

VILLAGE OF RYE BROOK

**DEPARTMENT of PUBLIC WORKS
And ENGINEERING**



Emergency Procurement

Substantial Business Terms Associated with the Proposal

September 13, 2019

CHRISTOPHER BRADBURY
VILLAGE OF RYE BROOK ADMINISTRATOR/CLERK

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RYE BROOK SUPERINTENDENT OF PUBLIC WORKS AND ENGINEERING

Table of Contents:

<u>Section</u>	<u>Title</u>	<u>Page No.</u>
I.	Residential Sanitation Collection Service including Recycling, Bulk Trash, Green Waste, White Goods and Bulk Metal in the Village of Rye Brook.	
II.	Proposal Specifications.....	16 18
III.	Proposal Form	196 24
IV.	Certificate of Authority.....	25
V.	Non-Collusive Proposal Certificate.....	26
VI.	Equal Employment Opportunity Certification	27
VII.	General Municipal Law §103-g(4) Certification	28
VIII.	Contract for Residential and Municipal Sanitation Collection	29
	Part A. Parties.....	29
	Part B. Definitions	296 31
	Part C. Services	31
	Part D. Insurance and Indemnity	326 34
	Part E. Termination.....	34
	Part F. Labor.....	346 36
	Part G. Compliance with Laws and Regulations.....	366 37
	Part H. Payment.....	376 49
	Part I. Miscellaneous Contract Terms	39 - 40
	1. Assignment Restricted.....	39
	2. Contractor's Address for Service and Notice	39
	3. Contract Binding on Successors	39
	4. Small Dead Animals.....	39
	Part J. Special Conditions	40 - 44
	1. Equipment.....	406 44
	2. Office Location and Missed Stop Service	41
	3. Complaint Log	41
	4. Notice to Homeowner	41
	5. Work Conditions	42
	6. Scheduling and Routing	42
	7. Intoxicants Prohibited.....	42
	8. Time to Begin Work.....	43
	9. Radioactive Waste aka "Hot Loads".....	43
	10. Uniform Traffic Law	43
	11. Cancellation / "Push back" of collection due to weather	43
	12. Private Property Damage.....	44
	Part K. Term.....	44
	Part L. Emergencies.....	44
	Part M. Execution of Contract.....	456 47
	Part N. Sample Form: Performance Bond	486 51
	Part O. Sexual harassment: written policy & training Affidavit	52
	Appendix	53

Appendix A.

Village of Rye Brook Code Chapter 135 "Garbage, Rubbish and Refuse"

Appendix B.

Street List, Route Schedules, and Collection Zone Map

Appendix C.

Prevailing Wage Rates

Appendix D.

Oops Stickers

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Section II.
Specifications:

1. Services to be provided

The Village of Rye Brook (the "Village") is seeking qualified Proposal submitters to provide residential sanitation services to the residents of the Village and municipal sanitation services to Village owned facilities.

The "**Residential Sanitation Services**" to be provided include: (a) twice a week collection of household garbage and refuse for which two options of service are being explored; (b) curbside collection of recyclables once a week; (c) curbside collection of green waste once a week on Wednesdays; (d) curbside collection of bulk trash twice monthly on the second and fourth Wednesdays; and (e) curbside collection of white goods and bulk metal once a week. These services shall be provided in accord with all federal, state, county and local laws and regulations including but not limited to Chapter 135 of the Code of The Village of Rye Brook (the "Village Code") (Appendix A) and as described in these Specifications and in the Contract for Residential and Municipal Sanitation Collection (Section VIII). The terms used in this package shall have the meanings set forth in these Specifications (Section II), the Contract for Residential and Municipal Sanitation Collection herein (Section VIII), and those provided in Section 135-1 of the Village Code (see Appendix A).

Residential Sanitation Services are to be provided to all residential dwellings within the Village on both public and private roadways. It is estimated that there are approximately three thousand three hundred and eight (3,358) homes in the Village. It is anticipated that an additional Seventy-five (75) new homes may be developed and occupied during the duration of the proposed contract for a total of three thousand four hundred thirty-three (3,433) homes. Each proposal price should reflect and accommodate additional homes that may be constructed during the period of the proposed contract.

Proposal submitters shall note that E-Waste is not to be collected under any collection service.

At no time shall any residential or municipal garbage, refuse, bulk trash, green waste, white goods, bulk metals, and recyclables collected by the successful proposal submitter in the Village pursuant to the contract intended to result from this proposal be mixed with any items or materials collected or obtained outside of the Village.

Residential Household Garbage and Refuse Collection Service shall mean the scheduled collection of residential garbage and refuse from individual private residential dwellings on both private and public streets twice each week, but not more frequently than every other day, excluding Saturdays and Sundays, i.e. Monday and Thursday, or Tuesday and Friday. When an observed holiday occurs during a week, the collection schedule will be modified to maintain the required number of garbage pickups. The collection is accomplished by emptying garbage cans usually of a 30 gallon or less capacity, and then carrying the garbage by hand, in bags, tote barrel or roll-out container for disposal in a packer garbage truck, which truck shall have the capability to fully enclose and compress the garbage. Service shall be to all residential dwellings in the Village of

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Rye Brook on both public and private roadways. This service will be provided as either rear yard collection or as curbside collection. Proposal submitters shall provide prices for both options in their proposals that are reflective of the two different levels of service on the proposal forms included in this package. The Village Board of Trustees will make a determination of service level desired after review of all proposals and award a contract based upon Option A or Option B at its sole discretion.

“Rear Yard Collection” (Proposal 1) shall mean the collection of residential garbage and refuse from a point beyond the front yard setback of each dwelling and generally from the rear or side yard. A satellite vehicle, which is a pickup truck, smaller three wheeled vehicles, or similar small truck, may be used in cases of unusually long driveways or difficult access. Transfer from these satellite vehicles into a larger container or vehicle shall only be allowed if permitted by law. Service shall be to all residential dwellings in the Village on both public and private roadways.

“Curbside Collection” (Proposal 2) shall mean the collection of residential garbage and refuse placed at the street edge or curb line on both public and private roadways for pick-up and disposal. The Village is not requiring the use of uniform specialized bulk containers to automate the process at this time. Curbside collection includes subterranean storage that currently exists at or near the curb in homes with limited or no front yard area (i.e. The Arbors) and a 10-30 yard container provided by the successful proposal submitter at the Grant Street senior affordable housing development. In areas with sidewalks, curbside shall mean the area immediately beyond the sidewalk, closer to the residence, in an area generally that is not obstructive to pedestrians.

“Residential Curbside Bulk Trash Collection Service” shall mean the scheduled collection of “bulky waste” as defined in Section 135-1 of the Village Code as well as discarded clothes, plumbing fixtures, rugs, and appliances that are not recyclable, which have been placed by the occupants of private residential dwellings at the street edge or curb line on both public and private roadways for pick-up and disposal. The collection shall occur twice a month on every second and fourth Wednesday and the collected bulk trash shall be taken to the County Transfer Station. If a Holiday occurs on a Wednesday, then Bulk Trash collection is cancelled that week. .

“Residential Curbside Green Waste Collection Service” shall mean the scheduled collection of compostable material referred to as yard organics in Section 135-1 of the Village Code, which has been placed by the occupants of private residential dwellings at the street edge or curb line on both public and private roadways for pick-up and disposal. Materials constituting green waste shall include, but not be limited to properly contained and/or tied:

<i>Brush</i>	<i>Leaves</i>
<i>Grass Clippings</i>	<i>Twigs</i>
<i>Mulch</i>	<i>Christmas Trees</i>

The collection of fall leaves is excluded from the contract intended to result from this proposal. Green waste collection is throughout the year, not just seasonal. During the Months of December, January and February, the successful Proposal submitters **SHALL** collect Christmas trees as part of

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

the green waste collection on each Wednesday. Christmas trees shall not be in bags and shall be clear of any lights, ornaments, etc. To be collected, green waste must be placed in approved containers or by approved methods, such as bundled. The collection of green waste shall be made from all residential dwellings on public and private streets once (1) each week on Wednesday. Generally, the Wednesday green waste collection is canceled during the week in which an observed holiday occurs to accommodate the observed holiday schedule. The collection of green waste shall be separate and segregated from all other waste collections. The successful Proposal submitters shall pay close attention to ensure green waste is not collected with any non organic debris. If such contaminants are found within green waste, such green waste shall be separated or Oops Stickered and the Village notified. It is the intent of this section to provide for the removal of compostable materials from the waste stream in compliance with Westchester County Source Separation regulations. Collected green waste shall be transported to and unloaded at the Village-owned compost site, which is currently located at 311 Lincoln Avenue in the Village, which is by Westchester County Airport off King Street. The location of green waste disposal may be changed at the discretion and direction of the Village Superintendent of Public Works/Village Engineer. The Village's compost site is under New York State DEC permit, and it shall be the successful Proposal submitters' responsibility to inspect and remove any non compostable material from green waste both at the time of collection and at the time of disposal. Any non compostable materials collected with green waste shall be disposed of properly by the successful Proposal submitters. Access to the Village Compost Site will be between 8:00 a.m. and 4:00 p.m., except for emergencies. Should an emergency situation occur, the successful Proposal submitters shall contact the Village Superintendent of Public Works/Village Engineer to arrange access to the Site.

“Residential Curbside White Goods and Bulk Metal Collection Service” The resulting contract shall include the collection and proper and lawful disposal of White Goods and Bulk Metal items. White Goods are appliances (washing machines, dryers, dishwashers, refrigerators, freezers and air conditioners) properly drained of all Freon and tagged as such by a licensed technician. Bulk Metal is larger metals (i.e. scrap aluminum, steel, iron, etc.) that may have a recycling or scrap value, as limited by Village Code and includes but is not limited to those items defined as “bulky metals” in Section 135-1 of the Village Code that do not qualify as White Goods.

“Residential Curb-Side Recycling Collection Service” shall mean the scheduled collection of residential recyclables, which are newspapers, corrugated cardboard, “junk mail”, magazines, telephone books, plastics (numbers 1 through 7), aluminum, glass, and all other items currently accepted as recyclables by Westchester County and acceptable at the Westchester County Materials Recovery Facility (MRF) pursuant to the Village's participation agreement with the County, or to a licensed dealer or marketer in such recyclables. The collection is accomplished by emptying containers of a capacity not more than 20 gallons, which have been placed by the occupants of private residential dwellings within the front yard of each dwelling (generally street edge or curb line) for pick-up and disposal, into a truck assigned for such use. Pickup of recyclables shall be from all residential dwellings in the Village on both public and private roadways.

“E-Waste” shall mean TVs, computers and all computer components including but not limited to wires, printers, scanners, fax machines, DVD's, VCR's, digital music players, video recorders, cable or satellite receivers, electronic or video game consoles, microwaves, and cell phones. Effective January 1, 2012, New York State law prohibits “E-Waste” from disposal with

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

household trash. Due to this New York State law, these items can no longer be collected curbside by the Village or the successful Proposal submitters . Pickup of E-Waste by the successful Proposal submitters is prohibited. Any fines associated with non compliance with this prohibition shall be the sole burden of the successful Proposal submitters and not the Village. E-Waste shall be removed from household trash, Oops Stickered and left curbside.

“Municipal Sanitation Services” The successful Proposal submitters will be required to provide solid waste and recyclable collection services twice a week to all facilities owned by the Village at no additional cost to the Village. These collections will be considered incidental to the Residential Sanitation Services. As with the Residential Sanitation Services, (1) municipal garbage and refuse shall be collected twice per week and taken to The Westchester County’s Brockway Place Transfer Station Solid Waste Facility, White Plains NY; (2) curbside municipal bulk trash collection shall be on every second and fourth Wednesday of each month and the collected municipal bulk trash shall be taken to the County Transfer Station; (3) curbside municipal green waste shall be collected once per week on Wednesday; (4) curbside municipal bulk metals and white goods shall be collected every Wednesday. If a Holiday observed by the Village occurs on a Wednesday, then Bulk Trash is cancelled. The Municipal Sanitation Service will include providing the specified number of 65 gallon or larger tote recycling containers and dumpsters with a capacity equal to or larger than specified for the designated materials at each of the following locations:

- i. **Village Hall:** two 3-cubic yard covered trash dumpsters and three 65-gallon totes for recycling;
- ii. **Village Highway Department Facility:** one 10-cubic yard covered trash dumpster, one 2-cubic yard recycling dumpster, one 65-gallon recycling tote and one 20-cubic yard dumpster for scrap metal; and
- iii. **AJP Senior Center:** one 5-cubic yard covered trash dumpster and one 65-gallon recycling tote.

Proposal submitters shall note that E-Waste is not to be collected under any collection service.

2. Documents

A complete set of documents consists of the following:

- I. A copy of these specifications and requirements, which includes the Specifications (Section II) and Contract for Residential and Municipal Sanitation Collection (Section VIII), and all documents attached hereto;
- II. Addenda (if any);
- III. Maps of the Village of Rye Brook;
- IV. Sanitation Calendar; and
- V. Sample OOPS Stickers (Appendix D).

3. Proposals

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

- A. To be considered, proposals must comply with these Proposal Specifications, which include the terms of the Contract for Residential and Municipal Sanitation Collection that the successful Proposal submitters will be required to execute, which Contract is included in this package Section VIII.
- B. N/A
- C. Proposals must be made on the Proposal Forms attached hereto stating the proposal price both in words and in figures, and be signed by the Proposal submitters with its business address and the signer's place of residence. In case of any discrepancy, the price in words, not numbers, shall be considered the price proposal.
- D. Each proposal must include the legal name and address of the Proposal submitters and be signed with the name of the signer typed or printed below the signature, and with the Corporate Seal (if applicable) affixed beneath the Proposal submitters' name. Each proposal must state whether the Proposal submitters is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Proposal submitters to the contract(s) intended to result from this proposal. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed. A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Proposal submitters.
- E. All required signatures shall be handwritten in ink. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. Facsimile or printed signatures are not acceptable.
- F. The Village Board of Trustees reserves the right to reject any or all proposals for any reason or no reason at all; and to waive what it deems to be proposal or specification informalities relating to a specific proposal; to waive what it deems to be technical defects, irregularities and omissions relating to a specific proposal; to request additional information from any Proposal submitters; and to re-advertise and invite new proposals. Proposals that are illegible or that contain any omissions, erasures, alterations, additions or items not called for in the Proposal Documents or that contain irregularities of any kind may be rejected.
- G. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of a proposal.
- H. Prices and information required, except the signature of the Proposal submitters, should be clearly printed for legibility. Illegible or vague proposals may be rejected.
- I. N/A

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

- J. No charge will be allowed for federal, state or municipal sales and excise taxes since the Village is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Proposal submitters .
- K. The submission of a proposal will be construed to mean the Proposal submitters is fully informed as to the extent and character of the services, supplies, materials, and/or equipment required and a representation that the Proposal submitters can furnish the services, supplies, materials and/or equipment satisfactorily in complete compliance with the Proposal Documents and any other applicable laws, rules, ordinances and regulations.
- L. All proposals may be made available upon request for public inspection, except to the extent that the Proposal submitters has designated and the Village concurs that certain information constitutes a trade secret or other proprietary information or data. If a Proposal submitters believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the Village of this fact shall accompany the proposal and the information is to be identified wherever it appears. Identifying an entire proposal as proprietary is unacceptable and will result in no part of the proposal being treated as containing a trade secret or other proprietary information or data.
- M. Any questions concerning the Proposal Documents or services sought shall be submitted in writing to Michal Nowak, Village Superintendent of Public Works / Engineer (MNowak@Ryebrook.org) Written responses will be provided by the Village in an Addendum issued before a vendor is selected. No verbal response shall be binding upon the Village.

4. Errors and Omissions

If any errors or omissions appear in these Specifications or other Proposal Documents, Proposal submitters shall within two (2) days from receiving such Specifications or Proposal Documents notify the Village in writing of such errors or omissions. In the event a Proposal submitters fails to give such notice, the Proposal submitters will be held responsible for the results of any such errors or omissions and the cost of rectifying the same.

5. Proposal submitters 's Qualifications

- A. Each Proposal submitters shall be fully licensed and approved in full conformance with the Laws of Westchester County Section 826-a.100, latest revision, known as the "Westchester County Solid Waste and Recyclables Collection Licensing Law."
- B. Each Proposal submitters shall be skilled, experienced and regularly engaged in providing the services required under the proposed contract as described above in Paragraph 1 (Services to be provided).

