

# **MONROE COUNTY REQUEST FOR PROPOSALS [RFP]**

## **Operation & Maintenance of the Monroe County Recycling Center and Program**

Release Date: October 14, 2011

Response Deadline: November 18, 2011



**Maggie Brooks**  
*County Executive*

Monroe County  
Department of Environmental Services  
Division of Solid Waste  
7100 City Place  
50 West Main St.  
Rochester, NY 14614  
monroecounty.gov

**NO RESPONSE FORM**

**If you choose not to respond to this Request for Proposals, please fax this form back to MONROE COUNTY at your earliest convenience, to the attention of:**

Meagan Brennan  
Monroe County Office of Purchasing & Central Services  
200 County Office Building  
Rochester, NY 14614  
Fax (585) 753-1104

**RFP** Operation & Maintenance of the Monroe County Recycling Center and Program

**Company:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Contact:** \_\_\_\_\_

**Contact Phone:** \_\_\_\_\_

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

**Reason for No-Response:** \_\_\_\_\_

Project capacity. \_\_\_\_\_

Cannot bid competitively. \_\_\_\_\_

Cannot meet delivery requirements. \_\_\_\_\_

Cannot meet specifications. \_\_\_\_\_

Do not want to do business with Monroe County. \_\_\_\_\_

\*Other: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Suggested changes to RFP** \_\_\_\_\_

Specifications for next \_\_\_\_\_

Request for Proposals. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*Other reasons for not responding might include insufficient time to respond, do not offer product or service, specifications too stringent, scope of work too small or large, unable to meet insurance requirements, cannot meet delivery or schedule requirements, etc

**TABLE OF CONTENTS**

<b>Section 1 – Invitation to Participate</b>		
1.1	Purpose .....	4
1.2	RFP Coordinator; Issuing Office .....	4
1.3	Presentation and Clarification of the County's Intentions.....	5
1.4	Time Line.....	5
1.5	An Overview of the Organization.....	6
1.6	An Overview of the County’s Solid Waste Program.....	6
1.7	An Overview of the County’s Recycling Program.....	8
<b>Section 2 – Scope of Work</b>		
2.1	Definitions .....	10
2.2	County Responsibilities. ....	10
2.3	Operator Responsibilities.....	11
2.4	Grants.....	13
2.5	Industry Dynamics.....	13
2.6	Sustainability Diversion.....	14
<b>Section 3 – Specific Proposal Requirements</b>		
3.1	Submission of Respondent’s Proposal.....	14
3.2	Response Date.....	15
3.3	Clarification of RFP and Questions.....	15
3.4	Addenda to RFP.....	15
3.5	Organization of Proposal.....	15
3.6	Method of Evaluation.....	18
3.7	Oral Presentation.....	18
3.8	Investigations.....	18
<b>Section 4 – General Information for the Vendor</b>		
4.1	Reservation of Rights.....	19
4.2	Contract Negotiation.....	19
4.3	Acceptance of Proposal Content.....	19
4.4	Prime Responsibilities.....	20
4.5	Property Rights.....	20
4.6	Contract Payment.....	20
4.7	News Release.....	21
4.8	Notification of Respondent Selection.....	21
4.9	Independent Price Determination.....	21
4.10	Incurring Costs.....	21
4.11	Material Submitted.....	22
4.12	Indemnification.....	22
4.13	Insurance Requirements.....	22
4.14	Proposal Certification.....	23
<b>Appendices</b>		
Appendix A	Sample Standard Monroe County Contract.....	24
Appendix B	NYSDEC Registration Form for a Solid Waste Management Facility – Monroe County Recycling Center.....	35
Appendix C	Policies & Procedures for Customers of Monroe County Department of Environmental Services Division of Solid Waste Facilities.....	37
Appendix D	Agreement Between the County of Monroe & the City of Rochester Regarding Solid Waste Disposal and Recyclable Materials.....	51

## SECTION 1 - INVITATION TO PARTICIPATE

### 1.1 Purpose

Monroe County (“the County”) is soliciting proposals for the Operation and Maintenance of the County Recycling Center and Program for an agreement with a minimum term of six (6) years and four (4) months (July 1, 2012 to October 31, 2018), unless Respondents can justify a longer-term lease agreement, such as by capital investment. These operations include the receiving, processing, marketing and residual disposal associated with residential-generated recyclables collected by private and public haulers.

The mission of this procurement is to:

- ✓ Enhance recycling in the County via new operational and programmatic initiatives,
- ✓ Increase public awareness and participation in residential recycling through public education,
- ✓ Reduce litter on recycling collection routes,
- ✓ Reduce the environmental impact associated with the residential recycling program,
- ✓ Provide a continuous, legitimate, reliable and sustainable program for residential recyclable materials, and
- ✓ Select a Respondent meeting the financial, technical and management qualifications with demonstrated operations and marketing experience (the “Operator”)

The Recycling Center has been active for twenty (20) years and operates as a dual-stream system (containers and paper source separated at collection point). The collection industry is changing to single-stream; however, the County does not have resources to convert its dual-stream system to process single-stream recyclable materials. The County believes that there are revenue opportunities in the recycling industry. ***The County strongly encourages Respondents to be creative and apply these revenue opportunities, within the scope of this Request for Proposals (RFP), to the County in response to this RFP.***

Prospective Respondents must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in this RFP.

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data to that submitted by other Respondents and, thus, be assured of a fair and objective treatment in the County’s review and evaluation process.

The County’s objective is to enter into a six (6) year and four (4) month (July 1, 2012 to October 31, 2018) agreement, unless Respondents can justify a longer-term lease, such as by capital investment. This agreement shall be subject to approval by the Monroe County Legislature.

### 1.2 RFP Coordinator; Issuing Office

This RFP is issued for the County. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP from the date of distribution until the selection of the successful Respondent.

Meagan Brennan  
Monroe County Purchasing and Central Services  
39 West Main Street  
Room 200  
Rochester, New York 14614  
Fax: (585) 753-1104  
Email: mbrennan@monroecounty.gov

**Only those Respondents who have registered and received a copy of this RFP via the County website at [www.monroecounty.gov/bid/rfps](http://www.monroecounty.gov/bid/rfps) will receive addenda, if issued.**

### **1.3 Presentation and Clarification of the County's Intentions**

As a result of this RFP, the County intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any responding Respondent, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.

### **1.4 Time Line**

The schedule of events for this RFP is anticipated to proceed as follows:

- ◆ This RFP will be distributed on October 14, 2011.
- ◆ **A pre-proposal meeting and site tour will be conducted on October 24, 2011 at 1:00 PM. Individuals who would like to attend the tour must RSVP by October 20, 2011** to the RFP Coordinator at the email address provided in Section 1.2. The location for the tour will be the Monroe County Recycling Center, 384 Lee Road, Rochester, NY, 14606 (at the corner of Emerson Street and Lee Road). All County-owned equipment shall be made available for inspection at this time. The following information must be provided in the RSVP for all individuals expected to attend the tour:
  - Company name
  - Name
  - Title
  - Contact Information
- ◆ All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 PM EST on October 28, 2011.
- ◆ All questions will be answered and documented in writing as an Addendum to the RFP, and posted on the County web site. These will be sent out to all Respondents who received the original RFP on or before November 4, 2011.

- ◆ **Final RFP submissions must be received by 3:00 PM EST on November 18, 2011** at the address shown in Section 3.1. The right to withdraw will expire on this date and time.
- ◆ Respondents may be invited to an interview as part of the selection process.

## **1.5 An Overview of the Organization**

The County is located in the Finger Lakes Region of New York State, where the Genesee River meets the south shore of Lake Ontario. The County has a population of over 735,000 residents. The County is comprised of 19 towns, 10 villages and the City of Rochester, the third largest city in New York State.

The County government, with a workforce of approximately 4,600 full and part-time employees, has an annual operating budget close to \$1 Billion. County government provides a variety of services, including: public safety, health and human services, economic development, recreation, transportation and environmental services. The County also owns and operates the Greater Rochester International Airport and Seneca Park Zoo.

The County is a community of innovators on the cutting edge of scientific research and discovery; a community of entrepreneurs; home to some of the world's best-known brands and fastest growing companies; and, a community recognized for its leadership in arts, culture and higher education.

## **1.6 An Overview of the County's Solid Waste Program**

The County has developed a Comprehensive Solid Waste Management Plan (SWMP) that is specific to local needs and meets state guidelines. The County is committed to an integrated approach to solid waste management hierarchy that includes reduction, recycling, reuse, and disposal. These initiatives are accomplished through the private and public sectors and partnerships with the County. The County's program is innovative, progressive and tailored to meet the needs of the County's largest municipality, the City of Rochester.

The SWMP is being updated in 2011 for the next twenty (20) years. In addition to current program and facility updates, it weighs the costs and benefits of implementing various waste management and monitoring practices such as organics separation, "Pay As You Throw" programs, waste and recyclables reporting mechanisms and an assessment of energy and climate change impacts of various solid waste management options.

The County currently owns the following four (4) Solid Waste Management Facilities:

### Resource Recovery Facility (RRF) and Transfer Station (TS):

In the late 1970's, the County embarked on an ambitious recycling and volume reduction program when the County made a \$ 62 million investment in a Resource Recovery Program on Emerson Street in the City of Rochester. The program was based on a centralized resource recovery facility and the production of refuse derived fuel (RDF) to be used in an existing power plant.

When the RRF did not meet the anticipated goals with respect to capacity, quality and dependability, it was closed down. The southern part of the building is used as a solid waste transfer station where solid waste is received from public and private

haulers, and transported in tractor trailers to disposal sites. The City of Rochester, through an intermunicipal agreement, delivers all of their collected solid waste to the RRF and TS. Equipment has been removed from the former “process area” which has been transformed by the County and various contractors for low tech recycling of commercial paper, electronics, plastics and recyclables warehousing.

Mill Seat Landfill (Landfill):

During the 1980’s, the leadership of the County recognized the need to provide long-term, environmentally sound and reliable waste management to businesses and its residents. From 1992, when the Landfill was constructed and commissioned, to 2002, the County operated the Landfill. In 2002, the County entered into a forty-nine (49) year agreement with Waste Management of New York, LLC to provide the construction, engineering, financial, monitoring and operational resources needed to protect the environment and ensure the safe and responsible disposal of solid waste and wastewater biosolids. Waste Management initially received all rights and interest to the Landfill gas; however, a subsequent amendment assigned 2,500 standard cubic feet per minute to the County. The Landfill has nine (9) million cubic yards of airspace permitted which is projected to service businesses and residents through 2018.

Mill Seat Landfill Energy Facility:

Anaerobic decomposition of landfilled municipal solid waste results in the production of landfill gas. Initially, the gas was flared and as quantities increased the County entered in to a lease with Waste Management Renewable Energy, LLC (WMRE) for the development, operations and maintenance of a Landfill gas energy facility adjacent to the Landfill. Construction of the ten thousand (10,000) sq. ft. building was completed in 2007. Six (6) 800 KW generator engines began transmitting electricity to the grid in 2007. Two (2) additional 800 KW engines were subsequently added in 2008. The County has subsequently entered into a professional services contract with John W. Danforth Company for the design and environmental review for a second Landfill gas energy facility. This is anticipated to be a four-engine, 3.2 MW facility located in close proximity to the existing facility, and commissioning is anticipated to be within the next three (3) years.

The County currently operates the following two (2) Solid Waste Management Facilities:

Eco-Park:

The County was one of the first communities in New York State with a permanent Household Hazardous Waste (HHW) facility. The HHW program serves 5,000 residents annually under an appointment system and prevents these materials from being deposited in disposal facilities. The County works with towns to conduct mobile collection events.

