance of the Contract Services under the Service Agreement.

All Confidential Information, including all copies thereof, is the exclusive property of Rockland Green. Proposers shall deliver Confidential Information and all copies thereof to Rockland Green upon request. To the extent that copies of Confidential Information are authorized by Rockland Green to be retained by Proposers, they shall be retained in a secure location in Proposer's office for a period of six (6) years after completion of the RFP, and thereafter disposed of at Rockland Green's direction.

c. Expense of Proposal Preparation

Each Proposal and preparation of all information required pursuant to this RFP shall be prepared at the sole cost and expense (including engineering and legal costs) of the Proposer. In addition, the Proposer shall be solely responsible for all costs (including engineering and legal costs) incurred in connection with the evaluation and selection process undertaken in connection with this procurement and any negotiations entered into in connection with developing a Service Agreement. There shall be no claims whatsoever against Rockland Green, its staff, or its consultants or agents for reimbursement of the costs or expenses (including engineering and legal costs) incurred during the preparation of the Proposal or other information required by this RFP or the procurement process or in connection with the selection process or contract negotiations. Each Proposer that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from Rockland Green for the costs and expenses associated with the process.

d. Acceptance of Proposals

This RFP should not be construed as a contract to purchase goods or services. Rockland Green is not bound to accept the lowest price or any proposal of those submitted.

e. Modifications to Proposals

Before opening the Proposals, a Proposer may correct or modify the Proposal by written notice received by Rockland Green prior to the time and date specified in the schedule above. After opening of the Proposals, Rockland Green may waive minor informalities or allow the Proposer to correct such informalities. If a mistake is clearly evident on the face of the Proposal, Rockland Green shall correct the mistake and so notify the Proposer in writing, and the Proposer may not withdraw the Proposal. A Proposer may withdraw a Proposal if a mistake is clearly evident on the face of the Proposal but the intended correction is not similarly evident.

f. Termination of Negotiations

Rockland Green in its sole discretion may, at any time, exclude a Proposer from further participation in the negotiation process if it determines that such Proposer is failing to progress in the negotiations or if the terms of its Proposal provide less value than those of the other Proposers. Rockland Green will give written notice of its decision to the Proposer which shall be sent in writing signed by an authorized representative of Rockland Green, and delivered to the Proposer by certified mail.

g. Withdrawal from Procurement Process

A Proposer may withdraw a Proposal prior to the date and time set for the submission of Proposals provided that a written request to withdraw the Proposal is hand delivered to the Executive Director of Rockland Green, by or on behalf of an authorized representative of the Proposer, or the request is delivered by certified mail.

h. No Rockland Green Liability

Neither Rockland Green, its staff, its representatives, nor any of its consultants will be liable for any claims or damages resulting from the solicitation, collection, review or evaluation of responses to this RFP. Rockland Green assumes no responsibility for the completeness or the accuracy of any information presented in this RFP, or other information distributed or made available during this procurement process. Without limiting the generality of the foregoing, Rockland Green will not be bound by or be responsible for any explanation or interpretation of the proposed documents other than those prepared in writing. In no event may a Proposer to this RFP rely on any oral statement made by Rockland Green or any of Rockland Green's agents, employees, advisors or consultants.

i. Continuing Obligation of Proposers

Any Proposer(s) selected to negotiate with Rockland Green have a continuing obligation during such negotiation period to provide Rockland Green with any information requested in this RFP which requires updating due to circumstances that have changed or occurred since the submission of its Proposal. Such obligation shall remain in place until Rockland Green has awarded the Service Agreement.

j. No Discrimination and Affirmative Action Plan

The Operator shall not discriminate or permit discrimination by any of its officers, employees, agents and representatives against any person because of age, race, color, religion, national origin, sex, sexual orientation or physical or mental disability, or any other protected category. The Operator must take all actions reasonably necessary to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, national origin, sex, sexual orientation or physical or mental disability or any other protected category. Such action shall include, without limitation, recruitment and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator shall impose the non-discrimination provisions of this section by contract on all Subcontractors hired with Rockland Green's consent to perform work related to performance of its obligations under the Service Agreement and shall take all reasonable actions necessary to enforce such provisions. The Operator will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Operator shall comply with Rockland Green's Affirmative Action Program and demonstrate compliance with Rockland Green's Affirmative Action Program by submitting Business Proposal Form 12.

Proposers must have in place sexual harassment policies that are compliant with the New York Human Rights Law ("NYHRL") and shall provide annual training to all of their employees in accordance with the NYHRL.

## **VI. PROCUREMENT PROTOCOL**

By submitting a Proposal in response to this RFP, the Proposer is acknowledging that the requirements, scope of work, and the evaluation process, outlined in this RFP are fair, equitable, not unduly restrictive, understood and agreed to. The submission of a Proposal in response to this RFP shall be considered a representation that the Proposer has carefully inspected all conditions which affect or may, at some future date, affect the performance covered by the Proposal, and that the Proposer is fully informed concerning Rockland Green's operations and the conditions to be encountered, and the character, quality, and quantity of Contract Services to be performed. In addition, a submission shall indicate that the Proposer is familiar with all federal, state, and local laws which in any way affect the performance of the Contract Services.

Proposals must be received by the Proposal Submission Date set forth in the Procurement Schedule provided below. Proposals received after the Proposal Submission Date will be late and ineligible for consideration.

a. Procurement Schedule

Activity	Date
Issue RFP	October 15, 2021
Mandatory Site Visit & Pre-Proposal Meeting	October 29, 2021
Last date for receipt of questions and comments concerning RFP	November 19, 2021
Deadline for response to questions and comments concerning RFP	November 30, 2021
Proposal Submission Date	December 22, 2021 @ 2:00 p.m.
Proposal Evaluation and Negotiation Period	December 23, 2021 – March 17, 2022
Award Service Agreement	March 24, 2022

b. Mandatory Pre-Proposal Meeting and Site Visit

A pre-proposal meeting and Site visit is scheduled for October 29, 2021 at 10:00 a.m. at the MRF located at 420 Torne Valley Road, Hillburn, New York.

Attendance at the pre-proposal meeting and Site visit is mandatory for all entities wishing to propose on the RFP. If a qualified representative of the Proposer is unable to attend the mandatory pre-proposal meeting and Site visit, it may submit to Rockland Green for its consideration documentation supporting the reason for missing the pre-proposal meeting and Site visit.

For planning purposes, each potential Proposer must notify Rockland Green's Confidential Assistant to the Executive Director, Ryan Montal (rmontal@rocklandgreen.com, 845-753-2200 (Ext. 626)), in writing a week prior to the pre-proposal meeting and mandatory Site visit to indicate the total number of individuals representing such potential Proposer that will be in attendance at the pre-proposal meeting and Site visit. Any individuals representing the Proposer at the pre-proposal meeting and Site visit must be employees or principals of the Proposer. (A Proposer may not use a surrogate as its representative at the pre-proposal meeting and Site visit). **The pre-proposal meeting and Site visit is mandatory and failure to attend the meeting and Site visit on October 29, 2021, may preclude a Proposer from proposing on the Contract Services.** All individuals attending the Site visit are required to bring their own personal protective equipment (PPE) to the Site and utilize such equipment during the Site tour, and comply with all COVID-19

protocols requested by Rockland Green, including the use of masks while at the Facility or on the Site.

Proposers must familiarize themselves with all field conditions at the Facility and the Site. Failure of the Proposers to familiarize themselves with all conditions existing at the Site will not relieve them of their obligation to furnish all materials, labor and overtime necessary to carry out the provisions of the Service Agreement and to perform the Contract Services if they are selected.

c. Questions Concerning this RFP

Following issuance of this RFP, the Proposers may submit written questions to Rockland Green to assist the Proposers in the preparation of their Proposals. Rockland Green may, but shall not be obligated to, respond to such questions. All responses to any questions and requests for additional information which Rockland Green determines to be deserving of response will be issued to all potential Proposers of record in the form of addenda to this RFP. The last day for submission of written questions will be on the date set forth in the schedule above. Any questions submitted after the deadline for questions may be answered by Rockland Green at its discretion.

No oral interpretation, instruction, or information concerning this RFP given by any agent, employee, advisor, or consultant of Rockland Green shall be binding on Rockland Green. Proposers relying on such oral information risk having their response to this RFP deemed unresponsive by Rockland Green. Rockland Green will not be responsible for any explanation or interpretation of this RFP, unless such explanation or interpretation of this RFP is given in accordance with this written procedure.

Should a Proposer find discrepancies in, or omissions from, this RFP, the Proposer shall immediately notify Rockland Green, in writing, and a written addendum, if necessary, will be mailed or delivered to each Proposer.

All inquiries, correspondence, questions or clarifications shall be directed to:

Mr. Ryan Montal  
Confidential Assistant to the Executive Director  
Rockland County Solid Waste Management Authority d/b/a Rockland Green  
172 Main Street  
Nanuet, NY 10954  
Email: [rmontal@rocklandgreen.com](mailto:rmontal@rocklandgreen.com)

With a copy to:

Mr. Gerard M. Damiani, Jr.  
Executive Director  
Rockland County Solid Waste Management Authority d/b/a Rockland Green  
172 Main Street



Rockland Green  
Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in  
Hillburn, NY  
RFP 2021-17

---

Nanuet, NY 10954  
Email: [gdamiani@rocklandgreen.com](mailto:gdamiani@rocklandgreen.com)

And a copy to:

Nathiel Egosi, P.E.  
RRT Engineering LLC  
1 Huntington Quadrangle, 3S01  
Melville, NY 11747  
Email: [NEgosi@rrtenviro.com](mailto:NEgosi@rrtenviro.com)

And a copy to:

Josh J. Meyer, Esq.  
West Group Law PLLC  
81 Main Street, Suite 501  
White Plains, NY 10601  
Email: [JMeyer@westgrouplaw.com](mailto:JMeyer@westgrouplaw.com)

Except as set forth in this section with regard to procedures for inquiries, correspondence, questions or clarifications, in order to ensure fairness during the procurement process as of the date this RFP is released to the public and throughout the procurement process and negotiations of a Contract, Proposers or their employees, representatives or agents shall not contact any Rockland Green Board member, any Rockland Green employee (other than Ryan Montal or such other individual as instructed by Rockland Green), or any of Rockland Green's technical or legal consultants.

If a Proposer or its employee, representative or agent contacts a Rockland Green Board member, any Rockland Green employee (other than Ryan Montal or such other individual as instructed by Rockland Green), or any of Rockland Green's technical or legal consultant in relation to this RFP, such Proposer risks either (i) being disqualified to submit a Proposal in response to this RFP or (ii) having its Proposal rejected by Rockland Green.

d. Addenda or Amendments to this RFP

During the period provided for preparation of Proposals, Rockland Green may issue addenda to this RFP. These addenda will be numbered consecutively and will be distributed to all who are registered with Rockland Green as having received a copy of this RFP. These addenda will be issued by, or on behalf of, Rockland Green and will constitute a part of this RFP. Each Proposer is required to acknowledge receipt of all addenda at the time of submission of its Proposal by submitting an executed Addendum Acknowledgment Form included as Business Proposal

Form 2. All responses to this RFP shall be prepared with full consideration of the addenda issued prior to the Proposal Submission Date.

e. Site Access and Investigation

Rockland Green recognizes that Proposers may need additional access to the Site during the Proposal preparation period. Proposers who have attended the pre-proposal meeting and Site visit may schedule an individual visit to the Site by contacting Rockland Green. All Proposers that visit the Site shall comply with the Site Visit Protocol (including all COVID-19 protocols and precautions) set forth in Appendix F. No such individual Site visit shall be scheduled prior to the date of the pre-proposal meeting and Site visit.

Proposers are solely responsible for conducting their own independent research and due diligence for their preparation of the Proposals and subsequent delivery of services under the Service Agreement. Proposers should satisfy themselves by personal investigation and any other means they deem necessary, as to the conditions affecting the proposed services and the cost thereof. No information derived from any part of this RFP, or from Rockland Green or its agents, employees, advisors or consultants, shall relieve the Operator from any risk or from fulfilling all terms and conditions of the Service Agreement. Rockland Green is not responsible for the completeness or accuracy of any information presented in this RFP or otherwise distributed as made available during this procurement process. Proposers are, therefore, strongly encouraged to make all inspections and review all available and relevant information, prior to the submittal of the Proposal, which are necessary in their judgment in order to undertake this responsibility.

f. Clarification Requests

Rockland Green may, at its sole discretion, conduct discussions with Proposers to clarify any information submitted in the Proposal or assure that the Proposers fully understood and responded to the requirements of the RFP.

Once Proposals have been reviewed, Rockland Green may request a Proposer submit additional information or clarify certain aspects of its Proposal. Such requests from Rockland Green will be made via written request for clarifications. Timely responses to such requests will be required before Rockland Green can continue to evaluate the Proposal.

g. Proposer Interviews

After the Proposal Submission Date, Rockland Green may require Proposers to make oral presentations or to attend interviews with representatives of Rockland Green.

## **VII. SUBMISSION REQUIREMENTS**

a. This section contains instructions regarding the required format and organization of the Proposals. Late Proposals will be considered non-responsive and shall be returned to the Proposer

unopened. No Proposal will be accepted unless filed on or before the Proposal Submission Date, time and at the place designated herein. Proposals received prior to the time of opening will be securely kept unopened.

b. Proposals shall be submitted with the Proposal Forms set forth in this RFP. All blank spaces for Proposal prices shall be properly filled in, in ink, or typed, in both words and figures. In the case that any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding on the Proposer. All Proposal Forms included in this RFP must be completed and submitted with the Proposal in order to be considered a responsive Proposal.

c. The Proposal documents shall be typed or printed (1-1/2 spacing) on 8-1/2 inch by 11 inch paper, except for figures or drawings which may be prepared at a larger size in order to be legible.

d. Proposals shall be enclosed in a sealed opaque envelope plainly marked on the outside with the statement "RFP-2021-17 Proposal Enclosed," with the Proposer's name and title of the RFP. When sent by mail, the sealed Proposal, marked as above, shall be enclosed in an additional envelope.

e. One (1) original with original signatures and three (3) copies of the Proposal shall be submitted. One electronic copy of the Proposal in searchable PDF format on a USB flash drive shall also be submitted. One copy must be clearly marked "original" and must contain all original executed documents.

f. Proposals shall be delivered to:

Rockland County Solid Waste Management Authority d/b/a Rockland Green  
172 Main Street  
Nanuet, NY 10954  
ATTN: Ryan Montal, Confidential Assistant to the Executive Director

## **VIII. PROPOSAL CONTENT**

This section contains instructions regarding the required content and organization of the Proposals. All Proposers must provide all required information in the order set forth below. All Proposals must include the following in order to permit a fair and equitable evaluation by Rockland Green of each Proposal:

Section I: Cover Letter and Executive Summary

Section II: Proposal

A. Scope of Services

B. Qualifications and Experience

### C. Proposal Security

Section III: Value Added Considerations

Section IV: Proposal Forms

Section V: Price Proposal

### **Section I: Cover Letter and Executive Summary**

The cover letter is the Proposer's official letter transmitting the complete Proposal to Rockland Green. The cover letter will designate the individuals who will be the key technical and business negotiators. This letter is to be typed on the Proposer's letterhead and is to be signed by an officer of the Proposer who is empowered to sign such material and to commit the Proposer to the obligations contained in the Proposal.

The executive summary must be presented as a separate document summarizing in clear and concise language, the information contained in all other parts of the Proposal (except for pricing information) and shall include an introduction and overview section and a conclusion. The executive summary shall also summarize the information contained in the Proposal Forms. This shall include, the form of business organization, ownership description; proposed role in the transaction; any information as to criminal indictments or convictions, regulatory violations, bankruptcies, lawsuits and contract disputes resulting in either mediation or arbitration.

The executive summary should be drafted so that it may be easily understood by persons not having a technical background. In addition, the executive summary shall be limited to five (5) pages, including tables and graphs. Rockland Green may distribute the executive summary to public officials, representatives of public interest groups, and other major project participants; therefore, the Proposer should not include any data in the executive summary that the Proposer judges to be confidential. The executive summary should not contain any price, cost, or economic data. Rockland Green assumes no liability for disclosure or use of any data presented in the executive summary.

Proposers shall include in the executive summary details on how the Contract Services shall be performed and how the goals of Rockland Green as set forth in this RFP will be achieved.

### **Section II: Proposal**

#### ***Scope of Services***

Proposals must include a complete narrative of the Proposer's assessment of the work to be performed, the Proposer's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Proposer's understanding of the desired overall expectations and requirements for the Contract Services. Proposers must clearly indicate the key issues, constraints, challenges and any options or alternatives proposed.

Proposers must address all aspects of the Operator's scope of services described in this RFP, organized in the format specified in this Section of the RFP. Proposers must acknowledge an understanding of and ability to comply with, at a minimum, the Contract Services set forth in Appendix E. Please note that the Proposal must include the following acknowledgements, commitments, and information requested.

The Operator must acknowledge an understanding of and a commitment to meeting all of the responsibilities and obligations stated in the RFP. In responding to each of the items in A through C below, provide clear descriptions of the Operator's Plans.

(A) Operations and Maintenance Plan.

1. The Proposer must submit an O&M Plan in accordance with the information provided for herein as well as the Service Agreement. The O&M Plan submitted with the Proposal is a preliminary plan for evaluation purposes to judge the Proposer's understanding of the requirements of the RFP. A draft of the final O&M Plan shall be prepared and submitted by the Selected Proposer sixty (60) days following the Contract Date which shall be reviewed by Rockland Green or its consultants and finalized prior to the Commencement Date. The O&M plan to be submitted by the Proposer shall include:

- a. Descriptions of how the Proposer intends to carry out each of the obligations under the RFP, including during the Interim Operations Period, as further described in Section 1(i)(iii) herein.
- b. A Staffing Plan, including the minimum number of full-time staff to work at the Facility, resumes of Proposer's management, Recovered Materials marketing, operations, and maintenance and repair personnel, including a Facility staffing chart with a title for each position pursuant to Technical Proposal Form 1.
- c. Recruiting and training programs for all categories of workers.
- d. A Safety Plan.
- e. An Environmental Protection Plan.
- f. An Education Plan.
- g. A Contingency Plan.
- h. A listing of each item in the above sections to which the Operator takes exception and a discussion of the Operator's proposed approach.

2. In addition, Proposals must contain:

- a. A description of how the operation and maintenance of the Facility and Site will be performed.
- b. A list of Operator supplied Equipment and Rolling Stock to be used in the performance of the Contract Services pursuant to Technical Proposal Form 2.
- c. A confirmation that the Performance Guarantees specified in Appendix P of this RFP will be met.
- d. A sample monthly schedule, including the projected quantity of Acceptable Materials accepted for Processing and/or quantities of Recovered Materials shipped.

(B) Marketing Plan.

The Operator is required to submit a Marketing Plan consistent with the requirements of this RFP, which will meet all marketing obligations detailed in this RFP and include:

1. Acknowledge and commit to meeting all marketing obligations detailed in this RFP.
2. Descriptions of how the Operator will carry out each obligation set forth in the RFP and the Technical Specifications including the approach to manage transactions and funds.
3. Recovered Material prices and market information which include an estimate of projected Recovered Material quantity and projected revenues from Recovered Material sales.

(C) Environmental Protection Plan.

a. Proposers will also include in their Proposals a description of operations and maintenance measures, which will be taken specifically to comply with the Environmental Obligations set forth in Section II(n) of the RFP and the Service Agreement and will reduce and contain dust and odors generated from the Facility.

***Qualifications and Experience***

***General Qualifications and Experience*** - To enable Rockland Green to evaluate a Proposer's ability and resources to perform the Contract Services, the Proposer must submit with its Proposal the following information:

1. A description of the Proposer's team, including a description of Proposer's organization, its history, its ownership and its organizational structure, description of Proposer's divisions by functional area, and the location of Proposer's offices in the Northeast region.
2. Descriptions of at least three (3) contracted operations on which the Proposer worked within the past five (5) years, involving materials recovery facility operation, maintenance, and marketing services of a similar nature to those in this RFP. The goal of this section is for Proposers to provide information relating to their experience, the basis of which said Proposer purports to be qualified to perform the Contract Services. The project description must contain the following information:
  - a. Project name;
  - b. Project owner;
  - c. Project location;
  - d. Project description; and
  - e. Project dates.
3. Proposer shall provide no less than three (3) nor more than five (5) references for five (5) contracted operations where the Proposer, or a key employee of the Proposer, has provided materials recovery facility operation, maintenance, and marketing services of a similar nature to those in this RFP. Project references shall be for work performed in the last five (5) years. Complete Business Proposal Form 5 with regard to references.
4. Describe, in detail, experience in marketing Recovered Materials, including quantities and types of materials, preferred contractual structure (with markets, include sample agreement), and names and locations of markets with which the Operator is currently under contract.
5. Experience in operating dual-stream facilities.
6. Experience in the operations and maintenance of one or more complete MRF equipment systems manufactured and supplied by the Equipment Contractor. Indicated the year the system was installed.
7. The Proposer shall list the Equipment and Rolling Stock the Operator owns and list the Equipment and Rolling Stock the Operator would purchase or lease, if any, in order to carry out the requirements of the Service Agreement.
8. The Proposer shall provide information sufficient to demonstrate experience with governmentally-owned facilities.

9. The Proposer shall provide audited financial statements, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles, and all relevant notes, for a) the Proposer, b) the Guarantor, and c) any significant Subcontractors, in a form which clearly indicates assets, liabilities and net worth over the most recent three (3) year period or as many years as the firm has been in business if less than three (3) years. Proposers who do not demonstrate financial solvency or who are in bankruptcy proceedings will not be considered. This information also allows Rockland Green to assess a Proposers' ability to secure adequate financing, if necessary for the Contract Services.
10. The Proposer shall state its commitment to compliance with Applicable Law, including but not limited to employment and labor laws, as well as environmental laws.
11. The Proposer shall provide evidence of its authorization to do business in the State.
12. The Proposer shall provide relevant, related experience for each key team member's general trade industry credentials, educational programs completed, institutional credentials and certifications, and training for key personnel. Include resumes for all key team members.
13. The Proposer shall identify any service representatives who will be used for service and maintenance after the Commencement Date. Include resumes and references for the representatives, as well as the location/typical response time of the representatives.

***Regulatory Experience and Compliance*** - To enable Rockland Green to evaluate a Proposer's regulatory experience and compliance, the Proposal shall describe the Proposer's and each key team member's experience and effectiveness in dealing with governmental agencies regulating MRF operations. This description should highlight experience working with environmental regulatory agencies, such as the New York State Department of Environmental Conservation. The Proposal shall describe the Proposer's record of compliance with permits, licenses, approvals, and other regulatory actions. The Proposal shall identify any major incidents of non-compliance, a description of corrective action taken for such incidents, the present status of compliance, and whether regulatory agency sanctions were imposed. The Proposer shall disclose any current or past litigation, including litigation matters that are pending or complete, regarding the Proposer's services or that relates to its provision of the Contract Services.

***Record of Contract Performance*** - To enable Rockland Green to evaluate a Proposer's record of contract performance, the Proposer shall identify any cases where the Proposer (i) failed to complete any work which it was contracted to perform, or (ii) had a contract terminated by a government agency due to the quality of its work. If this has occurred, indicate when, where, and the reasons for such termination. If the Proposer has paid any liquidated damages, fines or penalties in connection with the performance of any contract or project, the Proposer shall indicate when, where, and under what circumstances such payment was made.



***Labor Relations*** – As noted in this RFP, the Operator will be responsible for handling all labor relations for the Contract Services, including any issues arising during the performance of the Contract Services, in compliance with Applicable Law. As such, the Proposer shall describe its experience with and approach to labor relations. A clear mission statement with examples of human resource and training programs to reduce the potential for turnover and grievances shall be included. The Proposer shall identify the turnover rate and number of grievances per year, as well as the speed and efficacy of resolution of such grievances, for each referenced project.

The Proposer shall describe its compliance history with the New York Department of Labor (as well as other jurisdictions) regarding the payment of prevailing wages. To the extent the Proposer, or any member of the proposer team, has been investigated or cited within the past five (5) years for failure to pay prevailing wages or otherwise comply with Applicable Law pertaining to the payment of wages and benefits, including the Prevailing Wage Law or any similar laws in other jurisdictions, the Proposer must so indicate in its Proposal.

***Safety Record*** - The Proposer shall discuss and describe its overall safety program including any violations cited by governmental safety agencies or Occupational Safety and Health Administration (OSHA), recognized safety awards, and the Proposer's lost-time accident record compared with industry standards, all within the past three (3) years.

### ***Price Proposal***

The Price Proposal will be evaluated on the basis of the fees proposed by the Proposer on the Price Proposal Forms for the Contract Services performed during 1) the Interim Operations Period and 2) the Operations Period. Proposers shall complete the Price Proposal Forms attached hereto. The proposed Price Per Ton Fee for Items 1 through 4 on Price Proposal Form 1 will be evaluated on the annual overall cost to Rockland Green based on the three (3) year average of the Historical Tonnages for each of the commodities set forth in Items 1 through 4. This is for evaluation purposes only and Rockland Green makes no guarantees regarding any tonnage amounts for any commodity throughout the Term.

The Operator shall include all costs to fully execute, deliver and perform all Contract Services identified in the RFP.

### **Section III: Value-Added Considerations.**

Proposer may include a narrative regarding any services or products relating to the services that will be provided to Rockland Green which have not been specifically requested by Rockland Green but which enhance the Proposer's Proposal. No advertising or promotional literature should be provided in response to this request.

### **Section IV: Proposal Forms**

Each Proposer must fill out all of the Proposal forms completely. Proposers must use “N/A” to specify any items set forth in the Proposal Forms which are not applicable to a Proposer. To provide additional information, the Proposer should use separate sheets of paper following the Proposal Form format.

## IX. EVALUATION

This section describes Rockland Green’s evaluation process and criteria.

All Proposals will be evaluated by the procedures and criteria described in this section for the ultimate purpose of determining to whom Rockland Green will award the Service Agreement.

Rockland Green’s evaluation team, as described in section (b) below, will initially determine if the Proposals are complete and meet the submission requirements of this RFP. All Proposal Forms must be fully and properly completed and all requested information must be provided.

The evaluation team will then evaluate each of the complete Proposals to determine if the Minimum Qualification Criteria set forth in section (c) below are met. Only those Proposers whose Proposals meet the Minimum Qualification Criteria will be considered responsible Proposers and be further evaluated.

If the Proposal meets the Minimum Qualification Criteria, then the evaluation team will evaluate the Proposals using the Comparative Evaluation Criteria set forth in section (d) below in order to make a determination of which Proposal is most advantageous to Rockland Green. Each section of the business, technical and price Proposal will be evaluated in terms of the reasonableness of the claims and/or commitments made, the completeness of the data provided, the reliability of the approach taken and conformance with the requirements and instructions provided in this RFP. A Proposer’s willingness or failure to adequately respond to all of the technical and pricing requirements in this RFP, to accurately complete the Business, Price, and Technical Proposal Forms, to disclose violations of environmental or other applicable laws, codes or regulations, or to provide other business related information required in the RFP shall be grounds to deem a Proposal as non-responsive.

The selection of a Proposer will not be determined solely on the basis of lowest net cost, although cost will be a factor in the evaluation process.

### a. Evaluation Team

The Proposal evaluation and selection process described in this section of the RFP will be conducted by an evaluation team led by Rockland Green. The evaluation team will be composed of personnel from Rockland Green and assisted by its consultants. The evaluation team will review

and evaluate Proposals and select one (1) or more Proposers with whom Rockland Green will conduct contract negotiations.

b. Minimum Qualification Criteria

The Minimum Qualification Criteria that each Proposer is required to meet are set forth below. Each Proposer or Proposal, as applicable, must satisfy the following Minimum Qualification Criteria:

1. The Proposer must be registered or authorized to do business in the State of New York and fully qualified under the Business Corporation Law, Article 13, Section 1304.
2. The Proposer must have successfully operated no less than three (3) materials recovery facilities similar in size and function.
3. The Proposer must have at least five (5) years of successful experience in the operation of a materials recovery facility of similar size and function.
4. The Proposer must be able to provide references for no less than three (3) nor more than five (5) projects where the Proposer was the operator of a materials recovery facility of similar size and function.
5. Proposers must have demonstrated experience with governmentally-owned facilities.
6. The Proposer shall provide a proposal bond in the amount required herein.
7. The Proposer shall provide a letter from a bank evidencing its ability to obtain a letter of credit in the amount required herein. (See Business Proposal Form 15.)
8. The Proposer must have demonstrated, in the form of a letter from an insurance company, its ability to satisfy the Required Insurance (See Business Proposal Form 10).
9. The Proposer must be financially solvent and must not be in bankruptcy.
10. The Proposer and all Participating Firms must have a demonstrated track record of compliance with Applicable Law. The Proposer may be disqualified if credible evidence indicates a lack of commitment to compliance with law, including environmental laws and permit requirements or business integrity. The types of occurrences that will result in disqualification include, but are not limited to:
  - Filing of misleading or false declarations or failing to disclose material information in connection with any governmental filing, including a response to this RFP;
  - Bribery, corrupt business practices, paying consideration for the purpose of improperly influencing a public procurement process;

- Conduct that would constitute discrimination under the laws of the State of New York and the United States; and
- The debarment of the Proposer (including any member of the Proposer team) and their officers, principals, stockholders, affiliates and subsidiaries by the State of New York, thereby prohibiting them from entering into contracts with Rockland Green, or the debarment of the Proposer (including any member of the Proposer team) and their officers, principals, stockholders, affiliates and subsidiaries by any state in the United States or its political subdivisions from entry into contracts with such government entity. Further, the Proposer must state that it will not use any contractors or Subcontractors who are so debarred, without the expressed written approval of Rockland Green.

Any Proposer who fails to prepare a Disclosure Affidavit (Business Proposal Form 4) shall not be considered by Rockland Green. Any person who willfully fails to disclose the required information or who knowingly discloses false information will not be considered and can be punished by civil or criminal penalties, or both, and will not be awarded the Service Agreement.

c. Comparative Evaluation Criteria

Proposals meeting the Minimum Qualification Criteria will then be further evaluated by the evaluation team in order to make a determination of which Proposal is most advantageous to Rockland Green, with the overall net cost of the Proposal being a major criterion in the selection, but not the only determining factor. The criteria set forth below are not necessarily listed in the order of importance and are not necessarily of equal weight. Proposers must provide all information, documents or data necessary to address each of the Comparative Evaluation Criteria. The evaluation of the Proposer's technical (i.e., operating) portion of its Proposal will focus on the proposed approach to the Contract Services, as well as the experience, capability, qualifications and resources of the Proposer.

Rockland Green will evaluate proposals by applying the following criteria:

1. *Qualifications and Relevant Experience* – The Proposer must have the requisite capabilities, licensing and certification, and experience to perform the Contract Services. Proposers must have qualifications and previous experience with similar materials recovery facilities and in performing services similar to the Contract Services required under this RFP. Rockland Green will evaluate the experience of key personnel on the Proposer's team. Rockland Green will also evaluate the adequacy of staffing and the training/experience of key management and technical personnel based on its review of the resumes submitted by the Proposer. Rockland Green will also evaluate any Value-Added Considerations provided by the Proposer.

- a. Rockland Green will consider the number of projects of similar size, purpose and use performed by the Proposer.
  - b. Rockland Green will consider the experience of key team members satisfactorily performing services on similar projects based upon number, size and scope of projects.
  - c. Rockland Green will consider the Equipment and Rolling Stock the Operator owns or would purchase or lease in order to carry out the requirements of the Service Agreement.
2. *Technical Proposal* – The evaluation team will conduct a technical evaluation of responsive proposals based on the following criteria. It is incumbent upon the Proposer to completely address each of these factors.

(A) Operation and Maintenance of the Facility.

1. Submittal of an O&M Plan sufficient to demonstrate the Proposer's ability to carry out the operations and maintenance requirements of this RFP.
2. The Proposer's willingness, ability, and commitment to maximize the quantities of Acceptable Materials, which are to be Processed at the Facility.
3. A history of successful operation and maintenance of similar facilities.
4. The ability to manage all phases of operations, so as to produce high quality Recovered Materials while maintaining a clean and orderly Facility and avoiding the generation of any nuisance, dust or blowing debris.

(B) Ability to Market Recovered Materials.

1. Success in marketing Recovered Materials (e.g., fiber, plastics, metals, and cartons, etc.).
2. The technical and commercial soundness in the Marketing Plan for the end use of final products from the Facility.

(C) Marketing Plan for Recovered Materials.

The Proposer's demonstrated successful experience in addressing the following Marketing Plan factors will be an important consideration in the technical evaluation process.

1. Availability of Markets and/or end users over the term of the Service Agreement.
2. Technical and commercial soundness of the Recovered Materials end use plan.
3. Targeted markets and anticipated growth of these markets.
4. Year round Recovered Materials marketing and Recovered Materials storage.

(D) Ability to Comply with Performance Guarantees.

Rockland Green will evaluate the Proposer's experience based on its history of complying with operation and maintenance and performance guarantees for projects with similar design, technology, and requirements by conducting checks with references provided or independent reference checks.

(E) Ability to Comply with Applicable Law, including Environmental Obligations and Regulations.

Rockland Green will evaluate the Proposer's history of complying with Applicable Law and environmental obligations, including its statements regarding permit and regulatory compliance via reference checks and contacts with regulatory agencies as appropriate.

Proposers must also demonstrate knowledge of, and intent to comply, with Federal, State, and local environmental laws, regulations, and standards that are applicable to the operation, maintenance, hauling, and marketing activities associated with the Facility.

3. *Project Organization* – Rockland Green will evaluate the appropriateness, adequacy, and flexibility of the Proposer's organizational structure for performing the Contract Services and will also determine whether the Proposal demonstrates the Proposer's ability to procure necessary equipment and provide the Contract Services.
4. *References* – Rockland Green will evaluate the strength and character from each of the Proposer's project references provided. Such evaluation will consider the Proposer's history of compliance with project requirements and performance metrics, including the quality and consistency of the operational performance. It should be noted, Rockland Green has the right to conduct independent reference checks, and as such, may contact other entities for which the Proposer has provided MRF operation and maintenance services but who have not been listed as references.

- a. Rockland Green will consider:
  - i. Proposer's record for regulatory compliance, including permitting, in prior projects.
  - ii. Proposer's record of contractual compliance on prior projects based upon recorded contract disputes, record of payment of actual or liquidated damages and record of litigation.
  - iii. Proposer's history of contractual compliance and whether the Proposer has paid actual or liquidated damages for failure to comply with contractual provisions.
- 5. *Financial Capacity* – Rockland Green will evaluate the financial strengths of the Operator and their Guarantor(s). The financial capacity assessment will consider the adequacy of the Operator and the Guarantor to assure full and timely performance of the Operator's obligations under the Service Agreement and the overall financial stability of the Operator and the Guarantor.
- 6. *Risk Posture* - Rockland Green will evaluate the Proposer's overall risk posture, including but not limited to the Performance Guarantees or to provisions related to any of the Security Instruments or Required Insurance.
- 7. *Service Agreement* - Rockland Green will evaluate any exceptions the Proposer proposes to take or any proposed modifications to the Service Agreement.
- 8. *Price Proposal* - Rockland Green will evaluate the Proposer's Price Proposal. The evaluation team will consider the Price Proposals and identify any questions or concerns regarding the information presented from any of the Proposers, including for example, any mathematical errors.

The Price Proposal will be evaluated on the basis of fees proposed by the Proposer in the Price Proposal Forms.

d. Requests for Clarification

Rockland Green may, at its sole discretion, conduct discussions with one (1) or more Proposers to clarify any information submitted in the Proposal or assure that the Proposers fully understood and responded to the requirements of the RFP.

Once Proposals have been reviewed, Rockland Green may request that the Proposer submit additional information or clarify certain aspects of the Proposal. Such requests from Rockland Green will be made via written requests for clarification. Timely responses by the Proposer to the requests for clarifications will be required before Rockland Green can continue to evaluation the Proposal.

e. Proposer Interviews

After Proposals have been evaluated according to the process described above, the evaluation team may meet with and interview the Proposer(s) who submitted the most advantageous proposal(s) with respect to the Service Agreement. Following the interviews, Rockland Green may select the Proposal(s) with whom to conduct contract negotiations.

f. Award/Rejection of Proposal

An award will be made to the responsible Proposer whose Proposal is determined to be most advantageous to Rockland Green. As noted above, the overall net cost of the Proposal shall be a criterion in the selection of a Proposal, although price alone will not be determinative of the Proposal that is determined to be in the best interest of Rockland Green, and thus, the most advantageous Proposal. The successful Proposer will be notified by a written notice, signed by a duly authorized representative of Rockland Green. No other act of Rockland Green shall constitute the award of the Proposal.



**ROCKLAND COUNTY  
SOLID WASTE MANAGEMENT AUTHORITY  
d/b/a  
ROCKLAND GREEN  
172 Main Street  
Nanuet, NY 10954**

---

**APPENDICES**

---

**RFP 2021-17**

**OPERATION AND MAINTENANCE  
OF THE  
MATERIALS RECOVERY FACILITY  
HILLBURN, NEW YORK**

**October 15, 2021**

**APPENDICES:**

Appendix A	Defined Terms
Appendix B	MRF Site Plan
Appendix C	Term Sheet
Appendix D	Form of Letter of Credit
Appendix E	Operational Specifications
Appendix F	Site Visit Protocol
Appendix G	Liquidated Damages
Appendix H	Business, Price and Technical Proposal Forms

**Business Proposal Forms**

1. Signature Page
2. Addenda Acknowledgment Form
3. Affidavit of Non Collusion
4. Disclosure Affidavit
5. Past and Present Performance Information Form for a minimum of five (5) references
6. Operator and Guarantor Qualifications
7. Certification of Facility and Site Conditions
8. FOIL Acknowledgement Form
9. Guarantor Acknowledgement
10. Insurance Company Letter of Intent
11. Exceptions to the Service Agreement
12. Affirmative Action Plan
13. Disclosure of Proposer Responsibility Statement
14. Prevailing Wage Law Violations
15. Bank Letter of Intent, Letter of Credit
16. Alternate Materials Recovery Facility
17. Performance Guarantees Confirmation

**Price Proposal Forms**

1. Annual Operations and Maintenance
2. Interim Operations Period
3. Supplemental Information and Information Required to Support Proposal Evaluation

**Technical Proposal Forms**

1. Proposed Staffing Plan
2. Proposed Equipment Plan

Appendix I	Form of Proposal Bond
Appendix J	Required Insurance
Appendix K	Historical Tonnages
Appendix L	Form of Guaranty Agreement
Appendix M	Materials Recovery Facility Service Agreement
Appendix N	Rockland County Prevailing Wage Rates
Appendix O	Facility Registration
Appendix P	Performance Guarantees

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

---

Appendix Q    Flow Control Exempt Businesses

**REFERENCE DOCUMENTS**

- A.     Local Law No. 2 of 2008, County of Rockland, State of New York - Flow Control Law
- B.     Rockland County Sanitary Code Article XVII: Recycling
- C.     Equipment Contractor Warranty Bond

**APPENDIX A**  
**DEFINED TERMS**

## APPENDIX A

### DEFINED TERMS

**“Acceptable Materials”** means Residential Commingled Containers, Residential Fiber Stream, Commercial Fiber Stream, Shredded Paper or any individual item included therein or any Other Recyclable Materials to be delivered to the Facility in accordance with the terms of the Service Agreement.

**“Act”** means the Rockland County Solid Waste Management Authority Act, Title 13-M of Article 8 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended from time to time.

**“Affiliate”** means any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity or under direct or indirect common control with such person, corporation or other entity.

**“Aluminum Containers”** means all aluminum containers received at the Facility as Acceptable Materials and processed to meet the Recovered Materials Specifications as set forth in Appendix 7.

**“Applicable Law”** means any law, rule, regulation, requirement, guideline, action, determination or order of, or Legal Entitlement issued by, any Governmental Body having jurisdiction, applicable from time to time to the siting, design, acquisition, construction, equipping, financing, ownership, possession, shakedown, testing, operation or maintenance of the Facility; to the transfer, handling, hauling, transportation and disposal of Unacceptable Materials, Excess Acceptable Materials, Bypass Acceptable Materials and Recovered Materials and the marketing of Recovered Materials; or to any other transaction or matter contemplated hereby (including any of the foregoing which concern procurement, contracting, health, safety, fire, environmental protection, materials recovery processing, quality and use, labor relations, mitigation monitoring plans, building codes, nondiscrimination and the payment of prevailing wages).

**“Authority”** means the Rockland County Solid Waste Management Authority, a public benefit corporation organized and existing under the Act, and its successors and assigns.

**“Authority Acceptable Materials”** means Acceptable Materials which are delivered to the Facility on behalf of Rockland Green whether generated within or outside the County.

**“Bypass Acceptable Materials”** means Acceptable Materials delivered to or tendered at the Facility or that would have been delivered to the Facility which the Operator does not receive or process at the Facility in accordance with the Performance Guarantees and the delivery schedules and which must be subsequently removed or diverted from the Facility.

**“Capital Modification”** means any material change, alteration, improvement, upgrade or modification of the Facility or any installation of new equipment or systems, including any of the foregoing that results from the installation or replacement of any equipment, machinery, systems or other property at the Facility pursuant to the Operator’s responsibilities.

---

**“Capital Repair or Replacement”** means a repair or replacement on a per occurrence basis of an individual piece of Equipment whose cost is greater than twenty-five thousand dollars (\$25,000).

**“Carton”** means aseptic and gabletop containers.

**“Certificate of Final Completion”** means the document verifying that the DSR Processing System has reached Final Completion pursuant to the Design-Build Agreement.

**“Change in Law”** means any of the following events or conditions which has a material and adverse effect on the performance by the parties of their respective obligations under the Service Agreement (except for payment obligations), or on the operation or maintenance of the Facility and the marketing of Recovered Materials:

(i) the enactment, adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation on or after the Contract Date of any federal, State or local law, regulation, rule, requirement, guideline, ruling or ordinance, unless such law, regulation, rule, requirement, ruling or ordinance was on or prior to the Contract Date proposed and published in the Federal or New York Register or was duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation;

(ii) the order or judgment of any federal, State or local court, administrative agency or Governmental Body, on or after the Contract Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Operator or of Rockland Green, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence;

(iii) the denial of an application for, delay in the review, issuance or renewal of, or suspension, termination, interruption, imposition of a term, condition or requirement which is more stringent or burdensome in connection with the issuance, renewal or failure of issuance or renewal on or after the Contract Date of any Legal Entitlement to the extent that such denial, delay, suspension, termination, interruption or imposition materially and adversely affects the performance of the Service Agreement, if and to the extent that such denial, delay, suspension, termination, interruption or imposition is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the Operator or of Rockland Green, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such denial, delay, suspension, termination, interruption or imposition shall not be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

(iv) with respect to Rockland Green’s obligations, legislation or judicial action which impairs Rockland Green’s ability to engage in economic or contractual flow control.

A “Change in Law” shall not include (1) a change in any Applicable Law pertaining to Taxes, (2) a change in the law of any foreign country, (3) any change in Applicable Law pertaining to prevailing wages with respect to the Contractor’s or its Subcontractors’ costs relating to wages and benefits, or (4) any Change in Law (including the issuance of any Legal Entitlement, the enactment of any statute, or the promulgation of any regulation) the terms and conditions of which do not impose more stringent, costly or burdensome requirements on the Facility or the Operator

than those set forth in the Performance Guarantees or other obligations contained herein. The occurrence of any Change in Law affecting the use of Recovered Materials shall not entitle the Operator to any additional compensation on account of lost Recovered Materials Sales Revenues.

**“Change Order”** means a written document issued by Rockland Green to the Operator after execution of the Service Agreement and pursuant to the express terms of the Service Agreement, authorizing or requiring any additional construction work ordered in writing by Rockland Green, an increase or reduction in the construction price of such item(s) or Capital Modifications or any other change in the Service Agreement.

**“Cleaning Plan and Protocol”** means the cleaning plan and protocol prepared and submitted by the Operator as part of the Operations and Maintenance Plan.

**“Commencement Date”** means the date upon which the Operator will commence providing the Contract Services pursuant to the Service Agreement and the beginning of the Pre-Interim Operations Period.

**“Commercial Fiber Stream”** means old corrugated cardboard (“OCC”).

**“Contract Date”** means the date the Service Agreement has been executed and delivered by the parties.

**“Contract Services”** means everything required to be furnished and done for and relating to the Facility and Site by the Operator pursuant to the terms of the Service Agreement, during the Term of the Service Agreement. Contract Services include the marketing of Recovered Materials, employment and furnishing of all labor, materials, equipment, supplies, tools, storage, transportation, insurance, sales, delivery and other things and types of services necessary for the full performance of the Operator’s operation, maintenance, repair, replacement, management and related obligations under the Service Agreement, and all of the Operator’s administrative, accounting, recordkeeping, reporting, notification and similar responsibilities of every kind whatsoever under the Service Agreement pertaining to such obligations. A reference to “Contract Services” shall mean “any part and all of the Contract Services” unless the context otherwise requires.

**“Contract Standards”** means the terms, conditions, methods, techniques, practices and standards imposed or required by: (1) Applicable Law; (2) the Design Requirements; (3) the Performance Guarantees; (4) Good Engineering and Construction Practice; (5) Good Industry Practice; (6) the Operation and Maintenance Manual; (7) applicable equipment manufacturers’ specifications for recommended inspection and maintenance intervals; (8) applicable Insurance Requirements; and (9) any other standard, term, condition or requirement specifically provided in the Service Agreement to be observed by the Operator. Subsection 1.2(Q) shall govern issues of interpretation related to the applicability and stringency of the Contract Standards.

**“County”** means the County of Rockland, New York.

**“Crushed Glass”** means 1/8 inch or 3/8 inch sized glass that has been crushed and screened at the Facility.

**“DEC” or “NYSDEC”** means the Department of Environmental Conservation of the State of New York.

---

**“Design-Build Agreement”** means the agreement between Rockland Green and the Equipment Contractor for the design, construction and commissioning of the DSR Processing System.

**“Designated Disposal Site”** means the Transfer Station.

**“Designated Hauler”** means any person authorized by Rockland Green to deliver Acceptable Materials to the Facility and whose name appears on the list of Designated Haulers or who is otherwise approved by Rockland Green to deliver Acceptable Materials to the Facility, and whose authorization is made evident to the Operator by a pass, vehicle sticker or other method established by Rockland Green to identify authorized hauling vehicles.

**“Discarded Recoverable Materials”** means the following types of Acceptable Materials present in the Residue from the DSR Processing System: PET and HDPE plastic containers, aluminum foil, and ferrous cans.

**“Dry Commercial Waste”** means paper mixed with various plastics from office, warehousing and manufacturing and institutional activities, consisting of the following: film plastics; plastic containers (off-spec packaging); trash corrugated containers; white and colored office paper; boxboard and chipboard; newspaper; and catalogs and magazines.

