

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.

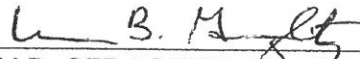
IN WITNESS THEREOF, this Intermunicipal Agreement has been executed by the duly authorized officer of the respective parties.

Approved as to Form:

  
Assistant County Attorney

Date: Oct 27, 2022

COUNTY OF WARREN

By:   
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 State Route 9 PO Box 186 Chesterdown 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 ADDRESS:</b> kelly@carpenterinsuring.com	
<b>INSURED</b> Town Of Johnsbury 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		Y	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/PROP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input 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 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		Y/N N/A				PER STATUTE I OTH. I ER 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

<b>CERTIFICATE HOLDER</b> Warren County 1340 State Route 9 Lake George NY 12845	<b>CANCELLATION</b> 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
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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](mailto:warrencountyinsurance@warrencountyny.gov)

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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, Johnsbury, 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	NAME & ADDRESS OF BIDDER	NAME & ADDRESS OF BIDDER	NAME & ADDRESS OF BIDDER
ITEM(S): DISPOSAL AND HAULING SERVICES FOR MUNICIPAL SOLID WASTE & RECYCLABLES  DATE: AUGUST 18, 2022  TIME: 3:00 PM.	Casella Waste Management, Inc. Attn: Dillon Flynn 1392 Route 9 Fort Edward, NY 12828 Ph: 518-415-7421 Fx: N/A	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	Waste Management of New York, LLC Attn: Patrick Martino 100 Ranster 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	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 Magazines \$140.00/ton Corrugated Cardboard \$140.00/ton Glass \$140.00/ton Plastics \$140.00/ton	Newspaper \$95.00/ton Magazines \$95.00/ton Cardboard \$95.00/ton Glass \$95.00/ton Plastics \$95.00/ton	Newspaper \$75 Charge Magazines \$75 Charge Cardboard \$0 Charge Glass \$0 Charge (Flat) 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 P.M.	NAME & ADDRESS OF BIDDER	NAME & ADDRESS OF BIDDER	PRICE					
	DESCRIPTION OF ITEM	PRICE	PRICE	Green Ridge RDF	Perkins	Hiram Hollow	Toney Pitt	
	Casella Waste Management, Inc. Attn: Pillion Flynn 1392 Route 9 Fort Edward, NY 12828 Ph: 518-415-7421 FX: N/A	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	Waste Management of New York, LLC Attn: Patrick Martino 100 Ransier Drive West Seneca, NY 14224 Ph: 716-239-0297 FX: 866-746-8704					
Price/Haul for the Following Sites:								
Town of Bolton	Hiram Hollow	Acc Carting						
Town of Chester	\$473.42	No Bid	\$351.00	\$257.40	\$280.80	\$152.10		
Town of Hague	\$493.35	No Bid	\$386.10	\$280.80	\$115.90	\$175.50		
Town of Horicon	\$632.88	No Bid	No Bid	No Bid	No Bid	No Bid		
Town of Johnsburg	\$488.37	No Bid	\$374.40	\$280.80	\$304.20	\$163.80		
Town of Lake Luzerne	\$568.10	No Bid	\$421.20	\$304.20	\$351.00	\$234.00		
Town of Queensbury - Ridgic Rd.	\$403.65	No Bid	\$315.90	\$187.20	\$234.00	\$175.50		
Town of Queensbury - Luzerne Rd.	\$361.29	No Bid	\$257.40	\$187.20	\$187.20	\$175.50		
Town of Stony Creek	\$276.58	No Bid	\$210.60	\$140.40	\$128.70	\$140.40		
Town of Thurman	\$468.43	No Bid	\$421.20	\$292.50	\$351.00	\$234.00		
Town of Warrensburg	\$503.32	No Bid	\$421.20	\$304.20	\$351.00	\$280.80		
	\$436.04	No Bid	\$280.80	\$175.50	\$198.90	\$70.20		

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	NAME & ADDRESS OF BIDDER	NAME & ADDRESS OF BIDDER
Comments	<p>Casella Waste Management, Inc. Attn: Dillon Flynn 1392 Route 9 Fort Edward, NY 12828 Ph: 518-415-7421 F: 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 F: 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 F: 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 (1) 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

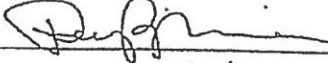
BIDDER'S FACILITIES ACCEPTING WASTE/RECYCLABLES:

<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 C&D Waste
Perkins Recycling Corp 17 River Street, Queensbury, NY 12804	Cardboard, Magazines, Paper
Hiram Hollow Transfer & Recycling Station 100 Washburn Road, Gansevoort, NY 12831	Plastics
Toney Pit Warrensburg, NY	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
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 SERVICES

DATE: AUGUST 18, 2022

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING

BID REQUEST/SPECIFICATIONS

ATTACHMENT 66 A 99

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

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 "B"

## VOLUME-TO-WEIGHT CONVERSION FACTORS

Materials:

Materials	Volume *	Weight in Pounds *
<b>PAPER:</b>		
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"	650
Office paper	One cubic yard	400
Phone Books	12" stack	25

Materials	Volume *	Weight in Pounds *
<b>CONTAINERS:</b>		
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

Materials	Volume *	Weight in Pounds *
<b>OTHER MATERIALS</b>		
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
<b>Other Plastics:</b>		
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
Latex 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 its 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

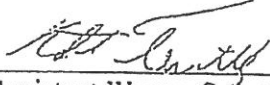
Waste Management of New York, LLC  
ATTN: Patrick Martino  
100 Ransier Drive  
West Seneca, New York 14224

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:

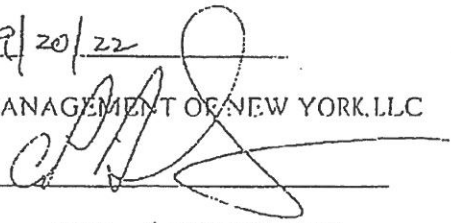
COUNTY OF WARREN

  
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 Johnsburg	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.



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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/SPECIFICATIONSB. 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 of 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.



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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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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*).



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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.

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### 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



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responsibility to check with New York State Department of Labor (using the applicable PRC number assigned to these services as provided herein), for updated wage rates on July 1<sup>st</sup> of each year, and to provide certified payrolls based on then current rates.

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### MATERIAL DESCRIPTIONS

#### PROCESSIBLE WASTE:

Processible waste is any waste generated by a household or business within Warren County that may be legally disposed of at the 4 sites identified above. This shall include but not be limited to, all putrescible and non-putrescible materials or substances discarded or rejected as having served their original intended use or as being spent, useless or in excess to the owner at the time of discard or rejection, including garbage, refuse, litter, rubbish, but not including designated recyclable material, solid or dissolved matter in domestic sewage, hazardous materials or waste, or radioactive waste.

#### NON-PROCESSIBLE WASTE:

Waste which cannot be processed by the facility due to its physical characteristics or potential harmful effects, including but not limited to: steel banding, baling wire, solvents, tree trunks, logs greater than 6 inches in diameter or 4 feet in length or other overweight or bulky waste, gasoline, kerosene, propane tanks in any size, aerosol cans in quantity, motor vehicles or major parts thereof, trailers, agricultural equipment, marine vessels or similar items, farm or other large machinery, liquid wastes non-burnable construction mixed or separated material, and waste, except for paper products from the following establishments: service stations, auto paint shops, chemical plants, plastic processing plants, and textile plants.

#### C&D:

Debris generated during the construction, renovation, and demolition of buildings, roads, and bridges. C&D materials often contain bulky, heavy materials, such as concrete, wood, metals, glass, and salvaged building components.

#### RECYCLABLES:

Recyclables means materials derived from or otherwise destined to become solid waste. Recyclables shall be those materials mandated by the Warren County Solid Waste Management Plan (See A through F).

- A. Old newsprint (ONP)
- B. Old corrugated cardboard/kraft paper (OCC)
- C. Aluminum foil and used beverage containers
- D. Ferrous metal cans (tin)
- E. Glass - flint (clear); green, amber (brown)
- F. Plastics - # 1 - PET Bottles and #2 - HDPE jugs only
- G. Auto Tires

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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 Johnsburg	\$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)

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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 C&D Waste
Perkins Recycling Corp 17 River Street, Queensbury, NY 12804	Cardboard, Magazines, Paper
Hiram Hollow Transfer & Recycling Station 100 Washburn Road, Gansevoort, NY 12831	Plastics
Toney Pit Warrensburg, NY	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:

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\_\_\_\_\_

\_\_\_\_\_

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Please list three (3) current references, preferably school or government.

COMPANY NAME	CONTACT PERSON	PHONE #
1. Warren County	Julie Butler	518-761-6538
2. Northumberland	William Peck	518-792-9179
3. Village of East Rochester	Bill Marr	585-381-1565

Financial statement, if desired, will be requested at a later date. D.B.A. and/or Certificate of Incorporation will be required from successful bidder.

The attached Corporate Resolution, Bidder Certification and Iran Divestment Act Certification must be completed and signed and made a part of the Bid Proposal.

