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# REQUEST FOR PROPOSALS

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**RFP 2026-01  
REQUEST FOR PROPOSALS  
FOR OPERATION AND MAINTENANCE OF THE  
HOUSEHOLD HAZARDOUS WASTE FACILITY  
POMONA, NEW YORK**

**June 24, 2026**

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**NOTICE TO PROPOSERS**  
**RFP 2026-01**  
**FOR OPERATION AND MAINTENANCE OF THE**  
**HOUSEHOLD HAZARDOUS WASTE FACILITY**  
**POMONA, NEW YORK**

NOTICE IS HEREBY GIVEN that Rockland Green is issuing this Request for Proposals (RFP-2026-01) (“RFP”) for the Operation and Maintenance of their Household Hazardous Waste Facility located at 35 Firemens Memorial Drive, Pomona, NY 10970. Work will be in accordance with the RFP and the Service Contract entered into with Rockland Green.

The RFP may be obtained from the offices of Rockland Green located at 166 S Route 303 West Nyack, NY 10994 between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, on or after June 24, 2026

Sealed proposals will be received by Rockland Green by August 17, 2026, at 2:00 p.m. local time, in the offices of Rockland Green, located at 166 S Route 303 West Nyack, NY 10994. Proposals not delivered in person should be mailed to: Ryan Montal, Confidential Assistant to the Executive Director, Rockland Green, 166 S Route 303 West Nyack, NY 10994.

All proposals shall be submitted in sealed envelopes and shall be plainly marked on the outside with the statement “RFP-2026-01 Enclosed” with the Proposer’s name and the title of the RFP.

The attention of the Proposers is directed to the applicable federal, state, and local law requirements and to the “Affidavit of Non-Collusion” included in the proposal forms. Rockland Green encourages the fullest possible utilization of Minority- and Women-Owned Business Enterprises (M/WBE) and encourages good faith efforts to recruit, hire, and retain qualified veterans in connection with the Work.

By order of  
Rockland Green  
166 S Route 303  
West Nyack, NY 10994  
By: Gerard Damiani Jr., Executive Director

**RECEIPT CONFIRMATION**

**RFP 2026-01**

**Operation and maintenance of the household hazardous waste facility Pomona, New York**

(This form must be completed by each member of the Proposer team)

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

Ryan Montal  
Confidential Assistant to the Executive Director  
Rockland Green  
166 S Route 303  
West Nyack, NY 10994  
Phone: 845-753-2200  
Fax: 845-753-2281  
Email: [rmontal@rocklandgreen.com](mailto:rmontal@rocklandgreen.com)

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

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

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

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

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

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

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

I have received a copy of the above noted RFP.

\_\_\_\_\_ We will be submitting a Proposal

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

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

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

**ROCKLAND GREEN  
REQUEST FOR PROPOSALS FOR OPERATION AND MAINTENANCE OF  
THE HOUSEHOLD HAZARDOUS WASTE FACILITY**

## **1.0 BACKGROUND INFORMATION**

### **1.1 Summary of the Work**

- A. The Contractor shall furnish all labor, equipment, materials, supplies, facilities, power and incidentals necessary to operate and maintain the Rockland County Household Hazardous Waste Facility (Facility). The Contractor shall be responsible for performing all the work described in this Request for Proposals (RFP) including items not specifically identified as required to complete the Work.
- B. All of the Work shall be performed in accordance with applicable federal, state and local laws and regulations, terms and conditions of permits and approvals, and submittals, prepared by the Contractor and approved by Rockland Green. If any law, regulation, permit, approval, Contractor-prepared submittals and/or the RFP have contradicting requirements, then the most stringent requirements shall apply as determined by Rockland Green.
- C. Presented below is a list of the major work items required by the RFP. This is not a comprehensive or complete description of the Work.
  - 1. Prepare, obtain approval for and implement the specified and requested submittals.
  - 2. Maintain and operate the Facility.
  - 3. Assume responsibility for security of the Facility, between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, except on Rockland Green Holidays, and on one (1) weekend day each month, alternating Saturdays and Sundays (“Normal Working Hours”) and whenever a representative of the Contractor is present at the Facility.
  - 4. Receive and unload Acceptable Waste delivered to the Facility by residents of Rockland County and Rockland Green-approved conditionally exempt small quantity generators (CESQGs). The Contractor shall receive waste at the Facility between the hours of 8:00 a.m. and 1:00 p.m., Monday through Friday, except on Rockland Green Holidays, and on one (1) weekend day each month, alternating Saturdays and Sundays (“Normal Operating Hours”) between March and December. Rockland Green reserves the right to reduce the number of weekend events. Payment to the Contractor shall be reduced accordingly.
  - 5. Rockland Green, at its sole discretion, may require the Contractor to segregate materials for compassionate reuse. Compassionate reuse shall be defined as the repurposing and/or reuse of delivered materials removed from the Facility by approved non-profit organizations. Currently, computers and computer equipment, cell phones and ink cartridges are the only items designated by Rockland Green for compassionate reuse. Rockland Green may include or remove items designated for compassionate reuse throughout the Contract Term. The cost for

receiving, unloading and segregating Acceptable Waste for compassionate reuse shall be included in the monthly fixed fee for the operation and maintenance of the Facility.

6. Screen, sort, profile, characterize, consolidate, package, containerize and label Acceptable Waste for storage, shipment and end management.
  7. Load out and ship to approved facilities for end management all Acceptable Waste delivered to the Facility except for items removed by others (i.e., clean corrugated cardboard, clean recyclable plastic, lead-acid batteries and items designated by Rockland Green for compassionate reuse).
  8. Maintain records and prepare reports.
  9. Segregate Unacceptable Waste and municipal solid waste (MSW) from material delivered to the Facility. The Contractor shall dispose of MSW in the Facility compactor. Unacceptable Waste shall be rejected by the Contractor. Any Unacceptable Waste accepted by the Contractor shall be managed and disposed of as specified herein and in accordance with applicable laws and regulations, at no cost to Rockland Green.
- D. The Contractor shall apply for and obtain all licenses, permits, approvals, and insurance and pay all fees required by federal, state and local government and public agencies and authorities as necessary to perform the Work. The Contractor shall provide indemnifications to public and private agencies and authorities as necessary to perform the Work.
- E. The Contractor shall be solely responsible for preventing discharge, release and migration of hazardous and toxic materials. In accordance with applicable laws and regulations, and as specified herein, the Contractor shall be responsible for all required notification, reporting and record keeping and remediation in connection with any release of hazardous or toxic materials.
- F. Information in the form of data and reports may be appended to the RFP or made available by Rockland Green. Any interpretation of the data therein shall not be relied upon by the Contractor.
- G. Use of only Rockland Green-approved subcontractors shall be permitted.
- H. Use of only Rockland Green-approved end management facilities shall be permitted.
- I. The Contractor shall pay all fees for shipment and end management of waste.
- J. The Contractor shall assume and maintain the status of generator of the waste delivered to the Facility and all associated liabilities in connection with all waste accepted. The Contractor's ownership of all waste shall begin at the time the waste is unloaded from vehicles at the Facility. The term generator as used herein shall

- have the meaning typically applied to the term in federal, state and local laws and regulations pertaining to management of hazardous waste. Prior to starting Work at the Facility, the Contractor shall complete and submit to the United States Environmental Protection Agency (USEPA) the Resource Conservation and Recovery Act (RCRA) Subtitle C Site Identification Form to update the site-specific hazardous waste generator for the Facility.
- K. The objectives of Rockland Green are to maximize removal of household hazardous waste from the County's municipal solid waste stream, maximize compassionate reuse of materials delivered to the Facility, and minimize the potential for damage from hazardous waste to human health and the environment. Accordingly, at all times the Contractor shall operate the Facility consistent with these objectives.
  - L. No waste shall be disposed of at the Facility under any circumstances.
  - M. At all times the Contractor shall provide Rockland Green with unrestricted access to all areas of the Facility and shall assist Rockland Green in inspecting the Work and the Facility.
  - N. Waste shall not be accepted at the Facility from any sources other than Rockland County households and Rockland Green-approved CESQGs as determined by the Rockland County Department of Health.
  - O. Rockland Green reserves the right to re-direct to an alternate facility any waste generated in Rockland County (County) which is presently delivered or presently intended for delivery to the Facility. Rockland Green does not make any representations regarding amount of waste which will be delivered to the Facility, type of waste which will be delivered to the Facility and number of vehicles which will deliver waste to the Facility.
  - P. Rockland Green shall not reimburse the Contractor for any taxes, tariffs, fees, surcharges or other charges pertaining to services hereunder which are imposed by laws, rules or regulations enacted or promulgated after the date of this RFP. Any imposition of any such taxes, tariffs, fees, surcharges or other charges is a business risk falling solely, exclusively and entirely upon the Contractor.

## 1.2 Schedule for Procurement Activities

- A. The planned schedule of events for procurement of an operator for the Facility is summarized below. Rockland Green makes no guarantees with respect to schedule and provides the dates presented below for informational purposes only.

<b>Milestone Event</b>	<b>Planned Schedule</b>
Release of RFP	June 24, 2026
Pre-Proposal Conference	July 1, 2026
Deadline for Submittal of Questions by Proposers	July 20, 2026
Proposals Due	August 17, 2026
Contract Award	September 24, 2026
Contractor Assumes Responsibility for Operation of Facility	November 1, 2026

- B. A pre-proposal conference will be held on July 1, 2026 at 10:00 a.m. at the Facility. Attendance is highly encouraged. Proposers will be required to sign an attendance sheet to document their presence at the pre-proposal conference.
- C. Properly labeled and type-written questions and requests for interpretation regarding RFP 2026-01 will be accepted by Rockland Green until the time of 4:00 p.m. on the date of July 20, 2026. Questions and requests for clarification shall be transmitted via email to [RMontal@RocklandGreen.com](mailto:RMontal@RocklandGreen.com) and [GDamiani@RocklandGreen.com](mailto:GDamiani@RocklandGreen.com).
- D. Properly labeled and sealed Proposals will be received by the Rockland Green, 166 S Route 303 West Nyack, NY 10994 until 2:00 p.m. local time on the date of August 17, 2026. One (1) original and three (3) copies of the proposal shall be submitted, along with one (1) electronic copy provided on a USB flash drive. One copy must be clearly marked "original" and must contain all forms with original signatures. Late proposals will be considered non-responsive and may be returned to the Proposer unopened. NO PROPOSAL will be accepted unless received on or before the date and at the place designated herein. When sent by mail, the sealed Proposal, marked as above, shall be enclosed in an additional envelope similarly marked and addressed to the person stipulated in the Notice to Proposers. Proposals received prior to the opening time will be securely kept unopened. Proposals received thereafter will be returned unopened. Telegraphic or other electronically transmitted proposals are not acceptable.

## 1.3 Facility Description

- A. The Facility is located on Firemens Memorial Drive in the Village of Pomona, New York within a fenced area which encompasses approximately one acre adjacent to the Rockland County Fire Training Center. Refer to Appendix I for a site location map and site plan. The Facility building is a one-story concrete block structure with a concrete floor slab on grade with four (4) pre-fabricated steel storage bays. The

building has an area of approximately 1,560 square feet (approximately 24 feet by 65 feet).

- B. The Facility is serviced by public sewer and water. The cost for use of utilities at the Facility including electric, natural gas, telephone and internet service, water and sewer are paid for by Rockland Green. The facility and utilities shall be used by the Contractor only for their intended use in connection with operation and maintenance of the Facility.
- C. The following is an approximate list of ancillary equipment located at the Facility based on current conditions. If there are any changes to the below equipment list during the bidding process, Rockland Green will issue an updated list via addendum:
  - 1. Forklift
  - 2. Mobile strapper
  - 3. Weigh scale
  - 4. Three (3) 100 cubic yard storage trailers
  - 5. Speed bump
  - 6. 30 cubic yard compactor for solid waste
  - 7. Container for electronic waste
- D. The Contractor shall maintain in inventory at the Facility the Equipment listed above, in as-is condition and in sufficient quantities needed to operate and maintain the Facility effectively and efficiently in accordance with the terms of the Operating Plan, the Health and Safety Plan, the Contingency/Emergency Response Plan, and Applicable Law.
- E. Vehicles enter the Facility through a controlled access gate and are directed to proceed to the unloading area which is covered by an overhead roof. After the vehicles are unloaded, drivers are directed to proceed through the exit gate.

#### **1.4 Calendar Years 2023, 2024 and 2025 Operations Data Summary**

- A. During calendar year 2023, 2024, and 2025, the Facility was opened for receipt of waste Monday through Friday from 8:00 a.m. to 1:00 p.m. and on one weekend day each month (alternating Saturdays and Sundays).
- B. In calendar years 2023, 2024, and 2025 an average of 23,796 Rockland County households and 176 conditionally exempt small quantity generators were received at the Facility per year.

- C. Tabulated quantities of waste collected at the Facility during calendar years 2023, 2024, and 2025 are provided in Appendix G. The Facility Permit is in Appendix J.
- D. Operations data has been provided for informational purposes only and is not intended to be an indicator of the types and quantities of waste or number of vehicles and CESQGs which will be received at the Facility in the future.

## 2.0 GENERAL REQUIREMENTS

### 2.1 Definitions

A. Acceptable Waste – Acceptable Waste is waste delivered to the Facility from Rockland County households and Rockland Green-approved CESQGs. Acceptable Waste includes, but is not limited to, the following:

1. Over the counter and non-controlled prescription medications
2. Oil based and latex based paint, coatings, stains and related residues
3. Thinners
4. Wood preservatives
5. Chemistry kits
6. Resins and adhesives
7. Photographic chemicals
8. Spot removers
9. Pool chemicals
10. Pesticides, fungicides and herbicides
11. Automotive fluids and oil filters
12. Gasoline and kerosene
13. Driveway sealer
14. Lighter fluid
15. Vehicle, dry cell, rechargeable and button batteries
16. Mercury thermometers and thermostats
17. Fluorescent and compact fluorescent light bulbs, ballasts and capacitors
18. Propane tanks (up to 20 pound capacity)
19. Computer equipment
20. Printers and ink cartridges
21. Scanners
22. Fax, copy and answering machines
23. Televisions, radios, tape decks, CD players, VCRs and DVD players
24. Telephones, cell phones, tablets and pagers
25. Drain openers
26. Household cleaners, waxes and polishes
27. Aerosols
28. Fire extinguishers
29. Freon cylinders (up to 20 pound capacity)
30. Small Freon appliances – air conditioners, small refrigerators, water coolers and dehumidifiers

B. Acceptable Waste Removed by Rockland Green – Acceptable Waste received, unloaded and segregated by the Contractor for removal by Rockland Green or an authorized agent (i.e., clean corrugated cardboard, clean plastic, lead-acid batteries and items designated by Rockland Green for compassionate reuse).

- C. Rockland Green– Rockland Green and/or its designee.
- D. Rockland Green Holidays – New Years Day, Martin Luther King, Jr. Day, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving and Christmas or the days designated by Rockland Green for observance of the foregoing holidays.
- E. CESQGs – Conditionally exempt small quantity generators as defined by 6 NYCRR 371.1(f).
- F. Certificate of Destruction – Documentation acceptable to Rockland Green and issued by the end management facility certifying to proper treatment, destruction, reuse, recycling and/or disposal of waste received at and transported from the Facility.
- G. Contract Documents – All of the requirements of this RFP and any requirements in addenda which are assigned to the Contractor and any representations in the Contractor’s Proposal which are accepted by Rockland Green.
- H. Contract Price – The money payable to the Contractor by Rockland Green under the Contract Documents.
- I. Contract Term – The Contract Term shall be a period of five (5) years commencing on the date indicated in the Notice to Proceed issued by Rockland Green to the Contractor. The Contract Term may be extended once at Rockland Green’s sole choosing and discretion for a period of up to five (5) years.
- J. Contractor – The person, partnership, corporation, joint venture or other combination thereof, which has entered into this Contract with Rockland Green for the Work. The term “Contractor” means Contractor or its authorized representative.
- K. County – Rockland County Department of Health
- L. Facility – The Rockland County Household Hazardous Waste Facility located on Firemens Memorial Drive in Pomona, New York including all property within the fence line and all structures, equipment and facilities.
- M. Facility Permit – The 6 NYCRR 360 solid waste management permit (Permit Number 3-3926-00267/00005) issued by NYSDEC for operation of the Facility. Please note, renewal of this permit is in progress. The Facility is operating under its current permit, and no changes to the facility permit were proposed as part of the renewal action.
- N. Hazardous Waste – As defined in 6 NYCRR 371 – Identification and Listing of Hazardous Wastes.

- O. Household Hazardous Waste – As defined in 6 NYCRR 360 – Solid Waste Management Facilities.
- P. Notice to Proceed – The written notice issued by Rockland Green establishing the date for commencement of the Contract Term and authorizing the Contractor to proceed with the Work.
- Q. Paint Waste – Colored or non-colored substances used for decorative or protective coating, including, but limited to, oil based paint and primers, latex based paint and primers, coatings, stains, rust inhibitors, related residues and mixtures containing the foregoing as well as substances typically added to paints, primers, coatings and stains, such as paint thinners. Paint Waste is Acceptable Waste.
- R. Proposal – The written offer of the Proposer, prepared and submitted pursuant to the requirements of the RFP.
- S. Proposer – The person, partnership, corporation, joint venture or other combination thereof, who has submitted a Proposal.
- T. RFP – This Request for Proposals including any addenda.
- U. TSDFs – Treatment, storage and disposal facilities. TSDFs shall include any and all Rockland Green-approved end management facilities to which the Contractor ships waste from the Facility.
- V. Unacceptable Waste – Unacceptable Waste includes material from outside of Rockland County; asbestos; appliances (other than small Freon-containing appliances); tires; explosives; shock sensitive material; incendiary devices; polychlorinated biphenyls; construction and demolition waste; regulated medical, infectious and biological waste; controlled substances; radioactive materials; compressed gases (e.g., oxygen cylinders, acetylene cylinders, etc.) (other than propane tanks up to 20 pound capacity); and any waste deemed unacceptable in the Facility Permit and deemed unacceptable by laws and regulations.
- W. Waste Electronics – Waste electronics is Acceptable Waste which consists of computer equipment, printers, ink cartridges, scanners, fax machines, copy machines, answering machines, televisions, radios, tape decks, CD players, VCRs, DVD players, telephones, tablets, cell phones and pagers and as amended and defined by New York State Electronic Equipment Recycling and Reuse Act for Covered Electrical Equipment (CEE).
- X. Work – Any and all obligations, duties, responsibilities, labor, materials, equipment, facilities and incidentals, and the furnishing thereof necessary to provide the services required by Rockland Green in connection with operation and maintenance of the Facility consistent with the intent of this RFP.

## 2.2 Health and Safety

- A. The Contractor shall be responsible for the health and safety of all personnel and for preventing adverse impacts to the surrounding community.
- B. The Contractor shall comply with all applicable federal, state and local laws and regulations protecting human health and the environment from the potential hazards posed by the Work.
- C. The Contractor shall prepare and submit to Rockland Green a Health and Safety Plan (HASP). The HASP is a required deliverable and shall be submitted in triplicate, as well as electronically in PDF format, to Rockland Green within five (5) business days of Notice of Award. Electronic copies shall be submitted to:
  - 1. Ryan Montal ([RMontal@RocklandGreen.com](mailto:RMontal@RocklandGreen.com)),
  - 2. Gerard Damiani ([GDamiani@RocklandGreen.com](mailto:GDamiani@RocklandGreen.com)),
  - 3. Ron Ludwig ([RLudwig@RocklandGreen.com](mailto:RLudwig@RocklandGreen.com)), and
  - 4. Jeremy Goldstein ([JGoldstein@RocklandGreen.com](mailto:JGoldstein@RocklandGreen.com)).

Submittal of a draft HASP is required with the Proposals as described in **RFP Section 7.7**. The Contractor shall revise and resubmit the HASP, addressing all review comments from Rockland Green. The Contractor shall not initiate Work at the site until an accepted HASP addressing all comments has been issued.

- D. The HASP shall be bound and shall have a durable cover and contain a table of contents arranged by subject matter and in order of presentation. The cover shall include the title, revision number, date of submittal, Contractor's name and project name. All text shall be typed on 8.5-inch by 11-inch paper and each page shall be consecutively numbered. Three (3) hard copies of each revision of the HASP shall be delivered to Rockland Green, as well as an electronic copy in PDF format. Electronic copies shall be submitted to:
  - 1. Ryan Montal ([RMontal@RocklandGreen.com](mailto:RMontal@RocklandGreen.com)),
  - 2. Gerard Damiani ([GDamiani@RocklandGreen.com](mailto:GDamiani@RocklandGreen.com)),
  - 3. Ron Ludwig ([RLudwig@RocklandGreen.com](mailto:RLudwig@RocklandGreen.com)), and
  - 4. Jeremy Goldstein ([JGoldstein@RocklandGreen.com](mailto:JGoldstein@RocklandGreen.com)).
- E. The HASP shall be prepared to address all components of the Work.
- F. The HASP shall explicitly identify potential hazards associated with receipt, screening, unloading, collection, sorting, profiling, characterizing, consolidating,

containerizing, storing and shipping of waste. Precautions and controls to be implemented to minimize the potential hazards and resources to respond to emergencies, including fires and explosions, shall be described in the HASP.

- G. Health and Safety Coordinator (HSC): The HSC shall be a Certified Industrial Hygienist (CIH) or Certified Safety Professional (CSP) retained or employed by the Contractor. The HSC shall be responsible for the development and implementation of the HASP.
- H. Safety Officer (SO): The SO shall be the Contractor's on-site person who shall be responsible for the day-to-day implementation and enforcement of the HASP. The SO shall have a minimum of two (2) consecutive years of experience successfully performing similar responsibilities. The Contractor's Project Manager may perform the duties of SO, in addition to those stated in **RFP Sections 3.7, and 6.2**, if the Project Manager has documentation of requisite experience and training to act as SO.
- I. The Contractor shall be responsible for performing all Work required by the Contract Documents in a safe and environmentally acceptable manner. The Contractor shall provide for the safety of all project personnel, Facility customers and the surrounding community for the duration of the Contract Term.
- J. The Contractor shall:
  - 1. Employ an SO who shall be assigned full-time responsibility for all tasks herein and described in the HASP. In the event the SO cannot meet the responsibilities, the Contractor shall be responsible for obtaining the services of an alternate SO. No work shall proceed on this project in the absence of a qualified and properly trained SO.
  - 2. Ensure that all project personnel have obtained the required physical examination prior to, during and at the termination of work at the Facility.
  - 3. Be responsible for the pre-project indoctrination and training of all Facility personnel with regard to the HASP and other safety requirements to be observed during Work, including but not limited to, potential hazards, personal hygiene principles, personal protective equipment, respiratory protection equipment use and fit testing and emergency procedures dealing with chemical exposure, fire and medical situations.
  - 4. Be responsible for the implementation of the HASP and the Contingency/Emergency Response Plan (see Appendix L for 2025 example for reference).

5. Provide and ensure that all project personnel are properly clothed and equipped, and that all equipment is kept clean and properly maintained in accordance with the manufacturers' recommendations or replaced as necessary.
  6. Have sole and complete responsibility for safety conditions at the Facility, including safety of all persons, including employees and Facility customers/users.
  7. Be responsible for protecting project personnel and the general public from hazards due to the exposure, handling and transport of hazardous materials.
  8. Ensure all Occupational Safety and Health Administration (OSHA) and New York State Department of Labor health and safety requirements are met.
- K. The HASP shall address at a minimum, the following items in accordance with 29 Code of Federal Regulation (CFR) 1910.120:
1. Health and safety organization including resumes of all personnel responsible for health and safety. A backup SO with acceptable qualifications that will serve as specified, herein, when the primary SO is not available, shall be identified.
  2. Project site description and hazard assessment
  3. Training
  4. Medical surveillance
  5. Facility site control
  6. Standard operating safety procedures and engineering controls
  7. Personal protective equipment and hygiene (e.g., respirators, chemical resistant coveralls, etc.)
  8. Equipment decontamination
  9. Emergency equipment/first aid requirements
  10. Emergency response/contingency procedures
  11. Heat and cold stress
  12. Record keeping
- L. The HASP shall include an easily identifiable map and directions to the nearest hospital with facilities to treat medical emergencies. The HASP shall also include a list of emergency phone numbers, including but limited to, local police and fire

departments, ambulance dispatcher, hospital and Contractor SO and project manager. The map with directions to the hospital and emergency phone list shall be posted in a prominent location at the Facility.

- M. The Contractor shall provide and maintain at the Facility in first class condition, and calibrate in accordance with manufacturers' recommendations, instrumentation to monitor for potential safety hazards including, but not necessarily limited to, a photoionization detector, combustible gas indicator, low-level radiation detector and Drager sampling and detector tubes.

### **2.3 Site Security**

- A. The Contractor shall be responsible for security of the Facility throughout the Contract Term and shall repair all damage to property of Rockland Green and others arising from failure to provide proper security.
- B. The Contractor shall safely guard all materials, equipment and property from trespass, loss, theft, damage and vandalism. Contractor's duty to safely guard property shall include Rockland Green's property and other private and public property from injury or loss in connection with the performance of the Work.
- C. The Contractor shall be responsible for removing material which is dumped on the grounds of the Facility, Fire Training Center and Firemens Memorial Drive during the Contract Term. Such material shall be transported and disposed at a facility acceptable to Rockland Green in accordance with applicable laws and regulations.
- D. The Contractor shall post signs indicating that all persons entering the site for purposes other than for drop off of Acceptable Waste must sign in with the Contractor.
- E. The Contractor shall be responsible for the control of all persons and vehicles entering and leaving the site.
- F. A log of all security incidents shall be maintained by the Contractor and furnished to Rockland Green upon request.
- G. The perimeter fences and gates and building doors and windows are completely closed and locked by the Contractor whenever the Facility is not attended by the Contractor. Any breaks or gaps in fences or gates shall be repaired immediately. The Contractor shall immediately inform Rockland Green of any vandalism.
- H. The Contractor shall make no claim against Rockland Green for damage resulting from trespass, vandalism or other items related to the Contractor's site security obligations.

## **2.4 Traffic Maintenance and Protection**

- A. The Contractor shall maintain safe vehicular and pedestrian traffic flow and shall protect the public, on-site personnel and property from damage.
- B. All temporary signs, delineators, barricades, lighting, and other warning and guiding devices as required to protect vehicular and pedestrian traffic at the Facility shall be furnished and maintained by the Contractor.
- C. Unless otherwise specified, all materials, including rolling stock, used will remain the property of the Contractor.
- D. Access for emergency vehicles is of the utmost importance and provision shall be made by the Contractor to provide and maintain such access.
- E. The Contractor shall maintain at the Facility the entire pavement and stormwater management facilities. The traveled way shall be kept well drained and clean at all times. Foreign objects, sand, rocks and spilled materials shall immediately be removed and the area cleaned to the satisfaction of Rockland Green and all additional authorities having jurisdiction. Any type of spill or release shall be the Contractor's responsibility and Rockland Green will entertain no claim for work necessary to clean the areas affected and remove and dispose of resulting waste.
- F. The Contractor shall keep traffic delays and the queue to enter the Facility to a minimum. It shall be the Contractor's responsibility to direct vehicles to the entrance to the Facility and maintain an organized line of vehicles waiting to enter the Facility. Traffic queued to enter the Facility shall be kept within the limits of the paved driveway approach to the Facility and on Firemens Memorial Drive, if necessary.
- G. The Contractor's employees shall be prohibited from parking personal vehicles at the Facility. Personal vehicles may be parked in the lot behind the Fire Training Center. No employee vehicles shall be left overnight on the grounds of the Fire Training Center without the explicit written consent of Rockland Green.
- H. In the event of a storm, the County will remove snow, ice, fallen limbs and other storm-related debris on the grounds of the Facility to allow vehicles to safely enter and exit the Facility. Prior to storms, the Contractor shall be responsible for maintaining the Facility in snow-plow ready condition, including removal of the temporary speed bump. The Contractor shall replace the speed bump promptly after snow removal, prior to accepting waste at the Facility after a storm. The Contractor shall not make any claims in connection with impacts to Facility operations resulting from storm events.

## 2.5 Facility Inspections and Maintenance

- A. The Contractor shall conduct inspections often enough to identify problems in time to prevent harm to human health or the environment, and shall inspect the Facility for malfunctions and deterioration, operator errors and discharges which may be causing or may lead to a release of hazardous constituents. Contractor shall immediately notify in writing Rockland Green of any known failure or malfunction or potential pending failure or malfunction of any Facility component, building system or equipment.
- B. The County will retain responsibility for annual inspection of the fire alarm, fire extinguishers and fire protection systems in the Facility building.
- C. The Contractor's inspection responsibilities shall include, but not be limited to, all waste storage areas; containment systems; roadways; stormwater management facilities; emergency response equipment and supplies; first aid equipment and supplies; containers and packaging, fences, gates, communication equipment and building systems (i.e., plumbing, electrical and mechanical equipment); and utilities.
- D. The Contractor shall conduct inspections on behalf of Rockland Green, at a minimum, weekly and on a schedule which conforms to the requirements of the Facility Permit (refer to Appendix J) and 6 NYCRR 362-4-4(e) (refer to Appendix K). The Contractor shall prepare and maintain an inspection form/log which is Facility-specific for this purpose.
- E. The Contractor shall record the results of inspections on inspection forms. The inspection forms shall be maintained by the Contractor in a separate three ring binder at the Facility for the Contract Term. The completed inspection forms and three ring binder shall be maintained at the Facility and shall be made available to Rockland Green upon request for inspection and shall be turned over to Rockland Green at the end of the Contract Term.
- F. The Contractor shall provide routine, preventive and corrective maintenance and repairs for the Facility fences, gates, office equipment, weigh scale and all Rockland Green- and Contractor-provided equipment in order to maintain efficient, safe, effective and continuous operation of the Facility. The Contractor shall be responsible for operation, maintenance and inspection (by authorities having jurisdiction) of the weigh scale as required by laws and regulations applicable to use of the weigh scale for commerce.
- G. The Contractor shall provide all labor, materials, tools, equipment, technical expertise and supervision for all routine, preventive and corrective maintenance and repairs required. The Contractor shall be responsible for all repairs in the amount up to \$25,000 per 12-month period, excluding the amounts of repairs for damage caused by the Contractor.

- H. The Contractor shall store all tools, equipment, spare parts and other materials in an appropriate storage area.
- I. The County will perform routine landscaping maintenance, including lawn mowing, at the Facility.
- J. The Contractor shall repair all areas affected by his/her operations.

## **2.6 Project Meetings**

- A. A Pre-Operations Meeting shall be held at the Facility following Contract award and prior to mobilizing.
  - 1. At a minimum, the Contractor's Project Manager, Health and Safety Coordinator and Safety Officer shall attend the meeting. This Pre-Operations Meeting will be coordinated by Rockland Green and will include an overview of the responsibilities of the Contractor and Rockland Green.
  - 2. Procedures and processing of applications for payment, record keeping and reporting requirements will be discussed. Questions concerning administrative requirements and any other aspect of the Work will be addressed.
  - 3. Specific requirements of Rockland Green, including limitations on the use of facilities by the Contractor and Rockland Green's rights of access to the Work will also be discussed at the Pre-Operations Meeting. The Contractor's responsibilities for security and housekeeping will also be addressed.
- B. Progress Meetings will be held, at a minimum, once every month and as needed during the Contract Term.
  - 1. The purpose of the Progress Meetings will be to discuss operations and any particular issues experienced or anticipated during the following month.
  - 2. Rockland Green will conduct the Progress Meetings. The Contractor's Project Manager shall attend all Progress Meetings.
  - 3. If requested by Rockland Green, a representative of any subcontractor used by the Contractor shall attend Progress Meetings.
  - 4. All Progress Meetings shall be held at the location designated by Rockland Green.
  - 5. Facility inspections by Rockland Green may be performed as a component of the Progress Meetings.

- C. The Contractor's Project Manager shall be required to attend additional meetings requested by Rockland Green when necessary to discuss important issues (e.g., staffing requirements, etc.) which may arise.

## **2.7 Housekeeping**

- A. The Contractor shall furnish and maintain suitable containers (i.e., trash cans) for accumulation of non-hazardous waste and debris generated at the Facility.
- B. At least once a week, the Contractor shall remove from the trash cans and properly dispose of, in containers provided by Rockland Green, all non-hazardous waste generated at the Facility. Waste shall be removed more frequently if same interferes with the Work or presents a fire hazard or any other type of hazard or nuisance.
- C. The Contractor shall maintain and keep free of debris and litter the entire Facility and all access and egress routes to the Facility and building.
- D. Cleaning of building surfaces, including sweeping and mopping of all building floors and cleaning of the Facility bathroom, shall be performed at least weekly with appropriate non-toxic cleaners and equipment furnished by the Contractor.
- E. Prior to departing the Facility at the end of each work day the Contractor shall:
  - 1. Properly containerize, label and store all waste
  - 2. Cover the solid waste containers outside the Facility building to prevent accumulation of stormwater in the containers
  - 3. Update container storage diagram in 44 CONTROL (see Appendix I for template)
  - 4. Close and lock all Facility building doors and windows and gates
  - 5. Properly store all Contractor- and Rockland Green-owned equipment, materials and supplies
- F. All routes of egress shall be kept clear at all times

## **2.8 Emergency Preparedness and Response**

- A. The Contractor shall be prepared to respond to emergencies at the Facility and shall implement appropriate responses in the event of emergencies.
- B. The Contractor shall assume all responsibilities for implementation of the Contingency/Emergency Response Plan in Appendix L (2025 version provided for reference).

- C. In the event of a spill, release or emergency, the Contractor shall respond immediately and the County's 44 CONTROL shall be notified by calling 911, who will then contact emergency medical care units, local fire departments and utility emergency teams to ascertain the type of response required in any emergency situation and to coordinate the responses of the various units. A standard operating procedure describing responses to foreseeable contingencies shall be included in the Contractor's HASP.
- D. The Master Telephone List below shall be completed and prominently posted by the Contractor at the Facility. The list shall have telephone numbers of key project personnel, emergency hospital, fire, police, ambulance and utility companies. A telephone number shall be provided to Rockland Green for contacting a responsible representative of the Contractor 24 hours a day, 7 days a week in the event of an emergency at the Facility. A copy of the Master Telephone List shall be provided to Rockland Green. The Master Telephone List shall be reviewed by the Contractor at least monthly and an updated list shall be posted and provided to Rockland Green whenever any revision to the list is necessary.

<b>Emergency Service</b>	<b>Telephone Number</b>
Contractor After Hours Emergency No.	To be provided by Contractor
Rockland County Health Dept.	(845) 364-2512
Fire Department	911
Police Department	911
Ambulance	911
Hospital	911
Spill Response Service	To be provided by Contractor
NYSDEC Region 3	(845) 256-3000
NYSDEC Spills Hotline	(800) 457-7362

- E. The Contractor shall be responsible for responding to, controlling and cleaning up any spill or release which occurs at the Facility.
- F. The Contractor shall be responsible for responding to, controlling and cleaning up any spill or release which occurs during shipment of waste.
- G. The Contractor shall be responsible for appropriate spill, release and emergency notifications, reporting and recordkeeping to the satisfaction of Rockland Green and in accordance with applicable federal, state and local laws and regulations.
- H. In the event of a spill or release at the Facility, the Contractor shall be required to demonstrate to the satisfaction of Rockland Green that the material released has been completely removed from the Facility and contamination of environmental media has not occurred or has been removed. If deemed necessary by Rockland Green or authorities having jurisdiction, the Contractor shall be required to sample and test environmental media after a release.

## **2.9 Regulatory Compliance, Permits, Licenses and Approvals**

- A. All of the Work shall be performed in accordance with applicable federal, state and local laws and regulations and the terms and conditions of permits and approvals.
- B. The Contractor shall assume all of the obligations and responsibilities of Rockland Green and the County for regulatory compliance associated with operation and maintenance of the Facility. This includes the requirements of the Facility Permit.
- C. The Contractor shall be responsible for identifying and complying with all applicable requirements of New York State labor laws for public works projects, the “affirmative action” requirements of County Resolution 471 of 1975, and the County’s Local Law No. 10 of 1974, and shall remain in compliance with each throughout the Contract Term.

## **2.10 Training**

- A. Formal organized training shall be provided by the Contractor to all Facility staff. At a minimum, training shall be provided by the Contractor to Facility staff at least once a year and in accordance with the requirements of applicable laws and regulations, including the requirements of OSHA found at 29 CFR 1910.120. All Contractor staff shall receive 40-hour training in accordance with 29 CFR 1910.120 prior to working at the Facility. Documentation of training of Contractor staff shall be maintained at the Facility and shall be available for inspection by Rockland Green at all times.
- B. Training shall include Rockland Green and County personnel. The Contractor shall arrange for training of up to five (5) Rockland Green /County personnel, and others deemed appropriate by Rockland Green, per year. The training provided to County and Rockland Green personnel shall be adequate to enable them to safely perform their intended duties at the Facility. The training shall be provided in a classroom. Arrangements for the classroom will be provided by Rockland Green.
- C. A minimum of 30 business days prior to the scheduled date for each training event, the Contractor shall submit to Rockland Green for approval a summary of the credentials of the proposed instructor. Documentation showing that the proposed instructor has the qualifications to provide training in accordance with the requirements of 29 CFR 1910.120 shall be required.
- D. Each training event shall be held over a period of eight (8) hours and shall be a one (1) day event.
- E. Following completion of each training event the Contractor shall provide documentation to each participant certifying that the training has been completed in accordance with the requirements of 29 CFR 1910.120.

## 2.11 Submittals (General Requirements)

- A. The Contractor shall submit all items specified in accordance with the requirements of this **RFP Section 2.11**. Rockland Green may request submittals in addition to those listed when deemed necessary to adequately describe the Contractor's proposed approach to the Work and the Contractor shall submit such submittals.
- B. Submittals requiring approval shall be scheduled and made prior to performing the Work covered thereby. The Contractor shall revise submittals in accordance with comments from Rockland Green and resubmit revised submittals, as required to obtain approval from Rockland Green.
- C. Proposals shall be enclosed in a sealed opaque envelope plainly marked with the title of the RFP and "RFP-2026-01" and the name and address of the Proposer on the outside. One (1) original and three (3) copies of the proposal shall be submitted, along with one (1) electronic copy provided on a USB flash drive. One copy must be clearly marked "original" and must contain all original executed documents. Late proposals will be considered non-responsive and may be returned to the Proposer unopened. No Proposal will be accepted unless received on or before the date and at the place designated herein. When sent by mail, the sealed Proposal, marked as above, shall be enclosed in an additional envelope similarly marked and addressed to the person stipulated in the Notice to Proposers. Proposals received prior to the time of opening will be securely kept unopened. Proposals received thereafter will be returned unopened.
- D. Transmittal and cover letters shall be provided with each submittal. Each transmittal letter shall include the following information: date; project title; Contractor's name, address and telephone number; title of enclosed submittal(s); and name, title, signature and telephone number of Contractor's authorized representative responsible for preparing the submittal and revising the submittal in response to comments from Rockland Green. The required cover letter format and information requirements are presented below in Table 2.1.
- E. Each required plan shall be bound and shall have a durable cover and contain a table of contents arranged by subject matter and in order of presentation. The cover shall include the title, revision number, date of submittal, Contractor's name and project name. All text shall be typed on 8.5-inch by 11-inch paper and each page shall be consecutively numbered. Drawings, diagrams and illustrations which are part of plans shall be attached foldouts up to 11 inches by 17 inches in size. Larger sizes shall be inserted in attached clear plastic sleeves marked as to contents and/or with the title block facing outward and legible.
- F. The Contractor shall submit to Rockland Green copies of all results of laboratory tests, waste manifests, waste characterization forms and chain of custody forms.

- G. The Contractor shall submit to Rockland Green documentation which certifies receipt of waste from the Facility by the approved end management facilities. Copies of end management facility Certificates of Destruction shall be required.
- H. Copies of all correspondence and reports issued by the Contractor to regulatory agencies, and TSDFs, including all applications for permits, licenses and approvals, shall be submitted to Rockland Green at the time of transmittal to the regulatory agency or authority having jurisdiction. Copies of permits, licenses, approvals, correspondence, etc. from regulatory agencies shall be delivered to Rockland Green within two (2) business days of receipt by the Contractor.
- I. After approval of submittals, Rockland Green must be notified by the Contractor in writing a minimum of 14 calendar days prior to making any proposed changes and within 24 hours of making any unavoidable changes. All changes shall require the approval of Rockland Green.

**TABLE 2.1 - FORMAT OF PROPOSAL COVER LETTER**

<p>A. Address and Subject</p>	<p>Ryan Montal, Confidential Assistant to the Executive Director</p> <p>Rockland Green 166 S Route 303 West Nyack, NY 10994</p> <p>Subject: Request for Proposals for Rockland Green</p>
<p>B. Content of Letter</p>	<p><u>First Paragraph</u></p> <ul style="list-style-type: none"> <li>• Name of Proposer (or Proposers, if joint venture) submitting the Proposal.</li> <li>• If a joint venture, the name of the lead or sponsoring Proposer.</li> <li>• Confirmation that the signatory is authorized to make the Proposal.</li> </ul> <p><u>Second Paragraph</u></p> <ul style="list-style-type: none"> <li>• Response to the requirement for Proposal Security, which must be enclosed.</li> <li>• Responsiveness to the requirement for financial qualifications.</li> </ul> <p><u>Third Paragraph</u></p> <ul style="list-style-type: none"> <li>• A brief description of the Proposer (s).</li> <li>• Summarize qualifications of the Proposer(s).</li> <li>• Commitment of the Proposer(s) to deliver the services required in the RFP and described in the attached Proposal and at the prices quoted in the Proposal.</li> </ul> <p><u>Fourth Paragraph</u></p> <ul style="list-style-type: none"> <li>• Commitment of the Proposer to enter into a Service Contract with Rockland Green at the prices stated in the Proposal.</li> </ul> <p><u>Fifth Paragraph</u></p> <ul style="list-style-type: none"> <li>• Acknowledgement of responsiveness to the RFP.</li> </ul> <p style="text-align: right;">Very truly yours, President/CEO</p> <p>Attachment: Proposal Security</p>

### **3.0 OPERATING REQUIREMENTS**

#### **3.1 General Operating Requirements**

- A. The Contractor shall receive household hazardous waste and hazardous waste from CESQGs at the Facility on the following schedule (“Normal Operating Hours”): Monday through Friday from 8:00 a.m. to 1:00 p.m., except on Rockland Green Holidays, and between the hours of 8:00 a.m. and 1:00 p.m. on one weekend day each month, alternating Saturdays and Sundays, on the dates designated by Rockland Green. Rockland Green reserves the right to reduce the number of weekend events. Payment to the Contractor shall be reduced accordingly.
- B. In addition to the Normal Operating Hours defined in paragraph 3.1(A) above, the Contractor shall perform work at the Facility as necessary, to comply with the requirements of the Contract Documents, during the hours of 7:00 a.m. through 5:00 p.m., Monday through Friday, except on Rockland Green Holidays, and during the hours of 7:00 a.m. to 5:00 p.m. on the weekend operating days designated by Rockland Green (“Normal Working Hours”). Work during Normal Working Hours shall include, but shall not be limited to, preparing for receipt of waste; organizing waste storage areas; loading waste onto shipping vehicles; shipping waste; receiving equipment and supplies; performing inspections; recordkeeping; and routine Facility maintenance. No work shall be performed at the Facility during any other hours unless the work is being performed in response to an emergency or the Contractor has received explicit written authorization from Rockland Green to work at the Facility during other hours.
- C. Before 8:00 a.m. on each and every operating day, the Contractor shall perform an inspection of the Facility to confirm that all required equipment is in proper operating order and that an adequate amount of materials and supplies are in stock.
- D. By 8:00 a.m. of each and every operating day, the Contractor shall be set up and prepared to receive vehicles at the entrance gate and waste at the Facility.
- E. By 8:00 a.m. of each and every operating day, the Contractor shall have set up at the Facility, ready for receipt of waste, all work areas.
- F. By 8:00 a.m. of each and every operating day, any waste which is abandoned and discovered on the grounds of the Facility shall have been managed as if it were received from a resident of Rockland County during Normal Operating Hours. Payment for management of abandoned waste shall be negotiated on a case-by-case basis, and shall, to the maximum extent possible, be made within the framework of the contract pricing structure.
- G. The Contractor’s Project Manager shall always be present at the Facility during Normal Operating Hours and during all waste load out operations and whenever waste shipments depart from the Facility. If approved by Rockland Green, on a

temporary basis (e.g., when the Project Manager is on vacation), the Operations Foreman shall assume this responsibility.

- H. In addition to the requirements of the Contract Documents, the Work shall be performed in accordance with the Contractor-prepared and Rockland Green-approved plans.
- I. Rockland Green may request and the Contractor shall, at no additional cost to Rockland Green, on an emergency basis, temporarily close the Facility when directed by Rockland Green.

### **3.2 Operating Plan (Submittal)**

- A. Five (5) business days after Notice of Award the Contractor shall be required to submit to Rockland Green an Operating Plan which addresses each of the items described in paragraphs 3.2(B) through 3.2(J) below. The Contractor shall be required to obtain Rockland Green's approval of the Operating Plan prior to beginning to accept waste at the Facility. The Contractor shall review and obtain Rockland Green's approval of any revisions at least annually and whenever changes occur to the Contractor's operations.
- B. Plan for directing and queuing traffic entering and leaving the Facility and minimizing waiting time for users of the Facility (i.e., Rockland County residents).
- C. Plan for screening waste to maximize acceptance of Acceptable Waste and minimize acceptance of Unacceptable Waste.
- D. Procedures for preventing releases during screening, unloading of vehicles, and consolidating and containerizing/packaging waste, storage of waste, loading waste for shipment off-site and during shipment of waste.
- E. A list of equipment to be maintained full time at the Facility for the exclusive use of the Facility. The equipment list shall include the make and manufacturer of each piece of equipment.
- F. Procedures for waste characterization and classification, including a description of sampling and testing to be performed.

- G. The Operating Plan shall include example forms for each of the following<sup>1</sup>:
1. Inventory of Waste
  2. Vehicle Shipment Inventory
  3. Shipment Certificate
  4. Hazardous Waste Manifest
  5. Bill of Lading
  6. Monthly Waste Acceptance Form
  7. Monthly Unacceptable Waste Form
  8. Container Storage Diagram
  9. Facility Inspection Report Form
  10. Monthly Waste Shipment Report
  11. Monthly Labor Report
- H. Staffing plan including an organization chart showing names and titles of all personnel which will be supplied by the Contractor to perform the Work and resumes of each individual including education, relevant training and certifications, employment history and prior pertinent experience.
- I. Letters of commitment shall be obtained by the Contractor from all end management facilities to which the Contractor intends to ship any and all waste. The letters of commitment from end management facilities shall specifically identify the types and quantities of waste that the end management facility will be able to accept from the Contractor, the permit numbers for all facilities the waste will be delivered to and all waste characterization requirements. In addition, the following information shall be submitted as part of the Operating Plan:
1. For each waste hauler:
    - a. Name and federal, state and local identification/permit numbers
    - b. Address
    - c. Name, telephone number and address of responsible contact for the hauler

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<sup>1</sup> These forms (except the Hazardous Waste Manifest and Bill of Lading) are described below and in RFP Section 4.0.

- d. List of transport vehicles to be used, including vehicle type and size
  - e. A description of proposed transportation routes to each end management facility
  - f. Copies of all necessary permits and authorizations for each type of waste to be transported and each state waste will be transported through. At a minimum, 6 NYCRR Part 364 waste transporter permits shall be provided for each waste hauler listing each waste to be shipped and each end management facility to be used.
2. For each end management facility:
- a. Facility name and federal, state and local identification/permit numbers
  - b. Facility location/address
  - c. Name, telephone number and address of responsible contact for the facility
  - d. Type of end management facility (i.e., beneficial reuse, reclamation/recycling, treatment, fuel blending, incineration, secure landfill) and a description of how waste is managed
  - e. Signed letter of commitment to accept waste as specified
  - f. If requested by Rockland Green, copies of permits, licenses, letters of approval, and other authorizations to operate, held by the facility, as they pertain to receipt and management of waste derived from this Contract
  - g. The unit(s) (e.g., cell numbers) that the end management facility will use to manage the waste
  - h. The names and telephone numbers of the primary regulatory agency contacts for the end management facility
  - i. List of all active (unresolved) compliance orders (or agreements), enforcement notices, or notices of violation issued to the permittees, owners and operators of the facilities
  - j. Copies of the most recent reports presenting the results of inspections performed by regulatory agencies
- J. As part of the Operating Plan, the Contractor shall be required to submit to Rockland Green a list of any types of Acceptable Waste which it is anticipated will be received at the Facility which the Contractor intends to manage as municipal solid waste.

### **3.3 Waste Receiving and Screening**

- A. The Contractor shall direct vehicles to the entrance gate of the Facility. Upon entrance the Contractor shall verify that the source of the waste in the vehicle is a Rockland County household or a Rockland Green-approved CESQG and that the vehicle is transporting Acceptable Waste.
- B. For all vehicles entering the Facility the Contractor shall record the date and license plate number and state.
- C. The Contractor shall direct the vehicle to the unloading area and shall direct the vehicle occupants to stay inside the vehicle.
- D. The Contractor shall screen all waste delivered to the Facility to confirm that it is Acceptable Waste before it is unloaded. Waste screening shall be performed under the supervision of qualified personnel. The Contractor shall staff the Facility during Weekend Collection Days with at least 6 Chemical Waste Technicians in addition to the Project Manager and Operations Foreman. The Contractor shall implement best efforts to reject Unacceptable Waste. If unloaded at the Facility, the Contractor shall be responsible for all management and disposal of Unacceptable Waste in accordance with applicable laws and regulations and the requirements specified herein, at no additional cost to Rockland Green.
- E. The Contractor shall furnish all personal protective equipment (PPE) for its personnel. All damaged and contaminated PPE shall be removed and containerized immediately. The Contractor shall properly characterize, containerize, label, transport and dispose off-site all PPE not suitable for use.
- F. The Contractor shall be required to unload and manage waste delivered to the Facility in damaged and open containers, unless the Contractor can demonstrate, on a case-by-case basis, to the satisfaction of Rockland Green, that it is impractical or unsafe to accept any such waste at the Facility.
- G. If the Contractor determines that it would be unsafe to remove from a vehicle waste which is delivered to the Facility, the Contractor shall direct the driver to the Fire Training Center parking lot and shall contact the appropriate public emergency response organization. The Contractor shall inform Rockland Green immediately and provide a written report within 24 hours to Rockland Green regarding any such incidents. The report shall include date, name(s) of Contractor's representative(s) present, a description of the vehicle, the vehicle license plate state and number, driver's name, a description of the waste, a description of the potential hazards associated with accepting the waste, and a description of the response actions taken by the Contractor.
- H. The Contractor shall open vehicle trunks, doors and tailgates and unload Acceptable Waste at the Facility. Acceptable Waste shall only be unloaded when

vehicles are within the designated unloading area. The Contractor shall safely remove Acceptable Waste from vehicles and transfer it to the appropriate area inside the Facility building. The Contractor shall provide clear instructions to vehicle occupants during unloading and shall close vehicle trunks, doors and tailgates after the waste has been removed, and then direct vehicles to the exit gate.

- I. The Contractor shall minimize the time each vehicle is on the grounds of the Facility by effectively directing traffic flow and working quickly and efficiently to safely unload vehicles. The Contractor shall always maintain at the Facility appropriate staff, equipment, supplies and materials to ensure this project objective is satisfied.
- J. All work surfaces which waste will be placed on for screening, sorting, etc. shall be covered with appropriate disposable plastic sheeting prior to the start of each work day. The plastic sheeting shall be removed and replaced by the Contractor frequently during each work day in order to always maintain clean working surfaces. All used plastic sheeting shall be removed at the end of each work day. Used plastic sheeting shall be containerized immediately after removal. The Contractor shall properly characterize, containerize, label, transport and dispose off-site all waste plastic sheeting.

### **3.4 Waste Classification**

- A. The Contractor shall properly classify for packaging, storing, labeling, shipping and end management all waste accepted at the Facility.
- B. All waste sampling and testing as required to complete the Work and required by TSDFs and applicable federal, state and local laws shall be performed by the Contractor.

### **3.5 Waste Packaging and Storage**

- A. The Contractor shall prevent mixing of incompatible waste.
- B. The Contractor shall consolidate, containerize and package waste for storage and shipment by the most efficient means possible. Waste shall be consolidated, containerized, packaged and labeled in accordance with the requirements of all applicable federal, state and local laws and regulations, including the laws and regulations of governing agencies which have jurisdiction over areas through which waste will be transported, as well as in accordance with the requirements of TSDFs. The beginning date of waste accumulation shall be clearly displayed on every container.
- C. The label of each hazardous waste storage container shall include a unique Container Identification Number.

- D. All waste consolidating, packaging and containerizing shall be performed within the Facility building.
- E. Liquid waste shall be containerized immediately.
- F. Waste packaging shall be performed under the supervision of the Contractor's Project Manager or Operations Foreman.
- G. The Contractor shall store and manage waste in a manner which will prevent any hazardous conditions (e.g., potential for fire, explosion, spills, etc.).
- H. Incompatible waste shall be stored appropriately and in a manner which will prevent mixing in the event of any release.
- I. No container shall be filled above its design capacity.
- J. When material is not being sampled or added, containers shall be kept tightly closed.
- K. The Contractor shall furnish all containers required for storage of waste. Containers furnished by the Contractor shall be in compliance with all applicable federal, state and local laws and regulations applicable to storage, shipment and end management of waste.
- L. Waste shall be stored in containers compatible with and appropriate for the waste being stored.
- M. The Contractor shall maintain an Inventory of Waste stored at the Facility. Refer to paragraph C of **RFP Section 4.5**. The Inventory of Waste shall be updated at the end of each day and copies shall be prominently posted in the building near the entrance, left in the mailbox at the Facility and delivered to the Fire Training Center.
- N. Before the Contractor departs the Facility at the end of each operating day, all waste shall be properly containerized and packaged, all containers shall be properly labeled and tightly closed and all waste and containers shall be placed in proper storage areas. Whenever the Facility is not attended by a trained representative of the Contractor, hazardous waste shall only be stored in the pre-fabricated steel storage bays and the bays shall be locked.
- O. Hazardous waste shall not be stored at the Facility in quantities which exceed the storage limits of the pre-fabricated steel storage bays.
- P. In accordance with applicable laws and regulations, all containers storing hazardous waste shall be removed from the Facility within 180 days of the time accumulation of waste in the container began and more frequently as required to comply with permitted storage limits for the Facility.

### **3.6 Waste Shipping and End Management**

- A. The Contractor shall furnish all labor, materials, supplies, equipment, power, facilities and incidentals to manifest, transport and dispose of all Acceptable Waste delivered to the Facility and all Unacceptable Waste accepted by the Contractor.
- B. Waste delivered to the Facility shall not be shipped outside of the United States of America or Canada without prior written approval of Rockland Green. This restriction applies to all components of the County's waste, including residue generated by reclamation, recycling, demanufacturing, scrapping, treatment, incineration or other means of destruction.
- C. The Contractor shall use only properly permitted Rockland Green-approved end management facilities.
- D. The Contractor shall coordinate and schedule all arrangements with waste haulers and end management facilities.
- E. At Rockland Green's request, the Contractor shall arrange for access for Rockland Green to inspect proposed end management facilities.
- F. The Contractor shall use only properly permitted Rockland Green-approved waste haulers. All vehicles and drivers shall be permitted and licensed in accordance with all applicable federal, state and local laws and regulations including the laws and regulations of governing agencies which have jurisdiction over areas through which the waste will be transported.
- G. The Contractor shall be responsible for screening drivers of waste hauling vehicles prior to use and prior to departure from the Facility. Vehicle drivers with a history or record of unsafe vehicle operation shall be banned by the Contractor from the Facility.
- H. The Contractor shall be solely responsible for obtaining required approvals from end management facilities and government agencies for acceptance of waste, and paying all fees.
- I. Loading of vehicles for shipment of waste, manifesting, transporting and end management of waste shall be performed in accordance with all applicable federal, state and local laws and regulations and the requirements of the end management facility.
- J. The Contractor shall prepare and issue all notifications and apply for and obtain all permits and approvals required for shipping and end management. All fees for insurance, licenses, permits, tolls, approvals, taxes, etc. shall be the responsibility of the Contractor. The Contractor shall provide all required notifications to federal, state and local agencies prior to transporting material off-site. Copies of all

notifications issued by the Contractor shall be transmitted to Rockland Green at the time of issuance.

- K. Materials removed from the Facility shall be transported directly to Rockland Green-approved destinations. No materials shall be added to or removed from transport vehicles between their time of departure from the Facility and their time of arrival at the Rockland Green-approved destination.
- L. The Contractor shall be responsible for all sampling and analyses required for proper end management. If requested by Rockland Green, the results of analyses shall be submitted to Rockland Green. The time and date of collection and sample identification numbers shall be clearly indicated on the results of analyses furnished to Rockland Green.
- M. The Contractor shall complete all required shipping papers, manifest forms and bills of lading as required by applicable laws and regulations for transportation and end management of waste. The Contractor shall be responsible for assuring that all notifications, labeling, documentation, sampling, analysis, and transportation requirements of the end management facilities, and federal, state and local governments are complied with and properly documented. Rockland Green will not sign any documents unless explicitly required by federal, state and/or local laws or regulations.
- N. Vehicles used to transport materials shall be designed, equipped, operated and maintained to prevent leakage, spillage and airborne emissions during transport. Appropriate controls shall be used to contain odors during loading and shipping of waste. Only safe, suitable and well-maintained vehicles, which are properly labeled/placarded, manned, permitted and registered to perform the required transportation services shall be used.
- O. Material shall only be shipped from the Facility when the Contractor's Project Manager or Operations Foreman is present.
- P. Waste shall be weighed before it is loaded out for shipment and an inventory of waste on each vehicle shipped from the Facility ("Vehicle Shipment Inventory") shall be prepared by the Contractor. The inventory shall be prepared in tabular form and shall include the information specified in **RFP Section 4.6(C)(6)**.
- Q. Each vehicle load (i.e., shipment) shall be assigned by the Contractor a unique identification number ("Vehicle Shipment Number"). All shipments shall be numbered consecutively in chronological order consistent with their dates and times of departure from the Facility.
- R. The Contractor shall notify Rockland Green two (2) business days prior to shipping waste from the Facility. Prior to departure of each vehicle transporting waste, a certificate signed by the Contractor's Project Manager or Operations Foreman shall

be submitted to Rockland Green (the “Shipment Certificate”). Each Shipment Certificate shall include:

1. The Vehicle Shipment Number, date and time of departure and the vehicle license plate state and number
  2. A statement that all waste has been properly characterized, labeled and containerized/packaged
  3. A statement that the contents of the vehicle are properly secured to prevent any releases
  4. The route of transport and location where the waste is being transported
- S. Certified weigh tickets showing the weight of the vehicle at the time of arrival and departure from the end management facility shall be provided as a prerequisite to payment for each monthly invoice. The Vehicle Shipment Number shall be added by the Contractor to each ticket. The weight tickets shall be signed and dated by a representative of the Contractor certifying to the accuracy of all measurements, the date and time of arrival and departure of each vehicle, the end management facility location and the Vehicle Shipment Number.
- T. Waste shall be shipped only during Normal Working Hours, but not during Normal Operating Hours, unless prior written approval is granted by Rockland Green.
- U. Waste shall be shipped from the Facility, at a minimum, weekly and as frequently and as necessary to always maintain adequate space for proper storage of waste at the Facility as specified herein.
- V. Waste shall be shipped at the frequency required to comply with all related federal, state and local permits, laws and regulations pertaining to waste accumulation quantity and time limits.
- W. Municipal solid waste not otherwise regulated and empty waste containers shall be placed in the designated waste compactor at the Facility. Rockland Green shall be responsible for disposal of the municipal solid waste placed in the container. If at any time Rockland Green finds that hazardous waste has been placed in the waste compactor, the Contractor shall pay for all costs associated with off-site transport and disposal of all of the waste in the waste compactor.
- X. Clean corrugated cardboard, clean plastic and lead-acid batteries shall be placed in the designated roll-off containers at the Facility. Rockland Green shall be responsible for management of clean corrugated cardboard, clean plastic and lead-acid batteries placed in the designated roll-off containers. If at any time Rockland Green finds that material other than clean corrugated cardboard, clean plastic and

lead-acid batteries has been placed in the roll-off containers, the Contractor shall pay all costs associated with removal and disposal of the non-conforming material.

- Y. The Contractor shall continuously monitor the regulatory compliance status of all waste haulers and end management facilities used and proposed for use. The Contractor shall not use any facility with a significant violation as reported on the USEPA database Enforcement and Compliance History Online. Any time that the Contractor becomes aware of a potential or actual change in the regulatory compliance status of any waste hauler and end management facility used or proposed for use the Contractor shall immediately notify Rockland Green of such potential or actual change, and in consultation with Rockland Green make arrangements to divert waste to alternate Rockland Green-approved haulers and end management facilities.

### **3.7 Staffing and Supervision**

- A. The Contractor shall provide at the Facility competent and properly trained personnel to perform the following tasks: screen waste and unload vehicles; characterize and sample waste; consolidate, containerize and package waste for shipment; label waste and containers; and store and load out waste for shipment and off-site end management.
- B. All of the Contractor's employees performing the Work at the Facility shall be knowledgeable with respect to the physical and chemical hazards which will be encountered at the Facility and shall possess a working knowledge of hazardous waste management regulations.
- C. At all times, during Normal Operating Hours, the Contractor shall staff the Facility with qualified and experienced personnel. The staff shall consist of one (1) Project Manager, one (1) Operations Foreman and two (2) Chemical Waste Technicians. The Contractor shall staff the Facility Weekend Collection Days with a minimum of 6 Chemical Waste Technicians in addition to the Project Manager and Operations Foreman. The Contractor shall furnish this level of staffing for the duration of the Contract Term.
- D. The Contractor shall be required to receive approval from Rockland Green prior to implementing any changes in staffing at the Facility. Resumes of proposed new personnel shall be provided to Rockland Green a minimum of 10 business days prior to their planned start date at the Facility. The Contractor shall be required to obtain Rockland Green's approval for each individual staff member prior to his/her beginning work at the Facility.
- E. The Contractor shall remove from the Facility staff any person which Rockland Green finds to be inadequately trained, possess inadequate experience or qualifications or is underperforming.

- F. Rockland Green shall not approve additional personnel unless the Contractor can demonstrate to the satisfaction of Rockland Green that the additional staff is required to provide a measure of safety or to prevent unacceptable wait times at the Facility.
- G. The Contractor shall provide evaluation and recommendations regarding disposal of hazardous materials at off-site residences and/or municipal facilities in the County when requested by Rockland Green. For the purpose of this RFP, the Contractor shall assume a total of five (5) such assignments will be performed by the Contractor during the Contract Term.
- H. All staff shall have completed the 40-hour training and shall have completed 8-hour refresher courses on an annual basis in accordance with the requirements of 29 CFR 1910.120.
- I. At a minimum, each Chemical Waste Technician shall have at least six (6) months of recent experience (within the past year) of performing waste screening, sampling, consolidating, containerizing and labeling in a similar function to that which is contemplated for this Contract.
- J. At a minimum, the Project Manager and Operations Foreman shall possess a college degree in chemistry, environmental science, industrial hygiene, physical science or a related field (or experience which has resulted in an equivalent amount of pertinent training) and at least 12 months of recent experience (within the past two [2] years) assuming full responsibility for managing a temporary or permanent household hazardous waste facility. If the experience was gained managing temporary facilities, the experience shall include management of at least 12 full-scale municipal household hazardous waste collection events within the past two (2) years. In connection with this experience, the assigned responsibilities shall have included at least the following:
  - 1. Serving as the Contractor's primary client contact<sup>2</sup>
  - 2. Supervising all on-site Contractor employees<sup>2</sup>
  - 3. Characterizing, consolidating, containerizing, labeling and coordinating shipment of waste
  - 4. Confirming and ensuring compliance with regulatory requirements
  - 5. Maintaining all facility records<sup>2</sup>
  - 6. Ensuring health and safety plan requirements and training are implemented

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<sup>2</sup> Although required for the Project Manager, not necessarily required for the Operations Foreman.

7. Maintaining equipment and inventory of supplies<sup>2</sup>
  8. Responding to client inquiries regarding invoices<sup>2</sup>
  9. Interacting with residents which use the facility<sup>2</sup>
  10. Supervising emergency response activities<sup>2</sup>
- K. The Operations Foreman shall be qualified to fulfill the duties and responsibilities of the Project Manager, on a temporary, as needed basis (e.g., during periods when the Project Manager is on vacation).
- L. Documentation shall be provided to Rockland Green and maintained on file at the Facility showing that all staff performing work at the Facility have appropriate and up to date training and medical surveillance is being performed in accordance with the requirements of applicable federal, state and local laws and regulations, including, but not limited to, 29 CFR 1910.120.

### **3.8 Equipment, Materials and Supplies**

- A. The Contractor shall furnish and maintain in inventory at the Facility an adequate supply of all materials and supplies necessary to operate and maintain the Facility effectively and efficiently and as required to comply with all applicable permit conditions, laws and regulations.
- B. The Contractor shall furnish, operate and maintain all equipment required for efficient operation of the Facility and as required to comply with all applicable permit conditions, laws and regulations.
- C. At a minimum, the Contractor shall furnish and maintain at the Facility in first-class condition the following items: pallet jack; drum dolly; empty DOT-approved drums; overpack drums; drum packaging; labels; markers; test kits; sampling equipment; sample containers; hand trucks; pallets; hard hats; eye protection; face shields; chemical resistance gloves and apparel; air monitoring instrumentation; respirators; first aid supplies; emergency eye-wash station; spill containment and absorbent materials; secondary containment; hand tools; work benches; janitorial equipment and cleaners; fire extinguishers; manifests; shipping forms; offices equipment (e.g., telephone, computer, printer, copy machine, desks, chairs, filing cabinets, etc.); office supplies; bathroom supplies; and all other supplies and equipment required for the Work.
- D. It is anticipated that Rockland Green-owned equipment currently in use at the Facility listed in **RFP Section 1.3(C)** will be made available to the Contractor in as is condition.
- E. The Contractor shall maintain in inventory at the Facility the Equipment listed in RFP Section 1.3(C), in as-is condition and in sufficient quantities needed to operate

and maintain the Facility effectively and efficiently in accordance with the terms of the Operating Plan, the Health and Safety Plan, the Contingency/Emergency Response Plan, and Applicable Law.

- F. The Contractor shall not store equipment, materials and supplies at the Facility which are not required for Facility operations.
- G. Equipment, materials and supplies shall only be stored overnight at the Facility inside the Facility fence line, unless explicitly authorized otherwise by Rockland Green. Equipment, materials and supplies shall be stored in a compact and organized manner. Only equipment and dry goods (e.g., cardboard storage boxes) may be stored outside the building.
- H. Equipment furnished by the Contractor and used at the Facility shall be in first-class condition. Any equipment which Rockland Green finds to be unacceptable shall be removed and replaced by the Contractor with an appropriate alternate.
- I. The Contractor shall operate, maintain and calibrate the weigh scale at the Facility as required for the intended use and in accordance with applicable codes, laws and regulations applying to weigh scales used for commerce.

### **3.9 Conditionally Exempt Small Quantity Generators**

- A. Only waste which is generated from within the borders of Rockland County and delivered by Rockland Green-approved CESQGs shall be accepted at the Facility.
- B. CESQGs will be required to follow the procedures outlined in the “Policies and Procedures Governing the Use of Rockland County’s Household Hazardous Waste Collection Facility by Conditionally Exempt Small Quantity Generators” in Appendix M.
- C. Waste delivered by government agencies, non-profits and schools within the County which are CESQGs, which have been pre-approved by Rockland Green or Rockland Green’s designee, shall be weighed by the Contractor at the time of delivery. At the time of delivery, the Contractor shall provide to the CESQGs a weigh ticket, signed by the Contractor’s Project Manager or Operations Foreman, indicating the weight of the waste, the date and time of delivery of the waste, the name of the government agency, the name of the vehicle driver and the manufacturer, model, and license plate number of the delivery vehicle. A copy of each weigh ticket shall also be provided to Rockland Green as part of the associated invoice (refer to **RFP Section 5.5**).
- D. The Contractor shall be responsible for collecting payment for management of CESQG waste directly from all other Rockland Green-approved CESQGs (i.e., CESQGs which are not Rockland Green pre-approved government agencies).

- E. Vehicles delivering CESQG waste shall not be included in the vehicle count for vehicles delivering household hazardous waste (refer to **RFP Section 4.4**).