**“Dual Stream Recyclables Processing System” or “DSR Processing System”** means that system to be designed and built by the Equipment Contractor pursuant to the Design-Build Agreement.

**“Education Plan”** means the education plan to be prepared and submitted by the Operator as part of the Operations and Maintenance Plan and which outlines and describes the Operator’s procedures and protocols for the continued education and outreach for residents as well as haulers within Rockland County in order to (i) reduce the inclusion of Acceptable Materials in solid waste delivered to Rockland Green’s Transfer Station, (ii) improve the delivery of Acceptable Materials to the Facility, and (iii) decrease the delivery of Unacceptable Materials to the Facility.

**“Engineer”** means the engineering firm and individuals employed by Rockland Green licensed in the State of New York having similar experience with respect to the Work. For this project, the Engineer is RRT Engineering, LLC.

**“EPA”** means the United States Environmental Protection Agency.

**“Equipment”** means machinery (fixed and moveable), apparatus, articles and materials which are either part of the Facility as of the Commencement Date or that are installed, replaced or modified during the Term of the Service Agreement. Equipment does not include Rolling Stock.

**“Equipment Contractor”** means the company Rockland Green has entered into an agreement with to design, install, start-up, train, and test the DSR Processing System at the MRF.

**“Equipment Performance Test”** means tests conducted by the Equipment Contractor that demonstrates to the full satisfaction of Rockland Green that the DSR Processing System is fully functioning in complete accordance with the minimum requirements of the Design-Build Agreement.

**“Existing Equipment”** means machinery, apparatus, articles, materials, spare parts, and functional apparatus of any kind, owned by Rockland Green which will be provided by Rockland Green for use at the Facility.



---

**“Facility”** means the materials recovery facility, as improved by all of the upgrades and enhancements described herein, and owned by Rockland Green located in Hillburn, New York.

**“Final Completion”** means the date of completion of the contract services of the Design-Build Agreement such that Rockland Green has inspected, tested and approved the DSR Processing System, determined that it is fully operational and issued a Certificate of Final Completion.

**“Flow Control Law”** means Chapter 350 of the Laws of Rockland County, State of New York, (*County Flow Control Law Regulating the County-Wide Collection and Disposition of Solid Waste Generated in Rockland County, Including Garbage, Recyclables, Construction and Demolition Debris, and Yard Waste, and for the Prohibition of the Disposal of any Waste Materials in any Manner Except as Set Forth in This Law*).

**“Good Engineering and Construction Practice”** means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good design, engineering, equipping, installation, construction and commissioning practices for the design, construction and improvement of capital assets in the in the materials processing industry.

**“Good Industry Practice”** means those methods, techniques, standards and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good operation, maintenance, repair, replacement and management practices in the materials processing.

**“Governmental Approvals”** means all approvals, permits, licenses, authorizations, consents, certifications, exemptions, registrations, rulings and entitlements of whatever kind and however described which are required under Applicable Law to be obtained or maintained by any person with respect to the Contract Services.

**“Governmental Body”** means any federal, State, County, municipal or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body.

**“Guarantor”** means the entity executing the Guaranty Agreement to guarantee the performance by the Operator of all of the Operator’s responsibilities and obligations under the Service Agreement.

**“Guaranty Agreement”** means the Guaranty Agreement executed by the Guarantor in substantially the form set forth in Appendix L.

**“Hazardous Waste”** means (a) any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time including, but not limited to: (1) the Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281; (2) the Toxic Substances Control Act (15 U.S.C. Sections 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766; and (3) future additional or substitute federal, State or local laws pertaining to the identification,

treatment, storage or disposal of toxic substances or hazardous wastes; or (b) radioactive materials which are source, special nuclear or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40; or (c) a chemical listed by the United States Environmental Protection Agency in accordance with Section 302(a) or Section 313(c) of the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. §§ 11002(a), 11023(c) (Supp. 1993), in each case as the same may be amended, replaced, or superseded; or (d) a material or substance which may endanger health or safety including, but not limited to, any material or substance or combination of materials or substances which are explosive, volatile, radioactive, toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, or which generate pressure through decomposition, heat, or other means if such materials or substances may cause injury, illness or harm to humans, to domestic animals or livestock, or to wildlife; or (e) a material or substance that is treated as a hazardous waste, substance or material by any federal, State, or local law, regulation, or ordinance or is otherwise prohibited from being deposited in the Transfer Facility or Alternate Materials Recovery Facility; and (4) Regulated Substances. With regard to materials or substances which are not Hazardous Waste as of the Contract Date, if any law shall subsequently declare, or if any governmental agency or unit having appropriate jurisdiction shall thereafter determine, that such materials or substances are Hazardous Waste, then such materials or substances shall be considered to be Hazardous Waste for the purposes of the Service Agreement as of the effective date of such governmental determination.

**“Insurance Requirement”** means any rule, regulation, code, or requirement issued by any fire insurance rating bureau or any body having similar functions or by any insurance company which has issued an insurance policy as required under the Service Agreement, as in effect during the Term hereof, compliance with which is a condition to the effectiveness of such policy.

**“Interim Operations Period”** means the period between commissioning of the DSR Processing System and the issuance of the Certificate of Final Completion by Rockland Green pursuant to the Design-Build Agreement.

**“Letter of Credit”** has the meaning set forth herein and Appendix D.

**“Marketing Plan”** has the meaning set forth in the Service Agreement.

**“Materials Recovery Facility”** means the materials recovery facility owned by Rockland Green located in Hillburn, New York as further identified and described in Appendix 1.

**“Minimum Performance Requirements”** means the all requirements listed in the Design-Build Agreement particular to all aspects of the DSR Processing System, including but not limited to the throughput requirements, system availability requirements, recovery rate requirements and product quality and marketability requirements.

**“Mixed Paper”** means all low grades of paper (such as magazines, junk mail, boxboard, catalogues) received at the Facility as Acceptable Materials and processed to meet the Recovered Materials Specifications.

**“Notice to Proceed”** means the document issued to the Operator by Rockland Green designating the official Commencement Date.

**“Operations Date”** means the first day following the issuance of the Certificate of Final Completion by Rockland Green pursuant to the Design-Build Agreement.

---

**“Operations Period”** means the period from and including the Operations Date to and including the last day of the Term of the Service Agreement.

**“Operations and Maintenance Plan”** or **“O&M Plan”** means the document outlining the operations, maintenance and marketing responsibilities of the Operator and establishing procedures to fulfill those responsibilities, consistent with the provisions of this RFP.

**“Operator”** means the entity selected by Rockland Green that will operate the MRF and perform the Contract Services on behalf of Rockland Green.

**“Other Recyclable Materials”** means ferrous and non-ferrous metals, film including shrink wrap and boat wrap, any individual item included in Residential Commingled Containers or Residential Fiber Stream, and other recyclable materials as designated by Rockland Green and that the DSR Processing System is capable of processing.

**“Party”** or **“Parties”** means Rockland Green and/or the Operator.

**“Pass Through Charge”** has the meaning set forth in Section 9.1 (Service Fee).

**“Performance Guarantees”** means the (1) Throughput Guarantee; (2) System Availability Guarantee; (3) Recovery Rate Guarantee; (4) Commodity Quality and Marketability Guarantee; (5) Material Storage Guarantee; (6) Delivery Timeframe Guarantee; (7) Receiving Hours Guarantee; (8) Staffing Level Guarantee; and (9) Tipping Floor Overnight Storage Guarantee, all as set forth in Appendix P.

**“Pre-Interim Operations Period”** means the period following the issuance of the Notice to Proceed but prior to the Interim Operations Period.

**“Prime Rate”** means the interest rate announced from time to time by Bank of America, N.A. or any successor thereto as its “prime rate.”

**“Process,” “Processed,”** or **“Processing”** means an operation or series of operations, whether involving Authority or Operator Equipment or manual labor that enhances upgrades, concentrates, decontaminates, packages or otherwise prepares Acceptable Materials for sale, or exchange to Market as a Recovered Materials and extracts Rejects and Residue, if any, for disposal.

**“Receiving Hours”** means those hours between 6:30 a.m. and 4:30 p.m., Monday through Friday and 6:30 a.m. and 12:00 p.m. Saturday during which deliveries of Acceptable Materials will be normally accepted at the Facility.

**“Recovered Materials”** means materials that the Operator recovers for re-use or recycling from Acceptable Materials or Merchant Acceptable Materials processed at the Facility.

**“Rejected Deliveries”** means deliveries of Acceptable Materials or other waste which are rejected at the Facility as a whole prior to processing in accordance with this RFP.

**“Rejects”** means Unacceptable Materials which are (i) delivered to the Facility and are not accepted by the Operator or (ii) accepted at the Facility by the Operator and segregated from Acceptable Material.

**“Renewal Term”** has the meaning set forth in Section II(d) of the RFP.

**“Required Insurance”** has the meaning specified in Appendix J.

---

**“Residential Commingled Containers”** means glass containers/bottles regardless of color, aluminum cans, tin and bi-metallic containers and cans, mixed rigid plastics, high-density polyethylene (HDPE) plastic containers, polyethylene terephthalate (PET), aluminum foil/pie plates, milk cartons and drink boxes (gable-top and aseptic packaging), and other containers so designated by Rockland Green with the agreement of the Operator.

**“Residential Fiber Stream”** means newspaper, corrugated containers, magazines, white and colored ledger (office paper), computer printout paper, telephone and paperback books, junk mail, kraft paper (brown grocery bags), and other paper so designated by Rockland Green with the agreement of the Operator.

**“Residue”** means those components of Acceptable Materials which are not processed into Recoverable Materials, as well as Unacceptable Materials which do not become Rejects.

**“Resource Conservation and Recovery Act”** or **“RCRA”** means the Resource Conservation and Recovery Act, 42 U.S.C.A. §6901 et seq. (West 1983 & Supp. 1995), as amended and superseded.

**“RFP”** means the request for proposals prepared and issued by Rockland Green to procure a private contractor to operate and maintain the Facility, to market Recovered Materials and to cooperate with and assist Rockland Green in its recycling program, and any supplements thereto.

**“Rolling Stock”** means the loaders, forklifts, roll-off containers and any additional mobile equipment to be provided by the Operator.

**“Security Instruments”** means the Guaranty Agreement and the Letter of Credit.

**“Safety Plan”** means the safety plan prepared and submitted by the Operator as part of the Operations and Maintenance Plan and which outlines and describes the Operator’s procedures and protocols for ensured safety at the Facility.

**“Service Agreement”** means the Materials Recovery Facility Service Agreement between the Operator and Rockland Green, including the Appendices, as the same may be amended or modified from time to time.

**“Service Fee”** and each of the components thereof, have the meanings ascribed to such terms in this RFP.

**“Shredded Paper”** means printed or unprinted paper typically generated in an office environment that may include a document destruction process. This grade may contain white, colored, coated and uncoated papers, manila and pastel colored file folders.

**“Site”** means the real property owned by Rockland Green, including the Materials Recovery Facility, and all ancillary property up to and including the fence line, upon which the Materials Recovery Facility is located, as more specifically described in Appendix B.

**“Solid Waste”** means all materials or substances discarded or rejected as being spent, useless, or in excess to the owners at the time of such discard or rejection, including, but not limited to, garbage, refuse, industrial and commercial waste, rubbish, ashes, contained gaseous material, demolition and construction debris, excluding Acceptable Materials.

**“Staffing Plan”** means the staffing plan prepared and submitted by the Operator as part of the Operations and Maintenance Plan and which outlines and describes the Operator’s proposed

staffing at the Facility, including the minimum number of staff at the Facility, each position and its correlating responsibilities, as well as a Facility staffing chart.

**“State”** means the State of New York.

**“Subcontract”** means an agreement between the Operator and a Subcontractor, or between two Subcontractors, as applicable.

**“Subcontractor”** means every person (other than employees of the Operator) employed or engaged by the Operator or any person directly or indirectly in privity with the Operator (including every sub-subcontractor of whatever tier) for any portion of the services set forth in the Service Agreement, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.

**“Tax”** means any tax, fee, levy, duty, impost, charge, surcharge, assessment or withholding, or any payment in lieu thereof, and any related interest, penalties or additions to tax.

**“Term”** has the meaning set forth in Section II(d) of the RFP.

**“Ton”** means a “short ton” of 2,000 United States pounds.

**“Tonnage”** means Tons of Acceptable Materials, Unacceptable Materials, Excess Acceptable Materials and Recovered Materials.

**“Transfer Station”** means Rockland Green’s solid waste transfer station located on Baler Boulevard in Hillburn, New York.

**“Transfer Station Tipping Fee”** means the tipping fee charged at the Transfer Station for the disposal of Solid Waste.

**“Transition Period”** means the period between the Contract Date and the Commencement Date in which the parties shall carry out their obligations under this RFP.

**“Unacceptable Materials”** means materials which do not constitute Acceptable Materials.

**“Uncontrollable Circumstance”** means any act, event or condition, whether affecting the Facility, Rockland Green, the Operator, or any of Rockland Green’s subcontractors or the Operator’s Subcontractors, and only to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Service Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Service Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party, which may include any of the following:

- (i) naturally occurring events (but not including reasonably anticipated weather conditions for the geographic area of the Facility) such as landslide, earthquake, fires, flood, hurricanes, epidemics and other acts of God;
- (ii) sabotage, terrorism, or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;

(iii) a Change in Law;

(iv) the failure of any Governmental Body or private utility having operational jurisdiction in the area in which the Facility is located to provide and maintain Utilities to the Facility (but not including reasonably anticipated power outages), which are required for the performance of the Service Agreement;

(v) any failure of title to the Facility or any enforcement of any lien, charge or encumbrance on the Facility not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Service Agreement; and

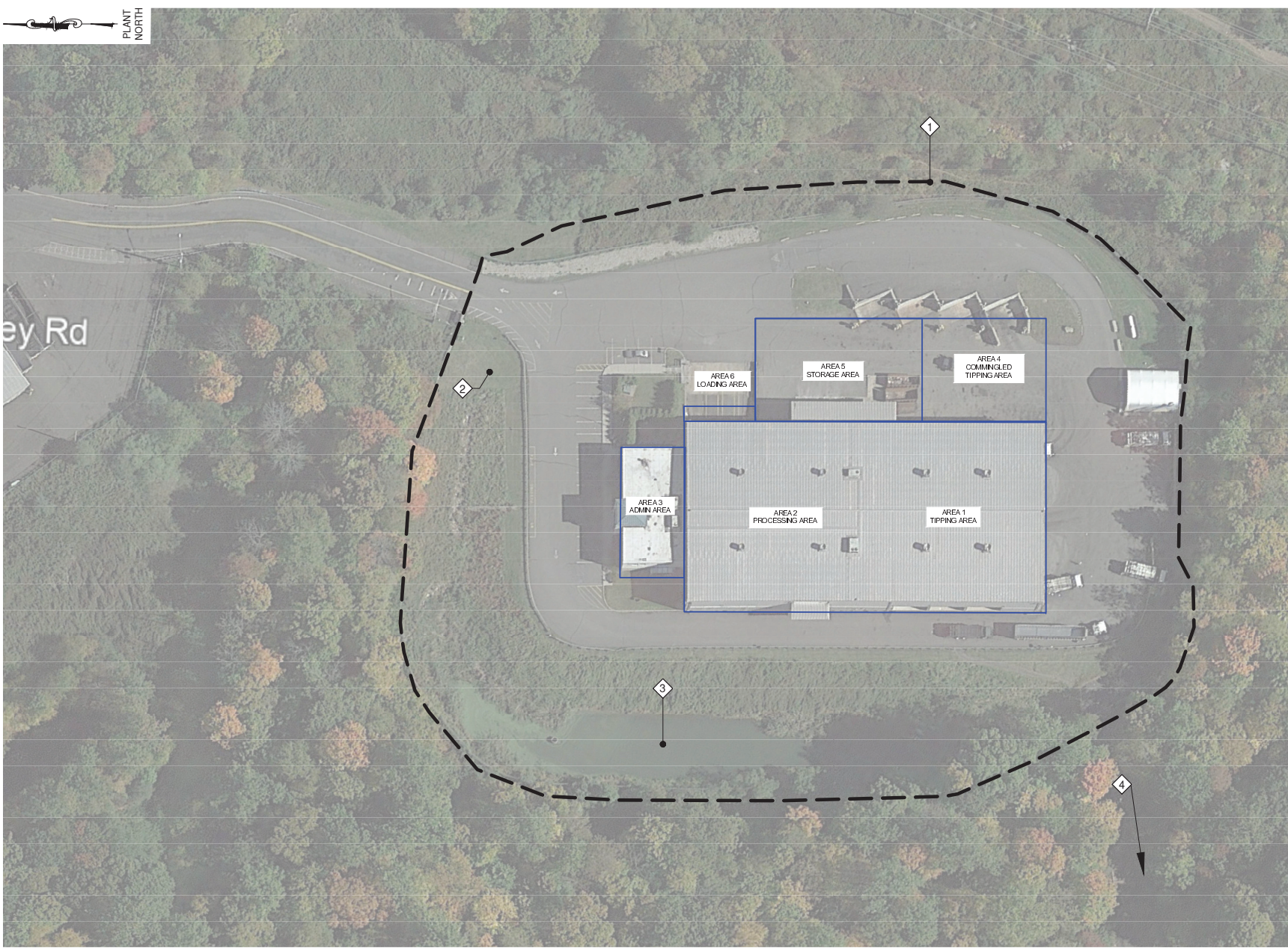
(vi) the discovery of Hazardous Waste or Regulated Substances at the Facility.

(vii) It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstances, and shall not entitle the Operator to any price, fee, schedule or other adjustments or relief hereunder: (a) general economic conditions, interest or inflation rates, or currency fluctuation; (b) changes in the financial condition of the Operator, the Guarantor, any of its Affiliates or any Subcontractor affecting their ability to perform their respective obligations; (c) the consequences or the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence by the Operator, the Guarantor, or any of its employees, agents, contractors, Subcontractors of any tier, suppliers or Affiliates, or any other person in the performance of any other work hereunder; by the Operator; (d) the failure of the Operator to secure patents or licenses or similar authorizations in connection with the technology necessary to perform its obligations hereunder; (e) the failure of any Subcontractor at any time for any reason to furnish labor, services, material, supplies or equipment on the dates agreed to; (f) strikes, work stoppages, or other labor disputes or disturbances; (g) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Facility or otherwise increasing the cost or burden to the Operator or any Subcontractor of designing, constructing, starting-up, testing, operating and maintaining the Facility, marketing Recovered Materials or transporting materials for disposal; (h) any failure in Operator trucking services; (i) any increase for any reason in premiums charged by the Operator's insurers or the insurance markets generally for the required insurance; (j) any impact of prevailing wages, laws or rates on the Operator's or its Subcontractors' costs with respect to wages and benefits; and (k) any act, event or circumstance occurring outside of the United States.

**“Utilities”** means any and all utility services and installations whatsoever (including fuel oil/propane, water, sewer and electricity).

**APPENDIX B**  
**MRF SITE PLAN**







KEY NOTES

- 1 FACILITY BOUNDARY
- 2 EMERGENCY EVACUATION AREA
- 3 DETENTION BASIN
- 4 ROAD TO TRANSFER STATION (ROCKLAND GREEN USE ONLY)





**RRT Engineering, LLC**  
An Affiliate of Enviro-Services & Constructors, Inc.  
NY COA # 0017967



ROCKLAND GREEN  
MATERIALS RECOVERY FACILITY,  
MRF OPERATIONS  
420 TORNE VALLEY ROAD, HILLBURN, NY 10931

FACILITY SITE PLAN

DRAWN	BY	DATE	PROJ. No: 499-014	SCALE: 1" = 30'-0"
CHECKED	NE	9/28/21	DWG.	
DESIGNED	NE	9/28/21	NO.	SK-1
APPROVED	NE	9/28/21	CAD FILE:	A
APPROVED			SHEET SIZE: D-24x36	REV



**APPENDIX C**

**TERM SHEET**

**APPENDIX C**

**TERM SHEET**

Parties	1) Rockland County Solid Waste Management Authority d/b/a Rockland Green (“Rockland Green”)  2) Operator.
Term	<u>Initial Term</u> : Rockland Green will enter into an agreement with the Operator on the Contract Date for a term of seven (7) years.  <u>Renewal Terms</u> : Such term may be extended by Rockland Green for one (1) additional three (3) year renewal term at its sole discretion on notice to the Operator no later than 180 days preceding the end of the initial Term.  <u>Contract Date</u> : March, 2022.  <u>Transition Period</u> : The period between the Contract Date and the Commencement Date (September, 2022).
Commencement Date	The date upon which the Operator commences the Contract Services.
Guarantor	A guarantor guaranteeing the Operator’s performance and payment obligations will be required.
System Description	The materials recovery facility, which includes a dual stream recyclables processing system, owned by the Rockland Green located in Hillburn, New York, which provides materials processing for Rockland County, including the recycling of select solid waste materials (the “Facility”).
Contract Services	<u>Scope of Work</u>  All services related to the operation and maintenance of the Facility, including acceptance, storage and Processing of Acceptable Materials, production of marketable Recovered Materials, Recovered Materials storage, marketing of Recovered Materials and loading, and shipment of Recovered Materials to markets.  <u>Operations and Maintenance</u>

**Rockland Green****Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

	<p>The Operator must operate and maintain the Facility in a neat, clean, and orderly condition and in accordance with Good Industry Practice and Applicable Law and on a regular schedule as stated in the Operations and Maintenance Plan. The Operator must operate and maintain in accordance with all applicable warranties, including manufacturer's recommended maintenance schedule all Rolling Stock, Equipment necessary to receive, sort, and Process Acceptable Materials and produce Recovered Materials and to dispose of Rejects and Residue.</p>
Service Fee	<p>Rockland Green will pay the Operator a Service Fee for the services provided by the Operator under the terms of the Service Agreement based on the formula set forth in the Service Agreement.</p> <p>During the Operation and Maintenance Period the Service Fee will include various components, a major component being the per ton fee for each of the following streams: 1) Commercial Fiber; 2) Residential Fiber; 3) Residential Container; and 4) Direct to Baler. The Per Ton Fee for each of the streams shall include all things necessary to perform the scope of services following the Commencement Date and shall include the annual cost of utilities. The Per Ton Fee for each subsequent year of the Service Agreement shall be based on the formula outlined in the RFP with respect to inflation and any applicable price adjustments.</p> <p>As part of the Service Fee the Operator will receive, among other credits and debits, its percentage share of revenues from marketed materials.</p>
<u>Pre-Interim Operations Period</u>	<p>This period follows the issuance of the Notice to Proceed but is prior to the Interim Operations Period which is anticipated to be an approximately twelve (12) week period during the 2<sup>nd</sup> Quarter 2022. This period shall include transition and mobilization and includes meetings with Rockland Green, hiring and training staff, and procuring materials and supplies.</p>
<u>Interim Operations Period</u>	<p>This period includes the testing and operation of the DSR Processing System which is anticipated to be an approximately eight (8) week period during the 3<sup>rd</sup> Quarter 2022 and is the period between commissioning and Final Completion. This period also includes additional staffing, staff training, bringing all Rolling Stock on-Site and the transfer of Residue and Rejects to the Transfer Station.</p>

**Rockland Green****Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

Operations Period	<p>This period begins on the Commencement Date (which is anticipated occur during the 4<sup>th</sup> Quarter 2022) and includes the performance of the scope of services set forth in the RFP.</p> <p>During this period, the Operator, at its expense, will operate and maintain the Facility in accordance with the Contract Standards and shall receive and process Acceptable Materials, produce and market Recovered Materials, and transport Residue and Rejects as applicable, all in accordance with the Service Agreement terms including the Performance Guarantees applicable to such activities and the terms and provisions of the Service Agreement.</p>
Maintenance, Repair and Replacement	<p>The Operator shall perform all normal and ordinary maintenance of the machinery, equipment, structures, improvements and all other property at the Facility and shall keep the Facility in good working order, condition and repair, in a neat and orderly condition (including providing janitorial services and the clean-up of litter and debris on a daily basis or more frequently as required) and in accordance with the Contract Standards, and the Operations and Maintenance Plan as further described in Appendix [ ], and shall maintain the aesthetic quality of the Facility. As noted in Section II(c) because the Facility is new, there is a one year warranty involving general construction work on the Facility, as well as a warranty on the DSR Processing System for the first two years of the Operating Period.</p> <p>The Operator is responsible for undertaking all Capital Repairs or Replacements, subject to reimbursement by Rockland Green for costs in excess of the threshold as set forth below or to the extent such capital repairs and replacements are covered by the warranties described above.</p> <p>All such Capital Repairs or Replacements shall be pre-approved by Rockland Green prior to the Operator's undertaking such repairs and replacements, and shall be subject to Cost Substantiation. The determination of whether a Capital Repair or Replacement is required will be subject to the initial review of an independent engineer (the cost for which shall be the responsibility of the Operator) and the subsequent mutual agreement of Rockland Green and the Operator.</p> <p>Any request for a Capital Repair or Replacement by the Operator must be submitted in writing and must contain three (3) price quotes for the cost of making such repair or replacement. "Capital Repair or Replacement" means the repair or replacement of a single component or piece of Equipment associated with the Facility on a</p>

**Rockland Green****Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

	per incident basis that costs in excess of \$25,000. For any such repair or replacement that costs in excess of \$25,000 on a per incident basis, the Operator shall be responsible for the first \$25,000 of such costs. The relining of the baler will be excluded from this provision and will be performed by Rockland Green throughout the Term at its sole cost and expense.
Rejects and Residue	The Operator shall, at its sole cost and expense, transport all Rejects and Residue to Rockland Green scale for weighing and then to the Transfer Station for disposal. For all Rejects not due to Operator Fault and all Residue tonnages, Rockland Green will be responsible for paying the tipping fee for such disposal. For Rejects caused by Operator Fault, the Operator will be responsible for paying the tipping fee for such disposal. Rockland Green will impose liquidated damages on the Operator for failure to meet the associated Recovery Rate Guarantee.
Education Outreach	The Operator will work with Rockland Green to prepare an Education Plan, as part of the Company's Operation and Maintenance Plan, focused on sustainable lifestyle choices and the value of recycling to help raise tonnage rates and build community enthusiasm for recycling. As part of its Education Outreach, Rockland Green intends to continue to utilize an annual mailer to residents, take-home materials for schools in coordination with State educational criteria, visual aids and digital audio-visual equipment for tours of the inter-active Environmental Education Museum. Rockland Green also intends to continue to distribute brochures, posters, displays for public spaces, public service announcements, printed ads in local media and production and distribution of educational videos and televised public service announcements focused on recycling efforts in Rockland County.
Personnel	The Operator shall staff the Facility with the appropriate number of hourly and salaried employees consistent with good management practice and in accordance with the minimum staffing levels set forth in the Service Agreement, Good Industry Practice, and other Contract Standards. The Operator shall discipline or replace, as appropriate, any employee of the Operator or any Subcontractor engaging in unlawful, unruly or objectionable conduct. The Operator shall not make any material change in staffing levels without Rockland Green's written approval.
Recovered Materials Marketing	Commencing with the Interim Operations Period, the Operator shall commence marketing activities for the purpose of developing secondary markets for Recovered Materials (excluding Glass) and shall use all commercially reasonable efforts to secure and maintain purchase commitments therefor on a continuing basis throughout the Term of the Service Agreement.

**Rockland Green****Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

	<p>Recovered Materials Sales Revenues shall be the property of the Rockland Green and shall be used as the basis of computing certain credit components of the Service Fee.</p> <p>The Operator shall bear the entire risk of, and have sole and absolute responsibility for, marketing and selling of all Recovered Materials in accordance with the Marketing Plan.</p>
Utilities	<p>During the Term of the Service Agreement, the Operator shall be responsible for natural gas and electricity required to operate the Facility. Rockland Green will make diesel fuel available to the Operator for the operation of its Rolling Stock at the Facility in accordance with Rockland Green's Fuel Replenishment Program. Rockland Green shall be responsible for any water/wastewater charges. The Operator is to include its costs for natural gas and electricity in the Price Per Ton for each material stream listed above.</p> <p>Additionally, the Operator will be required to obtain propane to the extent required for the operation of its Rolling Stock (with no reimbursement from Rockland Green.)</p>
Performance Guarantees	<p>The Service Agreement provides for nine (9) specific Performance Guarantees related to the Operator's operation of the Facility:</p> <ol style="list-style-type: none"><li>(1) Throughput Guarantee</li><li>(2) System Availability Guarantee</li><li>(3) Recovery Rate Guarantee</li><li>(4) Commodity Quality and Marketability Guarantee</li><li>(5) Material Storage Guarantee</li><li>(6) Delivery Timeframe Guarantee</li><li>(7) Receiving Hours Guarantee</li><li>(8) Staffing Level Guarantee</li><li>(9) Tipping Floor Overnight Storage Guarantee</li></ol> <p>Failure to meet the Performance Guarantees may subject the Operator to Liquidated Damages as set forth in Appendix G. Please see Appendix P of the RFP for a full description of the Performance Guarantees.</p>
Capital Modifications	<p>Rockland Green shall have the right, in its sole discretion, to approve all Capital Modifications. Rockland Green's approval shall be given by means of a "Change Order," which shall contain all material information required by the Service Agreement. Any Capital Modifications shall be done in accordance with Applicable Law.</p>

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY**

**RFP 2021-17**

	<p>The Operator shall bear the cost and expense of all Capital Modifications and related operation, maintenance, repair and replacement costs, unless the Capital Modification is directed by Rockland Green (other than as part of an enforcement action taken in response to a breach) or is necessary to address an Uncontrollable Circumstance.</p> <p>In the event any Capital Modification is expected to result in a net cost savings to the Operator, the parties shall negotiate in good faith the extent to which any such net cost savings shall be shared with Rockland Green, and the Service Fee shall be reduced accordingly.</p>
Indemnification	<p>The Operator shall protect, indemnify, defend and hold harmless Rockland Green, and its officers, employees, representatives, agents, consultants and subcontractors (as applicable in the circumstances) (each a “Rockland Green Indemnified Party”), from and against (and pay the full amount of) all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorney’s fees (collectively, “Loss and Expense”), incurred by an Rockland Green Indemnified Party and will defend a Rockland Green Indemnified Party in any suit, including appeals, for personal injury to, or death of, any person, or loss or damage to property (including claims by adjoining property owners, whether based on inverse condemnation or some other legal theory, for diminishment of property value through any environmental conditions) arising out of:</p> <ul style="list-style-type: none"><li>the failure of the Operator to perform its obligations under the Service Agreement;</li><li>the negligent acts, errors or omissions or willful misconduct of the Operator or any of its officers, directors, members, employees, agents, representatives or Subcontractors in connection with the Service Agreement;</li><li>the operation of the Facility by or under the direction of the Operator, whether during the Term or after the expiration or termination of the Service Agreement;</li><li>the transfer, transportation, processing and disposal of materials for which the Operator is responsible at an Alternate Materials Recovery Facility or a Designated Disposal Site;</li></ul> <p>any Operator Fault; or</p>

**Rockland Green****Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

	the performance or non-performance of the Operator's obligations under the Service Agreement.
Safety Device Indemnification	<p>In the Design-Build Agreement, Rockland Green is required to indemnify the Equipment Contractor in the event of the alteration or removal of any safety device on the system or equipment without the written consent of the Equipment Contractor.</p> <p>In the event the Operator knowingly modifies or alters a safety device without the written consent of the Equipment Contractor or knowingly operates the equipment with one or more of the safety devices altered, the Operator will be required to indemnify Rockland Green or the Equipment Contractor or affiliate from any resulting injuries and any associated litigation resulting therefrom.</p>
Limitation on Liability	<p><u>Operator Limitation of Liability</u></p> <p>There shall not be a monetary limitation on the liability exposure of the Operator pursuant to the provisions of the Service Agreement.</p> <p><u>Rockland Green Limitation of Liability</u></p> <p>If the Operator claims to have sustained any damages by reason of delays, extraordinary or otherwise, or hindrances which it claims to be due to any action, omission or direction of Rockland Green, the Operator shall be entitled only to an extension of time and shall not have or assert any other claim, cause or action against Rockland Green based on such delay or hindrance.</p>
Uncontrollable Circumstances	<p>"Uncontrollable Circumstance" is defined as any act, event or condition, whether affecting the Facility, Rockland Green, the Operator, or any of Rockland Green's subcontractors or the Operator's Subcontractors, and only to the extent that it materially and adversely affects the ability of either party to perform any obligation under the Service Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control and is not also the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence on the part of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under the Service Agreement; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of either party, which may include any of the following:</p>



	<ul style="list-style-type: none"><li>(i) naturally occurring events (but not including reasonably anticipated weather conditions for the geographic area of the Facility) such as landslide, earthquake, fires, flood, hurricanes, epidemics and other acts of God;</li><li>(ii) sabotage, terrorism, or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;</li><li>(iii)a Change in Law;</li><li>(iv)the failure of any Governmental Body or private utility having operational jurisdiction in the area in which the Facility is located to provide and maintain Utilities to the Facility (but not including reasonably anticipated power outages), which are required for the performance of the Service Agreement;</li><li>(v) any failure of title to the Facility or any enforcement of any lien, charge or encumbrance on the Facility not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Service Agreement; and</li><li>(vi)the discovery of Hazardous Waste or Regulated Substances at the Facility.</li></ul> <p>It is specifically understood that none of the following acts or conditions shall constitute Uncontrollable Circumstances, and shall not entitle the Operator to any price, fee, schedule or other adjustments or relief hereunder: (a) general economic conditions, interest or inflation rates, or currency fluctuation; (b) changes in the financial condition of the Operator, the Guarantor, any of its Affiliates or any Subcontractor affecting their ability to perform their respective obligations; (c) the consequences or the result of the willful or negligent act, error or omission or failure to exercise reasonable diligence by the Operator, the Guarantor, or any of its employees, agents, contractors, Subcontractors of any tier, suppliers or Affiliates, or any other person in the performance of any other work hereunder; by the Operator; (d) the failure of the Operator to secure patents or licenses or similar authorizations in connection with the technology necessary to perform its obligations hereunder; (e) the failure of any Subcontractor at any time for any reason to furnish labor, services, material, supplies or equipment on the dates agreed to; (f) strikes, work stoppages, or other labor disputes or disturbances; (g) union or labor work rules, requirements or demands which have the effect of increasing the number of employees employed at the Facility or otherwise increasing the cost or burden to the Operator or any Subcontractor of designing, constructing, starting-up, testing, operating and maintaining the Facility, marketing Recovered Materials or transporting materials for disposal; (h) any failure in Operator</p>
--	--

**Rockland Green****Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

	trucking services; (i) any increase for any reason in premiums charged by the Operator's insurers or the insurance markets generally for the required insurance; (j) any change in prevailing wages, laws or rates and any impact on the Operator's or its Subcontractors' costs with respect to wages and benefits; and (k) any act, event or circumstance occurring outside of the United States.
Liquidated Damages	The Service Agreement provides for liquidated damages for the Operator's failure to comply with 9 different events, mostly relating to failure to meet performance guarantees. The values range from \$200 per day to \$5,000 per event. Please see Appendix G for a chart listing specific liquidated damage events and amounts.
Dispute Resolution	<p>Either party may request Non-Binding Mediation of any dispute arising under the Service Agreement, whether technical or otherwise. The non-requesting party may decline the request in its sole discretion.</p> <p>The mediator shall be a professional engineer, attorney or other professional mutually acceptable to the parties who has no current or on-going relationship to either party. The mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the mediator's program to resolve the dispute until and unless the parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.</p> <p>Mediation is intended to assist the parties in resolving disputes over the correct interpretation of the Service Agreement. No mediator shall be empowered to render a binding decision.</p>
Insurance	Commencing with the Commencement Date and continuing throughout the remainder of the Term of the Service Agreement, the Operator shall obtain and maintain, the Required Insurance for which it is responsible, and shall comply with all applicable Insurance Requirements. Insurance coverage shall be maintained with generally recognized financially responsible insurers reasonably acceptable to Rockland Green and qualified and licensed to insure risks in the State. The cost of the Required Insurance for which the Operator is responsible for obtaining and maintaining shall be paid by the Operator and shall not be subject to reimbursement by Rockland Green. The Operator shall be responsible for paying all the deductibles. In addition, if a peril occurs which is an insurable event but the costs incurred due to

**Rockland Green****Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

	<p>such peril are less than the Required Insurance deductibles amounts set forth in the Service Agreement, the Operator shall be responsible for paying the costs as it would pay if such costs were a deductible amount. The Operator shall include Rockland Green and Rockland Green consultants named as additional insured on all Required Insurance policies. The Operator shall promptly provide Rockland Green all inspection reports prepared by the Operator's insurance carrier.</p>
Events of Default	<p>Each of the following shall constitute an Event of Default on the part of the Operator for which Rockland Green may terminate without any requirement of notice or cure opportunity:</p> <ul style="list-style-type: none"><li>○ Security for performance;</li><li>○ Performance standards;</li><li>○ Failure to process;</li><li>○ Involuntary bankruptcy;</li><li>○ Voluntary bankruptcy;</li><li>○ Insolvency.</li></ul> <ul style="list-style-type: none"><li>● Any one of the following shall constitute an Event of Default by Rockland Green:<ul style="list-style-type: none"><li>○ Failure to comply with the Service Agreement;</li><li>○ Bankruptcy or insolvency;</li><li>○ Failure to pay.</li></ul></li></ul>
Termination	<p>If any party shall have a right of termination for cause in accordance with the Service Agreement, the same may be exercised by notice of termination given to the party in default at least 60 days prior to (or, in the case of a bankruptcy default, simultaneously with) the date of termination specified in such notice (the "Termination Date").</p>
Security for Performance	<p><u>Letter of Credit</u></p> <p>The Operator shall, on or before the Contract Date, provide Rockland Green with an irrevocable direct pay letter of credit issued by a bank whose long-term debt is rated "A" or better by a Rating Service and that maintains a banking office with a location and drawing procedures acceptable to Rockland Green (the "Letter of Credit"). The Letter of Credit shall be in the stated amount of \$1,000,000.00.</p> <p><u>Guaranty</u></p>

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

	<p>The Operator shall cause the Guaranty Agreement to be provided and maintained by the Guarantor during the Term of the Service Agreement.</p> <p>The cost and expense of obtaining and maintaining the above Security Instruments shall be borne by the Operator without reimbursement from Rockland Green.</p>
--	---

**APPENDIX D  
FORM OF LETTER OF CREDIT**

## FORM OF LETTER OF CREDIT

Date:  
Our Ref. No.:  
Amount: US\$  
Expiry:

Beneficiary: Rockland County Solid Waste Management Authority d/b/a Rockland Green

Dear Sirs:

By order of and for the account of [Operator], a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of \_\_\_\_\_ (the "Operator") we, [INSERT NAME AND ADDRESS OF BANK], hereby establish in favor of the Rockland County Solid Waste Management Authority d/b/a Rockland Green ("Rockland Green" or the "Beneficiary") our Irrevocable Letter of Credit No. \_\_\_\_\_ (the "Letter of Credit") in the amount of five hundred thousand dollars (\$1,000,000) (the "Stated Amount").

We are advised by the Operator that this Letter of Credit is issued in accordance with the Materials Recovery Facility Service Agreement between Rockland Green and the Operator, dated [\_\_\_\_\_, 2022 (the "Service Agreement"). This Letter of Credit is effective immediately and expiring at the close of business on [\_\_\_\_\_] (the "Stated Termination Date"). All drawings under this Letter of Credit shall be paid with our own funds.

We hereby irrevocably authorize you to draw on us, in an aggregate amount not to exceed the Stated Amount and in accordance with the terms and conditions as hereinafter set forth, in one or more drawings by one or more of your drafts in the form of Annex A attached hereto, payable at sight by you on a Business Day (as hereinafter defined), and accompanied by your written and completed certificate in the form of Annex B attached hereto (any such draft accompanied by such certificate being your "Drawing Certificate"), representing amounts payable to you by the Operator under the Service Agreement.

Each Drawing Certificate drawn under this Letter of Credit must be dated the date of presentation and bear on its face the clause "Drawn under Irrevocable Letter of Credit No. \_\_\_\_"

Funds under this Letter of Credit shall be available to you against receipt by us of your Drawing Certificate. Presentation of any such Drawing Certificate by you or an Authorized Representative of the Beneficiary shall be made at our office located at:

[BANK]  
[STREET ADDRESS]  
Attention: Letter of Credit Department  
Telephone no.: ( ) -  
Fax no.: ( ) -

Appendix D - 1

Demand for payment hereunder may also be made in the form of a facsimile transmission of the appropriate Drawing Certificate hereunder to the address and fax number shown above. You must confirm our receipt of each faxed Drawing Certificate by telephoning the number shown above. Only upon such confirmation shall the demand under such Drawing Certificate be made. As used herein, the term "Business Day" means any day, other than a Saturday or Sunday or other day on which we at the aforesaid office are authorized or required by law or executive order to close.

In the case of a presentation of a Drawing Certificate hereunder, if such Drawing Certificate is presented hereunder by sight or facsimile transmission as permitted hereunder, by 10:00 a.m. eastern standard time on a Business Day, and provided that such Drawing Certificate conforms to the terms and conditions hereof, payment shall be made to you, of the amount specified, in immediately available funds, not later than 5:00 p.m. eastern standard time on the next business day or such later Business Day as you may specify. If a Drawing Certificate is presented by you or an Authorized Representative of the Beneficiary hereunder after the time specified hereinabove, on a Business Day, and provided that such Drawing Certificate conforms to the terms and conditions hereof, payment shall be made to you, of the amount specified, in immediately available funds, not later than 5:00 p.m. eastern standard time on the second succeeding Business Day thereafter or such later business day as you may specify. If requested by you, payment under this Letter of Credit may be made by wire transfer of Federal Reserve Bank of New York funds to your account in a bank on the Federal Reserve wire system or by deposit of immediately available funds into an account that you maintain with us.

Upon honoring any Drawing Certificate presented by you or an Authorized Representative of the Beneficiary hereunder, the amount available to be drawn hereunder by you by any subsequent Drawing Certificate shall be automatically replenished up to the Stated Amount.

Only you or an Authorized Representative of the Beneficiary may make a drawing under this Letter of Credit. Upon any payment to you, of the amount demanded hereunder, we shall be fully discharged of our obligation under this Letter of Credit with respect to such demand for payment, and we shall not thereafter be obligated to make further payments under this Letter of Credit with respect to that payment to you.

Except as set forth in the next paragraph and the certificates referred to herein, this Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Service Agreement); and such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, except as set forth in the next paragraph and for the certificates referred to herein.

This Letter of Credit is to be construed in accordance with the International Standby Practices 1998, International Chamber of Commerce Publication 590, including any amendments, modifications or revisions thereof (the "ISP"), except to the extent that terms hereof are inconsistent with the provisions of the ISP, in which case the terms of the Letter of Credit shall

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

---

govern , The Letter of Credit shall be governed by the laws of the State of New York to the extent that the terms of the ISP are not applicable; provided that, in the event of any conflict between the ISP and such New York laws, the ISP shall control.

Very truly yours,

[BANK]

---

Signature

---

Printed name

---

Title



ANNEX A TO LETTER OF CREDIT  
FORM OF SIGHT DRAFT

AT SIGHT PAY TO THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT  
AUTHORITY D/B/A ROCKLAND GREEN, as Beneficiary, [Amount in words] United States  
Dollars (US\$\_\_\_\_\_). Drawn under Irrevocable Letter of Credit No. \_\_\_\_.

ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY D/B/A  
ROCKLAND GREEN

Date of Presentation: [\_\_\_\_\_]

\_\_\_\_\_  
Signature of  
Authorized Representative

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Title

---

ANNEX B TO LETTER OF CREDIT  
CERTIFICATE FOR DRAWING  
IN CONNECTION WITH  
PAYMENT OF AMOUNTS  
UNDER THE AGREEMENT

Drawn under Irrevocable Letter of Credit No.: \_\_\_\_\_

The undersigned, a duly authorized representative of the Rockland County Solid Waste Management Authority (“Rockland Green” or the “Beneficiary”) or its Representative, hereby certifies to [Name of Bank] (the “Bank”), with reference to Irrevocable Letter of Credit No. \_\_\_\_\_ (the “Letter of Credit”); terms defined therein but not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Beneficiary as follows:

The Beneficiary is a party to the Materials Recovery Facility Service Agreement between Rockland Green and the Operator, dated as of \_\_\_\_\_, 2022 (the “Service Agreement”) by and between the Beneficiary and \_\_\_\_\_ (the “Operator”).

The Beneficiary is making a demand for payment under the Letter of Credit in the amount of \_\_\_\_\_ United States Dollars (US\$ \_\_\_\_\_) and such amount represents an amount owed to the Beneficiary with respect to an obligation of the Operator under the Service Agreement and does not exceed the Stated Amount.

Payment of the amount described hereby shall be made by wire transfer to the following account: [wire transfer instructions].

The undersigned is the [\_\_\_\_ Title \_\_\_\_] of the Rockland County Solid Waste Management Authority d/b/a Rockland Green, is a duly authorized representative of the Beneficiary and authorized to bind the Rockland County Solid Waste Management Authority d/b/a Rockland Green.

IN WITNESS WHEREOF, the Beneficiary has caused this certificate to be executed and delivered by its Representative as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

ROCKLAND COUNTY SOLID  
WASTE MANAGEMENT  
AUTHORITY D/B/A ROCKLAND  
GREEN

---

Signature of  
Authorized Representative

---

Printed name

---

Title

**APPENDIX E**  
**OPERATIONAL SPECIFICATIONS**

## **Appendix E**

### **OPERATIONAL SPECIFICATIONS**

This Appendix contains technical information regarding the DSR Processing System. This information was provided to Rockland Green by the Equipment Contractor and was included as an Appendix in the Agreement between Rockland Green and the Equipment Contractor. All information and drawings provided in this Appendix is preliminary and for reference. Rockland Green does not guarantee the accuracy of this information.

The Operator shall be provided with all required O&M manuals and as-built record drawings.

Mass balance information on the flow diagrams was based on the specific inbound material composition identified in Appendix K "Historical Tonnages". Performance of equipment is illustrative only. Actual material flows will vary based on the composition of inbound material and the settings of the equipment.

## Appendix E -- Operational Specifications

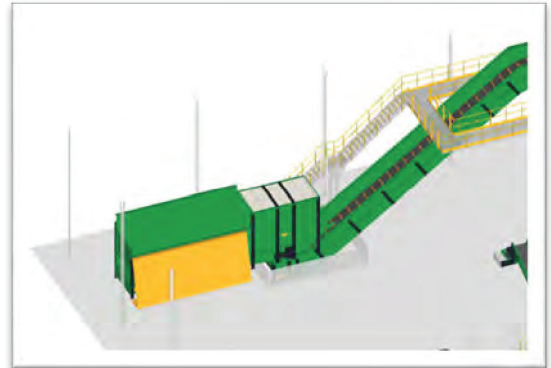
### System Narrative

“Note that all screenshots and images are for illustrative purposes only, in any conflict between these images and the Contract Drawing, the Contract Drawings shall control and be the basis of the contract.”