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

- C. Each Proposal submitters shall carefully fill out in detail the experience and equipment questionnaire provided in the proposal form and provide the required information demonstrating the Proposal submitters possesses the qualifications and experience to perform the services required by the proposed contract. In addition, each Proposal submitters shall furnish financial references upon the proposal form.
- D. Each Proposal submitters shall submit documentary evidence with the proposal that it possesses a minimum of three (3) years experience in providing regularly scheduled residential garbage collection service, curbside collection of bulk trash, green waste, white goods, bulk metals and recyclables for a minimum of 250 homes per week within the past three (3) years of the date the proposals are opened. The Proposal submitters also shall submit documentary evidence with the proposal that the Proposal submitters currently employs at least one person with a minimum of one-year of supervisory experience or a minimum of two (2) years of collection experience in rear yard residential garbage collection and curbside collection of bulk trash, green waste, white goods, bulk metals and recyclables.
- E. Each Proposal submitters **MUST** present documentary evidence with the proposal that the Proposal submitters currently owns or leases at least four (4) enclosed packer trucks, each with a minimum 20 cubic yard capacity, which are in good working condition. A title certificate or lease document, VIN number, plate numbers, recent photograph, service record, and statement of current use of each such truck shall be provided with the proposal. The same information shall be provided for any satellite vehicle.
- F. Each Proposal submitters **MUST** present documentary evidence with the proposal that the Proposal submitters currently owns or leases at least two (2) recycling trucks, enclosed packer trucks, or other specialized vehicle for the collection and transport of recyclables, which are in good working condition. A title certificate or lease document, VIN number, plate numbers, recent photograph, service record, and statement of current use of each such truck shall be provided with the proposal.
- G. The Village may make any investigation as it deems necessary to determine the qualification and ability of each Proposal submitters to fulfill the contract intended to result from this proposal, and the Proposal submitters shall furnish the Village with all such information and data for this purpose as the Village may request.
- H. The Village reserves the right to investigate all references and information submitted by Proposal submitters. Upon investigation and evaluation, the Village may choose to reject any proposal where it is found that the Proposal submitters's qualifications are not consistent with the information presented or the requirements of the Proposal Documents, including but not limited to the Specifications(Section II) and Contract for Residential and Municipal Sanitation Collection (Section VIII).
- I. If, in the sole opinion of the Village, the Proposal submitters is not properly qualified or responsible to perform any obligations of the Proposal Documents,

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

including but not limited to the Specifications(Section II) and Contract for Residential and Municipal Sanitation Collection (Section VIII), the Village reserves the right to reject its proposal.

- J. The Village reserves the right to reject any proposal if the evidence submitted by a Proposal submitters, or the investigation of such Proposal submitters, fails to satisfy the Village that such Proposal submitters is properly qualified to carry out the obligations of the contract intended to result from this proposal and to complete the services contemplated therein within the time frame designated.

6. Service and Equipment Requirements

- A. The successful Proposal submitters shall furnish all labor, equipment, materials, licenses, Oops stickers, safety equipment, personal protective equipment and permits required to effect the collection and disposal (to the designated transfer station as determined by Westchester County and the Village of Rye Brook as well as, when applicable, to the Village's compost site) of all residential and municipal garbage, bulk trash, green waste, white goods, bulk metals and recyclables to be collected pursuant to the contract resulting from this proposal. Such equipment shall be in good working order and the successful Proposal submitters shall perform its duties adequately and efficiently in accordance with all local, county, state and federal laws, ordinances and regulations, including the regulations of the Westchester County Solid Waste Commission. It is anticipated that sufficient resources will be provided by the successful Proposal submitters to complete the regular pickups and disposal prior to 3:30 p.m. except for emergencies and holiday weeks. At no time shall any residential or municipal garbage, refuse, bulk trash, green waste, white goods, bulk metals, and recyclables collected by the successful Proposal submitters in the Village pursuant to the contract intended to result from this proposal be mixed with any items or materials collected or obtained outside of the Village's Contract pursuant to private individual contracts with residents or businesses, or any items or materials collected or obtained outside of the Village.
- B. The successful Proposal submitters shall make all necessary arrangements to store its vehicles and equipment when not in use and that the Proposal submitters will **NOT** have the use of any Village municipal property for this purpose.
- C. The successful Proposal submitter's Company Name must be displayed or posted and must be legible on both sides of the vehicle at a distance of fifty (50) feet.
- D. Curbside collection of recyclable materials required by the contract resulting from this proposal includes the following categories of materials:
1. *Paper (i.e. newspaper, corrugated and gray cardboard, junk mail, telephone books, etc.)*
 2. *Co-mingled (i.e. Plastic #1 through #7, metal cans, foils, and glass, etc.)*

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

3. *White Goods (i.e. dishwashers, washing machines, refrigerators, air conditioners properly drained of Freon by residents and tagged as such by a licensed technician, etc.)*
4. *Bulk metals (i.e. scrap aluminum, steel, iron, etc.) as limited by Village Code.*

NOTE: Items 1 and 2 in the above list are materials that are currently acceptable by the Westchester County MRF by agreement between the Village and the County. The list of acceptable materials may change, based on the requirements set by Westchester County. Items 3 and 4 are items for which there is a readily available recycling market. **Proposal submitters shall note that E - Waste is not to be collected under any collection.** The Proposal submitters shall use this list of materials as well as those established by the recycling industry in developing its proposal.

- E. The successful Proposal submitters shall furnish all labor, equipment, materials, and licenses and permits required to affect the collection, transfer and disposal of "Recyclables" collected from all residential and municipal properties within the Village pursuant to the contract intended to result from this proposal. Employees performing these services shall wear ANSI 3 compliant vests or clothing during their work hours.
- F. The successful Proposal submitters shall collect recyclables at curbside with a compactor or compartmentalized type vehicle, and shall adequately cover and protect the material to keep it dry and from blowing away or from being dropped onto the streets from the truck. The successful Proposal submitters must keep paper goods separated from glass and metals.
- G. A Minimum of two (2) front line packer trucks are required to be dedicated to daily refuse collection under the contract resulting from this proposal. One (1) additional packer truck is required to be available for use under the contract resulting from this proposal as a reserve in case of equipment breakdown. Satellite vehicles may be used in the case of long driveways or difficult access. All such vehicles shall be in proper working order and equipped with appropriate functioning warning strobes and be properly registered and insured for road use. On the days such vehicles are used to provide the services required by the contract resulting from this proposal, such vehicles shall not be utilized to collect residential and municipal garbage, bulk trash, green waste, white goods, bulk metals and recyclables from any other sources.
- H. A Minimum of One (1) collection truck is required to be dedicated to daily recycling, green waste and bulk trash collection under the contract resulting from this proposal. One (1) additional collection truck is required to be available for use under the contract resulting from this proposal as a reserve in case of equipment breakdown. All such vehicles shall be in proper working order and equipped with appropriate functioning warning strobes. On the days such vehicles are used to provide the services required by the contract resulting from this proposal, such vehicles shall not

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

be utilized to collect residential and municipal garbage, bulk trash, green waste, white goods, bulk metals and recyclables from any other sources.

- I. If any required vehicle is owned or leased by an affiliate company, please so state in writing, along with the documentation required to be submitted for each vehicle.
- J. Source Separated Recyclables ó The successful Proposal submitters shall source separate paper; cardboard and newspapers from glass, metal and plastic. Separate trucks, split packers, or collections or bins shall be used to insure the two groups (paper/cardboard and glass/metal/plastic) do not co-mingle. Should the successful Proposal submitters deliver wet, mixed (co-mingled paper with plastic) or loads containing household garbage to the MRF, the successful Proposal submitters will be solely responsible for any fees or charges levied on the Village of Rye Brook by Westchester County and/or its MRF Operator.
- K. Collection Schedule ó Collection shall be as per the current schedule, attached and included with this proposal as Appendix B.
- L. Service Hours ó Collection shall not start in the morning earlier than 6 a.m. and shall be carried out by the successful Proposal submitters with a minimum of discomfort to property owners and residents and shall be completed by 3:30 p.m. with missed stop service available until 4:00 p.m. weekdays. The successful Proposal submitters shall provide ample equipment and man power to complete the required services by 3:30 p.m. on regular (i.e. non-holiday) collection weeks. **The successful Proposal submitters shall have an employee and respective vehicle in the Village until 4 p.m. to collect missed calls.** There shall be no Saturday or Sunday collections except in the case of an emergency as ordered by the Village of Rye Brook.
- M. Holidays ó The successful Proposal submitters shall not be required to but may pick up refuse on Observed Holidays designated by the Village for each calendar year the contract resulting from this proposal is in effect. For example, the Village has designated the following Observed Holidays for 2019:

HOLIDAY	DATE	DAY OBSERVED
New Year's Day	Tuesday, January 1	Tuesday, January 1
Martin Luther King Jr.'s Birthday	Monday, January 21	Monday, January 21
Presidents' Day	Monday, February 18	Monday, February 18
Memorial Day	Monday, May 27	Monday, May 27
Independence Day	Thursday, July 4	Thursday, July 4
Labor Day	Monday, September 2	Monday, September 2
Columbus Day	Monday, October 14	Monday, October 14
Veterans' Day	Monday, November 11	Monday, November 11
Thanksgiving Day	Friday, November 29	Friday, November 29
Christmas Day	Wednesday, December 25	Wednesday, December 25

Note: The following holidays are NOT observed on the Village sanitation schedule: Lincoln Birthday, Election Day, and Day after Thanksgiving. However, if on these holidays, the Westchester County MRF and transfer stations are closed, the

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

successful Proposal submitters must make arrangements to maintain collection and disposal of residential and municipal garbage, bulk trash, green waste, white goods, bulk metals and recyclables during any days when the County facilities are unavailable at no additional cost to the Village. Disposal shall be at a licensed and properly permitted facility

- N. The successful Proposal submitters shall collect and dispose of all small dead animals within the Village. In no event shall carcasses of dead animals or animal parts be taken to and/or dumped at the Village-owned compost site.
- O. The successful Proposal submitters shall maintain a regional office as stated in Part J.2. of the Contract for Residential and Municipal Sanitation Collection (Section VIII of this proposal package).
- P. The successful Proposal submitters shall keep a daily log of the quantities of all material picked up and dumped including garbage, refuse, bulk trash, green waste, white goods, bulk metals, and recyclables, and furnish same to the Village on the first business day of every month.
- Q. The successful Proposal submitters shall maintain a log of complaints relating to the performance of the provisions of the contract resulting from this proposal, which log shall include the date of the complaint, name and address of the complainant, nature of the complaint and description of the action taken. **A copy of such log shall be furnished to the Village each month with the claim for payment.**
- R. **Notice to Homeowner – “Oops Stickers” If recyclables, garbage, bulk trash, green waste, white goods or bulk metals are not collected because they do not conform to the Village’s rules regarding size, weight, container or contents, etc., the homeowner shall be notified by the successful Proposal submitters as to which rules have not been complied with. The successful Proposal submitters shall supply stickers for this purpose. The Village may provide a sample of stickers that the successful Proposal submitters shall duplicate. Proposal submitters shall incorporate the cost of these stickers in their proposal prices, no additional sums will be paid by the Village for stickers.**
- S. The services of the successful Proposal submitters shall be done in a prompt, proper and workmanlike manner, satisfactory to the Village Administrator and Village Superintendent of Public Works/Village Engineer, or his agent and subject to all laws, rules and regulations of the Village of Rye Brook and the County of Westchester and any other agency having jurisdiction, and in full accordance with the Westchester County Solid Waste Commission. The successful Proposal submitters shall not leave any refuse, garbage or recyclables upon streets or upon public and private property that may have dropped from receptacles or from the equipment. Successful Proposal submitters will be required to backtrack and clean debris **as it occurs** or as ordered by the Village.
- T. The successful Proposal submitters shall place all refuse containers and recycle bins back on to the owner’s property in an orderly fashion. **At no point shall any of the bins or garbage cans be thrown or slid across the road ways. Containers shall be thoroughly emptied and left at the premises where they are found.** If

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

permitted by law, material may be transferred from homeowners' containers to tote barrels or a roll-out container to carry to collection trucks or other refuse removal equipment. Should it be determined that damage has occurred due to mishandling containers, the successful Proposal submitters shall provide a new equal container to the resident, and, as needed for such replacements, recycle bins can be purchased from the Village at the rate posted on said fee schedule.

- U. Any complaint with respect to performance of the provisions of the contract resulting from this proposal found to be valid by the Village Administrator, the Village Superintendent of Public Works/Village Engineer, or his agent and not corrected by the successful Proposal submitters within twenty-four (24) hours will be corrected by the Village and the costs incurred by the Village to do so shall be deducted from the next monthly payment due to the successful Proposal submitters.
- V. Intoxicants ó The successful Proposal submitters shall not sell and shall not permit nor suffer the introduction or use of intoxicating liquors or unlawful drugs upon or about Village property or allow any worker to operate equipment or perform duties under the contract intended to be awarded as a result of this proposal while that person may be under the influence of any intoxicating liquors or unlawful drugs or otherwise impaired.
- W. Demolition debris ó The collection of demolition debris is prohibited by the Village Code and shall not be included or collected under the contract resulting from this proposal.
- X. The Village of Rye Brook will issue Westchester County RFID tags that shall be affixed to the assigned vehicle. The successful Proposal submitters shall submit a list of vehicles that will be servicing the Village with license plates, year, make and model for every vehicle. The successful Proposal submitters shall take into account the total number of vehicles that will service the Village plus a reasonable number of spare vehicles which shall be the first vehicles available in the event an active vehicle is placed out of service (i.e. one (1) spare for each type of vehicle). Vehicles are to come to Village Hall, 938 King Street, to obtain the RFID tags at which time photos of such vehicles will be taken. Replacement tags will follow the same protocol and tags replaced or lost will be voided immediately. Replacement RFID tags will be available at The Public Works Department, 938 King Street Rye Brook, NY 10573 for a fee of \$100 per replacement tag.
- Y. The Village Administrator, Police Officers, the Village Superintendent of Public Works and the Village Code Enforcement shall have the right to inspect and check any of the successful Proposal submitter's vehicles serving the Village at any time and for any purpose.
- Z. It is expressly understood that no subcontractor may be used by the successful Proposal submitters in the performance of any obligations of the contract resulting from this proposal.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

- AA. The successful Proposal submitters must dispose of any garbage, refuse, bulk trash, green waste, white goods, bulk metals, and recyclables collected pursuant to the contract resulting from this proposal *on the same day it is collected*. Disposal of non-full loads is discouraged unless it is the last load of the day. Garbage shall be disposed at the Brockway Place, County transfer station in White Plains, Recycling at the Material Recovery Facility (MRF), and green waste at the Village compost site on Lincoln Avenue. Collections are to be completed by 3:30 p.m. with missed stop service until 4:00 p.m. Contractor is responsible for completing collection and having ample time to offload at County Facilities. If a facility is closed and an alternate disposal location is to be utilized (i.e. Wheelabrator), the Village Superintendent of Public Works/Village Engineer is to be contacted in writing at least 1 hour *prior to* disposal or the successful Proposal submitters will be responsible for the full cost of disposal, along with an explanation of why the disposal could not be completed on time.
- BB. **At no time shall any residential or municipal garbage, refuse, bulk trash, green waste, white goods, bulk metals, and recyclables collected by the successful Proposal submitters in the Village pursuant to the contract intended to result from this proposal be mixed with any items or materials collected or obtained as a result of private individual contracts with residents or businesses, or any items or materials collected or obtained outside of the Village.**
- CC. The successful Proposal submitters is responsible for employing competent and efficient workers who are respectful to the public. The successful Proposal submitters' employees at all times shall be dressed in proper attire, which shall include all applicable safety clothing. Whenever, in the opinion of the Village, an employee is repeatedly careless, conducts him or herself improperly, or causes a violation of the contract resulting from this proposal, the successful Proposal submitters shall, upon request of the Village, remove that employee from any Village route and that employee shall not return to service the Village without prior consent of the Village Administrator or the Village Superintendent of Public Works/Village Engineer.

7. Proposal submitters to Inspect

It is expected and required that Proposal submitters will make a personal inspection of the Village and obtain the information needed to assess the location, equipment needs, space needs, etc., to enable them to make up their proposals intelligently. No allowance will be made for any claim that proposals were made on incomplete information as to the nature and character of the site or the services to be performed. It is expressly understood that the Board of Trustees of the Village of Rye Brook does not guarantee the accuracy of any data given.

Proposal submitters must satisfy themselves by personal examination of the location of the Residential and Municipal Sanitation Services sought and by such other means as they may desire as to actual conditions and requirements of the Residential and Municipal Sanitation Services sought by the Village in this proposal.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

8. Acceptance or Rejection of Proposal

The Board of Trustees of the Village of Rye Brook may reject any proposal which is incomplete, conditional, or obscure, or which contains additions not called for, erasures, alterations, or irregularities of any kind. The Board of Trustees may waive what it deems to be proposal or specification informalities relating to a specific proposal; to waive what it deems to be technical defects, irregularities and omissions relating to a specific proposal; and approve minor changes in the Specifications if deemed advisable in the interest of the Village. No proposal will be allowed to be withdrawn for any reason within forty-five (45) days after the date that proposals are publicly opened and read. No proposal will be awarded to any person who is in arrears to the Village, upon debt or contract nor who is in default as surety or otherwise upon any obligation to the Village.

9. Village's Rights and Options

The Village holds and reserves and may in its sole discretion exercise the following rights and/or options:

- 9.1 To select and enter into contract for the option or alternate that the Board of Trustees of the Village of Rye Brook determines is in the best interests of the Village, is most responsive to this proposal and is the lowest responsible Proposal submitters .
- 9.2 To reject, supplement, amend or otherwise modify this Proposal.
- 9.3 To interview any or all Proposal submitters.
- 9.4 To conduct investigations with respect to the qualifications of each Proposal submitters and to reject unqualified Proposal submitters.
- 9.5 To negotiate with the lowest Proposal submitters for a particular proposal option, proposal alternative, amendment or other modifications of the proposal.

