



Executive Director  
MICHAEL J. KELLY

# TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY

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## AMENDMENT NO.2 TO REQUEST FOR PROPOSALS NO. SWMA-0003-2020 TRANSPORTATION AND DISPOSAL OF SOLID WASTE JUNE 11, 2020

This Amendment is being issued to answer questions raised by potential proposers submitted by the deadline for questions regarding the RFP.

### Questions:

**Q1: We request that the second 5-year extension option be upon the mutual agreement of the parties and not at the Authority's sole discretion.**

A1: The purpose of having the renewals at the Authority's discretion is to provide the Authority with contract certainty, especially since the process of obtaining a new contractor is extensive and time-consuming. The amount of notice that the Authority would need to know that a contractor does not agree to extend is impractical from a contract and service-delivery standpoint. As such, the Authority cannot allow mutual consent for the extensions. However, please see Question Q42 below for more information on renewals.

**Q2: The definition of Change in Law excludes changes in tolls and taxes (page 61, (B)(1) and (2)). We request these be specifically included within the definition of Change in Law, as this is potentially a 15-year contract and the contractor will need protection from such changes.**

A2: Changes in tolls and taxes are common regulatory matters that can be forecasted. As such, the definition will remain unchanged.

**Q3: Section 2.04(b)(i) on page 75 states that the transfer station operator is required to load 100 cubic yard transfer vehicles or containers with a minimum of only 18.5 tons of waste. How did the Authority determine this minimum number and why is it so low? Such vehicles and containers can legally hold much more weight and we request this number be changed to at least 25 tons. If the minimum is left at 18.5 tons, it will result in higher priced bids, as more equipment and personnel will be needed.**

A3: This requirement is stated in the Authority's agreement with the Operator. Any change would require an amendment to the Authority's agreement with the Operator. However, a review of Authority records indicates that transfer trailers are routinely loaded with amounts in excess of 25 tons.

**Q4: Section 5.01(b) on page 92 states that the Authority will provide 60 days' notice to the contractor to switch to baling. We request this be changed to 120 days' notice.**

A4: The Authority will agree to 90 days' notice.

**Q5: As currently written, Township has the right to draw upon the bond without notice to Proposer/Contractor. We suggest an advanced notice be given to Proposer/Contractor before declaration of default and before drawing upon the bond so Proposer/Contractor would have any opportunity to remediate.**

A5: Section 7.02 of the draft service contract contains notice and cure provisions for events of default.

**Q6: Did SWMA request any modifications of the current NYSDEC permit or is it anticipated that the same conditions will be imposed?**

A6: The Authority did not request any modifications and none are anticipated.

**Q7: What is the end date of the 2009 Omni transfer station operations contract?**

A7: April 30, 2025. The contract may also be renewed for two additional five year periods.

**Q8. Please provide the criteria for CLCPA implementation (attached fact sheet does not provide clear guidance on SWMA expectations).**

A8: The Authority has been advised that since this RFP does not involve the need to apply for a DEC permit, the provisions of the CLCPA do not apply in this instance. As such, the Authority does not have guidelines for proposers to follow. However, as stated in the RFP and the Authority's responses to comments submitted on the draft RFP, information regarding if and how the proposer's approach to the services advances the goals of the CLCPA is required for informational purposes only. This information, however, will not be used to evaluate a proposal.

**Q9. Does SWMA have a radiation detector at the site as required by NYSDEC regulations at 6NYCRR Part 362-3.5? If so, please provide operations details as required in the regulations.**

A9: The Authority maintains two Ludlum radiation detectors at the site that are currently operating. Please note that since the Authority does not currently transport MSW out of state, the provisions of Part 362-3.5 concerning radiation detectors do not apply.

**Q10. Is the site visit mandatory in order to satisfy Article II Section 2.01(a)?**

A10: Section 2.01(a) is a representation on behalf of the Contractor that they have visited and have knowledge of the site. While a site visit is not a prerequisite to submitting a proposals, it would behoove potential proposers to familiarize themselves with the site.

**Q11. What are the SWMA personnel costs to operate the scale house outside of the specified hours?**

A11: If the overtime is scheduled, the Authority is required to pay at least two hours of overtime regardless of whether the entirety of the two hours is worked. If the overtime is unscheduled,

the minimum is three hours. Depending on the employee working, the current hourly rate is between \$23.58/hour and \$35.75/hour.

**Q12. Please clarify that SWMA personnel are not required if the Contractor preloads trailers for off-hour transport offsite.**

A12: It is anticipated in the RFP, as is currently the case, that trailers will be preloaded by the Transfer Station operator and staged for removal by the contractor. The contractor will not be responsible for loading the trailers. Authority personnel are not required for removing trailers from the site.

**Q13. Please provide current scale calibration certificates.**

A13: Please see attached certificates for 4Q2019, 1Q2020 and 2Q2020. The next calibration will be in July 2020.

**Q14. What is the intended schedule to implement the baler? Please provide details (dimensions, weights) of the bales.**

A14: The Authority is currently retaining an engineer to perform a study of how to implement baling at the transfer station and to design a baling system. We do not anticipate that the design, construction and implementation of a baling system will occur prior to the final quarter of 2021. Attached please find a copy of the Authority's RFP for an engineer and associated amendments. Please note that the Operations and Maintenance Manual for the Transfer Station included in Amendment 3 is the current manual. This manual has been substantially revised for the Authority's application to DEC to renew the Transfer Station's permit. As the permit renewal has not yet been issued, this revised manual cannot yet be disseminated.

**Q15. Please provide a list of plan holders.**

A15: As this RFP has been made widely available both physically as well as on the Town's/Authority's website, it is not possible to provide a complete list of those in possession of the RFP. However, the following companies/individuals have either requested a copy of the RFP from the Authority or were sent the RFP by the Authority, or have contacted the Authority regarding the RFP:

Winters Bros. Waste Systems  
Seneca Meadows, Inc.  
Omni Recycling of Westbury  
Mark Talley  
RUTERRA Group  
Competition Unlimited Corp.  
FCC Environmental  
National Waste Services LLC  
Tully Environmental Inc.  
Covanta  
Cashin Associates  
Deltek  
Casella Resource Solutions

This list is not meant to be exhaustive.

**Q16. Does SWMA reimburse the Contractor for costs incurred if they cannot meet minimum tonnage obligations as a result of SWMA entering into Inter Municipal Agreement? Has SWMA previously used an IMA for waste disposal?**

A16: The Authority does not agree to minimum tonnage obligations, and none are anticipated or desired in any contract resulting from this RFP. The Authority has not previously used an IMA for waste disposal.

**Q17. Please provide a list or the website that identifies approvable MWBE firms that would satisfy the 5 point credit.**

A17: As stated in Amendment No. 1 to the RFP, a proposer must present documentation that the proposer is at least 51% woman- or minority-owned in order to receive this credit. This is not limited to any list or website that identifies approvable MWBE firms.

**Q18. Could the Authority provide current average trailer weights for all outbound trailers leaving the transfer station?**

A18: An average weight is not maintained by the Authority, and would involve more time than available to release this amendment in a timely fashion. However, please see Question Q3 for more information.

**Q19. How long are trailers, that are full, allowed to be staged on site?**

A19: The Transfer Station's DEC permit requires that all MSW received at the transfer station must be removed within 24 hours. Waste is loaded onto trailers the day the waste arrives. The trailers must be removed by the next day.

**Q20. On page 89, there is reference to the Authority diverting waste, and the transporter bringing it to an alternate disposal facility to take advantage of local disposal facility "price breaks". The amount is up to 250 tons per day. Could the Authority provide records of when this has happened, and for how long, over the last 10 years for planning purposes?**

A20: A review of Authority records indicates that in 2011, the Authority's transportation and disposal contractor was authorized by the Authority to dispose of waste at a Long Island incinerator rather than a designated landfill. However, that is not a "diversion" as described by the RFP, as the waste still originated at the transfer station and was transported by the Authority's transportation and disposal contractor. The search has found no records of waste being diverted to a facility other than the Transfer Station.

**Q21. For the financial information requests, could the Authority confirm that we can provide the financials for the ultimate parent of the bidder which is a publicly traded company?**

A21: Without knowing the organizational and financial structure of the proposer vis-à-vis its parent, it is unknown whether the financial health of the parent would be a sufficient protection for the Authority in the event that a subsidiary were to financially not be able to perform the services and its obligations, or whether the parent would be able to provide the services on behalf of the subsidiary. As such, proposers may submit financial information for both the subsidiary and the parent. However, if this is done, the proposer must also submit information and documentation showing the operational and financial relationship between the parent and subsidiary for the Authority's review.



**Q22. In various sections of the RFP it mentions “background checks” and driving record checks of drivers, but later state that the checks have more to do with experience vs. criminal activity. Will background checks be required for drivers? If they are required, what exactly will be required?**

A22: The Authority cannot locate any portion of the RFP that states that checks have more to do with experience vs. criminal activity. Checks are referenced on Pages 19 and 86, and both state that checks involve verifying a driver’s license, driving record and hauling experience. It is the contractor’s responsibility to set standards for its drivers such that drivers are legally and experientially able to provide the services, with the contractor ultimately responsible for service provision.

**Q23. Would the Authority be willing to after 5 year mutually agree to extend?**

A23: Please see response to Question Q1.

**Q24. Would you confirm that the Proposal Due Date remains as July 8, 2020?**

A24: The Proposal Due Date remains July 8, 2020.

**Q25. With respect to the relationship between the Contractor and the Operator of the Transfer Station, what authority will the Contractor have over the Operator and how may it be exercised to assure that the Contractor's trailers are timely loaded, given the obligation of the Contractor as set forth in 2.04 (a){ii} of the draft Service Contract?**

A25: The Authority currently contracts with the Operator directly and will contract directly with the Contractor. The Operator and the Contractor are not envisioned to be in contract with one another. Any breaches of the Operator’s contract with the Authority will be addressed by the Authority.

**Q26. What processes/ technologies will be considered "beneficial reuse" as that term is applied to this RFP?**

A26: Proposers may propose to reuse materials that are the subject of a Beneficial Use Determination (either pre-determined or case-specific, as the case may be) listed in the Department of Environmental Conservation’s regulations in 6 NYCRR 360.12. Note, however, that if a case-specific beneficial use determination is sought, the proposer is responsible for seeking the determination.

**Q27. With respect to the Authority's consideration of determining to switch from loose load to baling the waste which the Contractor will be obligated to transport and dispose, could this switch take place in any month of any year of the contract?**

A27: Please see Question Q14 above. Generally, the answer is yes. However, in anticipation of the cost savings anticipated by baling, the Authority hopes to have this project completed sooner rather than later.

**Q28. Once the switch from loose load to baling is made will the Authority have the right to switch back to loose loading at any time?**

A28: The Authority anticipates that, given the substantial financial commitment to baling, baling will continue once commenced and the Authority will not go back to loose-loading programmatically. However, contractors will be required to loose-load in the unforeseen circumstance that the baling equipment is down. However, the Authority does not anticipate this, as it intends to install two balers for redundancy.

**Q29: How much time will the Contractor be provided to switch from open top trailer used for loose load to provide the flat bed trailers required for the shipment of baled waste?**

A29: Please see Question Q4 above.

**Q30. Will the Contractor be compensated for the open top trailers that will be taken out of service?**

A30: No, the Authority does not intend to provide such compensation.

**Q31. Will the Contractor be required to maintain the original fleet of open top trailers for use in the event the baler goes out of service?**

A31: Yes, the Contractor must maintain sufficient equipment in order to accommodate loose-loading in unforeseen circumstances.

**Q32. Will the Contractor be required to provide disposal options in the initial proposal that will accept both loose waste and baled waste?**

A32: Yes.

**Q33. How will the Contractor's pricing be adjusted in the event this switch is made to baling the waste?**

A33: Please see Form J in the RFP and Section 5.01(b) of the form agreement in the RFP.

**Q34. Is the Contractor required to provide that pricing in the Proposal for shipping baled waste?**

A34: Yes. Please see Form J in the RFP.

**Q35. In Form J entitled, "Cost Proposal" it suggests the Authority will also consider alternative price proposals. The second sentence of that section states, "In submitting an alternative Price Proposal, proposers must maintain the same per ton price for the first five years of the initial five year term." Please explain what " ... the same per ton price ... " refers to. Is the "same" for the first five years of the alternative price; is it the "same" as the first five years in the base proposal. .. ?**

A35: Same as the first five years in the base proposal.

**Q36. The rights of the Authority in awarding the Contract indicate the Authority could award to multiple contractors. On what basis /services (ex. tonnage, yearly ... ) would such multiple awards be made?**

A36: Not having yet received proposals, the Authority cannot comment specifically and will depend on the plans of service proposed and pricing proposals.

**Q37. Will the Authority refine the evaluation criteria to provide for a better understanding of the**

**application of the criteria, specifically as follows:**

**What will show the Authority the knowledge of, and "Intent" of Contractor to comply with environmental regulations?**

**What will show the Authority the financial capability of the Contractor?**

- A37: With regard to the knowledge of, and intent of contractors to comply with, environmental regulations, the Authority may consider the Contractors history in providing waste services as well as the history of permits issued to Contractors, if any, as well as the disposal facilities proposed in any proposal. With regard to the financial capability of the contractor, the Authority will consider the information requested on Pages 29 - 31 of the RFP as well as the proposer's success in providing similar services and the ability to procure the performance bond as required by the RFP.
- Q38. Section 3.07 of the draft Service Contract requires that in the event the Contractor finds a cost saving transportation or disposal option, the Authority expects the Contractor to share those savings. Would this require the Contractor to disclose and segment its transportation and disposal pricing /costs?**
- A38: That information is not required at this time. However, if and when such opportunities arise during the term of the contract, it is anticipated that the Authority and the Contractor will work to determine how costs have been saved and how that savings would be allocated.
- Q39. Section 3.08 of the draft Service Contract provides the Authority the right to select a designated disposal facility. Would the Authority outline the manner in which the Contractor's pricing will be affected in such a scenario? How much notice would the Contractor receive? Would this be a permanent change or would the Authority have the right to designate or "undesignated" its disposal facility in its discretion over any timeframe over the term of the contract?**
- A39: The Authority intends that once a designated disposal facility is selected, it is the best choice to be the designated disposal facility. As such, any change to an alternative facility would occur only in the instance that the original designated facility cannot continue to operate as the designated facility, or if there were some substantial cost savings to switching to an alternative disposal facility. The amount of notice to the Contractor would depend on the circumstances of the change. It is not anticipated that the Authority would seek to change a disposal facility any substantial frequency, as such a change is a large undertaking.
- Q40. Section 11.22 of the Service Contract suggests an opportunity for the Contractor to acquire fuel from the Authority for the purposes of the contract. Would the Authority provide details on how that option would work, such as; fueling location; the potential price differential of buying this fuel from the Authority versus over the road fuel, if any; would the Authority expect the Contractor to share a portion of any savings back to the Authority?**
- A40: This option is not currently available. As such, specific information cannot be given at this time. Much in the same way as cost savings opportunities may arise during the contract term that would need to be negotiated, such would be the situation with fuel provided by the Authority/Town.

**Q41. Will the Authority or the Operator of the transfer station or the Contractor be responsible for any damages the Operator may cause to Contractor equipment and injury to any Contractor personnel during performance of the contract?**

A41: Please see Section IV(B)(2) of the RFP.

**Q42. The terms of the award provide for any renewal of the contract after the Initial Term to be at the sole discretion of the Authority. Would the Authority provide any base criteria it would apply in the determination to exercise its discretion to renew?**

A42: The renewal stated in the RFP is meant to be at the Authority's sole discretion. However, the Authority will consider the Contractor's performance over the previous term of the contract, the costs to be paid over the future term of the contract, as well as the cost and effort involved in the re-solicitation of the services.

**Q43. The definition of "Uncontrollable Circumstances" in the draft Service Contract includes natural occurring events, but excludes "... weather conditions normal for the northeast region ...". Would the Authority provide some parameters which define "northeast region" and "normal"?**

A43: The northeast region is defined by the United States Census Bureau as being the states/commonwealths of Maine, New York, New Jersey, Vermont, Massachusetts, Rhode Island, Connecticut, New Hampshire, and Pennsylvania. Proposers should familiarize themselves with the weather patterns, averages, climate and weather histories of that area. Proposers should also familiarize themselves with applicable law governing contract delays due to severe weather to aid them in determining what would be an uncontrollable circumstance, as these determinations are generally very fact-based.

**Q44. Would the Authority provide a copy of the Authority's Procurement Policy applicable to this procurement process?**

A44: The Authority's procurement policy is attached. However, please note that the services are being solicited pursuant to the authority given and the procedures described in Section 120-w of the General Municipal Law.

**Q45. Form H of the proposal sets forth questions which response would require the proposer to provide extensive details on each disposal site included in the proposal, if not a degree of speculation as to the future life and operation of the disposal site. These are details only the disposal site owner and operator may know, and may or may not be willing to share with a customer. As the proposer is not required to be the owner or operator of the disposal site, would the Authority consider revisiting the questions set forth in Form H to determine their necessity in evaluating a proposal?**

A45: Even though it is not required that the Contractor be the owner of the disposal site, the Authority's and the Contractor's ability to dispose of waste at a specific site is integral to the service, and the continuation of a designated site's (or alternate site's) ability to accept waste is crucial. In addition, the Contractor is responsible for all aspects of the services, including disposal. As such, the information requested in Form H is extremely important to the Authority's evaluation of proposals. That being said, the Authority does authorize two changes to the form:

- a. Section II(C) should reference 2019, rather than 2014

- b. Under Section IV(B), proposers will not need to provide information for years 2035-2040.

In addition, a proposer asked whether Word versions of the RFP forms to be completed may be made available. Word versions of these forms can be obtained by emailing [kellym@northhempsteadny.gov](mailto:kellym@northhempsteadny.gov).

To: Office of Weights & Measures

**ADVANCE SCALE COMPANY**

888-44-SCALE

SCALE 1

- NJ     MD
- PA     NY
- DE     OTHER

**Certification of Inspection & Calibration Report**

Company <b>TOWN OF NORTH HEMPSTEAD</b>		Contact		Phone		County NASSAU	
Address 999 WESTSHORE RD		City Port WASHINGTON		State NY		Zip 11050	
Platform Make/Model TOLEDO	Serial No.	Type of Deck Concrete <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Other		# Sections 6	CLC 99K	Platform Size 70X10	
Indicator Make/Model IND380	Serial No. 5614524-5HK	Capacity 200K		Lead Wire Seal As Found Yes No As Left Yes No		Division 20LB	
Scale Description: <input type="checkbox"/> Mechanical <input type="checkbox"/> Electro-Mechanical <input checked="" type="checkbox"/> Electronic    Hydraulic		Printer Make/Model/Serial		Accessory Equipment: <input checked="" type="checkbox"/> Computer <input type="checkbox"/> Secondary Indicator <input type="checkbox"/> Scoreboard <input type="checkbox"/> Other			
Test Results	Test Weights	As Found	As Left	Test Results	Test Weights	As Found	As Left
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Section 2	25000	25000	25000	Section 6	25000	24980	24980
Section 3	25000	25100	25000	Section 7	NONE		
Section 4	25000	25020	25020	Section 8	NONE		

Strain Test	
Weight of empty test vehicle	32860
Test weights added	25000
Test vehicle and test weights	57860

Certified Weight Build Up Test			
25000	32860	57860	

Test As Found

Test As Left

Description of Work Performed: Inspected customer's truck scale with test weight's & test truck.	
Inspection Results: GOOD ,	
The above weighing device has been so altered, rebuilt, or repaired as to conform to the standard specifications and regulations of the <input type="checkbox"/> NJ <input type="checkbox"/> MD <input type="checkbox"/> PA <input checked="" type="checkbox"/> NY <input type="checkbox"/> DE <input type="checkbox"/> OTHER    Office of Weights & Measures <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Date Work Completed: 4/15/20

Satisfactory

Unsatisfactory

\_\_\_\_\_  
Customer's Signature

JEFF BOSY  
\_\_\_\_\_  
Technician's Signature

sad-l  
\_\_\_\_\_  
License No.

