

**Town Board Meeting  
November 1, 2022  
Tannery Pond and via Zoom (REVISED 11/9/22)**

In Attendance: Andrea Hogan – Town Supervisor                      Justin Gonyo – Councilman  
Arnold Stevens – Councilman    Gene Arsenault – Councilman (via Zoom)  
Pete Olesheski – Councilman    Jean Comstock – Town Clerk

1. Meeting called to order at 7:00PM, pledge led by Mr. Olesheski
2. Approval of Minutes from October 18, 2022

**RESOLUTION # 22 - 201**

Mr. Stevens made a Motion to approve the Minutes of the October 18, 2022 Town Board Meeting and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

3. New/Old Business

- a. Ashley Walden – overview of World University Games (Tricia Preston – lead on Community Relations); (Bethany Valenze – volunteer); brief presentation; January in North Country Region – Lake Placid, Potsdam/Canton & North Creek area; number of athletes 1600 in 12 sports; doubled since 1980 Olympics; link on the website of slide show; 86 medal events; delegation officials, techs, coaches, etc.; 105,000 forecasted attendance, based on ticket sales; 51 countries right now; 600 universities represented; there is a commemorative poster – let them know if businesses would like a framed copy of this; [tricia.preston@lakeplacid2023.com](mailto:tricia.preston@lakeplacid2023.com) to get a copy of this poster; workbook/activity book K-6, would like to get to schools in the area; encouraging businesses – adopt a delegation; 14 departments utilizing volunteers; looking for drivers/assistants, attaché (any 2<sup>nd</sup> language skills are preferred); at the Mountain – event attendants, sports volunteers; please see audio/video for more specific information; there will also be a torch relay, North Creek will be included; that was a lot of information – any questions? Ms. Nettle – how do we sign up for volunteer work? Bethanie – online at [lakeplacid2023.com](http://lakeplacid2023.com); fill out application and we'll be in touch; Supervisor Hogan – can teams sign up for the grant program? Bethanie – yes, I'll give you my contact information for this; Ashley – will be at the Ski Swap at the School; come and meet us there; thank you for including us; Supervisor Hogan – thanks for being with us tonight; Ashley – ESPN is our broadcast coverage.
- b. Eagle Scout – Mr. Gonyo – read Resolution for Cole Sears and his accomplishments in making Eagle Scout; Board signed document.
- c. National Ski Patrol request for camping at Ski Bowl – what is the purpose? Mr. Bayse – the patrol would like to do a search & rescue training, simulating a lost hiker/skier; Mr. Olesheski asked what the attendance might be like? Mr. Bayse – less than 20; on the mountain during the day and camp out overnight.

**RESOLUTION # 22 – 202**

Mr. Stevens made a Motion to approve camping at the Ski Bowl for the Search & Rescue Training and moved its passage with a Second Motion from Mr. Olesheski. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

- d. Water District – Supervisor Hogan – we’ll bring proposals at the next meeting to move the project along, \$3,000,000 grant; we’ll have numbers pulled together; money coming in is not enough at this time; 15 years since a rate increase; Mr. Olesheski asked - will Chuck & engineers be present? Supervisor Hogan – yes; no proposal to raise rates until we know what is included; any questions or concerns at this time; Mr. Gonyo asked – he’ll come with a full scope of work? Supervisor Hogan – we’ll have some information; Mr. Olesheski – we’ve talked about water meters, is this part of the conversation? Supervisor Hogan – yes; Mr. Gonyo -- \$3,000,000 won’t be enough; Supervisor Hogan – it’s closer to \$6,000,000; we won’t have hard numbers on this; Mr. Gonyo – what will the bond structure look like? Supervisor Hogan – we’ll have that information; Mr. Olesheski – we need to keep it part of the discussion.
- e. 2023 Budget vote – changed line DA1940.2 to \$25,000; are we ready to vote on budget? Mr. Gonyo - I just want to make sure the bond payments, spacing out over 5 years and what is actually in the highway department; 5-year plan reflected as a line item in the budget; Supervisor Hogan – equipment reserve is reflected what is being taken out of fund balance; Mr. Gonyo – over the next five years \$155,000 per year; Supervisor Hogan – it’s both equipment purchases and spending down the reserve; reserve fund almost depleted at the end of 2026; Mr. Arsenault – what happens when the reserve fund runs out in 2026; Supervisor Hogan – if some things are purchased and not in inventory, money would roll into the reserve; a lot of moving pieces between now and 2026; Mr. Gonyo – what about the tandem? Mr. Comstock – would like to order at least one; Mr. Gonyo – cash or bond? Supervisor Hogan – cash, but we will discuss at the end of the current bond; Mr. Gonyo – best course of action would be bond.

#### **RESOLUTION # 22 – 203**

Mr. Arsenault made a Motion to accept and approve the 2023 Budget and moved its passage with a Second Motion from Mr. Stevens; With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Hogan, Arsenault, Stevens); Nays – 0; Abstain – 1 (Olesheski)

- f. Tractor purchase – Mr. Comstock - we have an opportunity to purchase the tractor we are currently renting; current quote of \$48,000; I’ve called to find similar tractors – all are new, smaller \$147,000 to \$168,000; Supervisor Hogan – request is for \$48,000, no further monies; \$189,000 originally in budget; our Procurement Policy requires 3 quotes – it’s a used piece of equipment and can’t get comparable quotes; Mr. Comstock will attach quotes to paperwork; if you’re comfortable with it; Mr. Gonyo – asked can we get quotes/no quotes from dealer? Mr. Comstock noted that he would do that.

#### **RESOLUTION # 22 – 204**

Mr. Gonyo made a motion to approve the purchase of the tractor currently being rented by the Highway Department and moved its passage with a Second Motion by Mr. Olesheski. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

- g. Surplus Equipment – Mr. Comstock noted that the two new tandems should be here by the end of the month; Mr. Comstock indicated that there is a 1995 Tandem new after the fire – box off, flat bed, used for water truck – no use once new trucks come; I’d like to put it out to auction; old sander, parts sander, generator, never run, old military surplus generator; it’s not used; tires that don’t fit any of our equipment; Mr. Gonyo asked – cumulative value? Mr. Comstock noted – no idea what the truck would bring; using Govdeals; they’re coming Thursday to take pictures; if we could get \$10,000 for it all it would be great; Supervisor Hogan – the money will stay in the Highway fund, but asked ; what will we do for a water truck; Mr. Comstock we have another truck we can use; Supervisor Hogan noted that the Board needs to declare them to be of no use; 1995 tandem, a sander, parts sander, generator, tires – declaring these items to be surplus.

### **RESOLUTION # 22 – 205**

Mr. Stevens made a Motion to declare the equipment – 1995 tandem, a sander, a parts sander, a generator and miscellaneous tires to be surplus – moved its passage with a Second Motion from Mr. Olesheski. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0. Mr. Olesheski asked - do we generally give the Highway Superintendent to right see the bids and make the decision; with Auctions International – Board gets final decision; Mr. Comstock noted we don't have to sell if it's not a good price; Supervisor Hogan – 2020 surplus was sold and Mr. Comstock had the final say; Mr. Comstock noted that - \$49,000 in 2020. Delegating the authority to Mr. Comstock. Mr. Comstock also noted this is the same company that Warren County uses for their surplus equipment.

### **RESOLUTION # 22 – 206**

Mr. Stevens made a Motion to allow Highway Superintendent Comstock the authority to make the final decisions regarding the sale of the surplus equipment and moved its passage with a Second Motion from Mr. Olesheski. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

- h. Ski Bowl Park Survey – 2007 grant to be closed; survey from Van Dusen and Steves, execution of grant for Connector Trail; move off Front Street Property; Mr. Gonyo – will survey come out of grant money? Supervisor Hogan – no, out of fund balance - \$22,000; Mr. Arsenault – surveying the entire park, have we taken that into consideration? Ms. Nettle – it is the whole park.

### **RESOLUTION # 22 – 207**

Mr. Arsenault made a Motion to approve the survey for the Park Grant and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

- i. Safety Allotment – Supervisor Hogan – Mr. Dunkley put together a procedure for this; is the Board comfortable approving this understanding there will be some amendments to document? Mr. Stevens asked if we could run this by the Town Attorney? Supervisor Hogan noted that we absolutely can.

### **RESOLUTION # 22 – 208**

Mr. Gonyo made a Motion to approve the Safety Allotment procedure with the amendments being made and moved its passage with a Second Motion from Mr. Arsenault. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

- j. Scrap Metal Bid – Supervisor Hogan noted that each year we put this out to bid.

### **RESOLUTION # 22 – 209**

Mr. Gonyo made a Motion to put the Scrap Metal bid out and moved its passage with a Second Motion from Mr. Olesheski. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

- k. Standard Medical Contract – Supervisor Hogan noted that it's the same Contract as last year, we use this company for our drug testing.

### **RESOLUTION # 22 – 210**

Mr. Olesheski made a motion to approve the Standard Medical Contract for 2023 and moved its passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

- I. Local Law – Town Clerk explained the error on her part in filing Local Law # 3-2022 for the Breaking the Proposed Tax Cap; in order to rescind that Local Law, another Local Law needs to be approved. A Public Hearing would need to occur in order to do this. Supervisor Hogan noted we need to proceed with caution and may want the Town Attorney input. Mr. Olesheski asked why we would need Town Attorney input?–

**RESOLUTION # 22 – 211**

Mr. Gonyo made a Motion for a Public Hearing on November 15, 2022 at 7:00PM to rescind Local Law #3-2022 with Local Law #4-2022 and moved its passage with a Second Motion from Mr. Olesheski. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays – 0.

- m. Supervisor Hogan – we do receive a lot of requests for items on the Agenda; not all items will be added to Agenda and discussed; always happy to answer questions; workload at Town Hall needs to supersede requests. Mr. Olesheski noted that the ORDA Agreement – 3<sup>rd</sup> version; Article #8 specifically – 4/16/2037 – ORDA surrender property, etc. lifts, infrastructures, improvements within 1 year of contract by ORDA; the way I read it no; there would be a discussion, it would come back to us along with any abandoned property; we wanted to have an expiration date; during discussions my feeling was having a clause in there, it gave the Town and ORDA an out; we’ll come back to the table for discussion; I don’t think we need to worry too much right now; let’s continue to building our relationship with ORDA, huge investment with new lodge, year round activities – that’s what I would like to focus; a little closer to end of contract before we start to really worry; the construction of the lodge is an improvement; Mr. Mosher - \$30,000 lodge, we’re going to end up in the same boat we’re in with this Tannery Pond; Mr. Olesheski – I’d like to work with ORDA over the next 15 years; I’ve been hard on them and critical at times – they want to be a good neighbor; they have not taken anything from us; Mr. Mosher – read the contract carefully; Mr. Mosher – what are we going to do? Mr. Olesheski – I don’t know who will do what in 15 years; we can’t put a stop to it; I don’t know what it will be; Supervisor Hogan – we’re taking a 5 minute break; Ms. Sabattis – we’re leaving our children with a huge debt. Mr. Mosher – it is an open meeting.
- n. Purchase of laptops – we’re going to need three (3); Town Clerk - \$269; for the other two – slightly bigger laptop; not to exceed \$1,500.

**RESOLUTION # 22- 212**

Mr. Gonyo made a Motion to approve the purchase of three (3) laptops, not to exceed \$1,500 and moved its passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Hogan, Arsenault, Stevens); Nays - 0. Abstain – 1 (Olesheski) Supervisor Hogan noted that these will come out of ARPA funds.

- o. Solid Waste Hauling/Disposal bid will discuss at a later date.
  - p. Ski Bowl Connector Trail Parcel Lease – will be discussed at a later date.
4. Committee Reports – no discussion at this time.

5. Warrants – Supervisor Hogan asked if all had a chance to review the Warrants?

**RESOLUTION # 22 – 213**

Mr. Stevens made a Motion to approve the Warrants and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

GENERAL FUND:	\$ 63,503.54
HIGHWAY FUND:	\$ 26,720.16
LIBRARY FUND:	\$ 677.60
EMS:	\$149,878.75
WATER DISTRICT:	\$ 8,927.77
TRUST & AGENCY:	\$ 640.48
TOTAL	\$250,348.30

6. Supervisor Hogan noted that the 10/18/22 Warrants had an overpayment and needed to be amended; any questions or concerns?

**RESOLUTION # 22 – 214**

Mr. Olesheski made a Motion to approve the Amendment to the 10/18/22 Warrants due to an overpayment and moved its passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

7. Supervisor Hogan – we’re now moving to Executive Session at 8:25PM. May have a Motion to discuss after Executive Session.