### **3.10 Audits**

- A. Quarterly (i.e., every three months) the Contractor shall perform an internal environmental regulatory compliance audit of its operations at the Facility.
- B. The audit shall at a minimum address regulatory compliance with respect to the following:
  - 1. Waste characterization
  - 2. Waste storage
  - 3. Waste shipping
  - 4. End management
  - 5. Health and safety
  - 6. Emergency response preparedness
  - 7. Record keeping
  - 8. Reporting
- C. Within 15 calendar days of the end of each three month period (beginning on the date of the first day of a calendar-year quarter after Notice to Proceed) the Contractor shall submit to Rockland Green a type-written report which presents the results of the internal environmental regulatory compliance audit. The report shall explicitly identify any non-compliant conditions, including applicable complete regulatory citations, and describe corrective actions which have been taken to eliminate non-compliant conditions. The report shall be signed and dated by a responsible representative of the Contractor and shall include the following certification: “[Contractor’s Name] has completed a thorough environmental regulatory compliance audit of the Rockland County Household Hazardous Waste Facility. The results of the audit are representative of conditions and operations during the three-month period beginning on [date] and ending on [date]. All non-compliant conditions have been identified above. Appropriate actions have been taken to fully correct the non-compliant conditions and the conditions and operations at the Facility are presently in compliance with applicable permits, authorizations, laws and regulations.”

## **4.0 RECORD KEEPING AND REPORTING**

### **4.1 Health and Safety Incidents**

- A. In the event of a health and safety incident, including vehicle accidents, the Contractor shall notify Rockland Green immediately and provide a written report to Rockland Green within 24 hours. Copies of all Contractor communications with government agencies and authorities shall be provided to Rockland Green at the time they are issued by the Contractor or subcontractors.
- B. The written report to Rockland Green shall include, at a minimum:
  - 1. Time and date of the incident (or discovery)
  - 2. Name(s) and affiliation(s) of affected person(s)
  - 3. Description of the incident
  - 4. Names and affiliations of responders
  - 5. Cause of the incident
  - 6. Time, date and description of response activities performed
  - 7. Location and nature of treatment of affected person(s)
  - 8. Corrective actions to prevent future occurrence
- C. A health and safety incident logbook shall be maintained by the Contractor at the Facility. The information identified in 4.1(B) shall be recorded in the logbook for each incident. The pages of the logbook shall be consecutively numbered and sewn into the binder of the book. The logbook shall be delivered to Rockland Green at the end of the Contract Term.

### **4.2 Release, Spill and Emergency Reporting**

- A. In the event of a vehicle-related incident, spill, release or any other type of emergency the Contractor shall notify Rockland Green and authorities having jurisdiction immediately and provide a written report to Rockland Green within 24 hours. Copies of all Contractor communications with government agencies and authorities shall be provided to Rockland Green at the time they are issued by the Contractor or subcontractors.
- B. The written report to Rockland Green shall include, at a minimum:
  - 1. Time and date of the incident (or discovery)

2. Location and description of area impacted
  3. Description of the incident including cause and material released
  4. Description of damage to persons and property
  5. Names and affiliations of responders
  6. Time, date and description of cleanup activities performed
  7. Waste transporters and disposal facilities used for waste generated
  8. Corrective actions to prevent future occurrence
- C. A release, spill and emergency incident logbook shall be maintained by the Contractor at the Facility. The information identified in 4.2(B) shall be recorded in the logbook for each incident. The pages of the logbook shall be consecutively numbered and sewn into the binder of the book. The logbook shall be delivered to Rockland Green at the end of the Contract Term.

#### **4.3 Permitting/Compliance Information and Audit Reports**

- A. The Contractor shall deliver to Rockland Green the environmental regulatory compliance audit report described in **RFP Section 3.10** every 90 calendar days, beginning with the first audit report to be delivered to Rockland Green 15 days after the first day of the first calendar-year quarter (i.e., April 1, July 1, October 1 or January 1) after Notice to Proceed.
- B. The Contractor shall maintain at the Facility in separate three-ring binders copies of the Facility Health and Safety Plan, the Contingency/Emergency Response Plan, the Facility Permit, 6 NYCRR Subpart 362-4, copies of communications with regulatory agencies and copies of environmental regulatory compliance audit reports.
- C. The Contractor shall maintain at the Facility records of training, certifications and documentation of medical monitoring for each individual working at the Facility. Records may be maintained electronically only provided that records are retrievable without delay when requested.

#### 4.4 Waste Acceptance

A. The Contractor shall record on a Monthly Waste Acceptance Form the following for each Rockland County resident vehicle delivering Acceptable Waste to the Facility:

1. License plate state and number
2. Date of arrival at the Facility
3. Type of waste accepted (i.e., Acceptable Waste, Waste Electronics, and Paint Waste, or a combination of the three)

The Monthly Waste Acceptance Form shall be continuously updated and available for review at the Facility by Rockland Green. The information listed above shall be tabulated separately and provided with each monthly invoice. The total number of vehicles which delivered Acceptable Waste to the Facility in each month shall be shown by date. Only vehicles which Acceptable Waste has been removed from by the Contractor shall be counted and included on the Monthly Waste Acceptance Form. Vehicles delivering only Waste Electronics shall be counted separately and shall be explicitly identified as such on the Monthly Waste Acceptance Form. Vehicles delivering only Acceptable Waste Removed by Rockland Green shall be counted separately and shall be explicitly identified as such on the Monthly Waste Acceptance Form. The Contractor shall include the costs associated with the unloading, screening, characterizing, labeling, shipping and end management of Waste Electronics within the monthly fixed fee for the operation and maintenance of the Facility. The Contractor shall include the costs associated with the unloading, screening, and segregating of Acceptable Waste Removed by Rockland Green within the monthly fixed fee for the operation and maintenance of the Facility. Daily car count logs shall be provided as attachments to the Monthly Waste Acceptance Form. Example daily car count logs are included in Appendix C.

B. The Contractor shall record on a Monthly CESQG Waste Form the following for each vehicle delivering CESQG waste to the Facility:

1. Name of CESQG
2. License plate state and number
3. Date of arrival at the Facility
4. Vehicle make and model
5. Type and weight of waste accepted. Weight of Waste Electronics and Paint Waste shall be shown separately.

The information listed above shall be tabulated separately and provided with each monthly invoice. The Contractor shall include the costs associated with the unloading, screening, characterizing, labeling, shipping and end management of Waste Electronics within the monthly fixed fee for the operation and maintenance of the Facility. The Contractor shall include the costs associated with the unloading, screening, and segregating of Acceptable Waste Removed by Rockland Green within the monthly fixed fee for the operation and maintenance of the Facility. CESQG certification forms signed by representatives of the CESQGs shall be provided as attachments to the Monthly CESQG Waste Forms.

- C. The Contractor shall record on a Monthly Unacceptable Waste Form the following for each vehicle rejected from the Facility:
  - 1. License plate state and number
  - 2. Date of arrival at the Facility
  - 3. Reason for rejection of vehicle

Copies of the Monthly Unacceptable Waste Forms shall be available at the Facility for review by Rockland Green. In addition, the Contractor's Project Manager shall verbally report to Rockland Green at the monthly Progress Meetings descriptions of all Unacceptable Waste rejected from the Facility during the preceding month.

#### **4.5 Waste Storage**

- A. At the end of each day prior to departing from the Facility, the Contractor shall post in a prominent location inside the Facility building, place in the mailbox at the Facility and deliver to the Fire Training Center, the following:
  - 1. Container Storage Diagram
  - 2. Inventory of Waste
- B. The Container Storage Diagram shall be prepared at the end of each work day and shall show the date, Container Identification Number and location of all hazardous waste storage containers at the Facility. See Appendix I for template diagram.
- C. The Inventory of Waste shall be updated at the end of each work day and shall include a tabular summary for each container at the Facility. The Inventory of Waste shall for each container cross-reference the corresponding Container Identification Number on the Container Storage Diagram and shall include:
  - 1. Date
  - 2. Description of container contents

3. Description of container volume, color and materials of construction (e.g., black 55-gallon steel drum)
  4. Start date of accumulation of waste in the container
  5. Approximate percent of container storage capacity used
  6. For full containers, the date the container became full and the weight of the container
  7. Description of each individual waste container in the container, its contents, volume and date added
  8. United States Department of Transportation hazard classification
- D. Separate three ring binders shall be maintained at the Facility for retention of both of the records described in this section. Copies of the records shall be provided to Rockland Green upon request.

#### **4.6 Waste Shipping and End Management**

- A. All waste shipping papers shall be managed by the Contractor.
- B. The Contractor shall maintain at the Facility in chronological order in three-ring binders copies of waste shipping papers, manifests, Certificates of Destruction and Shipment Certificates.
- C. Within 30 days of the end of each calendar month of the Contract Term the Contractor shall deliver to Rockland Green three (3) bound copies, as well as one (1) electronic copy in PDF format via USB flash drive, of the shipping papers, manifests, Certificates of Destruction and Shipment Certificates for all waste shipped from the Facility during the month (the Monthly Waste Shipment Report). Electronic copies shall also be electronically transmitted to:
  1. Ryan Montal ([RMontal@RocklandGreen.com](mailto:RMontal@RocklandGreen.com)),
  2. Jeremy Goldstein ([JGoldstein@RocklandGreen.com](mailto:JGoldstein@RocklandGreen.com)), and
  3. Gerard Damiani ([GDamiani@RocklandGreen.com](mailto:GDamiani@RocklandGreen.com)).

Monthly Grant Reporting documents shall be submitted to these same recipients, with the addition of Janet Burnet ([JBurnet@RocklandGreen.com](mailto:JBurnet@RocklandGreen.com)). The documents shall be arranged chronologically in each Monthly Waste Shipment Report and each shall include the Vehicle Shipment Number. Each document shall be signed by an authorized representative of the Contractor and an authorized representative

of the end management facility<sup>3</sup>. The bound cover pages of each Monthly Waste Shipment Report shall include the following type-written:

4. Name of Contractor
5. Facility Permit Number (3-3926-00267/00005)
6. Name of Facility (Rockland County Household Hazardous Waste Facility)
7. Period (month) which report covers
8. Total amounts of each of the following shipped from the Facility during the period in the units indicated:
  - a. Antifreeze in gallons
  - b. Automotive batteries in pounds
  - c. Household batteries in pounds
  - d. Hazardous paint in gallons
  - e. Pesticides (solids) in pounds
  - f. Pesticides (liquids) in gallons
  - g. Fluorescent bulbs in pounds
  - h. Mercury containing devices/waste in pounds
  - i. Bulk mercury (liquid) in pounds
  - j. Other household hazardous waste (solids) in pounds
  - k. Other household hazardous waste (liquids) in gallons
  - l. TVs in pounds
  - m. Electronics in pounds
  - n. One pound and 20 pound propane tanks, number of each
  - o. Number of fire extinguishers
  - p. Number of MAPP gas tanks
  - q. Number of air conditioners
  - r. Number of dehumidifiers
  - s. Number of other small freon-containing devices

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<sup>3</sup> Only the signature of an authorized representative of the Contractor shall be required on Shipment Certificates.

9. A tabular summary (the Vehicle Shipment Inventory) which includes for each shipment the following:
  - a. The Vehicle Shipment Number
  - b. The shipping vehicle license plate state and number and 6 NYCRR 364 waste transporter number
  - c. Date and time of departure from the Facility
  - d. Date and time of arrival at the end management facility
  - e. Name and location of the end management facility
  - f. Container Identification Numbers for all containers on the vehicle

#### **4.7 Inspections**

- A. Completed Facility Inspection Report Forms as specified in **RFP Section 2.5** shall be maintained at the Facility in a three-ring binder and shall be available for Rockland Green's review.

#### **4.8 Labor Reports**

- A. The Contractor shall maintain at the Facility for each calendar month a Monthly Labor Report. The Monthly Labor Reports shall be updated at the end of each operating day and shall always be available for review at the Facility by Rockland Green. The Monthly Labor Report shall include the following in tabular format for each day:

1. Date and day of week
2. Name and title of each Contractor employee performing work at the Facility
3. Time in and time out of each Contractor employee

The Monthly Labor Reports shall be submitted with each monthly invoice.

#### **4.9 Emergency Response Inventory**

- A. The Contractor shall maintain at the Facility posted in a prominent location an inventory of emergency response equipment on hand at the Facility for use in responding to emergencies (e.g., releases, spill, fires, explosions, etc.).
- B. The Contractor shall inspect the inventory of emergency response equipment at the Facility daily and update the inventory whenever changes occur.

## **5.0 ADDITIONAL TERMS AND CONDITIONS**

### **5.1 Use of Subcontractors**

- A. The Contractor shall not use any subcontractor for performance of any of the Work unless prior written approval of the subcontractor has been granted by Rockland Green. No more than 40% of the value of the Contract in any year shall be subcontracted, unless approval otherwise is explicitly granted by Rockland Green. All labor used at the Facility shall be under the direct employment of the Contractor.
- B. The Contractor shall be required to provide qualifications and experience information acceptable to Rockland Green for any proposed subcontractor. The Contractor shall be required to explicitly identify the work which would be performed by any proposed subcontractor. Rockland Green will require 30 business days from receipt of the required information to evaluate the use of any proposed subcontractor.
- C. Subcontractors will be required to comply with all of the terms and conditions of the Contract Documents. All Work performed for Contractor by subcontractors will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Rockland Green.
- D. The Contractor shall be required to submit to Rockland Green, prior to use of any subcontractor, proof of required insurance.
- E. Contractor shall be fully responsible to Rockland Green for Contractor's acts and omissions and all acts and omissions of subcontractors and suppliers and other persons and organizations performing or furnishing any of the Work under a contract with any level of subcontractor or supplier. Nothing in the Contract Documents shall create any contractual relationship between Rockland Green and any subcontractor, supplier or other person or organization.

### **5.2 Insurance**

- A. Prior to the Contract commencement and throughout the term of the Contract, the Contractor 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 such loss, injury, including injury to the applicable Contractor's employees or employees of such Contractor's Subcontractors, or damage. Such insurance shall be maintained at the Contractor's sole expense.
- B. The Contractor shall obtain and maintain throughout the term of the Contract the following types and minimum amounts, not including deductible, of insurance:

1. Commercial general liability and property damage insurance with broad form blanket contractual liability and products and completed operations coverage, shall be not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate, including:
    - a. Prohibited exclusion(s), including but not limited to (1) “gravity related” injuries; (2) injuries sustained by an employee of an/any insured; (3) liability assumed by contract; (4) height limitation; or (5) territory restriction;
    - b. Insurance must apply on a Per-Project basis; and
    - c. No Labor Law or Third-Party Action Over Exclusions.
  2. Commercial comprehensive automobile liability endorsed for any automobile (owned and non-owned) with minimum limits for combined property damage and bodily injury of \$1,000,000 per occurrence.
  3. Worker’s compensation coverage in the statutory amounts required by New York State Law.
  4. Employer’s liability insurance required by New York State law covering all of the employees of the Contractor at Rockland Green’s facility.
  5. Excess liability above the commercial general liability and automobile liability shall not be less than \$10,000,000 per occurrence and \$10,000,000 general aggregate. The Umbrella must be excess over the General Liability, Automobile Liability and Employers Liability.
  6. Pollution liability, if applicable, shall not be less than \$5,000,000.
  7. Professional liability, if applicable, shall not be less than \$5,000,000.
- C. The commercial general liability, excess liability, professional liability, and pollution liability shall be kept in force for a period of one (1) year following the end of the contract period.
- D. **Additional Insureds.** The Contractor will name Rockland Green and its officers, agents, employees, and consultants as additional named insureds on a primary, non-contributory basis (the “Additional Insureds”) for Ongoing and Completed Operations on all insurance policies required herein, other than workers’ compensation and employer liability coverage. Such coverage must be provided using the 04/13 versions of ISO Form CG 20 10 and CG 20 37 or equivalent. The Contractor shall waive the subrogation rights of its various insurance carriers in favor of Rockland Green via CG 20 04 or equivalent.
- E. **Insurance Certificates and Policies.** Insurance and any renewals thereof will be evidenced by certificates of insurance (the “Certificates”) and copies of all insurance policies and endorsements issued or countersigned by a duly authorized representative of the issuer and delivered to Rockland Green for its approval thirty (30) days prior to the Contract commencement. 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 for all policies.

- F. **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 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 Contractor 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.
- G. **Deductibles.** Deductibles shall not exceed \$10,000.
- H. **Subcontractors.** The Contractor will be responsible for ensuring that all Subcontractors which are working at the Site secure and maintain all insurance coverages hereunder and other financial sureties required by Applicable Law in connection with their presence and the performance of their duties at or concerning the Work. The Contractor will furnish Rockland Green with Subcontractors' Certificates and policies for review and approval prior to beginning.
- I. **Specific Provisions for Comprehensive General Liability Insurance.** Comprehensive General Liability insurance, as required hereunder, 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.
- J. **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.
- K. **Changes in Insurance Coverage.** The insurance listed herein are the minimum coverages permitted, except that Rockland Green may decrease or omit the coverages specified at any time in its sole discretion. If Rockland Green decreases such coverage, any cost savings will be credited to the benefit of Rockland Green.
- L. **Qualifications of Insurers.** The Contractor is required to obtain the insurance set forth in this Section 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.

### 5.3 Indemnification

- A. The Contractor shall forever release and agree to defend, indemnify and hold harmless Rockland Green and every household or CESQG who delivers waste to the Facility, and each current or former official, officer, director, administrator, employee and representative of each of the foregoing, from and against any claims, causes of action, administrative proceedings, liabilities, damages, losses, costs and expenses of any kind whatsoever (including, with limitation, reasonable attorneys' fees, expert witness fees and other costs of defense) which arise from or in connection with, whether in whole or in part or whether directly or indirectly, a breach or default by the Contractor or any of his subcontractors, or any negligent act or omission by the Contractor or any of his officers, directors, administrators, employees, subcontractors or representatives, under the Contract.
- B. The Contractor's duty to defend shall apply to each and every such breach, default, act or omission by the Contractor or any of its officers, directors, administrators, employees, subcontractors or representatives.
- C. Subcontractor Indemnification. The Contractor shall include the following language in all Subcontracts:
  - 1. To the fullest extent permitted by law, the Subcontractor agrees to indemnify, defend and hold harmless the Contractor as well as all parties listed below as additional insureds, their officers, directors, agents, employees and partners (hereafter collectively "Indemnitees") from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) brought against any of the Indemnitees by any person or entity, arising out of or in connection with or as a result or consequence of the performance of the Work of the Subcontractor, as well as any additional work, extra work or add-on work, whether or not caused in whole or in part by the Subcontractor or any person or entity employed, either directly or indirectly by the Subcontractor including any subcontractors thereof and their employees. The parties expressly agree that this indemnification agreement contemplates (1) full indemnity in the event of liability imposed against the Indemnitees without negligence; and (2) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim which negligence is expressly excepted from the Subcontractor's obligation to indemnify. Attorneys' fees, court costs, expenses and disbursements shall be defined without limit to include those fees, costs, etc. incurred in defending the underlying claim and those fees, costs, etc. incurred in connection with the enforcement of this Subcontract Agreement. Indemnification under this Agreement shall operate whether or not Contractor has placed and maintained the insurance required under this agreement. The Subcontractor shall cause all subcontract agreements it enters into to include this indemnification clause so as to ensure that Contractor and all Indemnitees

hereunder shall have the same protection from sub-subcontractors as is afforded by the Subcontractor.

#### **5.4 Termination**

- A. Rockland Green shall have the right to postpone, suspend or terminate the Contract in whole or in part for the convenience of Rockland Green. If, after termination for cause of Contractor it is determined that no cause existed for termination of Contractor, such termination shall be deemed to have been made for the convenience of Rockland Green.
- B. If the Contract is terminated by Rockland Green for convenience or cause, Rockland Green shall make payment on an equitable basis for all work performed in accordance with the Contract Documents prior to termination in accordance with paragraphs C and D below.
- C. If the Contract is terminated for cause, no payment shall be made for anticipated profit on unperformed work or services. Additionally, Rockland Green may adjust any payment due to Contractor at the time of termination to account for any additional costs to Rockland Green because of Contractor's default.
- D. If the Contract is terminated for convenience, payment shall be made for any services rendered and expenses incurred prior to the termination.
- E. Upon termination of the Contract, Rockland Green may take over the work or may award or negotiate a contract with another party to complete work required by these Contract Documents.

#### **5.5 Payment**

- A. A separate application for payment shall be submitted for each month. Applications for payment shall be submitted no more frequently than monthly.
- B. The Contractor shall assign a single point of contact to the job of responding to Rockland Green's inquiries regarding each invoice (the Contractor's Invoice Contact). The name, title, telephone number and address of the Contractor's Invoice Contact shall be clearly shown on the front of each invoice.
- C. On the front of each invoice the Contractor shall provide a certification signed by the Project Manager and the Contractor's Invoice Contact, if separate individuals, which reads, "This invoice is for work performed for the Rockland Green in accordance with the contract for operation of the Household Hazardous Waste Management Facility. Payment is being sought for work completed by [Contractor's name] during the period beginning on [month, day, year] and ending on [month, day, year] and the quantities invoiced are a true and accurate

representation of the work completed during the period. This invoice has been prepared in accordance with the Contract, using the unit price amounts therein. Additionally, this invoice and all attachments have been carefully reviewed by the undersigned.”

- D. Invoices shall be submitted with all of the required backup specified herein. Any invoice which is submitted without all required backup documentation shall be rejected by Rockland Green without further review and returned to the Contractor and no further action will be taken by Rockland Green on the invoice, until such time as appropriate documentation is received by Rockland Green.
  
- E. At a minimum the following, as described herein, shall be submitted with each invoice, type-written and in accordance with the requirements of the Contract Documents. Reports and forms may be combined provided that all of the information required in **RFP Sections 4.4 and 4.6** has been included:
  - 1. The Monthly Waste Acceptance Form
  - 2. The Monthly CESQG Waste Form
  - 3. The Monthly Waste Shipment Report
  - 4. The Monthly Labor Report
  
- F. The unit vehicle fee will not be paid by Rockland Green for vehicles which deliver CESQG waste, only Waste Electronics, only Acceptable Waste Removed by Rockland Green, or only a combination of Waste Electronics and Acceptable Waste Removed by Rockland Green.
  
- G. Payment for waste accepted from CESQGs which are Rockland Green-approved government agencies (e.g., schools) shall be invoiced separately. Invoices for such waste shall include all required backup associated with the waste for which payment is being sought, including, but not necessarily limited to, Certificates of Destruction, manifests and shipping papers. Each invoice shall be prepared in a format which readily provides Rockland Green with a summary of the work for which payment is being sought and shall show, for each load of CESQG waste accepted and managed:
  - 1. Source of waste (including first and last name of vehicle driver and full name of entity which driver represents)
  - 2. Description of the waste
  - 3. Date of delivery of the waste to the Facility
  - 4. Net weight in pounds of the waste (shall not include Waste Electronics and Acceptable Waste Removed by Rockland Green)

5. Copy of CESQG certification form signed by a representative of CESQG
  6. A description of each shipping container used for shipment of the waste to appropriate end management facilities (including weights and volumes of individual containers), name of end management facility each container was shipped to, and date of shipment to end management facilities of each container
- H. The Contractor shall include the costs associated with the unloading, screening, characterizing, containerizing, labeling, shipping and end management of Waste Electronics and Acceptable Waste Removed by Rockland Green within the monthly fixed fee for the operations and maintenance of the Facility.
- I. Invoice amounts shall not exceed the unit price amounts in the Contractor's proposal.
- J. Pending receipt of complete and proper documentation, Rockland Green reserves the right to withhold payment of any invoice if documentation has not been provided to the satisfaction of Rockland Green.

#### **5.6 Contract Term**

- A. The Contract Term shall begin on the date indicated in the Notice to Proceed and shall end five (5) years after that date, unless an extension is issued by Rockland Green. Rockland Green reserves the right to issue one (1) contract extension for up to five (5) years.

#### **5.7 Minority and Women-Owned Business Enterprises; Veteran Participation**

- A. It is the policy of Rockland Green to encourage the participation of Minority Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) on Rockland Green projects. For this reason, the Contractor shall use best efforts to include MBE and WBE firms among its subcontractors and suppliers.
- B. Rockland Green also encourages Contractors and subcontractors to make good faith efforts to recruit, hire, and retain qualified veterans in connection with the performance of the Work.
- C. To be recognized by Rockland Green, MBEs and WBEs must be certified by New York State's Empire State Development agency.
- D. In the event the Contractor intends to subcontract in excess of twenty-five percent (25%) of the Work, the Contractor shall submit to Rockland Green, prior to execution of the Contract, an MBE/WBE Utilization Plan acceptable to Rockland Green.

## **5.8 Assignments**

- A. The Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that the Contract, Contractor's rights, title and interest herein and the Contractor's power to execute the Contract may not be assigned, transferred, conveyed or otherwise disposed of by the Contractor to any other person or entity without the prior written consent of Rockland Green. Any such transfer made without such prior written consent shall not vest any rights in the transferee. Consent shall not unreasonably be withheld.

## **5.9 Taxes**

- A. Contractor shall pay all sales, consumer, use and other similar taxes for the Work or portions thereof provided by Contractor, unless Rockland Green is expressly exempt from same.

## **5.10 Contract Closeout**

- A. At the completion of the Contract Term, the Contractor shall thoroughly clean the Facility and remove all waste and debris. Any remaining materials, supplies and equipment shall be removed, unless Rockland Green has otherwise specifically approved allowing same to remain at the Facility.
- B. On the last day of the Contract Term Rockland Green shall conduct an inspection of the Facility to confirm that the Contractor has removed all waste from the Facility. If any waste remains at the Facility at the end of the last day of the Contract Term, Rockland Green shall estimate the cost for removal and disposal and shall deduct the estimated cost from payment of any outstanding invoices.
- C. Payment of final invoices shall not be made by Rockland Green until all required paperwork has been delivered to and approved by Rockland Green.

## **6.0 MINIMUM EXPERIENCE AND QUALIFICATION REQUIREMENTS**

### **6.1 Past Performance**

- A. The Contractor shall have at least the following experience operating a household hazardous collection facility for a municipality:
  - 1. Responsible for successful operation of a permanent household hazardous waste collection facility for a period of 12 consecutive months
  - 2. Management of the full spectrum of wastes required by this RFP
  - 3. Having sole responsibility for a scope of services similar to that which is required by this RFP
- B. Only experience acquired within 12 months of the proposal due date shall be considered for the requirements specified in paragraph A above.
- C. Operating a household hazardous waste facility for the purposes of paragraph A above means the Contractor was directly responsible for receiving, containerizing, profiling, characterizing, storing, shipping and end management of household hazardous waste received at a fixed-facility owned by a municipality.

### **6.2 Project Manager and Staff**

- A. Minimum experience and qualification requirements for the Health and Safety Coordinator and Safety Officer are specified in **RFP Section 2.2**.
- B. Minimum experience and qualification requirements for the Project Manager, Operations Foreman and Chemical Waste Technicians are specified in **RFP Section 3.7**.

### **6.3 End Management Facilities**

- A. The Contractor shall arrange for and use permitted, Rockland Green-approved end management facilities for acceptance of each type of waste delivered to the Facility. The end management facilities shall have the capacities to accept the Facility waste in the quantities generated.
- B. The end management facilities used by the Contractor shall not be on any list of sites which have been identified by any government agency as sites which have resulted in negative impact to the environment.
- C. End management facilities which have been or are the subject of administrative or judicial actions for an alleged or actual violation of environmental or public health

laws or regulations shall not be used in connection with any of the Contractor's obligations.

- D. Only end management facilities about which Rockland Green receives positive reports from government agency regulators will be approved by Rockland Green for use by the Contractor.
- E. End management facilities used by the Contractor shall be in compliance with all of the requirements specified in **RFP Section 3.6**, including but not limited to, management of all components of County waste within the borders of the United States of America and Canada.
- F. Strict conformance with all of the requirements of the RFP shall be demonstrated by the Contractor in connection with management of all residuals generated by end management facilities.

## **7.0 PROPOSAL SUBMITTAL REQUIREMENTS AND PROPOSAL FORMS**

### **7.1 Instructions for Proposers**

- A. Proposals shall be submitted in a sealed package and the outside of the package must bear the name and address of the Proposer, the project name from the cover of the RFP and must be clearly marked with the word “Proposal.”
- B. Proposers are required to submit one (1) original and three (3) copies of their proposal. An electronic copy shall also be provided on a USB flash drive.
- C. Proposers must properly complete and submit with their proposals all of the required proposal forms:
  - 1. Proposal Form 1 – Signature Page
  - 2. Proposal Form 2 – Addenda Acknowledgement Form
  - 3. Proposal Form 3 – Qualifications Form
  - 4. Proposal Form 4 – Affidavit of Non-Collusion
  - 5. Proposal Form 5 – Disclosure Affidavit
  - 6. Proposal Form 6 – Affirmative Action Plan
  - 7. Proposal Form 7 – Exceptions Taken to This RFP and Contract
  - 8. Proposal Form 8 – Disclosure of Proposer Responsibility Statement
  - 9. Proposal Form 9 – Consent of Surety
  - 10. Proposal Form 10 – FOIL Acknowledgement Form
  - 11. Proposal Form 11 – Statement of Prevailing Wage Law Violations
  - 12. Proposal Form 12 – Certification of Site Conditions
  - 13. Proposal Form 13 – Insurance Letter of Intent
  - 14. Proposal Form 14 – Past and Present Performance Information Form
  - 15. Proposal Form 15 – End Management Facilities Form
  - 16. Proposal Form 16 – Proposal Bond Template
  - 17. Price Proposal Form 1 – Price Proposal

## 18. Technical Proposal Form 1 – Equipment Description

- D. Proposals which do not include all of the required proposal forms properly completed may be considered non-responsive.
- E. Proposals shall be bound and all text shall be type-written and on 8.5-inch by 11-inch paper. All pages shall be consecutively numbered.
- F. Proposals shall be organized into the sections and sequence described in **RFP Sections 7.3 through 7.6** below.
- G. With their proposals, Proposers must provide adequate proof of the ability to maintain the required insurance.
- H. Proposers are encouraged to describe in their proposal capabilities to assist Rockland County with responding to chemical spills outside of the responsibilities associated with operation of the Facility.
- I. It is the responsibility of each Proposer, before submitting a Proposal to: a) examine the Request for Proposals thoroughly, b) visit and visually inspect the Facility during the Pre-Proposal Conference, c) become familiar with local conditions that may affect cost, schedule, performance or furnishing of the Work, d) become familiar with applicable regulations, laws and permit conditions that may in any manner affect cost, schedule, performance or furnishing of the Work, e) study and carefully correlate Proposer's observations with the RFP, and f) notify Rockland Green promptly after discovering any conflicts, ambiguities, errors, or inconsistencies in the RFP.
- J. It is the responsibility of each Proposer to obtain any additional documents, information or data which pertain to the physical conditions at or contiguous to the Facility which may affect cost, schedule, progress, performance or furnishing of the Work and which Proposer deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the RFP.
- K. The submission of a Proposal constitutes an incontrovertible representation by Proposer that Proposer has taken steps reasonably necessary to ascertain the nature and location of the Work and that Proposer has investigated and accounted for in the preparation of the Proposal governmental requirements and all reasonably foreseeable general and local conditions that may affect cost, schedule, performance and furnishing of the Work. Examples of such conditions include: conditions bearing upon the storage, transportation and end management of materials, the availability and suitability of labor, weather, physical conditions of the Facility and the character of equipment and facilities available and needed for performance of the Work.

- L. Any failure to take the actions described in this section will not relieve Proposer from responsibility for estimating properly the difficulty, cost of and schedule for successfully performing the Work or from performing the Work successfully without an increase in Contract Price.
- M. Rockland Green does not assume any responsibility for any conclusions or interpretations made by any Proposer based on the information made available by the RFP. Nor does Rockland Green assume any responsibility for any understanding reached or representation made concerning conditions which can affect the cost, schedule, progress, furnishing and performance of the Work prior to execution of the Contract, unless that understanding or representation is expressly stated in the RFP.
- N. It is expected that the number of vehicles, types of vehicles, and quantities and types of waste delivered to the Facility will vary widely. The quantities shown in the RFP are given only as criteria for calculations which will be used for evaluating the Proposals. Rockland Green does not make any representations that the quantities shown will be the actual quantities. Contractor may not claim misunderstanding or deception because of such quantities or of the character of the work, location, or other conditions pertaining thereto. Rockland Green may increase or diminish any or all of the quantities or work mentioned above or omit any of them, as deemed necessary.
- O. All Proposals shall remain open for 60 calendar days after the day of the Proposal due date, but Rockland Green may, in its sole discretion, release any Proposal and return the Proposal Security prior to that date.

## **7.2 Procurement Responsibilities, Rights and Options of Rockland Green**

- A. The RFP constitutes only an invitation to submit a proposal 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.
- B. Rockland Green reserves, holds and may exercise, at its sole discretion, the following rights and conditions with regard to the RFP. By responding to the RFP, Proposers acknowledge and consent to the following conditions relative to the procurement process and the selection of a Contractor.
- C. This RFP does not obligate Rockland Green to procure or contract for any service whatsoever.
- D. All costs incurred by a Proposer 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 the Contract will be borne by the Proposer.

- E. Rockland Green may cancel this RFP without the substitution of another RFP.
- F. Rockland Green reserves the right to waive any technicalities or immaterial irregularities in the proposals.
- G. 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.
- H. Rockland Green reserves the right to discontinue negotiations with any selected Proposer.
- I. Rockland Green may conduct clarification discussions, at any time, with one (1) or more Proposers and request additional information relating thereto.
- J. Rockland Green may receive questions from Proposers and provide such answers, as it deems appropriate.
- K. All Proposals become the property of Rockland Green and will not be returned.
- L. Rockland Green reserves the right to select and enter into a Contract with the Proposer(s) who best satisfy 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.
- M. Rockland Green reserves the right to extend the deadline date for submission of Proposals and modify schedule dates.
- N. Rockland Green reserves 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 the procurement.
- O. Rockland Green reserves the right to issue additional or subsequent solicitations for proposals.
- P. 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 the RFP.
- Q. 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.
- R. 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.
- S. Rockland Green reserves the right to request Proposers to send representatives to attend Rockland Green interviews.

- T. Rockland Green reserves the right to enter into agreements with one (1) 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.
- U. All activities related to this RFP and the performance under the Contract shall be subject to applicable law.
- V. Any and all responses not received by the deadline for receipt of proposals may be rejected and returned unopened at Rockland Green's sole discretion.
- W. 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.
- X. Rockland Green (including its representatives and consultants) reserves the right to visit and examine any of the facilities referenced in each Proposal and to observe and investigate the operations of such facilities.
- Y. Rockland Green reserves the right to enter into concurrent and sequential negotiations with two (2) or more Proposers.
- Z. Rockland Green reserves the right to discontinue and resume negotiations.

**7.3 General Information and Experience and Qualifications (Proposal Section 1.0)**

- A. Provide a brief narrative description of the history of the Proposer including years in business, description of company-wide operations, locations of offices, number of employees and description of equipment and facilities owned.
- B. Provide a description of the qualifications of the Proposer in connection with operation of household hazardous waste facilities.
- C. Provide proposed vehicle counting methods to ensure an accurate vehicle count for billing purposes. At times a representative of Rockland Green will not be present during Normal Operating Hours. Therefore, the vehicle count method should provide a means to enable Rockland Green to independently verify vehicle count in each invoice.
- D. Provide a detailed description of any services which the Contractor is proposing to subcontract and the name and address of all proposed subcontractors, clearly identifying each subcontractor's proposed responsibilities. For each proposed subcontractor the proposer is required to submit a completed Proposal Form 3 – Qualifications Form and Proposal Form 8 – Disclosure of Proposer Responsibility Statement.

- E. The Proposal shall include a list of all municipalities which the Contractor has provided household hazardous waste management services to during the past five (5) years. The list shall include name of municipality, brief description of services provided, dates during which services were provided and name, address and telephone number of primary contact at the municipality.
- F. Proposers shall demonstrate in their Proposals that they possess the experience described in **RFP Section 6.0** and that the services described in **RFP Section 6.1(A)** have been provided to the satisfaction of representatives of municipalities. This requirement shall be demonstrated by Proposers by providing a description of the work performed for each reference municipality, dates during which services were provided and providing the name, title, address, email address and telephone number of appropriate contact persons at the municipalities. Include with the Proposal copies of the contracts with municipal entities which are used by the Proposer to demonstrate possession of the minimum experience requirements in **RFP Section 6.1(A)**.
- G. The Proposal shall include the name, title, address and telephone number of at least one (1) government agency representative which can serve as a reference with respect to the Proposer's compliance with environmental regulations.
- H. Provide a description of corporate programs or standard operating procedures (e.g., quality assurance/quality control programs, health and safety programs, equipment use and maintenance programs, etc.).
- I. If requested by Rockland Green, Proposers shall arrange for representatives of Rockland Green to observe the Proposer's work at a facility where similar services are being performed.
- J. Include in Proposal Section 1.0 the following completed proposal forms: Proposal Form 1 – Signature Page, Proposal Form 2 – Addenda Acknowledgement Form, Proposal Form 3 – Qualifications Form, Proposal Form 4 – Affidavit of Non-Collusion, Proposal Form 5 – Disclosure Affidavit, and Proposal Form 6 – Affirmative Action Plan. Include Proposal Form 3 – Qualifications Form and Proposal Form 8 – Disclosure of Proposer Responsibility Statement for each proposed subcontractor.

#### **7.4 End Management Facilities (Proposal Section 2.0)**

- A. Proposers are encouraged to propose use of end management facilities consistent with Rockland Green's order of preference which is as follows:
  - 1. Beneficial reuse
  - 2. Reclamation/recycling
  - 3. Treatment
  - 4. Fuel blending

5. Incineration
  6. Secure landfilling
- B. Provide a summary list of the proposed end management facilities. The summary list shall include the name and address of each proposed end management facility, a description of the waste to be accepted at each end management facility and a description of how waste will be managed at each proposed facility.
  - C. Provide for each proposed end management facility a description of the Proposer's previous experience using the facility and a description of wastes, including sources, which have been previously delivered by the Proposer to the facility.
  - D. For end management facilities which will generate any type of residue (e.g., recyclers, reclaimers, demanufacturers, incinerators, etc.) Proposers shall clearly describe in their Proposals the types of residues which will be generated and the specific end management methods and locations of disposal for all residues.
  - E. Include in Proposal Section 2.0, for each proposed end management facility, a Proposal Form 15 – End Management Facilities Form.

#### **7.5 Staffing and Equipment (Proposal Section 3.0)**

- A. Proposers shall in their proposal identify potential personnel which the Proposer intends to use at the Facility. Within five (5) business days of Notice of Award, the Contractor shall specifically identify proposed personnel for the positions of Health and Safety Coordinator, Safety Officer, Project Manager, Operations Foreman and Chemical Waste Technicians. Following Contract Award, the Contractor shall provide only the individuals identified and approved by Rockland Green, unless written approval of alternate individuals is issued by Rockland Green.
- B. In the Proposals, Proposers shall clearly indicate how they will comply with the minimum qualifications requirements in **RFP Section 2.2** for the Health and Safety Coordinator and Safety Officer and **RFP Section 3.7** for the Project Manager, Operations Foreman and Chemical Waste Technicians.
- C. Proposers shall include in their proposals a staffing plan including an organization chart showing names and titles of proposed personnel which will be involved with the Work.
- D. A resume shall be provided for each individual shown on the organization chart. The resume shall include education, certifications, employment history and prior pertinent experience.
- E. Copies of training certifications shall be provided for personnel proposed for performing work at the Facility.

- F. Identify through documentation, the level of specialized training proposed Facility and vehicle operators receive in the areas of handling hazardous wastes and laws and regulations applicable to hazardous wastes and emergency response procedures.
- G. Included in the Proposal shall be a list of equipment which will be furnished and maintained at the Facility by the Proposer. The list shall include for each piece of equipment to be provided: name of manufacturer, model number and year of manufacture.

#### **7.6 Bid Bond, Consent of Surety and Price Proposal (Proposal Section 4.0)**

- A. Each Proposer must provide Proposal Security equal to \$20,000, as set forth in the Proposal Bond form included in Appendix A. The required Security must be in the form of a certified or bank cashier's check made payable to Rockland Green or a Proposal Bond issued by a surety licensed to conduct business in the State of New York and named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. The Proposal Security of the successful Proposer will be retained until the Proposer has executed the Agreement and furnished the required Performance Bond, whereupon it will be returned; if the Proposer fails to execute and deliver the Agreement and furnish the required Performance Bond within 10 business days of the Notice of Award, Rockland Green may annul the Notice of Award and the Proposal Security of that Proposer will be forfeited. The Proposal Security of any Proposer whom Rockland Green believes to have a reasonable chance of receiving the award may be retained by Rockland Green until the earlier of the seventh day after the executed Agreement is delivered by Rockland Green to Proposer and the required Performance Bond is furnished or the sixty-first day after the Proposal opening. Proposal Security of other Proposers will be returned within 14 days of the Proposal opening.
- B. In case that the Proposer shall refuse or neglect, within 10 business days after date of receipt of Notice of Award, to execute and deliver the Contract or to execute and deliver a performance bond in the amounts required and in the form prescribed, the amount of Proposal Security shall be forfeited and will be retained by Rockland Green as liquidated damages, otherwise the total amount of the Proposal Security will be returned to the depositor as described above.
- C. A performance bond will be required of the Proposer to whom Rockland Green proposes to award the Contract. The successful Proposer shall furnish to Rockland Green and maintain throughout the Contract Term a performance bond equal to one hundred percent (100%) of the Contract (using the unit prices and proposal quantities on the price proposal form), conditioned for the faithful performance of all terms, covenants and conditions of same, with a surety company authorized to conduct business in the State of New York, as surety, and named in the current list

of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. The amount of the performance bond shall be adjusted on the first day of each year of the Contract Term to an amount equal to the estimated remaining value of the Contract.

- D. Include in Proposal Section 4.0: Price Proposal Form 1 – Price Proposal and the Proposal Bond form.

#### **7.7 Draft Health and Safety Plan**

- A. Proposers shall submit with their Proposals, separately bound, three (3) copies, as well as an electronic copy, of a Draft Health and Safety Plan which is prepared in accordance with the requirements of **RFP Section 2.2**.

## **SECTION 8.0 EVALUATION OF PROPOSALS**

### **8.1 Evaluation Criteria**

- A. This section describes Rockland Green’s proposal evaluation process and criteria.
- B. Rockland Green will evaluate the total annual costs to Rockland Green, for the Contract Services described herein, of each Proposal and Proposer’s ability and willingness to meet all of the Proposer’s responsibilities. Each section of a Proposal will be evaluated in terms of the commitments made, the completeness and the reliability of the approach taken, and compliance with the requirements and the instructions provided in the RFP. A Contractor’s 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.
- C. Selection will not be solely based on the lowest cost, although cost will be a factor in the evaluation process.
- D. After evaluating the proposals, Rockland Green may short-list Proposers for interviews and enter into contract negotiations with one (1) or more Proposers who meets Rockland Green’s evaluation criteria and whose proposals are regarded as most advantageous to Rockland Green

### **8.2 Evaluation Team**

- A. The proposal evaluation and selection process described in this Section will be conducted by an evaluation team led by Rockland Green. The team will comprise personnel from Rockland Green and its technical, legal, and financial consultants. The team will review and evaluate proposals and select one (1) or more Proposers with whom Rockland Green will conduct negotiations.

### **8.3 Proposal Evaluation**

- A. After determining the overall administrative completeness and responsiveness of the Proposals to the RFP requirements, the evaluation team will conduct an evaluation of responsive proposals based on the following criteria. It is incumbent upon the Proposer to completely address each of these factors:
  - 1. Qualifications and Relevant Experience
  - 2. Viability of Proposed Services;
  - 3. Project Organization;
  - 4. Ability to Comply with Flow Control and Applicable Law generally;
  - 5. References;
  - 6. Proposer’s Financial Capability; and

7. Proposed Service Contract.
- B. The following is a description of the factors to be considered for each technical evaluation criterion listed above.
1. Qualifications and Relevant Experience - Rockland Green requires that Proposers have qualifications and previous experience with similar projects and in performing services similar to the Contract Services. The adequacy of staffing and the training/experience of key management and technical personnel will be evaluated based on review of resumes and qualifications submitted by the Proposer.
  2. Viability of Plan of Service - The technical viability of the hauling and disposal elements of the proposal will be evaluated. The plan of service will be evaluated to determine its reliability, operability, and flexibility.
  3. Project Organization - Rockland Green will evaluate the appropriateness, adequacy, and flexibility of the Proposer's organizational structure for managing the project and will also determine whether the Proposal demonstrates the Proposer's ability to procure necessary equipment and provide the Contract Services.
  4. Ability to Comply with Flow Control and Applicable Law - Proposers must demonstrate knowledge of, and intent to comply with, Applicable Law, including but not limited to, Federal, State, and local laws, regulations, and standards that are applicable to the hauling and disposal activities associated with the Contract Services, particularly the Flow Control Law. The Proposer will be responsible for complying with conditions set forth in any permit, registration, or approval issued by Federal, State, or local jurisdictions. A Proposer's compliance with Applicable Law will be a factor in the evaluation of the Proposals. A Proposer's record of compliance with Flow Control or similar laws in other jurisdictions, and environmental regulations, will factor heavily into the evaluation process, and in certain circumstances, violations of the Flow Control Law, or similar laws in other jurisdictions, may serve as a key factor in the evaluation process.
  5. References - Rockland Green may contact the Business and Financial references provided and contact relevant regulatory agencies, and evaluate the Proposer based on the information received.
  6. Financial Capabilities - Financial soundness of the Proposer or any other organization that is a member of the Proposer's team, as applicable, will be an important criterion in the evaluation process. Rockland Green requires that Proposers demonstrate the ability to secure or provide the necessary financial resources to perform the Contract Services.

7. Service Contract - The evaluation will also be based on the degree to which the Proposer accepts the risk posture and general business deal set forth in the draft Service Contract. The Proposer must provide a list of all items or a mark-up of the Service Contract. This criterion will also be used to assess the degree of risk which the Proposer is judged to be assuming under the terms of the Proposal, recognizing that excessive risk assumption by the Proposer may produce unreasonable risk to Rockland Green in terms of non-performance, delay, and litigation. Factors will include the achievability, durability, and reliability of the proposed approach to providing the Contract Services. Although modifications to the draft Service Contract are acceptable, the extent of Proposer deviation from such terms shall be considered as part of this evaluation criteria.

#### **8.4 Cost Evaluation**

- A. The Price Proposal will be evaluated using total annual costs to Rockland Green for the Contract Services described herein, as proposed by the Proposers on the Price Proposal Form. Proposer are strongly advised to submit pricing wholly consistent with the RFP, then to clearly delineate any caveats or exceptions to baseline pricing. Total price is used solely for the purpose of evaluating the Proposal. Rockland Green shall utilize the prices proposed per unit to verify and correct, if necessary, the Proposers' total price calculations. The verified and corrected total prices shall be utilized by Rockland Green as one basis of evaluation.
- B. Where separate prices are required by this RFP for specific services, such prices are understood to be independent and separable. Accordingly, elimination or modification by Rockland Green of any portion of the proposed scope of services should not affect the price proposed for any other portion of the scope of services. Rockland Green will reserve the right after contract award to modify the scope of services within the limits of Applicable Law.
- C. The New York State Tax Law has been amended to exempt from sales and use taxes, imposed under Article 28 and pursuant to Article 29 thereof, the sale or use of tangible property incorporated in structures, buildings, or real property owned by an exempt organization. Rockland Green is an exempt organization, and, therefore, Proposers should not include sales and use Tax in their Proposals.

#### **8.5 Award/Rejection of Proposal**

- A. An award will be made to the Proposer whose Proposal conforms to the RFP and is considered most advantageous to Rockland Green, and not necessarily on the basis of price or any other single factor, considering the Evaluation Criteria set forth in this section. Rockland Green reserves the right to inspect a Proposer's vehicles and/or facilities prior to award of any Proposal.

- B. Rockland Green reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in a manner consistent with law, deemed in the best interest of Rockland Green. Rockland Green shall continue to explore and evaluate all options available to it for operation and maintenance of the household hazardous waste facility in the Contract Area and may avail itself of any available option and not award any contract under this RFP.
  
- C. 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. The successful Proposer shall, after receiving notice of award, expeditiously return executed contract documents together with all required bonds, insurance certificates, licenses and permits necessary to perform the Contract.

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

**APPENDIX A**

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

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

To Rockland Green (formerly Rockland County Solid Waste Management Authority):

The Proposer, in compliance with your Request for Proposals for the operation and maintenance of the household hazardous waste facility, Pomona, New York, 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:

---

Name of Proposer

---

Signature

---

Printed Name

---

Date

Rockland Green

Request for Proposals 2026-01

OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK

**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 Household Hazardous Waste Facility, Pomona, New York:

Addendum No.

Dated

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Person, firm or corporation making this Proposal:

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

**PROPOSAL FORM 3**  
**QUALIFICATIONS FORM**

**Contractor and all Subcontractors must complete this Qualifications Form in its entirety. Failure to complete and submit this Qualifications Form may result in the Contractor being deemed non-responsive and, consequently, not eligible to participate further.**

**A. General Information**

1. Company Name: \_\_\_\_\_

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

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

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

Contact person's contact information:

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

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

Mobile 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: \_\_\_\_\_

Rockland Green

Request for Proposals 2026-01

OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK

**PROPOSAL FORM 3** (Continued)  
**QUALIFICATIONS FORM**

**B. Business Information**

1. Brief history of Company (attach additional sheets as necessary):

---

---

2. Number of Years in Business: \_\_\_\_\_ Years

3. Annual Value of contracting work (Range): \$ \_\_\_\_\_

4. Value of contracts normally accepted: Minimum \_\_\_\_\_ Maximum \_\_\_\_\_

5. Current Backlog: \_\_\_\_\_

6. Number of Employees (Range): \_\_\_\_\_

7. Type of work (approximate): Industrial \_\_\_\_\_ % Commercial \_\_\_\_\_ % Residential \_\_\_\_\_ %

8. Do you hold a license for the work (as the work requires)       Yes    No    N/A

9. Labor relations: Open \_\_\_\_\_ Union - If Union, local or national agreement? \_\_\_\_\_

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

---

---

11. Has Company ever failed to complete any contract awarded to it? \_\_\_\_\_

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

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

---

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

**PROPOSAL FORM 3 (Continued)**  
**QUALIFICATIONS FORM**

13. If yes to #12, state name of individual, other organization, reason, and bonding company:  
\_\_\_\_\_  
\_\_\_\_\_
14. In what other lines of business is Company directly or indirectly involved? \_\_\_\_\_  
\_\_\_\_\_
15. With what individual or entities have you been associated as partner or otherwise during the past five (5) years? \_\_\_\_\_  
\_\_\_\_\_
16. Describe the principal and any secondary nature of your current business:  
\_\_\_\_\_  
\_\_\_\_\_
17. 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: \_\_\_\_\_  
\_\_\_\_\_
18. 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. \_\_\_\_\_  
\_\_\_\_\_
19. 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 the Proposal? If so, identify these actions:  
\_\_\_\_\_  
\_\_\_\_\_
20. 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: \_\_\_\_\_  
\_\_\_\_\_
21. 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 Company, any Affiliate of the Company, or any key shareholder, officer or director of the Company or any

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

**PROPOSAL FORM 3 (Continued)**  
**QUALIFICATIONS FORM**

Affiliate thereof. \_\_\_\_\_  
\_\_\_\_\_

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

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

23. 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 Company, any Affiliate of the Company, or any key shareholder, officer or director of the Company or any Affiliate thereof.

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

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

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

25. List any bankruptcy proceedings in the past five (5) years by the Company, any Affiliate of the Company, or any shareholder, officer or director of the Company or any Affiliate thereof.

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

26. Are there any judgments, claims, arbitration proceedings or suits pending, current, or outstanding against your organization or its officers?       Yes       No

27. Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?       Yes       No

**C. Safety Information**

28. Workers Compensation Employer Modification Rate for current year and three previous years.  
\_\_\_\_\_ 2026      \_\_\_\_\_ 2025      \_\_\_\_\_ 2024      \_\_\_\_\_ 2023

29. If you keep OSHA 300 logs please Attach a copy of the three most recent years of OSHA 300 logs.

30. Total Recordable Incident Rate (TRIR Rate) for current year and three previous years.  
\_\_\_\_\_ 2026      \_\_\_\_\_ 2025      \_\_\_\_\_ 2024      \_\_\_\_\_ 2023

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

**PROPOSAL FORM 3** (Continued)  
**QUALIFICATIONS FORM**

31. Company Safety Contract: \_\_\_\_\_
32. Has your company been cited with any regulatory (EPA, OSHA, MSHA, DOH, etc.) citations, violations, or fines within the past three years? (If Yes, then include a copy of the actual citation and provide a detailed explanation of violation with final findings. Attach additional pages as needed.)  Yes  No
33. Do you have a Health & Safety Orientation Program for new hires?  Yes  No
34. Do you hold daily/weekly Health & Safety meetings?  Yes  No
35. Do you have a Substance Abuse and Firearms Policy in effect?  Yes  No

If Yes, please attach copies.

36. If you use a subcontractor are they required to adhere to your company's safety policies and practices?  
 Yes  No
37. Does your company meet the Project Insurance Requirements?  Yes  No

If No, then why not?

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The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title

Rockland Green

Request for Proposals 2026-01

OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK

**PROPOSAL FORM 3** (Continued)  
**QUALIFICATIONS FORM**

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

Attach financial statements, prepared on an accrual basis, in a form which clearly indicates the Company'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 Company)

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

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

\_\_\_\_\_ being duly sworn, deposes and says that the financial statement(s) referenced above are a true and accurate statement of Company'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

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

**PROPOSAL FORM 4**  
**AFFIDAVIT OF NON-COLLUSION**

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

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

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 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



Rockland Green

Request for Proposals 2026-01

OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK

**PROPOSAL FORM 6**  
**AFFIRMATIVE ACTION PLAN**

STATE OF NEW YORK    )

) ss:

COUNTY OF ROCKLAND )

\_\_\_\_\_ 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 Rockland Green  
(formerly Rockland County Solid Waste Management Authority).

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, NAME AND TITLE)

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

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

\* strike out non-applicable information.

Rockland Green

Request for Proposals 2026-01

OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK

**PROPOSAL FORM 7**

**EXCEPTIONS TAKEN TO THIS REQUEST FOR PROPOSALS AND/OR THE CONTRACT**

**Exceptions taken to the Request for Proposals**

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

\_\_\_\_\_ Exceptions taken.

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

**Exceptions and/or Mark-ups to the Contract**

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

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

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

\_\_\_\_\_  
Proposer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

**PROPOSAL FORM 8**  
**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.

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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.

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Rockland Green  
Request for Proposals 2026-01  
OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA,  
NEW YORK

**PROPOSAL FORM 9**  
**CONSENT OF SURETY FOR**  
**PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND**

Mr. Gerard Damiani Jr.  
Executive Director  
Rockland Green  
166 S Route 303  
West Nyack, NY 10994

Dear Mr. Damiani:

\_\_\_\_\_ (the “Proposer”) has submitted herewith a Proposal in response to the Request for Proposals for Operation and Maintenance of the Household Hazardous Waste Facility, Pomona, New York (RFP 2026-01) (the “RFP”). The RFP requires the selected Proposer to enter into an agreement to operate and maintain the household hazardous waste facility located in Pomona, New York (the “Contract”).

The Surety has reviewed the Proposer’s Proposal which will form the basis of the Contract. The Surety hereby certifies that it intends to issue on behalf of the Proposer, as security under the Contract, (1) a performance bond, and (2) a labor and materials payment bond for the benefit of Proposer, with Rockland Green as co-beneficiary, in the event the Proposer is selected for final negotiations and execution of the Contract, in the forms set forth in the RFP at Appendix A.

\_\_\_\_\_  
Name of Surety

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

\_\_\_\_\_  
Signature

Rockland Green

Request for Proposals 2026-01

OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA,  
NEW YORK

**PROPOSAL FORM 10**  
**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

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

Rockland Green

Request for Proposals 2026-01

OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA,  
NEW YORK

**PROPOSAL FORM 11**  
**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 2026-01  
OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

**PROPOSAL FORM 12**  
**CERTIFICATION OF SITE CONDITIONS**

By submission of this Proposal in response to the Request for Proposals for Operation and Maintenance of the Household Hazardous Waste Facility, Pomona, New York, the undersigned hereby accepts and acknowledges that it is familiar with the Site, its limits and constraints. The undersigned hereby agrees to waive all claims based on ignorance or misunderstanding of the Site's conditions that exist or difficulties that may be encountered in the execution of the services under the Contract 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.

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Proposer

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Signature

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Name/Title

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Date

**Rockland Green  
Request for Proposals 2026-01  
OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

**PROPOSAL FORM 13  
INSURANCE COMPANY LETTER OF INTENT**

Mr. Gerard Damiani Jr.  
Executive Director  
Rockland Green  
166 S Route 303  
West Nyack, NY 10994

Dear Mr. Damiani:

\_\_\_\_\_ (the “Proposer”) has submitted herewith a Proposal in response to the Request for Proposals Operation and Maintenance of the Household Hazardous Waste Facility, Pomona, New York (RFP 2026-01) (the “RFP”). The RFP requires the selected Proposer to enter into an agreement to operate and maintain the household hazardous waste facility located in Pomona, New York (the “Contract”).

The Insurance Company has reviewed the Proposer’s Proposal which will form the basis of the Contract. 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 Contract.

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

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

\_\_\_\_\_  
Signature

Rockland Green  
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POMONA, NEW YORK

**PROPOSAL FORM 14**  
**PAST AND PRESENT PERFORMANCE INFORMATION FORM**  
**\*Include information for a minimum of (5) five references**

**NAME OF CONTRACTOR/SUBCONTRACTOR:**

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: \_\_\_\_\_  
Original Completion Date: \_\_\_\_\_  
Current or Final Completion Date: \_\_\_\_\_

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

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

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

Primary Causes or Reasons of Change:

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

Rockland Green  
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**PROPOSAL FORM 14 (Continued)**  
**PAST AND PRESENT PERFORMANCE INFORMATION FORM**  
**\*Include information for a minimum of (5) five references**

C. Primary Point of Contact:

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Office Telephone: \_\_\_\_\_  
Mobile Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

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Rockland Green

Request for Proposals 2026-01

OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK

**PROPOSAL FORM 15**  
**END MANAGEMENT FACILITIES FORM**

**Proposers are required to complete this form for each End Management Facility proposed for use. Proposers shall copy this form and submit one completed form for each proposed End Management Facility. If a completed form is not provided for a facility in the Proposal it shall not be used by the Contractor without explicit approval from Rockland Green during the Contract Term.**

A. GENERAL

1) Identify type of end management facility (e.g., beneficial reuse, reclamation/recycling, treatment, fuel blending, incineration, secure landfilling, etc.):

2) List specific wastes proposed for management at the facility:

3) End Management Facility Name and Location

Name:

Address:

Phone:

4) End Management Facility Owners<sup>4</sup>:

Name and Title:

Address:

Phone:

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<sup>4</sup>If different than the Proposer, the Proposer is required to provide with this proposal an original signed letter of commitment from the end management facility owner for the end management capacity required throughout the Contract Term.

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

**PROPOSAL FORM 15 (Continued)**  
**END MANAGEMENT FACILITIES FORM**

- B. PERMITS<sup>5</sup>
- 1) Permittee Name and Address:
  - 2) Permit Number:
  - 3) Name of Regulatory Agency (including regulatory contact name, address and telephone number):
  - 4) Date of Issue:
  - 5) Date of Expiration:
  - 6) Proposer is required to enclose copy of permit with Proposal.
  - 7) Does the End Management Facility have any restrictions imposed by regulatory agencies or local municipalities which will effect receipt of waste from the Rockland Green Household Hazardous Waste Facility? If so, describe.
- C. Provide a physical description of the End Management Facility. For example, if a landfill is proposed, include a description of the liner system, leachate collection system, acreage, capacity, groundwater monitoring system and leachate treatment system (attach additional sheets as required).
- D. Indicate below the name, department, address and phone number of the principal official contact at the environmental regulatory agency having jurisdictional responsibility of the End Management Facility. Include a copy of the latest inspection report prepared by the agency.
- E. Is the End Management Facility the subject of any past or current Consent Order, Notice of Violation or similar action by a government agency or the subject of any environmental investigation? \_\_\_\_\_ (yes or no). If so, attach a full explanation and all relevant documentation (Use separate sheets).

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<sup>5</sup> Provide this information separately for each individual permit for the facility.

**Rockland Green  
Request for Proposals 2026-01  
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POMONA, NEW YORK**

**PROPOSAL FORM 15 (Continued)  
END MANAGEMENT FACILITIES FORM**

- F. Is the End Management Facility site classified under the federal Superfund program or any federal, state or local hazardous waste classification system? \_\_\_\_\_. If so, attach a full explanation (Use separate sheets).
- G. Is the End Management Facility insured?
1. Name of insurer:
  2. Address of insurer:
  3. Describe coverages:
  4. Describe type of liability coverage for waste generators/customers:
- H. Has the Proposer previously used this facility (yes or no)?
- I. Has the Proposer's prior experience with this facility been satisfactory (yes or no)?

The undersigned hereby certifies that the facility described above in this Proposal will be in full accordance with the requirements of the Contract Document and as described above unless exceptions are specifically indicated in the Proposal.

Proposer (Company) Name<sup>6</sup>:

Address:

City:

State:

Zip:

By (Signature):

Name (Print or Type):

Title:

Phone No.:

Date:

CORPORATE SEAL

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<sup>6</sup> If the Proposer is not the owner of the proposed End Management Facility, the Proposer is required to submit an additional copy of this Form 6 – End Management Facilities Form certified by the owner of the proposed End Management Facility.

**Rockland Green  
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POMONA, NEW YORK**

**PROPOSAL FORM 16  
PROPOSAL BOND TEMPLATE**

**PENAL SUM FORM**

**PROPOSER** (Name and Address):

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

**SURETY** (Name and Address of Principal Place of Business):

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

**OWNER** (Name and Address):

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

**PROPOSAL**

PROPOSAL DUE DATE: \_\_\_\_\_

PROJECT (Brief Description Including Location):

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

**BOND**

BOND NUMBER: \_\_\_\_\_

DATE (Not later than Proposal due date): \_\_\_\_\_

PENAL SUM: \_\_\_\_\_ (Words) \_\_\_\_\_ (Figures)

IN WITNESS WHEREOF, Surety and Proposer, intending to be legally bound hereby, subject to the terms printed on the following page, do each cause this Proposal Bond to be duly executed on its behalf by its authorized officer, agent or representative.

PROPOSER

SURETY

\_\_\_\_\_  
Proposer's Name and Corporation Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.  
(2) Any singular reference to Proposer, Surety, Rockland Green or other party shall be considered plural where applicable.

## **Rockland Green**

### **Request for Proposals 2026-01**

#### **OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

#### **PENAL SUM FORM**

1. Proposer and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Rockland Green upon default of Proposer the penal sum set forth on the face of this Bond.
2. Default of Proposer shall occur upon the failure of Proposer to deliver within the time required by the Request for Proposals (or any extension thereof agreed to in writing by Rockland Green) the executed Agreement required by the Request for Proposals and any performance bonds required by the Request for Proposals.
3. This obligation shall be null and void if:
  - 3.1 Rockland Green accepts Proposer's Proposal and Proposer delivers within the time required by the Request for Proposals (or extension thereof agreed to in writing by Rockland Green) the executed Agreement required by the Request for Proposals and any Performance Bonds required by the Request for Proposals, or
  - 3.2 All Proposals are rejected by Rockland Green, or
  - 3.3 Rockland Green fails to issue a Notice of Award to Proposer within the time specified in the Request for Proposals (or any extension thereof agreed to in writing by Proposer and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Proposer and within thirty (30) calendar days after receipt by Proposer and Surety of written notice of default from Rockland Green, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Rockland Green and Proposer, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Proposal due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 4 above is received by Proposer and Surety and in no case later than one year after Proposal due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Proposer and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
  
11. The term “Proposal” as used herein includes a Proposal, offer or proposal as applicable.

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

**PRICE PROPOSAL FORM 1**

The Proposer, in compliance with the Request for Proposals and any addenda, having examined the RFP, inspected the Facility and being familiar with all conditions surrounding the project, including the availability of labor, equipment, services and supplies and the condition of the Facility, and being experienced in the type of work required, shall furnish all labor, materials, supplies, equipment, fuel, incidentals, permits and services necessary to satisfy the obligations of the Contractor described within the RFP for the prices indicated below. The Proposer understands that Rockland Green reserves the right to reject any and all proposals and to accept any item or items in any one proposal and waive any informalities.

<b>Payment Item No.</b>	<b>Item Description</b>	<b>Proposal Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>1A</b>	Monthly Fixed Fee for Facility Operation and Maintenance for the First 12 Months of the Contract Term	12	Per Month		
<b>1B</b>	Monthly Fixed Fee for Facility Operation and Maintenance for the Second 12 Months of the Contract Term	12	Per Month		
<b>1C</b>	Monthly Fixed Fee for Facility Operation and Maintenance for the Third 12 Months of the Contract Term	12	Per Month		
<b>1D</b>	Monthly Fixed Fee for Facility Operation and Maintenance for the Fourth 12 Months of the Contract Term	12	Per Month		
<b>1E</b>	Monthly Fixed Fee for Facility Operation and Maintenance for the Fifth 12 Months of the Contract Term	12	Per Month		
<b>2A</b>	Unit Vehicle Fee for the First 12 Months of the Contract Term	20,000	Per Vehicle		
<b>2B</b>	Unit Vehicle Fee for the Second 12 Months of the Contract Term	20,000	Per Vehicle		
<b>2C</b>	Unit Vehicle Fee for the Third 12 Months of the Contract Term	20,000	Per Vehicle		
<b>2D</b>	Unit Vehicle Fee for the Fourth 12 Months of the Contract Term	20,000	Per Vehicle		
<b>2E</b>	Unit Vehicle Fee for the Fifth 12 Months of the Contract Term	20,000	Per Vehicle		

**Rockland Green****Request for Proposals 2026-01****OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY, POMONA, NEW YORK**

<b>Payment Item No.</b>	<b>Item Description</b>	<b>Proposal Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>3A</b>	Per Pound Fee for Conditionally Exempt Small Quantity Generator (CESQG) Waste for the First 12 Months of the Contract Term	35,000	Pound		
<b>3B</b>	Per Pound Fee for CESQG Waste for the Second 12 Months of the Contract Term	35,000	Pound		
<b>3C</b>	Per Pound Fee for CESQG Waste for the Third 12 Months of the Contract Term	35,000	Pound		
<b>3D</b>	Per Pound Fee for CESQG Waste for the Fourth 12 Months of the Contract Term	35,000	Pound		
<b>3E</b>	Per Pound Fee for CESQG Waste for the Fifth 12 Months of the Contract Term	35,000	Pound		
<b>4A</b>	Per Pound Fee for CESQG Paint Waste for the First 12 Months of the Contract Term	35,000	Pound		
<b>4B</b>	Per Pound Fee for CESQG Paint Waste for the Second 12 Months of the Contract Term	35,000	Pound		
<b>4C</b>	Per Pound Fee for CESQG Paint Waste for the Third 12 Months of the Contract Term	35,000	Pound		
<b>4D</b>	Per Pound Fee for CESQG Paint Waste for the Fourth 12 Months of the Contract Term	35,000	Pound		
<b>4E</b>	Per Pound Fee for CESQG Paint Waste for the Fifth 12 Months of the Contract Term	35,000	Pound		
<b>5A</b>	Daily Fee for Additional Chemical Waste Technician for the First 12 Months of the Contract Term	24	Per Day		
<b>5B</b>	Daily Fee for Additional Chemical Waste Technician for the Second 12 Months of the Contract Term	24	Per Day		
<b>5C</b>	Daily Fee for Additional Chemical Waste Technician for the Third 12 Months of the Contract Term	24	Per Day		
<b>5D</b>	Daily Fee for Additional Chemical Waste Technician for the Fourth 12 Months of the Contract Term	24	Per Day		

**Rockland Green**

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<b>Payment Item No.</b>	<b>Item Description</b>	<b>Proposal Quantity</b>	<b>Units</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>5E</b>	Daily Fee for Additional Chemical Waste Technician for the Fifth 12 Months of the Contract Term	24	Per Day		
<b>Total Proposal Amount</b>					

**Total Proposal Amount in Words:** \_\_\_\_\_

Legal Name of Proposer: \_\_\_\_\_

Signature of Proposer’s Authorized Representative: \_\_\_\_\_

Name and Title of Proposer’s Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

**Notes to the Price Proposal Form**

Payment Items 1A through 1E - Payment for these items shall include all costs for staffing, maintaining and operating the Facility as described in the Request for Proposals and any addenda. The Contractor shall include the costs associated with the unloading, screening, characterizing, containerizing, labeling, shipping and end management of Waste Electronics and the unloading, receiving and segregating Acceptable Waste Removed by Rockland Green within the monthly fixed fee for the operation and maintenance of the Facility. Payment Items 1A through 1E shall also include payment for all required work not included in other payment items.

Payment Items 2A through 2E – Payment for these items shall be a fixed per vehicle fee in addition to the amounts for Payment Items 1A through 1E for performance of the Work as described in the Request for Proposals and any addenda. Payment of this amount shall be based solely on Rockland Green-approved vehicle counts recorded on the **Monthly Waste Acceptance Forms**. These payment item amounts shall only be paid for vehicles which delivered Acceptable Waste which has been removed by the Contractor. Payment of these payment items shall not be made for vehicles delivering Waste Electronics, Acceptable Waste Removed by Rockland Green and CESQG waste. The unit price amount for each 12-month period shall be a fixed unit price amount paid without adjustment regardless of vehicle size and content.