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CERTIFICATION

Non-Collusive Certification required of all bidders under Section 103-d of the General Municipal Law as amended by Chapter 675 of the Laws of 1966, and further amended by Chapter 56 of the Laws of 2010, effective June 22, 2010.

- (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.
- (a-1) Notwithstanding the foregoing, the statement of non-collusion may be submitted electronically in accordance with the provisions of subdivision one of section one hundred three of the General Municipal Law.
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth, in detail, the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- (c) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing on its behalf;
- (d) That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid, or proposal, on behalf of the corporate bidder.

\_\_\_\_\_  
Individual Bidder

\_\_\_\_\_  
Co-Partnership

By \_\_\_\_\_  
Partner

\_\_\_\_\_  
Waste Management of New York, LLC  
Corporation

By  \_\_\_\_\_  
President  
XXXXXXXXXX

Patrick Martino, Public Sector Solutions Representative



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CORPORATE RESOLUTION

RESOLVED that \*\*\*See Attached Certificate of Authority\*\*\*  
(Name)

be authorized to sign and submit the Bid, or Proposal, of this Corporation for the following project:

\_\_\_\_\_  
(Title of Project)

and to include in such Bid Proposal the Certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies of misstatements in such certifies this Corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by \_\_\_\_\_

\_\_\_\_\_ Corporation at a meeting of its Board of Directors held on the \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, and is still in force and effective on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
SECRETARY  
(Signature)

(SEAL OF CORPORATION)

WASTE MANAGEMENT OF NEW YORK, LLC

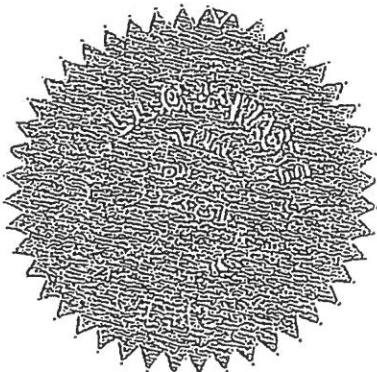
CERTIFICATE OF AUTHORITY BY THE SOLE MEMBER

I, Jonathan R. Fabozzi, do hereby certify that:

- (1) I am the duly elected and incumbent Assistant Secretary of Waste Management of New Jersey, Inc. a Delaware corporation ("WMNJ");
- (2) WMNJ is the sole Member of Waste Management of New York, LLC a Delaware limited liability company ("Company")
- (3) the Company (a) was formed as of January 27, 1998; (b) has been qualified to transact business in the State of New York; (c) remains in good standing in the State of Delaware and the State of New York as of the date hereof; and
- (4) the Company is sufficiently capitalized to meet its obligations and discharge any liabilities it may accrue in the ordinary course of business; and
- (5) the following resolution was adopted by written consent of the Sole Member and remains in full force and effect as of the date hereof;

RESOLVED, that Patrick Martino, Public Sector Solutions Representative, or any officer of this Company, and each of them, are hereby authorized, following compliance with appropriate company policies and procedures, to prepare, execute and to submit on behalf of the Company a Bid Proposal to Warren County for Solid Waste and Recyclable Disposal and Hauling Services (the "Bid"), and to execute on behalf of the Company any and all documents required to be submitted by the Company in connection with the Bid and to execute the contract contained in any such Bid or resulting from the award of the Bid to the Company.

IN WITNESS WHEREOF, I have executed this Certificate on the 16<sup>th</sup> day of August 2022.



By:

Jonathan R. Fabozzi  
Assistant Secretary  
Waste Management of New Jersey, Inc.

SPECIFICATION: WC 50-22

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**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

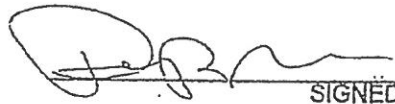
Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, Patrick Martino, being duly sworn, deposes and says that he/she is the Public Sector Representative of the Waste Management of New York, LLC

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

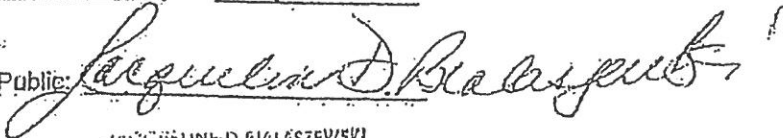
  
SIGNED \_\_\_\_\_

SWORN to before me this

17th day of August

2022

Notary Public:



JACQUELINE D GIALASZEWSKI  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01816276716

Qualified in Cattaraugus County  
Commission Expires 2/25/25

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ATTACHMENT 66 A 99

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.

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DATE: AUGUST 18, 2022

TIME: 3:00 P.M.

PLACE: HUMAN SERVICES BUILDING

BID REQUEST/SPECIFICATIONS

ATTACHMENT "B"

## VOLUME-TO-WEIGHT CONVERSION FACTORS

**Materials:**

	Volume *	Weight in Pounds *
<b>PAPER:</b>		
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"	650
Office paper	One cubic yard	400
Phone Books	12" stack	25

<b>CONTAINERS:</b>		
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

<b>OTHER MATERIALS</b>		
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
<b>Other Plastics:</b>		
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	90
Household Hazardous Waste	One gallon	10
Latex 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

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

MEMO

TO: All Prospective Proposers  
FROM: Julie Butler, Purchasing Agent  
DATE: August 11, 2022  
SUBJECT: ADDENDUM #1: WC 50-22 - DISPOSAL AND HAULING SERVICES FOR MUNICIPAL SOLID WASTE & RECYCLABLES

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Please sign and return the following to our office with your proposal:

I, Patrick Martino, of \_\_\_\_\_,

Waste Management of New York, LLC (Company) have received the following addendum and will include it with the above quote.

Addendum:

The following questions have been submitted relative to the above-referenced specifications. Answers are provided herein.

- Q1. Page 3. - Section 2. Nature and Quantity of Municipal Solid Waste and Recyclables - As these tonnages are stated to be from 2018 and 2019, can the County provide updated tonnages?
- A1. See attached data from 2020 (2021 data is not readily available). Please note that the tonnages referenced are as reported to DEC. A "0" does not necessarily mean an item won't be included in the contract. See specifications for 2018/2019 data which is our most current information for these items.
- Q2. Page 4. E - Solid Waste and Recyclables Quantities Estimated and Committed... - To clarify, it is understood that the County cannot guarantee the volume of material, however, it is a little less clear what factors will be used by the municipalities in whether they will utilize the contract?
- A2. Municipalities have the option of participating or not participating in this contract. If they opt in, then they are committed to utilizing the contract for any and all items awarded for their site.
- Q3. Page 4. F - Equipment - For the containers provided by the municipalities, can the County or municipality guarantee that these containers are in good repair and can be safely hauled?
- A3. The County repairs containers upon notification of damage by the Transfer Stations. We make every effort to ensure that deployed containers are in good repair and can be safely handled.



Q4. Page 4. - Section 3, A. Term of Contract, Extension - Due to the accommodation of guaranteeing space at our facilities, it makes it problematic to have an agreement that can be terminated for any reason. For this reason, we ask that the provision be adjusted to limit termination for deficiency in service following Contractor's opportunity to cure said deficiency. Would the County consider removing the provision that the contract may be terminated upon 90 days by either party?

A4. Yes, the County will consider this request.

Q5. Page 10. E Contractor's Responsibility - As containers age, is it agreeable to the County that the Contractor only hauls containers that can be safely hauled, or hauled without causing damage?

A5. Yes, however, the County will make the final determination as to whether or not the containers may be safely hauled.

Q6. Page 5. C. Disposal Facility Requirements - Would the County clarify that the facility must accept all acceptable solid waste or recyclables...? Also, if any loads were to be turned away, would an e-mail be an acceptable form of written notice?

A6. Whatever material contractors are awarded via the bid, are the materials they would be required to accept under the contract. The County has separate bids for electronics and hazardous material, so those items should never be brought to facilities awarded this bid. Yes, an e-mail would be an acceptable form of written notice.

Q7. Page 10. F. Insurance Requirements - This section references that a copy of certificates and/or copies of policies may be requested by the County. It is certainly standard that Certificates of Insurance are provided, however, actual policies are not. Would a Certificate of Insurance satisfy this requirement?

A7. The County only requests Certificates of Insurance for contractual purposes, but it's standard procedure to reserve the right to request policies.

Q8. Page 11. G. Indemnification Requirement - Would the County consider mutual-fault based indemnification? We have found the following to be standard in the industry:

"The Contractor agrees to indemnify, save harmless, and defend the County from and against any and all liabilities, claims, penalties, forfeiture, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by Contractor's employees, or its subcontractors breach of any term of or provision of this Agreement, or any negligent act or omission, or act of willful misconduct by the Contractor's or its employees, or its subcontractors in the performance of this Agreement. The County agrees to indemnify, save harmless, and defend the Contractor from and against any and all liabilities, claims, penalties, forfeiture, suits, and the costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorneys' fees), which it may hereafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders to the extent caused by County's breach of any term of or provision of this Agreement, or any negligent act or omission, or act of willful misconduct by the County or its employees in the performance of this Agreement. In no event, whether in contract, tort or otherwise shall either party be liable to the other for any special, indirect, incidental or consequential damages."