NJ  
\_\_\_\_\_  
State

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Registry Mark

To: Office of Weights & Measures

**ADVANCE SCALE COMPANY**

888-44-SCALE

SCALE 2

- NJ     MD
- PA     NY
- DE     OTHER

**Certification of Inspection & Calibration Report**

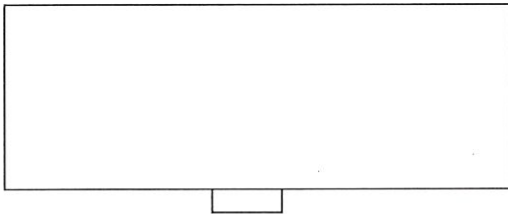
Company <b>TOWN OF NORTH HEMPSTEAD</b>		Contact		Phone		County NASSAU	
Address 999 WESTSHORE RD		City Port washington		State NY		Zip 11050	
Platform Make/Model TOLEDO	Serial No.	Type of Deck Concrete <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Other		# Sections 6	CLC 99K	Platform Size 70X10	
Indicator Make/Model IND780	Serial No.	Capacity 200K		Lead Wire Seal As Found Yes No As Left Yes No		Division 20LB	
Scale Description: <input type="checkbox"/> Mechanical <input type="checkbox"/> Electro-Mechanical <input checked="" type="checkbox"/> Electronic    Hydraulic		Printer Make/Model/Serial		Accessory Equipment: <input checked="" type="checkbox"/> Computer <input type="checkbox"/> Secondary Indicator <input type="checkbox"/> Scoreboard <input type="checkbox"/> Other			
Test Results	Test Weights	As Found	As Left	Test Results	Test Weights	As Found	As Left
Section 1	25000	25020	25020	Section 5	25000	25020	25020
Section 2	25000	25000	25000	Section 6	25000	25020	25020
Section 3	25000	25000	25000	Section 7	NONE		
Section 4	25000	25000	25000	Section 8	NONE		

Strain Test	
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Test weights added	25000
Test vehicle and test weights	57860

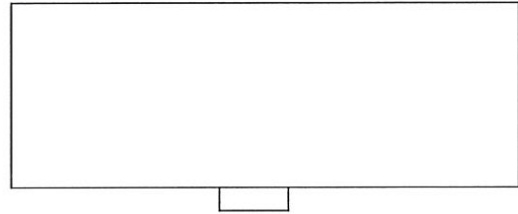
Certified Weight Build Up Test

25000	32860	57880	+1DIV

Test As Found



Test As Left



Description of Work Performed: Inspected customer's truck scale with test weight's & test truck.
Inspection Results: GOOD ,
The above weighing device has been so altered, rebuilt, or repaired as to conform to the standard specifications and regulations of the <input type="checkbox"/> NJ <input type="checkbox"/> MD <input type="checkbox"/> PA <input checked="" type="checkbox"/> NY <input type="checkbox"/> DE <input type="checkbox"/> OTHER    Office of Weights & Measures <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Date Work Completed: 4/15/20

Satisfactory

Unsatisfactory

\_\_\_\_\_  
Customer's Signature

JEFF BOSY  
\_\_\_\_\_  
Technician's Signature

\_\_\_\_\_  
License No.

\_\_\_\_\_  
State

\_\_\_\_\_  
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Strain Test	
Weight of empty test vehicle	32780
Test weights added	25000
Test vehicle and test weights	57780

Certified Weight Build Up Test

25000	32780	57780	

Test As Found

Test As Left

Description of Work Performed: Inspected customer's truck scale with test weight's & test truck.
Inspection Results: GOOD ,
The above weighing device has been so altered, rebuilt, or repaired as to conform to the standard specifications and regulations of the <input type="checkbox"/> NJ <input type="checkbox"/> MD <input type="checkbox"/> PA <input checked="" type="checkbox"/> NY <input type="checkbox"/> DE <input type="checkbox"/> OTHER Office of Weights & Measures <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Date Work Completed: 1/16/20

Satisfactory

Unsatisfactory

Customer's Signature \_\_\_\_\_

JEFF BOSY  
Technician's Signature

License No. \_\_\_\_\_ State \_\_\_\_\_

Registry Mark \_\_\_\_\_



To: Office of Weights & Measures

**ADVANCE SCALE COMPANY**

888-44-SCALE  
SCALE 2

- NJ     MD
- PA     NY
- DE     OTHER

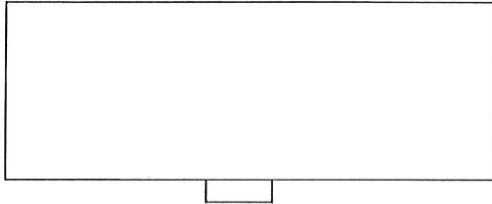
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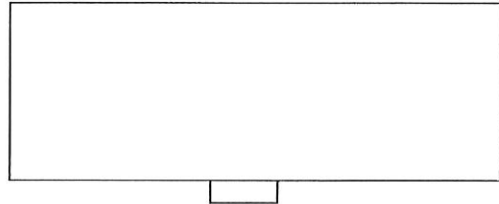
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Inspection Results: GOOD ,	
The above weighing device has been so altered, rebuilt, or repaired as to conform to the standard specifications and regulations of the <input type="checkbox"/> NJ <input type="checkbox"/> MD <input type="checkbox"/> PA <input checked="" type="checkbox"/> NY <input type="checkbox"/> DE <input type="checkbox"/> OTHER Office of Weights & Measures <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Date Work Completed: 1/16/20

Satisfactory                       Unsatisfactory

Customer's Signature \_\_\_\_\_ Technician's Signature JEFF BOSY License No. \_\_\_\_\_ State \_\_\_\_\_ Registry Mark \_\_\_\_\_

To: Office of Weights & Measures

**ADVANCE SCALE COMPANY**

888-44-SCALE

SCALE 1

- NJ     MD
- PA     NY
- DE     OTHER

**Certification of Inspection & Calibration Report**

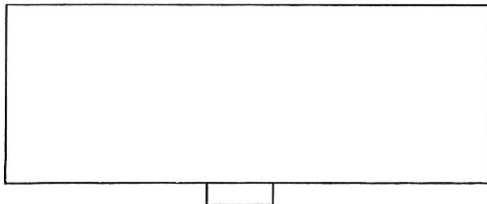
Company <b>TOWN OF NORTH HEMPSTEAD</b>		Contact		Phone		County NASSAU	
Address 999 WESTSHORE RD		City Port WASHINGTON		State NY		Zip 11050	
Platform Make/Model TOLEDO	Serial No.	Type of Deck Concrete <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Other		# Sections 6	CLC 99K	Platform Size 70X10	
Indicator Make/Model IND380	Serial No. 5614524-5HK	Capacity 200K		Lead Wire Seal As Found Yes No As Left Yes No		Division 20LB	
Scale Description: <input type="checkbox"/> Mechanical <input type="checkbox"/> Electro-Mechanical <input checked="" type="checkbox"/> Electronic    Hydraulic		Printer Make/Model/Serial		Accessory Equipment: <input checked="" type="checkbox"/> Computer <input type="checkbox"/> Secondary Indicator <input type="checkbox"/> Scoreboard <input type="checkbox"/> Other			
Test Results	Test Weights	As Found	As Left	Test Results	Test Weights	As Found	As Left
Section 1	25000	25000	25000	Section 5	25000	25000	25000
Section 2	25000	25020	25020	Section 6	25000	25020	25020
Section 3	25000	25000	25000	Section 7	NONE		
Section 4	25000	25020	25020	Section 8	NONE		

Strain Test	
Weight of empty test vehicle	32720
Test weights added	25000
Test vehicle and test weights	57720

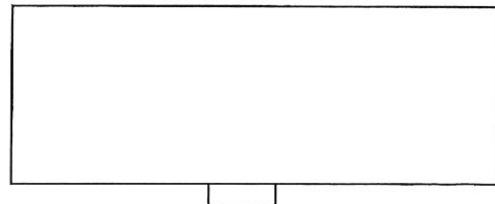
**Certified Weight Build Up Test**

25000	32720	57740	+1div

Test As Found



Test As Left



Description of Work Performed: Inspected customer's truck scale with test weight's & test truck.
Inspection Results: GOOD ,
The above weighing device has been so altered, rebuilt, or repaired as to conform to the standard specifications and regulations of the <input type="checkbox"/> NJ <input type="checkbox"/> MD <input type="checkbox"/> PA <input checked="" type="checkbox"/> NY <input type="checkbox"/> DE <input type="checkbox"/> OTHER    Office of Weights & Measures <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO

Date Work Completed: 10/18/19

Satisfactory

Unsatisfactory

Customer's Signature \_\_\_\_\_

JEFF BOSY  
Technician's Signature \_\_\_\_\_

License No.    State

Registry Mark

To: Office of Weights & Measures

### ADVANCE SCALE COMPANY

888-44-SCALE  
SCALE 2

- NJ     MD
- PA     NY
- DE     OTHER

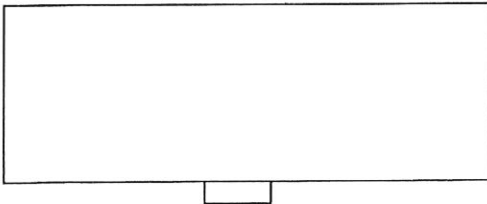
#### Certification of Inspection & Calibration Report

Company <b>TOWN OF NORTH HEMPSTEAD</b>		Contact		Phone		County NASSAU	
Address 999 WESTSHORE RD		City Port washington		State NY		Zip 11050	
Platform Make/Model TOLEDO	Serial No.	Type of Deck Concrete <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Other		# Sections 6	CLC 99K	Platform Size 70X10	
Indicator Make/Model Jag loaner	Serial No.	Capacity 200K		Lead Wire Seal As Found Yes No As Left Yes No		Division 20LB	
Scale Description: <input type="checkbox"/> Mechanical <input type="checkbox"/> Electro-Mechanical <input checked="" type="checkbox"/> Electronic <input type="checkbox"/> Hydraulic		Printer Make/Model/Serial		Accessory Equipment: <input checked="" type="checkbox"/> Computer <input type="checkbox"/> Secondary Indicator <input type="checkbox"/> Scoreboard <input type="checkbox"/> Other			
Test Results	Test Weights	As Found	As Left	Test Results	Test Weights	As Found	As Left
Section 1	25000	25020	25020	Section 5	25000	25020	25020
Section 2	25000	25000	25000	Section 6	25000	25000	25000
Section 3	25000	25000	25000	Section 7	NONE		
Section 4	25000	25000	25000	Section 8	NONE		

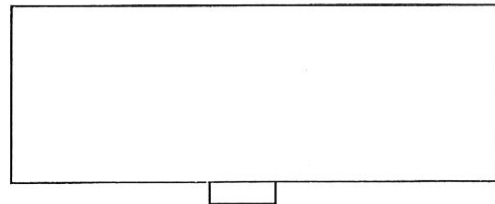
Strain Test	
Weight of empty test vehicle	32720
Test weights added	25000
Test vehicle and test weights	57720

Certified Weight Build Up Test			
25000	32720	57720	

Test As Found



Test As Left



Description of Work Performed: Inspected customer's truck scale with test weight's & test truck.	
Inspection Results: GOOD , loaner indicator in place while customers is out for repair	
The above weighing device has been so altered, rebuilt, or repaired as to conform to the standard specifications and regulations of the <input type="checkbox"/> NJ <input type="checkbox"/> MD <input type="checkbox"/> PA <input checked="" type="checkbox"/> NY <input type="checkbox"/> DE <input type="checkbox"/> OTHER Office of Weights & Measures <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

Date Work Completed: 10/18/19

Satisfactory

Unsatisfactory

Customer's Signature

JEFF BOSY  
Technician's Signature

License No.    State

Registry Mark





# SWMA

## TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY

802 WEST SHORE ROAD • PORT WASHINGTON • NY 11050

Telephone (516) 767-4634 • Fax (516) 767-4609

*Chair*

JUDI BOSWORTH

*Board Members*

VIVIANA L. RUSSELL  
PETER J. ZUCKERMAN  
ANGELO P. FERRARA  
VERONICA LURVEY  
LEE R. SEEMAN  
MARIANN DALIMONTE

*Executive Director*  
Michael Kelly

March 6, 2020

Re: **Addendum to this** Request for Proposals  
Professional Engineering Services associated with the design and construction of a Baler System  
at the North Hempstead Transfer Station  
999 West Shore Road  
Port Washington, NY 11050  
**ADDENDUM to SWMA Project No. SWMA-0001-2020: Design of Baler System for Disposal  
and Storage at the North Hempstead Transfer Station**

To Whom It May Concern:

The Town of North Hempstead Solid Waste Management Authority (the "Authority") is issuing this **Addendum** to the Request for Proposal ("RFP") for engineering, design and construction of a Baler System to be installed at North Hempstead Transfer Station.

The RFP is modified as set forth in this Addendum. The Respondent shall take this Addendum into consideration when preparing and submitting its proposal.

**Submittal Deadline:**

- The Proposal submittal deadline has been changed as noted. The Authority has extended the deadline to Monday, April 6<sup>th</sup> 2020

**Drawings of the North Hempstead Transfer Station:**

- The Authority will be emailing out drawings to the vendors who came to the Pre-Proposal meeting. If your company was not at the Pre-Proposal meeting please contact Marshah-Reaff Barrett at [barrettm@northhempsteadny.gov](mailto:barrettm@northhempsteadny.gov) to receive drawing via email.

**Walk-Through of North Hempstead Transfer Station:**

- Any vendor who would like to visit or revisit the Transfer Station as it pertains to Proposal preparation
- If you would like to schedule a walk through meeting please contact Marshah-Reaff Barrett at [barrettm@northhempsteadny.gov](mailto:barrettm@northhempsteadny.gov)

**End of Addendum**



# SWMA

## TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY

802 WEST SHORE ROAD • PORT WASHINGTON • NY 11050

Telephone (516) 767-4634 • Fax (516) 767-4609

*Executive Director*  
Michael Kelly

*Chair*  
JUDI BOSWORTH

*Board Members*  
VIVIANA L. RUSSELL  
PETER J. ZUCKERMAN  
ANGELO P. FERRARA  
VERONICA LURVEY  
LEE R. SEEMAN  
MARIANN DALIMONTE

February 13, 2020

Re: Request for Proposals  
Professional Engineering Services associated with the design and construction of a Baler System at the North Hempstead Transfer Station  
999 West Shore Road  
Port Washington, NY 11050  
**SWMA Project No. SWMA-0001-2020: Design of Baler System for Disposal and Storage at the North Hempstead Transfer Station**

To Whom It May Concern:

The Town of North Hempstead Solid Waste Management Authority (the "Authority") is issuing this Request for Proposal ("RFP") for engineering, design and construction of a Baler System to be installed at North Hempstead Transfer Station.

If your firm is interested in responding to this Request for Proposal, your response must be addressed to:

Town of North Hempstead  
Office of Purchasing, **Attention Georgina Carr**  
220 Plandome Road, Lower Level  
Manhasset, NY 11030  
Attention: **SWMA Project No. SWMA-0001-2020**

Any inquiries concerning this RFP must be in writing or by email and should be addressed to Georgina Carr at [contracts@northhempsteadny.gov](mailto:contracts@northhempsteadny.gov). All inquiries must bear in the Subject heading of any email the RFP number assigned to this RFP. The last day to submit any questions related to the RFP will be Wednesday, March 4<sup>th</sup> 2020.

To be considered, three (3) bound copies and one electronic copy of your proposal are to be provided. All submissions must be received at the above address no later than Friday, March 20, 2020, 3:00PM and shall be based upon the general information and scope of services provided herein.

A Pre-Proposal Meeting to tour the Authority's proposed area for the designer of the Baler System to discuss the Scope of work will be conducted on Friday, February 28, 2020 at 10:00am at 999 West Shore Road, Port Washington, NY 11050. Please RSVP by emailing Marshah-Reaff Barrett at [barrettm@northhempsteadny.gov](mailto:barrettm@northhempsteadny.gov).

## Scope of Services

The Authority is interested in having a Baler System designed for the North Hempstead Transfer Station. The Baler System should be able to handle up to 750 tons of municipal solid waste (residential and commercial) per day and be housed inside the current Transfer Station.

The Authority is seeking, at a minimum, the following services/tasks to be performed:

1. Conduct site evaluation and determine the best design for accomplishing the Authority's intended purpose.
2. Prepare a written report of Task 1 outlining findings of the investigation conducted and recommendations. New design recommendations shall conform to the Authority's design wishes as expressed above as well as with all current applicable codes and regulations.
3. Prepare and file all necessary permits (identify all necessary permits in proposal). Based upon site findings, permitting with additional NYS agencies may be required. The consultant shall provide an allowance for this task in their proposal.
4. Preparation of design/bid documents (construction drawings, specifications following the Authority's Boiler Plate format).
5. Preparation of construction cost estimate and construction schedule. Estimate must include projects of this scope completed within the past three (3) calendar years.
6. Assisting with pre-bid activities up to contract award, including an evaluation of bid proposals and reference checks.
7. Construction management/administration services including part time inspection, shop drawing review, contractor payment review and regulatory compliance needs.
8. Commissioning of the system, the Designing Engineer must start, test, monitor (onsite) and verify the system functions as required for a period of two weeks before Solid Waste Management Authority-SWMA accepts the project as completed. The Designing Engineer will also have to provide a report for this two week period which will include issues or input from SWMA on the operation of the Baler System.

## Requirements

The Consultant shall demonstrate that it has relevant experience in performing projects of comparable scope. Each proposal shall be prepared concisely and avoid the use of elaborate promotional materials beyond those sufficient to provide a complete and accurate presentation.

Proposals shall include a fee proposal for completion of the work described with details regarding the proposer's technical approach and fee. The fee shall be a "Not-to-Exceed" fee based on hours billed by only technical personnel. All administrative and clerical costs shall be included in your billing rate or multiplier. The proposal must contain a task by task cost summary with estimated hours of effort, and adhere to the Towns proposed schedule for completion of the project. The proposal must include a project specific organizational chart and resumes of appropriate staff. The successful consultant shall identify similar projects and related experience in projects of similar scope.

Note that the following conditions apply to this RFP:

1. There is no express or implied obligation for the Authority to reimburse responding firms for any expenses incurred in preparing proposals in response to this RFP, and the Authority will not reimburse such expenses.

2. During the evaluation process, the Authority reserves the right, where it may serve the Authority's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements.
3. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Authority and the firm selected.
4. The Authority reserves the right, as best serves its interest, to change the due date for receipt of proposals.
5. The firm selected to perform the services requested in this letter will be required to execute an agreement with the Authority for the services on the Authority's standard form. The selected firm will be required to, to the fullest extent provided by law, defend and indemnify and hold harmless the Authority from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the firm. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the firm's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing shall create or give third parties any claim or right of action against the firm or the Authority beyond those provided by law.
6. In addition, the selected firm will be required to procure and maintain the following insurance coverage during the term of any such agreement with the Authority, and furnish certificates of insurance evidencing its procuring the following insurance policies with a carrier holding an "A" rating from AM Best Company, or its equivalent:
  - a. Commercial General Liability insurance covering the liability of the firm, and indemnifying and holding harmless the Authority, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Town shall be named as additional insured on said policy.
  - b. Professional Errors and Omissions insurance in the minimum of One Million Dollars (\$1,000,000). The Town shall be named additional insured in such policy.
  - c. Automobile Liability combined single limit of One Million Dollars (\$1,000,000). The Authority shall be named additional insured in such policy.
  - d. Excess Liability in the form of umbrella form of Four Million Dollars (\$4,000,000). The Authority shall be named additional insured in such policy.
  - e. Worker's Compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law §57(2); and
  - f. Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law §220(8).

## **Method of Selection of Awardee**

The Authority representatives will evaluate each proposal received with emphasis on the following factors:

Demonstrated relevant experience in performing projects of comparable value and scope to the work contemplated in this RFP	25%
Concept, methodology and approach	30%
Reasonableness of fees and costs	20%
Quality of project teams overall organizational strength	15%
References and reputation	10%

Notwithstanding any other provisions of this RFP the Authority reserves the right to select the proposal that best meets the requirements of the RFP and not necessarily the proposer proposing the lowest cost. Further the Authority reserves the right, for any or no reason and in its sole and absolute discretion to amend, in whole or in part, this RFP, withdraw or cancel this RFP, or to accept or reject any or all proposals prior to the execution of a contract with no penalty to the Authority.

## **Notice of Award**

The Authority shall inform the consultant that they have been selected by means of a Notice of Award issued pursuant to a resolution adopted by the Authority Board. Neither the selection of a Proposer nor the issuance of Notice of Award shall constitute a binding commitment on behalf of the Authority to enter into any contract with the Awardee, as any binding arrangement must be set forth in definitive documentation negotiated between and signed by the Awardee and the Authority.

## **Contract**

The Authority shall enter into contract negotiations with the Awardee. Contract negotiations will include the scope of services for the project. Fees shall be based upon the hourly rates and other information provided by the Awardee in their proposal. The Contract shall contain provisions substantially similar to those attached to this RFP. Proposers should understand that the final contract executed by the Authority may include other terms and conditions deemed necessary by the Authority.

Thank you for your interest in working with the Authority.

Sincerely,

Michael Kelly  
Executive Director/Commissioner



## STANDARD AUTHORITY TERMS AND CONDITIONS

1. Consultant as Professional Representative.

The Consultant shall serve as the Authority's professional representative in the execution of the work described in this Agreement and shall give consultation and advice to the Authority during the performance of the required services. The Consultant represents to the Authority that it is adequately staffed, skilled and experienced to perform the services required by this Agreement and further, that is duly licensed and qualified under the laws of the State of New York to perform these services.

2. Control of Services.

The Consultant's services shall at all times be subject to the direction and control of the Executive Director of the Authority (the "Executive Director"). The Executive Director's decision shall be final and binding upon the Consultant on all matters arising out of, in connection with, or relating to, this Agreement. To prevent all disputes and litigation, the Executive Director shall, in all cases, determine the amount, quality, acceptability and fitness of the work being performed under the provisions of this Agreement and shall determine every question which may arise relative to the Consultant's performance of the Agreement. The decision of the Executive Director shall be final, conclusive and binding upon the Consultant. This paragraph shall not operate as a waiver of the Consultant's right to litigate or to perform work under protest while reserving the right to litigate with respect thereto.