**Rockland Green**

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Payment Items 3A through 3E – Payment of the proposed amount for these items shall be payment for all costs associated with acceptance and proper management, including end management, of Conditionally Exempt Small Quantity Generator waste (excluding Waste Electronics, Waste Removed by Rockland Green and Paint Waste) delivered to the Facility by Rockland Green-approved government agency CESQGs.

Payment Items 4A through 4E – Payment of the proposed amount for these items shall be payment for all costs associated with acceptance and proper management, including end management, of Conditionally Exempt Small Quantity Generator Paint Waste delivered to the Facility by Rockland Green-approved government agency CESQGs.

Payment Items 5A through 5E - Payment for these items shall be a per day unit price for all costs associated with furnishing one additional Chemical Waste Technician (above the number routinely required) for one 8-hour work day as well as all related materials, supplies and equipment. Payment shall only be made if Rockland Green has specifically requested that the Contractor provide an additional Chemical Waste Technician and a Chemical Waste Technician acceptable to Rockland Green has been provided on the specific date requested and work was performed by the Chemical Waste Technician as required by Rockland Green for a complete 8-hour day.

The price proposed for each payment item shall include all costs associated with the INDIVIDUAL payment item.

There shall not be any adjustments, additional payments, surcharges, etc. associated with changes in costs incurred by the Contractor, including changes in the cost of fuel, tolls, taxes, insurance, etc.

It is expected that the number of vehicles, types of vehicles, quantities and types of waste delivered to the Facility will vary widely. The quantities shown are only for use in calculations which will be made to evaluate the Proposals. Rockland Green does not make any representations that the quantities shown will be the actual quantities. Contractor may not claim misunderstanding or deception because of such quantities or of the character of the work, location, or other conditions pertaining thereto. Rockland Green may increase or diminish any or all of the quantities or work or omit any of the items of work as deemed necessary.

**Rockland Green  
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 OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
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**TECHNICAL PROPOSAL FORM 1  
 EQUIPMENT DESCRIPTION**

Describe the types of equipment, including manufacturer, model type, capacity (cubic yards), and age to be used for operation of the Household Hazardous Waste Facility in conformance with the terms of the Service Contract and the number of each expected to be required to perform the Contract Services.

Service	Equipment Manufacturer	Equipment Model	VIN Numbers (if applicable)	Capacity	Age & Engine Hours	Number To Be Used

Other equipment required under the new procurement:

**Rockland Green  
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**APPENDIX B**

**ROCKLAND COUNTY SANITARY CODE ARTICLE XVII: RECYCLING**

Rockland County Sanitary Code

ARTICLE XVII

RECYCLING

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 and recycling of designated materials by County residents and businesses, and to enforce such requirements. (\*Revised 6/16/10, 4/23/14.)

17.2.0 – Purpose

It is hereby declared that the purpose of this Article is to encourage and facilitate the maximum recycling practicable on the part of each and every resident and business within Rockland County. (\*Revised 6/16/10, 4/23/14.)

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 **Deposit Items**

The term “**deposit item**” shall mean any item that can be returned to recover a previously paid deposit. (\*Added 4/23/14.)

17.3.2 **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.

17.3.3 **Facility**

The term “**facility**” shall mean any structure other than a single or two family dwelling. (\*Revised 4/23/14.)

17.3.4 **Generated**

The term “**generated**” shall mean the point in time at which and item changes function from an item with an intended purpose to an item to be disposed of. (\*Added 4/23/14.)

17.3.5 **Hauler**

The term “**hauler**” shall mean any person that removes recyclable materials from a property. (\*Added 4/23/14.)

17.3.6 **Living Space**

The term “**living space**” shall mean space occupied for the purposes of living and sleeping. (\*Added 4/23/14.)

**Rockland County Sanitary Code**

**17.3.7 Non-Recyclable Material**

The term “**non-recyclable material**” shall mean any item not listed in 17.3.10. (\*Added 4/23/14.)

**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 facility, with or without accompanying actual possession thereof; or (2) shall have charge, care, or control of any facility, as owner, lessee, mortgagee or vendee in possession, assignee of rents, or as a receiver; 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 Article to the same extent as if he were the owner. (\*Revised 4/23/14.)

**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 Provides For**

The term “**provides for**” means to supply, furnish, arrange for, contract for, or pay for, either directly or indirectly (i.e. through taxes). (\*Added 1/20/16.)

**17.3.11 Recyclable Materials** (\*Added 4/23/14.)

The term “**recyclable materials**” as used in this Article shall mean -

- 17.3.11.1 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.
- 17.3.11.2 Commingled containers defined as containers made from all grades of plastic (except Styrofoam and plastic bags), aluminum, metal, and glass.
- 17.3.11.3 Construction and demolition debris defined as 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.
- 17.3.11.4 Yard waste defined as grass clippings, leaves, brush and cuttings from shrubs, hedges and trees. Trees and tree stumps are exempt.
- 17.3.11.5 Scrap metals defined as 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, 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.

**Rockland County Sanitary Code**

**17.3.12 Recycling Disposal Container**

The term “**recycling disposal container**” shall mean any container holding recyclable materials, which is emptied of contents or removed from the property by a hauler. (\*Added 4/23/14.)

**17.3.13 Recycling Receptacles**

The term “**recycling receptacle**” shall mean any container utilized to hold recyclable materials. (\*Added 4/23/14.)

**17.3.14 Shredded Mixed Paper**

The term “**shredded mixed paper**” shall mean mixed paper that has been cut into fragments. (\*Added 4/23/14.)

**17.3.15 Tenant**

The term “**tenant**” shall mean a person who uses another person’s property. (\*Added 4/23/14.)

**17.4.0 – Source Separation of Recyclable Materials**

17.4.1 All persons are required to place recyclable materials into either recycling receptacles or recycling disposal containers when generated. (\*Revised 6/16/10, 4/23/14.)

17.4.2 Commingling of recyclable materials and non-recyclable materials is prohibited. (\*Added 4/23/14.)

17.4.3 All commingled containers listed in Section 17.3.10.2 shall be drained, rinsed or wiped to remove excessive non-recyclable materials. (\*Revised 6/16/10, 4/23/14.)

17.4.4 Concrete and asphalt shall not be combined with any other construction and demolition debris listed in Section 17.3.10.3. (\*Added 6/16/10.)

17.4.5 Yard waste, scrap metal, construction and demolition debris shall be separated from other non-recyclable material when generated and shall be placed in recycling receptacles, recycling disposal containers or in a Health Department approved, signed location. (\*Added 4/23/14.)

17.4.6 Mixed paper that is destined to be shredded, shall be stored in an appropriate signed recycling receptacle or recycling disposal container. A central collection point for this material is acceptable. (\*Added 4/23/14.)

17.4.7 Shredded paper shall not be combined with non-recyclable materials. (\*Added 4/23/14.)

17.4.8 Deposit items are required to be stored in either original packaging or appropriately signed recycling receptacles or disposal containers. (\*Added 4/23/14.)

**17.5.0 – Storage and Removal of Recyclable Materials**

**Rockland County Sanitary Code**

- 17.5.1 Recycling receptacles and recycling disposal containers shall have signage identifying which recyclable material is to be placed into it and prohibiting the use of the container for non-recyclable materials. (\*Revised 6/16/10.)
- 17.5.2 Recycling receptacles present in living spaces of facilities are not required to have signage, except in the case of recycling receptacles present in common use areas. (\*Added 4/23/14.)
- 17.5.3 Recycling disposal container storage locations shall be maintained in a clean and sanitary condition. (\*Added 4/23/14.)
- 17.5.4 Recycling disposal containers must be marked to identify the user(s). (\*Added 4/23/14.)
- 17.5.5 Recycling receptacles and recycling disposal containers must be present in close proximity, accessible and in sufficient numbers to hold recyclable materials that are generated. (\*Added 4/23/14.)
- 17.5.6 In locations where mixed paper or commingled containers are generated, recycling receptacles and recycling disposal containers for these items must be located adjacent to any non-recyclable material containers. (\*Added 4/23/14, Revised 1/20/16.)
- 17.5.7 Recycling receptacles are not required to be present in bathrooms. (\*Added 4/23/14, Revised 1/20/16.)
- 17.5.8 Providing for Recyclable Material Containers
  - 17.5.8.1 If Owner provides for Non-Recyclable Material containers (i.e., garbage containers), Owner must provide for Recycling Receptacles and Recycling Disposal Containers. (\*Added 1/20/16.)
  - 17.5.8.2 If Tenant provides for Non-Recyclable Material containers (i.e., garbage containers), Tenant must provide for Recycling Receptacles and Recycling Disposal Containers. (\*Added 1/20/16.)
- 17.5.9 Providing for Removal of Recyclable Materials
  - 17.5.9.1 If Owner provides for removal of Non-Recyclable Material (i.e., garbage) from the property, Owner must provide for removal of Recyclable Materials from the property. (\*Added 1/20/16.)
  - 17.5.9.2 If Tenant provides for removal of Non-Recyclable Material (i.e., garbage) from the property, Tenant must provide for removal of Recyclable Materials from the property. (\*Added 1/20/16.)

**17.6.0 – Notification Requirements**

If the owner provides recycling receptacles and / or recycling disposal containers, the owner is responsible for notifying all residents or tenants as to the requirement to recycle and identifying the location of recycling receptacles and recycling disposal containers. (\*Added 4/23/14.)

**17.7.0 - Mandatory Reporting Requirements**

- 17.7.1 The following persons shall complete and submit a recycling plan on a form designated by the Rockland County Health Department every 5 years: (\*Revised 6/16/10, 4/23/14.)
  - 17.7.1.1 Owners of any facility. Separate plans must be submitted for facilities on separate tax parcels. (\*Added 4/23/14.)

**Rockland County Sanitary Code**

17.7.1.2 Tenants occupying space, other than living space, within any facility. (\*Added 4/23/14.)

17.7.2 Change in ownership of a facility shall require the completion and submission of a new recycling plan within 30 days of transfer of ownership. (\*Added 4/23/14.)

**17.8.0 - Mandatory Display**

All facilities shall display a recycling sign provided by the Health Department in a prominent location adjacent to main entrance. This sign must be visible and shall not be covered in any way. (\*Added 4/23/14.)

**17.9.0 - 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.

**17.10.00 – Fee**

A fee shall be charged for review of each recycling plan submitted in accordance with Article I of the Rockland County Sanitary Code. This fee shall be paid by cash, check or money order made payable to the Commissioner of Finance of Rockland County. Payment shall accompany the submission of the recycling plan. (\*Added 6/16/10, Revised 4/23/14.)

**17.11.0 - Effective Date**

Article XVII became effective on May 1, 2000. Revised: June 1, 2003, October 26, 2005, June 18, 2008. Added to and revised June 16, 2010, April 23, 2014, January 20, 2016.

**Rockland Green  
Request for Proposals 2026-01  
OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

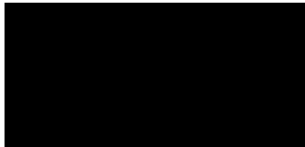
**APPENDIX C**

**CONTENT OF MONTHLY REPORTS**

**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
VOUCHER**

DATE 5/11/2026  
VENDOR Clean Harbors Environmental Services, Inc.  
CHECK # 009374

BATCH ID APBAT04092026

INVOICE DATE	DESCRIPTION	ACCOUNT #	INVOICE #	AMOUNT
3/31/2026	Mar 2026 Fixed Labor HHW	7601-60	1005930529	
3/31/2026	Mar 2026 HHW Site	7600-60	1005935099	
3/31/2026	Mar 2026 Paint/Nonpaint Dispo	7600-60	1005930558	

PREPARED BY: *Ry* DATE 5.8.26  
REVIEWED BY: *Jas* DATE 5/11/26  
APPROVED BY: *[Signature]* DATE 5/11/26  
TREASURER: *[Signature]* DATE 5/11/26

Vendor ID	Name	Payment Number	Check Date	Check Number
CLEHAR	Clean Harbors Environmental Servic	000035671	5/11/2026	009374
Date	Description	Invoice Number	Amount	
3/31/2026	Mar 2026 Fixed Labor HHW	1005930529		
3/31/2026	Mar 2026 HHW Site	1005935099		
3/31/2026	Mar 2026 Paint/Nonpaint Dispo	1005930558		



42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

# INVOICE

Invoice No 1005930529

**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
PO Box 734867  
Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
761 Middle Street  
Bristol, CT 06010 - 0000  
(860) 583-8917

If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above

Jeremy Goldstein  
Rockland County Solid Waste Management Authority  
172 Main Street  
POB 1217  
Nanuet, NY 10954 - 0000

**JOB SITE/GENERATOR:**  
Clean Harbors Env Services Inc  
35 Firemans Memorial Drive  
Pomona, NY 10970

EIN: 04-2698999

Division: HHW - Rockland County Town Of

**Job Description: 2025 Monthly Fixed Price**

**\*\* Payable in USD funds \*\***

Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	Terms
31 Mar 2026	1005930529	ROC2126	C2	2601121259	JERRY DAMIANI	Net 30 Days

Last Service Date	Task	Task Type	Description
31 Mar 2026	2601121259-001	GENERAL	2025 Monthly Fixed Price

SUBTOTAL

TAX

PLEASE PAY THIS AMOUNT → INVOICE TOTAL

REMIT PAYMENT BY → DUE DATE

30 Apr 2026

*\$769-60 ONLY FIXED LABOR - HHW*

**ENTERED**  
4.23.26

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005930529

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

**TASK 2601121259-001 - 2025 Monthly Fixed Price**

Item ID	Description	Fixed Price Amount	Percent Complete	Billable Amount
---------	-------------	--------------------	------------------	-----------------

31 Mar 2026

FIXD	2025 Monthly Fixed Price		100%	
				<b>SUBTOTAL</b>
				<b>TAX</b>
				<b>TASK TOTAL</b>



42 Longwater Drive  
 P.O. Box 9149  
 Norwell, MA 02061-9149

**INVOICE**  
 Invoice No 1005930599

**REMIT TO:**

Clean Harbors Environmental Services, Inc.  
 PO Box 734867  
 Dallas, TX 75373-4867

**OFFICE:**

Clean Harbors Environmental Services, Inc.  
 761 Middle Street  
 Bristol, CT 06010 - 0000  
 (860) 583-8917

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

Jeremy Goldstein  
 Rockland County Solid Waste Management Authority  
 172 Main Street  
 POB 1217  
 Nanuet, NY 10954 - 0000

**JOB SITE/GENERATOR:**

Clean Harbors Env Services Inc  
 35 Firemans Memorial Drive  
 Pomona, NY 10970

EIN: 04-2698999

Division: HHW - Rockland County Town Of

**Job Description: Per Car**

**\*\* Payable in USD funds \*\***

Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	Terms
31 Mar 2026	1005930599	ROC2126	C2	2601121291	JERRY DAMIANI	Net 30 Days

Last Service Date	Task	Task Type	Description	Total
31 Mar 2026	2601121291-001	GENERAL	Per Car	

SUBTOTAL

TAX

PLEASE PAY THIS AMOUNT → INVOICE TOTAL

REMIT PAYMENT BY → DUE DATE

#7600-60 obj - HHW

**ENTERED**  
 4.23.26

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005930599

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

TASK 2601121291-001 - Per Car

Item ID	Description	Qty	Units	Unit Price	Amount
---------	-------------	-----	-------	------------	--------

31 Mar 2026

FIXD	Car	2,016.000	Car		
------	-----	-----------	-----	--	--

SUBTOTAL  
TAX  
TASK TOTAL



42 Longwater Drive  
 P.O. Box 9149  
 Norwell, MA 02061-9149

**INVOICE**  
 Invoice No 1005930558

**REMIT TO:**  
 Clean Harbors Environmental Services, Inc.  
 PO Box 734867  
 Dallas, TX 75373-4867

**OFFICE:**  
 Clean Harbors Environmental Services, Inc.  
 761 Middle Street  
 Bristol, CT 06010 - 0000  
 (860) 583-8917

*If you have any questions regarding this invoice, please contact your customer service representative at the telephone number listed above*

Jeremy Goldstein  
 Rockland County Solid Waste Management Authority  
 172 Main Street  
 POB 1217  
 Nanuet, NY 10954 - 0000

**JOB SITE/GENERATOR:**  
 Clean Harbors Env Services Inc  
 35 Firemans Memorial Drive  
 Pomona, NY 10970

EIN: 04-2698999

Division: HHW - Rockland County Town Of

**Job Description: HHW CESQG Paint Disposal**

**\*\* Payable in USD funds \*\***

Last Service Date	Invoice No	Customer	Branch	Sales Order	Purchase Order	Terms
31 Mar 2026	1005930558	ROC2126	C2	2601121436	JERRY DAMIANI	Net 30 Days

Last Service Date	Task	Task Type	Description	Total
31 Mar 2026	2601121436-002	GENERAL	HHW CESQG Non-Paint Disposal	

**SUBTOTAL**

**TAX**

**PLEASE PAY THIS AMOUNT → INVOICE TOTAL**

**REMIT PAYMENT BY → DUE DATE**

*\$ 7600.00 of 4/1 - HHW*

**ENTERED**  
 4.23.26

Interest will be charged at a rate of 1.5% per month for all past due amounts.



**INVOICE**  
Invoice No 1005930558

42 Longwater Drive  
P.O. Box 9149  
Norwell, MA 02061-9149

**TASK 2601121436-002 - HHW CESQG Non-Paint Disposal**

Item ID	Description	Qty	Units	Unit Price	Amount
---------	-------------	-----	-------	------------	--------

31 Mar 2026

FIXD      Pounds      8,101.000      Pounds

SUBTOTAL  
TAX  
TASK TOTAL



## **ROCKLAND COUNTY HHW** **MONTHLY REPORT**

This Monthly Report is for work performed for Rockland Green in accordance with the contract for operation of the Rockland County Household Hazardous Waste Facility. Payment is being sought for the work completed by Clean Harbors during the period beginning March 1<sup>st</sup> and ending on March 31<sup>st</sup>, and quantities invoiced are a true and accurate representation of the work completed during the period. The invoice included in the Monthly Report has been prepared in accordance with the Service Agreement, using the unit price amounts therein. Additionally, the invoice and all of the attachments have been carefully reviewed by the undersigned.

**Rockland County Household Hazardous Waste Facility**  
**Facility Permit Number 3-3926-00267/0005**

**MARCH 2026**

Prepared by: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Robert P. Snyder", written over a horizontal line.

Robert P. Snyder  
Insite Program Manger

**ROCKLAND COUNTY HHW**  
**MARCH 2026**  
**BILLING SUMMARY**

March 2026 Grand Total = [REDACTED]

2601121259: Monthly Labor Fixed Price = [REDACTED]

2601121291: Per Car – 2016 Cars @ [REDACTED]

2601121436: - 001: Paint – 0 lbs. @ [REDACTED]  
- 002: Non Paint - 8,101 lbs. @ [REDACTED]  
- 003: Paid CESQG's - [REDACTED]

2601121486: Paint Care – (48 Cars) - \$ Pending





Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. 6595  
 Please print or type. Form Approved, OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST 1. Generator ID Number NYR000001537 2. Page 1 of 1 3. Emergency Response Phone (800) 483-3718 4. Manifest Tracking Number 021153799 FLE

5. Generator's Name and Mailing Address  
 Clean Harbors Environmental Services - HCFNY03121-CH2  
 35 Firemens Memorial Drive  
 Pomona, NY 10970  
 Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe  
 Generator's Site Address (if different than mailing address) SAME

6. Transporter 1 Company Name  
 Clean Harbors Environmental Services, Inc. U.S. EPA ID Number MAD039322250  
 7. Transporter 2 Company Name U.S. EPA ID Number

8. Designated Facility Name and Site Address  
 Safety-Kleen Systems, Inc.  
 3700 LaGrange Road  
 Smithfield, KY 40068  
 Facility's Phone: (502) 845-2453 U.S. EPA ID Number KYD053348108

GENERATOR

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol	13. Waste Codes
		No.	Type			
X	UN1263, PAINT, 3, PG III, HHW EXEMPT	003	DM	616	P	R

14. Special Handling Instructions and Additional Information  
 1. CH2332596-NY ERG#128 3X55 Household Hazardous Waste

15. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.  
 Contract retained by generator confers agency

Generator's/Officer's Printed/Typed Name: Robert P. Snyder  
 Signature: [Signature] Month: 03 Day: 09 Year: 26

TRANSPORTER INT'L

16. International Shipments  Import to U.S.  Export from U.S. Port of entry/exit: Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials  
 Transporter 1 Printed/Typed Name: Raymond Rivera Signature: [Signature] Month: 03 Day: 09 Year: 26  
 Transporter 2 Printed/Typed Name: [Signature] Month: 03 Day: 09 Year: 26

DESIGNATED FACILITY

18. Discrepancy  
 18a. Discrepancy Indication Space  Quantity  Type  Residue  Partial Rejection  Full Rejection

18b. Alternate Facility (or Generator) Manifest Reference Number: U.S. EPA ID Number:  
 Facility's Phone:  
 18c. Signature of Alternate Facility (or Generator) Month: Day: Year:

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)  
 1. H061 2. 3. 4.

20. Designated Facility Owner or Operator (Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a)  
 Printed/Typed Name: [Signature] Signature: [Signature] Month: 03 Day: 09 Year: 26

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material.

Form Approved. OMB No. 2050-0039

6595

Please print or type.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number NYR000001537	2. Page 1 of 1	Emergency Response Phone (800) 483-3718	4. Manifest Tracking Number 021153800 FLE				
5. Generator's Name and Mailing Address Clean Harbors Environmental Services - HCFNY03121-CH2 35 Firemens Memorial Drive Pomona, NY 10970 Generators Phone: (863) 271-0322 ATTN: Brooke Rabe				Generator's Site Address (if different than mailing address) SAME					
6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc.				U.S. EPA ID Number MAD039322250					
7. Transporter 2 Company Name				U.S. EPA ID Number					
8. Designated Facility Name and Site Address Clean Harbors of Connecticut Inc 51 Broderick Road Bristol, CT 06010 Facility's Phone: (860) 583-8917				U.S. EPA ID Number CTD000604488					
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))			10. Containers No.	Type	11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
	1. NON-RCRA HAZARDOUS WASTE, LIQUIDS, (LATEX PAINT)			009	CF	7093	P	R	
	2.								
	3.								
	4.								
14. Special Handling Instructions and Additional Information 1. CH2332592-NY 9XFBIN				Household Hazardous Waste					
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.				Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on consignment for purposes of transportation efficiency or convenience or safety.					
Generators/Offeror's Printed/Typed Name Robert P. Snyder				Signature <i>Robert P. Snyder</i>		Month Day Year 03 09 26			
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.				Port of entry/exit:		Date leaving U.S.:			
17. Transporter Acknowledgment of Receipt of Materials				Signature		Month Day Year			
Transporter 1 Printed/Typed Name Raymond E. Rivera				Signature <i>Raymond E. Rivera</i>		Month Day Year 03 09 26			
Transporter 2 Printed/Typed Name				Signature		Month Day Year			
18. Discrepancy				Manifest Reference Number:		U.S. EPA ID Number			
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection									
18b. Alternate Facility (or Generator)									
Facility's Phone:									
18c. Signature of Alternate Facility (or Generator)						Month Day Year			
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. H141		2.		3.		4.			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a				Signature		Month Day Year			
Printed/Typed Name Shan Rosen				Signature <i>Shan Rosen</i>		Month Day Year 03 19 26			

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete.

DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM

Clean Harbors has the appropriate permits for and will accept the waste the generator is shipping.

02 2601121486-001 PPW

6595

Form Approved 12-19-91 EPA 3350-108-0102

UNIFORM HAZARDOUS WASTE MANIFEST		Manifest Tracking Number	
NY 100-100-10000		021153801 FLE	
Generator Name: <i>Rockland State Sponsor</i> 30 Westfalls Mountain State Sponsor P.O. Box 100 Rockland, NY 10970		State: NY EPA ID: <i>140902141392</i>	
Generator's Contact: <i>Robert P. Snyder</i> 1423 821 6926		EPA ID: <i>140902141392</i>	
GENERATOR	NON DOT REGULATED MATERIAL MOTOR OIL		<i>004 DM 1600 P</i>
GENERATOR'S/OFFEROR'S CERTIFICATION			
<i>Robert P. Snyder</i>		<i>Robert P. Snyder / Pot Head / 05 09 26</i>	
TRANSPORTER INT'L	<i>Raymond C. Roerch</i>		<i>[Signature]</i> 03 09 26
DESIGNATED FACILITY			
	<i>Christopher J. White</i>		<i>Christopher J. White</i> 13 25 26

6595

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Form Approved. OMB No. 2050-0039

Please print or type.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number NYR000001537	2. Page 1 of 1	3. Emergency Response Phone (800) 483-3718	4. Manifest Tracking Number 021153802 FLE			
5. Generator's Name and Mailing Address Clean Harbors Env Services Inc 761 Middle Street Sponsor: Rockland County Bristol, CT 06010 Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe				Generator's Site Address (if different than mailing address) 35 Firemans Memorial Drive Sponsor: Rockland C Pomona, NY 10970				
6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc.				U.S. EPA ID Number MAD039322250				
7. Transporter 2 Company Name				U.S. EPA ID Number				
8. Designated Facility Name and Site Address Safety-Kleen Systems, Inc. 167 Mill Street Cranston, RI 02905 Facility's Phone: (401) 781-0808				U.S. EPA ID Number RID084802842				
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	X	1. RQ, UN3266, WASTE CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S., (SODIUM HYDROXIDE, SODIUM HYPOCHLORITE), 8, PG II (D002)		001 DF		200	P	D002 T
	X	2. RQ, UN3267, WASTE CORROSIVE LIQUID, BASIC, ORGANIC, N.O.S., (AMMONIA, MONOETHANOLAMINE), 8, PG II (D002)		001 DF		200	P	D002 B
	X	3. UN3021, PESTICIDES, LIQUID, FLAMMABLE, TOXIC, (MALATHION, DIAZINON), 3, (6.1), PG II		004 DF		800	P	B
	X	4. UN2588, PESTICIDES, SOLID, TOXIC, N.O.S., (PESTICIDES), 6.1, PG II		001 CF		1000	P	B
14. Special Handling Instructions and Additional Information 1. LAT-B ERG#154 1X55 Household Hazardous Waste 2. LCCRB ERG#153 1X55 3. HHWEPESTL ERG#131 4X55 4. HHWEPESTS ERG#151 1XFBIN Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience, or safety.								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/packaged, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Offoror's Printed/Typed Name: Robert P. Snyder Signature: [Signature] Month Day Year: 07 09 26								
TRANSPORTER INT'L	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____							
	17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name: Raymond Roca Signature: [Signature] Month Day Year: 07 09 26 Transporter 2 Printed/Typed Name: _____ Signature: _____ Month Day Year: _____							
DESIGNATED FACILITY	18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____							
	18b. Alternate Facility (or Generator)				U.S. EPA ID Number			
	Facility's Phone: _____							
	18c. Signature of Alternate Facility (or Generator) Month Day Year: _____							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1. H141		2. H141		3. H141		4. H141		
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a Printed/Typed Name: Lisa Cole Signature: [Signature] Month Day Year: 3 30 26								

6595

Please print or type. Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Permit Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number NYR000001537	2. Page 1 of 2	3. Emergency Response Phone (800) 483-3718	4. Manifest Tracking Number 021153803 FLE
----------------------------------	--	----------------	---	--

5. Generator's Name and Mailing Address Clean Harbors Env Services Inc 761 Middle Street Sponsor: Rockland County Bristol, CT 06010 Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe	Generator's Site Address (if different than mailing address) 35 Firemans Memorial Drive Sponsor: Rockland C Pomona, NY 10970
---	--

6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc.	U.S. EPA ID Number MAD039322250
---	------------------------------------

7. Transporter 2 Company Name	U.S. EPA ID Number
-------------------------------	--------------------

8. Designated Facility Name and Site Address Clean Harbors El Dorado LLC 309 American Circle El Dorado, AR 71730 Facility's Phone: (870) 863-7173	U.S. EPA ID Number ARD069748192
---	------------------------------------

9a HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11 Total Quantity	12 Unit Wt./Vol	13. Waste Codes	
		No.	Type				
X	1. RQ, UN1950, WASTE AEROSOLS, FLAMMABLE, (EACH NOT EXCEEDING 1 L CAPACITY), 2.1 (D001)	006	DF	750	P	D001	B
X	2. RQ, UN1263, WASTE PAINT RELATED MATERIAL, (RESINS), 3, PG III (D001)	003	CF	3000	P	D001	B
	3. NON DOT REGULATED, (FLUORESCENT LIGHT BULBS), (UNIVERSAL WASTE-LAMPS)	005	CF	550	P	R	
	4. NON DOT REGULATED MATERIAL, (COMPACT FLUORESCENT BULBS), (UNIVERSAL WASTE-LAMP)	001	PF	800	P	R	

14. Special Handling Instructions and Additional Information 1. HHWLCRQ ERG#126 6X55 2. HHWLPIN ERG#128 3XPBIN 3. HHWECFL1-UW 5X4PTB 4. HHWECFL8-UW 1X55	Household Hazardous Waste
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15. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Officer's Printed/Typed Name Robert P. Snyder	Signature Robert P. Snyder	Month 03	Day 09	Year 26
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16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.	Port of entry/exit: Date leaving U.S.:
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17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name Raymond C Rabe	Signature Raymond C Rabe	Month 03	Day 09	Year 26
Transporter 2 Printed/Typed Name	Signature	Month	Day	Year

18. Discrepancy 18a. Discrepancy Indicator Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection	Manifest Reference Number
--	---------------------------

18b. Alternate Facility (or Generator) Facility's Phone:	U.S. EPA ID Number
---	--------------------

18c. Signature of Alternate Facility (or Generator)	Month	Day	Year
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19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)			
1. H040	2. H040	3. H039	4. H039

20. Designated Facility Owner or Operator: Certification of receipt of hazardous material covered by the manifest except as noted in Item 18a Printed/Typed Name Dana Wilson	Signature Dana Wilson	Month 03	Day 15	Year 26
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Please print or type.

C2 2601121291-002

SC PPW 2/24/2026

Form Approved. OMB No. 2050-0039.

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)		21. Generator ID Number <b>NYR000001537</b>	22. Page <b>2 of 2</b>	23. Manifest Tracking Number <b>021153803FLE</b>		
24. Generator's Name <b>Clean Harbors Env Services Inc</b>						
25. Transporter _____ Company Name				U.S. EPA ID Number		
26. Transporter _____ Company Name				U.S. EPA ID Number		
27a. HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers		29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
		No.	Type			
	<b>5. NON DOT REGULATED MATERIAL, (FLUORESCENT BULBS)</b>	<b>001</b>	<b>CF</b>	<b>20</b>	<b>9</b>	<b>R</b>
	<b>6. NON DOT REGULATED MATERIAL, (FLUORESCENT BULBS)</b>	<b>002</b>	<b>DF</b>	<b>160</b>	<b>9</b>	<b>R</b>
32. Special Handling Instructions and Additional Information <b>5. HHWECFL2-UW 1XBOX</b> <b>6. HHWECFL2-UW 2X55</b> <b>Household Hazardous Waste</b>						
33. Transporter Acknowledgment of Receipt of Materials Printed/Typed Name: <b>Raymond R...</b> Signature: <i>[Signature]</i> Month: <b>10</b> Day: <b>09</b> Year: <b>26</b>						
34. Transporter Acknowledgment of Receipt of Materials Printed/Typed Name: _____ Signature: _____ Month: _____ Day: _____ Year: _____						
35. Discrepancy						
36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) <b>5. H039</b> <b>6. H039</b>						

GENERATOR

TRANSPORTER

DESIGNATED FACILITY

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Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Form Approved. OMB No. 2050-0039

Please print or type.

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number <b>NYR000001537</b>	2. Page 1 of <b>1</b>	Emergency Response Phone <b>(800) 483-3718</b>	Manifest Tracking Number <b>021153805 FLE</b>						
	5. Generator's Name and Mailing Address <b>Clean Harbors Env Services Inc 761 Middle Street Sponsor: Rockland County Bristol, CT 06010 Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe</b>		Generators Site Address (if different than mailing address) <b>35 Firemans Memorial Drive Sponsor: Rockland C Pomona, NY 10970</b>							
6. Transporter 1 Company Name <b>Clean Harbors Environmental Services, Inc.</b>			U.S. EPA ID Number <b>MAD039322250</b>							
7. Transporter 2 Company Name			U.S. EPA ID Number							
8. Designated Facility Name and Site Address <b>Safety-Kleen Systems, Inc. 3700 LaGrange Road Smithfield, KY 40068 Facility's Phone: (502) 845-2452</b>			U.S. EPA ID Number <b>KYD053348108</b>							
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes				
		No.	Type			D001 D018 D035 F003 F005 B				
		<b>X</b>	<b>1. RQ, UN1993, WASTE FLAMMABLE LIQUIDS, N.O.S., (ACETONE, METHYL ETHYL KETONE), 3, PG II (D001)</b>				<b>004</b>	<b>DM</b>	<b>1600</b>	<b>P</b>
			<b>2.</b>							
			<b>3.</b>							
	<b>4.</b>									
14. Special Handling Instructions and Additional Information <b>1. HHWFBI ERG#128 4X55</b>										
15. GENERATOR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.										
Generator's/Officer's Printed/Typed Name <b>Robert P. Snyder</b>			Signature <i>[Signature]</i>		Month Day Year <b>03 09 26</b>					
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____										
17. Transporter Acknowledgment of Receipt of Materials										
Transporter 1 Printed/Typed Name <b>Raymond R. Rivera</b>			Signature <i>[Signature]</i>		Month Day Year <b>03 09 26</b>					
Transporter 2 Printed/Typed Name			Signature		Month Day Year					
18. Discrepancy										
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residua <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection										
Manifest Reference Number:										
18b. Alternate Facility (or Generator)			U.S. EPA ID Number							
Facility's Phone:										
18c. Signature of Alternate Facility (or Generator)					Month Day Year					
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)										
1 <b>H061</b>	2	3	4							
20. Designated Facility Owner or Operator. Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a										
Printed/Typed Name <b>[Signature]</b>			Signature <i>[Signature]</i>		Month Day Year <b>03 09 26</b>					

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material.

Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number NYR000001537	2. Page 1 of 1	Emergency Response Phone (800) 483-3718	4. Manifest Tracking Number 021153806 FLE					
5. Generator Name and Site Address Clean Harbors Environmental Services Inc 761 Middle Street Sponsor: Rockland County Bristol, CT 06010 Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe				Generator's Site Address (if different than mailing address) 35 Firemans Memorial Drive Sponsor: Rockland C Pomona, NY 10970						
6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc.					U.S. EPA ID Number MAD039322250					
7. Transporter 2 Company Name					U.S. EPA ID Number					
8. Designated Facility Name and Site Address Safety-Kleen Systems, inc. 167 Mill Street Cranston, RI 02905 Facility's Phone: (401) 781-0808					U.S. EPA ID Number RID084802842					
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
	X	1. NA1325, WASTE FUSEE, 4.1, PG II		No	Type	28	P	D001	B	
		2.								
		3.								
		4.								
14. Special Handling Instructions and Additional Information 1. LCCRD ERG#133 1X5 Household Hazardous Waste								Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience, or safety.		
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.										
Generator's/Offeror's Printed/Typed Name Robert P. Snyder				Signature Robert P. Snyder on behalf of Clean Harbors				Month Day Year 03 13 26		
TRANSPORTER	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____									
	17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name: Randy Allen Signature: _____ Month Day Year: 03 13 26 Transporter 2 Printed/Typed Name: _____ Signature: _____ Month Day Year: _____									
DESIGNATED FACILITY	18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____									
	18b. Alternate Facility (or Generator) Facility's Phone: _____					U.S. EPA ID Number				
	18c. Signature of Alternate Facility (or Generator)							Month Day Year		
	19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. H141		2.		3.		4.				
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a Printed/Typed Name: Lisa Cole Signature: _____ Month Day Year: 03 13 26										

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material.

Please print or type.

Form Approved. OMB No. 2050-0039

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number <b>NYR000001537</b>	2. Page 1 of <b>1</b>	3. Emergency Response Phone <b>(800) 483-3718</b>	Manifest Tracking Number <b>021153807 FLE</b>		
5. Generator's Name and Mailing Address <b>Clean Harbors Env Services Inc</b> <b>761 Middle Street Sponsor: Rockland County</b> <b>Bristol, CT 06010</b> Generator's Phone: <b>(863) 271-0322</b> <b>ATTN: Brooke Rabe</b>				Generator's Site Address (if different than mailing address) <b>35 Firemans Memorial Drive Sponsor: Rockland C</b> <b>Pomona, NY 10970</b>			
6. Transporter 1 Company Name <b>Clean Harbors Environmental Services, Inc.</b>				U.S. EPA ID Number <b>MAD039322250</b>			
7. Transporter 2 Company Name <b>CLEAN HARBORS ENVIRONMENTAL SERVICES INC</b>				U.S. EPA ID Number <b>MAD039322250</b>			
8. Designated Facility Name and Site Address <b>Clean Harbors El Dorado LLC</b> <b>309 American Circle</b> <b>El Dorado, AR 71730</b> Facility's Phone: <b>(870) 863-7173</b>				U.S. EPA ID Number <b>ARD069748192</b>			
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
			No.	Type			
	X	1. <b>UN1057, WASTE LIGHTERS, 2.1, (DOT-SP13179)</b>	002	PM	46	P	D001 B
	X	2. <b>UN1944, WASTE MATCHES, SAFETY, 4.1, PG III</b>	001	PF	30	P	D001 B
		3.					
	4.						
14. Special Handling Instructions and Additional Information 1. LRCTQ    ERG#115    2X5 2. LRCTD    ERG#133    1X5 <p style="text-align: right;">Household Hazardous Waste</p>							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.    Port of entry/exit: _____ Transporter signature (for exports only): _____    Date leaving U.S.: _____							
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials						
	Transporter 1 Printed/Typed Name <b>Robert P. Snyder</b>				Signature <i>Robert P. Snyder</i>		Month Day Year <b>03 15 26</b>
	Transporter 2 Printed/Typed Name <b>Smyad Subone</b>				Signature <i>Smyad Subone</i>		Month Day Year <b>3 25 26</b>
18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____							
DESIGNATED FACILITY	18b. Alternate Facility (or Generator) Facility's Phone: _____    U.S. EPA ID Number: _____						
	18c. Signature of Alternate Facility (or Generator) _____ Month Day Year						
	19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
	1. <b>H040</b>	2. <b>H040</b>	3.	4.			
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a Printed/Typed Name: <b>Brittany Macher</b> Signature: <i>Brittany Macher</i> Month Day Year: <b>4 8 26</b>							

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>	Generator ID Number <b>NYR000004537</b>	EPA Form ID <b>1</b>	Owner/Operator Name <b>Clean Harbors</b>	Manifest Tracking Number <b>021153809 FLE</b>
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1. Generator Name and Mailing Address Clean Harbors Environmental Services, Inc. 761 Middle St. 3rd Floor Bristol, CT 06010 Phone: (860) 373-0332 ATTN: Bill & Bob	2. Shipper Name and Mailing Address 40 Rocklands Memorial Drive Rockland, MA 01976
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3. Transporter Name Clean Harbors Environmental Services, Inc.	EPA ID Number MA000393222
---	------------------------------

4. Designated Facility Name and Address 4870 Spring Grove Avenue Cincinnati, OH 45232 EPA ID Number OH000081662	EPA ID Number OH000081662
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5. Hazardous Waste Description (Use EPA Hazardous Waste List) UN1978, PROPANE, 2.1	Quantity 179 CY	Container Type CY	Total Quantity 310	Packaging R	Other R
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UN1980, WASTE MIXTURES, ACETYLENE AND PROPANE MIXTURES, STABILIZED (MAPPGAS DRUMS), 2.1	25 CY	CY	34	P	R
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UN2044, F 75, LAMINAR FLOWERS, COMPRESSED, 2.1	138 CY	CY	1055	P	R
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6. Special Handling Instructions (Use EPA Form 355) 1. CY1 2. CY1 3. CY2	EPA Form 355 EPA#116 12-00-0000 EPA#116 12-16 EPA#116 12-00-0000
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Contract retained by generator or TERS agency

**GENERATOR'S OFFEROR'S CERTIFICATION**

I hereby certify that the information provided on this manifest is true and correct to the best of my knowledge and belief, and that the waste is being transported in accordance with the requirements of the Resource Conservation and Recovery Act (RCRA) and the Hazardous Waste Manifest Regulations (40 CFR 263.10-263.15).

Generator's Signature <i>Robert P. Snyder</i>	Date 03/13/26
--	------------------

Shipper's Signature <i>Robert P. Snyder</i>	Date 03/13/26
--	------------------

7. International Shipments Transporter Signature <i>Randy Pterning</i>	Date 03/12/26
--	------------------

8. Designated Facility Name and Address 4870 Spring Grove Avenue Cincinnati, OH 45232	EPA ID Number OH000081662
---	------------------------------

9. Hazardous Waste Description (Use EPA Hazardous Waste List) H141	EPA ID Number OH000081662
---	------------------------------

10. Designated Facility Name and Address 4870 Spring Grove Avenue Cincinnati, OH 45232	EPA ID Number OH000081662
--	------------------------------

11. Designated Facility Name and Address 4870 Spring Grove Avenue Cincinnati, OH 45232	EPA ID Number OH000081662
--	------------------------------

12. Designated Facility Name and Address 4870 Spring Grove Avenue Cincinnati, OH 45232	EPA ID Number OH000081662
--	------------------------------

13. Designated Facility Name and Address 4870 Spring Grove Avenue Cincinnati, OH 45232	EPA ID Number OH000081662
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14. Designated Facility Name and Address 4870 Spring Grove Avenue Cincinnati, OH 45232	EPA ID Number OH000081662
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15. Designated Facility Name and Address 4870 Spring Grove Avenue Cincinnati, OH 45232	EPA ID Number OH000081662
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16. Designated Facility Name and Address 4870 Spring Grove Avenue Cincinnati, OH 45232	EPA ID Number OH000081662
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17. Designated Facility Name and Address 4870 Spring Grove Avenue Cincinnati, OH 45232	EPA ID Number OH000081662
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Please print or type. Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number <b>NYR000001537</b>	2. Page 1 of 1	3. Emergency Response Phone <b>(800) 483-3718</b>	4. Manifest Tracking Number <b>021153811 FLE</b>
	5. Generator's Name and Mailing Address <b>Clean Harbors Environmental Services - HCFNY03121-CH2</b> 35 Firemens Memorial Drive Pomona, NY 10970 Generator's Phone: <b>(863) 271-0322</b> ATTN: Brooke Rabe			

6. Transporter 1 Company Name <b>Clean Harbors Environmental Services, Inc.</b>		U.S. EPA ID Number <b>MAD039322250</b>
7. Transporter 2 Company Name		U.S. EPA ID Number
8. Designated Facility Name and Site Address <b>Safety-Kleen Systems, Inc.</b> 3700 LaGrange Road Smithfield, KY 40068 Facility Phone: <b>(502) 845-2453</b>		U.S. EPA ID Number <b>KYD053348108</b>

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
X	1. <b>UN1263, PAINT, 3, PG III, HHW EXEMPT</b>	No.	Type			
	2.					
	3.					
	4.					

14. Special Handling Instructions and Additional Information  
**1. CH2332596-NY ERG#128 2X55** Household Hazardous Waste

15. Generator's Printed/Typed Name: **Robert P. Snyder** Signature: *Robert P. Snyder on behalf of Clean Harbors* Month: **03** Day: **16** Year: **26**

16. International Shipments  Import to U.S.  Export from U.S. Port of entry/exit: \_\_\_\_\_ Date leaving U.S. \_\_\_\_\_

17. Transporter Acknowledgment of Receipt of Materials  
Transporter 1 Printed/Typed Name: **ERIC JUDD** Signature: *E. Judd* Month: **3** Day: **16** Year: **26**

18. Discrepancy

18a. Discrepancy Indication Space  Quantity  Type  Residue  Partial Rejection  Full Rejection

18b. Alternate Facility (or Generator) Manifest Reference Number: \_\_\_\_\_ U.S. EPA ID Number: \_\_\_\_\_

18c. Signature of Alternate Facility (or Generator) \_\_\_\_\_ Month: \_\_\_\_\_ Day: \_\_\_\_\_ Year: \_\_\_\_\_

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1. <b>H061</b>	2.	3.	4.
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20. Designated Facility Owner/Operator Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a  
Printed/Typed Name: **J. R. [Signature]** Signature: *J. R. [Signature]* Month: **3** Day: **16** Year: **26**

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Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST 1. Generator ID Number NYR000001537 2. Page 1 of 1 (800) 483-3718 Manifest Tracking Number 021153812 FLE

5. Generator's Name and Mailing Address Clean Harbors Environmental Services - HCFNY03121-CH2 35 Firemens Memorial Drive Pomona, NY 10970 Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe

6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc. U.S. EPA ID Number MAD039322250

7. Transporter 2 Company Name U.S. EPA ID Number

8. Designated Facility Name and Site Address Clean Harbors of Connecticut Inc 51 Broderick Road Bristol, CT 06010 U.S. EPA ID Number CTD000604488

Table with 4 rows and 5 columns: 9a. HM, 9b. U.S. DOT Description, 10. Containers (No., Type), 11. Total Quantity, 12. Unit Wt./Vol., 13. Waste Codes. Row 1: NON-RCRA HAZARDOUS WASTE, LIQUIDS, (LATEX PAINT), 006 CF, 4925 P, R

14. Special Handling Instructions and Additional Information 1. CH2640952-NY 6XFBIN Household Hazardous Waste

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.

Generator's/Offeror's Printed/Typed Name Robert P. Snyder Signature Robert P. Snyder on behalf of Clean Harbors Month Day Year 03 16 26

16. International Shipments Import to U.S. Export from U.S. Port of entry/exit: Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name ERIC JUDD Signature E Judd Month Day Year 3 16 26

18. Discrepancy 18a. Discrepancy Indication Space Quantity Type Residue Partial Rejection Full Rejection

18b. Alternate Facility (or Generator) Manifest Reference Number: U.S. EPA ID Number

18c. Signature of Alternate Facility (or Generator) Month Day Year

19. Hazardous Waste Report: Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) 1. H141 2. 3. 4.

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a Printed/Typed Name Latan Gray Signature Month Day Year 3 16 26

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UNIFORM HAZARDOUS WASTE MANIFEST		Manifest Tracking Number	
		021153813 FLE	
Clean Harbors Chattanooga, LLC 3300 Cummings Road Chattanooga, TN 37419		Clean Harbors Chattanooga, LLC 3300 Cummings Road Chattanooga, TN 37419	
NON DGT REGULATED MATERIALS		002 DM 800 P	
GENERATOR'S/OFFEROR'S CERTIFICATION			
Robert P. Smyer		Robert P. Smyer, President of Clean Harbors 03/16/26	
TRANSPORTER INT'L			
ERIC Judd		Eric Judd 3/16/26	
DESIGNATED FACILITY			
Timothy McShane		Timothy McShane 4/1/26	

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Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Form Approved, OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST 1. Generator ID Number NYR000001537 2. Page 1 of 2 Emergency Response Phone (800) 483-3718 Manifest Tracking Number 021153814 FLE

5. Generator's Name and Mailing Address: Clean Harbors Env Services Inc, 761 Middle Street Sponsor: Rockland County, Bristol, CT 06010. Generator's Site Address (if different than mailing address): 35 Firemans Memorial Drive Sponsor: Rockland C, Pomona, NY 10970.

6. Transporter 1 Company Name: Clean Harbors Environmental Services, Inc. U.S. EPA ID Number: MAD039322250

7. Transporter 2 Company Name: U.S. EPA ID Number:

8. Designated Facility Name and Site Address: Safety-Kleen Systems, Inc., 167 Mill Street, Cranston, RI 02905. Facility's Phone: (401) 781-0808. U.S. EPA ID Number: RID084802842

Table with 5 columns: 9a. HM, 9b. U.S. DOT Description, 10. Containers (No., Type), 11. Total Quantity, 12. Unit Wt./Vol., 13. Waste Codes. Rows include: 1. RQ, UN3266, WASTE CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S., (SODIUM HYDROXIDE, SODIUM HYPOCHLORITE), 8, PG II (D002); 2. RQ, UN3265, WASTE CORROSIVE LIQUID, ACIDIC, ORGANIC, N.O.S., (OXALIC ACID, SULFAMIC ACID), 8, PG II (D002); 3. UN3021, PESTICIDES, LIQUID, FLAMMABLE, TOXIC, (MALATHION, DIAZINON), 3, (6.1), PG II; 4. UN2588, PESTICIDES, SOLID, TOXIC, N.O.S., (PESTICIDES), 6.1, PG II.

14. Special Handling Instructions and Additional Information: 1. LAT-B, 2. LCCRC, 3. HHWEPESTL, 4. HHWEPESTS. Household Hazardous Waste. Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience, or safety.

15. GENERATOR/SUPPLIER'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Officer's Printed/Typed Name: Robert P. Smyler. Signature: Robert P. Smyler on behalf of Clean Harbors. Month: 08, Day: 16, Year: 26.

16. International Shipments: Import to U.S. Export from U.S. Port of entry/exit: Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials: Transporter signature (for exports only): Date leaving U.S.:

Transporter 1 Printed/Typed Name: ERIC JUDD. Signature: E. Judd. Month: 3, Day: 16, Year: 26.

18. Discrepancy: 18a. Discrepancy Indication Space: Quantity, Type, Residue, Partial Rejection, Full Rejection. Manifest Reference Number:

18b. Alternate Facility (or Generator): U.S. EPA ID Number:

18c. Signature of Alternate Facility (or Generator): Month: Day: Year:

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems): 1. H141, 2. H141, 3. H141, 4. H141.

20. Designated Facility Owner or Operator Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a: Printed/Typed Name: Lisa Celi. Signature: Lisa Celi. Month: 4, Day: 2, Year: 26.

6595

Please print or type.

C2 2601121291-004

SC PPW 2/24/2026

Form Approved OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)		21. Generator ID Number NYR000001537		22. Page 2 of 2	23. Manifest Tracking Number 021153814FLE				
24. Generator's Name Clean Harbors Env Services Inc									
25. Transporter _____ Company Name						U.S. EPA ID Number			
26. Transporter _____ Company Name						U.S. EPA ID Number			
27a HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))			28. Containers		29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes	
	5. NON-RCRA HAZARDOUS WASTE, SOLIDS, (OIL FILTERS)			No.	Type				
				001	DM	350	P	R	
32. Special Handling Instructions and Additional Information									
5. HHWCOF 1X55 Household Hazardous Waste									
33. Transporter _____ Acknowledgment of Receipt of Materials									
Printed/Typed Name				Signature			Month	Day	Year
34. Transporter _____ Acknowledgment of Receipt of Materials									
Printed/Typed Name				Signature			Month	Day	Year
35. Discrepancy									
36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
5. H129									

GENERATOR

TRANSPORTER

DESIGNATED FACILITY

6595

Please print or type. Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST 1. Generator ID Number: NYR000001537 2. Page 1 of 2 Emergency Response Phone: (800) 482-2718 Manifest Tracking Number: 021153815 FLE

5. Generator's Name and Mailing Address: Clean Harbors Env Services Inc, 761 Middle Street Sponsor: Rockland County, Bristol, CT 06010. Generator's Phone: (860) 271-0322 ATTN: Brooke Babe. Generator's Site Address (if different than mailing address): 35 Firemans Memorial Drive Sponsor: Rockland County, Pomona, NY 10970.

FOLD LABEL AT DOT LINE. AFFIX TO REVERSE OF HAZARDOUS MATERIAL BILLS SO THAT TAB STICKS OUT.

6. Transporter 1 Company Name: Clean Harbors Environmental Services, Inc. U.S. EPA ID Number: MAD039322250

7. Transporter 2 Company Name: U.S. EPA ID Number:

8. Designated Facility Name and Site Address: Clean Harbors El Dorado LLC, 309 American Circle, El Dorado, AR 71730. Facility's Phone: (870) 863-7173. U.S. EPA ID Number: ARD069748192

9a HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
		No.	Type				
X	1. RQ, UN1950, WASTE AEROSOLS, FLAMMABLE, (EACH NOT EXCEEDING 1 L CAPACITY), 2.1 (D001)	004	DF	500	P	D001	B
X	2. RQ, UN1263, WASTE PAINT RELATED MATERIAL, (RESINS), 3, PG III (D001)	003	CF	3000	P	D001	B
	3. NON DOT REGULATED MATERIAL, (ETHYLENE GYLCOL)	001	DF	500	P	R	
	4. NON DOT REGULATED, (FLUORESCENT LIGHT BULBS), (UNIVERSAL WASTE-LAMPS)	002	CF	220	P	R	

14. Special Handling Instructions and Additional Information: 1. HHWLCRQ ERG#126 4X55 Household Hazardous Waste; 2. HHWLPIN ERG#129 3XFBIN; 3. HHWB35 1X55; 4. HHWECFL1-UW 2X4ETB. Contract retained by generator confers agency.

15. GENERATOR'S CERTIFICATION: I hereby certify that the contents of this consignment are fully and accurately described above by the type, quantity, name, and class, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Officer's Printed/Typed Name: Robert P. Snyder. Signature: Robert P. Snyder on behalf of Clean Harbors. Month: 03, Day: 16, Year: 26.

16. International Shipments:  Import to U.S.  Export from U.S. Port of entry/exit: Date leaving U.S. Transporter signature (for exports only):

17. Transporter Acknowledgment of Receipt of Materials: Transporter 1 Printed/Typed Name: ERIC JUDD. Signature: Eric Judd. Month: 3, Day: 16, Year: 26. Transporter 2 Printed/Typed Name: Signature: Month: Day: Year:

18. Discrepancy: 18a. Discrepancy Indication Space:  Quantity  Type  Residue  Partial Rejection  Full Rejection. Manifest Reference Number:

18b. Alternate Facility (or Generator): U.S. EPA ID Number:

18c. Signature of Alternate Facility (or Generator): Month: Day: Year:

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems): 1. H040 2. H040 3. H040 4. H039

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a. Printed/Typed Name: Jimmie Jerry. Signature: Jimmie Jerry. Month: 3, Day: 22, Year: 26.

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Please print or type.

UNIFORM HAZARDOUS WASTE MANIFEST (Continuation Sheet)		21. Generator ID Number NYR000001937		22. Page 2 of 2	23. Manifest Tracking Number 021193815PLE	
24. Generator's Name Clean Harbors Env Services Inc						
25. Transporter _____ Company Name					U.S. EPA ID Number	
26. Transporter _____ Company Name					U.S. EPA ID Number	
27a HM	27b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	28. Containers		29. Total Quantity	30. Unit Wt./Vol.	31. Waste Codes
		No.	Type			
	5. NON DOT REGULATED MATERIAL, (FLUORESCENT BULBS)	002	DF	160	P	R
32. Special Handling Instructions and Additional Information 5. HHWECPL2-UW 2X55 Household Hazardous Waste						
TRANSPORTER	33. Transporter _____ Acknowledgment of Receipt of Materials		Signature		Month	Day
	Printed/Typed Name				Year	
TRANSPORTER	34. Transporter _____ Acknowledgment of Receipt of Materials		Signature		Month	Day
	Printed/Typed Name				Year	
DESIGNATED FACILITY	35. Discrepancy					
	36. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)					
5. R039						

6595

Please print or type

Form Approved OMB No. 2060-0039

UNIFORM HAZARDOUS WASTE MANIFEST		3 Emergency Response Phone		4 Manifest Tracking Number	
NYC0000000000		1-800-424-9314		021153817 FLE	
1 Generator Name and Address MURRAY M. BOSTE - 10322 ATTN: Electric Rule 10322		2 Facility Name and Address JG Environmental Management, Inc. Spencer, Richard D Pawling, NY 10979			
3 Transporter Name MAD0000000000		4 EPA ID No. 0600000810029			
5 Designated Facility Name and Address Spring Grove Res... 1879 Spring Grove Avenue Cincinnati, OH 45232		6 EPA ID No. 0600000810029			
7 Date of Shipment 03/16/26		8 Quantity of Waste 001 PF 20 P B		9 Waste Code B	
10 Special Handling Instructions and other information 1. LUMBA PROHIBIT		11 Generator's Offeror's Certification Robert P. Smyler Sh P. Lynn on behalf of Green Harbor 03/16/26			
12 Transporter Name and Address ERIC JUDD E Judd		13 Date of Shipment 3/16/26			
14 Designated Facility Name and Address Christina Panich C P		15 Date of Shipment 3/22/26			

GENERATOR

TRANSPORTER INT'L

DESIGNATED FACILITY

6595

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	1. Generator ID Number <b>NYR000001537</b>	2. Page 1 of <b>1</b>	Emergency Response Phone <b>900 483-3718</b>	Manifest Tracking Number <b>021153818 FLE</b>
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5. Generator's Name and Mailing Address <b>Clean Harbors Env Services Inc</b> <b>761 Middle Street Sponsor: Rockland County</b> <b>Bristol, CT 06010</b> Generator's Phone: <b>(863) 271-0322</b> <b>ATTN: Brooke Rabe</b>		Generator's Site Address (if different than mailing address) <b>35 Firemans Memorial Drive Sponsor: Rockland C</b> <b>Pomona, NY 10970</b>		
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6. Transporter 1 Company Name <b>Clean Harbors Environmental Services, Inc.</b>	U.S. EPA ID Number <b>MAD039322250</b>
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7. Transporter 2 Company Name	U.S. EPA ID Number
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8. Designated Facility Name and Site Address <b>Safety-Kleen Systems, Inc.</b> <b>3700 LaGrange Road</b> <b>Smithfield, KY 40068</b> Facility's Phone: <b>(502) 845-2453</b>	U.S. EPA ID Number <b>KYD053348108</b>
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9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
		No.	Type					
X	1. <b>RQ, UN1993, WASTE FLAMMABLE LIQUIDS, N.O.S., (ACETONE, METHYL ETHYL KETONE), 3, PG II (D001)</b>	<b>003</b>	<b>DM</b>	<b>1200</b>	<b>P</b>	<b>D001</b>	<b>D018</b>	<b>D035</b>
	2.					<b>F003</b>	<b>F005</b>	<b>B</b>
	3.							
	4.							

14. Special Handling Instructions and Additional Information <b>1. UN1993</b> <b>ERG 120</b> <b>3VEE</b> <b>2. UN1993</b> <b>ERG 120</b> <b>3AJS</b>	Household Hazardous Waste
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Contract retained by generator confer: ager cv  
 15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name <b>Robert P. Snyder</b>	Signature <i>Robert P. Snyder</i>	Month <b>03</b>	Day <b>16</b>	Year <b>26</b>
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16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.	Port of entry/exit: Date leaving U.S.:
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17. Transporter Acknowledgment of Receipt of Materials				
Transporter 1 Printed/Typed Name <b>ERIC Judd</b>	Signature <i>E. Judd</i>	Month <b>3</b>	Day <b>16</b>	Year <b>26</b>
Transporter 2 Printed/Typed Name	Signature	Month	Day	Year

18. Discrepancy	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection
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18b. Alternate Facility (or Generator)	Manifest Reference Number	U.S. EPA ID Number
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18c. Signature of Alternate Facility (or Generator)	Month	Day	Year
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19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)			
1. <b>H061</b>	2.	3.	4.

20. Designated Facility Owner or Operator Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a	Signature <i>[Signature]</i>	Month <b>3</b>	Day <b>16</b>	Year <b>26</b>
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Generator acknowledges that a material change has occurred either in the characteristics or in the process of generating the material.

Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST 1. Generator ID Number NYR000001537 2. Page 1 of 1 Emergency Response Phone (800) 483-3718 Manifest Tracking Number 021153819 FLE

5. Clean Harbors Environmental Services - HCFNY03121-CH2 35 Firemens Memorial Drive Pomona, NY 10970 (863) 271-0322 ATTN: Brooke Rabe SAME

FOLD LABEL LINE. AFFIX SIDE OF MATERIAL. OR TAG STICKS. 12/98 6187

6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc. U.S. EPA ID Number MAD039322250

7. Transporter 2 Company Name U.S. EPA ID Number

8. Designated Facility Name and Site Address Safety-Kleen Systems, Inc. 3700 LaGrange Road Smithfield, KY 40068 U.S. EPA ID Number KYD053348108 Facility's Phone: (502) 845-2453

Table with 5 columns: 9a HM, 9b U.S. DOT Description, 10. Containers (No, Type), 11. Total Quantity, 12. Unit Wt./Vol., 13. Waste Codes. Row 1: X, UN1263, PAINT, 3, PG III, HHW EXEMPT, 001, DM, 219, P, R.

14. Special Handling Instructions and Additional Information 1. CH2332596-NY ERG#128 1X55 Household Hazardous Waste

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name Robert P. Snyder Signature Signature of Clean Harbors Port of entry/exit: 03 23 26 Date leaving U.S.:

16. International Shipments Import to U.S. Export from U.S. Transporter signature (for exports only):

17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name Miguel Melendez Signature Signature of MMS Month 3 Day 23 Year 26

18. Discrepancy 18a. Discrepancy Indication Space Quantity Type Residue Partial Rejection Full Rejection

18b. Alternate Facility (or Generator) Manifest Reference Number U.S. EPA ID Number

18c. Signature of Alternate Facility (or Generator) Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) 1. H061 2. 3. 4.

20. Designated Facility Owner or Operator Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a. Printed/Typed Name Signature Signature of Date 03 23 26

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete. Clean Harbors has the appropriate permits for and will accept the waste the generator is shipping. DESIGNATED FACILITY TO EPA's e-MANIFEST SYSTEM C2 2601121486-001 PPW

6563

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number: NYR000001537

2. Page 1 of 1

3. Emergency response phone number: (800) 483-3718

Manifest Tracking Number: 021153820 FLE

5. Generator's Name and Mailing Address: Clean Harbors Environmental Services - HCFNY03121-CH2, 35 Firemens Memorial Drive, Pomona, NY 10970

Generator's Site Address (if different than mailing address): SAME

Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe

6. Transporter 1 Company Name: Clean Harbors Environmental Services, Inc. U.S. EPA ID Number: MAD039322250

7. Transporter 2 Company Name: U.S. EPA ID Number:

8. Designated Facility Name and Site Address: Clean Harbors of Connecticut Inc, 51 Broderick Road, Bristol, CT 06010

Facility's Phone: (860) 583-8917

U.S. EPA ID Number: CTD000604488

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
		No.	Type					
1.	NON-RCRA HAZARDOUS WASTE, LIQUIDS, (LATEX PAINT)	005	CF	3916	P	R		
2.								
3.								
4.								

14. Special Handling Instructions and Additional Information: 1. CH2332592-NY 5XFB IN Household Hazardous Waste

Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience or safety.

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Robert P. Snyder

Signature: [Signature]

Month: 03, Day: 23, Year: 26

16. International Shipments:  Import to U.S.  Export from U.S. Port of entry/exit: Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials

Transporter 1 Printed/Typed Name: Miguel Melendez

Signature: [Signature]

Month: 3, Day: 23, Year: 26

18. Discrepancy

18a. Discrepancy Indication Space:  Quantity  Type  Residue  Partial Rejection  Full Rejection

18b. Alternate Facility (or Generator): Manifest Reference Number: U.S. EPA ID Number:

Facility's Phone:

18c. Signature of Alternate Facility (or Generator): Month: Day: Year:

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)

1. H141 2. 3. 4.

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a

Printed/Typed Name: Juan Posa

Signature: [Signature]

Month: 3, Day: 23, Year: 26

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UNIFORM HAZARDOUS WASTE MANIFEST		Manifest Tracking Number	
		021153821 FLE	
Generator Name and Address		Receiver Name and Address	
Clean Harbors Environmental Services		Clean Harbors Environmental Services	
City, State, ZIP		City, State, ZIP	
EPA ID No.		EPA ID No.	
Description of Waste		Quantity	
HAZARDOUS WASTE		001 EM 400 P	
Generator's Signature		Date	
Robert P. Snyder		03/23/26	
Signature of Transporter		Date	
Miguel Melendez		03/23/26	
Signature of Facility Representative		Date	
Christopher J White		04/13/26	

GENERATOR

TRANSPORTER INTL

DESIGNATED FACILITY

UNIFORM HAZARDOUS WASTE MANIFEST 1. Generator ID Number NYR000001537 2. Page 1 of 1 Emergency Response Phone (800) 483-3718 4. Manifest Tracking Number 021153822 FLE

5. Generator's Name and Mailing Address: Clean Harbors Env Services Inc, 761 Middle Street Sponsor: Rockland County, Bristol, CT 06010. Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe. Generator's Site Address (if different than mailing address): 35 Firemans Memorial Drive Sponsor: Rockland C, Pomona, NY 10970.

FOLD LABEL AT DOTTED LINE. AFFIX TO HIGH SIDE OF HAZARDOUS MATERIAL BILLS SO THE TAB STICKS OUT.

6. Transporter 1 Company Name: Clean Harbors Environmental Services, Inc. U.S. EPA ID Number: MAD039322250. 7. Transporter 2 Company Name: U.S. EPA ID Number:

8. Designated Facility Name and Site Address: Safety-Kleen Systems, Inc., 167 Mill Street, Cranston, RI 02905. Facility's Phone: (401) 781-0808. U.S. EPA ID Number: RID084802842

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit WL/Vol.	13. Waste Codes	
		No	Type				
X	1. RQ, UN3266, WASTE CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S., (SODIUM HYDROXIDE, SODIUM HYPOCHLORITE), 8, PG II (D002)	001	DF	200	P	D002	T
X	2. RQ, UN3267, WASTE CORROSIVE LIQUID, BASIC, ORGANIC, N.O.S., (OXALIC ACID, SULFAMIC ACID), 8, PG II (D002)	001	DF	200	P	D002	B
X	3. UN3021, PESTICIDES, LIQUID, FLAMMABLE, TOXIC, (MALATHION, DIAZINON), 3, (6.1), PG II	003	DF	600	P	B	
X	4. UN2590, PESTICIDES, SOLID, TOXIC, N.O.S., (PESTICIDES), 6.1, PG II	001	CF	1000	P	B	

14. Special Handling Instructions and Additional Information: Household Hazardous Waste. Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience or safety.

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offlor's Printed/Typed Name: Robert P. Snyder. Signature: [Signature]. Month: 03, Day: 23, Year: 26.

16. International Shipments:  Import to U.S.  Export from U.S. Port of entry/exit: Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials. Transporter 1 Printed/Typed Name: Miguel Melendez. Signature: [Signature]. Month: 3, Day: 23, Year: 26.

18. Discrepancy. 18a. Discrepancy Indication Space:  Quantity  Type  Residue  Partial Rejection  Full Rejection. Manifest Reference Number: U.S. EPA ID Number:

18b. Alternate Facility (or Generator): U.S. EPA ID Number: Facility's Phone: 18c. Signature of Alternate Facility (or Generator): Month: Day: Year:

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems): 1. H141 2. H141 3. H141 4. H141

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a. Printed/Typed Name: Lisa Cole. Signature: [Signature]. Month: 12, Day: 13, Year: 26.

6563

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST

1. Generator ID Number: NYR000001537

2. Page 1 of 2

Emergency Response Phone: (800) 483-3718

Manifest Tracking Number: 021153823 FLE

5. Generator's Name and Mailing Address: Clean Harbors Env Services Inc, 761 Middle Street Sponsor: Rockland County, Bristol, CT 06010. Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe

Generator's Site Address (if different than mailing address): 35 Firemans Memorial Drive Sponsor: Rockland C, Pomona, NY 10970

6. Transporter 1 Company Name: Clean Harbors Environmental Services, Inc. U.S. EPA ID Number: MAD039322250

7. Transporter 2 Company Name: U.S. EPA ID Number:

8. Designated Facility Name and Site Address: Clean Harbors El Dorado LLC, 309 American Circle, El Dorado, AR 71730. Facility's Phone: (870) 863-7173. U.S. EPA ID Number: ARD066748102

9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit: Wt/Vol	13. Waste Codes
		No.	Type			
X	1. RQ, UN1950, WASTE AEROSOLS, FLAMMABLE, (EACH NOT EXCEEDING 1 L CAPACITY), 2.1 (D001)	001	DR	125	P	D001 B
X	2. RO, UN1263, WASTE PAINT RELATED MATERIAL, (RESINS), 3, PG III (D001)	001	CF	1000	P	D001 B
	3. NON DOT REGULATED, (FLUORESCENT LIGHT BULBS), (UNIVERSAL WASTE-LAMPS)	003	CF	230	P	R
	4. NON DOT REGULATED MATERIAL, (FLUORESCENT BULBS)	001	CF	20	P	R

14. Special Handling Instructions and Additional Information: Household Hazardous Waste. 1. HHWLCRQ ERG#125 1X55. 2. HHWLEPTN ERG#129 1XPB IN. 3. HHWECFL1-UW 1XBOX, 2X4FTB. 4. HHWECFL2-IW 1XBOX. Contract retained by generator confers authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience, or safety.

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.

Generator's/Offeror's Printed/Typed Name: Robert P. Snyder. Signature: Robert P. Snyder. Month: 03, Day: 23, Year: 26.