Waste Management has partnered with the County to develop and operate the Eco-Park at Waste Management’s Avion Drive Transfer Station and Recycling Facility. Specific activities associated with the Eco-Park include the collection, temporary storage, and recycling/disposal of the following:

- Household Hazardous Waste
- Mercury and Cadmium Containing Products
- Electronic Waste (televisions, computers, stereos, etc.)
- Portable Electronic Devices (cellular phones, cameras, gaming devices, etc.)
- Pharmaceuticals (under law enforcement supervision)

- Compact Fluorescent Lights (CFL) and High Intensity Discharge Lamps (HID)
- Sneakers
- Syringes/Sharps
- Household Rechargeable Batteries
- Propane Tanks (1-pound to 20-pound size)
- Cooking Oil/Grease
- Inkjet Cartridges and Laser/Toner Drums and Fusers
- Plastic Shopping Bags & Product Wrap
- Bulky Plastic Items
- Residential Recyclables
- White Goods (ovens, refrigerators, dryers, etc.)
- Waste Tires
- Textiles

Other Eco-Park services include confidential document shredding and recycling and a residential yard waste compost “give back” program. More information is available at [www.monroecounty.gov/ecopark](http://www.monroecounty.gov/ecopark).

Yard Waste Composting:

The County operates a registered (10,000 cubic yard) leaf composting site at Waste Management’s Avion Drive Facility. The County is responsible for managing the yard waste produced by the City of Rochester under the terms of an intermunicipal agreement. When processing capacity is available, surrounding municipalities utilize the site. The finished compost product is utilized by the County and City of Rochester and offered to nearby municipalities and City of Rochester residents when quantities allow. The County plans to pursue additional composting sites modeled after the Avion Drive Facility to centralize composting operations.

**1.7 An Overview of the County’s Recycling Program**

Local Law:

The County has enacted a local law to be in compliance with General Municipal Law 120-aa, source separation and segregation of recyclable or reusable materials. Residents place their containers and papers in to a County issued curbside “blue box.” Pursuant to the local law, the curbside “blue box” contents become the property of the County.

The County recovers over fifty thousand (50,000) tons per year of its residential waste stream through its mandatory curbside residential source separation program, which is built upon three (3) cornerstones:

- Resident’s Participation: All households (approx. 275,000) were issued a County recycling container for their recyclables. Under the local law, materials placed by a resident into these County recycling containers become the property of the County.
- Haulers: A majority of the households in the County receive once per week collection of recyclables, if they pay for garbage collection. Haulers separate the recyclables into two (2) compartments – one (1) for commingled papers, one (1) for commingled containers. Haulers deliver the mandated recyclables to the Recycling Center.

- Recycling Center: The Recycling Center is a facility for residential recyclables which accepts, sorts, consolidates and outloads the residential recyclables for reuse.

The local law also requires that commercial generators of solid waste sort out recyclable materials for recycling. Recycling of commercially generated solid waste has been implemented by many individual establishments, who are allowed, but not required, to deliver recyclable materials to the Recycling Center.

Recycling Center:

The purpose of the Recycling Center is to process, at no charge to the hauler, recyclable materials which are source separated. ARTICLE C – RECYCLABLE MATERIALS TO BE SOURCE SEPARATED of the County Solid Waste Reuse and Recycling Regulations sets forth the following separation of materials:

Containers:

- Amber, green and clear glass
- Polyethylene Terephthalate (PET)
- Natural and colored High Density Polyethylene (HDPE)
- Aluminum cans
- Metal food and beverage containers
- Gable tops
- Aseptic containers

Papers:

- Newspaper & inserts
- Magazines & catalogs
- Corrugated cardboard
- High-grade paper
- Telephone directories

The recyclable materials received at the Recycling Center are delivered source separated (containers and papers) by Haulers.

The Recycling Center is registered by the New York State Department of Environmental Conservation. The Registration Form for a Solid Waste Management Facility, dated June 26, 2002, is attached hereto as Appendix B.

The Recycling Center's weekly throughput, as designed and built in 1991, is 2100 tons/week of recyclable materials. There are two (2) separate paper and commingled container processing lines. All recyclables are processed and prepared (e.g. baled or culletized) according to prevailing market specifications.

The County also receives boxboard, discarded mail, plastics Nos. 3 to 7, aluminum foil, pie tins, and pots and pans which are not mandatory in the program but are marketed. Other materials, if considered economically viable, can be added in the future to the program on a County-wide basis.

The County makes no guarantees regarding quantity or composition of the recyclable materials delivered to the Recycling Center.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 Definitions**

“Bypass Waste” – Recyclable materials delivered to or tendered at the Recycling Center, or that would have been delivered to the Recycling Center, which are not processed due to Operator fault, and must be subsequently removed or diverted from the Recycling Center and ultimately disposed.

“Local Law” – Monroe County Solid Waste Reuse and Recycling Law (Local Law No. 3 of 1991.)

“Merchant Tonnage” – Residential and/or commercial recyclable materials originated, generated or collected either inside or outside the geographic boundaries of Monroe County, New York.

“Policies and Procedures” – The Policies and Procedures for Customers of Monroe County Department of Environmental Services Division of Solid Waste Facilities, dated October 2011, attached hereto as Appendix C, including any subsequent updates.

“Recovered Materials” – Recyclable materials removed from solid waste in accordance with the County’s source separation program and processed at the Recycling Center.

“Recycling Center” – The 42,000-sq. ft. single story building structure owned by the County with two (2) processing lines (one for paper and a second for commingled containers) and support equipment located at 384 Lee Road, Rochester, New York 14606.

“Recyclable Materials” – solid waste which may include, but is not limited to, newspaper and inserts, magazines and catalogs, corrugated cardboard, kraft paper, telephone directories, amber, green and clear glass containers, polyethylene terephthalate (PET) plastic containers, natural and colored high density polyethylene (HDPE) plastic containers, aluminum cans, metal food and beverage containers, gable tops and aseptic containers and any other material designated by the County.

“Regulations” – The County Solid Waste Reuse and Recycling Regulations, dated September 13, 1991.

“Rejects” – materials other than Recyclable Materials that are delivered to or tendered at the Recycling Center, by or on behalf of the County, and are not accepted by the Operator in accordance with the Policies and Procedures.

“Residue” – The portion of the Recyclable Materials which is accepted and processed at the Recycling Center but is not converted to Recovered Materials due to spoilage, breakage, wastage or other effects of processing.

### **2.2 County Responsibilities**

The County’s responsibilities associated with the Operation and Maintenance of the County Recycling Center and program shall be to:

- a) Administer the Local Law and Policy & Procedures for the use of the Recycling Center and Program.

- b) Coordinate arrangements with the City of Rochester and other municipalities for the delivery of Recyclable Materials.
- c) Pay the City of Rochester for paper classifications pursuant to the agreement between the County and the City of Rochester, regarding solid waste and recyclable materials, dated April 28, 2009, and attached hereto as Appendix D.
- d) Generally promote and publicize the County solid waste and recycling program goals and participation.
- e) Cooperate with the Respondent in efforts to develop local markets for Recovered Materials.
- f) Provide Respondent free and clear access to the Recycling Center for the term of the agreement.
- g) Leverage grant funds which may be utilized for waste reduction and recycling objectives.

### **2.3 Operator Responsibilities**

The Respondent's responsibilities associated with the Operation and Maintenance of the County Resource Recovery Facility Complex shall be to:

- a) Assume all costs for all labor which shall be the New York State Prevailing Wages as determined by the New York State Department of Labor, as well as all materials, supplies, utilities and equipment necessary to operate the Recycling Center in its present or improved state.
- b) Retain all revenue generated from the sale of Recovered Materials.
- c) Maintain the Recycling Center in a professional condition and be able to receive and process all Recyclable Materials delivered on a continuous basis.
- d) Assume responsibility for all necessary repair and maintenance services to ensure efficient and reliable operation of the Recycling Center and to protect longevity of the building, equipment, parking lots and support systems.
- e) Utilize existing sorting and processing equipment owned by the County Recycling Center, if Respondent elects to do so. Any County-owned equipment shall be provided "as-is."
- f) Receive all County curbside "blue box" Recyclable Materials at no charge to the County or its residents.
- g) Honor and reimburse the County for City of Rochester paper classifications pursuant to the agreement between the County and the City of Rochester regarding solid waste and Recyclable Materials (Appendix D).
- h) Operate and maintain the weigh scale system. At a minimum, the weigh scales must be operated weekly, Monday through Friday, from 7:00 a.m. to 3:30 p.m. All waste delivery vehicles shall be weighed upon entering and leaving the site, recording the vehicle identification, weight, time and date.

- i) Provide supporting information for any local, state and federal permits to operate the Recycling Center.
- j) Operate and maintain the Recycling Center in full compliance with all applicable Occupational Safety and Health Administration requirements and local, state and federal laws, permits and regulations.
- k) Maintain the fire protection and security systems to ensure they are in good working order.
- l) Institute a housekeeping plan for daily cleaning up and correction of any damage resulting from blowing, leakage or spillage caused by the selected Respondent's employees, agents, subcontractors, haulers or nature.
- m) Design, install and finance capital improvements required to maintain existing infrastructure and facilities to ensure they are in a safe operating state.
- n) Provide and finance all necessary support equipment (including all recyclable containers, forklifts, front-end loaders, tractors, yard mules, etc.) as required to receive, transfer (if applicable), handle and process Recyclable Materials, Recoverable Materials, Bypass Waste, Rejects and Residue at the Recycling Center to maintain a smooth and continuous operation.
- o) Take title to Recyclable Materials and market Recovered Materials, maintain complete and accurate accounts for all transactions and provide transportation services as required to deliver Recovered Materials to secondary markets.
- p) Transport and pay for disposal of all Bypass Waste, Reject and Residue materials at the Landfill.
- q) Pay for all utility services (electric, gas sewer, fiber optic, telephone and water).
- r) Allow unrestricted access to the Recycling Center by designated County personnel at all reasonable times, to inspect operations, any records maintained with respect to the operations and maintenance services, screening procedures or to meet with Respondent's personnel. The selected Respondent shall keep the County advised as to where records, books, reports and documentation with respect to the Recycling Center are maintained.
- s) Conduct tours for visitors, community groups and educational purposes.
- t) Financially assist the County in developing, implementing and distributing effective education and publicity programs to inform County resident about proper solid waste disposal, recycling and waste reduction alternatives.
- u) Prepare and submit monthly reports to the County with information to be included in the New York State Department of Environmental Conservation annual report.
- v) Take all actions necessary to avoid costly delays associated with potential strikes, slowdowns, walkouts, picketing and other disruptions arising from labor disputes.
- w) Provide insurance coverage as determined by the County Attorney, at Respondent's sole cost and expense, to keep the Recycling Center and improvements insured at all times throughout the term of the agreement.

Insurance coverage required shall be maintained with financially responsible insurers acceptable to the County Attorney and qualified and licensed by the New York State Insurance Department.

- x) Pay for any capital improvements that the selected Respondent feels necessary to modify the Recycling Center or program (e.g. if the selected Respondent decides to modify the County's Recycling Center to single-stream), as agreed upon by the County.

## **2.4 Grants**

The County will make available grants through the New York State Department of Environmental Conservation Municipal Waste Reduction and Recycling Program (MWR&R) in conjunction with the Operation and Maintenance of the Monroe County Recycling Center and Program procurement, if so provided, as follows:

- Project 8-MSWSS-114 (Total Eligible Cost = \$533,850.00) is for a replacement baler at the Recycling Center.
- Project 8-MSWSS-115 (Total Eligible Cost = \$1,485,000.00) is for residential recycling containers for distribution to County residents to source separate recyclables and improve the County's recycling program.

The New York State Department of Environmental Conservation will reimburse the County 50% of the eligible costs incurred. The County will administer the contract(s) and provide its 50% match through its capital improvement program. Alternative uses of these monies will not be taken into consideration.

