

# PROJECT MANUAL

for the

## YARD WASTE PICKUP AND COMPOSTING OPERATIONS

### TOWN OF CLIFTON PARK

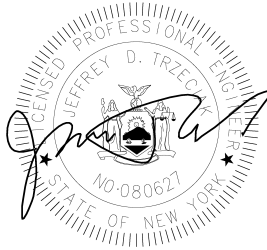
#### Town Board

**Philip C. Barrett**

Lynda Walowit  
Amy J.H. Standaert  
Amy Flood  
Anthony Morelli  
Teresa Brobston

**Supervisor**

Council Member  
Council Member  
Council Member  
Council Member  
Town Clerk



Project No. GNYO2WD-22522

Bid Set: October 2022



KB Group of NY, Inc. dba PRIME AE Group of NY

Albany Office | 100 Great Oaks Blvd, | Suite 114 | Albany, New York 12203  
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**TOWN OF CLIFTON PARK  
YARD WASTE PICKUP AND COMPOSTING OPERATIONS**

**TABLE OF CONTENTS**

<u>Division 0 – Bidding and Contract Requirements</u>		<u>No. of Pages</u>
00010	Notice to Bidders	1
00100	Information for Bidders	3
00300	Bid Form	4
004513	Contractor’s Qualification Statement	11
004519	Noncollusion Bidding Certification	1
Exhibit 1	NYSDEC Permit	4

**TOWN OF CLIFTON PARK  
YARD WASTE PICKUP AND COMPOSTING OPERATIONS**

**00010  
NOTICE TO BIDDERS**

**PLEASE TAKE NOTICE** that the Town of Clifton Park on the 9th day of **November 2022** at **3 PM** at Town Hall, One Town Hall Plaza, Clifton Park, New York, will publicly open and read all sealed bids and proposals received pursuant to this notice for the furnishing of work, labor and materials in connection with the following:

**TOWN OF CLIFTON PARK  
YARD WASTE PICKUP AND COMPOSTING OPERATIONS**

The Town of Clifton Park is soliciting proposals for qualified firms to provide all necessary labor, materials, and equipment to collect yard waste from residents in the Town of Clifton Park and operate the Town of Clifton Park Compost Facility located adjacent to the Town of Clifton Park Transfer Facility on Vischer Ferry Road.

**More details are provided in Bid Package available electronically from the Town Clerk, which can be obtained between the hours of 9:00 AM and 4:00 PM, Monday through Friday, at the following office:**

Town Clerk, Town of Clifton Park, Town Hall, One Town Hall Plaza, Clifton Park, NY 12065

ALL SEALED BIDS OR PROPOSALS MUST BE MARKED "CLIFTON PARK YARD WASTE PICKUP AND COMPOSTING OPERATIONS" AND MUST BE RECEIVED BY THE TOWN CLERK OF THE TOWN OF CLIFTON PARK PRIOR TO **3 PM** ON **NOVEMBER 9, 2022**, THE DATE ON WHICH ALL SEALED BIDS OR PROPOSALS WILL BE PUBLICLY OPENED AND READ ALOUD.

BY ORDER OF THE TOWN OF CLIFTON PARK TOWN BOARD  
Teresa Brobston, Town Clerk

**TOWN OF CLIFTON PARK  
YARD WASTE PICKUP AND COMPOSTING OPERATIONS**

**00100  
INFORMATION FOR BIDDERS**

The Town of Clifton Park is seeking proposals from qualified firms to provide the following services:

- A) Curbside collection and processing of all residential yard waste from residents of the Town of Clifton Park, for a period each year from April 1<sup>st</sup> to November 30<sup>th</sup> plus the collection of discarded Christmas trees, during the first two full weeks of January. Qualified firms shall provide all necessary labor, materials, and equipment to collect yard waste from residents in the Town of Clifton Park.
- B) Lease the Town of Clifton Park Compost Facility located adjacent to the Town of Clifton Park Transfer Facility on Vischer Ferry Road, for the purpose of producing marketable compost from the compost operations.

The Town will issue one contract for both of the above services to the lowest and most responsible bidder.