**RESOLUTION # 22 – 215**

Mr. Gonyo made a Motion to adjourn the Executive Session at 9:03PM and moved its passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

**RESOLUTION # 22 – 216**

During the Executive Session there was a Motion to terminate an employee, the name will be on Public Record. Mr. Arsenault made a Motion to terminate a Town Employee and moved its passage with a Second Motion from Supervisor Hogan. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Hogan, Arsenault, Stevens); Nays – 0; Abstain – 1 (Olesheski) During the Executive Session Mr. Gonyo (Personnel Committee) noted that interviews for Park & Rec position, there were 5 applicants; 2 did not meet the minimum qualifications and 3 were interviewed; recommendation to fill that position with Mr. Olesheski.

**RESOLUTION # 22 – 217**

Mr. Gonyo made a Motion to approve the hiring of Mr. Olesheski at \$50,000/year and Supervisor Hogan the authority to negotiate with Mr. Olesheski and moved its passage with a Second Motion from Mr. Stevens. With the following Board Members present voting in favor the Resolution is carried. Ayes – 4 (Gonyo, Hogan, Arsenault, Stevens); Nays – 0; Abstain – 1 (Olesheski). Supervisor Hogan – I’m excited, it’s been over a decade since citizens have been requesting this position be created, absolutely the right candidate; not an easy decision of the 3 candidates, but Mr. Olesheski was the best candidate; congratulations I’m excited to work with you; all in favor. Mr. Olesheski - I am very happy to accept this position; there are some things we need to hash out.

8. Mr. Williams – could we ask to have a Privilege of the Floor? Supervisor Hogan - are all comfortable with that? It's not a Q&A session, please limit to 3 minutes:
  - a. Ms. Bowers – I've lived in Johnsbury for 13 years, live in North River, work in North Creek; very welcoming area; I feel physically sick by what happened tonight; cruel not even unkind; words can hurt you; I'm not saying don't ask questions, the lack of civility is disturbing to me; I don't agree with all that happens or decisions that the Board make; disagree/pushback but we need to disagree in a better manner; thank the Town Board and Supervisor Hogan for being professional and gracious in all the ugly; we can do better than this.
  - b. Mr. Williams – thanks for the privilege of the floor; 1) sewer presentation, voted for the district, voted to approve it; applaud the Board for letting them have that choice; 2) – budget passed – re: health insurance for Mr. Conley's EMTs; contribution to HH – 2% of gross profits to executives in 2020; HH is a doctor's office in North Creek - \$25,000 this year? Our paramedics and EMT's providing life saving treatment will struggle to pay their health insurance, they'll go elsewhere to get benefits; moving forward in the future, give serious thought to providing EMT's what they deserve; 3) congratulations Pete; ice skating needs to be added; Mr. Olesheski – it's on my list; Mr. Williams – I'll help anyway I can.
  - c. Mr. Olesheski – I apologize for my behavior, I do get passionate about things.

9. Motion to Adjourn

**RESOLUTION # 22 – 218**

At 9:17PM Mr. Stevens made a Motion to adjourn the Town Board Meeting and moved its passage with a Second Motion from Mr. Gonyo. With the following Board Members present voting in favor the Resolution is carried. Ayes – 5 (Olesheski, Gonyo, Hogan, Arsenault, Stevens); Nays - 0.

Prepared by:

Jean M. Comstock  
Town Clerk

THERE WILL BE A PUBLIC HEARING ON NOVEMBER 15, 2022 AT 7:00PM FOR LOCAL LAW #4-2022.  
THE REGULAR TOWN BOARD MEETING WILL IMMEDIATELY FOLLOW – AT TANNERY POND AND VIA ZOOM

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

REG YEAR PERMIT #

Division of Fish and Wildlife, Bureau of Wildlife, Region 5
232 Golf Course Road, Warrensburg, NY 12885
P: (518) 623-1200 ext.
www.dec.ny.gov

Table with 3 columns: REG (5), YEAR (2022), PERMIT # (28868)

NUISANCE BEAVER PERMIT

Pursuant to Environmental Conservation Law 11-0521

ISSUED TO:

Form containing permit holder information: Andrea Hogan, Town of Johnsborg, 219 Main St, North Creek, NY 12853. Work: (518) 251-2421. Email: supervisor@johnsburgNY.com

LOCATION OF PROBLEM:

1. County: Warren, Town: Johnsborg All town-maintained roads, town-maintained road ROWs, and town-owned properties, WMU: MULT, Watercourse: \_APA\_; All town-maintained roads, town-maintained road ROWs, and town-owned properties

NATURE OF COMPLAINT:

Form with fields for Nature of Complaint: Road, Public; Other; Impoundments

ACTIONS AUTHORIZED:

Agents certified by DEC may use cable restraints, Bury or properly dispose of carcasses., Disturb/remove beaver dam, Disturb/remove beaver lodge, Harassment of the species listed on this permit, Lethal removal (firearm), Lethal removal (trapping), Set traps within 15 feet of beaver dam, Set traps within 15 feet of beaver lodge, The use of machinery is authorized., Use machinery from existing road/hard surface only.

Form with fields: Issue Date: 11/1/2022, Expiration Date: 12/31/2022, Other Permits Issued Pursuant to General Permit GP-0-16-004: [checked] Article 15 [ ] Article 24, Issuing Agent: Tim Watson

AGREEMENT TO CONDITIONS

Failure to comply with the conditions of this permit may result in denial of future permits and may be considered a violation of New York State law. This permit may be revoked at any time.

I have read and fully understand the enclosed conditions of this permit.

Permittee Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### STANDARD CONDITIONS

1. In executing this permit you and/or your agent(s) must obey all Federal, State and local laws, regulations, and ordinances governing such actions (e.g., off-set 330 trigger, firearms discharge, trap-setting, and trap-tagging requirements) and obtain any additional permits or authorizations as required.
2. This permit does not authorize you and/or your agent(s) to trespass. This permit is valid for the location owned by the person the permit is issued to or in their right-of-way only.
3. You and/or your agent(s) must possess on your person a copy of this permit while executing this permit.
4. Agents setting traps must have a NYS Trapping License, Trapper Education Certificate, or a Nuisance Wildlife Control Operator License. Agents discharging a firearm must have a NYS Hunting License, Hunter Education Certificate or certificate of safe firearms training. Landowners are exempt from these conditions on their own land.
5. When removing a beaver dam, water levels above and below must be equalized by slow and partial breaching before the entire dam is removed.
6. All incidental captures of river otter in a closed area or outside of an open season must immediately be reported to the Regional Wildlife Office for further direction.
7. This permit does not allow for the grading, filling, excavation, or permanent alteration of any NYS-regulated wetland or protected stream unless authorized.
8. This permit may be renewed or revoked at any time by the Department.
9. You and/or your agent(s) may keep/sell beaver pelts from the start of the legal trapping season until May 15. Outside of these dates beaver must be buried or properly disposed of.

### REMARKS

1. DEC encourages the trapping of beavers during the fall/winter beaver trapping season.



Department of  
Environmental  
Conservation



## New York State Department of Environmental Conservation

Permit under the Environmental Conservation Law (ECL) Article 24 Freshwater Wetlands;  
Article 15, Title 5 Stream Disturbance; Article 15, Title 5 Excavation & Fill in Navigable Waters;  
Section 401 Clean Water Act Water Quality Certification

### GENERAL PERMIT GP-0-16-004 - Breaching/Removal of Beaver Dams no more than 2 years old

#### NYSDEC Approval

**General Permit Authorized Activity:** Breaching or removal of beaver dams no more than 2 years old. This permit is applicable to regulated freshwater wetlands, including the wetland adjacent area, and to protected and navigable waterways throughout New York State, excluding New York City, and Long Island.

This permit is only valid when issued concurrently with an ECL Article 11-0521 Nuisance Beaver Permit, which will specify authorization to breach or remove the beaver dam. This permit expires concurrently with the Nuisance Beaver Permit.

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.

General Permit Authorized by: Stuart M. Fox, Deputy Chief Permit Administrator,  
Permit Signed /s/ July 14, 2016  
NYSDEC Division of Environmental Permits, 625 Broadway, Albany, NY 12233-1750

#### PERMIT CONDITIONS

1. Water levels within the beaver impoundment shall be lowered by slow and partial breaching.
2. Disturbances to the beaver dam shall be limited to the minimum necessary to lower the impoundment. Disturbances to other portions of the protected stream or wetland are prohibited.
3. Unless the accompanying Nuisance Beaver Permit authorizes use of machinery, all work must be undertaken using hand methods only.
4. If machinery is authorized, the bed or banks of the stream must not be disturbed during dam work. Machinery shall not be allowed in the stream, or on its banks where it may cause the bank to collapse. All off-road machinery shall be tracked or have low ground pressure tires.
5. To prevent the unintentional introduction or spread of invasive species, all equipment must be cleaned of mud, seeds, vegetation and other debris before entering the work area.
6. All machine-excavated beaver dam material shall be disposed of at an upland site outside the wetland and be suitably stabilized so that it cannot re-enter any waterbody, waterway or wetland area.
7. Any fish remaining in the dewatered area shall be returned to the stream, lake or wetland.
8. The permittee is responsible for supervising this project, and shall ensure that all necessary measures are employed to prevent environmental degradation and to ensure successful mitigation.
9. All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.
10. There shall be no unreasonable interference with navigation by the work herein authorized.
11. The State of New York (State) shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.
12. If future operations by the State require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation (Department) it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State on account of any such removal or alteration.
13. If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department may require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State on account of any such removal or



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alteration.

14. The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

#### GENERAL CONDITIONS

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 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 must be available for inspection by the Department at all times at the project site. 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 request any permit renewal, modification or transfer of this permit. Any renewal, modification or transfer granted by the Department must be in writing.
4. Permit Modifications, Suspensions and Revocations by the Department. The Department reserves the right to modify, suspend or revoke this permit.

#### NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

1. 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, 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.
2. 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.
3. 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.
4. 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.



Department of  
Environmental  
Conservation

## Joann Morehouse

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**From:** supervisor johnsburgny.com  
**Sent:** Tuesday, November 1, 2022 2:40 PM  
**To:** Joann Morehouse  
**Subject:** Fw: Nuisance Wildlife Permit  
**Attachments:** PermitID\_28868\_221101\_103040.pdf

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**From:** Watson, Timothy M (DEC) <timothy.watson@dec.ny.gov>  
**Sent:** Tuesday, November 1, 2022 10:34 AM  
**To:** supervisor johnsburgny.com <supervisor@johnsburgny.com>  
**Subject:** Nuisance Wildlife Permit

Hi Andrea,

Attached is your nuisance beaver permit, valid for the remainder of the 2022 calendar year. Please note that this permit is only for town-owned properties, town-maintained roads, and town-maintained road right-of-ways, and does not allow for the trespass onto private property to alleviate nuisance beaver issues. The only exception is that, if you are given permission from the property owner, you would be allowed to remove beaver dams or dam materials to alleviate flooding issues. Even with permission from a property owner, beaver would not be allowed to be trapped under this nuisance beaver permit on private property (but would under the general regulated beaver trapping season from November 1<sup>st</sup> – April 7<sup>th</sup>).

Please let me know if you have any questions at all.

Thanks,

Tim

### Tim Watson

Wildlife Biologist, Division of Fish & Wildlife

#### New York State Department of Environmental Conservation

232 Golf Course Rd, Warrensburg, NY 12885

P: (518) 623-1242 | [timothy.watson@dec.ny.gov](mailto:timothy.watson@dec.ny.gov)

[www.dec.ny.gov](http://www.dec.ny.gov) |  |  | 



INTERMUNICIPAL AGREEMENT BETWEEN THE COUNTY OF WARREN AND THE  
TOWN OF JOHNSBURG RELATING TO SOLID WASTE AND RECYCLING DISPOSAL  
AND HAULING SERVICES (WC 50-22)

THIS INTERMUNICIPAL AGREEMENT (hereinafter referred to as the “Intermunicipal Agreement”), made by and between the County of Warren, a municipal corporation and political subdivision established under the laws of the State of New York, having its offices and place of business at the Warren County Municipal Center, 1340 State Route 9, Lake George, New York 12845 (the “County”), and

The TOWN OF JOHNSBURG, a municipal corporation and political subdivision established under the laws of the State of New York, having a mailing address of Town Hall, P.O. Box 7, North Creek, New York 12853 (the “Town”), and

WHEREAS, the County, for itself, and as lead agent for municipalities in Warren County has arranged for: 1) solid waste and recycling disposal and hauling services (WC 50-22), and

WHEREAS, the County has entered into an agreement with Waste Management of New York, LLC (hereinafter collectively referred to as “Waste Management”) to provide solid waste and recycling disposal and hauling services (hereinafter referred to as “Disposal Agreement”), attached hereto and incorporated herein, and

WHEREAS, the Disposal Agreement commences on January 1, 2023 and terminates on December 31, 2023, and

WHEREAS, the Town desires to utilize the services of Waste Management, pursuant to the terms and conditions of the Disposal Agreement, and

WHEREAS, the County and the Town desire to enter into this Intermunicipal Agreement for the purpose of memorializing the terms and conditions of their Agreement, and

NOW, THEREFORE, in consideration of the above and the covenants, conditions and terms herein the County and the Town agree as follows:

**SERVICES:**

1. The Town agrees to utilize the Disposal Contractor for the services and prices identified in Schedule “A.” Disposal and hauling of solid waste and recycling for the Disposal Contractor is governed by the Disposal Agreement attached hereto in Schedule “B.” Materials may be deposited at a Town transfer station or Town owned facility.