## **2.5 Industry Dynamics**

The County was one of the first municipalities in New York to offer curbside "blue box" recycling to its residents. For twenty (20) years, its Recycling Center has operated as a dual-stream system (containers and paper source separated at collection point). The County will remain the owner of the Recycling Center.

Private and public haulers operating within the County have expressed interest in single-stream collection; however, the County does not have the following:

- ✓ Sufficient capital funds to convert its dual-stream system to process single-stream Recyclable Materials,
- ✓ The ability to derive financial benefits from a potential reduction in collection operations,
- ✓ Contractual (other than the City of Rochester) commitments to support a debt payment schedule.

Revenue opportunities exist within the recycling industry. Respondents should consider applying these revenue opportunities to increase public awareness and participation, reduce litter and reduce the County's environmental impact to residents through contracts and partnerships (industry incentive programs, American Cancer Society, RecycleBank, etc.). The County strongly encourages Respondents to be creative and apply these revenue opportunities, within the scope of this Request for Proposals (RFP), to the County in response to this RFP. These may include, but are not limited to:

- ✓ Recommendations of changes to the Local Law and Reuse and Recycling Regulations,

- ✓ Additions and deletions of mainstay Recyclable Materials to the program for revenue enhancement and sustainability, and
- ✓ Frequency of collection based upon capacity of collection container.

## **2.6 Sustainability Diversion**

The County's policy and public responsibility is to continually examine its waste stream for opportunities to sustainably divert materials from entering landfills. Sustainable diversion includes locating markets that, at the minimum, are long-term, consistent, safe (to human health and the environment) and profitable. The County will request and verify downstream markets, including foreign, for compliance with its criteria for sustainable diversion.

## **SECTION 3 - SPECIFIC PROPOSAL REQUIREMENTS**

### **3.1 Submission of Respondent's Proposal(s)**

- A. Acceptance Period and Location:** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on November 18, 2011.

Meagan Brennan  
Monroe County Purchasing and Central Services  
39 West Main Street  
Room 200  
Rochester, New York 14614  
Email address: mbrennan@monroecounty.gov

Refer to Section 3.5 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification:** Respondents receiving this RFP who do not wish to submit a proposal should reply with the "No Response Form" [page 2 of this RFP] to be received by the indicated contact on the form no later than the proposal submission date. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Monroe County Attorney.
- C. Required copies:** Respondents must submit one (1) signed original Proposal and seven (7) complete copied sets of the signed original Proposal. **Proposals should be clearly marked as "Proposal for Operation & Maintenance of the Monroe County Recycling Center and Program."** The Respondent is encouraged to respond electronically in addition to submitting hardcopies of its proposal as provided above. The Respondent will make no other distribution of proposals. An official

authorized to bind the Respondent to its provisions must sign the Proposal.

- D. Pricing Period:** For this RFP, the proposal must remain valid for a minimum of 150 days past the due date for receipt of RFPs.
- E. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. **Emphasis should be concentrated on accuracy, completeness, and clarity of content.** All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

### **3.2 Response Date**

To be considered, sealed proposals must arrive on or before the location, time and date specified in Section 3.1.A. **Requests for extension of the submission date will not be granted.** Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals

### **3.3 Clarification of RFP and Questions**

Questions that arise prior to or during proposal preparation must be submitted **in writing or via email** pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Respondents who have received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Respondent disqualification.

### **3.4 Addenda to the RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Respondents that received the original RFP. **An acknowledgment of such addenda, if any, must be submitted with the RFP response. Applicants will only receive notices of addenda by downloading the original RFP document via the Monroe County website at [www.monroecounty.gov](http://www.monroecounty.gov).**

### **3.5 Organization of Proposal**

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in the section.

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and which is signed by an officer of the firm authorized to

commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.

**B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

**C. Company Information.** Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized.
2. Identification of company ownership.
3. Financial history of the company covering the last three years. Attach the most recent copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principals. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and appropriate notes to these documents. 501(c)(3) organizations must submit their most recent Form 990.
4. Copy of company policy manual for confined space, hazard communications, lockout procedures, training outline, and proof of training.
5. Copy of OSHA's Form 300 *Log of Work Related Injury and Illnesses*.
6. List of any OSHA Citation and Notification of Penalty containing a violation classified as: i.) serious, or ii.) willful.
7. List of any prevailing wage or supplement payment violations.
8. List of New York State Labor Law violations deemed willful.
9. List of any other local, state, federal citations, notices, violation orders, pending administrative hearings or proceedings, or determination of a violation of any labor law or regulation.
10. List any consent orders with the NYS Department of Environmental Conservation, or any local, state or federal enforcement determination involving a violation of state or federal environmental laws.
11. Functions and location of your nearest regional office to Monroe County.
12. Anticipated growth of your organization including expansion of the client base and acquisitions.
13. Any conflicts of interest that may affect the County's potential selection of, or entering into an agreement with, your organization, i.e. your organization currently holds an agreement with the

County for other services, a relative of any employee of the Respondent is a member of the selection committee, etc.

**D. Experience.** Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project, including not only dual stream operations but single stream operations as well. This section must include:

1. A list of all public sector clients in the State of New York, the dates of engagement for each client. Include the following information for each public sector client:
  - a. Name and address of the client;
  - b. Approximate annual budget;
  - c. Quantities (per project) of Recyclable Materials received, processed and marketed;
  - d. Name and telephone number of contact person;
  - e. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
2. Résumés for the key personnel to be involved in providing services to the County.

**E. Respondent's proposal.** Respondent must submit a detailed Project Narrative and Work Plan that describes:

1. its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed;
2. amount and type of work which will be performed with own forces;
3. amount and type of work which will be subcontracted and the percent of the agreement that it represents;
4. how its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this Request for Proposals;
5. proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

**F. Cost Proposal.** Respondents must detail the proposed method of compensation for the services.

**G. Insurance Certificates.** Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4.13 of this RFP.

**H. Exceptions to General Information for the Respondent.** For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the General Information for the Respondent," the section number of any requirement to which an exception is being taken and an explanation of their position.

**I. Exceptions to the Standard Monroe County Contract.** For all exceptions to the Standard Monroe County Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Monroe County Contract," the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new

contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

- J. Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

### **3.6 Method of Evaluation**

**A. Evaluation Committee:** Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.

**B. Evaluation and Selection Criteria:** All properly prepared and submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to criteria that the County deems pertinent to these services, which may include, but may not be limited to, the following:

- ◆ Understanding of the Scope of Work
- ◆ Respondent's Approach
- ◆ Degree of Relevant Experience
- ◆ Technical Competence
- ◆ Proposed Fees/Consideration to County
- ◆ References
- ◆ Capacity and Availability to Perform the Services
- ◆ Past Performance
- ◆ Local Office
- ◆ Knowledge of County Recycling Center and Operations
- ◆ Other pertinent criteria

**C. Contract Approval Process:** Respondents must be aware that any contract resulting from this request for proposals is subject to prior approval by the Monroe County Legislature and the Monroe County Law Department. The County anticipates awarding this contract on or about May 1, 2012.

### **3.7 Oral Presentation**

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, the County is under no obligation to offer any Respondent the opportunity to make such a presentation.

### **3.8 Investigations**

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the

Respondent's capability to fulfill the terms and conditions of the RFP contract document. The County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

## **SECTION 4 - GENERAL INFORMATION FOR THE RESPONDENT**

### **4.1 Reservation of Rights**

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

### **4.2 Contract Negotiation**

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as RFP Appendix A is a copy of the Standard Monroe County Contract which contains mandatory provisions.

**Negotiations do not include further revisions to the mandatory provisions depicted in Appendix A.** Respondents must take exception as instructed in Section 3.5.I. if necessary. Any exceptions will be evaluated by the Monroe County Law department prior to proposal rating.

### **4.3 Acceptance of Proposal Content**

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded

respondent will be required to provide Monroe County with a *Word* version of its final proposal.

#### **4.4 Prime Responsibilities**

**The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them.** The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of non-performance of any of its subcontractors. Further, the County shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

#### **4.5 Property Rights**

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files, information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Respondent. The County and the Respondent intend the contract to be a contract for services and each considers the Work and any and all documentation or other products and results of the services to be rendered by the Respondent to be a work made for hire. In submitting a proposal in response to this RFP, the Respondent acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County.

The Respondent and the Respondent’s employees shall have no rights in or ownership of the Work and any and all documentation or other products and results of the services or any other property of the County. Any property or Work not specifically included in the Contract as property of the Respondent shall constitute property of the County.

In addition to compliance with the right to audit provisions of the contract, the Respondent must deliver to the County, no later than the twenty-four (24) hours after receipt of the County’s written request for same; all completed, or partially completed, Work and any and all documentation or other products and results of the services under such contract. The Respondent’s failure to timely deliver such work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed, or partially completed, work or other such information, if such extension is in the best interests of the County.

The Respondent will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

#### **4.6 Contract Payment**

Actual terms of payment will be the result of agreements reached between Monroe County and the Respondent selected.

#### **4.7 News Release**

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the County Department of Communications and Special Events.

#### **4.8 Notification of Respondent Selection**

All Respondents who submit proposals in response to this RFP will be notified by the RFP Coordinator of acceptance or rejection of their proposal.

#### **4.9 Independent Price Determination**

A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:

- (1) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
- (2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

B. Each person signing the proposal certifies that:

- (1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) and (2) above; or
- (2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated, and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.

C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) and (2) above.

#### **4.10 Incurring Costs**

The County is not liable for any costs incurred by Respondent prior to the effective date of the contract.

#### **4.11 Material Submitted**

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Monroe County upon submission of the Respondent's proposal to Monroe County without any obligation or liability by Monroe County to the Respondent. Monroe County has the right to use any or all ideas presented by a Respondent.

Monroe County reserves the right to ownership, without limitation, of all proposals submitted. However, because Monroe County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law §§ 84 – 90), Monroe County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law § 87, Monroe County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

#### **4.12 Indemnification**

The Respondent shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Respondent, its agents or employees, the provision of any products by the Respondent, its agents or employees, arising from any act, omission or negligence of the Respondent, its agents or employees, or arising from any breach or default by the Respondent, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

#### **4.13 Insurance Requirements**

The Respondent shall procure and maintain at their own expense until final completion of the work covered by the Contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do business in the State of New York, covering all operations under the Contract whether performed by the Respondent or by their subcontractors.

The successful Respondent shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the County Attorney showing that he has complied with all insurance requirements set forth in the contract for services, that certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. Except for Workers' Compensation Insurance, no insurance

required herein shall contain any exclusion of municipal operations performed in connection with the Contract resulting from this proposal solicitation. The kinds and amounts of insurance are as follows:

- A. **WORKERS' COMPENSATION AND DISABILITY INSURANCE:** A policy covering the operations of the Respondent in accordance with the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law, covering all operations under contract, whether performed by them or by their subcontractors. The Contract shall be void and of no effect unless the person or corporation making or executing same shall secure compensation coverage for the benefits of, and keep insured during the life of said Contract, such employees in compliance with the provisions of the Workers' Compensation Law known as the Disability Benefits Law (chapter 600 of the Laws of 1949) and amendments hereto.
  
- B. **LIABILITY AND PROPERTY DAMAGE INSURANCE** issued to the Respondent naming Monroe County as an additional insured, and covering liability with respect to all work performed by him under the Contract. The minimum limits for this policy for property damage and personal injury shall be \$1,000,000 per occurrence and \$3,000,000 aggregate covered under liability and damage property. All of the following coverage shall be included:
  - Comprehensive Form
  - Premises-Operations
  - Products/Completed Operations
  - Contractual Insurance covering the Hold Harmless Provision
  - Broad Form Property Damage
  - Independent Respondents
  - Personal Injury
  
- C. **CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE** issued to the Respondent and covering the liability for damages imposed by law upon the said Respondent for the acts or neglect of each of his subcontractors with respect to all work performed by said subcontractors under the Contract.
  