#### Paper Sorting

##### TIPPING FLOOR AND INPUT:

Residential and commercial fiber streams will be tipped in the building in the area denoted on the drawing as “Residential Tipping Floor” and “Commercial Tipping Floor”. A loader will fill a Bollegraaf Drum Feeder to the appropriate level. This Drum Feeder has the capacity to feed the sorting system for 10 minutes without refilling, assuming a run rate of 30 tons per hour with the established composition. Both the metal feed conveyor and the drum of this feeder are controlled by variable speed, to provide maximum flexibility for run rate and material liberation. The material travels up a shallow incline of 35 degrees to eliminate rollback of material and the subsequent black belt and surges this would cause. Fluctuations of material (surges and lack of material) affect throughput, increase downtime, and cause operational difficulties downstream. Key features of the loading operation include [ collision protection for the drum feeder, a reversing unload feature in the event a large bulky item is fed into the drum feeder and needs to be removed, as well as a direct feed section of the incline conveyor which can be utilized if the drum feeder is down for any reason.

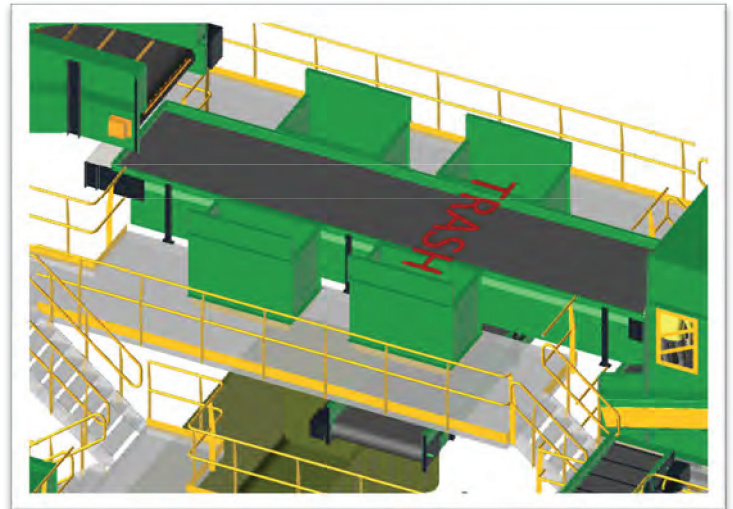


##### PRESORT:

Material from the Infeed Conveyor drops onto the variable speed presort belt where sorters remove the following materials which are dropped through oversized (3' x 4') hopper openings to bunkers/conveyors below:

- Large Trash
- MRP

MRP will be directed to the MRP bin of the container line. Trash will drop onto a conveyor belt that will transfer to the central Trash line. All Trash recovered in the system, including the end of line residue, will combine and be conveyed to one of two compactors (described later in the narrative).



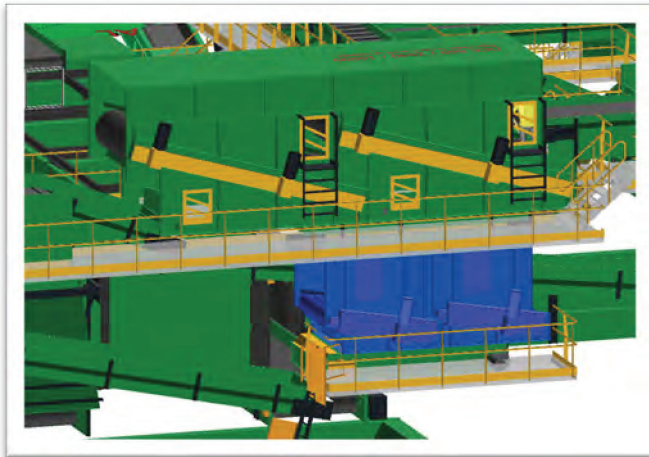
### **OCC SCREEN:**

The traditional OCC (old corrugated cardboard) screen will be responsible for separating the large OCC from the remaining fiber. The long-life, large rubber composite stars allow for greater stream agitation and fewer browns to fall through the screen than steel disks do. The rubber disks ensure a greater recovery of OCC and ultimately a clean ONP product with less browns.

The overs of the OCC screen land on a quality control conveyor where a sorter can remove any non-OCC fiber and place them in a hopper that combines them with the OCC screen unders for further processing. This same sorter can also remove trash and drop it through a hopper onto the central trash line. The clean OCC is then transported to an oversized, conveyor-bottom storage bunker. This bunker is the size typically used in 50 ton per hour sorting lines for extra flexibility.

**NOTE:** This screen has adjustable spacing and replaceable stars. This allows you to keep the screen running at “like new” performance.

### **FINES REMOVAL:**



The unders of the first 1.5 decks of the OCC screen fall onto a 2-Deck 2000mm (6.5') wide Lubo Glass Breaker. This new style fines screen from Lubo is designed with offset, oval shaped shafts to minimize wrapping and jams. This screen allows 2" material to fall through to while minimizing flattened cans or bottles to go through. The fines (unders) from the screen will join with the central trash line and be conveyed to the compactors. The fines material will be conveyed on Trough Idler Conveyors as opposed to standard slider conveyors due to the abrasive nature of glass. This will ultimately extend the life of the conveyor and belting. Just as importantly, it minimizes fines spillage at these conveyors. The fines collected by these conveyors are transferred to residue

as there are relatively little recoverables in this fraction. This was a conscious decision made by Van Dyk based off the provided material composition.

**NOTE:** This new/recently developed screen by Lubo significantly reduces Aluminum and PET loss in the -2" fraction. This is due to a square 2" x 2" screening area instead of a long slot.

## GLASS CLEANUP:

The mixed broken glass and fines from the Van Dyke commingled container line will be conveyed outside and dropped into the metering surge hopper. The metering surge hopper can hold up to six tons of mixed broken glass and can be loaded from the outside as well as receiving the conveyed material from the inside commingled container line. The hopper has abrasion resistant liners to protect the surfaces from the falling broken glass. At the bottom of the hopper is 24 inch wide metering plate feeder with an adjustable door to provide a consistent and metered feed of the glass into the system. The reciprocating plate feeder is 24' wide to prevent bridging and has an adjustable door and variable speed drive to control the feed rate onto the conveyor.

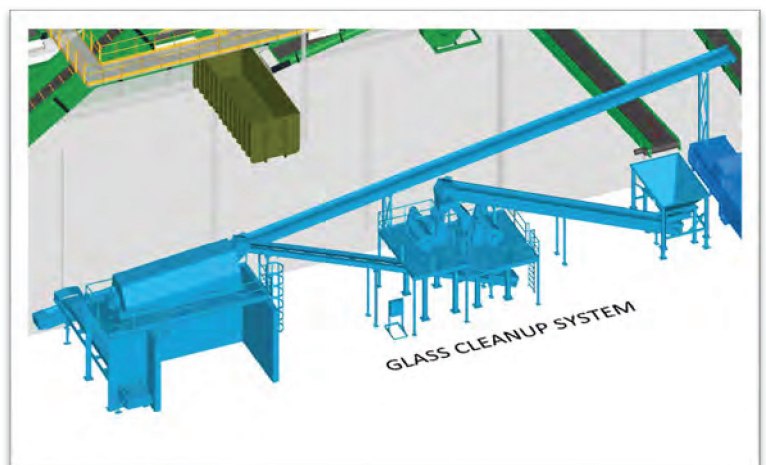
The glass pulverizer infeed, troughing roller conveyor will bring the unprocessed glass up into the glass pulverizer where the flexible impactors-hammers will reduce the glass into a 3/8" minus aggregate, but leave the labels, caps, and other non-glass debris in their original larger form. The glass pulverizer has hinged service doors for ease of maintenance. The hammers can be turned or replaced from the access doors. The liners are bolt in replaceable Hardox steel or chromium carbide overlay for the high wear surfaces. The pulverizer does not have any internal pinch points or screens, so the residue is not ground up with the glass. Most of the pulverized glass is a sand size and over 95% of the glass is 3/8" minus on the first pass. The glass on glass impact insures that the finish aggregate has no sharp edges. The system will process 10 – 20 Tons per hours of mixed glass.

After the pulverizer, the mix of pulverized glass and debris are conveyed to the trommel screen. The trommel screen is 48" diameter by 15 ft. long. The first 10 ft. of the trommel screen will be a No. 4 mesh screen so the pulverized glass sand can fall through and into the bunker below. The last 5 ft. of the trommel screen will have a No. 2 mesh screen (for 3/8" minus glass). The aggregate side glass will fall out of the last 5 ft. of the trommel screen and pass by the paper blower removal system. The light weight paper less than 3/8" will be blown into the residue containment area to combine with the oversized residue that comes out the end of the trommel screen. The trommel screen is completely enclosed with maintenance access doors and rotating spiral brushes to continually clean the screen. The external drive on the trommel is accessible from the maintenance platform and all bearings inside the trommel screen have grease tubes that are acceptable from an eternal point for daily maintenance.

The trommel screen will be mounted over a bunker and the finished pulverized glass will fall into the bunker for accumulation and temporary storage. The oversized residue and paper fluff will combine and fall onto the conveyor that exits the end of the trommel. A screened containment will direct the residue onto the conveyor, separate from the clean pulverized glass, to be conveyed back into the building and up to the residue conveyor that goes into the compactors.

The maintenance platforms will provide access to all motors, and bearing grease lines. The conveyors will include covers, pans, and belt clean access or containment as needed per the specifications.

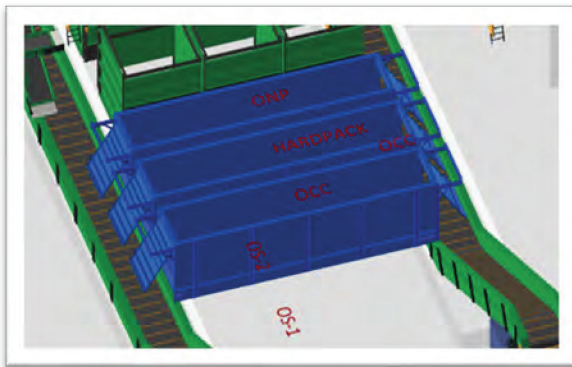
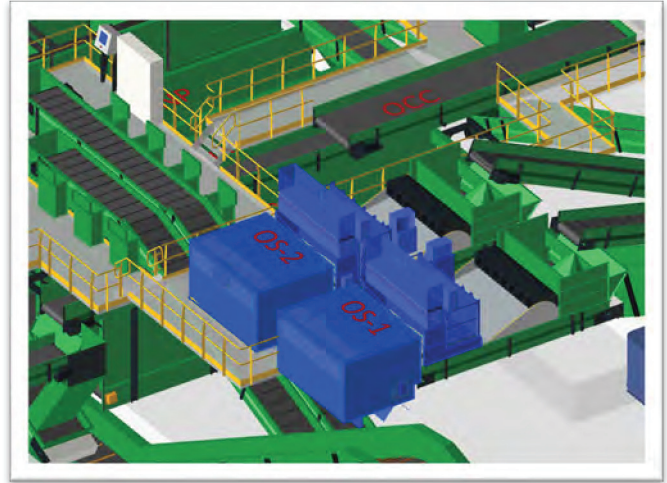
The input for the system will be mixed glass and other non-glass debris. The outputs will be pulverized glass sand and aggregate mix (3/8" minus) and non-glass residue.





### **PAPER RECOVERY:**

Following the removal of 2" Fines from the Glass Breaker, the 2" plus stream is split and conveyed to two 2800mm (9.2') wide Tomra Optical Sorters (#1 and #2). These sorters will be equipped with Deft-air (Air Support), NIR/VIS, and Metal Detection. These two opticals, in parallel, will positively sort all non-ONP. Ejected non-ONP will go to a QC station to remove any containers or trash to ultimately make a hardpack/mixed paper product. The negative stream will also go to a QC station where any remaining containers, OCC, or trash remaining can be removed by sorters. While the scenario described talks about producing a hardpack and ONP, the beauty of this setup is that it is adaptable for markets and inbound fluctuations. With a simple setting change on the HMI, the operator can decide what paper streams to make based on where the markets are. This flexibility is key to being able to adjust to the markets to where they are today, or where they will be in a few years.



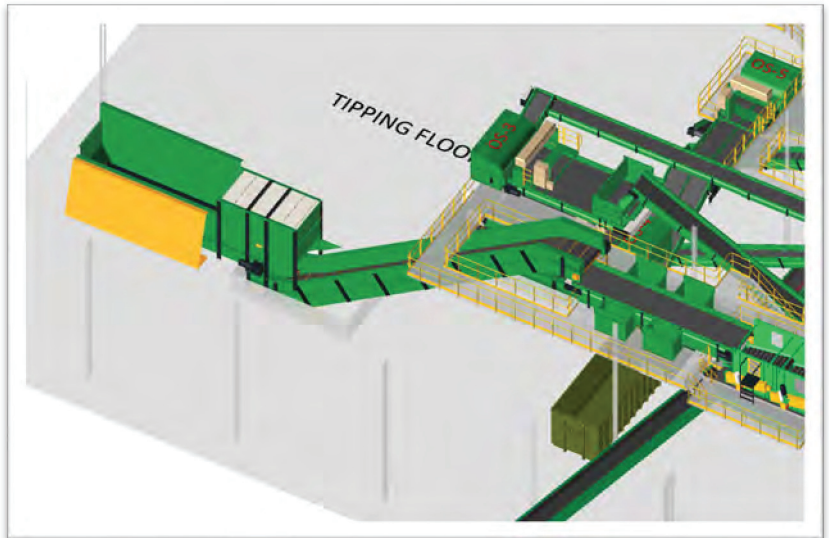
Clean ONP, hardpack, and OCC all end up in automatic bunkers underneath the sorting platform (bunkers are highlighted in the snapshot on the left). Above each bunker there is included a loading conveyor. This reversible conveyor transports the material to the back of the bunker while the bunker creeps forward based on a sensor. When the bunker is full, the bunker is ready to unload. At this point, the loading conveyor reverses and feeds the front of the bunker. This way the system never stops and bunkers empty completely. Once the bunker is empty, the loading conveyor reverses and begins to fill the back again. Without the extra bunker loading conveyor, the bunkers would never fill or empty completely.



## Container Sorting

### TIPPING FLOOR AND INPUT:

The residential container stream will be tipped in the new building expansion. A loader will fill the Bollegraaf Drum Feeder to the appropriate level. The Drum Feeder has the capacity to feed the sorting system for 10 minutes without being reloaded assuming a run rate of 12 tons per hour with the established composition. Both the metal feed conveyor and the drum of this feeder are controlled by variable speed, to provide maximum flexibility for run rate and material liberation. The material travels up a shallow incline of 35 degrees to eliminate rollback of material and the subsequent black belt and surges this would cause. Key features of the loading operation include collision protection for the drum feeder, a reversing unload feature in the event a large bulky item is fed into the drum feeder and needs to be removed, as well as a direct feed section of the incline conveyor which can be utilized if the drum feeder is down for any reason.

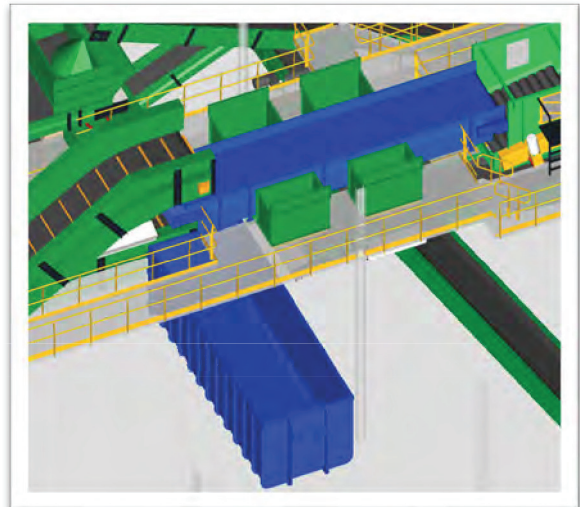


### PRESORT:

Material from the Infeed Conveyor drops onto the variable speed presort belt where sorters remove the following materials which are dropped through oversized (3' x 4') hopper openings to bunkers/conveyors below:

- Mixed Rigid Plastics (MRP)
- Trash

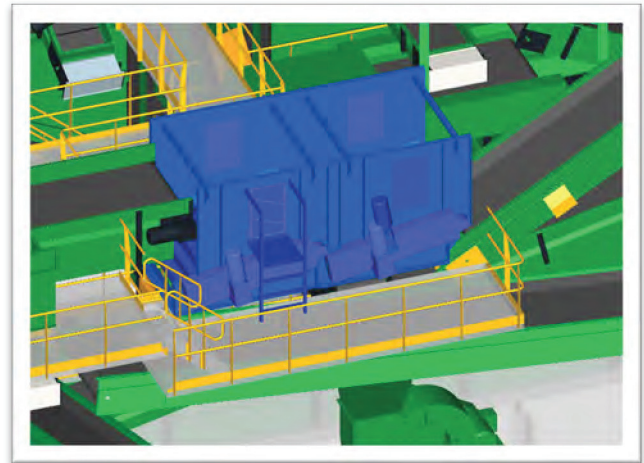
MRP is conveyed to an MRP bin for automatic baling. Trash will drop onto a conveyor belt that will transfer to the central trash line.



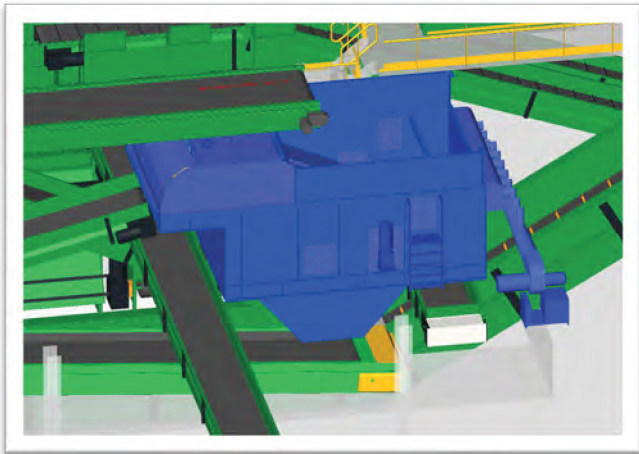
### **FINES REMOVAL:**

Material travels onto a Lubo fines screen to remove 2" and less fraction. See description of screen in from previous section. The glass rich container fines combine with the fiber system's fines and go to the glass cleanup system outside. The glass system was described previously.

**NOTE:** This new/recently developed screen by Lubo significantly reduces Aluminum and PET loss in the -2" fraction.



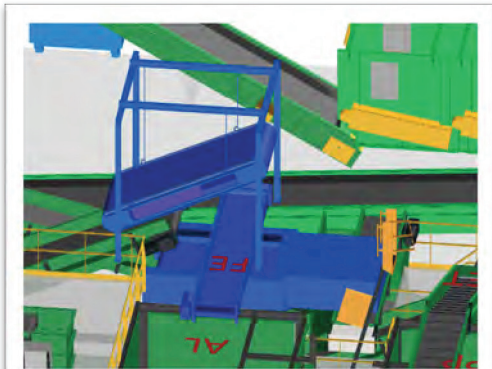
### **CONTAINER CLEANUP:**



for recovery of plastics and metals.

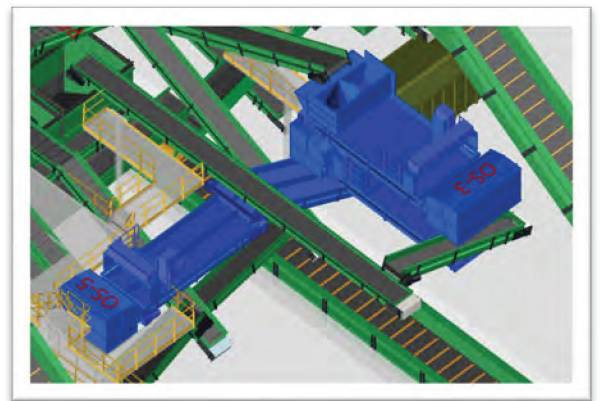
The overs of the fines screen is conveyed to an Elliptical (Ballistic) Separator to completely clean the container stream before the optical sorters. The elliptical is a 3-way separator creating a <2" Fines stream by screening with 2" x 2" squares in the elliptical paddles; sorting out a 2D fraction of plastic film and fiber, and a 3D fraction rich in containers. This 3-in-1 separator is a second chance at recovering glass and also removes film and paper that would otherwise contaminate the container streams. The fines fraction joins the fines from the fines screen and ends up ultimately at the glass cleanup. The 2D fraction consists mostly of plastic film and a little fiber. This stream ends up in the system residue fraction. The 3D fraction of the elliptical is the start of the container line

## CONTAINER SORTING:

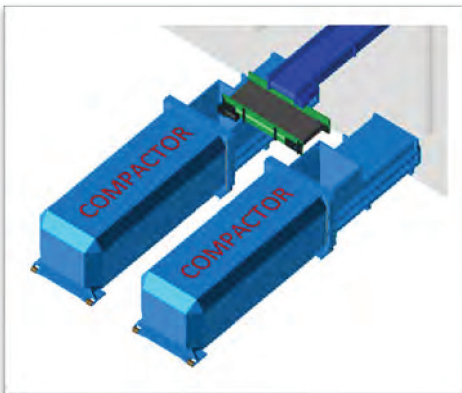


The clean container stream travels first to an Inline Magnet to recover Ferrous Metals. This is directly followed by an Eddy Current Separator to recover Non-Ferrous Metals. NF Metals will be conveyed to a Quality Control Line where a sorter will separate all trash and Non-UBC Aluminum from the stream which results in a clean UBC Grade Aluminum.

The balance of material passes through three Tomra Optical Sorters. The first optical of the container line is a 2800mm wide machine and removes PET. Ejected PET goes to a QC sort. The remaining material falls directly on to a 2000mm wide acceleration conveyor and a second container line optical sorter to recover HDPE. The positively ejected HDPE and the negatives of the of this 2000mm wide optical go to one split track optical sorter. The first lane of this optical ejects HDPE natural from HDPE colored. The second lane of this optical sorter ejects PP. The 3 final products (PP, PE-N, PE-C) go to a final QC sort, while the negatives of the PP track go to a manual sorting line to recover Aseptics, 1-7's, and recover any missed recyclable plastics or metals. The remainder of this material will likely be residue and joins the central trash line.



## COMBINED TRASH LINE:



The residue from both the fiber and container line join to exit the building into (2) compactors. Residue is generated from several locations-

- 1) Manually removed trash from Presorts and QC stations.
- 2) 2D's from the elliptical separator. trash is pulled out.
- 3) The end of the container line.

The (2) compactors are fed one at a time by a reversible conveyor. Using a photo eye, the system is notified when one compactor is filled so that the conveyor automatically reverses to fill the next compactor giving time for the operator to empty the full one.

A series of conveyors hidden below platforming and equipment combine the residue from both lines to the two compactors. Combining the two streams together will help plant operation from an efficiency standpoint. The photo below the various residue conveyors that feed the compactors.



Residuals amounts will be determined by the inbound stream. The way the system is designed, the residuals from the fiber line are removed through the fines screen or by positively picking at QC stations. This means that there will be little residue produced by the fiber line. For the container line, there will be residue produced from pick stations, end of line, and from the glass system. Van Dyk assumed a maximum residue rate of 4 TPH will be produced between the two lines, but in reality, will likely be closer to 3 TPH.

Below are the specifications of the proposed compactor:

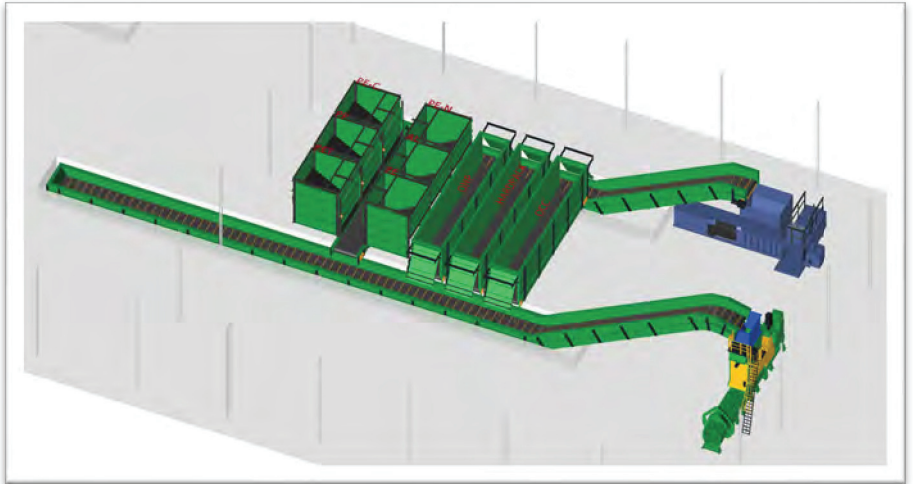
Model Number: RJ-325 HD

Size: 3.15 cubic yards



## **BALING:**

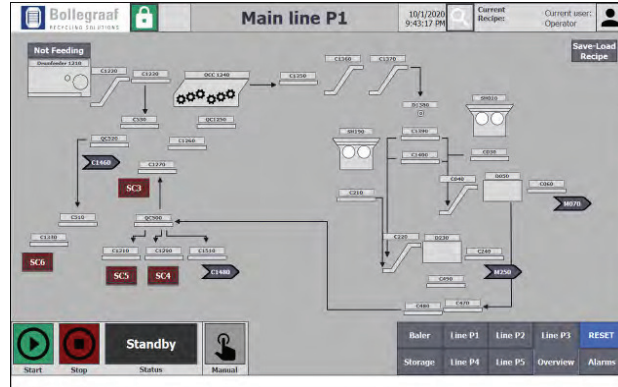
This system has been designed with two balers, a two ram Centurion baler and a Bollegraaf HBC 120-S single ram. All commodities recovered by this system and will be capable of being baled on both balers. A direct feed for clean loads has also been provided for the HBC-120S from the tip floor. The picture below shows the sorted commodity bunkers and the baler feed conveyors. Each bunker can feed either baler to ensure full baling redundancy.



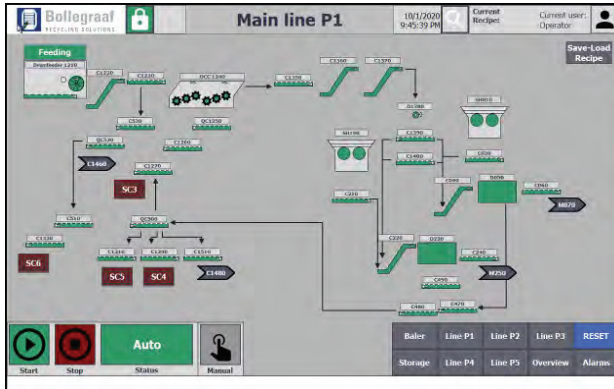
## OVERVIEW :



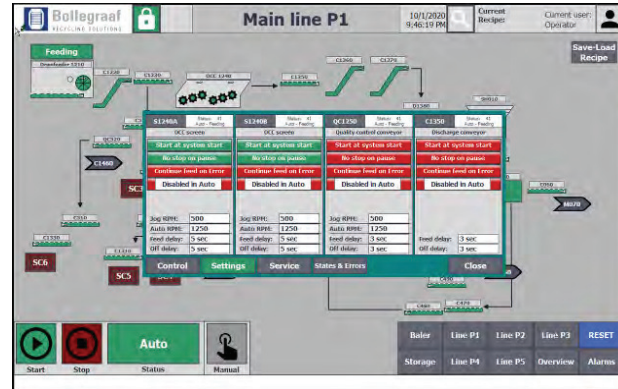
**STANDBY:**



## RUNNING:



### MANUAL CONTROL:



## Technical specifications

Voltage:	3 x 480 V.
Frequency:	60 Hz.
Number of motors:	131
Total of installed motor power	1437
Total Amp	1936

## Staffing Plan

Position #	Position Title	Sorter Responsibility	
			Required # of Sorters
1	Presort- Fiber	Remove Trash and/or Mixed Rigids from the Line	2
2	OCC QC	Remove non OCC and return to the line or residue	1-2
3	Hardpack QC	Remove any non Fiber material and return to residue or container line	2
4	ONP QC	Remove any browns or residue from the stream	2
5	Container Presort	Remove Mixed Rigids or Residue from the Stream	2
6	PET QC	Clean up PET	1
7	PE – C and PE – N QC	Cleanup HDPE	2
8	PP QC	Clean up PP	0-1
9	AL QC	Clean up AL	1
Total Staff			12-14

## STARTUP & TRAINING



Van Dyk Recycling Solutions' senior technician will stay onsite during commissioning, and in addition, a start-up specialist will arrive and help through the training on the system. During the start-up, two weeks of extensive onsite operational, maintenance, and safety training will be conducted. This will be both on-site and in-classroom training on the operation, safety, and maintenance of the system. VDRS' startup specialists provide critical hands-on training for operation, maintenance, and safety procedure. Rockland Green's personnel will be trained on the system front to back—from tipping floor management and how to properly load the drumfeeder,

to preventive maintenance on the baler and how to safely cart away finished bales. QC sorters (where needed) will be trained on where to stand, which materials to focus on, and how to sort efficiently. Your team will gain the knowledge and skills necessary to operate your system safely and consistently to maximize uptime and make cleaner end products. And VDRS will not leave until you are fully confident in that knowledge and skill. VDRS' team is always prepared to stay onsite until you feel fully comfortable taking the reins.

### COORDINATION OF OTHER SUB-CONTRACTORS

VDRS' team will be as flexible as possible. During the installation there needs to be a large amount of coordination between you, the customer, possible building subcontractors, and our installation crew. VDRS will need finished/cured concrete surfaces to place equipment. VDRS will use our own separate cranes/lifting equipment for the project.

### CONSTRUCTION QUALITY & QUALITY CONTROL

All equipment is tested before it leaves the factory. It is assembled at the factory and then disassembled again. During installation, quality is tested again, and after completion we do a dry run and then test run with material.

The Bollegraaf and Lubo factories employ a total of 48 engineers that at the design phase assure that the right type of product, material and design is used, while at the detailed construction phase make sure that all components fit perfectly together. A total of nine engineers at the Bollegraaf and Lubo factories are "Check-Engineers" that perform a quality check on other engineers' work, thus ensuring mistake free designs.

All engineers work in AutoDesk Inventor 3D and an ERP program (Axapta) is used for detailed routing and logistics. All software is subjected to a rigorous test using simulation software, thus already establishing an initial performance of your plant in the factory.



All major components of a plant, such as balers and TOMRAs, are assembled in the factory and are dry-run during a performance test. All electrical is already pre-wired at the factory and only needs to be reconnected during the installation. After passing a quality control program with extensive checklist items, components are then disassembled into 40ft sections for transportation. When your plant is assembled at your site, Van Dyk does not use welding to connect sections, but rather, components are bolted together.

All of the above assures that a properly designed and expertly installed product with consistent quality ends up in your plant.

The VDRS support team during specific phases of the project after installation:

Dry - Commissioning	Wet - Commissioning	Start-up	Plant Operation
<ul style="list-style-type: none"> <li>• 1 Project manager</li> <li>• 1 Electrical specialist</li> <li>• 1 Install. supervisor</li> <li>• 1 TOMRA specialist</li> <li>• 3 Install. specialists</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Project manager</li> <li>• 1 Electrical specialist</li> <li>• 1 Install. supervisor</li> <li>• 1 TOMRA optimizer</li> <li>• 1 Start-up specialist</li> <li>• 1 Install specialist</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Project manager</li> <li>• 1 Electrical specialist</li> <li>• 1 Install. supervisor</li> <li>• 1 TOMRA specialist</li> <li>• 1 TOMRA optimizer</li> <li>• 1 Customer trainer</li> </ul>	<ul style="list-style-type: none"> <li>• 1 Project manager</li> <li>• 1 Electrical specialist</li> <li>• 1 TOMRA specialist</li> <li>• 1 Customer trainer</li> <li>• 2 On call</li> </ul>
VDRS Team Members: 7	VDRS Team Members: 6	VDRS Team Members: 6	VDRS Team Members: 7

VDRS stays on site until customer is comfortable.

## LIFETIME SERVICE AND SUPPORT

Once VDRS' team leaves the processing up to you, Van Dyk will never be far away. VDRS offers customer service, including free technical phone support, for the lifetime of every piece of equipment Van Dyk sells. Rockland Green will have access to up to five expert technicians fielding troubleshooting calls 24/7, every day of the year, at no charge to you. VDRS solves 97% of customer issues over the phone, for free, without scheduling costly site visits. But it is only because of VDRS' large and extensively trained staff that can provide this service—Rockland will not find this level of customer dedication from any other supplier.

Should an issue arise that does require an on-site visit, VDRS is positioned to ensure that your needs are met as soon and as affordably as possible. VDRS has 30 service technicians stationed in areas throughout the U.S. and Canada, so there will always be a technician within four hours of your plant. VDRS immediately assigns a nearby tech to you so he can be there quickly and keep potential costs to a minimum.

With this order, VDRS also included one free unit of our newest customer service device: **VAN DYK**



**VISION-AR™.** Van Dyk Vision-AR is designed to further increase our support capabilities and the speed with which Van Dyk can serve you. Van Dyk Vision-AR is a streaming, file sharing, and augmented reality device convenient enough to clip to a hardhat. Your mechanic wears a headset that includes a tablet computer the size of an eyepiece, a camera, speakers, and a microphone. You can use the headset to place a call to our service department, and your camera allows our service desk to stream your field of vision to help solve problems where visual understanding may facilitate troubleshooting

better than a regular phone call. If VDRS can see exactly what you see, VDRS can solve your issue in even less time. The augmented reality allows our service technicians to visually specify directions that might otherwise be confusing, such as circling the right switch to adjust. Your mechanic will see the circled part through their eye piece. The tablet also allows relevant file sharing such as pictures, videos, schematics, and machine manuals. Customers with Van Dyk Vision-AR receive priority phone service (skip the queue and never hold) and have their issues addressed immediately. Van Dyk Vision-AR is an \$8,900 value, **yours free.**

## SPARE PARTS



Spare parts for VDRS' equipment are stored in and ordered from VDRS' extensive parts warehouse in Norwalk, CT. VDRS' Parts Distribution Center stocks over \$19 million in parts, including over 15,000 different part skus. VDRS' inventory is larger than our annual part sales, which shows Van Dyk's commitment to ensure that all parts are available and in stock for immediate delivery. VDRS never wants Rockland Green to be without a critical part for more than 24 hWes, so we cut down the lead time by storing the parts in our distribution center and offering overnight shipping and same-day delivery via courier service. VDRS' Parts Distribution Center is open for emergency parts shipment 7 days per week, 365 days per

year. If a part is needed on a Saturday, Sunday or a holiday, VDRS will get it to Rockland Green.

To make ordering parts easier, VDRS has an online parts ordering system called Van Dyk Direct. This Amazon-style subsite allows Rockland Green to conveniently browse an online catalog for parts, get quotes, place orders, and track shipments. Rockland Green can search through all parts in Van Dyk's extensive warehouse (over 15,000 skus) by keyword or category. Each sku displays multiple, high quality pictures of the part and its specifications so you can be sure you are ordering what you need. With a few clicks you can place an order or generate a quote within minutes. Orders and quotes will be saved indefinitely for easy reference.

## VALUE ADDED CONSIDERATIONS

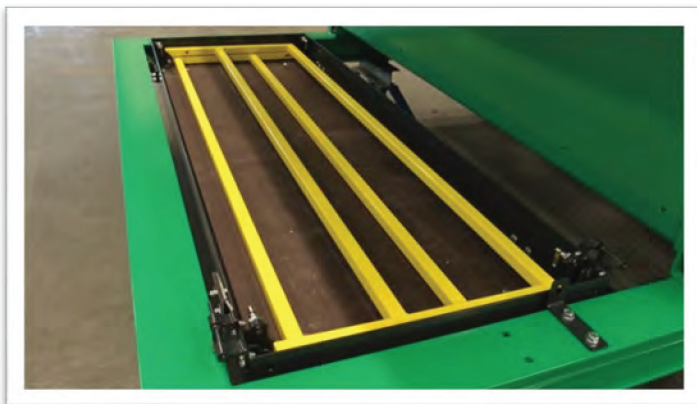
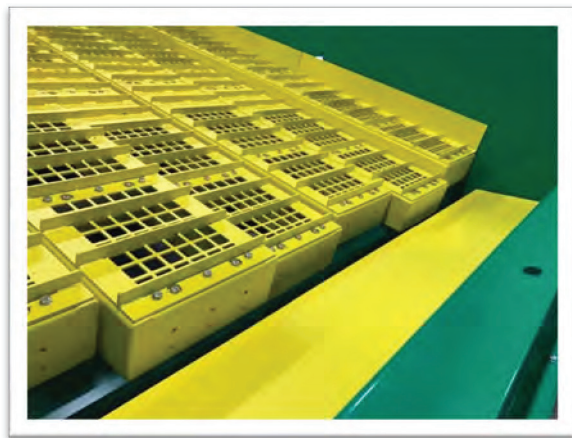
Multiple safety improvements have been developed recently that will be utilized in the new system for Rockland Green. These consist of, but are not limited to:

1. Walk Across Maintenance Platform with Railing for Optical Sorters. (NO CRAWLING ON BELTS)
2. Movable Maintenance Platform to access inside of Elliptical Separator and Hinged Safety Platform.
3. Remote Control for System to allow Operator to walk System and see Equipment while adjusting equipment.
4. Deftair (Optical Air Support)
5. Trough Slider Conveyor (No Skirting)
6. Drum Feeder with Collision Protection and Reverse Unloading
7. New Style Glass Breaker
8. Chain Conveyors with Higher Sidewalls
9. Bollegraaf Baler on Supports (No Needle Pit)- Bollegraaf baler on concrete pad (concrete pad to be supplied by Rockland Green), (no needle pit)
10. Tomra AS5 Optical Sorters
11. Van Dyk Vision
12. Van Dyk Direct
13. VDRS will include chute at the AL Quality Control station to allow for sorting of non-ferrous metals into a self-dumping hopper.
14. Design shall allow for ease in future addition of overhead belt magnet on conveyor #1080
15. Design shall include chute on HDPE-C Quality control station to capture MRP to MRP bin
16. Include chute on the "last chance" sort station to capture UBC to UBC bin.
17. The PET optical sorter will have the capability of detecting thermoform PET.

**Optical Sorter Maintenance Platform**  
*No crawling on belts to clean or maintenance*



**Movable Maintenance Platform Inside Elliptical**

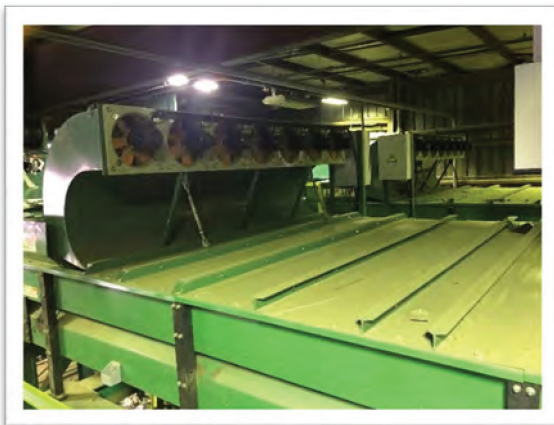




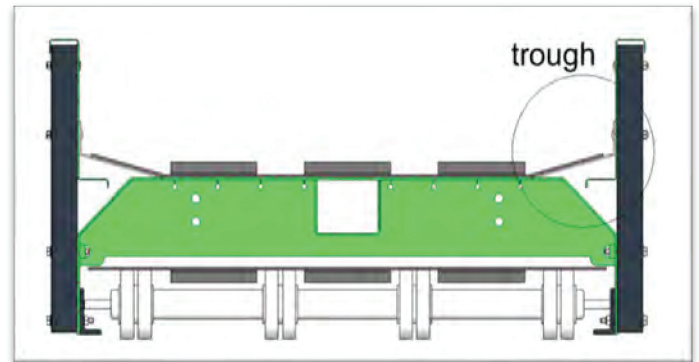
## Remote Tablet System Controls



## Deft Air / Airbooster *Eliminates Floating Film and Paper*



## Replaceable Trough Style Slider Conveyors (No Skirting!)

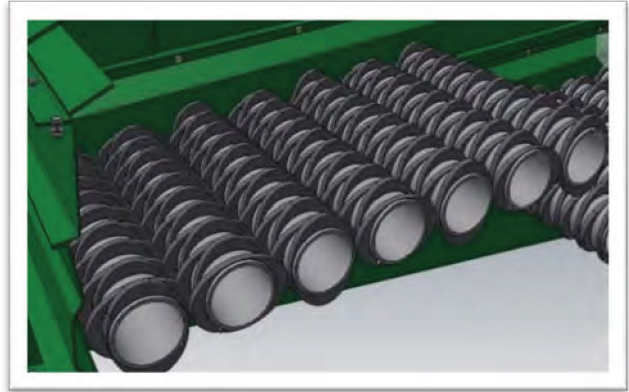


## Drumfeeder with Collision Protection and Reverse Unloading

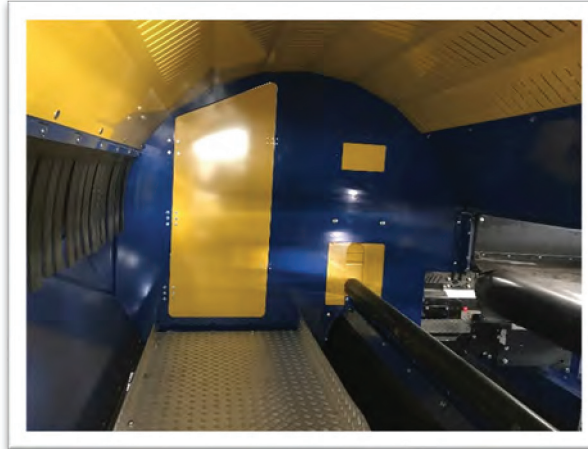
*No need to dig out your drum feeder*



## New Style Glass Breaker Screen



## Optical Sorter Hoods with Easy Access Maintenance Platform and Air Vents





### Bollegraaf Baler on Supports (no needle pit)



### New TOMRA AS5



The screenshot shows the Van Dyk direct website. The top navigation bar includes a search bar, a 'My Products' button with a right-pointing arrow, and a dropdown menu. The dropdown menu is open, showing 'MY PRODUCTS' at the top, followed by a list of product categories: HYDRAULIC OIL, OEM CONVEYOR BELTS, TROUGH CONVEYORS ON KITS, SAUER, BEARINGS, CONVEYOR, CONVEYOR, CONVEYOR, DRUM FEEDER, EDDY CURRENT, ELECTRICAL, ELLIPTICAL SOYER, HARDWARE, HYDRAULICS, OTHER, PLATFORM & RAILING, SHROODERS, STAR SCREENS, TITICH, VIBRATORY FEEDERS, and WALKER. Below the navigation bar, there are several product category tiles: 'VAN DYK RECYCLING SYSTEMS' with a 'Learn more about us' link and a 'CLICK HERE' button, 'HYDRAULIC OIL DELIVERY', 'OEM CONVEYOR BELTS', and 'TROUGH CONVEYORS'. At the bottom, there are three main sections: 'My Products' (Search & browse products), 'My Account' (Edit billing, contact, & address info), and 'Favorites Lists' (Manage your product lists).

A    B    C    D    E    F    G    H    I    J    K    L

A Wifi enclosure box  
 B Hard hat  
 C Carrying case  
 D Headset  
 E Noise-canceling headphones  
 F Plug  
 G USB cable  
 H Power cord  
 I Clips  
 J Multi-battery charger  
 K 3 Rechargeable batteries  
 L Extension cord

## A Supplemental Information

### Exceptions to Technical Specifications

- a. The Polypropylene quality control station only can return material to trash.
- b. VDRS did not include a third fine screen and the reasoning is described in the response to question 27.
- c. Sorting Cabins are included at pre-sort stations only.
- d. VDRS has utilized the RRT material density sheet as the basis of design for density assumptions.



Density sources.pdf

- e. This is not an exception, but a consideration for Rockland Green. It will be possible for Rockland Green to feed commercial material across the fiber line and upgrade / clean the commercial fiber for price upgrades. VDRS feels that with the historical tonnages provided by the County there will be plenty of capacity to run commercial material over the fiber line.
  - f. The Harris baler can make bales of AL at 1200 lbs, but 1400 lbs is a stretch. That is the only exception for the Harris baler.
- B. Each major piece of equipment is now enumerated including the glass system. Please see enclosed equipment list.
  - C. The magnets and eddy current and all specifications are listed in the response to clarification question 28.
  - D. The 2 Ram Centurion baler and all specifications are listed in the response to clarification question 28.
  - E. The sorting cabin information is found in the response to clarification question 11. Yes, the sorting cabin suppliers are fully aware that HVAC will be provided by the building contractor and we will prepare the sorting cabins for the HVAC requirements.

Van Dyk has several unique methods of parts ordering.

- 1) There is always the option of calling into VDRS headquarters in Norwalk, CT. At 203-967-1100, VDRS has a spare parts team that will answer your call 24 hours a day, 7 days a week, 365 days per year. Orders can be placed direct through Van Dyk's team.
- 2) Recently, VDRS has implemented a service called Van Dyk Direct. This program is considered to be the Amazon of the recycling industry for spare parts. All of Rockland Green's equipment will be uploaded into a directory where your staff can login and order parts online.

The minimum 95% recovery of glass crushed to minus 3/8 inch and a minimum 98% recovery for all glass will be met by VDRS for several reasons.

- 1) VDRS is providing a double deck glass breaker that will screen out glass 2" minus and also provide a breaking function of full bottles. The majority of glass will be screen at this location.
- 2) There is a secondary screen function at the elliptical sorter that also has 2" minus screening to ensure that 98% of the glass is removed from the system.
- 3) Andela will take this removed glass and using redundant pulverizers will break the glass down to the crushed glass 3/8 inch minimum. Please see the enclosed drawings of the glass system along with references from Andela Products glass cleanup systems.



Andela ISO WITH  
DUST COLLECTION 2.



Andela ISO W DUST  
COLLECTION.PDF



Andela DUAL GP2  
SYSTEM W SEPARATC



Andela Pulverizer  
System References.pd

- 4) As part of the glass system, VDRS will also be supplying a Forsberg destoner to remove any light material from the glass stream. This will include all light paper, plastics, etc. Please see a detailed description of the destoner here.
- 5) For clarity and understanding of the glass system, please see the enclosed process flow of the glass system below.