A8. Yes, the County will consider mutual-fault based indemnification.

August 11, 2022

WC 50-22 - Addendum #1

Page 3

Q9. Page 12. J Assigning - Would the County consider adding "which shall not be unreasonably withheld" to the end of this section? Further, would the County add "Successful Bidder shall have the right to assign this Agreement without the consent of the County or municipality in the event of a corporate reorganization, merger or transfer of substantially all of Successful Bidder's assets."?

A9. Yes, the County will add this language.

Q10. Page 15. Material Descriptions - Would the County agree that the definition of Solid Waste and Recyclables is to be consistent with the NYS DEC? Further, does the County agree that title to unacceptable or hazardous waste would remain with the generator?

A10. Yes to the first question. Yes to the 2<sup>nd</sup> as long as the material is not removed from a County or Town site. Once removed, it will no longer be the property of the generator.

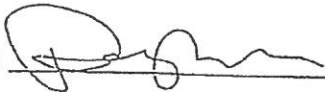
Q11. Miscellaneous - Force Majeure - Would the County consider adding Force Majeure to handle uncontrollable circumstances? We have found the following to be standard language in the industry:

"Except for the obligation to make payments hereunder, neither party shall be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, changes in applicable laws or regulations and interpretations thereof, imposition of laws or governmental orders, pandemics, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, the affected party shall be excused from performance during the occurrence of such events. Contractor shall be entitled to an equitable adjustment in price in the event of the occurrence of a Force Majeure Event that increase the cost of performing its obligations under this Agreement, provided that if the Force Majeure delays performance for longer than thirty (30) days, the County shall be entitled to seek replacement service from another hauler for the term of the Force Majeure."

A. Yes, the County will add this language.

All other terms and conditions of the bid shall remain the same. If you have any questions, please contact me at (518) 761-6538.

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



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

8/18/22

Town	Occ	Plastic	News Paper	Junk mail	msw	C&D
Ridge rd	59.82	23	29.36	14.24	842.61	
Luzern rd	62.13	26.07	32.44	21.39	982.31	
Lake George	90.46	13.9	42.9	0	541.25	80.75
Lake Luzern	41.15	20.4	30	0	76.99	286.44
Warrensburg	38.39	25.79	26.69	0	813.83	351.4
Horricon	18.47	9.65	0	12.92	308.52	230.42
Bolton	52.23	15.89	8.64	22.63	615.36	431.89
Chester	19.2	21.92	5.45	18.67	543.45	512.05
Johnsburg	0	0	0	0	226.62	259.63
Hague	11.56	13.18	0	0	138.26	104.56
Thurman	2.31	4.01	2.31	0	90.7	31.79
Stony Creek	4.02	0	0	0	186.03	112.6

Glass & Metal recycling data not readily available.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Warren County  
Julie Butler, Purchasing Agent  
1340 State Route 9  
Lake George NY 12845

Schedule Year 2022 through 2023  
Date Requested 08/04/2022  
PRC# 2022900832

Location Throughout Warren County  
Project ID# WC 50-22  
Occupation Type(s) Trash and Refuse Removal

### PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2022 through June 2023. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, [www.labor.ny.gov](http://www.labor.ny.gov). Future copies of the annual determination are also available on the Department's website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

## General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

### Responsibilities of the Public Agency

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. Any errors in the annual determination will be corrected and posted to the NYSDOL website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.



If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us). [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, canceled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

### Withholding of Payments

When a complaint is filed with the Commissioner of Labor alleging the failure of a contractor or subcontractor to pay or provide the prevailing wages or supplements, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the public work contract shall be withheld from the prime contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination.

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

### Summary of Notice Posting Requirements

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

### Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.



NYS DOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

### Interest and Penalties

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

### Debarment

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

### Criminal Sanctions

Willful violations of the Prevailing Wage Law (Article 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, or both.

### Discrimination

No employee or applicant for employment may be discriminated against on account of age, race, creed, color, national origin, sex, disability or marital status.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

No contractor, subcontractor, nor any person acting on its behalf, shall in any manner, discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### Workers' Compensation

In accordance with Section 142 of the State Finance Law, the contractor shall maintain coverage during the life of the contract for the benefit of such employees as required by the provisions of the New York State Workers' Compensation Law.

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

Employers liable for contributions under the Unemployment Insurance Law must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Warren County  
Julie Butler, Purchasing Agent  
1340 State Route 9  
Lake George NY 12845

Schedule Year 2022 through 2023  
Date Requested 08/04/2022  
PRC# 2022900832

Location Throughout Warren County  
Project ID# WC 50-22  
Occupation Type(s) Trash and Refuse Removal

### Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail OR fax this form to the office shown at the bottom of this notice, OR fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

## Introduction to the Prevailing Rate Schedule

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); if a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Address, Last 4 Digits of Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Warren County Article 9**

**Trash and Refuse Removal**

08/01/2022

**JOB DESCRIPTION** Trash and Refuse Removal

**DISTRICT 10**

**ENTIRE COUNTIES**

Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Ulster, Warren, Washington

**WAGES**

Per hour:	07/01/2022	09/01/2022	09/01/2023
Commercial	\$ 20.81	\$ 21.22	\$ 21.65
Residential	19.25	19.63	20.02

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Benefits paid to non-probationary employees after 90 days:

First (1st) Forty (40) Hours:

	07/01/2022	01/01/2023
Single	\$ 3.57	TBD
Two Person	6.84	
Family	9.295	

First calendar year quarter after the 90 days probation \$250.00 per quarter and every quarter thereafter while employed with employer.

Vacation is earned by employees working at least 150 days in the last 12 consecutive months:

After completing 12 Months of service (1 yr)	1 Week
After completing 36 Months of service (3 yrs)	2 Weeks
After completing 120 Months of service (10 yrs)	3 Weeks
After completing 180 Months of service (15 yrs)	3 Weeks 1 Day
After completing 192 Months of service (16 yrs)	3 Weeks 2 Days
After completing 204 Months of service (17 yrs)	3 Weeks 3 Days
After completing 216 Months of service (18 yrs)	3 Weeks 4 Days
After completing 228 Months of service (19 yrs)	4 Weeks

\*Vacation weekly pay shall be determined by taking the employees previous years W-2 gross reported earnings and multiplying by 2.0%

**OVERTIME PAY**

See (B, B2, K) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Must work the last regularly scheduled day before and after holiday.

Holidays falling on a Saturday or Sunday are observed on same day designated by the State of New York for Public Employees.

Employee's working at least 12 consecutive months and having worked 200 days will receive 5 floating holidays.

10-294

**Trash and Refuse Removal**

08/01/2022

**JOB DESCRIPTION** Trash and Refuse Removal

**DISTRICT 10**

**ENTIRE COUNTIES**

Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington

**WAGES**

For use with Transfer Station Site Operations Only

Per hour: 07/01/2022

Indus. Truck Driver/Tractor Operator

\$ 22.01

Laborer/ non-construction



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Conveyor operators and tenders	\$ 19.04
Weighers/Measurers	\$ 17.16
	\$ 20.64

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 2.30

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S- Trans.Station.Ops

## Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- ( E2 ) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E3 ) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays

- ( S1 ) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- ( T ) Triple the hourly rate for Holidays
- ( U ) Four times the hourly rate for Holidays
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.
- ( X ) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

## Holiday Codes

### PAID Holidays:

Paid Holidays are days for which an eligible employee receives a regular day's pay, but is not required to perform work. If an employee works on a day listed as a paid holiday, this remuneration is in addition to payment of the required prevailing rate for the work actually performed.

### OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- ( 1 ) None
- ( 2 ) Labor Day
- ( 3 ) Memorial Day and Labor Day
- ( 4 ) Memorial Day and July 4th
- ( 5 ) Memorial Day, July 4th, and Labor Day
- ( 6 ) New Year's, Thanksgiving, and Christmas
- ( 7 ) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- ( 8 ) Good Friday
- ( 9 ) Lincoln's Birthday
- ( 10 ) Washington's Birthday
- ( 11 ) Columbus Day
- ( 12 ) Election Day
- ( 13 ) Presidential Election Day
- ( 14 ) 1/2 Day on Presidential Election Day
- ( 15 ) Veterans Day
- ( 16 ) Day after Thanksgiving
- ( 17 ) July 4th
- ( 18 ) 1/2 Day before Christmas
- ( 19 ) 1/2 Day before New Years
- ( 20 ) Thanksgiving
- ( 21 ) New Year's Day
- ( 22 ) Christmas
- ( 23 ) Day before Christmas
- ( 24 ) Day before New Year's
- ( 25 ) Presidents' Day
- ( 26 ) Martin Luther King, Jr. Day
- ( 27 ) Memorial Day
- ( 28 ) Easter Sunday

( 29 )      Juneteenth



New York State Department of Labor - Bureau of Public Work  
 State Office Building Campus  
 Building 12 - Room 130  
 Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)  Contracting Agency  Architect or Engineering Firm  Public Work District Office Date: \_\_\_\_\_

**A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)**

1. Name and complete address <input type="checkbox"/> (Check if new or change)  Telephone: ( ) E-Mail:	2. NY State Units (see Item 5) <table style="width:100%"> <tr> <td><input type="checkbox"/> 01 DOT</td> <td><input type="checkbox"/> 07 City</td> </tr> <tr> <td><input type="checkbox"/> 02 OGS</td> <td><input type="checkbox"/> 08 Local School District</td> </tr> <tr> <td><input type="checkbox"/> 03 Dormitory Authority</td> <td><input type="checkbox"/> 09 Special Local District, i.e. Fire, Sewer, Water Distr</td> </tr> <tr> <td><input type="checkbox"/> 04 State University Construction Fund</td> <td><input type="checkbox"/> 10 Village</td> </tr> <tr> <td><input type="checkbox"/> 05 Mental Hygiene Facilities Corp.</td> <td><input type="checkbox"/> 11 Town</td> </tr> <tr> <td><input type="checkbox"/> 06 OTHER N.Y. STATE UNIT</td> <td><input type="checkbox"/> 12 County</td> </tr> <tr> <td></td> <td><input type="checkbox"/> 13 Other Non-N.Y. State (Describe)</td> </tr> </table>	<input type="checkbox"/> 01 DOT	<input type="checkbox"/> 07 City	<input type="checkbox"/> 02 OGS	<input type="checkbox"/> 08 Local School District	<input type="checkbox"/> 03 Dormitory Authority	<input type="checkbox"/> 09 Special Local District, i.e. Fire, Sewer, Water Distr	<input type="checkbox"/> 04 State University Construction Fund	<input type="checkbox"/> 10 Village	<input type="checkbox"/> 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town	<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County		<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)
<input type="checkbox"/> 01 DOT	<input type="checkbox"/> 07 City														
<input type="checkbox"/> 02 OGS	<input type="checkbox"/> 08 Local School District														
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<input type="checkbox"/> 05 Mental Hygiene Facilities Corp.	<input type="checkbox"/> 11 Town														
<input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 12 County														
	<input type="checkbox"/> 13 Other Non-N.Y. State (Describe)														

3. SEND REPLY TO <input type="checkbox"/> (check if new or change) Name and complete address:  Telephone:( ) E-Mail:	4. SERVICE REQUIRED. Check appropriate box and provide project information. <input type="checkbox"/> New Schedule of Wages and Supplements. APPROXIMATE BID DATE : _____ <input type="checkbox"/> Additional Occupation and/or Redetermination  PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT : _____ OFFICE USE ONLY
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**B. PROJECT PARTICULARS**

5. Project Title _____ Description of Work _____ Contract Identification Number _____ Note: For NYS units, the OSC Contract No. _____	6. Location of Project: Location on Site _____ Route No/Street Address _____ Village or City _____ Town _____ County _____
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7. Nature of Project - Check One: <input type="checkbox"/> 1. New Building <input type="checkbox"/> 2. Addition to Existing Structure <input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair) <input type="checkbox"/> 4. New Sewer or Waterline <input type="checkbox"/> 5. Other New Construction (Explain) <input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration <input type="checkbox"/> 7. Demolition <input type="checkbox"/> 8. Building Service Contract	8. OCCUPATION FOR PROJECT : <input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) <input type="checkbox"/> Guards, Watchmen <input type="checkbox"/> Tunnel <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators <input type="checkbox"/> Residential <input type="checkbox"/> Moving furniture and equipment <input type="checkbox"/> Landscape Maintenance <input type="checkbox"/> Trash and refuse removal <input type="checkbox"/> Elevator maintenance <input type="checkbox"/> Window cleaners <input type="checkbox"/> Exterminators, Fumigators <input type="checkbox"/> Other (Describe) <input type="checkbox"/> Fire Safety Director, NYC Only
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester _____	Signature _____
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NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Department List 06/01/2022

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		DENNIS DAN OGBEIDE		P.O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****5067	DENOG PROTECTIVE SECURITY SERVICES INC		P. O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		9.35 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2023 DATE (MM/DD/YYYY)  
12/09/2021

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 LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
	PHONE (A/C, Ho., Ext.):	FAX (A/C, No.):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Indemnity Insurance Co of North America		43575
INSURER C: ACE Fire Underwriters Insurance Company		20702
INSURER D: ACE Property & Casualty Insurance Co		20699
INSURER E:		
INSURER F:		

INSURED  
1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED & SUBSIDIARY COMPANIES INCLUDING:  
WASTE MANAGEMENT OF NEW YORK, LLC  
100 RANSIER DRIVE  
WEST SENECA NY 14224

COVERAGES CERTIFICATE NUMBER: 3458648 REVISION NUMBER: XXXXXX

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 <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G72492365	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/PROP AGG \$ 6,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	MMT H25550328	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	XEUG27929242 007	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
B A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in Ill) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	Y	01/01/2022 01/01/2022 01/01/2022	01/01/2023 01/01/2023 01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25550286	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF WARREN COUNTY, ITS BOARD, OFFICERS AND/OR EMPLOYEES (ON ALL POLICIES EXCEPT WORKERS' COMPENSATION/EL) ON ISO FORM CG 2010 11 85 WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

### CANCELLATION

3458648  
WARREN COUNTY  
C/O WARREN COUNTY ATTORNEY'S OFFICE  
1340 STATE ROUTE 9  
LAKE GEORGE NY 12645

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



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>Waste Management of New York, LLC 100 Ransier Dr West Seneca, NY 14224</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 860-290-1250</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 76-0686861</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 76-0686861</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Warren County 1340 State Route 9 Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier Indemnity Insurance Co of North America</p> <p>3b. Policy Number of Entity Listed in Box "1a" WLR C68918595</p> <p>3c. Policy effective period 01/01/2022 to 01/01/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

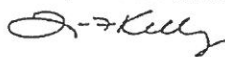
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Timothy F. Kelly  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  4/7/2022  
(Signature) (Date)

Title: CEO/Chairman

Telephone Number of authorized representative or licensed agent of insurance carrier: 713-458-5200

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



CERTIFICATE OF INSURANCE COVERAGE under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name &amp; Address of Insured (use street address only) Waste Management of New York, LLC 215 Varick Avenue Brooklyn, NY 11237</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy) Waste Management of New York, LLC 100 Rancier Dr. West Seneca, NY 14224</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 36-4206797</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Warren County C/O Warren County Attorney's Office Lake George, NY 12845</p>	<p>3a. Name of Insurance Carrier New York Life Group Insurance Company of NY</p> <p>3b. Policy Number of Entity Listed in Box "1a" NYD074540</p> <p>3c. Policy effective period 1/1/2022 to 1/1/2023</p>
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4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits.
- B. Disability benefits only.
- C. Paid family leave benefits only.

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed August 31, 2022 By \_\_\_\_\_  
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 1-866-761-4236 Name and Title Underwriting Director

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder. If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

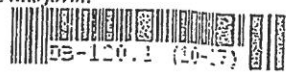
PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part I has been checked) State of New York

Workers' Compensation Board  
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

## DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



## LEASE AGREEMENT – SKI BOWL CONNECTOR TRAIL PARCEL – 2022 - 2023

**LEASE AGREEMENT**, dated October 30, 2022 (“Lease”) between **THE TOWN OF JOHNSBURG**, a governmental entity, having an address at P.O. Box 7, North Creek, New York 12853 (“the Town”), and **FRONTSTREET MOUNTAIN DEVELOPMENT, LLC**, a Delaware limited liability company, having an address at P.O. Box 142, Darien, CT 06820 (“FrontStreet”).

### RECITALS

A. **WHEREAS**, the parties hereto are parties to the Real Estate Agreement (Ski Lift Parcel) dated February 5, 2009 and Amendments relating thereto (“Real Estate Agreement”), which was recorded in 2009 in the Warren County Clerk’s Office, Queensbury, New York;

B. **WHEREAS**, the parties are parties to the Master Agreement dated November 3, 2005 (“Master Agreement”); and

C. **WHEREAS**, pending the completion and construction of the ski trails contemplated by the Master Agreement, the parties wish to allow the Town to use the property described in Exhibit A (the “Ski Bowl Connector Trail Parcel”) subject to the terms of the Real Estate Agreement and subject to the terms of this Lease.

### AGREEMENT

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

Section 1. Lease.

(a) For a period commencing with the signing of this Lease and ending on October 1, 2023 or until the ski trail construction contemplated under the Master Agreement has been completed, whichever occurs first, FrontStreet will grant to the Town the unlimited use of the Ski Bowl Connector Trail Parcel more fully described in Exhibit A.

(b) During the term of the Lease the Town may make any improvements to the Ski Bowl Connector Trail Parcel as it deems fit with no obligation to return the land to the state which existed prior to the commencement of the Lease.