- D. **PROFESSIONAL LIABILITY INSURANCE** covering errors and omissions of the Respondent with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage.
  
- E. **MOTOR VEHICLE INSURANCE** issued to the Respondent and covering liability and property damage on the Respondent's vehicles in the amount of \$1,000,000 per occurrence.

#### **4.14 Proposal Certification**

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

## APPENDIX A

### **SAMPLE STANDARD MONROE COUNTY CONTRACT**

*The County contemplates that, in addition to all terms and conditions described in this RFP, final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Standard Monroe County Contract.*

*Respondents should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the County may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms*

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between MONROE COUNTY, a municipal corporation, with offices at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as the "COUNTY", and \_\_\_\_\_ with offices at \_\_\_\_\_, hereinafter referred to as the "CONTRACTOR".

#### **WITNESSETH:**

**WHEREAS**, the County is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section 1 hereof, and

**WHEREAS**, the COUNTY issued a Request for Proposal ("RFP"), and

**WHEREAS**, the CONTRACTOR has submitted a proposal, dated \_\_\_\_\_, to perform the requested services, and

**WHEREAS**, the County Legislature of the County of Monroe by Resolution Number \_\_\_\_ of 20\_\_, authorized the County Executive, or her designee, to enter into a contract for services as hereinafter described, and

**WHEREAS**, the CONTRACTOR is willing, able, and qualified to perform such services,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto mutually agree as follows:

#### **I. SCOPE OF SERVICES**

The Contractor shall perform the following services for the County:

A.

B.

**II. TERM OF CONTRACT**

The term of this Agreement shall be for the period of \_\_\_\_\_ through \_\_\_\_\_.

This Agreement shall remain in effect for the period specified above, unless it is terminated by either party hereto, upon 30 day’s prior written notice sent by registered or certified mail to the County’s \_\_\_\_\_ Director or the Contractor. This notice shall be sent to the respective party at the addresses first above set forth or at such other address as specified in writing by either party. Upon termination of this Agreement, the Contractor shall have no further responsibility to the County or to any other person with respect to those services specified in this Agreement. Upon termination of this Agreement, the County shall be obligated to pay the Contractor for services only performed through the date of termination. Following such payment, the County shall have no further obligations to the Contractor under this Agreement.

**III. PAYMENT FOR SERVICES**

The Contractor agrees to pay the County, and the County agrees to be paid, a sum in full satisfaction of all expenses and compensation due the County, the sum of \_\_\_\_\_ (\$\_\_\_\_\_).

Payment by the Contractor for the sum(s) herein contracted for shall be made monthly supported with such information and documentation necessary to substantiate the payment.

The County may audit records relating to expenses for services provided by the Contractor pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The Contractor shall prepare and make available such statistical and financial service and other records requested by the County. These records shall be subject at all reasonable times to inspection, review or audit by the County, the State of New York and other personnel duly authorized by the County. These records shall be maintained for the period set forth in the State regulations.

**IV. AMENDMENTS**

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

**V. INSURANCE**

The Contractor will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Workers’ Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation,

contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. When providing said certificates of insurance, include any and all excess/umbrella insurance coverage limits. Original certificates evidencing such coverage and indicating that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County, shall be delivered to the County before final execution of this Agreement and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's general liability insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

## **VI. INDEMNIFICATION**

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its agents or employees, the provision of any products by the Contractor, its agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement resulting from this RFP. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

## **VII. INDEPENDENT CONTRACTOR**

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Workers' Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees'

expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers' Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

#### **VIII. TITLE TO WORK**

- A. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.
- B. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

#### **IX. EXECUTORY NATURE OF CONTRACT**

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefore. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

#### **X. NO ASSIGNMENT WITHOUT CONSENT**

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

#### **XI. FEDERAL SINGLE AUDIT ACT**

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time.

The Contractor shall comply with all requirements stated in Federal Office of Management and Budget Circulars A- 102, A-110 and A-133, and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

Of the amount specified in Section \_\_\_\_ of this Agreement, \_\_\_\_\_(\$\_\_\_\_\_) of such amount or \_\_\_\_\_ (\_\_\_%) of such amount, is being passed-through the County from the United States Government under the following:

Award Name:

Award Number:

Award Year:

Name of Federal Agency:

Catalog of Federal Domestic Assistance (CFDA) Number:

The Award [ ] is [ ] is not related to Research and Development.

If on a cumulative basis the Contractor expends Five Hundred Thousand and no/100 Dollars (\$500,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Circular A-133) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Circular A-133) to the County.

If on a cumulative basis the Contractor expends less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit  
401 County Office Building  
39 West Main Street  
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate

with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

## **XII. RIGHT TO INSPECT**

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

## **XIII. JOB OPENINGS**

The Contractor recognizes the continuing commitment on the part of Monroe County to assist those receiving temporary assistance to become employed in jobs for which they are qualified, and the County's need to know when jobs become available in the community.

The Contractor agrees to notify the County when the Contractor has or is about to have a job opening within Monroe County. Such notice shall be given as soon as practicable after the Contractor has knowledge that a job opening will occur. The notice shall contain information that will facilitate the identification and referral of appropriate candidates in a form and as required by the Employment Coordinator. This would include at least a description of conditions for employment, including the job title and information concerning wages, hours per work week, location and qualifications (education and experience.)

Notice shall be given in writing to:

Employment Coordinator  
Monroe County Department of Human Services  
Room 535  
691 St. Paul St.  
Rochester, New York 14605  
Fax: (585) 753-6322  
Telephone: (585) 753-6308

The Contractor recognizes that this is an opportunity to make a good faith effort to work with Monroe County for the benefit of the community. Nothing contained in this provision, however, shall be interpreted as an obligation on

the part of the Contractor to employ any individual who may be referred by or through the County for job openings as a result of the above notice. Any decisions made by the Contractor to hire any individual referred by or through the County shall be voluntary and based solely upon the Contractor's job requirements and the individual's qualifications for the job, as determined by the Contractor.

#### **XIV. NON-DISCRIMINATION**

The Contractor agrees that in carrying out its activities under the terms of the Agreement that it shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

#### **XV. CONTRACTOR QUALIFIED, LICENSED, ETC.**

The Contractor represents and warrants to the County that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

#### **XVI. CONFIDENTIAL INFORMATION**

- A. For the purpose of this Agreement, "Confidential Information" shall mean information or material proprietary to the County or designated as "Confidential Information" by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, but is not limited to, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

## **1. Scope of Use**

- a. Contractor shall not, without prior authorization from Monroe County, acquire, use or copy, in whole or in part, any Confidential Information.
- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized by Monroe County to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of Monroe County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

## **2. Nature of Obligation**

- a. Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

## **XVII. GENERAL PROVISIONS**

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided. The Agreement shall be governed by and construed in accordance with the laws of New York State without regard or reference to its conflict of law principles.

## **XVIII. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

**XIX. USAGE OF COMPUTER AND ELECTRONIC EQUIPMENT**

The Contractor acknowledges and agrees that usage of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules and regulations, including County policies and procedures.

**XX. MISCELLANEOUS**

The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and Local laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the last day and year written below.

**COUNTY OF MONROE**

By \_\_\_\_\_  
Maggie Brooks  
County Executive

**CONTRACTOR**

By \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Contractor's Federal ID Number or  
Social Security Number



**SAMPLE CONTRACT APPENDIX A  
CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
2. Have not within a three-year period preceding this transaction/application/proposal/ contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three-year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

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

\_\_\_\_\_  
[Print Name of Contractor]

By: \_\_\_\_\_  
[Print Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]

**APPENDIX B**

**NYSDEC  
REGISTRATION FORM FOR A SOLID WASTE MANAGEMENT FACILITY  
MONROE COUNTY RECYCLING CENTER**

(See Attached)

**REGISTRATION FORM FOR A  
 SOLID WASTE MANAGEMENT FACILITY**

Please read and follow all instructions before completing this registration form

Please Type or Print clearly THIS IS NOT A UP A PERMIT

DEPARTMENT USE ONLY				
DEC REGISTRATION #				
DEC ADMINISTRATION #				
DATE RECEIVED ____/____/____				

<b>1. FACILITY NAME AND LOCATION</b> Monroe County Recycling Center	<b>2. FACILITY OWNER'S NAME</b> Monroe County
Street 384 Lee Road	Mailing Address 50 West Main Street
City/Village Rochester, NY 14606	City/Town/Village Rochester
Town County Monroe	State/Zip Code NY 14614-1228
Telephone Number (585) 254-3380	Telephone Number (585) 760-7610
<b>3. FACILITY OPERATOR'S NAME (if different)</b> Metro Waste Paper Recovery U.S. Inc.	<b>4. SITE OWNER'S NAME (if different)</b> Monroe County
Mailing Address 384 Lee Road	Mailing Address
City/Town/Village Rochester	City/Town/Village
State/Zip Code NY 14606	State/Zip Code
Telephone Number (585) 254-3380	Telephone Number ( )

**5. TYPE OF FACILITY REGISTRATION (check all applicable boxes)**

<input type="checkbox"/> Energy Recovery Incinerators or Pyrolysis Units [360-3.1(c)]	<input type="checkbox"/> Waste Tire Retreaders [360-13.1(d)(1)(i)]
<input type="checkbox"/> Land Application and Sludge Storage Facilities [360-4.1(c)]	<input type="checkbox"/> Waste Tire Stored for On-site Energy Recovery [360-13.1(d)(1)(ii)]
<input type="checkbox"/> Land Clearing Debris Landfills three acres or less [360-7.2(a)]	<input type="checkbox"/> Tire Dealers Selling Waste Tires [360-13.1(d)(1)(iii)]
<input type="checkbox"/> Transfer Stations (municipally owned/operated/contracted) receiving less than 50,000 cubic yards or 12,500 tons of household solid waste annually [360-11.1(b)(1)]	<input type="checkbox"/> Tire Manufacturing Facilities [360-13.1(d)(1)(iv)]
<input type="checkbox"/> Transfer Stations (municipally owned/operated/contracted) receiving less than 50,000 cubic yards or 12,500 tons of containerized solid waste annually [360-11.1(b)(2)]	<input type="checkbox"/> Processing Facilities Receiving Only Recognizable Uncontaminated Concrete, Asphalt Pavement, Brick, Soil or Rock [360-16.1(d)(1)(i)]
<input checked="" type="checkbox"/> Source Separated, Nonputrescible Solid Waste Recyclables Handling and Recovery Facilities [360-12.1(d)]	<input type="checkbox"/> Uncontaminated Unadulterated Wood Processing Facilities [360-16.1(d)(1)(ii)]
<input type="checkbox"/> Other Facilities not specifically described above, Specify Type _____	

<b>6. SOLID WASTE HANDLED</b> a. List wastes and/or materials to be accepted <u>Mixed Paper, Commingled Containers</u> b. Quantity (specify Units - see instructions) design capacity <u>350 tons/day</u> storage on site <u>60 days for nonputrescible recyclables</u>	<b>7. OPERATIONS SCHEDULE - Normal schedule of operation 24 hrs/day except no operation on New Years, Memorial, Independence Labor, Thanksgiving &amp; Christmas days</b> <b>8. NAME(S) OF ALL MUNICIPALITIES SERVED</b> <u>City of Rochester; Towns &amp; Villages within Monroe County; Western New York Municipalities</u>
--	--

**9. CERTIFICATION:**  
 I hereby affirm under penalty of perjury that information provided on this form and attached statements and exhibits was prepared by me or under my supervision and direction and is true to the best of my knowledge and belief, and that I have the authority as Director-Env Services (title) of Monroe County, NY (Entity) to sign this registration form pursuant to 6 NYCRR Part 360. By signing this registration form, I affirm that I have read the applicable regulations and will abide by all conditions of the registration requirements. I am aware that any false statement made herein is punishable as a Class A misdemeanor pursuant to Section 210.45 of the Penal Law.

