



Public Works Committee

Wednesday, November 2, 2022 3:30PM
40 McMaster Street, Ballston Spa, NY 12020

Chair: Phil Barrett

Members:

C. Eric Butler
Diana Edwards
Scott Ostrander-VC
Tom Richardson
Kevin Veitch
Sandra Winney

- I. Welcome and Attendance
- II. Approval of the minutes of the September 7, 2022 meeting.
- III. Authorizing consent to assignment and assumption agreement between Luther Forest Technology Campus EDC and GlobalFoundries US, Inc. - Chad Cooke, Public Works
- IV. Authorizing a 1-year contract with three 1-year extension options with County Waste and Recycling Service, Inc. for recyclable transport, processing and recovery of single stream recyclable materials and scrap metal from five (5) transfer stations and one (1) highway garage within the County. – Chad Cooke, Public Works
- V. Other Business
- VI. Adjournment



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 10/14/22

COMMITTEE: Public Works

RE: Authorize consent to an assignment and assumption agreement between Luther Forest Technology Campus EDC and GlobalFoundries US, Inc.

1. Is a Resolution Required:

Yes, Other

2. Proposed Resolution Title:

Authorize consent to an assignment and assumption agreement between Luther Forest Technology Campus EDC and GlobalFoundries US, Inc.

3. Specific Details on what the resolution will authorize:

The resolution will consent to Luther Forest Technology Campus EDC's (LFTC) assignment to GlobalFoundries US, Inc. of responsibilities associated with the County's 2015 agreement with LFTC that details maintenance of certain infrastructure and features located within the technology campus in the Town of Malta.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

--

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

Human Resources Consulted

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term:

f. Termination of contract date:

g. Contract renewal and term:

h. Contact information:

i. Is the vendor/contractor an LLC, PLLC or partnership:

j. State of vendor/contractor organization:

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office
Consulted

a. Source of grant funding:

b. Agency granting funds:

c. Amount of grant:

d. Purpose grant will be used for:

e. Equipment and/or services being purchased with the grant:

f. Time period grant covers:

g. Amount of county matching funds:

h. Administrative fee to County:

9. Supporting Documentation:

Marked-up previous resolution

No Markup, per consultation with County Attorney

Program information summary

Copy of proposal or estimate

Copy of grant award notification and information

Other Copy of proposed assignment and copy of 2015 agreement

10. Remarks:

In general, County DPW is responsible for maintenance of roadways and infrastructure from curb to curb, drainage structures to daylight, traffic signal, and signage within the technology park. GlobalFoundries responsibilities will generally include features outside of the paved areas including lighting, sidewalks, medians, roundabouts (except for paved areas from curb to curb), fences, swales, etc. The figure in the 2015 agreement (attached) details the various responsibilities.

AGREEMENT

THIS AGREEMENT dated December 30, 2015 is by and between the County of Saratoga, a municipal corporation duly organized under the laws of the State of New York, with a principal office for the place of business at 40 McMaster Street, Ballston Spa, New York 12020 ("County") and Luther Forest Technology Campus Economic Development Corporation with an address of 519 Broadway, Saratoga Springs, New York 12866 ("LFTCEDC").

WITNESSETH:

WHEREAS, the Town of Malta ("Town") owns certain property within the Luther Forest Technology Campus (the "Campus") which is used as roadways within the Campus (the "Malta Roads"); and

WHEREAS, LFTCEDC maintains the Malta Roads pursuant to agreement between the Town and LFTCEDC; and

WHEREAS, the County is willing to accept a conveyance from the Town of the Malta Roads as part of the effort to develop the Campus and create partnerships between the parties hereto; and

WHEREAS, the County and LFTCEDC wish to set forth their understanding with respect to the future ownership, maintenance and repair of the Malta Roads;

NOW THEREFORE, for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Ownership of Malta Roads. The County will accept a conveyance from the Town of that portion of the Malta Roads as is depicted on Schedule A hereto (the "Transferred Roads"). For purposes of this Agreement and the transfer described herein, the so-called Connector Road (Luther Forest Boulevard Extension in the Town of Malta) shall be included in the definition of Transferred Roads and shall be transferred to the County by the Town. The description of the Connector Road is included in the description contained at Schedule A. Any remaining right of way or roadway not transferred by the Town to the County will remain in the ownership of the Town and will be the subject of a separate agreement between the Town and LFTCEDC. The parties hereby acknowledge that a majority of the former 52.60 acre parcel of land in the southwest area of the Road and Utility Corridor Consolidation Map by C.T. Male Associates, Drawing No. 15-630, now shown as Lot 1 and Lot 2, will remain in the Town's ownership as the land is wetland mitigation area.

2. Maintenance of Transferred Roads.

a. The parties hereto have agreed to the terms of that certain LFTC Site Roads Maintenance Jurisdiction Plan dated 12/21/15, prepared by Creighton Manning (hereafter "MJP") attached as Exhibit 1 hereto and which forms a binding part of this Agreement. The MJP shall be filed in the County Clerk's Office with the deed for the Transferred Roads. Wherever "maintenance" is stated in this Agreement, it shall mean maintaining, repairing and replacing said feature.

b. The County agrees that once the conveyance of the Transferred Roads has been completed, the County will undertake maintenance and upkeep of standard road features on the Transferred Roads. These features and areas to be maintained by the County are shown in green on the MJP. These features shall include:

Roadway sections between curbs including: pavement, striping and MUTCD signs within these boundaries

Roadway sections with shoulders (and no curbs) including: pavement, striping, and MUTCD signs within these boundaries

Closed stormwater drainage systems under roadways to daylight

Bridges/culverts including two on Stonebreak Road Extension and two on Luther Forest Boulevard

Control of snow and ice on the roadways

Traffic signal at intersection of Stonebreak Road Extension and Luther Forest Boulevard.

c. LFTCEDC shall undertake maintenance and upkeep of non-standard features of the Transferred Roads. These features and areas are shown in red on the MJP. These features shall include:

Medians, including striping, landscaping, signage and lights

Non-MUTCD signs, including local street name signage

Shoulder sections beyond the paved wing curb

All lighting, including-electrical usage charges and fees

Stormwater drainage system from closed system daylight to highway boundary

Stormwater treatment areas, collection areas, and wetland areas

Sidewalks and all multi-use paths

Roundabout splitter islands

Control of snow and ice on the sidewalks and multi-use paths

All curb maintenance/replacement (excluding paved wing curbs)

Bike railing

Roundabouts except pavement between curbing and MUTCD signage

Roundabout truck aprons

Stamped asphalt and pavers

Pavement staining and painting

Grass, plantings, trees and landscaping

Mowing and trimming

Fencing

Open swales and ditches

Crosswalks and associated equipment and markings

Local street name signage

All other non-standard County road features not noted above.

All areas beyond eight (8) feet from the paved shoulders of the Transferred Roads.

All amounts expended by LFTCEDC to maintain, repair and replace all non-standard features and areas shall be deemed to be in the nature of a HOST BENEFIT CONTRIBUTION paid by LFTCEDC to the County in satisfaction of the conditions set forth in Resolutions 199-2015 and 217-2015 of the Saratoga County Board of Supervisors.

d. LFTCEDC will accept a transfer of all utility accounts established for street lights and traffic signals from the Town. In the event a utility provider will not permit such transfer to LFTCEDC, the County will accept the transfer of the utility account into the County's name, and LFTCEDC shall reimburse the County for all such utility charges within thirty (30) days of LFTCEDC's receipt of an invoice from the County for such utility charges.

3. Representations. LFTCEDC and the County represent and warrant to one another as follows:

(a) **AUTHORITY.** LFTCEDC and the County each has full right, power and authority to make, execute, deliver and perform this Agreement in accordance with the terms and provisions of

this Agreement. This Agreement when executed and delivered by LFTCEDC and the County will constitute a valid and binding agreement of the parties, enforceable against each of them in accordance with the terms hereof.

(b) **NO ACTIONS.** There are no actions or proceedings instituted, pending or, to the best of either party's knowledge, threatened before any court, administrative agency or arbitrator against LFTCEDC, the County or the Transferred Roads relating to LFTCEDC's or the County's execution and performance of this Agreement.

(c) **OTHER REQUIREMENTS.** There are no consents required to consummate the transactions contemplated hereunder which must be obtained from third parties for this transaction to be validly completed.

4. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action brought under this agreement, or to interpret the terms of this agreement, shall be brought in New York State Supreme Court, Saratoga County.

5. **Entire Agreement; Authority.** This Agreement and exhibits incorporated herein by reference shall constitute the entire agreement between the parties hereto relating to the maintenance of the Transferred Roads and supercedes all prior or other agreements and representations in connection with such conveyance, and shall not be modified except by an instrument, in writing, signed by the parties hereto. There are no representations, warranties or conditions other than those expressly set forth herein.

6. **Survival.** This Agreement and all obligations of the parties hereunder shall survive any conveyance of title as contemplated herein and upon such conveyance, there shall be no merger of the terms or requirements and obligations with any instrument of conveyance and the same and shall continue to bind the parties hereto until all of such provisions have been complied with fully and completely.