(c) The rent payable to FrontStreet for the term of the Lease will be one dollar (\$1.00).

Section 2. Indemnity. The Town will be wholly responsible for any claims made by third parties in connection with its use of the Ski Bowl Connector Trail Parcel and will fully indemnify and hold FrontStreet harmless for and against any such claims.

Section 3. Counterparts. This Lease may be executed in any number of counterparts and each such counterpart shall be considered an original and an enforceable agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**TOWN OF JOHNSBURG**

By: \_\_\_\_\_  
Name:  
Title:

**FRONTSTREET MOUNTAIN  
DEVELOPMENT, LLC**

By: \_\_\_\_\_  
Name:  
Title:

## **Exhibit A to Lease Agreement**

**Property to be Leased to the Town of Johnsburg is designated as the “Ski Bowl Connector Trail” on the map entitled “Ski Bowl Park Trail System” which is posted on the Town of Johnsburg Web Site.**

TOWN OF JOHNSBURG

*Revised*  
10/31/2022  
13:58:16

Abstract # 014  
Summary by Fund

Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	47,656.71		47,656.71
DA	HIGHWAY FUND	52,407.51		52,407.51
L	LIBRARY FUND	1,417.01		1,417.01
SW	WATER DISTRICT	1,518.72		1,518.72
TA	TRUST AND AGENCY	1,072.85		1,072.85
<b>Total:</b>		<b>104,072.80</b>		<b>104,072.80</b>

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND

TOWN OF JOHNSBURG

Page 1 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/18/2022

NUMBER 014

TOTAL CLAIMS: \$104,072.80

To the Supervisor:

I certify that the vouchers listed on this Abstract were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

Oct. 31, 2022

Date

Jean M. Constock  
Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
715	<b>Andrea Hogan</b> October/Phone reimbursement	A1220.4	25.00	10123 10/19/2022
705	<b>Letitia Williams</b> balance of SCAR/conference travel	A1355.4	108.75	10113 10/19/2022
705	<b>Letitia Williams</b> 10/11/2022/60 miles travel for SCAR	A1355.4	37.50	10113 10/19/2022
714	<b>Staples Advantage</b> 3518804125/printer and ink for Town Clerk	A1410.4	299.88	10122 10/19/2022
714	<b>Staples Advantage</b> 3519906895/ink return refund	A1410.4	-168.34	10122 10/19/2022
713	<b>Miller, Mannix, Schachner &amp;</b> peaceful valley housing	A1420.4	2,579.00	10121 10/19/2022
700	<b>W. B. Mason Co. Inc.</b> 232464983/memory card/flash drive for safety officer	A1430.4	52.92	10108 10/19/2022
702	<b>Warren County Treasurer</b> invoice for calendars	A1430.4	121.32	10110 10/19/2022
704	<b>Joann Morehouse</b> snacks for training meeting	A1430.4	63.87	10112 10/19/2022
700	<b>W. B. Mason Co. Inc.</b> 232838347/bookkeeper toner	A1430.4	148.08	10108 10/19/2022
711	<b>Quill</b> 27720294/telephone stand	A1430.4	20.29	10119 10/19/2022
714	<b>Staples Advantage</b> 3518625209/ink for admin clerk printer	A1430.4	69.81	10122 10/19/2022
704	<b>Joann Morehouse</b> October/phone reimbursement	A1430.4	25.00	10112 10/19/2022
720	<b>North Shore Solutions</b> 2010-5707/PDF revision	A1430.4	113.75	10128 10/19/2022
720	<b>North Shore Solutions</b> 2010-5708/Email & services	A1430.4	230.00	10128 10/19/2022
737	<b>First National Bank of Omaha</b> 11/1/22 3944/Go daddy web fee	A1430.4	10.99	10144 10/19/2022
700	<b>W. B. Mason Co. Inc.</b> 232839954/toilet paper & paper towels	A1620.4	207.36	10108 10/19/2022

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND

TOWN OF JOHNSBURG

Page 2 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/18/2022

NUMBER 014

TOTAL CLAIMS: \$104,072.80

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
711	<b>Quill</b> facial tissue	A1620.4	6.99	10119 10/19/2022
719	<b>SLIC Network Solutions, INC.</b> 3206675/3 months phone charges/ delayed billing & install	A1620.4	1,988.00	10127 10/19/2022
721	<b>Seeley Office Systems</b> 325820/monthly service contract	A1620.4	30.00	10129 10/19/2022
700	<b>W. B. Mason Co. Inc.</b> 232240029/spic and span	A1620.4	89.99	10108 10/19/2022
723	<b>Madden Mechanical</b> 2161/water heater install at mealsite	A1620.4	412.50	10131 10/19/2022
727	<b>Braley &amp; Noxon Warrensburg</b> buildings	A1620.4	151.54	10135 10/19/2022
732	<b>Foresight Electronic Monitor</b> 30549/alarm inspection Hwy garage	A1620.4	60.00	10140 10/19/2022
732	<b>Foresight Electronic Monitor</b> 30550/alarm inspection/ town Hall	A1620.4	60.00	10140 10/19/2022
733	<b>National Grid</b> 10/29/22/13591-40043 21 Railroad place	A1620.4	929.04	10105 10/14/2022
733	<b>National Grid</b> 10/29/22/18840-34101 SR Citizens building	A1620.4	587.42	10105 10/14/2022
733	<b>National Grid</b> 10/29/22/20640-34119 Ski Bowl Rd 30HP Compactor	A1620.4	219.11	10105 10/14/2022
733	<b>National Grid</b> 10/29/22/20688-24100 2370 ST RT 28	A1620.4	58.78	10105 10/14/2022
733	<b>National Grid</b> 10/29/22/23240-34104 8 Peaceful Valley Rd	A1620.4	75.44	10105 10/14/2022
733	<b>National Grid</b> 10/29/22/53088-24101 Wevertown RD	A1620.4	34.10	10105 10/14/2022
733	<b>National Grid</b> 10/29/22/76440-34110 88 ski bowl road	A1620.4	391.95	10105 10/14/2022
733	<b>National Grid</b> 10/29/22/76640-33100 Main Street	A1620.4	21.02	10105 10/14/2022
751	<b>Charles Beaudet</b> 9/27/22-10/14/22/98 miles @ .625	A1620.4	61.25	10158 10/19/2022
730	<b>G.A. Bove Fuels</b> 95403/propane for Tannery Pond	A1620.41	244.25	10138 10/19/2022
732	<b>Foresight Electronic Monitor</b> alarm inspection/ Tannery Pond	A1620.41	60.00	10140 10/19/2022
733	<b>National Grid</b> 10/29/22/18750-39108 228 Main Tannery Pond	A1620.41	1,157.19	10105 10/14/2022
750	<b>Barrier Free Elevator Inc.</b> 23260/3 month elevator maintenance contract	A1620.41	149.00	10157 10/19/2022

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND

**TOWN OF JOHNSBURG**

*Page 3 of 9*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 10/18/2022**

**NUMBER 014**

**TOTAL CLAIMS: \$104,072.80**

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
735	<b>Warren County Treasurer</b> August 2022/Fire/JEMS Fuel	A380	1,677.08	10163 10/19/2022
713	<b>Miller, Mannix, Schachner &amp;</b> september/sewer district	A4010.4C	7,000.00	10121 10/19/2022
744	<b>FORT ORANGE PRESS</b> 18861011/SEWER ELECTION BALLOTS	A4010.4C	169.00	10151 10/19/2022
709	<b>First National Bank of Omaha</b>	A5010.4	345.79	10117 10/19/2022
709	<b>First National Bank of Omaha</b> 11/1/22 4535 9/8/22/Comfort Inn refund of taxes paid	A5010.4	-5.55	10117 10/19/2022
709	<b>First National Bank of Omaha</b> 11/1/22 4535 9/26/22/Inn @Holiday Valley - HWY School	A5010.4	225.00	10117 10/19/2022
709	<b>First National Bank of Omaha</b> 11/1/22 4535 9/26/22/Inn @Holiday Valley - HWY School	A5010.4	225.00	10117 10/19/2022
696	<b>National Grid</b> 10/17/22/51552-94102 - Outdoor lighting service	A5182.4	3,353.08	10102 09/29/2022
701	<b>Tannery Pond Center</b> Occ tax - Tables	A6410.4	2,500.00	10109 10/19/2022
701	<b>Tannery Pond Center</b> Occ Tax - Concerts	A6410.4	3,000.00	10109 10/19/2022
701	<b>Tannery Pond Center</b> Occ Tax - Concert	A6410.4	2,500.00	10109 10/19/2022
703	<b>Johnsburg Fine Arts</b> Occ Tax - Mosaic project	A6410.4	2,408.80	10111 10/19/2022
718	<b>Johnsburg Historical Society</b> Occ Tax/Occ Tax Grand Opening	A6410.4	1,995.43	10126 10/19/2022
734	<b>Warren-Hamilton Comm Act Agey</b> 10/14/22/July-September 2022 6 trips @245	A6772.4	1,470.00	10141 10/19/2022
698	<b>NY State Comptroller's Office</b> August 2022/State Share Fines & Fees	A690	1,249.00	10106 10/19/2022
716	<b>Matt Olden</b> October/phone reimbursement	A7110.4	25.00	10124 10/19/2022
700	<b>W. B. Mason Co. Inc.</b> 232527739/dry erase board for Parks	A7110.4	49.99	10108 10/19/2022
724	<b>EMERICH SALES AND SERVICES</b> air filters for mower	A7110.4	18.16	10132 10/19/2022
724	<b>EMERICH SALES AND SERVICES</b> servicing of mowers	A7110.4	63.00	10132 10/19/2022
726	<b>Falls Farm &amp; Graden Equip</b> 628252/chain saw and bar and chain	A7110.4	108.67	10134 10/19/2022
727	<b>Braley &amp; Noxon Warrensburg</b> September/parks	A7110.4	149.11	10135 10/19/2022



# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND

TOWN OF JOHNSBURG

Page 4 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/18/2022

NUMBER 014

TOTAL CLAIMS: \$104,072.80

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
728	<b>TC Murphy Lumber Co.</b> september/materials for building projects	A7110.4	91.45	10136 10/19/2022
735	<b>Warren County Treasurer</b> August 2022/Parks Fuel	A7110.4	764.83	10163 10/19/2022
722	<b>Lake George Region Plan Board</b> 22-80/grant admn work on contract #01-79-15123	A7145.4	2,000.00	10130 10/19/2022
706	<b>Colin Mangan</b> 9-6/9-29-22/164.5 miles	A8010.4	102.82	10114 10/19/2022
706	<b>Colin Mangan</b> 6-30/7-27-2022/109.5 miles	A8010.4	68.44	10114 10/19/2022
706	<b>Colin Mangan</b> 8-2-/8-24-2022/80 miles	A8010.4	50.00	10114 10/19/2022
706	<b>Colin Mangan</b> October/phone reimbursement	A8010.4	25.00	10114 10/19/2022
729	<b>Casella Waste Services</b> recycling	A8090.4	275.00	10137 10/19/2022
729	<b>Casella Waste Services</b> 2396902/trash/CD hauling fees	A8160.4	825.00	10137 10/19/2022
729	<b>Casella Waste Services</b> 2397921/Trash/CD hauling fees	A8160.4	986.82	10137 10/19/2022
731	<b>Waste Management Corporate Ser</b> 7353-4791-6/trash pickup	A8160.4	1,822.77	10139 10/19/2022
697	<b>HIGHMARK BLUE SHIELD OF NE NY</b> 222670000169/Billing Period	A9060.8	1,187.28	10103 09/30/2022
725	<b>Ray Flath</b> boot reimbursement	A9089.8	197.99	10133 10/19/2022

# ABSTRACT OF AUDITED VOUCHERS

## HIGHWAY FUND

TOWN OF JOHNSBURG

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WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/18/2022

NUMBER 014

TOTAL CLAIMS: \$104,072.80

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
709	First National Bank of Omaha	DA5010.4	345.79	10117 10/19/2022
709	First National Bank of Omaha	DA5010.4	-0.77	10117 10/19/2022
709	First National Bank of Omaha 11/1/22 4535 9/8/22/Comfort Inn refund of taxes paid	DA5010.4	-5.55	10117 10/19/2022
709	First National Bank of Omaha 11/1/22 4535 10/5/22/Late Fee	DA5010.4	39.00	10117 10/19/2022
709	First National Bank of Omaha 11/1/22 4535 10/5/22/Finance Charge	DA5010.4	1.75	10117 10/19/2022
709	First National Bank of Omaha August/monthly billing	DA5110.4	508.90	10117 10/19/2022
735	Warren County Treasurer August 2022/Highway Fuel	DA5110.4	8,245.84	10163 10/19/2022
709	First National Bank of Omaha 11/1/22 4535 9/23/22/KWIK Fill - gas	DA5110.4	8.00	10117 10/19/2022
709	First National Bank of Omaha 11/1/22 4535 9/23/22/KWIK Fill - gas	DA5110.4	100.00	10117 10/19/2022
748	YACANO ENTERPRISES LLC 253/10/1/22-11/1/22 RENTAL BOOM MOWER	DA5110.4	5,500.00	10155 10/19/2022
748	YACANO ENTERPRISES LLC 253/SELECTIVE INSURANCE	DA5110.4	500.00	10155 10/19/2022
710	Peckham Materials Corp 22-2064-02/paving	DA5112.2	25,160.00	10118 10/19/2022
717	ADMAR Construction Equipment AL2006385/monthly rental Jumping jack 7/20-8/16	DA5112.2	505.00	10125 10/19/2022
717	ADMAR Construction Equipment AL 2007184/monthly rental Jumping Jack 8/17-9/13	DA5112.2	505.00	10125 10/19/2022
736	JMT of New York Inc. 1-103852/Engineering for Durkin Road	DA5112.2	810.00	10143 10/19/2022
709	First National Bank of Omaha 11/1/22 4535 9/8/22/Forestry Suppliers Inc	DA5130.2	926.08	10117 10/19/2022
709	First National Bank of Omaha 11/1/22 4535 10/4/22/Amazon	DA5130.2	284.47	10117 10/19/2022
747	Woodward Equipment Co 10/10/22/93900 Fisher Plow	DA5130.2	8,037.00	10154 10/19/2022
707	NAPA Auto Parts September/vehicle parts	DA5130.4	235.41	10115 10/19/2022
708	MSC Industrial Supply 32390856/disposable gloves	DA5130.4	106.74	10116 10/19/2022
749	Lake George Auto and Marine ID 298315/Brake Cans for 2013 International	DA5130.4	155.86	10156 10/19/2022

**ABSTRACT OF AUDITED VOUCHERS**

**HIGHWAY FUND**

**TOWN OF JOHNSBURG**

*Page 6 of 9*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 10/18/2022**

**NUMBER 014**

**TOTAL CLAIMS: \$104,072.80**

<b>Voucher #</b>	<b>Claimant/Invoice/Description</b>	<b>Account #</b>	<b>Amount</b>	<b>Check</b>
745	<b>Dan Hitchcock</b> 10/12/22/Keen Work Boots	DA9089.8	419.98	10152 10/19/2022
746	<b>Ken Murphy</b> 10/6/22/Pain Management Co pay	DA9089.8	19.01	10153 10/19/2022

# ABSTRACT OF AUDITED VOUCHERS

## LIBRARY FUND

TOWN OF JOHNSBURG

Page 7 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/18/2022

NUMBER 014

TOTAL CLAIMS: \$104,072.80

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
738	<b>Southern ADK Library System</b> 2022-8/JBG Automation Fee	L7410.4	452.34	10145 10/19/2022
739	<b>Midwest Tape</b> 502617742/DVD	L7410.4	45.73	10146 10/19/2022
739	<b>Midwest Tape</b> 502634322/DVD	L7410.4	26.24	10146 10/19/2022
739	<b>Midwest Tape</b> 502716989/DVD	L7410.4	38.48	10146 10/19/2022
740	<b>Baker &amp; Taylor</b> 2036978688/3 Books	L7410.4	41.39	10147 10/19/2022
740	<b>Baker &amp; Taylor</b> 2036978587/2 Books	L7410.4	29.87	10147 10/19/2022
740	<b>Baker &amp; Taylor</b> 2037022791/25 Books	L7410.4	398.23	10147 10/19/2022
741	<b>Carrie Mason</b> 9/9/22/111-8534307-4557007 coffee supplies	L7410.4	32.99	10148 10/19/2022
741	<b>Carrie Mason</b> 9/9/22/111-6063378-7201805 coffee supplies	L7410.4	130.46	10148 10/19/2022
741	<b>Carrie Mason</b> 8/28/22/113-3447062-7377036 - story walk	L7410.4	8.71	10148 10/19/2022
741	<b>Carrie Mason</b> 9/14/22/111-7540764-6113011 coffee supplies	L7410.4	25.45	10148 10/19/2022
741	<b>Carrie Mason</b> 9/14/22/111-8446314-2816224 coffee supplies	L7410.4	24.67	10148 10/19/2022
741	<b>Carrie Mason</b> 9/14/22/111-4753184-2816224 coffee supplies	L7410.4	10.69	10148 10/19/2022
741	<b>Carrie Mason</b> 9/14/22/Staples Receipt	L7410.4	47.59	10148 10/19/2022
742	<b>Gale/Cengage Learning</b> 79027951/Large type book	L7410.4	31.19	10149 10/19/2022
742	<b>Gale/Cengage Learning</b> 79116622/Large Type Book	L7410.4	24.80	10149 10/19/2022
743	<b>Demco</b> 7189330/Office supplies	L7410.4	48.18	10150 10/19/2022