Printed/Typed Name John E. Graham, P.E., Director	Signature <i>John E. Graham</i>	No. <u>06</u> Day <u>26</u> Year <u>02</u>
--	------------------------------------	--

**APPENDIX C**

**POLICIES AND PROCEDURES FOR CUSTOMERS OF MONROE COUNTY  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
DIVISION OF SOLID WASTE FACILITIES**

**(October 2011)**

(See Attached)

**POLICIES AND PROCEDURES**

**FOR**

**CUSTOMERS OF**

**MONROE COUNTY**

**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**DIVISION OF SOLID WASTE**

**FACILITIES**

**OCTOBER 2011**



**SECTION I**  
**GENERAL POLICIES AND PROCEDURES**  
**(ALL FACILITIES)**

**A. APPLICATION**

The **Solid Waste and Recycling Facility Application** must be filled out when applying for charge customer use of any Monroe County Solid Waste facility. Completed forms should go to the Monroe County Division of Solid Waste, 50 West Main Street, 7th Floor, Rochester, N.Y. 14614-1228. Office hours are 8:30 A.M. to 4:30 P.M., Monday through Friday, excluding County holidays. Disposal of waste or recyclables will not be allowed at any Monroe County Solid Waste facility until this and other required documents have been submitted and approved.

**B. CERTIFICATE OF INSURANCE** [REDACTED]

An **original** Certificate of Insurance will be on file with the Monroe County Division of Solid Waste, 50 West Main Street, 7th Floor, Rochester, New York 14614-1228. The **minimum automobile liability insurance** coverage is to be:

\$1,000,000 Bodily Injury (Per Person)  
\$1,000,000 Bodily Injury (Per Accident)  
\$1,000,000 Property Damage

A one million dollar (\$1,000,000) excess liability umbrella policy for vehicle liability is acceptable. Coverage is to include owned, non-owned and hired vehicles, if any.

**Monroe County is to be listed on the policy as "Additional Insured" for any insurance certificate for Transfer Station or Mill Seat Landfill customers. Monroe County and Metro Waste Paper Recovery U.S., Inc. are to be listed on the policy as "Additional Insured" for any insurance certificate for Recycling Center customers. This must be indicated on the insurance certificate.** [REDACTED]

Monroe County **must** be given 10 days written notification of any cancellation or modification to the insurance policy.

Any Self-insured municipal agency must notify the Division of Solid Waste in writing of such self-insured status in lieu of the Certificate of Insurance requirement.

**C. PAYMENT**

The County will issue a statement monthly. Payment must be **received** by the County within 30 days of the invoice date or payment will be considered delinquent. Finance charges will accrue on delinquent payments at the rate of 1.5% per month. Use of the facility will be prohibited if full payment of the outstanding balance plus finance charges are not **received** within forty-five (45) days of the invoice date (if the forty-fifth day falls on a weekend or holiday, then it must be **received** the next business day thereafter). Payments should go to the address indicated on the statement. Failure to do so will delay processing and may cause the payment to be delinquent.

The Division of Solid Waste will **immediately** refer delinquent accounts to the Monroe County Department of Law for collection. Use of the facility will cease until Monroe County receives in full the payment of the delinquent balance, including finance charges.

Any account that is delinquent may be required to pre-pay for use of the facility. There must be sufficient balance on account to cover any transactions. Pre-payments must be sent to the address indicated on the statement. Failure to do so will delay processing and result in interruption of services.

If tipping privileges are suspended due to late payment or for some other reason, contact the Division of Solid Waste at 585-753-7600, not the County Controller's Office.

This section is also applicable to affiliated companies and those with some of the same officers and/or directors.

#### D. DISPUTES

For questions regarding an account or invoice, contact the Division of Solid Waste at 585-753-7600, option 2. Any errors in billing must be reported immediately upon discovery. Adjustment to a bill without prior approval of the Division of Solid Waste will be cause for suspension of tipping privileges. The decision of the Division of Solid Waste is final.

#### E. TIPPING FEES

The tipping fee(s) shall be at the rate(s) posted at each facility as established by the Director of Environmental Services as authorized by the Monroe County Legislature. Call the Division of Solid Waste at 585-753-7600 for a fee schedule.

#### F. HOLIDAY AND OTHER SPECIAL HOURS

Special hours are observed for certain national holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day). These holiday hours are posted at each facility or you may call Monroe County Division of Solid Waste at 585-753-7600 for a detailed schedule. Monroe County may change posted hours in the event of an emergency without notice.

#### G. VEHICLE IDENTIFICATION

Where practical, each vehicle shall be conspicuously marked (lettered or placarded) on both sides with the firm's name as is on file with the Division of Solid Waste. (See specific facility policies for vehicle authorization forms.) Owner will have previously included vehicle information on form #4 (Vehicle Identification / Registration) and affixed a RF tag on windshield.

Vehicles delivering municipal solid waste (Direct Haul) and special waste to the Monroe County Mill Seat Landfill have other required forms of identification (contact Mill Seat Landfill prior to visit).

#### H. WASTE INSPECTION

Acceptable and unacceptable wastes are detailed in the section(s) defining policies specific to each facility. All wastes shall be subject to continued visual inspection at the Monroe County Solid Waste facilities in conformance to 6NYCRR Part 360. This inspection will be conducted by the designated quality control/traffic control person. Facility employees are trained to recognize unacceptable wastes and notify the quality control/traffic control person of any unacceptable materials that they observe. All customers shall be subject to videotaping as part of the inspection process.

**IN THE EVENT UNACCEPTABLE WASTE LOADS ARE REJECTED OR UNACCEPTABLE WASTE ITEMS ARE RECEIVED, THE CUSTOMER WILL BE LIABLE FOR ALL COSTS INCURRED BY THE COUNTY OR ITS AGENT IN CONNECTION WITH ITS CLEAN-UP OR REMOVAL AND FOR ANY DAMAGES RESULTING DIRECTLY OR INDIRECTLY FROM THE DELIVERY OF SAID WASTE.**

- a. **Rejected Loads** shall be defined as an entire waste load that is not accepted for disposal. Typical, but not exclusive, reasons for a rejected load are:
  - i. The load is entirely composed of a material(s) that is listed as a waste(s) that is unacceptable for disposal at the facility;
  - ii. The entire load is contaminated by a material(s) that is listed as a waste(s) that is unacceptable for disposal at the facility;
  - iii. The wastes are not properly covered or enclosed upon arrival at the Monroe County Solid Waste facility as required under 6NYCRR Part 360;
- b. **Returned Items** shall be defined as an unacceptable waste(s) that is found to be in a waste load when the load is dumped. The unacceptable waste item(s) shall be immediately returned to the customer at the County's discretion.

**I. COMPLIANCE**

**STRICT COMPLIANCE TO THE TERMS OUTLINED HEREIN IS ANTICIPATED AND VIOLATION WILL BE CAUSE FOR USER PRIVILEGES TO BE RESCINDED. NO PRIOR NOTICE WILL BE GIVEN FOR RESCINDED PRIVILEGES.**

**J. HOLD HARMLESS**

The Hauler shall defend, indemnify, and save harmless Monroe County and its officers and employees, from all liability, loss, fines, fees, damage, detriment, demands, costs, charges, attorney's fees, suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of said Hauler; or on account of or in consequence of any neglect in safeguarding the work; or from any claims on amounts arising or recovered under the Worker's Compensation Act, or any other law, ordinance, order or decree. The Hauler specifically agrees to defend and indemnify Monroe County from any and all claims brought under the New York State Labor Law.



## DEPARTMENT OF ENVIRONMENTAL SERVICES Division of Solid Waste

50 West Main Street, Suite 7100, Rochester, New York 14614-1228  
585-753-7600      585-428-4780 (Fax)

Don't  
trash our  
future.  
**Recycle.**

### Form #1 SOLID WASTE AND RECYCLING FACILITY APPLICATION

Please type or print clearly

Applicant Organization (municipality, corporation, company name or DBA)

Street Address

City/State

Zip Code

Contact Person

Title

Phone #

Fax #

The applicant is a (circle one):    Municipality    Corporation    Sole Ownership    Partnership    DBA

**If the applicant is a corporation**, attach a copy of the Certificate of Incorporation and list names and complete addresses of officers of the corporation below. **If a sole ownership, partnership or DBA**, list names, complete addresses and social security numbers of all partners/owners and provide a copy of the Certificate of Doing Business.

Name (officers, partners/owners)	Complete Address	Social Security #
		- -
		- -
		- -
		- -

The applicant hereby requests accessibility to the Monroe Transfer Station and/or Recycling Facility(s) selected below. The applicant understands that the County has requirements set forth in its policies and procedures for each facility that must be met.

**Monroe County Transfer Station**, 1845 Emerson Street, Rochester, NY

**Materials Recycling Center**, 384 Lee Road, Rochester, NY

Upon signing the completed application, you acknowledge that you have read and will abide by all requirements of the applicable policies and procedures, as amended.

Applicant Authorized Signature

Title

Phone

Date

*Please do not write below this line.*

Application Received

Vehicle # Form Received

Account Number Assigned

Cert. of Incorporation or DBA Recd.

Insurance Certificate Received

SMS Customer File

Truck List Received

Solid Waste account set up



**DEPARTMENT OF  
ENVIRONMENTAL SERVICES  
DIVISION OF SOLID WASTE**

50 West Main Street, Suite 7100, Rochester, New York 14614-1228  
585-753-7600 585-428-4780 (Fax)

Don't  
trash our  
future.  
Recycle.

**SOLID WASTE AND RECYCLING FACILITIES  
NON-CONTRACT GATE FEES  
AS OF AUGUST 2008  
(subject to change)**

FACILITY	MATERIAL/SERVICE	DESCRIPTION	FEE PER UNIT												
<b>Transfer Station</b> 1845 Emerson Street Rochester, NY 14606	Municipal Solid Waste		\$52.00/ton												
	Brush		\$35.00/ton												
	Hard fill		\$35.00/ton												
	ICI - Co-Mingled		\$35.00/ton												
	Wood		\$35.00/ton												
	Tires		\$120.00/ton												
	Weighment	Not available in unattended	\$5.00 each												
<b>Mill Seat Landfill</b> 303 Brew Road Bergen, NY 14416	<p><b><u>Gate Fees:</u></b>                      Under the landfill lease agreement, Waste Management is responsible for establishing and collecting the Gate Fees for acceptable materials at the landfill.                      Please call Waste Management at 494-3000 extension 230 for current material fees.</p> <p><b><u>Special Note:</u></b> In accordance with the landfills DEC issued operating permit, all haulers disposing Municipal Solid Waste are required to have Direct Haul approval from the County. Please contact Monroe County at 585-753-7600 option 2 &amp; 3 for Direct Haul applications.</p>														
<b>Materials Recycling Center</b> 384 Lee Road Rochester, NY 14606	<p><b><u>Gate Fees:</u></b>                      Under the recycling center agreement, Metro Waste Paper Recovery is responsible for establishing and collecting/paying the fees for acceptable materials at the recycling center. Please call Metro Waste Paper Recovery at 585-527-8110 for current material rates.</p>														
Finance charge assessed at 1.5% after 30 days of invoice date.	<p align="center"><b>Historic Municipal Solid Waste Rates:</b></p> <table border="0"> <tr> <td>5/93</td> <td>\$77/Ton</td> <td>10/93-4/02</td> </tr> <tr> <td></td> <td></td> <td>\$59/Ton</td> </tr> <tr> <td>6/93</td> <td>\$67/Ton</td> <td>4/02-Present</td> </tr> <tr> <td></td> <td></td> <td>\$52/Ton</td> </tr> </table>			5/93	\$77/Ton	10/93-4/02			\$59/Ton	6/93	\$67/Ton	4/02-Present			\$52/Ton
5/93	\$77/Ton	10/93-4/02													
		\$59/Ton													
6/93	\$67/Ton	4/02-Present													
		\$52/Ton													



See Section I B for Automobile Liability minimum requirements

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

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

INSUR LTR	INSUR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**CERTIFICATE HOLDER**

**CANCELLATION**

\_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \_\_\_\_\_ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

## SECTION IV

### MONROE COUNTY MATERIALS RECYCLING CENTER

This section describes the policies and procedures for utilizing the Monroe County Materials Recycling Center, 384 Lee Road, Rochester, N.Y. 14606 (Emerson Street & Lee Road) for the delivery of recyclable materials.