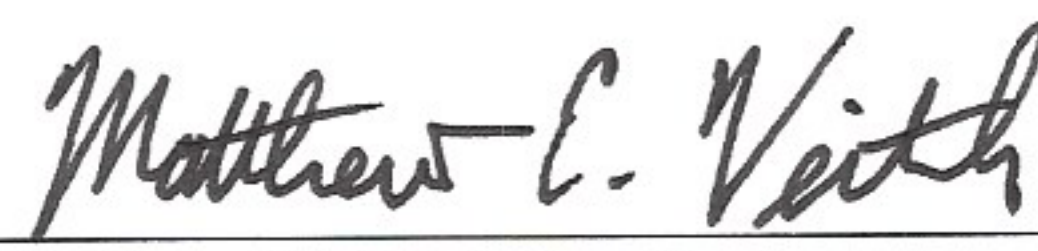
7. **Severability.** In the event any provision of this Agreement is held by a court of other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they begin negotiations for a suitable replacement provision.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

Approved as to Form and Content:

County of Saratoga


Saratoga County Attorney

By: 
Matthew E. Veitch, Chairman
Saratoga County Board of Supervisors
Pursuant to Resolutions 199-2015 and 217-2015

Luther Forest Technology Campus EDC

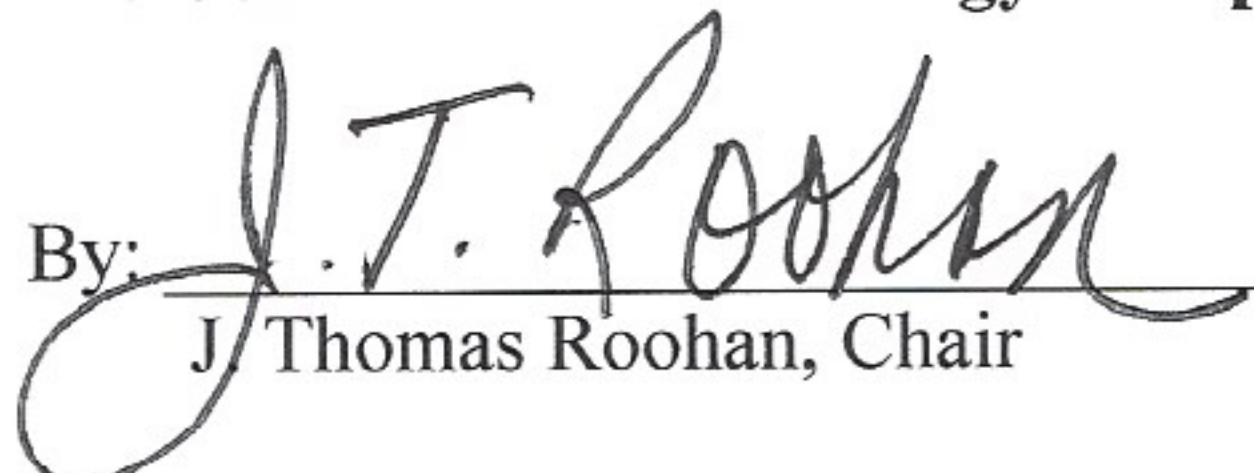
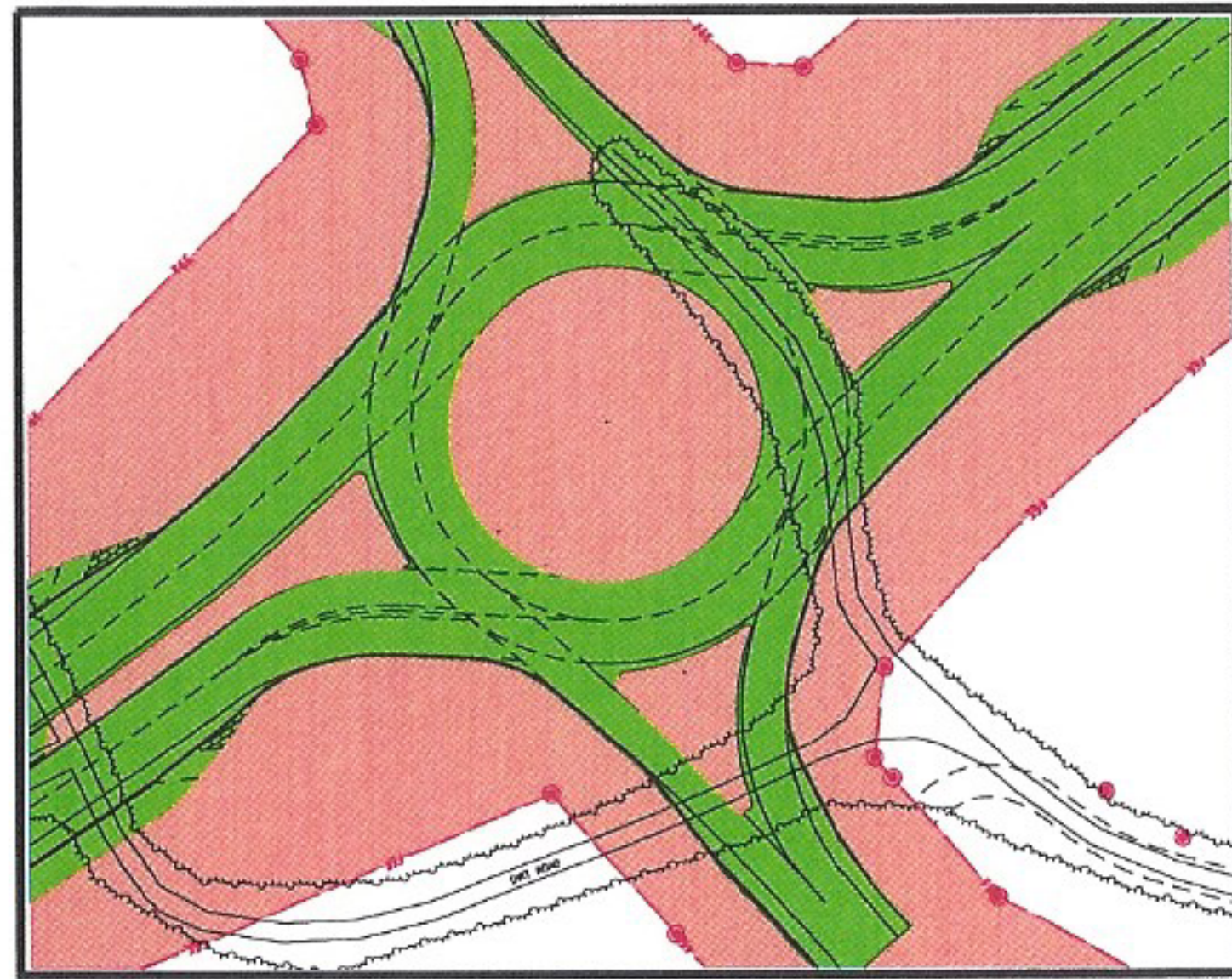
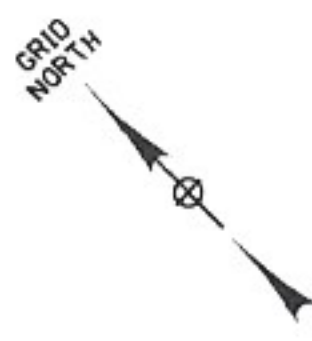
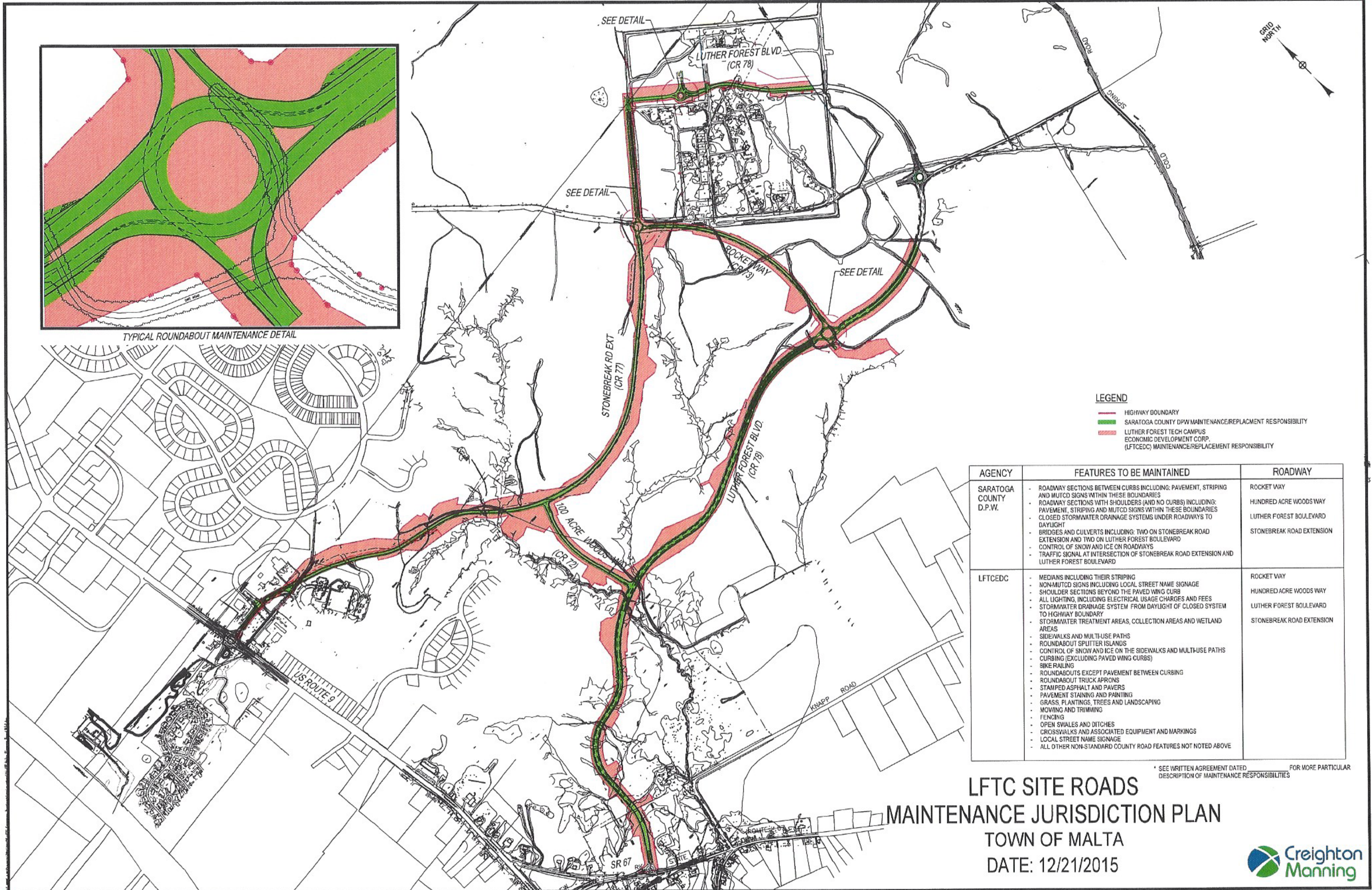
By: 
J. Thomas Roohan, Chair