VDRS complies with the requirement of section 01100 3.4.4, except on PP QC. This station only has access to trash, but VDRS is also aware that in most plants the PP QC line is not manned for QC. Also, the way section 3.4.4 reads is potentially for positively picked commodities and QC would be trash. VDRS is providing far more capability than this with the inclusion of Van Dyk's optical sorters. Therefore, VDRS is OK with this exception. Please see the table below that details the options for each QC station-

QC Area	Commodities
Presort Fiber	MRP / Trash
Presort Containers	MRP / Trash
OCC	News / Trash
Fiber QC	Trash / OCC / Containers
PET QC	Trash / 3-7's
PP QC	Trash
PE-C QC	Trash / PE-N / MRP
PE-N QC	Trash / PE-C / MRP
AL QC	Trash / Container Return
Mixed Plastic Line / Recovery	3-7's, PET, PE-C, PE-N, PP, AL

For clarity, please list each storage bin provided for each container type and the storage capacity of each in cubic yards.

Please see the table below-

Material Type	Bin Type	Volume (cubic yards)
PET	Gravity	52.44
PE-N	Gravity	43.82
PE-C	Gravity	43.82
PP	Gravity	43.82
1-7's	Gravity	20.93
MRP	Gravity	43.82
Aseptics	Gravity	20.93
AL	Gravity	47.48
FE	Gravity	43.82
OCC	Auto Conveyance	95.87
ONP	Auto Conveyance	95.87
Hardpack	Auto Conveyance	95.87

- Please note that the smaller sized bunkers for Aseptics and 1-7's can make a bale.

*Section 14500 and 14650. Provide the requested information and details for the proposed manufacturer and model number confirming all requirements are to be met and the supporting documentation, in particular paragraph 1.6 and 1.7.*

Section 14500 (Eddy Current)

Steinert NES 150 220 E 50055

Non-ferrous Metals Separator

Working width: 60"

- Right Hand Drive Side
- 10 poles eccentric magnetic system
- Radial adjustment of the magnetic system
- Belt w/ Cross Cleat/Rib
- 5.5 Kw rotor motor
- 3.0 Kw belt gear motor
- Rotor Parameters - Must Not Exceed 2610 RPM!
  - > 20 Hz minimum at 600 RPM
  - > 87 Hz maximum at 2610 RPM
  - > Ramp up time - 60 Seconds
  - > Ramp down time - 60 Seconds
- Belt Parameters
  - > 18 Hz minimum at 1.0 m/s
  - > 44 Hz maximum at 2.5 m/s
  - > Ramp up time - 5 Seconds
  - > Ramp down time - 5 Seconds

ALK 150 120

Material discharge with inspection holes with short splitter

- 200mm Hood Extension

References:

Germantown WI, John Schultz Plant Mgr. jschult4@wm.com 2M wide ECS

KC Deffenbaugh, Michelle Martin, Plant Mgr. mmartin@wm.com 1.5M wide ECS

Pioneer Recycling, Tacoma, WA, Don Childs Ops Mgr, donchilds@pioneerrr.com 1.5M wide ECS

Hamm Recycling, Perry, KS. Charlie Sedlock, Director, Charlie.sedlock@nrhamm.com. 1.5M wide ECS

All material is Curbside Single Stream

#### Section 14400 (Magnet)

Steinert Overband Suspension Electromagnet

Magnet Block: L 67" X W 53"

4.0 kW belt gearmotor @ 7.2 Amps

ANOFOL Air Cooled Electro-Coi

4.0 kW Motor (Control by Others)

EP400/3 Belt

Standard Vulcanized Cleats: 40mm

Belt Speed (Fixed): 2.1 m/s (415 FPM)

Coil Voltage: 138 VDC/65 A

UL Listed Motor

Right Hand Drive Side

Rectifier 138 V / 65 A

#### Section 14650 (2 Ram Centurion Baler)

##### STANDARD FEATURES OF CENTURION

Two (2) 100 HP (75 Kw) Main Motor

Eight (8) Pump Hydraulic System

Programmable Controller with Diagnostics

Independent Strapper Power Unit

13 In (330 mm) Bore Main Cylinder

Air-to-Oil Cooler and Oil Heater

Bale Door/Relief System One Set of Photo-Eyes

Automatic Strapper – Accent 470 / 12 ga. Bale Table (5ft. Long)

Conveyor Controls (10HP) Ethernet Remote Access

With replaceable high abrasion resistant Hardox 500 Liners

Baler is designed so the door can be used or not used - plug bale capable

##### HYDRAULIC

Main Pumps 596 GPM (1920 liters/min @ 50 Hz) Total Pump Flow

System Pressure 3500 PSI (241 BAR)

Main Cylinder 13 In (330 mm) Bore

Ejector Cylinder 9 In (230 mm) Bore

Pre-Compression Lid Cylinder 8 In (203 mm) Bore (Optional)

Bale Door Cylinder 8 In (203 mm) Bore

Total Force 464,300 LB (211 Metric Tons)

Ram Face Pressure 276 PSI (19 BAR)

Oil Reservoir 1400 Gallon (5300 liters)

Filtration 5 Micron Replacement Element Filter

Accent 470 Wire- Tire

##### ELECTRICAL

Main Motor Two (2) 100 HP (75 Kw), 1750 RPM (1450 RPM), 460 (400) Volt,  
60 (50) Hz, 3 Phase, TEFC, High Efficiency, Wye-delta starting

Cooler Pump/Strapper Motor 20 HP (15 Kw), 460 (400) Volt, 60 (50) Hz, 3 Phase

Cooler Fan Motor 7.5 HP (5.6 Kw), 460 (400) Volt, 60 (50) Hz, 3 Phase



## PERFORMANCE

Bale Size 45 In (1143 mm) Wide x 31 In (787 mm) High x

62-64 In (1575-1626 mm) Length

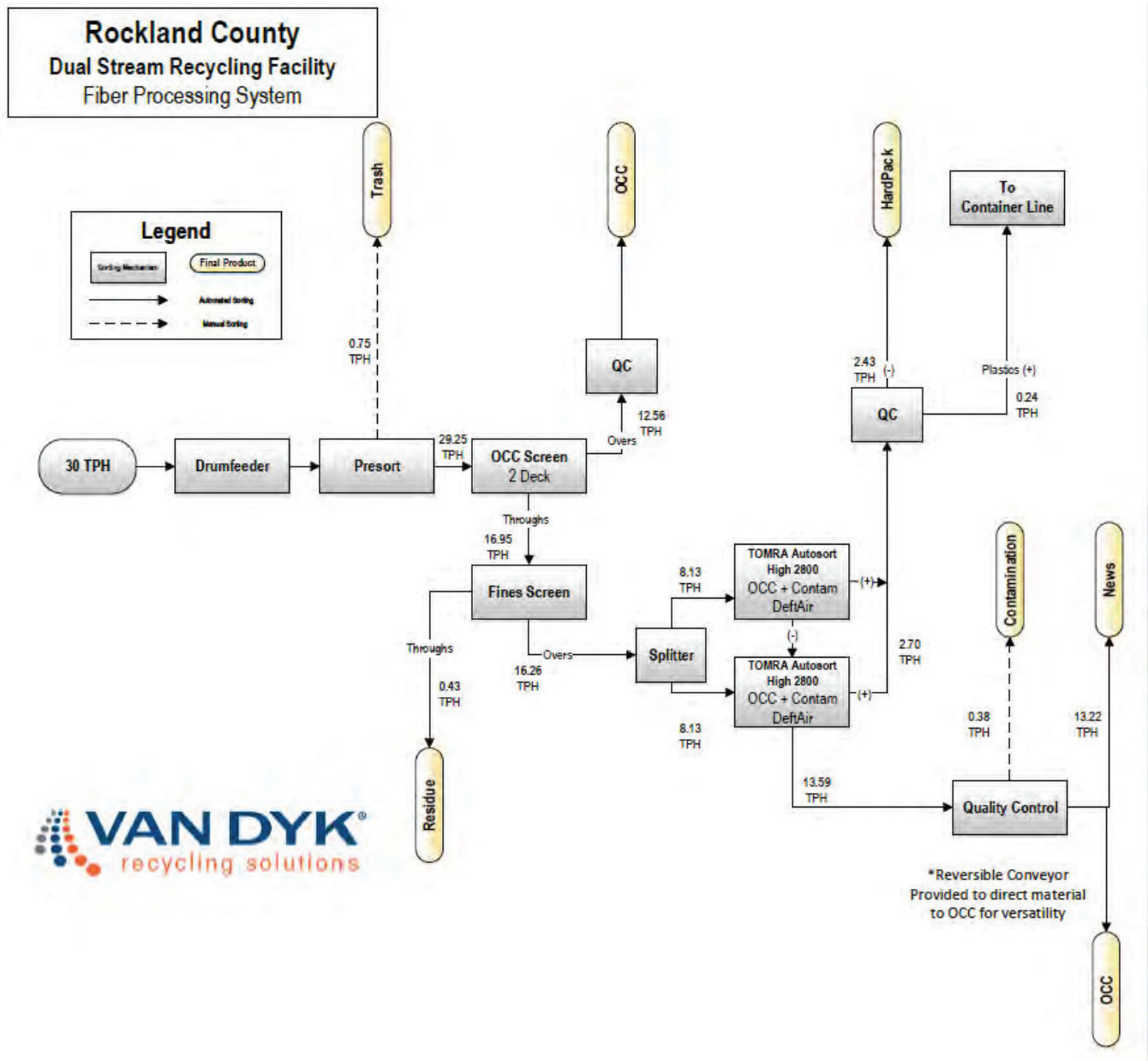
Bale Volume 50 Cubic Feet (1.4 Cubic Meters) Expanded Approximate

Cycle Time 10 (12 @ 50 Hz) Seconds (no Load – Main Cylinder Only)

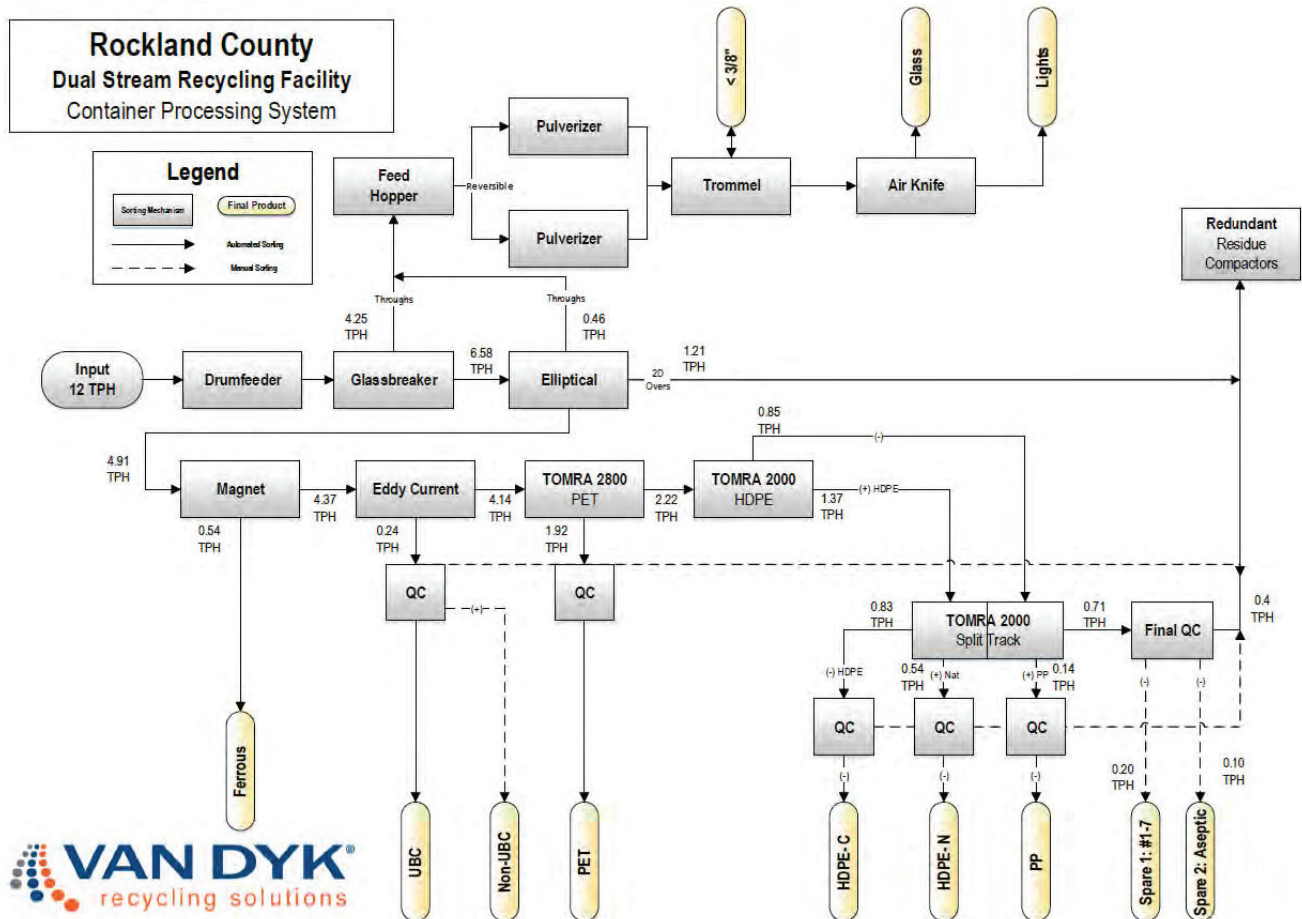
Material	MATERIAL INPUT DENSITY	BALE WEIGHT	DENSITY BALED	OUTPUT No LID TPH	OUTPUT W/LID TPH
*OCC	2-5 lb/ft <sup>3</sup> 48-80 kg/m <sup>3</sup>	up to 1550 lb up to 704 kg	up to 31 lb/ft <sup>3</sup> UP TO 496 kg/m <sup>3</sup>	UP TO 25 TPH UP TO 18 MT/HR	UP TO 25 TPH UP TO 18 MT/HR
*NEWS	4-8 lb/ft <sup>3</sup> 64-128 kg/m <sup>3</sup>	up to 1700 lb up to 770 kg	up to 34 lb/ft <sup>3</sup> UP TO 544 kg/m <sup>3</sup>	UP TO 34 TPH UP TO 25 MT/HR	UP TO 36 TPH UP TO 27 MT/HR
*UBC	1.5-4.5 lb/ft <sup>3</sup> 24-72 kg/m <sup>3</sup>	UP TO 1200 LB UP TO 545 KG	up to 24 lb/ft <sup>3</sup> UP TO 384 kg/m <sup>3</sup>	UP TO 15 TPH UP TO 11 MT/HR	UP TO 16 TPH UP TO 12 MT/HR
*PET	1-2 lb/ft <sup>3</sup> 16-32 kg/m <sup>3</sup>	UP TO 1450 LB UP TO 659 KG	up to 28 lb/ft <sup>3</sup> UP TO 448 kg/m <sup>3</sup>	UP TO 8 TPH UP TO 6 MT/HR	UP TO 14 TPH UP TO 10 MT/HR
*TIN CANS	4-6 lb/ft <sup>3</sup> 64-96 kg/m <sup>3</sup>	UP TO 2400 LB UP TO 1090 KG	up to 48 lb/ft <sup>3</sup> UP TO 768 kg/m <sup>3</sup>	UP TO 25 TPH UP TO 18 MT/HR	UP TO 25 TPH UP TO 18 MT/HR
*Misc. ALUMINUM	2-4 lb/ft <sup>3</sup> 32-64 kg/m <sup>3</sup>	UP TO 1800 LB UP TO 818 KG	up to 36 lb/ft <sup>3</sup> UP TO 576 kg/m <sup>3</sup>	UP TO 7 TPH UP TO 5 MT/HR	NA
*FILM	1-3 lb/ft <sup>3</sup> 16-48 kg/m <sup>3</sup>	UP TO 1900 LB UP TO 863 KG	up to 38 lb/ft <sup>3</sup> UP TO 608 kg/m <sup>3</sup>	UP TO 15 TPH UP TO 11 MT/HR	UP TO 20 TPH UP TO 15 MT/HR
*SOLID WASTE	8-12 lb/ft <sup>3</sup> 128-192 kg/m <sup>3</sup>	UP TO 2400 LB UP TO 1090 KG	up to 48 lb/ft <sup>3</sup> UP TO 768 kg/m <sup>3</sup>	UP TO 46 TPH UP TO 34 MT/HR	UP TO 48 TPH UP TO 36 MT/HR
*RDF	10-15 lb/ft <sup>3</sup> 160-240 kg/m <sup>3</sup>	UP TO 2400 LB UP TO 1090 KG	up to 48 lb/ft <sup>3</sup> UP TO 768 kg/m <sup>3</sup>	UP TO 50 TPH UP TO 37 MT/HR	UP TO 50 TPH UP TO 37 MT/HR

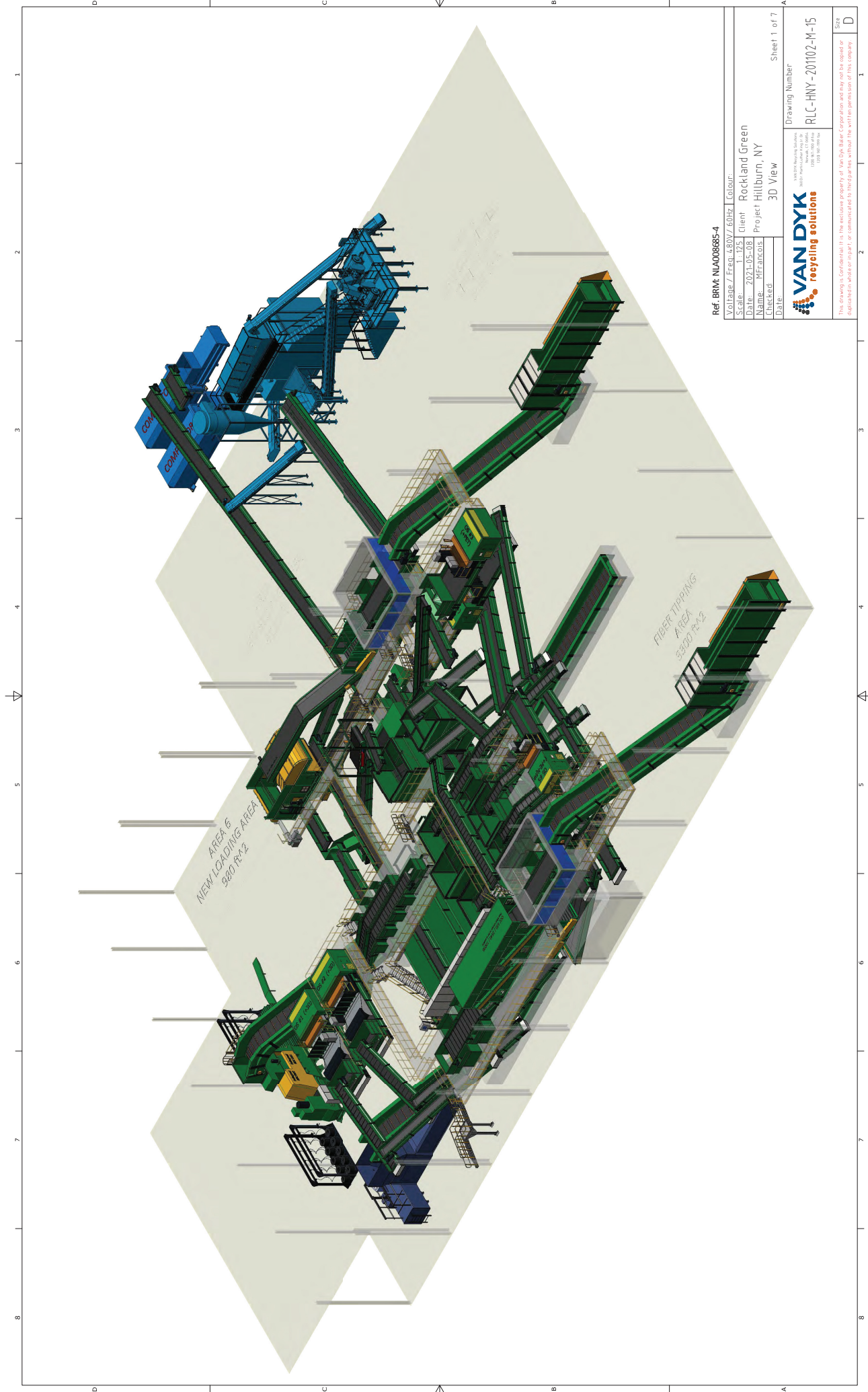
Main Enclosure	NEMA 12 (IP 55) rated enclosure containing power circuit breaker, across the line motor starter, 24 Volt DC control transformer and the programmable logic controller (PLC) wired to conveniently located and numbered terminal blocks.
Operator's Console	Operator's Console will have a touch screen with Interface to control the Baler's Manual, Semi-Automatic or Automatic repeat functions wired to conveniently located and numbered terminal blocks. Main pressure and oil temperature indication are provided for Diagnostics.
Control Switches	Proximity Type Limit Switches control the position of the main rams protectively mounted to prevent scrap or waste from hindering operation.
Photocell	Infrared Type, 0-15 seconds adjustable time delay for the utilization of the automatic-repeat function.
Wiring	All wires are marked at both ends with oil-resistant markings and are protected in steel conduits except in areas where adjustment is required and then are protected by flexible conduit. Design of conduit layout is such as to provide moisture wicking from critical components.

## Attachment 1: Process Flow Diagram



## Appendix M, Attachment 1: Process Flow Diagram





Ref: BRM: NUA008685-4

Voltage / Freq: 480V / 60Hz | Colour:

Scale: 1:125 | Client: Rockland Green

Date: 2021-05-08 | Project: Hillburn, NY

Name: Mfrancois

Checked:

Date:

3D View

Sheet 1 of 7

Drawing Number

RLC-HNY-201102-M-15



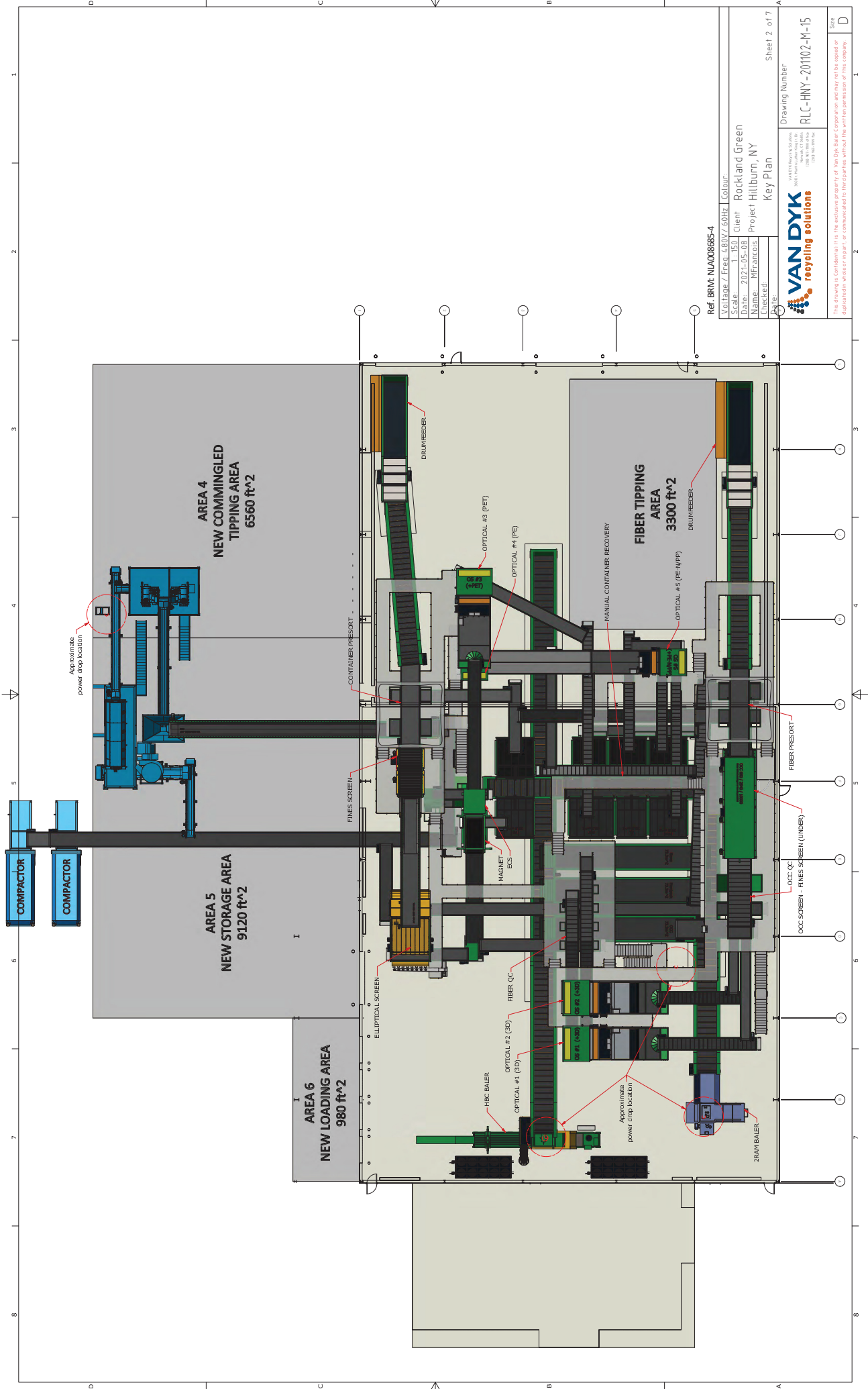
1000 West Broadway, Suite 200  
Hillburn, NY 12528  
Tel: 845.369.4400  
Fax: 845.369.4401  
www.vandykrecycling.com

This drawing is Confidential. It is the exclusive property of Van Dyk-Baker Corporation and may not be copied or reproduced in whole or in part, or communicated to third parties, without the written permission of this company.

Scale

D





Ref: BRM: NUA00885-4

Voltage / Freq: 480V / 60Hz | Colour: Rockland Green

Scale: 1:150 | Client: Hillburn, NY

Date: 2021-05-08 | Project: Hillburn, NY

Name: Mfrancois

Checked: [Signature]

Drawn: [Signature]

Key Plan

Sheet 2 of 7

**VAN DYK**  
recycling solutions

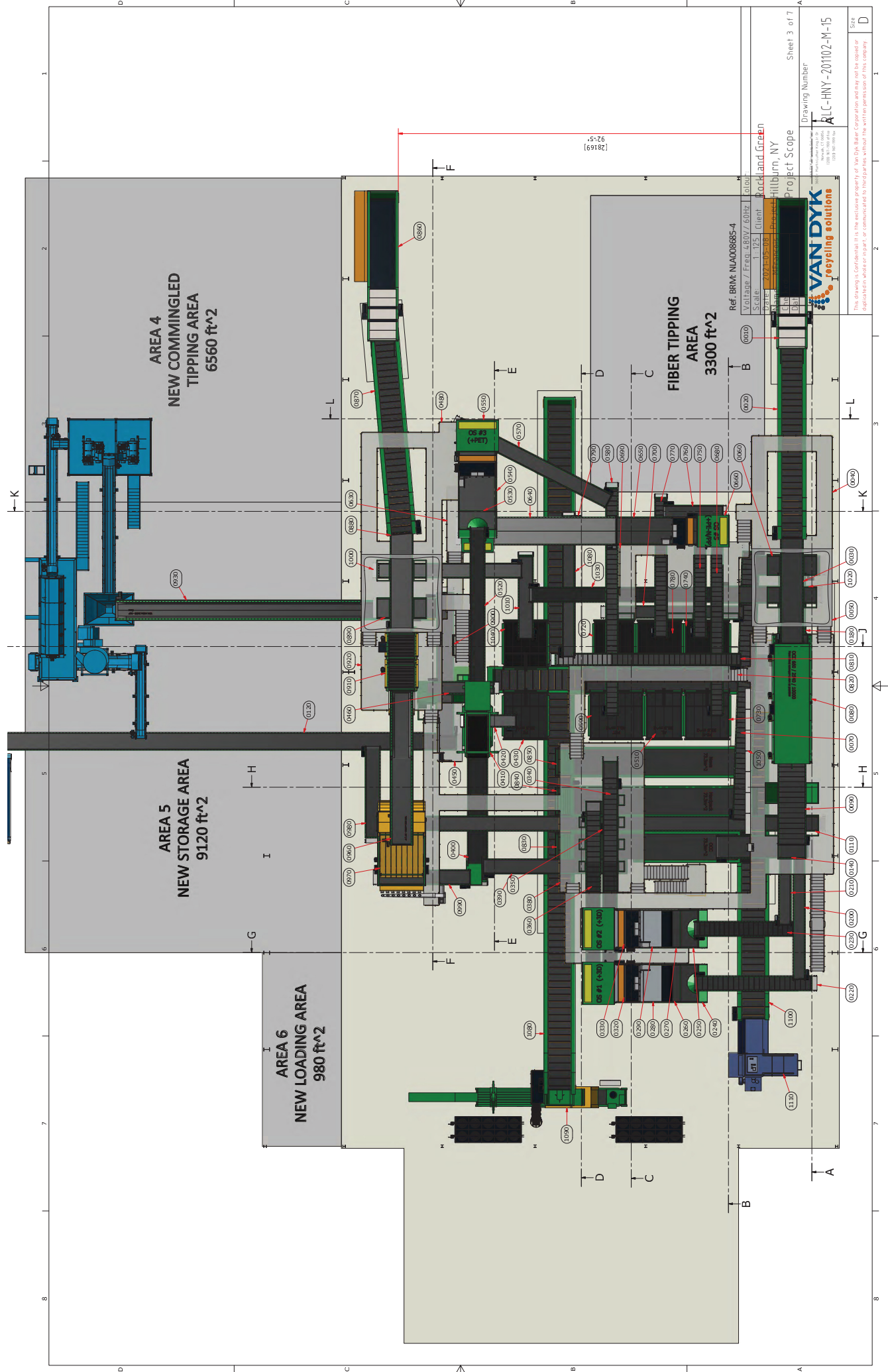
1000 Van Dyke Avenue  
Hillburn, NY 10922  
(845) 885-1100

This drawing is Confidential. It is the exclusive property of Van Dyke Baler Corporation and may not be copied or  
reproduced in whole or in part, or communicated to third parties, without the written permission of this company.

Sheet 2 of 7

RLC-HNY-20102-M-15

Rev: D

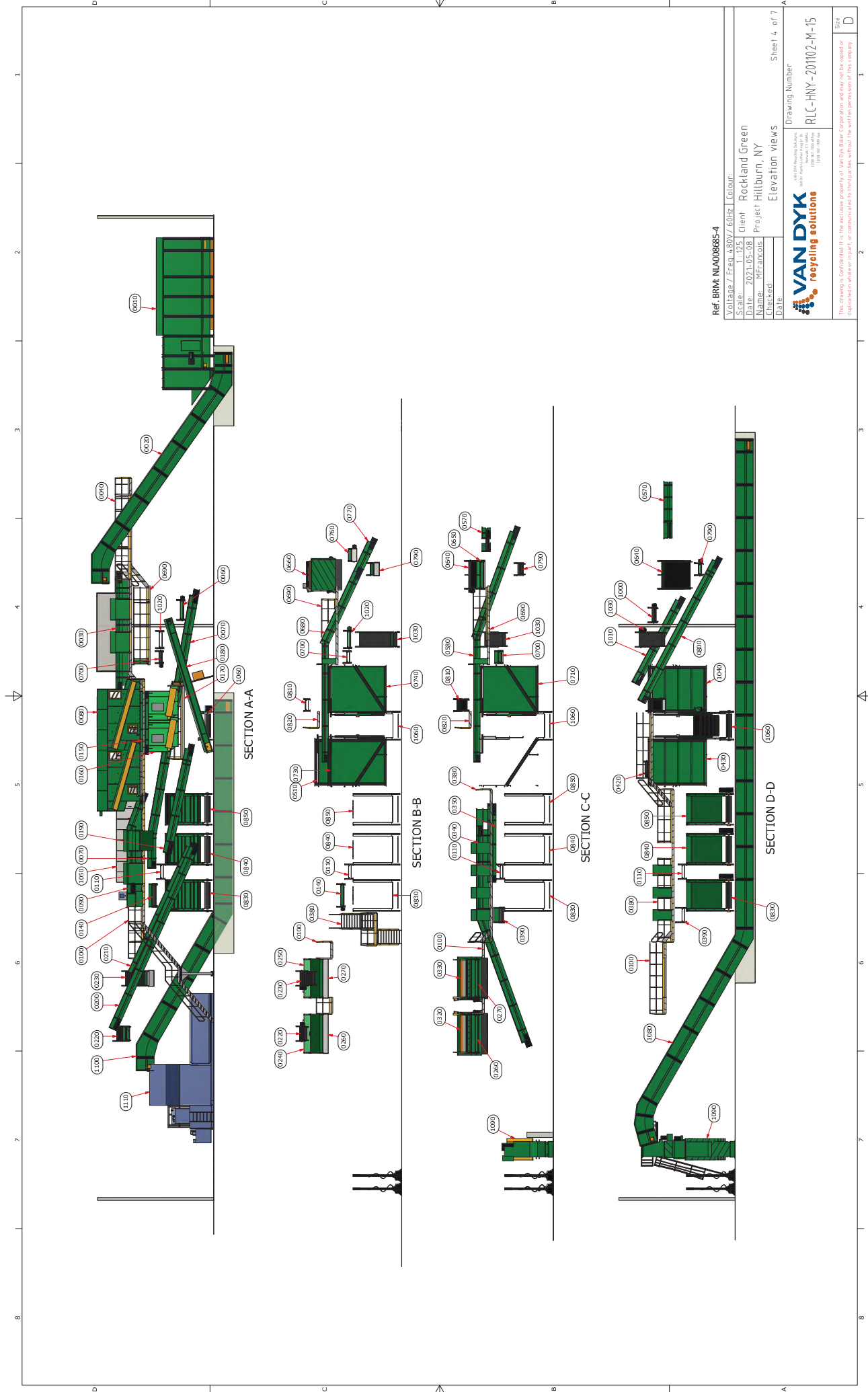


Ref: BRM: NUA00885-4  
Voltage / Freq: 480V / 60Hz  
Scale: 1/125  
Date: 2024-05-08  
Client: Rockland Green  
Project: Hilburn, NY  
Project Scope



Sheet 3 of 7  
ALC-HNY-201102-M-15  
Drawing Number

This drawing is Confidential. It is the exclusive property of Van Dyk-Baker Corporation and may not be copied or reproduced in whole or in part, or communicated to third parties, without the written permission of this company.



Ref: BRM: NUA00885-4

Voltage / Freq: 480V / 60Hz Colour: Rockland Green

Scale: 1/125 Client: Rockland Green

Date: 2021-05-08 Project: Hillburn, NY

Name: Mfrancois

Checked:

Date:

Elevation views

Sheet 4 of 7

Drawing Number

RLC-HNY-20102-M-15



This drawing is Confidential. It is the exclusive property of Van Dyk-Baker Corporation and may not be copied or reproduced in whole or in part, or communicated to third parties, without the written permission of this company.

Scale: D





Ref: BRM-NUA00885-4

Voltage / Freq 480V / 60Hz Colour

Scale 1:125 Client Rockland Green

Date 2021-05-08 Project Hilburn, NY

Checked Mfrancois

Date

Section views

Drawing Number

Sheet 6 of 7

RLC-HNY-20102-M-15

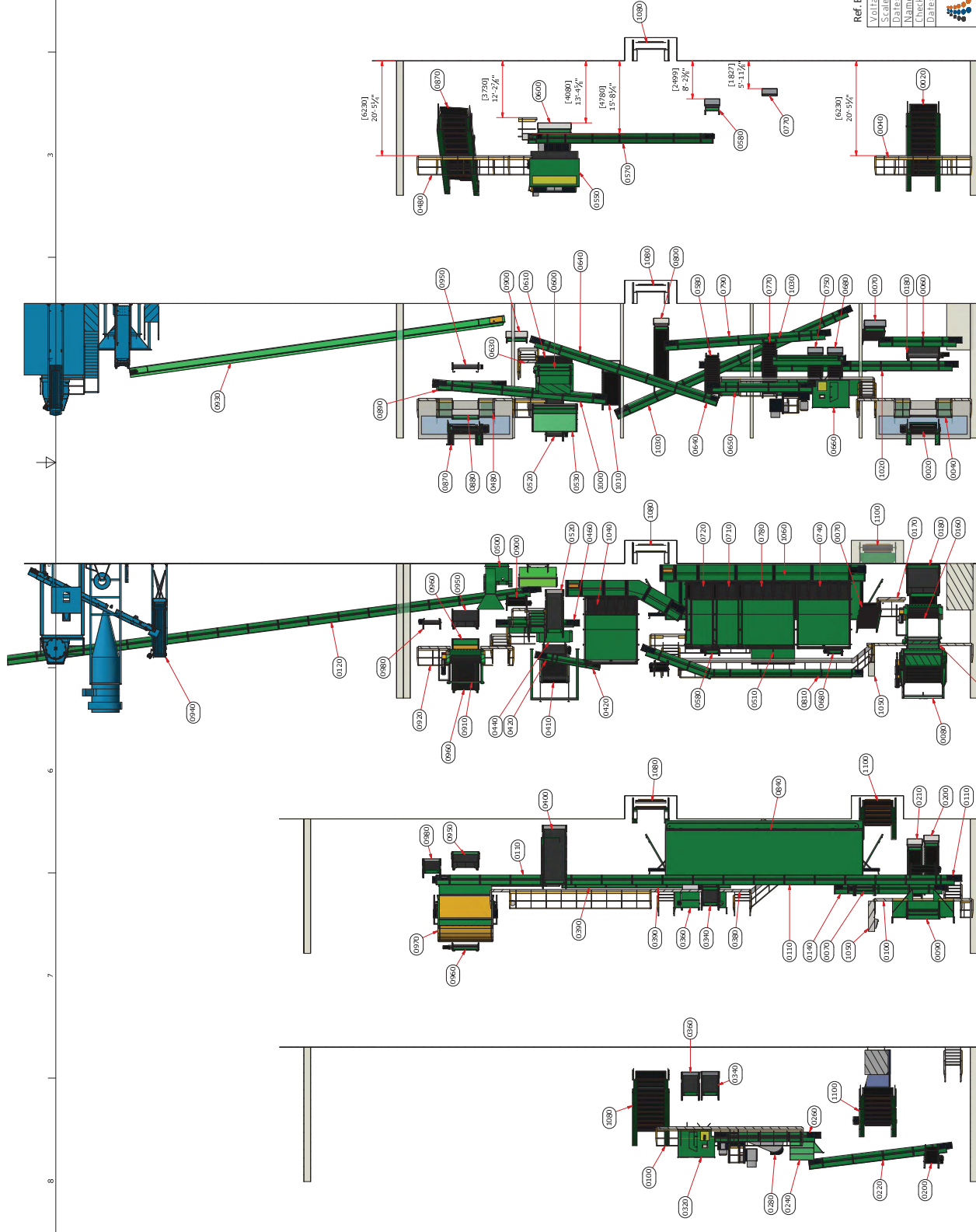
**VAN DYK**  
recycling solutions

1000 West 10th Street  
Suite 100  
Hilburn, NY 12528  
(518) 485-4400  
www.vandykrecycling.com

This drawing is Confidential. It is the exclusive property of Van Dyk-Baker Corporation and may not be copied or  
reproduced in whole or in part, or communicated to third parties, without the written permission of this company.

Rev


D



PARTS LIST				PARTS LIST			
ITEM	TITLE	DIMENSIONS	ITEM	TITLE	DIMENSIONS	ITEM	TITLE
0010	Drumfeeder	W2000xL10090xH2000/3000	0660	OS #5 (+PE-N/PP)	W2000	0670	Support and Construction AS4/AS5
0020	Chain conveyor	W1800xL2400@0•/L16200@35•/L1900@0••	0680	QC conveyor	W800xL5910@25•/L8840@0••	0690	QC Platform (Plastics)
0030	Presort conveyor	W1600xL8400@0••	0700	Transfer conveyor	W800xL10400@0••	0710	Fixed bin - #3-7
0040	Presort Platform	W6000xL6200xH2500	0720	Fixed bin - Asep	W1670xL3660xH4433 - Vol: 13.64 m^3	0730	Fixed bin - PE-C
0050	Sorting Cabin Fiber Presort	W1400xL4900@0••	0730	Fixed bin - PE-N	W3665xL3660xH4433 - Vol: 33.51 m^3	0740	Fixed bin - PE-C
0060	Transfer conveyor	W1200xL18425@10•/L2325@0••	0750	QC conveyor	W800xL5910@25•/L2840@0••	0760	Transfer conveyor
0070	Transfer conveyor	W2540xL10000	0760	Transfer conveyor	W800xL4400@0••	0770	QC conveyor
0080	OCC QC conveyor	W2000xL2415@20•/L4835@0••	0770	QC conveyor	W800xL8410@25•/L2840@0••	0780	Fixed bin - PP
0090	Platforms	W1000xL33900@0••	0780	Transfer conveyor	W3665xL3660xH4433 - Vol: 33.51 m^3	0790	Transfer conveyor
0100	Transfer conveyor	W1200xL37400@7.5•	0800	Transfer conveyor	W800xL11900@28•	0810	QC conveyor
0110	Transfer conveyor	W1200xL2900@0••	0810	QC conveyor	W800xL4415@20•/L9835@0••	0820	Recovery QC Platform
0120	Transfer conveyor	W1600xL6900@0••	0820	Bunker - OCC	W2000xL13000xH3000 - Vol: 73.32 m^3	0830	Bunker - OCC
0130	Transfer conveyor	W2000xL4400@0••	0830	Bunker - Handpack	W2000xL13000xH3000 - Vol: 73.32 m^3	0840	Bunker - Handpack
0140	Transfer conveyor	W2040xL5000@0••	0840	Bunker - News	W2000xL13000xH3000 - Vol: 73.32 m^3	0850	Bunker - News
0150	Transfer conveyor	W2000xL15000@0••	0850	Drumfeeder	W2000xL10090xH2000/3000	0860	Drumfeeder
0160	GB/Fines screen	W2000xL10400@25•	0860	Chain conveyor	W1800xL2400@0•/L16200@35•/L1900@0••	0870	Chain conveyor
0170	Maintenance Platform	W1000xL8900@7••	0870	Presort conveyor	W1600xL7900@0••	0880	Presort conveyor
0180	Transfer conveyor	W1000xL7900@20••	0880	Transfer conveyor	W1400xL4400@0••	0890	Transfer conveyor
0190	Transfer conveyor	W2800	0890	Transfer conveyor	W1200xL10900@3••	0900	Transfer conveyor
0200	Transfer conveyor	W2800	0900	Maintenance Platform	W2040xL5000@0••	0910	GB/Fines screen
0210	Transfer conveyor	W2800	0910	Transfer conveyor	W1400xL24000@8••	0920	Transfer conveyor
0220	Transfer conveyor	W2800	0920	Glass Cleanup System	W1600xL19000@5••	0930	Transfer conveyor
0230	Transfer conveyor	W2800	0930	Transfer conveyor	W1600xL6000@30•/L6500@0••	0940	Transfer conveyor
0240	Spreading cone	W2800	0940	Transfer conveyor	W3430xL6500@25•	0950	Transfer conveyor
0250	Spreading cone	W2800	0950	Transfer conveyor	W1000xL6900@8••	0960	Transfer conveyor
0260	Speedup conveyor	W2800xL6400@0••	0960	Transfer conveyor	W1000xL6900@0••	0970	Transfer conveyor
0270	Speedup conveyor	W2800xL6400@0••	0970	Transfer conveyor	W1000xL10900@5••	0980	Transfer conveyor
0280	Air Booster	W2800	0980	Transfer conveyor	W1000xL6900@28••	0990	Transfer conveyor
0290	Air Booster	W2800	0990	Transfer conveyor	W1200xL7400@0••	1000	Transfer conveyor
0300	Support and Construction AS4/AS5	W2800	1000	Transfer conveyor	W1000xL16400@24••	1010	Transfer conveyor
0310	Support and Construction AS4/AS5	W2800	1010	Transfer conveyor	W3665xL3660xH4433 - Vol: 33.51 m^3	1020	Transfer conveyor
0320	OS #1 (+3D)	W2800	1020	Transfer conveyor	W1800xL13500@0••	1030	Transfer conveyor
0330	OS #2 (+3D)	W2800	1030	Fixed bin - MRP	W1600xL4750@30•/L3450@0••	1040	Fixed bin - MRP
0340	QC conveyor	W1000xL10415@20•/L6335@0••	1040	Switch box	W2000xL37950@0•/L15600@30•/L2150@-15••	1050	Switch box
0350	Transfer conveyor	W1000xL5400@0••	1050	Chain conveyor	W2000xL16250@0•/L11800@30•/L1750@0••	1060	Chain conveyor
0360	QC conveyor	W1000xL10415@20•/L3835@0••	1060	Bypass conveyor		1070	Bypass conveyor
0370	Bypass Flap	W1000xL10900@0••	1070	Baler feed conveyor		1080	Baler feed conveyor
0380	QC Platform (Fiber)	W1400xL11900@25••	1080	HBC 1205 Baler		1090	HBC 1205 Baler
0390	Transfer conveyor	W1540xL3500@25••	1090	Baler feed conveyor		1100	Baler feed conveyor
0400	Transfer conveyor	W800xL3900@10••	1100	Harris Baler		1110	Harris Baler
0410	Overbelt Magnet	W2800					
0420	Transfer conveyor	W2800					
0430	Fixed bin - FE	W1500					
0440	ECS	W800xL4900@0••					
0450	Platform						
0460	QC conveyor						
0470	Platform						
0480	Platforms						
0490	Sorting Cabin 3D Presort	W6000xL6200xH2500					
0500	AL Blower	W3000xL3660xH5433 - Vol: 36.34 m^3					
0510	Fixed bin - AL	W1000xL15400@25••					
0520	Transfer conveyor	W2800					
0530	Spreading cone	W2800xL5900@0••					
0540	Speedup conveyor	W2800					
0550	OS #3 (+PET)	W1000xL12900@0••					
0560	Support and Construction AS4/AS5	W800xL8415@20•/L9335@0••					
0570	QC conveyor	W4330xL3660xH4433 - Vol: 40.14 m^3					
0580	QC conveyor	W2000xL5900@0••					
0590	Fixed bin - PET	W2000					
0600	Speedup conveyor						
0610	OS #4 (+PE)						
0620	Support and Construction AS4/AS5						
0630	Maintenance Platform						
0640	Transfer conveyor						
0650	Speedup conveyor						

Ref. BRM: NLA008685-4

Voltage / Freq: 480V / 60Hz	Colour:
Scale:	Client: Rockland Green
Date: 2021-05-08	Project: Hillburn, NY
Name: MFrancois	Parts List
Checked:	
Date:	



**VAN DYK**  
recycling solutions

VAN DYK Recycling Solutions  
340 St. Marks Ave. 2nd Floor  
Newark, CT 06854  
(203) 947-7000 office  
(203) 947-1199 fax

Drawing Number

RLC-HNY-201102-M-15

This drawing is Confidential. It is the exclusive property of Van Dyk Baler Corporation and may not be copied or duplicated in whole or in part, or communicated to third parties without the written permission of this company.