#### A. GENERAL

##### 1. Receiving Hours

The Recycling Center is open to receive recyclable materials from authorized haulers Monday through Friday during the following hours:

Monday through Friday          6:00 A.M. to 6:00 P.M.\*

\*General receiving hours are for self-unloading vehicles, only. For restricted hours for non-self-unloading vehicles, call the Recycling Center General Manager at 585-527-8110 to arrange delivery.

##### 2. Holidays

The Recycling Center will be closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or on the Friday or Monday preceding or following a designated holiday which falls on a Saturday or Sunday. The Recycling Center will be open from 6:00 a.m. to 2:00 p.m. on the Saturday following the holiday. Call 585-527-8110 for details regarding holiday schedules.

##### 3. Recyclable Materials

Recyclable materials delivered to the center shall be segregated into categories of **Residential Paper Fiber** and **Mixed Recyclables Containers**, described in Appendices 1-2 of this Section.

"**SPECIAL COMMODITIES**" (not described in Appendices 1-2) will only be accepted upon completion and acceptance of a Special Commodity Authorization Form available at Monroe County Division of Solid Waste.

##### 4. Monroe County Reuse and Recycling Law

According to Section VIII of the County Solid Waste Reuse and Recycling Law, "All Recyclable Materials placed in a County-supplied Container at curbside or at any designated collection place shall immediately become the property of the County." "Skimming" certain recyclables from County-owned blue boxes will not be allowed. For Penalties and Inspections, refer to Section XI of the Solid Waste Reuse and Recycling Law (Enforcement).

##### 5. Vehicle Restriction

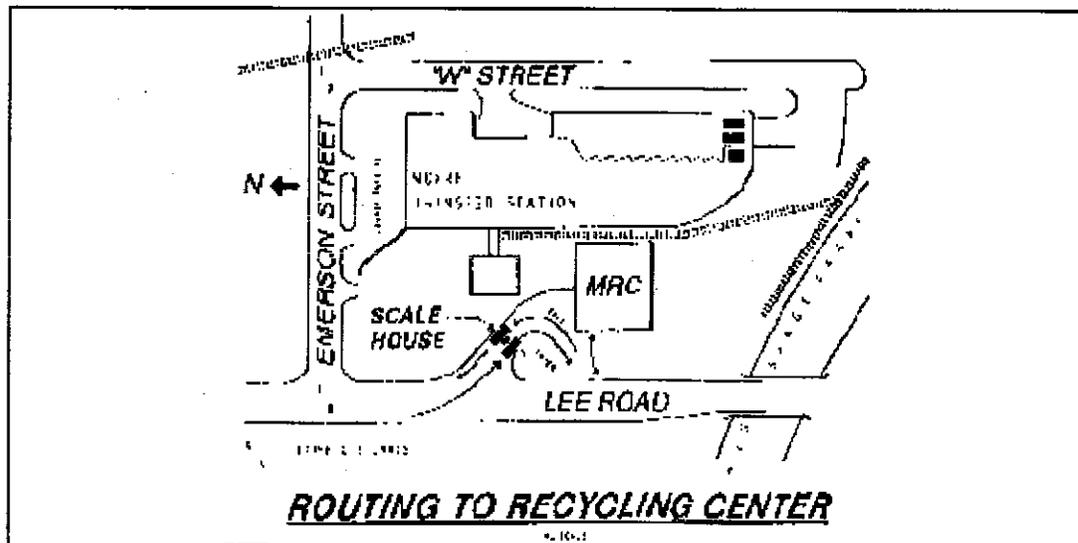
Recyclable materials will not be accepted unless appropriately covered, tarped or confined in the transporting vehicle. Untarping of loads and reversing of roll-off containers must be done before entering the building. Vehicles with hot loads, mechanical problems or maneuvering containers must do so at the north end of the Center so as not to hinder traffic. Self unloading vehicles will be allowed to enter the Facility at any time during scheduled operating hours. Non self-unloading vehicles must schedule delivery times with the operator of the Center by calling 585-527-8110. Failure of such vehicles to abide by that schedule will be grounds for rescinding user privileges.

## 6. Receiving/Disposal Procedures

All vehicles will use the Recycling Center's Lee Road entrance gate located between Emerson Street and the New York State Barge Canal. Vehicles are instructed to enter the Center heading southbound on Lee Road due to the turning radius. Vehicles shall proceed as follows:

- a. The vehicle will enter the Center **slowly** onto the right (south) inbound scale.
- b. Once stopped on the scale, the scale operator will signal for the driver to either:
  - i. Continue into the building to tip (after having recorded the company and vehicle number) or,
  - ii. Set the brakes and come to the scalehouse for identification of company and vehicle number prior to proceeding further. All other persons are to remain in the vehicle.
- c. Having been directed to proceed further, the driver obeys the directioning of a floor attendant to a designated tipping bay or continues onto the storage floor and chooses an available tipping bay. The driver then proceeds to discharge his load. Because of compartmentalized vehicles, the driver may need to repeat the process again in another bay.
- d. After discharging, the vehicle departs the tipping floor and returns to the same scalehouse. The vehicle weighs out on the right (north) scale and the driver (or assistant) gets out of the vehicle to complete the transaction and obtain a weight receipt slip from the scale operator. The vehicle now exits the Center onto Lee Road.

**BE ALERT FOR ALTERNATE ROUTING AS MAY BE DIRECTED FROM THE SCALEHOUSE.**



# MONROE COUNTY MATERIALS RECYCLING CENTER

## APPENDIX 1

### RESIDENTIAL PAPER GUIDELINES

#### A. QUALITY REQUIREMENTS

**RESIDENTIAL PAPER FIBER:** Includes Newspaper in Brown Paper Bags, or loose; flattened, Corrugated Boxes; Brown Paper Bags; Magazines in Brown Paper Bags or loose; gift boxes, shoe boxes, cereal boxes, pasta boxes and other boxboard, paper towel and toilet paper rolls, telephone books, catalogs, junk mail home office and writing paper. Residential Paper must be free of excessive moisture.

1. **NEWSPAPER:** Newspapers, supplements, advertising and inserts, all of which would have been included with the newspaper.
2. **CORRUGATED BOXES:** Corrugated Boxes having liners of either test liner, jute or kraft, but not including more than 1% wax-coated or poly-coated boxes. Boxes must be flattened and free of food and residue. No pizza boxes are included.
3. **BOXBOARD:** Boxes made of flat brown or gray material, either printed or unprinted, such as cereal, pasta, gift, and shoe boxes. Includes towel and toilet paper rolls. Must be flattened and free of food residue or other non-paper items.
4. **MAGAZINES AND CATALOGS:** Magazines, catalogs and other glossy publications.
5. **BROWN PAPER BAGS:** Brown kraft paper bags without food or plastic contamination.
6. **JUNK MAIL AND HOME OFFICE PAPERS:** Including white paper, copy paper, computer print out, colored paper, writing or note paper, post-it notes, folders, envelopes and all other types of paper typically found in the home or office.
7. **TELEPHONE BOOKS:** Telephone directories including White and Yellow pages.

**CONTAMINANTS:** Plastic bags, mixed recyclables (glass, plastic, tin aluminum), wood, styrofoam, and other materials not listed as RESIDENTIAL PAPER.

#### B. GRADING SYSTEM (for contamination)

**"A" Grading (None): 100% defined RESIDENTIAL PAPER FIBER with no CONTAMINANTS.**

**"B" Grading (Some): 98% defined RESIDENTIAL PAPER FIBER, 2% CONTAMINANTS.** Contaminants must be able to be quickly and easily removed. This grading requires continual review of loads and removal of contaminants. This grading serves as a **"WARNING"** to customers that the quality of the paper is approaching UNACCEPTABLE.

**"U" Grading (Unacceptable): Less than 94% defined RESIDENTIAL PAPER FIBER, greater than 6% contaminants.** This grading requires continual review of loads and removal of CONTAMINANTS. When a "U" grading is issued, a fee of \$25.00 per ton may be charged for additional sorting and handling. Loads containing large amounts of wet paper in large clumps which can not easily be picked out by the driver will be graded as unacceptable.

**"R" Grading (Rejected):** A rejected load contains more than 15% CONTAMINANTS. Due to the poor quality of a rejected load, for which disposal is required, the MCRRF Transfer Station tipping fee plus a \$25.00 per ton handling fee may be charged. Loads which contain standing water will be rejected.

## MONROE COUNTY MATERIALS RECYCLING CENTER

### APPENDIX 2

#### MIXED RECYCLABLE CONTAINER GUIDELINES

##### A. QUALITY REQUIREMENTS

**MIXED RECYCLABLES:** A mixture of post consumer containers including container Glass, Aluminum Cans, Tin Cans and HDPE Plastics and PET plastic containers - all of which have been rinsed clean and are free of food and other debris.

1. **GLASS:** Food and beverage containers including clear glass (flint), brown glass (amber) and green glass. Glass shall not include ceramics, plate glass, auto glass, Pyrex, leaded glass or flat glass.
2. **HDPE PLASTICS:** High Density Polyethylene (HDPE) containers including natural colored milk jugs and water bottles and colored HDPE containers, including personal care products, soap and detergent bottles.
3. **PET PLASTICS:** Soft drink and other containers primarily made of Polyethylene terephthalate (PET), may include HDPE plastic base cups, caps and neck rings.
4. **ALUMINUM CANS:** Food and beverage containers and food products made wholly of Aluminum which have been rinsed clean of food waste.
5. **TIN CANS:** Metallic food and beverage containers, which have been rinsed clean of food waste; but which may have lids and tops; labels do not have to be removed. Tin cans include cans made of tin-plated steel and bi-metal cans.
6. **"GABLE-TOP CARTONS:** Milk/Juice Cartons (rinse well and remove contents).
7. **DRINK BOXES:** Empty and remove the straw.
8. **AEROSOL CANS:** Empty and remove caps. No pesticides or spray paints.

**CONTAMINANTS:** laundry baskets, newspaper, plastic bags, garden hose, egg cartons, juice boxes, PVC, polystyrene, plastic tubs, plastic grocery sacks, brown paper bags, other materials not listed as MIXED RECYCLABLE CONTAINERS.

##### B. GRADING SYSTEM (for contamination)

**"A" Grading (None):** 100% defined MIXED RECYCLABLE CONTAINERS with no CONTAMINANTS.

**"B" Grading (Trace):** 98% defined MIXED RECYCLABLE CONTAINERS, 2% CONTAMINANTS. Contaminants must be able to be quickly and easily removed. This grading requires continual review of loads and removal of contaminants. This grading is a **"WARNING"** to users that the quality of MIXED RECYCLABLE CONTAINERS is approaching **UNACCEPTABLE**.

**"U" Grading (Unacceptable):** Less than 94% defined MIXED RECYCLABLE CONTAINERS, greater than 6% CONTAMINANTS. This grading requires continual review of loads and removal of CONTAMINANTS. When a "U" grading is issued a fee of \$25.00 per ton may be charged for additional sorting and handling.

**"R" Grading (Rejected):** A rejected load contains **MORE THAN 15% CONTAMINANTS**. Due to the poor quality of a rejected load, for which disposal is required, the posted Monroe County Transfer Station tipping fee plus a \$25 per ton handling fee may be charged.