# ABSTRACT OF AUDITED VOUCHERS

## WATER DISTRICT

TOWN OF JOHNSBURG

Page 8 of 9

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 10/18/2022

NUMBER 014

TOTAL CLAIMS: \$104,072.80

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
699	<b>UDIGNY, INC.</b> 22090612/late fees & xmit voice	SW8320.4	11.00	10107 10/19/2022
712	<b>Braley &amp; Noxon Warrensburg</b> september/paint, bee spray	SW8320.4	23.18	10120 10/19/2022
733	<b>National Grid</b> 10/29/22/16888-24107 Main Street Pump	SW8320.4	148.47	10105 10/14/2022
733	<b>National Grid</b> 10/29/22/27331-38006 Ski Bowl Rd Well #5&6	SW8320.4	655.62	10105 10/14/2022
733	<b>National Grid</b> 10/29/22/71240-34105 Peaceful Valley Road Pump	SW8320.4	22.71	10105 10/14/2022
733	<b>National Grid</b> 10/29/22/69840-33101 88 Ski Bowl Road Well#4	SW8320.4	657.74	10105 10/14/2022

**ABSTRACT OF AUDITED VOUCHERS**

**TRUST AND AGENCY**

**TOWN OF JOHNSBURG**

*Page 9 of 9*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 10/18/2022**

**NUMBER 014**

**TOTAL CLAIMS: \$104,072.80**

<b>Voucher #</b>	<b>Claimant/Invoice/Description</b>	<b>Account #</b>	<b>Amount</b>	<b>Check</b>
66	<b>Empire Blue Cross</b> 0202210701613/Billing Period 11/1/22-12/1/22	TA27	37.28	9780 10/14/2022
63	<b>Aflac New York</b> 044249/September Billing Period	TA29	420.48	9774 09/29/2022
60	<b>Warren County Sheriff</b> PR #20/Court Case#334/07 Case 14000054	TA36	164.00	9769 09/26/2022
61	<b>NYS Child Support Processing</b> PR#20/BF47418A3 PR#20	TA36	56.00	9770 09/26/2022
64	<b>Warren County Sheriff</b> PR#21/Court case 334/07 Case 14000054	TA36	164.00	9778 10/11/2022
65	<b>NYS Child Support Processing</b> PR#21/BF47418A3 PR#21	TA49	56.00	9779 10/11/2022
62	<b>DEANA WOOD</b> Replace 9621/Replace check 9621 - deposited to town account	TA85	175.09	9773 09/26/2022

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TOWN OF JOHNSBURG

Abstract # 015  
Summary by Fund

10/31/2022  
11:08:33

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Code	Fund	Prepays	Unpays	Totals
A	GENERAL FUND	12,862.50	50,641.04	63,503.54
DA	HIGHWAY FUND	15,727.09	10,993.07	26,720.16
L	LIBRARY FUND	677.60		677.60
SM	EMS		149,878.75	149,878.75
SW	WATER DISTRICT	338.80	8,588.97	8,927.77
TA	TRUST AND AGENCY	640.48		640.48
<b>Total:</b>		<b>30,246.47</b>	<b>220,101.83</b>	<b>250,348.30</b>

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# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND

**TOWN OF JOHNSBURG**

*Page 1 of 10*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 11/01/2022**

**NUMBER 015**

**TOTAL CLAIMS: \$250,348.30**

To the Supervisor:

I certify that the vouchers listed on this Abstract were audited by the Town Board on the above date and allowed in the amounts shown. You are hereby authorized to pay to each of the claimants the amount opposite their name.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Clerk/Comptroller

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
758	<b>David Cavanagh</b> brackets for shelf	A1110.4	23.13	
758	<b>David Cavanagh</b> plywood for shelf	A1110.4	79.98	
758	<b>David Cavanagh</b> certified letter for civil case	A1110.4	7.85	
795	<b>Candace Lomax</b> 10/27/22/Additional BAR pay	A1355.4	50.00	
796	<b>Kim Smith</b> 10/27/22/Additional BAR Pay	A1355.4	50.00	
797	<b>CHRISTOPHER J HEIDRICH</b> 10/27/22/Additional Pay	A1355.4	50.00	
798	<b>Lloyd Burch</b> 10/27/22/Additional Pay BAR	A1355.4	50.00	
799	<b>Janet Konis</b> 10/27/22/Additional Pay BAR members	A1355.4	50.00	
801	<b>Miller, Mannix, Schachner &amp;</b> Assessment matters	A1355.4	609.00	
771	<b>Mike Cifaratta</b> Scar/SCAR court Cost reimbursement	A1355.41	30.00	
786	<b>Sun Community News</b> 321848/help wanted for wingman	A1410.4	31.25	
786	<b>Sun Community News</b> 321849/help wanted CDL driver	A1410.4	31.25	
802	<b>The Post Star</b> 126531/Legal ad for preliminary budget	A1410.4	38.95	
803	<b>Sun Community News</b> 323557/Help wanted - Parks Superintendent	A1410.4	83.75	
801	<b>Miller, Mannix, Schachner &amp;</b> September 2022/general legal services, and Article 78	A1420.4	5,474.00	
773	<b>Ernest Dunkley, II</b> 9-30-2022/mileage for boot fund research	A1430.4	66.25	
791	<b>W. B. Mason Co. Inc.</b> 233375182/folders, legal pads	A1430.4	20.50	

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND

**TOWN OF JOHNSBURG**

*Page 2 of 10*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 11/01/2022**

**NUMBER 015**

**TOTAL CLAIMS: \$250,348.30**

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
794	<b>Andrea Hogan Petty Cash Officer</b> 4/6/22/Certified mail	A1430.4	8.16	
794	<b>Andrea Hogan Petty Cash Officer</b> 5/24/22/Certified mail	A1430.4	7.38	
794	<b>Andrea Hogan Petty Cash Officer</b> 6/10/22/Certified mail	A1430.4	8.16	
794	<b>Andrea Hogan Petty Cash Officer</b> 6/16/22/Certified mail	A1430.4	8.95	
794	<b>Andrea Hogan Petty Cash Officer</b> 6/24/22/Certified mail	A1430.4	8.98	
794	<b>Andrea Hogan Petty Cash Officer</b> 7/12/22/extra ounce stamps	A1430.4	3.96	
794	<b>Andrea Hogan Petty Cash Officer</b> 7/25/22/certified mail	A1430.4	8.69	
794	<b>Andrea Hogan Petty Cash Officer</b> 8/1/22/overnight easement Glen creek bridge	A1430.4	26.95	
794	<b>Andrea Hogan Petty Cash Officer</b> 8/24/22/certified mail	A1430.4	8.95	
794	<b>Andrea Hogan Petty Cash Officer</b> 10/24/22/certified mail	A1430.4	8.69	
752	<b>North Creek Water Department</b> 10/21/21/Water rent - Landfill	A1620.4	254.00	10159 10/21/2022
752	<b>North Creek Water Department</b> 10/21/22/Water Rent - Sr. Meal site	A1620.4	570.00	10159 10/21/2022
752	<b>North Creek Water Department</b> 10/21/22/Water Rent - town Hall	A1620.4	275.00	10159 10/21/2022
752	<b>North Creek Water Department</b> 10/21/21/Water Rent - Highway	A1620.4	396.00	10159 10/21/2022
752	<b>North Creek Water Department</b> 10/21/21/Water Rent - Ski Pavilion	A1620.4	279.00	10159 10/21/2022
753	<b>National Grid</b> 11/5/2022/41088-24106	A1620.4	33.30	10160 10/21/2022
754	<b>Frontier</b> 10/31/22/518-251-5529-062899-4 -court fax	A1620.4	75.82	10161 10/21/2022
754	<b>Frontier</b> 10/31/22/518-251-5788-071502-4 Wevertown	A1620.4	95.81	10161 10/21/2022
754	<b>Frontier</b> 10/31/22/518-251-4350-022216-4 scout hall	A1620.4	95.81	10161 10/21/2022
754	<b>Frontier</b> 10/31/22/518-251-2599-071502-4 scout hall	A1620.4	57.60	10161 10/21/2022
754	<b>Frontier</b> 10/31/22/518-251-2742-071502-4 Dump	A1620.4	62.47	10161 10/21/2022