EXHIBIT 1

**LFTC SITE ROADS
MAINTENANCE JURISDICTION PLAN
DATED 12/21/2015
Prepared by Creighton Manning**



TYPICAL ROUNDABOUT MAINTENANCE DETAIL



LEGEND

- HIGHWAY BOUNDARY
- SARATOGA COUNTY DPW MAINTENANCE/REPLACEMENT RESPONSIBILITY
- LUTHER FOREST TECH CAMPUS ECONOMIC DEVELOPMENT CORP. (LFTCEDC) MAINTENANCE/REPLACEMENT RESPONSIBILITY

AGENCY	FEATURES TO BE MAINTAINED	ROADWAY
SARATOGA COUNTY D.P.W.	<ul style="list-style-type: none"> - ROADWAY SECTIONS BETWEEN CURBS INCLUDING: PAVEMENT, STRIPING AND MUTCD SIGNS WITHIN THESE BOUNDARIES - ROADWAY SECTIONS WITH SHOULDERS (AND NO CURBS) INCLUDING: PAVEMENT, STRIPING AND MUTCD SIGNS WITHIN THESE BOUNDARIES - CLOSED STORMWATER DRAINAGE SYSTEMS UNDER ROADWAYS TO DAYLIGHT - BRIDGES AND CULVERTS INCLUDING: TWO ON STONEBREAK ROAD EXTENSION AND TWO ON LUTHER FOREST BOULEVARD - CONTROL OF SNOW AND ICE ON ROADWAYS - TRAFFIC SIGNAL AT INTERSECTION OF STONEBREAK ROAD EXTENSION AND LUTHER FOREST BOULEVARD 	ROCKET WAY HUNDRED ACRE WOODS WAY LUTHER FOREST BOULEVARD STONEBREAK ROAD EXTENSION
LFTCEDC	<ul style="list-style-type: none"> - MEDIANS INCLUDING THEIR STRIPING - NON-MUTCD SIGNS INCLUDING LOCAL STREET NAME SIGNAGE - SHOULDER SECTIONS BEYOND THE PAVED WING CURB - ALL LIGHTING, INCLUDING ELECTRICAL USAGE CHARGES AND FEES - STORMWATER DRAINAGE SYSTEM FROM DAYLIGHT OF CLOSED SYSTEM TO HIGHWAY BOUNDARY - STORMWATER TREATMENT AREAS, COLLECTION AREAS AND WETLAND AREAS - SIDEWALKS AND MULTI-USE PATHS - ROUNDABOUT SPLITTER ISLANDS - CONTROL OF SNOW AND ICE ON THE SIDEWALKS AND MULTI-USE PATHS - CURBING (EXCLUDING PAVED WING CURBS) - BIKE RAILING - ROUNDABOUTS EXCEPT PAVEMENT BETWEEN CURBING - ROUNDABOUT TRUCK APRONS - STAMPED ASPHALT AND PAVERS - PAVEMENT STAINING AND PAINTING - GRASS, PLANTINGS, TREES AND LANDSCAPING - MOVING AND TRIMMING - FENCING - OPEN SWALES AND DITCHES - CROSSWALKS AND ASSOCIATED EQUIPMENT AND MARKINGS - LOCAL STREET NAME SIGNAGE - ALL OTHER NON-STANDARD COUNTY ROAD FEATURES NOT NOTED ABOVE 	ROCKET WAY HUNDRED ACRE WOODS WAY LUTHER FOREST BOULEVARD STONEBREAK ROAD EXTENSION

* SEE WRITTEN AGREEMENT DATED [] FOR MORE PARTICULAR DESCRIPTION OF MAINTENANCE RESPONSIBILITIES

**LFTC SITE ROADS
MAINTENANCE JURISDICTION PLAN
TOWN OF MALTA
DATE: 12/21/2015**



ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into as of the ____ day of October, 2022 (this “Agreement”) by and between LUTHER FOREST TECHNOLOGY CAMPUS EDC, a New York not-for-profit corporation (“Assignor”), and GLOBALFOUNDRIES U.S., INC., a Delaware corporation (“Assignee”). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in that certain Asset Purchase Agreement dated as of May 2, 2022 by and between Assignor and Assignee (the “Purchase Agreement”).

WITNESSETH:

WHEREAS, Assignor desires to assign its rights, titles, interests and obligations in, to and under that certain agreement between the Assignor and Saratoga County dated as of December 30, 2015 (the “County Agreement”) to Assignee as set forth herein, and Assignee desires to assume such rights, titles, interests and obligations in, to and under the County Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns and conveys to Assignee for the benefit of Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the County Agreement.

2. Assumption. Assignee hereby accepts the assignment and conveyance of the County Agreement by Assignor pursuant to paragraph 1 above and does hereby assume, and undertake and agree to hereafter pay, perform and discharge in accordance with its terms any and all of the liabilities, obligations and commitments of Assignor relating to the County Agreement.

3. Benefit of the Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, shall confer on any person or entity other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, including any third party beneficiary rights.

4. Headings. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York without giving effect to conflict of law provisions thereof.

6. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (including delivery by facsimile, electronic mail (.pdf) or other electronic transmission or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

7. Purchase Agreement. This Agreement is subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Agreement in accordance with the terms of the Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, enlarge, limit or modify any of the obligations, agreements, covenants, or warranties of the parties contained in the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement as of the date first above written.

LUTHER FOREST TECHNOLOGY CAMPUS
EDC

By: J. Thomas Roohan, Chair

GLOBALFOUNDRIES U.S., INC.

By:

Consent is granted to this Assignment and Assumption Agreement by Saratoga County

By: _____
Chair, Board of Supervisors



SARATOGA COUNTY

AGENDA ITEM REQUEST FORM

TO: Steve Bulger, County Administrator
Ridge Harris, Deputy County Administrator
Michael Hartnett, County Attorney
Therese Connolly, Clerk of the Board
Stephanie Hodgson, Director of Budget

CC: Jason Kemper, Director of Planning and Economic Development
Bridget Rider, Deputy Clerk of the Board
Matt Rose, Management Analyst
Clare Giammusso, County Attorney's Office
Audra Hedden, County Administrator's Office

DEPARTMENT: Department of Public Works

DATE: 10/14/22

COMMITTEE: Public Works

RE: Authorize a 1-year agreement with County Waste and Recycling Service, Inc.

1. Is a Resolution Required:

Yes, Contract Approval

2. Proposed Resolution Title:

Authorize a 1-year agreement with County Waste and Recycling Service, Inc.

3. Specific Details on what the resolution will authorize:

The resolution will authorize a 1-year agreement with County Waste and Recycling Service, Inc. with three (3) 1-year renewal options for the transportation, processing and recovery of recyclables and scrap metal from the recycling centers in the Towns of Clifton Park, Corinth, Moreau, the City of Saratoga Springs and the Town of Edinburg Highway Garage.

This column must be completed prior to submission of the request.

County Attorney's Office
Consulted

4. Is a Budget Amendment needed: YES or NO
 If yes, budget lines and impact must be provided.
 Any budget amendments must have equal and offsetting entries.

County Administrator's Office
 Consulted

Please see attachments for impacted budget lines.
 (Use ONLY when more than four lines are impacted.)

Revenue

Account Number	Account Name	Amount

Expense

Account Number	Account Name	Amount

Source of Revenue

Fund Balance	State Aid	Federal Aid	Other

5. Identify Budget Impact:

--

- a. G/L line impacted
- b. Budget year impacted
- c. Details

6. Are there Amendments to the Compensation Schedule?

YES or NO (If yes, provide details)

a. Is a new position being created? Y N

Effective date

Salary and grade

b. Is a new employee being hired? Y N

Effective date of employment

Salary and grade

Appointed position:

Term

c. Is this a reclassification? Y N

Is this position currently vacant? Y N

Is this position in the current year compensation plan? Y N

7. Does this item require hiring a Vendors/Contractors: Y N

a. Were bids/proposals solicited: Y N

b. Type of Solicitation **BID**

c. Is the vendor/contractor a sole source: Y N

d. If a sole source, appropriate documentation has been submitted and approved by Purchasing Department? Y N N/A

e. Commencement date of contract term: **January 1, 2023**

f. Termination of contract date: **December 31, 2023**

g. Contract renewal and term: **three (3) 1-year renewal options**

h. Contact information: **County Waste and Recycling Service, Inc.
1927 Route 9, PO Box 431
Clifton Park, NY 12065**

i. Is the vendor/contractor an LLC, PLLC or partnership: **No**

j. State of vendor/contractor organization: **NY**

k. Is this a renewal agreement: Y N

l. Vendor/Contractor comment/remarks:

Human Resources Consulted

Purchasing Office Consulted

8. Is a grant being accepted: YES or NO

County Administrator's Office Consulted <input type="checkbox"/>

- a. Source of grant funding:
- b. Agency granting funds:
- c. Amount of grant:
- d. Purpose grant will be used for:
- e. Equipment and/or services being purchased with the grant:
- f. Time period grant covers:
- g. Amount of county matching funds:
- h. Administrative fee to County:

9. Supporting Documentation:

- Marked-up previous resolution
- No Markup, per consultation with County Attorney
- Program information summary
- Copy of proposal or estimate
- Copy of grant award notification and information
- Other _____

10. Remarks:

Precedent resolution: 252 of 2018

County Waste and Recycling Service, Inc. was the only bidder.