A driver delivering a load containing small amounts of ceramics, plate glass, Pyrex or mirrors will be allowed to remove these contaminants and receive a "B" Grading without penalty. In the event of large amount of non-container glass contamination an "R" rating may apply.

## **MONROE COUNTY MATERIALS RECYCLING CENTER**

### **CORRUGATED CARDBOARD (OCC) GUIDELINES**

The Recycling Facility accepts OCC in either loose or baled form. Loose OCC may be delivered in packer trucks, compactors, rolloff boxes or on pallets. OCC may be mixed with office paper for ease of delivery. Please contact Cascades Recovery, U.S., Inc., the facility operator at 585-527-8110 to develop the program that works best for you.

### **OFFICE PAPER GUIDELINES**

All forms of paper in the office are recyclable and accepted at the Recycling Facility. However, keeping different grades separate from others may enhance the value of the paper. Please contact Cascades Recovery, U.S., Inc., the facility operator at 585-527-8110 for more information.

### **BUSINESS RECYCLING DELIVERY POLICIES FOR SMALL QUANTITIES OF RECYCLABLES**

Many materials in your place of business may be recyclable. Please contact Cascades Recovery, U.S., Inc., the facility operator at, 585-527-8110 for more information.

### **INSURANCE**

The scale attendant may request that you show them a current vehicle Insurance ID card for the vehicle entering the Center. Use of the Center will not be allowed if a current Insurance ID card cannot be shown. The insurance coverage is to be at least the minimum set forth by New York State Department of Motor Vehicles.

### **ACCEPTABLE VEHICLES**

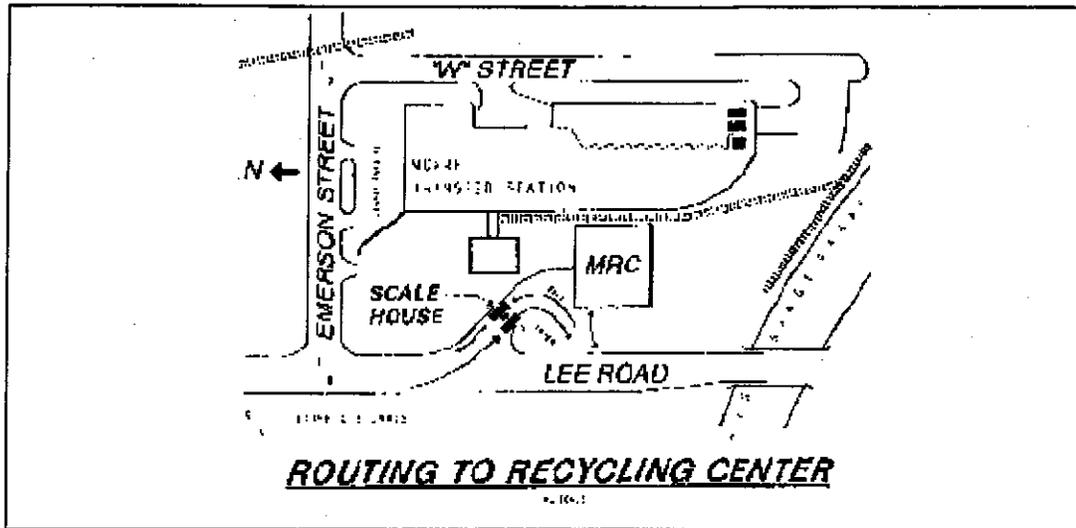
Vehicles must be pick-up trucks or larger. For safety reasons, those with smaller quantities (car loads) of acceptable recyclables will be directed to one of the Monroe County Recycling Drop-off Stations at 1845 Emerson Street or 444 East Henrietta Road.

### **RECEIVING/DISPOSAL PROCEDURES**

All vehicles will use the Recycling Center's Lee Road entrance gate located between Emerson Street and the New York State Barge Canal. Vehicles are instructed to enter the Center heading southbound on Lee Road due to the turning radius. Vehicles shall proceed as follows:

- a. The vehicle will enter the Center slowly onto the right (south) inbound scale.
- b. Once stopped on the scale, the scale operator will signal for the driver to set the brakes and come to the scalehouse for identification of company, vehicle number and insurance verification prior to proceeding further. All other persons are to remain in the vehicle.
- c. Having been directed to proceed further, the driver obeys the direction of a floor attendant to a designated tipping bay. The driver then proceeds to discharge his load. If unloading both paper and co-mingled containers, the driver will have to repeat the process again in another bay.
- d. After discharging, the vehicle departs the tipping floor and returns to the same scalehouse. The vehicle weighs out on the right (north) scale and the driver (or assistant) gets out of the vehicle to complete the transaction and obtain a weight receipt slip from the scale operator. The vehicle now exits the Center onto Lee Road.
- e. Staging Area: Vehicles with hot loads, mechanical problems or maneuvering containers must do so at the north end of the Monroe County Recycling Center and not hinder the flow of traffic.

**BE ALERT FOR ALTERNATE ROUTING AS MAY BE DIRECTED FROM THE SCALEHOUSE.**



**APPENDIX D**

**AGREEMENT BETWEEN THE COUNTY OF MONROE AND THE CITY OF  
ROCHESTER REGARDING SOLID WASTE DISPOSAL  
AND RECYCLABLE MATERIALS**

**(April 28, 2009)**

(See Attached)

032406

FILE

AGREEMENT  
BETWEEN  
THE COUNTY OF MONROE  
AND  
THE CITY OF ROCHESTER  
REGARDING  
SOLID WASTE DISPOSAL AND RECYCLABLE MATERIALS

4/28/09

This is an Agreement made as of the \_\_\_ day of December, 2008, by and between Monroe County ("County"), a municipal corporation with offices at 39 West Main Street, Rochester, New York 14614 and the City of Rochester ("City") a municipal corporation authorized to do business in the State of New York with offices at 30 Church Street, Rochester, New York 14614.

WHEREAS, the County desires long term tonnage commitments for its solid waste disposal capacity in accordance with the Monroe County Solid Waste Management Plan ("MCSWMP") and the City agrees to provide said tonnage commitments to the County; and

WHEREAS, the City and the County have previously entered into an agreement regarding solid waste disposal dated June 26, 2003 which expires on June 30, 2012 ("2003 Agreement"); and

WHEREAS, the City and the County desire to terminate the 2003 Agreement and replace it with a new Agreement,

WHEREAS, the County is authorized to execute and deliver this Agreement by Resolution No. 236 adopted by the Monroe County Legislature on 10/14/08 and approved by the Monroe County Executive on 10/21/08; and

WHEREAS, the City is authorized to execute and deliver this Agreement by Ordinance No. 2008-3322 adopted by the Rochester City Council on September 16, 2008 and approved by the Mayor of the City of Rochester on September 18, 2008 .

NOW, THEREFORE, the County and the City, pursuant to the authority conferred by Article 5-G of the General Municipal Law of the State of New York, hereby mutually agree to the following terms, conditions and procedures:

**A     **TERMINATION OF 2003 AGREEMENT****

**The City and the County hereby terminate the 2003 Agreement in its entirety.**

**B.     DEFINITIONS**

1.     “Solid Waste” - means all materials or substances discarded or rejected as being spent, useless, worthless, or in excess to the owners at the time such discard or rejection, including but not limited to garbage; refuse; commercial waste; industrial waste not requiring a permit pursuant to 6 NYCRR Part 360 as of the effective date of this Agreement, excluding Uncontaminated leaves, Street Sweepings and Excavation Spoilage.

2.     “Recyclable Materials” - means materials designated as Recyclable Materials in the Monroe County Solid Waste Reuse and Recycling Regulations Law.

3.     “Street Sweepings” – means screened materials resulting from street cleaning.

4.     “Excavation Spoilage” – means brick, concrete and other masonry materials, gravel, rock and soil resulting from utility repairs.

5.     “Uncontaminated leaves” - means loose (no plastic bags), source separated organic leaf material collected by the City of Rochester in their seasonal fall collection program.

**C.     SCOPE OF SERVICES**

1.     The City is guaranteed the right to (provided that the City is not in default of any of its obligations under this Agreement) and guarantees to send 100% of the tons of Solid Waste, Recyclable Materials (exceptions: pre-shredded tree cuttings, , white goods or other materials that are mutually agreed upon throughout the term of this Agreement), which it collects or causes to be collected and which the County accepts at its Solid Waste Management Facilities or to Solid Waste Management Facilities owned and/or operated by or on behalf of the County for processing, per year during the term of this Agreement.

2.     The City acknowledges that, during the term of this Agreement, there may be one or more Solid Waste Management Facilities owned and/or operated by or on behalf of the

County within the County. The City agrees to deliver its Solid Waste, Recyclable Materials, Uncontaminated Leaves, Street Sweepings and Excavation Spoilage, pursuant to this Agreement, to one or more of such facilities and at such delivery times during business hours and in accordance with facility policies and procedures as the County may direct from time to time during the term hereof. The County agrees to make good faith efforts to direct the Solid Waste, Recyclable Materials, Uncontaminated Leaves, Street Sweepings and Excavation Spoilage to the most efficient facility location and provided, further, that in no event shall the County direct delivery to places more than 12 linear miles from the City's Operations Center on Colfax Street.

3. The City may deliver to the County facilities only Solid Waste and source separated Recyclable Materials, Uncontaminated Leaves, Street Sweepings, Excavation Spoilage, Brush or Tires which have been generated or originated within the County, and must abide by any applicable Monroe County Solid Waste Facility Policies, Procedures, Rules or Regulations.

4. The County shall accept or cause to be accepted all Solid Waste, Recyclable Materials, Uncontaminated Leaves, Street Sweepings and Excavation Spoilage guaranteed under this Agreement and so delivered, and the Solid Waste, Recyclable Materials, Uncontaminated Leaves, Street Sweepings and Excavation Spoilage shall be disposed of in a manner the County determines.

5. The City and the County shall actively promote solid waste education. Each entity shall build upon their past efforts and keep the other apprised of their promotional efforts.

6. The City and the County shall explore the economic feasibility, operational impacts and practicality of Recyclable Materials "single stream" technology on collection, processing marketing and education.

**D. PAYMENT FOR “FULL SERVICE” SOLID WASTE SERVICES**

1. The City shall pay the County the following “Full Service” Solid Waste fees:

Year	MCRRF Transfer Station
7/1/2008 – 6/30/2009	\$ 47.39 per ton
7/1/2009 – 6/30/2010	\$ 48.37 per ton
7/1/2010 – 6/30/2011	\$ 49.37 per ton
7/1/2011 – 12/31/2012	\$ 50.39 per ton <i>(18 Months)</i>
1/1/2013 – 12/31/2013	\$ 50.89 per ton
1/1/2014 – 12/31/2014	\$ 51.40 per ton
1/1/2015 – 12/31/2015	\$ 51.92 per ton
1/1/2016 – 12/31/2016	\$ 52.44 per ton
1/1/2017 – 12/31/2017	\$ 52.96 per ton
1/1/2018 – 12/31/2018	\$ 53.49 per ton

2. The City shall receive the lowest price for the transfer, haul and a disposal service which includes all the amenities (value \$ 9/ton). The County shall not charge the City a higher price than any other entity.

3. The City shall pay a dead animal carcass disposal rate delivered to Mill Seat Landfill of \$60 per ton, which may be pro-rated for a minimum disposal of one quarter ton.

4. Payments shall be made by the City monthly in accordance with facility policies and procedures for the prior month's services performed by the County per the invoice(s) submitted by the County to the City; however, payment will not be considered delinquent until sixty (60) days after the invoice date. The invoice(s) shall set forth the tonnage of and total charges for Solid Waste delivered by the City to the County less applicable credits pursuant to this Agreement.