2. The Town shall be solely entitled to and shall directly receive from the Disposal Contractor any and all recycling rebates due and owing under the Disposal Agreement, whether such rebates are provided in the form of a reimbursement or a credit for the amounts due thereunder.

3. The Town makes no guarantee as to the minimum or maximum amount of the Town’s

solid waste or recyclables, which will require disposal and hauling under the Disposal Agreement.

4. Notwithstanding the foregoing, the Town shall not be responsible for any terms and conditions of the Disposal Agreement which relate to the disposal and hauling of solid waste or recyclables that are not within the Town's control, or otherwise identified in Schedule "A."

#### **PAYMENT FOR SERVICES:**

1. The County shall incur no obligation or responsibility for payment for any services provided to the Town by the Disposal Contractor under the Disposal Agreement.

2. The Town shall be directly responsible to the Disposal Contractor for payment of services rendered by such contractor to the Town under the Disposal Agreement.

3. If the Town fails to pay the Disposal Contractor for the services used by the Town and if the County pays the Disposal Contractor for the services used by the Town, then the Town shall reimburse the County for those charges and any collection costs, attorney's fees, and court costs associated with the County seeking reimbursement from the Town.

#### **TERM:**

1. The term of this Intermunicipal Agreement shall run concurrently with the respective terms of the Disposal Agreement. Therefore, this Intermunicipal Agreement shall commence January 1, 2023 and shall terminate December 31, 2023. Pursuant to the express provisions of the Disposal Agreement.

2. In the event the Disposal Agreement is terminated under the terms of the Disposal Agreement prior to the termination date of the Disposal Agreement, the County will provide no less than thirty (30) days prior written notice to the Town of the termination of a particular Disposal Agreement. In such event neither the Town nor the County shall have any obligation hereunder with respect to a Disposal Agreement once terminated.

#### **GENERAL TERMS:**

1. In the event of a failure of the Disposal Contractor to meet their respective obligations under the Disposal Agreement, it shall remain the responsibility of the Town for appropriate disposal and hauling of any solid waste and recyclables under its control.

2. The Town shall defend, hold harmless, and indemnify the County against all actions, claims, demands, liabilities, and/or damages including liabilities and damages for pollution caused by hazardous and non-hazardous solid waste and recyclables which may in any manner be imposed on or incurred by the County as a consequence or arising out of any act, default, or omission on the part of the Town, its officials, employees, agents, servants, and/or assigns in connection with the disposal and hauling and disposition of solid waste and recyclables under the Disposal Agreement.

3. The County shall defend, hold harmless, and indemnify the Town against all actions, claims, demands, liabilities, and/or damages including liabilities and damages for pollution caused

by hazardous and non-hazardous solid waste and recyclables which may in any manner be imposed on or incurred by the Town as a consequence or arising out of any act, default, or omission on the part of the County, its officials, employees, agents, servants, and/or assigns in connection with the Disposal Agreement.

4. Any type of discrimination and harassment is against Warren County policy and is unlawful. The Town acknowledges and agrees that they have read the entirety of the Warren County Policy Against Discrimination and Harassment. The Policy applies to all personnel in a contractual or other business relationship with the County. This Intermunicipal Agreement incorporates the entire Policy as a material term of this Intermunicipal Agreement. The Town shall follow the Policy in its entirety. If a complaint does arise, the Town is to notify Warren County promptly. To the fullest extent permitted by law, the Town shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defend, resulting from the Town and/or agent's breach of this Policy.

5. The Town shall carry General Liability coverage in the amounts of at least \$1,000,000 per occurrence and \$2,000,000 aggregate and Automobile Liability of at least \$1,000,000 with respect to the Town and any of its employees or agents. The Town shall name the County, its Board, officers and employees as an additional insured on a primary, non-contributory basis to the Provider's General Liability policy. The Town is also required to carry Workers' Compensation and Disability Insurance. All coverage must be issued by an insurance company authorized to do business in New York State and maintaining an A.M. Best rating of A- or better.

6. The Town shall name the County as an additional insured under any policies of insurance that the Town may have in effect which provide for coverage of the liability assumed hereunder. The Town shall provide evidence of such insurance to the County Attorney's office. The failure of the Town to provide such Certificate of Insurance shall not be deemed a waiver by the County of the Town's obligation to provide same insurance coverage. In addition and in the event of any defect in any Certificate of Insurance, regardless of when such defect may be discovered, the acceptance by the County of any such Certificate of Insurance shall not be deemed a satisfaction of the requirement that the Town provide insurance coverage as noted anywhere in this Intermunicipal Agreement.

7. This Intermunicipal Agreement may not be assigned, in whole or in part, by the Town without prior approval by the County in writing and signed by a duly authorized representative of the County. Consent shall not limit the County's right to enforce this provision on assigned parties.

8. In the event that it is necessary for either party to transmit to either party written notice or communications that are anticipated in accordance with the terms and provisions of this Intermunicipal Agreement, the same shall be considered delivered upon personal delivery and/or the same by ordinary mail to the following persons and/or addresses:

Warren County Department of Public Works  
ATTN: Kevin Hajos  
1340 State Route 9  
Lake George, NY 12845

Town of Johnsburg  
Town Hall  
P.O. Box 7  
North Creek, New York 12853

Delivery by mail shall be considered accomplished or complete when the notice or communication is appropriately enclosed in an envelope or similar wrapping with postage attached and deposited in a receptacle maintained or owned by the United States Postal Service for the deposit or acceptance of mail.

9. The captions in this Intermunicipal Agreement shall be for reference purposes only and shall not be deemed to interpret or characterize the Intermunicipal Agreement in any manner.

10. In the event that any provision of this Intermunicipal Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Intermunicipal Agreement, to the extent the Courts have determined practical shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not contained a part thereof.

11. This Intermunicipal Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supercedes all prior Intermunicipal Agreements and understandings, if any. This Intermunicipal Agreement cannot be changed or modified except by mutual written agreement.

12. Any dispute under this Intermunicipal Agreement or related to this Intermunicipal Agreement shall be decided in accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State Court located within the County of Warren.

13. In the event that any schedule or attachment to this Intermunicipal Agreement shall conflict with the various numbered clauses or provisions of this Intermunicipal Agreement, such clauses or provisions shall be controlling, as to the intended agreement of the parties.

14. The Town agrees to retain all records related to this Intermunicipal Agreement for a period of six (6) years and agrees to allow the County, through the appropriate County officials, and those legally allowed, to review and or audit such records. In the event that a review or audit is requested, the records shall be made available at the Town offices or, at the request of the County, at the Warren County Municipal Center with the understanding that copies of such records may be made by the designated County officials. Records shall be made available upon ten (10) days written notice or within ten (10) days of the delivering of written notice by the County.

15. This Intermunicipal Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for the purposes of this Intermunicipal Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS THEREOF, this Intermunicipal Agreement has been executed by the duly authorized officer of the respective parties.

Approved as to Form:

*Neil Toubin*  
Assistant County Attorney

Date: *Oct 27, 2022*

COUNTY OF WARREN

By: *K. B. Geraghty*  
KEVIN B. GERAGHTY, CHAIRMAN  
Board of Supervisors

Date: *10/28/22*

TOWN OF JOHNSBURG

By: \_\_\_\_\_  
ANDREA HOGAN, SUPERVISOR

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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/09/2022

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

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

<b>PRODUCER</b> Carpenter & Associates Insuring Agency, LLC 6250 Slate Route 9 PO Box 186 Chestertown NY 12817		<b>CONTACT NAME:</b> Kelly Hamblin <b>PHONE (A/C, No, Ext):</b> (518)494-8691 <b>FAX (A/C, No):</b> (518)494-8613 <b>E-MAIL:</b> kelly@carpenterinsuring.com <b>ADDRESS:</b>	
<b>INSURED</b> Town Of Johnsburg 219 Main Street North Creek NY 12853		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: New York Municipal Insurance Reciprocal INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			MPLTJOHN001	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MCATJOHN001	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			MECTJOHN001	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 6,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				PER STATUTE <input type="checkbox"/> OTH. I. ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Protective Liability (OCP)			MOCTJOHN001	1/1/2022	1/1/2023	Per Occurrence \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Warren County, its Board, officers and employees are named as additional insured on a primary, non-contributory basis with regards to General Liability

### CERTIFICATE HOLDER

### CANCELLATION

Warren County 1340 State Route 9 Lake George NY 12845	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
---	---

Fax: (518)761-6377  
 ACORD 25 (2016/03)

Email: turcolteA@warrencountyny.gov

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**WARREN COUNTY SELF-INSURANCE DEPARTMENT**  
1340 State Route 9 \* Lake George NY 12845 \* Phone 518-761-6528 \* Fax 518-761-6249  
email: warrencountyinsurance@warrencountyny.gov

---

TO: Warren County Attorney  
FROM: Amy Clute  
DATE: August 10, 2021

Please be advised that the participants in the Self-Insurance program for 2022 are:

The Towns of Bolton, Chester, Hague, Horicon, Johnsburg, Lake George, Lake Luzerne, Stony Creek, Thurman, and Warrensburg, The Village of Lake George, City of Glens Falls, Crandall Public Library, SUNY Adirondack and the County of Warren.

Coverage provided is statutory NYS Workers' Compensation benefits. If you have any further questions, please feel free to contact our office.

Thank you.

# Warren County Board of Supervisors

RESOLUTION NO. 472 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS CONOVER, HOGAN, DICKINSON, THOMAS, BRUNO, MERLINO AND STROUGH

AWARDING BID AND AUTHORIZING AGREEMENT WITH WASTE MANAGEMENT OF NEW YORK, LLC TO PROVIDE DISPOSAL AND HAULING SERVICES FOR MUNICIPAL SOLID WASTE & RECYCLABLES (WC 50-22)

WHEREAS, the Purchasing Agent has advertised for sealed bids for Disposal and Hauling Services for Municipal Solid Waste & Recyclables (WC 50-22), and

WHEREAS, the bids were opened on August 18, 2022 and the Superintendent of Public Works has recommended that the bid be awarded to Waste Management of New York, LLC, located at 100 Ransier Drive, West Seneca, New York 14224, now, therefore, be it

RESOLVED, that the Warren County Purchasing Agent be, and hereby is, authorized and directed to notify Waste Management of New York, LLC, located at 100 Ransier Drive, West Seneca, New York 14224, of the acceptance of their bid, and be it further

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an agreement with Waste Management of New York, LLC to provide Disposal and Hauling Services for Municipal Solid Waste & Recyclables, except for the Town of Hague, in a form approved by the County Attorney, pursuant to the terms and provisions of the specifications (WC 50-22), for a term commencing January 1, 2023 and terminating December 31, 2023, at the prices defined in the attached Schedule "A," as well as to execute any intermunicipal agreements relating to same, and be it further

RESOLVED, that the funding shall be expended from the appropriate departmental Budget Code.

WARREN COUNTY BID TABULATION SHEET

BID NO: WC 50-22

ITEM(S): DISPOSAL AND HAULING SERVICES FOR MUNICIPAL SOLID WASTE & RECYCLABLES

DATE: AUGUST 18, 2022

TIME: 3:00 PM.