REQUEST FOR PROPOSALS



RECYCLABLES TRANSFER STATIONS

RECYCLABLES TRANSPORTATION, PROCESSING & RECOVERY

RFP-22-PWRPR-1

SARATOGA COUNTY, NEW YORK

The Saratoga County Department of Public Works issues this RFP in order to solicit and accept proposals for (1) the placement of appropriate containers for the receipt of single stream recyclable materials and (2) separately for the receipt of scrap metal, and (3) the removal and transportation of such single stream recyclables and such scrap metal to approved processing and recovery facilities, with such service provided as specified herein for the following transfer stations:

Clifton Park Recycling Center, 217 Vischer Ferry Road, Rexford, NY

Corinth Recycling Center, 115 Heath Road, Corinth, NY

Edinburg Town Highway Garage, 55 Military Road, Edinburg, NY

Milton Recycling Center, 6010 County Farm Road, Ballston Spa, NY

Moreau Recycling Center, 1545 Route 9, South Glens Falls, NY

Saratoga Springs Recycling Center, 41 Weibel Avenue, Saratoga Springs, NY

Sealed proposals, one (1) clearly marked original, two (2) copies, and one (1) electronic copy on USB drive (pdf format is preferred) must be submitted on or before October 11, 2022 at 5:00 pm EST to John Warmt, Saratoga County Director of Purchasing, 50 West High Street, Ballston Spa, NY 12020.

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- 6.5 RF-5 Amounts for Services Specified

APPENDIX 7.1 NYSDEC Part 360 Registrations

1.0 GENERAL INFORMATION

1.1 Summary of County Initiative

The County of Saratoga is currently under contract with County Waste and Recycling Services, Inc. until December 31, 2022 for recyclables transportation, processing and recovery for single stream recyclable materials and scrap metal from five (5) town/city transfer stations and one (1) town highway garage. The County intends to maintain this service and is therefore accepting proposals from qualified recycling/scrap metal businesses. The new service contract will be effective **January 1, 2023**

1.2 Legal Authority

The County is issuing this RFP pursuant to the direction of the Board of Supervisors' Public Works Committee and in conformance with Section 104 of New York State General Municipal Law and the Saratoga County Purchasing Policy and Procedure. The NYSDEC Registrations for each facility are included at Appendix 7.1.

1.3 Facilities Descriptions

This RFP is for service to the five (5) County recyclables transfer stations [recycling centers] and one (1) town highway garage, as listed below:

Clifton Park Recycling Center, 217 Vischer Ferry Road, Rexford, NY

Corinth Recycling Center, 115 Heath Road, Corinth, NY

Edinburg Town Highway Garage, 55 Military Road, Edinburg, NY

Milton Recycling Center, 6010 County Farm Road, Ballston Spa, NY

Moreau Recycling Center, 1545 Route 9, South Glens Falls, NY

Saratoga Springs Recycling Center, 41 Weibel Avenue, Saratoga Springs, NY

Each of the transfer stations was established to receive recyclables from residents with that material transported by the residents to the transfer station. For the Corinth Recycling Center, recyclables collected at roadside by two neighboring towns are also delivered via town recycling trucks to the Corinth recycling Center.

Each of the transfer stations contains:

- 3 covered, grade separated bays for standard 30-56 cu yd open top roll off containers.
- 1 open, grade separated bay for standard 30-40 cu yd open top roll off container.
- 1 open, grade separated bay for standard 30-40 cu yd or for a short sided 15-20 cu yd open top roll off container.
- Concrete pad with 1-2 roll off containers and for Clifton Park, 1 front load container for boxboard].

Among the transfer stations, there are minor variations in the size of containers and the height of the grade separations for the scrap metal containers.

All transfer stations accept recyclable materials in a single stream form. None of the single stream recyclable material is accepted in plastic bags.

Each of the transfer stations has an excellent configuration for receipt of single stream recyclables and scrap metal. The three covered grade separated bays are used for the single stream recyclables from households, which provides an easy drop off for residents and protection from the elements. Having three places at each station for single stream material provides flexibility for the operations. The open grade separated bays work well for scrap metal, which does not require protection from the elements. The additional concrete pads at each station provide additional flexibility for staging items such as appliances with coolants, automotive batteries, and propane tanks.

The Towns of Clifton Park, Corinth, Moreau, and the City of Saratoga Springs operate the recyclables transfer stations under agreements with the County. The Town of Edinburg will continue to operate their drop off at the town highway garage. The County will continue to operate the recyclables transfer station at Milton.

1.4 Criteria For Award

The County shall consider the following in selecting a proposal to provide transfer stations services:

- **Monthly records for 2019, 2020, and 2021 of the revenue the Respondent has received for the sale of single stream recyclables, by each component comprising single stream recyclables including, at a minimum, newsprint, corrugated cardboard, magazines, dry food boxes, high grade paper, metal containers, clear glass, brown glass, green glass, #1 plastics, #2 plastics, #3 plastic, #4 plastics, #5 plastics, #6 plastics, and mixed scrap metal.** This 3 year "look-back" demonstrates the Respondent's performance in the market. The contract with the successful Respondent will provide for payment to the County based on the average revenue for mixed single stream recyclables and mixed scrap metal for the immediately preceding month, net of the proposed processing charge, residue disposal charge, and transportation charge.
- Proposed per ton charge to the County for processing single stream recyclables.
- Proposed per pull charges the County for transportation of recyclables and scrap metal.
- Per ton charge for residue disposal.
- Experience with processing single stream recyclables.
- Experience with processing scrap metal.
- Transportation experience.
- Track record of regulatory compliance.
- Financial standing of the respondents.
- Other factors the County may deem relevant.

1.5 Term

The term of service shall be from **January 1, 2023 through December 31, 2024, with three (3), one (1) year extensions** upon written agreement of both parties. The County may terminate service upon 90 days prior notice.

1.6 Schedule (approximate)

- Issuance of RFP **September 19, 2022**
- Sealed Proposals Due **October 11, 2022**
- Award **October 28, 2022**
- Start Work **January 1, 2023**

1.7 Addenda and Amendments

Any modifications to the RFP by the County shall be made no later than **October 6, 2022** and such modifications, if any, shall be posted on the Empire State Purchasing Group Website:

<http://www.empirestatebidsystem.com/Saratoga-County.asp?AgencyID=2439&PageType=open>

If any respondent wishes to receive direct email notice of an addenda or amendment the respondent shall notify the Saratoga County Purchasing Director, iwarmt@saratogacountyny.gov, with an email copy to tspeziale@saratogacountyny.gov, no later than **October 5, 2022**.

1.8 Minority and Women Owned Business Enterprises

The County encourages Minority and Women Owned Business Enterprises as certified by the State of New York to participate in the competitive RFP process.

1.9 Volume of Recyclables and Scrap Metal

The volume of recyclables and scrap metal received at each of the five transfer stations and the town highway garage are shown in tons for 2021 in the table below.

Commodity	Clifton Park	Corinth	Edinburg	Milton	Moreau	Saratoga Springs
Scrap Metal	331.7	131.42	61.02	180.62	197.5	290.26
Single Stream	816.29	331.60	12.32	167.74	347.14	568.90

2.0 SCOPE OF SERVICES

2.1 Services To Be Provided

The successful respondent shall be responsible for all aspects of the work specified herein for service to the County recyclables transfer stations listed in Section 1.3 herein. Respondents must submit a proposal for ALL the recyclables transfer stations listed in Section 1.3 herein.

2.1.1 Single Stream Recyclables

For each of the five recyclables transfer stations and the town highway garage, the following services will be the responsibility of the successful respondent:

- Provision and placement of suitably sized roll off containers [30-56 cubic yard] in each of the 3 bays designated at each station for single stream recyclables.
- Tarping of full containers prior to removal and transportation.
- Removal of such containers either upon the schedule established by the local municipality or within 24 hours of notification from the local municipality, or the County.
- Replacement of all full containers with compliant empty containers.
- Clean up of any all litter resulting from the delivery and removal of the roll off containers.
- Cleaning and maintenance of all roll off containers to maintain an orderly appearance.
- Delivery of all single stream recyclables to a processing facility approved by the County which is equipped to separate and process, as necessary, the single stream recyclables for delivery to a reuse or remanufacturing facility.
- Submission to the County of a certified scale record for each container of single stream recyclables.
- Submission to the County of a specification for allowable contamination within the single stream recyclable material. Such written specification shall be included as provided on Required Form RF-5 herein.
- Payment to the County on a per ton basis for all single stream recyclables.
- Provision of and payment for all necessary equipment, supplies, tools, fuel, fuel surcharges, taxes, fees, utilities, tolls, insurance, inspections, certifications, licensing, permits and permit fees, fines, penalties or other charges for violations of any form, maintenance of all equipment, repair of the transfer stations for damage caused by the contractor, maintenance contracts, service contracts, and any and all other items necessary to satisfactorily complete all the requirements herein.