**APPENDIX F**  
**SITE VISIT PROTOCOL**

## APPENDIX F

### SITE VISIT PROTOCOL

**I.** The Rockland County Solid Waste Management Authority (hereinafter “Rockland Green”) is soliciting Proposals for Operation and Maintenance of a Dual Stream Recyclables Processing System at its Materials Recovery Facility in Hillburn, NY. Rockland Green will provide an established schedule for Site visits and accommodate Proposers’ requests for access to the Site.

*Each Proposer, including any representative, agent, consultant, Subcontractor, affiliate or interested party, is required to comply with the Site Visit Protocol during access to and inspection of the Site. Failure to do so may result in the rejection of a Proposal.*

#### **II. Site Accessibility**

The guidelines for visits to the Site are as follows:

- The mandatory pre-proposal meeting and site visit following the issuance of the final RFP will take place on the date and time indicated in Section III of this RFP.
- The Proposer must include the names of the individuals that will visit the Site. Each member of the Proposer’s team shall attend the same scheduled Site visit.
- Rockland Green shall designate specific individuals to conduct the tour of the facility and answer questions.
- The Proposer, including any member of the team, representative, agent, consultant, Subcontractor, affiliate or interested party, shall not engage in any communication concerning this RFP with a member of Rockland Green, except the individuals specifically identified by Rockland Green as allowed to guide Site visits and answer questions from the Proposer.
- The Proposer’s team members must be dressed appropriately for Site visits, including correct footwear and hard hats. Any additional safety equipment required would be supplied by Rockland Green.
- The Proposer’s team members must follow any Centers for Disease Control (CDC) and New York State COVID-19 precaution policies, with special attention paid to the protocols associated with vaccinated and unvaccinated visitors.
- Any request for information and clarifications regarding the RFP shall be

submitted in writing. No oral information given by a Rockland Green team member shall be binding. Rockland Green not responsible for any oral explanation given during a Site visit.

### **III. Acknowledgement**

The Proposer acknowledges that this Site Visit Protocol is part of the procurement process. The Proposer understands that failure to comply with the requirements may result in rejection of the Proposal.

---

Name of Proposer

---

Authorized Representative

---

Title

---

Signature

**APPENDIX G**  
**LIQUIDATED DAMAGES**

## **APPENDIX G**

### **LIQUIDATED DAMAGES**

The following table lists the Liquidated Damages Rockland Green may apply to the Operator pursuant to the Service Agreement during the first year of the Service Agreement. The amounts listed will be adjusted annually pursuant to the annual inflation process outlined in the Service Agreement.

Agreement Section	Description	Liquidated Damage
	Failure to provide the required reports within the time frame specified in the approved Operations and Maintenance Plan	\$200 per Day until receipt
	Failure to maintain the staffing complement set forth in the approved Operations and Maintenance Plan	\$200 per Day per person
	Failure to operate the Equipment (both processing and non-processing) per the approved Operations & Maintenance Plan	\$500 per event per Day
	Operator modifying any equipment in the absence of Rockland Green's written approval	\$5,000 per event
	Failure to perform preventative or predictive maintenance, or operational or procedural actions within the specified timeframe	\$5,000 per event
	Failure to perform the Housekeeping requirements	\$200 each occurrence
	Failure to implement the Emergency, or Contingency Plan including, but not limited to, the failing to provide written certification that alternative processing capacity is available	\$200 per Day until receipt
	Exceeding the Throughput Guarantee for each processing line (measured monthly)	\$1 per Ton for every 1 TPH (rounded to the nearest half ton per hour) over the maximum multiplied by the inbound Tons for the respective processing line during the month
	Failure to achieve the required Recovery Rate Guarantee	Rolling three (3) month average of tons sold, by Commodity type – based on Rockland Green weigh scale records – by the average price per ton (\$/ton) sold during the period multiplied by the

**Rockland Green****Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

		difference between the Service Agreement's Recovery Rate required minimum and the Operator's actual recovery rate during the period
	Failure to achieve the required quality requirements of each Commodity	Rolling three (3) month average of the tons sold, by Commodity type – based on Rockland Green's weigh scale records – by the average price per ton (\$/ton) sold during the period multiplied by the difference between the then current ISRI specification (for each Commodity) and the actual composition of each Commodity as determined by the compositional audits
	<p>Failure to receive / unload recyclable material in a reasonable timeframe</p> <ul style="list-style-type: none"> <li>• Failure to achieve a "gate-to-gate" time for inbound deliveries utilizing standard single compartment trucks of 10 minutes</li> <li>• Failure to achieve a "gate-to-gate" time for inbound deliveries utilizing dual compartment (two stream, split body) trucks of 20 minutes</li> <li>• Failure to reject loads violating the Service Agreement's stated contamination parameters</li> </ul>	<p>\$200 for each event where an inbound delivery exceeded the 10 minute or 20 minute turnaround time, as applicable.</p> <p>\$200 for every failure to reject loads violating contamination parameters.</p>
	Failure to comply with the various regulatory, Service Agreement, operational and/or administrative requirements for managing the Facility and Site	\$200 per failure, unless such failure is covered by a separate Liquidated Damage.
	Failure to effectively manage the tip floor inventory. Specifically end of Day quantities are not to exceed 30 tons of fiber (combined residential, commercial and direct to bale) and 20 tons of Comingled Containers	<p>Operator's per ton Processing Fee multiplied by the number of tons on the respective tip floor</p> <p>Liquidated Damage will be assessed if the Operator fails to maintain the tip floor inventory to less than 30, or 20 tons as appropriate, for more than three (3) Days in any week during any month</p>

**NOTE:**

1. Failure of Rockland Green to impose a liquidated damage does not mean that an event or failure of the Operator did not occur.



**APPENDIX H**  
**BUSINESS, PRICE AND TECHNICAL**  
**PROPOSAL FORMS**

**BUSINESS PROPOSAL FORM 1**  
**SIGNATURE PAGE**

To the Rockland County Solid Waste Management Authority d/b/a Rockland Green:

The Proposer, in compliance with your Request for Proposals for Operation Services for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY, having examined the Proposal documents and being familiar with all conditions surrounding the project, including the Site, materials, labor and equipment required, hereby proposes to furnish all labor, equipment, materials and supplies necessary to meet the obligations of the Proposal in accordance with the solicitation, within the time and prices set forth therein.

Proposer understands that Rockland Green reserves the right to reject any or all Proposals and to accept any item or items in any one Proposal and to waive any informalities in the RFP process.

Respectfully Submitted:

\_\_\_\_\_  
Printed Name / Signature

\_\_\_\_\_  
Date

**BUSINESS PROPOSAL FORM 2**  
**ADDENDA ACKNOWLEDGEMENT FORM**

The undersigned hereby acknowledges receipt of the following Addenda (if any) to the Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY:

Addendum No.	Dated
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

Person, firm or corporation making this Proposal:

---

Proposer

---

Signature

---

Title

---

Date

---

**BUSINESS PROPOSAL FORM 3**  
**AFFIDAVIT OF NON COLLUSION**

NAME OF PROPOSER: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_ EXT: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**CERTIFICATION AND SIGNATURE FORM**

I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this Proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, proposer or potential proposer.
2. Neither the price(s), nor the amount of this proposal, have been disclosed to any other firm or person who is a proposer or potential proposer on this project, and will not be so disclosed prior to proposal opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from proposing on this project, or to submit a proposal higher than the proposal of this firm, or any intentionally high or non-competitive proposal or other form of complementary proposal.
4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary proposal.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from proposing or to submit a complementary proposal on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm's submitting a complementary proposal, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

---

proposal on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

The person signing this proposal, under the penalties of perjury, affirms the truth thereof.

---

Signature

---

Name & Company Position

---

Company Name

---

Date Signed

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

---

NOTARY PUBLIC

# BUSINESS PROPOSAL FORM 4

## DISCLOSURE AFFIDAVIT

**(Proposer must sign this form before a Notary Public)**

STATE OF NEW YORK )

) SS

COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE - Officer, Partner or Principal)

being duly sworn depose and swear under the penalties of perjury:

1. That, in connection with the Proposal and Service Agreement for Operation and Maintenance of the Materials Recovery Facility no other person will have any direct or indirect interest in this Proposal except:

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporation stock must be listed. Use attached sheet if necessary.)

2. That \_\_\_\_\_ related to any officer  
(I am not) (none of the officers or stockholders are)

or employee of Rockland Green except\_\_\_\_\_

3. There is not any state or local officer or employee or a member of Rockland Green interested in such application.

---

Signature and Title

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Notary Public

---

**BUSINESS PROPOSAL FORM 5**

**PAST AND PRESENT PERFORMANCE INFORMATION FORM**

(\*Include information for a minimum of three (3) and no more than five (5) references)

**NAME OF PROPOSER:** \_\_\_\_\_

Provide the information requested on this form for each contract/program being described as a reference. Provide frank, concise comments regarding your performance on the contracts you identify. Provide a separate completed form for each contract/program submitted. Limit the number of past efforts submitted and the length of each submission to the limitations, if any, set forth in specifications.

Name of Contracting Entity: \_\_\_\_\_

Contract Name/Title: \_\_\_\_\_

Term of Contract: \_\_\_\_\_

Original Contract Value: \_\_\_\_\_

Current or Final Contract Value: \_\_\_\_\_

Contract Expiration Date: \_\_\_\_\_

A. Brief Description of the project or work performed. Identify whether you were a Prime or Subcontractor.

---

---

---

Number of Change Orders (if any): \_\_\_\_\_

Primary Causes or Reasons of Change:

---

---

---

B. Primary Point of Contact:

**NOTE: CONFIRM CONTACT INFORMATION PROVIDED IS CURRENT PRIOR TO SUBMISSION.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

---

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

- C. If subcontractors were used, identify the names of the subcontractors and the percentage of the contract the subcontractor was responsible for.



**BUSINESS PROPOSAL FORM 6**  
**OPERATOR AND GUARANTOR QUALIFICATIONS**

**This form must be completed by each member of Proposer team and the proposed Guarantor**

**A. General Information**

1. Firm: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Telephone: \_\_\_\_\_

4. Contact Person: \_\_\_\_\_

Contact person's contact information:

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email address: \_\_\_\_\_

5. Type of Organization (e.g., a corporation; limited liability company; joint venture; partnership; and individual): \_\_\_\_\_

6. Name of Parent Company, if any: \_\_\_\_\_

7. Name of Affiliate Companies, if any: \_\_\_\_\_

8. Identity of Joint Venture Partners, if any: \_\_\_\_\_

9. Financial References: \_\_\_\_\_

10. New York Surety: \_\_\_\_\_

11. Signature of person duly authorized to submit on behalf of the Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

---

**BUSINESS PROPOSAL FORM 6 (Continued)**  
**OPERATOR AND GUARANTOR QUALIFICATIONS**

---

**B. Business Information**

1. Brief history of Company(ies) involved in the Proposal (attach additional sheets as necessary):

---

---

2. Name and address of all partners, key shareholders, principals and/or owners:

---

---

3. Has Proposer ever failed to complete any contract awarded to it? \_\_\_\_\_

4. If so, where and why: \_\_\_\_\_

---

---

5. Has any officer or partner of Proposer ever been an officer or partner of some other organization that failed to complete a contract? \_\_\_\_\_

---

---

6. If yes to #5, state name of individual, other organization, reason, and bonding company:

---

---

7. In what other lines of business is Proposer directly or indirectly involved? \_\_\_\_\_

---

---

8. With what individual or entities have you been associated as partner or otherwise during the past five (5) years? \_\_\_\_\_

---

---

**BUSINESS PROPOSAL FORM 6 (Continued)**  
**OPERATOR AND GUARANTOR QUALIFICATIONS**

9. Describe the principal and any secondary nature of your current business:
- 
- 
10. State the length of time you have been in that business under your present name and identify all other names under which you have done business: \_\_\_\_\_
- 
11. Has any individual, partner, shareholder, principal, owner or affiliate of your firm been the subject of administrative or judicial action for an alleged violation of state or federal laws or regulations? If so state the details and disposition.
- 
- 
12. Are you, your partners, joint venturers, parent corporation or subsidiaries a party to any legal actions that may be relevant to your performance of the obligations described in your Proposal? If so, identify these actions: \_\_\_\_\_
- 
13. Have you, any partner, key shareholder, principal, owner or affiliate of your firm been the subject of any criminal conviction(s) indictment(s) or investigation(s)? If so, state the details: \_\_\_\_\_
- 
- 
14. List any and all civil penalties, judgments, consent decrees or other sanctions within the last five (5) years, as a result of a violation of any law, rule, regulation or ordinance in connection with its business activities, by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof. \_\_\_\_\_
- 
-

---

**BUSINESS PROPOSAL FORM 6 (Continued)**  
**OPERATOR AND GUARANTOR QUALIFICATIONS**

15. List any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction of the Proposer, any affiliate of the Proposer or any key shareholder, officer or director of the Proposer or any affiliate thereof.

---

---

16. List any and all actions occurring within the last five (5) years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State or local jurisdiction, by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.

---

---

17. List any and all actions occurring in the past five (5) years that have resulted in the barring from public bidding by the Proposer, any affiliate of the Proposer, or any key shareholder, officer or director of the Proposer or any affiliate thereof.

---

---

18. List any bankruptcy proceedings in the past five (5) years by the Proposer, any affiliate of the Proposer, or any shareholder, officer or director of the Proposer or any affiliate thereof.

---

---

19. List the names, addresses, and telephone numbers, and contact name of municipalities, government or other organizations, which have utilized your services:

---

---

---

**BUSINESS PROPOSAL FORM 6 (Continued)**  
**OPERATOR AND GUARANTOR QUALIFICATIONS**

20. List the names, addresses and telephone numbers, and contact name of municipalities, government or other organizations for whom you have performed operation and maintenance services for a materials recovery facility:

---

---

21. Please attach a description of the services you provide(d) for each municipality, government or other, including the term of your agreement with each such municipality: .

---

**C. Financial Information (To be signed before a Notary Public)**

Attach financial statements, prepared on an accrual basis, in a form which clearly indicates the Proposer's assets, liabilities and net worth over the most recent three (3) year period or as many years as your firm has been in business if less than three (3) years.

Dates of financial statements: \_\_\_\_\_

Name(s) of firms(s) preparing statements: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Print or Type Name of Proposer)

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that the financial statement(s) referenced above are a true and accurate statement of Proposer's financial condition as of the date hereof; and all of the foregoing qualification information is true, complete and accurate.

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

---

**BUSINESS PROPOSAL FORM 7**  
**CERTIFICATION OF FACILITY AND SITE CONDITIONS**

By submission of this Proposal, the undersigned hereby accepts and acknowledges that it is familiar with the Facility and the Site, its limits and constraints. The undersigned hereby agrees to waive all claims based on ignorance or misunderstanding of the Facility's and the Site's conditions that exist or difficulties that may be encountered in the execution of the services under the Service Agreement as a result of failure to make the necessary examinations and inspections, nor will the same be accepted as a basis for any claims whatsoever for extra compensation.

Signature of person duly authorized to submit on behalf of the Proposer.

\_\_\_\_\_  
Printed Name / Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

---

**BUSINESS PROPOSAL FORM 8**  
**FOIL ACKNOWLEDGEMENT FORM**

The Proposer hereby acknowledges and recognizes that the New York State Freedom of Information Law, Public Officers Law, Article 6, Section 84-90 provides for public access to government records. However, Proposals may contain trade secrets and other technical, financial, or administrative data whose public disclosure could cause substantial injury to the Proposer's competitive position.

Please indicate whether your Proposal contains trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to your competitive position by marking the applicable below.

\_\_\_\_\_ The Proposal DOES contain trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to our competitive position, and we have clearly marked pages in our Proposal containing such information.

\_\_\_\_\_ The Proposal DOES NOT contain trade secrets and other technical, financial or administrative data whose public disclosure could cause substantial injury to your competitive position.

Person, firm or corporation making this Proposal:

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**BUSINESS PROPOSAL FORM 9**  
**GUARANTOR ACKNOWLEDGEMENT**

Mr. Gerard Damiani Jr.  
Executive Director  
Rockland County Solid Waste Management Authority  
d/b/a Rockland Green  
172 Main Street  
Nanuet, NY 10954

Dear Mr. Damiani:

\_\_\_\_\_ (the “Proposer”) has submitted herewith a Proposal in response to Rockland Green’s Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY (the “RFP”). The RFP requires the selected Proposer to enter into an agreement to operate and maintain the Materials Recovery Facility and Site (the “Service Agreement”).

The Guarantor has reviewed the Proposer’s Proposal which will form the basis of the Service Agreement. The Guarantor hereby certifies that it will unconditionally guarantee the performance of all of the obligations of the Proposer as set forth in the Proposal in the event the Proposer is selected for final negotiations and execution of the Service Agreement, and that it will execute a separate Guaranty Agreement in the form presented as an Appendix to the RFP.

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Name and Title of Authorized Signatory

\_\_\_\_\_  
Signature



**BUSINESS PROPOSAL FORM 10**  
**INSURANCE LETTER OF INTENT**

Mr. Gerard Damiani Jr.  
Executive Director  
Rockland County Solid Waste Management Authority  
d/b/a Rockland Green  
172 Main Street  
Nanuet, NY 10954

Dear Mr. Damiani:

\_\_\_\_\_ (the “Proposer”) has submitted herewith a Proposal in response to the Rockland Green’s Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY (the “RFP”). The RFP requires the selected Proposer to enter into an agreement to operate and maintain the Materials Recovery Facility and Site (the “Service Agreement”).

The Insurance Company has reviewed the Proposer’s Proposal which will form the basis of the Service Agreement. The Insurance Company hereby certifies that it intends to provide all Required Insurance set forth in the RFP in the event the Proposer is selected for final negotiations and execution of the Service Agreement.

\_\_\_\_\_  
Name of Insurance Company

\_\_\_\_\_  
Name and Title of Authorized Signatory

\_\_\_\_\_  
Signature

---

**BUSINESS PROPOSAL FORM 11**  
**EXCEPTIONS TAKEN TO**  
**THE AGREEMENT**

**Exceptions and/or Mark-ups to the Service Agreement**

\_\_\_\_\_ No exceptions taken.

\_\_\_\_\_ Exceptions taken and/or mark-ups made.

Please provide a mark-up of the relevant language of the Service Agreement where exceptions have been taken.

\_\_\_\_\_  
Printed Name/Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **BUSINESS PROPOSAL FORM 12**

### **AFFIRMATIVE ACTION PLAN**

[illegible]

\_\_\_\_\_ being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ corporation. That \*I do (do not) employ fifteen (15) employees and \*I do (do not do) a minimum of \$50,000 per annum business with the Rockland County Solid Waste Management Authority d/b/a Rockland Green.

Based on the above information (check one, and provide Plan if required):

[ ] attached hereto is an Affirmative Action Plan, or

[ ] because of the above, no Affirmative Action Plan is necessary.

(SIGNATURE AND TITLE)

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Public, \_\_\_\_\_ County

\* strike out non-applicable information.

**BUSINESS PROPOSAL FORM 13**  
**DISCLOSURE OF PROPOSER RESPONSIBILITY STATEMENT**

1. List any convictions of any person, subsidiary or Affiliate of the company, arising out of obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

---

2. List any convictions or ongoing investigations of any person, subsidiary, or Affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offense indicating a lack of business integrity or business honesty which affect the responsibility of the Proposer.

---

3. List any convictions or civil judgments under state or federal antitrust statutes.

---

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specification of a contract.

---

5. List any prior suspensions or debarments by any government agency.

---

6. List any contracts not completed on time.

---

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

---

7. List any documented violations of federal or state labor laws, regulations or standards, or occupational safety and health rules.
- 

I, \_\_\_\_\_, as \_\_\_\_\_  
Name of Individual Title and Authority

of \_\_\_\_\_, declare under oath that the above  
Company Name

statements, including any supplemental responses attached hereto, are true.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public: \_\_\_\_\_, \_\_\_\_\_ County

---

**BUSINESS PROPOSAL FORM 14**

**STATEMENT OF PREVAILING WAGE LAW VIOLATIONS**

Please indicate below whether the Proposer has ever been investigated for and/or found to be in violation of the Prevailing Wage Law in New York State or any similar law in any other jurisdiction:

**No:** \_\_\_\_\_

**Yes:** \_\_\_\_\_

If you marked “Yes”, please provide the following information for **each** notice of violation received in connection with the payment of prevailing wages (whether such event occurred within the State or any other jurisdiction):

1. Date of Notice of Violation: \_\_\_\_\_

2. Location/Jurisdiction of Violation: \_\_\_\_\_

3. Description of Violation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

4. Disposition of Violation (include relevant dates): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

To the extent additional space is required, Proposers may attach additional pages.

Rockland Green

Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17

---

**BUSINESS PROPOSAL FORM 15**  
**BANK LETTER OF INTENT**  
**LETTER OF CREDIT**

(To be typed on Bank's Letterhead)

General Counsel  
Rockland County Solid Waste Management Authority  
420 Torne Valley Road  
Hillburn, New York 10931

Dear General Counsel:

\_\_\_\_\_ (the "Proposer") has submitted herewith a Proposal in response to the Rockland County Solid Waste Management Authority d/b/a Rockland Green ("Rockland Green") Request for Proposals ("RFP") for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY. The RFP requires the selected Proposer to enter into an agreement to provide operations and maintenance services, including receiving and Processing Acceptable Materials, and marketing of the Recovered Materials therefrom at the Facility located at 420 Torne Valley Road in Hillburn, New York, and to comply with all applicable permits, licenses, approvals and other Applicable Law; and perform the other related and ancillary responsibilities set forth in the RFP.

The Bank has reviewed the Proposer's Proposal, which will form the basis of the Service Agreement. The Bank hereby certifies that it intends to issue on behalf of the Proposer, as security for performance under the Service Agreement, a \$1,000,000 evergreen direct pay letter of credit for the benefit of Rockland Green in the event the Proposer is selected for final negotiations and execution of the Service Agreement.

\_\_\_\_\_  
Name of Bank

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**BUSINESS PROPOSAL FORM 16**

**ALTERNATE MATERIALS RECOVERY FACILITY**

**Alternate Materials Recovery Facility**

1. Indicate the name of the proposed Alternate Materials Recovery Facility to be provided in connection with the proposed scope of services:

---

2. Provide the location and permitted capacity of the proposed Alternate Materials Recovery Facility and whether it is a single or dual stream facility:

---

---

3. Indicate your relationship to the proposed Alternate Materials Recovery Facility:

---

---

4. Indicate whether the proposed Alternate Materials Recovery Facility currently or in the past 2 years has received any regulatory notices of violations, fines or other penalties.

---

---

5. Indicate the method of transportation you propose to use to transport the Acceptable Materials to the Alternate Materials Recovery Facility and the degree of control you have over the transportation trailers. Please indicate whether you are proposing to own or lease such trailers.

---

---



**BUSINESS PROPOSAL FORM 17**

**PERFORMANCE GUARANTEES CONFIRMATION**

**Performance Guarantees**

In addition, Proposer hereby acknowledges that, if selected, it will comply with each and every Performance Guarantee as set forth in Appendix P of the RFP.

If the Proposer feels it cannot meet one or more of the Performance Guarantees, indicate below, and on a separate piece of paper if necessary, what Performance Guarantee it feels it cannot meet and the reasons therefor. Also please specify what actions would be required for the Proposer to meet such Performance Guarantee(s).

---

---

---

---

---

---

Signature of person duly authorized to submit on behalf of the Company.

By: \_\_\_\_\_  
(Please Print or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

CORPORATE SEAL

**PRICE PROPOSAL FORMS**

**PRICE PROPOSAL FORM 1**  
**ANNUAL OPERATIONS AND MAINTENANCE**

**Year 1 – Operations and Maintenance Fee**

<b>Item</b>	<b>Description</b>	<b>Price Per Ton</b>
1.	Commercial Fiber Stream	\$
2.	Residential Fiber Stream	\$
3.	Residential Commingled Containers	\$
4.	Direct to Baler	\$

NOTE 1: The proposed Price Per Ton Fee for Items 1 through 4 are to include “all things necessary” to perform the scope of services per the RFP during the first year of operation following the official notice to start commercial operations, which is anticipated to be in 4<sup>th</sup> Quarter 2022. The Price Per Ton Fee for each subsequent year of the Service Agreement will be based on the formula outlined in the RFP respective to inflation and price adjustments.

NOTE 2: The proposed Price Per Ton Fee for Items 1 through 4 will be evaluated on the annual overall cost to Rockland Green based on the three (3) year average of the Historical Tonnages for each of the commodities set forth in Items 1 through 4. This is for evaluation purposes only and Rockland Green makes no guarantees regarding any tonnage amounts for any commodity throughout the Term.

**PRICE PROPOSAL FORM 2**  
**INITIAL OPERATIONS PERIOD**

Initial Operations Period

Please provide your approach and methodology as to how you propose to be paid to operate the DSR Processing System and all applicable Contract Services during the Interim Operations Period. Your approach and methodology should address costs such as staffing, staff training, bringing Rolling Stock on-Site and the transfer of Residue and Rejects to the Transfer Station. Rockland Green desires an equitable fee structure that covers the Operator's costs while also providing flexibility to accommodate the variables that occur during MRF commissioning.

---

---

---

---

---

---

---

---

---

---

---

**PRICE PROPOSAL FORM 3****SUPPLEMENTAL INFORMATION AND INFORMATION  
REQUIRED TO SUPPORT PROPOSAL EVALUATION****Utilities**

During the term of the Service Agreement, the Operator will be responsible for the cost of natural gas and electricity required to operate the MRF; Rockland Green will pay separately for water/wastewater charges. The Operator is to include its cost for natural gas and electricity in the Price Per Ton for each material stream listed in the Year 1 Operations and Maintenance Fee. However, for information purposes (e.g., not an evaluation item), Rockland Green requires proposers to break out and provide, as item #1 below, their estimated annual costs for natural gas and electricity for the first year of the Service Agreement.

Item	Description	Estimated Annual Cost
1.	All-in Utilities cost <ul style="list-style-type: none"><li>Natural Gas</li><li>Electricity</li></ul>	 \$ \$

**Diesel Fuel Consumption Estimate**

During the term of the Service Agreement, Rockland Green will provide diesel fuel to the Operator for the exclusive use of mobile equipment at the Facility. For information purposes (e.g., not an evaluation item), Rockland Green requires proposers to provide, as item #2 below, their estimated diesel fuel consumption, expressed in gallons per month, for the first year of the Service Agreement.

Item	Description	Estimated Monthly Consumption (gal)
2.	Estimated Monthly Consumption of Diesel Fuel	

**Staffing Hourly Rate Estimate**

During the term of the Service Agreement, the Operator will be responsible for providing the necessary staff to operate and maintain the Facility. For information purposes (e.g., not an evaluation item), Rockland Green requires proposers to provide, as item #3 below, their minimum hourly pay rate for each employee based on staffing category for the first year of the Service Agreement.

Item	Description	Hourly Rate
3.	<ul style="list-style-type: none"><li>Lead Sorter/Supervisor</li><li>Sorter</li></ul>	 \$ \$

**Rockland Green****Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

	<ul style="list-style-type: none"><li>• Loader Operator</li><li>• Forklift Operator</li><li>• Baler Operator</li><li>• Lead Mechanic</li><li>• Mechanic</li><li>• Other</li></ul>	<ul style="list-style-type: none"><li>\$</li><li>\$</li><li>\$</li><li>\$</li><li>\$</li><li>\$</li></ul>
--	---	---

## **TECHNICAL PROPOSAL FORMS**

**TECHNICAL PROPOSAL FORM 1**  
**STAFFING FORM**

During the term of the Service Agreement, the Operator will be responsible for providing the necessary staff to operate and maintain the Facility.

In the “Quantity” column, indicate the quantity of each position that will be onsite during operation of the DSR Processing Facility.

In the “Hourly/Salary” column, indicate whether each position will be paid on an hourly or salary basis.

For all hourly positions, Rockland Green requires proposers to provide, in the “Hourly Rate” column below, the minimum hourly pay rate for each position for the first year of the Service Agreement. The “Hourly Rate” column is for informational purposes only and is not an evaluation item.

If a position is not listed in the table, provide the position title in addition to all other required information.

<b>Position Title</b>	<b>Quantity</b>	<b>Hourly/Salary</b>	<b>Hourly Rate</b>
Lead Sorter/Supervisor			\$ /hour
Sorter			\$ /hour
Loader Operator			\$ /hour
Forklift Operator			\$ /hour
Baler Operator			\$ /hour
Lead Mechanic			\$ /hour
Mechanic			\$ /hour
Plant Manager			\$ /hour
Administrative Assistant			\$ /hour
Laborer			\$ /hour
Other (please list)			\$ /hour
			\$ /hour
			\$ /hour
			\$ /hour
			\$ /hour



**TECHNICAL PROPOSAL FORM 2**  
**PROPOSED EQUIPMENT FORM**

During the term of the Service Agreement, the Operator will be responsible for providing equipment to operate and maintain the Facility. This includes but is not limited to mobile equipment, office supplies, shelving, baling wire, etc.

In the following table, provide the required information for all equipment that will be supplied. If the provided twenty-five (25) rows are insufficient, provide a separate table of sufficient length with identical column titles as the table provided in this form.

No.	Equipment Description	Make	Model	Quantity
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				

**APPENDIX I**  
**FORM OF PROPOSAL BOND**

**APPENDIX I**  
**FORM OF PROPOSAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that we [NAME OF PROPOSER], as Principal (hereinafter the “Proposer”) and [NAME OF SURETY], a [Corporation], [Partnership] duly organized under the laws of the State of \_\_\_\_\_, as the Surety, are held and firmly bound unto the Rockland County Solid Waste Management Authority d/b/a Rockland Green, Rockland County, New York (the “Rockland Green”), as Obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America to be paid to Rockland Green, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents; and

WHEREAS, the above-named Proposer has submitted or is about to submit to Rockland Green a Proposal to provide Operation Services for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY as described in the Request for Proposals 2021-17, dated October 15, 2021 (the “RFP”), issued by Rockland Green and covered by the Proposal submitted by the Proposer in response thereto, which Proposal is made a part hereof.

NOW, THEREFORE, the Surety hereby understands that if the above-referenced Proposer is selected by Rockland Green as a preferred Proposer, then the Proposer will enter into a Service Agreement and the surety bond acceptable to Rockland Green ensuring faithful performance of the Service Agreement will be delivered to Rockland Green within the time specified in the RFP, or any extension thereof agreed to in writing by Rockland Green. The Surety hereby agrees that if the Proposer shall fail to do so, Surety will pay to Rockland Green as liquidated damages, the full amount of this bond within thirty (30) calendar days after receipt by Proposer and Surety of written notice of such failure from Rockland Green, which notice shall be given with reasonable promptness, identifying this bond and including a statement of the amount due. Upon execution of the Service Agreement and delivery of the performance bond, this bond shall thereafter become null and void, otherwise to remain in full force and effect unless terminated as hereinafter provided.

It is agreed that this bond shall become effective on the date the Proposal is submitted and will continue in full force and effect for three hundred sixty-five (365) days from such date of

**Rockland Green**  
**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY**  
**RFP 2021-17**

---

submittal (unless extended for up to an additional three hundred sixty-five (365) days) or until terminated as hereinafter provided.

If the Proposal is not accepted within the time specified in the RFP, or any extension thereof agreed to in writing by Rockland Green, then after written notice by Rockland Green of such non-acceptance, this bond may be terminated by the Surety or Proposer upon written notice to each other and to Rockland Green by certified mail at least ten (10) days prior to the termination date specified in such notice. Upon the giving of such notice, Surety shall be discharged from all liability under this bond for any act or omission of the Proposer occurring after the date of the notice of non-acceptance.

Any suit or action under this bond shall be commenced only in a court of competent jurisdiction located in the State of New York.

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, do each cause this Proposal bond to be duly executed on its behalf by its authorized officers, agent or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

SURETY

PROPOSER

[NAME OF SURETY]

[NAME OF PROPOSER]

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**APPENDIX J**  
**REQUIRED INSURANCE**

**APPENDIX J**  
**REQUIRED INSURANCE**

1. Throughout the term of the Agreement, the Operator, and its Subcontractors, shall maintain insurance issued by an insurance carrier satisfactory to Rockland Green to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of the Operator's performance (or the performance of its Subcontractors) of its responsibilities under the Agreement. Such insurance shall be maintained at the Operator's sole expense. Deductibles shall not exceed \$10,000.

On the Contract Date and throughout the Term of the Agreement, the Operator will obtain and pay for will, independent of any insurance the Operator may possess for other facilities, file and maintain with the insurance coverage listed below.

- (a) Worker's compensation insurance and disability benefits liability insurance required by New York State law covering all of the employees of the Operator at the Facility and Site.
- (b) Employer's liability insurance required by New York State law covering all the employees of the Operator at Rockland Green's Facility.
- (c) Commercial general liability and property damage insurance with contractual liability and products completed operations coverage, with combined single limit for bodily injury, and for property damage with limits of not less than one million dollars (\$ 1,000,000) each occurrence and two million (\$2,000,000) general aggregate on a per project basis.
- (d) Commercial Comprehensive automobile liability insurance endorsed for any automobile with limits of one million dollars (\$1,000,000) combined single limit.
- (e) Umbrella liability insurance above the required comprehensive general liability and property damage insurance, automobile liability insurance and employer's liability insurance in the amount of ten million dollars (\$10,000,000) each occurrence and ten million dollars (\$10,000,000) general aggregate on a per project basis]
- (f) All risk physical damage insurance (including terrorism) covering loss, damage, or destruction to the Facility in an amount equal to the full replacement value of the Facility, but not less than thirty-seven million dollars (\$37,000,000) with no co-insurance provision and subject to the following maximum deductibles:

---

Earthquake and Flood –	Twenty-five thousand dollars (\$25,000)
All Other Perils –	Ten thousand dollars (\$10,000)

- (g) Business interruption and extra expense insurance in an amount equal to the Service Fee and loss of income and other expenses for twelve (12) months, subject to a maximum deductible waiting period of ninety (90) days.
- (h) Owner's and Operator's protective liability insurance with a combined single limit of one million dollars (\$1,000,000), covering all legal liability of Rockland Green as owner of the Facility.
- (i) Pollution Liability insurance with limits not less than five million dollars (\$5,000,000).

2. Additional Insureds. The Operator will name Rockland Green, the County, and their officers, agents, employees, the Engineer, and consultants as additional insureds on a primary, non-contributory basis (the "Additional Insureds") on all insurance policies required herein, other than paragraphs 1.(a) and 1.(b).

Each Party to the Agreement will waive the subrogation rights of its various insurance carriers in favor of the other Party.

3. Insurance Certificates and Policies. Insurance and any renewals thereof will be evidenced by certificates of insurance (the "Certificates") and copies of all insurance policies issued or countersigned by a duly authorized representative of the issuer and delivered to Rockland Green for its approval prior to the Contract Date or, in the case of a renewal, as reasonably provided by the insurer. The Certificates will require thirty (30) days written notice to Rockland Green, of cancellation, intent not to renew, or reduction in its coverage by the insurance company.
4. Non-Recourse Provision. All insurance policies will provide that the insurers will have no recourse against the Additional Insureds for payment of any premium or assessment and will contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by mutual coverage liability insurance policies required pursuant to the Agreement will be the primary source of any restitution or other recovery for any injuries to, or death of persons, or loss or damage to property incurred as a result of an action or inaction of the Operator or its Subcontractors, of their respective suppliers, employees, agents, representatives, or invitees, that fall within these coverages and also within the coverages of any liability insurance or self-insurance program maintained by Rockland Green .
5. Deductibles. All deductibles applicable to the Required Insurance coverage will be agreed upon by the Operator and Rockland Green if different from those shown in paragraph 1

- 
- above and payment of the deductibles will be borne by the Operator. There will be no deductibles for any of the liability insurance provided in paragraph 1 hereof.
6. Subcontractors. The Operator will be responsible for ensuring that all Subcontractors which are working on the Facility secure and maintain all insurance coverages under paragraphs 1.(a), (b), (c), (d), and (e) above and other financial sureties required by Applicable Law in connection with their presence and the performance of their duties at or concerning the Facility.
  7. Specific Provisions for Comprehensive General Liability Insurance. Comprehensive General Liability insurance, as required under paragraph 1.(c), will include premises-operations, blanket contractual, products and completed operations, personal injury, host liquor liability, explosion, collapse, underground hazards, and broad form property damage, including completed operations and independent contractor's coverages.
  8. Specific Provisions for Worker's Compensation Coverage. Worker's Compensation insurance must be in accordance with the requirements of New York law, as amended from time to time. The required worker's compensation insurance will include other State's coverage, voluntary compensation coverage, and federal longshoreman and harbor worker's coverage.
  9. Specific Provisions for All Risk Physical Damage Insurance. Coverage for all risk physical damage required under paragraph 1.(f) will be on an all risk basis and will protect against loss of, damage to, and destruction of the Facility. Such insurance will also cover loss, damage, or destruction caused by flood, earthquake, and volcanic eruption, provided that earthquake and volcanic eruption insurance may have sublimits of five million dollars (\$5,000,000). All policies obtained may be subject to normal exclusions relating to nuclear risks, war risks, terrorism, and such other perils as are generally imposed by insurers on similar properties.
  10. Specific Provisions for Business Interruption Insurance. Coverage for business interruption required by paragraph 1(g) will be for the total or partial suspension of, or interruption in, the operation of the Facility caused by loss or damage to or destruction of any part of the Facility as a result of the perils insured against pursuant to paragraph 1.(f).
  11. Changes in Insurance Coverage. The insurance listed herein are the minimum coverages permitted, except that Rockland Green may decrease or omit the coverages specified in paragraph 1.(e) at any time in its sole discretion, and may decrease the coverage specified in paragraph 1.(c) hereof to the extent it is not available on commercially reasonable terms. If Rockland Green decreases such coverage, any cost savings will be credited to the benefit of Rockland Green.
  12. Qualifications of Insurers. The Operator is required to obtain the insurance set forth in this Request For Proposals ("RFP") with insurance companies that carry a Best's "A" or



equivalent rating. In addition, insurance must be obtained and maintained with insurers authorized to do business in the State of New York and having agents upon whom service of Process may be made in the County of Rockland, New York.

13. Cost of Insurance. If Rockland Green chooses to arrange for the insurance outlined herein, Rockland Green may elect to obtain such insurance, provided that:
- (a) Written notice is received by the Operator at least ninety (90) days prior to the contract year during which Rockland Green will assume this responsibility or ninety (90) days prior to the expiration date of the insurance placed by the Operator .
  - (b) Rockland Green may at any time during the term of the Agreement, upon ninety (90) days written notice prior to any Contract Year, require the Operator to assume the responsibility to obtain the Required Operating Period Insurance.
  - (c) Rockland Green pays any cancellation penalty (or short-rate) arising out of canceling the insurance coverage provided by the Operator provided coverage required in this RFP, prior to its expiration date.

The Operator reduces its Service Fee in proportion to the costs of the insurance the Operator has been providing to Rockland Green.

**APPENDIX K  
HISTORICAL TONNAGES**

## **APPENDIX K**

### **HISTORICAL TONNAGES**

This Appendix provides the Operator with historical information. This information is provided for reference purposes only and Rockland Green does not guarantee the accuracy of this information.

**Rockland Green**  
**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY**  
**RFP 2021-17**

**Inbound Tons**

	January	February	March	April	May	June	July	August	September	October	November	December	Annual Total
<b>2016 (tons)</b>													
Commingle Containers	838	772	893	833	830	992	853	941	845	793	894	941	10,426
Residential Fiber	872	893	1,025	940	924	1,037	919	1,037	975	870	1,058	1,231	11,781
Commercial Fiber	663	736	831	771	815	857	795	913	806	792	856	882	9,717
<b>Total</b>	<b>2,372</b>	<b>2,401</b>	<b>2,749</b>	<b>2,544</b>	<b>2,569</b>	<b>2,887</b>	<b>2,567</b>	<b>2,892</b>	<b>2,626</b>	<b>2,456</b>	<b>2,808</b>	<b>3,053</b>	<b>31,924</b>
<b>2017 (tons)</b>													
Commingle Containers	888	743	849	834	902	939	899	921	834	821	904	821	10,354
Residential Fiber	980	774	997	949	1,012	1,017	894	985	954	937	1,038	944	11,482
Commercial Fiber	817	769	868	849	919	831	780	837	789	742	795	751	9,748
<b>Total</b>	<b>2,685</b>	<b>2,286</b>	<b>2,713</b>	<b>2,633</b>	<b>2,833</b>	<b>2,787</b>	<b>2,573</b>	<b>2,743</b>	<b>2,576</b>	<b>2,500</b>	<b>2,737</b>	<b>2,516</b>	<b>31,584</b>
<b>2018 (tons)</b>													
Commingle Containers	961	712	786	818	921	859	879	914	808	869	897	822	10,246
Residential Fiber	979	807	895	889	1,027	1,023	951	1,063	936	1,045	1,010	1,011	11,635
Commercial Fiber	825	824	880	800	933	941	986	1,145	955	1,128	1,015	993	11,426
<b>Total</b>	<b>2,765</b>	<b>2,343</b>	<b>2,561</b>	<b>2,507</b>	<b>2,881</b>	<b>2,822</b>	<b>2,816</b>	<b>3,122</b>	<b>2,698</b>	<b>3,042</b>	<b>2,922</b>	<b>2,826</b>	<b>33,306</b>
<b>2019 (tons)</b>													
Commingle Containers	941	737	787	822	922	851	923	827	797	895	737	947	10,183
Residential Fiber	1,002	770	849	906	1,012	907	964	978	895	1,023	831	1,014	11,152
Commercial Fiber	958	856	1,074	1,055	1,268	1,231	1,405	1,359	1,303	1,452	1,421	1,649	15,031
<b>Total</b>	<b>2,901</b>	<b>2,363</b>	<b>2,709</b>	<b>2,783</b>	<b>3,201</b>	<b>2,989</b>	<b>3,292</b>	<b>3,164</b>	<b>2,995</b>	<b>3,371</b>	<b>2,989</b>	<b>3,610</b>	<b>36,367</b>
<b>2020 (tons)</b>													
Commingle Containers	944	709	870	1,056	970	1,042	1,072	918	974	910	856	1,086	11,407
Residential Fiber	934	749	881	1,002	985	1,007	1,051	835	981	916	873	1,039	11,254
Commercial Fiber	1,397	1,179	1,280	1,002	1,040	1,279	1,429	1,336	1,376	1,460	1,326	1,591	15,695
<b>Total</b>	<b>3,275</b>	<b>2,638</b>	<b>3,031</b>	<b>3,060</b>	<b>2,996</b>	<b>3,328</b>	<b>3,552</b>	<b>3,089</b>	<b>3,330</b>	<b>3,287</b>	<b>3,054</b>	<b>3,716</b>	<b>38,356</b>

**Rockland Green**  
**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY**  
**RFP 2021-17**

2021 (tons)												
Commingle Containers	868	736	924	891	788	913	820	804	873			7,618
Residential Fiber	770	666	943	900	795	889	852	805	1,122			7,743
Commercial Fiber	1,288	1,190	1,405	1,297	1,234	1,467	1,490	1,434	587			11,393
<b>Total</b>	<b>2,926</b>	<b>2,593</b>	<b>3,273</b>	<b>3,088</b>	<b>2,817</b>	<b>3,270</b>	<b>3,162</b>	<b>3,044</b>	<b>2,582</b>	<b>-</b>	<b>-</b>	<b>26,754</b>

**APPENDIX L**  
**FORM OF GUARANTY AGREEMENT**

**FORM OF  
GUARANTY AGREEMENT**

**Between**

**THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
D/B/A ROCKLAND GREEN**

**and**

**[ OPERATOR ]**

**Dated as of**

**[ ], 2022**

## TABLE OF CONTENTS

<b>Article 1 - DEFINITIONS AND INTERPRETATION .....</b>	<b>4</b>
Section 1.1 DEFINITIONS.....	4
Section 1.2 INTERPRETATION.....	4
 <b>Article 2 - REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR .....</b>	 <b>6</b>
Section 2.1 REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR.....	6
 <b>Article 3 - GUARANTY COVENANTS .....</b>	 <b>8</b>
Section 3.1 GUARANTY TO ROCKLAND GREEN. ....	8
Section 3.2 RIGHT OF ROCKLAND GREEN TO PROCEED AGAINST GUARANTOR.....	8
Section 3.3 GUARANTY ABSOLUTE AND UNCONDITIONAL. ....	9
Section 3.4 DEFENSES, SET-OFFS AND COUNTERCLAIMS. ....	12
Section 3.5 WAIVERS BY THE GUARANTOR.....	12
Section 3.6 PAYMENT OF COSTS AND EXPENSES. ....	13
Section 3.7 SUBORDINATION OF RIGHTS. ....	14
Section 3.8 SEPARATE OBLIGATIONS; REINSTATEMENT. ....	14
Section 3.9 TERM. ....	14
 <b>Article 4 - GENERAL COVENANTS.....</b>	 <b>15</b>
Section 4.1 MAINTENANCE OF CORPORATE EXISTENCE.....	15
Section 4.2 ASSIGNMENT.....	16
Section 4.3 QUALIFICATION IN NEW YORK; PRESERVATION OF ENFORCEABILITY.....	16
Section 4.4 CONSENT TO JURISDICTION.....	16
Section 4.5 BINDING EFFECT. ....	16
Section 4.6 AMENDMENTS, CHANGES AND MODIFICATIONS.....	16
Section 4.7 LIABILITY.....	17
Section 4.8 NOTICES.....	17



## **GUARANTY AGREEMENT**

THIS GUARANTY AGREEMENT is made and dated as of [ ], 2022 between [ ], a [ ] organized and existing under the laws of the State of [ ] (together with any permitted successors and assigns hereunder the “Guarantor”), and the Rockland County Solid Waste Management Authority d/b/a Rockland Green, a body politic and corporate constituting a public benefit corporation of the State of New York (“Rockland Green”).

## **RECITALS**

**WHEREAS**, Rockland Green and [ ] (the “Operator”), have entered into the Service Agreement dated as of [ ], 2022, as amended from time to time (the “Service Agreement”), whereby the Operator has agreed to perform operation, maintenance and marketing services for Rockland Green’s Materials Recovery Facility, all as more particularly described therein.