3. Required Services.

The Consultant shall undertake and complete such Services as more particularly set forth herein: \_\_\_\_\_ (the "Required Services").

The Consultant shall ascertain the applicable practices and requirements of the Authority, the New York State Department of Environmental Conservation, the United States Environmental Protection Agency and any other governmental agency having jurisdiction over the Services or the Authority's landfill prior to beginning any of the Services. All work required under this agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria and any special requirements.

4. Term.

Unless earlier terminated pursuant to Section 9 hereof, the term of this Agreement shall commence on \_\_\_\_\_, and shall expire upon the completion of the Required Services, unless sooner terminated in accordance with this Agreement. Notwithstanding the above, the Consultant shall not commence the Required Services unless a notice to proceed has been provided by the Executive Director.

5. Sub-Contracting.

In the event the Consultant desires to sub-contract for any of the services required by this Agreement, even though this may be an accepted and usual practice of the profession, the Consultant shall advise the Executive Director, in writing, as to the name and address of the proposed sub-consultant and the exact scope of the work the sub-consultant will perform. The Consultant shall not sub-contract with the sub-consultant until the Executive Director has given written approval of the sub-consultant and the work to be performed. All work by sub-consultants shall be performed at no additional cost to the Authority except as herein elsewhere stated in this Agreement. All sub-consultants shall be required to furnish the Authority with proof of insurance in the same manner and the amounts as required pursuant to Section 24 herein. All sub-consultants shall be required to comply with the applicable terms and conditions of this Agreement.

6. Compliance With Laws.

The Consultant shall comply with all Federal, State and local laws, rules and regulations, which apply to the work required by this Agreement. Consultant shall also be responsible for and will cause all persons employed upon the work, including its officers, employees, agents and sub-consultants to comply with all applicable laws, rules and regulations. Failure of the Consultant or its officers, employees, agents or sub-consultants to comply with such laws, rules and regulations shall be grounds for the immediate termination of this Agreement by the Authority. This Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

7. Certification.

By executing this Agreement, the Consultant and each person signing on behalf of the Consultant certifies, under penalty of law that the Consultant understands and agrees to comply with the terms and conditions of the Authority's storm water management program and agrees to implement any corrective actions identified by the Authority or a representative of the Authority. Consultant understands that the Authority must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") general permit for storm water discharges from Municipal Separate Storm Sewer Systems ("MS4's") and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. Further, Consultant understands that any non-compliance by the Authority will not diminish, eliminate or lessen Consultant's own liability.

8. Assignment.

This Agreement shall not be assigned in whole or in part without the prior written consent of the Authority.

9. Termination.

Notwithstanding any other provision of this Agreement allowing for termination due to failure of the Consultant to perform pursuant to the terms hereof, the Authority reserves the absolute right to terminate the services of the Consultant at any time. Termination shall be effective upon the service on the Consultant of a written notice of termination by certified mail from the Executive Director. Upon termination, the Authority shall pay for the services rendered by the Consultant to the date of termination in proportion of all services to be rendered and in accordance with the terms of this Agreement. Any and all work performed by the Consultant up to the point of termination shall become the property of the Authority and shall be delivered to the Executive Director.

10. Abandonment or Suspension of Work.

The Authority reserves the absolute right to abandon or suspend the work or services provided herein. The Consultant shall not be entitled to any compensation during the period in which work has been suspended; however, the Consultant shall be paid in accordance with Schedule 'B' for any work performed prior to the suspension. Rather, the Consultant's time for completing the required work shall be extended by the Authority by the amount of time as, in the opinion of the Executive Director, the Consultant has been delayed in such suspension. In the event of the abandonment of work, the Authority will pay the Consultant for the services rendered to the date of abandonment in proportion to all services rendered under this Agreement provided, however, that such compensation shall in no event exceed the amount the Consultant would be entitled to receive had the entirety of the Required Services (or any phase of the Required Services) been completed.

11. Public Information.

Consultant agrees not to cause or allow to be issued any news release to the public press in any way related to the work required by this Agreement. The Consultant further agrees not to make available to any member of the public any information relating to this Agreement without the prior written consent of the Executive Director. Consultant further agrees that it will not make speeches, engage in public appearances, publish articles or otherwise publicize the work under

this Agreement without the prior written consent of the Executive Director.

12. Confidentiality.

All information whether printed, written, or oral, furnished by the Authority to the Consultant shall be held in confidence and used only in connection with the performance of the services required by this Agreement.

13. Refusal to Testify.

If any person when called to testify before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a municipal department, or other municipal agency which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the State of New York, or any political subdivision thereof, a public authority, or with any public department, agency or office of the state, or of any political subdivision thereof, or of a public authority, refuses to answer any relevant question concerning such transaction or contract even though offered immunity against the use of his (its) answer and evidence derived therefrom in any subsequent criminal case in which he (it) is a defendant, then any such person or any firm, partnership, or corporation of which he (it) is a member, partner, director, or official shall be disqualified for a period of five years after such refusal from submitting bids to, receiving awards from, or entering into any contracts with the Authority of North Hempstead or any department or agency or official thereof. If such a person refuses to answer any relevant question as aforesaid, then this Agreement may be cancelled and terminated by the Authority without the Authority incurring any penalty or damages by virtue of such cancellation or termination. Any monies owed for goods delivered or work done prior to cancellation shall be paid.

14. Non-Discrimination.

The Consultant and any sub-consultant will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and the Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the words EQUAL OPPORTUNITY EMPLOYER shall appear in type twice as large as that used in the body of the advertisement.

15. Release.

The acceptance by the Consultant or any person claiming under the Consultant of any payment made on the final payment claim under this Agreement shall operate on and shall be a release to the Authority from all claims and liability to the Consultant, its successors, legal representatives and assigns, for any compensation or reimbursement for services rendered or work performed under or by the provisions of this Agreement.

16. Standard Practices.

16.1 Any and all reports prepared under this Agreement shall be of 8½" x 11" format with the 11" dimension being the vertical size. Cover and binding shall be as agreed upon by the Authority. Oversize exhibits (if required) shall be foldouts or shall be contained within a "Pocket" bound into the report.

16.2 Reports shall be in a format required by the United States Environmental Protection Agency and the New York State Department of Environmental Conservation.

16.3 The Authority will:

16.3.1 Provide the Consultant, when requested, with complete information concerning the requirements of the Project.

16.3.2 Provide legal access for the Consultant to enter upon public and private lands as required for the Consultant to perform such work and inspection of the Project.

16.3.3 Give thorough consideration to all the Consultant's requests and proposals and shall inform the Consultant of all decisions within a reasonable time.

16.4. The foregoing practices may be supplemented or modified, in writing, by the Executive Director.

16.5. Notwithstanding any of these provisions, the Consultant shall, in all cases, conform to any special requirements of other government agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like.

16.6. Copies of all correspondence received and sent by the Consultant relative to this work shall be provided to the Executive Director.

17. Claims or Actions.

In the event that any claim is made or any action brought on any aspect other than the design concept of a construction contract in any way relating to the plans and specifications drawn by the Consultant, the Consultant will diligently render to the Authority any and all assistance, which the Authority may require of the Consultant. None of the above shall be deemed in any way a waiver of the Consultant's responsibility for the information provided by his (its) plans, specifications and work.

18. Non-Liability of Appropriating Agency.

The Consultant's compensation shall be paid by the Authority out of such monies appropriated by the Authority for the purposes herein provided. Members of any board, any other officer or agent duly authorized to act for and on behalf of the Authority shall not, by virtue of such authority or action, be personally liable in any manner whatsoever to the Consultant.

19. Copyright or Patent Infringement.

The Consultant shall defend all actions or claims alleging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by the Consultant. Consultant shall hold harmless the Authority from all loss or damage resulting from any action or claim alleging infringement or any copyright or patent providing further that the Authority, within fifteen (15) days after receipt of any notice of infringement, shall have forwarded the same to the Consultant, in writing, by certified mail. All work done by the Consultant for the Authority shall be deemed a "Work for Hire" and all patents, copyrights, and intellectual property rights shall belong to the Authority and the Consultant shall, from time to time, execute any documents that are reasonably requested by the Authority to vest all such rights in the Authority to the drawings, plans, specifications, concepts, models and other work or materials created by Consultant in furtherance of the Project.

20. Laboratory Work.

Any and all testing work required under this Agreement shall be subject to the approval of the

Executive Director prior to undertaking any such testing program.

The Executive Director will determine if it is in the best interests of the Authority to use the facilities of private testing laboratories or those of public agencies such as the Nassau County Department of Public Works, or a combination of both.

The Consultant shall review the testing results and shall state, in writing, that they are acceptable or unacceptable.

If private testing laboratories are used, the Consultant shall process the claims for payment and shall submit his (its) certification that the amount of the claim is reasonable and proper.

21. Change Orders.

In any instance involving the Consultant's change orders to contractors, the Consultant is required to obtain written authorization from the Executive Director as to the details and cost of the proposed change order prior to authorizing the contractors to proceed with the work provided for under the change order. In those instances, when the Consultant must issue a change order on an emergency basis, the Consultant shall contact the Executive Director as soon as reasonably practical to obtain the Executive Director's authorization to proceed with the work required by the change order and the Consultant shall certify to the Executive Director the reason and basis for such emergency, that the Consultant, by error or omission, had not caused such emergency and that reasonable efforts were made to obtain authorization for such change from the Executive Director. The authorization shall be confirmed in writing.

22. Consultant Liability.

A. To the fullest extent permitted by law, the Consultant:

Shall be solely responsible for and shall indemnify and hold harmless the Authority, and its officers, employees, agents, and servants (collectively, the "Indemnified Parties"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorney's fees and disbursements), and damages (collectively "Losses"), including Losses attributable to acts or omissions of the Consultant or any employee, servant, agent, or sub-consultant of the Consultant (the "Consultant's Agent"), arising out of or in connection with this Agreement, including Losses incurred in connection with any investigation, litigation or other proceeding, or preparing a defense to or prosecuting the same; except, however, that the Consultant shall not be held liable when an occurrence results solely from the negligence of the Authority.

Shall, upon the Authority's demand and at the Authority's direction, promptly and diligently defend, at the Consultant's sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more of the Indemnified Parties and which arise out of the negligent performance of the Consultant, or its sub-consultants, in connection with this Agreement, and the Consultant shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

Shall, and shall cause Consultant's Agents to, cooperate with the Authority in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of on in connection with this Agreement.

B. The obligations of the Consultant pursuant to this Section shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

C. Nothing in this Section or elsewhere in this Agreement shall create or give to third parties any claim or right of action against the Authority beyond that which legally exist regardless of the provisions of this Agreement.

- D. The Consultant's indemnification obligation hereunder shall survive the expiration or termination of this Agreement.
- E. Negligent performance of service within the meaning of this provision shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious or patent errors in the progression of work. Nothing in the provision or in this agreement shall create or give the third parties any claim or right of action against the Consultant or the Authority beyond such as may legally exist irrespective of the provision of this agreement.

23. Insurance.

Consultant agrees to procure and maintain, with a New York State admitted carrier holding an "A" rating from AM Best Company or equivalent, the following insurance policies during the term of this Agreement and furnish certificates of insurance evidencing its procuring of said policies:

- A. Commercial General Liability insurance from a New York State admitted carrier covering the liability of the Consultant including Contractual insurance defending, indemnifying and holding harmless the Authority, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of this Agreement with a general aggregate (bodily injury/property damage) of TWO MILLION (\$2,000,000.00) DOLLARS and each occurrence of ONE MILLION (\$1,000,000.00) DOLLARS. The Authority shall be named additional insured in such policy.
- B. Professional Errors and omissions insurance in the minimum of ONE MILLION (\$1,000,000.00) DOLLARS. The Authority shall be named additional insured in such policy.
- C. Worker's Compensation Insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers Compensation Board pursuant to the State Workers' Compensation Law §57(2).
- D. Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers Compensation Board pursuant to State Workers Compensation Law 220(2).

At the time of execution of this Agreement, the Consultant shall furnish the Authority with certificates of insurance evidencing the required coverage. All certificates of insurance shall provide that the policies shall not be changed or cancelled unless thirty (30) days prior written notice is given to the Authority and the Executive Director.

24. Payments to Consultant.

In consideration of the services to be performed under this Agreement, the Authority agrees to pay the Consultant an amount not to exceed \_\_\_\_\_ (the "Contract Amount").

The Consultant agrees that the Contract Amount shall constitute full and complete payment for the Required Services rendered. In the event that the Consultant incurs costs in excess of the Contract Amount, the Consultant will not be paid or reimbursed for such costs by the Authority and shall not have no claim against the Authority for such costs and/or expenses. Payments to the Consultant shall be subject to the submission of invoices and claim forms (on the Authority's standard form) to the Authority and audit and approval by the Authority's Assistant Treasurer. The Executive Director or the Assistant Treasurer may request, and the Consultant shall provide,

such documentation as the Executive Director or the Assistant Treasurer deem necessary in order to review any claim.

25. Extra Work.

If the Consultant is of the opinion that any work that the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Consultant shall promptly notify the Executive Director of that fact, in writing. The Executive Director shall be the sole judge as to whether or not such work is beyond the scope of this Agreement and constitutes extra work. In the event the Executive Director determines that the work constitutes extra work, the Authority shall provide extra compensation to the Consultant upon a fair and equitable basis except the Consultant shall not commence the extra work until authorized to do so in writing by the Authority. The Executive Director may direct the performance of any work during the pendency of his deliberations and the Consultant shall perform such work pending a determination by the Executive Director.

26. Ownership of Documents.

All completed original tracings and the original master specification sheets shall constitute the property of the Authority but may, during the course of the performance of the work required by this Agreement, remain in custody of the Consultant unless otherwise directed by the Executive Director. In the event of any revisions in specifications or original drawings, the Consultant shall submit two (2) revised copies to the Executive Director.

27. Surrender of Documents.

Upon termination or completion of this Agreement, the Consultant shall surrender, within fifteen (15) days to the Executive Director, all data, reports, maps, surveys, material specifications, contacts, budgets, salary schedules, time records, plans, tracings, sketches, charts, photographs and exhibits prepared, developed or kept in connection with or as a part of this project. This section does not apply to any records or documents pertaining to the operation of the Consultant's business. The Consultant may retain in its possession copies of those records or documents, which it considers necessary for proof of performance.

28. Patentable Rights.

Any patentable result arising out of this Agreement as well as information, designs, specifications, know how, data and findings arising out of the work of this project shall constitute the exclusive property of the Authority.

29. Taxes, Royalties and Expenses.

The Consultant shall pay all taxes, royalties and expenses incurred in connection with the services under this Agreement, except as otherwise provided in the payment provisions.

30. Covenant Against Contingent Fees.

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage or brokerage.

31. Independent Contractor.

The Consultant, in accordance with his status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable

to an officer or employee of the Authority, including but not limited to, Workmen's Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit. The Consultant shall not engage, on a full time or part-time or other basis during the period of this Agreement, any professional or technical personnel who are or have been at any time during the period of the Agreement in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or Authority except regularly retired employees, without the consent of the public employer of such person.

32. Errors or Omissions in Plans

The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services. Neither the Authority's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to the Authority in accordance with applicable law for all damages to the Authority caused by the Consultant's negligent performance or breach of contract of any of the services furnished under this contract. The rights and remedies of the Authority provided for under this contract are in addition to any other rights and remedies provided by law.

33. Inspection of the Consultant's Work and Records.

The Consultant shall provide all labor, technical and engineering services, all materials such as prints, paper and the like necessary to complete the work, except as otherwise provided herein. The Consultant shall furnish the Authority with copies of any studies, design information, cost analysis or other information upon request, which data shall become the property of the Authority, and hold the Consultant's work and records open at all times to the inspection of the Authority.

The duly authorized representatives of the Authority and on Federally aided projects, representatives of the New York State Department of Transportation and the Federal Highway Administration, shall have the right at all times to inspect the work of the Consultant.

The Consultant shall retain all books, documents, papers, accounting records and other evidence pertaining to cost incurred for a minimum period of six (6) years after final settlement and shall make them available for inspection and audit by the Authority.

34. Amendments and Modifications.

This Agreement may only be amended or modified by a written document duly executed by the Authority and the Consultant in the same manner as this Agreement. All duly executed amendments and modifications shall not be invalid or unenforceable because of lack of consideration.

35. Merger.

All understandings and agreements previously had between the parties are merged into this Agreement, which fully and completely contains the entire terms of the Agreement. Both the Consultant and the Authority have entered into this Agreement after full investigation and neither party has relied upon any statement or representation not embodied with this Agreement.

36. Severability.

If, for any reason, any terms or provisions of this Agreement shall become or be declared void, illegal and of no effect or superseded by any modification or amendment, all the remaining terms and provisions of this Agreement shall continue in full force and effect.

37. Waiver.



The failure of the Authority to require performance by the Consultant of any provision hereof shall in no way affect the right of the Authority to enforce such provision. Waiver by the Authority of any breach of any provision hereof shall not be construed a waiver of any succeeding breach of such provision of any other provision of this Agreement.



# SWMA

## TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY

802 WEST SHORE ROAD • PORT WASHINGTON • NY 11050

Telephone (516) 767-4634 • Fax (516) 767-4609

*Chair*

JUDI BOSWORTH

*Board Members*

VIVIANA L. RUSSELL  
PETER J. ZUCKERMAN  
ANGELO P. FERRARA  
VERONICA LURVEY  
LEE R. SEEMAN  
MARIANN DALIMONTE

*Executive Director*  
Michael Kelly

March 18, 2020

Re: **Addendum to this** Request for Proposals  
Professional Engineering Services associated with the design and construction of a Baler System  
at the North Hempstead Transfer Station  
999 West Shore Road  
Port Washington, NY 11050  
**ADDENDUM to SWMA Project No. SWMA-0001-2020: Design of Baler System for Disposal  
and Storage at the North Hempstead Transfer Station**

To Whom It May Concern:

The Town of North Hempstead Solid Waste Management Authority (the "Authority") is issuing this **Second Addendum** to the Request for Proposal ("RFP") for engineering, design and construction of a Baler System to be installed at North Hempstead Transfer Station.

The RFP is modified as set forth in this Addendum. The Respondent shall take this Addendum into consideration when preparing and submitting its proposal.

**Submittal Deadline:**

- The Proposal submittal deadline has been changed as noted. All submissions will be submitted by regular or overnight mail only. The Authority has extended the deadline to Friday, April 24<sup>th</sup> 2020.

**Drawings of the North Hempstead Transfer Station:**

- The Authority will be mailing flash drives with drawings to the vendors who came to the Pre-Proposal meeting, or others that request it. Please contact Marshah-Reaff Barrett at [barrettm@northhempsteadny.gov](mailto:barrettm@northhempsteadny.gov) to provide your address to receive a flash drive.

**End of Addendum**



# SWMA

## TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY

802 WEST SHORE ROAD • PORT WASHINGTON • NY 11050

Telephone (516) 767-4634 • Fax (516) 767-4609

Executive Director  
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VIVIANA L. RUSSELL  
PETER J. ZUCKERMAN  
ANGELO P. FERRARA  
VERONICA LURVEY  
LEE R. SEEMAN  
MARIANN DALIMONTE

April 21, 2020

Re: **Addendum to this** Request for Proposals  
Professional Engineering Services associated with the design and construction of a Baler System  
at the North Hempstead Transfer Station  
999 West Shore Road  
Port Washington, NY 11050  
**ADDENDUM to SWMA Project No. SWMA-0001-2020: Design of Baler System for Disposal and  
Storage at the North Hempstead Transfer Station**

To Whom It May Concern:

The Town of North Hempstead Solid Waste Management Authority (the "Authority") is issuing this **Third Addendum** to the Request for Proposal ("RFP") for engineering, design and construction of a Baler System to be installed at North Hempstead Transfer Station.

The RFP is modified as set forth in this Addendum. The Respondent shall take this Addendum into consideration when preparing and submitting its proposal.

### Submittal Deadline:

- The Proposal submittal deadline has been changed as noted. All submissions will be submitted by regular or overnight mail only. The Authority has extended the deadline to 4pm Friday, May 1<sup>st</sup> 2020.