2.1.2 Scrap Metal

For each of the five recyclables transfer stations and the town highway garage, the following services will be the responsibility of the successful respondent:

- Provision and placement of suitably sized roll off containers in each of the 2 bays designated at each station for scrap metal.
- Tarping of full containers prior to removal and transportation, if required by law or regulation.
- Removal of such containers either upon the schedule established by the local municipality or within 24 hours of notification from the local municipality, or the County.
- Replacement of all full containers with compliant empty containers.
- Clean up of any all litter resulting from the delivery and removal of the roll off containers.
- Cleaning and maintenance of all roll off containers to maintain an orderly appearance.
- Delivery of all scrap metal to a processing facility approved by the County and which is equipped to separate and process, as necessary, the scrap metal for delivery to a reuse or remanufacturing facility.
- Submission to the County of a certified scale record for each container of scrap metal.
- Submission to the County of a specification for allowable contamination within the scrap metal. Such written specification shall be included as provided on Required Form RF-5 herein.
- Payment to the County on a per ton basis for all scrap metal.
- Provision of and payment for any and all necessary equipment, supplies, tools, fuel, fuel surcharges, taxes, fees, utilities, tolls, insurance, inspections, certifications, licensing, permits and permit fees, fines, penalties or other charges for violations of any form, maintenance of all equipment, repair of the transfer stations for damage caused by the contractor, maintenance contracts, service contracts, and any and all other items necessary to satisfactorily complete all the requirements herein.

2.1.3 Edinburg Highway Garage

- Provision and placement of suitably sized roll off containers for the receipt of scrap metal and cardboard.
- Tarping of full containers prior to removal and transportation, if required by law or regulation.

- Removal of such containers either upon the schedule established by the local municipality or within 24 hours of notification from the local municipality, or the County.
- Replacement of all full containers with compliant empty containers.
- Clean up of any all litter resulting from the delivery and removal of the roll off containers.
- Cleaning and maintenance of all roll off containers to maintain an orderly appearance.
- Delivery of all scrap metal and cardboard to processing facilities approved by the County which is equipped to separate and process, as necessary, the scrap metal and cardboard for delivery to a reuse or remanufacturing facility.
- Submission to the County of a certified scale record for each container of scrap metal and for each container of cardboard.
- Submission to the County of a specification for allowable contamination within the scrap metal and cardboard. Such written specification shall be included as provided on Required Form RF-5 herein.
- Payment to the County on a per ton basis for all scrap metal and cardboard.
- Provision of and payment for all necessary equipment, supplies, tools, fuel, fuel surcharges, taxes, fees, utilities, tolls, insurance, inspections, certifications, licensing, permits and permit fees, fines, penalties or other charges for violations of any form, maintenance of all equipment, repair of the transfer stations for damage caused by the contractor, maintenance contracts, service contracts, and any and all other items necessary to satisfactorily complete all the requirements herein.

2.2 Scale Operations and Reporting

The successful respondent shall utilize the certified weigh scales for all materials collected from the transfer stations and the town highway garage. The successful respondent shall provide for certification of the scales every four months and shall provide written verification to the County. The successful respondent shall provide the County unrestricted access to the scales at any time requested by the County in order to verify proper scale calibration and operation.

2.3 Operating Equipment

It shall be the sole responsibility of the successful respondent to provide, operate and maintain all the equipment and vehicles necessary to complete the work specified under this bid.

2.4 Transfer Stations Buildings & Roadways

The successful respondent shall be responsible for repairing any and all damage to the buildings and roadways caused by the successful respondent.

2.5 Record Keeping and Reporting to County

With respect to the services specified herein, the successful respondent shall be responsible for keeping all necessary records, compliance with all applicable laws, rules and regulations, and for all regulatory reporting and interaction and response to all regulatory matters. All such records shall be made available to the County for review at any time. The successful respondent shall submit written annual reports to the County summarizing all such information.

2.6 Days and Hours of Operation

The transfer station operating hours, which may be modified by the County, are listed below:

LOCATION	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Clifton Park	Closed	7am-5:30pm	7am-11am	7am-5:30pm	8am-4pm	8am-4pm	Closed
Corinth	Closed	8am-4pm	8am-4pm	8am-4pm	8am-4pm	8am-4pm	Closed
Edinburg	Closed	Closed	Closed	Closed	9am-3pm	9am-3pm	Closed
Milton	Closed	8am-4pm	8am-4pm	8am-4pm	8am-4pm	8am-4pm	Closed
Moreau	7:30am-3:45 pm	7:30am-3:45 pm	Closed	7:30am-3:45pm	7:30am-3:45pm	7:30am-3:45pm	Closed
Saratoga Springs	Closed	8am-3:45pm	8am-3:45pm	8am-3:45pm	8am-3:45pm	8am-3:45pm	Closed

2.7 Regulatory Compliance

For the services specified herein, the successful respondent shall be solely and totally responsible for compliance with all applicable laws, rules and regulations, for compiling all necessary records and reports, and for all necessary interaction with regulatory agencies.

The successful respondent will include a description of regulatory compliance activities, including copies of all correspondence to and from all regulatory agencies, in its annual reports to the County.

2.8 Prevailing Wages

All proposals shall include at a minimum the payment of prevailing wages, as set forth by the NYS Department of Labor [NYSDOL], for all work specified herein. Please refer to the NYSDOL Prevailing Rate Case Number [PRC#] **2022900946**. The applicable prevailing wage schedule may be viewed at the NYS DOL website www.labor.state.ny.us, or by inspection at the County Department of Public Works, 3654 Galway Road, Saratoga Springs, NY 12020. All the requirements of the NYSDOL will be made part of the final contract with the successful respondent and the successful respondent shall be required to comply with all the requirements of the NYSDOL.

3.0 INSTRUCTIONS TO BIDDERS

3.1 Sites Visits

The five recyclables transfer stations and town highway garage will be available for inspection by prospective respondents during operating hours from **September 26, 2022 through October 5, 2022**. Prior notice by the prospective respondent to the County is required by telephone to **The Saratoga County Department of Public Works** at 518-885-2235.

3.2 Respondent's Due Diligence

It shall be the sole responsibility of each prospective respondent to complete whatever research and investigation they deem necessary or desirable related to the services specified herein. No information contained herein, nor any information provided by or available from the County, shall relieve any respondent from any risk or from fulfilling all the requirements set forth herein.

3.3 Respondent's Costs

Any and all costs incurred for the preparation of a proposal, including but not limited to site visits, preparation of costs estimates, preparation of engineering evaluations, phone calls, consultation with regulators, completion of proposal forms, and any and all matters related

to the submission of a proposal shall be the sole responsibility of the prospective respondent. The County accepts no responsibility in this regard.

3.4 Questions and Clarifications

Any questions or clarifications sought by a prospective respondent shall be made in writing to the Saratoga County Purchasing Director, jwarmt@saratogacountyny.gov, with an email copy to tspeziale@saratogacountyny.gov, no later than October 4, 2022.

3.5 Confidential Information

All information submitted in response to this RFP shall be governed by the NYS Freedom of Information Law [FOIL] and shall be presumed to be public information. If a respondent believes that certain information submitted is exempt from the NYS FOIL, the respondent may submit a request to the Saratoga County Attorney specifically identifying that information in the proposal believed to be exempt as well as the specific basis for such an exemption under the law. The Saratoga County Attorney shall decide whether or not the request for exemption can be approved. The County shall assume no liability for the public disclosure of information submitted that is deemed not to qualify for exemption from disclosure.

3.6 Submission of Proposals

3.6.1 Deadline and Location for Submission

Sealed proposals must be submitted and received on or before **Tuesday, October 11, 2022** at 5:00 pm EST to John Warmt, Saratoga County Director of Purchasing, 50 West High Street, Ballston Spa, NY 12020.

3.6.2 Performance Bond

The successful respondent shall be required to submit a performance bond with their executed contract which shall be renewed as required and shall remain in effect through the term of the contract and any such period the contract is extended. The bond shall be in the amount of \$185,000.00.

3.6.3 Required Forms

Each respondent shall complete and submit one (1) original, two (2) copies and one e-copy of each of the following forms listed below and attached hereto:

-
- RF-1 Statement of Qualifications and Experience
- RF-2 Non-Collusive Bidding Certification
- RF-3 Commitment of Indemnification and Insurance
- RF-4 Certificate of Compliance with Iran Divestment Act
- RF-5 Amounts for Services Specified

3.6.4 Required Information

Each respondent shall submit monthly records for 2019, 2020, and 2021 of the revenue it has received for the sale of single stream recyclables, by each component comprising single stream recyclables including, at a minimum newsprint, corrugated cardboard, magazines, dry food boxes, high grade paper, metal containers, clear glass, brown glass, green glass, #1 plastics, #2 plastics, #3 plastic, #4 plastics, #5 plastics, #6 plastics, and mixed scrap metal.

4.0 COUNTY'S RIGHTS

It shall be the sole right and responsibility for the County to determine the acceptability of the experience and qualifications of the respondents as one of the criteria for the award. The County reserves the right to make such investigations it deems necessary to determine the ability and capacity of the respondents to perform the work and fully satisfy all the requirements herein. Respondents will be expected to furnish such additional information requested by the County to make an evaluation of qualifications and experience.

The County reserves the right to consider modifications to the requirements herein.

The County reserves the right to reject all proposals.

5.0 PAYMENT FOR SERVICES

The contract between the County and the successful Respondent will provide for a monthly transaction based on the following:

1. A payment to the County based on the monthly average revenue for single stream recyclables. The contract with the successful Respondent will provide for this payment to the County based on the average revenue for mixed single stream recyclables and mixed scrap metal for the immediately preceding month. **The average revenue for mixed single stream recyclables shall include each component comprising single stream recyclables including, at a minimum, newsprint, corrugated cardboard, magazines, dry food boxes, high grade paper, metal containers, clear glass, brown glass, green glass, #1 plastics, #2 plastics, #3 plastic, #4 plastics, #5 plastics, #6 plastics.**
2. A payment to the County based on the monthly average revenue for mixed scrap metal. The contract with the successful Respondent will provide for this payment to the County based on the average revenue for mixed scrap metal for the immediately preceding month.
3. A charge to the County for processing.
4. A charge to the County for transportation of single stream recyclables.