10. Certifications

Each Proposal submitters shall complete the Non-Collusive Proposal Certificate, the Equal Employment Opportunity Certification and the General Municipal Law §103-g(4) Certification contained in this package(found at Sections V, VI and VII, respectively). No proposal will be accepted without these forms properly completed and attached to the submitted proposal.

11. Proposal Security

Each Proposal submitters shall deposit with his proposal a certified check or a proposal bond in an amount not less than five percent (5%) of the total proposal price offered for the first year of the proposed contract using the more expensive option for Residential Household Garbage and Refuse Collection Service. Proposal submitters who submit certified checks must accompany them with Consent of Surety from a recognized Bonding Company. (Proposal submitters submitting certified checks are not required to submit additional surety.) Should the successful Proposal submitters fail to execute the Contract for Residential and Municipal Sanitation Collection contained in Section VIII of this package or fail to submit the required performance bond or proof of the

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

required insurance within ten (10) days after notice of award, such Proposal submitters shall be deemed to have abandoned the awarded contract and the proposal security will be forfeited to the Village of Rye Brook as liquidated damages. The proposal security submitted by the unsuccessful Proposal submitters (s) will be held until the successful Proposal submitters has executed the Contract for Residential and Municipal Sanitation Collection contained in Section VIII of this package and submitted the required performance bond and proof of insurance, or until all proposals have been rejected.

12. Withdrawal of proposals

No proposal may be withdrawn within forty-five (45) days after the date that proposals are publicly opened and read.

13. Attention Directed

Proposal submitters are directed to the provisions of the Contract for Residential and Municipal Sanitation Collection contained in Section VIII of this package as this is the contract the successful Proposal submitters will execute if an award is made based on this proposal and all terms, conditions and obligations set forth therein constitute Specifications as if set forth herein. Particular attention is directed to the following parts of the Contract:

- a. Part D. Insurance and Indemnity
- b. Part F. Labor (Non-Discrimination, Service Hours, Wage Rates and Supplements)
- c. Part G. Compliance with Laws and Regulations
- d. Part H. Payment
- e. Part J. Special Conditions

14. Term of Resulting Contract

October 1, 2019 through May 31, 2020

The Proposal submitters to whom the proposed contract is awarded shall be prepared to start work as directed by the Village after signing the Contract for Residential and Municipal Sanitation Collection contained in Section VIII of this proposal. **Unless otherwise directed by the Village Administrator or Superintendent of Public Works / Village Engineer, the successful Proposal submitters shall begin work on date noted in contract** The compensation for performing services prior to a formal (1st of the month) start date will be based on a prorated monthly rate computed using the annual price of the first year of the awarded contract. If this occurs, the end date in the proposal shall remain the same. It is further agreed by the successful Proposal submitters, however, that no services shall commence by the successful Proposal submitters and no liability incurred on the part of the Village until the Village Attorney of the Village of Rye Brook has first approved the performance bond and proof of insurance submitted by the successful Proposal submitters pursuant to the requirements of these Specifications and the Contract for Residential and Municipal Sanitation Collection contained in Section VIII of this proposal package.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

15. Performance Bond

For the performance of the contract awarded based on this proposal, a performance bond or letter of credit shall be required **in the amount of 100% of the total value of the awarded contract**. The bond or letter of credit shall be signed by the party to whom the contract is awarded and by a solvent fidelity or surety company authorized by the laws of this State to transact such business and shall be valid for the entire life of the awarded contract and must meet with the approval of the Village Attorney of the Village of Rye Brook as to adequacy, form and correctness.

As an alternative, a performance bond or letter of credit shall be required in the amount of 100% of the annual value of the contract and shall be required each year of the contract term. The bond(s) or letter(s) of credit shall be signed by the party to whom the contract is awarded and by a solvent fidelity or surety company authorized by the laws of this State to transact such business, shall be valid for a minimum of one (1) year and must meet with the approval of the Village Attorney of the Village of Rye Brook as to adequacy, form and correctness. The bond or letter of credit must be renewed on an annual basis and must be in force at all times during the contract term. Proof of renewal must be provided to the Village Administrator no less than sixty (60) days prior to the end of the term of the expiring bond or letter of credit. Failure to provide such proof of renewal or failure to keep the bond or letter of credit in force at all times during the contract term shall be a default on the part of the Proposal submitters awarded the contract.

If at any time after the execution and approval of the resulting contract, the Village shall deem any of the sureties upon any bond or letter of credit submitted by the successful Proposal submitters to be inadequate security for the Village, the successful Proposal submitters, within five (5) days after notice from the Village by the Village Administrator to do so, shall furnish a new or additional bond in form, sum and signed by such sureties as shall be satisfactory to the Village. No further payment shall be deemed due nor shall any further payment be made to the successful Proposal submitters unless and until such new or additional bond shall be furnished and approved. The successful Proposal submitters will pay for premiums on such bonds. Proof of payment shall be submitted annually. The bond will specify that the surety company will give the Village sixty (60) days notice of any failure to pay a renewal premium.

16. Insurance and Indemnity

The successful Proposal submitters shall be required to furnish insurance of the type and limits set forth in Part D of the Contract for Residential and Municipal Sanitation Collection contained in Section VIII of this proposal package.

The successful Proposal submitters shall defend, indemnify and hold harmless the Village, its employees, officers, agents and Village Board of Trustees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in connection with a terminated, pending or completed claim, liability, action, suit or proceeding of whatever name or nature as the same may relate, in any manner, to the services provided by the successful Proposal submitters, its employees, officers, directors or agents to the Village pursuant to the resulting contract for Residential and Municipal Sanitation Collection, including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties taken or made

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

with respect to the resulting contract by the successful Proposal submitters , its employees, officers, directors or agents. Said indemnification and defense shall survive the expiration of the resulting contract as well as any early termination of the resulting contract.

17. Assignments

The successful Proposal submitters shall not assign the awarded contract or any portion of it by power of attorney or otherwise without the prior written consent of the Village Administrator and shall neither legally nor equitably assign any of the money payable under the awarded contract or his claim thereto unless by and with the like consent of the Village.

18. Termination – Without Cause

The Village may, in its discretion, terminate the contract awarded as a result of this proposal without cause and without liability whenever the Village deems such termination to be in its best interest by giving the successful Proposal submitters at least thirty (30) days prior written notice of its intention to do so. The Village shall incur no liability on account of such termination, but the successful Proposal submitters shall be entitled to payment for services rendered under the awarded contract up to the date of termination.

19. Termination - Breach

Upon material breach of the awarded contract by the successful Proposal submitters, the Village may terminate the awarded contract for cause following ten (10) days prior written notice to the successful Proposal submitters that a material breach has occurred if such breach is not cured by the successful Proposal submitters within such ten (10) day period. Upon such termination, the Village may pursue such rights and remedies as the law may confer against the successful Proposal submitters for such material breach. The determination of the Village of materiality shall be conclusive unless arbitrary or capricious.

20. Contract Execution

The successful Proposal submitters shall execute and deliver to the Village of Rye Brook the Contract for Residential and Municipal Sanitation Collection contained in Section VIII of this package within three (3) days after notice from the Village that the contract has been awarded to the Proposal submitters. If the Proposal submitters to whom the contract is awarded shall fail to sign and execute said contract or fail to furnish the required bond or the required insurance, then the above-described proposal security shall be considered liquidated damages and shall be forfeited to the Village of Rye Brook. If the Proposal submitters to whom the contract is awarded shall execute and deliver the contract and furnish a satisfactory performance bond and satisfactory proof of insurance within the time specified, the proposal security shall be returned to the Proposal submitters.

21. Headings

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

The headings or captions of these Specifications are for convenience of reference only, and shall in no way limit, define or describe the scope of the Proposal Specifications, and shall not be considered in the interpretation of the Proposal Specifications.

END OF SECTION

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Section III.

Proposal Conditions

**“Residential Sanitation Collection Service
Including
Recycling, Bulk Trash, Green Waste, White Goods
and Bulk Metal in the Village of Rye Brook.”**

**Village of Rye Brook
Westchester County, New York**

To: The Village of Rye Brook
Village Administrator's Office
938 King Street
Rye Brook, New York 10573

1. I/We hereby declare that I/We are licensed to operate by the County of Westchester Solid Waste Commission as regulated by Section 826-a.100, known as the "Westchester County Solid Waste and Recyclables Collection Licensing Law," and are properly licensed and qualified to perform the services sought in this proposal, and that we currently hold a Class A and/or Class B license to haul waste and recyclable material.
2. I/We hereby declare that I/We have carefully examined the Notice to Proposal submitters, the Specifications and Requirements, Appendices, Proposal Addenda (if any), and required Contract for Residential and Municipal Sanitation Collection attached hereto with respect to the above entitled matter and services, and have familiarized ourselves with the public roads and rights-of-way of the Village of Rye Brook.
3. I/We do hereby offer and agree to furnish all materials, to fully and faithfully perform and execute all services in the above titled matter in accordance with the related Specifications and Requirements. I/We will furnish all labor, tools, implements, transportations and materials necessary and proper for the purpose(s) and for the price(s) set forth on the Proposal Form.
4. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said services, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
5. I/We do hereby agree that I/We will execute a contract therefor, containing all terms, conditions, provisions and covenants necessary to complete the services according to the Specifications attached hereto as Section II and terms of the required Contract for Residential and Municipal Sanitation Collection attached hereto as Section VIII on written notice by the Village of Rye Brook that the contract has been awarded to me/us by the Village. If I/We fail to execute said contract within ten (10) days of receipt of written notice by the Village, the Village of Rye Brook

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

shall have the power to rescind the award and award the contract to the next lowest Proposal submitters and in such event the Village shall retain the proceeds of the Proposal Security I/We submitted with my/our proposal.

6. I/We hereby affirm that by submission of this proposal, each person signing on behalf of any Proposal submitters certifies, and in the case of a joint proposal each party certifies as to its organization, under the penalty of perjury, that to the best of such person's knowledge and belief:
 - a. The prices in this proposal 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 Proposal submitters or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposal submitters and will not knowingly be disclosed by the Proposal submitters prior to opening, directly or indirectly, to any other Proposal submitters or to any competitor;
 - c. No attempt has been made or will be made by the Proposal submitters to induce any person, partnership or corporation to submit or not submit a proposal for the purpose of restricting competition; and
 - d. No member of the Village Board of Trustees, or officer, or employee of the Village of Rye Brook, or person whose salary is payable in whole or in part by the Village is or shall become interested as a contracting party, partner, stockholder, surety, or otherwise, in this proposal or in the performance of the resulting contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby agree that this proposal is a firm proposal and shall remain in effect for a period of at least forty five (45) calendar days from the proposal-opening subject to extension on mutual agreement.
8. I/We declare that if this is a corporate proposal I/We have been duly authorized to act as the Signatory on this proposal on behalf of this Corporation.
9. I/We affirm, under penalty of perjury, that all statements in this proposal are true and correct.
10. I/We hereby agree that I/We accept the prices set forth on the following pages for the various scope of services.
11. I/We hereby agree that if awarded the contract resulting from this proposal, I/We shall supply the Village of Rye Brook with a Certificate of Insurance as outlined in the Schedule of Insurance (see Section VIII, Part D, "Insurance and Indemnity").
12. All services shall be completed as specified within the Proposal Documents, which are understood to include all documents attached hereto, including but not limited to the Specifications attached hereto as Section II and the required Contract for Residential and Municipal Sanitation Collection attached hereto as Section VIII.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

If a partnership or corporation, give the full names of all partners or all principal officers and managers of the corporation with the title and home address of each (if listed by attachment, so note):

Name:

Title:

Residence Address:

The undersigned states, when the Proposal submitters is a corporation, that such corporation was chartered by the State of _____, in the year _____ and that its legal address is:

The undersigned offers the following information as evidence of his or their facilities, ability and financial resources available for the fulfillment of the resulting contract, if such be awarded to him or them:

Equipment

- A Minimum of two (2) front line packer trucks are required to be dedicated to daily refuse collection under the resulting contract. A Minimum of one (1) additional packer truck is required to be available for use under the resulting contract as a reserve in case of equipment breakdown. Satellite vehicles may be used in the case of long driveways or difficult access.
- A Minimum of one (1) collection truck is required to be dedicated to daily recycling, green waste and bulk trash under the resulting contract. One (1) additional collection truck is required to be available for use under this contract as a reserve in case of equipment breakdown.

List below the year, make, model type and VIN number of the three (3) front line dedicated packer trucks, the reserve packer truck, any satellite vehicle, the collection truck and the reserve collection truck. If the vehicle is owned or leased by an affiliate company, so state in writing, along with the documentation required to be submitted for each vehicle.

In addition, attach to this proposal for each listed vehicle: a copy of the title certificate or lease, a recent photograph, each vehicle's service record, and a statement of the current condition and use of each vehicle.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Dedicated Packer Trucks (3):

<u>Year</u>	<u>Make</u>	<u>Model/Type</u>	<u>VIN #</u>

Reserve Packer Truck (1):

<u>Year</u>	<u>Make</u>	<u>Model/Type</u>	<u>VIN #</u>

Satellite Vehicle if any:

<u>Year</u>	<u>Make</u>	<u>Model/Type</u>	<u>VIN #</u>

Dedicated collection truck (1):

<u>Year</u>	<u>Make</u>	<u>Model/Type</u>	<u>VIN #</u>

Reserve Collection Truck (1):

<u>Year</u>	<u>Make</u>	<u>Model/Type</u>	<u>VIN #</u>

The successful Proposal submitters will be required to update this equipment list at any time upon the request of the Village Administrator or the Village Superintendent of Public Works/Village Engineer.

Each Proposal submitters shall submit and attach to this proposal a copy of the resume of at least one employee with a minimum of one year supervisory experience or a minimum of two (2) years of collection experience in rear yard residential garbage collection and curbside collection of

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

green waste, bulk trash, white goods, bulk metal and recyclables. The listed required minimum experience qualifications must have been attained within three (3) years of submission of the proposal.

The Proposal submitters has provided the above listed service at the following locations:

<u>Name/Address/Telephone #</u>	<u>Contact Person</u>	<u>Period of Service</u>
---------------------------------	-----------------------	--------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Financial Resources ó That information relative to the financial resources of the Proposal submitters can and may be obtained from the following (give name, business and address; at least one must be a bank):

<u>Name</u>	<u>Business Name</u>	<u>Address</u>
-------------	----------------------	----------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Upon request, the undersigned will amplify the foregoing statements as may be required and necessary to satisfy the Village of Rye Brook concerning the ability of the Proposal submitters to successfully perform the required services in a satisfactory manner within the required time.

COMPLETE STATEMENT ON NEXT PAGE

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

This proposal is made by: Name of Proposal submitters:

Proposal submitter's business address: _____

Proposal submitter's residence address: _____

Set forth whether Proposal submitters is an individual,
a partnership, a corporation or another type
of entity (LLC, etc.)

*(If Contractor is a corporation,
corporate seal is required here.)*

Signed this _____ day of _____, 20__

(Signature & Title)

STATE OF NEW YORK } SS:
COUNTY OF WESTCHESTER }

_____ being duly sworn, deposes and says he resides at
_____, that he is the _____ who has signed the
above proposal, that the proposal is the true offer of the Proposal submitters, that the seal attached is the seal
of the Proposal submitters and that all the declarations and statements contained in the proposal are true to
the best of his/her knowledge and belief.

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

If the Proposal submitters is a corporation, attach hereto a certified copy of the resolution of its Board of
Directors authorizing the officer of the corporation who signed the proposal to sign such proposal for and on
behalf of such corporate Proposal submitters .

END OF SECTION

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Section IV.

CERTIFICATE OF AUTHORITY

RESOLVED that _____ is hereby
(Name of Individual)
authorized to sign and submit the proposal of this corporation for the following project:

**Residential Sanitation Collection Services *including* Curb-Side Recycling, Bulk
Trash, Green Waste, White Goods and Bulk Metal in the Village of Rye Brook.**
(Contract Title)

and the above-named individual shall include in such proposal the certificates as to non-collusion required by Section One Hundred Three-d (103-d) of the New York State General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate Proposal submitters 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__.

Signature: _____

Print Name & Title: _____

Sworn to before me this _____ day of _____, 20__.

Notary Public

END OF SECTION

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Section V.

NON-COLLUSIVE PROPOSAL CERTIFICATE

Made pursuant to Section 103-d of the New York State General Municipal Law.

- a. By submission of this proposal, each Proposal submitters and each person signing on behalf of any Proposal submitters certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- (1) The prices in this proposal 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 Proposal submitters or with any competitor;
 - (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposal submitters and will not knowingly be disclosed by the Proposal submitters prior to the opening, directly or indirectly, to any other Proposal submitters or to any competitor; and
 - (3) No attempt has been made or will be made by the Proposal submitters to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- b. A proposal shall not be considered for award nor shall any award be made where Sections a. (1), (2) and (3) above have not been complied with, provided, however, that if in any case the Proposal submitters cannot make the foregoing certification, the Proposal submitters shall so state and shall furnish with the proposal a signed statement that sets forth in detail the reasons therefore. Where Sections a. (1), (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the Village of Rye Brook to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: _____, 20__

(Seal of Corporation)

Legal Name of Person, Firm or Corporation

Address of Person, Firm or Corporation

Signature: _____

Print Name & Title: _____

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Section VI.
Equal Employment Opportunity Certification

Instructions

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any Proposal submitters or prospective contractor, shall state as an initial part of the proposal or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Proposal submitters has not filed a compliance report due under applicable instruction, such Proposal submitters shall be required to submit a compliance report within seven (7) calendar days after proposal opening. No contract shall be awarded unless such report is submitted.