NAME & ADDRESS OF BIDDER

Casella Waste Management, Inc.  
Attn: Dillon Flynn  
1392 Route 9  
Fort Edward, NY 12828  
Ph: 518-415-7421  
FX: N/A

NAME & ADDRESS OF BIDDER

County Waste & Recycling dba  
ACE Carting  
Attn: Mike Doyle  
1927 Route 9 PO Box 431  
Clifton Park, NY 12065  
Ph: 518-877-2308  
FX: 518-877-7337

NAME & ADDRESS OF BIDDER

Waste Management of New York, LLC  
Attn: Patrick Martino  
100 Ransier Drive  
West Seneca, NY 14224  
Ph: 716-239-0297  
FX: 866-746-8704

BID AWARDED TO:

RESOLUTION NO. Xx of 2022

JULIE A. BUTLER, PURCHASING AGENT

TERM: JANUARY 1, 2023 THROUGH DECEMBER 31, 2023

DESCRIPTION OF ITEM

DESCRIPTION OF ITEM	PRICE	PRICE	PRICE
Price/Ton for Disposal of Processible Waste:	\$88.00/ton	\$82.50/ton	\$60.00/ton
Price/Ton for Disposal of C&D:	\$88.00/ton	\$82.50/ton	\$67.00/ton
Price/Each for Disposal of Tires - Auto	\$50.00/each	\$15.00/each	\$17.00/each
Price/Each for Disposal of Tires - Truck	Do Not Accept	\$20.00/each	\$22.00/each
Price/Ton for Disposal of Tires:	\$250.00/ton	\$345.00/ton	No Bid
Recyclables:	Newspaper \$140.00/ton	Newspaper \$95.00/ton	Newspaper \$75 Charge
	Magazines \$140.00/ton	Magazines \$95.00/ton	Magazines \$75 Charge
	Corrugated Cardboard \$140.00/ton	Cardboard \$95.00/ton	Cardboard \$0 Charge
	Glass \$140.00/ton	Glass \$95.00/ton	Glass \$0 Charge (Flat)
	Plastics \$140.00/ton	Plastics \$95.00/ton	Plastics \$180 Charge (Flat)

**WARREN COUNTY BID TABULATION SHEET**

BID NO: WC 50-22 ITEM(S): DISPOSAL AND HAULING SERVICES FOR MUNICIPAL SOLID WASTE & RECYCLABLES DATE: AUGUST 18, 2022 TIME: 3:00 PM.	NAME & ADDRESS OF BIDDER Casella Waste Management, Inc. Attn: Dillon Flynn 1392 Route 9 Fort Edward, NY 12828 Ph: 518-415-7421 Fx: N/A	NAME & ADDRESS OF BIDDER County Waste & Recycling dba ACE Carting Attn: Mike Doyle 1927 Route 9 PO Box 431 Clifton Park, NY 12065 Ph: 518-877-2308 Fx: 518-877-7337	NAME & ADDRESS OF BIDDER Waste Management of New York, LLC Attn: Patrick Martino 100 Rauster Drive West Seneca, NY 14224 Ph: 716-239-0297 Fx: 866-746-8704
DESCRIPTION OF ITEM	PRICE	PRICE	PRICE
Price/Haul for the Following Sites:			
Town of Bolton	Hiram Hollow	Ace Carting	Green Ridge RDF
Town of Chester	\$473.42	No Bid	\$351.00
Town of Hague	\$493.35	No Bid	\$386.10
Town of Horicon	\$632.88	No Bid	No Bid
Town of Johnsburg	\$488.37	No Bid	\$374.40
Town of Lake Luzerne	\$568.10	No Bid	\$421.20
Town of Queensbury - Ridge Rd.	\$403.65	No Bid	\$315.90
Town of Queensbury - Luzerne Rd.	\$361.29	No Bid	\$257.40
Town of Stony Creek	\$276.58	No Bid	\$210.60
Town of Thurman	\$468.43	No Bid	\$421.20
Town of Warrensburg	\$503.32	No Bid	\$421.20
	\$436.04	No Bid	\$280.80
			\$175.50
			\$187.20
			\$128.70
			\$351.00
			\$304.20
			\$175.50
			\$187.20
			\$140.40
			\$234.00
			\$280.80
			\$198.90
			\$70.20

WARREN COUNTY BID TABULATION SHEET

BID NO: WC 50-22	NAME & ADDRESS OF BIDDER	NAME & ADDRESS OF BIDDER	NAME & ADDRESS OF BIDDER
<p>ITEM(S): DISPOSAL AND HAULING SERVICES FOR MUNICIPAL SOLID WASTE &amp; RECYCLABLES</p> <p>DATE: AUGUST 18, 2022</p> <p>TIME: 3:00 PM.</p> <p>Comments</p>	<p>Casella Waste Management, Inc.                      Attn: Dillon Flynn                      1392 Route 9                      Fort Edward, NY 12828                      Ph: 518-415-7421                      Fx: N/a</p>	<p>County Waste &amp; Recycling dba                      ACE Carting                      Attn: Mike Doyle                      1927 Route 9 PO Box 431                      Clifton Park, NY 12065                      Ph: 518-877-2308                      Fx: 518-877-7337</p>	<p>Waste Management of New York, LLC                      Attn: Patrick Martino                      100 Ransier Drive                      West Seneca, NY 14224                      Ph: 716-239-0297                      Fx: 866-746-8704</p>
			<p>Any Saturday hauls will be billed at the rate of two hauls. This is due to lack of consistent disposal locations on Saturdays and the resulting need to move containers twice.</p>
			<p>Newspaper Calculation: PPI Mixed Paper (54) Buffalo High, minus \$120. Currently \$45 - \$120 = \$75</p>
			<p>Magazine Calculation: PPI Mixed Paper (54) Buffalo High, minus \$120. Currently \$45 - \$120 = \$75</p>
			<p>Cardboard Calculation: PPI OCC (11) Buffalo High, minus \$120. Currently \$120 - \$120 = \$0</p>

# SCHEDULE "A"

SPECIFICATION: WC 50-22

ITEM: SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING SERVICES

DATE: AUGUST 18, 2022

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING

BID REQUEST/SPECIFICATIONS

PROPOSAL OF: Waste Management of New York, LLC  
Company Name

TO: Julie A. Butler, Purchasing Agent  
Warren County Human Services Building  
3<sup>rd</sup> Floor  
1340 State Route 9  
Lake George, NY 12845

The undersigned having carefully examined the bid specifications covering the service of solid waste and/or recyclable disposal, will provide all necessary facilities, machinery, tools, apparatus, labor and other means of service and do all the work and provide said services. All pricing shall be fixed through December 31, 2023.

- 1. PRICE PER TON FOR DISPOSAL OF PROCESSIBLE WASTE : \$60.00 /TON
- 2. PRICE PER TON FOR DISPOSAL OF C&D WASTE : \$67.00 /TON
- 3. PRICE PER EACH FOR DISPOSAL OF TIRES: \$17.00 /EACH AUTO  
\$22.00 /EACH TRUCK
- 4. If Bidder does not bid per each tire, please provide a price per ton: \_\_\_\_\_ /TON

5. PRICE/PAYMENT FOR RECYCLABLES:

Please attach schedule of fees or rebates for the specific categories of recyclables set forth in Section 2C of these specifications. If acceptance of any category is at no cost, please identify such by using a "0".

6. Price per Haul for the following sites:

Town of Bolton	\$ _____ /trip
Town of Chester	\$ _____ /trip
Town of Hague	\$ _____ /trip
Town of Horicon	\$ _____ /trip
Town of Johnsbury	\$ _____ /trip
Town of Lake Luzerne	\$ _____ /trip
Town of Queensbury - Ridge Rd.	\$ _____ /trip
Town of Queensbury - Luzerne Rd.	\$ _____ /trip
Town of Stony Creek	\$ _____ /trip
Town of Thurman	\$ _____ /trip
Town of Warrensburg	\$ _____ /trip

PLEASE SEE  
ATTACHED  
SCHEDULE  
PER DISPOSAL/  
PROCESSING SITE



Waste Management of New York, LLC

Price Per Haul for the following sites:

	Green Ridge RDF	Perkins	Hiram Hollow	Toney Pit	
Town of Bolton	\$351.00	\$257.40	\$280.80	\$152.10	/Trip
Town of Chester	\$386.10	\$280.80	\$315.90	\$175.50	/Trip
Town of Hague	NO BID	NO BID	NO BID	NO BID	/Trip
Town of Horicon	\$374.40	\$280.80	\$304.20	\$163.80	/Trip
Town of Johnsbury	\$421.20	\$304.20	\$351.00	\$234.00	/Trip
Town of Lake Luzerne	\$315.90	\$187.20	\$234.00	\$175.50	/Trip
Town of Queensbury-Ridge Rd.	\$257.40	\$187.20	\$187.20	\$175.50	/Trip
Town of Queensbury-Luzerne Rd.	\$210.60	\$140.40	\$128.70	\$140.40	/Trip
Town of Stony Creek	\$421.20	\$292.50	\$351.00	\$234.00	/Trip
Town of Thurman	\$421.20	\$304.20	\$351.00	\$280.80	/Trip
Town of Warrensburg	\$280.80	\$175.50	\$198.90	\$70.20	/Trip

\*Any Saturday Hauls will be billed at the rate of two hauls. This is due to lack of consistent disposal locations on Saturdays and the resulting need to move containers twice.

Price/Payment for Recyclables:

Newspaper per ton	PPI Mixed Paper (54) Buffalo High, minus \$120. Currently \$45-\$120=\$75 charge
Magazines per ton	PPI Mixed Paper (54) Buffalo High, minus \$120. Currently \$45-\$120=\$75 charge
Cardboard per ton	PPI OCC (11) Buffalo High, minus \$120. Currently \$120-\$120=\$0 charge
Glass per ton	\$0 Charge (Flat)
Plastics per ton	\$180 Charge (Flat)

SPECIFICATION: WC 50-22

ITEM: SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING SERVICES

DATE: AUGUST 18, 2022

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING

BID REQUEST/SPECIFICATIONS

BIDDER'S FACILITIES ACCEPTING WASTE/RECYCLABLES:

<u>Name of Facility &amp; Address</u>	<u>Type(s) of Waste/Recyclables Accepted</u>
WM Green Ridge RDF 24 Peters Road, Gansevoort, NY 12831	Processible Waste, Non-Processible Waste
Perkins Recycling Corp 17 River Street, Queensbury, NY 12804	C&D Waste
Hiram Hollow Transfer & Recycling Station 100 Washburn Road, Gansevoort, NY 12831	Cardboard, Magazines, Paper
Toney Pit Warrensburg, NY	Plastics
	Glass

DATE: 8/18/2022

FEDERAL ID #: 36-3700143

NAME OF FIRM: Waste Management of New York, LLC

BUSINESS ADDRESS: 100 Ransier Drive, West Seneca, NY 14224

SIGNATURE OF BIDDER: 

NAME OF BIDDER (PRINTED): Patrick Martino

TITLE: Public Sector Sector Representative

TELEPHONE NO.: 716-239-0297

FAX NO.: 866-746-8704

E-MAIL ADDRESS: pmarti18@wm.com

COMMENTS:

SPECIFICATION: WC 50-22

ITEM: SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING SERVICE

DATE: AUGUST 18, 2022

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING

BID REQUEST/SPECIFICATIONS

BIDDER'S FACILITIES ACCEPTING WASTE/RECYCLABLES:

<u>Name of Facility &amp; Address</u>	<u>Type(s) of Waste/Recyclables Accepted</u>
WM Green Ridge RDF 24 Peters Road, Gansevoort, NY 12831	Processible Waste, Non-Processible Waste
Perkins Recycling Corp 17 River Street, Queensbury, NY 12804	C&D Waste
Hiram Hollow Transfer & Recycling Station 100 Washburn Road, Gansevoort, NY 12831	Cardboard, Magazines, Paper
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DATE: 8/18/2022 FEDERAL ID #: 36-3700143

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TELEPHONE NO.: 716-239-0297 FAX NO.: 866-746-8704

E-MAIL ADDRESS: pmarti18@wm.com

COMMENTS:

SPECIFICATION: WC 50-22

ITEM: SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING SERVICES

DATE: AUGUST 18, 2022

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING

BID REQUEST/SPECIFICATIONS

ATTACHMENT 'A'

RECYCLABLES					
Municipality	Newspaper	Magazines	Cardboard	Glass	Plastics
Bolton	14.98	10.99	44.91	105	19.91
Chester	25.38		12.4	70	16.29
Hague	12.46 tons of single stream recyclables		11.55		
Horicon	19.33		19.9	66	6.89
Johnsburg	37.89		39.24	9	11.27
Lake George	49.22		92.69	75	8.41
Lake Luzerne*		40.3	49.54		25.29
Queensbury - Ridge Rd.**	29.72	51.79	39.54	30	21.16
Queensbury - Luzerne Rd.**	45.67	38.93	50.57	30	53.8
Stony Creek	16.25		6.16	11.4	8
Thurman*		1.5	12.04		
Warrensburg	9.89	11.75	48.32	18	20.7

\*Used estimates from previous bid as no current data is available

\*\*Used estimates from previous bid as new data did not provide breakdown by site. Total 2018 tonnage was very close to previous bid's estimates.

Tires are not listed as there is no current data on disposal.

All numbers above represent total annual tonnage.