16. International Shipments:  Import to U.S.  Export from U.S. Port of entry/exit: Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials. Transporter 1 Printed/Typed Name: Miguel Melendez. Signature: Miguel Melendez. Month: 03, Day: 23, Year: 26. Transporter 2 Printed/Typed Name: Signature: Month: Day: Year:

18. Discrepancy. 18a. Discrepancy Indication Space:  Quantity  Type  Residue  Partial Rejection  Full Rejection. Manifest Reference Number: U.S. EPA ID Number: 18b. Alternate Facility (or Generator). Facility's Phone: 18c. Signature of Alternate Facility (or Generator): Month: Day: Year:

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems): 1. H040, 2. H040, 3. H039, 4. H039.

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a. Printed/Typed Name: Dana Wilson. Signature: Dana Wilson. Month: 03, Day: 26, Year: 26.

FOLD LABEL AT LINE, AFFIX TO SIDE OF MATERIAL IN TAB STRIPS OR STRIPS



Please print or type

Form Approved OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST	Generator ID Number NYR000001007	Page 1	Emergency Response Phone (300) 490 8710	4 Manifest Tracking Number 021153824 FLE
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FOLD LABEL AT C LINE. AFFIX TO SIDE OF HAZAR MATERIAL BILLS SO TAB STICKS OUT.

5 Generator's Name and Mailing Address TE1 Middle Street Springfield, CT 06610 Generator's Phone (860) 271 0300	6 Designated Facility Name and Site Address Spring Grove Hazardous Waste Transfer Station 4870 Spring Grove Avenue Cincinnati, OH 45232 Facility's Phone (513) 263 7700
---	---

7 Transporter 1 Company Name Spring Hazardous Waste Transfer Station, Inc.	8 EPA ID Number WA000000000000000000
---	---

9 Transporter 2 Company Name	9 EPA ID Number
------------------------------	-----------------

10 Designated Facility Name and Site Address Spring Grove Hazardous Waste Transfer Station 4870 Spring Grove Avenue Cincinnati, OH 45232 Facility's Phone (513) 263 7700	10 EPA ID Number OH00000816029
--	-----------------------------------

Generator's Hazardous Waste Manifest (HW-1) Description including Proper Shipping Name, Hazard Class, ID Number and Packing Group, if any	Containers		Total Quantity	Unit Weight	Waste Codes
	No.	Type			
1 RC, UNCLAS, WASTE POLYMER FORMATED B PHENYLENE SULFONATE, PS III (NOND)	001	DF	21	K	B
2 BATTERIES, ZINC CARBON, 1.5V, ALKALINE BATTERIES	001	DM	850	P	R
3 NON DOT REGULATED MATERIALS (DIFFERENTIAL WASTE BATTERIES)	001	DF	250	P	B
4					

11 Special Handling, DOT, OSHA and other regulatory information CONTROL No. 1 BOC 32326, OUT OF SERVICE DATE: 03/23/26
---

15 GENERATOR'S/OFFEROR'S CERTIFICATION  
I certify that the contents of this manifest, including the contents of the attached EPA-Axis acknowledgment statement, are true and correct. I also certify that the waste management statement certifies that the waste will be managed in accordance with the applicable federal, state and local laws, regulations and orders.

Generator's Officer (Printed Name): Robert P. Snyder  
 Signature: Robert P. Snyder Date: 03/18/26

14 International Shipments  
 Transporter's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

17 Transporter Acknowledgment of Receipt  
 Transporter (Printed Name): Miguel Melendez  
 Signature: Miguel Melendez Date: 03/23/26

18 Disclosures  
 18a Disclosures (Indicate with quantity, type, residue, PFA Reaction, and FFA Reaction)  
 18b Alternate Facility or Generator  
 Facility's Name: \_\_\_\_\_ EPA ID Number: \_\_\_\_\_  
 Facility's Phone: \_\_\_\_\_

16 Signature of Alternate Facility or Generator  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_

19 Hazardous Waste Report Management Method Codes (Use codes for hazardous waste treatment, storage, and disposal operations)  
 H141 H141

20 Designated Facility Name and Site Address  
 Print (Typed Name): Amanda Parrott Signature: AP Date: 03/31/26

Generator acknowledges that no material change has occurred either in the characteristics or in the process of generating the material. Form Approved OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number <b>NYR000001537</b>	2. Page 1 of 1	Emergency Response Phone <b>(800) 483-3718</b>	Manifest Tracking Number <b>021153825 FLE</b>		
5. Generator's Name and Mailing Address <b>Clean Harbors Env Services Inc</b> <b>761 Middle Street Sponsor: Rockland County</b> <b>Bristol, CT 06010</b> Generator's Phone: <b>(863) 271-0322 ATTN: Brooke Rabe</b>				Generator's Site Address (if different than mailing address) <b>35 Firemans Memorial Drive Sponsor: Rockland C</b> <b>Pomona, NY 10970</b>			FOLD LABEL AT LINE. AFFIX TO SIDE OF HAZARDOUS MATERIAL BILLS SO TAB STICKS OUT.
6. Transporter 1 Company Name <b>Clean Harbors Environmental Services, Inc.</b>				U.S. EPA ID Number <b>MAD039322250</b>			
7. Transporter 2 Company Name				U.S. EPA ID Number			
8. Designated Facility Name and Site Address <b>Safety-Kleen Systems, Inc.</b> <b>3700 LaGrange Road</b> <b>Smithfield, KY 40068</b> Facility's Phone: <b>(502) 845-2453</b>				U.S. EPA ID Number <b>KYD053348108</b>			
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (# any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes
	X	1. RQ, UN1993, WASTE FLAMMABLE LIQUIDS, N.O.S., (ACETONE, METHYL ETHYL KETONE), 3, PG II (D001)	No	Type	1200	P	D001 D018 D035 F003 F005 B
	X	2. RQ, UN1993, WASTE FLAMMABLE LIQUIDS, N.O.S., (ACETONE, METHYL ETHYL KETONE), 3, PG II (D001)	003	DM	1200	P	D001 D018 D035 F003 F005 B
		3.					
		4.					
14. Special Handling Instructions and Additional Information 1. HHWPB1 ERG#128 3X55 Household Hazardous Waste 2. HHWPB1 ERG#128 3X55							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are dissolved, packaged, marked and labeled/packaged, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offeror's Printed/Typed Name <b>Robert P. Snyder</b> Signature <i>Robert P. Snyder</i> Month Day Year <b>08 25 26</b>							
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____							
17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name <b>Miguel Melendez</b> Signature <i>Miguel Melendez</i> Month Day Year <b>3 23 26</b>							
18. Discrepancy 18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection							
18b. Alternate Facility (or Generator) Manifest Reference Number _____ U.S. EPA ID Number _____ Facility's Phone _____							
18c. Signature of Alternate Facility (or Generator) _____ Month Day Year _____							
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) 1. <b>H061</b> 2. <b>H061</b> 3. _____ 4. _____							
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a Printed/Typed Name <b>[Signature]</b> Signature <i>[Signature]</i> Month Day Year <b>3 23 26</b>							

EPA Form 8700-22 (Rev. 12-17) Previous editions are obsolete

Clean Harbors has the appropriate permits for and will accept the waste the generator is shipping. DESIGNATED FACILITY TO EPA's e-MANIFEST S'STE M  
C2 2601121291-005 PPW

6595

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Please print or type. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST 1. Generator ID Number NYR000001537 2. Page 1 of 1 Emergency Response Phone (800) 483-3718 Manifest Tracking Number 021153826 FLE

5. Generator's Name and Mailing Address Clean Harbors Environmental Services - HCFNY03121-CH2 35 Firemens Memorial Drive Pomona, NY 10970 Generator's Site Address (if different than mailing address) SAME Generator's Phone: (863) 271-0322 ATTN:Brooke Rabe

6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc. U.S. EPA ID Number MAD03932225C

7. Transporter 2 Company Name U.S. EPA ID Number

8. Designated Facility Name and Site Address Safety-Kleen Systems, Inc. 3700 LaGrange Road Smithfield, KY 40068 Facility's Phone: (502) 845-2453 U.S. EPA ID Number KYD053348108

Table with 5 columns: 9a HM, 9b U.S. DOT Description, 10 Containers (No., Type), 11. Total Quantity, 12. Unit Wt./Vol., 13. Waste Codes. Row 1: X, UN1263, PAINT, 3, PG III, HHW EXEMPT, 002, OM, 447, P, R

14. Special Handling Instructions and Additional Information 1. CH2332596-NY ERG#128 2X55 Household Hazardous Waste

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience or safety.

Generator's/Offor's Printed/Typed Name Robert P. Snyder Signature Robert P. Snyder Month 03 Day 30 Year 26

16. International Shipments Import to U.S. Export from U.S. Port of entry/exit: Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name ERIC JUDD Signature Eric Judd Month 3 Day 30 Year 26

18. Discrepancy 18a. Discrepancy Indication Space Quantity Type Residue Partial Rejection Full Rejection

18b. Alternate Facility (or Generator) Manifest Reference Number U.S. EPA ID Number

18c. Signature of Alternate Facility (or Generator) Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems) 1. H061 2. 3. 4.

20. Designated Facility Owner or Operator. Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a. Printed/typed Name Signature Month Day Year

2595

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST 1. Generator ID Number NYR000001537 2. Page 1 of 1 Manifest Tracking Number 021153827 FLE

5. Generator's Name and Mailing Address: Clean Harbors Environmental Services - HCFNY03121-CH2, 35 Firemens Memorial Drive, Pomona, NY 10970. Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe. Generator's Site Address (if different than mailing address): SAME

6. Transporter 1 Company Name: Clean Harbors Environmental Services, Inc. U.S. EPA ID Number: MAD039322250

7. Transporter 2 Company Name: U.S. EPA ID Number: CTD000604488

Table with 5 columns: 9a. HM, 9b. U.S. DOT Description, 10. Containers (No., Type), 11. Total Quantity, 12. Unit Wt./Vol., 13. Waste Codes. Row 1: NON-RCRA HAZARDOUS WASTE, LIQUIDS, (LATEX PAINT), 007 CF, 5440 P, R.

14. Special Handling Instructions and Additional Information: 1. CH2332592-NY 7XEBIN Household Hazardous Waste

15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/piacarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience, or safety.

Generators/Offeror's Printed/Typed Name: Robert P. Snyder. Signature: Robert P. Snyder. Date: 03/30/26

16. International Shipments: Import to U.S. Export from U.S. Port of entry/exit: Date leaving U.S.:

17. Transporter Acknowledgment of Receipt of Materials: Transporter 1 Printed/Typed Name: ERIC JUDD. Signature: E. Judd. Date: 3/30/26

18. Discrepancy: 18a. Discrepancy indication Space: Quantity, Type, Residue, Partial Rejection, Full Rejection.

18b. Alternate Facility (or Generator): Manifest Reference Number: U.S. EPA ID Number:

18c. Signature of Alternate Facility (or Generator): Date: Month Day Year

19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems): 1. H141

20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a. Printed/Typed Name: Juan Rosa. Signature: J. Rosa. Date: 13/30/26

6595

Please print or type

Form Approved OMB No. 106-0029

UNIFORM HAZARDOUS WASTE MANIFEST	3. Hazardous Waste ID No. 200, 400 00 20	4. Manifest Tracking Number 021153828 FLE
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5. Generator Name  
6. Generator Address  
7. Generator City, State, ZIP  
8. Generator Phone  
9. Generator Signature  
10. Generator Title

11. Date	12. Time	13. Quantity	14. Description	15. EPA ID No.	16. Manifest No.	17. Manifest Date	18. Manifest Status	19. Manifest Status	
								20. Manifest Date	21. Manifest Status
								004	DM 1600 P

22. Generator's Offeror's Certification

23. Signature of Generator's Offeror  
Robert P. Snyder  
24. Date  
03/30/26

25. Signature of Transporter  
Eric Judd  
26. Date  
3/30/26

27. Signature of Designated Facility  
Christopher J White  
28. Date  
4/14/26

29. Signature of Designated Facility  
Christopher J White  
30. Date  
4/14/26

31. Signature of Designated Facility

32. Signature of Designated Facility

33. Signature of Designated Facility

34. Signature of Designated Facility

35. Signature of Designated Facility

36. Signature of Designated Facility

37. Signature of Designated Facility

38. Signature of Designated Facility

39. Signature of Designated Facility

40. Signature of Designated Facility

6595

Please print or type. Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material. Form Approved, OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number NYR000001537		2. Page 1 of 2		Emergency Response Phone No. (800) 483-3718		3. Manifest Tracking Number 021153829 FLE		
5. Generator's Name and Mailing Address Clean Harbors Env Services Inc 761 Middle Street Sponsor: Rockland County Bristol, CT 06010 Generator's Phone: (863) 271-0322 ATTN: Brooke Rahe										
Generator's Site Address (if different than mailing address) 35 Firemans Memorial Drive Sponsor: Rockland C Pomona, NY 10970										
6. Transporter 1 Company Name Clean Harbors Environmental Services, Inc.								U.S. EPA ID Number MAD039322250		
7. Transporter 2 Company Name										
8. Designated Facility Name and Site Address Safety-Kleen Systems, Inc. 167 Mill Street Cranston, RI 02905 Facility's Phone: (401) 781-0808										
U.S. EPA ID Number RID084802842										
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))			10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes	
	X	1. UN3021, PESTICIDES, LIQUID, FLAMMABLE, TOXIC, (MALATHION, DIAZINON), 3, (6.1), PG II			004 DF		800	P	B R013	
	X	2. RQ, UN3266, WASTE CORROSIVE LIQUID, BASIC, INORGANIC, N.O.S., (SODIUM HYDROXIDE, SODIUM HYPOCHLORITE), 8, PG II (D002)			003 DF		600	P	D002 T	
	X	3. RQ, UN3267, WASTE CORROSIVE LIQUID, BASIC, ORGANIC, N.O.S., (AMMONIA, MONOETHANOLAMINE), 8, PG II (D002)			001 DF		200	P	D002 B	
X	4. RQ, UN3264, WASTE CORROSIVE LIQUID, ACIDIC, INORGANIC, N.O.S., (HYDROCHLORIC ACID, SULFURIC ACID), 8, PG II (D002)			001 DF		200	P	D002 T		
14. Special Handling Instructions and Additional Information 1. HWPESTL ERG#131 4X55 Household Hazardous Waste 2. LAT-B ERG#154 3X55 3. LCCRB ERG#153 1X55 4. LAT-A ERG#154 1X55 Contract retained by generator confers agency authority on initial transporter to add or substitute additional transporters on generator's behalf for purposes of transportation efficiency, convenience, or safety.										
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.										
Generator's/Offeror's Printed/Typed Name: Robert P. Snyder Signature: Robert P. Snyder on behalf of Clean Harbors Month: 03 Day: 30 Year: 26										
TRANSPORTER	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____									
	17. Transporter Acknowledgment of Receipt of Materials Transporter 1 Printed/Typed Name: ERIC JUDD Signature: Eric Judd Month: 3 Day: 30 Year: 26 Transporter 2 Printed/Typed Name: _____ Signature: _____ Month: _____ Day: _____ Year: _____									
DESIGNATED FACILITY	18. Discrepancy									
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection Manifest Reference Number: _____									
	18b. Alternate Facility (or Generator) U.S. EPA ID Number: _____ Facility's Phone: _____									
	18c. Signature of Alternate Facility (or Generator) Month: _____ Day: _____ Year: _____									
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)										
1. H141		2. H141		3. H141		4. H141				
20. Designated Facility Owner or Operator. Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a Printed/Typed Name: Lisa Peli Signature: Lisa Peli Month: 14 Day: 17 Year: 26										



*WTO*

Generator acknowledges that no material change has occurred either in the characteristics or in the process generating the material.  
 Form Approved. OMB No. 2050-0039

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number <b>NYR000001537</b>	2. Page 1 of <b>1</b>	3. Emergency Response Phone <b>(800) 483-3718</b>	4. Manifest Tracking Number <b>021153831 FLE</b>					
5. Generator's Name and Mailing Address <b>Clean Harbors Env Services Inc 761 Middle Street Sponsor: Rockland County Bristol, CT 06010 Generator's Phone: (863) 271-0322 ATTN: Brooke Rabe</b>				Generator's Site Address (if different than mailing address) <b>35 Firemans Memorial Drive Sponsor: Rockland C Pomona, NY 10970</b>						
6. Transporter 1 Company Name <b>Clean Harbors Environmental Services, Inc.</b>				U.S. EPA ID Number <b>MAD039322250</b>						
7. Transporter 2 Company Name				U.S. EPA ID Number						
8. Designated Facility Name and Site Address <b>Safety-Kleen Systems, Inc. 3700 LaGrange Road Smithfield, KY 40068 Facility's Phone: (502) 845-2453</b>				U.S. EPA ID Number <b>KYD053348108</b>						
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))		10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
	X	1. <b>RQ, UN1993, WASTE FLAMMABLE LIQUIDS, N.O.S., (ACETONE, METHYL ETHYL KETONE), 3, PG II (D001)</b>		<b>003</b>	<b>BM</b>	<b>1200</b>	<b>P</b>	<b>D001</b>	<b>D018</b> <b>DC35</b>	
		2.						<b>FO03</b>	<b>FO05</b> <b>B</b>	
		3.								
		4.								
14. Special Handling Instructions and Additional Information <b>1. HHWFBI ERG#128 3X55</b>							Household Hazardous Waste			
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.										
Generator's/Offeror's Printed/Typed Name <b>Robert P. Snyder</b>				Signature <i>Robert P. Snyder</i>		Month Day Year <b>03 30 08</b>				
TRANSPORTER INTL	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____									
	17. Transporter Acknowledgment of Receipt of Materials									
TRANSPORTER	Transporter 1 Printed/Typed Name <b>ERIC JUDD</b>				Signature <i>E. Judd</i>		Month Day Year <b>3 30 08</b>			
	Transporter 2 Printed/Typed Name				Signature		Month Day Year			
DESIGNATED FACILITY	18. Discrepancy									
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection									
	18b. Alternate Facility (or Generator) Manifest Reference Number: _____ U.S. EPA ID Number: _____									
	18c. Signature of Alternate Facility (or Generator) Month Day Year									
	19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)									
1. <b>H061</b>		2.		3.		4.				
20. Designated Facility Owner or Operator Certification of receipt of hazardous materials covered by the manifest except as noted in item 18a				Printed/Typed Name <i>Brooke Rabe</i>		Signature <i>Brooke Rabe</i>		Month Day Year <b>4 1 08</b>		



Site Address : 35 Firemans Memorial Drive Sponsor:  
 Rockland County  
 Pomona, NY 10970

P.O. No. 1000085361

SC PPW 2/24/2026

WORK ORDER NO. ~~C22601121291-001~~

DOCUMENT NO. 1416671 STRAIGHT BILL OF LADING

TRANSPORTER 1 Reworld Solutions VEHICLE ID # 814639  
 EPA ID # N/A TRANS. 1 PHONE 213-921-9578  
 TRANSPORTER 2 - VEHICLE ID # -  
 EPA ID # - TRANS. 2 PHONE -

DESIGNATED FACILITY			SHIPPER		
EcoVania			ATTN: Brooke Rabe		
FACILITY EPA ID #			Clean Harbors Env Services Inc		
110043237752			SHIPPER EPA ID #		
ADDRESS			NYP000001537		
2209 South 58th St			ADDRESS		
CITY			761 Middle Street Sponsor: Rockland County		
Philadelphia			Bristol		
STATE			STATE		
PA			CT		
ZIP			ZIP		
19143			06010		
CONTAINERS NO. & SIZE	TYPE	HM	DESCRIPTION OF MATERIALS	TOTAL QUANTITY	UNIT WT/VOL
26 X Pallet	CW	-	A. NON D.O.T. REGULATED (OBSOLETE EQUIPMENT)	16724	P
4 X TV	CW	-	B.		
1 X COPIER	CW	-	C.		
			D.		
			E.		
			F.		
			G.		
			H.		

SPECIAL HANDLING INSTRUCTIONS: EMERGENCY PHONE #: (800) 483-3718 GENERATOR: Clean Harbors Env Services Inc  
 A.DSROC2126AFFE OBSOLETE!  
 ROLTV: 708, ROCPGR: 256, ROCSSE: 4925, ROCCOM: 2044, ROCCOM: 0, ROLTV: 5214, FLATMON: 1297

SHIPPERS CERTIFICATION: This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SHIPPER	PRINT Robert P. Snyder	SIGN 	DATE 3-11-26
TRANSPORTER 1	PRINT 	SIGN 	DATE 3-11-26
TRANSPORTER 2	PRINT	SIGN	DATE
RECEIVED BY	PRINT	SIGN	DATE

1

EcoReworld, LLC  
2209 South 58<sup>th</sup> Street, Philadelphia, PA 19143  
Phone: (215) 921-7508

## Certificate of Recycling

**Customer Name:** Clean Harbors-Rockland County

**Generator Name:** Clean Harbors-Rockland County

**Generator Address:** 35 Fireman's Memorial Drive, Pomona, NY 10970

**Type of Material Received for Processing at EcoReworld:** Mixed Electronic Waste

**Date of Delivery:** 03/11/2026      **INNC** 17510      **BL#** 1416671

**Quantity Picked Up:** 15,654

**Type of Recycling Service Performed:** Demufacturing, Shredding, Recycling

The material identified above was received from the Generator by EcoReworld and has been handled, processed and recycled in accordance with all applicable local, state and federal regulations.

**Name:** Gordon Burgoyne, Business Manager

**Signature:** Gordon Burgoyne

**Date:** 03/31/2026

Site Address : 35 Firemans Memorial Drive Sponsor:  
 Rockland County  
 Pomona, NY 10970

P.O. No. 1000085361

SC PPW 2/24/2026

WORK ORDER NO. 2601121291-001

DOCUMENT NO. 1416672

STRAIGHT BILL OF LADING

TRANSPORTER 1 Renworld Solutions VEHICLE ID # 814639  
 EPA ID # N/A TRANS. 1 PHONE 213-921-9578  
 TRANSPORTER 2 - VEHICLE ID # -  
 EPA ID # - TRANS. 2 PHONE -

DESIGNATED FACILITY ECOvanta			SHIPPER ATTN: Brooke Rabe Clean Harbors Env Services Inc		
FACILITY EPA ID # 110043237752			SHIPPER EPA ID # NYR000001537		
ADDRESS 2209 South 58th St			ADDRESS 761 Middle Street Sponsor: Rockland County		
CITY Philadelphia		STATE PA	ZIP 19143	CITY Bristol	
				STATE CT	ZIP 06010
CONTAINERS NO. & SIZE	TYPE	HM	DESCRIPTION OF MATERIALS	TOTAL QUANTITY	UNIT WT/VOL
29 x Pallet	CW	-	ANON D.O.T. REGULATED (OBSOLETE EQUIPMENT)	18702	P
6 x TV	CW	-	B.		
0 x LOOPER	CW	-	C.		
			D.		
			E.		
			F.		
			G.		
			H.		

SPECIAL HANDLING INSTRUCTIONS: EMERGENCY PHONE #: (800) 483-3718 GENERATOR: Clean Harbors Env Services Inc  
 A DSROC2126AEEE OBSOLETE  
 ROCTV: 2541, ROCPER: 2515, ROCSBE: 4412, ROCCOM: 1285, ROCMON: 0, FLATTV: 1680, FLATMON: 1148

SHIPPERS CERTIFICATION: This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SHIPPER	PRINT Robert P. Snyder	SIGN <i>Robert P. Snyder</i>	DATE 3-25-26
TRANSPORTER 1	PRINT Robert Collins	SIGN <i>Robert Collins</i>	DATE 3-25-26
TRANSPORTER 2	PRINT	SIGN	DATE
RECEIVED BY	PRINT	SIGN	DATE

1

EcoReworld, LLC  
2209 South 58<sup>th</sup> Street, Philadelphia, PA 19143  
Phone: (215) 921-7508

## Certificate of Recycling

**Customer Name:** Clean Harbors-Rockland County

**Generator Name:** Clean Harbors-Rockland County

**Generator Address:** 35 Fireman's Memorial Drive, Pomona, NY 10970

**Type of Material Received for Processing at EcoReworld:** Mixed Electronic Waste

**Date of Delivery:** 03/25/2026      **INNC** 17565      **BL#** 1416672

**Quantity Picked Up:** 17,322

**Type of Recycling Service Performed:** Demanufacturing, Shredding, Recycling

The material identified above was received from the Generator by EcoReworld and has been handled, processed and recycled in accordance with all applicable local, state and federal regulations.

**Name:** Gordon Burgoyne, Business Manager

**Signature:** Gordon Burgoyne

**Date:** 03/31/2026

Sum of Weight	Column Labels	CPU's-Laptops-Servers*	Flat Screen Monitors*	Flat Screen TV's*	Mixed Electronics*	Peripherals*	TV - Big Screen*	TV's*	Grand Total
	INNC17510								
	1416671 03.11.26	1,934	1,177	4,724	4,265	2,316	570	668	15,654
	INNC17565								
	1416672 03.25.26	1,245	1,018	6,131	3,585	2,422	500	2,421	17,322
	<b>Grand Total</b>	<b>3,179</b>	<b>2,195</b>	<b>10,855</b>	<b>7,850</b>	<b>4,738</b>	<b>1,070</b>	<b>3,089</b>	<b>32,976</b>



# Purchase Order

The Purchase Order number below must appear on all related correspondence, shipping papers, and Invoices.  
 Clean Harbors Environmental Services, Inc.  
 42 Longwater Drive  
 Norwell, MA 02061-9149

<b>Information</b>			<b>Supplier</b>	
Order:	1000085361	REORLD SOLUTIONS, LLC - MULTIPLE		
Order Date:	03/03/2026	29023 NETWORK PLACE		
Currency:	USD	CHICAGO, IL, 60673		
Freight Term:	No Freight Charge	Supplier Number: 0000099837		
Ship Via:	Van Trailer LTL			
Payment Term:	Negotiated Terms			
Buyer:	Rabe, Brooke			
Email:	rabe.brooke@cleanharbors.com			
<b>Ship To</b>			<b>Invoice Delivery</b>	
Clean Harbors Environmental Services, Inc. 761 Middle Street Bristol, CT 06010 Attention: Rabe, Brooke			Clean Harbors Environmental Services, Inc. <a href="mailto:APPprocessing@cleanharbors.com">APPprocessing@cleanharbors.com</a> Invoice must be submitted with valid Purchase Order or Payment will not be processed.	
<b>NAICS Code</b>	<b>NAICS Industry Description</b>	<b>Company Size</b>	<b>Size Standards in Millions of Dollars</b>	<b>Size Standards in Number of Employees</b>
484220	Specialized Freight (except Used Goods) Trucking, Local	Large	\$34	
<b>Line</b>	<b>Item</b>	<b>Description</b>	<b>Quantity</b>	<b>Due Date</b>
1	DSROC2126AEE E	EQUIPMENT FOR DISMANTLE to CRS	47619.04 7 LBS	3/1/2026

THE PURCHASE ORDER IS GOVERNED BY AND SUBJECT TO BUYER'S PURCHASE ORDER GENERAL TERMS AND CONDITIONS EFFECTIVE ON THE DATE THIS PURCHASE ORDER IS RECEIVED BY SUPPLIER (HEREINAFTER REFERRED TO AS "BUYER'S PURCHASE ORDER GENERAL TERMS AND CONDITIONS"). BUYER'S PURCHASE ORDER GENERAL TERMS AND CONDITIONS ARE AVAILABLE AT [WWW.CLEANHARBORS.COM/ABOUT-US/SUPPLIER-RESOURCES](http://WWW.CLEANHARBORS.COM/ABOUT-US/SUPPLIER-RESOURCES). BUYER'S PURCHASE ORDER GENERAL TERMS AND CONDITIONS ARE INCORPORATED HEREIN IN FULL BY THIS REFERENCE AND MADE PART OF THE AGREEMENT BETWEEN SUPPLIER AND BUYER. BY PROVIDING OR SHIPPING, IN WHOLE OR IN PART, THE GOODS AND/OR SERVICES ORDERED, SUPPLIER AGREES TO AND INTENDS TO BE BOUND BY BUYER'S PURCHASE ORDER GENERAL TERMS AND CONDITIONS AND THIS PURCHASE ORDER. BUYER CONDITIONS AND LIMITS ACCEPTANCE TO BUYER'S PURCHASE ORDER GENERAL TERMS AND CONDITIONS AND THIS PURCHASE ORDER AND OBJECTS TO, AND SHALL NOT BE BOUND BY, ANY OTHER ADDITIONAL, DIFFERENT OR INCONSISTENT TERMS OR CONDITIONS IN SUPPLIER'S QUOTE, PROPOSAL, INVOICE, BID DOCUMENT, ACKNOWLEDGMENT, OR OTHER SUPPLIER DOCUMENT.

WORK ORDER NO. \_\_\_\_\_

DOCUMENT NO. **2511001** STRAIGHT BILL OF LADING

TRANSPORTER 1 Action Metal VEHICLE ID # #78  
 EPA ID # N/A TRANS. 1 PHONE 845-497-2121  
 TRANSPORTER 2 - VEHICLE ID # -  
 EPA ID # - TRANS. 2 PHONE -

DESIGNATED FACILITY <u>Action Metal</u>			SHIPPER <u>Clean Harbors Environmental Services, Inc.</u>		
FACILITY EPA ID # <u>N/A</u>			SHIPPER EPA ID # <u>NYR000001537</u>		
ADDRESS <u>602 Willow Grove Rd</u>			ADDRESS <u>35 Fireman's Memorial Drive</u>		
CITY <u>Stony Point</u>		STATE <u>NY</u>	ZIP <u>10960</u>	CITY <u>Panama</u>	
STATE <u>NY</u>		ZIP <u>10970</u>		STATE <u>NY</u>	
CONTAINERS NO. & SIZE	TYPE	HM	DESCRIPTION OF MATERIALS	TOTAL QUANTITY	UNIT WT/VOL
<u>2x Pallet</u>	<u>CW</u>	<u>-</u>	<u>A. UN2744, Batteries, Lead Acid Filled</u>	<u>4164</u>	<u>P</u>
<u>1x Drum</u>	<u>CW</u>	<u>-</u>	<u>B. OPEN HEAD STEEL DRUM (EMPTY)</u>	<u>30</u>	<u>P</u>
			<u>C.</u>		
			<u>D.</u>		
			<u>E.</u>		
			<u>F.</u>		
			<u>G.</u>		
			<u>H.</u>		
SPECIAL HANDLING INSTRUCTIONS <u>Clean Harbors 24 Hours ER. NO. 800-488-3913</u> <u>(LEAD ACID BATTERIES for Recycle)</u>					

SHIPPERS CERTIFICATION: This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SHIPPER	PRINT <u>Robert P. Snyder</u>	SIGN <u>Robert P. Snyder</u>	DATE <u>3-6-26</u>
TRANSPORTER 1	PRINT <u>Tommy D.</u>	SIGN <u>[Signature]</u>	DATE <u>3-6-26</u>
TRANSPORTER 2	PRINT	SIGN	DATE
RECEIVED BY	PRINT	SIGN	DATE

1

WORK ORDER NO. \_\_\_\_\_

DOCUMENT NO. 2511002

STRAIGHT BILL OF LADING

TRANSPORTER 1 AI's Appliance VEHICLE ID # New Truck  
 EPA ID # N/A TRANS. 1 PHONE 862-832-7522  
 TRANSPORTER 2 - VEHICLE ID # -  
 EPA ID # - TRANS. 2 PHONE -

DESIGNATED FACILITY			SHIPPER			
<u>AI's Appliance</u>			<u>Clean Harbor Environmental Services, Inc.</u>			
FACILITY EPA ID #			SHIPPER EPA ID #			
<u>N/A</u>			<u>NYR000001537</u>			
ADDRESS			ADDRESS			
<u>155 McBride Ave</u>			<u>35 Firemen's Memorial Drive</u>			
CITY		STATE	ZIP	CITY		
<u>Peterston</u>		<u>NJ</u>	<u>07501</u>	<u>Pomona</u>		
CONTAINERS NO. & SIZE		TYPE	HM	DESCRIPTION OF MATERIALS	TOTAL QUANTITY	UNIT WT/VOL
<u>1 x 241.0FF</u>		<u>CM</u>	<u>-</u>	<u>A. NON-RESPIRATED (OBSCURE EQUIPMENT)</u>	<u>305t.</u>	<u>Tomb.</u>
				B.		
				C.		
				D.		
				E.		
				F.		
				G.		
				H.		

SPECIAL HANDLING INSTRUCTIONS Clean Harbor's 24 Hour ER No.: 800-483-3718  
(OBSCURE)  
(AIR CONDITIONER, REFRIGERATOR, MIN. RESPIRATORS, MASKS AND GLOVES THIS MATTER)

SHIPPERS CERTIFICATION: This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SHIPPER	PRINT <u>Robert P. Snyder</u>	SIGN <u>Robert P. Snyder</u>	DATE <u>3-10-26</u>
TRANSPORTER 1	PRINT <u>Benjamin</u>	SIGN <u>Benjamin</u>	DATE <u>3-10-26</u>
TRANSPORTER 2	PRINT	SIGN	DATE
RECEIVED BY	PRINT	SIGN	DATE

WORK ORDER NO. \_\_\_\_\_

DOCUMENT NO. 2511004

STRAIGHT BILL OF LADING

TRANSPORTER 1 A1's Appliance VEHICLE ID # Non Truck  
 EPA ID # N/A TRANS. 1 PHONE 867-832-7300  
 TRANSPORTER 2 \_\_\_\_\_ VEHICLE ID # \_\_\_\_\_  
 EPA ID # \_\_\_\_\_ TRANS. 2 PHONE \_\_\_\_\_

DESIGNATED FACILITY <u>A1's Appliance</u>	SHIPPER <u>Clean Harbors Environmental Services, Inc.</u>
FACILITY EPA ID # <u>N/A</u>	SHIPPER EPA ID # <u>NY000001587</u>
ADDRESS <u>155 McBride Ave</u>	ADDRESS <u>35 Fireman's</u>
CITY <u>Ratison</u> STATE <u>NJ</u> ZIP <u>07501</u>	CITY <u>Romona</u> STATE <u>NY</u> ZIP <u>10970</u>

CONTAINERS NO. & SIZE	TYPE	HM	DESCRIPTION OF MATERIALS	TOTAL QUANTITY	UNIT WT/VOL
<u>1 x Roll-off</u>	<u>CM</u>	<u>-</u>	<u>A. Non-Regulated (OBSOLETE EQUIPMENT)</u>	<u>3 est.</u>	<u>Tons.</u>
			B.		
			C.		
			D.		
			E.		
			F.		
			G.		
			H.		

SPECIAL HANDLING INSTRUCTIONS Clean Harbors 24 Hour ER No. 800-483-3718  
OBSOLETE!  
(All Conditioners, Mini Pack Units, Dehumidifiers, Microprocessors, Misc HVAC Equipment)

SHIPPERS CERTIFICATION: This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SHIPPER	PRINT <u>Robert P. Snyder</u>	SIGN <u>Robert P. Snyder</u>	DATE <u>3-27-26</u>
TRANSPORTER 1	PRINT <u>A1 APO</u>	SIGN <u>[Signature]</u>	DATE <u>3-27-26</u>
TRANSPORTER 2	PRINT	SIGN	DATE
RECEIVED BY	PRINT	SIGN	DATE

WORK ORDER NO. \_\_\_\_\_

DOCUMENT NO. 2511003

STRAIGHT BILL OF LADING

TRANSPORTER 1 Paraco Gas VEHICLE ID # 622  
 EPA ID # N/A TRANS. 1 PHONE 914-664-5075  
 TRANSPORTER 2 - VEHICLE ID # -  
 EPA ID # - TRANS. 2 PHONE -

DESIGNATED FACILITY <u>Paraco Gas</u>			SHIPPER <u>Clean Harbors Environmental Services, Inc.</u>		
FACILITY EPA ID # <u>N/A</u>			SHIPPER EPA ID # <u>NYR000001537</u>		
ADDRESS <u>10 Edison Ave</u>			ADDRESS <u>35 FIREMAN'S MEMORIAL DRIVE</u>		
CITY <u>Mount Vernon</u>		STATE <u>NY</u>	ZIP <u>10550</u>	CITY <u>Potomac</u>	
CONTAINERS NO. & SIZE	TYPE	HM	DESCRIPTION OF MATERIALS	TOTAL QUANTITY	UNIT WT/VOL
<u>108</u>	<u>CY</u>	<u>-</u>	A. <u>LIQUIFIED PETROLIUM GAS, 201</u>	<u>2160</u>	<u>P</u>
			B.		
			C.		
			D.		
			E.		
			F.		
			G.		
			H.		
SPECIAL HANDLING INSTRUCTIONS <u>Clean Harbors 24 Hour ER No.: 800-483-3913</u> <u>(Propane Cylinders for Recycle)</u>					

SHIPPERS CERTIFICATION: This is to certify that the above named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

SHIPPER	PRINT <u>Robert P. Snyder</u>	SIGN <u>Robert P. Snyder</u>	DATE <u>3-25-26</u>
TRANSPORTER 1	PRINT <u>Larry Williams</u>	SIGN <u>Larry Williams</u>	DATE <u>3-25-26</u>
TRANSPORTER 2	PRINT	SIGN	DATE
RECEIVED BY	PRINT	SIGN	DATE

**Rockland Green  
Request for Proposals 2026-01  
OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

**APPENDIX D**

**CONTENT OF MONTHLY GRANT REPORTING**

# APPENDIX D

## CONTENT OF MONTHLY MATERIAL STREAM AND COST REPORTING

RFP 2026-01 - Operation and Maintenance of the Household Hazardous Waste Facility, Pomona, New York

### Purpose

The Contractor shall submit a monthly reporting and invoice backup package that clearly identifies all material streams accepted, handled, prepared, transported, recycled, treated, disposed of, segregated for separate management, or otherwise managed at the Facility.

This Appendix is intended to support Rockland Green financial review, facility recordkeeping, material tracking, and annual documentation of program activity. The Contractor is not responsible for determining how Rockland Green classifies or uses the reported data outside the Contract.

**Key Requirement: Costs, quantities, and backup documents shall be broken out by material stream. The Contractor shall not combine electronics, paint, used oil, batteries, mercury thermostats, CESQG waste, empty containers, or other separate streams into a general household hazardous waste line item.**

### 1. Monthly Submission Requirement

With each monthly invoice, the Contractor shall submit one electronic PDF copy and, if requested by Rockland Green, hard copies of the monthly material stream and cost reporting package. The package shall reconcile to the monthly invoice and to the monthly operating records required elsewhere in the RFP.

The monthly package shall include, at a minimum:

- Monthly invoice summary by cost category and material stream.
- Monthly material stream quantity report showing beginning inventory, quantity received, quantity shipped or otherwise managed, and ending inventory.
- Separate line item cost detail for contractor acceptance, segregation, preparation for shipment, transport, recycling, treatment, disposal, and other management activity.
- Separate identification of administrative, labor, fixed fee, indirect, overhead, operating, equipment, training, utility, office, and similar charges.
- Separate identification of product stewardship, take-back, return, reuse, or other separately managed streams.
- Separate identification of CESQG waste, non-HHW waste, empty containers, empty aerosol cans, alkaline batteries, miscellaneous materials, packaging, and any rejected or unusual material stream.
- Copies or identifiers for manifests, bills of lading, shipment certificates, Certificates of Destruction, weigh tickets, and other shipping or end-management records.

## 2. Required Cost Categories

Cost Category	Required Breakout	Minimum Detail Required in Monthly Invoice/Backup
A. HHW handling / transport	Separate by material stream	Costs for Contractor to accept, unload, segregate, identify, consolidate, package, label, prepare for shipment, load, or transport household hazardous waste brought to the Facility.
B. End management	Separate by material stream and destination facility	Actual recycling, treatment, disposal, or other end-management costs for each material stream, including facility name, manifest/BOL or shipment number, quantity, unit price, and total extended cost.
C. Publicity / education, if any	Separate from material handling charges	Itemized description of service, date, vendor or personnel involved, invoice amount, and supporting backup.
D. Admin / labor / fixed fee / operations	Separate from material stream charges	Staffing, program and facility operating costs, office supplies/equipment, equipment service, office maintenance, internet, telephone, utilities, health and safety equipment or training, mileage, travel, fuel, meals, or similar charges.
E. Product stewardship / take-back streams	Separate line item for each stream	Used oil, vehicle lead-acid batteries, wireless telephones, electronic waste, mercury thermostats, rechargeable batteries, paint, and similar materials shall be listed separately and shall not be combined with HHW material streams.
F. Non-HHW / CESQG / other streams	Separate line item for each stream	Include CESQG waste, alkaline batteries, empty containers, empty aerosol cans, empty paint cans, empty propane tanks, empty refrigerant cans, miscellaneous packaging, and any other category directed by Rockland Green.

If a monthly fixed fee covers multiple activities or material streams, the Contractor shall still provide material quantities by stream and shall provide a reasonable allocation or explanation of costs if requested by Rockland Green.

### 3. Required Household Hazardous Waste Material Streams

The following material streams shall be itemized as separate lines when accepted, handled, transported, recycled, treated, disposed of, or otherwise managed during the month. Rockland Green may add, delete, rename, or further subdivide categories at any time.

Material Streams - Group 1	Material Streams - Group 2
Pesticides, fungicides, and herbicides	Antifreeze
Corrosives	Vehicle fluids
Pool chemicals	Fluorescent light tubes
Driveway sealers	Compact fluorescent lamps (CFLs)
Aerosol paints and stains	Ballasts
Polishes and waxes	Photography chemicals
Adhesives	Products containing mercury, excluding thermostats
Solvents	Propane gas cylinders that still contain propane
Hazardous cleaning products	Other Rockland Green-directed HHW stream

### 4. Other Accepted or Separately Managed Streams

The following streams shall be reported separately from the household hazardous waste material streams listed above. These materials shall not be rolled into generic HHW, Other HHW, or miscellaneous line items unless Rockland Green provides written approval.

Product Stewardship / Take-Back / Separate Stream	Non-HHW / Miscellaneous / Separately Managed Stream
Used oil	Explosives, ammunition, emergency flares, or similar unusual materials
Vehicle lead-acid batteries	Empty containers and miscellaneous packaging
Wireless telephones	Empty aerosol cans
Electronic waste, including computers, monitors, televisions, printers, tablets, phones, and related items	Alkaline batteries
Mercury thermostats	Asbestos, bulk metal, white goods, construction and demolition debris
Rechargeable batteries	Latex paint, empty paint cans, empty propane tanks, empty refrigerant cans
Paint, including latex paint and other paint handled through a take-back, stewardship, or similar separate stream	Radioactive material, pharmaceutical waste, household medical waste, regulated medical waste
	CESQG waste
	Farm waste, smoke detectors, fire extinguishers, tires, and any other category directed by Rockland Green

## 5. Required Monthly Material Stream Detail

The Contractor shall provide a monthly table in substantially the following format. The example entries below are for formatting only and shall be replaced with actual monthly data.

Material Stream	Beg. Inv.	Received	Shipped / Managed	End Inv.	Unit	Handling / Transport Cost	End Mgmt. Cost	Total Charge	Backup Ref.
Pesticides - liquid	35	210	180	65	gal	\$495.00	\$585.00	\$1,080.00	M-001 / BOL-21
Pesticides - solid	80	420	390	110	lb	\$682.50	\$858.00	\$1,540.50	M-001 / BOL-21
Corrosives	20	85	70	35	gal	\$175.00	\$217.00	\$392.00	M-002
Pool chemicals	60	125	150	35	lb	\$292.50	\$420.00	\$712.50	BOL-22
Driveway sealers	10	60	55	15	gal	\$132.00	\$165.00	\$297.00	M-003
Aerosol paints and stains	95	240	260	75	lb	\$286.00	\$403.00	\$689.00	M-004
Polishes and waxes	12	48	40	20	gal	\$92.00	\$116.00	\$208.00	M-005
Adhesives	15	70	60	25	gal	\$156.00	\$210.00	\$366.00	M-005
Solvents	40	190	175	55	gal	\$525.00	\$717.50	\$1,242.50	M-006
Hazardous cleaning products	25	115	100	40	gal	\$250.00	\$310.00	\$560.00	M-007
Antifreeze	50	275	250	75	gal	\$250.00	\$300.00	\$550.00	BOL-23
Vehicle fluids	30	160	140	50	gal	\$336.00	\$420.00	\$756.00	M-008
Fluorescent light tubes	300	850	900	250	lb	\$450.00	\$585.00	\$1,035.00	BOL-24
CFLs and ballasts	50	165	150	65	lb	\$135.00	\$225.00	\$360.00	BOL-24
Photography chemicals	8	38	36	10	gal	\$93.60	\$122.40	\$216.00	M-009
Mercury products, excluding thermostats	5	18	20	3	lb	\$160.00	\$440.00	\$600.00	M-010
Propane cylinders with propane	12	44	48	8	count	\$240.00	\$336.00	\$576.00	BOL-25

Required table notes: Beginning inventory plus received quantity, less shipped or otherwise managed quantity, shall reconcile to ending inventory unless the Contractor provides an explanation acceptable to Rockland Green. Each shipment reference shall correspond to supporting shipping documents, weight tickets, Certificates of Destruction, or other end-management documentation.

### 6. Required Separate Stream Detail

The Contractor shall separately report accepted materials that are managed through product stewardship, take-back, return, compassionate reuse, or other separate handling arrangements, as well as materials that are not ordinary household hazardous waste streams.

Separate Stream	Quantity Received	Quantity Shipped / Removed	Unit	Charge Type	Amount	Backup Ref.	Notes
Electronic waste	3,250	3,100	lb	Separate stream handling	\$0.00 / included in fixed fee	EW-001	Do not combine with HHW
Paint - stewardship stream	1,425	1,300	gal	Separate stream handling	\$0.00 / included in fixed fee	PT-001	Separate from aerosol paints/stains
Used oil	325	300	gal	Separate stream handling	\$0.00 / included in fixed fee	UO-001	Do not combine with vehicle fluids unless approved
Vehicle lead-acid batteries	680	700	lb	Separate stream handling	\$0.00 / included in fixed fee	BAT-001	Separate from household batteries
Rechargeable batteries	145	120	lb	Separate stream handling	\$0.00 / included in fixed fee	BAT-002	Separate from alkaline batteries
Mercury thermostats	21	18	count	Separate stream handling	\$0.00 / included in fixed fee	HG-001	Separate from other mercury products
Alkaline batteries	260	250	lb	Other material stream	\$0.00 / included in fixed fee	ALK-001	Separate line item
Empty containers / packaging	95	90	lb	Other material stream	\$0.00 / included in fixed fee	EC-001	Separate line item
CESQG waste	450	425	lb	CESQG handling/end management	\$1,275.00	CESQG-001	Invoice separately if required by RFP

If the Contractor receives a material that is not listed in this Appendix, the Contractor shall add a new line item and describe the material, quantity, unit of measure, handling method, destination, charge type, and supporting document references.

### 7. Monthly Invoice Summary Format

Invoice Section	Description	Current Month Amount	Backup Required
HHW handling / preparation / transport	Subtotal of all household hazardous waste stream handling and transport costs	\$8,820.50	Material stream table and shipment references
HHW recycling / treatment / disposal	Subtotal of all household hazardous waste end-management costs	\$11,384.90	Manifest/BOL, COD, destination facility invoice, weight ticket
Separate product stewardship / take-back / return streams	Subtotal for electronics, paint, used oil, lead-acid batteries, rechargeable batteries, thermostats, wireless phones, etc.	\$0.00 / included in fixed fee	Separate stream table
CESQG / other separately billed material	Subtotal for CESQG waste and other separate invoice material	\$1,275.00	CESQG certification, weight ticket, shipment backup
Administrative / labor / fixed fee / facility operating costs	Subtotal of monthly fixed fee and other non-material cost lines	\$42,000.00	Labor report, invoice narrative, fixed fee support
Publicity / education services, if provided by Contractor	Subtotal for itemized services provided during the month	\$0.00	Copies of materials, dates, vendor invoices
Total Invoice Amount	Total of all sections above	\$63,480.40	Invoice certification

### 8. Required Backup Checklist

The monthly package shall include the following backup, as applicable. Rockland Green may reject or withhold processing of an invoice until the backup is complete.

- Monthly invoice summary by cost category and material stream.
- Monthly material stream quantity detail with beginning inventory, received quantity, shipped or managed quantity, and ending inventory.
- Daily vehicle/intake logs and car count backup.
- Monthly Waste Acceptance Form, Monthly CESQG Waste Form, and Monthly Unacceptable Waste Form, as applicable.
- Monthly Waste Shipment Report with Vehicle Shipment Inventory.
- Manifest, bill of lading, shipment certificate, Certificate of Destruction, destination facility invoice, or other end-management documentation for each shipment.
- Certified weigh tickets or other quantity verification documents.
- Inventory of Waste and Container Storage Diagram backup where needed to reconcile monthly quantities.
- Labor report and any administrative/fixed fee backup required by the RFP or requested by Rockland Green.
- Narrative explanation of any unusual material, rejected material, emergency handling, spill response, correction, quantity variance, or stream reclassification.

### 9. Contractor Certification

Each monthly package shall include the following certification, signed by the Contractor Project Manager and the Contractor invoice contact:

**I certify that the invoice and attached monthly material stream and cost reporting package are true and accurate to the best of my knowledge; that quantities and costs have been separately identified by material stream and activity category; that no material stream has been combined with another stream except as expressly shown in the report; and that the supporting records referenced in the report are attached or available for Rockland Green review.**

Contractor Name	
Reporting Period	
Project Manager Name / Title	
Project Manager Signature / Date	
Invoice Contact Name / Title	
Invoice Contact Signature / Date	

### 10. Rockland Green Review Notes

Rockland Green may request additional detail, supporting documentation, revised stream descriptions, or revised cost allocations at any time. The Contractor shall revise the monthly reporting format if directed by Rockland Green to improve clarity, reconcile quantities, or align the report with Facility operations.

**Rockland Green  
Request for Proposals 2026-01  
OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

**APPENDIX E**

**SERVICE CONTRACT**

**HOUSEHOLD HAZARDOUS WASTE FACILITY  
OPERATION AND MAINTENANCE SERVICE AGREEMENT**

**BETWEEN**

**ROCKLAND GREEN**

**and**

---

**Dated as of \_\_\_\_\_, 2026**

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**THIS AGREEMENT** made the \_\_\_ day of \_\_\_\_\_, **2026**, by and between **ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY a/k/a ROCKLAND GREEN**, a New York State public authority having an office and place of business at 172 Main Street, Nanuet, New York 10954 (hereafter “Rockland Green”) and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, having an office and principal place of business at \_\_\_\_\_ (hereafter the “Contractor”)

### **RECITALS**

**WHEREAS**, in 1992, the New York State Department of Environmental Conservation approved Rockland County’s (the “County”) Final Integrated Solid Waste Management Plan and Generic Environment Impact Statement (the “SWMP/GEIS”); and

**WHEREAS**, the SWMP/GEIS requires the County to reduce both the volume and toxicity of its waste stream; and

**WHEREAS**, the Rockland County Solid Waste Management Authority a/k/a Rockland Green was formed in accordance with section 2053(e), et seq., of the Public Authorities Law of the State of New York (the “State”), and Resolution No. 301 of 1994 of the County Legislature to implement certain provisions of the SWMP/GEIS, including the requirement to reduce the volume and toxicity of the County’s waste stream; and

**WHEREAS**, many common household, garden, and automotive products contain toxic substances and must be disposed of as hazardous substances or wastes, thus, these household products are known as “household hazardous wastes”; and

**WHEREAS**, in order to facilitate more comprehensive waste toxicity reduction under the SWMP/GEIS, the County constructed and permitted a permanent household hazardous waste facility (the “Facility”) on a one-acre portion of its Firemen’s Training Center in Pomona, New York, for the collection, temporary storage, transportation and environmentally-safe disposal of household hazardous waste generated within the County of Rockland; and

**WHEREAS**, pursuant to an agreement between the County and Rockland Green, Rockland Green was granted a license by the County to operate and maintain the Facility and to

be solely and wholly responsible for all costs, fees, and expenses, including without limitation, all charges for the collection, consolidation and disposal of household hazardous waste accepted for disposal at the Facility; and

**WHEREAS**, pursuant to such agreement between the County and Rockland Green, the County assigned to Rockland Green its Facility Permit issued by the New York State Department of Environmental Conservation (the “DEC”), and Rockland Green subsequently renewed said Facility Permit in the name of Rockland Green; and

**WHEREAS**, Rockland Green is authorized to issue a Request for Proposals (“RFP”) and, pursuant thereto, to award a contract to a company with expertise in the handling, transportation, treatment and disposal of household hazardous waste to operate and maintain the Facility; and

**WHEREAS**, Rockland Green conducted such a procurement and received \_\_\_\_ proposals in response to its RFP, including a proposal from \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_; and

**WHEREAS**, at a duly held meeting of the Rockland Green Board on \_\_\_\_\_, 2026, the Rockland Green Board, accepted the proposal submitted by \_\_\_\_\_, and authorized the negotiation and execution of an agreement with \_\_\_\_\_ (the “Contractor”) to operate and maintain the Facility; and

**WHEREAS**, the parties hereto wish to enter into a contractual relationship pursuant to which Contractor will operate and maintain the Facility and properly manage, treat and dispose of the household hazardous waste received and accepted at the Facility; and

**WHEREAS**, the execution and delivery of this Agreement by Contractor has been duly authorized by all necessary corporate action;

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

**ARTICLE I**  
**DEFINITIONS AND INTERPRETATION**

**SECTION 1.1. DEFINITIONS.**

All terms used and not otherwise defined shall have the meanings assigned in Article I. All subsection, Section and Appendix references shall be to this Agreement unless otherwise indicated. As used in this Agreement, the following terms shall have the meanings set forth below:

**“Abandoned Acceptable Waste”** shall have the meaning specified in subsection 4.2(C) (Abandoned Acceptable Waste).

**“Acceptable Waste”** means Household Hazardous Waste, as defined in 6 New York Code Rules and Regulations (“NYCRR”) 360 – Solid Waste Management Facilities for Household Hazardous Waste, generated from Rockland County households and CESQGs located in Rockland County, which is received and accepted at the Facility by the Contractor. Acceptable Waste includes, but is not limited to, Electronic Waste, Paint Waste and those other types of Household Hazardous Waste listed in Appendix 2 of this 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.

**“Agreement”** means this Household Hazardous Waste Facility Operation and Maintenance Service Agreement between the Contractor and Rockland Green for the operation and maintenance of the Facility and proper management, treatment and disposal of the Acceptable Waste received at the Facility, including the Appendices, as the same may be amended or modified from time to time in accordance herewith.

**“Alternate Facility”** means an alternate processing facility approved by Rockland Green to be used for processing Acceptable Waste when the Facility is not available.

**“Annual Settlement Statement”** has the meaning specified in Section 6.5 (Annual Settlement).

“**Appendix**” means an appendix to this Agreement, as the same may be amended or modified from time to time in accordance hereof.

“**Applicable Law**” means any law, rule, code, standard, regulation, requirement, consent policy, decree, consent order, consent agreement, permit, guideline, action, determination or order of, or Legal Entitlement issued or deemed to be issued by, any professional or industry organization or society or any Governmental Body having jurisdiction, applicable from time to time to the operation or maintenance of the Facility; to the transfer, handling, storage, hauling, transportation, shipping, treatment and end management of Acceptable Waste and Unacceptable Waste; or to any other transaction or matter contemplated hereby (including any of the foregoing which concern procurement, contracting, health, safety, fire, environmental protection, Household Hazardous Waste processing and disposal, quality and use, labor relations, mitigation monitoring plans, building codes, nondiscrimination and the payment of minimum or prevailing wages), as such may from time to time be amended or supplemented.

“**Audit Report**” has the meaning specified in subsection 3.16(B) (Audit Report).

“**Billing Month**” means each calendar month in each Contract Year, except that (1) the first Billing Month shall begin on the Contract Date and shall continue to the last day of the month in which the Contract Date occurs and (2) the last Billing Month shall end on the last day of the Term of this Agreement. Any computation made on the basis of a Billing Month shall be adjusted on a pro rata basis to take into account any Billing Month of less than the actual number of days in the month to which such Billing Month relates.

“**Certificate of Destruction**” means documentation, in a form acceptable to Rockland Green and issued by the End Management Facility, certifying to proper treatment, destruction, reuse, recycling and/or disposal of waste received at the Facility.

“**CESQGs**” means conditionally exempt small quantity generators, as defined in 6 New York Code of Rules and Regulations (“NYCRR”), section 371.1(f), which are government agencies, non-profits and schools located in Rockland County and have received prior written approval from Rockland Green to deliver Acceptable Waste to the Facility.

“**Change in Law**” means any of the following events or conditions that occur after the execution of this Agreement and during the Term hereof and which has a material and adverse effect on the performance by the parties or their respective obligations under this Agreement (except for payment obligations):

(A) Inclusions: A “Change in Law” shall include:

(1) the enactment, adoption, promulgation, issuance, modification or written change in administrative or judicial interpretation of any federal, state or local law (except as set forth in the exclusion in (B) below), regulation, rule, requirement, guideline, ruling, ordinance, or permit, unless such law, regulation, rule, requirement, ruling, ordinance or permit 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;

(2) the order and/or judgment of any federal, state or local court, administrative agency or Governmental Body or officer, 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 Contractor 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; or

(3) 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 this 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 Contractor 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.

(B) Exclusions: A “Change in Law” shall not include:

(1) a change in Applicable Law pertaining to Taxes;

(2) a change in the law of any foreign country;

(3) 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 or burdensome requirements on the Contractor than those set forth in the obligations contained herein;

(4) any change in interpretation, however stringent, by a Governmental Body of the meaning of the terms and conditions of the Legal Entitlements in force as of the Contract Date;

(5) union work rules, demands or requirements, which modifies the number of employees required to be employed and causes an increase in Contractor's projected or actual cost of providing the Contract Services;

(6) a change in law pertaining to prevailing wages; or

(7) any change to the Part 360 Regulations which are consistent with the proposed draft Part 360 Regulations published by the DEC on or before the Contract Date.

**“Chemical Waste Technician”** has the meaning set forth in subsection 3.8(A) (Staffing and Personnel).

**“Container Identification Number”** means the unique number given to each container used by the Contractor to store Acceptable Waste at the Facility.

**“Compassionate Reuse”** means the repurposing and/or reuse of delivered materials removed from the Facility by Authority approved non-profit organizations, or such other organizations approved by Rockland Green.

**“Container Storage Diagram”** means a diagram showing the Container Identification Number of each container and the exact location of each container currently stored at the Facility.

**“Contingency/Emergency Response Equipment”** means all medical and other supplies needed for responding to a release, spill, fire, explosion, or other type of emergency.

**“Contingency/Emergency Response Plan”** has the meaning specified in Section 3.6 (Contingency/Emergency Response Plan).

**“Contract Administration Memorandum”** has the meaning specified in Section 3.20 (Administrative Communications).

**“Contract Date”** means \_\_\_\_\_ 2026.

**“Contract Representative”** means the person designated pursuant to subsection 3.18(B) (Service Coordination and Contract Administration).

**“Contract Services”** means everything required to be furnished and done for and relating to the Facility by the Contractor pursuant to the terms of this Agreement. Contract Services include employment and furnishing of all labor, materials, equipment, supplies, tools, storage,

transportation, insurance, delivery and other things and types of services necessary for the full performance of the Contractor's operation, maintenance, management and related obligations under this Agreement, and all of the Contractor's administrative, accounting, recordkeeping, reporting, notification and similar responsibilities of every kind whatsoever under this 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) Good Industry Practice; (3) the Operating Plan; (4) the Health and Safety Plan; (5) the Contingency/Emergency Response Plan; (6) applicable equipment manufacturers' specifications; (7) applicable Insurance Requirements; and (8) any other standard, term, condition or requirement specifically provided in this Agreement to be observed by the Contractor. Section 1.2 shall govern issues of interpretation related to the applicability and stringency of the Contract Standards.

**"Contract Year"** means the calendar year commencing on January 1 in any year and ending on December 31 of the same year; provided, however, that the first Contract Year shall commence on the Contract Date and shall end on December 31 of the same year, and the last Contract Year shall commence on January 1 prior to the date this Agreement expires or is terminated, whichever is appropriate, and shall end on the last day of the Term of this Agreement or the effective date of any termination, whichever is appropriate. Any computation made on the basis of a Contract Year shall be adjusted on a pro rata basis to take into account any Contract Year of less than 365/366 days.

**"Contractor"** means \_\_\_\_\_, and its permitted successors and assigns, with which Rockland Green has entered into this Agreement to perform the Contract Services.

**"Contractor Fault"** means the falsity of any material representation made by the Contractor under this Agreement or any breach, failure, non-performance or non-compliance by the Contractor with its obligations hereunder caused by any willful or negligent act, error or omission by the Contractor, its officials, agents, employees, representatives or independent contractors or Subcontractors which materially and adversely affects Rockland Green's performance or rights or obligations under this Agreement.

**"Contractor Insurance"** means the insurance required to be obtained and maintained by the Contractor throughout the Term of this Agreement, as set forth in Appendix 13.

**“County”** means the Rockland County Department of Health.

**“Daily Labor Fee”** means the daily fee charged for the provision of services of additional Chemical Waste Technicians at the Facility, as set forth in Section 6.1 (Service Fee) and Appendix 12.

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

**“Electronic Waste”** means Acceptable Waste having electronic components, which is received and accepted at the Facility by the Contractor. Electronic Waste includes, but is not limited to, computer equipment, printers, ink cartridges, scanners, fax, copy and answering machines, televisions, radios, tape decks, compact disk players, VCRs, DVD players, telephones, cell phones, and pagers, as provided in Appendix 2 of this Agreement and as defined by State law.

**“Encumbrances”** means any Lien, lease, mortgage, security interest, charge, judgment, judicial award, attachment or encumbrance of any kind with respect to the Facility.

**“End Management Facility”** means an Authority-approved final end disposal site for the Acceptable Waste transported from the Facility.

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

**“Equipment”** means materials and supplies, as listed in Appendix 3 (Equipment, Ancillary Equipment, and Emergency Equipment), that are necessary to operate and maintain the Facility effectively and efficiently, as of the Contract Date or that are installed, replaced or modified during the Term of this Agreement.

**“Event of Default”** means, with respect to the Contractor, those items specified in Section 7.2 (Events of Default by the Contractor) and with respect to Rockland Green, those items specified in Section 7.3 (Events of Default by Rockland Green).

**“Facility”** means the Household Hazardous Waste Facility located on Firemen’s Memorial Drive in Pomona, New York, including all property within the fence line.

**“Facility Permit”** means the 6 NYCRR 360 solid waste management permit (Permit Number 3-3926-00267/00005) issued by the DEC to Rockland Green for operation of the Facility.

**“Facility Site”** means the real property located on Firemen’s Memorial Drive in Pomona, New York, including all property within the fence line and all structures, as provided in Appendix 1.

**“Fees and Costs”** means reasonable fees and expenses of employees, attorneys, expert witnesses, consultants and other persons, and costs of transcripts, printing of briefs and records on

appeal, copying and other reimbursed expenses, and expenses reasonably incurred in connection with any investigating, preparing for, defending or otherwise appropriately responding to any Legal Proceeding.

**“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 hazardous waste management industry.

**“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.

**“Health and Safety Coordinator”** means a Certified Industrial Hygienist, or Certified Safety Professional retained or employed by Contractor and designated as the person who shall be responsible for the development and implementation of the Health and Safety Plan.

**“Health and Safety Plan”** has the meaning specified in Section 3.7 (Health and Safety Plan).

**“Household Hazardous Waste”** shall have the meaning stated in 6 NYCRR 360 – “Solid Waste Management Facilities” for household hazardous waste, as amended from time to time.

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

**“Invoice”** has the meaning set forth in subsection 6.2(A) (Invoices).

**“Labor Report”** shall have the meaning set forth in subsection 3.16(A)(5) (Labor Report).

**“Legal Entitlement”** means all permits, licenses, registrations, approvals, authorizations, consents, 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 Facility, or

operation of the Facility, or the performance of any other Contractor obligation under this Agreement.

**“Legal Proceeding”** means every action, suit, litigation, administrative proceeding, and other legal or equitable proceeding arising out of the obligations of the parties under or having a bearing upon this Agreement.

**“Lien”** means any and every lien against the Facility or the Facility Site or against any monies due or to become due from Rockland Green to the Contractor under this Agreement, for or on account of the performance of the Contract Services, including without limitation mechanics’ and lenders’ liens.

**“Loss-and-Expense”** means any and all actual loss, liability, forfeiture, obligation, damage, fine, deposit, charge, Tax, delay, penalty, judgment, cost, or expense, including all Fees-And-Costs, except as expressly excluded or limited by this Agreement.

**“Monthly Fixed Fee for Facility Operation and Maintenance”** means the monthly fixed fee payable by Rockland Green to the Contractor for the Operation and Maintenance of the Facility as further set forth in in subsection 6.1(A) (Service Fee).

**“Monthly Report”** shall have the meaning set forth in Section 3.16 (Periodic Reports).

**“Monthly Waste Shipment Report”** shall have the meaning set forth in Section 3.16 (Periodic Reports).

**“Normal Operating Hours”** shall have the meaning set forth in subsection 4.3(B).

**“Normal Receiving Hours”** shall have the meaning set forth in subsection 4.3(A).

**“Operating Assets”** means all equipment, accessories, structures, items and appurtenances necessary for the Facility to be complete and fully operational.

**“Operating Plan”** has the meaning set forth in Section 3.5 (Operating Plan).

**“Operations Bond”** has the meaning specified in subsection 9.2(A) (Operations Bond).

**“Operations Foreman”** has the meaning set forth in subsection 3.8(A)(2) (Staffing and Personnel Training).

**“Other CESQGs”** means conditionally exempt small quantity generators, as defined in 6 New York Code of Rules and Regulations (“NYCRR”), section 371.1(f), which have received prior written approval from Rockland Green to deliver Acceptable Waste to the Facility, but are not government agencies, non-profits or schools, and which are billed directly by the Contractor, as provided in subsection 4.4(D)(2).

**“Paint Waste”** means colored or non-colored substances used for decorative or protective coating, including, but limited to, oil based paint and primers, latex based paint and primers, coatings, stains, rust inhibitors, related residues and mixtures containing the foregoing as well as substances typically added to paints, primers, coatings and stains, such as paint thinners. Paint Waste is Acceptable Waste as further identified in Appendix 2.

**“Prevailing Wage Law”** has the meaning set forth in subsection 3.13(B).

**“Progress Meetings”** has the meaning set forth in Section 3.19 (Communications and Meetings).

**“Project Manager”** has the meaning set forth in subsection 3.8(A)(1) (Staffing and Personnel Training).

**“Renewal Term”** has the meaning set forth in Section 8.2 (Term of Agreement).

**“RFP”** means the Request for Proposals prepared and issued by Rockland Green to procure a private contractor to operate and maintain the Facility and arrange for the transportation and disposal of Acceptable Waste to End Management Facilities approved by Rockland Green, and any addendum thereto.

**“Rockland Green Designee”** means certain representatives of the Rockland County Department of Health who, pursuant to contract with Rockland Green, provide oversight of the Facility and its operations.

**“Rockland Green Fault”** means any breach (including the falsity of any material representation made by Rockland Green under this Agreement), failure, non-performance or non-compliance by Rockland Green with its obligations under this Agreement to the extent not directly attributable to any Uncontrollable Circumstance or Contractor Fault that materially and adversely affects the Contractor’s performance or rights or obligations under this Agreement.

**“Rockland Green Holidays”** means New Year’s Day, Martin Luther King, Jr. Day, Lincoln’s Birthday, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, and Christmas Day, or the days designated by Rockland Green for observance of the foregoing holidays.

**“Rockland Green Indemnified Parties”** has the meaning specified in Section 9.4 (Indemnification).

**“Safety Officer”** means Contractor’s on-site employee with responsibility for the day-to-day implementation and enforcement of the Health and Safety Plan.

**“Security Instruments”** has the meaning set forth in Section 9.2 (Security for Contractor Obligations).

**“Senior Supervisors”** has the meaning specified in subsection 3.18(C) (Contractor’s Senior Supervisors).

**“Service Fee”** and each of the components thereof shall have the meanings ascribed to such terms in Section 6.1 (Service Fee).

**“Shipment Certificate”** has the meaning set forth in Section 4.6(E) (Waste Shipping and End Management).

**“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, rubbish, ashes, contained gaseous material, excluding Acceptable Waste.

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

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

**“Subcontractor”** means every person (other than employees of the Contractor) employed or engaged by the Contractor or any person directly or indirectly in privity with the Contractor (including every sub-subcontractor of whatever tier) for any portion of the Contract Services set forth in this 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 imposed by a Governmental Body, or any payment in lieu thereof, and any related interest, penalties or additions to tax.

**“Term”** has the meaning set forth in Section 8.1 (Term of Agreement).

**“Termination Date”** has the meaning set forth in Section 7.4 (Procedure for Termination for Cause).

**“Unacceptable Waste”** means and includes material from outside of Rockland County, asbestos, appliances (other than small Freon-containing appliances), tires, explosives, shock sensitive material, incendiary devices, polychlorinated biphenyls (PCBs), construction and demolition waste, regulated medical, infectious and biological waste, controlled substances, radioactive materials, compressed gases (e.g., oxygen cylinders, acetylene cylinders, etc.) (other

than propane tanks up to 20 pound capacity), and any waste deemed unacceptable in the Facility Permit and deemed unacceptable by Applicable Law.