### Response to Questions:

#### Questions (answers in bold):

1. Will the Authority provide specifications/drawings regarding the current fire protection system? The proposed baling system will likely require additional fire protection measures.
  - a. **Drawings were provided via USB.**
  - b. **The vendor should give The Authority proposals on fire system proposals for the building.**
2. Will the Authority provide an attendance list from the Pre-Proposal Meeting on February 28?
  - a. **We will be providing that list of attendance**

3. Will the Authority provide a one-line diagram of the existing electrical service?
  - a. **Drawings were provided via USB**
  
4. The RFP states that proposals must “adhere to the Towns proposed schedule for completion of the project” (pg. 2 – “Requirements”). No proposed schedule is included in the RFP. Will the Authority provide their proposed schedule?
  - a. **The vendor will propose and coordinate a schedule to The Authority**
  
5. Will the Authority provide drawings of the existing transfer station and site drawings?
  - a. **Drawings were provided via USB**
  
6. Does the Scope of Services include coordination of any equipment vendor operation and maintenance training required?
  - a. **Yes, the vendor will coordinate equipment operation and training**
  
7. Does the Scope of Services include assembling red-lined drawings from the construction contractors and submission of a Record Drawing set to the Authority?
  - a. **Yes, the vendor will review and approve (in conjunction with The Authority) and submit Record Drawing to The Authority**
  
8. Does the Scope of Services include review of equipment vendor IOM manuals assembling bound IOM manual sets for the Authority?
  - a. **Yes, the vendors will provide sets of manuals to The Authority.**
  
9. Since it is likely a new service upgrade is required, should the Consultant include the costs for interconnection and designing the new service?
  - a. **Yes, the Consultant should include cost for interconnection and designing the new service.**
  
10. Confirm building permits would be secured by the contractors?
  - a. **If permits are required, they should be secured by the contractors. However, proposers should include in their proposals services associated with obtaining any required permits.**
  
11. Regarding the level of collaboration the Authority would like to have, please advise how many design review meetings should the Consultant assume?
  - a. **The consultant should propose the number of design review meetings with a certain number of meetings built into the overall services cost. The proposer should also provide a cost for any additional meetings.**

12. Please confirm that for design review meeting, the Consultant should have attend with all the subject matter professionals to cover the foundation, process, electrical, architectural considerations fully so the meetings are efficient, productive and efficient.
- a. **The proposer should assume that initial design meetings should include all professionals, and that later meetings are scaled down to those professionals relevant to remaining issues.**
13. Will the Authority conduct interviews after receipt of the proposals, to meet the project team members and gain further understanding of the proposal?
- a. **After receipt and review of the proposals, the Authority will decide if any interviews are necessary.**
14. Can the Authority provide Transfer Station Operation and Maintenance Manual?
- a. **The Authority will provide this via email**

### **SWMA-0001-2020 Baler System Pre-Proposal Meeting.**

#### **Companies and Representatives Attended:**

- RRT Design & Construction
  - Jack Thompson
    - 631-756-1060 ext. 106
    - [jthompson@rrtenviro.com](mailto:jthompson@rrtenviro.com)
  - Ryan Lawlor
    - 631-756-1060 ext. 104
    - [rlawlor@rrtenviro.com](mailto:rlawlor@rrtenviro.com)
  - 1 Huntington Quadrangle Suite 3501 Melville NY 11747
- BE Equipment Inc.
  - Jonathan Mann
    - 1775 Wentz Road Quakertown PA 18951
    - 262-549-2330
    - [Jonathan.mann@beequipment.com](mailto:Jonathan.mann@beequipment.com)
- D&B Engineering
  - Ted Pytlar
    - 330 Crossways Park Woodbury NY 11797
    - 516-364-9890
    - [tpytlar@db-eng.com](mailto:tpytlar@db-eng.com)
- Cameron Engineering & Associates LLP
  - Steve Hadjiyane
    - 177 Crossways Park Drive Woodbury NY 11797
    - 516-224-5201
    - [shadjiyane@cameronengineering.com](mailto:shadjiyane@cameronengineering.com)
- LKB Consulting Engineers
  - Paul Lappano
    - [plappano@lkbinc.com](mailto:plappano@lkbinc.com)
  - Theresa Heneveld
    - [theneveld@lkbinc.com](mailto:theneveld@lkbinc.com)
  - Shahnaz Karim
    - [skarim@lkbinc.com](mailto:skarim@lkbinc.com)
  - 1 Aerial Way Syosset NY 11791

- 516-938-0600
- Cashin Associates
  - Paul DiMaria
    - 1200 Veterans Memorial Highway Hauppauge NY 11788
    - 631-348-7600
    - [Pdimaria@ca-pc.com](mailto:Pdimaria@ca-pc.com)
- Omni Recycling of Westbury Inc.
  - Brad Slover
    - 7 Portland Avenue Westbury NY 11590
    - [Bslover@omnirecyclingwestbury.com](mailto:Bslover@omnirecyclingwestbury.com)

**End of Addendum**



**NORTH HEMPSTEAD RESOURCES, INC.**  
**Town of North Hempstead**  
**Municipal Solid Waste Transfer Station**  
**Port Washington, New York**

**FACILITY**  
**OPERATION AND MAINTENANCE**  
**MANUAL**

**APRIL 7, 1993**



11.0 SAFETY PLAN	.....	27
12.0 WASTE INSPECTION AND CONTROL PLAN.....		28
13.0 CLOSURE PLAN	.....	29
13.1 Prevention of Adverse Environmental or Health Impacts	.....	29
13.2 Steps Necessary to Close the Facility	.....	29
13.3 Year of Closure	.....	30
13.4 DEC Notification	.....	30
13.5 Final Removal of all Solid Waste	.....	30
13.6 Closure Deadline	.....	30
13.7 Engineer's Certification	.....	31

- Figure 1 Transfer Station Project Components
- Figure 2 Facility Organizational Chart and Staffing Plan
- Figure 3 Traffic Flow Plan
- Figure 4 Waste Flow Diagram
- Figure 5 Evacuation Plan

- Exhibit 1 Vehicle Excessive Noise Form
- Exhibit 2 Temporary Scale Record Form
- Exhibit 3 Employment Application
- Exhibit 4 Job Descriptions

Appendix A Contingency Plan



## TABLE OF CONTENTS

### INTRODUCTION

1.0 ROUTINE OPERATIONS PROCEDURES .....	1
1.1 Project Administration .....	1
1.2 Transfer Station Operators .....	2
1.3 Transportation Operations .....	3
1.4 Description of Routine Operations Procedures .....	3
1.5 Resident Drop Off Area .....	5
2.0 FACILITY AND PERSONNEL PROTECTION .....	6
2.1 Training .....	6
2.2 Equipment and Uniforms .....	6
2.3 Locker Storage .....	7
3.0 NOISE, LITTER, ODOR AND VECTOR CONTROL.....	8
3.1 Noise .....	8
3.2 Litter .....	9
3.3 Odor .....	10
3.4 Vectors .....	10
4.0 NON-ROUTINE OPERATIONS PROCEDURES .....	12
4.1 Scale House Truck Scales .....	12
4.2 Wheel Loader .....	12
4.3 Transfer Trailer .....	13
4.4 Inadvertently Accepted Unacceptable Waste .....	13
4.5 Power Outage .....	13
4.6 Notification .....	14
5.0 FACILITY SHUTDOWN PROCEDURES .....	15
5.1 Scale House .....	15
5.2 Transfer Station and C&D Processing Buildings .....	15
5.3 Site .....	16
6.0 SECURITY .....	17
7.0 INSPECTION PLAN .....	18
8.0 MAINTENANCE PLAN .....	21
8.1 Purpose .....	21
8.2 Personnel .....	21
8.3 Training .....	21
8.4 Incident Prevention .....	21
8.5 Malfunction Prevention .....	22
8.6 Spare Parts Inventory .....	22
8.7 Anticipated Repairs .....	22
8.8 Record Keeping .....	22
8.9 Maintenance Schedule .....	23
9.0 FACILITY STAFFING PLAN .....	24
10.0 TRAINING PLAN .....	25

## INTRODUCTION

The North Hempstead Resources, Inc. (NHRI) Municipal Solid Waste Transfer Station is a facility designed in accordance with State of New York requirements for the receipt and transfer of Municipal (Commercial and Residential) solid waste, Construction and Demolition debris (C&D), Yard Waste, and commingled recyclables generated within the Town of North Hempstead, New York.

This Operation and Maintenance Manual has been developed to comply with New York State Department of Environmental Conservation (NYS DEC) requirements and will serve as a guide for all personnel involved in facility operations. It provides basic facility information data and will be provided to all employees as part of the employee training program.

## 1.0 ROUTINE OPERATIONS PROCEDURES

Figure 1, PROJECT COMPONENT CHART, indicates that the Transfer Station project consists of three major components:

Project Administration

Facility Operations

Transportation Operations

Procedures for operation of each major component are outlined as follows:

### 1.1 Project Administration

This component of the project has two office locations as follows:

North Hempstead Resources, Inc.  
1114 Avenue of the Americas, 30th Floor  
New York, NY 10036  
Phone No. (212) 840-2890  
FAX No. (212) 840-0533

North Hempstead Resources, Inc.  
999 West Shore Road  
Port Washington, NY 11050  
Phone No. (516) 621-4646  
FAX No. (516) 621-4758

The New York Office will act as the comptroller for the project. The office will be equipped with a computer terminal tied directly to the on-site scale computer system. A full time clerk will be responsible for daily monitoring and record keeping for the following:

Waste Quantities Received and Transferred  
Commingled Quantities Received and Transferred  
Revenue Receipts and Billing Statements

Deposits to Corporate Account  
Payroll Expenses  
All other Project Expenses

In addition, the New York Office will manage all outside professional services, including, but not limited to:

C.P.A. Auditing Services  
Legal Services  
Engineering Services

The North Hempstead Office will be located on the second floor of the Transfer Station building. This office will house the on-site administrative employees including:

Plant Manager  
Administrative Assistant  
Foreman

The on-site office staff will manage the Transfer Station and transportation components serving the project on a daily basis. Administrative services will be provided to cover two basic areas:

Personnel  
Clerical - Recordkeeping and Reporting

Figure 2 presents the Facility Organization Chart and Staffing Plan.

## 1.2 Transfer Station Operations

Operation of the Transfer Station requires private haulers and municipalities to deliver acceptable waste to the Transfer Station using approved traffic routes (Figure 3). All waste hauling firms using the Transfer Station shall be notified in writing of the required traffic routes. Once trucks containing waste arrive on site, the following operations will be performed.

- A. Weighing of incoming loads by use of computerized scales.
- B. Directing of trucks to the appropriate tipping floor.
- C. Unloading of waste onto the appropriate tipping floor.
- D. Inspection of waste as unloaded on tipping floor.
- E. Loading of waste into open top transfer trailers for shipment. Figure 4 shows the destination of each type of waste received at the transfer station.



- F. Leveling and tarping the loads.
- G. Weighing of out-going trailers, for official records by the out-going computerized scale.
- H. Daily facility inspection, maintenance and housekeeping.

### 1.3 Transportation Operations

The principal elements of this component are:

- A. NHRI owned and operated tractor rigs and roll-off tractor that move trailers and roll-offs on-site.
- B. The STAR and BSSI fleet transfer all material from NHRI to BRCI or appropriate disposal facility.

### 1.4 Description of Routine Operations Procedures

The Transfer Station Organizational Chart and Staffing Plan is included as Figure 2. This indicates all personnel required for operation and maintenance of the Transfer Station facility. The Transfer Station shall receive waste between the hours of 7:00 A.M. and 4:30 P.M., Monday through Friday, and 7:00 A.M. through 2:30 P.M., Saturdays.

All waste hauler and transfer truck drivers will have been advised of the Approved Traffic Routing Plan required to be used to access and egress the facility (See Figure 3). Incoming trucks shall use the access lane and main entrance gate to gain access to the roadway which leads to the scales. This gate is used as a one-way entrance only. A guard house is located along the main entrance roadway. The guard shall monitor all incoming vehicles. The roadway leading to the scales is capable of handling two lanes of one-way traffic. As a rule, one lane and scale will be used for inbound trucks, the other lane and scale will be used for outbound trucks. However, both scales are available for either inbound or outbound trucks as the need may arise. A by-pass lane west of the outbound scale lane exists for employees and visitors.

Upon arriving at the Transfer Station, refuse trucks will proceed to the scale house to be weighed and to obtain a weight/identification ticket. At no time will trucks be queuing on public roads. Noise levels of incoming vehicles will be measured on a random basis to determine compliance with on-site noise requirements of 80 dB(A) at 50 feet, from a designated area. Trucks not meeting the standard will be given a written notice and will not be permitted to re-enter the facility until appropriate repairs are made to assure compliance with Noise Regulations.

Inbound trucks after crossing the scale shall enter the roadway area south of the resident drop-off area. This roadway heads in a southeasterly direction towards the new tipping and transfer building. From this roadway trucks can access either the yard waste area, the drive through tunnel or the new tipping and transfer building. Carter packer trucks and transfer trailers shall use this roadway. Trucks unloading yard waste shall do so in the yard waste area. Trailers using the loadout tunnel shall enter on the north side and shall be loaded via front end loader in the tunnel, then tarped. Packer trucks and trailers entering the new tipping and transfer building shall enter the building from either the east or south end of the building.

The Weigh Master will be in radio contact with the Floor Traffic Coordinator and appropriate equipment operators. The collection vehicles will back into the designated location and the driver will give the ticket to one of the Spotters stationed on the tipping floor. The Floor Spotter will observe the unloading of the truck, specifically looking for undesirable materials and extra charge items. The Floor Spotter will mark appropriate changes on the ticket and return it to the driver. Floor Spotters are specifically trained in the identification of waste types and identification of potentially hazardous and unacceptable wastes.

After the tipping and transfer operations in the new tipping and transfer building and tunnel have occurred, trucks shall move in a southerly direction onto the roadway which join together along the south end of the site. These roadways merge in the vicinity of the main entrance. The roadway leads back to the scales. Outbound truck drivers shall turn in their tickets to the scale operator and weigh on the outbound scale. Trucks turn left after leaving the scale house and exit via the main exit gate.

Any hazardous or suspicious waste identified at the time of unloading will be placed in the designated storage area for appropriate handling and disposal. Refer to the Contingency Plan, Appendix A herein, for procedures in the event of emergencies and unauthorized material control. NYS DEC and Town of North Hempstead Solid Waste Management Authority (SWMA) shall be notified by telephone. Once this waste is isolated, routine transfer operations shall continue as normal. This waste shall be removed as soon as possible by an individual authorized to transport such waste to an appropriate disposal facility per the procedures of the contingency plan.

Acceptable waste on the tipping floor shall be transferred to the loadout tunnel and loaded into open top, live bottom trailers stationed in the tunnel. Wheel loaders with light material buckets will be used to load waste into the trailers.

A Traffic Coordinator stationed at the load out area coordinates transfer trailer traffic flow and loading. Truck tarpers shall cover all loads inside the tunnel immediately after the trailers are loaded. No trailer shall be permitted to leave the site without a tarp covering the load.

At the end of each operating day, the tipping floors and all open paved areas shall be cleaned using the floor scrubber.

Tipping floor personnel, weigh master, traffic coordinators, office personnel and the guard shall be equipped with 2-way radios to facilitate on-site communications.

A guard service shall provide on-site security 24 hours a day, seven days a week.

#### 1.5 Resident Drop Off Area

Residents of the Town of North Hempstead can bring recyclable bottles and cans, tires, motor oil, rubbish, C & D wastes, yard wastes and white goods to the Resident Drop Off Area located on the north end of the site. Each of these items are deposited into roll offs or other containers located in the area. The Resident Drop Off Area is open only on Saturdays and Sundays from 7:30 A.M. to 3:30 P.M.



## 2.0 FACILITY AND PERSONNEL PROTECTION

### 2.1 Training

All employees will receive on-site training in order to acquaint them with the potential problems and emergencies that can arise in the operation of the Transfer Station. During training each employee will be given specific instructions on OSHA Rules and Procedures. The procedures to be followed in case of emergencies as outlined in the Contingency Plan shall be outlined and reviewed periodically throughout the year. This O&M Manual will serve as the basis for the personnel training program as outlined in Section 10.

### 2.2 Personnel Equipment

All employees will be provided an allowance for Safety Shoes and Hard Hats before being allowed to commence work. Uniforms will be provided in order to easily distinguish plant employees from visitors and collection vehicle drivers. Protective safety gear will be maintained on-site for use in the event of accidental receipt of any hazardous substance and other emergencies.

A list of equipment and supplies maintained on-site is as follows:

Work Gloves & Rubber Gloves

Goggles

Ear Muffs

First Aid Kits

Eye Wash Station

Showers

Safety Vests

Hard Hats

Rain Gear



Flashlights

Fire Extinguisher-6 pound size

### 2.3 Locker Storage

All on-site employees will be provided a locker in the first floor locker room area for safekeeping of each employee's personal belongings.

### 3.0 NOISE, LITTER, ODOR AND VECTOR CONTROL

#### 3.1 Noise

Noise is emitted by several sources. For purposes of this Manual they will be grouped into two categories: refuse collection vehicles and Transfer Station vehicles. Noise control measures for each category are described as follows:

Refuse Collection Vehicles - Refuse collection vehicles will be monitored as they enter the site on a random basis. Periodically, a designated employee will stand in an area along the roadway near the inbound truck scale to monitor noise. (50 feet from truck scale)

- o The Sound Level Meter owned and maintained by Transfer Station is a Realistic Model No. 33-2050.
- o This employee will calibrate the noise meter in accordance with the manufacturer's instructions.
- o Noise readings will be observed as collection vehicles approach the inbound truck scale.
- o Vehicle owner and ID number will be observed.
- o If readings are less than 80 dBA, the meter reader will direct the scale operator to allow the vehicle to proceed to the Transfer Station.
- o If readings are greater than 80 dBA, the meter reader will check whether this is the first time for the specific truck to exceed the noise limitation. Actions:
  - a. If a first offense, the driver will be issued a warning notice. After receiving this notice, the vehicle will proceed to the Transfer Station. A copy of the notice will be mailed to the vehicle owner. A record will be maintained.
  - b. If a second offense, the truck driver will not be permitted to unload refuse at the Transfer Station. The vehicle will be directed to exit from the site and not return until appropriate repairs have been made.

- c. In either case, the meter reader will enter the date, ID number, dBA reading, and other data onto a Vehicle Excessive Noise Data Form (Exhibit 1). Records of all data and notices will be maintained by the Transfer Station office.

Transfer Station Vehicles and Equipment - Transfer Station vehicles and equipment expected to create noise include truck tractors, wheel loaders, utility truck, and sweeper. If noise levels are approaching 80 dBA at the test point (50 feet), mufflers, exhaust silencers, and other exhaust system components will be replaced as required to maintain all vehicles within the noise limitations specified by NYS DEC. Records of tests conducted on Transfer Station vehicles and equipment will be maintained by the facility office.

### 3.2 Litter

Litter control will be exercised through preventative and routine operational measures using Best Management Practices.

- o Incoming roll-off vehicles and trailers will not be permitted to remove tarpaulins, covers, or other closures prior to entering the tipping building.
- o Incoming packer trucks (front loader, side loader, rear loader) will not be permitted to have turnbuckles or tail gate unlatching mechanisms loosened or opened prior to entering the tipping building.
- o Roll-off vehicles and packer trucks will be directed to return the tilt frame/tailgate to the normal position while within the tipping building to minimize the effects of wind and the potential for wind-blown litter.
- o Transfer trailers and roll-off containers will have tarpaulins placed over their tops immediately after they have been loaded.
- o Wheel loaders working on the tipping floor will keep solid waste away from door openings to prevent windblown litter.

- o Waste spillage from the loading of transfer trailers in the loadout tunnel shall be cleaned up using the front end loader after the loading of at least every other truck. In the event a spillage of significant proportions occurs in the tunnel, the tunnel shall be cleaned immediately.
- o A street sweeper will be used on a daily basis to sweep the on-site roadways and tipping floors. A Litter Control Officer is assigned responsibility for inspecting the site boundary wall line daily or as necessary and retrieve litter as required. Litter will be placed in a bag or container and transported to the tipping floor for loadout.

### 3.3 Odor

Odor will be controlled largely through the routine daily transfer of waste out of the facility (in transfer trailers) through good housekeeping practices, and use of an air quality control atomizing system. All refuse handling facilities normally have a residual odor, but this will be kept to a minimum through the following practices:

- o By transfer of all acceptable waste the same day it is delivered.
- o When a choice can be made for loading out a trailer of putrescible refuse (household or restaurant refuse, for example) instead of a less odiferous type of waste (dry commercial waste, for example), the putrescible waste will be loaded out first.
- o Daily sweeping and cleaning of the facility tipping floor will keep odors to a minimum.
- o If odor becomes a noticeable problem during certain time periods, a sweeping compound (Odorid, Odor Control Granules, Sunshine Chemical Specialties, Cherry Hill, New Jersey, or equal) will be distributed on the tipping floor by a broad cast-type spreader at the end of the work day after the tipping floor and tunnel floor have been swept and cleaned.
- o In addition to these procedures, an air quality control atomizing system (Herrmidifier/Aireactor, Inc.) shall be installed to control odors (This system is currently used successfully at the Commercial/Residential Facility in Babylon, NY.).

### 3.4 Vectors

Vectors will be controlled primarily through good housekeeping practices and no storage of unprocessed refuse overnight (except on an emergency basis). A vermin control program is to be developed and directed by a qualified firm. This will provide a continuing control and prevention program. The program as well as application of any pesticides will be by qualified personnel as set forth by the New York Pesticide Control Code.



## 4.0 NON-ROUTINE OPERATIONS PROCEDURES

Procedures for operating the Transfer Station when equipment becomes temporarily inoperable are presented as follows:

### 4.1 Scale House Truck Scales

- o If the scale computing equipment becomes inoperable, the "Scale Operator" will contact the "Transfer Station Foreman", and/or "Plant Manager" to report the malfunction and take appropriate steps to repair the equipment.
- o During the time until the computing equipment becomes operational, the "Weigh MasterScale Operator" will manually enter the vehicle ID number, truck size (roll-off container size) and vehicle weights from the truck scales onto the "Temporary Scale Record Form" (Exhibit 2).
- o If the scale equipment can not be returned to working order by in-plant personnel, the scale maintenance contractor will be contacted for an emergency service call to the site.
- o If there is a power outage, the Weigh Master will start the scalehouse emergency generator. The scalehouse will be operated with the emergency generator.
- o In the event of malfunction of either the in-bound truck scale or out-bound scale, traffic may be re-routed to utilize the one remaining scale in operation. The Traffic Controller will be responsible for traffic direction and control.
- o If vehicles can not cross the truck scales, safety cones will be placed in front of and around the inoperable truck scale. The Traffic Controller will direct traffic around the scales.