Certification of Proposal submitters

Proposal submitters Name: _____

Address: _____

City/State/Zip Code: _____

1. Proposal submitters has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Yes _____ No _____ (if answer is yes, identify the most recent contract).

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes _____ No _____ (if answer is yes, identify the most recent contract).

3. Proposal submitters has filed all compliance reports due under applicable instructions, including SF-100.

Yes _____ No _____ (If answer no, please explain in detail on reverse side of this certification).

Certification: The information above is true and complete to the best of my knowledge and belief.

Signature

Name and Title of Signer

Date

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Section VII.

General Municipal Law §103-g(4) Certification

Pursuant to New York State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

New York General Municipal Law §103-g(4) requires that every proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive proposal is required contain the following statement subscribed by the Proposal submitters and affirmed by such Proposal submitters as true under penalties of perjury.

The below signed Proposal submitter affirms the following as true under penalties of perjury:

By submission of this proposal, each Proposal submitter and each person signing on behalf of any Proposal submitter certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposal submitter is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.

If the below signed Proposal submitter cannot make the foregoing certification, the Proposal submitter shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor.

(Seal of Corporation)

Corporate or Company Name

By: _____
Signature

Title

Sworn to before me this
_____ day of _____, 20____

Notary Public
My Commission expires:

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Section VIII.

**CONTRACT FOR RESIDENTIAL AND MUNICIPAL
SANITATION COLLECTION**

VILLAGE OF RYE BROOK

Part A. Parties

This Contract, dated on the _____ day of _____, 20__, by and between the Village of Rye Brook, a municipal corporation duly incorporated in the State of New York, and hereinafter referred to as "the Village" and

(Contractor/Corporation)

Hereinafter referred to as "the Contractor."

The parties to these presents, each in consideration of the mutual promises, covenants and agreements herein contained, do hereby covenant, promise and agree each with the other as follows:

Part B. Definitions

Note: Unless otherwise defined in this Part B, terms used in this Contract shall have the meanings provided in the Specifications (attached hereto as Section II of the proposal package) and in Section 135-1 of the Code of the Village of Rye Brook (the "Village Code") (included in Appendix A of the proposal package). In the event of a discrepancy between the meanings provided in the Specifications and in Section 135-1 of the Village Code, the Specifications shall control.

Village Administrator ó Shall mean the Village Administrator of the Village of Rye Brook, or any officer duly authorized by him to act in his absence for the Village in the execution of the services required by this Contract.

Agent ó Shall mean persons designated by the Village of Rye Brook Board of Trustees to oversee this contract.

Commercial Area ó Shall mean any area where a club, business, industry, light manufacturing enterprises are located or operating, or any area that is neither classified as residential nor owned by the Village of Rye Brook.

Contract ó Shall mean this Section VIII titled "Contract For Residential and Municipal Sanitation Collection" including the Appendices as well as Section I titled "Notice to Proposal submitters", Section II titled "Proposal Specifications", Section III titled "Proposal Form", and any Proposal

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Addenda issued prior to the opening of the proposals submitted for this Contract shall all be considered part and parcel of this Contract.

Contractor ó Shall mean the entity or person or persons entering into this Contract for the performance of the services required by it.

Curbside ó Shall mean the area abutting a roadway that is at the street edge or curb line generally within five (5) feet of the curb (or if no curb, the edge of the property adjacent to the roadway). A curbside area may be within the apron of a resident's driveway if no other useable curbside space is available. In area with sidewalks, curbside shall mean the area immediately beyond the sidewalk, closer to the residence, in an area generally that is not obstructive to pedestrians. "Curbside" does not include any area within a public or private roadway, including any portion of the roadway used for vehicle parking or as a bicycle lane.

Fiscal Officer ó Shall mean the person holding the position of or acting in the capacity of the New York State Commissioner of Labor.

Hot Load ó Shall mean household waste containing trace amounts of radioactive materials.

Missed Stops ó Missed stops shall be any time a resident contacts the Village and indicates that their items were not picked up, unless the Contractor provides a record that no material was left out at that location or the Contractor provides a record that the material left out was labeled with an OOPs sticker or at that location the Village's GPS (if provided) indicates that the Contractor visited the reported missed stop location.

Notice - Shall mean written notice, which shall be validly given or made to the other party if faxed, if personally served, if deposited with an overnight carrier company or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested and addressed to the party, as set forth above. If such notice, demand or other communication is faxed, it shall be effective the next business day if no notice of an error in transmission is received by the sender. If such notice is served personally, it shall be effective immediately. If such notice is given by overnight carrier, the same shall be effective when received, but in any event, it shall be effective no later than two (2) business days after deposit with the overnight carrier if addressed to the party to whom such notice, demand or other communication is to be given, at the address set forth above. If such notice is given by mail, the same shall be effective when received, but in any event, it shall be effective no later than five (5) days after deposit in the United States mail addressed to the party to whom such notice is to be given, at the address set forth above. Either party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

Private Street ó Any improved, paved roadway for access by vehicle to a residential home not municipally owned or maintained.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Public Street ó Any improved, paved roadway municipally owned and maintained, including county and state roadways.

Residential Dwelling ó Shall mean a building containing residential dwelling units.

Residential Area ó Shall mean an area primarily zoned and occupied for residential purposes.

Street ó Shall be deemed to include any public or private street, roadway, highway, lane, alleyway, or any other thoroughfare for vehicular travel.

shall ó Always will be interpreted as mandatory and not merely directory.

Part C. Services

The Contractor shall provide residential sanitation services to the residents of the Village and municipal sanitation services to Village owned facilities.

The Residential Sanitation Services to be provided include: (a) twice a week collection of household garbage and refuse for which two options of service are being explored (rear yard or curbside); (b) curbside collection of recyclables once a week; (c) curbside collection of green waste once a week on Wednesdays; (d) curbside collection of bulk trash twice monthly on the second and fourth Wednesdays; and (e) curbside collection of white goods and bulk metal once a week.

The successful Proposal submitter will be required to provide Municipal Sanitation Services consisting of solid waste and recyclable collection services twice a week to all facilities owned by the Village at no additional cost to the Village. These collections are considered incidental to the Residential Sanitation Services.

These services shall be provided by the Contractor as more particularly described in the Proposal Specifications, which are attached as Section II to this proposal package. The services shall be provided by the Contractor in accord with all federal, state, county and local laws and regulations including but not limited to Chapter 135 of the Code of the Village of Rye Brook (the Village Code) and as described in the Specifications(Section II) and in this Contract. The Contractor shall furnish all supervision, personnel, labor, materials, machinery, tools, appurtenances, equipment and services to perform and complete all services in strict accordance with the Specifications (Section II) and this Contract.

At no time shall any residential or municipal garbage, refuse, bulk trash, green waste, white goods, bulk metals, and recyclables collected by the successful Proposal submitters in the Village pursuant to the contract intended to result from this proposal be mixed with any items or materials collected or obtained as a result of any services provided to the Blind Brook-Rye Union Free School District, or any items or materials collected or obtained as a result of any services provided to the Town of Rye, or any items or materials collected or obtained within the Village pursuant to private individual contracts with residents or businesses, or any items or materials collected or obtained outside of the Village.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

E-waste is not to be collected by Contractor under this contract.

Part D. Insurance and Indemnity

This Contract shall be null and void and of no effect unless the Contractor shall, before entering upon the performance thereof, secure compensation for the benefit of and keep insured during the life of said Contract all employees engaged thereon who are required to be insured by the Workmen's Compensation Law, in compliance with the provisions of said law and all amendments thereto, and as provided in Section 108 of the General Municipal Law of the State of New York. The Contractor shall be bound by the following Indemnification/Hold Harmless Clause and the Contractor's policy shall include a contractual "hold harmless" clause exactly as follows:

Hold Harmless Clause:

The Contractor shall, during the performance of its services, take all necessary precautions and place proper guards for the prevention of accidents, and shall defend, indemnify and save harmless the Village and its employees, officers, Board of Trustees and agents, from all claims, suits and actions and all damages and costs (including reasonable attorneys fees) to which they may be put by reason of death or injury to all persons or property resulting from unskillfulness, willfulness, negligence, recklessness or carelessness in the performance of the services, or in guarding and protecting the same, or from any improper methods, materials, implements, or appliances used in its performance of this Contract, or by or on account of any direct or indirect act or omission of the Contractor or his employees, officers, directors or agents.

The Contractor also agrees to defend, indemnify and hold harmless the Village, its employees, officers, agents and Village Board of Trustees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in connection with a terminated, pending or completed claim, liability, action, suit or proceeding of whatever name or nature as the same may relate, in any manner, to the services provided by the Contractor, its employees, officers, directors or agents to the Village pursuant to this Contract, including but not limited to any act, error or omission, misstatement, misleading statement, neglect or breach of duties taken or made with respect to the Contract by the Contractor, its employees, officers, directors or agents. Said indemnification and defense obligation shall survive the expiration of this Contract as well as any early termination of this Contract.

The Contractor shall also take out and maintain during the life of this Contract such property damage insurance and public liability insurance in amounts hereinafter specified, as will protect the Contractor and the Contractor's employees, officers, directors and agents from any claims from damages to property and/or for personal injuries, including death, arising out of, occurring or caused by operations and services under this Contract by the Contractor, or by anyone directly or indirectly employed by said Contractor or arising out of this Contract.

The Contractor shall also take out and maintain during the life of this Contract such contingent property damage and public liability insurance policies in amounts hereinafter specified as will protect the Village of Rye Brook, the Board of Trustees of Rye Brook, and any Village

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

employees, officers and agents from any claims arising out of, occurring or caused by operations and services under this Contract by the Contractor, or by anyone directly or indirectly employed by said Contractor, including but not limited to claims for damages to property and/or for personal injuries, including death or arising out of this Contract and these policies shall include a contractual coverage clause setting forth substantially the wording of the above Hold Harmless Clause.

The Contractor, before execution of this Contract by the Village, shall file with the Village Clerk for his approval one (1) copy of each and every insurance and indemnity policy required by the terms of this Contract, or, at the Village Administrator's discretion, binders or certificates thereof may be furnished, if acceptable, pending receipt of required policies. Each and every insurance policy required by the terms of this Contract shall carry an endorsement to the effect that the insurance company will give at least thirty (30) days prior written notice to the Village of Rye Brook of any modification or cancellation of any such policy or policies.

Said insurance and indemnity policies or certificates or binders shall be subject to the approval of the Village Attorney in regard to company, adequacy and form of protection. The certified check or proposal bond submitted with the Contractor's proposal may be held for and until such approval has been given. Upon failure of the Contractor to furnish, deliver, and maintain such acceptable binders, certificates of insurance and renewals as above provided, this Contract may at the option of the Board of Trustees, be held willfully violated by the Contractor and may be forthwith declared abandoned by the Contract, or suspended, discontinued or terminated by the Village. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any responsibility or liability under this Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

All required insurance must be in effect and continued so during the life of the Contract in not less than the following amounts:

Limits Required for Contractor's Insurance:

Worker's Compensation (with Disability Certificate)	Unlimited
General Liability (Bodily Injury and Property Damage)	Aggregate \$3,000,000
Automobile Liability (Bodily Injury and Property Damage)	Aggregate \$3,000,000

Protective Policy for Village (Village of Rye Brook named as sole insured)

General Liability (Bodily Injury and Property Damage)	Aggregate \$3,000,000
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An original certificate plus one copy of the above insurance certificates shall be required.

In the event that claims in excess of the required amounts of insurance are made or filed by reason or any operations under the contract, the amount of excess of such claims, or any portion thereof, may be withheld from payments due or to become due the Contractor until such time as the

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Contractor shall furnish such additional security covering such claims as may be determined by and found satisfactory by the Village.

Part E. Termination

The Village may, in its discretion, terminate this Contract without cause and without liability whenever the Village deems such termination to be in its best interest by giving the Contractor at least thirty (30) days notice in writing of its intention to do so. The Village shall incur no liability on account of such termination, but the Contractor shall be entitled to payment for services rendered hereunder up to the date of termination.

Upon material breach of this Contract by the Contractor, the Village may terminate this Contract for cause following ten (10) days prior written notice to the Contractor that a material breach has occurred if such breach is not cured by the Contractor within such ten (10) day period. Upon such termination, the Village may pursue such rights and remedies as the law may confer against the Contractor for such material breach. The determination of the Village of materiality shall be conclusive unless arbitrary or capricious.

Part F. Labor

1. No Discrimination in Employment

In signing this Contract, Contractor agrees:

- a. That in the hiring of employees for the performance of services under this Contract, neither the Contractor, nor any person acting on behalf of such Contractor, shall by reason of race, creed, color, disability, sex, age or national origin discriminate against any person who is qualified and available to perform the services;
- b. That no Contractor, or any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of services under this Contract on account of race, creed, color, disability, sex, age or national origin; and
- c. That this Contract may be canceled or terminated by the Village and all monies due to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this Part of the Contract.

2. Service Hours

Collections shall not start in the morning earlier than 6:00 a.m. or as ordered by the Village Administrator or the Village Superintendent of Public Works / Engineer and shall be completed by 3:30 p.m. with missed stop service until 4:00 p.m. the day of collection.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

3. Wage Rates and Supplements

The wages to be paid for a legal day's work as herein defined to laborers, workmen, or mechanics upon such public work, shall be at least the prevailing rate of wages as herein defined. Serving laborers, helpers, assistants and apprentices shall not be classified as common laborers and shall be paid at least the prevailing rate of wages as herein defined.

The wages to be paid for a legal day's work to laborers, workmen or mechanics providing services to the Village shall at least be the prevailing wage rate for a day's work in the same trade or occupation in the locality within the state where such public work in its final or completed form is to be situated, provided or used and shall be paid in cash.

The supplements, as defined herein, to be provided to laborers, workmen or mechanics upon such public works, shall be in accordance with the prevailing practices in the locality, as hereinafter defined. Serving laborers, helpers, assistants and apprentices shall not be classified as common laborers and shall be provided supplements in accordance with the prevailing practices as herein defined. The supplements, as herein defined, to be provided to laborers, workmen, or mechanics upon any material to be used or in connection therewith, shall be in accordance with the prevailing practices in the same trade or occupation in the locality within the state where such public work in connection with which such labor is performed in its final or completed form is to be situated, erected or used.

“Supplements” means all remuneration for employment paid in any medium other than cash, or reimbursement for expenses, or any payments which are not “wages” within the meaning of the law, including but not limited to health, welfare, non-occupational disability, retirement, vacation benefits, holiday pay and life insurance.

“Prevailing practices in the locality” shall be the practice of providing supplements, as herein defined, to the majority of workmen, laborers or mechanics in the same trade or occupation in the locality as herein defined. Where contracts are not awarded within ninety (90) days of the date of establishment of the prevailing rate of wages by the Fiscal Officer, the Village shall request of the Fiscal Officer a redetermination of a schedule of wages and supplements.

The Contractor agrees that any person or corporation that willfully pays or provides, after entering into such Contract, less than such stipulated wage scale as established by the Fiscal Officer shall, in addition to the penalties provided in Section 220 and other applicable provisions of the New York State Labor Law, be subject to forfeiture of the Contract at the option of the Village Administrator for a first offense; and no person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the Village pay the same or authorize its payments from the funds under his charge or control to any person or corporation for work done upon any such Contract.

Said Contractor agrees that each such laborer, mechanic or workman employed in the performance of this Contract, either by the Contractor, or any other person doing or

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

contracting to do the whole or a part of the services contemplated by the Contract, shall be paid not less than such minimum hourly rate of wages and shall be paid at least such minimum hourly rate of wages and shall be provided supplements of at least the prevailing supplements.

In order to comply with the provisions of the Labor Law of the State of New York, the Contractor further agrees that not less than the schedules of wages and supplements as attached shall be paid and provided to laborers, workmen or mechanics in carrying out the services provided for under this Contract.

In submitting monthly payment requests, the Contractor shall furnish certified payroll records for the month in which payment is being requested. **Certified Payrolls must be submitted with each Payment Requisition. Payment will not be processed without Certified Payrolls. Improper wages or incomplete forms WILL cause delay in payment.**

Prevailing wage rates are attached under Appendix C. It is the Contractor's responsibility to obtain and maintain the most current prevailing wage rates.

PREVAILING WAGE RATE # 2019901102

Part G. Compliance With Laws and Regulations

1. General

The Contractor and his agents and employees shall at all times observe and comply with all existing and future laws, ordinances, regulations, orders and decrees that in any manner affect their services, including Federal permits and regulations, and shall protect and indemnify the Village of Rye Brook, its elected officials, officers, agents and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or by his employees or by those performing services under this Contract that the Contractor controls directly or indirectly. If any discrepancy or inconsistency should be discovered in this Contract or the Specifications (Section II) in relation to any such law, ordinance, regulation, order or decree, the Contractor shall forthwith report the same in writing to the Village Administrator.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

2. Labor and Other Laws

The Contractor and his agents and employees shall at all times observe and comply with all applicable provisions of the state and federal Labor Law, Public Health Law, the Lien Law, the Workmen's Compensation Law, the State Unemployment Insurance Law, the Federal Social Security Law, and all rules and regulations promulgated by the Department of Labor of the State of New York, any applicable State or Federal law, rule or regulation, the Village Code and any local laws, ordinances, resolutions or regulations of the Village of Rye Brook or of the County of Westchester, and all amendments and additions thereto.