SPECIFICATION: WC 50-22

DATE: AUGUST 18, 2022

ITEM: SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING SERVICES

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING

BID REQUEST/SPECIFICATIONS

ATTACHMENT "B"

## VOLUME-TO-WEIGHT CONVERSION FACTORS

### Materials:

PAPER:	Volume *	Weight in Pounds *
Mixed Paper Grades/Junk Mail, loose (Magazines)	One cubic yard	875
Corrugated Cardboard (OCC), baled	One cubic yard	1,100
Corrugated Cardboard (OCC), baled	30" x 60" x 48"	900
Corrugated Cardboard (OCC), compacted	One cubic yard	500
Corrugated Cardboard (OCC), flattened, loose	40 cubic yard roll-off	2000
Newsprint (ONP), loose	One cubic yard	600
Newsprint (ONP), compacted	One cubic yard	860
Newsprint (ONP)	12" stack	35
Office paper	40" x 48" x 40"	630
Office paper	One cubic yard	400
Phone Books	12" stack	25

### CONTAINERS:

Mixed PET, dairy, whole loose	One cubic yard	30 (Average)
Mixed PET, dairy & other rigid, whole, loose	One cubic yard	40 (Average)
PET (soda bottles), whole, loose	One cubic yard	35
PET (soda bottles), whole, loose	Gaylord	45
PET (soda bottles), whole, baled	30" x 48" x 60"	600
HDPE (dairy only), baled	30" x 48" x 60"	650
HDPE (mixed), baled	30" x 48" x 60"	750
HDPE (whole) uncompacted	One cubic yard	24
HDPE (whole) compacted	One cubic yard	270
Aluminum Containers, whole	One cubic yard	62
Aluminum Containers, flattened	One cubic yard	250
Steel Cans, whole	One cubic yard	150
Steel Cans, flattened	One cubic yard	850
Glass Whole Containers	One cubic yard	1,000
Glass Whole Container	Full grocery bag	15

### OTHER MATERIALS

Scrap Metal	One cubic yard	225
Scrap Metal--Used Major Appliances (average of all types and brands)	One appliance	150
Pallets	One, average size	35
Pallets	Five cubic yards	2000
Electronic Scrap	CRT (Computer Monitor)	50
Electronic Scrap	TV	90
Plastic Film, baled	30" x 42" x 48"	1,100
Plastic Film, baled	semi-trailer load	44,000
Other Plastics:		
Mixed rigid, no film, granulated	Gaylord	750
Mixed rigid and densified by mixed plastic mold technology	One cubic foot	average 60
PS, granulated or peanuts	One cubic yard	9
Household Hazardous Waste	One gallon	10
Lacquer Paint	One gallon	10.9
Mixed Textiles, loose	One cubic yard	240
Mixed Textiles, baled	One cubic yard	480
Mixed Textiles, baled	31" x 45" x 60"	885
Carpet Padding	One cubic yard	62

\* Formula for converting cubic yards to tons:

# of cubic yards x weight in pounds ÷ 2000 pounds = tons

# SCHEDULE "B"

THIS AGREEMENT (hereinafter referred to as the "Agreement"), made by and between the COUNTY OF WARREN, a municipal corporation and political subdivision established under the Laws of the State of New York, having its principal offices and place of business located at the Warren County Municipal Center with a mailing address of 1340 State Route 9, Lake George, New York 12845, (the "County"), and

WASTE MANAGEMENT OF NEW YORK, LLC, a foreign limited liability company, having its principal offices and place of business located at 100 Ransier Drive, West Seneca, New York 14224, (the "Contractor"). The County and the Contractor are referred to herein individually as a "Party" and collectively as the "Parties."

## SECTION I.

### DOCUMENTS:

1.1 Each of the following documents are now in existence and shall be deemed part of this Agreement and are incorporated as provisions of this Agreement by reference as if each was fully set forth herein: this Agreement; Request for Bids (WC 50-22); Notice to Bidders; General Instructions; Specifications; Proposal; Non-Collusive Certification; the Contractor's Corporate Resolution authorizing the bid; Certificate(s) of Insurance; Warren County Bid Tabulation Sheet; County Board of Supervisors authorizing Resolution. These documents constitute the entire agreement and understanding between the County and the Contractor and are attached to this Agreement. The aforesaid documents are collectively referred to herein as the documents.

1.2 In the event that conflicts are found to exist among the documents, documents bearing the lowest chronological number assigned below shall be determinative, controlling and superseding all the other documents and provisions contained therein as follows:

- 1) This Agreement which is in writing and signed by both Parties;
- 2) Request for Bids;
- 3) Notice to Bidders;
- 4) General Instructions;
- 5) Specifications;
- 6) Addenda (if any);
- 7) Proposal;
- 8) County Board of Supervisors authorizing Resolution;
- 9) Non-Collusive Certification;
- 10) Contractor's Corporate Resolution;
- 11) Certificate(s) of Insurance.



## SECTION II.

### CONTRACTOR SCOPE OF SERVICES:

2.1 The scope of services and/or responsibilities and obligations of the Contractor shall be as set forth in the bid documents and Proposal except as specifically modified by this Agreement.

2.2 In addition to the above obligations and/or modifications, the following terms are agreed to and are intended to supplement the provisions of the bid documents (or if in conflict supersede the same):

- 1) The Contractor covenants with the County to furnish its best efforts and to cooperate with County Officials and/or designated employees in furthering the interests of the County. It agrees to furnish efficient business administration and superintendence and to use its best efforts to perform and/or render services in the best and soundest way and in the most expeditious and economical manner consistent with the interests of the County. The Contractor agrees to perform or render all services in accordance with practices generally acceptable as good and professional practices required of a provider furnishing services of the nature to be provided under this Agreement.
- 2) The Contractor represents that it is fully familiar with the site where the services of this Contract are to be performed, the nature of the work, the bid documents and all other documents. The Contractor covenants and represents that the Contractor has read all documents and that the Contractor has no issues or concerns regarding ambiguity or lack of completeness of the same.
- 3) The Contractor agrees to undertake and perform the services contemplated under this Agreement in full compliance with all terms, provisions and requirements of the contract documents.
- 4) The Contractor represents that it possesses and that personnel employed by the Contractor to provide the services required by this Agreement possess all necessary professional skills, certifications and/or licenses to perform the services required hereunder.

## SECTION III.

### AGREEMENT SUM/ PAYMENTS:

3.1 Payment of amounts owed by the County by virtue of this Agreement shall be as set forth in the Proposal for all professional services to be performed and shall include all out-of-pocket expenses incurred by reason of this Agreement. There shall be no other amounts due and payable by the County regardless of costs or expenses of the Contractor except for additional services requested in writing by the County and signed by both Parties, which are beyond the Scope of Services, and those services customarily performed as a part thereof.

3.2 In order to receive payment under this Agreement and regardless of whether required by the bid documents and notwithstanding anything to the contrary therein, the Contractor shall furnish:

- a) an invoice or other statement identifying the services rendered, and amount claimed due and owing for the same consistent with the terms of paragraph 3.1 hereof; and
- b) such other documents as are required by the standard billing procedures of Warren County;

3.3 Payments will be made by the County within thirty (30) days of receipt of all documentation required by this Section III.

3.4 Payments made pursuant to this Agreement shall not be deemed an approval of the services rendered and performed by the Contractor or a waiver of any rights and/or remedies available to the County in law or at equity for reason of default or breach of any term or provision of this Agreement or other documents by the Contractor.

#### SECTION IV.

##### SCHEDULE AND TERM OF AGREEMENT:

4.1 Services will commence on January 1, 2023 and terminate on December 31, 2023. The County shall not shorten the times provided but may lengthen, delay or otherwise reasonably adjust the same to meet County needs and no additional costs shall be due and owing the Contractor by reason of such lengthening, delay or adjustment

4.2 Performance of services shall commence at such time as the County shall request upon notice to the Contractor.

4.3 In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for thirty (30) days after days after the date a notice to cure is served upon the Contractor by regular first class mail and by certified mail to the Contractor's address listed in this Agreement, the County may immediately terminate this Agreement and the County shall have the right, power, and authority to complete the services provided for in this Agreement, or contract for their completion, and additional expenses or cost of such completion shall be charged to and paid by the Contractor. Notice hereunder shall be effective on the date of mailing.

#### SECTION V.

##### INSURANCE REQUIREMENTS:

- A. Notwithstanding the terms, conditions or provisions, in any other writing between the Parties, the Contractor hereby agrees to effectuate the naming of Warren County, its Board, officers and employees as additional insureds on a primary, non-contributory

basis on the Contractor's insurance policy, with the exception of Workers' Compensation.

B. All policies of insurance naming Warren County, its Board, officers and employees as additional insureds on a primary, non-contributory basis shall:

- i. Be an insurance policy from an A.M. Best Rated A-Minus New York State licensed insurer;
- ii. Contain a thirty (30) day notice of cancellation; and
- iii. State that the organizations coverage shall be primary coverage for the municipality, its Board, officers and employees.
- iv. The Contractor agrees to indemnify the municipality for any applicable deductibles.
- v. Required limits of insurance:
  - i. Commercial General Liability - One Million Dollars (\$1,000,000) per occurrence / Two Million Dollars (\$2,000,000) aggregate;
  - ii. Automobile Liability - One Million Dollars (\$1,000,000) combined single limit for hired/owned, hired and borrowed and non-owned motor vehicles;
  - iii. Pollution Liability Insurance - Ten Million Dollars (\$10,000,000);
  - iv. Umbrella Liability Insurance - Ten Million Dollars (\$10,000,000);
  - v. Workers' Compensation - Statutory Workers' Compensation and Employers Liability insurance for all employees; said coverage to be one of the following forms:

(a) WC/DB-100 - Affidavit for New York Entities and any Out-of-State Entities with No Employees, That New York State Worker's Compensation and/or Disability Benefits Insurance Coverage is Not Required; OR

WC/DB-101 Affidavit That an Out-of-State or Foreign Employer Working in New York State Does Not Require Specific New York State Workers' Compensation and/or Disability Benefits Insurance Coverage (Affidavits must be stamped as received by NYS Workers' Compensation Board); OR

(b) C-105.2 - Certificate of Workers' Compensation Insurance (the business insurance carrier will send this form to Warren County upon the business' request). [Please note: The State Insurance Fund provides its own version of this form, the U-26.3]; OR

(c) SI-12 - Certificate of Workers' Compensation Self-Insurance or GSI-105.2 - Certificate of Group Workers' Compensation Self-Insurance.

ACORD forms are not acceptable proof of workers' compensation coverage, AND

(a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (*Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website ([www.web.state.ny.us](http://www.web.state.ny.us)) under the heading of "Forms". Applicant filing electronically can print a finished CE-200 immediately upon completion. Applicants without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the County*); OR

(b) DB-120.1 - Certificate of Disability Benefits Insurance (*the business' insurance carrier will send to the County upon request*); OR

(c) DB-155 - Certificate of Disability Benefits Self-Insurance (*the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain*).

- C. The Contractor acknowledges that failure to obtain such insurance on behalf of Warren County, its Board, officers and employees constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The Contractor is to provide Warren County with a Certificate of Insurance, evidencing that the above requirements have been met, upon request and not later than prior to the commencement of work or use of the facilities. The failure of Warren County to object to the contents of the Certificate or the absence of the same shall not be deemed a waiver of any and all rights held by Warren County. In addition to the foregoing, Warren County may, at any time, request a copy of the policies of insurance providing the coverage required herein, and the Contractor shall, within ten (10) days furnish copies of said policies.

#### SECTION VI.

#### CONFIDENTIALITY:

The Contractor agrees to keep confidential and not to disclose to any person or entity, other than the Contractor's employees, subcontractors and the general contractor and subcontractors, if appropriate, any data or information not previously known to and generated by the Contractor or furnished to the Contractor and marked CONFIDENTIAL by the County. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Contractor from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the Contractor to defend itself from any legal action or

claim.

## SECTION VII.

### NON-DISCRIMINATION REQUIREMENTS:

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in the accordance with Section 220-e of the Labor Law, if this is an Agreement for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Agreement shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. If this is a building service agreement as defined in Section 230 of the Labor Law, then, in accordance with Section 230 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement. The Contractor is subject to fines of Fifty dollars (\$50.00) per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

## SECTION VIII.

### INDEMNIFICATION CLAUSE:

The Contractor shall be responsible for all damages, whether for bodily injury, life or property to the extent caused the negligent or willful acts, errors or omissions of the Contractor, its officers, directors, agents, servants or employees or anyone for whom the Contractor is legally bound, in connection with its service under this Agreement.

To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon Warren County, its Board, officers, employees and volunteers for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the Contractor's employees, or on account of damages to property including loss of use thereof, arising from negligent or willful acts or omissions on the part of the Contractor, its employees, agents, representatives, materialmen, suppliers, and/or subcontractors. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

The Contractor shall upon the County's demand, promptly and diligently defend at the Contractor's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against the County to provide defense under this paragraph and the Contractor shall pay and satisfy any judgment decree loss or settlement in connection therewith.

The Contractor shall, and shall cause it's officers, employees and agents to cooperate with the County in connection with the investigation, defense or prosecution of any action, suit or proceeding related to the subject matter of this Agreement.