### 4.2 Wheel Loader

- o If a wheel loader becomes inoperable, the "Loader Operator" will contact the Foreman or Plant Manager. The Foreman will direct the mechanic to the tipping floor to determine with the "Loader Operator" the nature of the problem. The loader will be moved out of the tipping floor area and into

an area where it can be repaired. The facility will continue in operation using the second wheel loader.

- o If it is determined by maintenance personnel that repairs will take more than one hour and there is not an extra loader available, the Foreman or Plant Manager will contact a nearby machinery company, to request a wheel loader rental. Pre-arrangements will have been made between Transfer Station and machinery company to provide a backup wheel loader for this purpose.
- o The operable wheel loader on-site will begin stockpiling incoming waste, in addition to loading out the transfer trailers.

#### 4.3 NHRI Transfer Vehicles

- o NHRI tractor and roll-off vehicle becomes inoperable, the plant manager will be notified. If maintenance personnel can not repair the problem and a vehicle is required for on-site transfer, then pre-arrangement will have been made between Transfer Station and a nearby machine company to provide a back-up vehicle.

#### 4.4 Inadvertently Accepted Unacceptable Materials

- o Suspicious or unacceptable waste detected at the time of unloading will be immediately placed in a designated storage area to await inspection and proper disposal. The Foreman or Plant Manager will notify the NYS DEC and Town of North Hempstead SWMA.
- o Suspicious or unacceptable wastes will be placed in a 10 cubic yard roll-off container. The container will be stored in a designated area. The container will be labeled with Danger signs. In this way operating personnel and the material will be protected during ongoing operations.

#### 4.5 Power Outage

During a temporary power outage, the following procedures will be followed:



- o The Weigh Master will start the scalehouse emergency generator. If the emergency generator does not work, the weigh master will use the Temporary Scale Record Form - Exhibit 2.
- o Collection vehicles will proceed to the tipping building for unloading on the tipping floor.
- o Battery powered security lighting will be on.
- o Wheel loaders and tractor trailers will turn on lights when operating within the building.
- o Transfer trailers will depart from the facility when fully loaded.

#### 4.6 Notification

If due to a Equipment breakdown, or power outage, the facility transfer capacity is reduced, the NYS DEC and the Town of North Hempstead SWMA shall be notified by the Foreman or Plant Manager. In the event of such a problem after normal business hours or on weekends, the NYS DEC shall be notified. Extended hours of operation may be authorized to assure removal of all waste.

## 5.0 FACILITY SHUTDOWN PROCEDURES

The facility will be shutdown at the end of each operating day in accordance with the procedures outlined.

### 5.1 Scale House

- o Data recorded by the truck scale data management system and to the Town of North Hempstead Computer will be down loaded to the Transfer Station central data storage system by the Weigh Master.
- o All daily transactions will be checked by the Weigh Master. Appropriate documents will be taken to the "Plant Manager" by the Weigh Master.
- o The Scale House lights will be kept on for security purposes. The thermostat will be turned down to a lower heating setting or the air conditioning "off". The Scale House windows and door will be locked by the Weigh Master.

### 5.2 Transfer Station Tipping Buildings

Housekeeping:

- o The tipping floor and loadout tunnel will be cleaned first by a wheel loader bucket. Dry sweeping of the tipping floor and tunnel shall be conducted by the floor personnel with sweepings picked up by square blade shovels and placed into a wheel loader bucket. The bucket will be dumped into a transfer trailer or roll-off container, as appropriate. The mobile street sweeper will then be used on all floors and paved surfaces on site.

Equipment:

- o Wheel loaders will be driven to the fueling area and the fuel tanks topped off with diesel fuel. They will then be driven to the tipping floor for parking overnight. The sweeper will also be parked on the tipping floor.

Security:

- o After all equipment is parked, the tipping buildings will be secured. The rollup doors will be closed, emergency exit doors checked and lights turned off.
- o Lights, thermostats and doors will be checked in the administrative area and the maintenance bay.

### 5.3 Site

Housekeeping:

- o The roadways and all work areas will be swept by the street sweeper. Fence lines will be visually inspected for litter and cleaned as necessary. The sweeper will operate daily on all facility roadways and off-site in the vicinity of the entrance gate.

Equipment:

- o The trailer mounted fuel tank will be turned off and locked after all mobile equipment and tractor trailers are fueled.
- o Tractor trailers will be parked in the staging area. All other mobile equipment will be parked inside one of the tipping buildings.

Security:

- o After all employees exit from the facility, the main gate will be locked.
- o Security personnel will be on-site throughout all working and non-working hours.
- o Site lighting will be actuated by photocells to maintain a lighted site during night time hours.

## 6.0 FACILITY SECURITY

- o Security will be provided by security staff personnel on a 24 hour per day basis. The guard house shall be manned by security personnel during hours of operation. Routine patrol of the site shall also be conducted. Check-in points or key stations will be installed throughout the facility and site.
- o Fencing and locked gates will prevent unauthorized entry into the site during non-working hours.
- o Site lighting will illuminate roadways and building entrances at night time.
- o The fire sprinkler system will have an alarm to indicate if the system is actuated.
- o Security by Fencing - To maintain control of access to the facility, the entire perimeter of the site is fenced. The main entrance, exit and north gates shall be closed and locked during non-operating hours.
- o Security by Lighting - The entire site will be lighted during night hours by the grounds lighting system. Any light found to be out or improperly functioning is to be repaired immediately. Lighting will be inspected on a daily basis.

## 7.0 INSPECTION PLAN

The inspection plan is presented in tabular form. Major facility components are listed for the Scale House, Tipping Buildings, C&D, administrative building, and Facility Site Improvements. Items to be checked and the frequency of inspection are presented.

Repairs or corrective actions required will be performed in accordance with equipment manufacturers recommended procedures.

All inspection records are to be maintained in a bound Inspection Log Book.

### INSPECTION PLAN

#### FACILITY COMPONENT and ITEMS TO BE CHECKED/LOGGED and REPORTS

#### MAINTAINED

#### Scale House

##### Truck Scales:

- o Scale deck clearances; Daily Inspection
- o Loadcells, Data Management System, Scale Calibration; Manufacturers Requirements

##### Building Exterior:

- o Roof, siding, foundation wall; Annual Inspection

##### Gutters:

- o Clean out leaves, etc.; Annual Inspection (Fall)

##### HVAC:

- o Furnace filters; Semi-annual Inspection
- o Controls/Components; Manufacturers Requirements

##### Noise Meter:

- o Meter; Manufacturers Requirements

##### Fire Extinguisher:



- o Proper Pressure; Monthly Inspection

First Aid Kit:

- o Completely stocked; Monthly Inspection

Electrical System:

- o Disconnect Boxes & Circuit Boxes; Semi-annual Inspection

Transfer Station Building and C&D Processing Building

Tipping Building & Administrative Building

Building Exterior:

- o Roof, siding, foundation wall; Annual Inspection

Gutters:

- o Clean out leaves; Annual Inspection (Fall)

Rollup Doors:

- o Slats, door guides; Daily Inspection

Sprinkler System:

- o Entire System; per Fire Department and manufacturer requirements; minimum monthly inspection

Fire Extinguisher:

- o Proper pressure; Monthly Inspection
- o Operating condition; Monthly Inspection

First Aid Kits:

- o Completely stocked/equipped; Monthly Inspection

Emergency Lighting:

- o Battery packs; Monthly Inspection

HVAC:

- o Filters; Semi-annual Inspection
- o Controls/Components; Manufacturer Requirements

Emergency Exit Doors:

- o Proper Operation; Monthly Inspection

Electrical System:

- o Disconnect Boxes, circuit breakers; Semi-annual Inspection

Communication and Alarm Systems

- o Indicators, horns, per manufacturers requirements; minimum monthly inspection

Site Improvements

Catch basins:

- o Sediment; Semi-annual Inspection

Fence:

- o Masonry wall and entrance gates - daily inspection
- o Barbed wire, fabric, posts; Semi-annual Inspection and portions during litter patrol

Pavement:

- o Cracking, settlement; During daily sweeping

Landscaping:

- o Trees, shrubs; Monthly Inspection

Fuel Tank:

- o Monitoring system operation; Semi-annual Inspection



## 8.0 MAINTENANCE PLAN

### 8.1 Purpose

The purpose of the plan is to establish maintenance procedures for providing a high level of assurance that the Transfer Station operations are not unduly affected by malfunctions and adverse incidents. This plan is intended to be responsive to the results of inspection work performed under the Inspection Plan. To this end, if certain repeated deficiencies are noted during inspections, these deficiencies may be addressed as maintenance items or as areas where modifications may be necessary, by addenda to the maintenance plan, which concentrates on mechanical and electrical equipment.

### 8.2 Personnel

Maintenance will be performed by maintenance crew personnel, under the direction of the Foreman and Plant Manager.

### 8.3 Training

Maintenance training will take the form of meetings, maintenance run-throughs, discussions, and practice in filling out report forms. Training will be an ongoing process, reinforced by experience and by discussions with the Plant Manager.

### 8.4 Incident Prevention

A proper maintenance program assists in preventing environmental incidents. These incidents may be caused by malfunctioning electrical and mechanical equipment, the prime target of the maintenance program.

### 8.5 Malfunction Prevention

An effective maintenance program reduces electrical and mechanical malfunctions to a minimum, makes the working environment safer, and saves significant downtime in the long term.

### 8.6 Spare Parts Inventory

The spare parts inventory will include parts and supplies as are needed for all components of the Transfer Station operation. Contingency items, parts for the wheel loaders, trailers and parts for the scales are included as recommended by the manufacturers. Other parts and materials to be inventoried are as follows:

- o Access, Traffic Control, Security - Spare parts to be inventoried include keys and locks, bulbs and reflectors, signs and various switches. If mechanical damage occurs to major components such as gates or light poles, purchases will be made at the time of damage to facilitate repair.
- o Vehicles and other equipment - Spare parts include supplies and parts needed to keep the vehicles and other equipment operational and includes maintenance supplies such as air filters and oil filters, belts, etc. as well as lubricants.
- o Alarm, Communication and Power Systems - Spare parts include smoke detectors, batteries, flasher and alarm lights and, reflectors, fuses, circuit breakers, various switches and wire stock.
- o Fire Protection Systems - Spare parts include some replacement piping and fittings, various solenoid and other valves and packing, sprinkler heads, equipment and supplies required by code and considered to be in accordance with good practice as determined in conjunction with local fire department personnel.

### 8.7 Anticipated Repairs

Facilitation of repairs consists of proper spare parts inventory, maintenance crew and select agreements for occasional off-site support.

### 8.8 Record Keeping

Checklist forms will be utilized to maintain maintenance records. These forms will be based upon the equipment maintenance needs, and will be done in concert with the Inspection Plan. Inspection and maintenance efforts will form a check and balance system that will be complementary and mutually supportive. In the case of damage repairs, a special record describing the damage and subsequent repair will be kept. In the case of off-site support needs, a descriptive record will also be kept. These records and the routine checklist forms will be maintained in a permanent file and will be made available to the Town of North Hempstead SWMA or their Consultant on request.

### 8.9 Maintenance Schedule

Maintenance schedules will be in accordance with procedures set forth by the various manufacturers as included in the maintenance manuals supplied for the equipment. These are included in the Appendices of this document.

## 9.0 FACILITY STAFFING PLAN

Facility staffing is presented in the Organizational Chart and Staffing Plan, Figure 2.

All employees must complete an Employment Application Form Exhibit 3, and be interviewed by the Plant Manager and General Manager prior to employment. Upon being hired, the first day on the job, each employee will attend a mandatory on-site orientation session. During orientation, employees will receive instructions on all plant operational procedures and be advised of all rules to be followed during routine and emergency operating situations. Ongoing monthly safety meetings and specialized training sessions, e.g. for the proper identification and handling of hazardous or potentially hazardous materials will be conducted.

Employee wages and benefits are to be set using local prevailing wage rates and benefits as a guideline.

Job descriptions for each employee position are included as Exhibit 4.



## 10.0 TRAINING PLAN

The personnel training program is directed by the General Manager and Plant Manager. During the training program, employees are instructed in:

- o Worker Safety and Health
- o Safety Equipment
- o Facility Operations
- o Facility Maintenance
- o Noise Monitoring
- o Potential hazards and adverse environmental impacts associated with handling municipal solid waste.
- o Monitoring of incoming waste materials.
- o Identification and proper handling of unacceptable or potentially hazardous wastes.
- o Fire Safety Procedures
- o Emergency Procedures and the Emergency Contingency Plan.
- o Record Keeping for inspections, maintenance and tests for appropriate personnel.

Training will be conducted on a continuous basis as part of monthly safety meetings. New employees will receive initial training as part of the orientation program.

As each employee completes the training program, a Certificate of Completion will be prepared and made part of the personnel records file.

Equipment supply companies will provide training for all equipment operators. Classroom training as well as actual operator training will be conducted at equipment company sites by qualified personnel as necessary. All equipment operators undergo such training prior to operating Transfer Station equipment.

All personnel will receive training in the proper identification and safe handling of hazardous or suspected hazardous materials. Training will be conducted by personnel from a qualified firm in conjunction

with Chemical Pollution Control, Inc., the Transfer Station's hazardous materials transportation and disposal contractor.

Truck drivers, mechanics and equipment operators will undergo training provided by appropriate companies such as Brake Doctor. The local Fire Department will provide a fire safety training program.

All truck drivers and mechanics will be instructed by Mack Truck.

Computer training for office and scalehouse personnel will be provided by Business Systems Center.

## 11.0 SAFETY PLAN

All plant operating and maintenance personnel will be required to wear:

Hard Hats

Gloves

Safety Shoes/Boots (Allowance for purchase)

Safety Goggles

Dust Masks

Hearing Protectors

Uniforms

Other Safety equipment as specified tasks require

At the time of initial employee training and as followed up during monthly safety meetings, personnel will be knowledgeable and familiar with all safety and emergency procedures, equipment and emergency systems and procedures necessary to respond to such situations. These include:

- o Procedures for using, inspecting and replacing all emergency equipment.
- o Procedures for using communication equipment and alarm systems.
- o Procedures for responses to spills, fires, etc.
- o Procedures to follow in the event the facility must be shut down or evacuated due to an emergency, including evacuation routes.

All employees will be made familiar with the Contingency Plan (Appendix A). All employees will know the local telephone number to report Fire or other Emergencies.



## 12.0 WASTE INSPECTION AND CONTROL PLAN

As has been indicated throughout this Manual, incoming waste is to be constantly inspected for suspected hazardous or unacceptable waste materials. The emphasis to this point has been on potentially hazardous materials.

The Transfer Station's main function will be to receive and transfer Commercial and Residential waste, C & D, Yard Waste, and commingled recyclables.

Potentially hazardous wastes, when identified, will be stored in a roll-off container until inspected and removed by a licensed hazardous waste transportation firm under contract to the facility. Section 5.1 of the Contingency Plan Outlines the procedures for Unauthorized Material Handling.

Acceptable waste is limited to mixed municipal solid waste including: residential, commercial, yard waste, and C&D material and source separated commingled recyclables from commercial and residential generations.

## 13.0 CLOSURE PLAN

The objective of this Closure Plan is that the owner or operator of any active or inactive solid waste management facility must, upon termination of use, properly close that facility and must monitor and maintain such closure so as to minimize the need for further maintenance; and to prevent adverse environmental or health impacts such as, but not limited to, contravention of surface water and groundwater quality standards, gas migration, odors, and vectors. Termination of use includes those situations where a facility has not received solid waste for more than one year, unless otherwise provided by permit, or the permit has expired. Termination of use also results from permit denial or order of the commissioner or of a court. Specific closure measures are subject to approval by the DEC. The operator of the facility will undertake the steps outlined in this Closure Plan in order to assure the secure shutdown of the facility. It is expected that after the facility has been closed in accordance with this plan, there will be no long-term problems requiring monitoring or maintenance.

### 13.1 Prevention of Adverse Environmental or Health Impacts

After closure, all solid waste and debris will have been removed from the site, and all structures removed if necessary. Runoff to the surface and groundwater should be identical to that which occurred prior to the facility's existence.

No solid waste will remain on the site after closure. There will be no gas generation or migration. There should be no material available to generate odors or propagate vectors.

### 13.2 Steps Necessary to Close the Facility

Upon confirmation that the facility will close, NYS DEC will be notified 180 days in advance of the closure date. On the day of closure, no more solid waste will be accepted, and all waste present at or in the facility will be processed and removed from the site. This step will conclude with a thorough cleaning/washing of all buildings and machinery.

After cleaning/washing, all vehicles will be removed from the site.

All equipment will be dismantled and removed from the site. Buildings may be dismantled and removed unless they would be suitable for another use.

The New York State Department of Environmental Conservation (DEC) shall be given at least 180 days written notification prior to the closure of the facility. Such notification shall enable DEC personnel to have the opportunity to inspect the facility and determine what, if any sampling, testing, or other procedures shall be followed prior to such closure. Any and all such procedures shall be followed as specified by DEC. If the inspection is satisfactory, all gates will be closed and locked, and the facility will be deemed closed. All facility records, including the final closure inspection report, will be kept for seven years from the date of final closure.

After closure, the land owner will be responsible for inspecting the site each month to make certain that no adverse environmental effects have occurred, nor that any illegal dumping is taking place on the site. This inspection is an on-going responsibility of the land owner and shall run with title to the property.

### 13.3 Year of Closure

This facility is expected to remain in operation for at least 20 years.

### 13.4 DEC Notification

The operator will notify DEC at least 180 days before the date the facility is expected to begin closure. An updated Closure Plan will be submitted at that time for NYS DEC review and approval.

### 13.5 Final Removal of all Solid Waste

Within 30 days after receiving the final quantity of solid waste, the operator will have removed all solid waste from the site in accordance with the approved closure plan.

### 13.6 Closure Deadline

The operator must complete closure of the site in accordance with the approved closure plan within 180 days after receiving the final quantity of solid waste.

### 13.7 Engineer's Certification

When closure is completed, the operator will submit to the DEC, a certification by an individual licensed to practice engineering in the State of New York, that the facility has been closed in accordance with the approved closure plan.

FIGURES 1, 2, 3, 4 and 5

TOWN OF NORTH HEMPSTEAD TRANSFER STATION

NORTH HEMPSTEAD RESOURCES, INC.

ORGANIZATION CHART AND STAFFING PLAN

Mr. Edward P. Bales CEO, NHRI  
Mr. Ted Kraft Vice President, NHRI  
Mr. David Thomas General Manager, NHRI  
Mr. Frank Romano Transfer Facility Manager

<u>Position</u>	<u>Number of Employees</u>
UNION EMPLOYEES	
Weigh Master	2
Floor Traffic Coordinator	1
Heavy Equipment Operator	3
Tractor Trailer Driver	2
Ground Crew/Yard Men/Tarpper	<u>12</u>
Total	20
NON-UNION EMPLOYEES	
Plant Manager	1
Administrative Assistant	1
Security	<u>3</u>
Total	5
PLANT TOTAL	25

Figure 2



EMPLOYMENT APPLICATION

EXHIBIT 3

# APPLICATION FOR EMPLOYMENT

WE ARE AN EQUAL OPPORTUNITY EMPLOYMENT COMPANY. WE ARE DEDICATED TO A POLICY OF NON-DISCRIMINATION IN EMPLOYMENT ON ANY BASIS INCLUDING RACE, CREED, COLOR, AGE, SEX, RELIGION OR NATIONAL ORIGIN; OR PHYSICAL HANDICAP

(PLEASE PRINT)

**PERSONAL INFORMATION**

DATE \_\_\_\_\_

NAME

LAST

FIRST

MIDDLE

PRESENT ADDRESS

STREET

CITY

STATE

ZIP

PERMANENT ADDRESS

STREET

CITY

STATE

ZIP

PHONE NO.

SOCIAL SECURITY NUMBER

REFERRED BY \_\_\_\_\_

**EMPLOYMENT DESIRED**

POSITION

DATE YOU CAN START

SALARY DESIRED

ARE YOU EMPLOYED NOW?

IF SO MAY WE INQUIRE OF YOUR PRESENT EMPLOYER

EVER APPLIED TO THIS COMPANY BEFORE? YES

NO

DATE

EDUCATION	NAME AND LOCATION OF SCHOOL	YEARS ATTENDED	GRADUATED	SUBJECT STUDIED
GRAMMAR SCHOOL				
HIGH SCHOOL				
COLLEGE				
TRADE, BUSINESS OR CORRESPONDENCE SCHOOL				

SUBJECT OF SPECIAL STUDY OR RESEARCH WORK \_\_\_\_\_

U.S. MILITARY OR NAVAL SERVICE

RANK

PRESENT MEMBERSHIP IN NATIONAL GUARD OR RESERVES

ACTIVITIES OTHER THAN RELIGIOUS (CIVIC, ATHLETIC, FRATERNAL, ETC.) \_\_\_\_\_

EXCLUDE ORGANIZATIONS, THE NAME OR CHARACTER OF WHICH INDICATES THE RACE, CREED, COLOR OR NATIONAL ORIGIN OF ITS MEMBERS.