**WHEREAS**, Rockland Green will enter into the Service Agreement only if the Guarantor guarantees the performance by the Operator of all of the Operator’s responsibilities and obligations under the Service Agreement as set forth in this Guaranty Agreement (the “Guaranty”).

**WHEREAS**, in order to induce the execution and delivery of the Service Agreement by Rockland Green and in consideration thereof, the Guarantor agrees as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1 DEFINITIONS. For the purposes of this Guaranty, the following words and terms shall have the respective meanings set forth as follows. Any other capitalized word or term used but not defined herein is used as defined in the Service Agreement.

“Obligations” means the amounts payable by, and the covenants and agreements of, the Operator pursuant to the terms of the Service Agreement.

“Transaction Agreement” means any agreement entered into by the Operator or Rockland Green in connection with the transactions contemplated by the Service Agreement.

Section 1.2 INTERPRETATION. In this Guaranty, unless the context otherwise requires:

(A) References Hereto. The terms “hereby”, “hereof”, “herein”, “hereunder” and any similar terms refer to this Guaranty, and the term “hereafter” means after the date of execution of this Guaranty.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Guaranty shall be solely for convenience of reference and shall not constitute a part of this Guaranty, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement; Authority. This Guaranty constitutes the entire agreement between the parties hereto with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, Rockland Green and their permitted successors and assigns hereunder any rights or remedies under or by reason of this Guaranty.

(F) Counterparts. This Guaranty may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Guaranty.

(G) Applicable Law. This Guaranty shall be governed by and construed in accordance with the applicable laws of the State of New York.

(H) Severability. If any clause, provision, subsection, Section or Article of this Guaranty shall be ruled invalid by any court of competent jurisdiction, the invalidity of any such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Guaranty shall be construed and enforced as if such invalid portion did not exist, provided that such construction and enforcement shall not increase the liability of the Guarantor beyond that expressly set forth herein,

(I) Approvals. All approvals, consents and acceptances required to be given or made by any party hereto shall be at the sole discretion of the party whose approval, consent or acceptance is required.

(J) Payments. All payments required to be made by the Guarantor hereunder shall be made in lawful money of the United States of America.

**ARTICLE 2**  
**REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR**

Section 2.1 REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR.  
The Guarantor hereby represents and warrants that:

(A) Existence and Powers. The Guarantor is a corporation duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_, with the full legal right, power and authority to enter into and perform its obligations under this Guaranty.

(B) Due Authorization and Binding Obligation. This Guaranty has been duly authorized, executed and delivered by all necessary company action of the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms, except to the extent that its enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights from time to time in effect and equitable principles of general application.

(C) No Conflict. To the best of its knowledge; neither the execution nor delivery by the Guarantor of this Guaranty nor the performance by the Guarantor of its obligations in connection with the transaction contemplated hereby or the fulfillment by the Guarantor of the terms and conditions hereof: (a) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Guarantor; (b) conflicts with, violates or results in a breach of any term or condition of the Guarantor's corporate charter or bylaws or any order, judgment or decree, or any contract, agreement or instrument to which the Guarantor is a party or by which the Guarantor or any of its properties or assets are bound, or constitutes a default under any of the foregoing; or (c) shall result in the creation or imposition of any material encumbrance of any nature whatsoever upon any of the properties or assets of the Guarantor except as permitted hereby.

(D) No Approvals Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body is required for the valid execution

and delivery of this Guaranty by the Guarantor or the performance of its payment or other obligations hereunder, except as such shall have been duly obtained or made.

(E) No Litigation. Except as disclosed in writing to Rockland Green, there is no Legal Proceeding, at law or in equity, before or by any Governmental Body pending or, to the best of the Guarantor's knowledge, overtly threatened or publicly announced against the Guarantor, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the validity, legality or enforceability of this Guaranty against the Guarantor, or on the ability of the Guarantor to perform its obligations hereunder.

(F) No Legal Prohibition. The Guarantor has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Guarantor of this Guaranty and the transactions contemplated by this Guaranty other than applicable bankruptcy laws.

(G) Consent to Service Agreement. The Guarantor acknowledges that it has received an executed copy of the Service Agreement and is fully aware of its terms and conditions.

(H) Consideration. This Guaranty is made in furtherance of the purposes for which the Guarantor has been organized, and the assumption by the Guarantor of its obligations hereunder shall result in a material benefit to the Guarantor.

(I) Financial Statements. All financial statements furnished by the Guarantor to Rockland Green fully and accurately reflect the financial condition of the Guarantor for the dates and period indicated, and that as of the date of execution of this Guaranty there has been no Material Adverse Change in the financial condition of Guarantor since the date of such statements.

### ARTICLE 3 GUARANTY COVENANTS

Section 3.1 GUARANTY TO ROCKLAND GREEN. The Guarantor hereby absolutely, presently, irrevocably and unconditionally guarantees to Rockland Green for the benefit of Rockland Green (1) the full and prompt payment when due of each and all of the payments required to be credited or made by the Operator under the Service Agreement (including all amendments and supplements thereto) to, or for the account of, Rockland Green, when the same shall become due and payable pursuant to this Guaranty, and (2) the full and prompt performance and observance of each and all of the Obligations. Notwithstanding the unconditional nature of the Guarantor's obligations as set forth herein, the Guarantor shall have the right to assert the defenses provided in Section 3.4 hereof against claims made under this Guaranty.

Section 3.2 RIGHT OF ROCKLAND GREEN TO PROCEED AGAINST GUARANTOR. This Guaranty shall constitute a guaranty of payment and of performance and not of collection, and the Guarantor specifically agrees that in the event of a failure by the Operator to pay or perform any Obligation guaranteed hereunder, Rockland Green shall have the right to proceed first and directly against the Guarantor under this Guaranty and without proceeding against the Operator or exhausting any other remedies against the Operator which Rockland Green may have. Without limiting the foregoing, the Guarantor agrees that it shall not be necessary, and that the Guarantor shall not be entitled to require, as a condition of enforcing the liability of the Guarantor hereunder, that Rockland Green: (1) file suit or proceed to obtain a personal judgment against the Operator or any other person that may be liable for the Obligations or any part of the Obligations; (2) make any other effort to obtain payment or performance of the Obligations from the Operator other than providing the Operator with any notice of such payment or performance as may be required by the terms of the Service Agreement or required to be given to the Operator under Applicable Law; (3) foreclose against or seek to realize upon any security for the Obligations; or (4) exercise any other right or remedy to which Rockland Green is or may be entitled in connection with the Obligations or any security therefor or any other guarantee thereof,

except to the extent that any such exercise of such other right or remedy may be a condition to the Obligations of the Operator or to the enforcement of remedies under the Service Agreement. Upon any unexcused failure by the Operator in the payment or performance of any Obligation and the giving of such notice or demand, if any, to the Operator or the Guarantor as may be required in connection with such Obligation or this Guaranty, the liability of the Guarantor shall be effective and shall immediately be paid or performed. Notwithstanding Rockland Green's right to proceed directly against the Guarantor, Rockland Green (or any successor) shall not be entitled to more than a single full performance of the Obligations in regard to any breach or non-performance thereof.

Section 3.3 GUARANTY ABSOLUTE AND UNCONDITIONAL. The obligations of the Guarantor hereunder are absolute, present, irrevocable and unconditional and shall remain in full force and effect until the Operator shall have fully discharged the Obligations in accordance with their respective terms and conditions, and, except as provided in Section 3.4 hereof, shall not be subject to any counterclaim, set-off, deduction or defense (other than full and strict compliance with, or release, discharge or satisfaction of, such Obligations) based on any claim that the Guarantor may have against the Operator, Rockland Green or any other person. Without limiting the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged or in any way modified by reason of any of the following (whether with or without notice to, knowledge by, or further consent of, the Guarantor):

(1) the extension or renewal of this Guaranty or the Service Agreement up to the specified Terms of each agreement;

(2) any exercise or failure, omission or delay by Rockland Green in the exercise of any right, power or remedy conferred on Rockland Green with respect to this Guaranty or the Service Agreement except to the extent such failure, omission or delay gives rise to an applicable statute of limitations defense with respect to a specific claim;

(3) any permitted transfer or assignment of rights or obligations under the Service Agreement or under any other Transaction Agreement by any party thereto or any permitted assignment, conveyance or other transfer of any of their respective interests in the Facility and the Facility Site or in, to or under any of the Transaction Agreements;

(4) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of Rockland Green or any other person in any Transaction Agreement or in the Facility or the Site;

(5) any renewal, amendment, change or modification in respect of any of the Obligations or terms or conditions of any Transaction Agreement;

(6) any failure of title with respect to all or any part of the respective interests of any person in the Facility, or Site;

(7) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors and/or readjustment of, or other similar proceedings against the Operator or the Guarantor, or any of the property of either of them, or any allegation or contest of the validity of this Guaranty or any other Transaction Agreement in any such proceeding (it is specifically understood, consented and agreed to that, to the extent permitted by law, this Guaranty shall remain and continue in full force and effect and shall be enforceable against the Guarantor, to the same extent and with the same force and effect as if any such proceeding had not been instituted and as if no rejection, stay, termination, assumption or modification has occurred as a result thereof, it being the intent and purpose of this Guaranty that the Guarantor shall and does hereby waive all rights and benefits which might accrue to it by reason of any such proceeding);



(8) except as permitted by Sections 4.1 or 4.2 hereof, any sale or other transfer by the Guarantor or any Affiliate of any of the capital stock or other interest of the Guarantor or any Affiliate in the Operator now or hereafter owned, directly or indirectly, by the Guarantor or any Affiliate, or any change in composition of the interests in the Operator;

(9) any failure on the part of the Operator for any reason to perform or comply with any agreement with the Guarantor;

(10) the failure on the part of Rockland Green to provide any notice to the Guarantor which is not required to be given to the Guarantor pursuant to this Guaranty and to the Operator as a condition to the enforcement of Obligations pursuant to the Service Agreement;

(11) any failure of any party to the Transaction Agreements to mitigate damages resulting from any default by the Operator or the Guarantor under any Transaction Agreement;

(12) the merger or consolidation of any party to the Transaction Agreements into or with any other person, or any sale, lease, transfer, abandonment or other disposition of any or all of the property of any of the foregoing to any person;

(13) any legal disability or incapacity of any party to the Transaction Agreements; or

(14) the fact that entering into any Transaction Agreement by the Operator or the Guarantor was invalid or in excess of the powers of such party.

Should any money due or owing under this Guaranty not be recoverable from the Guarantor due to any of the matters specified in subparagraphs (1) through (14) above, then, in any such case, such money, together with all additional sums due hereunder, shall nevertheless be recoverable from the Guarantor as though the Guarantor were principal obligor in place of the Operator pursuant to the terms of the Service Agreement and not merely a guarantor, and shall be paid by the Guarantor forthwith subject to the terms of this Guaranty. Notwithstanding anything to the

contrary expressed in this Guaranty, nothing in this Guaranty shall be deemed to amend, modify, clarify, expand or reduce the Operator's rights, benefits, duties or obligations under the Service Agreement. To the extent that any of the matters specified in subparagraphs (1) through (6) and (8) through (14) would provide a defense to, release, discharge or otherwise affect the Operator's Obligations, the Guarantor's obligations under this Guaranty shall be treated the same.

Section 3.4 DEFENSES, SET-OFFS AND COUNTERCLAIMS. The Guarantor shall be entitled to exercise or assert any and all legal or equitable rights or defenses which the Operator may have under the Service Agreement or under Applicable Law (other than bankruptcy or insolvency of the Operator and other than any defense which the Operator has expressly waived in the Service Agreement or the Guarantor has expressly waived in Section 3.5 hereof or elsewhere hereunder), and the obligations of the Guarantor hereunder are subject to such counterclaims, set-offs or deductions which the Operator is permitted to assert pursuant to the Service Agreement or under Applicable Law (other than bankruptcy or insolvency of the Operator and other than any defense which the Operator has expressly waived in the Service Agreement or the Guarantor has expressly waived in Section 3.5 hereof or elsewhere hereunder), if any.

Section 3.5 WAIVERS BY THE GUARANTOR. The Guarantor hereby unconditionally and irrevocably waives:

- (1) notice from Rockland Green of its acceptance of this Guaranty;
- (2) notice of any of the events referred to in Section 3.3 hereof, except to the extent notice is required to be given as a condition to the enforcement of Obligations;
- (3) to the fullest extent lawfully possible, all notices which may be required by statute, rule of law or otherwise to preserve intact any rights against the Guarantor, except any notice to the Operator required pursuant to the Service Agreement or Applicable Law as a condition to the performance of any Obligation;

(4) to the fullest extent lawfully possible, any statute of limitations defense based on a statute of limitations period which may be applicable to guarantors (or parties in similar relationships) which would be shorter than the applicable statute of limitations period for the underlying claim;

(5) any right to require a proceeding first against the Operator;

(6) any right to require a proceeding first against any person or the security provided by or under any Transaction Agreement except to the extent such Transaction Agreement specifically requires a proceeding first against any person (except the Operator) or security;

(7) any requirement that the Operator be joined as a party to any proceeding for the enforcement of any term of any Transaction Agreement;

(8) the requirement of, or the notice of, the filing of claims by Rockland Green in the event of the receivership or bankruptcy of the Operator; and

(9) all demands upon the Operator or any other person and all other formalities the omission of any of which, or delay in performance of which, might, but for the provisions of this Section 3.5 hereof, by rule of law or otherwise, constitute grounds for relieving or discharging the Guarantor in whole or in part from its absolute, present, irrevocable, unconditional and continuing obligations hereunder.

Section 3.6 PAYMENT OF COSTS AND EXPENSES. The Guarantor agrees to pay Rockland Green on demand all Fees and Costs, incurred by or on behalf of Rockland Green in successfully enforcing by Legal Proceeding observance of the covenants, agreements and obligations contained in this Guaranty against the Guarantor, other than the Fees and Costs that Rockland Green incurs in performing any of its obligations under the Service Agreement, or other applicable Transaction Agreement where such obligations are a condition to performance by the Operator of its Obligations.

Section 3.7 SUBORDINATION OF RIGHTS. The Guarantor agrees that any right of subrogation or contribution which it may have against the Operator as a result of any payment or performance hereunder is hereby fully subordinated to the rights of Rockland Green hereunder and under the Transaction Agreements and that the Guarantor shall not recover or seek to recover any payment made by it hereunder from the Operator until the Operator and the Guarantor shall have fully and satisfactorily paid or performed and discharged the Obligations giving rise to a claim under this Guaranty.

Section 3.8 SEPARATE OBLIGATIONS; REINSTATEMENT. The obligations of the Guarantor to make any payment or to perform and discharge any other duties, agreements, covenants, undertakings or obligations hereunder shall: (1) to the extent permitted by Applicable Law, constitute separate and independent obligations of the Guarantor from its other obligations under this Guaranty; (2) give rise to separate and independent causes of action against the Guarantor; and (3) apply irrespective of any indulgence granted from time to time by Rockland Green. The Guarantor agrees that this Guaranty shall be automatically reinstated if and to the extent that for any reason any payment or performance by or on behalf of the Operator is rescinded or must be otherwise restored by Rockland Green, whether as a result of any proceedings in bankruptcy, reorganization or similar proceeding, unless such rescission or restoration is pursuant to the terms of the Service Agreement, or any applicable Transaction Agreement or the Operator's enforcement of such terms under Applicable Law.

SECTION 3.9 TERM. This Guaranty shall remain in full force and effect from the date of execution and delivery hereof until all of the Obligations of the Operator have been fully paid and performed.

**ARTICLE 4**  
**GENERAL COVENANTS**

Section 4.1    MAINTENANCE OF CORPORATE EXISTENCE.

(A)    Consolidation, Merger, Sale or Transfer. The Guarantor covenants that during the term of this Guaranty it shall maintain its corporate existence, shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it unless the successor is the Guarantor and the conditions contained in clause (2) below are satisfied; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if: (1) the successor entity (if other than the Guarantor) (a) assumes in writing all the obligations of the Guarantor hereunder and, if required by law, is duly qualified to do business in the State of New York, and (b) delivers to Rockland Green an opinion of counsel to the effect that its obligations under this Guaranty are legal, valid, binding and enforceable subject to applicable bankruptcy and similar insolvency or moratorium laws; and (2) any such transaction does not result in a Material Adverse Change to the financial condition of the Guarantor, as defined in the Service Agreement or if such transaction results in a Material Adverse Change to the financial condition of the Guarantor, as defined in the Service Agreement, the successor Guarantor provides credit enhancement as required by the Service Agreement.

(B)    Continuance of Obligations. If a consolidation, merger or sale or other transfer is made as permitted by this Section, the provisions of this Section shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this Section. No such consolidation, merger or sale or other transfer shall have the effect of releasing the initial Guarantor from its liability hereunder unless a successor entity has assumed responsibility for this Guaranty as provided in this Section, and if such transaction results in a Material Adverse Change to the financial condition of the Guarantor,

as defined in the Service Agreement, the successor Guarantor shall provide credit enhancement as required by the Service Agreement.

Section 4.2 ASSIGNMENT. Except as provided in Section 4.1 hereof, this Guaranty may not be assigned by the Guarantor without the prior written consent of Rockland Green at its sole discretion.

Section 4.3 QUALIFICATION IN NEW YORK; PRESERVATION OF ENFORCEABILITY. The Guarantor agrees that, so long as this Guaranty is in effect, if required by law, the Guarantor will be duly qualified to do business in the State of New York. The Guarantor further agrees that it will take all such action as may be required to preserve the enforceability of the Guaranty.

Section 4.4 CONSENT TO JURISDICTION. The Guarantor irrevocably; (1) agrees that any Legal Proceeding related to this Guaranty or to any rights or relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in State or federal courts located in Rockland County, New York, having appropriate jurisdiction therefor; (2) consents to the jurisdiction of such courts in any such Legal Proceeding; (3) waives any objection which it may have to the laying of the jurisdiction of any such Legal Proceeding in any such courts; and (4) waives its right to a trial by jury in any Legal Proceeding in any such courts.

Section 4.5 BINDING EFFECT. This Guaranty shall inure to the benefit of Rockland Green and its permitted successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

Section 4.6 AMENDMENTS, CHANGES AND MODIFICATIONS. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of Rockland Green and the Guarantor.

**Rockland Green**  
**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY**  
**RFP 2021-17**

---

Section 4.7 LIABILITY. It is understood and agreed to by Rockland Green that nothing contained herein shall create any obligation of, or right to look to, any director, officer, employee or stockholder of the Guarantor (or any Affiliate of the Guarantor) for the satisfaction of any obligations hereunder, and no judgment, order or execution with respect to or in connection with this Guaranty shall be taken against any such director, officer, employee or stockholder.

Section 4.8 NOTICES.

(A) Procedure. All notices, demands or written communications given pursuant to the terms of this Guaranty shall be in writing and: (1) delivered in person; or (2) transmitted by certified mail, return, receipt requested, postage prepaid or by overnight courier utilizing the services of a nationally-recognized overnight courier service with signed verification of delivery. Notices shall be deemed given only when actually received at the address first given below with respect to each party. Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent.

(B) Rockland Green Notice Address. Notices required to be given to Rockland Green shall be addressed as follows:

Rockland County Solid Waste Management Authority d/b/a Rockland Green  
172 Main Street  
Nanuet, NY 10954  
Attn: Engineer

with a copy to:

Rockland County Solid Waste Management Authority d/b/a Rockland Green  
172 Main Street  
Nanuet, NY 10954  
Attn: Executive Director

(C) Guarantor Notice Address. Notices required to be given to the Guarantor shall be addressed as follows:

[ ]  
[ ]

**Rockland Green**  
**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY**  
**RFP 2021-17**

---

Attn: [ ]

with a copy to:

[ ]

[ ]

[ ]

Attn: [ ]

[SIGNATURE PAGE FOLLOWS]



**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY**  
**RFP 2021-17**

[ ]  
as Guarantor

Title

THE ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY d/b/a  
ROCKLAND GREEN

Title:

**APPENDIX M**  
**SERVICE AGREEMENT**

*[To be issued by Addendum]*

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY**  
**RFP 2021-17**

---

**APPENDIX N**

**ROCKLAND COUNTY PREVAILING WAGE RATES**

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY**  
**RFP 2021-17**

---

**PREVAILING WAGE SCHEDULE**  
**FOR ARTICLE 8 PUBLIC WORK PROJECT**

October 13, 2021 | 5:45 pm

## COVID-19 Vaccines

Booster doses are now available for eligible New Yorkers, including New Yorkers age 65 and older who got the Pfizer vaccine.

[DETAILS >](#)

## Prevailing Wage

[Home](#) > Prevailing Wage

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

**PRC#:** 2021010722

**Type of Contracting Agency:** Special Local District, i.e., Fire,Sewer,Water

**Acceptance Status:** Accepted Article 8

### Contracting Agency

RC Solid Waste Management Auth  
Dee Louis  
Engineer II  
172 Main Street  
Nanuet NY 10954

(845) 753-2200  
(845) 753- 2281 Fax  
[purchasing@rocklandgreen.com](mailto:purchasing@rocklandgreen.com)

### Send Reply To

### Project Information

**Project Title** O&M of Materials Recovery Fac  
**Description of Work** Operations and maintenance of a dual stream recyclables facility located in Hillburn, Ny.  
**Contract Id No.** RFP#2021-17  
**Project Location(s)** Materials Recovery Facility  
**Route No / Street Address** 420 Torne Valley Road  
**Village / City** Hillburn  
**Town** Ramapo  
**State / Zip** NY 10931  
**Nature of Project** Other Reconstruction, Maintenance, Repair or Alteration  
**Approximate Bid Date** 10/15/2021  
**Checked Occupation(s)** Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

### Applicable Counties

Rockland

Department of Labor

[Accessibility](#)

[Contact](#)

[Language Access](#)

[Privacy Policy](#)





Kathy Hochul, Governor

Roberta Reardon, Commissioner

RC Solid Waste Management Auth

Dee Louis, Engineer II  
172 Main Street  
Nanuet NY 10954

Schedule Year 2021 through 2022  
Date Requested 10/14/2021  
PRC# 2021010722

Location Materials Recovery Facility  
Project ID# RFP#2021-17  
Project Type Operations and maintenance of a dual stream recyclables facility located in Hillburn, Ny.

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

# **General Provisions of Laws Covering Workers on Article 8 Public Work Contracts**

## **Introduction**

The Labor Law requires public work contractors and subcontractors to pay laborers, workers, or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and supplements (fringe benefits) in the locality where the work is performed.

## **Responsibilities of the Department of Jurisdiction**

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

## **Hours**

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Department of Jurisdiction (Contracting Agency) is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The annual determination is available on the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

The filing of payrolls to the Department of Jurisdiction is a condition of payment. Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall collect, review for facial validity, and maintain such payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000.00, payroll records and certifications must be kept on the project worksite.

The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 8, Section 220-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Laws, Article 8 . Section 220-a).

### **Determination of Prevailing Wage and Supplement Rate Updates Applicable to All Counties**

The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by a given contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the Department's attention immediately. It is the responsibility of the public work contractor to use the proper rates. If there is a question on the proper classification to be used, please call the district office located nearest the project. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. To the extent possible, the Department posts rates in its possession that cover periods of time beyond the July 1st to June 30th time frame covered by a particular annual determination. Rates that extend beyond that instant time period are informational ONLY and may be updated in future annual determinations that actually cover the then appropriate July 1st to June 30th time period.

### **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor Law to so notify the financial officer of the Department of Jurisdiction (Contracting Agency) that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Department of Jurisdiction (Contracting Agency) shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work project. The prevailing wage schedule must be encased in, or constructed of, materials capable of withstanding adverse weather conditions and be titled "PREVAILING RATE OF WAGES" in letters no smaller than two (2) inches by two (2) inches.



The "Public Work Project" notice must be posted at the beginning of the performance of every public work contract, on each job site.

Every employer providing workers' compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

Every employer subject to the NYS Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers, notices furnished by the State Division of Human Rights.

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the NYS Department of Labor.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 8 of the Labor Law) may be a felony punishable by fine or imprisonment of up to 15 years, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 8, Section 220-e(a)).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 8, Section 220-e(b) ).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 8, Section 220-e(c) ).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 8, Section 220-e(d) ).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

RC Solid Waste Management Auth

Dee Louis, Engineer II  
172 Main Street  
Nanuet NY 10954

Schedule Year 2021 through 2022  
Date Requested 10/14/2021  
PRC# 2021010722

Location Materials Recovery Facility  
Project ID# RFP#2021-17  
Project Type Operations and maintenance of a dual stream recyclables facility located in Hillburn, Ny.

### Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

## **Social Security Numbers on Certified Payrolls:**

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

## **Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov) .

## **Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)**

### **Effective June 23, 2020**

This provision is an addition to the existing wage rate law, Labor Law §220, paragraph a of subdivision 3-a. It requires contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the *prevailing wage and supplement rate* for their particular job classification *on each pay stub*\*. It also requires contractors and subcontractors to *post a notice* at the beginning of the performance of every public work contract *on each job site* that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her job classification. The required notification will be provided with each wage schedule, may be downloaded from our website [www.labor.ny.gov](http://www.labor.ny.gov) or be made available upon request by contacting the Bureau of Public Work at 518-457-5589. \*In the event the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations  
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

---

#### **1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

#### **2. Background and Statutory References:**

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

#### **3. Procedures and Agency Responsibilities:**

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

**To all State Departments, Agency Heads and Public Benefit Corporations**  
**IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:  
You are Covered by the Construction Industry Fair Play Act**

**The law says that you are an employee unless:**

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

**It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.**

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

**Penalties** for paying workers off the books or improperly treating employees as independent contractors:

- **Civil Penalty**
  - First offense: Up to \$2,500 per employee
  - Subsequent offense(s): Up to \$5,000 per employee
- **Criminal Penalty**
  - First offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing public work for up to one year.
  - Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a \$50,000 fine and debarment from performing public work for up to 5 years.

**If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to [dol.misclassified@labor.ny.gov](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.**

**Employer Name:**

IA 999 (09/16)

# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted  
at the work site. They can also be found at:**  
[www.labor.ny.gov](http://www.labor.ny.gov)

If you feel that you have not received proper wages or benefits,  
please call our nearest office.\*

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

\* For New York City government agency construction projects, please  
contact the Office of the NYC Comptroller at (212) 669-4443, or  
[www.comptroller.nyc.gov](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_



## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

\*\*A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

This information is provided to assist you in the interpretation of particular requirements for each classification of worker contained in the attached Schedule of Prevailing Rates.

#### Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

#### Paid Holidays

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.ny.gov](http://www.labor.ny.gov)) for current wage rate information.

#### Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

## Rockland County General Construction

### Boilermaker

10/01/2021

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 4

#### ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

#### WAGES

Per Hour: 07/01/2021

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Boilermaker	32% of hourly
Repair & Renovations	Wage Paid
	+ \$ 25.38

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

#### HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: \*Employee must work in pay week to receive Holiday Pay.

\*\*Employee gets 4 times the hourly wage rate for working Labor Day.

#### REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

	07/01/2021
Apprentice(s)	32% of Hourly
	Wage Paid Plus
	Amount Below

1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

### Carpenter

10/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

#### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

#### WAGES

Per hour: 07/01/2021

Piledriver	\$ 56.93
Dockbuilder	\$ 56.93

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 53.33

### OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

Overtime: See (5,6,11,13,25) on HOLIDAY PAGE.

### REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$23.37	\$28.97	\$37.35	\$45.74

Supplemental benefits per hour:

All Terms: \$ 35.33

8-1556 Db

### Carpenter

10/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

### WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 46.97

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE.

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

### REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$ 24.55	\$ 27.55	\$ 31.80	\$ 39.68

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 16.19	\$ 17.69	\$ 21.29	\$ 23.29

8-2287

### Carpenter

10/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

## WAGES

Per Hour: 07/01/2021

Marine Construction:

Marine Diver	\$ 71.80
Marine Tender	51.34

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 53.33

## OVERTIME PAY

See (B, E, E2, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

## REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 23.37
2nd year	28.97
3rd year	37.35
4th year	45.74

Supplemental Benefits

Per Hour:

All terms \$ 35.33

8-1456MC

## Carpenter

10/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

## WAGES

Per hour: 07/01/2021

Building	
Millwright	\$ 57.00

## SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.60

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.

Overtime See (5,6,8,11,13,18,19,25) on HOLIDAY PAGE.

## REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$30.74	\$36.19	\$41.64	\$52.54

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
------	------	------	------

8-740.1

## 10/01/2021

## DISTRICT 8

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

Per hour:	07/01/2021	10/18/2021
-----------	------------	------------

Driller	\$ 41.74	\$ 42.27
---------	----------	----------

Driller Helper	32.92	33.47
----------------	-------	-------

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

## Per hour:

Driller and Helper	\$ 29.40	\$ 30.60
--------------------	----------	----------

OVERTIME: See (B,E,K\*,P,R\*\*) on OVERTIME PAGE.

Paid: See (5,6) on HOLIDAY PAGE.

Overtime: \* See (5,6) on HOLIDAY PAGE.

\*\* See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

## 10/01/2021

## DISTRICT 11

## Putnam, Rockland, Westchester

WAGES:(per hour)

BUILDING/HEAVY &amp; HIGHWAY/TUNNEL:

Carpenter

Base Wage	\$ 37.69
	+ \$7.63*

\*For all hours paid straight or premium.

**SHIFT DIFFERENTIAL:** When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

## Per hour:

Journeyworker	\$ 31.91
---------------	----------

BUILDING:  
See ( B, E, Q ) on OVERTIME PAGE.

# HEAVY&HIGHWAY/TUNNEL:

See ( B, E, P, \*R, \*\*T, X ) on OVERTIME PAGE.

\*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.

\*\*T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

## HOLIDAY

### BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.

Holidays that fall on Sunday will be observed Monday.

# HEAVY&HIGHWAY/TUNNEL:

Paid: See ( 5, 6, 25 ) on HOLIDAY PAGE including benefits.

Overtime: See ( 5, 6, 25 ) on HOLIDAY PAGE.

## REGISTERED APPRENTICES

1 year terms at the following wage rates:

### Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 18.85	\$ 22.61	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*

### Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 18.85	\$ 22.61	\$ 24.50	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*	+3.57*

\*For all hours paid straight or premium

### SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.28

11-279.1B/HH

## Electrician

10/01/2021

### JOB DESCRIPTION Electrician

DISTRICT 11

### ENTIRE COUNTIES

Orange, Putnam, Rockland

### PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

### WAGES

Per hour:

Electrician Wireman/Technician	07/01/2021
	\$ 47.00
	+8.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am	\$ 55.15
	+8.50*
Shift worked between 12:30am & 8:30am	\$ 61.77
	+8.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.

- Journeyman Wireman when performing welding or cable splicing: \$2.00 above the Journeyman Wireman rate of pay.

- Journeyman Wireman required to have a NYS Asbestos Certificate: \$2.00 above the Journeyman Wireman rate of pay.

- Journeyman Wireman required to have a CDL: \$2.00 above the Journeyman Wireman rate of pay.

### SUPPLEMENTAL BENEFITS

Per hour:



Journeyman  
07/01/2021  
\$ 26.19 plus  
3% of straight  
or premium wage

# **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

# **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

# **REGISTERED APPRENTICES**

WAGES:

(1)year terms at the following rates

07/01/2021	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.50	\$ 18.00	\$ 22.50	\$ 27.00	\$ 31.50	\$ 33.75
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	15.84	21.12	26.40	31.68	36.96	39.61
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	17.75	23.66	29.58	35.49	41.41	44.35
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*

\*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	
1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

11-363/1

# **Elevator Constructor**

10/01/2021

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT** 4

# **ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

# **PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

# **WAGES**

Per hour:

	07/01/2021	03/17/2022
Elevator Constructor	\$ 72.29	\$ 75.14
Modernization & Service/Repair	56.77	59.09

Four(4), ten(10) hour days may be worked at straight time during a week, Monday thru Friday.

NOTE- In order to use the '4 Day/10 Hour Work Schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 IS NOT SUBMITTED you will be liable for overtime payments for work over the allotted hours per day listed.

# **SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor	\$ 41.92	\$ 43.914
Modernization & Service/Repairs	41.082	42.787

## OVERTIME PAY

Constructor See ( D, M, T ) on OVERTIME PAGE.

Modern/Service See ( B, F, S ) on OVERTIME PAGE.

## HOLIDAY

Paid: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

WAGES PER HOUR:

\*Note: 1st Term is based on Average wage of Constructor & Modernization.  
Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

1st Term*	2nd Term	3rd Term	4th Term
50%	55%	65%	75%

## SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 34.05	\$ 34.772
2nd Term	34.91	35.606
3rd Term	36.30	37.052
4th Term	37.70	38.497

Modernization &  
Service/Repair

1st Term	\$ 34.00	\$ 34.672
2nd Term	34.50	35.195
3rd Term	35.83	36.571
4th Term	37.15	37.938

4-1

## Elevator Constructor

10/01/2021

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

## ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

## PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

## WAGES

Per Hour	07/01/2021	01/01/2022
Mechanic	\$ 62.51	\$ 64.63
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

\*\*\*Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work Schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule', form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

## SUPPLEMENTAL BENEFITS

Per hour	07/01/2021	01/01/2022
Journeyman/Helper	\$ 35.825*	\$ 36.885*

(\*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

## OVERTIME PAY

See (D, O) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6, 15, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

### REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyperson/Helper

1-138

### Glazier

10/01/2021

### JOB DESCRIPTION Glazier

### DISTRICT 8

### ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

### WAGES

Per hour:	7/01/2021	11/01/2021
Glazier	\$ 58.60	+ \$1.25
*Scaffolding	59.55	
Glass Tinting & Window Film	29.60	
**Repair & Maintenance	29.60	

\*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

### SUPPLEMENTAL BENEFITS

Per hour:	7/01/2021
Journeyworker	\$ 36.04
Glass tinting & Window Film	21.19
Repair & Maintenance	21.19

### OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

### REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2021

1st term	\$ 20.72
2nd term	28.66
3rd term	34.67
4th term	46.62

Supplemental Benefits:

(Per hour)	
1st term	\$ 16.58
2nd term	23.57
3rd term	26.09
4th term	30.91

8-1087 (DC9 NYC)

## Insulator - Heat & Frost

10/01/2021

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 8

### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

### WAGES

Per hour:	07/01/2021	05/31/2022
Insulator	\$ 56.25	+ \$ 2.00
Discomfort & Additional Training**	59.22	+ \$ 2.00
Fire Stop Work*	30.07	+ \$ 2.00

\* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

\*\*Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 35.10
Discomfort & Additional Training	37.06
Fire Stop Work:	
Journeyworker	17.90

### OVERTIME PAY

See (B, E, E2, Q, \*T) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See ( 2\*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

\*Note: Labor Day triple time if worked.

### REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 30.07	\$ 35.30	\$ 40.54	\$ 45.78

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 31.55	\$ 37.08	\$ 42.61	\$ 48.16

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 17.90
2nd term	21.35
3rd term	24.79
4th term	28.23

Discomfort & Additional Training Apprentices:

1st term	\$ 18.89
2nd term	22.52
3rd term	26.16
4th term	29.80

8-91

## Ironworker

10/01/2021

### JOB DESCRIPTION Ironworker

DISTRICT 4

#### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

#### PARTIAL COUNTIES

Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

#### WAGES

Per hour: 07/01/2021

Reinforcing &  
Metal Lathing \$ 56.25

"Base" Wage \$ 54.70  
plus \$ 1.55

"Base" Wage is used to calculate overtime hours only.

#### SUPPLEMENTAL BENEFITS

Per hour:  
Reinforcing & Metal Lathing \$ 38.30

#### OVERTIME PAY

See (B, E, Q, \*X) on OVERTIME PAGE

\*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 45.08  
Double Time \$ 51.33

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 26.80 plus \$1.58	\$ 33.10 plus \$1.58	\$ 35.60 plus \$1.58

"Base" Wage is used to calculate overtime hours ONLY.

#### SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 21.34	\$ 22.00	\$ 20.50

4-46Reinf

## Ironworker

10/01/2021

### JOB DESCRIPTION Ironworker

DISTRICT 11

#### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

#### WAGES

Per hour:	07/01/2021	07/01/2022 Additional	07/01/2023 Additional
Structural	\$ 50.18	\$ 2.33	\$ 2.34
Reinforcing*	50.18	2.33	2.34
Ornamental	50.18	2.33	2.34
Chain Link Fence	50.18	2.33	2.34

\*NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 50.18
2nd Shift	64.04
3rd Shift	68.66

\*\*Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 40.90
------------	----------

#### OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16) on HOLIDAY PAGE

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

#### REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.09	\$ 30.11	\$ 35.13	\$ 40.14
2nd Shift	34.31	40.25	46.20	52.14
3rd Shift	37.38	43.64	49.89	56.14

Supplemental Benefits per hour:

1st year	\$ 35.05
2nd year	36.22
3rd year	37.39
4th year	38.56

11-417

#### Laborer - Building

10/01/2021

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

#### ENTIRE COUNTIES

Rockland

#### WAGES

GROUP C: Liners, joint setters.

GROUP D: Air track operators.

GROUP E: Sealers, power buggy operators, mixer men, brush king, jack hammer, pavement breakers, vibrator men, powder men, torchmen, cement spray men.

GROUP F: Hazardous Waste Handler, Asbestos Removal, Mold Removal, Lead Removal and Bio Remediation where protective gear is needed.

GROUP H: Mason tender, rip rap and dry stone layers, concrete laborer, pipe layers, signal men, gabion basket assemblers, asphalt men, wrecking and demolition men.

GROUP I: Landscaping, flagmen, pitmen, dump men, temporary heat, building laborer (clean up).

WAGES: (per hour)	07/01/2021	05/01/2022 Additional
GROUP C	\$ 43.10	\$ 2.10
GROUP D	43.65	2.10
GROUP E	42.80	2.10
GROUP F	44.80	2.10
GROUP H	42.56	2.10
GROUP I	39.55	2.10

SHIFT DIFFERENTIAL: On all Governmental mandated or irregular or off shift work, an additional 20% of the wage will be paid hourly.

NOTE: All work five feet or more outside the building foundation line shall be deemed Heavy & Highway

#### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyman \$ 26.88

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See ( 1 ) on HOLIDAY PAGE.

Overtime: See ( 5, 6, 15, 25 ) on HOLIDAY PAGE.

#### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

1st	2nd	3rd	4th
\$ 21.45	\$ 25.35	\$ 29.25	\$ 33.15

Supplemental Benefits per hour:

All Terms \$ 26.15

11-754B

#### Laborer - Heavy&Highway

10/01/2021

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

#### ENTIRE COUNTIES

Rockland

#### WAGES

CLASS 1: Flagperson, gateperson.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, gunnite nozzle, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, groover, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy & pumpcrete ops., plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. \*Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, bio remediation and phyto remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screedman, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour)	07/01/2021	06/01/2022 Additional	06/01/2023 Additional	06/01/2024 Additional
Class 1	\$ 40.40	\$ 2.50	\$ 2.15	\$ 2.25
Class 2	43.90	2.50	2.25	2.35
Class 3	48.20	2.35	2.40	2.45
Class 4	49.50	3.15	3.70	4.10

\* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional \$2.50 per hour over rate.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.  
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 28.08
Shift Differential	33.33

#### OVERTIME PAY

See (B, E, P, \*R, \*\*S, \*\*\*T, X) on OVERTIME PAGE

\*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

\*\*For Saturday Holidays, Two and one Half Benefits for all hours worked.

\*\*\*For Sunday Holidays, Triple Benefits for all hours worked.

#### HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2021	06/01/2022
1st term	\$ 21.45	\$ 22.22
2nd term	25.35	26.26
3rd term	29.25	30.30
4th term	33.15	34.34

Supplemental Benefits per hour:

All Terms Regular	\$ 26.15	\$ 27.20
All Terms Shift Rate	31.10	TBD

11-754H/H

#### Laborer - Tunnel

10/01/2021

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 11

#### ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

#### PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

#### WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2021	07/01/2022
Class 1	\$ 51.95	\$ 53.45
Class 2	54.10	55.60
Class 4	60.50	62.00
Class 5	43.50	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

#### SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 33.25	\$ 34.45
Benefit 2	49.81	51.60



Benefit 3 66.35 68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

#### OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

#### REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

#### Lineman Electrician

10/01/2021

#### JOB DESCRIPTION Lineman Electrician

#### DISTRICT 6

#### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

#### WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 54.70	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	54.70	56.00	57.40	58.90
Welder, Cable Splicer	54.70	56.00	57.40	58.90
Digging Mach. Operator	49.23	50.40	51.66	53.01
Tractor Trailer Driver	46.50	47.60	48.79	50.07
Groundman, Truck Driver	43.76	44.80	45.92	47.12
Equipment Mechanic	43.76	44.80	45.92	47.12
Flagman	32.82	33.60	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 54.70	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	54.70	56.00	57.40	58.90
Cable Splicer	60.17	61.60	63.14	64.79
Certified Welder -				
Pipe Type Cable	57.44	58.80	60.27	61.85
Digging Mach. Operator	49.23	50.40	51.66	53.01
Tractor Trailer Driver	46.50	47.60	48.79	50.07
Groundman, Truck Driver	43.76	44.80	45.92	47.12
Equipment Mechanic	43.76	44.80	45.92	47.12
Flagman	32.82	33.60	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 56.02	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	56.02	57.32	58.72	60.22
Cable Splicer	61.62	63.05	64.59	66.24
Certified Welder -				
Pipe Type Cable	58.82	60.19	61.66	63.23
Digging Mach. Operator	50.42	51.59	52.85	54.20
Tractor Trailer Driver	47.62	48.72	49.91	51.19
Groundman, Truck Driver	44.82	45.86	46.98	48.18
Equipment Mechanic	44.82	45.86	46.98	48.18
Flagman	33.61	34.39	35.23	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 57.21	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	57.21	58.51	59.91	61.41
Cable Splicer	57.21	58.51	59.91	61.41
Digging Mach. Operator	51.49	52.66	53.92	55.27
Tractor Trailer Driver	48.63	49.73	50.92	52.20
Groundman, Truck Driver	45.77	46.81	47.93	49.13
Equipment Mechanic	45.77	46.81	47.93	49.13
Flagman	34.33	35.11	35.95	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40	\$ 25.90	\$ 26.40	\$ 26.90
	*plus 7% of hourly Wage	*plus 7% of hourly wage	*plus 7% of hourly wage	*plus 7% of hourly wage
Journeyman Lineman or	\$ 26.40	\$ 27.90	\$ 29.40	\$ 30.90
Equipment Operators	*plus 7% of hourly wage	*plus 7% of hourly wage	*plus 7% of hourly wage	*plus 7% of hourly wage
with Crane License				

\*The 7% is based on the hourly wage paid, straight time or premium time.

### OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

### REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
-----	-----	-----	-----	-----	-----	-----

60% 65% 70% 75% 80% 85% 90%

**SUPPLEMENTAL BENEFITS per hour:**

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40	\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of hourly Wage	*plus 7% of hourly wage	*plus 7% of hourly wage	*plus 7% of hourly wage

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249a

**Lineman Electrician - Teledata**

**10/01/2021**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2021

Cable Splicer	\$ 34.78
Installer, Repairman	\$ 33.01
Teledata Lineman	\$ 33.01
Tech., Equip. Operator	\$ 33.01
Groundman	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 5.14
	*plus 3% of wage paid

\*The 3% is based on the hourly wage paid, straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting**

**10/01/2021**

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT 6**

**ENTIRE COUNTIES**

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

**WAGES**

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.  
(Ref #14.01.02)

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 48.43	\$ 49.47	\$ 50.60	\$ 51.82
Crane, Crawler Backhoe	48.43	49.47	50.60	51.82
Certified Welder	50.85	51.94	53.13	54.41
Digging Machine	43.59	44.52	45.54	46.64
Tractor Trailer Driver	41.17	42.05	43.01	44.05
Groundman, Truck Driver	38.74	39.58	40.48	41.46
Equipment Mechanic	38.74	39.58	40.48	41.46
Flagman	29.06	29.68	30.36	31.09

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

\*The 7% is based on the hourly wage paid, straight time or premium time.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

## REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40	\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of hourly Wage	*plus 7% of hourly wage	*plus 7% of hourly wage	*plus 7% of hourly wage

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aReg8LT

## Lineman Electrician - Tree Trimmer

10/01/2021

**JOB DESCRIPTION** Lineman Electrician - Tree Trimmer

**DISTRICT** 6

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

### WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2021	01/02/2022	12/31/2023
Tree Trimmer	\$ 27.36	\$ 28.25	\$ 29.80
Equipment Operator	24.19	24.98	26.35
Equipment Mechanic	24.19	24.98	26.35
Truck Driver	20.15	20.80	21.94
Groundman	16.59	17.13	18.07
Flag person	12.50*	12.50*	13.03*

\*NOTE: Subject to change due to any minimum wage increases. Rate effective 12/31/2021: \$13.20

### SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage

\* The 3% is based on the hourly wage paid, straight time rate or premium rate.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.

All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

## Mason - Building

10/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

### WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022
-----------	------------	------------	------------

Tile Finisher	\$ 46.89	Additional \$ 0.39	Additional \$ 0.58
---------------	----------	-----------------------	-----------------------

#### SUPPLEMENTAL BENEFITS

Per Hour:

\$ 21.91\*  
+ \$9.84

\*This portion of benefits subject to same premium rate as shown for overtime wages

#### OVERTIME PAY

See (B, E, Q, \*V) on OVERTIME PAGE

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88A-tf

### Mason - Building 10/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

#### ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

#### WAGES

Per hour:	07/01/2021	12/06/2021 Additional	06/06/2022 Additional
Tile Setters	\$ 61.07	\$ 0.48	\$ 0.72

#### SUPPLEMENTAL BENEFITS

Per Hour:

\$ 24.91\*  
+ \$10.01

\* This portion of benefits subject to same premium rate as shown for overtime wages.

#### OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2021	\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55* +\$0.66	\$12.55* +\$0.71	\$15.16* +\$0.81	\$15.16* +\$0.85	\$16.16* +\$1.23	\$17.66* +\$1.28	\$18.66* +\$1.63	\$18.66* +\$1.68	\$16.66* +\$5.83	\$21.91* +\$6.32

\* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

### Mason - Building 10/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

#### ENTIRE COUNTIES

Putnam, Rockland, Westchester

## PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

## WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.35	\$ 2.39	\$ 2.05
Cement Mason	43.35	2.39	2.05
Plasterer/Stone Mason	43.35	2.39	2.05
Pointer/Caulker	43.35	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05.

## OVERTIME PAY

OVERTIME:

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.