5. A charge to the County for transportation of mixed scrap metal.

Reconciliation and payment of the amount due to the County or the amount due to the successful respondent shall be done on a monthly basis, within 30 days of the end of each month.

6.0 REQUIRED FORMS

See following pages

6.1 REQUIRED FORM RF-1

STATEMENT OF QUALIFICATIONS AND EXPERIENCE

Each respondent shall provide a written summary of qualifications to perform the specified services. A minimum of three (3) references shall be provided.

Company Name County Waste & Recycling Service, Inc.

Company Representative Name Dawn Palmieri

Address 1927 Route 9, PO Box 431
Clifton Park, NY 12065

Email Address DawnR@wcnx.org

Phone 518-877-2308

Emergency Contact:

Name Mike Doyle

Cell Phone 208-932-3156

Email michael.Doyle@wasteconnections.com

References [company name, contact, phone and email]

1. NYS Thruway Authority

Judith Wargo 518-436-2720

2. Sabic Innovative Plastics - GE

Jill 518-475-5685

3. The College of St. Rose

Patricia Buckley 518-458-5444

PLEASE ATTACH WRITTEN SUMMARY OF QUALIFICATIONS AND EXPERIENCE

**Invitation to Bid
for
Recyclables Transfer Stations
Recyclables Transportation, Processing & Recovery**

**Prepared for Saratoga County
50 West High Street
Ballston Spa, NY 12020**



**County Waste & Recycling Service, Inc
1927 Route 9, P.O. Box 431, Clifton Park, NY 12065
(518) 877-7007 / (518) 877-7337 – Fax**

Cover Letter

October 10, 2022

Saratoga County
Attn: John Warmt, Director of Purchasing
50 West High Street
Ballston Spa, NY 12020

RE: Trash Removal & Recycling Services

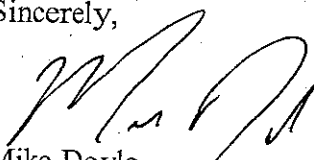
Dear Mr. Warmt:

County Waste & Recycling Service, Inc is pleased to propose the following response and pricing to Saratoga County for your Transfer Stations located at Clifton Park Recycling Center, Corinth Recycling Center, Edinburg Town Highway Garage, Milton Recycling Center, Moreau Recycling Center and Saratoga Springs Recycling Center.

Because of the changes in the local, national and international market place, we have been forced to charge a per ton fee for SSR. We will also no longer be offering a rebate on your SSR products.

I am the authorized person able to make representations on behalf of the company and to bind the company.

Sincerely,



Mike Doyle
District Manager

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Firms Qualifications

County Waste & Recycling Service, Inc. (County Waste) is pleased to submit an ITB for garbage Collection for the Village of Walden.

Name of Corporation: County Waste & Recycling Service, Inc.
Address: 1927 Route 9, P.O. Box 431, Clifton Park, NY 12065
Phone Number: (518) 877-7007
Website: www.county-waste.com
Date of Incorporation: July, 1990
Authorized Principals: Michael Doyle, District Manager

Company History

In April, 2011 County Waste was acquired by Waste Connections, Inc. (WCI) based in Houston, Texas. Waste Connections is the 3rd largest solid waste and recycling company in the US serving over 2 million residential, commercial and industrial customers in 31 states. With this change comes added financial and professional support for County Waste. However, Waste Connections has been, since its inception in 1997, a much decentralized company dedicated to operating each location as independently managed facilities. The company was founded on this decentralized philosophy which differentiates us from other National solid waste companies.

Organizations and community partnerships work when the company providing the service is staffed with individuals possessing strong management and technical skills, who are driven by the desire to deliver quality service to the community and the contracting agency. We are proud of the team we have.

The County Waste and Waste Connections corporate philosophy is based on the belief that the solid waste and recycling service business is a local business managed by professionals living and working in the communities we serve. WCI strives to provide service excellence for those communities that place their trust in our company and are always dedicated to putting our customers first. We look to technology and growth to help our customers, employees and shareholders "Connect with the Future". As a public company we have the resources to meet every customer's needs in a cost effective and environmentally compatible manner. We understand the markets, the philosophy and the unique needs of the customers we serve whether they be industry, commercial accounts, municipal jurisdictions or residential subscribers.

Waste Connections is traded on the NYSE exchange under the symbol WCN. The company's strategic objective is to build a leading solid waste services company in secondary markets focusing on customer service excellence and the utilization of improved technology to enhance efficiency within the markets we serve.

Both corporate wide and in Albany, we are committed to improving the environment for the future of the communities we live in and serve. We believe that our services play an integral part of improving the environment and are always mindful of having the most cost-effective waste management solutions for our customers. In addition, we are committed to the safety of our workers and have programs in place to continually upgrade our risk management and environmental policies.

Our ability to effectively and ethically operate has been driven by our emphasis on integrity since the inception of the Company. Integrity is imperative throughout the organization, not only in the financial and accounting arena but also in compliance with laws governing our employees, anti-trust and competitive practices. It also applies to our environmental track record as we work with regulators in a large number of states. We are committed to this value and continuously strive to have the systems in place to ensure the preservation of integrity.

Revenues in 2017 increased to \$5 billion from \$1.93 billion in 2013, as a result of organic growth in solid waste, plus increased E&P waste activity. Solid waste revenues increased 5.4%, primarily due to internal growth. Solid waste internal growth increased to 4.3% in 2014, from 3.1% in 2013. Pricing growth was 0.1 percentage points lower than in 2013, due to higher core prices offset by lower fuel, materials and environmental surcharges. Increases in landfill and hauling volumes contributed to total volume growth increasing to 2.1% in 2014 from 0.7% in 2013.

County Waste is the largest waste collection and recycling company in the Capital region, with operations in New York from Orange County north to Ticonderoga and East and West of the Hudson Valley. County Waste serves a greater number of residential and commercial customers located within the Albany Planning Unit (Albany, Rensselaer, Schenectady, and Saratoga Counties) than any other waste hauler.

Our company's customer base includes approximately 11,000 commercial and industrial customers and more than 180,000 residential customers. In addition to waste collection services, County Waste also operates two landfills, four transfer stations and two recycling facilities with three hundred and ninety full time employees.

County Waste serves the following counties in New York: Albany, Northern Columbia, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Saratoga, Orange County, Ulster County, Greene County, Columbia County, Warren County, Washington County, Fulton County and Northern Saratoga County.

Our largest recycle facility, Sierra Processing has operated in the area for over a decade. Additionally, we began operations of our new state-of the art single stream recycling facility near the Port of Albany in mid-October, 2010. The facility is the largest and most advanced processing plant of its kind in the Northeast USA. In December of 2012 the plant was expanded to double the capacity and to process commercial source separated material as well as commingled commercial recyclable material.

Waste Connections, Inc is a publicly traded corporation traded on the New York Stock Exchange under the symbol "WCN". County Waste is a wholly owned subsidiaries of Waste Connections, Inc. Waste Connections Dun and Bradstreet number is 799869474.

Mike Doyle currently services as the District Manager for County Waste & Recycling Service, Inc. Mike has worked in the solid waste industry since 2007. He began his career in Vancouver, Washington. It was in the Vancouver marketplace that Mike's interest in enhancing the customers experience was developed. Clark County was one of the fastest growing counties in the US; Mike was part of many re-routes and conversions to handle the rapid growth. Mike has worked in various roles with the company, including route driver, dispatcher, operations managers, and District Manager. Mike's last role before moving to upstate NY was District Manager in New England, overseeing a large hauling district, five transfer stations, working with 11 city contracts and two county contracts to assure we are meeting and exceeding their solid waste and recycling needs.

Duane Hromada currently serves as the Division Sales Manager for County Waste & Recycling Services, Inc for the past 7 years. Prior to County Waste, Duane worked for Safelite Auto Glass for 20+ years as a Regional Sales Manager. Duane has a B.S. in Business Management.

References

County Waste & Recycling Service, Inc is proud of the municipalities and schools that we serve and offer the following list of references for your evaluation:

Hudson Valley Community College

80 Vandenberg Ave

Troy, NY 12180

Patricia Gaston

518-629-4519

The College of St Rose

432 Western Ave

Albany, NY 12203

Patricia Buckley – Director of Purchasing

518-458-5444

Sabic Innovative Plastics-GE

1 Noryl Ave.

Glenmont, NY 12158

Jill Baribeault

518-475-5685

NYS Thruway Authority

200 Southern Boulevard

Albany, NY 12209

Judith Wargo

518-436-2720

Corporate Officers

Waste Connections, Inc is a publicly traded corporation traded on the New York Stock Exchange under the symbol "WCN". County Waste & Recycling Service, Inc. is a wholly owned subsidiary of Waste Connections, Inc. Waste Connections Dun and Bradstreet number is 799869474.

The following table list corporate officers of Waste Connections, Inc along with our Regional Management.

<u>Name</u>	<u>Positions</u>
Worthing Jackman	Chief Executive Officer and Chairman
Mary Anne Whitney	Executive Vice President and Chief Financial Officer
Darrell W. Chambliss	Executive Vice President and Chief Operating Officer
David Eddie	Senior Vice President – Chief Accounting Officer
Colin Wittke	Senior Vice President – Sales and Marketing
Jim M. Little	Senior Vice President – Engineering and Disposal
Eric O. Hansen	Vice President – Chief Information Officer
Susan R. Netherton	Vice President – Employee Relations
Scott Schreiber	Vice President – Equipment & Operations
Patrick Shea	Vice President – General Counsel and Secretary
Greg Thibodeaux	Vice President – Maintenance and Fleet Management
Richard Wojahn	Vice President – Business Development
Jason Craft	Senior Vice President – Operations, Eastern Region
Kurt Shaner	Vice President – Engineering & Sustainability
Shawn Mandel	Vice President – Safety & Risk Management
Matthew Black	Senior Vice President – Chief Tax Officer
Jason Pratt	Vice President – Corporate Controller
Scott Johnson	Eastern Region Vice President

The Waste Connections Board of Directors has an Executive Committee, an Audit Committee, a Compensation Committee, and a Nominating and Corporate Governance Committee. The Executive Committee is authorized to exercise all of the powers and authority of the Board of Directors in managing Waste Connections business and affairs, other than matters required by law to be approved by the stockholders.