**FORMER EMPLOYERS** (LIST BELOW LAST FOUR EMPLOYERS, STARTING WITH LAST ONE FIRST)

DATE MONTH AND YEAR	NAME AND ADDRESS OF EMPLOYER	SALARY	POSITION	REASON FOR LEAVING
FROM				
TO				
FROM				
TO				
FROM				
TO				
FROM				
TO				

**REFERENCES:** GIVE BELOW THE NAMES OF TWO PERSONS NOT RELATED TO YOU, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR

NAME	ADDRESS	BUSINESS	YEARS ACQUAINTED

I hereby authorize and request any and all of my former employers and any other person, firm or corporation to furnish any and all information concerning my credit-worthiness and personal background and I hereby release each such employer or other person, firm or corporation from any and all liability by reason of furnishing the requested information. I understand that in connection with this application, a consumer report and / or an investigative consumer report may be requested whereby information is obtained through personal interviews with my neighbors, friends or associates or with others with whom I am acquainted or who may have knowledge with respect to my character, general reputation, personal characteristics and mode of living, and hereby authorize the procurement of any such report. I understand that, upon my request, I have the right to know if any such report was requested and, if so, the name and address of the consumer reporting agency that furnished such report and in the case of a consumer investigative report, that I may inspect and receive a copy of such report by contacting such agency. I also understand that I have the right to receive a complete and accurate disclosure of the nature and scope of the information requested if I request such disclosure within a reasonable period of time.

I understand that if employed: 1) any misrepresentation or omission of facts requested in this application is cause for dismissal; and 2) my employment is for no definite period and I may, regardless of the date of payment of my wages and salary, be terminated at any time without prior notice.

DATE \_\_\_\_\_

SIGNATURE OF APPLICANT \_\_\_\_\_

**FOR OFFICE USE ONLY**

INTERVIEWED BY	DATE	REMARKS
NEATNESS		CHARACTER
PERSONALITY		ABILITY

HIRED	FOR DEPT.	POSITION	WILL REPORT	SALARY WAGES

APPROVED BY	2.	3.
EMPLOYMENT MANAGER	DEPT. HEAD	GENERAL MANAGER

IN CASE OF EMERGENCY NOTIFY		
NAME	ADDRESS	PHONE NO

JOB DESCRIPTION

EXHIBIT 4

FLOOR TRAFFIC COORDINATOR

& WASTE INSPECTOR: Reports to Foreman/Union Class - B

Pay Pay: \$12/HR.

Hours: 8 a.m. to 5 p.m. or Completely Clear Floor if  
Later

Education: 8th Grade or Equivalent

Experience: Min. 1 yr. in Waste Industry

Duties: Communicate w/Yard Traffic Coord. to Direct  
Incoming Traffic to Correct Bay by Waste Type  
Direct Trucks Into Bldg. & To Exact Dumping  
Position  
Check Waste ID as Dumped  
Have Driver Sign receipt For Any Additional Fees,  
i.e., Tires, Residues, etc. & Advise Scalehouse  
& Loader Operators Accordingly  
Clean Floor At Night

FLOOR SPOTTER: Reports to Floor Traffic Coordinator/  
Union Class - C

Pay Rate: \$11/hr.

Hours: 8 a.m. to 5 p.m. or Completely Clear Floor If  
Later

Education: 8th Grade or Equivalent

Experience: None Required

Duties: Assist Coordinator As Directed in the Location of  
Load Dumping, Waste Identification, Holding  
Trucks For Additional Charges and Cleaning Floor



WEIGHMASTER (LEAD): Reports To Foreman/Union Class - D

Pay Rate: \$10/hr.

Hours: 7:30 a.m. to min. 5 p.m.

Education: High School Graduate

Experience: General Use of Computerization, 6 mos. as  
Weightmaster - must be Bondable

Duties: Collection of Proper I.D. Info. and Verification  
of Same  
Verification of Payment requirements  
General Scale Inspection & Operation & Cleaning  
Cash Accounting  
Weight All Trucks In  
Advise Traffic Coord. of each Truck Load



MECHANIC: Reports to Foreman/Union Class A

Pay Rate: \$13/hr.

Hours: Minimum 8 a.m. to 5 p.m. (on call at all times)

Education: 8th Grade

Experience: 3 yrs. as diesel mechanic

Duties: . Parts Inventory & Use Reports  
Schedule Normal Maintenance and Keep Foreman  
Appraised of Same.  
Daily Check of Drivers Inspection Cards  
Overall Mechanic's Ass't./Tire Man  
Schedule Repair Work w/Foreman  
Perform Maintenance & Repair w/Ass't  
Tire Inventory & Control  
Fuel Inventory & Control

MECHANIC'S ASS'T/TIRE MAN: Reports to Mechanic/Union Class - D  
(Non-Exempt)

Pay Rate: \$13/hr.

Hours: Minimum 8 a.m. to 5 p.m. (on call at all times)

Education: 8th Grade or Equivalent

Experience: Mechanical Aptitude  
6 mos. experience preferred

Duties: Assist Mechanic in the Performance of All  
Maintenance & Repairs  
Tire Repair Work

TRACTOR TRAILER DRIVER: Reports to Foreman - Union Class A

Pay Rate: \$13/hr.

Hours: To Meet Shipping Schedules

Education: High School or Equivalent

Experience: Minimum 3 years as Driver

Duties: Perform Daily Inspection of Truck/Tires  
Check Oil & Water  
Fuel Truck At End of Day  
Maintenance & Cleaning Inside and Out  
Keep Road Flare Kit Up-to-date  
Keep First Aid Kit Up-to-date  
Carry Tare Tickets to Responsible Party

LOADER OPERATOR(S): Reports to Foreman/Union Class - A

Pay: \$13/hr.

Hours: 7:30 a.m. to 5 p.m. or When Tipping Floor is Clear  
if Later

Education: Minimum High School

Experience: Minimum 3 yrs. on Wheel Loader

Duties: General Machine Maintenance Checks  
Greasing, Checking Fluid Levels first thing every  
A.M.  
Full Equipment Every Night  
Keep Equipment Clean  
Identify Waste For Loading w/Waste Inspectors  
Loading trailers in Accord w/Specified Weights  
Communicating w/Waste Inspectors & Tunnel  
Coordinator  
Assist in Other Job Areas as Directed by Foreman

PLANT MANAGER: Reports to President - Non-Union Position

Pay Rate: \$60,000/yr.

Hours: 7 a.m. to 5 p.m.

Education: Minimum High School, prefer some college training

Experience: 5 years minimum experience in managing a production facility and at least 1 year experience in managing a municipal waste collection and disposal company.

Duties: Will manage and oversee all activities at the MRF which shall include:

- Directing All Plant Operations
- Supervising All Employees
- Providing Training for Employees
- Consulting With the Company Officers
- Controlling Expenditures and Preparing Budgets
- Preparing Plans For Improving the Facility
- Implementing A Safety Program
- Supervising Security
- Overseeing Daily Tariff Collections
- Preparing Daily Reports Including Environmental Reports
- Coordinating and Implementing Emergency Contingency Plan

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ADMINISTRATIVE ASSISTANT: Reports To the President & Plant  
Manager - Non-Union Position

Pay Rate: Minimum \$25,000/yr.

Hours: 8 a.m. to 5 p.m. Completion of Data Posting &  
Backup

Experience: Better Than Basic Knowledge and Experience With  
All Office Functions and Equipment w/Ability To  
Supervise, including:

- Payroll
- Bookkeeping Procedures
- Insurance (All Phases)
- Computer Operations
- Personnel & Customer Relations
- Typing Skills (85 WPM min.)  
(Shorthand Preferred)

Duties: Office Assistant to President & Plant Manager  
Customer Relations



FOREMAN: Reports to Plant Manager and President -Non-Union  
Position

Pay Rate: \$30,000+

Hours: 7:00 a.m. to min. 5 p.m. or Facility Shutdown if  
Later

Education: Minimum High School Graduate

Experience: Minimum 2 years as Foreman Leadership

Duties: Reports to Facility Manager and President  
Employee Scheduling of Facility Blue-Collar  
Workers, including Drivers  
Completion of Records, Reports, Time Card  
Approvals, etc., as required by Management  
General Equipment & Facility Inspections  
Schedule & Supervise All Repair Operations  
Liaisons Between Blue-Collar and Management  
Communicate With Office Personnel Re All Facility  
Operations To Ensure Efficient Corp. Operations  
Check Daily Truck Check Lists & Schedule Repairs  
w/or Maintenance w/Mechanic

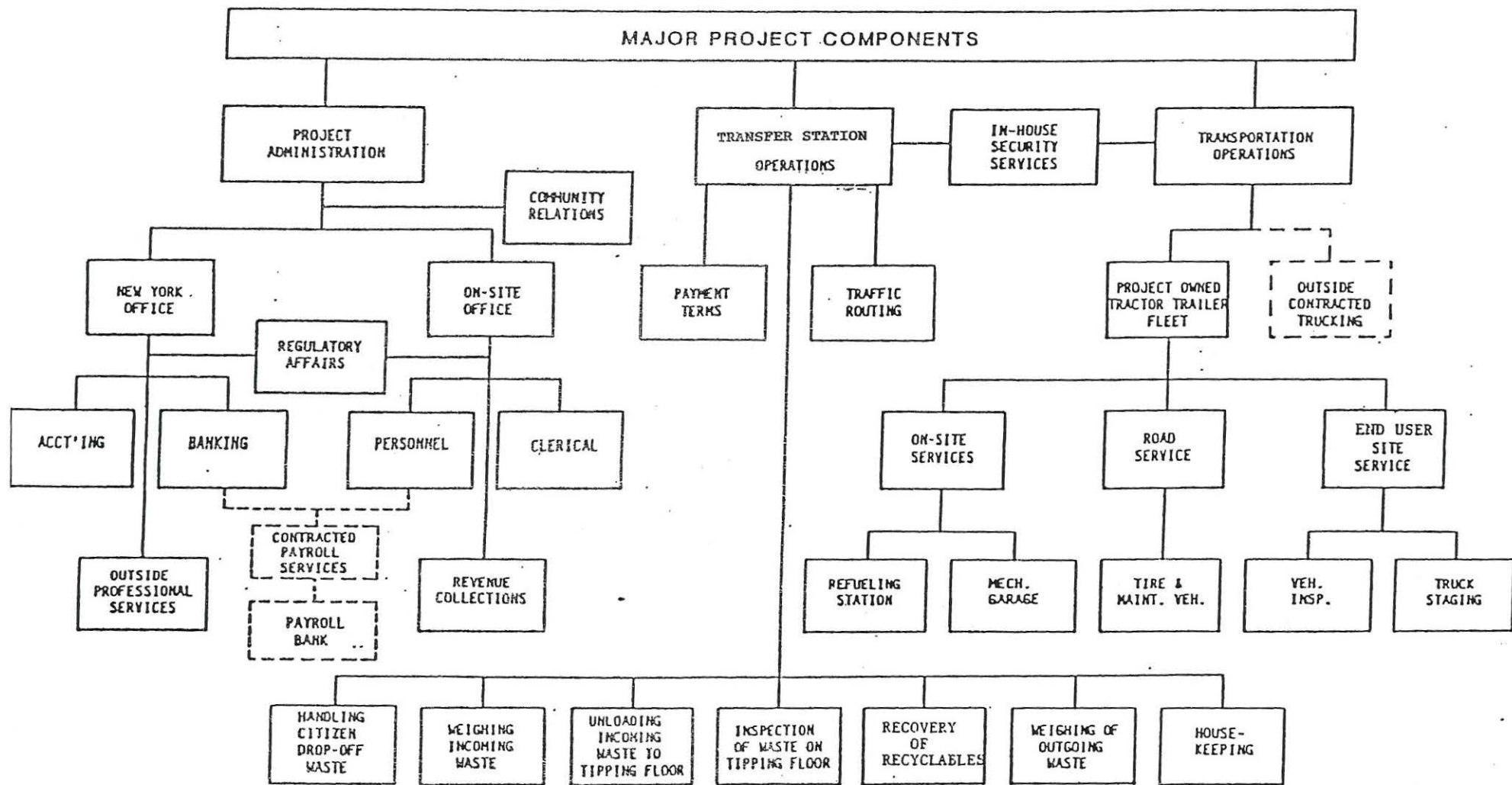


FIGURE 1



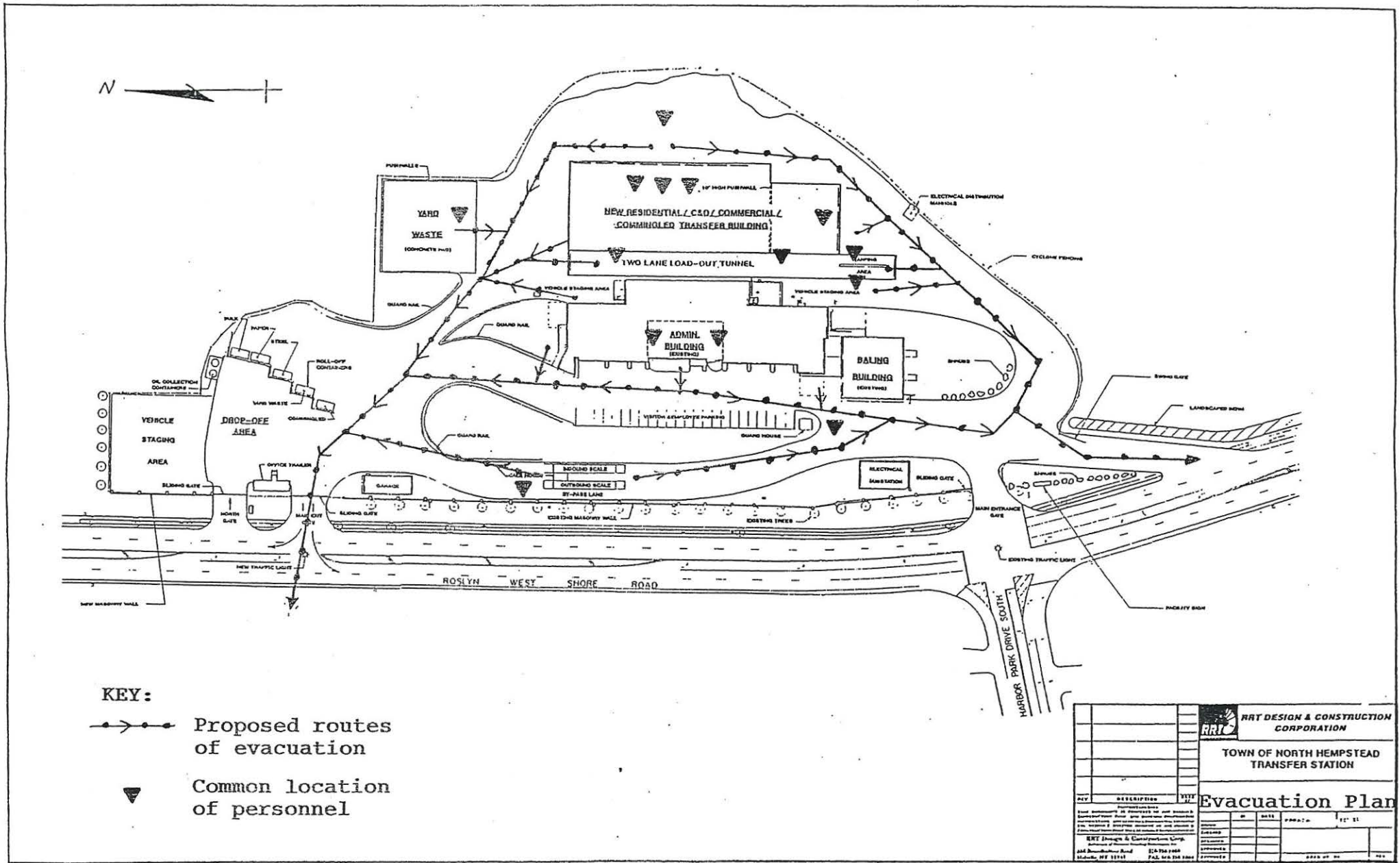


FIGURE 5.



VEHICLE EXCESSIVE NOISE FORM

EXHIBIT 1

VEHICLE EXCESSIVE NOISE DATA FORM

COMPANY \_\_\_\_\_

<u>Date</u>	<u>Truck Number</u>	<u>Noise Level Reading (dBA)</u>	<u>Noise Meter Operator Name</u>	<u>Comments</u>
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TEMPORARY SCALE RECORD FORM

EXHIBIT 2

TEMPORARY SCALE RECORD FORM

DATE: \_\_\_\_\_

TIME PERIOD

BEGINNING: \_\_\_\_\_

ENDING: \_\_\_\_\_

SCALE OPERATOR NAME: \_\_\_\_\_

TIME	COMPANY	TRUCK	TRUCK BODY SIZE - 43	GROSS VEHICLE WEIGHT	VEHICLE TARE WEIGHT	NET WEIGHT
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APPENDIX A

## CONTINGENCY PLAN

The New York State Department of Environmental Conservation requires that a contingency plan be developed which shall identify the procedure for responding to various types of emergencies.

This contingency plan shall be made available to all supervisors and employees at the transfer station during construction and during operations. Copies of this plan shall be submitted to the local police and fire departments, hospital and the local and County emergency response agencies. The local Police, Fire Department and Health Officials have the right to immediate access to the facility. A diagram of the facility indicating building locations and routes of travel is attached to this contingency plan (Figure CP-1).

### 1.0 Emergency Coordinator

The list below contains the name, address and phone number of the person on-site who shall act as the emergency coordinator(s) in the event of an emergency on-site.

Frank J. Romano  
Facility Manager

*Juan M. Navis*

Home Address:  
22 Schoolhouse Lane  
Syosset, NY 11791

*61-21 168th St  
Fresh Meadows NY 11365*

(Home) 516-921-7671  
(Work) 516-621-4646

*718-762-2337  
516 309 9973*

### 2.0 Arrangements with Emergency Services

Prior to proposed renovations of the facility, a meeting shall be held with representatives of the local police department, fire department, paramedics, contractors, equipment vendors on-site, and operators. This meeting shall be held in order to familiarize the parties with the layout of the site, the operations which shall be continuing during construction, work areas and any hazards that exist on-site.

Upon or near completion of the project, a tour of the facility shall be given to the emergency service representatives in order to familiarize them with the layout of the facility, operations at the facility, waste types handled, possible hazards and evacuation routes. Section 3.0 lists the Emergency Services Contacts.

### 3.0 Emergency Services Contacts

1. Fire Marshall Nassau County  
899 Jerusalem Avenue  
Uniondale, NY 11553

Chief Fire Marshall/Director of Emergency Preparedness  
Marshal David M. Burton  
516-566-5230  
516-741-3191 - 24 Hour Emergency

2. Sixth Precinct Nassau County Police  
100 Community Drive  
Manhasset, NY 11030

Inspector Michael Miglino, Commander  
516-573-6600  
911 - 24 Hour Emergency

3. Roslyn Fire Company  
1464 Old Northern Blvd.  
Roslyn, NY 11576

Chief Thomas Langone  
516-621-3899  
516-742-3300 - 24 Hour Emergency

Additional local fire station addresses are located in Section 8.3. The emergency number for all fire stations is 516-742-3300.

4. St. Francis Hospital  
100 Port Washington Blvd.  
Roslyn, NY 11576

General Information  
516-562-6000  
CPR Training  
516-629-2036

5. NYS Department of Environmental Conservation  
State University of New York, Stony Brook  
SUNY Building 40  
Stony Brook, NY 11790

General Information - 24 Hour Answering Service  
516-751-7900  
24 Hour Emergency Spill Hot Line  
800-457-7362

6. Nassau County Health Department  
240 Old Country Road  
Mineola, NY 11501  
General Information - 516-535-3410  
Emergency Medial Service - 516-535-2670  
After Hour Emergencies - 516-742-6154

#### 4.0 Fire Safety and Prevention

##### 4.1 Fire District Services

The site of the transfer operations is located near the boundary of the Roslyn Fire District and the Port Washington Fire District. All fire houses under the jurisdiction of these two districts could be available for emergency response at the site of proposed operations. The following is a listing of facilities serving each district:

Roslyn Fire District  
(Emergency: 742-3300)

Port Washington Fire District  
(Emergency: 742-3300)

Roslyn Highlands Fire  
Department Headquarters  
St. Mark's Place  
Roslyn Heights

Port Washington Fire Department  
Headquarters  
423 Port Washington Blvd.  
Port Washington

Roslyn Rescue Headquarters  
1464 Old Northern Blvd.  
Roslyn

Hose Company No. 1  
20 Haven Avenue  
Port Washington

Roslyn Rescue Station  
Willis Avenue  
Roslyn Heights

Truck No. 1  
25 Carlton Avenue  
Port Washington

Roslyn Rescue Station No. 2

Fire Department Annex



2 Locust Street  
Roslyn Heights

Avenue A  
Port Washington

Roslyn Highlands Fire  
Department No. 2  
Harbor Hill Road  
East Hills

Fire Department Annex  
7 Channel Drive  
Port Washington

Engine Company No. 1  
14 Washington Street  
Port Washington

Of these facilities, the Roslyn Rescue Headquarters, Roslyn Rescue Station, and Port Washington Fire Department Headquarters are located in closest proximity to the site. Using travel distance, Roslyn Rescue Headquarters is located approximately 3/4 of a mile to the south, the Roslyn Rescue Station is approximately 1-1/4 miles to the south, and the Port Washington Fire Department Headquarters is approximately 1-1/2 miles from the site.