The Town of Clifton Park has a New York State Department of Environmental Conservation (NYSDEC) issued permit to operate a compost facility on lands adjacent to the Town's Solid Waste Transfer Station (See attached Exhibit 1). The Permit will expire in January 2025. All yard waste currently collected in the Town is processed through the Compost Facility. Materials collected include leaves, grass clippings, vegetables and flower yard waste, pruning's, and small brush. In 2021, approximately 22,000 cubic yards of yard waste that was collected from curbside pickup (by the Town's current contractor) and includes yard waste was received from residential drop-offs at the Compost Facility. In addition, the Town has established leaf districts in certain areas and is responsible for pickup in these areas. A copy of a map showing the existing leaf district areas can be provided upon request.

In 2021, 18,000 cubic yards of compost was produced at the existing Compost Facility. Clifton Park residents are allowed to obtain compost at the Facility at no charge in a separate storage area. In 2021, Clifton Park residents picked up about 2,000 cubic yards of compost.

The operator will be responsible for providing all labor, materials, and equipment required to operate the Compost Facility in accordance with the NYSDEC Part 360 Permit and the John M. McDonald Engineering, P.C. engineering report dated June 2008 and amended April 23, 2010, upon which the current Permit was issued. As per the permit requirements, the operator will be required to process (mix/grind and windrow) input yard waste within seven (7) business days of receipt at the site facility. The facility shall be in operation between the months of April 1<sup>st</sup> and November 30<sup>th</sup> dependent on weather conditions. Currently the operation includes two operators, one for the frontend loader and the other for the mixing/grinding machine. The contractor will be responsible to properly supervise the operations, properly maintain the site in neat order to prevent any odor from leaving the site. The contractor shall also be responsible for compliance with all Permit requirements, including testing as specified in the permit, and any modifications necessary as a result of NYSDEC inspections.

## **TOWN OF CLIFTON PARK YARD WASTE PICKUP AND COMPOSTING OPERATIONS**

The current operation consists of the following four processing steps:

1. Process/Screening Area
2. Composting Area
3. Final Composting Curing Area
4. Product Distribution Area

The contractor will be responsible for the marketing and sale of all finished compost material. Revenues generated from the sale of the compost material shall be factored into the operational cost of this bid. Sales receipts received by the contractor shall be available for audit by the Town. The contractor shall also maintain a small pile of composted product in a designated area (50 cy), at no charge, for use by Town residents and Town staff.

The Contractor shall agree to the following conditions and terms listed below:

1. The Contractor and or its assigned affiliated company shall provide curbside collection of yard waste from residents of the Town of Clifton Park. The yearly schedule is from April 1<sup>st</sup> to November 30<sup>th</sup> plus Christmas tree collection, during the first two weeks of January.
2. The Contractor shall provide the services outlined herein at the bid price(s) listed in this RFP as an independent Contractor to the Town of Clifton Park.
3. The Contractor will provide notification of daily collection route schedules, acceptable and unacceptable materials to all Town residents through direct mail, local advertising, etc. The Town of Clifton Park shall provide mailing labels for the notification of Town homeowners.
4. The Contractor shall provide daily management and operation of the Composting Facility, and will assume the full cost and responsibility for employees, equipment, processing and distribution of any end product produced.
5. The Contractor will separate, grind, aerate, compost and screen all yard and green waste for the purpose of making topsoil, compost, wood chip mulch, etc. in accordance with the best compost management practices (refer to NYSDEC Compost Regulations).
6. The Contractor shall provide, free of charge, 2,000 cubic yards of compost of the same content ratios and quality as that for sale, annually for use by the Town of Clifton Park. The Town shall designate a location onsite for easy resident access, where they will be given the opportunity to pick up limited quantities for compost or much, at no charge, for their personal use. Any amount greater than the initial 2,000 cubic yards of compost will be billed to the Town at a rate of \$\_\_ per cubic yard.
7. The Contractor can market and sell the finished compost product and shall retain the revenues, but they need to retain all revenue receipts and have copies made available to the Town of Clifton Park upon request.
8. The Contractor shall control the gate, booth, or office on Monday's when the Transfer Station is closed wherein commercial traffic are provided access to the Compost Facility. The Town of Clifton Park residents shall have free access to the Compost Facility and Transfer Station during normal operation hours.