6.2 REQUIRED FORM RF-2

NON-COLLUSIVE BIDDING CERTIFICATION

Section 103-d of the General Municipal Law

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and, in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

I hereby affirm under the penalties of perjury that the foregoing statements are true.

Dated: 10/10 2022

[Handwritten Signature]

Signature

District Manager

Title

STATE OF New York)

) ss:

COUNTY OF Saratoga)

Subscribed to and sworn before me this 10th day of October, 2022

by Mike Doyle (name of signer).

[Handwritten Signature]

Notary Public

DAWN M PALMIERI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01PA6408752
Qualified in Saratoga County
Commission Expires September 08, 2024

6.3 REQUIRED FORM RF-3

COMMITMENT OF INDEMNIFICATION AND INSURANCE

COMMITMENT TO ENTER RISK AND SAFETY AGREEMENT

By submission of this proposal I certify that County Waste & Recycling Services, Inc. (company name) will, as part of the contract for the provision of specified services, enter the following Risk and Safety Agreement:

By submission of this proposal, I certify that County Waste & Recycling Services, Inc. (company name) will, as part of the contract for the provision of specified services, indemnify and hold harmless the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs, its officials, employees and designees per the following terms and conditions regarding the agreement for the provision of services as outlined in this RFP:

The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed with limits equal to or greater than the enumerated limits. The Contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies. Every required policy, including any required endorsements and any umbrella or excess policy, shall be primary insurance. Insurance carried by County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor. Every required coverage type shall be "occurrence basis" with the exception of Professional Errors and Omissions Coverage which may be "claims made" coverage. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form). The County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs reserve its right to request certified copies of any policy or endorsement thereto. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-VII" or better by A.M. Best (Current Rate Guide). If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau and/or the City of Saratoga Springs may exercise any rights it has/they have in law or equity, including but not limited to the following: (1) immediate termination of the contract; (2) withholding any/all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR (3) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by the County of Saratoga, the Town of Clifton Park,

the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

The County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs requires the Contractor name the County, each Town and the City as a Certificate Holder for the following coverage for the work covered by this Agreement:

- **Commercial General Liability** Including Completed Products and Operations and Personal Liability Insurance: One Million Dollars per Occurrence with Two Million Dollars Aggregate (*the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs is also an Additional Insured on a Primary and Non-contributory Basis for this coverage*);
- **Commercial Automobile Insurance:** One Million Dollars Combined Single Limit for Owned, Hired and Non-owned Vehicles
- **Excess Liability Insurance:** Three Million Dollars each occurrence / Ten Million Dollars per Occurrence Aggregate
- **Environmental Liability Insurance:** Ten Million Dollars
- **NYS Statutory Workers Compensation, Employer's Liability and Disability Insurance**

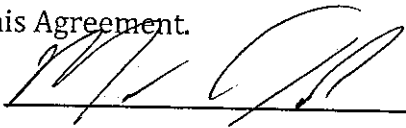
It shall be an affirmative obligation of the Contractor to advise the County, within two days of the cancellation or substantive change of any insurance policy set out herein, and failure to do so shall be construed to be a breach of this Agreement. The Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs. The Contractor is to provide the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs with a Certificate of Insurance naming the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs as **Additional Insureds on a primary and non-contributory basis prior** to the commencement of any work or use of the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs facilities. The failure to object to the contents of the Certificate of Insurance or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the Contractor utilizes a Subcontractor for any portion of the services outlined within the scope of its activities, the Subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the Contractor. All insurance required of the Subcontractor shall name the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs as an **Additional Insured on a primary and non-contributory** basis for all those activities performed within its contracted activities for the contract as executed.

The Contractor, to the fullest extent provided by law, shall indemnify and save harmless the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs, its Agents and Employees, from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employees or anyone for whom the Contractor is legally liable or Subcontractors. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute, ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

The County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs specifically reserve the right to suspend or terminate all work under this contract whenever Contractor and/or Contractor's employees or Subcontractors are proceeding in a manner that threatens the life, health or safety of any of Contractor's employees, Subcontractor's employees, the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs employees or member(s) of the general public on municipal property. This reservation of rights by the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs in no way obligates the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs to inspect the safety practices of the Contractor. If the County of Saratoga, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau, and the City of Saratoga Springs exercise their rights pursuant to this part, the Contractor shall be given three days to cure the defect, unless the County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to the County's legal obligation to continuously provide Contractor's service to the public or the County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect. If the Contractor fails to cure the identified defect(s), the County shall have the right to immediately terminate this contract.

Contractor, having agreed to the terms and the recitals set forth herein, and in relying thereon, herein signs this Agreement.

Contractor Signature:



Date: 10/10/22

**CERTIFICATION OF COMPLIANCE FOR THE
PREVENTION OF SEXUAL HARASSMENT**

Pursuant to State Finance Law §139-l of the State of New York, effective January 1, 2019, where competitive bidding is required for certain public contracts, every bid must contain the following statement affirming that the bidder has implemented a written policy addressing sexual harassment prevention and that the bidder provides annual sexual harassment prevention training, which statement must be signed by the bidder and affirmed by such bidder under the penalty of perjury:

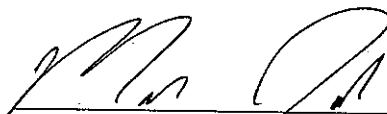
[Please Check One]

BIDDER'S CERTIFICATION

- By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.
- I am unable to certify that I, or my employer, have implemented a written policy addressing sexual harassment prevention in the workplace. The reason(s) why neither I nor my employer can make such certification is/are: _____

The undersigned, being duly sworn, says: (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Dated: 10/10, 2022.



Signature

Mike Doyle

Printed Name

District Manager

Title

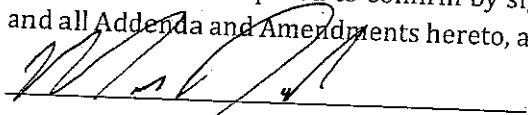
6.5 REQUIRED FORM RF-5

AMOUNTS FOR SERVICES SPECIFIED

Respondents may submit a proposal for Single Stream Recyclables or a proposal for Scrap Metal or a proposal for both Single Stream Recyclables and Scrap Metal.

As provided herein the Respondent shall document it's average revenue per ton for single stream recyclables for 2016,2017,2018 combined, including each and every component set forth in Section 3.6.4 herein, and this average shall be used for the proposed per ton revenue for the Respondent's proposal to the County.

Respondents are required to confirm by signing here that they have reviewed and considered any and all Addenda and Amendments hereto, as provided in Section 1.7.



Signature

Mike Doyle

Name [print]

SINGLE STREAM RECYCLABLES

- A. Per Ton Revenue For Sale of Single Stream Recyclables. The Respondent shall document it's average revenue per ton for single stream recyclables for **2019, 2020, 2021** combined, including each and every component set forth in Section 3.6.4 herein, and this average shall be used for the proposed per ton revenue for the Respondent's proposal to the County. \$ 0

- B. Per Ton Charge For Processing and Marketing Recyclables \$ 115.⁰⁰
- C. Per Ton Charge for residue disposal \$ 85.⁰⁰
- D. Subtotal - Net Per Ton County Revenue/Expense \$ 115.⁰⁰
- E. Per Pull Charge for Transportation
 - a. Clifton Park \$ 150.⁰⁰
 - b. Corinth \$ 300.⁰⁰
 - c. Edinburg \$ 475.⁰⁰
 - d. Milton \$ 200.⁰⁰
 - e. Moreau \$ 257.⁰⁰
 - f. Saratoga Springs \$ 175.⁰⁰

SCRAP METAL

A. Per Ton Revenue For Sale of Scrap Metal. The Respondent shall document its average revenue per ton for scrap metal for **2019, 2020, 2021** combined and this average shall be used for the proposed per ton revenue for the Respondent's proposal to the County.

\$ 138.65

B. Per Ton Expense For Processing and Marketing Scrap Metal

\$ 35.⁰⁰

C. **Subtotal - Net Per Ton County Revenue/Expense**

\$ 103.65

D. Per Pull Expense for Transportation

a. Clifton Park

\$ 150.⁰⁰

b. Corinth

\$ 300.⁰⁰

c. Edinburg

\$ 475.⁰⁰

d. Milton

\$ 200.⁰⁰

e. - Moreau

\$ 257.⁰⁰

f. Saratoga Springs

\$ 175.⁰⁰

All Respondents please take notice that, as stated in Sections 1.4 and 5.0 herein, the basis of award will be based **monthly records for 2019, 2020, and 2021** of the revenue the Respondent has received for the sale of single stream recyclables, by each component comprising single stream recyclables including, at a minimum, newsprint, corrugated cardboard, magazines, dry food boxes, high grade paper, metal containers, clear glass, brown glass, green glass, #1 plastics, #2 plastics, #3 plastic, #4 plastics, #5 plastics, #6 plastics, and mixed scrap metal. This 3 year look back demonstrates the Respondent's performance in the market.

The contract with the successful Respondent will provide for payment to the County based on the average revenue for mixed single stream recyclables and mixed scrap metal for the immediately preceding month, net of the proposed processing charge, residue disposal charge, and transportation charge.