**“Uncontrollable Circumstances”** means any act, event or condition that is beyond the reasonable control of the party relying thereon as justification for not performing an obligation or complying with any condition required of such party under this Agreement, and that materially interferes with or materially increases the cost or time required for performing its obligations hereunder (other than payment obligations), to the extent that such act, event or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such party 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.

(A) **Inclusions:** Subject to the foregoing, Uncontrollable Circumstances shall include the following:

- (1) a Change in Law, except for changes in laws relating to the prevailing wage;
- (2) naturally occurring events (but not including weather conditions normal for the northeast region of the United States) such as landslide, earthquake, fires, flood, hurricanes, tornadoes, lightning, epidemics and other acts of God;
- (3) explosion, sabotage, terrorism, or similar occurrence, acts of a declared public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
- (4) 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 this Agreement;
- (5) any failure of title or license to the Facility or any enforcement of any lien, charge or encumbrance on the Facility did not consent to in writing by, or arising out of any action or agreement entered into by, either party to this Agreement.

(B) **Exclusions:** It is specifically understood that none of the following acts, events, circumstances or conditions shall constitute Uncontrollable Circumstances, and shall not entitle the Contractor to any price, fee, schedule or other adjustments or relief hereunder:

- (1) general economic conditions, interest or inflation rates, or currency fluctuation;

(2) changes in the financial condition of the Contractor, any of its Affiliates or any Subcontractor affecting their ability to perform their respective obligations;

(3) the consequences of error or omission or failure to exercise reasonable diligence by the Contractor, or any of its employees, agents, contractors, Subcontractors of any tier, suppliers or Affiliates in the performance of the Contract Services;

(4) the failure of the Contractor to secure patents or licenses or similar authorizations in connection with the technology necessary to perform its obligations hereunder;

(5) the failure of any Subcontractor at any time for any reason to furnish labor, services, material, supplies or equipment on the dates agreed to;

(6) strikes, work stoppages, or other labor disputes or disturbances;

(7) 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 Contractor or any Subcontractor of performing the Contract Services;

(8) any failure in Contractor trucking services;

(9) any increase for any reason in premiums charged by the Contractor's insurers or the insurance markets generally for the required Contractor Insurance;

(10) any impact of prevailing wages, laws or rates on the Contractor's or its Subcontractors' costs with respect to wages and benefits; and

(11) any act, event or circumstance occurring outside of the United States.

**“Unsafe Waste”** has the meaning set forth in subsection 4.4(F) (Unsafe Waste).

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

**“Vehicle Count”** shall mean a count of the number of vehicles delivering Acceptable Waste in any quantity to the Facility, as set forth in subsection 4.4(A)(1) (Periodic Reports).

**“Vehicle Shipment Inventory”** has the meaning set forth in subsection 4.6(E) (Waste Removal and Shipment).

**“Vehicle Shipment Number”** has the meaning set forth in subsection 4.6(E) (Waste Removal and Shipment).

**“Vehicle Unit Fee”** has the meaning set forth in Section 6.1 (Service Fee) and Appendix 12.

“**Waste Inventory and Container Storage Diagram**” has the meaning set forth in subsection 4.5(C) (Waste Inventory and Container Storage Diagram).

“**Waste Inventory Form**” has the meaning set forth in subsection 4.5(C) (Waste Inventory and Container Storage Diagram).

“**Weekend Collection Days**” means the weekend days, one each month on alternating Saturdays and Sundays, on dates designated annually by Rockland Green during which Acceptable Waste will be received at the Facility during the Contract Year, as provided in Appendix 19 (Facility Operations Schedule).

## **SECTION 1.2. INTERPRETATION.**

In this Agreement, unless the context otherwise requires:

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

(B) Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated by this Agreement and nothing in this Agreement is intended to confer on any person other than the parties, or a designee specifically stated in the Agreement, and their respective permitted successors and assigns hereunder any rights or remedies under or by reason of this Agreement. Without limiting the generality of the foregoing, this Agreement shall completely and fully supersede all other understandings and agreements among the parties with respect to such transactions, including those contained in the RFP, the proposal of the Contractor submitted in response to the RFP, and any amendments or supplements to the RFP or to the proposal.

(C) Conflicts in Standards. In the event of a conflict between any provisions of this Agreement (including the Appendices) imposing any requirement, obligation, standard or guarantee on the Contractor, the higher or more stringent requirement, obligation, standard or guarantee shall apply, as determined by Rockland Green. As used herein, the “most stringent” shall mean the applicable Contract Standard that is most beneficial to Rockland Green. The parties shall resolve all issues of interpretation not related to stringency according to the dispute resolution provisions set forth in Article VII.

(D) Good Industry Practice. Good Industry Practice shall be utilized hereunder, among other things, to implement and in no event displace or lessen the stringency of the Contract Standards.

(E) Delivery of Documents in Electronic Format. In this Agreement, the Contractor is obligated to deliver reports, records, forms, and other documentary submittals in connection with the performance of its duties hereunder. The Contractor agrees that all such documents shall be submitted to Rockland Green both in printed form (in the number of copies indicated) and, in electronic format. Electronic copies shall consist of computer readable data submitted in any standard interchange format which Rockland Green may reasonably request to facilitate the administration and enforcement of this Agreement.

(F) Drafting Responsibility. Notwithstanding Rockland Green's having assumed primary drafting responsibility for the main body and certain Appendices to this Agreement, or the Contractor's having assumed primary drafting responsibility for certain Appendices of this Agreement, neither party shall be held to a higher standard than the other party in the interpretation or enforcement of this Agreement as a whole or any portion hereof as a result of having assumed such drafting responsibility.

(G) Third Party Rights. Except as set forth herein, this Agreement is exclusively for the benefit of Rockland Green and the Contractor and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other rights. Provided, however, the parties acknowledge that by virtue of the County's ownership of the Facility building and the oversight and involvement of certain County employees in the Facility operations, the County shall have certain rights, as provided herein.

(H) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(I) Applicable Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the State of New York.

(J) Severability. If any clause, provision, subsection, Section or Article of this Agreement shall be ruled invalid by any court of competent jurisdiction, then the parties shall: (1) promptly meet and negotiate a substitute for such clause, provision, subsection, Section or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein; (2) if necessary or desirable to accomplish item (1) above, apply to the court having declared such

invalidity for a judicial construction of the invalidated portion of this Agreement; and (3) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

(K) References Hereto. The terms “hereby,” “hereof,” “herein,” “hereunder” and any similar terms refer to this Agreement.

(L) 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.

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

(N) References to Days. All references to days herein are to calendar days, including Saturday, Sundays and holiday, except as otherwise specifically provided.

(O) References to Including. All references to “including” herein shall be interpreted as meaning “including without limitation.”

(P) References to Knowledge. All references to “knowledge,” “knowing,” “know” and “knew” shall be interpreted as references to a party having actual knowledge.

(Q) Defined Terms. The definitions set forth in Section 1.1 hereof shall control in the event of any conflict with the definitions used in the recitals.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

### **SECTION 2.1. AUTHORITY REPRESENTATIONS AND WARRANTIES.**

Rockland Green represents and warrants that:

(A) Existence and Powers. Rockland Green is a body politic and corporate constituting a public benefit corporation of the State, with full legal right, power and authority to enter into and

perform its obligations under this Agreement. Rockland Green has all requisite right, power and authority to operate the Facility, to issue an RFP for, and to award and execute, this Agreement, and to compensate the Contractor as provided herein.

(B) Due Authorization and Binding Obligation. Rockland Green has duly authorized the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by Rockland Green and constitutes a legal, valid and binding obligation of Rockland Green, enforceable against Rockland Green in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, or other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution nor the delivery by Rockland Green of this Agreement nor the performance by Rockland Green of its obligations hereunder nor the consummation by Rockland Green of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation currently in effect and applicable to Rockland Green, (2) conflicts with, violates or results in a breach of any terms or conditions of any judgment, decree, agreement or instrument to which Rockland Green is a party or by which Rockland Green or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(D) No Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Body, or any approval of voters by referendum or otherwise, is required for the valid execution, delivery and performance by Rockland Green of this Agreement, except as such have been duly obtained or made.

(E) No Legal Proceeding. There is no Legal Proceeding, at law or in equity, before or by any court or governmental authority, pending or, to Rockland Green's knowledge, threatened against Rockland Green which could reasonably be expected to have a material and adverse effect on the execution or delivery of this Agreement or the validity or enforceability of this Agreement or on the ability of Rockland Green to perform any of its obligations hereunder.

(F) No Legal Prohibition. Rockland Green 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 Rockland Green of this Agreement and the transactions contemplated hereby, other than the need to obtain all Legal Entitlements necessary for the operation and maintenance of the Facility.

(G) Facility Information. To the best of its knowledge, Rockland Green has made available to the Contractor information pertaining to the Facility Site which Rockland Green has developed in connection with its planning and preparation work with respect to the RFP and which, in Rockland Green's opinion, may reasonably be material to the performance by the Contractor of the Contract Services provided for under this Agreement. Rockland Green makes no representation, however as to the accuracy or completeness of any such information.

(H) Access. Rockland Green is expressly authorized to use all of the assets, improvements and other interests comprising the Facility and the Facility Site, and has all necessary right, power and authority to provide Contractor access thereto as provided in this Agreement for the purpose of performing the Services provided for under this Agreement.

## **SECTION 2.2. CONTRACTOR REPRESENTATIONS AND WARRANTIES.**

The Contractor represents and warrants that:

(A) Existence and Powers. Contractor is a corporation duly organized, validly existing and in good standing under the laws of the State of Massachusetts; and Contractor has all requisite corporate right, power and authority to respond to the RFP, to accept an award of, and to execute this Agreement to operate and maintain the Facility as Facility contractor/operator as stated in the Facility Permit, and to provide each of the Contract Services required or provided for in this Agreement.

(B) No Third Parties. Contractor shall not use any subcontractor, affiliates, sister companies or subsidiaries to perform any of the Contract Services hereunder, except for treatment and/or disposal of Household Hazardous Waste, unless specifically provided for in this Agreement, or unless and until the Contractor receives express written approval from Rockland Green.

(C) Applicable Law. Contractor has reviewed with its attorneys, and determined that it is in compliance with, Articles 8 and 9 of the New York State Labor Law, and the "affirmative action" requirements of the Laws of Rockland County, and shall remain in compliance therewith throughout the Term of this Agreement; and, Contractor shall perform all of the Contract Services provided for under this Agreement in a safe and efficient manner, and in full compliance with all Applicable Law; and, Contractor shall ensure that all drums, packing containers and packing materials utilized by the Contractor shall conform to Applicable Law; and, Contractor represents

and warrants that as of the Contract Date the Contractor is in substantial compliance with all laws, regulations, rules and orders applicable to its respective businesses, noncompliance with which would have a material and adverse effect upon its business or its ability to perform its obligations under this Agreement.

(D) Facility Permit. Contractor is or shall become thoroughly familiar with all of the terms, conditions and special conditions of the Facility Permit, and shall fully and faithfully comply with each of the terms, conditions and special conditions thereof.

(E) Hazards. Contractor is thoroughly familiar with all currently known and suspected hazards to human health and the environment that are presented by the handling, consolidation, containerization, storage, removal, transportation, treatment and disposal of Household Hazardous Waste.

(F) Legal Entitlements. Contractor shall maintain, throughout the duration of this Agreement, valid EPA identification numbers for the generation, storage, transportation and treatment and/or disposal of hazardous waste; all licenses and permits required to perform the Contract Services; and, a vehicle identification device or markings acceptable to the DEC for each vehicle used to transport Household Hazardous Waste from the Facility; and, Contractor shall provide all reasonable assistance requested by Rockland Green or its designee in completing or furnishing information for any application or renewal application to the DEC for permits or permit modifications to operate or expand the Facility; and, Contractor shall provide all reasonable assistance requested by Rockland Green or its designee in filing reports or issuing notifications required by the EPA, DEC, and the Rockland County Department of Health (acting as the DEC's local agent).

(G) Labeling. Contractor shall clearly code, label and manifest each drum or packing container in accordance with Applicable Law pertaining to hazardous waste before transporting any waste from the Facility.

(H) Vehicles. Contractor shall utilize only safe, suitable and well-maintained vehicles, which are properly manned, permitted and registered, to perform transportation services hereunder, and shall promptly notify Rockland Green of any loading, unloading or traffic accidents or any other vehicle-related accidents involving any reportable spills, leaks, discharges or other releases of Household Hazardous Waste; and, Contractor shall ensure that all transporters utilized by Contractor for the transportation of Household Hazardous Waste from the Facility shall obtain

and maintain permits in compliance with 6 NYCRR Part 364 (“Waste transporter permits”), as well as similar permits from all other applicable jurisdictions.

(I) End Management Facilities. Contractor shall utilize only End Management Facilities, approved by Rockland Green, that are duly permitted and otherwise duly authorized to handle all Household Hazardous Waste tendered by the Contractor for treatment and/or disposal; and, Contractor shall keep abreast, and promptly notify Rockland Green in writing, of any notice of violation or non-compliance or any administrative or legal proceedings against any End Management Facilities utilized by Contractor for any actual or alleged violations of any federal, state, or local laws, ordinances, rules or regulations, or for any actual or alleged violations of any agreements, approvals, authorizations, consents, variances or waivers by, from or with any federal, state or local agencies having jurisdiction, pertaining directly or indirectly to construction (if any) or operations at any such facilities or to the storage of hazardous waste at such facilities.

(J) Safety and Security Procedures. Contractor’s personnel shall fully and faithfully comply with all applicable safety and security procedures promulgated by Rockland Green.

(K) Insurance. Contractor shall maintain, throughout the Term of this Agreement, all required insurance coverage specified in this Agreement, including Appendix 13.

(L) No Conflict. Neither the execution nor the delivery by the Contractor of this Agreement nor the performance by the Contractor of its obligations hereunder nor the consummation by the Contractor of the transactions contemplated hereby (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Contractor, or (2) conflicts with, violates or results in a breach of any term or condition of any order, judgment, decree, agreement or instrument to which the Contractor is a party or by which the Contractor or any of its properties or assets are bound, or constitutes a default under any of the foregoing.

(M) No Approval 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 Agreement by the Contractor or the performance of its payment or other obligations hereunder except as such have been duly obtained or made.

(N) No Legal Proceeding. There is no Legal Proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the Contractor’s knowledge, threatened against the Contractor which could reasonably be expected to have a material and adverse effect

on the execution or delivery of this Agreement or the validity or enforceability of this Agreement or any transaction agreements or on the ability by the Contractor to perform any of its obligations hereunder or under any transaction agreements.

(O) No Legal Prohibition. The Contractor 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 Contractor of this Agreement and the transactions contemplated hereby, other than the need to obtain all Legal Entitlements necessary for the performance of the operation and maintenance of the Facility.

(P) Notice of Default, Breach or Noncompliance. The Contractor shall provide to Rockland Green, promptly following the receipt thereof, copies of any notice of default, breach or noncompliance received under or in connection with any Applicable Law, Legal Entitlement, or Subcontract pertaining to this Agreement.

(Q) Intellectual Property. The Contractor owns, or is expressly authorized to use under patent rights, licenses, franchises, trademarks or copyrights, the technology necessary for the Contract Services provided hereunder without any known material conflict with the rights of others.

(R) Accuracy. The information supplied and representations and warranties made by the Contractor in all submittals made in response to the RFP and in all post-proposal submittals with respect to the Contractor (and to the best of its knowledge, all information supplied in such submittals with respect to any Subcontractor) are true, correct and complete in all material respects.

### **SECTION 2.3. CONTRACTOR CONTRACT DATE RESPONSIBILITIES.**

The Contractor shall have satisfied all of the following Contractor responsibilities prior to the Contract Date:

(A) The Contractor shall obtain and deliver to Rockland Green the Operations Bond in accordance with Section 9.2 (Operations Bond).

(B) The Contractor shall assist Rockland Green, if applicable, in completing applications and take all other steps which are necessary to obtain any Legal Entitlements required for the performance of the Contract Services to be provided under this Agreement.

(C) The Contractor shall have appointed a Contract Representative pursuant to Section 3.18.

(D) The Contractor shall provide unaudited financial statements for the most recently completed fiscal year and quarterly period. Since the date the Contractor submitted its proposal responding to the RFP, there shall not have occurred any change, financial or otherwise, in the condition of the Contractor that would materially and adversely affect the ability of the Contractor to perform its obligations under this Agreement.

(E) The Contractor shall provide to Rockland Green copies of all filings and reports conducted, prepared or obtained with respect to or evidencing the Contractor's activities pursuant to this Section 2.3.

**SECTION 2.4. AUTHORITY CONTRACT DATE RESPONSIBILITIES.**

Rockland Green shall have appointed a Contract Representative pursuant to Section 3.18.

**ARTICLE III  
MANAGEMENT AND OPERATION**

**SECTION 3.1. OWNERSHIP AND USE OF FACILITY AND FACILITY SITE.**

(A) County Ownership. The Facility and the Facility Site are and shall be owned by the County throughout and following the Term of this Agreement, and the Contractor shall have no ownership interest therein. The Contractor shall perform the Contract Services as an independent contractor and shall not have any legal, equitable, tax beneficial or other ownership or leasehold interest in the Facility Site or the Facility.

(B) Use. Pursuant to an agreement between the County and Rockland Green, Rockland Green is responsible for the operation and maintenance of the Facility, and has a license to operate and maintain the Facility and to be solely and wholly responsible for all costs, fees, and expenses, including without limitation, all charges for the collection, consolidation and disposal of Household Hazardous Waste accepted for disposal at the Facility, as set forth in Appendix 20. Rockland Green is authorized to contract with a private operator to maintain and operate the Facility. During the Term hereof, the Contractor may enter upon, occupy and use the Facility to operate, maintain, repair, and manage the Facility, all to provide the Contract Services in accordance herewith, and for no other purpose. The Contractor shall keep the Facility and Facility Site in good working order and condition in light of its intended use hereunder.

(C) Use of Authority Equipment. The Contractor shall have the right to use, in the performance of the Contract Services, Rockland Green-owned weigh scale, fork-lift, office equipment and other equipment identified in Appendix 3 that is currently in use at the Facility.

(D) Liens and Encumbrances. At all times during the Term of this Agreement, the Contractor shall keep the Facility free from any and all Liens and Encumbrances arising out of or in connection with (1) the Contract Services, or (2) any acts, omissions or debts of the Contractor, its Affiliates and Subcontractors, other than Liens arising by operation of law, which shall be promptly bonded or discharged.

(E) Contractor Property. The Contractor shall have the right to deliver to, station at, and remove from the Facility personal property of the Contractor for use in connection with the performance of the Contract Services.

### **SECTION 3.2. CONTRACTOR RESPONSIBILITIES.**

(A) Operation Generally. The Contractor shall at all times during the Term hereof perform the Contract Services in accordance with the Contract Standards. Accordingly, in addition to the obligations the Contractor has accepted elsewhere in this Agreement, the Contractor shall, commencing on the Contract Date, at its expense, operate and maintain the Facility in accordance with the Contract Standards and Applicable Law and shall receive and process Acceptable Waste, and transport such Acceptable Waste to Authority approved End Management Facilities for treatment or disposal, all in accordance with the terms and provisions of this Agreement. During the Term hereof, the Contractor shall not use or permit the use of the Facility for any purpose other than those contemplated by this Agreement.

(B) Generator Status. The Contractor shall at all times during the Term of this Agreement assume the status of “Generator” as that term is defined under Applicable Law, and assume responsibility for all special conditions in the Facility Permit applicable to the acceptance, handling, separation, segregation, consolidation, containerization, storage, removal, loading and transportation of Acceptable Waste and for the operation of the Facility.

(C) Transfer and Application of Industry Experience. The Contractor shall use all reasonable efforts to transfer to and apply at the Facility the benefit of the advances and improvements in technology, management practices and operating efficiencies which are developed by the Contractor, and its Affiliates through the operation of their hazardous waste

management businesses and industry research and development activities conducted over the full Term of this Agreement, and which are useful and appropriate in the good faith judgment of the Contractor for carrying out the Contract Services in a manner which improves upon the Contract Standards.

**SECTION 3.3. AUTHORITY OBLIGATIONS GENERALLY.**

Rockland Green, in addition to the obligations it has accepted elsewhere in this Agreement, shall:

(A) Make available to the Contractor upon request information relating to the Facility and Facility Site which is in the possession of Rockland Green and material to the Contractor's performance hereunder;

(B) Grant and assure the Contractor access to the Facility for the performance of its obligations hereunder;

(C) Make available for the Contractor's use hereunder all Equipment currently in use at the Facility as of the Contract Date;

(D) Enforce the procedure outlined in the "Policies and Procedures Governing the Use of Rockland County's Household Hazardous Waste Collection Facility by Conditionally Exempt Small Quantity Generators" set forth in Appendix 10;

(E) Require approved organizations that remove materials from the Facility for Compassionate Reuse to maintain adequate insurance to cover their activities at the Facility;

(F) Obtain and maintain all Governmental Approvals that are the responsibility of Rockland Green;

(G) Keep in effect, and amend as necessary from time to time, the ordinances, rules and regulations which are required in order for Rockland Green to comply with Applicable Law;

(H) Pay the Service Fee, and any other amounts due the Contractor in accordance with the terms and conditions of this Agreement; and

(I) Deliver to the Contractor a letter attesting to Rockland Green's governmental status and exemption from sales taxes imposed by the State and local governments.

**SECTION 3.4. FACILITY CONDITION CONFIRMATION.**

(A) Familiarity with Facility. The Contractor acknowledges that: (1) the Contractor's agents and representatives have visited, inspected, observed and are familiar with the Facility, its design, and physical condition relevant to the obligations of the Contractor pursuant to this Agreement, including structural and operating conditions, roads, Utilities, topographical conditions and historical data on inbound and outbound waste; (2) the Contractor is familiar with all current local conditions which may be material to the Contractor's performance of its obligations under this Agreement, including, but not limited to, transportation, seasons, climate and ambient air; access, availability, handling, storage and disposal of materials, supplies and equipment; and availability and quality of labor and Utilities; (3) the Contractor has received, reviewed and independently verified the background documents provided in the RFP and all other records and information pertaining to the Facility that it has deemed necessary to receive, review and verify for the purposes of entering into and performing this Agreement, and assumes the risk of incompleteness or inaccuracy in any information provided to it by Rockland Green or third parties in the process of entering into this Agreement; and (4) based on the foregoing, the Facility can be managed, operated, and maintained, so as to comply with the terms and conditions hereof.

(B) "As-Is" Condition of Facility. Based on its inspections of the Facility, and other inquiries and investigations made by the Contractor prior to the Contract Date, which the Contractor acknowledges to be sufficient for this purpose, the Contractor assumes the risk of the adequacy and sufficiency of the design of the Facility and the existing, "as-is" condition of the Facility as such design or condition may affect the ability of the Contractor to comply with Applicable Law, meet its maintenance obligations or perform any of its other obligations hereunder for the compensation provided for in this Agreement. The Contractor agrees that any patent defect, flaw, error, inoperability, inadequacy or other condition or aspect of the design or existing condition of the Facility which exists as of the Contract Date shall not be an Uncontrollable Circumstance. The Contractor's assumption of risk under this subsection is subject to the limitations provided in subsection 5.1(B) (Maintenance, Repair and Replacement).

**SECTION 3.5. OPERATING PLAN.**

(A) Development. The Operating Plan provided in Appendix 14 shall in all respects comply with the requirements set forth in the RFP and shall be consistent with the terms of this

Agreement. The content of the Operating Plan shall contain a detailed description of the Acceptable Waste processing flow and shall otherwise be sufficiently detailed to permit the Facility to be operated and maintained by a third party reasonably experienced in hazardous waste processing operations.

(B) Authority Review and Comment. The Contractor shall keep the Operating Plan current and shall supply Rockland Green with appropriate updates, supplements or revisions annually or at any earlier time that a material change to the Operating Plan is made, to be reviewed and approved in accordance with the procedures described in this Section. Such updates shall preserve the standards set forth in the initial Operating Plan. Notwithstanding any such review and comment by and discussion with Rockland Green, the Operating Plan shall remain at all times the responsibility of the Contractor. Neither the review of, or comment upon, nor the failure of Rockland Green to comment upon, the Operating Plan shall: (1) relieve the Contractor of any of its responsibilities under this Agreement; (2) be deemed to constitute a representation by Rockland Green that operating the Facility pursuant to the Operating Plan will cause the Facility to be in compliance with this Agreement or Applicable Law; or (3) impose any liability upon Rockland Green.

(C) Delivery of Plan on Termination. At the end of the Term of this Agreement, or upon termination of this Agreement if this Agreement is terminated for any reason whatsoever, the Contractor shall deliver to Rockland Green the Operating Plan with all revisions and updates for use in connection with the operation and maintenance of the Facility, excluding those sections of the Operating Plan that are proprietary or confidential to the Contractor, such as Appendices F (End Management Facilities Documentation), G (Resumes), and H (Hazardous Waste Transporters Permits) thereto.

### **SECTION 3.6. CONTINGENCY/EMERGENCY RESPONSE PLAN.**

The Contractor shall implement the Contingency/Emergency Response Plan, as provided in Appendix 16. The Contingency/Emergency Response Plan shall require Contractor to make appropriate notifications to all Governmental Bodies having jurisdiction with respect to any emergency, and take appropriate actions in order to effectively handle any such emergency. The Contractor shall regularly update the Contingency/Emergency Response Plan for the Facility relating to fire, weather, environmental, health, safety, and other potential emergency conditions.

Any material change to the Contingency/Emergency Response Plan shall be subject to review by Rockland Green. Rockland Green's review of the Contingency/Emergency Response Plan shall not relieve the Contractor of its responsibilities under this Agreement or impose any liability upon Rockland Green. Upon termination of this Agreement for any reason whatsoever, the Contractor shall deliver to Rockland Green the Contingency/Emergency Response Plan with all revisions and updates for use in connection with the operation and maintenance of the Facility, and shall not attempt to restrict the use of the information contained therein.

**SECTION 3.7. HEALTH AND SAFETY PLAN.**

The Contractor shall prepare and implement the Health and Safety Plan, as provided in Appendix 15 (Health and Safety Plan), and shall be responsible for the health and safety of all personnel performing Contract Services at the Facility, and for preventing adverse impacts to the surrounding community.

It shall be and remain the Contractor's responsibility to update and maintain the Health and Safety Plan. The Contractor shall keep the Health and Safety Plan current and shall supply Rockland Green with appropriate updates, supplements or revisions annually or at any earlier time that a material change is required. Any material change to the Health and Safety Plan shall be subject to review by Rockland Green. Rockland Green's review of the Health and Safety Plan shall not relieve the Contractor of its responsibilities under this Agreement or impose any liability upon Rockland Green. Upon termination of this Agreement for any reason whatsoever, the Contractor shall deliver to Rockland Green the Health and Safety Plan with all revisions and updates for use in connection with the operation and maintenance of the Facility and shall not attempt to restrict the use of the information contained therein.

The Contractor shall provide and maintain the Facility in first class condition in accordance with the Contract Standards, and calibrate in accordance with manufacturers' recommendations, instrumentation to monitor for potential safety hazards including, but not necessarily limited to, a photoionization detector, combustible gas indicator, low-level radiation detector and Drager sampling and detector tubes.

### **SECTION 3.8. STAFFING AND PERSONNEL TRAINING.**

(A) Staffing. The Contractor shall staff the Facility during the Term of this Agreement with the appropriate number of employees consistent with Good Industry Practice and in accordance with Appendix 7 (Operating and Staffing Requirements), and the Contract Standards. At a minimum, at all times during Normal Operating Hours, the Contractor shall staff the Facility with qualified and experienced personnel to fill the following three positions: (1) Project Manager, (2) Operations Foreman, and (3) Chemical Waste Technician. Neither the Contractor nor any person hired, employed or otherwise engaged by the Contractor shall be considered employees of Rockland Green for any purpose and they shall not hold themselves out to be officers or employees of Rockland Green.

Rockland Green shall not approve additional personnel unless the Contractor can demonstrate to the satisfaction of Rockland Green that the additional staff is required to provide a measure of safety or to prevent unacceptable wait times at the Facility.

(1) Project Manager. The Project Manager shall have the qualifications set forth in Appendix 7 (Operating and Staffing Requirements), and shall be experienced and proficient in the management and operation of facilities comparable to the Facility. The Project Manager shall always be present at the Facility during Normal Operating Hours and during all waste load out operations and whenever waste shipments depart from the Facility. The Project Manager shall attend a pre-operations meeting conducted by Rockland Green prior to mobilization. The Project Manager shall attend monthly Progress Meetings conducted by Rockland Green to discuss operations and any particular issues experienced, or anticipated during the following month.

(2) Operations Foreman. The Operations Foreman shall have the qualifications set forth in Appendix 7 (Operating and Staffing Requirements), and shall be experienced and proficient in the management and operation of facilities comparable to the Facility. During periods when the Project Manager is unavailable to be on-site due to illness, vacation, or other circumstance, the Operations Foreman shall be qualified to fulfill the duties and responsibilities of the Project Manager, on a temporary, as needed basis. The Contractor shall notify Rockland Green of the unavailability of the Project Manager if such unavailability results in his or her absence from the Facility for three or more consecutive days.

(3) Chemical Waste Technician. The Contractor shall staff the Facility with a minimum of two (2) Chemical Waste Technicians and shall add an additional Chemical Waste

Technician on an as needed basis within ten (10) business days of a request by Rockland Green. All Chemical Waste Technicians shall have the qualifications set forth in Appendix 7 (Operating and Staffing Requirements). For each additional Chemical Waste Technician requested by Rockland Green, the Contractor shall be paid a Daily Labor Fee at the rate(s) set forth in Appendix 12 (Pricing Schedule). The Contractor shall staff the Facility during Weekend Collection Days with a minimum of six (6) additional Chemical Waste Technicians, at no additional cost to Rockland Green, to operate the Facility and receive Acceptable Waste during this peak delivery period.

(B) Health and Safety Personnel. The Contractor shall designate a Health and Safety Coordinator, who shall be a Certified Industrial Hygienist or Certified Safety Professional, to be responsible for the development and implementation of the Health and Safety Plan. The Contractor shall also designate an on-site Safety Officer, who shall be thoroughly familiar with all aspects of the Health and Safety Plan and shall be responsible for the day-to-day implementation and enforcement of the Health and Safety Plan at the Facility.

(1) Safety Officer. The Safety Officer shall be responsible for protecting project personnel and the general public from hazards due to the exposure, handling and transport of hazardous materials. The Safety Officer shall ensure that all project personnel are properly clothed with special goggles, face shields, aprons, gloves and other personal protective clothing, and are equipped with the necessary equipment to safely and effectively perform the Contract Services. The Safety Officer shall ensure that all equipment is kept clean and properly maintained in accordance with the manufacturers' recommendations or replaced as necessary. The Safety Officer shall ensure that all Occupational Safety & Health Administration ("OSHA"), National Institute for Occupational Safety and Health ("NIOSH"), and New York State Department of Labor health and safety requirements are met at the Facility. The Safety Officer shall have a minimum of two (2) consecutive years of experience successfully performing responsibilities similar to those listed above. The Contractor's Project Manager may perform the duties of the Safety Officer if the Project Manager has documentation of requisite experience and training to act as Safety Officer.

(C) Qualifications of Contractor's Staff. The Contractor's staff at the Facility shall be competent and properly trained to screen waste and unload vehicles; characterize and sample waste; consolidate, containerize and package waste for shipping; label waste and containers; and

store and load out waste for shipment and off-site end management. All of the Contractor's employees performing Contract Services at the Facility shall be knowledgeable with respect to the physical and chemical hazards that will be encountered at the Facility and shall possess a working knowledge of hazardous waste management regulations.

(D) Discipline or Replacement of Contractor's Staff. The Contractor shall discipline or replace, as appropriate, any employee of the Contractor or any Subcontractor engaging in unlawful, unruly or objectionable conduct. The Contractor shall remove from the Facility staff any person whom Rockland Green finds to possess inadequate training, experience, or qualifications or who is underperforming. The Contractor shall request approval from Rockland Green prior to implementing any changes in staffing at the Facility. Resumes of proposed new personnel shall be provided to Rockland Green a minimum of ten (10) business days prior to their planned start date at the Facility. The Contractor shall obtain Rockland Green's approval for each individual staff member prior to their beginning work at the Facility.

(E) Training Services. The Contractor shall be responsible for training the Project Manager, Operations Foreman, and Chemical Waste Technicians and all other Contractor personnel prior to performing Contract Services at the Facility. All staff shall have completed, at a minimum, the 40-hour training required by 29 CFR 1910.120 (OSHA HAZWOPER training) and shall complete 8-hour refresher courses on an annual basis in accordance with the requirements of 29 CFR 1910.120. The Contractor shall also provide training on general security procedures; pertinent aspects of the Facility Permit; the written safety and security procedures developed by Rockland Green for the Facility and the surrounding premises, including training on the defensive aspects of the Contingency/Emergency Response Plan. All costs of personnel training shall be borne by the Contractor. The Contractor shall provide documentation to Rockland Green and maintain on file at the Facility records to show that all staff performing Contract Services at the Facility have appropriate and up to date training and that medical surveillance is being performed in accordance with the requirements of Applicable Law, including, but not limited to, 29 CFR 1910.120. Records may be maintained electronically provided that records are retrievable without delay when requested.

The Contractor shall also provide up to five (5) Authority and County personnel, and others deemed appropriate by Rockland Green, with annual 8-hour refresher training to enable them to safely perform assigned duties at the Facility, and at no additional cost to Rockland Green. Each

training event shall be held in a classroom arranged by Rockland Green, over a period of 8 hours and shall be a one-day event. The Contractor shall provide documentation to each participant certifying that the training has been completed in accordance with the requirements of 29 CFR 1910.120.

### **SECTION 3.9. EQUIPMENT.**

(A) Equipment. The Contractor shall furnish and maintain in inventory at the Facility the Equipment listed in Appendix 3 (Equipment, Ancillary Equipment, and Emergency Response Equipment), in first-class condition (excluding any Equipment listed below which is being made available to the Contractor in “as is” condition) and in sufficient quantities needed to operate and maintain the Facility effectively and efficiently in accordance with the terms of this Agreement, the Operating Plan, the Health and Safety Plan, the Contingency/Emergency Response Plan, and Applicable Law. Rockland Green shall request that the Contractor remove any Equipment not found to be in first-class condition, and the Contractor shall remove and promptly replace such Equipment with Equipment in first-class condition. The weigh scale currently in use at the Facility will be made available to the Contractor in “as is” condition, and the Contractor shall operate, maintain and at all times properly calibrate such scale as required for the intended use and in accordance with Applicable Law applying to weigh scales used for commerce. Rockland Green-owned forklift, mobile strapper, speed bump and office equipment (e.g., computer, printer, telephone, etc.) currently in use at the Facility will be made available to the Contractor in “as is” condition. At the end of the useful life of such Equipment, the Contractor shall replace such Equipment at its cost and such Equipment shall remain the property of the Contractor at the end of this Agreement.

(B) Emergency Response Equipment. The Contractor shall furnish all equipment necessary to enable the Contractor to recognize the need for an emergency response, as provided in Appendix 3 (Equipment, Ancillary Equipment and Emergency Response Equipment). In addition, the Contractor shall furnish all first aid and emergency medical supplies commensurate with the health and safety risks that attend the handling of Household Hazardous Waste.

The Contractor shall post in a prominent location at the Facility an inventory of Emergency Response Equipment on site for use in responding to releases, spills, fires, explosions, and other

types of emergencies. The Contractor shall review such inventory daily and update it whenever changes occur to such inventory.

(C) Storage of Equipment. The Contractor shall store all equipment inside the Facility in a compact and organized manner. Only dry goods (e.g., cardboard storage boxes) may be stored outside the Facility. The Contractor shall store all Emergency Response Equipment needed for responding to release, spill, fire, explosion, or other types of emergency, in a readily accessible location inside the Facility. The Contractor shall not store any equipment, materials and supplies at the Facility that are not required for Facility operations.

### **SECTION 3.10. ENERGY SUPPLY AND CONSUMPTION.**

Rockland Green shall have the exclusive right and the responsibility to arrange for the supply of electricity and fuel oil to the Facility, and to negotiate and establish electrical and fuel oil rates with the supplier. The Contractor shall cooperate with and assist Rockland Green in making such arrangements, and Rockland Green shall give reasonable consideration to any requests and recommendations made by the Contractor as to the terms and conditions of electricity and fuel oil supply. Rockland Green shall pay for all Utilities. The Contractor shall pay for the propane used for operation of the fork-lift at the Facility.

### **SECTION 3.11. SAFETY AND SECURITY.**

(A) Safety. The Contractor shall maintain the safety of the Facility at a level consistent with Applicable Law, including the Occupational Safety and Health Act, the Insurance Requirements, the Health and Safety Plan, and Good Industry Practice. Without limiting the foregoing, the Contractor shall at its cost and expense: (1) take all reasonable precautions for the safety of, and provide all reasonable protection to prevent damage, injury or loss by reason of or related to the operation of the Facility to, (a) all employees working at the Facility and all other persons who may be involved with the operation or maintenance of the Facility, (b) all visitors to the Facility, (c) all machinery, materials and equipment under the care, custody or control of the Contractor on the Facility Site, and (d) other property on the Facility Site, including trees, shrubs, lawns, walks, pavements, roadways, structures and Utilities; (2) establish and enforce all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations; (3) give all notices and comply with all

Applicable Laws relating to the safety of persons or property or their protection from damage, injury or loss; (4) designate a qualified and responsible employee at the Facility whose duty shall be the supervision of plant safety, the prevention of fires and accidents and the coordination of such activities as shall be necessary with federal, State and Authority officials; (5) operate all equipment in a manner consistent with the manufacturer's safety recommendations; (6) provide for safe and orderly vehicular movement; and (7) develop and carry out a site-specific Health and Safety Plan, including employee training and periodic inspections, designed to implement the requirements of this Section.

(B) Traffic Maintenance and Protection. The Contractor shall maintain safe vehicular and pedestrian traffic flow and shall protect the public, on-site personnel and property from damage during Normal Operating Hours. The Contractor shall furnish and maintain all temporary signs, delineators, barricades, lighting, and other warning and guiding devices required to protect vehicular and pedestrian traffic at the Facility. The Contractor shall be responsible for removal of the temporary speed bump prior to snow plowing and replacement of the temporary speed bump after the Facility Site has been snow plowed prior to accepting waste at the Facility. The Contractor shall keep traffic delays and the queue to enter the Facility to a minimum. It shall be the Contractor's responsibility to direct vehicles to the entrance to the Facility and maintain an organized line of vehicles waiting to enter the Facility. Traffic queued to enter the Facility shall be kept within the limits of the paved driveway approach to the Facility and on Firemen's Memorial Drive, if necessary.

The Contractor shall provide and maintain access for emergency vehicles entering the Facility Site. The Contractor shall maintain the traveled way at the Facility and shall keep such area well drained and clean at all times. Foreign objects, sand, rocks and spilled materials shall immediately be removed by the Contractor.

The Contractor's employees shall be prohibited from parking personal vehicles on the grounds of the Facility. Personal vehicles may be parked in the lot behind the Fire Training Center. No employee vehicles shall be left overnight on the grounds of the Fire Training Center without the explicit written consent of Rockland Green.

(C) Safety Inspections. The Contractor shall perform its obligations hereunder in accordance with the Health and Safety Plan set forth in Appendix 15. Rockland Green shall have the right to inspect the Facility Site at any time without prior notice to the Contractor to conduct

safety inspections. Rockland Green and its employees and agents must follow the Contractor's written safety rules and procedures. The Contractor shall cooperate with Rockland Green's representative during the inspection, including copying of any memoranda, notes, letters or reports documenting loss control or safety inspections performed by the Contractor or on its behalf, and shall provide access to the Facility and furnish information requested related to the Contractor's safety program. The Contractor shall promptly correct any safety hazards that may be identified during the inspections.

The Contractor shall designate an on-site Safety Officer, who shall be responsible for the day-to-day implementation and enforcement of the Health and Safety Plan. Further, the Contractor shall designate a Health and Safety Coordinator, who shall be a Certified Industrial Hygienist or Certified Safety Professional, to be responsible for the development and implementation of the Health and Safety Plan.

(D) Security. The Contractor shall be responsible for security of the Facility and shall take all reasonable measures to guard against damage or injury to such properties caused by trespass, negligence, vandalism, theft or malicious mischief of third parties throughout the Term of this Agreement; and shall repair at its own cost all damage to property of Rockland Green and others arising from failure to provide proper security. Contractor's duty to safely guard property shall include Rockland Green's property and other private and public property from injury or loss in connection with the performance of the Contract Services. The Contractor shall be responsible for the control of all persons and vehicles entering and leaving the site during Normal Operating Hours, and shall post signs indicating that all persons entering the site for purposes other than to drop off Acceptable Waste must sign in with the Contractor. The Contractor's on-site personnel shall ensure that perimeter fences and gates and building doors and windows have been completely closed and locked at the end of Normal Operating Hours; and any breaks or gaps in fences or gates shall be repaired by Contractor immediately. A log of all security incidents shall be maintained by the Contractor and furnished to Rockland Green upon request. Rockland Green shall be informed immediately of any vandalism. The Contractor shall make no claim against Rockland Green for damage resulting from trespass, vandalism or other security related occurrences at the Facility Site. The Contractor shall be responsible for removing any material that has been dumped on the grounds of the Facility, as provided in subsection 4.2(C) (Abandoned Acceptable Waste).

**SECTION 3.12. EMERGENCY PREPAREDNESS AND RESPONSE.**

The Contractor shall be prepared to respond to emergencies at the Facility and shall implement appropriate responses in the event of emergencies. The Contractor shall provide Rockland Green with the name of the person serving as Project Manager, and the telephone and fax numbers and other means by which the Project Manager may be contacted at the Facility Site, together with the contact information for a responsible Contractor official to be contacted in the event of an emergency. The Contractor shall assume all responsibilities for implementation of the Contingency/Emergency Response Plan contained in Appendix 16. In the event of an emergency, the Contractor shall respond immediately and shall immediately notify the County's 44 CONTROL, who will then contact emergency medical care units, local fire departments and utility emergency teams to ascertain the type of response required in any emergency situation and to coordinate the responses of the various units. The Contractor shall develop and maintain a standard operating procedure describing security force response to foreseeable contingencies at the Facility. The Contractor shall develop a master telephone list with the telephone numbers of key project personnel, emergency hospital, fire, police, ambulance and utility companies, and shall prominently post such list at the Facility, as required in the Operating Plan. The Contractor shall provide Rockland Green with a telephone number of a responsible representative of the Contractor for contact 24 hours a day, 7 days a week in the event of an emergency at the Facility. The Contractor shall review the master telephone list at least monthly and an updated list shall be posted and provided to Rockland Green whenever any revisions to the list are appropriate.

The Contractor shall be responsible for responding to, controlling and cleaning up any spill or release at the Facility, or which occurs during shipment of waste. The Contractor shall be required to demonstrate to the satisfaction of Rockland Green that the material released has been completely removed from the Facility and contamination of environmental media has not occurred or has been removed. If deemed necessary by Rockland Green or authorities having jurisdiction, the Contractor shall be required to sample and test environmental media after a release. The Contractor shall bear the cost of cleaning up and correcting any adverse consequences resulting from any such release, leakage or spillage caused by its employees, agents or Subcontractors. Contractor shall be responsible for any notifications, reporting and recordkeeping to the satisfaction of Rockland Green regarding a spill, release or emergency and shall make and file any reports with respect thereto required under this Agreement and Applicable Law. Rockland Green

shall bear the cost of clean-up of any release, leak or spill occurring at the Facility that is not caused by the Contractor, its employees, agents or Subcontractors.

**SECTION 3.13. COMPLIANCE WITH APPLICABLE LAW.**

(A) Compliance. The Contractor shall, at its own cost and expense, comply with Applicable Law, and shall cause all Subcontractors to comply with Applicable Law. The Contractor shall operate and maintain the Facility and otherwise perform all of its obligations hereunder in accordance with the Contract Standards and Applicable Law. The Contractor shall assume all of the obligations and responsibilities of Rockland Green and the County (i.e., Department of Health) for regulatory compliance associated with operation and maintenance of the Facility. The Contractor shall be responsible for identifying and complying with all applicable requirements of State labor laws for public works projects, the “affirmative action” requirements of County Resolution 471 of 1975, and the County’s Local Law No. 10 of 1974, and shall remain in compliance with each throughout the Term of this Agreement. The Contractor shall comply with the terms of all Governmental Approvals with respect to the Facility notwithstanding that the Contractor may not be a permittee or co-permittee to certain such Governmental Approvals. The Contractor shall provide Rockland Green (1) immediately upon receipt thereof, a true, correct and complete copy of any written notice of non-compliance with Applicable Law, and true and accurate transcripts of any oral notice of non-compliance with Applicable Law, issued or given by any Governmental Body, and (2) immediate written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such non-compliance, or of any Legal Proceeding alleging such non-compliance. In the event that the Contractor or any Subcontractor fails at any time to comply with Applicable Law with respect to the Contract Services, then the Contractor shall promptly remedy or cause its Subcontractor to remedy such failure at its cost and expense, and bear all Loss-and-Expense of the Contractor and Rockland Green resulting therefrom, and pay any resulting damages, fines, assessments, levies, impositions, penalties or other charges resulting therefrom. The Contractor’s obligation under this Section will apply regardless of the extent to which Rockland Green has complied with Applicable Law prior to the Contract Date.

(1) NYS Electronic Equipment Recycling and Reuse Act. The Contractor shall comply with the requirements of the NYS Electronic Equipment Recycling and Reuse Act, Article

27, Title 26 of the Environmental Conservation Law, Section 27-2601 et seq. (the “E-Waste Act”), and the NYS DEC’s requirements for Collective Electronic Waste Acceptance Programs, applicable to the Facility. The Facility is registered under the above E-Waste Act as an electronic waste collection site. The Contractor shall collect and timely transmit to Rockland Green all information required under the E-Waste Act for submission to the NYS DEC on an annual reporting basis. Such reports shall include, but are not limited to, the information set forth in Section 27-2613 of the E-Waste Act.

(2) Proposed Part 360 Regulations. The Contractor acknowledges that it has reviewed all proposed revisions to the Part 360 Regulations published by the DEC on or before of the Contract Date, and acknowledges that such draft of the proposed revisions to the regulations will not impact its duties, responsibilities or obligations hereunder, including with respect to transportation, End Management Facilities and other disposal facilities. As such, to the extent such proposed regulations, or any portion thereof, become the final regulations during the Term of this Agreement, such regulations shall not constitute a Change in Law hereunder or give rise to the occurrence of an Uncontrollable Circumstance.

(B) Payment of Prevailing Wages. The Contractor shall comply with the prevailing wage law as provided under Articles 8 and 9 of the New York Labor Law as amended from time to time (the “Prevailing Wage Law”), and as further detailed in Appendix 22. The Contractor shall pay the prevailing wages, including any future increases, to those of its employees providing the Contract Services who are required to receive the prevailing wages. The Contractor shall provide certified payrolls of the Contractor, as required pursuant to Article 9 of the New York Labor Law in each Monthly Report.

(C) Investigations of Non-Compliance. In connection with any actual or alleged event of noncompliance with Applicable Law, the Contractor shall, in addition to any other duties which Applicable Law may impose: (1) fully and promptly respond to all inquiries, investigations, inspections, and examinations undertaken by any Governmental Body; (2) attend all meetings and hearings required by any Governmental Body; (3) provide all corrective action plans, reports, submittals and documentation required by any Governmental Body; (4) in conjunction with Rockland Green, communicate in a timely and effective manner with the general public as to the nature of the event, the impact on the public, and the nature and timetable for the planned remediation measures; and (5) provide Rockland Green with a true, correct and complete copy of

any written notice of violation or noncompliance with Applicable Law, and true and accurate transcripts of any oral notice of noncompliance with Applicable Law, issued or given by any Governmental Body immediately upon receipt thereof. The Contractor shall furnish Rockland Green with an immediate written notice describing the occurrence of any event or the existence of any circumstance which does or may result in any such notice of violation or noncompliance to the extent the Contractor has knowledge of any such event or circumstance, and of any Legal Proceeding alleging such noncompliance.

(D) Fines, Penalties and Remediation. Except to the extent excused by Uncontrollable Circumstances or Authority Fault, in the event that the Contractor or any Subcontractor fails at any time to comply with Applicable Law with respect to the Facility, or any environmental or operating condition, the Contractor shall, without limiting any other remedy available to Rockland Green upon such an occurrence and notwithstanding any other provision of this Agreement: (1) immediately correct such failure and resume compliance with Applicable Law; (2) bear all Loss-and-Expense of the Contractor and Rockland Green resulting therefrom; (3) pay or reimburse Rockland Green for any resulting damages, fines, assessments, levies, impositions, penalties or other charges; (4) make all changes in operating and management practices which are necessary to assure that the failure of compliance with Applicable Law will not recur; and (5) comply with any corrective action plan filed with or mandated by any Governmental Body in order to remedy a failure of the Contractor to comply with Applicable Law.

(E) No Nuisance Covenant. The Contractor shall keep the Facility and Facility Site neat, clean and litter-free at all times, ensure that the operation of the Facility and Facility Site does not create any odor, litter, noise, fugitive dust, vector or other adverse environmental effects constituting, with respect to each of the foregoing, a nuisance condition under Applicable Law. Should any such nuisance condition occur which is not caused by Uncontrollable Circumstances, the Contractor shall immediately remedy the condition, pay any fines or penalties relating thereto, make all changes in operating and management practices necessary to prevent a recurrence of the nuisance condition, and indemnify and hold Rockland Green harmless from any Loss-and-Expense resulting from any Legal Proceeding originated by a third party relating thereto in the manner provided in Section 9.4 (Indemnification).

**SECTION 3.14. AUTHORITY ACCESS, INSPECTION AND VISITATION.**

(A) Access. Rockland Green and its representatives shall have (1) at any time during the Term of this Agreement, the right to access the Facility for any reasonable purpose, and (2) the right during normal business hours to take visitors through such portions of the Facility as are suitable for such visitation. The Contractor shall permit and facilitate access to the Facility for such purposes. Such access to the Facility shall be made available, and such visitation of the Facility shall be conducted, in a manner which does not interfere with the Contractor's performance of its obligations hereunder and Rockland Green and its representatives and all visitors shall comply with the Contractor's reasonable written operating and safety procedures; however, both parties agree that Rockland Green shall have immediate access to the Facility Site and, except for complying with the Contractor's reasonable written operating and safety procedures as stated above, no Contractor rule or procedure shall delay such access. The Contractor shall obtain in advance permission from Rockland Green to take Contractor visitors on Facility tours or to distribute any literature regarding the Facility. In addition, the Contractor will refer all direct requests for information regarding the Facility initiated by the media or the general public to Rockland Green's Contract Representative.

**SECTION 3.15. ASSET AND FINANCIAL RECORDS.**

(A) Facility Records. The Contractor shall on and after the Contract Date prepare and maintain proper, accurate and complete books, records and accounts regarding its transactions related to the management and treatment or disposal of Acceptable Waste from the Facility to the extent necessary (1) to verify data with respect to any operations or transactions in which Rockland Green has a financial or other material interest hereunder, (2) to prepare Periodic Reports, (3) to substantiate any payment, and (4) to prepare any report required pursuant to Applicable Law. The Contractor shall promptly provide Rockland Green, upon reasonable request, with copies of all operations and maintenance data and other information kept by the Contractor in its performance of the Contract Services. The Contractor shall keep the relevant portions of the books, records and accounts maintained with respect to each Contract Year until at least the fifth anniversary of the last day of such Contract Year. The provision of this paragraph shall survive the termination of this Agreement.

(B) Availability of Facility Records to Authority. The Contractor shall make available to Rockland Green all operations, maintenance, and performance documents and records relating to the Facility as are available to the Contractor.

(C) Financial Records. The Contractor shall prepare and maintain proper, accurate, complete and current financial books, records and accounts, in accordance with generally accepted accounting principles consistently applied. These financial records shall be in form and substance sufficient to support all financial reporting required hereunder. The Contractor shall keep the relevant portions of the books, records and accounts maintained with respect to each Contract Year until at least the seventh anniversary of the last day of each Contract Year (or such longer period as may be appropriate to account for any dispute then pending). The Contractor shall make such books and records available to Rockland Green for inspection, audit and copying upon reasonable notice during business hours to the extent necessary to allow Rockland Green to determine to its reasonable satisfaction the accuracy, completeness, currency and propriety of any charge or request for payment hereunder. The provisions of this Section shall survive the termination of this Agreement.

(D) Contractor Public Financial Reports. The Contractor shall promptly furnish Rockland Green with copies of the annual reports, if any, that the Contractor has filed with the Securities and Exchange Commission.

(E) Inspection, Audit and Adjustment. Rockland Green shall have the right to perform or commission an inspection or an independent audit of the financial information required to be kept under this Section, subject to possible reimbursement as provided in this Section. If an inspection or audit contemplated by this Section discloses an Invoice that either (i) overstates Authority payment amounts by more than 5% of the proper amount or (ii) understates Authority credit amounts by more than 5% of the proper amount during the period audited, then the Contractor shall, in addition to the reimbursement or credit of such overstated (or understated) Authority payment amounts or Authority credit amounts, as applicable, with respect to such Invoice, with interest, reimburse Rockland Green for any and all Fees and Costs incurred in connection with the inspection or audit. The foregoing remedies shall be in addition to any other remedies Rockland Green may have, including remedies for an Event of Default by the Contractor.

**SECTION 3.16. PERIODIC REPORTS.**

(A) Monthly Report. The Contractor shall provide Rockland Green with three (3) bound copies of monthly operations reports as set forth in Appendix 5 (Monthly Report), no later than thirty (30) days after the end of each month.

The Monthly Report shall include the following documentation: (1) Monthly Waste Acceptance Form; (2) Monthly CESQG Waste Form, including CESQG Certification Forms; (3) Monthly Waste Shipment Report, including the Vehicle Shipment Inventory and manifests for all waste shipped during the subject Billing Month; (4) Monthly Labor Report; (5) Invoice; (6) CESQG Invoice; (7) Hazardous waste manifest; and (8) Certified payrolls of the Contractor, as required pursuant to the Prevailing Wage Law. The Monthly Report shall contain the following certification, signed by the Project Manager on the inside front cover:

This Monthly Report is for services performed for the Rockland County Solid Waste Management Authority in accordance with the Household Hazardous Waste Facility Operation and Maintenance Service Agreement between the Rockland County Solid Waste Management Authority and [Contractor]. Payment is being sought for services provided by [Contractor] during the period beginning on [month, day, year] and ending on [month, day, year] and the quantities invoiced are a true and accurate representation of the services completed during the period and made under penalty of perjury. The Invoice included in this Monthly Report has been prepared in accordance with the Household Hazardous Waste Facility Operation and Maintenance Service Agreement, using the unit price amounts provided therein. Additionally, this Monthly Report and all attachments have been carefully reviewed by the undersigned.

Rockland Green shall have the opportunity to review and comment on the contents of the Monthly Report prior to the same being deemed complete. The Contractor shall correct all errors or omissions identified by Rockland Green. All errors and omissions not corrected in a timely manner shall not be subject to reimbursement until reconciled.

(1) Monthly Waste Acceptance Form. The Contractor shall record on a Monthly Waste Acceptance Form the following for each Rockland County resident vehicle delivering Acceptable Waste to the Facility: (a) license plate state and number; (b) date of arrival at the Facility; (c) type of waste accepted, as provided in Appendix 5 (Monthly Report). The Monthly Waste Acceptance Form shall be continuously updated and available for review at the Facility by Rockland Green. The information listed above shall be tabulated separately and provided with each Monthly Report. The total number of vehicles which delivered Acceptable

Waste to the Facility in each month shall be shown by date. Vehicles delivering Acceptable Waste shall be counted and included on the Monthly Waste Acceptance Form. Vehicles delivering CESQG Waste shall be counted separately and shall be explicitly identified as such on the Monthly Waste Acceptance Form. Daily vehicle count logs shall be provided as attachments to the Monthly Waste Acceptance Form. The Contractor agrees that in the event Rockland Green institutes a permitting process for the delivery of waste to the Facility, the Contractor will assist and coordinate with Authority in connection with the implementation and/or effectuation of that process.

(2) Monthly CESQG Waste Form. The Contractor shall record on a Monthly CESQG Waste Form the following for each vehicle delivering CESQG waste to the Facility: (a) name of CESQG or Other CESQG; (b) license plate state and number; (c) date of arrival at the Facility; (d) Vehicle make and model; and (e) type and weight of waste accepted. Weight of Electronic Waste and Paint Waste shall each be shown separately. The information listed above shall be tabulated separately and provided with each Monthly Report. Copies of CESQG certification forms signed by a representative of the CESQG or the Other CESQG, as provided in Appendix 10 (Policies and Procedures Governing CESQGs) shall be provided as attachments to the Monthly CESQG Waste Form.

(3) Monthly Waste Shipment Report. The Contractor shall provide with the Monthly Report, shipping papers, manifests, Certificates of Destruction and Shipment Certificates for all waste shipped from the Facility during the month. The documents shall be arranged chronologically in each Monthly Waste Shipment Report and each shall include the Vehicle Shipment Number. The Monthly Waste Shipment Report shall also include the Vehicle Shipment Inventory, which is a tabular summary, as provided in Appendix 5 (Monthly Report), listing the Vehicle Shipment Number, all categories of waste included in each shipment, and the quantities of each category of waste.

(4) Labor Report. The Contractor shall submit a Labor Report in the Monthly Report for the subject Billing Month. The Labor Report shall set forth the date and day of the week, name and title of each Contractor employee, and the time in and time out of each Contractor employee on each operating day of the Billing Month (the "Labor Report"), as set forth in Appendix 5 (Monthly Reports). The Labor Report shall be updated at the end of each operating day and shall be available at the Facility for review by Rockland Green.

(5) Invoice. The Contractor shall submit an Invoice as provided in subsection 6.2(A) (Billing of the Service Fee), in the Monthly Report for the subject Billing Month.

(6) CESQG Invoice. The Contractor shall submit a separate invoice for Acceptable Waste delivered to the Facility by CESQGs, as provided in Section 6.4 (Billing for CESQG Waste), in the Monthly Report for the subject Billing Month.

(7) Hazardous Waste Manifest. The Contractor shall submit in the Monthly Report hazardous waste manifest(s) signed by the generator, the transporter, the End Management Facility and disposal facility, the number of containers, the quantity of waste, and a description of the waste, as explained in Section 4.6 below.

(8) Certified Payrolls. The Contractor shall submit in the Monthly Report certified payrolls, as required pursuant to Article 9 of the New York Labor Law.

(B) Audit Report. The Contractor shall perform an internal environmental regulatory compliance audit of its operations at the Facility on a quarterly basis (i.e., every three months) and submit an Audit Report to Rockland Green within fifteen (15) calendar days of the end of the period, pursuant to Appendix 6 (Periodic Reports). The Audit Report shall explicitly identify any non-compliant conditions, including applicable complete regulatory citations, and describe the corrective actions the Contractor has taken to eliminate non-compliant conditions. The Audit Report shall be dated and signed by a responsible representative of the Contractor and shall include the following certification:

“[\_\_\_\_\_] has completed a thorough environmental regulatory compliance audit of the Rockland County Household Hazardous Waste Facility. The results of the audit are representative of conditions and operations during the three-month period beginning on [date] and ending on [date]. All non-compliant conditions have been identified above. Appropriate actions have been taken to fully correct the non-compliant conditions and the conditions and operations at the Facility are presently in compliance with applicable permits, authorizations, laws and regulations.”

(C) Annual Facility Assessment Report. The Contractor shall submit to Rockland Green an Annual Facility Assessment Report, which shall provide information regarding necessary anticipated Facility repairs and proposed capital projects to be conducted in the next Authority fiscal year, as provided in Appendix 6 (Periodic Reports). Such report must be submitted to Rockland Green no later than August 31<sup>st</sup> of each Contract Year.

(D) Health and Safety Incident Reports. The Contractor shall notify Rockland Green immediately in the event of a health and safety incident, including vehicle accidents, and provide a written report to Rockland Green within 24 hours (“Health and Safety Incident Report”), pursuant to Appendix 6 (Periodic Reports). The Contractor shall provide to Rockland Green copies of all Contractor communications with government agencies and authorities at the time they are issued by the Contractor or Subcontractors. The Contractor shall maintain the Health and Safety Incident Reports in a log kept at the Facility, consecutively numbered. The log shall be delivered to Rockland Green at the end of the Term.

(E) Release, Spill and Emergency Reports. The Contractor shall notify Rockland Green immediately in the event of a release, spill, or other type of emergency and shall provide a written report to Rockland Green within 24 hours (“Release, Spill and Emergency Report”), pursuant to Appendix 6 (Periodic Reports). The Contractor shall provide copies of all Contractor communications with government agencies and authorities to Rockland Green at the time they are issued by the Contractor or Subcontractors. The Contractor shall maintain the Release, Spill and Emergency Reports in a log kept at the Facility, consecutively numbered. The log shall be delivered to Rockland Green at the end of the Term.

(F) Monthly Unacceptable Waste Form. The Contractor shall record on a monthly Unacceptable Waste form (the “Monthly Unacceptable Waste Form”) the following for each vehicle that attempted to deliver Unacceptable Waste to the Facility: (a) license plate state and number; (b) date of arrival at the Facility; (c) reason for rejection of the vehicle. Copies of the Monthly Unacceptable Waste Form shall be available at the Facility for review by Rockland Green. In addition, the Contractor’s Project Manager shall verbally report to Rockland Green at the monthly progress meetings descriptions of all Unacceptable Waste rejected from the Facility during the preceding month.

(G) Unsafe Waste Report. The Contractor shall provide Rockland Green within 24 hours of any such incident with a written report of the incident involving Unsafe Waste brought to the Facility and directed away from the Facility for proper handling, as provided in subsection 4.4(F) (Unsafe Waste).

(H) Notice of Default Reports. The Contractor shall provide to Rockland Green, immediately after the receipt thereof, copies of any written notice of a material default, breach or non-compliance received under or in connection with any Legal Entitlement, material contract

entered into by the Contractor in connection with the Contract Services, or under any material financial or contractual instrument to which it is a party.

(I) Annual Waste Summary. The Contractor shall provide to Rockland Green a tabular summary, as provided in Appendix 6 (Periodic Reports), listing all categories and quantities of Acceptable Waste shipped from the Facility during each Billing Month of the Contract Year to End Management Facilities (“Annual Waste Summary”). The Contractor shall submit the Annual Waste Summary to Rockland Green within (30) days of the end of each Contract Year.

**SECTION 3.17. AUTHORITY CORRECTIVE ACTION.**

Rockland Green shall have the right, but not the obligation, to perform any operating obligation of the Contractor that relates to health, safety, environmental quality or aesthetics that the Contractor fails to immediately perform after receipt of reasonable notice by Rockland Green. If Rockland Green exercises this right, it shall be entitled to recover from the Contractor all costs and expense related to the performance of such corrective action.

**SECTION 3.18. SERVICE COORDINATION AND CONTRACT ADMINISTRATION.**

(A) Contractor’s Project Manager. The Contractor shall appoint and train a manager for the Facility (the “Project Manager”) who is experienced and proficient in the management and operation of facilities comparable to the Facility. The Contractor acknowledges that the performance of the individual serving from time to time as the Project Manager will have a material bearing on the quality of service provided hereunder, and that effective cooperation between Rockland Green and the Project Manager will be essential to effectuating the intent and purposes of this Agreement. The Contractor shall replace the Project Manager at the request of Rockland Green, after notice and a reasonable opportunity for corrective action, in the event Rockland Green determines, in its sole discretion that an unworkable relationship has developed between the Project Manager and Rockland Green.

(B) Contract Representative. Each of Rockland Green and the Contractor shall designate in writing by the Contract Date a person to transmit instructions, receive information and otherwise coordinate service matters arising pursuant to this Agreement (each, a “Contract

Representative”). Either party may designate a successor or substitute Contract Representative at any time by written notice to the other party. The Contractor’s Contract Representative shall be intimately familiar with the day-to-day operations activities of the Facility and shall be in regular communication with the Project Manager.

(C) Contractor’s Senior Supervisors. The Contractor shall appoint and inform Rockland Green of the identity of the corporate officials of the Contractor with senior supervisory responsibility from time to time for the Facility and the performance of this Agreement (the “Senior Supervisors”). The Contractor shall promptly notify in writing to Rockland Green of the appointment of any successor Senior Supervisors. The Senior Supervisors shall cooperate with Rockland Green in any reviews of the performance of the Project Manager Rockland Green may undertake from time to time, and shall give full consideration to any issues raised by Rockland Green in conducting such performance reviews.

### **SECTION 3.19. COMMUNICATIONS AND MEETINGS.**

On or before the Contract Date, the Contractor shall inform Rockland Green of the telephone and fax numbers, e-mail address and other means by which the Project Manager and Senior Supervisors may be contacted. Rockland Green shall furnish to the Contractor comparable communications information with respect to the Contract Representative. The Contractor shall meet with Rockland Green each month (“Progress Meetings”) to review the contents of the operations reports required to be prepared pursuant to Section 3.16 (“Periodic Reports”), and report on any Unacceptable Waste rejected from the Facility; any health and safety incidents that have occurred at the Facility during the subject Billing Month; and any incidents involving Unsafe Waste brought to the Facility.

The Project Manager and, if requested by Rockland Green, the Senior Supervisors each shall personally attend the monthly Progress Meetings with Rockland Green, and all public Authority meetings which Rockland Green may reasonably request from time to time, to review management, operational, performance and planning matters arising with respect to the Facility and this Agreement. If requested by Rockland Green, a representative of any Subcontractor shall attend Progress Meetings.

Any issue in dispute which the parties are unable to resolve at such Progress Meetings and special meetings may be referred to Non-Binding Mediation, and the resolution of any issue

resolved at such meetings or through Non-Binding Mediation shall be reflected in a Contract Administration Memorandum.

**SECTION 3.20. ADMINISTRATIVE COMMUNICATIONS.**

(A) Administrative Communications. The parties recognize that a variety of contract administrative matters will routinely arise throughout the Term of this Agreement. These matters will by their nature involve requests, notices, questions, assertions, responses, objections, reports, claims, and other communications made personally, in meetings, by phone, by mail and by electronic and computer communications. The purpose of this Section is to set forth a process by which the resolution of the matters at issue in such communications, once resolution is reached, can be formally reflected in the common records of the parties so as to permit the orderly and effective administration of this Agreement.

(B) Contract Administration Memoranda. The principal formal tool for the administration of matters arising under this Agreement between the parties shall be a “Contract Administration Memorandum.” A Contract Administration Memorandum shall be prepared, once all preliminary communications have been concluded, to evidence the resolution reached by Rockland Green and the Contractor as to matters of interpretation and application arising during the course of the performance of their obligations hereunder. Such matters may include, for example: (1) claims for an increase or decrease of the Service Fee or other demands for compensation or performance based on any provision of this Agreement; (2) issues as to the meaning, interpretation, application or calculation to be made under any provision hereof; (3) notices, waivers, releases, satisfactions, confirmations, further assurances and approvals given hereunder; and (4) other similar contract administration matters.

(C) Procedures. Either party may request the execution of a Contract Administration Memorandum. When resolution of the matter is reached, a Contract Administration Memorandum shall be prepared by or at the direction of Rockland Green reflecting the resolution. The Contract Administration Memorandum shall be numbered, dated, signed by the Contract Representative of each party, and co-signed by the Contractor and by Rockland Green. To the extent the Contract Administration Memorandum relates to services provided by a Subcontractor, it shall additionally be signed by such Subcontractor. Rockland Green and the Contractor each shall maintain a

parallel, identical file of all Contract Administration Memoranda, separate and distinct from all other documents relating to the administration and performance of this Agreement.

(D) Effect. Executed Contract Administration Memoranda shall serve to guide the ongoing interpretation and performance of this Agreement and, if applicable, any Subcontract. Any material change, alteration, revision or modification of this Agreement, however, shall be effectuated only through a formal Agreement amendment in accordance with Section 10.11 of this Agreement.

#### **ARTICLE IV FACILITY PERFORMANCE**

##### **SECTION 4.1. DELIVERY OF ACCEPTABLE WASTE BY ROCKLAND GREEN.**

Rockland Green shall not be required to deliver or cause the delivery of any amounts of Acceptable Waste to the Facility and shall not be liable in damages for any failure to so deliver or cause the delivery of any amounts of Acceptable Waste.

##### **SECTION 4.2. RECEIPT OF ACCEPTABLE WASTE AND REJECTION OF UNACCEPTABLE WASTE BY THE CONTRACTOR.**

(A) Contractor Obligations. The Contractor shall provide a full range of operations services, including screening out Unacceptable Waste; accepting, classifying and logging Acceptable Waste; separating and segregating Acceptable Waste by types and categories as defined herein and approved by the DEC; consolidating compatible types of Acceptable Waste and avoiding mixing of reactive types of Acceptable Waste; containerizing, coding and labeling Acceptable Waste; storing containerized Acceptable Waste in the Facility's storage compartments; and, preparing containers for transportation. The Project Manager shall determine whether tendered waste is Acceptable Waste or Unacceptable Waste.