All Others See ( B, E, Q ) on OVERTIME PAGE.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

## REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

## Mason - Building

10/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

## ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

## WAGES

Wages:	07/01/2021	01/03/2022 Additional
Marble Cutters & Setters	\$ 61.73	\$ 0.95

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 37.76

## OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE



## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

## REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51

9-7/4

## Mason - Heavy&Highway

10/01/2021

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

## ENTIRE COUNTIES

Putnam, Rockland, Westchester

## PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

## WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.85	\$ 2.39	\$ 2.05
Cement Mason	43.85	2.39	2.05
Marble/Stone Mason	43.85	2.39	2.05
Plasterer	43.85	2.39	2.05
Pointer/Caulker	43.85	2.39	2.05

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK:** When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05

## OVERTIME PAY

Cement Mason See ( B, E, Q, W, X )

All Others See ( B, E, Q, X )

## HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

## REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%



Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

**Operating Engineer - Building / Heavy&Highway**

**10/01/2021**

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

**WAGES**

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.

CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.

CLASS A1: Cranes, Derricks and Piler Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combn. Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmed-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Baur, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradalls; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer); Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer (Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist"\*\*\*; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeeze-crete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle" Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer (except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instacrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzl, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maint. of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

	07/01/2021	07/01/2022 Additional
Class A5	\$ 62.52 plus 3.00*	\$ 2.25
Class A4	61.52 plus 3.00*	
Class A3	60.52 plus 3.00*	
Class A2	58.02 plus 3.00*	
Class A1	57.02 plus 3.00*	
Class A	56.02 plus 3.00*	
Class B	54.43 plus 3.00*	
Class C	52.52 plus 3.00*	
Class D	50.89 plus 3.00*	
Class E	49.18 plus 3.00*	
Safety Engineer	56.76 plus 3.00*	

Helicopter:	
Pilot/Engineer	57.84 plus 3.00*
Co Pilot	56.02 plus 3.00*
Communications Engineer	56.02 plus 3.00*

Surveying:	
Chief of Party	56.02 plus 3.00*
Transit/Instrument Man	49.18 plus 3.00*
Rod/Chainman	46.60 plus 3.00*
Additional \$0.75 for Survey work Tunnel under compressed air.	
Additional \$0.50 for Hydrographic work.	

\*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

\*\*Outside Material Hoist (Class B) receives additional \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 32.45
------------	----------

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

### OVERTIME PAY

See (B, E, Q, \*V, X) on OVERTIME PAGE

\*15% premium is also required on shift work benefits

### HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

### REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

1st year	60% of Class wage plus \$3.00*
2nd year	70% of Class wage plus \$3.00*
3rd year	80% of Class wage plus \$3.00*
4th year	90% of Class wage plus \$3.00*

\*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices	\$ 32.45
-------------	----------

11-825

### Operating Engineer - Marine Dredging

10/01/2021

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT** 4

### ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

### WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2	30.89	31.74

Boat Operator

CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37
--	-------	-------

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

**OVERTIME PAY**

See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

<b>Operating Engineer - Steel Erectors</b>	<b>10/01/2021</b>
--	-------------------

**JOB DESCRIPTION** Operating Engineer - Steel Erectors

**DISTRICT** 11

**ENTIRE COUNTIES**

Delaware, Orange, Rockland, Sullivan, Ulster

**WAGES**

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand);Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

	07/01/2021	07/01/2022 Additional
Class A3	\$ 64.54 plus 3.00*	\$ 2.25
Class A2	62.88 plus 3.00*	
Class A1	60.04 plus 3.00*	
Class A	58.38 plus 3.00*	
Class B	55.59 plus 3.00*	
Class C	52.93 plus 3.00*	
Class D	51.40 plus 3.00*	
Class E	49.64 plus 3.00*	
Vacuum Truck	56.35 plus 3.00*	
Safety Engineer	57.21 plus 3.00*	
Helicopter:		
Pilot/Engineer	60.04 plus 3.00*	
Co Pilot	59.65 plus 3.00*	
Communications Engineer	59.65 plus 3.00*	
Surveying:		
Chief of Party	56.35 plus 3.00*	
Transit/Instrument man	49.64 plus 3.00*	
Rod/Chainman	46.60 plus 3.00*	
Additional \$0.75 for Survey work Tunnels under compressed air.		
Additional \$0.50 for Hydrographic work.		

\*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.
- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 32.45

**OVERTIME PAY**

See (B, E, Q, \*V, X) on OVERTIME PAGE

\*15% premium is also required on shift work benefits

**HOLIDAY**

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

**REGISTERED APPRENTICES**

(1) year terms at the following percentage of journeyman's wage.

1st year	60% of Class wage plus \$3.00*
2nd year	70% of Class wage plus \$3.00*
3rd year	80% of Class wage plus \$3.00*
4th year	90% of Class wage plus \$3.00*

\*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 32.45

11-825SE

**Painter** **10/01/2021**

**JOB DESCRIPTION** Painter

**DISTRICT 1**

**ENTIRE COUNTIES**

Rockland

**WAGES**

Wages per hour

07/01/2021 05/01/2022  
Additional

Brush/Paper Hanger	\$ 39.14	\$ 1.65
Dry Wall finisher	39.14	
Sandblaster-Painter	39.14	
Lead Abatement	39.14	
Spray Rate	40.14	

See Bridge Painters rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

**SUPPLEMENTAL BENEFITS**

Per hour

Journey person \$ 24.79

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM REGULAR RATE PLUS 15%\*\*

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE

\*\*SHIFT RATE STOPS AFTER 6:30AM

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour

Six (6) month terms at the following percentage of Journey person's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 10.89
All others	\$ 24.79

1-155ROC

**Painter - Bridge & Structural Steel** **10/01/2021**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per Hour:



**STEEL:**

Bridge Painting:	07/01/2021	10/01/2021
	\$ 51.50	\$ 53.00
	+ 8.63*	+ 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

**SHIFT WORK:**

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:	07/01/2021	10/01/2021
	\$ 10.90	\$ 10.90
	+ 30.00*	+ 30.60*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2021	10/01/2021
1st year	\$ 20.60	\$ 21.20
	+ 3.45*	+ 3.86*
2nd year	\$ 30.90	\$ 31.80
	+ 5.18*	+ 5.78*
3rd year	\$ 41.20	\$ 42.40
	+ 6.90*	+ 7.70*
Supplemental Benefits - Per hour:		
1st year	\$ .25	\$ .25
	+ 12.00*	+ 12.24*
2nd year	\$ 10.90	\$ 10.90
	+ 18.00*	+ 18.36*
3rd year	\$ 10.20	\$ 10.90
	+ 24.00*	+ 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

**Painter - Line Striping** **10/01/2021**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

Painter (Striping-Highway):	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

Note: \* Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour paid:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	10.03	10.03

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One (1) year terms at the following wage rates:

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

\*Bronx, Kings, New York, Queens, Richmond, and Suffolk counties

\*\*Nassau and Westchester counties

\*\*\*All other counties

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 9.16	\$ 9.16
2nd Term:	9.16	9.16	10.03
3rd Term:	9.16	9.16	10.03

8-1456-LS

**Painter - Metal Polisher** **10/01/2021**

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**



	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

#### **SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

Journeyworker:  
All classification \$ 10.64

#### **OVERTIME PAY**

See (B, E, P, T) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2021
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

<b>Plumber</b>	<b>10/01/2021</b>
----------------	-------------------

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

#### **ENTIRE COUNTIES**

Orange, Rockland, Sullivan

#### **PARTIAL COUNTIES**

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

#### **WAGES**

REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.

AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)

07/01/2021

Plumber \$ 35.59

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 34.07\*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

### OVERTIME PAY

See (B, G, P, \*V) on OVERTIME PAGE

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

### HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

### REGISTERED APPRENTICES

(1)year terms at the following wage.

07/01/2021

1st term	\$ 16.02
2nd term	17.80
3rd term	19.58
4th term	23.14
5th term	28.48

Supplemental Benefits per hour:

Apprentices

1st term	\$ 15.42*
2nd term	17.09*
3rd term	18.81*
4th term	22.20*
5th term	27.29*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

11-373 Refrig

## Plumber

10/01/2021

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

### ENTIRE COUNTIES

Orange, Rockland, Sullivan

### PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

### WAGES

WAGES:(per hour) 07/01/2021

Plumber/Steamfitter \$ 47.45

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 42.32\*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

### OVERTIME PAY

See (B, E, Q, \*V) on OVERTIME PAGE

\* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

## REGISTERED APPRENTICES

( 1 ) year terms at the following wages.

	07/01/2021
1st term	\$ 16.61
2nd term	21.36
3rd term	26.10
4th term	30.85
5th term	37.96

Supplemental Benefits per hour:

1st term	\$ 14.90*
2nd term	19.11*
3rd term	23.33*
4th term	27.55*
5th term	33.87*

\*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.  
11-373 SF

## Roofer 10/01/2021

**JOB DESCRIPTION** Roofer

**DISTRICT** 9

### ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

### WAGES

Per Hour: 07/01/2021

Roofer/Waterproofer	\$ 45.25
	+ \$7.00*

\* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

### SUPPLEMENTAL BENEFITS

Per Hour: \$ 28.62

### OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6) on HOLIDAY PAGE

## REGISTERED APPRENTICES

( 1 ) year term

	1st	2nd	3rd	4th
	\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 3.72	\$ 14.47	\$ 17.30	\$ 21.55

9-8R

## Sheetmetal Worker 10/01/2021

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 8

### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

### WAGES

	07/01/2021
SheetMetal Worker	\$ 44.15
	+ 3.37*

\*This portion is not subject to overtime premiums.

### SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

### SUPPLEMENTAL BENEFITS

Journeyworker \$ 44.20

### OVERTIME PAY

OVERTIME: See ( B, E, Q, ) on OVERTIME PAGE.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

### REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.36	\$ 18.41	\$ 20.46	\$ 22.51	\$ 24.54	\$ 26.60	\$ 29.12	\$ 31.65
+ 1.35*	+ 1.52*	+ 1.69*	+ 1.85*	+ 2.02*	+ 2.19*	+ 2.36*	+ 2.53*

\*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

#### Apprentices

1st term	\$ 18.96
2nd term	21.34
3rd term	23.71
4th term	26.11
5th term	28.46
6th term	30.82
7th term	32.72
8th term	34.64

8-38

### Sheetmetal Worker

10/01/2021

#### JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

#### ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

#### WAGES

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 52.29	\$ 53.97

NOTE: Structurally Supported Overhead Highway Signs(See STRUCTURAL IRON WORKER CLASS)

#### SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 51.26	\$ 53.15

#### OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Per Hour:  
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

#### SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 22.02	\$ 23.94	\$ 25.86	\$ 27.78	\$ 29.70	\$ 31.62

8/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

**Sprinkler Fitter** **10/01/2021**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT** 1

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per hour 07/01/2021

Sprinkler \$ 47.19  
Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyperson \$ 28.09

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

**REGISTERED APPRENTICES**

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 22.67	\$ 25.19	\$ 27.46	\$ 29.98	\$ 32.50	\$ 35.02	\$ 37.54	\$ 40.05	\$ 42.57	\$ 45.09

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 19.22	\$ 19.22	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47

1-669.2

**Teamster - Building / Heavy&Highway** **10/01/2021**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2021	05/01/2022	05/01/2023
GROUP 1	\$ 33.91	\$ 34.28	\$ 34.58
GROUP 1A	35.05	35.42	35.72

GROUP 2	33.35	33.72	34.02
GROUP 3	33.13	33.50	33.80
GROUP 4	33.02	33.39	33.69
GROUP 5	32.90	33.27	33.57
GROUP 6	32.90	33.27	33.57

**NOTE ADDITIONAL PREMIUMS:**

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.  
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

**SUPPLEMENTAL BENEFITS**

Per hour:

First 40 hours	\$ 39.90	\$ 42.16	\$ 44.59
Over 40 hours	32.40	34.46	36.69

**OVERTIME PAY**

See (\*B, E, \*\*E2, \*\*\*P, X) on OVERTIME PAGE

\*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

\*\*Makeup day limited to the employees who were working on the site that week.

\*\*\*Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

**HOLIDAY**

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (\*1) on HOLIDAY PAGE

\*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

**Welder**

**10/01/2021**

**JOB DESCRIPTION Welder**

**DISTRICT 1**

**ENTIRE COUNTIES**

Albany, Allegany, Bronx, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2021

Welder: To be paid the same rate of the mechanic performing the work.\*

\*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)



## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 )        None
- ( 2 )        Labor Day
- ( 3 )        Memorial Day and Labor Day
- ( 4 )        Memorial Day and July 4th
- ( 5 )        Memorial Day, July 4th, and Labor Day
- ( 6 )        New Year's, Thanksgiving, and Christmas
- ( 7 )        Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 )        Good Friday
- ( 9 )        Lincoln's Birthday
- ( 10 )       Washington's Birthday
- ( 11 )       Columbus Day
- ( 12 )       Election Day
- ( 13 )       Presidential Election Day
- ( 14 )       1/2 Day on Presidential Election Day
- ( 15 )       Veterans Day
- ( 16 )       Day after Thanksgiving
- ( 17 )       July 4th
- ( 18 )       1/2 Day before Christmas
- ( 19 )       1/2 Day before New Years
- ( 20 )       Thanksgiving
- ( 21 )       New Year's Day
- ( 22 )       Christmas
- ( 23 )       Day before Christmas
- ( 24 )       Day before New Year's
- ( 25 )       Presidents' Day
- ( 26 )       Martin Luther King, Jr. Day
- ( 27 )       Memorial Day
- ( 28 )       Easter Sunday

( 29 )      Juneteenth



New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- ☐ 1. New Building  
☐ 2. Addition to Existing Structure  
☐ 3. Heavy and Highway Construction (New and Repair)  
☐ 4. New Sewer or Waterline  
☐ 5. Other New Construction (Explain)  
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration  
☐ 7. Demolition  
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy  
Highway/Sewer/Water)  
☐ Tunnel  
☐ Residential  
☐ Landscape Maintenance  
☐ Elevator maintenance  
☐ Exterminators, Fumigators  
☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen  
☐ Janitors, Porters, Cleaners,  
Elevator Operators  
☐ Moving furniture and  
equipment  
☐ Trash and refuse removal  
☐ Window cleaners  
☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**

**NYSDOL Bureau of Public Work Debarment List    09/24/2021**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026

**NYSDOL Bureau of Public Work Debarment List    09/24/2021**

**Article 8**

DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST. MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023

**NYSDOL Bureau of Public Work Debarment List    09/24/2021**

**Article 8**

DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P. O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASSELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P. O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026

**NYSDOL Bureau of Public Work Debarment List    09/24/2021**

**Article 8**

DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022



**NYSDOL Bureau of Public Work Debarment List    09/24/2021**

**Article 8**

DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023

**NYSDOL Bureau of Public Work Debarment List    09/24/2021**

**Article 8**

DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023

**NYSDOL Bureau of Public Work Debarment List 09/24/2021**

**Article 8**

DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANO, JR. A/K/A STEVE PAPASTEFANO, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024

**NYSDOL Bureau of Public Work Debarment List 09/24/2021**

**Article 8**

DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

October 13, 2021 | 5:45 pm

## COVID-19 Vaccines

Booster doses are now available for eligible New Yorkers, including New Yorkers age 65 and older who got the Pfizer vaccine.

[DETAILS >](#)

## Prevailing Wage

[Home](#) > Prevailing Wage

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

**PRC#:** 2021900999

**Type of Contracting Agency:** Special Local District, i.e., Fire,Sewer,Water

**Acceptance Status:** Accepted Article 9

### Contracting Agency

### Send Reply To

RC Solid Waste Management Auth  
Dee Louis  
Engineer II  
172 Main Street  
Nanuet NY 10954

(845) 753-2200  
(845) 753- 2281 Fax  
[purchasing@rocklandgreen.com](mailto:purchasing@rocklandgreen.com)

### Project Information

**Project Title** O&M of Materials Recovery Fac  
**Description of Work** Operation and Maintenance of a dual stream recyclables facility located in Hillburn, NY  
**Contract Id No.** RFP#2021-17  
**Project Location(s)** Materials Recovery Facility  
**Route No / Street Address** 420 Torne Valley Road  
**Village / City** Hillburn  
**Town** Ramapo  
**State / Zip** NY 10931  
**Nature of Project** Building Service Contract  
**Approximate Bid Date** 10/15/2021  
**Checked Occupation(s)** Trash and Refuse Removal

### Applicable Counties

Rockland

Department of Labor

[Accessibility](#)

[Contact](#)

[Language Access](#)

[Privacy Policy](#)



**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

---

**PREVAILING WAGE SCHEDULE  
FOR ARTICLE 9 PUBLIC WORK PROJECT**



Kathy Hochul, Governor

Roberta Reardon, Commissioner

RC Solid Waste Management Auth

Dee Louis, Engineer II  
172 Main Street  
Nanuet NY 10954

Schedule Year 2021 through 2022  
Date Requested 10/14/2021  
PRC# 2021900999

Location Materials Recovery Facility  
Project ID# RFP#2021-17  
Occupation Type(s) Trash and Refuse Removal

### PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2021 through June 2022. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, [www.labor.ny.gov](http://www.labor.ny.gov). Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

# **General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts**

## **Introduction**

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

## **Responsibilities of the Public Agency**

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

## **Hours**

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.



If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us). [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, by are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

## **Withholding of Payments**

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

## **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

## **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

## **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

## **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

## **Discrimination**

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

## **Workers' Compensation**

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

RC Solid Waste Management Auth

Dee Louis, Engineer II  
172 Main Street  
Nanuet NY 10954

Schedule Year 2021 through 2022  
Date Requested 10/14/2021  
PRC# 2021900999

Location Materials Recovery Facility  
Project ID# RFP#2021-17  
Occupation Type(s) Trash and Refuse Removal

### Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

## Introduction to the Prevailing Rate Schedule

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

## Rockland County Article 9

### Trash and Refuse Removal

10/01/2021

**JOB DESCRIPTION** Trash and Refuse Removal

**DISTRICT** 10

**ENTIRE COUNTIES**

Orange, Putnam, Rockland, Sullivan

**WAGES**

Per hour: 07/01/2021

\$ 28.42

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 2.16

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S

### Trash and Refuse Removal

10/01/2021

**JOB DESCRIPTION** Trash and Refuse Removal

**DISTRICT** 10

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

For use with Transfer Station Operation.

Per hour: 07/01/2021

Indus. Truck Driver/Tractor Operator \$ 21.83

Laborer/ non-construction \$ 18.03

Conveyor operators and tenders \$ 16.47

Weighers/Measurers \$ 17.80

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 2.16

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S - Trans.Station.Ops

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays



- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 )        None
- ( 2 )        Labor Day
- ( 3 )        Memorial Day and Labor Day
- ( 4 )        Memorial Day and July 4th
- ( 5 )        Memorial Day, July 4th, and Labor Day
- ( 6 )        New Year's, Thanksgiving, and Christmas
- ( 7 )        Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 )        Good Friday
- ( 9 )        Lincoln's Birthday
- ( 10 )       Washington's Birthday
- ( 11 )       Columbus Day
- ( 12 )       Election Day
- ( 13 )       Presidential Election Day
- ( 14 )       1/2 Day on Presidential Election Day
- ( 15 )       Veterans Day
- ( 16 )       Day after Thanksgiving
- ( 17 )       July 4th
- ( 18 )       1/2 Day before Christmas
- ( 19 )       1/2 Day before New Years
- ( 20 )       Thanksgiving
- ( 21 )       New Year's Day
- ( 22 )       Christmas
- ( 23 )       Day before Christmas
- ( 24 )       Day before New Year's
- ( 25 )       Presidents' Day
- ( 26 )       Martin Luther King, Jr. Day
- ( 27 )       Memorial Day
- ( 28 )       Easter Sunday

( 29 )      Juneteenth



New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		DENNIS DAN OGBEIDE		P.O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****5067	DENOG PROTECTIVE SECURITY SERVICES INC		P. O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		9.35 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026

**APPENDIX O**  
**FACILITY REGISTRATION**

**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION****Division of Materials Management, Region 3**

21 South Putt Corners Road, New Paltz, NY 12561-1620

P: (845) 256-3000 | F: (845) 255-3414

www.dec.ny.gov

Rockland Co. SWM Authority  
ATTN: Anna Roppolo  
420 Torne Valley Road  
PO Box 1217  
Hillburn, NY 10931 United States

April 30, 2019

Re: RCSWMA Materials Recovery Facility - Hillburn  
RHRF - greater than 5 tpd - registration    Registration # 44R20002

Dear Anna Roppolo:

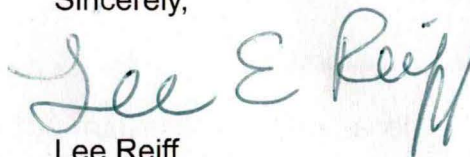
Enclosed is the validated copy of your 6 NYCRR Part 360 registration, which becomes effective on April 30, 2019 and expires on April 29, 2024.

This letter only acknowledges receipt of your registration form and does not, in any way, verify that the information which you provided on the form is true or correct.

You are reminded that 6NYCRR Part 360 contains various requirements that must be followed to warrant your facility's continued status as a registered facility. Enclosed is a list of general requirements for a registered facility described in Section 360.15. Additional requirements of specific registration types may also be enclosed. You are required to keep appropriate records regarding the use of the facility in order to accurately file an annual report as required by Paragraph 360.19(k)(3).

This registration does not exempt or preclude you from complying with any other applicable federal, state, or local laws, rules or regulations. If you have any questions regarding this matter, please contact me at the above telephone number.

Sincerely,



Lee Reiff

Environmental Program Specialist 1

Enclosure



Department of  
Environmental  
Conservation





**Department of  
Environmental  
Conservation**

**REGISTRATION FOR A SOLID WASTE MANAGEMENT FACILITY**  
**THIS IS NOT A UPA PERMIT**

DATE ISSUED: 04/30/2019  
DATE EXPIRES: 04/29/2024

<b>1. FACILITY</b>  RCSWMA Materials Recovery Facility 420 Torne Valley Rd Hillburn Rockland (county) (845)753-2200	<b>2. FACILITY OWNER</b>  Rockland Co. SWM Authority 420 Torne Valley Road - PO Box 1217 Hillburn NY 10931 (845)753-2200
<b>3. FACILITY OPERATOR</b>  Casella Recycling LLC	<b>4. SITE OWNER</b>
<b>5. REGISTERED ACTIVITY</b>	
<b>Types</b> RHRF - greater than 5 tpd - registration (44R20002) [361-1]	<b>Authorized Waste</b> Commingled Containers, Commingled Paper, Paper / Cardboard, Newspaper, Office Paper, Glass, Metals (Ferrous), Metals (Non-Ferrous)
Maximum Throughput Limit: 249.00 tons/day	
Storage:	
<b>6. OPERATIONS SCHEDULE</b> - Normal schedule of operation 6:30 am - 7 pm	<b>7. NAME(S) OF ALL MUNICIPALITIES SERVED</b> - Rockland(Co)

*This registration does not exempt or preclude you from complying with any other applicable federal, state,  
or local laws, rules or regulations.*



**ROCKLAND COUNTY  
SOLID WASTE MANAGEMENT AUTHORITY**

420 Torne Valley Road, P.O. Box 1217  
Hillburn, NY 10931  
tel 845 753-2200 fax 845-753-2281

**Howard T. Phillips, Jr.**  
Chairman

**Anna Roppolo**  
Executive Director



February 20, 2019



Mr. James J. Lansing Jr., P.E.  
Materials Management Engineer  
NYSDEC – Region 3  
21 South Putt Corners Road  
New Paltz, NY 12561

Dear Mr. Lansing,

In accordance with new Part 360 regulations, enclosed is an updated completed registration for the Rockland County Solid Waste Management Authority's Material Recovery Facility located in Hillburn, NY. The facility was originally registered in 1995 under registration #44M07 (see attached copy). If you have any questions, please contact me at (845) 753-2200 ext. 618 or [aroppolo@rocklandrecycles.com](mailto:aroppolo@rocklandrecycles.com).

Very truly yours,

Anna Roppolo  
Executive Director

Cc: Gerard Damiani Jr., Operations Manager, RCSWMA  
Dee Louis, Engineer I, RCSWMA

Enclosures: Completed Registration form

[www.rocklandrecycles.com](http://www.rocklandrecycles.com)





Department of  
Environmental  
Conservation

DIVISION OF MATERIALS MANAGEMENT



DEPARTMENT USE ONLY	
DEC ACTIVITY #	44R20002
DATE VALIDATED	4/30/2019
EXPIRATION DATE	4/29/2024

## REGISTRATION FORM FOR A SOLID WASTE MANAGEMENT FACILITY

Please read attached instructions (found at the end of this document) before completing this application. This is not a UPA permit. Solid waste management facility operations are not authorized until a registration is validated by the Department. Attach all required information to this form, as described in the instructions.

<b>1. REQUEST TYPE</b> (check applicable box)			
<input type="checkbox"/> Initial (new facility)		<input checked="" type="checkbox"/> Renewal	
		<input type="checkbox"/> Modification	
<b>2. FACILITY INFORMATION</b>			
Facility Name <b>Material Recovery Facility</b>		Facility Address <b>420 Torne Valley Road</b>	
City/Town <b>Hillburn</b>		Zip Code <b>10931</b>	Phone <b>845-753-7298</b> DEC Region <b>3</b>
NYTM - E Coordinate	NYTM-N Coordinate	DEC Activity Number (for renewal or modification only) <b>44M07</b>	
<b>3. FACILITY OWNER</b>			
Owner Name <b>Rockland County Solid Waste Management Authority</b>		Owner Address <b>420 Torne Valley Road PO Box 1217</b>	
City/Town/State/Zip Code <b>Hillburn, NY 10931</b>		Owner Phone <b>845-753-2200</b>	Owner Email <b>aroppolo@rocklandrecycles.com</b>
<b>4. FACILITY OPERATOR</b>			
Operator Name <b>Casella Recycling, LLC</b> <input type="checkbox"/> same as facility owner		Operator Address <b>420 Torne Valley Road</b>	
City/Town/State/Zip Code <b>Hillburn, NY 10931</b>		Operator Phone <b>845-494-0719</b>	Operator Email <b>winston.ash@casella.com</b>
<b>5. SITE OWNER</b>			
Site Owner Name <input checked="" type="checkbox"/> same as facility owner		Site Owner Address	
City/Town/State/Zip Code		Site Owner Phone	Site Owner Email
<b>6. PREFERRED CONTACT</b>			
<input checked="" type="checkbox"/> Facility Owner		<input type="checkbox"/> Site Owner	
<input type="checkbox"/> Facility Operator		<input type="checkbox"/> Other (provide):	
<b>7. FACILITY OPERATING DAYS/HOURS</b>			
Receiving: 6:30am - 7:00pm		Processing: Up to 24hrs	
<b>8. SERVICE AREA</b>			
<b>Rockland County and surrounding areas.</b>			
<b>9. SOLID WASTE RECEIVED</b>			
Material	Maximum Throughput		
	Quantity	Units	Frequency (day/month/week/year)
1. Source separated recyclables	avg < 250	tons	Day
2.			
3.			
4.			
<b>10. MATERIAL STORAGE &amp; TOTAL STORAGE CAPACITY</b>			
<b>Receiving bays, processing tip floor, and baled storage (approximately 3500sqft)</b>			



11. REGISTRATION TYPE * Indicates Addendum required – see instructions for additional details		
Facility Type (check all applicable)		
<input type="checkbox"/> Research, Development, and Demonstration Project [360.18(a)]	<input type="checkbox"/> Waste Tire Collection and Storage [361-6.3(a)(1)]	
<input type="checkbox"/> Recyclables Handling and Recovery ≤ 5 tons/day [361-1.3(a)(1)]	<input type="checkbox"/> Waste Tire Sellers [361-6.3(a)(2)]	
<input checked="" type="checkbox"/> Recyclables Handling and Recovery > 5 tons/day [361-1.3(a)(2)]	<input type="checkbox"/> Waste Tire Retreaders [361-6.3(a)(3)]	
<input type="checkbox"/> Land Application and Associated Storage – Storage of Recognizable Food Processing Waste [361-2.3(a)] *	<input type="checkbox"/> Motor Vehicle Repair Shop – Store 26-50 ELVs on-site at any time [361-7.3(a)(1)]	
<input type="checkbox"/> Land Application and Associated Storage – Storage of Manure [361-2.3(b)] *	<input type="checkbox"/> Vehicle Dismantling Facility – Receive ≤ 25 ELVs/year and store ≤ 50 ELVs on-site at any time [361-7.3(a)(2)]	
<input type="checkbox"/> Land Application and Associated Storage – Land Application of Unrecognizable Food Processing Waste or Papermill Residuals [361-2.3(c)] *	<input type="checkbox"/> Scrap Metal Processors [361-7.3(a)(3)]	
<input type="checkbox"/> Land Application and Associated Storage – Land Application of Septage [361-2.3(d)] *	<input type="checkbox"/> Motor Vehicle Repair Shop - Store > 50 ELVs on-site at any time [361-7.3(b)(1)]	
<input type="checkbox"/> Land Application and Associated Storage – Storage of Septage [361-2.3(e)] *	<input type="checkbox"/> Vehicle Dismantling Facility - Receive > 25 ELVs/year or store > 50 ELVs on-site at any time [361-7.3(b)(2)]	
<input type="checkbox"/> Composting – Yard Trimmings [361-3.2(b)(1)] *	<input type="checkbox"/> Mobile Vehicle Crusher [361-7.3(b)(3)]	
<input type="checkbox"/> Composting – Source-separated Organics [361-3.2(b)(2)] *	<input type="checkbox"/> Used Cooking Oil and Yellow Grease Processing [361-8.3]	
<input type="checkbox"/> Composting – Road-killed Animals or Routine Animal Mortalities [361-3.2(b)(3)] *	<input type="checkbox"/> Navigational Dredged Material Handling and Recovery [361-9.2]	
<input type="checkbox"/> Composting – Digestate [361-3.2(b)(4)] *	<input type="checkbox"/> Combustion and Thermal Treatment – Waste Tires [362-1.3(b)]	
<input type="checkbox"/> Anaerobic Digestion [361-3.3(b)(1)] *	<input type="checkbox"/> Combustion and Thermal Treatment – Uncontaminated, Unadulterated Wood [362-1.3(c)]	
<input type="checkbox"/> Fermentation for Source-separated Organics [361-3.4(b)(1)] *	<input type="checkbox"/> Combustion and Thermal Treatment – Used Cooking Oil or Yellow Grease [362-1.3(d)]	
<input type="checkbox"/> Animal Feed Production [361-3.5(b)(1)] *	<input type="checkbox"/> Combustion and Thermal Treatment – Alternative Fuel Storage [362-1.3(e)]	
<input type="checkbox"/> Other Organics Recycling [361-3.6(b)(1)] *	<input type="checkbox"/> Transfer Facility [362-3.3]	
<input type="checkbox"/> Mulch Processing [361-4.3] *	<input type="checkbox"/> Landfill Reclamation [363-11.2]	
<input type="checkbox"/> CDDHRF – Concrete, Brick, Rock [361-5.2(a)(1)]	<input type="checkbox"/> RMW Treatment, Storage, and Transfer – Storage of Radiological RMW [365-2.3(a)] *	
<input type="checkbox"/> CDDHRF – Asphalt Pavement or Millings [361-5.2(a)(2)]	<input type="checkbox"/> RMW Treatment, Storage, and Transfer – Treatment of less than 500 lbs/month (except for a biocontainment facility at biosafety level 3 or 4) at the Site of RMW Generation [365-2.3(b)] *	
<input type="checkbox"/> CDDHRF – Asphalt Roofing Shingles [361-5.2(a)(3)]	<input type="checkbox"/> RMW Treatment, Storage, and Transfer – Healthcare Facilities that Treat, Store or Dispose of RMW from Other Generators (except Part 364 Transporters) [365-2.3(c)] *	
<input type="checkbox"/> CDDHRF – Gypsum Wallboard [361-5.2(a)(4)]	<input type="checkbox"/> Infectious Waste Management – Storage at the Site of Waste Generation [365-3.3(a)] *	
<input type="checkbox"/> CDDHRF – Uncontaminated, Unadulterated Wood [361-5.2(a)(5)]	<input type="checkbox"/> Infectious Waste Management – Storage/Transfer Locations Other than the Site of Generation [365-3.3(b)] *	
<input type="checkbox"/> CDDHRF – Soil/Sand/Gravel/Rock without contamination [361-5.2(a)(6)] <b>Cannot be combined with 361-5.2(a)(7)</b>	<input type="checkbox"/> Infectious Waste Management – Temporary Treatment Devices at the Site of Waste Generation [365-3.3(c)] *	
<input type="checkbox"/> CDDHRF – Restricted Use Fill, Limited-Use Fill [361-5.2(a)(7)] <b>Cannot be combined with 361-5.2(a)(6)</b>	<input type="checkbox"/> Used oil collection centers [374-2.10(a)]	
<input type="checkbox"/> CDDHRF – Other CDD with Case-Specific BUD [361-5.2(a)(8)]		
12. CERTIFICATION		
<p>I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits was prepared by me or under my supervision and direction and is true to the best of my knowledge and belief, and that I have the authority as <u>Executive Director</u> (title) of <u>RESOMA</u> (entity) to sign this registration form pursuant to 6 NYCRR Part 360, Section 360.15. By signing this registration form, I affirm that I have read the applicable regulations and will abide by all conditions of the registration requirements under Parts 360, 361, 362, 363, and 365, as applicable. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.</p>		
Printed/Typed Name	Signature	Date
Anna Roppolo	Anna Roppolo	2-13-19



Instructions for completion of a  
**REGISTRATION FORM FOR A SOLID WASTE MANAGEMENT FACILITY**

## GENERAL

This registration form is prescribed by the New York State Department of Environmental Conservation (Department) for solid waste management facilities pursuant to the conditions specified in [6 NYCRR Part 360.15](#) and the requirements of 6 NYCRR Parts 360, 361, 362, 363, 365 and 374. This form serves as notification to the Department of the intention to operate a registered solid waste management facility. The registration applicant and holder must be the facility owner or facility operator. Please note: **this form must be submitted and validated by the Department before commencement of construction or operation of any facility or activity subject to the registration requirements.** This is not a Uniform Procedures Act (UPA) Permit. The owner or operator of the facility required to be registered must comply with the design, operating, closure, and financial assurance criteria detailed in the regulations. Please complete this form entirely, as well as any applicable addenda or attachments, **attaching additional sheets as necessary.**

Completed applications must be submitted to the Regional Materials Management Engineer in the Regional Office corresponding to the DEC region in which the facility is or is proposed to be located. As part of the application process, Department staff may inspect the proposed site. During such inspections, staff may take measurements, photographs, videos, and make written documentation.

## CHECKLIST

Applications for solid waste management facility registration must include the items listed below:

- ☒ Completed registration application form
- ☒ Completed addenda to this form, if required (as noted in item 11) **N/A**
- ☒ Site plan, which must include, but is not limited to:
  - ☐ storage for all waste materials (and for processed materials when required) declared as part of the registration application;
  - ☐ site grading and dimensions (arrows identifying slopes, contour lines, etc.) of all outdoor storage areas and piles;
  - ☐ storage and process tank details, if applicable;
  - ☐ location(s) of all processing equipment;
  - ☐ demonstration that there is adequate room for the safe, unobstructed movement of vehicles and equipment;
  - ☐ identify whether the facility is located within a special flood hazard area or state or federally regulated wetland, and that the facility follows all applicable buffer zones; and
  - ☐ location of all structures.
- ☒ List all exempt activities taking place at the site of the registered solid waste management facility, as per 360.15(c)(1).
- ☒ Certificate Under Seal of the Department of State for applications submitted by a corporation or a limited liability company as required in 360.15(c)(3), if applicable. **N/A**
- ☒ Any additional attachments as required in 6 NYCRR Parts 360, 361, 362, 363, 365 and 374.

In addition to the items listed above, the Department may request the following additional items:

- ☐ Waste control plan, demonstrating compliance with the requirements of [6 NYCRR Section 360.19](#), including:
  - ☐ location(s) of signs indicating hours of operations and types of wastes accepted/not accepted;
  - ☐ procedures for pre-screening incoming materials and the inspection of incoming loads;
  - ☐ sampling procedures, if required;
  - ☐ education of customers on types of waste accepted;
  - ☐ training of staff to recognize authorized and unauthorized waste;
  - ☐ tracking procedures and documents for incoming and outgoing waste;
  - ☐ segregation and management of unauthorized waste; and
  - ☐ site access controls.
- ☐ Facility manual or other additional information, if determined necessary by the Department, to demonstrate compliance with registration requirements, such as methods to ensure dirt is not tracked offsite, methods to control blowing litter, dust control, vector control, and odor control/response.
- ☐ Closure cost estimate, which must include the cost to remove all anticipated waste from the site, if required by regulation or determined by the Department. Financial assurance may be required prior to receiving a validated registration (specified in [6 NYCRR Section 360.22](#)).
- ☐ [Record of Compliance form](#) (if required), including any required supplemental information. Any outstanding violations must be corrected prior to receiving a valid registration.
- ☐ Owner's Statement form

## ADDITIONAL INSTRUCTIONS BY ITEM NUMBER



1. Check applicable box.
2. Identify the name, address, [coordinates](#) and [DEC region](#) for the proposed facility.
3. Identify the entity or person that owns the facility.
4. Identify the entity or person responsible for the overall management and operation of the facility.
5. Identify the entity or person who owns the site on which the facility will be located, or who will own the site during the facility's operation, if different than the current facility owner.
6. Check applicable box.
7. Describe the facility's days/hours of operation.
8. List all municipalities (i.e., counties, cities, towns, villages) or [planning units](#) in the existing and/or proposed service area of the proposed facility. Also, list all states in the existing or proposed service area if waste is coming from outside of NYS.
9. List all wastes and/or materials to be accepted by the facility. Enter the maximum throughput (i.e., incoming quantity) of each material.
  - Use units and an acceptance frequency appropriate to the waste material being handled (e.g., number of tires per year for waste tires managed, tons per day for C&D debris, cubic yards per year for yard trimmings, gallons per year for used oil, etc.).
10. Describe all on-site storage for solid waste(s) handled and list the total capacity that is available. For certain facilities, description of on-site storage of source-separated or processed material is also required.
11. Check all applicable boxes that describe the facility that is the subject of this registration.
  - Note: For each registration type that requires an additional addendum, please complete the addendum and attach to this application. Facility-specific addenda can be found on the Department website: <http://www.dec.ny.gov/chemical/52706.html>
12. Certification must be completed by the registration holder (facility owner or facility operator).  
 Note: Retain a copy of this form and all applicable attachments. Submit form(s) to the appropriate [Regional Materials Management Engineer](#) (see below).

## REGIONAL OFFICES

Please send all applications to the attention of the NYSDEC Regional Materials Management Engineer.

DEC Region	Address	Phone	Counties Served
1	SUNY Stony Brook 50 Circle Road Stony Brook, NY 11790	(631) 444-0375	Nassau, Suffolk
2	1 Hunters Point Plaza 47-40 21 <sup>st</sup> Street Long Island City, NY 11101	(718) 482-4896	Bronx, Kings, New York, Queens, Richmond
3	21 South Putt Corners Road New Paltz, NY 12561	(845) 256-3000	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester
4	1130 North Westcott Road Schenectady, NY 12306	(518) 357-2243	Albany, Columbia, Delaware, Greene, Montgomery, Otsego, Rensselaer, Schenectady, Schoharie
5	232 Golf Course Road Warrensburg, NY 12885	(518) 623-1233	Clinton, Essex, Franklin, Fulton, Hamilton, Saratoga, Warren, Washington
6	317 Washington Street Watertown, NY 13601	(315) 785-2584	Herkimer, Jefferson, Lewis, Oneida, St. Lawrence
7	615 Erie Boulevard West Syracuse, NY 13204	(315) 426-7535	Broome, Cayuga, Chenango, Cortland, Madison, Onondaga, Oswego, Tioga, Tompkins
8	6274 East Avon-Lima Road Avon, NY 14414	(585) 226-5408	Chemung, Genesee, Livingston, Monroe, Ontario, Orleans, Schuyler, Seneca, Steuben, Wayne, Yates
9	270 Michigan Avenue Buffalo, NY 14203-2999	(716) 851-7220	Allegany, Cattaraugus, Chautauqua, Erie, Niagara, Wyoming



<b>WASTE MANAGEMENT</b> OF NEW YORK 	Date: 01-10-97 Drawn: J.K.K. Checked: J.K.K. Design: J.K.K. Scale: 1" = 40'		Maguire Group Architects/Engineers/Planners P.C. LTD.	RC1
				REVISION 1: FEBRUARY 5, 1997 REVISION 2: FEBRUARY 5, 1997 REVISION 3: FEBRUARY 5, 1997



ISSUED FOR CONSTRUCTION - FEBRUARY 5, 1997



Reg. No. 3454  
Expiry Date 12/31/97  
State of New York  
Professional Engineer  
Civil Engineering  
Date 01-10-97

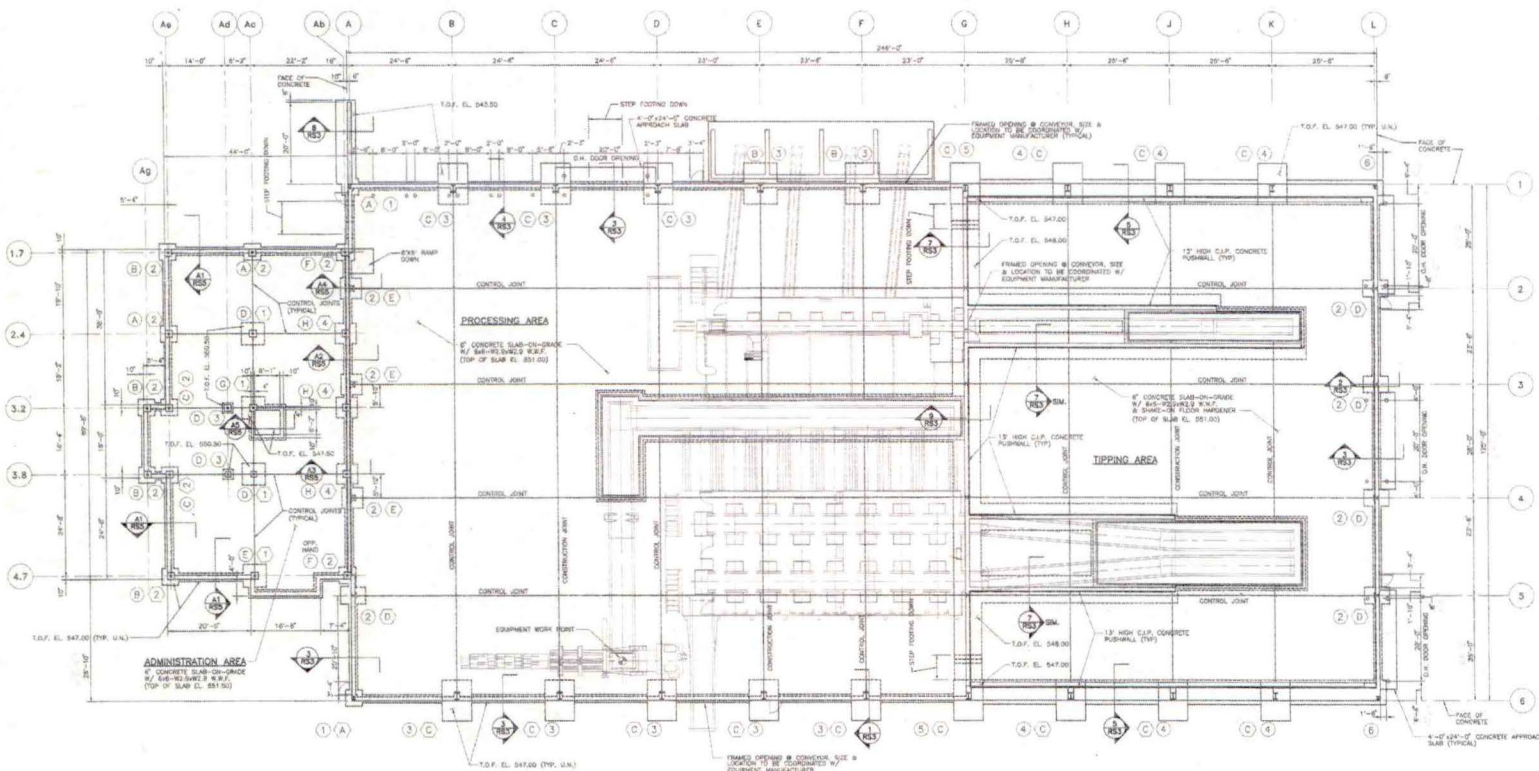
**WASTE MANAGEMENT  
OF NEW YORK**



**FACILITY AND SYSTEM EXPANSION  
ROCKLAND COUNTY, NEW YORK  
RECYCLING FACILITY BUILDING  
FOUNDATION PLAN**

Sheet No. 1 of 2

RS2



NOTE:  
(A) INDICATES ADMINISTRATION AREA CONCRETE PIER TYPE. SEE DETAILS ON DRAWING NO. RS1.

NOTE:  
(4) INDICATES PROCESS & TIPPING AREA CONCRETE PIER TYPE. SEE DETAILS ON DRAWING NO. RS1.

MARK	SIZE	REINFORCING
(1)	3'-0" x 3'-0" x 1'-0"	(A) #5 E.M. BOTTOM
(2)	4'-0" x 4'-0" x 1'-0"	(B) #5 E.M. BOTTOM
(3)	2'-0" x 2'-0" x 1'-0"	(C) #5 E.M. BOTTOM
(4)	3'-0" x 3'-0" x 1'-0"	(D) #5 E.M. BOTTOM



**FOUNDATION PLAN**  
SCALE: 3/8" = 1'-0"

MARK	SIZE	REINFORCING
(A)	4'-0" x 4'-0" x 1'-0"	(A) #5 E.M. BOTTOM
(B)	10'-0" x 10'-0" x 1'-0"	(B) #4 L.M. & (10) #7 S.M. BOTTOM (C) #4 L.M. & (7) #4 S.M. TOP
(C)	10'-0" x 10'-0" x 1'-0"	(B) #4 L.M. & (10) #7 S.M. BOTTOM (C) #4 L.M. & (7) #4 S.M. TOP
(D)	4'-0" x 4'-0" x 1'-0"	(C) #4 L.M. & (10) #4 S.M. BOTTOM (D) #4 L.M. & (4) #4 S.M. TOP
(E)	5'-0" x 5'-0" x 1'-0"	(D) #4 E.M. BOTTOM

THESE DRAWINGS ARE ISSUED FOR BUILDING AND ADMINISTRATION AREA FOUNDATIONS ONLY. PUSHWALLS AND EQUIPMENT PITS ARE ISSUED FOR INFORMATION ONLY, AND WILL BE REVISED UPON RECEIPT OF FINAL VENDOR INFORMATION.