**TOWN OF CLIFTON PARK**  
**YARD WASTE PICKUP AND COMPOSTING OPERATIONS**

9. Hours of Operation:

- 7 AM to 5:30 PM Tuesday & Thursday.
- 7AM to 11 AM Wednesdays only.
- 8 AM to 4 PM Friday & Saturday.

10. The Town shall be responsible for "Permitting" of the composting facility, in accordance with the rules and regulations as established by the New York State Department of Environmental Conservation, Part 360-5 "Composting Facilities", and all charges, costs and fees associated with such permitting.
11. The Town will provide unlimited access to the area, including the necessary snow removal for access to the site.
12. The Contractor can subcontract out services related to the yard waste pickup and composting operations, but they need to submit a copy of the subcontractor agreement to the Town of Clifton Park.
13. The Contractor agrees to indemnify and save the Town, its officers, agents and employees harmless from any liability imposed upon the Town, its officers, agents and or employees arising from the negligence, active or passive, of the Contractor.

General Information

- The terms of the contract will be for a five-year period beginning April 1<sup>st</sup> of 2023 and ending November 30<sup>th</sup> 2027. The contract can be extended for an additional five-year period, subject to the mutual agreement of both parties. Bid prices shall be adjusted annually, beginning in 2024 based on the published CPI as determined by the Town.
- Only contractors that have all necessary equipment with demonstrated experience (at least 5 years) in the type of work specified herein shall be considered. Contractor's questionnaire included with this bid package must be completed.
- The contractor shall be responsible for the safety of his employees, and provide documentation that their firm and employees are trained in all safety procedures, and shall employ said procedures on all aspects of the operation when necessary.
- The selected contractor shall provide a Certificate of Liability Insurance in the maximum amount of \$2,000,000 naming the Town and Town employees as coinsured.
- The Contractor shall be able to obtain a Performance Bond in the amount of \$75,000 for the purpose of providing protection for the Town, in the event that the Contractor fails to perform the work according to the terms of the specifications and contract. The cost of said bond shall be included in this bid and shall be provided in a form acceptable to the Town Attorney.

**TOWN OF CLIFTON PARK  
YARD WASTE PICKUP & COMPOSTING OPERATIONS**

**00300**

**BID FORM**

**(to be returned with bid)**

For: Town of Clifton Park  
Yard Waste Pickup & Composting Operations

From: \_\_\_\_\_

Date Bid Submitted: \_\_\_\_\_

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and finish all work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Information for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER 'S Notice of Award.

In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents including Addenda.

BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to BIDDER and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this Bid is submitted.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

If the undersigned fails to execute the contract in the foregoing Notice to Bidders, within ten days from the date of notification of the awarding of the contract, the OWNER may, at its option, determine that the undersigned has forfeited the contract and the certified check or bid bond accompanying this proposal shall be invoked as liquidated damages for such failure; otherwise it shall be returned to the undersigned.

**BID FORM MUST BE INSERTED IN PROJECT MANUAL**

**TOWN OF CLIFTON PARK  
YARD WASTE PICKUP & COMPOSTING OPERATIONS**

**THIS BID IS SET UP IN TWO COMPONENTS:**

- A. CONTRACTOR BID FOR YARD WASTE PICKUP**
- B. THE CONTRACTOR WILL LEASE THE COMPOST FACILITY FROM THE TOWN**

**A. Bid Price for Yard Waste Collection only**

We the undersigned, hereby agree to provide curbside residential yard waste pickup to all residents in the Town of Clifton Park in accordance with these specifications (assume a 9-month duration beginning April 1<sup>st</sup> and ending November 30<sup>th</sup> plus the collection of discarded Christmas trees during the first two full weeks of January) for the following amount:

**Total Component A. Bid Price, Written in Numbers:**

---

Contractor will be paid on a monthly basis by dividing the Total Bid Price by 9 months.

**B. Lease Payment for Yard Waste Composting Facility Operations Only**

We the undersigned, hereby agree to provide complete operation and maintenance of the Composting Facility in the Town of Clifton Park in accordance with these specifications and the latest NYSDEC Permit for the 2023 season (assume a 9-month duration beginning April 1<sup>st</sup> and ending November 30<sup>th</sup>) for the following amount:

**Total Component B. Lease Payment, Written in Numbers:**

---

(Recommended minimum annual lease payment to the Town is set at \$60,000).