(B) Receiving and Processing of Acceptable Waste. The Contractor shall receive and process all Acceptable Waste delivered to the Facility by Rockland County residents and CESQGs in each Contract Year in accordance with the Operating Plan, the Health and Safety Plan, and the terms of this Agreement; provided, however, that the Contractor may refuse delivery of (1) any Acceptable Waste which cannot be processed at the Facility on account of a partial or complete shutdown caused by Uncontrollable Circumstances or Authority Fault, and (2) any Unacceptable Waste. The Contractor shall ensure that Acceptable Waste is handled and processed in accordance with Applicable Law. As such, the Contractor shall ensure that any entity handling or processing

Acceptable Waste maintains all required Governmental Approvals for such purpose and provides evidence to that effect. The Contractor shall also ensure that Acceptable Waste is handled in a manner so as not to release, or cause the release of, hazardous materials into the atmosphere or into the environment.

(C) Abandoned Acceptable Waste. The Contractor shall accept and process any Acceptable Waste that has been abandoned and discovered on the grounds of the Facility as if it were received from a Rockland County resident (“Abandoned Acceptable Waste”). The Contractor shall record the discovery and acceptance of such waste on the Monthly Waste Acceptance Form as if received from a Rockland County resident vehicle, charge the Vehicle Unit Fee accordingly, and make a note on the Monthly Waste Acceptance Form that such waste was abandoned waste. The Contractor shall immediately notify Rockland Green of its discovery of Abandoned Acceptable Waste at the Facility Site.

#### **SECTION 4.3. RECEIVING AND OPERATING HOURS.**

(A) Receiving Hours. On and after the Contract Date, the Contractor shall keep the Facility open for receiving Acceptable Waste: (1) from 8:00 a.m. to 1:00 p.m., Monday through Friday, except on Authority Holidays; and (2) from 8:00 a.m. to 1:00 p.m. on alternate Saturdays and Sundays, on the dates designated by Rockland Green (“Normal Receiving Hours”). Rockland Green reserves the right to reduce the number of Weekend Collection Days, and payment to the Contractor shall be reduced accordingly.

(B) Operating Hours. The Contractor may operate the Facility (1) from 7:00 a.m. to 5:00 p.m., Monday through Friday, except on Authority Holidays; and (2) from 7:00 a.m. to 5:00 p.m. on the dates designated by Rockland Green as Weekend Collection Days (“Normal Operating Hours”). During such Normal Operating Hours, the Contractor shall perform Contract Services such as, but not limited to, the following: preparation for receipt of waste, organization of waste storage areas, loading of waste onto shipping vehicles, shipment of waste, performing inspections, record keeping and routine Facility maintenance. No work shall be performed at the Facility during any other hours unless the work is being performed in response to an emergency or the Contractor has received explicit written authorization from Rockland Green to work at the Facility during other hours outside of the prescribed Normal Operating Hours.

**SECTION 4.4.            PROCEDURES AND REQUIREMENTS FOR RECEIVING AND SCREENING WASTE.**

(A)    Receiving Procedures. The Contractor shall direct vehicles to the entrance gate of the Facility and shall verify that the vehicle is transporting Acceptable Waste and shall inquire whether the waste is from a Rockland County household or CESQG. The Contractor shall then direct the vehicle to the unloading area and shall direct the vehicle occupants to stay inside the vehicle. The Contractor shall open vehicle trunks, doors and tailgates and safely remove Acceptable Waste from vehicles and transfer such Acceptable Waste to the appropriate area inside the Facility building. The Contractor shall only unload Acceptable Waste when vehicles are within the designated unloading area. The Contractor shall provide clear instructions to vehicle occupants during unloading and shall close vehicle trunks, doors and tailgates after the waste has been removed, and then direct vehicles to the exit gate.

The Contractor shall be required to unload and manage waste delivered to the Facility in damaged, corroded and open containers, unless the Contractor can demonstrate, on a case-by-case basis, to the satisfaction of Rockland Green, that it is impractical or unsafe to accept any such waste at the Facility.

The Contractor shall minimize the time each vehicle is at the Facility Site by effectively directing traffic flow and working quickly and efficiently to safely unload vehicles. The Contractor shall at all times maintain appropriate staff, equipment, supplies and materials to ensure that this objective is being met during Normal Receiving Hours.

All work surfaces on which waste will be placed for screening, sorting, etc. shall be covered with appropriate disposable plastic sheeting prior to the start of each work day. The plastic sheeting shall be removed and replaced by the Contractor frequently during each work day in order to always maintain clean working surfaces. All used plastic sheeting shall be removed at the end of each work day. Used plastic sheeting shall be containerized immediately after removal. The Contractor shall properly characterize, containerize, label, transport and dispose offsite all waste plastic sheeting.

(1)    Vehicle Count. The Contractor shall keep a daily log of each vehicle delivering waste to the Facility by recording the number and state of the vehicle license plate, the date of delivery, and the type of waste delivered. Copies of the vehicle count log shall be included as attachments to the Monthly Waste Acceptance Form.

(2) Unacceptable Waste Log. The Contractor shall keep a daily log of each vehicle rejected from delivering waste to the Facility and include for each vehicle: (a) license plate state and number; (b) date of arrival at the Facility; and (c) reason for rejection of vehicle. Copies of the Unacceptable Waste Log shall be available at the Facility for review by Rockland Green. The Project Manager shall orally report to Rockland Green at the monthly Progress Meetings regarding all Unacceptable Waste rejected from the Facility during the subject Billing Month.

(B) Electronic Waste. The Contractor shall record on the Monthly Waste Acceptance Form all vehicles containing Electronic Waste delivered to the Facility.

(1) Electronic Waste Facility. The Contractor shall provide for the removal and disposal of all Electronic Waste delivered to the Facility to the Contractor-owned End Management Facility located in Reidsville, NC, Colt Recycling, LLC located in Hudson, NH, or such other End Management Facility approved by Rockland Green for such purpose. The Contractor shall provide: (a) a forty-foot (40') sea can trailer at the Facility Site for immediate transfer to and storage of the Electronic Waste on site; (b) at a minimum, guaranteed weekly removal of Electronic Waste; and (c) a replacement sea can trailer to be placed on site after each shipment of Electronic Waste.

(C) Compassionate Reuse. Rockland Green, at its sole discretion, may require the Contractor to segregate materials for Compassionate Reuse. Rockland Green may include or remove items designated for Compassionate Reuse throughout the Contract Term. The Contractor shall not allow personnel of any organization to participate in Compassionate Reuse to unload Acceptable Waste from vehicles. The Contractor shall unload such Acceptable Waste and shall segregate Acceptable Waste for Compassionate Reuse as defined by Rockland Green. Personnel of any organization participating in Compassionate Reuse will sort through and determine which items of such segregated Acceptable Waste the Compassionate Reuse organization(s) will accept. Rockland Green will require personnel of organizations participating in Compassionate Reuse to set up in an area at the Facility Site located beyond the designated unloading area.

(D) CESQG and Other CESQG Waste. The Contractor shall receive, manage and process for end disposal all Acceptable Waste delivered to the Facility by CESQGs. The Contractor may receive Acceptable Waste delivered to the Facility by Other CESQGs.

(1) CESQGs. Rockland Green shall require CESQGs to follow the procedure outlined in the "Policies and Procedures Governing the Use of Rockland County's Household

Hazardous Waste Collection Facility by Conditionally Exempt Small Quantity Generators” set forth in Appendix 10. The Contractor shall not accept waste brought to the Facility by CESQGs that have not complied with the above-referenced procedure, and shall notify Rockland Green immediately of any attempted delivery by such CESQG. The Contractor shall separately identify and include CESQG vehicles in the Contractor’s count of vehicles delivering Acceptable Waste to the Facility, with a notation of such vehicle as CESQG, and shall record such vehicles on the Monthly CESQG Waste Form. The Contractor shall bill Rockland Green separately for CESQG waste, as provided in Section 6.4 (Billing for CESQG Waste).

The Contractor shall weigh all Acceptable Waste delivered by CESQGs at the time of delivery, and provide to the CESQG a weigh ticket, signed by the Contractor’s Project Manager or Operations Foreman, indicating the weight of the waste, the date and time of delivery of the waste, the name of the entity, the name of the vehicle driver and the manufacturer, model, and license plate number of the delivery vehicle. A copy of each CESQG weigh ticket shall be provided to Rockland Green with the Monthly Report.

(2) Other CESQGs. The Contractor may receive and accept Acceptable Waste from Other CESQGs located in Rockland County. The Contractor shall require Other CESQGs to follow the procedure outlined in the “Policies and Procedures Governing the Use of Rockland County’s Household Hazardous Waste Collection Facility by Conditionally Exempt Small Quantity Generators” set forth in Appendix 10. The Contractor shall not accept waste brought to the Facility by Other CESQGs that have not complied with the above-referenced procedure and shall notify Rockland Green immediately of any attempted delivery by such Other CESQG. The Contractor shall separately identify and include Other CESQGs in the Vehicle Count and shall record such vehicles on the Monthly CESQG Waste Form, with a notation of such vehicle as Other CESQG. The Contractor shall be responsible for collecting payment directly from such Other CESQGs. The Contractor shall not bill Rockland Green for the handling of Other CESQG waste.

(E) Screening Procedures. The Contractor shall screen all waste delivered to the Facility in accordance with the Operating Plan in order to confirm that it is Acceptable Waste before it is unloaded. Waste screening shall be performed under the supervision of qualified personnel. The Contractor shall implement best efforts to reject Unacceptable Waste. If unloaded at the Facility, the Contractor shall be responsible for all management and disposal of

Unacceptable Waste in accordance with applicable laws and regulations and the requirements specified herein, at no additional cost to Rockland Green.

(F) Unsafe Waste. If the Contractor determines that it would be unsafe to remove waste from a vehicle (“Unsafe Waste”), the Contractor shall direct the driver to the Fire Training Center parking lot and shall contact the appropriate public emergency response organization. The Contractor shall notify Rockland Green immediately in the event of such an incident and provide a written report to Rockland Green within 24 hours thereafter regarding any such incidents, as provided in Appendix 6 (Periodic Reports). The Contractor shall inform the driver of the vehicle transporting such Unsafe Waste of the types of Acceptable Waste received and accepted at the Facility.

#### **SECTION 4.5. MANAGEMENT, PACKAGING AND STORAGE OF WASTE.**

(A) Waste Classification. The Contractor shall properly classify for packaging, storage, labeling, shipping and end-management all Acceptable Waste delivered to and accepted at the Facility. The Contractor shall submit to Rockland Green a list of all types of Acceptable Waste that the Contractor anticipates it will receive and process at the Facility.

(B) Waste Packaging and Storage. The Contractor shall store and manage waste in such a manner as to prevent any hazardous conditions (i.e., potential for fire, explosion, spills, etc.), or the mixing of incompatible waste. The Contractor shall containerize liquid waste immediately after it has been properly characterized. The Contractor shall furnish all containers required for storage of waste, and such containers shall be of a kind and quality required by Applicable Law and appropriate for the type of waste being stored. The label of each storage container shall display a unique Container Identification Number and the beginning date of waste accumulation for the subject container. The Contractor shall consolidate in containers, package and label all Acceptable Waste in accordance with the requirements of Applicable Law, including the laws and regulations of those governing agencies which have jurisdiction over areas through which such waste will be transported, as well as in accordance with the requirements of the applicable End Management Facility. The Contractor shall perform all waste consolidation, packaging and containerizing within the building under the supervision of the Project Manager or Operations Foreman. The Contractor shall not fill any container above its design capacity. The

Contractor shall keep containers tightly closed at all times other than when material is not being sampled or added to a container.

The Contractor shall only store Acceptable Waste in the prefabricated steel storage bays and the bays shall be kept locked whenever the Contractor's staff is off-site. The Contractor shall not store Acceptable Waste at the Facility in quantities that exceed the storage limits of the prefabricated steel storage bays.

(C) Waste Inventory and Container Storage Diagram. The Contractor shall maintain an inventory of the Acceptable Waste that is currently being stored at the Facility, on a "Waste Inventory Form", as provided in Appendix 14 (Operating Plan), which form shall include a tabular summary for each container at the Facility and be updated at the end of each day. The Contractor shall maintain at the Facility the Waste Inventory Forms in a separate three-ring binder, appropriately labeled on the spine, and shall provide copies to Rockland Green upon request. The Contractor shall also prepare at the end of each work day a diagram showing the date, Container Identification Number and the location of each container of waste currently stored at the Facility ("Waste Inventory and Container Storage Diagram"). The Waste Inventory Forms shall for each container cross-reference the corresponding Container Identification Number on the Container Storage Diagram and shall include: the date; description of container contents; description of container volume, color and materials of construction (e.g., black 55-gallon steel drum); start date of accumulation of waste in the containers; approximate percent of container storage capacity used; for full containers, the date the container became full and the weight of the container; description of each individual waste container in the container, its contents, volume and date added; and the United States Department of Transportation hazard classification.

The Contractor shall prominently post the current day's Waste Inventory Form and Container Storage Diagram inside the building near the front entrance. The Contractor also shall place a copy of the current day's Waste Inventory Form and Container Storage Diagram in the mailbox at the Facility and deliver a copy of both to the Fire Training Center at the end of each work day. The Contractor's staff shall check all containers prior to departing from the Facility at the end of each day to ensure that all waste has been properly containerized and packaged, all containers have been properly labeled and tightly closed and all waste and containers are placed in the storage areas shown on the Container Storage Diagram.

(D) Release, Leak or Spillage of Waste. The Contractor shall perform the Contract Services in such manner that Acceptable Waste will not be released, leaked or spilled on to the Facility Site or elsewhere. The Contractor shall be responsible to clean up any type of release, leak or spill occurring at the Facility, in accordance with Section 3.12 (Emergency Preparedness and Response). The Contractor shall bear the cost of cleaning up and correcting any adverse consequences resulting from any such release, leakage or spillage caused by its employees, agents or Subcontractors and shall make and file any reports with respect thereto required under this Agreement and Applicable Law.

#### **SECTION 4.6. WASTE SHIPPING AND END MANAGEMENT.**

(A) Maintenance Records and Responsibilities. All waste shipping papers shall be managed by the Contractor. The Contractor shall maintain at the Facility in chronological order in three-ring binders copies of waste shipping papers, manifests, Certificates of Destruction and Shipment Certificates. The Contractor shall furnish all labor, materials, supplies, equipment, power, facilities and incidentals necessary to manifest, transport and dispose of all Acceptable Waste from the Facility to End Management Facilities. The Contractor shall coordinate and schedule all arrangements with waste transporters and End Management Facilities.

(B) Permits and Other Approvals. The Contractor shall prepare and issue all notifications, and apply for and obtain all permits and approvals required for shipping and for end management treatment or disposal. All fees for licenses, permits, tolls, approvals, taxes, etc. shall be the responsibility of the Contractor. The Contractor shall provide all required notifications to federal, state and local agencies prior to transporting material off site. Copies of all notifications issued by the Contractor shall be transmitted to Rockland Green at the time of issuance.

(C) Shipping Times. The Contractor shall only ship waste during Normal Operating Hours, but not during Normal Receiving Hours, unless prior approval is obtained from Rockland Green. The Contractor shall ship waste from the Facility only when the Project Manager or Operations Foreman is on site.

(D) Sampling and Analysis of Waste. The Contractor shall be responsible for all sampling and analyses required for proper end management. If requested by Rockland Green, the results of analyses shall be submitted to Rockland Green. The time and date of collection and

sample identification numbers shall be clearly indicated on the results of analyses furnished to Rockland Green.

(E) Waste Removal and Shipment. The Contractor shall remove all containers storing Acceptable Waste from the Facility within one hundred eighty (180) days of the date the Contractor first began to accumulate waste in each such container, in accordance with Applicable Law and any special permit conditions established by the Facility Permit. In addition, the Contractor shall ship Acceptable Waste more frequently as required in order to maintain adequate space for proper storage of Acceptable Waste at the Facility. The Contractor shall not keep any waste on site beyond the 180-day time period set forth in the applicable regulations. If the Contractor is about to ship waste, or after the Contractor has shipped waste, to an End Management Facility, the Contractor learns that such End Management Facility is at full capacity or is closed, the Contractor must take such waste shipped from the Facility, or ship such waste that was readied for shipment, to an alternate End Management Facility that is authorized to accept such waste and the Contractor shall not return to the Facility, or keep such waste at the Facility.

The Contractor shall prepare an inventory of waste on each vehicle load shipped from the Facility (“Vehicle Shipment Inventory”), as provided in Appendix 5 (Monthly Report). The Contractor shall assign a unique identification number to each shipment (“Vehicle Shipment Number”). All shipments shall be numbered consecutively in chronological order consistent with their dates and times of departure from the Facility. The Contractor shall maintain the Vehicle Shipment Inventory at the Facility and shall submit a copy to Rockland Green with the Monthly Report.

The Contractor shall notify Rockland Green two (2) business days prior to shipping waste from the Facility of its intent to make a shipment of waste from the Facility. The Contractor shall complete all required shipping papers, manifest forms and bills of lading as required by Applicable Law for transportation and end management of waste. The Contractor shall comply with all requirements for notification, labeling, documentation, sampling, analysis, and transportation imposed by the End Management Facilities and Applicable Law. Rockland Green will not sign any documents unless explicitly required by Applicable Law.

Prior to departure of each vehicle transporting waste, a certificate signed by the Contractor’s Project Manager or Operations Foreman shall be submitted to Rockland Green (the, “Shipment Certificate”). Each Shipment Certificate shall include: (1) the Vehicle Shipment

Number, date and time of departure and the vehicle license plate state and number, (2) a statement that all waste has been properly characterized, labeled and containerized/packaged, (3) a statement that the contents of the vehicle are properly secured to prevent any releases, and (4) the route of transport and location where the waste is being transported.

The Contractor shall ensure that no waste is added to, or removed from, any transport vehicles between their time of departure from the Facility and their time of arrival at the appropriate End Management Facility.

Hazardous waste manifests signed and dated by the generator, the transporter, and the End Management Facility, and which identify the number of containers, the quantity of waste, and a description of the waste shall be provided as a prerequisite to payment for each monthly invoice. The Vehicle Shipment Numbers shall be added to each hazardous waste manifest by the Contractor.

Rockland Green shall have the right to request, and the Contractor shall provide within 14 days following such request, the weights of each container of Acceptable Waste upon receipt at the End Management Facility.

Clean corrugated cardboard, clean recyclable plastic, and items designated by Rockland Green for Compassionate Reuse shall be placed in the designated roll-off containers at the Facility. Rockland Green shall arrange for the potential Compassionate Reuse of clean corrugated cardboard, clean recyclable plastic, and items designated by Rockland Green for Compassionate Reuse in the designated roll-off containers. If at any time Rockland Green finds that material other than clean corrugated cardboard, clean recyclable plastic, and items designated by Rockland Green for Compassionate Reuse has been placed in the roll-off containers, the Contractor shall pay all costs associated with removal and disposal of the non-conforming material. The end use of materials segregated for Compassionate Reuse, but not selected for Compassionate Reuse, will be the responsibility of the Contractor. Materials segregated for Compassionate Reuse, but not selected for Compassionate Reuse, shall be shipped from the Facility as frequently as necessary to always maintain adequate space for proper storage of waste at the Facility or as otherwise directed by Rockland Green.

(F) Waste Transporters and Hauling Vehicles. The Contractor shall use only properly permitted Authority-approved waste transporters. The Contractor shall screen all vehicles and drivers to ensure that they are properly permitted and licensed in accordance with Applicable Law,

including the laws and regulations of all government agencies having jurisdiction over areas through which the waste will be transported. The Contractor shall ban from the Facility any vehicle drivers with a history or record of unsafe vehicle operation. The Contractor, or its Subcontractor, shall use vehicles that are designed, equipped, operated and maintained to prevent leakage, spillage or airborne emissions to transport Acceptable Waste from the Facility. The Contractor shall use appropriate controls to contain odors during loading and shipping of Acceptable Waste. The Contractor, or its Subcontractors, shall use only safe, suitable and well-maintained vehicles, which are properly labeled/placarded, manned, permitted and registered to perform the required transportation services.

The Contractor shall continuously monitor the regulatory compliance status of all waste transporters used to transport waste from the Facility. The Contractor shall immediately notify Rockland Green of any potential or actual change in the regulatory compliance status of any waste transporters as soon as the Contractor becomes aware of such potential or actual change, and in consultation and with the consent of Rockland Green, shall make arrangements to divert waste to alternate transporters.

(G) Hauling Routes. The Contractor, or its Subcontractor(s) providing hauling services, shall use only State and County roads, except as otherwise approved by Rockland Green as necessary alternatives, when transporting Acceptable Waste from the Facility to the End Management Facilities. When traveling through the Town of Ramapo, Contractor, or its Subcontractor(s), when performing the hauling services shall use the following route: From the Facility to Firemen's Memorial Drive; Firemen's Memorial Drive to Pomona Road; Pomona Road to Route 45; Route 45 to Route 59; Route 59 to Interstate 87.

(H) Measurement Devices and Procedures. The Contractor shall operate, maintain and calibrate the weigh scale at the Facility as required by laws and regulations applicable to use of the weigh scale for commerce for its intended use in the weighing of Acceptable Waste. The Contractor shall calibrate the weigh scale at the Facility at least annually and independent verification shall be submitted to Rockland Green of such calibration. Rockland Green shall have the right to inspect the scale and confirm that it is calibrated properly.

(I) End Management Facilities. The Contractor shall arrange for and use permitted, Authority-approved End Management Facilities for acceptance of each type of waste delivered to the Facility. Only End Management Facilities about which Rockland Green receives positive

reports from government agency regulators will be approved by Rockland Green for use by the Contractor. The End Management Facilities shall have the capacities to accept the Facility waste in the quantities generated. The Contractor shall promptly advise Rockland Green, in writing, of the End Management Facilities where each shipment from the Facility is treated and/or disposed, including a description of the type(s) and quantity of Acceptable Waste treated and/or disposed and each method of treatment and/or disposal. The Contractor shall be solely responsible for obtaining the required approvals from End Management Facilities for their receipt and acceptance of Acceptable Waste from the Facility.

The Contractor shall use only those End Management Facilities listed in Appendix 21 (Authority-approved End Management Facilities) in accordance with the provisions thereof, as shall be amended from time to time, subject to prior approval by Rockland Green. The Contractor shall not use any End Management Facilities that appear on any list of sites which have been identified by any government agency as sites which have resulted in a negative impact to the environment, or which have been the subject of administrative or judicial actions for an alleged or actual violation of environmental or public health laws or regulations. The Contractor shall not ship any Acceptable Waste delivered to the Facility outside of the United States of America or Canada, without prior written approval of Rockland Green. This restriction applies to all components of Acceptable Waste, including “down-stream” residue generated by reclamation, recycling, “demanufacturing” and scrapping operations.

The Contractor shall continuously monitor the regulatory compliance status of all waste transporters and End Management Facilities used and proposed for use. The Contractor shall not use any facility with a significant violation as reported on the USEPA’s database Enforcement and Compliance History Online. Any time that the Contractor becomes aware of a potential or actual change in the regulatory compliance status of any waste transporter or End Management Facility used and proposed for use, the Contractor shall immediately notify Rockland Green of such potential or actual change, and in consultation and with the consent of Rockland Green, shall make arrangements to divert waste to Authority-approved alternate waste transporters and end management facilities.

The Contractor shall provide Rockland Green with an audit report for each proposed End Management Facility prior to the approval by Rockland Green of any proposed End Management

Facility. At Rockland Green's request, the Contractor shall arrange for access by Rockland Green to inspect proposed End Management Facilities.

**SECTION 4.7. CURTAILMENTS IN OPERATIONS AND TEMPORARY SHUTDOWNS.**

(A) Curtailments in Operations. Rockland Green may request and the Contractor shall, at no additional cost to Rockland Green, on an emergency basis, temporarily close the Facility when directed by Rockland Green. Additionally, if the operation of the Facility for any reason is temporarily reduced, curtailed or shut down so that the Contractor is unable to receive and process all or any portion of the Acceptable Waste, the Contractor shall immediately advise Rockland Green as to the nature and probable duration thereof and the expected effect on the operation of the Facility, and take all steps necessary to remedy the curtailment or shutdown and to resume full performance hereunder as soon as possible.

(B) Effect of Temporary Shutdown. If the receiving or processing capacity of the Facility is partially or completely shut down as the result of the Contractor's fault, the Contractor will arrange for and pay the cost of the transportation of all Acceptable Waste to an Alternate Facility. During any period in which operation of the Facility is temporarily reduced, curtailed or shut down, the obligations of the parties to receive and process Acceptable Waste, and to pay the Service Fee therefor, shall continue, subject to the provisions hereof, including, without limitation, Section 4.2 (Receipt of Acceptable Waste and Rejection of Unacceptable Waste by the Contractor) and Article VI (Service Fee), Article VII (Breach, Default, Termination for Cause and Dispute Resolution), and Article IX (General) hereof, as applicable.

**SECTION 4.8. TITLE TO AND LIABILITY FOR ACCEPTABLE WASTE.**

As between the parties, title to, risk of damage or injury from, and liability for Acceptable Waste shall pass to the Contractor upon receiving and accepting the waste at the Facility. The Contractor shall at all times during the Term of this Agreement assume the status of "Generator" as that term is defined under Applicable Law, and all special conditions in the Facility Permit. Without limiting the foregoing, the Contractor shall indemnify, defend and hold harmless Rockland Green, in accordance with Section 9.4 (Indemnification) hereof, from all Loss-and-Expense of any tort or other liability resulting from the treatment or disposal of Acceptable Waste.

Such indemnity shall extend to any liability resulting from property loss or damage or death or personal injury suffered or alleged to be suffered by any person from exposure to Acceptable Waste based on any theory of recovery, including theories of toxic tort or environmental impairment. The Contractor shall promptly notify Rockland Green of any claim or significant threat of a claim by any person on account or arising out of the management, transportation, treatment or disposal of Acceptable Waste.

## **ARTICLE V MAINTENANCE, REPAIR AND REPLACEMENT**

### **SECTION 5.1.      MAINTENANCE, REPAIR AND REPLACEMENT GENERALLY.**

(A)    Ordinary Maintenance. The Contractor shall perform all normal and ordinary maintenance of the equipment, structures, 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 (with the exception of snow removal and landscaping operations) and in accordance with the Contract Standards, and the Operating Plan. The Contractor shall keep the grounds of the Facility Site in a neat and orderly condition. The Contractor shall maintain and keep the Facility, and all access and egress routes to the Facility, free of debris and litter on a daily basis. The Contractor shall provide or make provisions for all labor, materials, supplies, equipment, spare parts, consumables and services which are necessary for the normal and ordinary maintenance of the Facility.

The Contractor shall furnish and maintain suitable containers (i.e., trash cans) for accumulation of Solid Waste generated at the Facility. The Contractor shall properly dispose of all Solid Waste generated at the Facility (including empty waste containers) by placing such waste in the compactor provided by Rockland Green for such purpose. Rockland Green shall be responsible for disposal of the Solid Waste placed in the compactor. If at any time Rockland Green finds that Acceptable Waste has been placed in the compactor, the Contractor shall pay for all costs associated with off-site transport and disposal of all of the waste contained in the compactor.

The Contractor shall, at least weekly, clean building surfaces, including sweeping and mopping of all building floors and cleaning of the Facility bathroom, using non-toxic cleaners and equipment furnished by the Contractor. The County shall provide snow and ice removal, landscaping, and road sweeping services at the Facility Site. The Contractor shall be responsible

to have the Facility Site snow-plow ready, including removal and replacement, prior to acceptance of waste, of the temporary speed bump.

Prior to departing the Facility at the end of each day, the Contractor shall: (1) properly containerize, label and store all Acceptable Waste; (2) cover the Solid Waste containers outside the Facility to prevent accumulation of storm water in the containers; (3) properly store all equipment, materials and supplies; (4) lock the valve handles on the secondary containment; and (5) lock the Facility and Facility gates.

(B) Maintenance, Repair and Replacement of Facility Site and Ancillary Equipment.

The Contractor shall conduct predictive, preventive and corrective maintenance of the Facility as required by the Contract Standards and the Operating Plan, and shall keep maintenance logs in accordance with the Operating Plan. The Contractor shall be responsible to maintain and repair fences and gates on the Facility Site. The Contractor shall maintain and repair all Ancillary Equipment listed in Appendix 3 (Equipment, Ancillary Equipment and Emergency Equipment). The Contractor shall provide all labor, materials, tools, equipment, technical expertise and supervision necessary to perform all routine, preventive and corrective maintenance and repairs required. The Contractor shall be responsible for all repairs in the amount up to \$15,000 per Contract Year, except for costs of repairs for damages caused by the Contractor, for which Contractor is responsible for the entire cost of such repairs.

**SECTION 5.2. PERIODIC MAINTENANCE INSPECTIONS.**

(A) Facility Inspections. The Contractor shall conduct inspections often enough to identify problems in time to prevent harm to human health or the environment, and shall inspect the Facility for malfunctions and deterioration, operator errors and discharges which may be causing or may lead to a release of hazardous constituents. Contractor shall immediately notify in writing Rockland Green of any known failure or malfunction or potential pending failure or malfunction of any Facility component, building system or equipment. The County will retain responsibility for annual inspection of the fire alarm, fire extinguishers and fire protection systems in the Facility building. The Contractor shall conduct inspections on behalf of Rockland Green, at a minimum, weekly and on a schedule which conforms to the requirements of the Facility Permit and 6 NYCRR 373-4(d)(2). The Contractor shall prepare an inspection checklist, as provided in Appendix 4, which is Facility-specific for this purpose. The Contractor shall record the results of

inspections on the inspection checklist. The inspection checklist shall be maintained by the Contractor in a separate three ring binder at the Facility for the Term. The completed inspection checklists and three ring binder shall be maintained at the Facility and shall be made available to Rockland Green upon request for inspection and shall be turned over to Rockland Green at the end of the Term. The Contractor's inspection responsibilities shall include, but not be limited to, all waste storage areas; containment systems; roadways; storm water management facilities; emergency response equipment and supplies; first aid equipment and supplies; containers and packaging, fences, gates, communication equipment and building systems (i.e., plumbing, electrical and mechanical equipment); and utilities.

(B) Annual Maintenance Inspection. Rockland Green may perform an inspection of the Facility and relevant records of the Contractor each Contract Year to review the state of repair, working condition and performance capability of the Facility and to determine compliance with the Contract Standards. The inspection shall include a concurrent review of all relevant data, records and reports and shall be performed by or on behalf of Rockland Green by an Authority Engineer at Rockland Green's expense. The inspection shall take place at such time determined by Rockland Green upon reasonable notice to the Contractor. The Contractor shall cooperate fully with the inspections, which shall not interfere unreasonably with the Contractor's performance of the Contract Services.

(C) Unscheduled Inspections. Rockland Green has the right, on an unscheduled basis, to inspect the Facility and relevant records of the Contractor to determine compliance with this Article.

(D) Remediation. Based on Rockland Green's review of the Facility Inspection Reports or the annual inspection and reviews conducted pursuant to this Section or any unscheduled inspections conducted by Rockland Green, Rockland Green may submit a statement to the Contractor detailing any deficiencies found and requiring the Contractor to submit a plan of remediation. The remediation plan shall be sufficient to reasonably demonstrate that, if implemented, the Facility will be promptly brought into compliance with the requirements of this Article. If Rockland Green accepts the remediation plan, the Contractor shall thereupon correct all deficiencies noted in accordance therewith. Failing such corrective action, the Service Fee shall be reduced by the amount of Rockland Green's estimated cost of remediation. Any disputes with respect to the cause or amounts specified in Rockland Green's statement, not resolved to the mutual

satisfaction of the parties, shall be determined as provided in Section 7.11 (Non-Binding Mediation Generally) or 7.9 (Forum for Dispute Resolution).

**SECTION 5.3. REMOVAL OF EQUIPMENT.**

The Contractor shall not remove from the Facility any Equipment, Ancillary Equipment, or Emergency Equipment without the prior written approval of Rockland Green.

**SECTION 5.4. LOSS, DAMAGE OR DESTRUCTION TO THE FACILITY.**

(A) Prevention and Repair. The Contractor shall use care and diligence, and shall take all appropriate precautions, to protect the Facility from loss, damage or destruction. The Contractor shall report to Rockland Green and the insurers, immediately upon obtaining knowledge thereof, any loss, damage or destruction to the Facility and as soon as practicable thereafter shall submit a full report to Rockland Green. The Contractor shall also submit to Rockland Green within 24 hours of receipt copies of all accident and other reports filed with, or given to the Contractor by, any insurance adjuster or Governmental Body. The parties shall cooperate so as to promptly commence and proceed with due diligence to complete the repair, replacement and restoration of the Facility to at least the character and condition thereof existing immediately prior to the loss, damage or destruction, in accordance with and subject to the procedures set forth in Article VII (Breach, Default, Remedies and Termination). Rockland Green shall have the right to monitor, review and inspect the performance of any repair, replacement and restoration work by the Contractor.

(B) Insurance and Other Third-Party Payments. To the extent that any repair, replacement or restoration costs incurred pursuant to this Section can be recovered from any insurer or from another third party, each party shall assist the other in exercising such rights as it may have to effectuate such recovery. Each party shall provide the other with copies of all relevant documentation at no cost to the other party and shall cooperate with and assist the other party upon request by participating in conferences, negotiations and litigation regarding insurance claims.

(C) Facility Restoration. Rockland Green shall provide all funds necessary to pay the costs of repairing, replacing and restoring the Facility in accordance with this Section and all insurance proceeds and recoveries from third parties resulting from damage to or the loss or destruction of the Facility shall be for the account of Rockland Green; provided, however, that

such costs not covered by insurance proceeds or third-party payments shall be borne by the Contractor to the extent the loss, damage or destruction was not caused by Uncontrollable Circumstances or Authority Fault.

## **ARTICLE VI SERVICE FEE**

### **SECTION 6.1.      SERVICE FEE.**

(A)    Service Fee Components. The Contractor shall be paid each month by Rockland Green, a Service Fee that is comprised of: (1) a Monthly Fixed Fee for Facility Operation and Maintenance, and (2) the following fees:

- (i)     a Vehicle Unit Fee;
- (ii)    a per pound fee for CESQG Waste other than Paint Waste;
- (iii)   a per pound fee for CESQG Paint Waste;
- (iv)    a Daily Labor Fee for each additional Chemical Waste Technician requested by Rockland Green and provided for an 8-hour day by the Contractor (not including weekends).

All compensation paid to the Contractor shall be made in accordance with the schedule attached hereto as Appendix 12 (Pricing Schedule).

(B)    Sole and Exclusive Compensation. The Contractor acknowledges that the Service Fee shall comprise its sole, exclusive and entire compensation for the Contract Services performed under this Agreement. Accordingly, the Contractor agrees that it shall receive no compensation for any of the following: (1) Training Services as outlined in subsection 3.8(E); (2) attendance at Progress Meetings as outlined in Section 3.19; (3) any consultations provided to Rockland Green in connection with Rockland Green's public education program or publicity regarding the benefits of the Household Hazardous Waste Program during Normal Operating Hours; (4) evaluation and recommendations regarding disposal of hazardous material at off-site residence and/or municipal facilities located in Rockland County; (5) accompanying Authority staff performing an audit of End Management Facilities, as requested by Rockland Green; and (6) other items of responsibility and work identified in the RFP and this Agreement and otherwise required for proper operation and maintenance of the Facility in accordance with the Contract Standards. In addition, except as otherwise expressly stated in this Agreement, no payment shall be made by Rockland Green to the

Contractor for out-of-pocket expenses or disbursements made in connection with the Contract Services.

(C) Taxes. Rockland Green shall not reimburse the Contractor for any taxes, tariffs, fees, surcharges or other charges pertaining to the Contract Services which are imposed by laws, rules or regulations enacted or promulgated after the effective date of this Agreement. Any imposition of any such taxes, tariffs, fees, surcharges or other charges is a business risk falling solely, exclusively and entirely upon the Contractor.

## **SECTION 6.2. BILLING OF THE SERVICE FEE.**

(A) Invoices. For each Billing Month, the Contractor shall render a statement (an "Invoice") to Rockland Green by the 30th day of the following Billing Month, setting forth each component of the Service Fee for the subject Billing Month (i.e., the prior month of operation). The Contractor shall promptly invoice Rockland Green for Acceptable Waste shipped from the Facility and shall not unduly delay the submission to Rockland Green of its monthly Invoice. The Contractor shall include the Invoice in the Monthly Report for the subject Billing Month. The Invoice shall not include CESQG waste; a separate invoice shall be submitted for CESQG waste as provided in Section 6.4 (Billing for CESQG Waste). Rockland Green shall pay the Service Fee to the Contractor within thirty (30) days of receipt and approval by Rockland Green of the Invoice. Any payments due to Rockland Green from the Contractor shall be deducted by Rockland Green prior to the payment of a monthly Invoice.

(B) Certificates of Destruction. The Contractor shall submit to Rockland Green Certificates of Destruction, manifests and shipping papers for all Acceptable Waste being invoiced within ninety (90) days of the waste to which the Certificate of Destruction pertains having been shipped from the Facility. Rockland Green shall not withhold payment of the Monthly Fixed Fee for Facility Operation and Maintenance for the purpose of ensuring receipt of Certificates of Destruction. Rockland Green shall withhold a 10% retainage, which shall represent 10% of the Total Unit Vehicle Fees and CESQG Waste Fees in a given Billing Month, until Rockland Green receives all of the Certificates of Destruction for all waste shipped in the subject Billing Month. Rockland Green shall make separate payments to the Contractor of the retainage amounts as the requisite Certificates of Destruction are received by Rockland Green.

(C) Contractor Invoice Contact. The Contractor shall assign a single point of contact to respond to Rockland Green's inquiries regarding each Invoice (the "Contractor's Invoice Contact"). The name, title, telephone number and address of the Contractor's Invoice Contact shall be clearly shown on the front of each Monthly Report.

**SECTION 6.3. VEHICLE COUNT RECONCILIATION.**

The Contractor shall compare the Vehicle Count reported on the Monthly Acceptable Waste Form each Billing Month to the number of vehicles for the same Billing Month in the prior year of operation of the Facility. The Contractor shall include in the Monthly Report a statement explaining any significant deviation in the Vehicle Count of 15 % or more for the subject Billing Months. In addition, Rockland Green reserves the right to perform an operational audit in response to such deviation in Vehicle Count, and may withhold payment pending the results of any audit.

**SECTION 6.4. BILLING FOR CESQG WASTE.**

The Contractor shall bill Rockland Green a per pound fee for Paint Waste and a per pound fee for all other Acceptable Waste delivered to the Facility by CESQGs (excluding Electronic Waste and Paint Waste), as provided in Appendix 12 (Pricing Schedule). The Contractor shall submit in the Monthly Report a separate invoice for Acceptable Waste delivered to the Facility by CESQGs and for CESQG Paint Waste.

Invoices for CESQG waste shall include all required backup associated with the waste for which payment is being sought, including hazardous waste manifests. Each invoice shall be prepared in a format which readily provides Rockland Green with a summary of the CESQG waste accepted and managed at the Facility, for which payment is being sought, as provided in Appendix 5 (Monthly Report).

The Contractor shall be responsible for collecting payment directly from Other CESQGs. The Contractor shall not bill Rockland Green for the handling of Other CESQG waste.

**SECTION 6.5. ANNUAL SETTLEMENT.**

Within sixty (60) days after the end of each Contract Year, the Contractor shall deliver to Rockland Green an annual settlement statement (the "Annual Settlement Statement") setting forth the actual aggregate Service Fee payable with respect to such Contract Year and a reconciliation

of such amount with the amounts actually paid by Rockland Green pursuant to the Invoices with respect to such Contract Year, including, without limitation, all adjustments to the Service Fee, and will take into account any amounts payable by Rockland Green or the Contractor pursuant to this Agreement. If any amount is then in dispute, the Annual Settlement Statement shall set forth the Contractor's estimate of such amount and a final reconciliation of such amount shall be made in the Invoice for the Billing Month immediately following the resolution of such dispute. The Contractor shall include a month-by-month annual Vehicle Count comparison, comparing the Vehicle Count in each month of the Contract Year for which the Annual Settlement Statement is being submitted to the Vehicle Count in the same month of the prior Contract Year.

**ARTICLE VII  
BREACH, DEFAULT, TERMINATION FOR CAUSE  
AND DISPUTE RESOLUTION**

**SECTION 7.1. REMEDIES FOR BREACH.**

The parties agree that, except as otherwise provided in Sections 7.2 (Events of Default by the Contractor), 7.3 (Events of Default by Rockland Green), 7.5 (Authority Termination for Convenience) and 7.6 (Authority Termination Due to Uncontrollable Circumstances) hereof with respect to termination rights, in the event that either party breaches this Agreement, the other party may exercise any legal rights it has under this Agreement, under the Security Instruments and under Applicable Law to recover damages or to secure specific performance, and that such rights to recover damages and to secure specific performance shall ordinarily constitute adequate remedies for any such breach. Neither party shall have the right to terminate this Agreement for cause except upon the occurrence of an Event of Default.

**SECTION 7.2. EVENTS OF DEFAULT BY THE CONTRACTOR.**

(A) Events of Default Not Requiring Notice or Cure Opportunity for Termination. Each of the following shall constitute an Event of Default on the part of the Contractor for which Rockland Green may terminate without any requirement of notice or cure opportunity:

(1) Security for Performance. The failure of the Contractor to obtain or maintain in full force and effect, or renew within 30 days prior to expiration, any security

instrument required by Article IX (General) as security for performance of this Agreement, without excuse for Uncontrollable Circumstances or Authority Fault;

(2) Failure to Process. The failure of the Contractor, for a 24-hour period, to process at the Facility or transfer to an Alternate Processing Facility Acceptable Waste delivered to the Facility;

(3) Voluntary Bankruptcy. The filing by the Contractor of a voluntary petition under the Federal Bankruptcy Code, or the consent by the Contractor to the filing of any bankruptcy or reorganization petition against the Contractor under the Bankruptcy Code or the filing by the Contractor of a petition to reorganize the Contractor under the Bankruptcy Code;

(4) Involuntary Bankruptcy. The issuance of an order of a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee of the Contractor or of a major part of the Contractor's property, respectively, or the filing against the Contractor of a petition to reorganize the Contractor pursuant to the Bankruptcy Code, which order shall not have been discharged or which filing shall not have been dismissed within 90 days after such issuance or filing, respectively;

(5) Insolvency. The insolvency of the Contractor as determined under the Bankruptcy Code;

(6) Assignment of this Agreement. The assignment, transfer, conveyance, subcontract, or any funds due therefrom, or other disposition by the Contractor of this Agreement, other than as permitted herein;

(7) Change in Ownership Structure. The failure of the Contractor to comply with the provisions of Section 10.3;

(8) False Representation. A representation or warranty made by the Contractor in this Agreement that is materially false or inaccurate; and

(9) Misleading Statement or Certification. A statement or certification made by the Contractor relating to this Agreement or the performance of the Contract Services is intentionally misleading or knowingly untrue or incorrect.

If this Agreement is terminated under items (3), (4), or (5) of this subsection, the Contractor shall not be entitled to any damages on account thereof nor shall such termination affect the right of Rockland Green to recover against the Contractor or his surety damages which may arise, or

extra costs which may be incurred by Rockland Green as the result of the failure of the Contractor to carry out the terms of this Agreement.

(B) Events of Default Requiring Notice and Cure Opportunity for Termination.

The failure or refusal by the Contractor to perform any material obligation under this Agreement (other than those obligations contained in subsection 7.2(A) above), unless such failure or refusal is excused by an Uncontrollable Circumstance or Authority Fault, shall constitute an Event of Default on the part of the Contractor for which Rockland Green may terminate this Agreement; except that no such other failure or refusal shall constitute an Event of Default giving Rockland Green the right to terminate this Agreement for cause under this subsection unless:

(1) Rockland Green has given prior written notice to the Contractor, stating that a specified failure or refusal exists which will, unless corrected within a reasonable period of time, constitute a material breach of this Agreement on the part of the Contractor and which will, in its opinion, give Rockland Green a right to terminate this Agreement for cause under this Section, and

(2) The Contractor has not initiated within a reasonable period of time (but not more than ten (10) days from the initial default notice) and continued with due diligence to carry out to completion all actions reasonably necessary to correct the default and prevent its recurrence. If the Contractor shall have initiated within such reasonable period of time and continued with due diligence to carry out to completion all such actions, the default shall not constitute an Event of Default during such period of time (in any event not more than thirty (30) days from receipt of the initial default notice) as the Contractor shall continue with due diligence to carry out to completion all such actions to correct such default.

(C) Enforcement Costs. The right of termination provided under this Section upon an Event of Default by the Contractor is not exclusive. If this Agreement is terminated by Rockland Green after the Contract Date for an Event of Default by the Contractor, Rockland Green shall have the right to pursue a cause of action for actual damages and to exercise all other remedies which are available to it under this Agreement, under the Security Instrument and under Applicable Law. The Contractor agrees to pay Rockland Green all Fees-and-Costs incurred by or on behalf of Rockland Green in enforcing payment or performance of the Contractor's obligations hereunder if such non-performance results in a judicially determined Event of Default by the Contractor.

(D) Authority Determination of an Event of Default. The Executive Director of Rockland Green shall make the determination of whether an Event of Default has occurred and shall notify the Contractor of such Event of Default as provided for in this Agreement. The above notwithstanding, in the event of an occurrence of an Event of Default by the Contractor, Rockland Green shall have the right to take whatever corrective action Rockland Green deems appropriate, including, but not limited to, withholding Service Fee payments, termination of this Agreement, or calling upon the Operations Bond and retaining all interest which may have accrued from the initial date of deposit with Rockland Green.

**SECTION 7.3. EVENTS OF DEFAULT BY ROCKLAND GREEN.**

(A) The failure or refusal by Rockland Green to make payments of any undisputed amounts owed by Rockland Green to the Contractor, unless such failure or refusal is excused by an Uncontrollable Circumstance or Contractor breach, shall constitute an Event of Default on the part of Rockland Green for which the Contractor may terminate this Agreement; except that no such failure or refusal shall constitute an Event of Default giving the Contractor the right to terminate this Agreement for cause under this Section unless:

(1) The Contractor has given prior written notice to Rockland Green stating that a specified failure or refusal to perform exists which will, unless corrected within a reasonable period of time, constitute a material breach of this Agreement on the part of Rockland Green, and

(2) Rockland Green has neither (i) challenged in an appropriate forum within a reasonable period of time, the Contractor's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement, nor (ii) corrected or taken steps to correct such default within a reasonable period of time, but not more than sixty (60) days from the date of the notice from Contractor. If Rockland Green has diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for so long as Rockland Green is continuing to take such steps to correct such default.

(3) Bankruptcy or Insolvency. The filing by Rockland Green of a petition seeking relief, a final adjudication of insolvency or bankruptcy, or an assumption by a cognizant regulatory body of supervision of Rockland Green's finances, in any case under the Federal Bankruptcy Code or any federal or State statute intended to provide relief or otherwise become

effective for political subdivisions which are insolvent, financially unsound or unable to meet their obligations as they mature.

(4) Failure to Pay. The failure of Rockland Green to pay undisputed amounts owed to the Contractor under this Agreement within sixty (60) days following receipt of a Contractor invoice therefor.

(B) Enforcement Costs. Rockland Green agrees to pay the Contractor all Fees-and-Costs incurred by or on behalf of the Contractor in enforcing payment or performance of Rockland Green's obligations hereunder if such non-performance results in a judicially determined Event of Default by Rockland Green.

#### **SECTION 7.4. PROCEDURE FOR TERMINATION FOR CAUSE.**

If any party shall have a right of termination for cause in accordance with this Article VII, unless as otherwise set forth herein, the same may be exercised by notice of termination given to the party in default at least sixty (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"). If, after termination for cause of Contractor it is determined that no cause existed for termination of Contractor, such termination shall be deemed to have been made for the convenience of Rockland Green. If this Agreement is terminated by Rockland Green for cause, Rockland Green shall make payment on an equitable basis for all work performed in accordance with this Agreement prior to termination, but no payment shall be made for anticipated profit on unperformed work or services. Additionally, Rockland Green may adjust any payment due to Contractor at the time of termination to account for any additional costs due to Rockland Green because of Contractor's default.

#### **SECTION 7.5. AUTHORITY TERMINATION FOR CONVENIENCE.**

Rockland Green has the right to postpone, suspend or terminate this Agreement in whole or in part for its convenience upon thirty (30) days written notice to Contractor. If this Agreement is terminated by Rockland Green for convenience, Rockland Green shall make payment on an equitable basis for all work performed in accordance with this Agreement prior to termination, as well as any expenses incurred prior to the termination. Such amount shall constitute the Contractor's sole and exclusive remedy for such termination for convenience.

**SECTION 7.6            AUTHORITY TERMINATION DUE TO UNCONTROLLABLE CIRCUMSTANCES.**

Rockland Green shall have the right to terminate this Agreement at any time upon six (6) months' notice to the Contractor following a determination by Rockland Green, made in its sole discretion subject to reasonable justification, that all Uncontrollable Circumstances occurring since the Contract Date have in the aggregate increased the total cost to Rockland Green of Acceptable Waste processing utilizing the Facility fifty percent (50%) above the costs expected as of the Contract Date to be paid by Rockland Green hereunder in the first full Contract Year escalated to such notice date.

**SECTION 7.7.            CERTAIN OBLIGATIONS OF THE CONTRACTOR UPON TERMINATION.**

(A)    Obligations on Default Termination. Upon termination of this Agreement under Section 7.2 (Events of Default by the Contractor), the Contractor at its cost and expense shall:

- (1)    stop performance of the Contract Services on the date and to the extent specified by Rockland Green;
- (2)    promptly take all action as necessary to protect and preserve all materials, equipment, tools, facilities and other property;
- (3)    promptly remove from the Facility Site all equipment, implements, machinery, tools, and other property owned or leased by the Contractor, and repair any damage caused by such removal;
- (4)    clean the Facility Site and Facility, and leave the same in a neat and orderly condition;
- (5)    promptly remove all employees of the Contractor and any Subcontractors and vacate the Facility Site;
- (6)    advise Rockland Green promptly of any special circumstances which might limit or prohibit cancellation of any Subcontract;
- (7)    unless Rockland Green elects to retain the Contractor's Subcontractor(s) in accordance with Section 10.7, terminate all Subcontracts and make no additional agreements with Subcontractors;

(8) notify Rockland Green promptly in writing of any Legal Proceedings against the Contractor by any Subcontractor or third parties relating to the termination of the Contract Services or any Subcontracts;

(9) give written notice of termination, effective as of the date of termination of this Agreement, promptly under each policy of Contractor Insurance (with a copy of each such notice to Rockland Green), but permit Rockland Green to continue such policies thereafter at its own expense, if possible;

(10) remove all waste stored at the Facility from the Facility Site;

(11) deliver to Rockland Green a copy of all books and records in its possession relating to the performance of the Contract Services (including its current Contingency/Emergency Response Plan); and

(12) take such other actions, and execute such other documents, as may be necessary to effectuate and confirm the foregoing matters, or as may be otherwise necessary or desirable to minimize Rockland Green's costs, and take no action which will increase any amount payable by Rockland Green under this Agreement.

(B) Contractor Payment of Certain Costs. If termination is pursuant to Section 7.2 (Events of Default by the Contractor) hereof and the Contractor fails to comply with any obligation under this Section, Rockland Green may, with reasonable notice to the Contractor, perform such obligation; and the Contractor shall pay the entire cost (or any portion thereof) upon demand, notwithstanding that any other person may have defaulted in taking similar action or occupied the same areas or otherwise had any responsibility for the condition involved.

**SECTION 7.8. NO WAIVERS.**

No action of Rockland Green or Contractor pursuant to this Agreement (including, but not limited to, any investigation or payment), and no failure to act, shall constitute a waiver by either party of the other party's compliance with any term or provision of this Agreement. No course of dealing or delay by Rockland Green or Contractor in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof or otherwise prejudice such party's rights, powers and remedies. No single or partial exercise of (or failure to exercise) any right, power or remedy of Rockland Green or Contractor under this Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver must be in writing and

signed by the party granting such waiver. If any covenant or agreement contained in this Agreement is breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and will not be deemed to waive any other breach under this Agreement.

**SECTION 7.9. NO CONSEQUENTIAL OR PUNITIVE DAMAGES.**

In no event shall either party be liable to the other or obligated in any manner to pay to the other, except with respect to indemnification of Loss-and-Expenses arising from third party claims for which one party is obligated to indemnify the other pursuant to the provisions of this Agreement, any special, incidental, consequential, punitive or similar damages (but not actual or direct damages) based upon claims arising out of or in connection with the performance or non-performance of its obligations or otherwise under this Agreement, or the material falsity or inaccuracy of any representation made in this Agreement, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

**SECTION 7.10. FORUM FOR DISPUTE RESOLUTION.**

It is the express intention of the parties that all legal actions and proceedings related to this Agreement or to the Facility or to any rights or any relationship between the parties arising therefrom shall be solely by the laws of the State of New York and shall be solely and exclusively initiated and maintained in the Supreme Court of Rockland County, New York and in any such actions the parties shall have waived their rights to a trial by jury.

**SECTION 7.11. NON-BINDING MEDIATION GENERALLY.**

(A) Rights to Request and Decline. Either party may request Non-Binding Mediation of any dispute arising under this Agreement, whether technical or otherwise. The non-requesting party may decline the request in its sole discretion. If there is concurrence that any particular matter shall be mediated, the provisions of this Section shall apply.

(B) Procedure. The mediator shall be a professional engineer, attorney or other professional mutually acceptable to the parties who have 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.

(C) Non-Binding Effect. Mediation is intended to assist the parties in resolving disputes over the correct interpretation of this Agreement. No mediator shall be empowered to render a binding decision.

(D) Relation to Judicial Legal Proceedings. Nothing in this Section shall operate to limit, interfere with or delay the right of either party under this Article to commence judicial Legal Proceedings upon a breach of this Agreement by the other party, whether in lieu of, concurrently with, or at the conclusion of any Non-Binding Mediation.

#### **SECTION 7.12. NO LIMITATION ON CONTRACTOR LIABILITY.**

There shall not be a monetary limitation on the liability exposure of the Contractor pursuant to the provisions of this Agreement.

#### **SECTION 7.13. AUTHORITY TAKEOVER OF FACILITY.**

Should the Contractor, due to Uncontrollable Circumstances or any other reason whatsoever, fail, refuse or be unable to accept and process Acceptable Waste which it is obligated to accept and process, and Rockland Green, or County Health Inspector, or the DEC, finds that such accumulation endangers or menaces the public health, safety or welfare, then, in any of those events, Rockland Green shall have the right, upon notice to the Contractor, during the period of such emergency, to take possession of any or all of the Operating Assets necessary in the acceptance and processing of Acceptable Waste and to use such property to accept and process or transfer all Acceptable Waste which the Contractor would otherwise be obligated to accept and process. The Contractor agrees that in such event it will fully cooperate with Rockland Green to affect such a transfer of possession of the Operating Assets for Rockland Green's use of the same for the acceptance, processing or transfer of Acceptable Waste. The Contractor agrees that, in such event, Rockland Green may take possession of and use all of the Operating Assets for the above-mentioned purposes without paying the Contractor or any other person any rental or any other charges or compensation whatsoever for such possession and use. Rockland Green may in such circumstances operate the Operating Assets with Authority employees or cause the Operating Assets to be operated by subcontractors to Rockland Green. It is further agreed that Rockland

Green may at any time, at its discretion, relinquish possession of any or all of the Operating Assets to the Contractor and thereupon demand that the Contractor resume the operations as provided in this Agreement. It is specifically understood and agreed that Rockland Green's exercise of its rights under this Section: (1) does not constitute a taking of private property for which payment must be made; (2) shall not create any liability on the part of Rockland Green to the Contractor; and (3) that the indemnity provisions of the Agreement are meant to include circumstances arising under this Section. Rockland Green's right to retain temporary possession of the Operating Assets, and to operate the Facility, shall terminate at the earlier of: (1) the time when such services can, in the judgment of Rockland Green, be resumed by the Contractor, or (if earlier), or (2) the time when Rockland Green no longer reasonably requires such Operating Assets, as determined by Rockland Green.

**SECTION 7.14      DAMAGES AND ADDITIONAL COSTS TO AUTHORITY.**

The Contractor shall reimburse Rockland Green for any and all actual damages and costs, including the Fees and Costs, related to or arising out of the Contractor's failure to perform the Contractor's obligations under this Agreement. This remedy shall be in addition to, not in lieu of, any other remedies of Rockland Green provided by law, equity, or this Agreement. If the Contractor's failure to perform its obligations hereunder regardless of cause results in an expense to Rockland Green of completing the Contract Services, or a portion thereof, in excess of the amount which would have been payable under this Agreement, then the Contractor and/or its surety shall pay the amount of such excess to Rockland Green on notice from Rockland Green of such excess due. When any particular part of the Contract Services is being carried out by Rockland Green by contract or otherwise under the provisions herein, the Contractor shall continue the remainder of the work in conformity with the terms of this Agreement.

**ARTICLE VIII  
TERM**

**SECTION 8.1.      TERM OF AGREEMENT.**

This Agreement shall become effective on the Contract Date and shall continue in effect until the \_\_\_\_\_ anniversary of the Contract Date (the "Term"), unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date

of such termination. All rights, obligations and liabilities of the parties shall commence on the Contract Date, subject to the terms and conditions hereof.

**SECTION 8.2. RENEWAL TERM.**

On or before the one hundred and eightieth (180<sup>th</sup>) day preceding the last day of the initial Term hereof, either party may request by written notice to renew this Agreement. If the other party so agrees, this Agreement shall renew for an additional \_\_\_\_ year Renewal Term.

**SECTION 8.3. SURVIVAL OF CERTAIN PROVISIONS UPON TERMINATION.**

The following provisions shall survive the termination of this Agreement: the rights and obligations of the Parties pursuant to Article II (Representations and Warranties), Section 3.15 (Asset and Financial Records), Section 7.7 (Certain Obligations of the Operator Upon Termination), Article VII (Breach, Default, Termination for Cause and Dispute Resolution), Section 9.4 (Indemnification), Section 10.14 (Notices), and all other provisions of this Agreement that so provide. No termination of this Agreement shall (i) limit or otherwise affect the respective rights and obligations of the Parties accrued prior to the date of such termination or expiration, or (ii) preclude either Party from impleading the other Party in any Legal Proceeding originated by a third party as to any matter occurring during the Term.

**SECTION 8.4. PROCEDURES PRIOR TO TERMINATION.**

(A) Maintenance and Repairs. No later than one hundred and twenty (120) days prior to the end of this Agreement, the Contractor shall deliver a report to Rockland Green evidencing that all necessary Facility maintenances, repairs and replacements have been undertaken and that the Facility and Facility Site are in the same working order, condition and repair as when the Facility was accepted on the Contract Date, ordinary wear and tear excepted. The report shall also contain a certification from the Contractor that the machinery and equipment installed or used in the Facility has been maintained in accordance with the requirements of the manufacturer's maintenance manuals. Within fifteen (15) days of the delivery of the written report, the Contractor and Rockland Green will mutually agree on the necessary repairs in accordance with the terms of this Agreement. If Rockland Green so requests, the Contractor shall demonstrate to Rockland

Green on a walk-through tour of the Facility that all of the requirements of this subsection have been met.

**ARTICLE IX  
INSURANCE, SECURITY, UNCONTROLLABLE CIRCUMSTANCES, AND  
INDEMNIFICATION**

**SECTION 9.1. CONTRACTOR INSURANCE.**

(A) Contractor Insurance. Commencing with the Contract Date and continuing throughout the remainder of the Term of this Agreement, the Contractor shall obtain and maintain the insurance specified in Appendix 13 (Contractor Insurance), and shall comply with all applicable Insurance Requirements, and shall pay all premiums with respect thereto as the same become due and payable.

(B) Insurers, Deductibles and Authority Rights. Insurance coverage required by this Section shall be obtained and maintained from financially sound and generally recognized responsible insurers that carry a A.M. Best Company A or equivalent rating, are reasonably acceptable to Rockland Green, are qualified and licensed to insure risks in the State and have agents upon whom service of process may be made in the County of Rockland, New York. The cost of the Contractor Insurance shall be paid by the Contractor and shall not be subject to reimbursement by Rockland Green. The Contractor shall pay all Contractor Insurance deductibles. The Contractor shall also be responsible for any excluded losses (or other losses for which an insurer fails to provide coverage) if such losses are within the liability thirty (30) days' prior written notice of the cancellation, intent not to renew, or reduction in its coverage thereof to the Contractor and Rockland Green. All policies of insurance required by this Section shall be primary insurance without any right of contribution from other insurance carried by Rockland Green. In addition, if a peril occurs which is an insurable event but the costs incurred due to such peril are less than the Contractor Insurance deductible amounts set forth in Appendix 13 (Contractor Insurance), the Contractor shall be responsible for paying the same amount as it would pay if such costs were a deductible amount. All insurance policies shall provide that the insurers will have no recourse against the Additional Insureds (as defined below) for payment of any premium or assessment and shall contain a severability of interest provision in regard to mutual coverage liability policies. The coverages provided by the mutual coverage liability insurance policies shall 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 Contractor or its Subcontractors or their respective suppliers, employees, agents, representatives or invitees, that fall within these coverages and also within the coverages of any liability insurance. Each party hereby waives the subrogation rights of its various insurance carriers in favor of the other party. The Contractor shall ensure that all Subcontractors which are working on the Facility secure and maintain at the same levels required by Contractor, workers' compensation, employer's liability, commercial general liability and vehicle liability insurance and other financial sureties required by Applicable Law in connection with their presence and the performance of their duties at or concerning the Facility. The Contractor shall comply with all applicable Insurance Requirements and take all steps necessary to assure that the Contractor remains continuously insured in accordance with the requirements of this Agreement during the Term and that no gaps in coverage occur with respect to such insurance. Should any gap in coverage occur, the Contractor shall bear, indemnify and defend Rockland Green against any Loss-and-Expense arising out of the failure of the Contractor to provide such continuous insurance coverage. Rockland Green shall be responsible for providing property insurance for the Facility during the Term of this Agreement.

Rockland Green may elect to arrange for the insurance outlined herein and in Appendix 13 (Contractor Insurance), provided that: (1) written notice is received by the Contractor 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 Contractor; (2) Rockland Green may during the Term, upon ninety (90) days written notice prior to any Contract Year, require the Contractor to assume the responsibility to obtain the required insurance; (3) Rockland Green pays any cancellation penalty (or short-rate) arising out of canceling the insurance coverage provided by the Contractor; and (4) the Contractor reduces its fee in proportion to the costs of the insurance the Contractor has been providing to Rockland Green.

(C) Certificates of Insurance. The Contractor shall furnish Rockland Green with certificates of insurance at the following times: (1) on or prior to the Contract Date; (2) at least thirty (30) days prior to the beginning of each subsequent Contract Year; and (3) otherwise as requested by Rockland Green. Each certificate of insurance (or renewal certificate of insurance) furnished hereunder shall (a) evidence the existence and coverage amounts of insurance; (b) show Rockland Green, the Rockland County, and their officers, agents, employees, and consultants as

additional insureds (“Additional Insureds”) on all insurance policies required herein, except for the workers’ compensation and employer’s liability insurance; (c) not include text limiting the right of Rockland Green to rely on the information in the certificate of insurance; and (d) otherwise be in a form acceptable to Rockland Green.

(D) Maintenance of Insurance Coverage. If the Contractor fails to pay any premium of Contractor Insurance, or if any insurer cancels Contractor Insurance and the Contractor fails to obtain replacement coverage so that the Contractor Insurance is maintained on a continuous basis, then at Rockland Green’s election (without any obligation to do so) Rockland Green following five (5) days’ notice to the Contractor and opportunity to cure, may pay such premium to the insurer or procure similar insurance coverage from another company or companies and upon such payment by Rockland Green the amount thereof shall be immediately reimbursable to Rockland Green by the Contractor. The Contractor shall comply with the conditions of all Contractor Insurance and take all steps necessary to assure that Contractor Insurance remains continuously in effect in accordance with the requirements of this Agreement during the Term hereof, and shall immediately notify Rockland Green of any change in insurance coverage that could materially and adversely affect Rockland Green. The failure of the Contractor to obtain and maintain any Contractor Insurance shall not relieve the Contractor of its liability for any losses intended to be insured thereby. The purchase of insurance to satisfy the Contractor’s obligations under this Section shall not be satisfaction of any Contractor liability under this Agreement or in any way limit, modify or satisfy the Contractor’s indemnity obligations included in this Agreement.

## **SECTION 9.2. SECURITY FOR CONTRACTOR OBLIGATIONS.**

(A) Operations Bond. At least ten (10) days prior to the Contract Date and throughout the term of this Agreement, the Contractor shall furnish to Rockland Green, with Rockland Green as beneficiary, a bond for the faithful performance of this Agreement and the payment of labor, outside services, and supplies required for the Contract Services (the “Operations Bond”). The Operations Bond shall be effective for the full term of this Agreement, and renewable each year of this Agreement, each in an amount equal to one hundred percent (100%) of the annual Service Fee as reasonably estimated in the most recent estimate filed by the Contractor. The liability to the surety for each period shall not be cumulative.

The Operations Bond shall be in a form agreed to by Rockland Green and: (1) be provided by a surety company approved by Rockland Green having a minimum rating of “A” in the latest revision of the A.M. Best Company’s Insurance Report; (2) be listed in the United States Treasury Department’s Circular 570, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal bonds and as Acceptable Reinsurance Companies”; and (3) be properly registered and licensed to conduct business in the State.

The Operations Bond shall be renewable prior to the start of each succeeding Contract Year of this Agreement, and shall be delivered to Rockland Green with proof of full payment of the premium within fifteen (15) days prior to the expiration of the existing bond. The cost and expense of obtaining and maintaining the security instruments required under this Section as security for the performance of the Contractor’s obligations under this Agreement shall be the sole responsibility of the Contractor, without reimbursement from Rockland Green.

The amount of the Operations Bond shall be reviewed annually and adjusted in accordance with the amount of the anticipated annual increase in the Service Fee, as determined as of 30 days prior to the beginning of each Contract Year. The failure by the Contractor to provide such bond by such date shall constitute an immediate Event of Default as provided in Section 7.2 (Events of Default by the Contractor), without notice or cure opportunity. The Operations Bond must provide that in the event of a default by the Contractor in payment of monies due to Rockland Green or in the event of other loss to Rockland Green, arising from the Contractor’s performance of this Agreement, Rockland Green may draw down such sums immediately upon presentation of the instrument without notice to the Contractor.

(B) Monitoring of Sureties. The Contractor shall be responsible throughout the Term of this Agreement for monitoring the financial condition of any surety company issuing bonds under this Agreement and for making inquiries no less often than annually to confirm that each such surety company maintains at least the minimum rating level specified in this Section. In the event the rating of any issuing surety company falls below such minimum level, the Contractor shall promptly notify Rockland Green of such event and shall promptly furnish or arrange for the furnishing of a substitute or an additional bond of a surety company whose rating and other qualifications satisfy all above requirements, unless Rockland Green agrees to accept the surety company or agrees to an alternative method of assurance. Upon such notice by the Contractor of such an event, Rockland Green shall not unreasonably withhold its approval of such assurance.

**SECTION 9.3. UNCONTROLLABLE CIRCUMSTANCES GENERALLY.**

(A) Performance Excused. Except as otherwise specifically provided in this Agreement, neither Rockland Green nor the Contractor shall be liable to the other for any loss, damage, delay, default or failure to perform any obligation under this Agreement (other than any payment at the time due and owing) to the extent it is solely due to the occurrence of an Uncontrollable Circumstance.

(B) Notice and Mitigation. The party experiencing an Uncontrollable Circumstance shall notify the other party in writing or by telephone, on or promptly after the date the party experiencing such Uncontrollable Circumstance first knew of the commencement thereof, followed within fifteen (15) days by a written description of (1) the Uncontrollable Circumstance and the cause thereof (to the extent known), (2) the date the Uncontrollable Circumstance began, its estimated duration, and the estimated time during which the performance of such party's obligations hereunder will be delayed, (3) potential mitigating actions which might be taken by the Contractor or Authority and any areas where costs resulting therefrom might be reduced and the approximate amount of such cost reductions, and (4) the estimated impact of the Uncontrollable Circumstance on all obligations of such party under this Agreement. The affected party shall provide prompt written notice of the cessation of such Uncontrollable Circumstance. Whenever an Uncontrollable Circumstance occurs, the party claiming to be adversely affected thereby shall, as promptly as reasonably possible, use all reasonable efforts to eliminate the cause therefor, reduce costs resulting therefrom, mitigate and limit damage to the other party, and resume full performance under this Agreement. While the Uncontrollable Circumstance continues, the affected party shall give notice to the other party, with a copy to Rockland Green Engineer, before the first day of each succeeding month, updating the information previously submitted. The party claiming to be adversely affected by an Uncontrollable Circumstance shall bear the burden of proof, and shall furnish promptly (if and to the extent available) any additional documents or other information relating to the Uncontrollable Circumstance reasonably requested by the other party.