These nearby facilities, in addition to the other available facilities within the jurisdiction of the Roslyn and Port Washington Fire Districts, are presently serving the area and should provide more than adequate fire protection in the future at the site. The need for the services of these facilities are not expected to cause a burden to the community's fire protection services.

#### 4.2 Fire Control On-Site

The new tipping and transfer building shall be protected by a sprinkler system in the event of a fire. The pressure in the sprinkler system shall be maintained in the sprinkler room inside the building. The sprinkler room is located in the southeast corner of the building.

In the event of a fire in the administration area or former incinerator building, water supplies with existing hose connections are available in the administration wing of the building (centrally located) and to the west of the incinerator building area, adjacent to the on-site road leading from the main entrance. Additionally, there is also a hose connection in the former incinerator building. Two fire hoses are available on-site. Water is supplied from the Roslyn Water District. The former shredder-baler operation is protected by a sprinkler system. This system is pressurized by a compressor located in the northwest

corner of the baler building, but as stated earlier, the baler building is no longer in use and the shredder building shall be razed.

In the event a fire occurs in the payload of any truck or trailer, the vehicle shall discharge the load onto a paved roadway. Fire services shall be contacted immediately. Hoses, fire hydrants or connections shall be used to extinguish the fire. The vehicle shall be inspected for damage. A front end loader shall be used to reload the material after the material has been extinguished.

In the event a fire occurs on the tipping floor, the sprinkler system, hoses and fire connections shall be used to extinguish the fire. Fire services shall be contacted immediately.

Smoke and fire detection equipment shall be designed and installed according to the New York State Building Code, NFPA-13 and the requirements of the Chief Fire Marshall of Nassau County. In general, smoke and fire detection equipment will be strategically installed in all occupied areas of the new tipping and transfer building. Alarm circuits, when energized, will activate annunciators within the Facility and alarms at the local fire and police stations as listed in Section 3.0 of the contingency plan.

The following sections identify the additional on-site fire control equipment. Communications systems, fire and smoke detection equipment and emergency equipment will be maintained and tested on a schedule basis in accordance with manufacturer and code requirements.

#### 4.2.1 Fire Hydrants

There are currently five fire hydrants in the vicinity of the site that could be utilized in the event of a fire at the facility. The location of the hydrants shall be indicated on the updated Site Plan. One hydrant is located on-site approximately 25 feet to the north of the southeast corner of the former shredder building. The other four hydrants are located on the west side of West Shore Road. The northernmost hydrant is situated approximately 250 feet to the north of the north gate, while another is located approximately 50 feet to the south. The remaining two hydrants on the west side of West Shore Road are located approximately 50 feet to the south of the main gate, and approximately 350 feet to the south of the south gate. These fire hydrants, in addition to



the on-site water supplies and sprinkler systems, should provide more than sufficient fire protection at the site.

#### 4.2.2 Fire Extinguishers

Fire extinguishers (A, B, C type) shall be maintained at the facility as follows:

1 in the scalehouse

1 in the breakdown

1 in the office

10-15 in the new tipping and transfer building

More extinguishers shall be put in place as deemed necessary by the Fire Marshall upon inspection.

#### 4.2.3 Spill Control Equipment

To provide protection in the event of a spill, absorbent materials including sand and speedi-dri will be stored on site in bags. A minimum of 500 pounds of each will be stored in the south part of the new building .

#### 4.2.4 Internal Plant Radio System

A two-way radio system is currently in place and used at the facility. This system will continue to be used under the proposed modifications. Floor spotters, loader operators, scale house, guard house and office personnel have two-way radios in order that communication can be made easily between the areas of the facility.

### 5.0 Unauthorized Materials

The transfer station is not permitted to handle hazardous or infectious wastes of any kind, including asbestos, medical waste, explosives, radioactive waste, etc. Signs shall be posted at the two entrances of the site indicating that these materials are unacceptable. This however does not preclude the possibility that some haulers may knowingly or

unknowingly deliver a hazardous material to the transfer station.

The types of wastes handled at the transfer station include residential waste (household and apartment waste), commercial waste (bulk papers, plastics, metals, glass, foodwaste), construction and demolition debris (wood, concrete, metal), and commingled material (bottles, cans, paper). The procedures for handling the unauthorized materials are as follows.

## 5.1 Procedures

- 5.1.1 Any vehicle suspected of carrying hazardous materials shall be inspected by the transfer station's trained personnel. All personnel involved in handling material at the site shall be trained to identify unauthorized material and carry out the appropriate measures as identified in this contingency plan.
- 5.1.2 If personnel find any evidence of a possible hazardous substance, the vehicle shall not be allowed to unload and the NYSDEC will be notified immediately and given details of the situation.
- 5.1.3 If a vehicle reaches the tipping floor and suspected hazardous substances have been discharged, the material shall be confined and isolated for removal by a professional firm licensed for handling of such waste. The unauthorized material holding area is located in the southeast corner of the new tipping and transfer building.
- 5.1.4 Should unauthorized material be received, the Town of North Hempstead Solid Waste Management Authority and the NYSDEC shall be immediately notified.
- 5.1.5 Once the material is isolated, routine transfer operations shall continue as normal. This material shall be removed as soon as practicable by an individual authorized to transport hazardous waste to an appropriate disposal facility, and shall not remain on site for a period in excess of 90 days after discovery.

## 5.2 Equipment Monitoring

The transfer station equipment shall be frequently monitored and inspected for malfunctions, wear, operator errors, and spills or discharges that may cause or impact on the environment or public safety in a manner acceptable to the NYSDEC.

To provide protection in the event of a spill, absorbent materials as described in Section 4.2.3 of this contingency plan shall be used.

## 5.3 Radiation Detection System

No radioactive materials shall be accepted at the facility. A radiation detection system (Bicron, model to be determined by operations) shall be installed at the inbound scale in order to detect radioactive materials on inbound loads. The controls shall be located inside the scale house. In the event radioactive materials are sensed by the system, procedures shall be followed in accordance with the NYSDEC. The NYSDEC and the Town of North Hempstead Solid Waste Management Authority shall be contacted immediately in such an event.

## 5.4 Explosion Prevention

No explosive materials of any kind shall be accepted at the facility. The potential for receipt of explosive materials does exist and shall be minimized through the observation and inspection procedures of incoming loads on the tipping floor. Ground crew personnel and mobile equipment operators shall be trained to identify explosive materials and carry out the appropriate measures as identified in this contingency plan.

1. Material shall be observed as it is unloaded onto the tipping floor, as well as during transfer and loadout procedures.
2. Any material that is observed as being potentially explosive or otherwise suspected to be hazardous will be quarantined and handled as "unauthorized waste".
3. There shall be no processing equipment such as balers, crushers, shredders



or densifiers in use at the transfer station which could create favorable conditions for explosion.

## 6.0 Evacuation Plan

Evacuation of the facility shall be required in the event of a life-threatening emergency such as fire, explosion, major hazardous substance release or other public safety emergency either on the site or in the immediate vicinity. Depending on the nature of the emergency, incoming waste vehicles would be directed upon coordination with North Hempstead, to alternate disposable facilities or the back-up landfill. All equipment shall be shut down as quickly as possible. The Emergency Coordinator, shall provide instructions via the internal plant radio system. The fire alarm system can be used as well. Non-essential personnel, or all personnel would be directed to a designated off-site secure area by the Emergency Coordinator.

The proposed evacuation routes are identified on Figure CP-2. Areas where employees shall be commonly located are indicated on Figure CP-2. The routes of evacuation leading to either the north end of the site are indicated in Figure CP-2. The routes shall utilize new and existing roadways and are designed to move people away from the building as early as possible. The order for evacuation shall be transmitted via the internal plant radio system from the Emergency Coordinator through supervisors to all people on site.

## 7.0 Peak Loading Conditions

Due to various reasons, the facility may experience waste loadings in excess of the 950 tons per day average. Such peak loadings may result due to seasonal fluctuations, waste collection delays as a result of snowstorms or hurricanes, as well as other emergency events.

In the event that peak loadings exceed 950 TPD, on-site working hours may be extended and personnel may be required to work overtime as necessary. Outside transfer trailer and dump trailer operators under agreement with NHRI to provide standby equipment and hauling services are to be notified by the Plant Manager to assure that



required equipment is available. In the event of backup of incoming waste at the facility, no waste shall be unloaded unless there is room on the tipping floor. Incoming collection vehicles will be staged on-site until they can be unloaded in the building. In the event of inability to unload waste in the facility, trucks may be directed to bypass the facility and proceed directly to the appropriate disposal facility. As a backup for disposal, the transfer station maintains a contract with the Empire Landfill in Taylor, Pennsylvania. The Babylon Commercial Residential Recycling Facility may be used as well.

#### **8.0     Unscheduled Shutdowns**

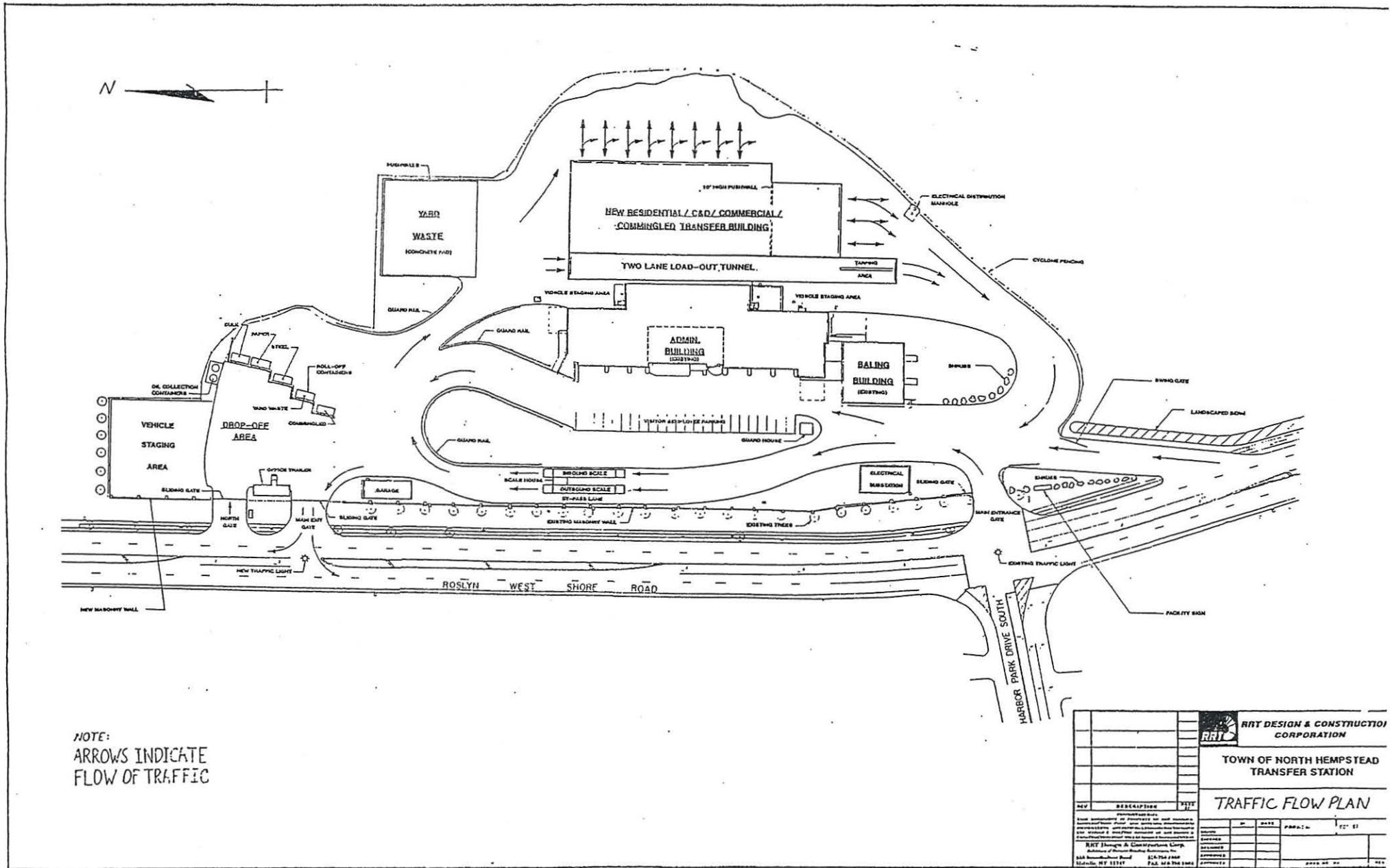
In the event an unscheduled shutdown of the facility occurs, the NYSDEC and all carters shall be notified. The Town of North Hempstead SWMA shall be notified of such occurrence as well.

#### **9.0     Floods**

In the event of access road flooding, operations may be curtailed. In the event of drive-through tunnel flooding, loadout will be via wheel loader directly into transfer trailers parked on the tipping floors to completely remove waste from the facility. In the event of floods or events which would impair facility operation for more than 1-day, the NYSDEC and the Town of North Hempstead will be notified.

#### **10.0    Amendments**

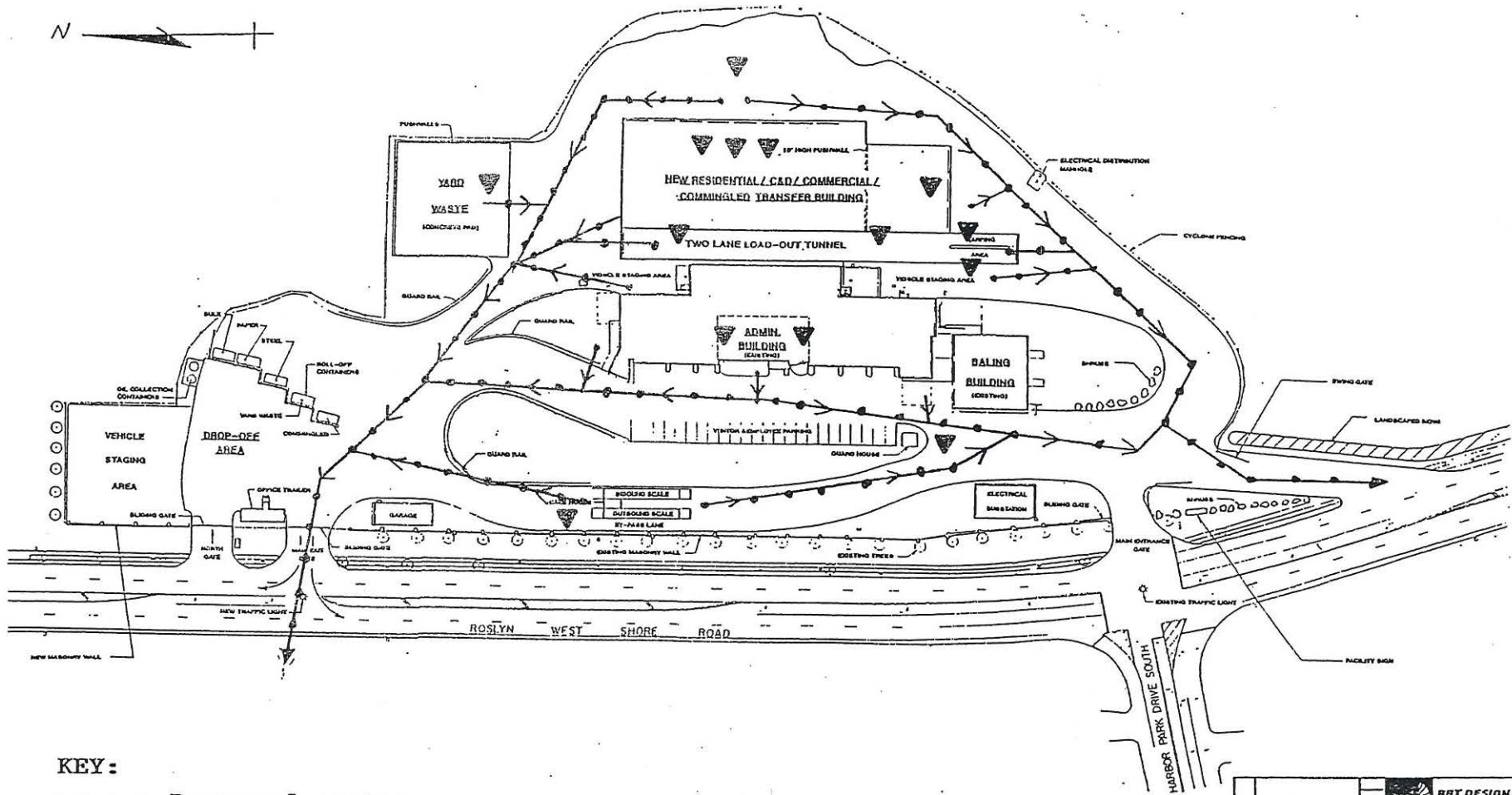
Amendments to the contingency plan shall be submitted to NYSDEC Region 1, as well as the local police, fire and emergency response agencies whenever facility changes are made which modify the operation or have any impact on emergency preparedness, or in the event of key personnel changes.



NOTE:  
ARROWS INDICATE  
FLOW OF TRAFFIC

		<b>RRT DESIGN &amp; CONSTRUCTION CORPORATION</b>	
		<b>TOWN OF NORTH HEMPSTEAD TRANSFER STATION</b>	
		<b>TRAFFIC FLOW PLAN</b>	
REV	DESCRIPTION	DATE	BY
RRT Design & Construction Corp. 248 South Service Road Syosset, NY 11791		EIA/TRAFFIC PLAN 2024.04.27	11

Figure CP-1



**KEY:**



Proposed routes  
of evacuation



Common location  
of personnel

<b>RRT DESIGN &amp; CONSTRUCTION CORPORATION</b>		<b>TOWN OF NORTH HEMPSTEAD TRANSFER STATION</b>	
REV	DESCRIPTION	DATE	BY
<small>           RRT Design &amp; Construction Corp.            100 New Hempstead Road, 2nd Floor            Hempstead, NY 11550         </small>			

Figure CP-2

TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT  
AUTHORITY

**PROCUREMENT POLICY**

The Town of North Hempstead Solid Waste Management Authority (the "Authority") was created as a public benefit corporation, pursuant to Article 8, Title 13-F of the Public Authorities Law (the "Enabling Act"), to carry out its purpose of benefiting the people of the Town of North Hempstead by dealing with solid waste and any products or by-products thereof. Among the powers granted to the Authority under the Enabling Act is the power to make contracts and to execute all necessary and convenient instruments to further the Authority's stated public purpose. The only provision in the Enabling Act which specifies a required procurement procedure is that found in Public Authorities Law Section 2049-q which addresses "construction contracts". In general, there are no statutory requirements for public authorities to competitively bid procurement contracts. While there are no statutory or common law requirements for a public benefit corporation to make purchases, such as equipment purchases through public bidding, it is the practice in the past and now it will be the formal policy of this Authority to actively solicit competition for such procurements. Whether competition is solicited pursuant to a formal competitive bidding process or a less formal method such as obtaining proposals or verbal or written quotations, will depend upon the nature of the particular purchase. By promoting the competitive securing of goods, equipment and services, the Authority will assure the prudent and economic use of public monies in the best interests of the citizens of the Town of North Hempstead and will facilitate the acquisition of goods, equipment and services of maximum quality at the lowest possible cost under the circumstances. It is also the intention of this Policy to guard against favoritism, improvidence, extravagance, fraud and corruption, and, wherever possible within existing laws, to promote and support local businesses and industry. The implementation of this voluntary purchasing policy will foster a *greater* degree of public accountability on the part of the Authority and those involved in the procurement process and will provide greater assurance that procurements will be based upon the best interests of the citizens of the Town of North Hempstead.



**POLICY FOR THE PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES FOR THE TOWN OF NORTH HEMPSTEAD SOLID WASTE MANAGEMENT AUTHORITY**

The Board of the Town of North Hempstead Solid Waste Management Authority (the "Authority Board") has hereby formally adopted the following written policies applicable to all purchases of goods, equipment and services, including construction services, by Resolution of the Authority Board. This Policy is meant to actively promote competitive procurements of all goods, equipment and services, with limited exceptions, as set forth herein. Authority staff is hereby directed to comply with this Policy and to retain the necessary documentation as required herein to substantiate such compliance.

**CONSTRUCTION CONTRACTS**

Except as set forth herein, all contracts or orders for work, material or supplies performed or furnished in connection with construction shall be awarded by the Authority pursuant to a Resolution of the Authority Board. Such awards, when applicable, shall be made in compliance with Paragraph (e) of Subdivision 4 and Subdivision 7 of Section 120-w of the General Municipal Law. In any such construction contract, the Authority may provide a program for the payment of damages for delays and incentive awards in order to encourage timely project completion. An action, suit or proceeding contesting the validity of a contract awarded pursuant to this section, or the validity of the procedures relating to such award, shall be governed by the provisions of Subdivision 6 of Section 120-w of the General Municipal Law and the term "municipality" as used in such Subdivision 6 shall mean the Authority.