3. Permits

The Contractor shall, at his own expense, obtain all necessary permits and licenses required by County, State or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incidental to the due and lawful prosecution of the services covered by this Contract. If any of the Contractor's services shall be done contrary to such laws, ordinances, rules or regulations, without such notice, he shall bear all cost(s) arising therefrom.

Part H. Payment

1. Requirements for Payment

The Contractor shall not demand nor be entitled to receive payment for the labor or materials, or any portion thereof, except in the manner set forth in this Contract, nor unless each and every one of the agreements, stipulations, terms and conditions herein contained to be performed, kept, observed and fulfilled on the part of the Contractor shall have been so performed, kept, observed and fulfilled, and the Village Superintendent of Public Works/Village Engineer shall have given his certificate to that effect, and the Village Administrator shall have been satisfied with and shall have accepted the services.

Payments will be made by the Village monthly at the expiration of each month in accordance with procedures set forth by the Village Treasurer. Providing 30 days to process payment

For performance in accordance with the provisions of this Contract, the Contractor shall receive payments from the Village in equal monthly installments for each period of the Contract.

2. Amount Due for Wages May be Withheld

In accordance with Section 200-b of the New York Labor Law as amended in case any interested person shall have previously filed a protest in writing objecting to the payment of the Contractor to the extent of the amount(s) due or to become due to the Contractor for daily or weekly wages or supplements for labor performed on the public improvement for which such contract was entered into, or if for any other reason it may be deemed advisable, the Village Treasurer of the Village of Rye Brook may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor in such statement or statements so filed to be due and owing by him on account of labor performed on such public improvement before making payment of

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

the amount certified for payment in any estimate or voucher, and may withhold the amount so deducted for the benefit of the laborers whose wages or supplements are unpaid or not provided, as shown by the verified statements filed by any Contractor, and may pay directly to any person the amount or amounts shown to be due to him or his duly authorized collective bargaining labor organization for such wages or supplements by the statements filed as herein required, thereby discharging the obligation of the Contractor to the person or his duly authorized collective bargaining labor organization receiving such payment to the extent of the amount thereof, or when any interested person shall file a written complaint with the Controller of the Village of Rye Brook alleging unpaid wages or supplements due for labor performed on a public improvement for which a contract has been entered into or if, on said Treasurer's own initiative, unpaid wages or supplements appear to be due, the Rye Brook Village Treasurer shall immediately so notify the financial officer of the civil division interested who shall withhold from any payment on account thereof, due the Contractor executing said public improvements, sufficient monies to satisfy said wages and supplements pending a final determination as further set forth in Section 220-a of the NYS Labor Law.

3. **Withholding of Payments**

The payments provided for by this Contract may at any time be withheld or reduced if, in the opinion of the Village Administrator, the services are not being performed in accordance with the Contract; or if the required insurance policies, performance bond, letter of credit, or other security for performance has not been furnished and/or maintained by the Contractor and approved by the Village Attorney.

If the Contractor fails to meet and pay all of his just obligations outstanding for labor, materials, and/or supplies at the time when an estimate for payment is due him, or if any liens, claims or demands arising out of or in connection with the Contractor's services shall be outstanding at the time any payment may be due or is likely to be made thereafter, or if any claims arising out of or in connection with the Contractor's operations under this Contract are made against the Village by any other person other than the Contractor, or if in the opinion of the Village Administrator, the Contractor is not proceeding with its services in accordance with the provisions of this Contract, the Village Administrator shall have the right to withhold out of any payments, final or otherwise, such sums as the Village Administrator deems ample to protect the Village against delay or loss and/or to ensure the payment of just claims of third persons and, at its option as agent for the Contractor, to apply such sums in such manner as the Village Administrator may deem proper to secure such protection and/or to satisfy such claims. The Village shall also have the right to withhold from the Contractor so much of the accrued payments as may be necessary to pay the laborers or mechanics employed to perform the services of this Contract the difference between the rate of wages and supplements required by this Contract to be paid laborers or mechanics performing services and the rate of wages and supplements actually paid to such laborers or mechanics. Such application shall be deemed payments for the Contractor's account. The Village Superintendent of Public Works/Village Engineer may withhold payment to the Contractor on account of the failure of the Contractor to fully comply with any requirements of the contract. **Certified payrolls must be submitted with each payment request!**

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Part I. Miscellaneous Contract Terms

1. Assignment Restricted

Said Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, or his rights, title or interest in or to the same or any part thereof, without the approval of the Board of Trustees and previous consent in writing of the Village Administrator endorsed hereon or annexed hereto, and said Contractor shall not assign by power of attorney or otherwise any of the monies due or to become due and payable under this Contract unless by and with said prior written consent of the Village Administrator. If the Contractor shall, without such prior written consent assign, transfer, convey, sublet, or otherwise dispose of this Contract, or if its right, title, or interest herein or any of the monies due or to become due under this Contract to any such person, company or other corporation, this Contract may, at the option of the Village of Rye Brook, be revoked and annulled and all liability and obligations of the Village of Rye Brook growing out of the same to the Contractor and to his assignee or transferee shall cease and be at an end as of the date and time of such assignment, transfer, conveyance, subletting or other disposition of this Contract, providing that nothing herein contained shall be construed to hinder, prevent, or affect an assignment by the Contractor's creditors, made pursuant to the Statutes of the State of New York or the United States. No right under this Contract or to any money due or to become due hereunder, shall be asserted against the Village by said Contractor or his agents, assignees, transferees, or other persons who may acquire any interest in law or equity by reason of any so called assignment of this Contract, or any part thereof of any monies due or to become due hereunder, unless authorized as aforesaid by the written consent of the Village Administrator.

2. Contractor's Address for Service and Notice

The business address given in the proposal upon which this Contract is founded is hereby designated as the place to which letters, notices or other communications under this Contract shall be mailed or delivered to the Contractor.

Such address may be changed at any time by an instrument in writing that is executed and acknowledged by the Contractor and delivered to the Office of the Village Administrator. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally at such address or any other place in this State.

3. Contract Binding on Successors

All of the stipulations and agreements aforesaid shall apply and bind the heirs, executors, administrators and successors of the respective parties hereto, but this clause shall not be deemed a consent to any assignment of this Contract.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

4. Small Dead Animals

All small dead animals found dead within the Village (during the normal business day) upon public or private property, including streets, highways or alley-ways, shall be collected within two (2) hours (during the normal business day) after notice by telephone, or in person, of the location of said animal and disposed of by the Contractor at a proper disposal center as directed by the Village Superintendent of Public Works/Village Engineer or his designee.

Part J. Special Conditions

1. Equipment

- (a) The Contractor shall furnish all necessary vehicles and equipment, to be approved by the Village Administrator or his agent, sufficient to accomplish the services as described in this Contract. Trucks shall be clean, well-maintained, odor-free, properly licensed, DOT inspected and in full accordance with all laws established by the State and Federal government for refuse vehicles. Collection vehicles must be suitable collection trucks, free of graffiti, equipped with metal bodies that prevent the escape of any liquids, garbage or other trash being carried therein. Other collection trucks used to perform services under this Contract must also meet with the approval of the Village Administrator or the Village Superintendent of Public Works/Village Engineer.

All equipment is to be properly registered and insured as well as equipped with all requirements of New York State Motor Vehicle Law and shall also be equipped with Back-up Alarms and appropriate work lighting and amber warning lights. All equipment and vehicles must conform to all State and Federal emission standards. Vehicles to be equipped with rear facing amber warning lights.

- (b) The Contractor shall supply an adequate number of personnel and collection trucks that will provide the service, as described in this Contract and the Specifications (Section II), to be completed in the time period allotted for the services. Workers SHALL be equipped with ANSI 3 reflective apparel at all times.
- (c) In the Proposal Form attached to this Contract, the Contractor shall provide the type and number of vehicles to be used to comply with and perform the services outlined in this Contract and the Specifications (Section II). All vehicles and other equipment shall be kept at all times in a clean and sanitary condition and the judgment of the Village Administrator or the Village Superintendent of Public Works/Village Engineer shall be binding in this regard.
- (d) If at any time during the term of this Contract the vehicles or other equipment used or to be used appear to the Village to be insufficient or improper for assuring proper performance of the services, the Village may order the Contractor to increase their efficiency or to improve their character, and the failure of the Village to demand any

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

increase of such efficiency or improvement shall not release the Contractor from its obligation to secure the quality of services.

- (e) The Village reserves the right to have a Global Positioning Service (GPS) tracking system installed in any vehicles actively servicing the Village (garbage, recycling, satellite vehicles, etc.). The Contractor shall either install the system or provide access to the vehicles by the Village staff or its authorized vendor (at the Village's option) and at no additional cost from the Contractor for such access. Such access to the active vehicles must be provided upon award of this Contract and at any other time requested by the Village on 24 hours notice. Should the Contractor's vehicles utilize such technology currently, the Village shall be given access to real time monitoring of such feature but reserves the right to install its own system at its own expense. The Contractor is required to have any installed GPS equipment that is damaged replaced at the Contractor's sole cost and expense. Information received from any GPS system shall be considered property of the Village.

2. Office Location and Missed Stop Service

The Contractor shall maintain a regional office, a local telephone number, a representative and a truck with an operator, at his own expense for each work day of this Contract between the hours of 6 a.m. and 4 p.m. for general business purposes, including receiving complaints and acting on them the same day. The local representative responding to telephone calls and reporting to the Village Administrator, the Village Superintendent of Public Works/Village Engineer or his agent shall have the authority to direct men and equipment in order to correct unsatisfactory conditions and missed stops.

3. Complaint Log

The Contractor shall maintain a complaint log relating to the performance of the provisions of this Contract and the Specifications (Section II), which log shall include the date of the complaint, the name and address of the complainant, the nature of the complaint, and the description of the action taken to remedy the situation. **A copy of such log shall be furnished to the Village each month with the claim for payment.**

4. Notice to Homeowner

If the material for collection is not collected because it does not conform to the Village's rules regarding size, weight, container or contents, etc., the homeowner shall be notified by the Contractor as to which rules were not complied with. The Contractor will supply and apply the appropriate Oops stickers. The Village will supply samples of Oops stickers for the Contractor to duplicate. There shall be no exception for not using such stickers, and the Village will periodically monitor for the use of such stickers. Any fines associated with the Contractor not utilizing these stickers will be at the risk of the Contractor. **The Village may assess a penalty of \$100 dollars per day of not using Oops stickers.**

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

5. Work Conditions

The services of the Contractor shall be done in a prompt, proper and workmanlike manner, satisfactory to the Village Administrator and the Village Superintendent of Public Works/Village Engineer and subject to all laws, rules and regulations of the Village of Rye Brook and the County of Westchester and any other agency having jurisdiction. The Contractor shall not leave any refuse upon streets or upon public and private property that may have dropped from receptacles or from Contractor's vehicles or other equipment.

Any complaint with respect to performance of the provisions of this Contract found to be valid by the Village Administrator, the Village Superintendent of Public Works/Village Engineer, or his agent and not corrected by the Contractor within twenty-four (24) hours will be corrected by the Village and the cost incurred thereby shall be deducted from the next monthly payment due to the Contractor.

6. Scheduling and Routing

- a) The Contractor shall schedule the collection of the material required by this Contract so as to occur within the allotted time period from the designated areas as outlined in Appendix B.
- b) Prior to commencing the services required by this Contract, the Contractor shall furnish to the Village a route schedule to be covered each day by each of his vehicles under this Contract and shall change, correct or alter such routes if ordered by the Village Administrator or the Village Superintendent of Public Works/Village Engineer.
- c) The Contractor shall be required to collect from any new dwellings developed within the Village of Rye Brook or as ordered by the Village Administrator, or as specified under the proposal alternates. The Contractor shall also discontinue or limit collection to any dwelling as ordered by the Village Administrator or the Village Superintendent of Public Works/Village Engineer.

7. Intoxicants Prohibited

The Contractor shall not sell and shall not permit nor suffer the introduction or use of intoxicating liquors, unlawful drugs or illegal substances upon or about the property owned by the Village. The Contractor shall not allow any employee to provide services to the Village while such person may have his/her abilities impaired by intoxicating liquors, unlawful drugs or illegal substances.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

8. Time to Begin Work

Unless otherwise directed by the Village Administrator, the Contractor shall begin work **within 5 business days of award notice.** . It is further agreed by the Contractor, however, that no services shall be begun by said Contractor and no liability incurred on the part of the Village until the Village Attorney of the Village of Rye Brook has first approved the performance bond and the proof of required insurance submitted by the Contractor in accordance with this Contract and the Specifications (Section II).

The compensation for performing for a portion of a month will be based on a prorated monthly rate computed using the annual price of the first year of this Contract. If this occurs, the end date shall remain the same.

9. Radioactive Waste aka ðHot Loadsö

It shall be understood that there may be a situation(s) where medical radioactive isotopes may be present in trash. The New York State Department of Transportation laws prohibit the transport of radioactive materials once they have been identified. For this reason, as well as to protect the health of the residents and environment of Westchester County, the trucks which have been identified as containing radioactive materials at a transfer facility must remain on site at until the radioactive material is separated from the rest of the waste, deemed safe for inclusion into the solid waste stream or other direction is given by Westchester County Staff. **No additional claims or costs shall be allowed for this event against the Village or this Contract.**

10. Uniform Traffic Law

It shall be understood that ALL operators of vehicles will operate equipment as per NYS, Westchester County and Rye Brook Traffic Laws and ordinances. All vehicles used to perform services required by this Contract shall properly stop at STOP signs and adhere to other traffic calming devices. Vehicles shall not be operated in a manner that will create a risk to other motorists or pedestrians.

Vehicles shall NOT operate against the flow of normal traffic, such as facing north bound on a south bound traffic pattern.

11. Cancellation / ðPush Backö of Collection due to weather

It shall be understood that periodically weather events such as but not limited to snow, sleet and ice may cause severe work conditions. During these times it may be necessary to ðpush backö scheduled sanitation. Should this occur, the Contractor **SHALL** notify the Village Administrator and Village Superintendent of Public Works/Village Engineer prior to 7:00 am of such morning. Should such notice not occur by the designated time, the Contractor will be penalized \$250 dollars per occurrence.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

12. Private property damage

Any damage that may occur to residential or Village properties shall be properly and promptly addressed and corrected to the satisfaction of the Village. Should the Village determine that appropriate repairs have not occurred, the Village may address such damage itself and back charge the Contractor. Alternatively, if the Village determines that appropriate repairs have not occurred, the property owner may address such damage itself, submit documentation of its costs to repair such damages to the Village and the Village may back charge the Contractor the reasonable repair costs incurred by the Village resident.

Part K. Term

- (1) Term of Contract 6 October 1, 2019 through May 31, 2020

COLLECTION OPTION:

The Collection Option authorized by the Board of Trustees of the Village of Rye Brook is:

Proposal A, (Rear Yard Collection): *8 Month Contract period.* _____

Proposal B, (Curb Side Collection): *8 Month Contract period.* _____

(See attached resolution upon final award and execution of this Contract).

Part L. Emergencies

Contractor shall provide a written plan to the Village setting forth its plans to pick-up residential and municipal garbage and refuse during emergency conditions including hurricane, flood, snow or other acts of Nature. If during any one day Contractor shall fail to make collections in a portion of the Village, Contractor shall proceed with the next day's collection and collect the previous day's route as well. If the Contractor finds impassable road conditions in the Village of Rye Brook, Contractor must immediately notify the Village Superintendent of Public Works/Village Engineer. As much prior notice as possible must be given of impacts of emergencies, but by no later than 7:00 a.m. the morning of collection.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Part M. Execution of Contract

IN WITNESS whereof the respective parties hereto have caused this contract to be executed and delivered as of the day and year first aforementioned.

(Village Seal)

THE VILLAGE OF RYE BROOK

BY: _____
Paul S. Rosenberg, Mayor
Village of Rye Brook

Name of Contractor/Business/Corporation

(Contractor's Corporate Seal)

BY: _____
Signature of Contractor/Business/Corporation

Print Name: _____

TITLE: _____

Address: _____

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Acknowledgment of the Mayor of the Village of Rye Brook

State of New York }
County of Westchester } SS:
Village of Rye Brook }

On this _____ day of _____, 20__ before me personally came Paul S. Rosenberg,
Mayor of the Village of Rye Brook, who being by me duly sworn, did depose and say that he
resides in the Village of Rye Brook, the corporation described in and which executed the above
instrument; that he knows the seal of said municipal corporation; that the seal affixed to this
instrument is such corporate seal; that it was affixed by order of the Board of Trustees of the
Village of Rye Brook and that he signed his name hereto by like order.