(C) Acceptance of Relief Constitutes Release. The Contractor's acceptance of any Service Fee relief under this Section shall be construed as a release of Rockland Green by the Contractor (and all persons claiming by, through, or under the Contractor) for any and all Loss-and-Expense resulting from, or otherwise attributable to, the event giving rise to the relief claimed.

(D) Authority Right to Determine Existence of Uncontrollable Circumstance. The occurrence of an Uncontrollable Circumstance shall be determined by the Executive Director of Rockland Green. Any failure by the Contractor to resume performance of the Contract Services following a determination by the Executive Director of Rockland Green and notice from Rockland Green that such Uncontrollable Circumstance has ended, shall constitute a breach of this Agreement.

#### **SECTION 9.4. INDEMNIFICATION.**

The Contractor agrees that it will forever release, protect, indemnify and hold harmless Rockland Green, and its current or former representatives, officers, administrators, employees and subcontractors (as applicable in the circumstances), and every household or CESQG who delivers waste to the Facility (the “Authority Indemnified Parties”), from and against (and pay the full amount of) any and all Loss-and-Expense incurred by Rockland Green Indemnified Parties, and will defend Rockland Green Indemnified Parties in any claims, causes of action, administrative proceedings, or suits, 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 from or in connection with, whether in whole or in part, or whether directly or indirectly: (1) the negligence or willful misconduct of the Contractor or any of its officers, directors, members, employees, agents, representatives or Subcontractors in connection with its obligations or rights under this Agreement; (2) the operation of the Facility by or under the direction of the Contractor, whether during the Term or after the expiration or termination of this Agreement; (3) the transfer, transportation, processing and disposal of waste for which the Contractor is responsible at an Alternate Processing Facility; (4) any Contractor Fault; (5) the performance or non-performance of the Contractor’s obligations under this Agreement; (6) any accident occurring during the performance of the Contract Services; (7) any nuisance condition caused by the Contractor or its agents, representatives, contractors, Subcontractors or employees; (8) any Contractor non-compliance with Applicable Law; or (9) any infringement or unauthorized use of any patent, trademark, copyright, or trade secret relating to, or for the performance of, the Contract Services. The Contractor’s indemnity obligations

hereunder shall not be limited to any coverage exclusions or other provisions in any insurance policy maintained by the Contractor which is intended to respond to such events.

The Contractor shall not, however, be required to reimburse or indemnify any Authority Indemnified Party for any Loss-and-Expense to the extent any such Loss-and-Expense is due to (a) any Authority Fault, (b) the negligence of any Authority Indemnified Party, (c) any Uncontrollable Circumstance, (d) any act or omission of any Authority Indemnified Party judicially determined to be responsible for or contributing to the Loss-and-Expense, or (e) any matter for which the risk has been specifically allocated to Rockland Green hereunder. An Authority Indemnified Party shall promptly notify the Contractor of the assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim, and shall not settle the claim without the approval of the Contractor. These indemnification provisions are for the protection of Rockland Green Indemnified Parties only and shall not establish, of themselves, any liability to third parties or any benefit to any insurance company. The provisions of this Section shall survive termination of this Agreement.

## **ARTICLE X MISCELLANEOUS**

### **SECTION 10.1.     RELATIONSHIP OF THE PARTIES.**

Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party, and nothing in this Agreement shall be deemed to constitute either party a partner, joint venturer, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

### **SECTION 10.2.     ASSIGNMENT AND TRANSFER.**

The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of all or any part of the Contractor's right, title, or interest herein (including without limitation through a sale of assets or ownership interest, merger, consolidation or other change of control) to any third party, or assign all or any portion of monies then or thereafter due under the terms hereof, without the previous written consent of Rockland Green. If the Contractor violates this Section, Rockland Green shall have the right, in its sole discretion, to terminate this Agreement without prior notice and without a cure period, and in the event of such termination, the Contractor shall forfeit all

monies earned hereunder. Rockland Green may, without the consent of the Contractor, make assignments create such security interests in its rights hereunder and pledge such monies receivable hereunder as may be required in connection with the issuance of bonds.

**SECTION 10.3. CHANGE IN OWNERSHIP OF CONTRACTOR, PARENT, COMPANY, AFFILIATE.**

The Contractor shall provide Rockland Green with written notice of any significant change in the ownership (which includes the ownership structure) of the Contractor or any parent which is not a violation of the U.S. Securities and Exchange Commission's rules and regulations of the Contractor, including without limitation any transfers of shares of stock, membership or other ownership units of the Contractor or parent within 90 days following such significant change in ownership. Subsequent to any such notices, the Contractor shall provide upon request of Rockland Green any reasonable information requested by Rockland Green related to such change in ownership (which includes the ownership structure), officers, principals or directors. At any time within sixty (60) days following Rockland Green's receipt of such supporting information, Rockland Green shall have the right to terminate this Agreement upon thirty (30) days' notice to the Contractor. In the event of a violation of this Section by the Contractor, Rockland Green shall have the right in its sole discretion to terminate this Agreement without prior notice or cure period, and in the event of such termination, the Contractor shall forfeit all monies earned hereunder. Contractor warrants that no change in its or any of its parent, subsidiaries or Affiliates will materially affect its ability to perform its obligations under this Agreement.

**SECTION 10.4. WITHHOLDING OF CONTRACTOR PAYMENTS.**

In the event that the Contractor fails to perform any of the Contractor's obligations under this Agreement, Rockland Green shall have the right to withhold payments to the Contractor to the extent of any amount owed by the Contractor under any provisions of this Agreement. This remedy is in addition to, and not in lieu of, any other rights of Rockland Green provided by law, equity or this Agreement.

**SECTION 10.5. JOINT LIABILITY.**

If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable for violations and breaches of this Agreement.

**SECTION 10.6. NO DISCRIMINATION.**

The Contractor shall not discriminate nor 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. The Contractor will take all actions reasonably necessary to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, sexual orientation, national origin or, physical or mental disability. Such action shall include, without limitation, recruitment and recruitment advertising; layoff or termination; upgrading, demotion, transfer, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor shall impose the non-discrimination provisions of this Section by contract on all Subcontractors hired to perform work related to the Facility and shall take all reasonable actions necessary to enforce such provisions. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. It is the policy of Rockland Green to encourage participation of Minority Business (MBEs) and Women-Owned Business Enterprises (WBEs) in Authority contracts and projects. The Contractor shall use best efforts to include among any subcontractors MBE and WBE firms which are certified by New York's Empire State Development agency as a MBE or WBE. The Contractor shall comply with the W/MBE and EEO requirements set forth in Appendix 18.

**SECTION 10.7. AUTHORITY APPROVAL OF SUBCONTRACTORS.**

(A) Authority Approval of Subcontractors and Notice Prior to Termination of Certain Subcontractors. The Contractor shall not use any Subcontractor for performance of any of the Contract Services unless prior written approval of the Subcontractor has been granted by Rockland Green. No more than forty percent (40%) of the value of this Agreement in any year shall be subcontracted, unless approval otherwise is explicitly granted by Rockland Green. The

Contractor shall furnish Rockland Green written notice of its intention to request proposals or bids from such Subcontractors, together with all information requested by or otherwise available to the Contractor pertaining to the proposed Subcontractor and Subcontract pertaining to the demonstrated responsibility of the proposed Subcontractor in the following areas: (1) any conflicts of interest, (2) any record of felony criminal convictions or pending felony criminal investigations, (3) any final judicial or administrative finding or adjudication of illegal employment discrimination, and (4) any final judicial or administrative finding or adjudication of non-performance in contracts with Rockland Green. The Contractor shall explicitly identify the work to be performed or services to be provided by any proposed Subcontractor and shall provide qualifications and experience information acceptable to Rockland Green for such subcontractor. In the event Rockland Green fails to respond to any such notice of intention within thirty (30) business days of receipt thereof, Rockland Green shall be deemed to have approved the proposed Subcontractor. The approval or withholding thereof by Rockland Green of any proposed Subcontractor shall not create any liability of Rockland Green to the Contractor, to third parties or otherwise. In no event shall any subcontract be awarded to any person debarred, suspended or disqualified from State or County contracting for any services within the scope of the Contract Services. Any subcontract entered into without Authority approval shall be null and void. The Contractor shall give Rockland Green thirty (30) days' prior written notice of the Contractor's proposed termination of any Subcontractor providing for the removal and disposal of Acceptable Waste from the Facility. Rockland Green may elect to retain any Subcontractor(s) proposed to be terminated by Contractor. If Rockland Green so elects, the Contractor shall assign its contract with the Subcontractor(s) to Rockland Green.

(B) Approval of Electronic Waste Subcontractors. The Contractor shall subcontract with Clean Harbors Reidsville, LLC or Colt Recycling, LLC to provide for the removal and disposal of all Electronic Waste delivered to the Facility. The Contractor shall give Rockland Green thirty (30) days' prior written notice of the Contractor's proposed termination of its Electronic Waste Subcontractor. In no event shall the Contractor arrange for the removal and disposal of any amount of Electronic Waste from the Facility to any facility other than the Clean Harbors Reidsville, LLC facility, the Colt Recycling, LLC facility, (or such other Electronic Waste Subcontractor facility approved by Rockland Green) without the prior written approval of Rockland Green.

(C) Rights and Responsibilities of Subcontractors. The Contractor shall negotiate and execute any and all Subcontracts with Subcontractors as may be necessary for Contractor to fulfill its obligations under this Agreement. The Contractor shall retain full responsibility to Rockland Green under this Agreement for all matters notwithstanding the execution or terms and conditions of any Subcontract. No failure of any Subcontractor used by Contractor shall relieve Contractor of its obligations hereunder. The Contractor shall require all Subcontractors to comply with the terms and conditions of this Agreement. The Contractor shall submit to Rockland Green prior to the Contractor's use of any Subcontractor proof of Subcontractor's required insurance. The Contractor shall pay or cause to be paid to all direct Subcontractors all amounts due in accordance with their respective Subcontracts. No Subcontractor shall have any right against Rockland Green for labor, services, materials or equipment furnished.

**SECTION 10.8. ACTIONS OF ROCKLAND GREEN IN ITS GOVERNMENTAL CAPACITY.**

Nothing in this Agreement shall be interpreted as limiting the rights and obligations of Rockland Green in its governmental or regulatory capacity, or as limiting the right of the Contractor to bring any legal action against Rockland Green, not based on this Agreement, arising out of any act or omission of Rockland Green in its governmental or regulatory capacity.

**SECTION 10.9. COMPLIANCE WITH TRANSACTION AGREEMENTS.**

The Contractor shall comply with its obligations under any and all transaction agreements executed by the Contractor in connection with the Facility, and all other agreements material to the performance of its obligations under this Agreement.

**SECTION 10.10. BINDING EFFECT.**

The provisions, covenants, and conditions in this Agreement shall bind and inure to the benefit of the parties, their legal heirs, representatives, and any successor or assignee acquiring an interest hereunder consistent with the provisions of Section 10.2 (Assignment and Transfer).

**SECTION 10.11. AMENDMENTS.**

Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement signed by the authorized representatives of Rockland Green and the Contractor. A signed original of the amendment is to be fastened to the original Agreement, with signed copies retained by both parties.

**SECTION 10.12. INSOLVENCY.**

If at any time prior to the date herein fixed as the termination of the Term of this Agreement, there is filed by or against Contractor, in any Court pursuant to any statute either of the United States or of any state, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Contractor's property, and within thirty (30) days thereof Contractor fails to secure a discharge thereof, or if Contractor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, this Agreement may be declared canceled and terminated and in such event neither Contractor nor any person claiming through or under Contractor or by virtue of any statute or of an order of any court shall be entitled to this Agreement nor any rights therewith.

If this Agreement is annulled under this Section, the Contractor shall not be entitled to any damages on account thereof, nor shall such annulment affect the right of Rockland Green to recover against the Contractor or his surety damages which may arise, or extra costs which may be incurred by Rockland Green as a result of the failure of the Contractor to carry out the terms of this Agreement.

**SECTION 10.13. FURTHER ASSURANCES.**

Each party agrees to execute and deliver any instruments, to give any representations, and to perform any acts, as maybe necessary or reasonably requested by the other in order to give full effect to this Agreement. Specifically, upon reasonable request of Rockland Green, the Contractor shall supply an affidavit that the Facility is free of all liens and encumbrances, including liens for any taxes which are due and required to be paid by the Contractor (other than liens required or contemplated by this Agreement).

**SECTION 10.14. NOTICES.**

(A) Operating Notices. Any notices or communications hereunder related to routine, operation matters arising under this Agreement and related day-to-day operations issues (“Operating Notices”), shall be delivered by email, facsimile, or may be given personally by telephone promptly followed by email or facsimile confirmation to Rockland Green.

If to the Contractor:

If to Rockland Green: Ron Ludwig  
Operations Manager, Rockland Green  
172 Main Street  
Nanuet, New York 10954  
Tel: (845) 671-9399  
[rludwig@rocklandgreen.com](mailto:rludwig@rocklandgreen.com)

With a copy to: Gerard M. Damiani, Jr.  
Executive Director, Rockland Green  
172 Main Street  
Nanuet, New York 10954  
Tel: (845) 753-2200  
[gdamiani@rocklandgreen.com](mailto:gdamiani@rocklandgreen.com)

(B) Notices Other Than Operating Notices. All notices, covenants, approvals or communications given pursuant to the terms of this Agreement, other than Operating Notices, shall be given in writing and shall be sufficiently given if delivered in person or by overnight courier to the following:

If to the Contractor:

If to Rockland Green: Gerard M. Damiani, Jr.  
Executive Director, Rockland Green  
172 Main Street  
Nanuet, New York 10954  
Tel: (845) 753-2200  
gdamiani@rocklandgreen.com

With a copy to: Ken Murphy  
General Counsel, Rockland Green  
172 Main Street  
Nanuet, New York 10954  
Tel: (845) 753-2200  
kmurphy@rocklandgreen.com

Changes in the respective addresses to which such notices may be directed may be made from time to time by any party by written notice to the other party. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

**SECTION 10.15. ENTIRE AGREEMENT.**

This Agreement and its attachments constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings.

**IN WITNESS WHEREOF**, the parties have caused this Household Hazardous Waste Facility Operation and Maintenance Service Agreement to be executed and delivered by their duly authorized officers or representatives as of the date first above written.

**ROCKLAND COUNTY SOLID WASTE  
MANAGEMENT AUTHORITY**

By: \_\_\_\_\_  
Name: Gerard M. Damiani, Jr.  
Title: Executive Director

**CONTRACTOR**

By: \_\_\_\_\_  
Name:  
Title:

**Rockland Green  
Request for Proposals 2026-01  
OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

**APPENDIX F**

**PREVAILING WAGE SCHEDULE**

## 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.

\*Contractor Registry (LL 220-I): Effective December 30th, 2024

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at [data.ny.gov](https://data.ny.gov) to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

\*Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025

Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at <https://dol.ny.gov/Electronic-Payroll>

#### 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.

## Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

## Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

## 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 12226

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** **06/01/2026**

**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:	07/01/2025	01/01/2026
Boilermaker	\$ 68.88	\$ 70.38
Repairs & Renovations	68.88	70.38

Repairs & Renovation: Includes Repairing, Renovating and Replacement of parts to an existing unit(s).

**SUPPLEMENTAL BENEFITS**

Per Hour:

Boilermaker	33.5% of Hourly
Repair & Renovations	Wage Paid + \$26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

**OVERTIME PAY**  
 See (\*B, O, \*\*U) on OVERTIME PAGE  
 Note:\* Includes 9th & 10th hours, double for 11th or more.  
 \*\* Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

**HOLIDAY**

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

**REGISTERED APPRENTICES**  
 (1/2) Year Terms at the following percentage of Boilermaker's wage per hour:

1st	2nd	3rd	4th	5th	6th	7th
65%	70%	75%	80%	85%	90%	95%

SUPPLEMENTAL BENEFITS:

33.5% of Hourly Wage Paid Plus Amount Below:

1st	2nd	3rd	4th	5th	6th	7th
\$20.36	21.28	22.22	23.12	24.07	25.00	25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

**Broadband** **06/01/2026**

**JOB DESCRIPTION** Broadband **DISTRICT 4**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**PARTIAL COUNTIES**  
 Orange: Entire County except Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

**WAGES**

Per Hour:	07/01/2025	07/01/2026
Field Tech Install/Repair	\$ 53.97	\$ 55.59

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

Applies to projects receiving ConnectAll funding that are subject to New York State Labor Law §224-E.

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 23.54

**OVERTIME PAY**

See (B, K, \*R) on OVERTIME PAGE  
Note: \*Two and one half times the hourly rate after the 8th hour

**HOLIDAY**

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE  
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist1

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**Carpenter** **06/01/2026**

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**JOB DESCRIPTION** Carpenter **DISTRICT 8**

**ENTIRE COUNTIES**  
Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2025

Piledriver \$ 61.59  
+ 10.16\*

Dockbuilder \$ 61.59  
+ 10.16\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 46.48

**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
	\$ 27.98	\$ 33.58	\$ 41.96	\$ 50.35
	+ 5.66*	+ 5.66*	+ 5.66*	+ 5.66*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

All Terms: \$ 33.03

8-1556 Db

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**Carpenter** **06/01/2026**

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**JOB DESCRIPTION** Carpenter **DISTRICT 8**

**ENTIRE COUNTIES**  
Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2025

Carpet/Resilient  
Floor Coverer \$ 59.05  
+ 8.39\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 40.49

**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
\$ 26.54	\$ 29.60	\$ 34.05	\$ 42.40
+ 2.00*	+ 2.54*	+ 3.00*	+ 3.94*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.84	\$ 16.95	\$ 20.29	\$ 21.35

8-2287

**Carpenter**

**06/01/2026**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per Hour: 07/01/2025

Marine Construction:

Marine Diver \$ 76.46  
+ 10.16\*

Marine Tender \$ 56.00  
+ 10.16\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 46.48

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms.

1st year \$ 27.98  
+ 5.66\*

2nd year	33.58
	+ 5.66*
3rd year	41.96
	+ 5.66*
4th year	50.35
	+ 5.66*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits  
 Per Hour:

All terms \$ 33.03

8-1456MC

**Carpenter**

**06/01/2026**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2025

Building	
Millwright	\$ 60.83
	+ 13.12*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 45.91

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

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.
\$ 32.74	\$ 38.39	\$ 44.04	\$ 55.34
+ 7.08*	+ 8.25*	+ 9.42*	+ 11.76*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$ 31.16	\$ 33.69	\$ 36.87	\$ 41.29

8-740.1

**Carpenter**

**06/01/2026**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

**PARTIAL COUNTIES**

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, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

**WAGES**

Per hour: 07/01/2025

Core Drilling:

Driller \$ 47.88  
+ 3.45\*

Driller Helper

\$ 37.58  
+ 3.45\*

Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**SUPPLEMENTAL BENEFITS**

Per hour:

Driller and Helper \$ 31.04

**OVERTIME PAY**

See (B, G, P) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 13, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 25) on HOLIDAY PAGE

8-1536-CoreDriller

**Carpenter - Building / Heavy&Highway**

**06/01/2026**

**JOB DESCRIPTION** Carpenter - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**WAGES**

WAGES:(per hour)

Applies to CARPENTER BUILDING/HEAVY & HIGHWAY/TUNNEL:

07/01/2025 07/01/2026

Additional

Base Wage \$ 43.46 \$ 1.25\*\*  
+\$6.66\*

\*For all hours paid straight or premium.

\*\*To be allocated at a later date.

**SHIFT WORK**

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.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 32.11

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**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

Overtime: See ( 5, 6 ) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay  
 - If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

**REGISTERED APPRENTICES**

1 year terms at the following wage rates:

1st	2nd	3rd	4th
\$ 21.73	\$ 26.08	\$ 30.42	\$ 34.77
+3.84*	+3.84*	+3.84*	+3.84*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.76

11-279.1B/HH

**Electrician**

**06/01/2026**

**JOB DESCRIPTION** Electrician

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Putnam, Rockland

**PARTIAL COUNTIES**

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

**WAGES**

Per hour:

	07/01/2025
Electrician Wireman/Technician	\$ 51.50
	+ 10.00*

\*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, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

**SHIFT WORK**

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 when shift is worked:

Between 4:30pm & 12:30am	\$ 60.43
	+ 10.00*
Between 12:30am & 8:30am	\$ 67.69
	+ 10.00*

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2025
Journeyman	\$ 30.69 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

07/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 17.00	\$ 20.60	\$ 25.75	\$ 30.90	\$ 36.05	\$ 38.63

	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.94	24.17	30.22	36.26	42.30	45.32
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	22.34	27.08	33.85	40.01	47.38	50.77
	+1.00*	+1.00*	+1.00*	+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:**

07/01/2025

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

**Elevator Constructor**

**06/01/2026**

**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:

	07/01/2025	03/17/2026
Elevator Constructor	\$ 83.27	\$ 86.43
Modernization & Service/Repair	65.54	68.06

**SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor	\$ 47.65	\$ 48.96
Modernization & Service/Repairs	46.47	47.73

**OVERTIME PAY**

Constructor See ( D, M, T ) on OVERTIME PAGE.

Modern/Service See ( B, E5, P ) 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:

6 MONTH TERMS:

1st Term* 50%	2nd & 3rd Term* 50%	4th & 5th Term 55%	6th & 7th Term 65%	8th & 9th Term 75%
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\* Note: 1st, 2nd, 3rd Terms are based on average of the Constructor, the Modernization and the Service/Repair wage.  
 Terms 4 thru 9 Based on the Journeyman's wage of classification they are working in.

**SUPPLEMENTAL BENEFITS:**

	07/01/2025	03/17/2026
Elevator Constructor		
1st Term	\$ 0.00	\$ 0.00

2nd & 3rd Term	36.90	37.66
4th & 5th Term	37.99	38.80
6th & 7th Term	39.70	40.60
8th & 9th Term	41.40	42.39
Modernization & Service/Repair		
1st Term	\$ 0.00	0.00
2nd & 3rd Term	36.88	37.63
4th & 5th Term	37.58	38.37
6th & 7th Term	39.20	40.09
8th & 9th Term	40.83	41.81

4-1

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**Elevator Constructor** **06/01/2026**

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**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	07/01/2025	01/01/2026
Mechanic	\$ 73.07	\$ 76.12
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

**SUPPLEMENTAL BENEFITS**

Per hour	07/01/2025	01/01/2026
Journeyworker/Helper	\$ 38.435*	\$ 38.985*

(\*)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

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**Glazier** **06/01/2026**

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**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:	07/01/2025	11/01/2025	06/01/2026
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Glazier, Glass Tinting and Window Film	\$ 64.23	\$ 65.23	\$ 66.22
Scaffolding, including swing scaffold	69.23	70.23	71.22
*Mechanical Equipment	65.23	66.23	67.23
**Repair & Maintenance	31.71	32.44	32.82

\*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$193,000.

**SUPPLEMENTAL BENEFITS**

Per hour:

Glazier, Glass Tinting Window Film, Scaffolding and Mechanical Equipment	\$ 43.03	\$ 43.88	\$ 44.81
Repair & Maintenance	25.12	25.37	26.01

**OVERTIME PAY**

See (B, E, Q, V) on OVERTIME PAGE

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

**HOLIDAY**

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance'

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:

	07/01/2025	11/01/2025	06/01/2026
1st term	\$ 22.79	\$ 23.29	\$ 23.68
2nd term	31.15	31.71	32.23
3rd term	41.53	42.23	42.89
4th term	50.90	51.70	52.47

Supplemental Benefits:

(Per hour)

1st term	\$ 19.56	\$ 19.80	\$ 20.18
2nd term	27.85	28.31	28.85
3rd term	33.49	34.09	34.77
4th term	36.73	37.41	38.18

8-1087 (DC9 NYC)

**Insulator - Heat & Frost**

**06/01/2026**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour:

07/01/2025

Insulator/Fire Stop Work\* \$ 62.42

Discomfort & Additional Training\*\* 65.48

\* 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 \$10 a day for work 30 feet or more above floor or ground level.

**SUPPLEMENTAL BENEFITS**

Per hour:

Insulator/Fire Stop Journeyworker: \$ 38.90

Discomfort & Additional Training: \$ 40.94

**OVERTIME PAY**

See (B, E, E2, Q) 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 \$ 33.91      2nd \$ 39.61      3rd \$ 45.31      4th \$ 51.02

Discomfort & Additional Training Apprentices:  
 1st \$ 35.44      2nd \$ 41.44      3rd \$ 47.45      4th \$ 53.47

Supplemental Benefits paid per hour:

Insulator Apprentices:  
 1st term \$ 19.81  
 2nd term 23.62  
 3rd term 27.44  
 4th term 31.26

Discomfort & Additional Training Apprentices:  
 1st term \$ 20.82  
 2nd term 24.85  
 3rd term 28.88  
 4th term 32.91

8-91

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**Ironworker** **06/01/2026**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

**WAGES**

Per hour:

	07/01/2025	07/01/2026 Additional
Structural	\$ 52.88	\$ 2.00*
Reinforcing	52.88	2.00*
Ornamental	52.88	2.00*
Chain Link Fence	52.88	2.00*

(\*) To be allocated at a later date.

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).

**SHIFT WORK**

On Government Mandated Irregular Workdays or Shift Work, the following wage will be paid:

1st Shift \$ 52.88

2nd Shift 57.94  
 3rd Shift 63.04

Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 47.33

**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	\$ 26.45	\$ 31.73	\$ 37.03	\$ 42.31
2nd Shift	31.75	36.98	42.23	47.47
3rd Shift	35.22	40.78	46.36	51.92

Supplemental Benefits per hour:

	07/01/2025
1st year	\$ 41.21
2nd year	42.43
3rd year	43.66
4th year	44.88

11-417

**Ironworker**

**06/01/2026**

**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: 07/01/2025

Reinforcing & Metal Lathing \$ 57.00

"Base Wage" 55.20\*\*

\*\* For OVERTIME/PREMIUM CALCULATION purposes only.

**SUPPLEMENTAL BENEFITS**

Per hour:

Reinforcing & Metal Lathing \$ 46.27

**OVERTIME PAY**

See (B, E, Q, \*X) on OVERTIME PAGE

\*Only \$23.50 per Hour for non worked hours

\*\* OVERTIME/PREMIUMS are calculated on Reinforcing & Metal Lathing "Base Wage" then adding: \$ 1.80 per hour.

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 52.77  
 Double Time 59.27

**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	2nd	3rd	4th
\$ 22.55	\$ 25.00	\$ 28.00	\$ 30.00
Base Wage:			
\$21.00*	\$23.20*	\$26.20*	\$28.20*

\* "Base Wage" are utilized for PREMIUM/OVERTIME Calculations ONLY then adding:  
 \$ 1.55 per hour for 1st Term  
 \$ 1.80 per hour for all other terms.

**SUPPLEMENTAL BENEFITS Per Hour:**

1st	2nd	3rd	4th
\$ 18.17	\$ 18.22	\$ 17.22	\$ 17.22

4-46Reinf

**Laborer - Building** **06/01/2026**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Rockland

**WAGES**

Class 1: Custodial and janitorial work, general cleanup, and flag person.

Class 2: Concrete laborer, mason tending, hod carrier, signal person, pressure blasting and washing, chainsaw, demo saw, pavement breakers, jackhammers, demolition (that is customarily done by laborers), general labor.

Class 3: Jumping jack, excavation and back fill (when using hand or pneumatic tools), air track drills, grading, explosive handler and blaster, grade checker. When OSHA requires negative pressure respirator.

Class 4: Environmental work including but not limited to asbestos abatement, toxic and hazardous abatement, lead abatement work, mold remediation and biohazards.

WAGES: (per hour)	07/01/2025	06/01/2026
Class 1	\$ 45.64	\$ 48.19
Class 2	48.98	51.65
Class 3	50.55	53.27
Class 4	51.46	54.21

\*To be allocated at a later date.

NOTE: All work five feet or more outside the building foundation line shall be deemed Heavy & Highway

**SHIFT WORK**

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular workday or when mandated or required by state, federal, county, local or other governmental agency contracts.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyman	\$ 31.20	\$ 31.35
Shift Differential	\$ 38.20	\$ 38.35

**OVERTIME PAY**

See (B, \*E, E5, \*\*Q) on OVERTIME PAGE

\*For first 8 hours on Saturday

\*\*When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

**HOLIDAY**

Paid: See ( 1 ) on HOLIDAY PAGE.

Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.

**REGISTERED APPRENTICES**

(1000) hour terms at the following wages.

	07/01/2025	06/01/2026
1st term	\$ 29.50	\$ 30.60
2nd term	34.05	35.35
3rd term	38.60	40.05
4th term	43.15	44.75
Supplemental Benefits per hour:		
All Terms Regular	\$ 30.35	\$ 31.45
All Terms Shift Rate	36.75	38.08

11-754B

**Laborer - Heavy&Highway** **06/01/2026**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Rockland

**WAGES**

CLASS 1: Flag person, gate person.

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, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, 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, plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, retaining walls(drystack mortarless masonry), mortar mixer, laser men, guiderail/guardrail (except on bridges). \*Micro paving and crack sealing.

CLASS 3: Asbestos, toxic, bioremediation 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 screed man, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour)	07/01/2025
Class 1	\$ 47.94
Class 2	51.77
Class 3	56.34
Class 4	61.58

\* 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 WORK**

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 31.63
Shift Differential	37.23

**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 or Friday recognized, Double Benefits for all hours worked.

\*\*\*For Sunday Holidays or Monday recognized, Double Benefits for all hours worked.

**HOLIDAY**

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

**REGISTERED APPRENTICES**

(1000) hour terms at the following wages.

	07/01/2025
1st term	\$ 29.50
2nd term	34.05
3rd term	38.60

4th term 43.15

Supplemental Benefits per hour:  
 All Terms Regular \$ 30.60  
 All Terms Shift Rate 36.20

11-754H/H

**Laborer - Tunnel**

**06/01/2026**

**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)

	07/01/2025	06/01/2026
Class 1	\$ 58.55	\$ 60.30
Class 2	60.70	62.45
Class 4	67.10	68.85
Class 5	51.40	53.15

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Benefit 1	\$ 37.88	\$ 39.23
Benefit 2	54.01	55.66
Benefit 3	70.12	72.08

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F) 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**

**06/01/2026**

**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**

A 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, assembly of all electrical materials, conduit, pipe, 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.

Crane Operators: Operation of any type of crane on line projects.

Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.

Digging Machine Operator: All other digging equipment and augering on line projects.

A 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.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

-----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. Includes access matting for line work.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
<b>Group A:</b>				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Welder, Cable Splicer	61.56	64.37	66.84	69.47
<b>Group B:</b>				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
<b>Group C:</b>				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
<b>Group D:</b>				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

<b>Group A:</b>				
Lineman, Technician	\$ 61.56	\$ 64.37	\$ 66.84	\$ 69.47
Crane, Crawler Backhoe	61.56	64.37	66.84	69.47
Cable Splicer	67.72	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	\$ 64.64	\$ 67.59	\$ 70.18	\$ 72.94
<b>Group B:</b>				
Digging Mach. Operator	\$ 55.40	\$ 57.93	\$ 60.16	\$ 62.52
<b>Group C:</b>				
Tractor Trailer Driver	\$ 52.33	\$ 54.71	\$ 56.81	\$ 59.05
Groundman, Truck Driver	49.25	51.50	53.47	55.58
Equipment Mechanic	49.25	51.50	53.47	55.58
<b>Group D:</b>				
Flagger	\$ 33.86	\$ 35.40	\$ 36.76	\$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all railroad catenary installation and maintenance, third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	\$ 62.94	\$ 65.81	\$ 68.34	\$ 71.03
Crane, Crawler Backhoe	62.94	65.81	68.34	71.03
Cable Splicer	69.23	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	66.09	69.10	71.76	74.58
Group B:				
Digging Mach. Operator	\$ 56.65	\$ 59.23	\$ 61.51	\$ 63.93
Group C:				
Tractor Trailer Driver	\$ 53.50	\$ 55.94	\$ 58.09	\$ 60.38
Groundman, Truck Driver	50.35	52.65	54.67	56.82
Equipment Mechanic	50.35	52.65	54.67	56.82
Group D:				
Flagger	\$ 34.62	\$ 36.20	\$ 37.59	\$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----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. Includes access matting for line work.

Group A:				
Lineman, Tech, Welder	\$ 64.18	\$ 67.10	\$ 69.68	\$ 72.43
Crane, Crawler Backhoe	64.18	67.10	69.68	72.43
Group B:				
Digging Mach. Operator	\$ 57.76	\$ 60.39	\$ 62.71	\$ 65.19
Group C:				
Tractor Trailer Driver	\$ 54.55	\$ 57.04	\$ 59.23	\$ 61.57
Groundman, Truck Driver	51.34	53.68	55.74	57.94
Equipment Mechanic	51.34	53.68	55.74	57.94
Group D:				
Flagger	\$ 35.30	\$ 36.91	\$ 38.32	\$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

**SHIFT WORK**

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 %

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

\*Plus 7 % of the hourly wage paid. The 7% is based on straight time or premium time.

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.  
 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, 25 ) on HOLIDAY PAGE  
 Overtime See ( 5, 6, 8, 15, 25 ) on HOLIDAY PAGE

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 Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2025	05/04/2026	05/03/2027	05/01/2028
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All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*
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\*Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249a

**Lineman Electrician - Teledata**

**06/01/2026**

**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**

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E, solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour: 07/01/2025

Cable Splicer	\$ 40.81
Installer, Repairman	\$ 38.73
Teledata Lineman	\$ 38.73
Tech., Equip. Operator	\$ 38.73
Groundman/Flagger	\$ 20.53

For outside work, stopping at first point of attachment (demarcation).

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work, please see LINEMAN.

**SHIFT WORK**

THE FOLLOWING RATES APPLY WHEN THE CONTRACTING AGENCY MANDATES MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION ARE WORKED. WHEN TWO (2) OR THREE (3) SHIFTS ARE WORKED THE FOLLOWING RATES APPLY:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 5.77
	*plus 3% of the hour 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

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** **06/01/2026**

**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.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.  
 Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.  
 Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A 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.

Per hour:	07/01/2025	05/04/2026	05/03/2027	05/01/2028
<b>Group A:</b>				
Lineman, Technician	\$ 54.19	\$ 56.70	\$ 58.85	\$ 61.15
Crane, Crawler Backhoe	54.19	56.70	58.85	61.15
Certified Welder	56.90	59.54	61.79	64.21
<b>Group B:</b>				
Digging Machine	\$ 48.77	\$ 51.03	\$ 52.97	\$ 55.04
<b>Group C:</b>				
Tractor Trailer Driver	\$ 46.06	\$ 48.20	\$ 50.02	\$ 51.98
Groundman, Truck Driver	43.35	45.36	47.08	48.92
Equipment Mechanic	43.35	45.36	47.08	48.92
<b>Group D:</b>				
Flagger	\$ 32.51	\$ 34.02	\$ 35.31	\$ 36.69

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.

**SHIFT WORK**  
 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%

**SUPPLEMENTAL BENEFITS**  
 Per hour worked:

	07/01/2025	05/04/2026	05/03/2027	05/01/2028
Group A	\$ 31.90*	\$ 32.90*	\$ 34.40*	\$ 35.90*
Group B	\$ 27.90*	\$ 28.90*	\$ 30.40*	\$ 31.90*
Group C	\$ 27.70*	\$ 28.50*	\$ 29.70*	\$ 30.90*
Group D	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*

\* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Dept. of Jurisdiction.  
 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, 25 ) on HOLIDAY PAGE  
 Overtime: See ( 5, 6, 8, 15, 25 ) on HOLIDAY PAGE  
 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 Journeyworker's Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

07/01/2025	05/04/2026	05/03/2027	05/01/2028
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All terms:	\$ 27.65*	\$ 28.40*	\$ 29.53*	\$ 30.66*
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\* Plus 7% of the hourly wage paid. The 7% is based on straight time or premium time.

6-1249aReg8LT

**Lineman Electrician - Tree Trimmer** **06/01/2026**

**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 includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2025	01/01/2026	01/04/2026	01/03/2027
Tree Trimmer	\$ 33.18	\$ 33.18	\$ 34.67	\$ 36.23
Equipment Operator	29.35	29.35	30.67	32.05
Equipment Mechanic	29.35	29.35	30.67	32.05
Truck Driver	23.85	23.85	24.93	26.05
Groundman	19.64	19.64	20.53	21.45
Flagger	15.50	16.00	16.20	16.93

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 10.98*	\$ 10.98*	\$ 11.23*	\$ 11.48*
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\* Plus 4.5% of the hourly wage paid. The 4.5% is based on straight time rate or premium rate.

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE  
 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, 16, 25) 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** **06/01/2026**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

07/01/2025

Bricklayer	\$ 48.89
Cement Mason	48.89
Plasterer/Stone Mason	48.89
Pointer/Caulker	48.89

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK**

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday 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	\$ 39.20
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**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%

11-5wp-b

**Mason - Building**

**06/01/2026**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

Per Hour:

	07/01/2025	07/07/2025	01/05/2026
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Marble Cutters & Setters	\$ 64.21	\$ 64.66	\$ 65.21
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**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 40.51 \$ 40.82 \$ 41.02

**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
	0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
07/01/2025	\$27.24	\$40.84	\$44.25	\$47.63	\$51.05	\$54.58	\$60.99	\$64.21
07/07/2025	\$27.60	\$41.50	\$44.98	\$48.45	\$51.94	\$54.81	\$64.66	\$64.66
01/05/2026	\$27.39	\$41.07	\$44.49	\$47.91	\$51.33	\$53.73	\$65.21	\$65.21

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2025	\$26.88	\$30.14	\$30.95	\$31.78	\$32.59	\$38.07	\$39.71	\$40.51
07/07/2025	\$26.95	\$30.02	\$30.78	\$31.55	\$32.32	\$38.53	\$40.82	\$40.82
01/05/2026	\$28.60	\$31.67	\$32.43	\$33.20	\$33.97	\$40.73	\$41.02	\$41.02

9-7/4

**Mason - Building**

**06/01/2026**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour:	07/01/2025	12/01/2025	6/1/2026
Tile Setters	\$ 65.03	\$ 65.64	\$ 66.35

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2025	12/01/2025	6/1/2026
	\$ 29.61*	\$ 30.11*	\$30.56*
	+8.53	+8.54	+8.56

\* 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:

(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
07/01/2025									
\$22.34	\$27.46	\$34.56	\$39.66	\$43.35	\$46.96	\$50.69	\$55.79	\$58.36	\$65.03
12/01/2025									
\$22.70	\$27.86	\$35.07	\$40.22	\$43.96	\$47.61	\$51.39	\$56.55	\$59.16	\$65.54
06/01/2026									
\$23.09	\$28.32	\$35.65	\$40.86	\$44.67	\$48.38	\$52.23	\$57.45	\$59.83	\$66.35

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2025										
	\$13.00*	\$13.00*	\$16.11*	\$16.11*	\$17.11*	\$18.61*	\$19.61*	\$19.61*	\$19.61*	\$29.61*
	+\$ .76	+\$ .81	+\$ .92	+\$ .97	+\$ 1.44	+\$ 1.49	+\$ 1.92	+\$ 1.97	+\$ 4.57	+\$ 8.53
12/01/2025										
	\$13.00*	\$13.00*	\$16.11*	\$16.11*	\$17.11*	\$18.61*	\$19.61*	\$19.61*	\$19.61*	\$30.11*
	+ \$ .76	+ \$ .82	+ \$ .92	+ \$ .97	+\$ 1.44	+\$ 1.50	+\$ 1.93	+\$ 1.98	+\$ 4.58	+\$ 8.54
06/01/2026										
	\$13.05*	\$13.05*	\$16.16*	\$16.16*	\$17.16*	\$18.66*	\$19.66*	\$19.66*	\$19.96*	\$30.56*
	+ \$ .77	+ \$ .82	+ \$ .93	+ \$ .98	+ \$ 1.45	+ \$ 1.51	+ \$ 1.94	+ \$ 1.99	+ \$ 4.59	+ \$ 8.56

\* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52A

**Mason - Building** **06/01/2026**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Nassau, Rockland, Suffolk, Westchester

**WAGES**  
 Per hour: 07/01/2025 12/01/2025 06/01/2026

Tile Finisher \$ 50.11 \$ 50.44 \$ 50.93

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 26.11\* \$ 26.61\* \$ 27.16\*  
+ 8.35 + 8.36 + 8.37

\*This portion of benefits is subjected 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 - Heavy&Highway** **06/01/2026**

**JOB DESCRIPTION** Mason - Heavy&Highway **DISTRICT 11**

**ENTIRE COUNTIES**  
 Putnam, Rockland, Westchester

**PARTIAL COUNTIES**  
 Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

07/01/2025

Bricklayer	\$ 49.39
Cement Mason	49.39
Marble/Stone Mason	49.39
Plasterer	49.39
Pointer/Caulker	49.39

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 workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

- Irregular workday 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	\$ 39.20
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**OVERTIME PAY**

Cement Mason	See ( B, E, Q, W )
All Others	See ( B, E, Q, )

**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.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

**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%

11-5WP-H/H

**Operating Engineer - Building / Heavy&Highway**

**06/01/2026**

**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 Pile 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 Combination 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 (Bauer, AML 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); Gradall's; 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, Squeezecrete & 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); Barrier Moving Machine-Zipper; 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, Instantcrete, 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); Pot Hole Killer Trucks or equivalent; 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 & Maintenance 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 Flow type 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)

07/01/2025

Class A5	\$ 68.22 plus 5.00*
Class A4	67.22 plus 5.00*
Class A3	66.22 plus 5.00*
Class A2	63.72 plus 5.00*
Class A1	62.72 plus 5.00*
Class A	61.72 plus 5.00*
Class B	60.13 plus 5.00*

Class C	58.22 plus 5.00*
Class D	56.59 plus 5.00*
Class E	52.88 plus 5.00*
Safety Engineer	62.46 plus 5.00*

Helicopter:  
Pilot/Engineer 63.54 plus 5.00\*

Co Pilot 61.72 plus 5.00\*

Communications Engineer 61.72 plus 5.00\*

Surveying:  
Chief of Party 61.72 plus 5.00\*

Transit/Instrument Man 52.88 plus 5.00\*

Rod/Chainman 52.30 plus 5.00\*

Additional \$0.75 for Survey work Tunnel under compressed air.  
Additional \$0.50 for Hydrographic work.

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 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.

\*\*\*To be allocated at a later date

- 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.

### SHIFT WORK

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 35.25\*

\*15% premium is also required on shift work benefits

### 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 base wage plus \$5.00*
2nd year	70% of Class base wage plus \$5.00*
3rd year	80% of Class base wage plus \$5.00*
4th year	90% of Class base wage plus \$5.00*

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 35.25

11-825

**Operating Engineer - Marine Dredging**

**06/01/2026**

**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 wage rates do not apply to Operating Engineers on land-based construction projects. For those projects, refer to the Operating Engineers Heavy/Highway rates. The wage rates listed below apply specifically to all equipment and operators involved in marine dredging work within navigable waters located in the counties listed above.

Per Hour:	07/01/2025	10/01/2025
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator with MOTV	\$ 47.07	\$ 48.48
CLASS A2 Crane Operator (360 swing)	41.94	43.20
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 I/II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer, Licensed Boat, Crew Boat Operator	40.71	41.93
CLASS B2 Certified Welder	38.31	39.46
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	37.26	38.38
CLASS C2 Boat Operator	36.07	37.15
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	29.96	30.86

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes: 7% of Hourly Straight time wage + \$12.00.

Additional \$0.63 per hour for Overtime hours

**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

**Operating Engineer - Steel Erectors**

**06/01/2026**

**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)

07/01/2025

Class A3	\$ 70.24 plus 5.00*
Class A2	68.58 plus 5.00*
Class A1	65.74 plus 5.00*
Class A	64.08 plus 5.00*
Class B	61.29 plus 5.00*
Class C	58.63 plus 5.00*
Class D	57.10 plus 5.00*
Class E	53.34 plus 5.00*
Vacuum Truck	62.05 plus 5.00*
Safety Engineer	62.91 plus 5.00*

Helicopter:	
Pilot/Engineer	65.74 plus 5.00*
Co Pilot	65.35 plus 5.00*
Communications Engineer	65.35 plus 5.00*

Surveying:	
Chief of Party	62.05 plus 5.00*
Transit/Instrument man	53.34 plus 5.00*
Rod/Chainman	52.30 plus 5.00*
Additional \$0.75 for Survey work Tunnels under compressed air.	
Additional \$0.50 for Hydrographic work.	

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

\*\*To be allocated at a later date

- 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.

**SHIFT WORK**

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 35.25\*

\*15% premium is also required on shift work benefits

**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 base wage plus \$5.00*
2nd year	70% of Class base wage plus \$5.00*
3rd year	80% of Class base wage plus \$5.00*
4th year	90% of Class base wage plus \$5.00*

\*The \$5.00 is added to the Class Base Wage for all hours worked. Additionally, the \$5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 35.25

11-825SE

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**Painter** **06/01/2026**

**JOB DESCRIPTION** Painter

**DISTRICT** 1

**ENTIRE COUNTIES**

Rockland

**WAGES**

Wages per hour

07/01/2025

Brush/Paper Hanger	\$ 43.65
Dry Wall finisher	43.65
Sandblaster-Painter	43.65
Lead Abatement	43.65
Spray Rate	44.65

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

Journeyworker \$ 27.72

**OVERTIME PAY**

See (B, E, E2, Q) on OVERTIME PAGE

**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 Journeyperson's wage

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

Supplemental Benefits per hour worked

1st term	\$ 11.64
All others	27.72

1-155ROC

**Painter - Bridge & Structural Steel**

**06/01/2026**

**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:	07/01/2025	10/01/2025
	\$ 56.25	\$ 57.00
	+ 11.10*	+ 12.10*

ADDITIONAL \$7.00 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 (50 hour cap).

\*\* To be allocated a later date

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:	\$ 13.33	\$ 13.49
	+ 30.76*	+ 31.27*

\* 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 (50 hour 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.

	07/01/2025	10/01/2025
1st year	\$ 22.50 + 4.44	\$ 22.80 + 4.54*
2nd year	\$ 33.75 + 6.63	\$ 34.20 + 7.26*
3rd year	\$ 45.00 + 8.88	\$ 45.60 + 10.60*
Supplemental Benefits - Per hour:		
1st year	\$ 1.52 + 12.51	\$ 18.63*
2nd year	\$ 8.00 + 18.47	\$ 8.09 + 19.04*
3rd year	\$ 10.66 + 24.62	\$ 10.79 + 25.39*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**06/01/2026**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

**WAGES**

Per hour:

	07/01/2025	04/01/2026
Painter (Striping-Highway):		
Striping-Machine Operator*	\$ 35.49	\$ 36.93
Linerman Thermoplastic	42.74	44.44

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.

**SHIFT WORK**

When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyworker:		
Striping Machine Operator:	\$24.30	\$ 24.95
Linerman Thermoplastic:	24.30	24.95

**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:

	07/01/2025	01/01/2026	04/01/2026
1st Term:	\$ 16.50	\$ 17.00	\$ 17.00
2nd Term:	21.29	20.47	22.16

3rd Term: 28.39 27.30 29.54

Supplemental Benefits per hour:

All terms: \$ 24.30 \$ 24.30 \$ 24.95

8-1456-LS

**Painter - Metal Polisher 06/01/2026**

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

07/01/2025  
 Metal Polisher \$ 40.33  
 Metal Polisher\* 41.43  
 Metal Polisher\*\* 44.33

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2025

Journeyworker:  
 All classification \$ 13.44

**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, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:  
 One (1) year term at the following wage rates:

07/01/2025

1st year	\$ 20.17
2nd year	22.18
3rd year	24.20
1st year*	\$ 20.56
2nd year*	22.62
3rd year*	24.74
1st year**	\$ 22.67
2nd year**	24.68
3rd year**	26.70

\*Note: Applies on New Construction & complete renovation

\*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 8.94
2nd year	8.94
3rd year	8.94

8-8A/28A-MP

**Plumber 06/01/2026**

**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)

	07/01/2025	06/01/2026
Plumber-HVAC	\$ 41.99	\$ 43.74

\*To be allocated at a later date

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

**SHIFT WORK**

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular workday or for 2nd and 3rd shift.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 37.38*	\$ 38.13*
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\*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.

	07/01/2025	06/01/2026
1st term	\$ 18.90	\$ 19.68
2nd term	23.09	24.06
3rd term	27.29	28.43
4th term	31.49	32.81
5th term	35.69	37.18

Supplemental Benefits per hour:

Apprentices

1st term	\$ 16.89*	\$ 17.23*
2nd term	20.62*	21.03*
3rd term	24.34*	24.83*
4th term	28.08*	28.64*
5th term	31.80*	32.44*

\*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**

**06/01/2026**

**JOB DESCRIPTION** Plumber

**DISTRICT** 11

**ENTIRE COUNTIES**

Orange, Rockland, Sullivan

**PARTIAL COUNTIES**

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk, Ellenville up to Napanoch Prison.

**WAGES**

WAGES:(per hour)	07/01/2025	05/01/2026	05/01/2027
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		Additional	Additional
Plumber/Steamfitter	\$ 53.20	+ \$3.00*	+ \$3.00*

(\*) To be allocated at a later date

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

**SHIFT WORK**

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular workday or for 2nd and 3rd shift.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 46.57*
------------	-----------

\*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.

	07/01/2025
1st term	\$ 23.94
2nd term	29.26
3rd term	34.58
4th term	39.90
5th term	45.22

Supplemental Benefits per hour:

1st term	\$ 21.02*
2nd term	25.67*
3rd term	30.31*
4th term	34.97*
5th term	39.60*

\*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

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**Roofer** **06/01/2026**

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**JOB DESCRIPTION** Roofer

**DISTRICT** 9

**ENTIRE COUNTIES**

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per Hour:	07/01/2025	05/01/2026
		Additional
Roofer/Waterproofer	\$ 50.25	+ \$ 2.75
	+ \$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:	\$ 32.62
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**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

**HOLIDAY**

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

( 1 ) year term apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 17.59	\$ 25.13	\$ 30.15	\$ 37.69
		+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

	1st	2nd	3rd	4th
	\$ 4.22	\$ 16.69	\$ 19.87	\$ 24.65

\* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 19.10	\$ 22.61	\$ 25.13	\$ 30.15	\$ 37.69
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

	1st	2nd	3rd	4th	5th
	\$ 7.95	\$ 15.09	\$ 16.69	\$ 19.87	\$ 24.65

\* This portion is not subjected to overtime premiums.

9-8R

**Sheetmetal Worker**

**06/01/2026**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

	07/01/2025
SheetMetal Worker	\$ 51.48
	+ 3.81*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**SHIFT WORK**

For all NYS D.O.T. and other Governmental mandated off-shift work:  
 12% increase for additional shifts for a minimum of five (5) days

**SUPPLEMENTAL BENEFITS**

Journeyworker	\$ 47.43
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**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
	\$ 21.00	\$ 21.71	\$ 24.12	\$ 26.51	\$ 28.93	\$ 31.37	\$ 34.25	\$ 37.11
	+ 1.52*	+ 1.71*	+ 1.91*	+ 2.10*	+ 2.29*	+ 2.48*	+ 2.67*	+ 2.86*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 18.57
2nd term	22.80
3rd term	25.34
4th term	27.88
5th term	30.40
6th term	32.92
7th term	34.99
8th term	37.08

8-38

**Sheetmetal Worker**

**06/01/2026**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Suffolk, Westchester

**WAGES**

Per Hour:

07/01/2025

Sign Erector

\$ 60.00

NOTE: For Structurally Supported Overhead Highway Signs (See STRUCTURAL IRON WORKER CLASSIFICATION)

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2025

Sign Erector

\$ 58.31

**OVERTIME PAY**

See (B, 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:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 18.65	\$ 21.16	\$ 23.69	\$ 26.22	\$ 35.39	\$ 38.52	\$ 42.55	\$ 45.75	\$ 48.96	\$ 52.15

4-137-SE

**Sprinkler Fitter**

**06/01/2026**

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per hour

07/01/2025

Sprinkler  
Fitter

\$ 57.20

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker

\$ 31.36

**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
\$ 29.33	\$ 32.75	\$ 35.47	\$ 38.20	\$ 40.25	\$ 43.66	\$ 46.39	\$ 49.12	\$ 51.85	\$ 54.58

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.57	\$ 9.57	\$ 21.49	\$ 21.49	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74	\$ 21.74 1-669.2

**Teamster - Building / Heavy&Highway** **06/01/2026**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway **DISTRICT 11**

**ENTIRE COUNTIES**  
 Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**  
 GROUP I: 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 II: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP III: All equipment 25 yards and up to and including 30-yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP IV: 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 V: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP VI: Straight Trucks.

GROUP VII: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2025	05/01/2026
GROUP I	\$ 37.91	\$ 39.51
GROUP II	39.03	40.63
GROUP III	37.35	38.95
GROUP IV	37.13	38.73
GROUP V	37.02	38.62
GROUP VI	36.90	38.50
GROUP VII	36.90	38.50

**NOTE ADDITIONAL PREMIUMS:**

- 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.

**SHIFT WORK**

- 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.

**SUPPLEMENTAL BENEFITS**

Per hour:

First 40 hours	\$ 46.37	\$ 47.68
Over 40 hours	38.37	39.68

**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  
 - Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.  
 \*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

**Teamster - Delivery - Building / Heavy&Highway** **06/01/2026**

**JOB DESCRIPTION** Teamster - Delivery - Building / Heavy&Highway

**DISTRICT** 11

**ENTIRE COUNTIES**

Dutchess, Orange, Rockland, Sullivan, Ulster

**WAGES**

THESE RATES ARE ONLY TO BE USED FOR DELIVERY OF AGGREGATE MATERIALS TO THE JOB SITE. FOR ALL ONSITE WORK AND HAULING OF SPOILS SEE THE TEAMSTER BUILDING/HEAVY & HIGHWAY RATES.

Group 1 Tractor Trailer Drivers  
Group 2 Tri- Axle

Wages:	07/01/2025	05/01/2026
Group 1	\$ 37.35	\$ 38.95
Group 2	37.02	38.62

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

First 40 hours	\$ 46.37	\$ 47.68
Over 40 hours	0.00	0.00

**OVERTIME PAY**

See (B, E, Q, X) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE  
Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

**Welder**

**06/01/2026**

**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 07/01/2025

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

**Rockland County Residential**

**Carpenter - Residential** **06/01/2026**

**JOB DESCRIPTION** Carpenter - Residential **DISTRICT 11**

**ENTIRE COUNTIES**  
 Putnam, Rockland, Westchester

**WAGES**

\*\*\*IMPORTANT NOTE: Residential construction consists of those projects involving the construction, alteration, or repair of single-family houses or apartment buildings of no more than four (4) floors in height, town homes, row houses, single family homes, mobile homes, multi-family houses, apartment building of four (4) floors or less and assisted living facilities of four (4) floors or less. Excluding dormitories and student housing. Fours (4) stories shall be above ground level and shall not include the building's basement nor unfinished attic space.

Per hour: 07/01/2025

Carpenter \$ 28.24  
+4.36\*

\*For all hours paid straight or premium

**SUPPLEMENTAL BENEFITS**

Per hour:  
 Journeyman \$ 20.89

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE  
 Holidays that fall on Sunday will be observed Monday.

**REGISTERED APPRENTICES**

1 year terms at the following wage rates:

1st	2nd	3rd	4th
\$ 16.70	\$ 17.45	\$ 19.77	\$ 22.59
+2.53*	+2.53*	+2.53*	+2.53*

\*For all hours paid straight or premium

Supplemental Benefits per hour:

Apprentice all terms \$ 10.95

11-279.1r

**Electrician - Residential** **06/01/2026**

**JOB DESCRIPTION** Electrician - Residential **DISTRICT 11**

**ENTIRE COUNTIES**  
 Orange, Putnam, Rockland

**PARTIAL COUNTIES**  
 Dutchess: Towns of Fishkill, East Fishkill and Beacon.

**WAGES**

---IMPORTANT NOTE: Applies to all electrical wiring of single or multiple family dwellings and apartments up to and including two (2) stories that do not exceed four (4) unit apartments.

Per hour: 07/01/2025

Electrician Wireman/Technician \$ 51.50  
+ 10.00\*

\*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, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.

- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

**SHIFT WORK**

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 when shift is worked:

Between 4:30pm & 12:30am	\$ 60.43 + 10.00*
Between 12:30am & 8:30am	\$ 67.69 + 10.00*

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2025
Journeyman	\$ 30.69 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

07/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 17.00	\$ 20.60	\$ 25.75	\$ 30.90	\$ 36.05	\$ 38.63
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.94	24.17	30.22	36.26	42.30	45.32
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	22.34	27.08	33.85	40.61	47.38	50.77
	+1.00*	+1.00*	+1.00*	+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:

07/01/2025	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-R363/1

**Insulator - Heat & Frost - Residential**

**06/01/2026**

**JOB DESCRIPTION** Insulator - Heat & Frost - Residential

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

\*\*\*IMPORTANT NOTE: All residential plumbing, heating and air conditioning and site work in a single-family residence or a single family residential development under one roof, regardless of cost and garden type apartment buildings or developments which do not exceed three stories high.

Per hour:	07/01/2025
Asbestos Worker	\$ 51.02
Apprentices	33.91
Fire Stop Work*	

Asbestos Worker 48.17

\* Applies on all exclusive Fire Stop Work (when contract is for Fire Stop Work only). No apprentices on these contracts only.

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker	\$ 31.26
Apprentice	19.81
Fire Stop Work:	
Journeyworker	29.35

**OVERTIME PAY**

OVERTIME: See ( B, E, Q, T, V ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (2, 4, 6, 16, 25) on HOLIDAY PAGE

8-91R

**Plumber - Residential**

**06/01/2026**

**JOB DESCRIPTION** Plumber - Residential

**DISTRICT 11**

**ENTIRE COUNTIES**

Orange, Rockland, Sullivan

**PARTIAL COUNTIES**

Ulster: Only the Townships Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Walkill and Shawangunk Prisons).

**WAGES**

RESIDENTIAL (One and Two Family).  
 Plumbing /HVAC for construction and repair to plumbing and heating systems in single or two-family houses and not to be used on municipality work.  
 WAGES: (per hour)

07/01/2025

Plumber/Steamfitter \$ 37.00

**SUPPLEMENTAL BENEFITS**

SUPPLEMENTAL BENEFITS per hour:

Journeyman \$ 21.55

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wages.

07/01/2025

1st term	\$ 18.50
2nd term	20.35
3rd term	22.20
4th term	25.90
5th term	31.45

Supplemental Benefits per hour:

1st term	\$ 13.05
2nd term	13.91
3rd term	14.75
4th term	16.45
5th term	19.01

11-373.r

**Sheetmetal Worker - Residential**

**06/01/2026**

**JOB DESCRIPTION** Sheetmetal Worker - Residential

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

\*\*\*IMPORTANT NOTE: HVAC work on single family dwellings, multiple family housing units, apartments and condominium homes where each individual family apartment is individually conditioned by separate and independent unit or system.

Per hour: 07/01/2025

Sheetmetal Worker \$ 35.53  
 + \$1.96\*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

**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 \$ 24.67

**OVERTIME PAY**

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**

WAGES - Per hour:

(1/2) year terms at the following rates.

	1st	2nd	3rd	4th	5th	6th	7th	8th
	\$18.73	\$20.48	\$22.21	\$23.89	\$25.94	\$27.90	\$30.03	\$31.88
	+\$ .99*	+\$ 1.11*	+\$ 1.22*	+\$ 1.33*	+\$ 1.45*	+\$ 1.54*	+\$ 1.65*	+\$ 1.76*

\*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits - Per hour:

1st	\$ 14.45
2nd	15.69
3rd	16.96
4th	18.22
5th	19.22
6th	20.29
7th	21.15
8th	22.30

8-38r

**Sprinkler Fitter - Residential**

**06/01/2026**

**JOB DESCRIPTION** Sprinkler Fitter - Residential

**DISTRICT 1**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

\*\*\*IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.\*\*\*

Per hour 07/01/2025

Sprinkler Fitter \$ 46.04

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyworker \$ 31.36

**OVERTIME PAY**

See (B, H) 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.

1-669r2

## 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
- ( B3 ) Time and one half of the hourly rate after 40 straight 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 ) 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

**Rockland Green  
Request for Proposals 2026-01  
OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

**APPENDIX G**

**HISTORICAL TONNAGES**

**Rockland County Household Hazardous Waste Collection  
NYSDEC Annual Report Summary**

Household Hazardous Waste	Weight/Volume/Amount			Units
	2023	2024	2025	
Antifreeze	1,130	1,155	1,430	Gallons
Automotive Batteries	46,804	45,668	52,617	Pounds
Bulk Mercury	0	0	0	Pounds
CRT TVs/Monitors	112,414	75,194	63,218	Pounds
Fire Extinguisher	1,031	1,290	1,002	Units
Fluorescent Bulbs	21,600	18,591	19,375	Pounds
Freon Devices	1,059	912	1,090	Units
Hazardous Household Batteries	23,708	22,831	24,597	Pounds
Hazardous Paint	0	0	0	Gallons
Latex Paint	28,160	20,188	24,063	Gallons
MAP Gas	112	204	140	Units
Mercury Thermostats	240	240	240	Units
Miscellaneous Solid Waste (Liquids)	0	0	0	Gallons
Miscellaneous Solid Waste (Solids)	0	0	0	Pounds
Non-CRT TVs/Monitors	173,813	182,097	198,246	Pounds
Oil Paint	2,310	1,894	2,870	Gallons
Other Electronics	279,408	272,216	280,159	Pounds
Other HHW (Liquids)	119,663	108,901	111,716	Gallons
Other HHW (Solids)	169,933	202,663	202,009	Pounds
Other Mercury Containing Devices	2,874	2,132	1,749	Pounds
Pesticides (Liquids)	16,610	12,130	11,770	Gallons
Pesticides (Solids)	64,000	73,000	62,000	Pounds
1lb Propane Canister	1,846	2,770	2,218	Units
20lb Propane Canister	559	538	488	Units

## SECTION 3 – HOUSEHOLD HAZARDOUS WASTE COLLECTION DETAILS

Household Hazardous Waste	Weight/Volume*	Units
Antifreeze		Gallons
Hazardous Paint		Gallons
Automotive Batteries		Pounds
Hazardous Household Batteries		Pounds
Pesticides (Solids)		Pounds
Pesticides (Liquids)		Gallons
Mercury Thermostats		<b>Number Collected</b>
Other Mercury Containing Devices		Pounds
Bulk Mercury		Pounds
CRT TVs/Monitors		Pounds
Non-CRT TVs/Monitors		Pounds
Other Electronics		Pounds
Other HHW (Solids)		Pounds
Other HHW (Liquids)		Gallons
Miscellaneous Solid Waste (Solids)		Pounds
Miscellaneous Solid Waste (Liquids)		Gallons
Fluorescent Bulbs		Pounds
Other (specify)		
<b>Total Disposed For Year</b>		

\*Please report the weight/volume of household hazardous waste in the container, not the size of the container.

## SECTION 3 – HOUSEHOLD HAZARDOUS WASTE COLLECTION DETAILS

Household Hazardous Waste	Weight/Volume*	Units
Antifreeze		Gallons
Hazardous Paint		Gallons
Automotive Batteries		Pounds
Hazardous Household Batteries		Pounds
Pesticides (Solids)		Pounds
Pesticides (Liquids)		Gallons
Mercury Thermostats		Number Collected
Other Mercury Containing Devices		Pounds
Bulk Mercury		Pounds
CRT TVs/Monitors		Pounds
Non-CRT TVs/Monitors		Pounds
Other Electronics		Pounds
Other HHW (Solids)		Pounds
Other HHW (Liquids)		Gallons
Miscellaneous Solid Waste (Solids)		Pounds
Miscellaneous Solid Waste (Liquids)		Gallons
Fluorescent Bulbs		Pounds
Other (specify)		
<b>Total Disposed For Year</b>		

\*Please report the weight/volume of household hazardous waste in the container, not the size of the container.

## SECTION 3 – HOUSEHOLD HAZARDOUS WASTE COLLECTION DETAILS

Household Hazardous Waste	Weight/Volume*	Units
Antifreeze		Gallons
Hazardous Paint		Gallons
Automotive Batteries		Pounds
Hazardous Household Batteries		Pounds
Pesticides (Solids)		Pounds
Pesticides (Liquids)		Gallons
Mercury Thermostats		Number Collected
Other Mercury Containing Devices		Pounds
Bulk Mercury		Pounds
CRT TVs/Monitors		Pounds
Non-CRT TVs/Monitors		Pounds
Other Electronics		Pounds
Other HHW (Solids)		Pounds
Other HHW (Liquids)		Gallons
Miscellaneous Solid Waste (Solids)		Pounds
Miscellaneous Solid Waste (Liquids)		Gallons
Fluorescent Bulbs		Pounds
Other (specify)		
<b>Total Disposed For Year</b>		

\*Please report the weight/volume of household hazardous waste in the container, not the size of the container.

**Rockland Green  
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OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

**APPENDIX H**

**RECYCLING & LOCAL LAW NO. 2 OF 2008**

**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.

"Landscape" 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:

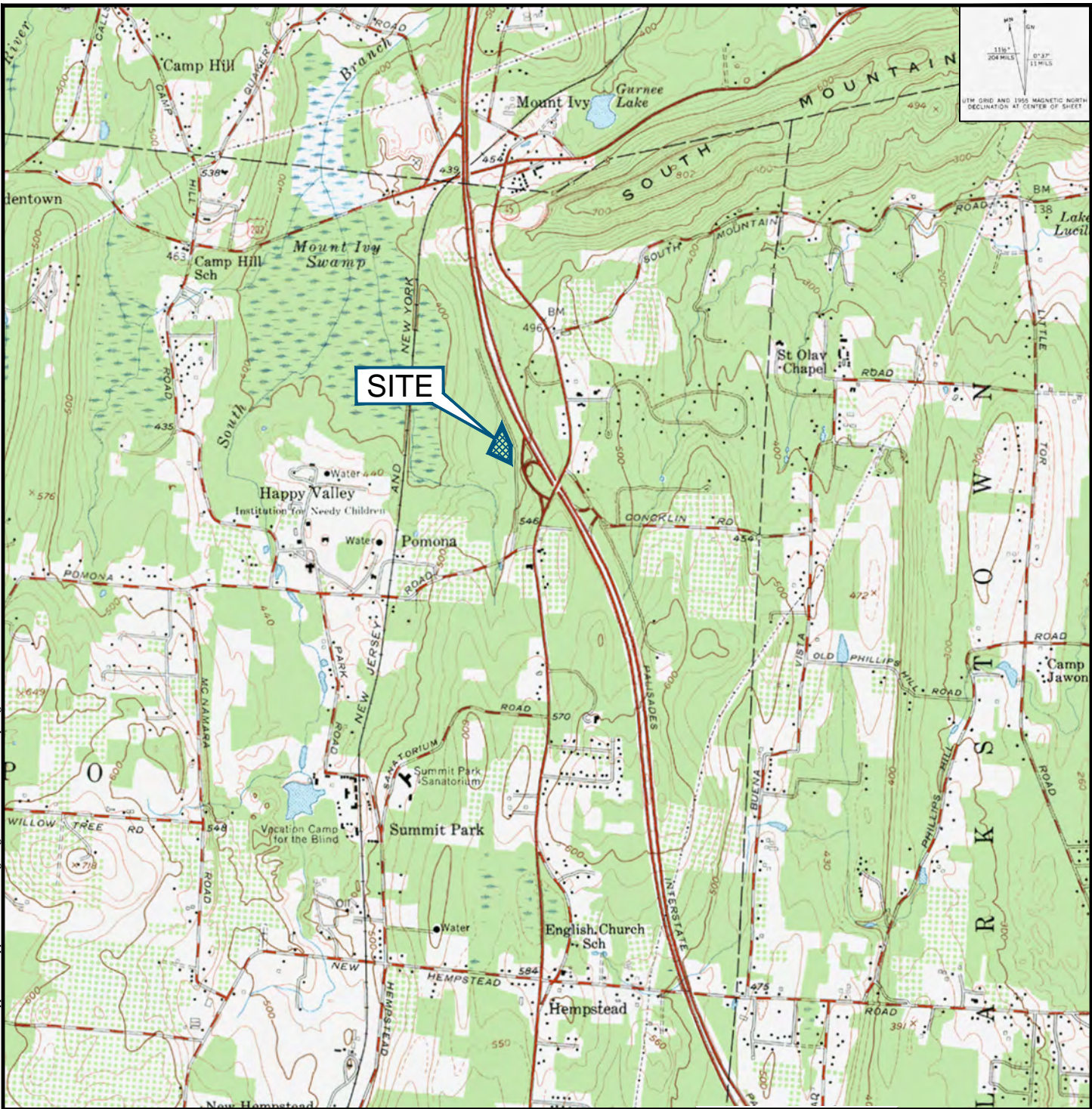
Ayes:	11	(Legislators Coker, Darden, Grant, Hood, Jr., Jobson, Michel, Murphy, Schoenberger, Soskin, Wolfe, Cornell)
Nays:	04	(Legislator Bierker, Day, Meyers, Sparaco)
Absent:	02	(Legislators Moroney, Pradhan)

**Rockland Green  
Request for Proposals 2026-01  
OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

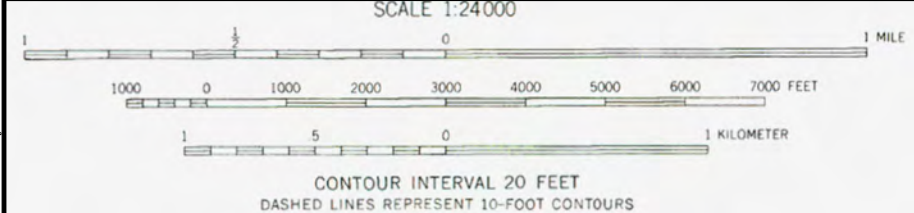
**APPENDIX I**

**SITE LOCATION MAP, SITE PLAN AND CONTAINER STORAGE DIAGRAM**

8.511 - ATTACHED REFERENCES - ATTACHED IMAGES: 8090;  
 DRAWING NAME: I:\Projects\242469 - Rockland County Solid Waste Contractor Procurement\RFP\Appendices\Appendix A - Drawings\Figure 1 - Site Location Map.dwg - PLOT DATE: October 19, 2015 - 1:32PM - LAYOUT: 8.5X11P



UTM GRID AND 1985 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET



**THIELLS, N.Y.**  
 41074-B1-TF-024  
 1955  
 DMA 6166 II NE-SERIES V821

1407 Broadway, Suite 3301  
 New York, NY 10018  
 Phone: 212.221.7822  
 www.TRCCompanies.com

PROJECT:  
**ROCKLAND GREEN  
 HOUSEHOLD HAZARDOUS WASTE FACILITY  
 35 FIREMEN'S MEMORIAL DRIVE  
 POMONA, NY 10970**

TITLE:  
**SITE LOCATION MAP**

DRAWN BY: A.M.  
 CHECKED BY: A.M.  
 APPROVED BY: P.C.  
 DATE: JUNE 2026  
 PROJ. NO.: 736053.0000.0000  
 FILE: Figure 1 - Site Location Map.dwg

**FIGURE 1**

8.5x11 --- ATTACHED XREFS: --- ATTACHED IMAGES: e\_06180852\_06\_07420\_46d\_2013\_7794; Site Plan.tif;  
 DRAWING NAME: I:\Projects\242469 - Rockland County Solid Waste Contractor Procurement\TRP\Appendices\Appendix A - Drawings\Figure 2 - Site Plan.dwg --- PLOT DATE: October 19, 2015 - 1:33PM --- LAYOUT: 8.5x11P

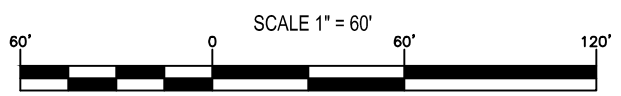


**LEGEND:**

- TYPICAL TRAFFIC FLOW DIRECTION
- CHAIN-LINK FENCING

**NOTES:**

1. ORTHOPHOTOGRAPHY DOWNLOADED FROM NEW YORK STATE ORTHOS ONLINE DATED APRIL 2013.
2. LOCATIONS OF SITE FEATURES ARE APPROXIMATE. NOT ALL SITE FEATURES ARE SHOWN.