Specification for allowable contamination within the single stream recyclable material at the 5 transfer stations:

The maximum amount of unacceptable items in a load is 20%. Loads containing more than 20% of unacceptable items may be disposed as trash.


Specification for allowable contamination within scrap metal at the 5 transfer stations:

The maximum amount of unacceptable items in a load is 20%. Loads containing more than 20% of unacceptable items may be disposed of as trash.

Specification for allowable contamination within cardboard and scrap metal at the Edinburg Highway Garage:

The maximum amount of unacceptable items in a load is 20%. Loads containing more than 20% of unacceptable items may be disposed of as trash.

DATE 10/10/22

SIGNATURE 

NAME & TITLE Mike Doyle, District Manger

COMPANY County Waste & Recycling Service, Inc.

ADDRESS 1927 Route 9, PO Box 431
Clifton Park, NY 12065

TELEPHONE 518-877-7007

FAX 518-877-7337

E-MAIL michael.Doyle@wasteconnections.com

Comments/Clarifications:

APPENDIX 7.1

NYSDEC PART 360 REGISTRATIONS



Department of
Environmental
Conservation

DIVISION OF MATERIALS MANAGEMENT

REGISTRATION FOR A SOLID WASTE MANAGEMENT FACILITY
THIS IS NOT A UPA PERMIT

DATE ISSUED: 08/02/2018
DATE EXPIRES: 08/01/2023

<p>1. FACILITY</p> <p>Saratoga County Recycling Center at Corinth 115 Meath Road Corinth Saratoga (county) (518)654-8155</p>	<p>2. FACILITY OWNER</p> <p>Town of Corinth 600 Palmer Ave Corinth NY 12822 (518)654-9232</p>
<p>3. FACILITY OPERATOR</p> <p>Saratoga County 3654 Galway Road Ballston Spa NY 12029 (518)885-2235</p>	<p>4. SITE OWNER</p> <p>Town of Corinth 600 Palmer Ave Corinth NY 12822 (518)654-9232</p>
<p>5. REGISTERED ACTIVITY</p>	
<p>Types RHRF - 5 tpd or less - registration (46R10002) [361-1]</p>	<p>Authorized Waste Single Stream, Propane Tanks, Other - Batteries, Other Ferrous Scrap Metal, Other Non-Ferrous Scrap Metal</p>
<p>Capacity: Storage:</p>	
<p>6. OPERATIONS SCHEDULE - Normal schedule of operation Tues. - Sat. 8AM-4PM</p>	<p>7. NAME(S) OF ALL MUNICIPALITIES SERVED - Saratoga(Co)</p>

This registration does not exempt or preclude you from complying with any other applicable federal, state, or local laws, rules or regulations.



Department of
Environmental
Conservation

DIVISION OF MATERIALS MANAGEMENT

REGISTRATION FOR A SOLID WASTE MANAGEMENT FACILITY
THIS IS NOT A UPA PERMIT

DATE ISSUED: 08/02/2018
DATE EXPIRES: 08/01/2023

<p>1. FACILITY</p> <p>Saratoga County Recycling Center at Milton 6010 County Farm Road Milton Saratoga (county) (518)884-2826</p>	<p>2. FACILITY OWNER</p> <p>Saratoga County 3654 Galway Road Ballston Spa NY 12020 (518)885-2235</p>
<p>3. FACILITY OPERATOR</p> <p>Saratoga County 3654 Galway Road Ballston Spa NY 12020 (518)885-2235</p>	<p>4. SITE OWNER</p> <p>Saratoga County 3654 Galway Road Ballston Spa NY 12020 (518)885-2235</p>
<p>5. REGISTERED ACTIVITY</p>	
<p>Types RHRF - 5 tpd or less - registration (46R10003) [361-1]</p>	<p>Authorized Waste Other - Batteries, Other Ferrous Scrap Metal, Other Non-Ferrous Scrap Metal, Single Stream, Propane Tanks</p>
<p>Capacity: Storage:</p>	
<p>6. OPERATIONS SCHEDULE - Normal schedule of operation Tues. - Sat 8AM-4PM</p>	<p>7. NAME(S) OF ALL MUNICIPALITIES SERVED - Saratoga(Co)</p>

This registration does not exempt or preclude you from complying with any other applicable federal, state, or local laws, rules or regulations.



Department of Environmental Conservation

DIVISION OF MATERIALS MANAGEMENT

REGISTRATION FOR A SOLID WASTE MANAGEMENT FACILITY
THIS IS NOT A UPA PERMIT

DATE ISSUED: 08/02/2018
 DATE EXPIRES: 08/01/2023

<p>1. FACILITY Saratoga County Recycling Center at Moreau Butler Road (Off Rt. 9) South Glens Falls Saratoga (county) (518) 798-8126</p>	<p>2. FACILITY OWNER Town of Moreau 351 Reynolds Road Moreau NY 12828 (518) 792-1030</p>
<p>3. FACILITY OPERATOR Saratoga County 3654 Galway Road Ballston Spa NY 12020 (518) 885-2235</p>	<p>4. SITE OWNER Town of Moreau 351 Reynolds Road Moreau NY 12828 (518) 792-1030</p>
<p>5. REGISTERED ACTIVITY</p>	
<p>Types RHRF - 5 tpd or less - registration (46R10004) [361-1]</p>	<p>Authorized Waste Propane Tanks, Other Ferrous Scrap Metal, Other Non-Ferrous Scrap Metal, Single Stream, Other - Batteries</p>
<p>Capacity: Storage:</p>	
<p>6. OPERATIONS SCHEDULE - Normal schedule of operation M&Tu 7:30AM-12PM, Th 12PM-5PM, F&S at 7:30AM-3:45PM</p>	<p>7. NAME(S) OF ALL MUNICIPALITIES SERVED - Saratoga(Co)</p>

This registration does not exempt or preclude you from complying with any other applicable federal, state, or local laws, rules or regulations.

Registration Form

<https://internal1.dec.state.ny.us/cfmz/intapps/swmas/shared/actListValidat...>



Department of Environmental Conservation

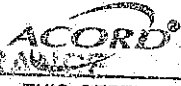
DIVISION OF MATERIALS MANAGEMENT

REGISTRATION FOR A SOLID WASTE MANAGEMENT FACILITY
THIS IS NOT A UPA PERMIT

DATE ISSUED: 08/02/2018
 DATE EXPIRES: 08/01/2023

<p>1. FACILITY</p> <p>Saratoga County Recycling Center at Saratoga Springs 41 Weibel Avenue Saratoga Springs Saratoga (county) (518)584-3948</p>	<p>2. FACILITY OWNER</p> <p>City of Saratoga Springs 5 Lake Avenue Saratoga Springs NY 12866 (518)587-3550</p>
<p>3. FACILITY OPERATOR</p> <p>Saratoga County 3654 Galway Road Ballston Spa NY 12020 (518)885-2235</p>	<p>4. SITE OWNER</p> <p>City of Saratoga Springs 5 Lake Avenue Saratoga Springs NY 12866 (518)587-3550</p>
<p>5. REGISTERED ACTIVITY</p>	
<p>Types</p> <p>RHRF - 5 tpd or less - registration (46R10005) [361-1]</p>	<p>Authorized Waste</p> <p>Propane Tanks, Other - Batteries, Other Ferrous Scrap Metal, Other Non-Ferrous Scrap Metal, Single Stream</p>
<p>Capacity: Storage:</p>	
<p>6. OPERATIONS SCHEDULE - Normal schedule of operation T, W, Th, F, S 7:55 AM - 3:55 PM</p>	<p>7. NAME(S) OF ALL MUNICIPALITIES SERVED - Saratoga(Co)</p>

This registration does not exempt or preclude you from complying with any other applicable federal, state or local laws, rules or regulations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/22/2022

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).

PRODUCER
Edgewood Partners Insurance Center
5909 Peachtree Dunwoody Road
Suite 800
Atlanta GA 30328

CONTACT NAME: Certificate Unit
PHONE (A/C, No, Ext): 404-781-1700
FAX (A/C, No):
E-MAIL ADDRESS: certificate@epicbrokers.com

INSURED
County Waste and Recycling Service, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77380

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Ironshore Specialty Insurance Company	25445
INSURER C : ACE Property & Casualty Insurance Company	20699
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 64045347 **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 SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		HDO G72949882	8/1/2022	8/1/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
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		ISA H25570832	8/1/2022	8/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS		XEU G27614620 008	8/1/2022	8/1/2023	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WLR C68919939 (AOS)	8/1/2022	8/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,500,000 E.L. DISEASE - EA EMPLOYEE \$1,500,000 E.L. DISEASE - POLICY LIMIT \$1,500,000
B	<input type="checkbox"/> Pollution Liability		ISPILLSB650R002	2/13/2022	2/13/2024	Per Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project Name: Recyclables Transfer Stations, Recyclables Transportation, Processing & Recovery. Saratoga County, the Town of Clifton Park, the Town of Corinth, the Town of Edinburg, the Town of Milton, the Town of Moreau and the City of Saratoga Spring, to the extent required by written contract, are additional insured with respect to General Liability and Pollution Liability.

CERTIFICATE HOLDER

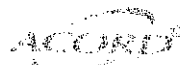
Saratoga County
40 McMaster St.
Ballston Spa NY 12020

CANCELLATION
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
Beide M. Lynn

POLICY NUMBER: HDO G72949882

STATE OF LIABILITY
INFORMATION ONLY AND CO
SPECIALLY AMEND CHANGE
OF POLICY NUMBER A 004



CERTIFICATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF
CONVENIENCE AND DOES NOT CONSTITUTE AN
OFFER OF INSURANCE.
Endorsement Number: 99

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In the performance of your ongoing operations; or
- 2. In connection with your premises owned by or rented to you.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.