The Contractor shall strictly observe and comply with all safety laws, rules, and regulations (including but not limited to the Federal Occupational Safety and Health Act, the New York Labor Law, and all regulations promulgated pursuant to such laws) and to provide such protection as necessary to protect its workers and the workers of other contractors. In the event that additional safety measures are required, the Contractor agrees that it will install or procure such additional safety measures at its sole expense. To the fullest extent permitted by law, the Contractor shall hold harmless, indemnify and defend Warren County, its Board, officers, employees and volunteers against all losses, claims, fines, or expenses, including but not limited to attorney's fees, resulting from the enforcement of these laws and for related acts of its officers, employees, subcontractors, suppliers, and materialmen.

To the fullest extent permitted by law, the County shall indemnify, hold harmless and defend Contractor against any and all losses, claims, actions, demands, damages, liabilities, or expenses, including but not limited to attorney's fees and all other costs of defense, by reason of the liability imposed by law or otherwise upon the Contractor, for damages because of bodily injuries, including death, at any time resulting therefrom, sustained by any person or persons, including the County's employees, or on account of damages to property including loss of use thereof, arising from negligent or willful acts or omissions on the part of the County, its employees, agents, or representatives. If such indemnity is made void or otherwise impaired by any law controlling the construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification, in whole or in part, to the fullest extent permitted by law.

## SECTION IX.

### DISCRIMINATION AND HARASSMENT:

Any type of discrimination and harassment is against Warren County policy and is unlawful. The Contractor acknowledges and agrees that they have read the entirety of the Warren County Policy Against Discrimination and Harassment. The Warren County Policy Against Discrimination and Harassment applies to all personnel in a contractual or other business relationship with the County. This Agreement incorporates the entire Policy as a material term of this Agreement. The Contractor shall follow the Policy in its entirety. If a complaint does arise, the Contractor is to notify Warren County promptly. To the fullest extent permitted by law, the Contractor shall indemnify, hold harmless and defend Warren County, its Board, officers, employees and volunteers against any and all losses, claims, actions, damages, demands, liabilities, or expenses, including but not limited to attorney's fees and all other costs to defend, resulting from the Contractor and/or agent's breach of this Policy.

## SECTION X.

### SET-OFF RIGHTS:

The County shall have all of its equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this Agreement up to any amounts due and owing to the County with regard to this Agreement, any other agreement or contract with the County, including any agreement or contract for a term commencing prior to the term of this Agreement, plus any monies due and owing to the County for any other reason including tax delinquencies, fee delinquencies or monetary penalties relative thereto.

## SECTION XI.

### MISCELLANEOUS PROVISIONS:

11.1 This Agreement may only be amended, modified or supplemented by an instrument in writing, and executed by authorized representatives of the County and the Contractor.

11.2 The Contractor shall abide by all Labor Department wage requirements, shall comply with any required equal opportunity requirements of grants or state or federal law and with Article 15 of the Executive Law of the State of New York (also known as the Human Rights Law) and all other federal and state statutory and constitutional non-discrimination provisions.

11.3 If this is a public work Agreement covered by Article 89 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State or any State approved sums due and owing for work done upon the project.

11.4 There shall be no assignment or subcontracting of the services to be provided under this Agreement without the written consent of the County, which shall not be unreasonably withheld. Any assignment agreed to by the County will not void or waive the application of this provision to any assigned.

11.5 The Contractor is an independent contractor performing services pursuant to the documents and shall not be an agent of Warren County and shall not have any authority with respect to any matter or in any matter to be obligated or commit Warren County by Agreement or otherwise.

11.6 Any dispute under this Agreement, or related to this Agreement shall be decided in

accordance with the laws of the State of New York and brought exclusively before the United States District Court for the Northern District of New York or the appropriate State Court located within the County of Warren.

11.7 In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical shall continue in full force and effect between the Parties as if the said illegal or unenforceable provision were not contained a part thereof.

11.8 The Contractor agrees to retain all records related to this Agreement for a period of six (6) years and agrees to allow the County, through the appropriate County officials and legally allowed to review and or audit such records. In the event that a review or audit is requested, the records shall be made available at the Contractor's place of business or, at the request of the County, at the Warren County Municipal Center with the understanding that copies of such records may be made by the designated County officials. Records shall be made available upon ten (10) days written notice or within ten (10) days of the delivering of written notice by the County.

11.9 This Agreement shall be deemed executory only to the extent of moneys available to the County for the performance of the terms hereof and no liability on account thereof shall be incurred by the County beyond moneys available to or appropriated by the County for the purpose of the Agreement and, if applicable, that this Agreement shall automatically terminate upon the termination of State or Federal funding available for such Agreement purpose.

11.10 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

## SECTION XII.

### NOTICES:

In the event that it is necessary for either Party to transmit to either Party written notice or communications that are anticipated in accordance with the terms and provisions of this Agreement, the same shall be considered delivered upon personal delivery and/or the same by ordinary mail to the following persons and/or addresses:

Warren County Department of Public Works  
ATTN: Kevin Hajos, Superintendent  
1340 State Route 9  
Lake George, NY 12845

Waste Management of New York, LLC  
ATTN: Patrick Martino  
100 Ransier Drive  
West Seneca, New York 14224

Delivery by mail shall be considered accomplished or complete when the notice or

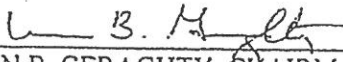


IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the respective Parties.

Approved as to Form:

COUNTY OF WARREN

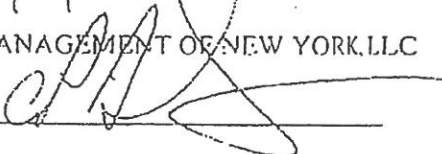
  
Assistant Warren County Attorney

By   
KEVIN B. GERAGHTY, CHAIRMAN  
Board of Supervisors

Date Sept. 7, 2022

Date 9/20/22

WASTE MANAGEMENT OF NEW YORK, LLC

By 

Title VICE PRESIDENT

Date OCT 14, 2022

# REQUEST FOR BIDS

Disposal and Hauling Services for Municipal Solid Waste & Recyclables

SOLID WASTE/RECYCLING OFFICE  
DEPARTMENT OF PUBLIC WORKS  
COUNTY OF WARREN, NEW YORK



CONTRACT NO. WC 50-22

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## WARREN COUNTY PURCHASING DEPARTMENT

1340 State Route 9  
Lake George, NY 12845  
Telephone: (518) 761-6538  
Fax: (518) 761-6395



Julie A. Butler, Purchasing Agent  
Jason M. Shpur, Deputy Purchasing Agent  
Amber N. Brownell, Purchasing Assistant

### NOTICE TO BIDDERS

The undersigned shall receive sealed bids for the provision of services to the County of Warren and its Municipalities as follows:

#### WC 50-22 - SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING SERVICES

You may obtain these Specifications either on-line or through the Purchasing Office. If you have any interest in these Specifications on-line, please follow the instructions to register on the Empire State Bid System website, either for free or paid subscription. Go to [www.warrencountyny.gov](http://www.warrencountyny.gov) and choose **BIDS AND PROPOSALS** to access the Empire State Bid System OR go directly to [www.EmpireStateBidSystem.com](http://www.EmpireStateBidSystem.com). If you choose a free subscription, please note that you must visit the site up until the response deadline for any addenda. All further information pertaining to this bid will be available on this site. Bids which are not directly obtained from either source will be refused.

Bids may be delivered to the undersigned at Warren County Human Services Building, Warren County Purchasing Department, 3<sup>rd</sup> Floor, 1340 State Route 9, Lake George, New York between the hours of 8:00 am and 4:00 pm. Bids will be received up until Thursday, August 18, 2022 at 3:00 p.m. at which time they will be publicly opened and read. Please note, County mail is picked up from the Lake George Post Office each weekday morning. Bids delivered to said post office on the afternoon of bid opening day will not be received until the following day and will be considered late. Please account for this if using the USPS. FedEx and UPS deliver directly to the Municipal Center. All bids must be submitted on proper bid proposal forms. Any changes to the original bid documents are grounds for immediate disqualification.

Late bids by mail, courier or in person will be refused. Warren County will not accept any bid which is not delivered to Purchasing by the time indicated above, on the time stamp in the Purchasing Department Office.

The right is reserved to reject any or all bids.

Julie A. Butler, Purchasing Agent  
Warren County Human Services Building  
Tel. (518)761-6538

Published: Saturday, August 6, 2022 & August 13, 2022

SPECIFICATION: WC 50-22

ITEM: SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING SERVICES

DATE: AUGUST 18, 2022

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING

## BID REQUEST/SPECIFICATIONS

Office of the Purchasing Agent  
Warren County Human Services Building, Lake George, New York

### GENERAL INSTRUCTIONS

**Please Note:** Any and all of the following requirements will be strictly adhered to, and failure on the part of any bidder to comply with any one of these requirements will be sufficient grounds for rejection of any bid.

**Bidders Responsibility:** Bidders shall fully acquaint themselves with all of the details set forth in SPECIFICATIONS and GENERAL INSTRUCTIONS before submission of bids. All items bid upon must be in accordance with manufacturer's current specification sheets and the available options listed thereon. Wherever components are identified by their trade names those units are desired by the County of Warren, however, the use of trade names is not intended to be restrictive, and other manufacturer's units meeting or exceeding these specifications will be considered. Vendor must identify and describe all items offered since the term "meet or exceed" for alternate items is not acceptable in vendors' specifications proposal sheets. Failure to do so may be grounds for rejection.

**Bidders Qualifications:** All bidders, including foreign and domestic corporations must be qualified and/or licensed to do business within the State of New York. Warren County reserves the right to make any investigation deemed necessary to determine bidder qualifications and responsibility. Bidder shall furnish to the County, upon request, all data pertinent thereto.

**Bid Format:** Bids must be submitted on the attached Proposal form in complete detail and any deviation from the required items must be fully explained. Bid proposals must be typed or in ink. Failure to sign proposal may be justification for rejection. Each bid must be accompanied by an original Non-Collusion Certificate, Iran Divestment Act Certification, and if applicable, Corporate Resolution with seal.

**Bid Submission:** Each bid submitted shall be in a sealed envelope plainly marked with the Warren County bid number and title. A facsimile (fax) bid not containing an original (ink) signature is not acceptable.

**Questions/Verbal Responses Not Binding:** It is the bidder's sole responsibility to become familiar with all terms and conditions regarding the bid before the bid opening. Any questions should be submitted in writing to the Purchasing Department and, if relevant, should cite the section and page number of the bidding document relating to the question raised by the bidder. Answers to all questions of a substantive nature will be given to all bidders in the form of a formal addendum which will be annexed to and become part of the bid. Please be advised that Warren County shall not be bound by any verbal response by any County Official or employee which is not confirmed in writing or which does not result in an addendum issued by the Purchasing Department.

**Time of Submission:** Each bid shall be filed no later than the stated time noted on the bid proposal form. At the time of submission, each bid shall be time/date stamped in the Office of the Purchasing Agent. Late bids received by mail, courier or in person shall be refused. Warren County shall not accept any bid which is not delivered directly to Purchasing by the time indicated on the time stamp in the Purchasing Office.

**Award:** Awarding of the contract to the successful bidder will be made at the earliest possible time. Successful bidder, upon acceptance of proposal, shall bind himself to enter into the written contract with Warren County. Where bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

**Rejection:** The right is reserved to reject any or all bids, waive any informalities in any bids, re-advertise for new bids and/or otherwise accept any considered advantage to Warren County to the extent such is allowed under law.

**Cancellation of Contract:** Warren County reserves the right, in its sole discretion and without reason, to terminate this bid upon fourteen days written notice for commodities and sixty days written notice for contracts. However, failure on the part of the bidder to meet the specification requirements, especially with regard to product/service quality, shall result in immediate termination at the option of Warren County. The County's sole obligation shall be to pay bidder for services rendered to date and to the extent of appropriations. The County shall have no other liability or responsibility for lost compensation, lost profit, or damages of any kind or nature arising from the said termination.

**Previous Defaults:** No bid for materials, supplies, equipment or services may be accepted from or contract therefore awarded to any person who is in arrears to Warren County, upon debt or contract, or who has defaulted as to surety or otherwise upon a contract or obligation to Warren County.

**BID REQUEST/SPECIFICATIONS**

**SECTION 1. REQUEST FOR BIDS FOR SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING:**

Warren County, for itself and as lead agent for various municipalities within Warren County, is requesting bids for the disposal and hauling of municipal solid waste and recyclables, over which the County and municipalities have control, at a New York State licensed facility being operated in accordance with all applicable federal, state and local environmental, hard use or other laws, rules, regulations and permit conditions. The disposal and hauling services are requested for a term commencing on January 1, 2023 and terminating December 31, 2023.

**SECTION 2. NATURE AND QUANTITY OF MUNICIPAL SOLID WASTE AND RECYCLABLES:**

**A. Generally**

Municipal solid waste and recyclables are generated from residential and commercial/institutional uses located in the County. The County and municipalities therein generally control solid waste and recyclables that are 1) generated from municipal operations; and 2) deposited at local municipal collection sites known or identified as transfer facilities. There are a number of private contract haulers servicing the various residents and municipal properties in Warren County, so the County and municipalities do not collect or have control of all of the solid waste and recyclables within the County.