PROJECT:	<b>ROCKLAND GREEN          HOUSEHOLD HAZARDOUS WASTE FACILITY          35 FIREMEN'S MEMORIAL DRIVE          POMONA, NY 10970</b>
TITLE:	<b>SITE PLAN</b>

DRAWN BY:	A.M.
CHECKED BY:	A.M.
APPROVED BY:	P.C.
DATE:	JUNE 2026
PROJ. NO.:	736053.0000.0000
FILE:	Figure 2 - Site Plan.dwg
FIGURE 2	

# Rockland County HHW Management Facility Container Storage Diagram


Date:

## Legend

**P** = Paint Wrangler

**PS** = Pesticide Solid Wrangler

**Lead Acid** = Lead Acid Batteries Pallet

 = 85 Overpack

 = 55 Metal Drum

 = 55 Fiber Drum

 = 30 Fiber Drum

 = 16 Fiber Drum

 = 5 Fiber Drum

**S** = Solvent

**O** = Oil

**PL** = Pesticide Liquid

**A** = Acid

**B** = Base

**Ox** = Oxidizer

**4** = 4 Foot Bulbs

**8** = 8 Foot Bulbs

**AER** = Aerosol Wrangler

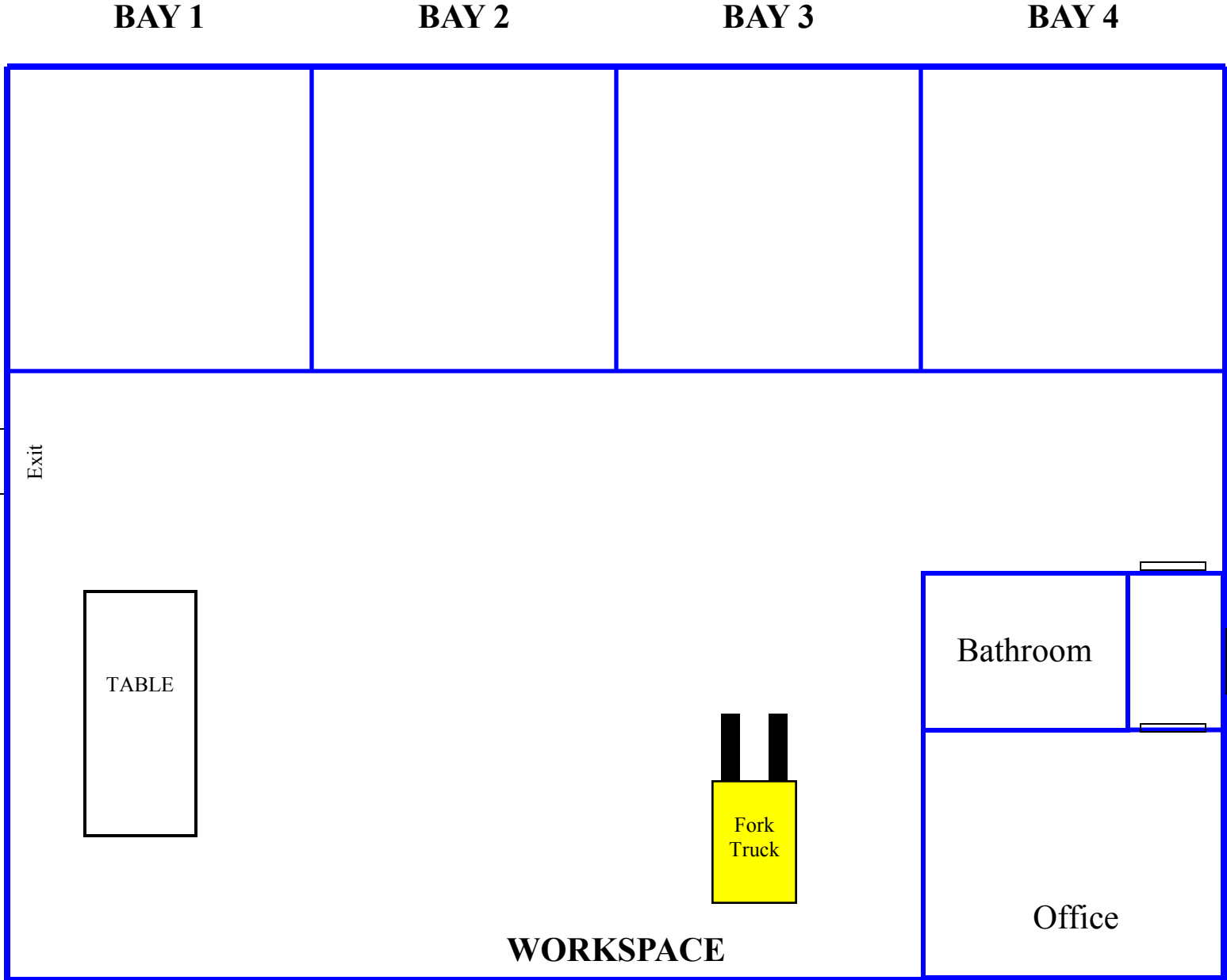
**E-Waste** = E-waste Wrangler

 = 30 Metal Drum

 = 5 Metal Drum

**N** = non haz

**U** = U Bulb Box



**Rockland Green  
Request for Proposals 2026-01  
OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY,  
POMONA, NEW YORK**

**APPENDIX J**

**6 NYCRR 360 SOLID WASTE MANAGEMENT PERMIT**



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
ROCKLAND COUNTY SW MGMT  
AUTHORITY  
420 TORNE VALLEY RD  
HILLBURN, NY 10931  
(845) 753-2200

**Facility:**  
ROCKLAND CO HOUSEHOLD HAZARDOUS  
WASTE  
FIREMAN'S MEMORIAL DR  
POMONA, NY 10970

**Facility Location:** in RAMAPO in ROCKLAND COUNTY

**Facility Principal Reference Point:** NYTM-E: 580.8      NYTM-N: 4558.7  
Latitude: 41°10'32.2" Longitude: 74°02'12.1"

**Authorized Activity:** Operation of a household hazardous waste facility to receive and store waste from households and conditionally exempt small-quantity generators.

**Facility ID:** 44-Z-01

**Permit Authorizations**

**Solid Waste Management - Under Article 27, Title 7**

Permit ID 3-3926-00267/00005

Renewal

Effective Date: 11/10/2015

Expiration Date: 11/9/2025

**NYSDEC Approval**

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: SCOTT BALLARD, Deputy Regional Permit Administrator

Address: NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY 12561

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

Date 11/10/15

JAM



**Distribution List**

A. Roppolo, Rockland County SWMA  
Clean Harbor Environmental Services  
K. Smith, Rockland County DOH  
C. St. Lawrence, Town of Ramapo Supervisor  
J. Lansing, NYSDEC DMM Region 3  
T. Laibach, NYSDEC DMM Region 3  
M. O'Connor, NYSDEC DER Region 3  
P. Munar Moreno, NYSDEC DMM Albany  
D. Mirabile, NYSDEC DMM Albany  
D. Whitehead, NYSDEC DEP Region 3

**Permit Components**

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**SOLID WASTE MANAGEMENT PERMIT CONDITIONS**

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the permit application, plans and materials prepared by Rockland County Solid Waste Management Authority on September 9, 2015; and the Approved Documents referenced in Solid Waste Management Condition #16.

2. **Part 360** The facility must operate in conformance and compliance with 6 NYCRR Part 360 Solid Waste Management Facilities Regulations (part 360) or any revisions hereafter promulgated and any State law, rule, code, or regulation; and, the special and general conditions of this permit

Failure of the permittee to meet any of the terms and conditions of this permit is a violation of Part 360 and may be subject the permittee to enforcement action.

3. **Compliance** Initial issuance or renewal of this pennit shall not be construed as a determination by the Department that the facility is in compliance with applicable regulations or with the permit conditions. That determination will be made by the Department by means of periodic facility inspections and compliance audits.



## AUTHORIZED WASTE and OPERATIONS

**4. Acceptable Wastes** The facility shall only accept and accumulate:

1. Household hazardous waste (HHW) and conditionally exempt small-quantity generator (CESQG) waste as classified by the New York State Department of Environmental Conservation. It is the responsibility of the facility operator to determine material acceptability.
2. The facility may make appropriate determinations for any over-the-counter pharmaceutical material/product brought to the facility for disposal. Law Enforcement presence is required for the acceptance of controlled substances, however, and requires prior Department approval.
3. Scrap materials destined for recycling may be collected at the facility. Electronic materials may not be dismantled at the facility. Electronic materials and other incidental recyclables shall be stored separately from all other collected chemical wastes. Materials destined for recycling/recovery will be protected from the weather in cases where sun or moisture affect commodity marketability.

**5. Comprehensive Recycling Analysis** The Permittee shall only accept solid waste generated by sources located within municipalities or planning units which are included in a comprehensive recycling analysis (CRA) which has been approved by the Department pursuant to 6 NYCRR part 360-1.9(1) and which have implemented the recyclables recovery program determined to be feasible by the analysis.

**6. Tonnage Limit** The facility is authorized to receive up to 6 tons per day of HHW, CESQG and pharmaceutical material per Special Conditions 3(a) and (b). This tonnage limit does not include scrap materials that are destined for recycling.

**7. Unacceptable Wastes** The Permittee is prohibited from accepting hazardous waste from small quantity or large quantity generators; MSW; yard waste; sludge or septage; infectious or medical wastes as defined in Public Health Law 1389-aa and Environmental Conservation Law Article 27 Section 150 unless authorized in writing by the RMMS.

**8. Operating Hours** The facility may receive and store waste during weekdays and weekends as deemed necessary by the county to accommodate the needs of residents.

The facility shall not operate on the following New York State Holidays: New Years Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving, and Christmas, unless otherwise authorized by the Department.

Fully loaded trailers may be picked up at the facility for shipment off-site by a licensed waste transporter and manifested accordingly.

**9. Ultimate Disposal of Waste** All waste passing through the facility must be ultimately treated or disposed of at a facility authorized by the Department if located in New York State, or by the appropriate governmental agency or agencies if in other states, territories, or nations.



## WASTE ACCEPTANCE and HANDLING

**10. Control Program** Pursuant to 360-1.14(e)(1), a control program, which must include an employee training program, must be instituted to recognize and properly handle unauthorized waste brought to the facility.

Unauthorized waste received at the facility shall be removed from the facility within 24 hours of receipt. The facility shall record the details of each incident as specified elsewhere in this permit, and in the annual report. Records of each incident shall be maintained pursuant to Part 360-1.140(1) and made available for Department review at the facility. At a minimum, the record of the incident shall contain the date the waste was received, the type of waste received, the date of disposal, the disposal method, and the location of disposal. Any unauthorized waste accepted at the facility must be managed in accordance with applicable Federal or State laws and regulations. If the facility is unable to remove unauthorized waste within the 24 hour timeframe, the notification protocols in Special condition 19 shall be followed.

**11. Waste Acceptance Requirements** All Procedural Requirements for HHW and CESQG waste outlined in the Operations Plan/Operations Manual prepared by Clean Harbors Environmental Service must be adhered to.

## MITIGATION of IMPACTS

**12. Nuisance Conditions** The operation of the facility must be conducted in such a manner that dust, litter, vectors, noise, and odors do not cause a nuisance condition or pose a threat to the health and safety. Any operational changes deemed necessary by the Department to correct nuisance conditions must be implemented, including immediate cessation of all or part of the facility's operation.

**13. Noise** The Permittee shall be in compliance with 6 NYCRR Part 36Q-1.14(p). If a noise survey is determined to be required, the survey shall be carried out by an individual with expertise in noise analysis. The report must be submitted to the Department within thirty days of when the data has been obtained. In addition to what is required in Part 360 and the Department's noise guidance document, this report shall also contain the raw data, including any interference that may have been observed during the data collection process (for example, cars passing by) and the operational conditions of the facility (equipment, trucks, etc.).

If it is demonstrated that site conditions make noise impacts on the surrounding community unlikely, the Permittee may petition the Department to waive annual monitoring. If a waiver is granted, the noise survey must be conducted upon renewal of the permit. The Department reserves the option to reinstitute the annual noise survey requirement if, at its sole discretion, the Department determines that conditions at the site have changed and the waiver is no longer justified.

## FACILITY OPERATION/ MAINTENANCE

**14. Daily Inspections** All issues found during daily inspections which reveal deterioration or malfunction of safety/emergency equipment, security devices, and/or operational equipment must be immediately addressed.



All inspections and reports must be maintained for at least seven years and be available for Department review.

**15. Hazardous Waste Storage** At the end of the each operating day, full waste containers must be placed in the hazardous materials storage pods. Partially full waste containers may remain the work area at the end of the operating day. These containers must be kept closed unless they are being filled or emptied. They must be stored in a safe and prudent manner. Waste may be stored at the facility for up to 180 days.

#### APPROVED DOCUMENTS

**16. Approved or Relevant Documents** The facility shall be operated in conformance with the following approved or relevant plans and documents, to the extent they do not conflict with 6 NYCRR Part 360 Solid Waste Management Facilities Regulations:

a) Rockland County Solid Waste Management Authority Household Hazardous Waste Facility Operating Plan/Operations Manual, dated July 14, 2006, prepared by Clean Harbor.; Environmental Services.

The Operating Plan/Operations Manual shall be reviewed annually and updated as necessary during the life of the permit. Updates shall be included in the facility's annual report. Report submissions must be made in accordance with the provisions outlined in the Submissions, Approvals and Notifications section below.

Written approval must be granted by the department prior to any changes in the operation of the facility, including subsequent changes in the operator. Approval requests must be made in accordance with the provisions outlined in the Submissions, Approvals and Notifications section below.

#### SUBMISSIONS, APPROVALS, and NOTIFICATIONS

**17. Submissions** Unless otherwise specified, all submissions required by this permit shall be made as follows:

One paper copy and one digital copy on CD to:

Regional Materials Management Supervisor  
Division of Materials Management - Region 3  
New York State Department of Environmental Conservation  
21 South Platt Corners Rd.  
New Paltz, New York, 12561-1620

One paper copy and one digital copy on CD to:

Bureau of Permitting and Planning  
Division of Materials Management  
New York State Department of Environmental Conservation  
625 Broadway, 9th Floor  
Albany, New York 12233-7258



**18. Approvals** All approvals required by this permit shall be obtained in writing from either the Regional Materials Management Supervisor (RMMS) or the Regional Permit Administrator (RPA), or their designees.

The Permittee shall obtain prior approval from the Department for any new construction or work which will result in a modification of the facility or any component of the facility.

Prior approval is not required for the repair or replacement of a facility component provided that such repair or replacement does not result in a modification of the facility or any component of the facility and provided that the Department is notified in writing within 24 hours after completion of the repair or replacement work.

Emergency repairs to facility components which result in a modification, as defined above, are undertaken at the risk of the Permittee, unless prior approval is granted by the Department. The Permittee shall restore the facility to its previously approved configuration, if directed to do so by the Department.

**19. Notifications** The Permittee shall notify the Regional Materials Management Supervisor by telephone (845-256-3123) or e-mail (james.lansing@dec.ny.gov) **immediately** of any emergency situations, including fires, spills, a cessation of operation at the facility, liquid detected in any secondary containment system, or if any structure or component becomes damaged or malfunctions in any way. The notification shall describe the nature of the emergency, emergency actions taken or proposed, and the schedule for implementation of the emergency actions. These emergency incidents must be further documented in the facility's annual report.

Prior to performing any non-routine construction, monitoring, or maintenance activity relative to management or storage of material, (except for emergency repairs), the RMMS shall be notified in writing at least five (5) business days in advance of such activity.

## REPORTS and RECORDS

**20. Permit and Plans** A copy of this permit, along with all documents mentioned in the special conditions and documents required by 6 NYCRR Part 360, must be available for inspection by NYSDEC during operational hours at the project site.

The Permittee shall make all facility employees familiar with the approved Operating Plan/Operations Manual and have it available for ready reference on the site.

The facility shall have individual(s) on site sufficiently trained in the implementation of the Contingency/Emergency Response Plan and is/are sufficiently trained in incident response. The Permittee shall be responsible for making these documents available for non-English speaking employees whose primary language is other than English. These documents must be available to employees no later than sixty (60) days after the effective date of this permit and/or the start of a new employee with special language requirements.

**21. Updates** All reports, plans and manuals, unless otherwise specified in the permit application or special conditions, must be updated no less frequently than renewal of the permit to operate. The Permittee must submit revised plans and reports at any time that such revisions are necessary to comply



with revised 6 NYCRR Part 360 regulations and/or whenever the Permittee is notified by the Department that revisions are necessary to comply with applicable 6 NYCRR Part 360 regulations, regardless of whether or not such plans or reports have been previously approved. All updated plans, manuals, and reports must be prepared, stamped and signed by a Professional Engineer licensed to practice engineering in the State of New York.

**22. Annual Report** An annual report shall be submitted no later than March 1 of each calendar year while this permit is in effect. The annual report must be prepared in accordance with Part 360-1.4(c).

**23. Logs and Inspections** A daily log for storage and transport of household and conditionally exempt small-quantity generator hazardous waste and recyclables shall be maintained in accordance with the Engineering Report and applicable requirements of 6 NYCRR Part 360-1.14(i) and be available for Department review.

Any complaint received by the Permittee about the operation of this facility must be documented in a complaint log book, with a description of action taken to alleviate the concern and the results of the action. Documentation must be available for review at the Department's request. The log must contain the date and time of the complaint, nature of the complaint, name of person (whether Department staff, resident, employees, etc.) reporting the complaint, weather conditions at time of complaint, the action taken to alleviate the condition, and the effectiveness of the actions taken.

All inspection logs, records and monitoring records shall be maintained by the Permittee for a period of seven years from the date of recording.

#### **CHANGES in OWNERSHIP or MANAGEMENT**

**24. Transfer Process** Pursuant to 6 NYCRR Part 621, prior to a change in the owner(s) or the operator(s) of the facility, the Permittee is required to submit for approval information needed by the Department to determine the fitness of the individual or company who will assume operation or ownership of the facility. The following requirements apply:

a. If the Permittee intends to contract with an individual or company to become a new operator of the facility, the Permittee must notify the Department (Regional Materials Management Supervisor) in writing at least thirty (30) days prior to the proposed change in operator and the proposed operator must submit a completed Record of Compliance (ROC) form.

#### **CLOSURE REQUIREMENTS**

**25. Closure** Unless this permit is renewed, the permittee shall close the site prior to the expiration date of this permit or prior to the expiration of any renewals of this permit in accordance with the closure requirements in 6 NYCRR Part 360-1.14; and 360-6.6.

Within forty-five 45 days of the completion of the closure activities, the permittee shall submit to the RMMS a certification, prepared and stamped by a Professional Engineer licensed to practice engineering in New York State, that the facility has been closed in accordance with 6 NYCRR Part 360-1.14 and 360-6.6; and certifying that the need for further maintenance or corrective actions is minimized and that adverse environmental or health impacts such as, but not limited to, contravention of surface water and groundwater quality standards, gas migration, odors and vectors are prevented or remedied.



## CESSATION of CONSTRUCTION or OPERATIONS

26. **Cessation** The facility must routinely and regularly receive authorized waste during the permit period. All equipment necessary for the safe and compliant operation of the facility, and required by the approved Engineering Report and the terms of this permit, must be in place and functional at all times. If construction or operation activities allowed under this permit cease for a period of twelve (12) consecutive months, the permit automatically expires on the last day of the 12th month following cessation of activities. There is no automatic expiration when the cessation of construction or operation is caused by factors beyond the reasonable control of the Permittee, as determined by the Department, or when such cessation is in accordance with the provisions of the permit.

### GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. **Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. **Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. **Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 3 Headquarters  
21 S Putt Corners Rd  
New Paltz, NY12561

4. **Submission of Renewal Application** The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: Solid Waste Management.



**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

### **Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

### **Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

**Item E: SEQR Type II Action, Renewal** Under the State Environmental Quality Review Act (SEQR), the Department of Environmental Conservation has determined that this permit is a renewal where there will be no material change in permit conditions or the scope of permitted activities and is therefore a Type II Action and not subject to further procedures under this law.

# NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Environmental Permits, Region 3  
21 South Platt Corners Road, New Paltz, NY 12561-1620  
P: (845) 256-3054 | F: (845) 255-4659  
[www.dec.ny.gov](http://www.dec.ny.gov)

## IMPORTANT NOTICE TO ALL PERMITTEES

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator at the above address. For SPDES, Solid Waste and Hazardous Waste Permits, renewals must be made at least 180 days prior to the expiration date.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If a permit notice sign is enclosed, you must post it at the work site with appropriate weather protection, as well as a copy of the permit per General Condition 1.

If the permit is associated with a project that will entail construction of new water pollution control facilities or modifications to existing facilities, plan approval for the system design will be required from the appropriate Department's regional Division of Water or delegated local Health Department, as specified in the State Pollutant Discharge Elimination System (SPDES) permit.

If you have any questions on the extent of work authorized or your obligations under the permit, please contact the staff person indicated below or the Division of Environmental Permits at the above address.

*Joseph A Murray*

Division of Environmental Permits, Region 3  
Telephone (845) 256-~~3040~~

- Applicable only if checked. Please note all work authorized under this permit is prohibited during trout spawning season commencing October 1 and ending April 30.
- Applicable only if checked for STORMWATER SPDES INFORMATION: We have determined that your project requires coverage under the General Stormwater SPDES Permit. You must file a Notice of Intent to obtain coverage under the General Permit. This form can be downloaded at: <http://www.dec.ny.gov/chemical/43133.html>
- Applicable only if checked - MS4 Areas: This site is within an MS4 area (Municipal Separate Storm Sewer System), therefore the SWPPP must be reviewed and accepted by the municipality. The MS-4 Acceptance Form must be submitted in addition to the Notice of Intent.

Send the completed form(s) to: NYS DEC, Stormwater Permitting, Division of Water, 625 Broadway, Albany, New York 12233-3505; in addition, DEC requests that you provide one electronic copy of the approved SWPPP directly to NYS DEC, 100 Hillside Avenue - Suite 1W, White Plains, NY 10603-2860.



Department of  
Environmental  
Conservation

**PART 360 PERMIT APPLICATION**



DEPARTMENT USE ONLY	
DEC APPLICATION NO.	<input type="text"/>
ACTIVITY NUMBER(S)	<input type="text"/>

DIVISION OF MATERIALS MANAGEMENT
APPLICATION FOR A SOLID WASTE MANAGEMENT FACILITY PERMIT

Please read all instructions before completing this application

Reset Form

Please TYPE or PRINT clearly

1. APPLICATION TYPE (CHECK ALL APPLICABLE BOXES):

Initial (New) Modification Renewal (Existing permit expiration date: 11/9/2025)

2. APPLICANT IS:

Facility Owner Facility Operator

3. IS APPLICATION FILED BY OR ON BEHALF OF A MUNICIPALITY?

YES (Name of municipality: Rockland Green) NO

4. FACILITY NAME AND LOCATION (Attach USGS Topo Map showing exact location)

Name: Rockland Co Household Hazardous Waste
Address: 35 Firemens Memorial Drive
Town: Pomona County: Rockland
Coordinates: NYTM-E 580.8 NYTM-N 4558.7
Existing solid waste management facility permit number (if applicable): 3-3926-00267
Check here if facility owner, operator and/or real property owner has changed since last application was submitted.

5. FACILITY OWNER'S INFORMATION

Name: RCSWMA aka Rockland Green
Address: 172 Main Street
City/State/Zip: Nanuet / NY / 10954
Phone number: 845-753-2200
Email: gdamiani@rocklandgreen.com

6. FACILITY OPERATOR'S INFORMATION

Name: Clean Harbors Environmental Services, Inc.
Address: 761 Middle Street
City/State/Zip: Bristol / CT / 06010
Phone number: 860-583-8917
Email: orluk.elizabeth@cleanharbors.co

7. ENGINEER'S INFORMATION

Name: Andrew Millspaugh, P.E.
NYS Professional Engineer License #: 094708
Firm Name: Sterling Environmental Engineering, P.C.
Address: 24 Wade Road
City/State/Zip: Latham / NY / 12110
Phone number: 518-456-4900
Email: andrew.millspaugh@sterlingenvironmental.com

8. REAL PROPERTY OWNER'S INFORMATION

Name: RCSWMA aka Rockland Green
Address: 172 Main Street
City/State/Zip: Nanuet / NY / 10954
Phone number: 845-753-2200
Email: gdamiani@rocklandgreen.com

Check here if facility owner is not real property owner. See instruction page for written permission requirement.

9. TYPE OF FACILITY (CHECK ALL APPLICABLE BOXES)

- Combustion & Thermal Treatment (362-1)
C & D Debris Handling & Recovery (361-5)
Composting & Other Organics Processing (361-3)
Household Hazardous Waste Collection (362-4)
Land Application & Associated Storage (361-2)
Landfill (363)
Regulated Medical Waste (365)
Mulch Processing (361-4)
Municipal Solid Waste Processing (362-2)
Navigational Dredge Material Handling & Recovery (361-9)
Nonspecific Facilities (360.17)
Recyclables Handling & Recovery (361-1)
Research, Development, and Demonstration (360.18)
Transfer (362-3)
Waste Oil (374-2)
Waste Tire Handling & Recovery (361-6)
Used Cooking Oil & Yellow Grease (361-8)

**10. NAME(S) OF ALL MUNICIPALITIES IN SERVICE AREA:**

Rockland County municipalities and surrounding communities.

**11. SOLID WASTE ACCEPTED: Identify facility capacity and throughput of each waste type, as applicable**

6 tons per day of Household Hazardous Waste (HHW), Conditionally Exempt Small-Quantity Generator Waste (CESQG), and pharmaceutical material.  
No limit for scrap materials destined for recycling.

**FOR MODIFICATION APPLICATION ONLY**

**12. DOES THE MODIFICATION APPLICATION INVOLVE (CHECK ALL APPLICABLE BOXES):**

New waste type  New equipment  Waste acceptance rate increase  Facility expansion (including landfill)

**SKIP QUESTION #13 AND #14 IF APPLYING FOR RENEWAL ONLY**

**13. APPLICATION DESCRIPTION**

Include a brief description of new or modification request

[Empty box for application description]

**14. FACILITY SIZE**

a. Facility size proposed (acres) \_\_\_\_\_  
b. Total site area (acres) \_\_\_\_\_

**For modification application ONLY**

c. Associated facility size change (acres) \_\_\_\_\_

**For Landfill ONLY**

d. Facility size ultimately planned (acres) \_\_\_\_\_  
e. Existing landfill area on this site and adjacent properties (acres) \_\_\_\_\_  
f. Ultimate facility height above ground level (feet) \_\_\_\_\_

**15. IS A VARIANCE REQUESTED FROM ANY PROVISION OF 6 NYCRR PART 360 SERIES?**

Yes  No If yes, submit an application for variance and cite specific provision(s) here: \_\_\_\_\_

**16. REAL PROPERTY OWNER CERTIFICATION**

Corporation  Partnership  Sole Proprietorship  Municipality/other government entity  Other: \_\_\_\_\_

I hereby attest that I am the owner of the real property on which the facility is located or the proposed or modified facility will be located and am signing in my individual capacity.

Or if signing in a representative capacity: I hereby attest that I am the (indicate title or capacity) Executive Director, an authorized representative of the owner of the real property on which the facility is located or the proposed or modified facility will be located). I am duly authorized on behalf of said owner to sign make this certification on this application.

I grant permission for the applicant to apply for the permit, and construct and operate the facility described in the application in accordance with a final DEC permit or approval. I also grant permission for the department to access the above-described real property, including any adjacent areas, during all reasonable times (including but not limited to 7:00 am to 7:00 pm Monday through Friday, and additional facility hours of operation, and as appropriate during emergencies and similar exigent circumstances) without the property owner, applicant or other representative of the property owner or facility present. If the property is posted with "keep out" signs or fenced with an unlocked gate, department staff may still enter the property. Department staff may traverse the property, inspect the facility, take measurements, analyze site physical characteristics, take soil and vegetation samples, sketch and photograph the property, and conduct other activities necessary to evaluate the permit application or assess the facility's compliance with the permit and any other applicable statutory or regulatory requirements.

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.

Signature: Gerard M. Damiani, Jr. Digitally signed by Gerard M. Damiani, Jr. Date: 2025.05.01 11:27:11 -0400 Print Name: Gerard Damiani, Jr Date: 05/01/2025

Title or Representation if signing in a representative capacity: Executive Director

**17. APPLICANT CERTIFICATION**

Corporation  Partnership  Sole Proprietorship  Municipality/other government entity  Other: \_\_\_\_\_

I hereby attest that I am the (check one)  President/Vice President  General Partner  Sole Proprietor  Duly Authorized Municipal Representative of (APPLICANT) Rockland Green and the legally responsible party for this application as presented to NYSDEC. I affirm that the statements and information provided on this application and all attachments submitted herewith are true, accurate, and complete.

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. I accept full responsibility for all damage, direct or indirect, of whatever nature, and by whomever suffered, arising out of the project described herein and agree to indemnify and hold harmless the State from any and all causes of action in law or equity, resulting from the said project.

Signature: Gerard M. Damiani, Jr. Digitally signed by Gerard M. Damiani, Jr. Date: 2025.05.01 11:27:46 -0400 Print Name: Gerard Damiani, Jr Date: 05/01/2025

**RECORD OF COMPLIANCE**

# RECORD OF COMPLIANCE-Permit Application Supplement

Please read all instructions on reverse side before completing this application

1. FULL NAME OF APPLICANT Rockland County Solid Waste Management Authority (aka Rockland Green)		
2. MAILING ADDRESS (Principal Place of Business) Street 172 Main Street		3. NEW YORK STATE MAILING ADDRESS (If different) Street
City/State/Zip Code Nanuet / NY / 10954		City/State/Zip Code
4. TYPE OF ORGANIZATION <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Other <b>Public Authority</b>		If other than individual, provide Federal Taxpayer ID Number
5. Does the applicant currently hold any permit issued under the Environmental Conservation Law? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
6. a. Has the applicant been denied a permit or has the applicant had a permit revoked or suspended under the Environmental Conservation Law? or b. Is the applicant currently the subject of an enforcement action under the Environmental Conservation Law? a. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No      b. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
7. If any answer to questions 5, 6(a), or 6(b) is YES, provide details on a separate page and attach it to this form.		
8. Has the applicant, and if the applicant is a corporation, has any officer, director, or large stockholder (owner of 25 percent or more of not publicly-traded stock) of the corporation, within the last ten (10) years, been: a. found in an administrative, civil or criminal proceeding to have violated any provision of the Environmental Conservation Law (ECL), any related order or determination of the Commissioner, any regulation promulgated pursuant to the ECL, the condition of any permit issued thereunder, or any similar statute, regulation, order or permit condition of any other state or federal government agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No b. an officer, director or large stockholder (owner of 25% or more of not publicly-traded stock) of a corporation which-during the time such person was an officer, director or large stockholder-was determined in an administrative, civil or criminal proceeding to have violated any provision of the Environmental Conservation Law (ECL), any related order or determination of the Commissioner, any regulation promulgated pursuant to the ECL, the condition of any permit issued thereunder, or any similar statute, regulation, order or permit condition of any other state or federal government agency? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No c. convicted of a criminal offense under the laws of any state or federal government agency, which involves environmental statutes or regulations, or fraud, bribery, perjury, theft or an offense against public administration as that term is used in Article 195 of the Penal Law, or an offense involving false written statements as those terms are defined in Article 175 of the Penal Law? Out-of-state history may be limited to misdemeanors, felonies and civil penalties assessed at \$25,000 or more. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No d. an officer, director or large stockholder (owner of 25% or more of not publicly-traded stock) of a corporation which-during the time such person was an officer, director or large stockholder-was convicted of a criminal offense under the laws of any state or federal government agency, which involves environmental statutes or regulations or fraud, bribery, perjury, theft, or an offense against public administration as that term is used in Article 195 of the Penal Law, or an offense involving false written statements as those terms are defined in Article 175 of the Penal Law? Out-of-state history may be limited to misdemeanors, felonies and civil penalties assessed at \$25,000 or more. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
9. If any answer to questions 8a through 8d is YES, provide details on a separate page and attach it to this form.		
10. Does the applicant currently owe any regulatory fees pursuant to Article 72 of the Environmental Conservation Law to the Department of Environmental Conservation? <input type="checkbox"/> Yes, amount \$ <input checked="" type="checkbox"/> No Under dispute for year(s)      Amount \$		
11. CERTIFICATION (By Applicant who is an Individual) I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. 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. Date: _____ Signature: _____ Print Name: _____		
ITEMS 12 THROUGH 15 TO BE COMPLETED BY AN APPLICANT OTHER THAN AN INDIVIDUAL		
12. SPECIFY UNDER WHAT LAW APPLICANT WAS ORGANIZED NYS Chapter 43-A	13. STATE NY	14. DATE OF ORGANIZATION 9/19/2004
15. CERTIFICATION (By an Applicant Other Than an Individual) I hereby affirm under penalty of perjury that I am <b>Executive Director</b> (title) of <b>Rockland Green</b> (entity); that I am authorized by that entity to make this application; that this application was prepared by me or under my supervision and direction; and that information provided on this form and attached statements and exhibits is true to the best of my knowledge and belief. 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. Date: <u>3/31/25</u> Signature: <u>[Handwritten Signature]</u> Print Name: <b>Gerard M. Damiani, Jr.</b>		

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY POMONA,  
NEW YORK**

**APPENDIX K**

**6 NYCRR SUBPART 362-4**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES AND EVENTS**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION  
FACILITIES AND EVENTS  
362-4**

**SUBPART 362-4**

**HOUSEHOLD HAZARDOUS WASTE COLLECTION  
FACILITIES AND EVENTS**

**Section 362-4.1 Applicability**

**362-4.2 Registered HHW events**

**362-4.3 Permit application requirements**

**362-4.4 Design and operating requirements**

**362-4.5 Recordkeeping and reporting requirements**

**Section 362-4.1 Applicability.**

This Subpart applies to the collection, storage or disposal of household hazardous waste (HHW) or hazardous wastes from conditionally exempt small quantity generators (CESQGs) as defined in Part 371 of this Title, managed at HHW collection facilities or HHW collection events. This Subpart also applies to any combination of these activities and materials. The requirements contained in Part 360 of this Title also apply to this Subpart.

**Section 362-4.2 Registered HHW events.**

The following events are subject to the registration provisions of section 360.15 of this Title. For purposes of this section, the site plan required in section 360.15(c)(4) of this Title must be available on-site while the collection event takes place and does not need to be submitted with the registration submission. Each collection event must comply with the criteria outlined in this section and section 362-4.5 of this Subpart. For purposes of this Subpart, registrations are valid for no more than one year.

(a) HHW collection events.

All HHW collection events must obtain a registration pursuant to section 360.15 of this Title and must comply with section 362-

4.5 of this Subpart and the following criteria:

(1) events must be held for no more than 24 days within a calendar year and for no more than 2 consecutive days;

(2) the program sponsor must notify the regional office in the region in which the collection event will take place at least 30 days before collection is initiated;

(3) the program sponsor must complete a collection event plan, which must be available while the collection event takes place. The collection event plan must include:

(i) the procedures that will be used to ensure that all collected waste comes from households or CESQGs only;

(ii) waste determination, handling, and packaging procedures, including segregation of wastes based on their chemical and physical properties, proper packaging, labeling, manifesting, and preparation of the waste for shipment;

(iii) identification of the individuals who will be present during collection hours to implement the procedures

## HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES AND EVENTS

### 362-4.2(a)(iii)

identified in subparagraph (ii) of this paragraph and their qualifications;

(iv) a spill prevention and control plan;

(v) a collection event-specific emergency response plan;

(vi) a security plan; and

(vii) the identification of the waste transporter and the facility or facilities that will receive the waste;

(4) for HHW and CESQG waste:

(i) all waste must be removed from the collection site within three calendar days of collection, and the collection event location must be returned to its original condition at the end of the collection event;

(ii) all waste must be transported from the collection site by a transporter permitted to transport hazardous waste under Part 364 of this Title;

(iii) all wastes must be properly packaged to prevent reactions, spills or leaks and must be labeled as “Household Hazardous Waste” or “CESQG Waste”, as applicable;

(iv) the transportation of collection event waste must be accompanied by shipping documents. The identity of the program sponsor, the date(s) of collection, the intended receiving facility, the volume, the waste type, and the hazard class of the waste must be listed on the shipping document; and

(v) all HHW and CESQG waste from the collection event must either be reused or be managed as hazardous waste at a facility properly permitted or authorized to accept hazardous waste.

(b) Registrations issued pursuant to this Subpart are valid for one year from the date of issuance.

### Section 362-4.3 Permit application requirements.

A HHW collection facility, which does not qualify for a registration under section 362-4.2 of this Subpart, must obtain a permit, and must submit an application that includes the application requirements identified in section 360.16 of this Title, and a description of how the facility will comply with the operating requirements in section 360.19 of this Title and sections 362-4.4 and 362-4.5 of this Subpart, and must include the following:

(a) A description of the HHW collection facility’s operation and, if applicable, satellite collection events, including:

(1) the days and hours of operation;

(2) a projection of the volume, by waste type, expected at the facility;

(3) the location of all satellite collection events associated with the facility; and

(4) a description of the waste containment system.

(b) A site plan that provides:

**HOUSEHOLD HAZARDOUS WASTE COLLECTION  
FACILITIES AND EVENTS  
362-4.3(b)(1)**

(1) the proposed traffic flow into and exiting the facility and the location of all satellite collection events;

(2) the location of waste handling and storage areas, identifying the specific waste types to be managed in each area; and

(3) the location of all emergency and spill cleanup equipment.

(c) A waste control plan that identifies the measures used to restrict receipt of the waste from ineligible generators and unacceptable waste types, as well as actions taken if these generators or materials are identified.

(d) A security plan that identifies all entrances and exits and the means to control access to the portions of the facility where HHW is managed and the location of all satellite collection events.

(e) An emergency response plan as described in section 360.16(c)(4)(iv) of this Title that is designed to minimize the risk from spills, fires, explosions, or any unplanned release of waste or hazardous materials to the air, soil or surface water.

**Section 362-4.4 Design and operating requirements.**

A facility required to obtain a permit under this Subpart must, in addition to the requirements identified in section 360.19 of this Title, design, construct, maintain, and operate the facility in compliance with the following criteria for HHW and CESQG waste. HHW collected that does not qualify as either type of waste must be disposed as solid waste.

(a) The facility must be equipped with the following:

(1) an internal communication or alarm system;

(2) a communication device capable of summoning emergency assistance or emergency response;

(3) decontamination equipment; and

(4) fire suppression equipment.

(b) The following container criteria must be complied with:

(1) only containers of suitable structural integrity can be used to store waste;

(2) only containers constructed of compatible material can be used to store waste;

(3) all containers must be:

(i) closed during storage;

(ii) handled, opened, and stored in a manner that prevents rupture of the container and prevents leaking;

(iii) marked with words identifying its contents, and the date waste is first placed in the container; and

(iv) stored in areas that have secondary containment systems adequate to contain the quantity of all containers stored in that storage area. Leaked waste and spills must be removed immediately upon detection, and accumulated precipitation must be removed in a timely manner.

## HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITIES AND EVENTS

### 362-4.4(c)

(c) Waste storage of more than two days must occur in an enclosed structure. Waste stored in an enclosed structure at the facility must be kept on-site for a period not to exceed 180 days, provided the storage capacity of the structure and facility are not exceeded.

(d) The owner or operator must take precautions to prevent accidental ignition or reaction of ignitable or reactive waste. Incompatible waste must be stored separately. Incompatible, ignitable, and reactive wastes must be stored at least 50 feet from the property boundary.

(e) Inspections, including evaluation of leaks, container integrity, and condition of secondary containment systems, must be conducted at least weekly.

(f) Aisle space must be maintained to allow the unobstructed movement of personnel, fire protection equipment, and decontamination equipment to any area of facility operation.

(g) All HHW or CESQG wastes must be transported from the collection facility by a transporter permitted to transport hazardous waste under Part 364 of this Title. HHW collected at satellite collection events can be transported by the program sponsor to the permitted facility without need for a waste transporter permit issued under Part 364 of this Title.

(h) The transportation of HHW or CESQG waste, or both, must be accompanied by shipping documents. The identity of the program sponsor and date(s) of collection, the intended receiving facility, the volume, the waste type, and the hazard class of the waste must be listed on the shipping document.

(i) All HHW and CESQG waste must either be reused or managed as hazardous waste at a facility properly permitted or authorized to accept hazardous waste.

(j) A copy of the emergency response plan required by section 362-4.3(e) of this Subpart must be kept at the facility.

(k) Any satellite collection event held in association with a permit issued under this Subpart must meet the following criteria:

(1) the program sponsor must complete a collection event plan that must be available while the collection event takes place. The collection event plan must include:

(i) the procedures that will be used to ensure that all collected waste comes from households or CESQGs;

(ii) waste determination, handling, and packaging procedures, including segregation of wastes based on their chemical and physical properties and proper packaging, labeling, manifesting, and preparation of the waste for shipment;

(iii) identification of the individuals who will be present during collection hours to implement the procedures identified in subparagraph (ii) of this paragraph and their qualifications;

(iv) a spill prevention and control plan;

(v) a collection event-specific emergency response plan; and

(vi) a security plan;

**HOUSEHOLD HAZARDOUS WASTE COLLECTION  
FACILITIES AND EVENTS  
362-4.4(k)(2)**

(2) all wastes must be removed from the satellite collection event site within three days of collection, and the site must be returned to its original condition after the collection event is complete;

(3) all wastes must be properly packaged to prevent reactions, spills or leaks and labeled as "Household Hazardous Waste" or "CESQG Waste", as applicable;

(4) the transportation of HHW and CESQG waste from a satellite collection event must be accompanied by shipping documents. The identity of the program sponsor, the date(s) of collection, the intended receiving facility, the volume, the waste type and the hazard class of the waste must be listed on the shipping document;

(5) all HHW and CESQG waste must either be reused or be managed as hazardous waste at a facility properly permitted or authorized to accept hazardous waste.

(2) for each container into which consolidated HHW or CESQG waste is placed, a log must be kept that notes the beginning date of accumulation and the date the container became full;

(3) a log that lists each container stored at the facility or collection event, and includes waste type, hazard class, beginning and ending accumulation dates, and location; and

(4) copies of shipping documents.

(b) A facility or collection event regulated under this Subpart must submit an annual report in conformance with section 360.19(k)(3) of this Title.

**Section 362-4.5 Recordkeeping and reporting requirements.**

The following criteria apply to both registered events and permitted facilities:

(a) The facility or collection event must keep records as required by section 360.19(k) of this Title. In addition, the following records must be kept:

(1) for each container into which other containers of HHW or CESQG waste are placed, a log must be kept that notes the beginning date of accumulation and the date the container became full;

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY POMONA,  
NEW YORK**

**APPENDIX L**

**CONTINGENCY/EMERGENCY RESPONSE PLAN**

**ROCKLAND COUNTY  
HOUSEHOLD HAZARDOUS  
WASTE COLLECTION  
FACILITY**

**2025 CONTINGENCY/  
EMERGENCY RESPONSE PLAN**

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# **CONTINGENCY/EMERGENCY RESPONSE PLAN**

## **1.1 SCOPE**

This contingency/emergency response Plan, herein after called the "Plan," applies to the Rockland County Household Hazardous Waste Facility, herein after called the "Facility", located at the Fire Training Center, 35 Fireman's Memorial Drive, Pomona, New York, 10970.

## **1.2 PURPOSE**

The purpose of this Plan is to minimize hazards to human health or the environment from fire, explosion, or any sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, surface or ground water.

## **1.3 AMENDMENTS**

This Plan will be reviewed, and immediately amended, if necessary, whenever:

- The Facility permit is revised;
- The Plan fails in an emergency or during an inspection;
- The Facility changes in design, construction, operation, maintenance or other circumstances in such a way that materially increases the potential for fire, explosion or release of hazardous waste or hazardous waste constituents or changes the response necessary in an emergency;
- The list of emergency coordinators changes; or
- The list of emergency equipment changes.

## **1.4 KEYS AND DAILY INVENTORY SHEETS**

Keys will be maintained in the **KNOX BOX** located on the fence post in the front of the HHWF. A copy of the current day's inventory sheet will be maintained inside a mailbox on the gate, in 44-Control, and on the office door inside the HHW facility daily.

## **1.5 EMERGENCY RESPONSE PROCEDURES**

**Response procedure when Contractor ( ) is on-site.** In the event of an emergency, the Contractor ( ) will immediately contact 911 (44-CONTROL) via the nearest telephone, and initiate all necessary emergency response procedures.

**Response procedure when Contractor ( ) is NOT on-site.** In an event of an emergency, 911 (44-CONTROL) will be contacted immediately. In the event that the emergency is a fire and/or a vapor release, the fire department will be immediately notified by 911 (44-CONTROL). Sheriff's Communications - 44 Control will then contact the following **HHW Emergency Coordinators/Responders** in the order of priority listed below:

- Kathleen H. Smith, Health Department (RCDOH)
- Ron Ludwig, Rockland Green (RCSWMA)
- Office of Fire and Emergency Services (OFES)
- Clean Harbors Representative (CH)

All telephone numbers are listed on the next page of this Plan. A Health Department Representative should be called in the event of the unavailability of Kathleen H. Smith in the order of priority listed.

If conditions warrant (such as in the event of a fire or vapor release), Sheriff’s Communications – 44 Control will coordinate any necessary emergency notifications/response with local authorities prior to the arrival of the HHW Emergency Responder on-site.

**ROCKLAND COUNTY HHW EMERGENCY COORDINATORS/RESPONDERS**

<b>NAME</b>	<b>OFFICE PHONE</b>	<b>CELL PHONE</b>	<b>ALT PHONE</b>
Kathleen H. Smith RCDOH	845-364-2086	845-821-5359	845-615-1134
Ron Ludwig RCSWMA	845-753-2200	845-671-9399	
Guy Festa RCSWMA	845-753-2200	845-671-8682	914-572-1576
OFES	845-364-8600	NA	NA

**CLEAN HARBORS HHW EMERGENCY COORDINATORS/RESPONDERS**

<b>NAME</b>	<b>OFFICE PHONE</b>	<b>CELL PHONE</b>	<b>ALT PHONE</b>
<b>24 hr Emergency Response</b> (must identify call is for an HHW permanent facility that CH operates.)	1-800-OIL-TANK	NA	NA
Bobby Snyder	364-8962	860-200-5134	845-623-8004

**DEPARTMENT HEALTH ALTERNATIVE HHW EMERGENCY COORDINATORS/RESPONDERS**

<b>NAME</b>	<b>OFFICE PHONE</b>	<b>CELL PHONE</b>	<b>ALT PHONE</b>
Jeremy Erlich	364-3682	845-652-3379	845-290-0324

**1.6 EMERGENCY EQUIPMENT**

Materials available for use in the event of a spill or emergency.

<b><u>EQUIPMENT</u></b>	<b><u>LOCATION</u></b>
Daily Inventory Sheets	44-CONTROL
Oil Absorbent Materials	Facility and Fire Training Center
Chemical Absorbent Materials	Facility and Fire Training Center
Disposal Drums	Facility
SCBA/Spill Kit	Fire Training Center – Generator Room
PPE	Facility and Fire Training Center
Speedy Dry	Household Hazardous Waste Facility (HHWF)
Vermiculite	HHWF
Oil Absorbent Pads	HHWF

Universal Absorbent Pads	HHWF
Poly Shovels	HHWF
Metal Shovels	HHWF
Brooms	HHWF
Tyvek Coveralls	HHWF
Tyvek Aprons	HHWF
Nitrile Gloves	HHWF
PVC Gloves	HHWF
Air Purifying Respirator / Cartridges	HHWF
90 gallon poly overpack	HHWF
85 gallon steel overpack	HHWF
Polybags and poly sheeting	HHWF
Duct Tape	HHWF
Leather Gloves	HHWF

### **1.7 EVACUATION PROCEDURES**

In the event of an emergency that requires evacuation of the Facility, the following procedures will be followed:

- During operating hours, the order to evacuate the site will be given by the Contractor's Project Manager, and emergency response procedures will be implemented as listed in section 6.5.
- All operating personnel and program participants will be directed to evacuate the site to an upwind location as designated by the Contractor's Project Manager.
- Contractor personnel will be assigned to re-route incoming traffic from the site.
- Contractor will implement all appropriate emergency response procedures in cooperation with the OFES.
- During non-operating hours, a representative of the OFES will give the order to evacuate the site, and implement emergency response procedures as listed in Section 6.5.
- OFES will direct any personnel/other individuals to evacuate the site to a designated upwind location, and initiate any appropriate emergency response procedures, in cooperation with the Contractor.

### **1.8 PROCEDURES IN THE EVENT OF A FIRE**

In the event of a fire, the following procedures will be followed:

- During operating hours, the fire alarm will be manually activated. (44-Control is automatically notified once the alarm is pulled and will call out the fire department.)
- If possible, all doors to the facility will be closed and staff will evacuate in accordance with Section 6.7 of this plan.
- Emergency response procedures in accordance with Section 6.5 of this plan will be activated.

### **1.9 WATER TESTING PROCEDURE FOR DIKED AREA**

Prior to releasing any water from the diked area behind the Household Hazardous Waste Facility, the water will be visually inspected for any sheen or discoloration and a pH test will be performed to ensure that the water can be safely released into the environment.

## 1.10 **INSPECTION OF FIRE EXTINGUISHERS/FIRE SUPPRESSION SYSTEMS**

**Fire Extinguishers.** All fire extinguishers will be inspected monthly by Security for operability. These inspections are coordinated by the Security Office. Project Manager will ensure that these inspections are performed. If there is a problem, they will contact the RCDOH representative.

**Fire Suppression System.** All fire suppression systems will be inspected semiannually by the contractor hired by the Security Office. In addition, security is responsible for monthly visual inspection of these systems for operability. Project Manager will ensure that these inspections are performed. If there is a problem, they will contact the RCDOH representative.

## **APPENDIX 1 - ABANDONED WASTE PROCEDURE**

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In the event that material is improperly abandoned at the Household Hazardous Waste Facility, the discoverer will immediately notify 44-Control as shown on the gate of the Facility. 44-Control will then immediately notify Kathleen Smith, HHW Emergency Coordinator/Responder, or a Health Department Alternate in the order listed below.

<b>NAME</b>	<b>OFFICE PHONE</b>	<b>CELL PHONE</b>	<b>ALT PHONE</b>
Kathleen H. Smith	845-364-2086	845-821-5359	845-615-1134

### **Health Department Alternates:**

<b>NAME</b>	<b>OFFICE PHONE</b>	<b>CELL PHONE</b>	<b>ALT PHONE</b>
Jeremy Erlich	845-364-3682	845-652-3379	845-290-0324

The following response procedures will be implemented to deal with abandoned material:

- Wear proper protective equipment when working with hazardous material.
- Identify (if possible) the source, amount, and extent of any release using visual analysis.
- Assess the threat to human health and the environment. If a threat exists, immediately contact 911 (44-CONTROL), as per Emergency Response Procedures as listed in section 6.5.
- If no threat exists, notify a Contractor Representative as listed in section 6.5 for instructions on handling and storage of Abandoned Waste.
- Revise On-Site Inventory located on door of Facility office, mailbox on facility gate and in black book in 44-Control.

## **APPENDIX 2 - MISCELLANEOUS EMERGENCY SITUATIONS**

### **Motor Vehicle Accident**

In the event of an accident involving one or more vehicles on County owned property, the following procedures will be implemented:

- If a county owned vehicle is involved or damage to County owned property results, the standard administrative reporting requirements of the County will be utilized.
- If the accident results in personal injury, contact OFES by telephoning 911 (44-CONTROL).
- Isolate the accident scene from the Facility operation. If necessary, divert traffic away from the Facility, or suspend operations at the Facility.
- If a spill occurs as a result of the accident, ascertain the type of materials involved and advise emergency response personnel. Implement appropriate spill response measures.

### **Explosives/Radioactive Materials Received at the Facility**

Telephone screening will be utilized to direct people with explosives to notify 44-Control at 364-8600 for appropriate methods of disposal. It is possible, however, that an unscheduled or unknown load of explosives and/or radioactive material may be received at the Facility. In this event:

- 44-Control will be notified of the receipt of explosives, and the appropriate emergency response procedures will be implemented.
- Radioactive materials will not be received at the Facility. Information will be supplied to the person for safe and appropriate disposal.

### **Power Loss**

To provide a safe working and storage area, the storage units will be equipped with ventilating systems to ventilate fugitive emissions from inside the units. Interior lighting will be provided to maintain a safe work area for unloading, segregating and packaging incoming waste.

In the event of a power loss, the following procedures will be implemented:

- Divert all traffic away from the Facility. Discontinue waste handling operations until power is restored.
- Discontinue interior work until power is restored.
- Turn off power switches & breakers to prevent an electrical surge when power is restored.
- Manually open and brace vents and doors on the storage units to provide ventilation.
- When power is restored, inspect the Facility for unsafe conditions and, if satisfactory, continue the Facility operation.

### **Adverse Weather Conditions**

Personnel and participant safety will be the main concern in determining operations in adverse weather. Operations may be suspended or delayed if safety is compromised by operations continuing. The Contractor's Project Manager and Kathleen H. Smith, or her alternate, will make the decision on this matter, with the safety of all concerned as the primary objective.

### **Loss of Communications**

In the event the communication system at the Facility is terminated during operating hours, a backup system of cell phones can be used to communicate.

## **APPENDIX 3 - PROCEDURE FOR TEMPORARY STORAGE OF CRIMINAL EVIDENCE**

---

In the event that material from an environmental criminal investigation must be temporarily stored at the Household Hazardous Waste Facility and prior to placing any material inside the facility gate, the following procedure will be followed:

- Agency seeking temporary storage will contact 44-Control at 364-8600 and request that they contact the following facility representative, in the order listed, for approval to store material in HHW Facility:

<b>NAME</b>	<b>OFFICE PHONE</b>	<b>CELL PHONE</b>	<b>ALT PHONE</b>
Kathleen H. Smith	845-364-2086	845-821-5359	845-615-1134
Ron Ludwig	845-753-2200	845-671-9399	
Guy Festa	845-753-2200	845-671-8682	914-572-1576
Bobby Snyder	845-364-8962	860-200-5134	845-623-8004

**IF NONE OF THE ABOVE LISTED FACILITY REPRESENTATIVES CAN BE  
REACHED, MATERIAL MAY NOT BE STORED IN THE FACILITY.**

- Agency will then follow procedures dictated by Facility Representative for temporary storage of material in the HHW Facility.

## **APPENDIX 4 - PROCEDURE FOR TEMPORARY STORAGE OF HAZARDOUS MATERIALS FROM A HAZMAT INCIDENT**

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In the event that material from a hazardous materials incident needs temporary storage at the Household Hazardous Waste Facility (and prior to placing any material inside the facility gate), the following procedure will be followed:

- **AGENCY SEEKING TEMPORARY STORAGE WILL CONTACT 44-CONTROL AT 364-8600 AND REQUEST THAT THEY CONTACT THE FOLLOWING FACILITY REPRESENTATIVE, IN THE ORDER LISTED, FOR APPROVAL TO STORE MATERIAL IN HHW FACILITY**

<b>NAME</b>	<b>OFFICE PHONE</b>	<b>CELL PHONE</b>	<b>ALT PHONE</b>
Kathleen H. Smith	845-364-2086	845-821-5359	845-615-1134
Ron Ludwig	845-753-2200	845-671-9399	
Guy Festa	845-753-2200	845-671-8682	914-572-1576
Bobby Snyder	845-364-8962	860-200-5134	845-623-8004

**IF NONE OF THE ABOVE LISTED FACILITY REPRESENTATIVES CAN BE REACHED, MATERIAL MAY NOT BE STORED IN THE FACILITY.**

- Agency will then follow procedures dictated by Facility Representative for temporary storage of material in the HHW Facility.

# APPENDIX 5 – SAMPLE SITE PLAN-INVENTORY LOG

**Rockland County HHW Management Facility  
Site Inventory Log  
Date:**

**Legend**

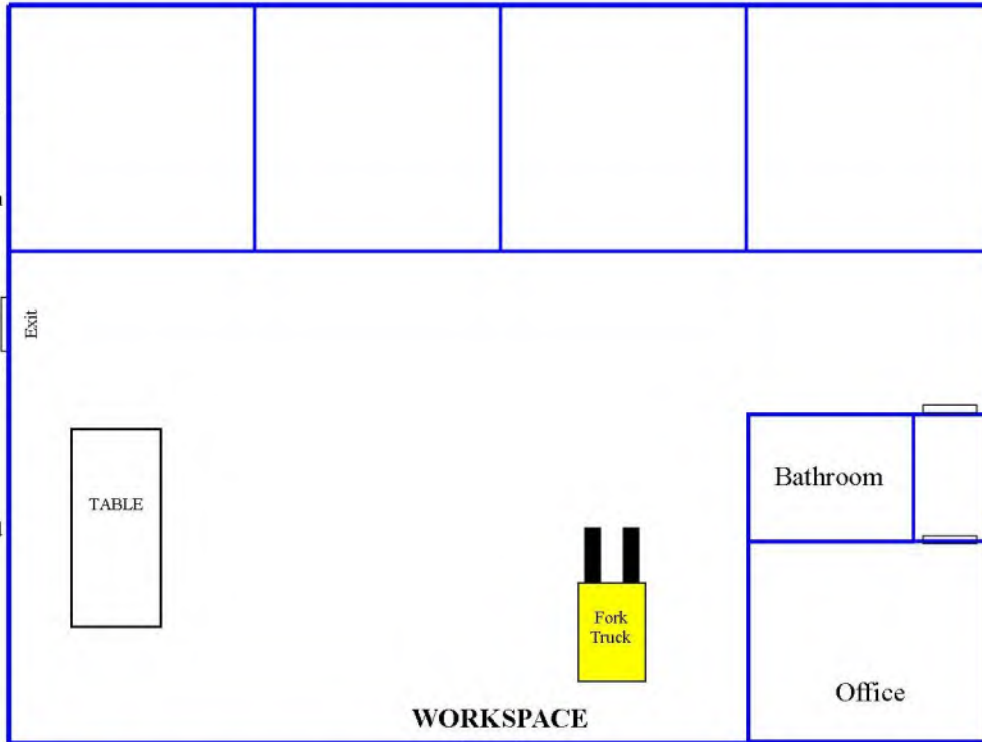
- P = Paint Wrangler
- PS = Pesticide Solid Wrangler
- Lead Acid = Lead Acid Batteries Pallet
- = 85 Overpack
- = 55 Metal Drum
- = 55 Fiber Drum
- = 30 Fiber Drum
- = 16 Fiber Drum
- = 5 Fiber Drum
- S** = Solvent
- O** = Oil
- PL** = Pesticide Liquid
- A** = Acid
- B** = Base
- Ox** = Oxidizer
- 4 = 4 Foot Bulbs
- 8 = 8 Foot Bulbs
- FTP = Fork Truck Propane Tank

**BAY 1**

**BAY 2**

**BAY 3**

**BAY 4**



- A&E = Aerosol Wrangler
- E-Waste = E-Waste
- = 5 Metal Drum
- = 30 Metal Drum
- U = U Bulb Box
- Lithium Batteries

## APPENDIX 6 – REVIEW AND DISTRIBUTION

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Revision date: 8-1-19  
Distribution (via email) to:

Kathleen H. Smith, RCDOH  
Bobby Snyder, CH  
Jerry Damiani, RCSWMA  
Peter Byrne, OFES  
Adam Feuer, Sheriff Communications  
Hillcrest Fire Department (via regular mail)  
HHW Document Binder, 44-Control

Revision date: 1-2-20  
Distribution (via email) to:

Kathleen H. Smith, RCDOH  
Bobby Snyder, CH  
Jerry Damiani, RCSWMA  
Peter Byrne, OFES  
Adam Feuer, Sheriff Communications  
Hillcrest Fire Department (via regular mail)  
HHW Document Binder, 44-Control

Revision date: 8-26-21  
Distribution (via email) to:

Kathleen H. Smith, RCDOH  
Bobby Snyder, CH  
Ron Ludwig, RCSWMA  
Peter Byrne, OFES  
Adam Feuer, Sheriff Communications  
Hillcrest Fire Department (via regular mail)  
HHW Document Binder, 44-Control

Revision date: 9-21-21  
Distribution (via email) to:

Kathleen H. Smith, RCDOH  
Bobby Snyder, CH  
Ron Ludwig, RCSWMA  
Guy Festa, RCSWMA  
Peter Byrne, OFES  
Adam Feuer, Sheriff Communications  
Hillcrest Fire Department (via regular mail)  
HHW Document Binder, 44-Control

Revision date: 1-11-22  
Distribution (via email) to:

Kathleen H. Smith, RCDOH  
Bobby Snyder, CH  
Ron Ludwig, RCSWMA  
Guy Festa, RCSWMA  
Peter Byrne, OFES  
Adam Feuer, Sheriff Communications  
Hillcrest Fire Department (via regular mail)  
HHW Document Binder, 44-Control

Revision date: 4-14-23  
Distribution (via email) to:

Kathleen H. Smith, RCDOH  
Bobby Snyder, CH  
Ron Ludwig, RCSWMA  
Guy Festa, RCSWMA  
Peter Byrne, OFES  
Adam Feuer, Sheriff Communications  
Hillcrest Fire Department (via regular mail)  
HHW Document Binder, 44-Control

Revision date: 5-13-24  
Distribution (via email) to:

Kathleen H. Smith, RCDOH  
Bobby Snyder, CH  
Ron Ludwig, RCSWMA  
Guy Festa, RCSWMA  
Peter Byrne, OFES  
Adam Feuer, Sheriff Communications  
Hillcrest Fire Department (via regular mail)  
HHW Document Binder, 44-Control

Revision date: 5-09-25  
Distribution (via email) to:

Kathleen H. Smith, RCDOH  
Bobby Snyder, CH  
Ron Ludwig, RCSWMA  
Guy Festa, RCSWMA  
Peter Byrne, OFES  
Adam Feuer, Sheriff Communications  
Hillcrest Fire Department (via regular mail)  
HHW Document Binder, 44-Control

**Rockland Green**

**Request for Proposals 2026-01**

**OPERATION AND MAINTENANCE OF THE HOUSEHOLD HAZARDOUS WASTE FACILITY POMONA,  
NEW YORK**

**APPENDIX M  
POLICIES AND PROCEDURES GOVERNING  
THE USE OF ROCKLAND COUNTY'S  
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY  
BY CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR**

# **Policies and Procedures Governing the Use of Rockland County's Household Hazardous Waste Collection Facility by Conditionally Exempt Small Quantity Generators**

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## General Overview:

Members of the governing body of the Rockland County Solid Waste Management Authority a/k/a Rockland Green have made a policy decision to expand the operation of the Household Hazardous Waste Collection Facility (HHWF) to permit the acceptance of hazardous wastes from Conditionally Exempt Small Quantity Generators (CESQGs). This decision in no way changes or diminishes the primary function of the HHWF, which is to service the needs of individual households in Rockland County.

Of particular concern to the members of the Authority is the ability to accept hazardous waste from county and municipal agencies, special districts, authorities, private and public schools and non-profit agencies. Access will only be provided to CESQGs located in Rockland County, and for only those wastes which are generated in Rockland County.

## Procedure to Use the HHWF:

1. Establish your status as a CESQG by completing a CESQG Form. Forms should be obtained from, completed and returned to:

**Jeremy Erlich  
Rockland County Health Department  
50 Sanatorium Road  
Pomona, NY 10970**

**Phone: 845-364-3682 [erlichj@co.rockland.ny.us](mailto:erlichj@co.rockland.ny.us) Fax: 845-364-2025**

2. After the completed certification form is received and approved, the Authority, or its contractor will determine a disposal fee (if applicable), and submit quote to the CESQGs authorized representative along with a copy of the approved certification.
3. After the quote for disposal is received and approved by the CESQGs authorized representative, the representative should contact Jeremy Erlich to schedule an appointment to dispose of the waste during a scheduled collection event.
4. **NO MATERIAL WILL BE ACCEPTED WITHOUT AN APPOINTMENT.**
5. All waste must be transported by the generator or their authorized representative. By law a CESQG may transport no more than 220 pounds of hazardous waste per trip. Quantities larger than this will require more than one trip or the use of a licensed hauler with a Part 364 permit.
6. Payment must be made prior to unloading by means of check or money order (NO CASH) made payable to the Contractor. Only previously agreed upon amounts of material will be accepted at time of appointment.

**ROCKLAND COUNTY SOLID WASTE MANAGEMENT AUTHORITY  
HOUSEHOLD HAZARDOUS WASTE PROGRAM**

**CONDITIONALLY EXEMPT SMALL QUANTITY GENERATOR CERTIFICATION FORM**

---

**Business Name:** \_\_\_\_\_

**Business Address:** \_\_\_\_\_

**Name and Title:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**EPA ID #:** \_\_\_\_\_ (if applicable)

**CERTIFICATION**

I hereby certify that I am a generator of hazardous waste within New York State and a business located in Rockland County, and because of the small volume of hazardous waste generated and/or stored, I qualify for Conditionally Exempt Small Quantity Generator (CESQG) status as per 6 NYCRR Part 372. I understand that in order to qualify for CESQG status that I must meet **both** of the following conditions:

1. Generate less than 1 kg/month (2.2 lb) of acutely hazardous waste (as defined by 6 NYCRR Part 371), and never store more than this amount on site at any time; and
2. Generate less than 100 kg/month (220 lb) of listed and/or characteristic hazardous waste (as defined by 6 NYCRR Part 371), and never store more than 1,000 kg/month (2,200 lb.)

I further understand that if, in the future, I exceed the quantity limitation described above, I will become subject to additional regulations as a hazardous waste generator and will no longer be eligible to participate in this type of collection program.

I certify that I have the authority to make these statements on behalf of my business or municipality.

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

**DESCRIPTION OF WASTE**

<b>Type of Waste for Disposal</b>	<b>Quantity</b>

Delivered by: \_\_\_\_\_

Date received : \_\_\_\_\_