5. The County will invoice the City at the end of each calendar year at a rate of Twenty-five dollars and zero cents (\$25.00) per ton for each ton of Solid Waste and Recyclable Materials as described in this Agreement which the City collects or causes to be collected but does not deliver to Solid Waste Management Facilities owned and/or operated by or on behalf of the County during the term of this Agreement, except that not delivered due to suspension of the Agreement as detailed in Section G – Force Majeure.

6. Curbside Recycling Boxes (Optional)

The County shall provide the City curbside recycling boxes at cost.

7. This Agreement also includes the disposal of “Demolition Material” from the City’s vacant structure demolition program. The City or its agent will direct haul to the County’s landfill, materials from the demolition of vacant City structures. The rate for disposal at the landfill will be \$31 per ton without additional service fees. This rate will start at the beginning of this contract period and end on December 31, 2009. The City and County may renegotiate the disposal rate annually upon mutual agreement from both parties. The disposal of demolition material is not exclusive with the County and shall not be considered guaranteed. This is not to be considered part of the “Full Service” Solid Waste Services provided in D.1.

**E. SERVICES FOR SOURCE SEPARATED MATERIALS**

In consideration of the City's long term commitment to the County's solid waste management program, the City shall receive the following full services, providing the materials are source separated by the City upon delivery to County designated facility, at a zero tipping fee:

1. Residential Curbside Recyclable Materials, including any program expansion and modification, processing and marketing;
2. Business, Commercial and Institutional Corrugated and Office Paper processing and marketing;
3. Street Sweepings Uncontaminated Leaves, and Excavation Spoilage;

4. Windrow Turning Equipment Processing for Yard Waste Composting at City sites;

5. Stockpiled Brush and clean, dry Wood Waste processing, removal at one City site on an as needed basis;

6. Whole Tire processing, marketing and/or disposal; Residential Collected. Commercial Truck tires not generated by the City's Fleet Services Division will be disposed at the same disposal rate incurred by the County of Monroe.

7. Household Hazardous Waste Collection for City residents at the County's permanent facility.

8. The County agrees to provide the following educational components to promote recycling in our community;

- ~~Free membership in Keep America Beautiful~~ 
- Multiple classroom and school wide presentations
- Tours for classes, scouts and adult groups at the County MCRC.
- Movies at the Beach Bowl.
- A wide variety of summer concerts and festivals.
- Recycling education cards for distribution to City residents.
- Multiple community projects with volunteers from volunteer groups (ex. Rochester Cares) for the benefit of solid waste and recycling
- Summer interns will bring solid waste and recycling programs to numerous City recreation sites. This will include presentations, interactive activities and games and hand-out materials to increase awareness on solid waste and recycling.

9. Electronic Waste disposal services and education.

**F. PAYMENT FOR PAPER RECYCLING SERVICES**

The County shall pay the City for the following paper classifications which are delivered to Solid Waste Management Facilities owned and/or operated by or on behalf of the County and processed and marketed throughout the term of the Agreement.

The *Official Board Markets* "OBM Buffalo High" is published weekly and utilized by recyclers and paper brokers for pricing of multiple grades of recovered paper. It will be used for payment calculations herein. It is mutually recognized that the OBM pricing is variable and influenced by seasonal supply and demand, the economy and world markets.

1. Residential Paper Fiber

For source separated paper collected at curbside mix, also known as "Residential Paper Fiber", the County shall pay the City as follows:

OBM No. 8 News Index	Rebate to City/Ton
< \$54	\$0
\$55	\$2
\$60	\$4
\$65	\$6
\$70	\$8
\$75	\$10
\$80	\$12
\$85	\$14
\$90	\$16
\$95	\$18
\$100	\$20
\$105	\$23
\$110	\$27
\$115	\$31
\$120	\$35
\$125	\$39
\$130	\$44
\$135	\$49
\$140	\$54
\$145	\$59
\$150	\$64
\$155	\$69

2. Straight Corrugated

For Straight Corrugated, the County shall pay the City as follows:

Rebate to City = [OCC #11 OBM Buffalo High– Sixty (\$ 60) dollar Process Fee]

3. Mixed Office Paper Fiber

For Mixed Office Paper Fiber, the County shall pay the City as follows:

Rebate to City = [SOP #37 OBM Buffalo High – One hundred fifty (\$ 150) dollar Process Fee]

**G. TERM**

This Agreement shall be effective July 1, 2008, and shall expire, if not earlier terminated pursuant to Article F or G hereof, on December 31, 2018.

**H. DEFAULT**

In the event that the City fails or refuses to pay any or all of the fees as established pursuant to Article C within sixty (60) days of the date of the County's invoice, or otherwise fails or refuses to comply with any of its obligations hereunder within the grace period specified (or, if none is so specified, within ten (10) days after written notice of such failure or refusal), then and in any such event the County at any time thereafter may give written notice to the City specifying such default and stating that this Agreement and the term hereof shall expire and terminate on the date specified in such notice, and the City shall remain liable as provided herein.

**I. FORCE MAJEURE**

If one or more of the Solid Waste Management Facilities utilized by the County for performance of its obligations under this Agreement are rendered substantially inoperable by an act or event unforeseen or not reasonably within the County's control, despite the County's best efforts, the County shall elect within 48 hours of the act or event either (1) to proceed under this Agreement with alternate facilities, or (2) to suspend this Agreement while making its best efforts to restore the Solid Waste Management Facility(s) as soon as possible.

Option 1: If Solid Waste Management Facilities utilized by the County for performance of its obligations under the Agreement are rendered substantially inoperable, yet one or more Solid Waste Management Facility(s) are still operable, the City's obligations under this Agreement to deliver Solid Waste and Recyclable Materials to the operable Facility(s) shall continue.

Option 2: Suspension of this Agreement while the County makes its best efforts to restore the Solid Waste Management Facility as soon as possible.

In the case of suspension, the City shall be responsible for making its own arrangements at its own expense. The City, in order to make the most cost-effective arrangements for Solid Waste Disposal, Recyclable Materials, Uncontaminated Leaves, Street Sweepings and Excavation Spoilage, not able to be delivered to such Facility(s) during suspension, may in its sole discretion group any combination of Solid Waste Disposal, Recyclable Materials, Uncontaminated Leaves, Street Sweepings and Excavation Spoilage, for delivery to a third party and shall notify the County as soon as practicable prior to so electing. Upon notice by the County that the inoperable Facility(s) is available, the City will resume delivery within 48 hours.

The parties express it as their strongest preference that the County elects option (1) if at all feasible.

**J. MISCELLANEOUS**

1. This Agreement represents the entire Agreement between the parties regarding Solid Waste Disposal and Recyclable Materials and supersedes all prior negotiations, representations or agreements, however characterized, whether written or oral, pertaining to matters within its scope.

2. The provisions of the Agreement may be waived or modified only by a written amendatory agreement approved by both parties.

3. The parties acknowledge that the City presently collects and delivers Solid Waste, Recyclable Materials, Uncontaminated Leaves, Street Sweepings and Excavation Spoilage with its own employees and equipment. Nothing contained in this Agreement is intended or shall be construed to prohibit the City from contracting with any person or firm for collection and delivery services in the future; provided, however, that any person or firm with whom the City contracts shall be bound to meet the same obligations and entitled to the same benefits as the City hereunder.

4. This Agreement or any of the rights granted hereunder may not be sublet, conveyed, transferred, assigned, mortgaged, pledged, or hypothecated, in whole or in part, by the

City, nor shall any security interest be granted by the City, without the prior written consent of the County.

5. Notwithstanding any provisions of statutory law or any rules or common law, each party shall be liable for, and shall indemnify the other party against any damages resulting from any negligent acts committed by it or its agents and employees in the performance of this Agreement. Each party shall be entitled to defend itself in any claim or lawsuit as a result of which it may be liable for monetary damages.

6. Any and all notices required to be given pursuant to this Agreement shall be in writing and given either by personal delivery or by first class mail, postage prepaid, and deposited in an official receptacle of the United States Postal Service.

All notices to the County shall be addressed to:

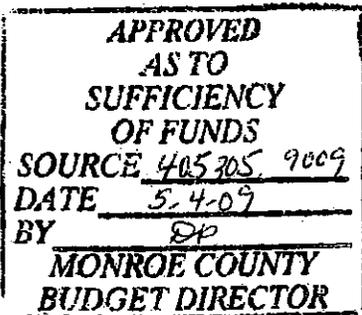
Director of Environmental Services  
Monroe County Department of Environmental Services  
50 West Main Street, Suite 7100  
Rochester, New York 14614-1228

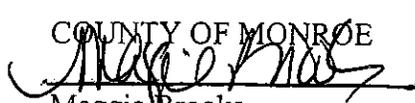
All notices to the City shall be addressed to:

Office of the Commissioner  
City of Rochester Department of Environmental Services  
City Hall, Room 300-B  
30 Church Street  
Rochester, New York 14614-1290

Notice shall be deemed given upon delivery, if personally delivered, or, if mailed, upon deposit in an official receptacle.

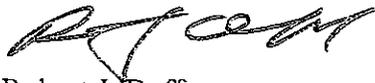
IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date set forth above.



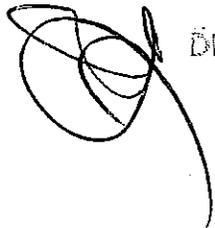
By:   
Maggie Brooks  
County Executive



CITY OF ROCHESTER

By:   
Robert J. Duffy  
Mayor

SS# or Federal Tax ID#

 SIGNATURE WAIVED  
NO FUNDS REQUIRED  
DEPARTMENT OF FINANCE  


STATE OF NEW YORK )  
COUNTY OF MONROE )  
CITY OF ROCHESTER )

SS:

On this 23<sup>rd</sup> day of February, <sup>2009</sup>2008, before me the subscriber, personally came MAGGIE BROOKS, to me known, who being by me duly sworn, did depose and say that he resides in the County of Monroe, New York; that he is the County Executive of the County of Monroe, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name thereto by like order.

*Mary Beth Musto*  
Notary Public

Mary Beth Musto  
Notary Public State of New York  
Monroe County  
Commission Expires Sept. 25, 20 10

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:  
CITY OF ROCHESTER )

On this 23<sup>rd</sup> day of April, 2008, before me the subscriber, personally came ROBERT J. DUFFY., to me known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

*Angela Sorber*  
\_\_\_\_\_  
Notary Public

ANGELA SORBER  
Notary Public, State of New York  
Monroe County  
Commission Expires April 6, 2011

By Legislators Dobson, Cassetti and LaFountain

Intro. No. 306

RESOLUTION NO. 236 OF 2008

**AUTHORIZING INTERMUNICIPAL AGREEMENT WITH CITY OF ROCHESTER FOR DISPOSAL OF SOLID WASTE AND PROCESSING OF RECYCLABLE MATERIALS**

BE IT RESOLVED BY THE LEGISLATURE OF THE COUNTY OF MONROE, as follows:

Section 1. The County Executive, or her designee, is hereby authorized to execute an intermunicipal agreement, and any amendments thereto, with the City of Rochester, for the disposal of solid waste and processing of recyclable materials for the period of July 1, 2008 through December 31, 2018.

Section 2. This resolution shall take effect in accordance with Section C2-7 of the Monroe County Charter.

Intergovernmental Relations Committee; September 16, 2008 - CV: 5-0  
Environment and Public Works Committee; September 23, 2008 - CV: 4-0  
Ways and Means Committee; September 23, 2008 - CV: 7-0  
File No. 08-0287

ADOPTION: Date: October 14, 2008                      Vote: 28-0

ACTION BY THE COUNTY EXECUTIVE

APPROVED: X                      VETOED: \_\_\_\_\_  
SIGNATURE: Margie Brooks                      DATE: 10/21/08  
EFFECTIVE DATE OF RESOLUTION: 10/21/08