**B. Controlled Municipal Solid Waste Estimates (Based on 2018 or 2019 quantities to the best of our knowledge. Lake Luzerne and Thurman estimates are unchanged due to lack of data):**

Collection Site	Processible	C&D	Total Tons
County of Warren	70.3	109.37	179.67
Town of Bolton	499.18	496.9	996.08
Town of Chester	467.86	419.66	887.52
Town of Hague	138.26	104.56	242.82
Town of Horicon	252.35	307.59	559.94
Town of Johnsbury	905	340	1245
Town of Lake George	615.7	53.4	669.10
Village of Lake George	137.82	0	137.82
Town of Lake Luzerne	1030	243.08	1273.08
Town of Queensbury - Luzerne Rd.	1138.05	0	1138.05
Town of Queensbury - Ridge Rd.	727.62	0	727.62
Town of Stony Creek	139	77	216
Town of Thurman	83.14	64.21	147.35
Town of Warrensburg	937.8	243.8	1181.6
<b>Total</b>	<b>7142.08</b>	<b>2459.57</b>	<b>9601.65</b>

NOTE: Non-Processible Waste is included in Processible and/or C&D tonnages noted above.

SPECIFICATION: WC 50-22

ITEM: SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING SERVICES

DATE: AUGUST 18, 2022

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## BID REQUEST/SPECIFICATIONS

### C. Recyclable Material Estimates

See Attachment "A". (This bid does not include electronics recyclables nor hazardous waste materials.)

### D. Handling of Recyclables/Rebates

Each Transfer Station is primarily sorting on site and not using a single stream process.

Regardless of whether vendors are bidding a flat rate rebate for recyclables, or using a variable rate based on industry standards, documentation must be provided with vendors bid, and at the time of each contract renewal, indicating then current rates for recyclable commodities. Any calculations required to be made in determining awards will be based on average weights set forth in Attachment "B".

### E. Solid Waste and Recyclables Quantities Estimated and Committed but Not Guaranteed

The quantities of solid waste provided above are estimates based on the 2019 calendar year. The County and municipalities may agree (at their option) to provide all municipal solid waste and recyclables which are generated by the municipalities or which is deposited at the transfer stations identified above. The County and municipalities will not, however, guarantee a minimum or maximum amount of solid waste or recyclables. Quantities listed above are estimates and shall not be construed in any way as a commitment on the part of the County or any municipality to deliver or dispose of like amounts during the contract term. It is expected that the successful bidder will accept whatever quantities are presented for disposal.

### F. Equipment

The contractor shall supply and maintain all equipment, machinery, vehicles and apparatus necessary for the neat, orderly and efficient performance of the work.

- i. Cartage Vehicle: The cartage vehicle shall be of the self loading type capable of being loaded in such a manner as will eliminate or minimize spillage of refuse and shall be of the enclosed type totally eliminating spillage and windblow during transport.
- ii. Containers: It's anticipated that the County will continue to provide the containers required under this contract. However, if additional containers are required during the term and the County has no spares in its inventory, Contractor shall provide containers at the rental rates being requested by Add Alternative #1 below.
- iii. Additional Containers: Contractor will supply additional containers for special events and/or any other situation that may arise during the term of the contract, upon request by the municipalities. As Add Alternative #1, please attach a separate page including daily/weekly/monthly rental fees by container size. If Contractor fails to provide rates for all three categories, the County will automatically pro-rate to daily rates based on pricing for the weekly and/or monthly rate, whichever is less. Additional containers will provided within a maximum of 48 hours from time of request.

## SECTION 3. CONTRACT TERMS -PAYMENT, TERM, ETC.

### A. Term of Contract. Extension

The contract shall commence January 1, 2023 and shall terminate December 31, 2023. The contract may be terminated upon ninety (90) days written notice by either party. In the event the replacement contract has not been issued, any contract let and awarded hereunder by the County may be extended for a period of up to three months with the concurrence of the Contractor. However, this extension terminates should the replacement contract be issued in the interim.



**BID REQUEST/SPECIFICATIONS**

**B. Payment**

The successful low bidder(s) shall enter into contracts with the County which shall provide that the bidder(s) keep track of and retain records for a period of six years showing the amount of solid waste and/or recyclable material accepted from the County and each municipality, individually, on a monthly basis. The County and municipalities will require annual tonnage reports during the term of the contract and Contractors must be prepared to provide same upon request. The Contractor(s) shall submit invoices on a monthly basis to, respectively, the County and each of the municipalities for whom solid waste and recyclables was accepted during the previous month. The invoices shall be made out and sent to the County and each municipality from whom the Contractor has received solid waste or recyclables and must include a copy of the weight slip. The County and each municipality shall be responsible for the payment of disposal and hauling charges for the solid waste and recyclables transported from that municipality within thirty (30) days or receipt of invoice. Neither the County nor any municipality shall be liable for payment for disposal of solid waste or recyclables except for that which the Contractor receives from that entity. Invoices/rebates for recyclables must include detailed information, i.e. dates of service, weight slips, price, and such other information necessary for the County and municipalities to identify services for which the invoice/rebate applies. Contractor's failure to include this information shall be grounds for rejection of the invoice until all appropriate data is received. No late fees shall be charged to the County and/or municipalities as a result of Contractor's failure to comply with the aforementioned requirements. Payment of recyclable rebates shall be made to the County and municipalities within 7 days of the last day of each month.

**C. Disposal Facility Requirements**

The Facility must accept solid waste and recyclable material weekdays and Saturdays except Sundays and Holidays with regular hours of operation, except in those instances where it can not due to acts of God, war, riot, or similar event. The following Holidays are observed by the County and Towns and therefore, your facility would not be required to accept waste on these days:

- |                            |                  |
|----------------------------|------------------|
| New Year's Day             | Labor Day        |
| Martin Luther King Jr. Day | Columbus Day     |
| Washington's Birthday      | Veterans Day     |
| Memorial Day               | Thanksgiving Day |
| 4 <sup>th</sup> of July    | Christmas Day    |

The Facility must accept all solid waste or recyclables described herein and for which the bid is made, unless the waste is of a nature that the facility cannot accept due to license restrictions. The Facility must provide a written explanation to the county within 5 business days should any load of solid waste or recyclables be turned away and not accepted.

The Facility must be properly licensed and/permitted under New York State law and any applicable State agency regulations to accept the solid waste and/or recyclables herein above described.

The Facility must be in compliance with all Federal, State and Local laws, rules and regulations and there must not be any regulatory action pending or order in existence at the time of this bid which would prevent or limit the bidders ability to accept the waste and/or recyclables herein above described.

Bidder must be able to demonstrate upon request that bidder has ownership or legal control over the Facility and present a current permit to operate upon request.

Awardees under this bid shall provide Quarterly Disposal Reports for each municipality to Tod Beadnell at Warren County DPW.

SPECIFICATION: WC 50-22

ITEM: SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING SERVICES

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D. Sites:

The sites listed below are sites for which service may be provided under the terms of this contract at the election of the County. These sites are described below as to location, name, hours of operation and containers currently being used.

Please note that Warren County reserves the right to remove or delete any of the following sites, or limit pick-up to solid waste or recyclables or both, up to and including the time of the bid award, and thereafter, upon thirty (30) days notice. If a site is removed and/or deleted, or other change is made concerning items to be picked up, Contractor shall not provide service thereto, and there shall be no cost, charge or expense imposed or assessed by the contractor by reason thereof to the County or affected town.

i. Town of Bolton, 87 Finkle Road, Bolton Landing, NY 12814, 518-644-2973

Hours of Operation: Summer: 8:00 am to 4:15 pm daily (beginning on or about April 1st)  
Winter: 8:00 am to 4:15 pm except Monday & Wednesday (closed);  
(beginning on or about November 28<sup>th</sup>)

Containers: 1 - 42 yd container for solid waste - closed  
2 - 30 yd containers for C&D - open  
1 - 40 yd container for C&D - open  
1 - 30 yd container for plastic - open  
1 - 30 yd container for tin - open  
1 - 30 yd container for glass - closed  
1 - 30 yd container for newspaper - closed  
1 - 30 yd container for cardboard - closed (2 in the summer)  
1 - 30 yd container for magazines - closed  
1 - 30 yd container for metal - open  
The Town of Bolton owns a compactor.

ii. Town of Chester, 62 Landon Hill Road, Chestertown, NY 12817, 518-494-3952

Hours of Operation: Saturday & Sunday - 8:45 am to 4:45 pm  
Monday, Thursday & Friday 8:45 am to 3:45 pm  
Closed Tuesday and Wednesday  
Schedule subject to change with the seasons

Containers: 1 - 40 yd container for solid waste - closed  
4 - 40 yd containers for C&D - open  
1 - 40 yd container for Plastic - open  
1 - 30 yd container for glass - enclosed w/sliding doors  
1 - 30 yd container for paper - enclosed w/sliding doors  
1 - 40 yd container for cardboard - closed  
1 - 40 yd container for electronics - closed  
The Town of Chester owns a compactor.

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iii. Town of Hague, Valley View Road, Hague, NY 12836, 518-543-6673

Hours of Operation: Wednesday - 10:00 am to 4:00 pm  
Saturday - 10:00 am to 4:00 pm

Containers: 1 - 40 yd container for solid waste  
2 - 30 yd containers for C&D  
1 - 30 yd container for furniture  
1 - 30 yd container for metal  
1 - 40 yd container for cardboard  
1 - 30 yd container for plastic & paper  
2 - 10 yd containers for recyclables (dumped into larger container for hauling)  
1 - 8 yd container for recyclables (dumped into larger container for hauling)  
1 - 5 yd container for recyclables (dumped into larger container for hauling)  
The Town of Hague owns a compactor.

iv. Town of Horicon, Landfill Road, Brant Lake, NY 12815, 518-494-7906

Hours of Operation: Sun., Tues., Thurs. & Sat. 8:00 am to 3:45 pm  
Closed Monday, Wednesday and Friday  
Subject to change with the seasons

Containers: 1 - 40 yd container for solid waste - open  
3 - 40 yd containers for C&D - open  
1 - 40 yd container for Cardboard - open  
1 - 40 yd container for Glass - closed  
1 - 40 yd container for Tin - closed  
1 - 40 yd container for Plastics - open but would prefer closed  
1 - 40 yd container for Newspaper - closed  
1 - 40 yd container for Aluminum - end door - not removed from facility -  
unload at transfer station  
The Town of Horicon owns a compactor.

v. Town of Johnsburg, Ski Bowl Road, North Creek, NY 12853, 518-251-2742

Hours of Operation: Monday, Thursday & Friday Noon to 5:00 pm  
Saturday & Sunday 9:00 am to 5:00 pm  
Closed Tuesday & Wednesday

Containers: 2 - 40 yd containers for solid waste - closed  
1 - 40 yd container for Cardboard - closed  
1 - 40 yd container for Tin Cans - open  
1 - 40 yd container for Plastic - open  
2 - 40 yd containers for C&D - open  
1 - 30 yd container for Glass - open  
1 - 30 yd container for Newspapers/Magazine - open  
1 - 30 yd container for C&D - open  
The Town of Johnsburg owns a compactor.

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vi. Town of Lake Luzerne, Towner Road, Lake Luzerne, NY 12846, 518-696-2105

Hours of Operation: Tuesday, Wednesday, Friday & Saturday 8:00 am to 1:00 pm  
Closed Sunday, Monday & Thursday

Containers:

- 1 - 40 yd container for solid waste - closed
- 2 - 40 yd containers for bulk metal - unknown
- 1 - 30 yd container for glass - open
- 1 - 40 yd container for plastic - open
- 2 - 40 yd containers for C&D - open
- 1 - 40 yd container for newspaper/magazines - closed w/divider
- 1 - tractor trailer container for cardboard (may change depending on award - award will be calculated based on a 40 yd container in the interest of fairness)

The Town of Lake Luzerne owns a compactor.

vii. Town of Queensbury, 1396 Ridge Road, Queensbury, NY 12804, 518-745-4479

Hours of Operation: Tuesday and Thursday 7:45 am to 3:30 pm  
Saturday 7:45 am to 3:00 pm

Containers:

- 2 - 50 yd containers for solid waste (compactor) - closed
- 1 - 40 yd container for newspaper - closed with doors on end
- 1 - 40 yd container for cardboard - closed with doors on end
- 1 - 30 yd container for magazines - closed with sliding side doors
- 2 - 30 yd containers for glass - open top w/crank tarps
- 1 - 40 yd container for tin cans - open with door on end
- 1 - 40 yd container for plastics - open with door on end
- 1 - 40 yd container for scrap metal - open

The Town of Queensbury owns a compactor at this site.

viii. Town of Queensbury (leased from the City of Glens Falls), 64 Luzerne Road, Queensbury, NY 12804, 518-745-4478

Hours of Operation: Wednesday, Friday & Saturday 7:45 am to 3:30 pm

Containers:

- 2 - 50 yd containers for solid waste (compactor) - closed
- 1 - 30 yd container for plastic - closed lids in roof
- 1 - 30 yd container for glass - closed with sliding doors on side
- 1 - 30 yd container for magazines - closed with sliding doors on side
- 1 - 40 yd container for cardboard - closed with end door
- 1 - 40 yd container for newspaper - closed with end door
- 1 - 30 yd container for tin cans - open with door on end
- 1 - 30 yd container for scrap metal - open

The Town of Queensbury owns a compactor at this site.