**C. Net Total Bid Price Component A. Minus Component B. (A-B) Written in Words:**

---

Dollars and Cents

**Total Component A. minus Component B. (A-B) Bid Price, Written in Numbers:**

---

**Bidders are required to bid both components (A and B).** Contractor will be paid on a monthly basis by dividing the Total Bid Price by 9 months. The contractor shall be responsible for the sales and off-site trucking of all finish composting material generated from the operation. That revenue shall be factored into the bid price entered above. The contractor shall also maintain a small pile of ground up waste in a designated area (50 cy), at no charge, for use by Town residents and Town staff.

**TOWN OF CLIFTON PARK  
YARD WASTE PICKUP & COMPOSTING OPERATIONS**

**A) Acknowledgment of Receipt of Addenda**

Addenda #	Date	Contractor's Signature
_____	_____	_____
_____	_____	_____

**B) Address/Telephone and Telefax Number for Communications Regarding Bid**

Name: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_ Telefax: \_\_\_\_\_

**C) Noncollusion Bidding Certification Signed (Section 004519) \_\_\_\_\_ Yes \_\_\_\_\_ No**



# QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

**1. SUBMITTED BY:**

Official Name of Firm: \_\_\_\_\_

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

**2. SUBMITTED TO:** \_\_\_\_\_

**3. SUBMITTED FOR:** \_\_\_\_\_

Owner: \_\_\_\_\_

Project Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TYPE OF WORK:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**5. AFFILIATED COMPANIES:**

Name: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**6. TYPE OF ORGANIZATION:**

SOLE PROPRIETORSHIP

Name of Owner: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

PARTNERSHIP

Date of Organization: \_\_\_\_\_

Type of Partnership: \_\_\_\_\_

Name of General Partner(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CORPORATION

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Executive Officers:

- President: \_\_\_\_\_

- Vice President(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Treasurer: \_\_\_\_\_

- Secretary: \_\_\_\_\_

LIMITED LIABILITY COMPANY

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Members: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

JOINT VENTURE

Sate of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Form of Organization: \_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

Joint Venture Managing Partner

- Name: \_\_\_\_\_

- Address: \_\_\_\_\_

\_\_\_\_\_

**7. LICENSING**

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

**8. CERTIFICATIONS**

**CERTIFIED BY:**

Disadvantage Business Enterprise: \_\_\_\_\_

Minority Business Enterprise: \_\_\_\_\_

Woman Owned Enterprise: \_\_\_\_\_

Small Business Enterprise: \_\_\_\_\_

Other ( \_\_\_\_\_ ): \_\_\_\_\_

**9. BONDING INFORMATION**

Bonding Company: \_\_\_\_\_

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

Bonding Agent: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Aggregate Bonding Capacity: \_\_\_\_\_

Available Bonding Capacity as of date of this submittal: \_\_\_\_\_

**10. FINANCIAL INFORMATION**

Financial Institution: \_\_\_\_\_

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

\_\_\_\_\_

Account Manager: \_\_\_\_\_

Phone: \_\_\_\_\_

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE  
LAST 3 YEARS

**11. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

YES  NO

If YES, attach as an Attachment details including Project Owner's contact information.

**12. EQUIPMENT:**

**MAJOR EQUIPMENT:**

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022

NOTARY PUBLIC - STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Audited balance sheet for each of the last 3 years for firm named in Section 1.
5. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 13.
8. Additional items as pertinent.

## SCHEDULE A

### CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				



**TOWN OF CLIFTON PARK**  
**YARD WASTE PICKUP AND COMPOSTING OPERATIONS**  
**004519**  
**Noncollusion Affidavit**

Every bid or proposal made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

By submission of this bid, each bidder and each person signing on behalf of any bidder, or in the case of a joint bid each party thereto, certifies that:

such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

such bid is genuine and not collusive or sham;

said bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding;

said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit or cost element of such bid price, nor of that of any other bidder, nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract;

all statements contained in such bid are true;

and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown

thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member or agent thereof, nor to any other individual except to such persons or persons as have a partnership or other financial interest with said bidder in his general business.

No bid shall be considered for award, neither shall any award be made where above items have not been complied with.