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND

**TOWN OF JOHNSBURG**

*Page 3 of 10*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 11/01/2022**

**NUMBER 015**

**TOTAL CLAIMS: \$250,348.30**

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
754	<b>Frontier</b> 10/31/22/518-251-3113-101204-4 -HWY	A1620.4	75.82	10161 10/21/2022
754	<b>Frontier</b> 10/31/22/518-251-5913-071502-4 HWY	A1620.4	75.82	10161 10/21/2022
754	<b>Frontier</b> 10/31/22/518-251-2113-071502-4 - HWY	A1620.4	95.81	10161 10/21/2022
754	<b>Frontier</b> 10/31/22/518-251-9899-061620-4 - Internet	A1620.4	29.99	10161 10/21/2022
754	<b>Frontier</b> 10/31/22/518-251-5120-122393-4 courthouse	A1620.4	105.81	10161 10/21/2022
763	<b>NY Fire and Security</b> 49732/fire system inspection at mealsite	A1620.4	224.90	
766	<b>Charlie's Vacuums, com</b> 907781/repairs on Town Hall Vacuum	A1620.4	199.91	
774	<b>Madden Mechanical</b> 2160/repairs to boiler at Wevertown & Town Hall	A1620.4	1,701.10	
792	<b>Main Care Energy</b> 10/10/2022 delivery/fuel oil with winter guard	A1620.4	6,094.18	
792	<b>Main Care Energy</b> applying credit from 2021	A1620.4	-1,814.36	
752	<b>North Creek Water Department</b> 10/21/22/Water Rent - TPC	A1620.41	275.00	10159 10/21/2022
754	<b>Frontier</b> 10/31/22/518-251-2557-071502-4 - Tannery	A1620.41	85.18	10161 10/21/2022
760	<b>Colvin Computer Consulting</b> oct 10, 2022/Tannery Pond reinstall NVR and reset cameras	A1620.41	500.00	
765	<b>Thermal Associates LLC</b> 112157419/circulator pumps & labor	A1620.41	2,152.68	
765	<b>Thermal Associates LLC</b> 112642795/air filters for heating system	A1620.41	333.00	
765	<b>Thermal Associates LLC</b> M19473/final bill instalment on new heat pumps	A1620.41	5,000.00	
767	<b>Askco Electric Supply, Inc</b> 354932/ballasts and light bulbs	A1620.41	127.95	
769	<b>G.A. Bove Fuels</b> 97997/Propane for Tannery Pond	A1620.41	45.69	
801	<b>Miller, Mannix, Schachner &amp;</b> sewer district	A4010.4C	1,407.00	
761	<b>Hudson Headwaters Health Net</b> 15745/1/2 of annual payment Sept 22 - Feb 23	A4560.4	15,000.00	
759	<b>Santore's Fireworks</b> 221024/Fireworks display on 7/2/2022	A6410.4	10,000.00	

# ABSTRACT OF AUDITED VOUCHERS

## GENERAL FUND

TOWN OF JOHNSBURG

Page 4 of 10

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 11/01/2022

NUMBER 015

TOTAL CLAIMS: \$250,348.30

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
768	<b>Northern Septic &amp; Portajohn</b> 661/port a potty for riverfront park & Cleaning	A7110.4	490.00	
772	<b>Reisha Thissell</b> 9-29-2022/71.6 miles for ZBA training Old Forge	A8010.4	44.75	
772	<b>Reisha Thissell</b> 10-5-2022/70.9 miles ZBA traing Lake Placid	A8010.4	44.31	
772	<b>Reisha Thissell</b> 10-5-2022/Hotel reimbursement for ZBA in Lake Placid	A8010.4	170.15	
764	<b>Casella Waste Services</b> 2399859/Hauling fees for recycling	A8090.4	75.00	
764	<b>Casella Waste Services</b> hauling fees for Cand D	A8160.4	1,175.00	
764	<b>Casella Waste Services</b> 2403453/Hauling fees for C&D	A8160.4	825.00	
800	<b>CDPHP</b> 20031287/11/1/22-11/30/22	A9060.8	2,032.80	10162 10/27/2022
800	<b>CDPHP</b> 222860023943/11/1/22-11/30/22	A9060.8	7,891.46	10162 10/27/2022

# ABSTRACT OF AUDITED VOUCHERS

## HIGHWAY FUND

**TOWN OF JOHNSBURG**

*Page 5 of 10*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 11/01/2022**

**NUMBER 015**

**TOTAL CLAIMS: \$250,348.30**

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
780	<b>Mitchell Stone Products</b> September statement/Item # 4	DA5110.4	4,179.53	
787	<b>JMT of New York Inc.</b> 2-103851/engineering services Glen Creek	DA5112.2	1,485.00	
775	<b>Adirondack 2-way Radio Inc</b> 174260/portable radio and speaker	DA5130.2	371.00	
755	<b>Noble Gas Solutions</b> 01272298/tank pickup	DA5130.4	15.00	
755	<b>Noble Gas Solutions</b> 01266056/tank rental	DA5130.4	89.28	
755	<b>Noble Gas Solutions</b> 01270733/tank rental	DA5130.4	86.40	
756	<b>Warren Tire Service</b> 75925/O-rings for 1994 cat loader	DA5130.4	91.80	
757	<b>Montage Enterprises</b> 100066/Hub and pulley for 2012 mower head	DA5130.4	397.05	
776	<b>Capital Tractor Inc</b> PG60823/parts for Holland tractor 2014	DA5130.4	179.04	
777	<b>United Construction &amp; Forestry</b> 9635170/parts and filters for Backhoe	DA5130.4	203.66	
778	<b>VI Enterprises</b> September 2022/machinery parts	DA5130.4	939.48	
779	<b>Allegiance Trucks</b> September 2022/Allegiance truck parts	DA5130.4	1,104.38	
782	<b>HAUN Welding Supply, Inc.</b> 9/30/2022/final charge	DA5130.4	11.89	
783	<b>The Safety Warehouse</b> 423544/safety equipment	DA5130.4	155.00	
784	<b>Wallace Supply Co., INC</b> 35950/parts for 928 cat loader	DA5130.4	278.26	
785	<b>Brenntag Lubricants, LLC</b> BLN22-111244/mobilube HD Plus	DA5130.4	504.98	
788	<b>Braley &amp; Noxon Warrensburg</b> September 2022/mechanical supplies	DA5130.4	158.83	
790	<b>MSC Industrial Supply</b> 436610986/adapters	DA5130.4	23.93	
800	<b>CDPHP</b> 20031287/11/1/22-11/30/22	DA9060.8	2,710.40	10162 10/27/2022
800	<b>CDPHP</b> 222860023943/11/1/22-11/30/22	DA9060.8	13,016.69	10162 10/27/2022
781	<b>Kenneth Mulvey</b> workboots	DA9089.8	428.66	

**ABSTRACT OF AUDITED VOUCHERS**

**HIGHWAY FUND**

**TOWN OF JOHNSBURG**

*Page 6 of 10*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 11/01/2022**

**NUMBER 015**

**TOTAL CLAIMS: \$250,348.30**

<b>Voucher #</b>	<b>Claimant/Invoice/Description</b>	<b>Account #</b>	<b>Amount</b>	<b>Check</b>
789	<b>Robert K Austin</b> october/boot reimbursement	DA9089.8	289.90	

**ABSTRACT OF AUDITED VOUCHERS**

**LIBRARY FUND**

**TOWN OF JOHNSBURG**

*Page 7 of 10*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 11/01/2022**

**NUMBER 015**

**TOTAL CLAIMS: \$250,348.30**

<b>Voucher #</b>	<b>Claimant/Invoice/Description</b>	<b>Account #</b>	<b>Amount</b>	<b>Check</b>
800	CDPHP 20031287/11/1/22-11/30/22	L9060.8	677.60	10162 10/27/2022



**ABSTRACT OF AUDITED VOUCHERS**

EMS

TOWN OF JOHNSBURG

Page 8 of 10

WARREN COUNTY, NEW YORK

DATE OF AUDIT: 11/01/2022

NUMBER 015

TOTAL CLAIMS: \$250,348.30

Voucher #	Claimant/Invoice/Description	Account #	Amount	Check
793	Johnsburg Emergency Services 11/1/22/4th contractual payment 2022	SM4540.4	149,878.75	

**ABSTRACT OF AUDITED VOUCHERS**

**WATER DISTRICT**

**TOWN OF JOHNSBURG**

*Page 9 of 10*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 11/01/2022**

**NUMBER 015**

**TOTAL CLAIMS: \$250,348.30**

<b>Voucher #</b>	<b>Claimant/Invoice/Description</b>	<b>Account #</b>	<b>Amount</b>	<b>Check</b>
762	<b>Cyclops Process Equipment</b> 30536/Chemical Feed pump for well # 5	SW8320.4	1,549.62	
770	<b>Cedarwood Environmental Servic</b> 8:2022-23/labor	SW8320.4	4,140.00	
770	<b>Cedarwood Environmental Servic</b> Contract	SW8320.4	2,899.35	
800	<b>CDPHP</b> 20031287/11/1/22-11/30/22	SW9060.8	338.80	10162 10/27/2022

**ABSTRACT OF AUDITED VOUCHERS**

**TRUST AND AGENCY**

**TOWN OF JOHNSBURG**

*Page 10 of 10*

**WARREN COUNTY, NEW YORK**

**DATE OF AUDIT: 11/01/2022**

**NUMBER 015**

**TOTAL CLAIMS: \$250,348.30**

<b>Voucher #</b>	<b>Claimant/Invoice/Description</b>	<b>Account #</b>	<b>Amount</b>	<b>Check</b>
69	<b>Aflac New York</b> 063773/October Billing Period	TA29	420.48	9788 10/27/2022
67	<b>Warren County Sheriff</b> PR #22/Court Case#334/07 Case 14000054	TA36	164.00	9784 10/24/2022
68	<b>NYS Child Support Processing</b> PR #22/BF47418A3 PR#22	TA49	56.00	9785 10/24/2022