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### BID REQUEST/SPECIFICATIONS

ix. Town of Stony Creek, 20 Hill Road, Stony Creek, NY 12878, 518-696-5602

Hours of Operation: Monday & Friday 9:00 am to 4:00 pm  
Saturday & Sunday 9:00 am to 5:00 pm  
Closed Tuesday, Wednesday & Thursday

Containers: 1 - 40 yd container for solid waste - closed  
1 - 40 yd container for C&D - open  
1 - 40 yd container for Plastics - open top (wish to switch to a closed top with side doors)  
1 - 40 yd container for Tin - closed w/side doors  
1 - 40 yd container for Glass - closed w/side doors  
1 - 40 yd container for Cardborad - closed top w/open door at end  
1 - 40 yd container for Newspaper/Magazines - closed w/side doors  
The Town of Stony Creek owns a compactor.

x. Town of Thurman, Erving Baker Road, Thurman, NY 12810, 518-623-2831

Hours of Operation: Wednesday 11:00 am to 2:00 pm  
Saturday & Sunday 8:00 am to 3:00 pm

Containers: 1 - 40 yd container for solid waste - open  
3 - 40 yd containers for non-processible - open  
1 - 40 yd container for glass - open  
1 - 40 yd container for paper - closed with side doors  
1 - 40 yd container for tin - closed with side doors  
1 - 40 yd container for plastic - closed with side doors  
The Town of Thurman does not own a compactor.

xi. Town of Warrensburg, Upper Main Street, Warrensburg, NY 12885, 518-623-3096

Hours of Operation: Tuesday thru Sunday 8:00 am to 4:30 pm  
Closed Monday

Containers: 2 - 40 yd containers for solid waste - closed  
1 - 40 yd container for C&D - open  
1 - 40 yd container for Scrap Metal - open  
1 - 40 yd container for Tin Cans - open  
1 - 25 yd container for Glass - Closed w/side doors  
2 - 20 yd container for Electronics - closed w/rear door - sea containers  
1 - 40 yd container for Plastics - open w/rear door - self contained compactor  
2 - 40 yd containers for cardboard - closed w/rear door  
1 - 25 yd container for newspaper & magazines - closed w/side door (newspaper & magazines separated within the container, not co-mingled)  
1 - 20 yd container - spare - open  
The Town of Warrensburg owns a compactor.

BID REQUEST/SPECIFICATIONSE. Contractor's Responsibility:

It shall be the responsibility of the contractor to visit the work sites and thoroughly familiarize himself with the conditions at each site and with the terms of these specifications. It shall be the responsibility of the contractor to do, perform, or execute the following acts, duties, or requirements:

- i. Contractor shall secure any and all necessary licenses, permits and insurance, so as to faithfully fulfill the terms and conditions of the contract. (See items under "INSURANCE REQUIREMENTS ")
- ii. Upon completion of the regularly scheduled or required loading operations and prior to leaving the site, contractor shall thoroughly police the area, leaving it in a neat and orderly condition.
- iii. Failure to meet any of the foregoing requirements should not relieve the bidder or contractor of his obligation with respect to his bid or the contract.
- iv. County will provide containers, however, Contractor shall be responsible for repairing damage (caused by Contractor) to any containers to prevent provision of faulty equipment.

v. Contractor MUST transport containers within forty-eight hours after being notified by Warren County or the municipal subdivisions. The municipalities may opt to be placed on automatic pick-up schedules during the term of the contract. Municipalities will contact Contractors directly to coordinate the same.

F. Insurance Requirements

The bidder to whom the bid is awarded shall, in a timely fashion (prior to the date work is to commence or materials to be provided per contract) and prior to commencing any work or providing any materials, but in no event later than thirty (30) days after being awarded the bid, furnish such evidence of insurance policies (certificates and/or copies of policies of policies as may be requested by the County) which name the County of Warren as additional insured on a primary, non-contributory basis (except for Workers' Compensation - Disability Coverage) and which set forth the following coverages:

1. Workers' Compensation Insurance as set forth below:

a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (*Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website ([www.web.state.ny.us](http://www.web.state.ny.us)) under the heading of "Forms". Those businesses filing electronically can print a finished CE-200 immediately upon completion. Those businesses without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board, and may wait up to four (4) weeks before receiving the form. Once the applicant receives the CE-200, the applicant will submit same to the County*); OR

(b) C-105.2 - Certificate of Workers' Compensation Insurance (*the business' insurance carrier will send this form to the County upon request*); OR

(c) U-26.3 - Certificate of Workers' Compensation Insurance (*this form is used in lieu of C-105.2, when the insurance is obtained through the New York State Insurance Fund*); OR

(d) SI-12 - Certificate of Workers' Compensation Self-Insurance (*the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain this form*); OR

(e) GSI-105.2 - Certificate of Participation in Workers' Compensation Group Self-Insurance (*the business' Group Self-Insurance Administrator will send this form to the County upon request*).

BID REQUEST/SPECIFICATIONS

NOTE: ACORD forms are not acceptable proof of workers' compensation coverage.

2. Disability Benefits Insurance as set forth below:
  - (a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (*Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website ([www.web.state.ny.us](http://www.web.state.ny.us)) under the heading of "Forms". Applicant filing electronically can print a finished CE-200 immediately upon completion. Applicants without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the County*); OR
  - (b) DB-120.1 - Certificate of Disability Benefits Insurance (*the business' insurance carrier will send to the County upon request*); OR
  - (c) DB-155 - Certificate of Disability Benefits Self-Insurance (*the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain*).
3. General Liability Insurance Coverage covering, among other things, bodily injury and/or property damage with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate.
4. Automobile Liability Insurance Coverage protecting against, among other things, bodily injury and property damage, with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit for owned, hired and/or borrowed and non-owned motor vehicles.
5. Pollution Liability Insurance - \$10,000,000.
6. Umbrella Liability Policy in the amount of \$10,000,000.

All insurance policies shall be from an A.M. Best Rating of A- or better "Secured" New York State Licensed Insurer. The policy shall contain a thirty (30) day Notice of Cancellation and shall provide "primary" coverage for Warren County, its boards, officers and/or employees. The Contractor shall also be required to provide evidence of equivalent coverage for any subcontractors and/or agents and indemnify Warren County for any applicable deductibles affecting any circumstances where Warren County, its boards, officers, and/or employees are additional insureds. Finally, please note that the liability coverage shall remain in effect for a period of six (6) months following the completion of any project authorized under this bid.

G. Indemnification Requirement

The successful Bidder shall indemnify and hold harmless the County, its officers, directors, agents and employees from, and against any and all claims, notices of claim, demands or causes of action for injury or death to any person, including Bidder's employees or damage to property (including all costs and reasonable attorney's fees incurred in defending any claim, demand or cause of action), arising, directly or indirectly, out of or resulting from, the performance of the Bidder's work or any negligent or wrongful acts, errors, omissions, negligence, incompetence, malfeasance and misfeasance by the Bidder, its employees, agents, materialmen, suppliers and/or subcontractors in the performance of its obligations under the agreement. The County and the Bidder shall notify each other in writing within thirty (30) days of any such claims or demands and shall cooperate in the defense of any such actions. If this indemnity, or any part thereof, is made void or otherwise impaired by any law controlling construction thereof, such indemnity shall be deemed to conform to the indemnity permitted by law, so as to require indemnification in whole or in part to the fullest extent permitted by law.

SPECIFICATION: WC 50-22

ITEM: SOLID WASTE AND RECYCLABLE DISPOSAL AND HAULING SERVICES

DATE: AUGUST 18, 2022

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING

## BID REQUEST/SPECIFICATIONS

### H. Safety Requirement:

The Contractor shall be responsible for conducting operations with all possible precautions for the safety of the general public, and his own employees.

### I. Non-discrimination:

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, military status, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

### J. Contract Assigning - Section 109 of the General Municipal Law:

The bidder shall not assign or otherwise dispose of the contract or his right, title or interest in the contract, without prior written consent of the Warren County Board of Supervisors.

### K. Definitions

Solid waste as that term is used herein shall mean all putrescible and non-putrescible 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, except including but not limited to garbage, refuse, industrial and commercial waste, sludges from air or water control facilities, rubbish, ashes, contained gaseous material, incinerator residue, demolition and construction debris, discarded automobiles and offal but not including sewage and other highly diluted water carried materials or substances and those in gaseous form.

Recyclables as that term is used herein shall mean those materials identified in Section 2C. and shall mean any other materials that the County and Municipalities determine to recover from or separate from the waste stream.

## SECTION 4. WITHDRAWAL OF BID:

By submission of the bid, bidder agrees to not withdraw the same for a period of at least forty-five (45) days following the date the bids are opened unless the bid may be withdrawn pursuant to a bid mistake as set forth in General Municipal Law § 103 or unless permission to withdraw the same is granted by Warren County which shall have sole discretion in determining whether to grant such withdrawal.

## SECTION 5. BIDS FOR SOLID WASTE AND/OR RECYCLABLES & HAULING:

Bidders are strongly encouraged to provide pricing for solid waste disposal, all recyclable commodities and hauling for all sites. The intent of this bid is to have one Contractor servicing an entire site for all materials, wherever possible. In the event a vendor proposes a blended rate (rebate for all recyclables combined),



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documentation must be provided as to how the blended rate is determined. The County reserves the right to request additional documentation from bidders if necessary.

#### SECTION 6. DETERMINATION OF AWARD:

The County will award this bid taking into consideration pricing for the disposal of solid waste, recycling rates, and haul costs. As noted above, it would be the intention to award one vendor for each site listed. However, the County reserves the right to award per commodity or per site, whatever is in the best interest of the County and municipalities.

If rebates are proposed for recyclables, price of rebates/ton will be deducted from the haul cost.

#### SECTION 7. RESERVATION OF RIGHT TO ACCEPT OR REJECT BIDS:

The County reserves the right to accept or reject any or all bids and/or rebid as deemed to be in the best interest of Warren County.

#### SECTION 8. QUESTIONS:

Any questions relative to these specifications shall be submitted to Julie Butler, Purchasing Agent, by faxing to (518) 761-6395 or e-mailing to [butlerj@warrencountyny.gov](mailto:butlerj@warrencountyny.gov) no later than Noon on Tuesday, August 9, 2022. Answers will be provided in the form of a written Addendum to all vendors who received copies of the specifications.

#### SECTION 9. RECYCLING CERTIFICATION:

By submission of this bid and signing of proposal page 17, bidders are hereby certifying that recyclables are, in fact being recycled, and not re-entering the waste stream or being taken to a burn plant. Warren County reserves the right to request additional information on recycling methods and markets being sold to.

#### SECTION 10. FINAL CLEAN-UP:

Upon the completion or termination of the contract, the contractor shall remove all equipment, material or apparatus at the site and shall thoroughly police the area and restore it to a clean, neat and orderly condition.

#### SECTION 11. OBLIGATION OF BIDDER:

Every person intending to make a proposal is expected, before submitting the same, to make himself fully familiar with the work to be done. A contractor will be debarred from pleading misunderstandings or deception because of estimates of quantities, character, scope of work, location, or other conditions surrounding the same. Permission will not be given to withdraw, modify or explain any proposal or bid after the time of opening.

By submission of the bid, bidder agrees to not withdraw the same for a period of at least forty-five (45) days following the date the bids are opened unless the bid may be withdrawn pursuant to a bid mistake as set forth in General Municipal Law § 103, or unless permission to withdraw the same is granted by Warren County, which shall have sole discretion in determining whether to grant such withdrawal. Nothing contained herein shall be deemed to effect any rights that may be set forth in these specifications or that may exist as a matter of law to withdraw and/or modify a bid prior to the bid opening date.

#### SECTION 12. WAGE RATES:

The prevailing wage rate schedules for this contract are provided on the internet for bidding purposes. They can be obtained by visiting the New York State Department of Labor's web site and entering PRC#2022900832. A paper copy of the current project specific rates will be supplied to the successful bidder upon award of the contract. In the event the contract is extended beyond the initial one year term, it shall be the Contractor's