**APPENDIX P**

**PERFORMANCE GUARANTEES**

## **APPENDIX P**

### **PERFORMANCE GUARANTEES**

#### **Purpose**

This Appendix identifies the Performance Guarantees that shall be achieved and maintained by the Operator throughout the duration of the Service Agreement. These Performance Guarantees are metrics that can be measured by Rockland Green in order to determine if the Performance Guarantees are being successfully achieved by the Operator.

#### **Operator's Performance Guarantees**

##### **1. Throughput Guarantee**

- 1.1. Fiber – The DSR Processing System shall be required to be capable of receiving and processing 30 TPH of residential and/or commercial fiber.
- 1.2. Commingled container The DSR Processing System shall be required to be capable of receiving and processing 12 TPH of commingled containers.
- 1.3. Direct baling The DSR Processing System shall be required to be capable of receiving and direct-baling 35 TPH of material.

The Operator shall guarantee to properly maintain the DSR Processing System to ensure that the DSR Processing System remains capable of processing material at the specified throughputs that were demonstrated during the Acceptance of the DSR Processing System for the duration of the Service Agreement. The Operator shall not exceed the specified throughputs.

##### **2. System Availability Guarantee**

The DSR Processing System shall have a minimum up-time (system availability) of 95%. Excusable down-time will not be considered as down-time when calculating system availability. Excusable down-time includes scenarios where the DSR Processing System is not operating due to a lack of material to process, a power outage, or due to other causes that are out of control of the Operator. The Engineer will have full discretion in identifying excusable down-time.

System availability shall be interpreted as the percentage of time that all aspects of the DSR Processing System are capable of operating as-intended during the operational period identified in the O&M Plan.

##### **3. Recovery Rate Guarantee**

Refer to Appendix 7 of the Service Agreement, “Auditing and Assessments”. The Operator shall guarantee that it will maintain or exceed the capability to achieve the same Performance Guarantee as demonstrated by the Acceptance of the DSR Processing System and that the recovery rates of each specified commodity meet the requirements of Appendix 7.

**4. Commodity Quality and Marketability Guarantee**

Refer to Appendix 4 of the Service Agreement, “Recovered Material Specifications”. The Operator shall guarantee that it will maintain the capability to achieve the same Performance Guarantee as demonstrated by the Acceptance of the DSR Processing System and that the commodities produced by the DSR Processing System meet or exceed the requirements of Appendix 4.

**5. Indoor Storage Guarantee**

All Acceptable Materials, Rejects and Residue at the Site shall be received, maintained and stored indoors. This includes but is not limited to Acceptable Material, Rejects and Residue piles on the tipping floor, finished bales, and tools. All mobile equipment and Rolling Stock shall be stored indoors while not in use. Outdoor storage of finished bales is permitted as long as such bales are contained in enclosed trailers. Glass piles shall also be permitted to be stored outdoors as long as [DISCUSS].

**6. Delivery Timeframe Guarantee**

The Operator shall guarantee to receive and unload all inbound loads within the maximum timeframe. Refer to Appendix 9, “Liquidated Damages” which identifies this maximum timeframe. This will be accomplished by methods including but not limited to efficiently coordinating traffic, throughput and pile management on the tip floors.

The timeframe refers to the time it takes any single vehicle to enter the Facility, unload material at the tip floor and leave the facility. This guarantee only applies to vehicles that are onsite to unload materials to be processed by the DSR Processing System.

**7. Receiving Hours Guarantee**

Rockland Green receives loads of material according to the following schedule:

<b>DAY</b>	<b>SCALE RECEIVING HOURS</b>
Monday	6:30 AM – 4:30 PM
Tuesday	6:30 AM – 4:30 PM
Wednesday	6:30 AM – 4:30 PM
Thursday	6:30 AM – 4:30 PM
Friday	6:30 AM – 4:30 PM

**Rockland Green****Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

---

Saturday	6:30 AM – 12:00 PM
Sunday	CLOSED

The Operator shall adhere to this schedule and shall guarantee that all loads received in this timeframe will be received and processed in accordance with the Service Agreement. The Operator will not be permitted to receive loads after the times set forth above and shall receive loads in a manner that permits the empty outgoing hauling vehicle to be weighed at the scale within the timeframes set forth above. The Operator will be permitted to operate the facility in accordance with the current NYSDEC registration for the Facility which has established the operating hours of the Facility as 6:30 a.m. – 7:00 p.m. and any future timeframes established in a NYSDEC registration for this Facility.

If, during the term of the Service Agreement, Rockland Green at its sole discretion decides to modify the receiving hours in any way, the Operator shall accommodate the modified schedule.

**8. Staffing Level Guarantee**

The Operator shall guarantee to staff the facility in accordance with the approved O&M Plan. A Proposer shall include an outline of the O&M Plan included as part of its proposal. For additional details, refer to Appendix 3 of the Service Agreement, “Operations and Maintenance Plan”. Upon Approval of the Operator’s submitted O&M Plan, the Operator shall strictly adhere to the approved staffing levels set forth therein during all hours of operation.

**9. Tipping Floor Overnight Storage Guarantee**

The Operator shall guarantee that at the end of each day, no more than the maximum allowed quantity of material shall be present on the tipping floor, per the table below:

<b>Material</b>	<b>Location</b>	<b>Maximum Allowed Quantity</b>
Commingled Containers	Area 4	20 Tons
Fiber (inclusive of any and all fiber streams combined)	Area 1	30 Tons

The quantity of material on each tip floor shall be determined based off a reasonable estimate from Rockland Green or its Engineer.

**APPENDIX Q**

**FLOW CONTROL EXEMPT BUSINESSES**

## APPENDIX Q

### FLOW CONTROL EXEMPT BUSINESSES

BUSINESS NAME	LOCATION	EXEMPTION: GRANTED / DENIED / PENDING / N/A	RULE	DATE FINALIZED	YEAR COMPLETED
Advanced Distribution Systems	Northvale, NJ	GRANTED	6	December 4, 2012	2012
Aptar	Congers	GRANTED	6	March 23, 2015	2015
Costco	Nanuet	GRANTED	6	November 10, 2011	2011
David MacKenzie Landscaping LLC	Sloatsburg	GRANTED	7	August 10, 2012	2012
General Bearing Corp.	West Nyack	GRANTED	6	October 16, 2012	2012
Intercos America Inc.	Congers	GRANTED	6	April 18, 2013	2013
Novartis Pharmaceuticals Corp. <b>CLOSED</b>	Suffern	GRANTED	6	November 10, 2011	2011
Orange & Rockland Utilities	Spring Valley	GRANTED	6	October 11, 2012	2012
O'Sullivan Tree Care Inc.	West Nyack	GRANTED	7	June 4, 2012	2012
Pfizer	Pearl River	GRANTED	6	April 13, 2011	2011
Wal-Mart Stores Inc. (store 2905)	Suffern	GRANTED	6	December 5, 2013	2013
Wicks Arborists	Spring Valley	GRANTED	7	November 10, 2011	2011
Rockland Bakery, Inc.	Nanuet	GRANTED	6	February 13, 2018	2018
Fisk Industries	Orangeburg	GRANTED	6	November 14, 2018	2018
API Industries, Inc. (dba ALUF Plastics)	Orangeburg	GRANTED	6	April 24, 2019	2019

## **REFERENCE DOCUMENTS**

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

---

**REFERENCE DOCUMENT A**

**LOCAL LAW NO. 2 OF 2008, COUNTY OF ROCKLAND, STATE OF NEW YORK –  
FLOW CONTROL**



**LOCAL LAW NO. 2 OF 2008  
COUNTY OF ROCKLAND  
STATE OF NEW YORK**

(Introduced by: Hon. Ilan S. Schoenberger, Hon. VJ Pradhan, Hon. William L. Darden,  
Hon. Michael M. Grant, Hon. Patrick J. Moroney, Hon. Harriet D. Cornell,  
Hon. Connie L. Coker, Hon Philip Soskin, Hon. Douglas Jobson, Hon. John A. Murphy)

Mr. Schoenberger offered the following Local Law, which was seconded by Mr. Soskin and adopted:

A local law regulating the County-wide collection and disposition of solid waste generated in Rockland County, including garbage, recyclables, construction and demolition debris, and yard waste, and for the prohibition of the disposal of any waste materials in any manner except as set forth in this law.

Be it enacted by the legislature of the County of Rockland as follows:

Section 1. A new Chapter 350 of the Laws of Rockland County, which shall be known as the “County Flow Control Law regulating the County-wide collection and disposition of solid waste generated in Rockland County, including garbage, recyclables, construction and demolition debris, and yard waste, and for the prohibition of the disposal of any waste materials in any manner except as set forth in this law” [“County Flow Control Law”], is hereby added to read as follows:

**CHAPTER 350  
COUNTY FLOW CONTROL LAW REGULATING THE COUNTY-  
WIDE COLLECTION AND DISPOSITION OF SOLID WASTE GENERATED IN  
ROCKLAND COUNTY, INCLUDING GARBAGE, RECYCLABLES,  
CONSTRUCTION AND DEMOLITION DEBRIS, AND YARD WASTE, AND  
FOR THE PROHIBITION OF THE DISPOSAL OF ANY WASTE MATERIALS  
IN ANY MANNER EXCEPT AS SET FORTH IN THIS LAW**

- § 350-1. Legislative Intent.**
- § 350-2. Definitions.**
- § 350-3. Rockland County Solid Waste Management Authority.**
- § 350-4. Rockland County Department of Health.**
- § 350-5. Provision for Regular and Reliable Collection and Disposition of Waste.**
- § 350-6. Requirements for Set Out, Collection, and Disposal of Residential Solid Waste.**
- § 350-7. Requirements for Set Out, Collection, and Disposal of Residential Recyclables.**
- § 350-8. Requirements for Set Out, Collection, and Disposal of Residential Yard Waste.**
- § 350-9. Requirements for Set Out, Collection, and Disposal of Construction and Demolition Debris.**
- § 350-10. Requirements for Set Out, Collection, and Disposal of Commercial Solid Waste.**
- § 350-11. Requirements for Set Out, Collection, and Disposal of Commercial Recyclables.**
- § 350-12. Hauler Waste Collection and Disposal Requirements.**
- § 350-13. Landscaper Waste Collection and Disposal Requirements.**
- § 350-14. Prohibition Against Unauthorized Dumping and Scavenging.**
- § 350-15. Enforcement: Penalties.**
- § 350-16. Implementation.**
- § 350-17. Severability.**
- § 350-18. Effective Date.**

**§ 350-1. Legislative Intent.**

- A. The management of solid waste is the inherent responsibility of local government, whose authority in this area is derived from its police powers. County-wide collection and disposition of municipal solid waste, more commonly referred to as “flow control”, will allow for more effective and environmentally responsible waste planning and management, and more effective implementation of the County’s integrated solid waste management plan.
- B. Flow control is needed so that environmentally beneficial management options which are not economically appealing to the waste management industry, such as source reduction, resource recovery, and alternative solid waste processing technologies, can be implemented. Flow control will further the goals of protecting the public health, safety, and welfare of the citizens of Rockland County from offensive materials by regulating the removal, transportation and disposal of solid waste and reducing the amount of infected and contaminated solid waste that would require special processing.

- C. More than 16 years after the adoption of its integrated solid waste management plan in September 1991, the County desires to further increase its rate of recycling, and to implement an alternative solid waste processing technology with the goal of eliminating, or severely reducing the amount of County generated waste that needs to be disposed of in landfills. Flow control will guarantee the quantity of waste to make the implementation of an alternative solid waste processing technology a viable goal, and serve important environmental and public health, welfare, and safety objectives.

**§ 350-2. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

"Authority" means the Rockland County Solid Waste Management Authority, a public benefit corporation organized and existing under the Rockland County Solid Waste Management Authority Act, Title 13-M of Article 8 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended from time to time.

"Biodegradable Leaf Bags" means kraft paper bags used in storing and composting Yard Waste.

"Bulk Items" means items that may be too large to fit into standard household trash cans or are typically not collected as part of weekly trash collections, such as small household appliances and housewares; painted, laminated and treated wood, including lumber under 4 feet in length and under 25 pounds, and plywood; furniture (wooden and upholstered); mattresses; textiles; bulky plastics; packing materials; insulation; office equipment; and small machinery, generated within the County and which has been discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, having served their intended use. Bulk Items shall not include any items or materials that appear on the list of designated recyclables.

"Commercial" means any firm, company, corporation, partnership, association, institution, multi-family residence, townhouse, cooperative or condominium apartment building or complex, joint stock association or any other group of individuals, or other entity providing a public service or engaged in a business for profit, and includes the plural as well as the singular.

"Construction and Demolition Debris" means solid waste resulting from construction, remodeling, repair, demolition of structures, and road building, which is generated within the County. Such wastes include but are not limited to bricks, concrete and other masonry materials, lumber, and asphalt, as designated by the Authority, and modified from time to time, by resolution.

"County" means the County of Rockland.

"Curbside" means the location within five feet from the public street at which yard waste, solid waste, scrap metal, construction and demolition debris, or recyclables may be set out for collection by a hauler.

"Department of Health" means the Rockland County Department of Health.

"Designated Facility" means any publicly owned solid waste facility(ies) and/or any solid waste facility(ies) owned and/or operated by the authority, and designated by the authority for acceptance or disposal of yard waste, solid waste, construction and demolition debris, scrap metals, and/or recyclables, including but not limited to transfer stations, materials recovery facilities, drop off centers, and resource recovery facilities.

"Designated Recyclables" shall mean Recyclables, as designated by the Authority, and modified from time to time by resolution and which shall be separated from the solid waste stream for collection and/or delivery to a materials recovery facility or other recycling facility.

"Dumpster Container" means a container used for the purpose of temporarily holding construction and demolition debris, solid waste, scrap metals, or recyclables and which generally ranges in size from 1/2 cubic yard to 40 cubic yards.

"Hauler" shall mean each such individual or carting company, or any municipality providing such collection service, authorized by a valid permit issued by the department of health to collect, pickup, remove, transport and/or dispose or cause to be collected, picked up, removed, transported or disposed any yard waste, solid waste, construction and demolition debris, scrap metals, and/or recyclables generated within the County and placed at curbside or other designated area for collection by such hauler.

"Infectious Waste" means any material containing any organism (such as a virus or bacterium) that is capable of being communicated by invasion and multiplication in body tissues and is capable of causing disease or adverse health impacts in humans.

"Landscaper" means any person or entity, commercial or otherwise, who performs the following services for customers within Rockland County for financial consideration: cutting, trimming, lawn care, and maintenance of trees and shrubs; collection, consolidation, and removal of yard waste.

"Materials Recovery Facility" means any designated facility where designated recyclables are received and processed.

"Municipality" means the County, any village, town, city, school district, special district, or public authority located in the County, or any combination thereof.

“Owner” means any Person who, alone or jointly or severally with another: (1) shall have legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or (2) shall have charge, care, or control of any dwelling or dwelling unit, as owner, lessee, mortgagee or vendee in possession, assignee of rents, or as a receiver; of an executor, administrator, trustee, or guardian of the estate of the owner. Any agent for any of the above shall be bound to comply with the provisions of this law to the same extent as if he were the owner.

“Permit” means a written license and authorization to carry on a specified activity or activities as regulated by this law and includes any written approval issued by the commissioner of the department of health or his duly designated representative.

"Person" shall mean and include any individual; landlord, tenant, owner or manager of a multi-family residence, townhouse, cooperative or condominium apartment building or complex; chief executive officer, owner or manager of a commercial entity; director or manager of any institution, including non-profit or tax-exempt organizations; firm; public or private corporation; municipality; political subdivision; association; partnership; institution; public body; joint stock association or any other group of individuals, including apartment, condominium, and townhouse association, and the term person shall include plural as well as singular.

“Putrescible” means that the material in question is capable of undergoing the process of decomposition resulting in the formation of malodorous byproducts.

"Recyclables" means any material generated within the County and which under any applicable law, is not hazardous and which is designated to be separated from the waste stream to be recycled.

“Regulated Medical Waste” means any medical waste that is a solid waste that is generated in the diagnosis, treatment (e.g., provision of medical services), or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, that is not excluded or exempted under 6 NYCRR Part 360-17.2(h)(2).

“Rockland County Sanitary Code” means the Sanitary Code of the County of Rockland.

“Scrap Metals” means white goods (stoves, refrigerators, washing machines, dishwashers and hot water heaters), metal furniture, recognizable and uncontaminated metal vehicle parts (excluding mufflers and catalytic converters and parts that contain fluids or motor oils), metal pipes, bed frames, metal sheds and other metal objects, generated within the County and which has been discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, having served their intended use.

"Solid Waste" means all Putrescible and non-Putrescible solid wastes resulting from handling, preparation, cooking, serving or consumption of food and other non-recyclable household waste products, as well as residue from the burning of coal or wood, as well as bulk items, which are generated within the County. It shall include, but not be limited to, materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, or that are being accumulated, stored, or physically, chemically or biologically treated prior to being discarded or rejected, having served their intended use, or as a manufacturing by-product, including, but not limited to, garbage, refuse, industrial, commercial and agricultural waste, rubbish, ashes, contained gaseous material, incinerator residue, offal, but not including sewage sludge and other highly diluted water-carried materials or substances and those in gaseous form, special nuclear or by-product material within the meaning of the Atomic Energy Act of 1954, as amended, or waste which appears on the list or satisfies the characteristics of hazardous waste promulgated by the Commissioner of the New York State Department of Environmental Conservation.

"Suitable Container" means the receptacles to be utilized for the set-out of mandated materials, as designated by the Authority.

"Tires" shall mean tires from cars and trucks and their casings.

"Yard Waste" means grass clippings, leaves, and brush which are generated within the County, and excluding trees and tree stumps, and which shall be separated from the solid waste stream for collection and/or delivery to a designated facility. yard waste may also include other types of green waste as designated by the authority, and modified from time to time, by resolution.

"Yard Waste Composting Facility" means all publicly-owned yard waste composting facility(ies) designated by the authority to receive, process, and market compost and wood products from yard waste generated within the County.

### **§ 350-3. Rockland County Solid Waste Management Authority.**

The Rockland County Solid Waste Management Authority shall implement and administer the provisions of this law related to:

- A. Determination of the designated facility that shall serve a particular Municipality;
- B. Determination of the types of wastes that shall be handled and processed at each designated facility;
- C. Designation of those materials that are to be separated and collected for recycling at the materials recovery facility or other designated facility. A current official list of designated recyclables shall be maintained by and be available from the authority;
- D. Coordination with the Department of Health on the implementation and enforcement of this law, and exchange of information with the Department of Health related to such implementation and enforcement;

- E. Promulgation of regulations applicable to Commercial entities requesting Authority approval of their recycling programs for purposes of § 350-11C of this law;
- F. Promulgation of regulations applicable to landscapers, tree service companies, and green waste recyclers requesting authority approval of their green waste recycling programs for purposes of § 350-13D of this law;
- G. Promulgation of such other regulations and performance of such other duties and functions determined by the Authority to be in furtherance of the goals of this law.

**§ 350-4. Rockland County Department of Health.**

- A. The Commissioner of the Department of Health shall enforce violations for any non-compliance with the provisions of this law.
- B. The Rockland County Department of Health shall require a background check and fingerprinting of a hauler's principals as a requirement for issuance of a permit under Article III of the Rockland County Sanitary Code to commercially collect, pickup, remove or transport or cause to be collected, picked up, removed or transported any yard waste, construction and demolition debris, solid waste, scrap metals, and/or recyclables. the commissioner of the department of health may satisfy the requirement for such background checks and fingerprinting by recognizing the licenses of other jurisdictions such as the Town of Clarkstown, Town of Orangetown, County of Westchester, the City of New York, and any other jurisdiction that requires background checks and fingerprinting for issuance of a hauling permit or license.
- C. The Department of Health shall coordinate with the Authority on the implementation and enforcement of this law, and provide the exchange of information related to such implementation and enforcement between the Department of Health and the Authority.
- D. All such costs incurred by the Department of Health pursuant to this law shall be reimbursed by the Authority, including enforcement actions.
- E. The Commissioner of Health shall require all permittees covered by this law to submit quarterly reports, on forms provided by the Department of Health, of the amounts (in cubic yards or tons, as applicable) of solid waste, yard waste, construction and demolition debris, scrap metals, and recyclables and the facility to which such materials were delivered.

**§ 350-5. Provision for regular and reliable collection and disposition of waste.**

- A. In order to provide for public health and safety and to facilitate the conservation of vital resources, each person shall provide for the removal of yard waste, solid waste, construction and demolition debris, scrap metals and designated recyclables from the property on which they are generated either through a service provided by a municipality or hauler or by direct haul by such person to the designated facility as determined by the authority to serve the municipality where such person resides or has a place of business, and which receives each such type of waste.
- B. In order to provide for public health and safety and to facilitate the conservation of vital resources, each commercial entity shall provide for the removal of yard waste, solid waste, construction and demolition debris, scrap metals, and recyclables from the property on which they are generated either through a service provided by a hauler or by direct haul to the designated facility as determined by the authority to serve the municipality where such commercial entity resides or has a place of business, and which receives each such type of waste.
- C. It shall be a violation of this law for any person to place at curbside or other designated area for collection any appliance containing chlorofluorocarbons ("CFCs"), such as Freon, in such a manner that would allow for it to be crushed or for CFCs to escape into the atmosphere.
- D. This law shall not affect the handling and disposal of infectious waste and regulated medical waste by medical facilities, such as doctor's offices, clinics, nursing homes, and hospitals.

**§ 350-6. Requirements for set out, collection, and disposal of residential solid waste.**

- A. In order to provide for public health and safety, each person shall provide for the separation of solid waste from all other types of waste and shall provide for the placement of such solid waste into a dumpster container, compactor, or other suitable container at curbside or other designated area for collection by a hauler.
- B. All solid waste placed at curbside or other designated area for collection by a hauler must be delivered to the designated facility.
- C. It shall be a violation of this law for any person to place at curbside or other designated area for collection any can, container or dumpster container that has scrap metals, recyclables or yard waste mixed with solid waste.



- D. Yard waste shall be separately placed in biodegradable leaf bags or as directed by the municipality where the person resides or has a place of business, and set out for collection by a hauler.
- E. All scrap metals must be separately placed at curbside or other designated area for collection by a hauler. such scrap metals must be delivered to the designated facility.

**§ 350-7. Requirements for set out, collection, and disposal of residential recyclables.**

- A. In order to facilitate the conservation of vital natural resources through recycling, each person shall separate their designated recyclables from all other types of waste and shall provide for the placement of such designated recyclables into separate suitable containers designated for each type of designated recyclables, e.g., paper products and containers made of aluminum, glass, ferrous metals, and all grades of plastic.
- B. All recyclables placed at curbside for collection by a hauler must be delivered to the materials recovery facility or other designated facility.

**§ 350-8. Requirements for set out, collection, and disposal of residential yard waste.**

- A. In order to provide for public health and safety, each person creating their own yard waste shall provide for the separation of yard waste from all other types of waste and shall provide for the placement of such yard waste into biodegradable leaf bags at curbside for collection by a hauler, or as directed by the municipality where the person resides or has a place of business.
- B. All yard waste placed at curbside for collection must be delivered to the designated facility.
- C. All yard waste generated by the activities of a landscaper and collected and/or consolidated for removal by said landscaper from the premises where generated must be delivered to the designated facility.
- D. Where allowed by law or regulation, this section shall not prohibit private non-commercial composting of yard waste, or mulching of leaves, grass clippings and cuttings.

**§ 350-9. Requirements for set out, collection, and disposal of construction and demolition debris.**

- A. In order to provide for public health and safety, all construction and demolition debris that has been placed into a dumpster container for collection by a hauler must be delivered to the designated facility.
- B. In order to facilitate the conservation of vital natural resources through recycling, each person and commercial entity shall separate their construction and demolition debris from all other types of waste and shall provide for the placement of such separated construction and demolition debris into suitable containers for pick up by a hauler and delivery to the designated facility.

**§ 350-10. Requirements for set out, collection, and disposal of commercial solid waste.**

- A. In order to provide for public health and safety, each commercial or industrial entity that generates solid waste shall provide for the separation of such waste from all other types of waste and shall cause the placement of such solid waste into a dumpster container, compactor, or other suitable container and the placement of such container at curbside or other designated area for collection by a hauler.
- B. All such solid waste placed at curbside or other designated area for collection by a hauler must be delivered to the designated facility.
- C. All scrap metals must be separately placed at curbside or other designated area for collection by a hauler. Such scrap metals must be delivered to the designated facility.

**§ 350-11. Requirements for set out, collection, and disposal of commercial recyclables.**

- A. In order to facilitate the conservation of vital natural resources through recycling, each commercial and industrial entity shall provide for the separation of designated recyclables from all other types of waste and shall provide for the placement of such designated recyclables into separate suitable containers labeled as containing recyclables and set out at curbside or other designated area for collection by a hauler.
- B. All recyclables placed at curbside or other designated area for collection by a hauler must be delivered to the materials recovery facility or other designated facility.
- C. The provisions of this section shall not apply to any commercial entity having in place a recycling program approved by the Authority pursuant to regulations promulgated in accordance with § 350-3A(5) of this law.

**§ 350-12. Hauler waste collection and disposal requirements.**

- A. It shall be a violation of this law for any hauler without a valid permit issued by the Department of Health pursuant to Article III of the Rockland County Sanitary Code, to commercially collect, pickup, remove or transport or cause to be collected, picked up, removed or transported any yard waste, solid waste, construction and demolition debris, scrap metals, and/or recyclables placed at curbside or other designated area for collection by a hauler. Each such collection, pick up, or removal from one or more premises shall constitute a separate and distinct offense in violation of this law.
- B. It shall be a violation of this law for any hauler to take yard waste, solid waste, construction and demolition debris, scrap metals, and/or designated recyclables to any facility other than a designated facility.
- C. From the time of placement of yard waste, solid waste, construction and demolition debris, scrap metals, and/or designated recyclables at curbside or other designated area by a person for collection by a hauler in accordance herewith, such yard waste, solid waste, construction and demolition debris, scrap metals, and designated recyclables shall be delivered to the designated facility.
- D. Solid waste shall not be mixed with either recyclables (including scrap metals) or with yard waste; each such type of waste shall be separately collected and separately disposed at the designated facility.
- E. Tires shall not be mixed with solid waste but must be separately collected and disposed at the designated facility.
- F. It shall be a violation of this law for any hauler to handle any appliance containing CFCs, such as freon, in such a manner that would allow for it to be crushed or for CFCs to escape into the atmosphere.
- G. Every hauler shall offer recyclables collection to those persons for whom said hauler provides removal, collection or transport of solid waste.
- H. Every hauler shall submit written quarterly reports, on forms to be provided by the department of health, to the department of health and to the authority, of the amounts (in cubic yards or tons, as applicable) of solid waste, yard waste, construction and demolition debris, scrap metals, and recyclables collected during the quarter ended and the facility to which such materials were delivered, and any other information which the commissioner of Health shall, from time to time, require.
- I. Failure to comply with the provisions of this § 350-12 shall subject the violator to the penalties set forth in § 350-15.

**§ 350-13.      Landscaper waste collection and disposal requirements.**

- A.     It shall be a violation of this law for any landscaper to take yard waste to any facility other than a designated facility.
- B.     Yard waste shall not be mixed with any other type of waste but must be separately collected and disposed at the designated facility.
- C.     Failure to comply with the provisions of this § 350-13 shall subject the violator to the penalties set forth in § 350-15.
- D.     The provisions of this section shall not apply to any landscaper, tree service company, or green waste recycler having in place a green waste recycling program approved by the Authority pursuant to regulations promulgated in accordance with § 350-3A(6) of this law.
- E.     Every landscaper shall submit written quarterly reports, on forms to be provided by the department of health, to the department of health and to the Authority, of the amounts (in cubic yards or tons, as applicable) of yard waste collected during the quarter ended and the facility to which such materials were delivered, and any other information which the Commissioner of Health shall, from time to time, require.

**§ 350-14.      Prohibition against unauthorized dumping and scavenging.**

- A.     It shall be a violation of this law for any person to place for the purpose of collection solid waste, recyclables, construction and demolition debris, scrap metals, or yard waste at a property other than the property generating said material.
- B.     It shall be a violation of this law for any person to place solid waste, recyclables, construction and demolition debris, scrap metals, or yard waste in dumpsters and/or containers designated for solid waste use by commercial and/or industrial entities.
- C.     It shall be a violation of this law for any person to bury and/or burn solid waste material on public or private property, unless authorized by the applicable village or town.
- D.     It shall be a violation of this law for any person to throw, dump, deposit or place solid waste, recyclables, construction and demolition debris, scrap metals, and/or yard waste along the roadside or on public and/or private property within the County without the express consent of the owner of such property.

- E. It shall be a violation of this law for any person to cause to be thrown, dumped, deposited, or placed solid waste, recyclables, construction and demolition debris, scrap metals, or yard waste along any public or private road or on lands bordering such roads.
- F. It shall be a violation of this law for any person to burn, break, destroy, scatter, scavenge, collect or take any recyclables without the consent of the owner of such materials.
- G. It shall be a violation of this law for any person to burn, break, destroy, scatter, scavenge, collect or take any recyclables from any recyclables drop-off location in the County or other designated facility.

**§ 350-15. Enforcement; penalties for offenses.**

- A. Presumptions. The following shall be rebuttable presumptions in the enforcement of the provisions of this law:
  - (1) The placement or presence of any container which is marked or identified with the name of any hauler, at any location within the County, shall be presumptive evidence that said hauler is providing solid waste, construction and demolition debris, scrap metals, or recyclables collection services at said location within the County as of the date of said placement or presence.
  - (2) Evidence of solid waste, construction and demolition debris, scrap metals, or designated recyclables in a container and subsequent observation of the same container empty, shall be presumptive evidence that solid waste, construction and demolition debris, scrap metals, or designated recyclables were collected from the container by the hauler whose name is marked on the container. If such container does not bear the name of any hauler, the presumption shall be that solid waste, construction and demolition debris, scrap metals, or designated recyclables were collected by the hauler who is responsible by contract or otherwise for collection of solid waste, construction and demolition debris, scrap metals, and/or designated recyclables at that location.
  - (3) The failure to deliver any yard waste, solid waste, construction and demolition debris, scrap metals, and/or designated recyclables to a designated facility within three days of the collection of such yard waste, solid waste, construction and demolition debris, scrap metals, and/or designated recyclables from any location within the County shall be presumptive evidence that the yard waste, solid waste, construction and demolition debris, scrap metals and/or designated recyclables were illegally dumped or disposed of at a location other than a designated facility.

- (4) Service upon any person, landscaper, or hauler in a manner consistent with the requirements of applicable law shall be presumptive evidence that such notice was received by that person, landscaper, or hauler.

B. Enforcement by civil penalties.

- (1) The provisions of this law may be enforced as deemed appropriate by the Commissioner of the Department of Health.
- (2) The Commissioner of the Department of Health shall prescribe and impose administrative sanctions and/or civil penalties up to \$1,000 for the violation of or failure to comply with any provision of this law or any regulation promulgated hereunder, as prescribed below.
- (3) The Commissioner of the Department of Health shall be empowered to exercise all quasi-judicial powers conferred by the New York State Public Health Law, including but not limited to the issuance of subpoenas; designation of members of the Department of Health to issue subpoenas; issuance of warrants to the sheriff of the County to bring to its aid the power of the County whenever it shall be necessary to do so; compel the attendance of witnesses; administer oaths to witnesses and compel them to testify; cause to be held a hearing on any violation of the provisions of this law after adequate notice to the person, landscaper, or hauler concerned; and maintain actions in any court of competent jurisdiction to restrain by injunction violators of the provisions of this law or any of the commissioner's orders, rules and regulations, or any of the authority's rules and regulations, promulgated in furtherance of the provisions of this law.
- (4) For purposes of penalties, each day during which a violation continues shall be deemed to be a separate violation.

C. Administrative sanctions and civil penalties.

- (1) Violation letter. Upon any violation of the provisions of this law or any regulation of the Department of Health or the Authority promulgated hereunder, the Commissioner of Health or his designee may serve notice of the violation on the person, landscaper, or hauler to be charged in accordance with applicable law.
- (2) Formal hearing on violation. The Commissioner of Health, or his designee, shall hold a hearing on the alleged violation in accordance with the provisions of Article I of the Rockland County Sanitary Code governing hearings.

(3) Civil penalties.

- (a) Any person, landscaper, or hauler who violates, disobeys or disregards the terms of any lawful notice, order or regulation of the Commissioner of Health or the Authority shall be subject to the imposition of a civil penalty by the Commissioner, not exceeding \$1,000 for each single violation or failure or omission to act.
- (b) In determining the administrative penalty to be imposed, the Commissioner of Health shall take into account the severity of the violation, the impact upon the public health and welfare of the County, the environment, or the designated facility, and any past violations.
- (c) The penalty provided for by this section may be sued for and recovered by the Commissioner in the name of the County in any court of competent jurisdiction.
- (d) Each day or a part of a day on which violation(s) or failure continues shall constitute a separate violation.
- (e) For serious, repeated or persistent violations of any of the provisions of this law or any regulations promulgated hereunder, the Commissioner of Health may maintain an action in any court of competent jurisdiction to restrain by injunction violators of the provisions of this law or any of the Commissioner of Health's orders, rules and regulations, or of the Authority, promulgated in furtherance of the provisions of this law.
- (f) In addition to, or in lieu of, any administrative monetary penalty, the Commissioner of Health may suspend or revoke the right of any permittee covered by this law to transport solid waste, construction and demolition debris, scrap metals, yard waste, or designated recyclables within the County or to dispose of such materials at a designated facility.

(4) Enforcement other than by prosecution.

- (a) In lieu of enforcement of this law by way of recovery of civil penalties, revocation of permits, seizure, embargo and condemnation or other means, the Commissioner of Health, or his duly authorized representative, may seek to obtain the voluntary compliance with this law by way of notice, warning or educational means, as deemed appropriate in the discretion of the Commissioner of Health taking into consideration all of the circumstances surrounding such violation.
- (b) This section shall not be construed to require that such non-compulsory methods must be employed or attempted before proceeding by way of compulsory or other legally proscribed procedures.

**§ 350-16. Implementation.**

The Authority shall cause to be drawn up an implementation schedule or schedules which shall list all portions of this Local Law which remain to be implemented. Such schedule or schedules shall be mailed by certified mail return receipt requested to the Clerk of the County Legislature, the County Clerk, and to each municipality, addressed to the clerk of each such municipality. Said schedule or schedules shall be effective upon the date of such mailing.

**§ 350-17. Severability.**

If any part of this law is found to be illegal by a court of competent jurisdiction, the remaining sections shall remain in full force and effect.

**§ 350-18. When effective.**

This law shall be effective immediately upon filing with the New York State Secretary of State

The vote resulted as follows:

Ayes:	11	(Legislators Coker, Darden, Grant, Hood, Jr., Jobson, Michel, Murphy, Schoenberger, Soskin, Wolfe, Cornell)
Nays:	04	(Legislator Bierker, Day, Meyers, Sparaco)
Absent:	02	(Legislators Moroney, Pradhan)



**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

---

**REFERENCE DOCUMENT B**

**ROCKLAND COUNTY SANITARY CODE ARTICLE XVII: RECYCLING**

**ARTICLE XVII**

**SEPARATION OF NON-OFFENSIVE MATERIALS**

**17.1.0 - Declaration of Policy**

It is hereby declared to be the policy of the Rockland Health District to protect the Public Health and Environment of the citizens of Rockland County by requiring the separation of non-offensive materials from the putrescible, infectious, and offensive materials by County residents and businesses, and to enforce such requirements. (\*Revised 6/16/10.)

**17.2.0 – Purpose**

It is hereby declared that the purpose of this article is to establish, implement, and enforce reasonable non-offensive materials separation practices and procedures applicable to every person, household, business, and institution within Rockland County in order to reduce the amount of infected and contaminated solid waste that would require special processing should a highly infectious disease appear in the county. (\*Revised 6/16/10.)

**17.3.0 – Definitions**

Whenever used in this Article, unless otherwise expressly stated or unless the context or subject matter requires a different meaning, the following terms shall have the meanings herein set forth or indicated:

**17.3.1 Dwelling**

The term “**dwelling**” shall mean any building or structure, which is wholly or partly used or intended to be used for living or sleeping by human occupants.

**17.3.2 Facility**

The term “**facility**” shall mean any structure other than a single-family dwelling, occupying more than 10,000 square feet,

**17.3.3 Non-Offensive Material** (\*Added 6/16/10.)

The term “**non-offensive material**” as used in this Article shall mean -

17.3.3.1 Mixed paper defined as any clean paper products including but not limited to newspaper, mail, cardboard, school and office paper, magazines, catalogs, telephone books, paperback books and brown grocery bags.

17.3.3.2 Commingled containers defined as containers made from all grades of plastic (except styrofoam and plastic bags), aluminum, metal, and glass.

- 17.3.3.3 Construction and demolition debris as used in this Article shall mean solid waste resulting from construction, remodeling, repair, demolition of structures, and road building. Such wastes include but are not limited to bricks, concrete and other masonry materials, lumber, and asphalt.
- 17.3.3.4 Yard waste defined as grass clippings, leaves, brush and cuttings from shrubs, hedges and trees. Trees and tree stumps are exempt from this part.
- 17.3.3.5 Scrap metals as used in this Article shall mean white goods (stoves, refrigerators, washing machines, dishwashers and hot water heaters), metal furniture, recognizable and uncontaminated metal vehicle parts (excluding mufflers and catalytic converters and parts that contain fluids or motor oils), metal pipes, bed frames, metal sheds and other metal objects, and which has been discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time of such discard or rejection, having served their intended use.

**17.3.4 Garbage**

The term “**garbage**” shall mean putrescible and non-putrescible solid wastes, which are generated by any Person during any public or private activity, which are not Hazardous Wastes, liquids or sludges, or materials mandated for source separation as defined in this Article.

**17.3.5 Hazardous Waste**

The term “**hazardous waste**” shall mean any waste which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may do the following: cause or significantly contribute to, an increase in mortality, an increase in serious irreversible or incapacitating illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise mismanaged.

**17.3.6 Infectious Material**

The term “**infectious material**” shall mean any material containing any organism (such as a virus or bacterium) that is capable of being communicated by invasion and multiplication in body tissues and is capable of causing disease or adverse health impacts in humans.

**17.3.7 Offensive Materials**

The term “**offensive materials**” as used in this Article shall mean any sewage, fecal matter, manure, offal, garbage, dead animals, meat wastes, blood, petroleum waste products, liquid or solid chemicals, pool waste water, any putrescible organic matter, the contents of sewage disposal systems (either liquid or solid state), or any substance or liquid dangerous or prejudicial to health, safety or general welfare, or gives rise to offensive odors. This shall include solid waste

as defined in Chapter 350-2 of the Laws of Rockland County to the extent permitted by all other New York State Laws and Regulations. (\*Revised 6/16/10.)

**17.3.8 Owner**

The term “**owner**” shall mean any person who, alone or jointly or severally with another: (1) shall have legal title to any dwelling or dwelling unit, with or without accompanying actual possession thereof; or (2) shall have charge, care, or control of any dwelling or dwelling unit, as owner, lessee, mortgagee or vendee in possession, assignee of rents, or as a receiver; of an executor, administrator, trustee, or guardian of the estate of the owner. Any agent for any of the above shall be bound to comply with the provisions of this Part to the same extent as if he were the owner.

**17.3.9 Person**

The term “**person**” shall mean and include any individual, firm, public or private corporation, municipality, political subdivision, association, partnership, institution, public body, facility manager, condominium or townhouse association, joint stock association or any other group of individuals, and includes plural, as well as singular.

**17.3.10 Putrescible**

The term “**putrescible**” shall mean that the material in question is capable of undergoing the process of decomposition resulting in the formation of malodorous byproducts.

**17.3.11 Suitable Container**

The term “**suitable container**” shall mean the receptacles to be utilized for the set-out of mandated materials, in accordance with applicable municipal ordinance, as supplied by the applicable municipality, or as approved by the Commissioner of Health.

**17.4.0 Separation and Storage Requirements:** (\*Revised 6/16/10.)

17.4.1 All persons, in accordance with the provisions of this Article, shall not combine non-offensive materials with any hazardous waste, infectious material, offensive material, or any other non-offensive material. (\*Revised 6/16/10.)

17.4.2 All commingled containers listed in Section 17.3.3.1 shall be drained, rinsed or wiped to remove excessive putrescible, infectious or offensive material before storage, transportation, or collection so as to maintain a sanitary environment. (\*Revised 6/16/10.)

17.4.3 All mixed paper products and commingled containers shall not be combined and must be stored in separate suitable container protected from the weather and of a size suitable for the quantity of material generated on the site. (\*Revised 6/16/10.)

**Rockland County Sanitary Code**

17.4.4 Concrete and asphalt shall not be combined with any other construction and demolition debris listed in Section 17.3.3.2. (\*Added 6/16/10.)

17.4.5 Suitable containers shall have appropriate signage identifying the materials to be placed in each receptacle and prohibiting the use of the suitable container for ordinary garbage. (\*Revised 6/16/10.)

**17.5.0 - Mandatory Reporting Requirements**

17.5.1 The following Persons shall complete and submit a Separation of Non-Offensive Materials Plan to the Rockland County Health Department: (\*Revised 6/16/10.)

17.5.1.1 Any person, other than a homeowner, who owns or operates a facility of 10,000 sq. ft. or more;

17.5.1.2 Any person who employs fifteen (15) or more employees; (\*Revised 6/16/10.)

17.5.1.3 Any person who owns or operates an apartment, condominium or townhouse complex consisting of three or more dwelling units.

17.5.2 Such plan shall be submitted on a form supplied by the Commissioner of Health or in a format approved by the Commissioner of Health.

17.5.3 Such plan shall be submitted no later than sixty (60) days after the effective date of this Article.

17.5.4 Such plan shall be implemented within ninety (90) days of approval.

17.5.5 For persons employing more than one hundred (100) employees, such plan shall be reviewed every year and an updated plan shall be submitted to the Health Department no later than January 15<sup>th</sup> of each year. For all other persons required to submit a Separation of Non-Offensive Materials Plan, such plan shall be reviewed every five years and an updated plan shall be submitted to the Health Department no later than January 15<sup>th</sup> of that year. (\*Revised 6/16/10.)

17.5.6 If such plan is modified at any time, the modified plan shall be submitted to the Health Department within sixty (60) days of completion. (\*Added 6/16/10.)

**17.6.0 - Severability**

If any part of this Article is found to be invalid by a court of competent jurisdiction, the remaining sections shall remain in full force and effect.

**17.7.0 – Fee** (\*Added 6/16/10.)

A fee shall be charged for each plan review in accordance with Article I of the Rockland County Sanitary Code. This fee shall be paid by cash, check or money order made

**Rockland County Sanitary Code**

payable to the Commissioner of Finance of Rockland County. Payment shall accompany the submission of the Separation of Non-Offensive Materials Plan.

**17.8.0 - Effective Date** (\*Revised 6/16/10.)

Article XVII became effective on May 1, 2000. Revised: June 1, 2003 and October 26, 2005. Revised June 18, 2008. Added to and revised June 16, 2010.

**Rockland Green**

**Request for Proposals for Operation and Maintenance of the Materials Recovery Facility in Hillburn, NY  
RFP 2021-17**

---

**REFERENCE DOCUMENT C**

**EQUIPMENT CONTRACTOR WARRANTY BOND**

---

## WARRANTY BOND

Bond No. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENT**, that we \_\_\_\_\_ with a place of business at \_\_\_\_\_ as principal (the “Principal”), and \_\_\_\_\_, a [corporation] qualified to do business in the State of New York, with a place of business at \_\_\_\_\_ as Surety (the “Surety”), are held and firmly bound unto the Rockland County Solid Waste Management Authority d/b/a Rockland Green as Obligee (the “Obligee”), in the sum of *[insert the that is amount equal to ten percent (10%) of the Fixed Design-Build Price]* lawful money of the United States of America (the “Penal Sum”), to be paid to the Obligee, for which payment, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

**WHEREAS**, the Principal has made a contract with the Obligee, bearing the date of May 28, 2021, and entitled the Design-Build Agreement for Design-Build of a Dual Stream Recyclables Processing System at the Materials Recovery Facility in Hillburn, NY (the “Design-Build Agreement”), all in accordance with the terms of such Design-Build Agreement and which Design-Build Agreement by reference is made a part hereof; and

**WHEREAS**, under the Design-Build Agreement, the Principal is required to provide a Performance Warranty to Rockland Green that the DSR Processing System and all components thereof meets the Technical Specifications and all applicable Minimum Performance Requirements and contract requirements contained in the Design-Build Agreement, and to produce a Warranty Bond to secure said warranty obligations.

**NOW THE CONDITIONS** of this obligation are such that if the Principal and all Subcontractors or suppliers under said Design-Build Agreement shall well and truly keep and perform all the undertakings, covenants, agreements, terms, and conditions of said Design-Build Agreement that relate to their warranty obligations on their parts to be kept and performed during the original term of said Design-Build Agreement and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions relating to the warranty obligations of any and all duly authorized modifications, alterations, changes or additions to said Design-Build Agreement, then obligations of the Surety set forth herein shall become null and void, otherwise such obligations shall remain in full force and effect.

**WHENEVER** the Principal fails or refuses after demand by Obligee to meet any Performance Warranty obligation, which shall be determined by Obligee in its sole discretion, the Surety shall promptly perform said Performance Warranty obligation under the Design-Build Agreement in accordance with all of its terms and conditions. To the extent that the Surety elects to not to



---

promptly perform the Design-Build Agreement, the Surety shall make payment to the Oblige up to the Penal Sum of this instrument, to fully satisfy said Performance Warranty obligations which have not been completed to the satisfaction of Oblige.

**IN THE EVENT** the Design-Build Agreement is abandoned by the Principal, or is terminated by the Oblige under the applicable provisions of the Design-Build Agreement, the Surety hereby further agrees that the Surety shall, if requested in writing by the Oblige, promptly take all such actions as are necessary to complete the Performance Warranty obligations of said Design-Build Agreement in accordance with its terms and conditions. To the extent that the Surety elects not to take all such actions as are necessary to complete the Performance Warranty obligations of said Design-Build Agreement, the Surety shall make payment to the Oblige up to the Penal Sum of this instrument.

**IN WITNESS WHEREFORE**, the Principal and Surety have hereto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL SURETY

\_\_\_\_\_  
\_\_\_\_\_

[Name and Seal] [Attorney-In-Fact][Seal]

\_\_\_\_\_

[Title] [Address]

\_\_\_\_\_

[Phone]

Attest:\_\_\_\_\_ Attest:\_\_\_\_\_

The rate for this Bond is \_\_\_\_\_% of the first \$\_\_\_\_\_ and \_\_\_\_\_% for the next \$\_\_\_\_\_.

The total premium for this Bond is \$\_\_\_\_\_.