Notary Public

Acknowledgment if Contractor is a Corporation

State of New York }
County of Westchester } SS:
 }

On this _____ day of _____, 20__ before me personally came

_____ to me known, who, being by me duly sworn, did
depose and say that he resides at

and that he is the _____ of _____
(title)

the corporation described in and which executed this instrument; that he knows the seal of said
corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by
order of the Board of Directors of said Corporation, and that he signed his name hereto by like
order.

Notary Public

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Acknowledgment if Contractor is an Individual

State of New York }
County of } SS:
 }

On this ____ day of _____, 20__ before me personally came _____
_____ to me known and known to me to be the person
described in and who executed the foregoing contract, and who acknowledged to me the
execution thereof for the purpose therein mentioned.

Notary Public

Acknowledgment if Contractor is a Partnership

State of New York }
County of } SS:
 }

On this ____ day of _____, 20__ before me personally came _____

to me known and known to me to be a member of
the firm described in and who executed the foregoing contract, and he acknowledged to me that
he subscribed the name of said firm thereto on behalf of said firm for the purpose therein
mentioned.

Notary Public

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Section N.

Performance Bond No.

*** Contractors should note that the Performance Bond is acceptable under this Contract if submitted on AIA forms for such.**

(Name of Bonding Company)

(Address)

Know all men by these presents, that we:

(Insert Name and Address of Contractor)

hereinafter referred to as Principal, and:

(Name and State of Incorporation of Surety)

hereinafter referred to as the Surety, are held and firmly bound unto The Village of Rye Brook, a municipal corporation located in the County of Westchester, in the State of New York, hereinafter referred to as the Village, in the sum of:

_____ Dollars

(\$ _____), lawful money of the United States of America for the payment to the Village of Rye Brook or to its certain attorneys, successors, or assigns, for which payment will and truly be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals. Dated this _____ day of the month of _____, 20__.

WHEREAS, the above bound Principal, by an instrument in writing, signed by the Principal, as Contractor, and bearing even date with or a date prior to these presents, has contracted with the Village of Rye Brook to perform all services and furnish all labor, materials, vehicles and equipment called for in the said contract for: **Village of Rye Brook Contract “Residential Sanitation Collection Services including Recycling, Bulk Trash, Green Waste, White Goods and Bulk Metal”** which Contract is by reference and attachment made a part hereof.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

and any extensions thereof that may be granted by the Village, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then these obligations shall be void, otherwise to remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, deletion or alteration or addition to the terms of the contract or to the services to be performed thereunder or to the plans and specifications accompanying same shall in any way affect or limit or release its obligation of this bond.

No right of action shall accrue on this bond to or from the use of any person or corporation other than the Village of Rye Brook named herein or its successors.

(Corporate Seals Required)

Signature: _____
(By Contractor Principal)

Print: _____
(Name and title of Contractor Principal)

Signature: _____
(By Surety)

Print: _____
(Name and title of Surety)

Surety Bond to be approved as to form and correctness by the Village Attorney of the Village of Rye Brook.

Qualifications of Surety Company and proper acknowledgments to be annexed hereto.

Surety company must be authorized by the State of New York to transact business.

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Acknowledgment by Principal unless it is a Corporation

State of }
County of } SS:
 }

On this ____ day of _____, 20__ before me personally came _____

_____ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that she/he executed the same.

Notary Public

Acknowledgment by Principal if a Corporation

State of }
County of } SS:
 }

On this ____ day of _____, 20__ before me personally came _____

_____ to me known, who, being by me duly sworn,

did depose and say that he resides in _____ at _____

and is the _____ of the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

Acknowledgment by Surety Company

51

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Section O.

SEXUAL HARASSMENT: WRITTEN POLICY & TRAINING

AFFIDAVIT

State of New York
County of Westchester
Village of Rye Brook } **ss:**

_____, hereby states, under the penalty of perjury
[PRINT NAME & TITLE]
that the following statement is true in every respect:

“By submission of this proposal, each Proposal submitter and each person signing on behalf of any Proposal submitter certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Proposal submitter has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York State labor law.”

_____, DATE _____
Signature

2019-9-13

SPECIFICATIONS
Residential Sanitation Collection Services
Including Recycling, Bulk Trash, and Organic Yard Waste

Appendix A

Village of Rye Brook Code Chapter 135 – Garbage, Rubbish and Refuse

(See attached)

Appendix B

Street List, Schedule of Pickups and Map

(See attached)

Appendix C

Prevailing Wage Rates

(See attached)

Appendix D

Sample Oops Stickers

(See attached)

Appendix A

Village of Rye Brook Code Chapter 135 "Garbage, Rubbish and Refuse"

Village of Rye Brook, NY
Tuesday, August 6, 2019

Chapter 135. Garbage, Rubbish and Refuse

[HISTORY: Adopted by the Board of Trustees of the Village of Rye Brook 11-12-2002 by L.L. No. 9-2002.^[1] Amendments noted where applicable.]

GENERAL REFERENCES

Littering — See Ch. 149.

Property maintenance — See Ch. 186.

- [1] *Editor's Note: This local law superseded former Ch. 135, Garbage, Rubbish and Refuse, which consisted of Art. I, Garbage Receptacles, adopted 1-17-1985 by L.L. No. 1-1985, as amended.*

§ 135-1. Definitions and word usage.

- A. When not inconsistent with the context, words used in the present tense include the future, words used in the plural number include the singular number, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.
- B. For the purpose of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein:

ALUMINUM CANS

Containers fabricated of aluminum and commonly used for soda, beer or other beverages.

ASHES

The residue from burning of wood or other combustible materials.

BULKY METALS

Stoves, refrigerators, dishwashers, dryers, washing machines, air-conditioning units, boilers, freezers, water tanks, lawn mowers, metal duct work, aluminum siding, metal window and door frames and other large metal appliances.

BULKY WASTE

Beds, mattresses, chairs, tables, wood, windows, linoleum, furniture and other large items not otherwise defined.

COMMINGLED PAPER

Newsprint, magazines, junk mail, phone books, corrugated cardboard, brown paper bags, and other similar unsoiled paper products.

COMMINGLED PLASTICS AND METALS

Aluminum cans, metal food containers, all plastics coded with any number between 1 and 7 commonly used for food, beverages, detergents, household cleaners and shampoo.

[Amended 7-10-2012 by L.L. No. 5-2012]

CURBSIDE

The area abutting a roadway that is within five feet of the curb (or if no curb, the edge of the property adjacent to the roadway). A curbside area may be within the apron of a resident's driveway if no other useable curbside space is available. "Curbside" does not include any area within a public or private roadway, including any portion of the roadway used for vehicle parking or as a bicycle lane.

DEMOLITION DEBRIS

Concrete, masonry, wood, plaster, aluminum or other siding material, wire, asphalt, ceramics, tiles, sheetrock, roofing material, stones, bricks, clay pipe, concrete pipe and any other by-product of a new construction activity, renovation and rebuilding or other modification to a house, appurtenances and grounds.

FALL LEAVES

Leaves that are loosely placed at the curb in windrows from October 1 through December 15 of each year.

GARBAGE

Putrescible animal and vegetable wastes resulting from the handling, preparation, cooking and consumption of food, and readily combustible material such as paper, cardboard, wood, excelsior, cloth, food cans, glass food containers and bottles to the extent they are not covered by the term "recyclables."

GLASS BOTTLES

Transparent or translucent jars, bottles and containers that are primarily used for packaging and bottling of various products.

MUNICIPALLY COLLECTED SOLID WASTE

Household waste and other waste materials routinely produced in a household and used household items. This material shall not include other materials defined as bulky metals, bulky wastes, demolition debris, recyclables, and yard organics.

NEWSPRINT

The common, inexpensive machine-finished paper made chiefly from wood pulp used for newspapers. This term excludes glossy newspaper inserts, books and magazines as well as other paper products.

PERSON

Any person, employee, servant, agent, firm, partnership, association, corporation, company or organization or entity of any kind.

PUTRESCIBLE

Becoming rotten; decaying.

RECYCLABLES

All plastics coded with any number between 1 through 7, corrugated cardboard, brown paper bags and such other materials for which separate recycling collection is provided by the Village.

[Amended 7-10-2012 by L.L. No. 5-2012]

REFUSE

All putrescible and nonputrescible solid wastes (except body wastes), including garbage, rubbish and ashes.

RUBBISH

Nonputrescible solid wastes (excluding ashes) consisting of both combustible and noncombustible wastes, such as yard organics, metals, wood, glass bottles, bedding, crockery and similar materials.

YARD ORGANICS

Grass clippings, leaves, branches and other like organic garden materials generated from a residential property. Excluded are tree trunks, root systems, tree stumps, logs, and other large growing vegetation.

§ 135-2. Receptacles and storage area required.

It shall be the duty of every person having the management or control of or occupying any land or building to provide, for the exclusive use of such land or building or part thereof, sufficient receptacles to hold garbage, recyclables and rubbish ordinarily accumulated by the occupants of such land or building, each in separate receptacles, and to allocate an area not visible from the street for storage of such receptacles in the interval between regular collections.

§ 135-3. Preparation of wastes for collection.

Every person in possession or responsible for premises used for residential purposes shall prepare and segregate all material intended for collection by the Village or by a contractor hired by it, as follows:

- A. Municipally collected solid waste shall be placed in watertight metal or plastic containers having a capacity not to exceed 30 gallons, with tight-fitting metal or plastic covers. The filled weight of any such container shall not exceed 50 pounds. No portion of any such container shall be located below the surrounding grade level, except as specifically permitted in writing by the Village.
- B. Bulky wastes and bulky metals, which are not self-contained, shall be placed in suitable containers so as to prevent scattering or, if too large, shall be securely bundled, tied and packed so as to be easily handled. Such bundles shall not weigh more than 50 pounds and shall not exceed three feet in any dimension.
- C. Recyclables for which separate collection is provided shall be separated from other municipally collected solid waste. Commingled glass bottles, plastics and metals shall be separated from commingled paper. All commingled glass bottles, plastics and metals shall be placed in a container available for purchase at Village Hall ("blue bin") and the blue bin shall be placed at the curb and be readily accessible to a collection vehicle. All commingled paper shall be placed in an open container (such as a separate blue bin) or in brown paper bags, and the container and/or brown paper bags shall be placed at the curb and be readily accessible to a collection vehicle. Recyclables are not permitted to be placed in plastic bags. Newsprint or cardboard used to wrap solid waste and contaminated newsprint or cardboard shall not be included in such recyclables and shall be disposed of with household waste. Collection of recyclables shall be made in

accordance with rules promulgated by the Village Department of Public Works and the County of Westchester.

[Amended 7-10-2012 by L.L. No. 5-2012]

- D. Yard organics shall be separated from other municipally collected solid waste. Yard organics shall be placed at the curb and readily accessible to a refuse collection vehicle. Except for fall leaf collections, yard organics shall be placed in biodegradable paper bags or open metal or plastic containers for collection in accordance with rules promulgated by the Village Department of Public Works and the County of Westchester.
- (1) Leaves shall be bagged or placed in open containers separate from other yard organics.
 - (2) Branches not exceeding four inches in diameter shall be placed in open metal or plastic containers or tied in bundles no longer than three feet in length and no larger than 18 inches in diameter and not exceeding 50 pounds in weight for collection with yard organics.
 - (3) Fall leaves shall be placed at the curb in windrows. They shall not be placed in the street at any time.

§ 135-4. Collection procedures.

[Amended 7-10-2012 by L.L. No. 5-2012]

Collection of municipally collected solid waste shall begin at 6:00 a.m. All material intended for collection by the Village or by a contractor hired by it shall be placed where it will be readily accessible as follows:

- A. Collection of municipally collected solid waste from residences shall be made not less than two days per week. The Village or a contractor hired by it shall notify the public in advance, of the schedule of days upon which municipally collected solid waste shall be collected. The schedule shall specifically state any exceptions to the regular schedule.
- B. Bulky metals and bulky wastes shall be placed at the curb for collection in compliance with all provisions of this chapter and shall be placed so that they are readily accessible to a refuse collection vehicle.
- C. Recyclables, yard organics, bulky metals, and bulky wastes shall be collected on a schedule determined by the Village Board. The Village or a contractor hired by it shall notify the public, in advance, of the schedule of day(s) upon which recyclables, yard organics and bulky metals shall be collected. The schedule shall specifically state any exceptions to the regular schedule.
- D. There will be no collection from residence where snow and ice have not been cleared from access pathways or driveways.
- E. No material of any kind shall be placed at curbside except municipally collected solid waste, bulky wastes, bulky metals, recyclables, and yard organics in compliance with all provisions of this chapter which shall be placed at curbside no earlier than 6:00 p.m. on the evening before the applicable curb pickup day. Any receptacles or containers used to store such materials for collection shall be removed from the curb no later than 12 hours after such collection.

- F. Municipally collected solid waste, recyclables, yard organics, bulky metals, bulky wastes or any other refuse set out for collection shall not be placed in the street or in a manner that obstructs a sidewalk.
- G. If vehicles are required to enter private property for the collection of refuse, such entry will be at the sole risk of the property owner.
- H. Once the materials discussed in this section have been set out for collection, it shall be unlawful and a violation of this chapter for any person, without authority from the Village, to collect, pick up, remove or cause to be collected, picked up or removed any such materials.

§ 135-5. Receptacle standards; limitations on collections and acceptable wastes.

- A. Each owner of such receptacles provided for the collection of garbage and municipally collected solid waste shall ensure that such receptacles are watertight, kept covered with a suitable cover and maintained in a sanitary manner by periodic cleaning.
- B. Each owner of such receptacles provided for in this chapter shall ensure that receptacles containing garbage or rubbish shall be free of water or wetted materials.
- C. Any container that does not conform to the provisions of this chapter or that may have ragged or sharp edges or any other defect liable to hamper or injure the person collecting the contents shall be promptly replaced upon notice.
- D. Neither the Village nor any contractor hired by it shall pick up, nor shall any resident place for pickup, any wood over four inches in diameter or over three feet long; tree stumps; tree trunks; firewood; railroad ties; telephone poles; demolition, construction or discarded debris, such as lumber, concrete, plaster, dirt, rock, brick, asphalt or large wooden crates or boxes; stones or quantities of sod; flammable or highly combustible matter, such as cleaning establishment wastes or other industrial wastes found to contain varnish, paint, thinners or other dangerous materials; sawdust; explosives; ammunition; oil drums, either full or empty; cans or barrels containing combustible liquids; rubber tires of any size; rubber wastes; pesticides; automotive or similar batteries; tar paper roofing, tar cans; dead animals; medical waste; or any hazardous waste as defined by Article 27 of the Environmental Conservation Law and the regulations promulgated thereunder.
- E. The Village or any contractor hired by it shall not pick up from any one residence during any collection more than:
 - (1) Two thirty-gallon containers of garbage or municipally collected solid waste, or the equivalent thereof.
 - (2) Two cubic yards of bulky waste, except by special arrangements.
- F. The Village or any contractor hired by it shall not pick up any material classified as toxic waste by 6 NYCRR 366, the identification and listing of hazardous wastes pursuant to Article 27, Title 9 of the Environmental Conservation Law or any ensuing legislation more restrictive than currently in force.

§ 135-6. Dumping in streets or streams.

It shall be unlawful for any person to throw, deposit or place or cause to be thrown, deposited or placed, in or upon any street, sidewalk or other public place or any public property or into any stream, canal or other watercourse or any waters within the Village, automobiles, automobile bodies, ashes, bottles, boxes, broken crockery, dead animals, excrement, filth, garbage, flammable materials, junk, leaves, yard clippings, lumber, metal, offal, plaster, putrescible substances, rags, shavings, shells, stones, straw, tin cans, wood or any rubbish or waste of any kind or cause any obstruction or injury thereto or nuisance therein.

§ 135-7. Obstructing and connecting to sewers and drains.

- A. It shall be unlawful for any person to throw or deposit or cause to be thrown or deposited into any drain, catch basin, sewer or gutter within the Village any substance which may cause obstructions or injury thereto, or nuisance therein.
- B. It shall be unlawful for any person to divert or stop the flow of any drain, catch basin, sewer or gutter within the Village.
- C. It shall be unlawful to connect into any drain, catch basin, sewer or gutter within the Village without the written permission of the Village Engineer.

§ 135-8. Enforcement, penalties for offenses and fees.

- A. The Village Police Department, the Village Code Enforcement Officer(s), the Village Engineer and the Village Building Inspector are hereby empowered to enforce the prohibitions and regulations set forth in this chapter.
- B. Any person violating any of the provisions of this chapter, upon conviction, shall be subject to a fine of \$25 for a first offense. Each such subsequent offense shall be punishable by a fine not to exceed \$100 per offense. Every day, or part thereof, that such violation shall continue shall be deemed to be a separate and distinct violation of the provisions of this chapter.
- C. Any person placing bulky metals or bulky waste at curbside for collection in excess of the amount provided for in § 135-3 shall be charged a fee as established by resolution of the Board of Trustees.