The person whose bid or proposal is accepted shall give security for the faithful performance of the contract, and such other security as the Authority may require, and may be required to maintain any construction done under the contract for such period as shall be stipulated, all in the manner prescribed and required by this Authority and the sufficiency of such security shall, in addition to the justification and acknowledgment, be approved by the Authority's Executive Director (the "Executive Director"). All bids or proposals shall be publicly opened by the Authority Board or its duly authorized staff. If the person whose bid or proposal has been accepted after advertising shall neglect or refuse to accept the contract within five working days after written notice that the contract has been awarded to him on his bid or proposal, or if he/she accepts but does not execute the contract and give proper security, the Authority shall have the right to declare his/her deposit forfeited.

In case any work shall be abandoned by any contractor, the Authority may, if it determines that the public interest is thereby served, adopt on behalf of the Authority any and all subcontracts made by such contractor for such work and all such subcontractors shall be bound by such adoption, if made.



No bid or proposal shall be accepted from or any contract awarded to any person or corporation who is in arrears to the Authority or the Town of North Hempstead upon any obligation of the Authority or the Town of North Hempstead. Every contract when made and entered into, as herein provided for, shall be executed in duplicate, one copy which shall be held by the Authority and one copy which shall be delivered to the contractor. The provisions of this section shall supersede any inconsistent provisions of the General Municipal Law or any other general, special or local law or the charter of the Town.

## **PURCHASES OF GOODS, EQUIPMENT AND SERVICES**

### **Competitive Sealed Bids**

Except as otherwise expressly provided herein, all purchases of goods, equipment and services by the Authority involving an expenditure of more than \$25,000.00 and all other such purchase contracts involving an expenditure of more than \$25,000.00 shall be made pursuant to an open competitive bidding process as set forth herein and shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided for by this Policy. In any case where a responsible bidder's gross price is reducible by an allowance for the value of used machinery, equipment, apparatus or tools to be traded in by the Authority, the gross price shall be reduced by the amount of such allowance, for the purposes of determining the low bid. In cases where two or more responsible bidders furnishing the required security, submit identical bids as to price, the Authority Board may award the contract to any of such bidders. The Authority reserves its discretion to reject all bids and re-advertise for new bids in the manner provided for in this Policy. The Authority Board shall approve any such contract with a value in excess of \$50,000.00.

For purchases of goods, equipment or services over \$5,000.00, but less than \$25,000.00, the Executive Director, or his or her designee, shall obtain three or more written quotes, whenever possible, and shall document and retain those quotes for a period of at least two years.

For purchases of goods, equipment or services involving a total purchase price of less than \$5,000.00, the Executive Director, or his or her designee shall, whenever possible, obtain at least three verbal or telephone quotes from different vendors and document the substance of those quotes, and specifics (i.e., vendor name, date, time, contact person, reasons) for those not choosing to quote. Documentation of quotations is required. For non-recurring small purchases, at levels of less than \$1,000.00, competitive quotes are not required.

### **Competitive Negotiations**

Notwithstanding any otherwise applicable provisions of this Policy, the Authority may award contracts for purchases of goods, equipment and services

involving expenditures of more than \$25,000.00 through a competitive negotiations process if the Executive Director determines in writing that competitive sealed bids for the award of any such contract, as set forth herein, is not practicable. In making a determination as to the practicability of competitive sealed bidding for purposes of this Policy, the Executive Director shall consider all factors he or she deems relevant to the particular contract award, including, but not limited to, the following:

- (1) Whether specifications can be prepared that permit award on the basis of either the lowest qualified bid price or the lowest qualified evaluated bid price;
- (2) Whether the available sources, the time and place of performance, and other relevant circumstances are appropriate for the use of competitive sealed bidding;
- (3) Whether the contract is expected to involve combined, multiple, complex or diverse services or elements of performance that lend themselves to an evaluation of offers on a basis other than lowest qualified bid price or lowest qualified evaluated bid price;
- (4) Whether judgment is required in evaluating competing proposals and it is in the best interest of the Authority to require a balancing of price, quality, experience and other factors, and
- (5) Whether clarification, development and negotiation of the terms and conditions of the contract are necessary or desirable to achieve the Authority's goals in the transaction.

#### **Competitive Negotiation Process - Procedures**

In undertaking a competitive negotiation process for the award of a contract pursuant to this Policy, the Executive Director shall comply with the following procedures:

- (1) A request for proposals shall be developed which shall indicate the relative importance of price and other evaluation factors, and any information deemed appropriate by the Executive Director;
- (2) The request for proposals shall also contain a description of the evaluation and selection procedures which shall be followed in awarding the contract, including procedures which govern written or oral discussions with proposers, the proposal clarification process, concurrent or sequential negotiations, discontinuance and resumption of negotiations and rights reserved to the Authority;

- (3) Adequate public notice of the request for proposals shall be given in the manner provided in the Section entitled "Advertisement of Proposals"; and
- (4) Award shall be made to the responsible proposer whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and non-price evaluation factors set forth in the request for proposals.

The Authority Board shall approve any such contract with a value in excess of \$50,000.00.

### **Construction, Reconstruction and Repairs**

Contracts involving construction, reconstruction, maintenance or repair activities otherwise not covered under "Construction Contracts" above shall be subject to the requirements set forth herein for purchases of goods, equipment and services.

### **PROFESSIONAL SERVICE CONTRACTS**

Contracts which require professional methods, character or standards or require a State license to practice, or special skill and training or which may be creative and specialized in nature are considered to be professional service contracts. Such services shall be exempt from the Competitive Sealed Bids and Competitive Negotiations provisions set forth above. The Authority may procure professional services on a negotiated basis, and may request such information as the Executive Director deems appropriate to select the most qualified firm for a reasonable fee.

### **REQUEST FOR PROPOSALS AS AN ALTERNATIVE PROCUREMENT PROCESS**

Notwithstanding any other provision set forth herein and in accordance with the Enabling Act and other applicable law, the Authority may contract for goods and services, including design, construction and operation services, through a request for proposal procurement process. Any such request for proposals procurement process shall provide for the evaluation of proposals received in response to such request for proposals and the awarding of the contract to the selected proposer on factors other than price. Such factors may include technical merit, proposer qualifications and the proposed business arrangement. The Authority may make a contract award to any responsible proposer selected pursuant to this provision based on a determination that the selected proposal is most responsive to the request for proposals and may negotiate the terms of the contract with any proposer.

### **EXECUTION OF CONTRACT OR AGREEMENT**

Notwithstanding any other provision set forth herein, no contract,

agreement, bid or proposal awarded by the Authority shall be binding and valid until executed by the parties.

### **LEASE ARRANGEMENTS**

Leases of equipment shall also be awarded after a competitive process. Authority staff shall obtain formal written quotations or proposals from three or more vendors for any lease involving in excess of \$25,000.00 annually. For leases involving in excess of \$25,000.00 annually, staff shall obtain written quotations or proposals setting forth the particulars as to the equipment or space to be provided and details as to cost, on an annual and total lease basis, which may be used for evaluation of the proposal. The lease shall also include details as to additional cost beyond the base lease amount necessary to properly evaluate the equipment to be leased prior to award to the successful vendor. For leases involving an annual total lease expense of less than \$25,000.00, Authority staff shall secure at least three informal quotes, whenever possible, and perform the same evaluation before making a recommendation to the Executive Director relative to the selection of a lessor for the equipment to be leased. Any lease of real property shall be exempt from the provisions of this Policy, and shall be procured under an alternative procurement policy approved by the Authority Board.

### **SOLE SOURCE**

It is the policy of the Authority to promote competition in the procurement process, whenever possible. Toward that end, the Authority will not specify the product of a certain manufacturer to the exclusion of all other comparable products, except where such a designation is required for the public interest, such as where local geographic, atmospheric or other conditions require the use of the, and only the type of, equipment specified. Where the Authority specifies a particular article or type of equipment which it regards as its general standard, it will provide that any other manufacturer of similar equipment may meet the specifications if his or her product is reasonably equivalent to that mentioned as the standard. Only in those instances where the Authority is required to secure equipment or service from a sole source, may a purchase of such items or service be made without a competitive procurement process.

### **WAIVER OF COMPETITION**

The Authority Board may waive the use of the competitive procedure for procurement contracts provided in this Policy based upon one or more of the following findings:

- (1) A condition exists that makes it impractical or not in the Authority's best interest to seek competition due to the specialized nature of the goods or services required.
- (2) There is a historical relationship, the continuation of which is in the best interests of the Authority.

- (3) There is a need for confidentiality.
- (4) The proposed project requires specialized knowledge of, or proximity to, the Authority.
- (5) There is a requirement for which, in the sole opinion of the Authority, there is a lack of responsible competition to perform the desired services.
- (6) There is a specific contractor selection that is necessary or convenient to the operations of the Authority.

### **EMERGENCIES**

Notwithstanding any of the other provisions in this Policy, in the case of a public emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting Authority buildings, Authority property or the life, health, safety or property of Authority employees, customers or the general public require immediate action which cannot await a competitive process or competitive bidding, contracts for public work or the purchase of supplies, materials or equipment or services may be let by the Chairman, Treasurer, Executive Director, or Authority Board by immediate contract and the Executive Director may temporarily dispense with the competitive bidding or procurement requirements set forth herein. However, a good faith emergency must exist and while the emergency purchases do not require competitive bidding, it is nevertheless the policy and procedure of this Authority that such purchases must, wherever possible, be made in light of the nature of the emergency and the goods, equipment and services to be provided for a reasonable cost, and in the best interest of the Authority. The term of any contract entered into due to the occurrence of an emergency as set forth herein, shall be for a length of time deemed reasonable by the Executive Director taking into consideration the nature of the emergency and the goods, equipment and services to be provided, including the costs related thereto.

### **STANDARDIZATION**

Standardization should be utilized only where there are strong reasons of efficiency or economy. It is the Authority's policy that it will not specify the product of a certain manufacturer to the exclusion of all other comparable products except where such a designation is required for the public interest. Although the Authority may specify a particular article or type of equipment which it regards as its general standard, it should provide that any other manufacturer of a similar object may meet the specifications if his or her product is reasonably equivalent to that mentioned as the standard.



## **SURPLUS AND SECOND-HAND SUPPLIES**

Surplus and second-hand supplies, material or equipment may be purchased by the Authority without competitive bidding from the Federal Government, the State of New York or from any other political subdivision, district or public benefit corporation.

## **PURCHASES THROUGH TOWN, COUNTY OR STATE**

Notwithstanding the provisions of this Policy, the Authority is authorized to make purchases of material, equipment or supplies, when available, utilizing the Town, County or State's existing, current competitive procurement lists directly, and the Executive Director may make such purchases he deems appropriate. The sole exception is in the instance where bids have already been received by the Authority for the purchase by the Authority of the material, equipment or supplies, and such purchase cannot be made upon the same terms, conditions and specifications and at a lower price through the Town, County or State. When there are multiple local vendors for the same product at the same price under these Town, County or State contract lists, it is Authority policy to distribute purchases among all of these vendors and thereby equitably distribute business opportunities to as many vendors as practical.

## **INTER-AGENCY AGREEMENTS**

The Authority may enter into agreements with the Town, municipalities, public benefit corporations, public corporations, state agencies, and agencies of the Federal government pursuant to the authority set forth in its Enabling Act, and such agreements shall be exempt from the requirements of this Policy.

## **ADVERTISEMENT AND OPENING OF BIDS**

Advertisements for bids shall be published in the official Authority newspapers designated for such purpose. Such advertisement shall contain a statement of the time and place where all bids received, pursuant to such notice, will be publicly opened and read. Authority staff may also take all such additional measures as possible to maximize the response to the bid and thereby increase competition. The Executive Director, or his or her designee, shall open the bids at the time and place specified in the notice. The Executive Director, or his or her designee, shall make a record of such bids in such form and detail as may be necessary for meaningful review. All bids received shall be publicly opened and read at the time and place so specified. At least ten business days shall elapse between the first publication of such advertisement and the date so specified for the opening and reading of the bids.

## **ADVERTISEMENT OF PROPOSALS**

Except for any contract awarded pursuant to Section 120-w of the General Municipal Law, including the notice requirements of Subdivision 2 of Section 120-w of the General Municipal Law, advertisements for a request for proposals issued pursuant to a Competitive Negotiation process as set forth above shall be published in the official Authority newspapers designated for such purpose. Such

advertisement shall contain a statement of the time and place where proposals will be received. Authority staff may also take all such additional measures as possible to maximize the response to the request for proposals and thereby increase competition. At least ten business days shall elapse between the first publication of such advertisement and the date so specified for receipt of proposals.

### **BID OR PROPOSAL MISTAKE**

A bidder or proposer may correct, modify or withdraw a bid or proposal by written notice received by the Executive Director, or his or her designee, prior to the time and date set for the receipt of bids or proposals. For any bids or proposals received by the Authority, the Executive Director, or his or her designee, may waive minor informalities or allow the bidder or proposer to correct them.

### **BID/PROPOSAL PROTEST PROCEDURES**

(1) Introduction

(a) The following procedures shall apply to all procurements conducted by the Authority.

(b) All actual or prospective bidders, proposers or offerers whose direct economic interest would be affected by the award of, or failure to award, a contract shall be deemed "Interested Parties" for the purposes of these procedures. Protests regarding procurements will only be accepted from Interested Parties.

(c) All protests shall be filed in writing with the Executive Director, and shall be addressed as follows:

Executive Director  
Town of North Hempstead  
Solid Waste Management Authority  
802 West Shore Road  
Port Washington, NY 11050

(d) A protest found by the Authority to be patently without merit or not brought in a timely manner may be rejected without further consideration. Protest submissions should be factual, complete, concise, logically arranged and clearly state all grounds for the protest. All protests must include the following information:

- Name, address, telephone and facsimile number of protestor and designated contact person for purposes of the protest;
- Solicitation or contract number which is the subject of the protest;
- Detailed statement of the legal and factual grounds of the protest, including copies of relevant documents;

- Basis for the protester's status as an Interested Party;
- Date on which the protestor first learned of the alleged improprieties, if applicable; and
- Statement as to what relief is requested.

(e) If the Authority finds that none of the conditions set forth in Section (1)(d) apply, and a protest is timely filed pursuant to the provisions set forth in Section (2), below, the Authority will cease all further actions regarding a procurement until the protest is decided. Therefore, while such a protest is being decided, the Authority will not open bids or proposals, or award the contract if such steps have not already been taken. The Authority may, in its discretion, accept further bids or proposals to be held unopened until the protest is decided.

(f) False statements or accusations of impropriety for which the protestor fails to offer a reasonable factual basis may be grounds for a rejection of a protest.

(g) Compliance with the Bid/Proposal Protest Procedures shall be a condition precedent to the filing of any legal challenge regarding procurement by the Authority.

(2) Time for Filing Protests

(a) Protests Regarding Specifications

Protests that are based upon claims by any Interested Party that the specifications are in any way ambiguous, incorrect, incomplete, or unduly restrictive, must be filed in accordance with Section (1)(c) of these Procedures so that the Authority receives the protest no later than fourteen (14) business days prior to the closing date for receipt of initial bids or proposals.

(b) Protests Regarding Alleged Improprieties in Solicitation

Protests that are based upon claims by any Interested Party that there are improprieties regarding any type of solicitation, other than those governed by Section (2)(a), above, must be filed in accordance with Section (1)(c) of these Procedures so that the Authority receives the protest within five (5) business days following the date on which the Interested Party learned of the alleged improprieties, and no later than seven (7) business days prior to the bid or proposal opening date.

(c) Post-award Protests

Protests that are based upon alleged improprieties in any type of

solicitation which are not apparent before the time periods set forth in (2)(a) and (2)(b), above, must be filed in accordance with Section (1)(c) of these Procedures so that the Authority receives the protest no later than two (2) calendar weeks after receipt of notification of the identity of the apparent low bidder or of the apparent successful proposer. Late protests may, for good cause shown, be considered by the Authority in its discretion.

(d) Notice for Post-award Protests

Where a Contract has already been awarded at the time a protest has been filed, the Authority shall provide written notice of the protest to the Contractor that received the contract award. The Authority shall also provide a copy of the protest to that Contractor.

(3) Authority's Response to Protests

(a) An award of a contract prior to the protest determination may be made when the Authority determines that:

- The items or services to be procured are urgently required; or
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause undue harm to the Authority; or
- The Authority determines that the process for making a determination will involve an investigation that may become lengthy.

(b) The Executive Director, or his or her designee, will give written notice to the protestor when a decision has been made by the Authority to proceed with the award prior to the protest determination pursuant to Section (3)(a), above.

(c) The Executive Director, or his or her designee, will issue a written response to each protest addressing the material issues raised by the protestor. The Authority's decision will be final and binding.

### RECYCLED PRODUCTS

All products purchased by the Authority shall be recycled products, which meet contract specifications, unless the only available product does not contain recycled content, and provided that the cost of the recycled product does not exceed a cost premium often a percent above the cost of a comparable product that is not a recycled product or, if at least fifty percent of the secondary material utilized in the manufacture of that product are generated from the waste stream in New York state, the cost of the recycled product does not exceed a cost premium of fifteen percent above the cost of a comparable product that is not a recycled product. For the purpose of this section,

"recycled product" shall mean, any product which has been manufactured from "secondary materials", as defined in Subdivision 1 of Section 261 of the Economic Development Law, and which meets the requirements of Subdivision 2 of Section 27-0717 of the Environmental Conservation Law and regulations promulgated pursuant thereto.

### **SUPPORT FOR MINORITY-OWNED, WOMEN-OWNED, AND SMALL BUSINESSES**

The Authority expresses its support to encourage contracts with minority-owned, women-owned, and small businesses when awarding contracts in purchasing goods, equipment and services. Hereunder, the Authority will not discriminate, against any person who is qualified and available to perform the work by reason of race, color, creed, gender or national origin. The Authority will encourage active participation by minority-owned, women-owned and small businesses in its procurement process, including reviewing and referencing any available lists of such vendors and actively and affirmatively soliciting their participation through letter and telephone advisement of the coming procurement, and will fully support equal opportunity and fair treatment of all people in its contracting. For the purposes of Article 15-A of the Executive Law only, the Authority shall be deemed a "state agency" as that term is used in such article, and its contracts for design, construction, services and materials shall be deemed "state contracts" within the meaning of that term as set forth in such Article.

### **LEGAL REVIEW**

Contracts may only be executed after appropriate legal review by the Authority Counsel or any special counsel so designated.

### **STATEMENT OF NON-COLLUSION REGARDING BIDS AND PROPOSALS SUBMITTED TO AUTHORITY**

Every bid or proposal hereafter made to the Authority, for work, goods, equipment or services shall contain the following statement subscribed by the bidder or proposer and affirmed by such bidder or proposer as true under the penalties of perjury:

- (1) By submission of this [bid or proposal], each [bidder or proposer] and each person signing on behalf of any [bidder or proposer] certifies, and in the case of a joint [bid or proposal] each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
  - (a) The prices in this [bid or proposal] have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other [bidder or proposer] or with any competitor;



- (b) Unless otherwise required by law, the prices which have been quoted in this [bid or proposal] have not been knowingly disclosed by the [bidder or proposer] and will not knowingly be disclosed by the [bidder or proposer] prior to opening, directly or indirectly, to any other [bidder or proposer] or to any competitor; and
  - (c) No attempt has been made or will be made by the [bidder or proposer] to induce any other person, partnership or corporation to submit or not to submit a [bid or proposal] for the purpose of restricting competition.
- (2) A [bid or proposal] shall not be considered for award nor shall any award be made where (1)(a), (b) and (c) above have not been complied with; provided however, that if in any case the [bidder or proposer] cannot make the foregoing certification, the [bidder or proposer] shall so state and shall furnish with the [bid or proposal] a signed statement which sets forth in detail the reasons therefore. Where (1)(a), (b) and (c) above have not been complied with, the [bid or proposal] shall not be considered for award nor shall any award be made unless the Executive Director, or his or her designee, determines that such disclosure was not made for the purpose of restricting competition.

### ETHICS AND CONFLICT OF INTEREST

Each successful bidder or proposer or quoter under this Policy who will supply the Authority with work, goods, equipment or services shall submit to the Authority, prior to acceptance of the contract relative thereto, a statement on an Authority standard form indicating that the contractor, its officers and employees do not have a conflict of interest relative to supplying the work, goods, equipment or services to be provided. Pursuant to the Enabling Act, it shall be a misdemeanor for any member of the governing body or any officer, agent, servant or employee of the Authority to be in any way or manner interested, directly or indirectly, in the furnishing of work, materials, supplies or labor, or in any contract therefore which the Authority is empowered by its Enabling Act.

### GRANT FUNDS

Any procurement procedures required to be followed by the Authority as a condition of the receipt of any grant awarded to the Authority shall supersede any provision to the contrary set forth in this Policy.

### ANNUAL REVIEW

The Executive Director shall annually review this Policy and make recommendations to the Authority Board relating thereto as he or she deems appropriate.