If the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons why the above items have not been complied with. The bid shall not be considered for award, neither shall any award be made, unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or the appointed designee, determines that such disclosure was not made for the purpose of restricting competition.

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation or local law, and where such bid contains the certification referred to in this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

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

Print Name: \_\_\_\_\_

Title \_\_\_\_\_

Business Address of Bidder \_\_\_\_\_

Dated: \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT MUST BE INSERTED IN PROJECT MANUAL**

**EXHIBIT 1**

**NYSDEC PERMIT**



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
TOWN OF CLIFTON PARK  
  
1 TOWN HALL PLZ  
CLIFTON PARK, NY 12065  
(518) 371-6054

**Facility:**  
CLIFTON PARK TRANSFER STATION &  
YARD WASTE COMPOSTING FACILITY  
217 VISCHER FERRY RD  
CLIFTON PARK, NY 12065

**Facility Location:** in CLIFTON PARK in SARATOGA COUNTY

**Facility Principal Reference Point:** NYTM-E: 596.37      NYTM-N: 4742.21  
Latitude: 42°49'35.0" Longitude: 73°49'15.6"

**Authorized Activity:** Operation of an existing 12-acre, 40,000 cubic yard per year yard waste composting facility.

**Permit Authorizations**

**Solid Waste Management - Under Article 27, Title 7**

Permit ID 5-4124-00099/00003

Renewal

Effective Date: 2/1/2020

Expiration Date: 1/31/2025

**NYSDEC Approval**

**By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.**

Permit Administrator: BETH A MAGEE, Deputy Permit Administrator  
Address:                    NYSDEC Region 5 Warrensburg Sub-Office  
                                  232 Golf Course Rd  
                                  Warrensburg, NY 12885

Authorized Signature:

Beth A. Magee

Date 1/31/20



## Permit Components

SOLID WASTE MANAGEMENT PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

## SOLID WASTE MANAGEMENT PERMIT CONDITIONS

- 1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the permit application, plans and materials prepared by the Town of Clifton Park; as well as the engineering report, annex to the engineering report, plans and materials prepared by the Town of Clifton Park, CHA Consulting, Inc. and John McDonald Engineering, P.C.; received by the DEC on December 16, 2019 and January 24, 2020, respectively.
- 2. Regulations** All references to 6 NYCRR Part 360 in this permit refer to the regulations effective November 4, 2017.
- 3. Submission Requirements** Unless otherwise specified, all submissions required by this permit shall be made to the Region 5 Office of the Department of Environmental Conservation (232 Golf Course Road, Warrensburg, NY 12885), to the attention of the Division of Materials Management. The Department encourages electronic submissions.
- 4. Comprehensive Recycling Analysis (CRA)** Solid waste cannot be accepted which has been generated within a municipality that has either not completed a comprehensive recycling analysis or is not included in another municipality's comprehensive recycling analysis satisfying the requirements of paragraph 360.11 of this Part which has been approved by the department and implemented the recyclables recovery program determined to be feasible by the analysis.
- 5. Mandatory Source Separation** The permittee must not accept solid waste that originates from a municipality that has not implemented a mandatory source separation law for recyclables.
- 6. Design Capacity** The amount of yard waste accepted at the facility shall not exceed 40,000 cubic yards per calendar year.
- 7. Acceptable Yard Waste** The facility shall only compost yard waste, including leaves, grass clippings, garden debris, and small or chipped branches, unless otherwise specifically stated.
- 8. Yard Waste Processing** Leaves in bags must be debagged or otherwise incorporated into the process within 60 days of receipt. Bags containing primarily grass clippings must be debagged and mixed with a bulking agent within 24 hours of receipt.
- 9. Annual Report** An annual report must be submitted to the Department's Central Office in Albany and Region 5 Office by March 1 of each year. The permittee shall use forms provided by the Department.



**10. Supervision** The permittee shall require that any contractor, project engineer, or other person responsible for the overall operation and/or supervision of this facility reads, understands and complies with this permit, including all special conditions.

**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC Region 5 Warrensburg Sub-Office  
232 Golf Course Rd  
Warrensburg, NY12885

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 180 days before permit expiration for the following permit authorizations: Solid Waste Management.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;



- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

### **Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

### **Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.