Appendix B

Street List, Schedule of Pickups and Map



2019 SANITATION CALENDAR VILLAGE OF RYE BROOK 838 KING STREET, RYE BROOK, NY 10573 Public Works Dept. 939-0753 ryebrook.org

Weekly Updates Hotline: 75 TRASH (758-7274)

ROUTE 1

ROUTE 2

LEGEND

ROUTE 1 - TRASH: MON, THUR. RECYCLING: A-WED, B-THUR, C-FRI.
ROUTE 2 - TRASH: TUES, FRI. RECYCLING: A-WED, B-THUR, C-FRI.
(SEE STREET LEGEND ON BACK)

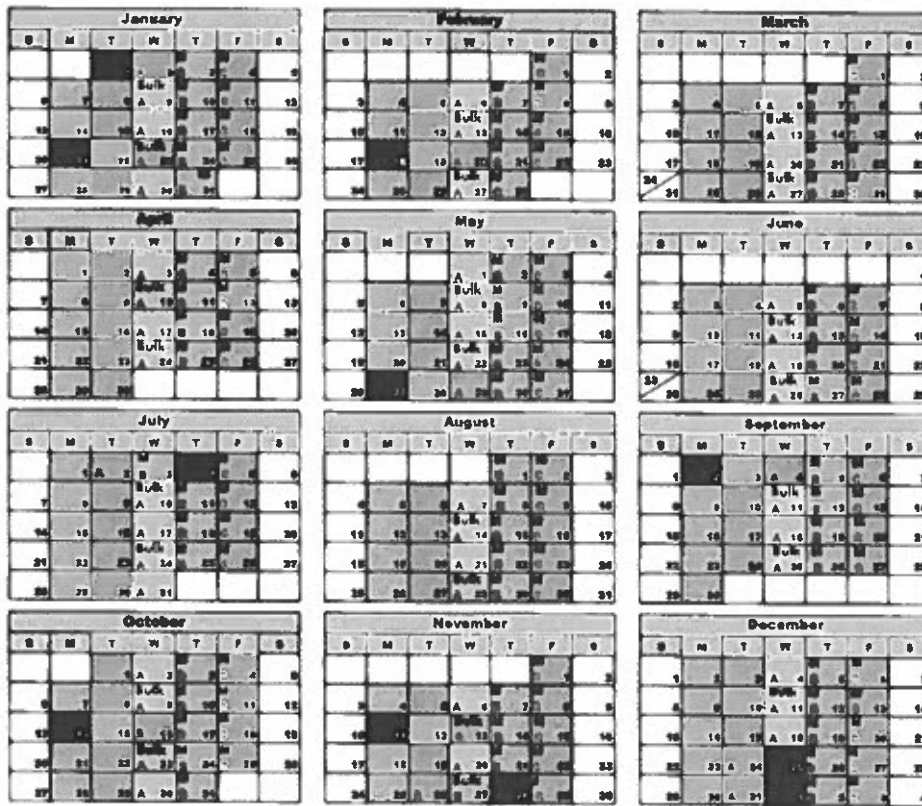


OBSERVED HOLIDAYS

No activities services on these days AND on

Observed Holidays for these weeks

New Year's Day - Observed 1/1/19
MLK Day - Observed 1/15/19
Presidents Day - Observed 2/18/19
Memorial Day - Observed 5/27/19
Independence Day - Observed 7/4/19
Labor Day - Observed 9/2/19
Columbus Day - Observed 10/8/19
Veterans Day - Observed 11/11/19
Thanksgiving Day - Observed 11/28/19
Christmas Day - Observed 12/25/19
New Year's Day - Observed 1/1/20



GARBAGE & HOW TO DISPOSE:

General Information:

- Place garbage out for collection between 6:00 a.m. and 8:00 a.m. the night before your scheduled pickup and 8:00 a.m. the day of your scheduled pickup.
- Garbage is considered anything from your home such as: kitchen waste, laundry waste, dishes & bathroom pots out.
- Use voluntary containers with covers having a max. capacity of 50 gallons.
- The total weight of any such container shall not exceed 50 pounds.
- No more than two 20-gallon containers of garbage will be collected from each household.
- All containers shall be removed from the curb no later than 12 hours after collection.

BULK TRASH & HOW TO DISPOSE:

General Information:

- Place bulk trash outside between 6:00 p.m. Tuesday and 6:00 a.m. Wednesday.
- Place bulk in suitable containers to prevent scattering.
- 50 pound limit to each container.
- 2 cubic yard limit from each household.
- Large metal containers are required (See Bulk Metal Recycling Schedule).

Bulk Trash is considered:

- Furniture, mattresses, clothing, luggage, toys, books, appliances (3 ft. x 6 ft. x 6 ft. max), wood framing, water heater (plastic), old pots (must be cut & be removed), non-rechargeable batteries.
- Not Collected:
- Construction & demolition debris: lumber, concrete, dirt, plaster, rock, brick, asphalt, roof material, large wooden crates.
- Auto: Radiator, fan, brake pads, shock absorbers or highly combustible motor such as outboard motor, outboard, oil and gasoline, propane tank.
- Stoves or griddles of any kind.
- Refrigerators, air units, air tanks, A/C units, A/C units, A/C units.
- Curved cardboard (see recycling).
- ELECTRONIC WASTE: See E-Waste or H-APR info.

Get Rid of E-Waste the Right Way

Public: NY's law prohibits "E-Waste" from disposal with household trash.

These items will no longer be collected curbside:

- TVs, computers & all computer components including mice, printers, copiers, fax machines, modems, DVD/VCRs, digital music players, A/V receivers, cable or satellite receivers, electronic or video game consoles, speakers, headphones, and cell phones. These items must be taken to County 16000 (see below).
- Refrigerators: Try to donate used refrigerator equipment or have your equipment refurbished.
- Leakage: Go to your waste transfer station or call 914-422-2222 to schedule an appointment to drop off your E-Waste and other County accepted items at the County 16000 location, located at 16 Woods Road in Valhalla, NY or call the Village 939-0753. Items not accepted at 16000: Pools containing toxic, paint, oil, toxic, appliances the silver meters, vacuum, thermometers and thermometers, alkaline batteries, smoke detectors, lawn & garden tools.

Bulk Metal Recyclables

Place of curb side on Bulk Metal Day Appointments:

- Stoves, washing machines, metal water heaters, dishwashers, lawn mowers, lawnmowers (from mowers), swing sets (put in a flat position), bed frames, metal blenders, etc.
- Auto, heavy, 5-6-20 lbs.

Note: gas tanks are NOT collected.

Items must be removed by a licensed Waste Removal Vendor before pickup. Remove debris for safety. A/C units, heaters, refrigerators, etc.



2019 SANITATION CALENDAR

VILLAGE OF RYE BROOK
938 KING STREET, RYE BROOK, NY 10573
Public Works Dept. 938-0753
ryebrook.org

Weekly Updates Hotline: 75 TRASH (758-7274)

ROUTE
3

LEGEND

ROUTE 3 - TRASH: MON., WED.
RECYCLING: C-FRI.
(SEE STREET LEGEND ON BACK)

TRASH DAYS ROUTE 3

C RECYCLE DAY
BULK 2ND & 6TH WEDNESDAY

G GREEN WASTE
M BULK METAL-SECOND TRASH DAY

HOLIDAY

OBSERVED HOLIDAYS
the sanitation services on these days **ARE** as shown

Write services for these weeks:

New Year's Day - Observed 1/1/19
MLK Day - Observed 1/21/19
President's Day - Observed 2/18/19
Memorial Day - Observed 5/27/19
Independence Day - Observed 7/4/19
Labor Day - Observed 9/2/19
Columbus Day - Observed 10/14/19
Veterans Day - Observed 11/11/19
Thanksgiving Day - Observed 11/28/19
Christmas Day - Observed 12/25/19

January

S	M	T	W	T	F	S
30	31					
6	7					
13	14					
20	21					
27	28					

February

S	M	T	W	T	F	S
3	4					
10	11					
17	18					
24	25					

March

S	M	T	W	T	F	S
3	4					
10	11					
17	18					
24	25					

April

S	M	T	W	T	F	S
7	8					
14	15					
21	22					
28	29					

May

S	M	T	W	T	F	S
5	6					
12	13					
19	20					
26	27					

June

S	M	T	W	T	F	S
1	2					
8	9					
15	16					
22	23					

July

S	M	T	W	T	F	S
7	8					
14	15					
21	22					
28	29					

August

S	M	T	W	T	F	S
4	5					
11	12					
18	19					
25	26					

September

S	M	T	W	T	F	S
1	2					
8	9					
15	16					
22	23					

October

S	M	T	W	T	F	S
6	7					
13	14					
20	21					
27	28					

November

S	M	T	W	T	F	S
3	4					
10	11					
17	18					
24	25					

December

S	M	T	W	T	F	S
1	2					
8	9					
15	16					
22	23					

GARBAGE & HOW TO DISPOSE:

General Information:

- Place garbage out for collection between 5:00 a.m. the night before your scheduled pick-up and 8:00 a.m. the day of your scheduled pick-up.
- Garbage is considered anything from your home such as, refuse, waste, safety waste, kitchen & bathroom waste.
- Use curbside containers with covers having a max. capacity of 30 gallons.
- The filled weight of any such container shall not exceed 60 pounds.
- No more than two 30-gallon containers of garbage will be collected from each household.
- All containers shall be removed from the curb no later than 12 hours after collection.

BULK TRASH & HOW TO DISPOSE:

General Information:

- Place bulk trash curbside between 6:00 p.m. Tuesday and 8:00 a.m. Wednesday.
- Place bulk in suitable containers to prevent scattering.
- 30 pound limit to each container.
- 2-cubic yard limit from each household.
- Large metal appliances are accepted (See Bulk Metal Recycling Schedule)

Bulk Trash is considered:

- Furniture, mattresses, clothing, hangers, toys, books, carpeting (2 ft. x 8 ft. sections), packing materials, wood fencing, water heater tanks, old paint (must be dried & 5 lbs. removed), non-rechargeable batteries.

Not Collected:

- Construction & demolition debris: lumber, concrete, dirt, plaster, rock, brick, asphalt, roof material, large wooden crates.
- Also: Railroad ties, telephone poles, flammable or highly combustible matter such as paint thinner, varnish, oil and gasoline, propane tanks.
- Stumps or quantities of soil.
- Refrigerators, auto parts, oil tanks, riding mowers, lawnmowers & car batteries (take to local repair shop).
- Compressed cardboard (see recycling).
- ELECTRONIC WASTE: See E-Waste at H-WRF info.

Get Rid of E-Waste the Right Way

Per NYS law, hazardous "E-Waste" items disposed with household trash.

These items will no longer be accepted curbside:

E-Waste: TV's, computers & all computer components including video, printers, scanners, ink cartridges, fax machines, DVD's, VCR's, digital music players, & video recorders, cable or satellite receivers, electronic or video game consoles, cameras, copiers, microwaves, and cell phones. These items can be taken to County H-WRF (see below).

Please: Try to donate used computer equipment or have your equipment refurbished.

Location: Go to www.westchester.org or call 914-442-5425 to schedule an appointment to drop off your E-Waste and other County accepted items at the County H-WRF location, located at 13 Woods Road in Yonkers, NY or call the Village 938-0753. Items not accepted at H-WRF: From containing flame, paint, oil, bulbs, appliances like coffee makers, vacuums, thermostats and thermometers, alkaline batteries, smoke detectors, lawn & garden tools.

Bulk Metal Recyclables

Place at curb side on Bulk Metal Day Appliances: Stoves, washing machines, metal water heaters, dishwashers, lawn mowers, lawnmowers (free removed), riding mowers (not in 4 foot sections), tool boxes, snow blowers, the law, fencing, 8-10 ft.

Note: gas tanks are NOT collected

From must be removed by a licensed From Removal Vendor before pickup. Remove doors for safety. A/C units, heaters, refrigerators, etc.

VILLAGE OF RYE BROOK 2019 RECYCLING PROGRAM

RECYCLING PROGRAM

Westchester County law requires recycling of certain materials from the normal household garbage. If your recyclables are co-mingled with your garbage, our sanitation workers cannot pick up your garbage. Please make recycling a priority in your home. For information about what and how to recycle and dispose of items visit www.westchestergov.com/recycling or call the Recycling Help Line at 813-5425 for more info.

Here are some recycling tips:

Review the following procedures and requirements to ready your recyclables for collection.

DO NOT mix your plastics, metals & glass with paper and cardboard. **DO** place your paper and cardboard in a separate bin from the plastics, metals & glass. **DO NOT** place any recyclables in plastic bags.

DO separate your recyclables and place paper/cardboard in a second bin separate from the plastics, metals & glass.

Need a new Blue Bin? Available for purchase at Village Hall.

75 TRASH (758-7274)

FOR WEEKLY UPDATES
REGARDING
SANITATION
COLLECTION PLEASE
CALL OUR NEW
SANITATION HOTLINE

PAINT CANS & FLUORESCENT BULBS



Paint cans can be placed at curbside on Bulk Day. Paint must be dried and lids removed. Inexpensive cat litter or commercial brand paint dryers work great.

Bulbs can be recycled at Home Depot in front of the Returns Counter.

GREEN WASTE

Place curbside between 6:00 p.m. Tuesday and 6:00 a.m. Wednesday (see Schedule for holiday changes). Green waste must be separated from other municipally collected solid waste. The Village matches collected green waste.

Lawn Debris shall be placed in biodegradable paper bags or placed in open containers separate from other yard organics. **NO PLASTIC BAGS!**

BRANCHES & TREES

Branches must be less than four (4) inches in diameter and cut into lengths of three (3) feet or less and shall be placed in an open container or tied in bundles.

NOT COLLECTED: Tree trunks, root systems, stumps, logs, debris from an entire tree removal & other large vegetation.

The Village does not collect loose branches.

Removal of trees requires a Permit.

FALL LEAVES

Leaves are collected from October 1 to December 15. Leaves must be placed in a light row, a maximum of 4 feet wide, along the center of the curb line. Pile must be free of branches, logs, rocks, grass & other yard debris. **DO NOT** place leaves in the street or block drains.

CHRISTMAS TREES

Collected through January 15. Please place trees at the curb any time before January 15. **DO NOT** place trees in plastic bags. Remove all metal wire, lights and nails.

RECYCLABLE

NON-RECYCLABLE

Plastic

YES Milk, water, soda & juice bottles, dish detergent and fabric softener bottles, shampoo and household cleaner bottles, wax coated containers

NO Plastic bags, dishes, vinyl toys, hangers, Styrofoam or cellophane

Metal

YES Food cans, such as soup, fruit, vegetable, & juice cans, pet food cans, beverage & empty aerosol cans, clean aluminum foil, pie plates & trays

NO Small appliances or metal furniture, built-in trash metal (such as scrap metal, including pipes, tubing), batteries & paint cans

Glass

YES All UNBROKEN clear, green and brown glass jars & bottles any size, food & beverage containers only

NO Ceramics or pottery, light bulbs or window & mirror glass, cookware or ovenware, pesticide or herbicide, drinking glasses or bottles

Paper and Cardboard

YES All newspapers, phone books, magazines, catalogs, junk mail, colored & glossy paper, periodicals, brown paper bags, corrugated cardboard (must be flattened & loose), gray/compressed or smooth cardboard, such as cereal, pizza & tissue boxes, towel rolls & paper egg cartons & shredded paper

NO Paperback or hard covered books



Protect the Brook

Did you know?

Most portions of the Brooks in the Village are on private property. Please protect these Brooks by properly disposing of all lawn & yard debris.

SHARPS

Place Home Medical Sharps in a durable plastic container like a bleach or detergent bottle, then dispose of container in garbage or you can drop off Medical Sharps locally at the Port Chester Nursing Home on High Street, or any hospital will take them.

STREET LIST FOR ROUTES

RTE COLUMN - ROUTE #

G COLUMN - GARBAGE DAYS

R COLUMN - RECYCLE DAY

STREET	RTE	G	R	STREET	RTE	G	R	STREET	RTE	G	R	STREET	RTE	G	R
ACKER DRIVE	2	T.F.	B	CRESCENT PLACE	1	M,TH	A	WINDYWOOD DRIVE	2	T.F.	B	RED ROOF DRIVE	2	T.F.	B
ALFRED COURT	2	T.F.	C	CROSSWAY	2	T.F.	B	LATONIA ROAD	2	T.F.	B	REUNION ROAD	2	T.F.	C
ANDERSON HILL	3	T.F.	C	DAVID LANE	2	T.F.	C	LAWRENCE LANE	2	T.F.	C	RIDGE BLVD	1	M,TH	A
ARBOR DRIVE	3	M,W	C	DEER RUN	2	T.F.	A	LAWRENCE DRIVE	1	M,TH	C	RIDGE RD	2	T.F.	B
ARROYO ROAD	1	M,TH	A	DIVISION STREET	1	M,TH	A	LEE LAKE	2	T.F.	A	ROCKHOLE AVENUE	1	M,TH	B
ARLINGTON PLACE	2	T.F.	B	DIXON STREET	1	M,TH	A	LEGENDARY CIRCLE	2	T.F.	C	ROBINS ROCKET	2	T.F.	B
ARROWWOOD CIRCLE	2	T.F.	C	DORAL GREENS	2	T.F.	C	LINCOLN (#1-831)	2	T.F.	A	ROCKINGHORSE TRAIL	1	M,TH	C
BARBER PLACE	1	M,TH	A	DORCHESTER DRIVE	1	M,TH	C	LINCOLN AVE (#32-4108)	2	T.F.	B	ROCKWOOD DRIVE	2	T.F.	B
BAYBERRY	3	M,W	C	EAGLES BLUFF	2	T.F.	B	LITTLE KINGS LANE	1	M,TH	B	ROSE LANE	2	T.F.	C
BEACON LANE	2	T.F.	A	EDGEWOOD DRIVE	1	M,TH	B	LOCH LANE	1	M,TH	B	SLEEPY HOLLOW RD	1	M,TH	C
BEECHWOOD BLVD.	1	M,TH	B	ELLENDALE AVENUE	1	M,TH	A	LONGLEIGH DR.	2	T.F.	A	SOUTH RIDGE ST	1	M,TH	A
BELL PLACE	2	T.F.	A	ELMHILL DRIVE	2	T.F.	B	LOUIS COURT	2	T.F.	A	STONE FALLS COURT	1	M,TH	A
BELLEFAIR	2	T.F.	C	FARLAW PARKWAY	1	M,TH	C	LYON ST	1	M,TH	A	SUNSET ROAD	2	T.F.	A
BERKLEY DRIVE	2	T.F.	B	FELLOWSHIP LANE	2	T.F.	C	MADONIA DRIVE	1	M,TH	B	SYLVAN ROAD	2	T.F.	B
BERKLEY LANE	2	T.F.	B	FRANKLIN STREET	1	M,TH	A	MAPLE COURT	2	T.F.	A	TALCOTT ROAD	2	T.F.	B
BETSY BROWN ROAD	2	T.F.	B	GARDENIA LANE	2	T.F.	C	MAPLEWOOD LANE	1	M,TH	A	TAMMACK ROAD	1	M,TH	A
BIRCH LANE	2	T.F.	B	GARIBOLDI PLACE	1	M,TH	A	MARIK DRIVE	2	T.F.	B	TERRACE COURT	2	T.F.	A
BISHOP DRIVE N & S	1	M,TH	B	GRANT STREET	1	M,TH	A	MAYWOOD AVENUE	1	M,TH	A	THE POINTE	1	M,TH	A
BLAINEWAY	2	T.F.	A	GREENHOUSE CIRCLE	2	T.F.	B	MEADOWLARK ROAD	2	T.F.	B	TREE TOP	3	M,W	C
BLUEBIRD HOLLOW	2	T.F.	B	GREENWAY	3	M,W	C	MEETING HOUSE LN	2	T.F.	C	VALLEY TERRACE	1	M,TH	A
BOBBIE LANE	2	T.F.	B	HAWTHORNE AVENUE	1	M,TH	A	MILESTONE ROAD	2	T.F.	C	VINTAGE COURT	2	T.F.	C
BOLTON PLACE	1	M,TH	B	HERBLOOM LANE	2	T.F.	C	MILLENHUM PLACE	2	T.F.	C	WEST WILLIAM ST	1	M,TH	A
BONNIT ROAD	2	T.F.	B	HERITAGE COURT	2	T.F.	C	MONROE LANE	3	T.F.	B	WEST RIDGE DRIVE	2	T.F.	B
BONNAY AVENUE	1	M,TH	A	HIDDEN FORD DR.	2	T.F.	A	MONROE PLACE	1	M,TH	A	WEST STREET	1	M,TH	A
BOWWOOD PLACE	1	M,TH	C	HIGH POINT CIRCLE	3	T.F.	C	MURPHY COURT	2	T.F.	C	WESTCHESTER AVE (#608-4548)	1	M,TH	A
BROOK LANE	2	T.F.	A	HIGHVIEW AVENUE	1	M,TH	A	NEUTON AVENUE	1	M,TH	A	WESTCHESTER AVE (#795-8725)	2	T.F.	A
BROOKHEDGE COURT	2	T.F.	A	HILLDALE ROAD	1	M,TH	B	N. RIDGE (#116-4294)	1	M,TH	B	WESTERLEIGH COURT	2	T.F.	B
BROOKSIDE WAY	2	T.F.	B	HILLCREST AVENUE	1	M,TH	A	N. RIDGE (#375-4432)	1	M,TH	C	WESTVIEW AVENUE	1	M,TH	A
BURGH HOLLOW	3	M,W	C	HILLS POINT LANE	2	T.F.	B	N. RIDGE (#16-0168)	1	M,TH	A	WHIPPOORWILL RD	1	M,TH	C
CANDY LANE	2	T.F.	B	HOLLY LANE	1	M,TH	C	OLD OAK ROAD	2	T.F.	B	WHITTEMORE PLACE	1	M,TH	A
CANTERBURY LANE	2	T.F.	B	HONEYBUCKLE LANE	2	T.F.	C	OLD ORCHARD ROAD	2	T.F.	B	WILTON CIRCLE	2	T.F.	A
CARTON LANE	2	T.F.	B	HORSESHOE LANE	2	T.F.	B	ORCHARD PLACE	2	T.F.	B	WILTON ROAD	2	T.F.	A
CAROL COURT	2	T.F.	C	HUNTER DRIVE	2	T.F.	B	OSBORNE PLACE	1	M,TH	A	WINDING WOOD WAS	2	T.F.	B
CARLE LANDING	1	M,TH	B	IRVING LANE	1	M,TH	A	PADDOCK ROAD	2	T.F.	B	WINDSOR ROAD	1	M,TH	A
CARLEVIEW COURT	1	M,TH	B	JACQUELINE LANE	3	T.F.	B	PARKDAVE LANE	2	T.F.	C	WINTHROP DRIVE	2	T.F.	B
CHARLES LANE	2	T.F.	B	JAMES WAY	1	M,TH	B	PARKSIDE CT	2	T.F.	A	WOODLAND AVENUE	1	M,TH	A
CHURCHILL ROAD	2	T.F.	B	JEAN LANE	2	T.F.	A	PARKWOOD PLACE	1	M,TH	C	WOODLAND DRIVE	1	M,TH	B
COLLEGE AVENUE	1	M,TH	A	JENNIFER LANE	2	T.F.	A	PINE PLAZA	2	T.F.	A	WYMAN ST NORTH	1	M,TH	A
COLLY AVENUE	1	M,TH	B	WIND ST (#746-8853)	1	M,TH	B	PINE RIDGE ROAD	2	T.F.	B	WYMAN STREET	1	M,TH	A
CONCORD PLACE	2	T.F.	B	WIND ST (#873-0100)	1	M,TH	C	PINE TREE DRIVE	2	T.F.	C				
COUNTRY RIDGE	1	M,TH	C					PRIMROSE LANE	2	T.F.	C				



Appendix C

Prevailing Wage Rates



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Rye Brook

Michal Nowak, Supt. of Public Works
938 King Street
Rye Brook NY 10573

Schedule Year 2019 through 2020
Date Requested 09/13/2019
PRC# 2019901102

Location Village Wide
Project ID# Proposal Sanitat
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 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

General Provisions of Laws Covering Workers on Article 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. 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.

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Rye Brook

Michal Nowak, Supt. of Public Works
938 King Street
Rye Brook NY 10573

Schedule Year 2019 through 2020

Date Requested 09/13/2019

PRC# 2019901102

Location Village Wide
Project ID# Proposal Sanitat
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



New York State Department of Labor
Bureau of Public Work
SOBC – Bldg. 12 – Rm. 130
Albany, NY 12240
www.labor.ny.gov

IMPORTANT NOTICE

Regarding Article 9 Building Service Contract Schedules

Contracts with PRC#s assigned on or after 8/1/2010:

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the DOL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1st.
- The DOL web site has a page where employers can enter their specific PRC number to find the correct wage rates for their contracts.

Contracts with PRC#s assigned PRIOR to 8/1/2010:

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

This is a change to our prior notice.

Article 9 wage schedule information is now available online.

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

Westchester County Article 9

Trash and Refuse Removal

09/01/2019

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Westchester

WAGES

07/01/2019 02/01/2020 02/01/2021

RESIDENTIAL

Packer Truck Dr.	\$ 28.52	\$ 29.12	\$ 29.12
Satellite Truck	27.89	28.49	28.49
Recycling Truck	27.89	28.49	28.49
Helpers	24.75	25.35	25.35

COMMERCIAL WORK

On closed body trucks with self-contained loading unit up to and including 22 yard capacity:

Chauffeurs	\$ 28.74	\$ 29.34	\$ 29.34
Helpers	27.56	28.16	28.16

On open trucks, rackbody or trucks which have no self contained mechanical loading device up to 22 yard capacity:

Chauffeurs	\$ 29.08	\$ 29.68	\$ 29.68
Helpers:	27.73	28.33	28.33

On one container tractor hoist:

Chauffeurs	\$ 29.08	\$ 29.68	\$ 29.68
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On 10-wheel, open truck, containers loaders, Dino-Master, over-cab loaders, rackbody truck or any other trucks 22 yard to and including 25 yard capacity:

Chauffeurs	\$ 29.25	\$ 29.85	\$ 29.85
Helpers	27.90	28.50	28.50

On rubbish and garbage trucks (except as provided in B & C below) 26 yard to and including 31 yard capacity:

Chauffeurs	\$ 29.65	\$ 30.25	\$ 30.25
Helpers	28.37	28.97	28.97

On 42 yard capacity garbage truck:

Chauffeurs	\$ 30.26	\$ 30.86	\$ 30.86
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Roll Off Trucks:

Single axle working non-compactor containers up to 15 yards capacity on rubbish and garbage removal only:

Chauffeurs	\$ 29.86	\$ 30.46	\$ 30.46
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Roll-off trucks other than those described above up to and including 42 yard capacity:

Chauffeurs	\$ 30.26	\$ 30.86	\$ 30.86
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On any roll-off trucks with more than 42 yard capacity or any tractor trailer truck:

Chauffeurs	\$ 31.27	\$ 31.87	\$ 31.87
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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 payable after 45 day probation. All time is time with employer.

Paid Per Hour Worked: (Up to 40 hours a week)

07/01/2019	02/01/2020	02/01/2021
\$ 13.61	\$ 14.74	\$ 16.09

Additional Days off: Hired before Dec. 1st, 2012
1st year - 1 day
2nd year - 2 days
3rd year - 3 days
Beginning 4th yr. 4 days

Hired on/after Dec. 1st, 2012
2 days

Additional Days off: 7 days a year*
* May be paid out if not used by end of year.

Additional Days off: Hire before September 7th, 2006
1 year but less than 2
2 years but less than 5
5 years but less than 15
15 years but less than 25
25 + years
5 days a year
10 days a year
15 days a year
20 days a year
25 days a year
Hired after September 7th, 2006
1 year but less than 2
2 years but less than 5
5 years but less than 15
15 years but less than 25
5 days a year
10 days a year
15 days a year
20 days a year
Hired on or after Dec. 1st 2012
1 year but less than 2
2 years but less than 7
7 years but less than 20
20 + years
5 days a year
10 days a year
15 days a year
20 days a year

Any employee who works 26 weekends or more shall be paid 48 hours vacation pay.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 25, 26) on HOLIDAY PAGE

Additional Days off: 4 days a year.

Holidays are additional to above days off with pay.

Must work the regular scheduled day before and 2 regular scheduled days after Holiday to receive Holiday pay.

If required to work Holiday 1.5 times rate plus holiday pay.

10-813

Trash and Refuse Removal

09/01/2019

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Suffolk, Westchester

WAGES

Per Hour:

Effective Period: 07/01/2019

MEDICAL WASTE REMOVAL

Driver (Chauffeur)	\$ 23.02
Helper	19.27
Tractor Trailer Driver	25.52

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

The following is required in addition to the wages.

07/01/2019

Rate per Hour: \$ 12.53

Vacation:

1 year of service but less than five years	(10) days
5 years of service but less than ten years	(15) days
10 years of service	(16) days
11 years of service	(17) days
12 years of service	(18) days
13 years of service	(19) days
14 years of service	(20) days
20 years of service	(21) days
21 years of service	(22) days
22 years of service	(23) days
23 years of service	(24) days
24 years of service	(25) days

Hired prior to 04/01/2017 10 days off with pay

Hired on or after 04/01/2017 5 days off with pay
Plus on 5th year anniversary 2 days off with pay
Plus on 10th year anniversary 2 days off with pay

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

OVERTIME PAY

See (B, B2, S) on OVERTIME PAGE

Overtime Description:

The sixth day of work in a work week is paid at time and one-half the regular hourly rate, the seventh day of work in a work week is paid at double time the regular hourly rate.

HOLIDAY

Paid: See (5, 6, 25) on HOLIDAY PAGE

10-813 MW

Trash and Refuse Removal

09/01/2019

JOB DESCRIPTION Trash and Refuse Removal

DISTRICT 10

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

For use with Transfer Station Operation.

Per hour: 07/01/2019

Indus. Truck Driver/Tractor Operator	\$ 21.60
Laborer/ non-construction	\$ 17.31
Conveyor operators and tenders	\$ 17.22
Weighers/Measurers	\$ 17.25

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: \$ 2.18

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 |



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone: ()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:
Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐

NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

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

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

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

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

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

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

NYSDOL Bureau of Public Work Debarment List 08/29/2019

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
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		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020

Appendix D

Sample Oops Stickers

(See attached)

OOPS! SORRY

**Your Items could not be collected today
due to one or more of the following:**

- Recyclables or yard waste was mixed with your garbage
- Recyclables or yard waste should not be placed in plastic bags
- The item is not acceptable for curbside collection or it was set out on the wrong collection day

Recycling is the law in Westchester County.

For more information on how
to proceed with your items call
the Westchester County Recycling
Helpline at (914) 813-5425 or visit
www.westchestergov.com/recycling
Partial funding provided by the NYS/DEC





OOPS! SORRY...

We could not collect your E-WASTE today. NY State law prohibits disposal of residential E-Waste with household trash.

E-Waste: Most **ELECTRONICAL** items with a "cord". TVs, computers & all computer components including wires, printers, scanners, fax machines, DVD's, VCR's, digital music players, & video recorders, cable or satellite receivers, electronic or video game consoles, microwaves, cell phones, etc.

How to dispose of your items:

- > The Westchester County Household Material Recovery Facility (H-MRF) accepts these items, call 813-5425 to schedule appointment. The facility is located at 15 Woods Road, Valhalla.
- > Most Retailers of these items will accept item for recycling.
- > Reuse by donating to a local charity if item works.
- > Bring to a Household Material Recovery location, call 939-0753 for info.



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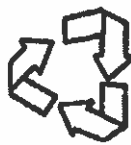
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OOPS! SORRY...

We could not collect your BULK WASTE today. Please follow the directions below for your next Bulk Waste collection.

SOME REASONS WHY YOUR BULK WASTE WAS NOT TAKEN TODAY:

- Placed on curb too late. Place on curb before 6 a.m. pick up day.
- It is a prohibited item.
- Construction material/demolition debris is a prohibited item.
- Too much Bulk Trash, limited to 2 cubic yards of waste or the size of a small car.
- Whole house cleanouts not allowed.
- It is a Holiday, no Bulk pickup this week.
- Item is Bulk Metal, put out on your Bulk Metal Day.
- Cardboard Boxes were not taken. They are Recyclable.
- E-Waste was not taken. New State Law requires all E-Waste to be recycled.
- It is a prohibited item.
- The Sanitation Company is running late and they did not come yet.



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OOPS! SORRY...

We could not collect your GREEN WASTE today. Please follow the directions below for your next Green Waste collection.

SOME REASONS WHY YOUR GREEN WASTE WAS NOT TAKEN TODAY:

- > Placed on curb too late. Place on curb before 6 a.m. pick up day.
- > Branches loose on ground. Tie up or place in open containers.
- > Branches too big. Cut down to 3 foot long & no wider than 4 inches diameter.
- > Plastic bags were used. Only use paper bags or open containers.
- > Too Much. Limit to 2 cubic yards or the size of a small car.
- > Green Waste we do not collect. Tree trunks, root systems, stumps, logs, debris from an entire tree removal & other large vegetation.
- > Mixed with other refuse. Separate properly.
- > Dirt, sod or rocks present. We do not collect these materials.
- > It is a Holiday week. No Green Waste pickup this week.

HELP THE VILLAGE OF RYE BROOK TO REDUCE, REUSE, & RECYCLE!



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OOPS!

WE FOUND RECYCLABLES MIXED WITH YOUR GARBAGE

We could not pick up your garbage or recyclables because they were not properly separated.

For information on recycling and a list of items that need to be separated from garbage, go to:

www.westchestergov.com/recycling or call the

Recycling Helpline at (914) 813-5420

Recycling is the right thing to do to keep our environment clean and green. It's also the law.



REDUCE
REUSE
RECYCLE

Westchester County Office of Recycling

OOPS!

Sorry

We cannot collect devices containing Freon (or chlorofluorocarbons, CFC's). Freon released into the atmosphere depletes the earth's ozone shield. Freon must be first removed by a licensed refrigerant extraction technician before it can be set out for collection.

For information on how to properly dispose of items containing Freon, call your local Sanitation Office or the County's Recycling Helpline at (914) 813-5420.





OOPS!

SORRY...

DO NOT PLACE RECYCLABLES IN PLASTIC BAGS.

Place recyclables loose in any container for collection.

Keep Westchester Water H₂O!

REDUCE, REUSE, RECYCLE!

County Recycling Helpline: (914) 813-5420.